

TO: Board of Selectmen

FROM: Edward Boman
Assistant Director of Public Works

Date: October 16, 2015

RE: Six Solar photovoltaic (PV) Power Purchase Agreement and 5 Lease Agreements at:
Jennings Fire House at 600 Jennings road
The Transfer Station at 500 Richard White Way
Fairfield Woods Library at 147 Fairfield Woods Road
Smith Richardson Maintenance building at 385 Hoyden's Lane
Riverfield School at 1625 Mill Plain Road
South Benson Marina at 239 Turney road

1. Background----The State of Connecticut created a new program to carry out two goals: (1) decentralize the power grid and (2) increase the amount of green power available in the State. The program is called ZREC/LREC , which is short for Zero emission Renewable Energy Credits and Low emissions Renewable Energy Credits. The credits are created by the New England Power Pool General Information System (NEPOOL GIS). They are applied for by a developer and sold to United Illuminating as part of the program.

As Part of the program, UI is required to make or purchase 20% of its power from Class I green energy sources over the next 22 years. The ZREC/ LREC program provides 15 year financing to build private, non-utility Class I power plants. Examples of ZREC include solar PV, wind and Hydro; LREC is limited to fuel cells.

2. Purpose and Justification—The purpose of this request is to lower the cost Fairfield pays for electricity over the next twenty years without any capital or other cost. The justification for doing the program as a Power Purchase Agreement (PPA) is to minimize municipal risk. The private sector designs, finances, builds , owns, maintains and operates the facilities.

3. Detailed Description of the Proposal Five of the solar arrays will be located on the roof of the buildings. The one at the marina will be placed over a parking lot. The following are the capacity of each array:

Name	Size	Annual production
• Jennings Firehouse	66.3kw	81, 000kwh
• Transfer Station	28.3kw	23,000kwh
• Fairfield Woods	66.2kw	81,000kwh
• Smith Richardson Main.	61.4kw	75,000kwh
• Riverfield School	125.4kw	138,000kwh
• South Benson Marina	<u>130.0kw</u>	<u>159,000kwh</u>
Totals	477.6kwh	586,000kwh

On average, Fairfield pays about 18.0c/kwh for electricity. Under these contracts the Town will pay an average of 10.5c/kwh. Annual savings will be approximately \$44,000.

- 4. Reliability of Estimated Cost**—There are no costs to the Town for these Power Purchase Agreements. CEFIA's electric price to the Town is based on low bids awarded by UI for a guaranteed 15 year payout.
- 5. Increased Productivity or Efficiency**- -Not Applicable
- 6. Additional Long Range Costs**—None
- 7. Additional Use or Demand on Existing Facilities**—None
- 8. Alternatives To This Request**---The only alternative is to do nothing and lose the opportunity .
- 9. Safety and Loss Control**---There should be no impact as the facilities are owned maintained and insured by the private owners with the Town named as coinsured.
- 10. Environmental Considerations**—Are all positive. 100% of the Buildings electricity will come from renewable resources with zero emissions
- 11. Insurance**—NA
- 12. Financing**—NA
- 13. Other Considerations**—None
- 14. Other Approvals** ---RTM (Lease)

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of September 1, 2015 (the “Effective Date”) by and between CEFIA Holdings LLC, a Connecticut limited liability company (“Seller”), and the Town of Fairfield, a municipal corporation organized and existing under the laws of the State of Connecticut (“Purchaser”). Each of Seller and Purchaser are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Purchaser conducts its municipal business at the Premises (defined below);

WHEREAS, the Premises are owned by Purchaser (in its capacity as owner of the Premises, “Owner”);

WHEREAS, Owner and Seller are parties to that certain System Site Lease Agreement dated of even date herewith (the “Site Lease”), pursuant to which Owner has leased to Seller that certain portion of the Premises referred to herein as the Project Site (as defined in the Site Lease) and granted to Seller certain easements on, over, and across the Premises for the installation, maintenance, and operation of the System (defined below);

WHEREAS, Seller desires to install the System on the Project Site and sell the electricity generated from the System to Purchaser, on the terms set forth herein; and

WHEREAS, Purchaser desires to purchase from Seller the electricity generated from the System on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms used herein shall have the respective meanings set forth in Exhibit A.

2. PURCHASE AND SALE OF ENERGY.

2.1 Sale of Energy. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all of the Energy, as and when the same is produced, at the Energy Price in effect at the time of delivery. Seller shall deliver the Energy to the Delivery Point, and Purchaser shall accept the Energy delivered for the full Contract Term.

2.1.1 If Purchaser’s electric requirements are less than the Energy produced by the System for any reason, Purchaser shall nevertheless pay for such Energy and, to the extent permitted by applicable law, deliver any excess Energy to Utility in accordance with the Net Metering Rules or sell or exchange the excess Energy to any other buyer. Purchaser recognizes

that Seller has an interest in maximizing the output of the System, and Seller shall not be required to curtail the output of the System at any time due to lack of demand on the part of Purchaser.

2.1.2 To the extent that Purchaser's electricity requirements exceed the Energy produced by the System, Purchaser shall purchase such excess electricity from Utility in accordance with the Net Metering Rules. Purchaser shall be responsible for all charges, applicable taxes, penalties, ratcheted demand or similar charges assessed by Utility for transmission and distribution service and other services necessary to meet the full energy requirements of Purchaser.

2.1.3 Purchaser shall be entitled to the entire Energy output of the System; provided, however, that Seller shall not be required to cause the System to produce a minimum amount of Energy, and Seller is not guaranteeing any particular quantity of Energy production from the System.

2.2 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date (the "Contract Term").

2.3 Environmental Attributes. Seller shall have all right, title, and interest in and to all Environmental Attributes related to the System. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Attributes related to the System.

2.4 Environmental Incentives. Any Environmental Incentive related to the System shall be the sole property of Seller. Any Environmental Incentive related to the System that is initially credited or paid to Purchaser shall be assigned by Purchaser to Seller without delay. At Seller's expense, Purchaser agrees to cooperate with Seller in any applications for Environmental Incentives related to the System.

2.5 Impairment of Environmental Attributes and Incentives. Purchaser shall not take any action or suffer any omission that would have the effect of reducing the production or impairing the value to Seller of the Environmental Attributes and Environmental Incentives. Purchaser shall be solely responsible for notifying Seller of any action or omission that could impair such value and for consulting with Seller as necessary to prevent impairment of the value of Environmental Attributes and Environmental Incentives.

3. THE SYSTEM.

3.1 Installation, Operation, and Maintenance of the System. Seller shall be responsible for the installation, operation, and maintenance of the System in a manner consistent with Prudent Operating Practice. If the supply of Energy from the System is interrupted as a result of malfunction or other shutdown, Seller shall use commercially reasonable efforts to remedy such interruption. Seller shall comply with all applicable laws and regulations relating to the operation of the System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits, other than permits that, by their nature, can only be obtained by Purchaser.

3.2 Critical Milestones

3.2.1 Milestones. Seller shall achieve the following development milestones on or before the date(s) set forth in the subsections below:

- a. Receipt of all permit(s) necessary to construct the System, no later than January 15, 2016;
- b. Commencement of actual construction activities on the Premises, no later than February 1, 2016; and
- c. Achievement of Commercial Operation Date no later than April 1, 2016.

3.3 Conditions Precedent to Commencement of Construction and Installation.

Commencement by the Seller of construction and installation activities shall be subject to the satisfaction of the following conditions precedent:

3.3.1 Seller shall have entered into the applicable contract(s) for construction and installation of the System, subject to the terms of the applicable financing, if any;

3.3.2 Seller shall have obtained the permits, licenses and other approvals required to be obtained by Seller prior to such commencement. Seller shall notify Purchaser in writing promptly if any permits, licenses or approvals are denied or if any third party has taken action that may hinder or delay the construction and installation of the System; and

3.3.3 Seller shall have received satisfactory notice that the applications for Environmental Incentives for the System at the Premises have been accepted and approved by the appropriate governing agency; provided, however, if any of the foregoing conditions precedent are not completed by April 1, 2016, Seller or Purchaser shall have the option to terminate this Agreement without triggering the default provisions of this Agreement and without triggering any liability under this Agreement. Alternatively, in the event that such conditions precedents are not satisfied by such date, the Parties may mutually agree in writing to amend this Agreement to revise the Commercial Operation Date and term of this Agreement.

3.4 Maintenance of Health and Safety. Seller shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If Seller becomes aware of any circumstances relating to the Premises or the System that creates an imminent risk of damage or injury to any Person or any Person's property (and, should Purchaser become aware of such circumstances, Purchaser shall promptly notify Seller with respect thereto), Seller shall take prompt action to prevent such damage or injury and shall promptly notify Purchaser. Such action may include disconnecting and removing all or a portion of the System, or suspending the supply of Energy to Purchaser.

3.5 Phone/Data Line. In order to allow Seller to provide Purchaser and third parties with access to real-time online data related to the measurement of System performance, Purchaser shall permit Seller reasonable access to Purchaser's broadband internet connection located at the Premises. If Purchaser does not maintain such internet connection on the

Premises, Purchaser shall reasonably cooperate with Seller to allow Provider to install and maintain a broadband internet connection at the Premises.

3.6 Assistance with Permits and Licenses. Upon Seller's request, Purchaser shall assist and cooperate with Seller, at Seller's cost, to acquire and maintain approvals, permits, and authorizations including but not limited to those permits and approvals listed in Exhibit F or to facilitate Seller's compliance with all applicable laws and regulations related to the construction, installation, operation, maintenance, and repair of the System, including providing any building owner or occupant authorizations, and signing any applications for permits, local utility grid interconnection applications, and rebate applications as are required by law to be signed by Purchaser. Purchaser shall also deliver to Seller copies of any necessary approvals, permits, rebates, or other financial incentives that are required by law in the name or physical control of Purchaser.

3.7 Commercial Operation Date. Seller shall deliver notice to Purchaser of the occurrence of the Commercial Operation Date, which shall be the earlier of April 1, 2016 or the date on which all of the following shall have occurred: (a) Seller shall have certified to Purchaser that the System is substantially complete and capable of regular commercial operation in accordance with good practices and manufacturer guidelines for all material components and that all performance testing has been satisfactorily completed, (b) all permits and licenses required to be obtained in connection with the operation of the System shall have been obtained and be in full force and effect, and (c) Seller shall have entered into an Interconnection Agreement with the Utility and completed all interconnection requirements.

3.8 Early Termination. In the event that the Commercial Operation Date has not occurred by three hundred and sixty five (365) days from the Effective Date of this Agreement, Purchaser may terminate this Agreement upon thirty (30) days' written notice to Seller delivered at any time prior to the actual Commercial Operation Date; provided, however, that the foregoing date shall be extended on a day-for-day basis for up to three hundred and sixty five (365) days for any Force Majeure occurring after the Effective Date and prior to the Commercial Operation Date, or for any delay attributable to Purchaser, including, without limitation, actions by Purchaser which restrict Seller's access to the Premises.

3.9 Seller's Taxes. Subject to Section 3.10, Seller is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any and all franchise fees or similar fees relating to Seller's ownership of the System.

3.10 Purchaser's Taxes. Purchaser is responsible for paying all taxes, charges, levies, and assessments against the Premises. Purchaser is also responsible for paying all sales, use, and other taxes, and any and all franchise fees or similar fees assessed against Purchaser as a result of Purchaser's purchase of the Energy and, in the event that Purchaser exercises the Purchase Option, its purchase and ownership of the System, which fees are not otherwise the obligation of Seller.

3.11 Notice of Damage. Purchaser shall promptly notify Seller of any physical conditions or other circumstances of which Purchaser becomes aware that indicate there has been or might be damage to or loss of the use of the System or that could reasonably be expected to

adversely affect the System.

4. PAYMENT AND METERING.

4.1 Consideration for Energy Delivered. As consideration for the delivery of Energy by Seller, Purchaser shall pay for Energy delivered hereunder at the applicable Energy Price.

4.2 Invoicing. Seller shall invoice Purchaser for Energy monthly. Seller shall deliver each invoice within ten (10) Business Days after the end of each monthly billing period. Each invoice shall be levelized and calculated based on the amount of Energy expected to be generated over the course of a year multiplied by the then-applicable Energy Price and divided by twelve (12). The amount due shall be prorated for any partial month during the Contract Term. Purchaser shall pay the amount due to Seller within fifteen (15) Business Days after receipt of each invoice. Notwithstanding the foregoing, in the event that Purchaser elects to renew this Agreement pursuant to Section 8.3, Purchaser shall pay the Renewal Rate for Energy provided during such renewal period.

4.3 True-Up. Annually, but no later than fifteen (15) Business Days after the end of each calendar year, Seller shall deliver to Purchaser a statement that shall set out the amount of Energy delivered in kWh during the past calendar year, the then-applicable Energy Price, and the total amount paid to Seller during that calendar year. Such statement shall include sufficient details so that Purchaser can reasonably confirm the accuracy of the statement including, among other details, beginning and ending meter readings. The statement shall describe the amount due from Purchaser to Seller for any overproduction of Energy versus that estimate used in the calculation of the levelized repayment schedule, as described in Section 4.2 above, or the amount due from Seller to Purchaser for any underproduction of Energy versus that estimate. Purchaser shall pay the amount due to Seller, or Seller shall pay the amount due to Purchaser, within fifteen (15) Business Days after receipt of each statement. If Purchaser does not pay Seller the amount due within fifteen (15) Business Days after receipt of each statement, such amount shall accrue interest at the Interest Rate from the date due to the date paid.

4.4 Shutdown Requested by Purchaser. Except as set forth in this Agreement, during the term of this Agreement, Purchaser shall not take any action, or refrain from taking any action required by this Agreement, with the purpose or effect of preventing Seller from operating the System to generate Energy, delivering the Energy to the delivery point, and obtaining the Environmental Incentives. Notwithstanding the foregoing, at the request of Purchaser by reasonable prior written notice, Seller shall curtail Energy deliveries if required by the Purchaser in the ordinary course of business in the use of the Premises (a "Maintenance Shutdown"), and Seller shall, if requested by Purchaser and at Purchaser's expense, move all or such part of the System as may be required to complete such maintenance or repairs. Purchaser will be allotted the annual number of kilowatt hours of curtailed generation capacity for Maintenance Shutdowns (the "Maintenance Shutdown Allotment") set forth in Exhibit G. Any unused Maintenance Shutdown Allotment shall roll over and accumulate for a maximum of the latest five (5) Contract Years on an ongoing basis. In the event that Purchaser requests or causes a Maintenance Shutdown that would reduce the generation of Energy by more than the Maintenance Shutdown Allotment, and such Maintenance Shutdown is not due to a breach by Seller or a Force Majeure Event,

Purchaser shall be responsible to Seller for the amount of Energy revenue, plus the value of the Environmental Incentives (in each case, calculated by Seller in a commercially reasonable manner) that are foregone as a result of a Maintenance Shutdown lasting longer than permitted by the Maintenance Shutdown Allotment. Seller and Purchaser shall reasonably cooperate to mitigate the damages suffered as a result of any excess maintenance shutdowns, including, if feasible, by a partial rather than complete shutdown of the system and/or the continued delivery of power to the local utility in order to generate Environmental Incentives. In no case shall Purchaser be required to pay damages in excess of the Purchase Price (as hereinafter defined), in each case as in effect at the commencement of such maintenance shutdown. Nothing in this Agreement shall prevent Purchaser or its first responders from shutting down the System in the event of an emergency, and Seller shall install and at all times maintain all emergency shutdown or disconnect equipment and signage as may be required by the Purchaser's local electric utility, or otherwise required as a condition of any of the required consents, approvals, permits, licenses and authorizations from relevant Governmental Authorities, utility personnel, and the Premises' owners.

4.5 Disputed Amounts. A Party may in good faith dispute the correctness of any statement (or any adjustment to any statement) under this Agreement at any time within six (6) months following the delivery of the statement (or statement adjustment). In the event that either Party disputes any statement or statement adjustment, such Party shall nonetheless pay the full amount of the applicable statement or statement adjustment (except any portions thereof that are reasonably believed to be inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this Agreement, and to give notice of the objection to the other Party. Any required payment will be made within fifteen (15) Business Days after resolution of the applicable dispute, together with interest accrued at the Interest Rate from the due date to the date paid.

4.6 Metering of Delivery. Seller shall measure the amount of Energy supplied to Purchaser at the Delivery Point using a commercially available, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Purchaser shall cooperate with Seller to enable Seller to have reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have standard industry telemetry and/or automated meter reading capabilities to allow Seller to read the meter remotely. If Seller elects to install telemetry allowing for remote reading, Purchaser shall allow for the installation of necessary communication lines and shall reasonably cooperate in providing access for such installation. The meter shall be kept under seal, such seal to be broken only when the meter is to be tested, adjusted, modified, or relocated. In the event that either Party breaks a seal, such Party shall notify the other Party as soon as practicable. All Meters shall be installed consistent with all requirements and good practices specified by the Utility and the regional transmission operator, ISO New England.

4.7 Meter Verification. Annually, or earlier if Seller has reason to believe there may be a meter malfunction, Seller shall test the meter and provide copies of such tests to Purchaser. The tests shall be conducted by a qualified independent third party. Seller shall notify Purchaser seven (7) days in advance of each such test, and shall permit Purchaser to be present during such tests. If a meter is inaccurate, Seller shall promptly cause the meter to be repaired or replaced. If

a meter is inaccurate by more than two percent (2%) and the duration of such inaccuracy is known, then prior statements shall be adjusted accordingly. If a meter is inaccurate by more than two percent (2%) and it is not known when the meter inaccuracy commenced, then prior statements shall be adjusted for the amount of the inaccuracy on the basis that the inaccuracy persisted during one-half of the period since the prior meter test.

Once per calendar year and after reasonable written notice, Purchaser shall have the right to audit all such meter data and witness testing of the meters and the System's output at a mutually agreed to date and time, and any such audit shall be at Purchaser's sole cost and expense. Purchaser shall have a right of access to all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations.

4.8 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all statements under this Agreement, for a period of at least two (2) years, and Seller shall grant Purchaser reasonable access to those books, records, and data at the principal place of business of Seller. Purchaser may examine such books and records relating to transactions under, and administration of, this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours.

4.9 Change in Law. The Parties acknowledge and agree that the Energy Price is based on assumptions related to the availability to the Provider of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in law that results in a material adverse economic impact on Seller in respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties fail to enter into such an amendment by the end of such thirty (30) Business Day period, Seller may, but shall not be required to, terminate this Agreement. Following such termination, neither Party shall bear any liability to the other Party, and Seller shall remove the System from the Premises within one hundred eighty (180) days of such termination.

5. OPTION TO PURCHASE SYSTEM.

5.1 Grant of Purchase Option. Seller hereby grants to Purchaser the right and option to purchase all of the Seller's right, title, and interest in and to the System on the terms set forth herein ("Purchase Option"). Purchaser may exercise the Purchase Option on the fifth (5th) anniversary of the Commercial Operation Date and on each successive anniversary of the Commercial Operation Date during the remainder of Contract Term, or simultaneously with the termination of this Agreement pursuant to Section 10.2 (collectively, the "Purchase Option Dates"), provided that no Purchaser Event of Default, or any event which with the passage of time will become a Purchaser Event of Default, has then occurred and is ongoing.

5.2 Determination of Purchase Price. Purchaser may, at any time within thirty (30) days following each Purchase Option Date, request a determination of the purchase price under the Purchase Option (the "Purchase Price"). The Parties shall attempt to determine the Purchase Price by mutual agreement. If the Parties have not agreed on the Purchase Price within thirty

(30) days after Purchaser's request for a Purchase Price determination, then the Purchase Price shall be the fair market value of the System, as determined by an independent appraiser retained by the Parties (the "Independent Appraiser"), provided that the Purchase Price shall in no event be less than the applicable amount set forth on Exhibit E. The Independent Appraiser shall be an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System, and who specifically has prior experience valuing solar energy generating facilities. The Independent Appraiser shall be reasonably acceptable to Seller. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his or her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the Parties or their respective affiliates. The fair market value assessment of the System shall consider, among other things, the income and savings associated with the System for the remaining portion of the Contract Term, and the System's past and projected performance. The Independent Appraiser shall make a determination of the Purchase Price within thirty (30) days of appointment (the "Price Determination"). Upon making the Price Determination, the Independent Appraiser shall provide a written notice thereof to both Seller and Purchaser, along with all supporting documentation detailing the method of calculation of the Purchase Price. Except in the event of fraud or manifest error, the Price Determination shall be a final and binding determination of the fair market value. If Purchaser wishes to exercise the Purchase Option following the Price Determination, it shall deliver an exercise notice to Seller within ten (10) days of receipt of the Price Determination (the "Exercise Period"). Any such exercise notice shall be irrevocable once delivered. If Purchaser does not exercise the Purchase Option during the Exercise Period, then the Price Determination shall be null and void, and Purchaser may not request a new determination of the Purchase Price until the next Purchase Option Date. Each Price Determination by an Independent Appraiser shall be at Purchaser's expense, provided that in the event Purchaser exercises the Purchase Option, the applicable Price Determination shall be at Seller's expense.

5.3 Terms and Date of System Purchase. The Parties shall consummate the sale of the System to Purchaser no later than forty-five (45) days following Purchaser's exercise of the Purchase Option. On the effective date of such sale (the "Transfer Date") (a) Seller shall surrender and transfer to Purchaser all of Seller's right, title, and interest in and to the System and shall retain all liabilities arising from or relating to the System that arose prior to the Transfer Date; (b) Purchaser shall pay the Purchase Price to Seller in readily available funds, and shall assume all liabilities arising from or relating to the System as of and after the Transfer Date; and (c) both the Seller and the Purchaser shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System in Purchaser, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third-party consents and approvals, and such similar documents as may be reasonably necessary to complete and conclude the sale of the System to Purchaser. The purchase and sale of the System shall be on an "as-is, where-is" basis, and Seller shall not be required to make any warranties or representations with regard to the System, but Seller shall, to the extent reasonably possible, transfer or assign to Purchaser all manufacturer and third-party warranties with respect to the System or any part thereof.

5.4 Interconnection Agreement. Notwithstanding Section 1.7 of any Interconnection Agreement signed between Seller, Purchaser, and Utility (the “Interconnection Agreement”), Seller will forego all of its rights and responsibilities under such Interconnection Agreement, or agree in writing to a termination thereof, should Purchaser elect to exercise the Purchase Option.

6. TITLE AND RISK OF LOSS.

6.1 Title. Seller shall at all times retain title to and be the legal and beneficial owner of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part or fixture of the Premises. Seller may file one or more precautionary financing statements in jurisdictions it deems appropriate with respect to the System in order to protect its rights in the System.

6.2 Risk of Loss. Seller shall bear the risk of loss for the System, except to the extent caused by the breach by Purchaser of its obligations under this Agreement, the Site Lease or the negligence or intentional misconduct of Purchaser or its invitees.

6.3 System Casualty. Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of Seller’s insurance provider, the System is determined to have experienced a constructive total loss, Seller shall have the option, in its sole discretion, to repair or replace the System or terminate this Agreement. Seller shall notify Purchaser in writing of its election within thirty (30) days after the date of the damage to the System. Seller shall under all circumstances be entitled to all insurance proceeds with respect to the System. If Seller elects to repair or replace the System, Seller shall undertake such repair or replacement as quickly as practicable. If Seller elects to terminate this Agreement, the termination shall be effective immediately upon delivery of the notice under this Section 6.3.

7. FORCE MAJEURE.

7.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure. Notwithstanding anything in this Section 7.1 to the contrary, no payment obligation of Purchaser under this Agreement for amounts due and owing for Energy already provided may be excused or delayed as the result of Force Majeure. In case a Force Majeure event continues for at least eighteen (18) months, then either Party may terminate this Agreement by written notice to the other.

7.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof and the

anticipated extent of any delay or interruption in performance; provided, however, that a Party's failure to give timely notice shall not affect such Party's ability to assert Force Majeure unless the delay in giving notice prejudices the other Party.

8. ADDITIONAL COVENANTS.

8.1 Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the System or any portion thereof. If Purchaser breaches its obligations under this Section 8.1, it shall promptly notify Seller in writing, shall promptly cause any lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred in discharging and releasing such lien.

8.2 Extension of Term. Upon prior written notice to Seller at least one-hundred eighty (180) days prior to the expiration of this Agreement, Purchaser shall have the option to renew the term of this Agreement for one (1) additional five (5) year period at the Renewal Rate escalated annually at a rate mutually agreed to by the parties.

8.3 Performance Assurance; Downgrade Event. If Seller at any time has reasonable grounds to believe that Purchaser's or Purchaser's Performance Assurance provider's creditworthiness or performance under this Agreement has or will become unsatisfactory, or if Purchaser or Purchaser's Performance Assurance provider experiences a Downgrade Event, then Seller may by written notice require Purchaser to provide Performance Assurance within three (3) Business Days. Purchaser shall obtain and maintain such Performance Assurance, unless otherwise agreed upon by Seller in writing.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

9.1.1 Purchaser has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Purchaser;

9.1.2 This Agreement constitutes Purchaser's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Purchaser that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Purchaser;

9.1.4 The audited financial statements of Purchaser dated the past two fiscal years, and the related audited statements of income shareholders' equity and cash flows for the fiscal years ended on such dates and the unaudited interim financial statements of Purchaser (i) were prepared in accordance with generally accepted accounting principles consistently applied throughout the respective periods covered thereby, except as otherwise expressly noted therein; and (ii) present fairly the financial condition of Purchaser as of the dates thereof and results of its operations for the periods covered thereby. Purchaser further represents and warrants to Seller that since the date of the most recent of the above-referenced audited financial statements, there has been no material adverse change in Purchaser's financial condition, business, operations or prospects; and

9.1.5 Notwithstanding Section 3.1.2 of the Interconnection Agreement, the Purchaser shall not terminate such Interconnection Agreement without prior written approval from Seller.

9.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

9.2.1 Seller has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Seller;

9.2.2 This Agreement constitutes Seller's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

9.2.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Seller that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Seller;

9.2.4 Neither the System nor any of Seller's services provided to Purchaser pursuant to this Agreement infringe on any third party's intellectual property or other proprietary rights; and

9.2.5 Notwithstanding Section 3.1.2 of the Interconnection Agreement, the Seller shall not terminate such Interconnection Agreement without prior written approval from Purchaser.

10. DEFAULTS/REMEDIES.

10.1 Seller Event of Default. Each of the following events shall constitute a “Seller Event of Default”:

10.1.1 Seller fails to pay to Purchaser any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Seller;

10.1.2 (i) Seller commences a voluntary case under any bankruptcy law; (ii) Seller fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Seller remains undismissed or undischarged for a period of sixty (60) days; and

10.1.3 Seller breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Purchaser’s notice of such breach, Seller has failed to cure the breach within such thirty (30) day period, or (ii) if Seller has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Seller has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Purchaser’s notice).

10.2 Purchaser’s Remedies. If a Seller Event of Default has occurred and is continuing, Purchaser may terminate this Agreement by written notice to Seller following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity, including, in the event such Seller Event of Default occurs and is continuing after the fifth (5th) anniversary of the Commercial Operation Date, exercising the Purchase Option. If the Purchaser does not exercise the Purchase Option pursuant to a Seller Event of Default, the Seller must remove the System from the Premises with sixty (60) days and restore the Premises to its condition prior to installation excluding normal wear and tear.

10.3 Purchaser Event of Default. Each of the following events shall constitute a “Purchaser Event of Default”:

10.3.1 Purchaser fails to pay to Seller any amount when due under this Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to Purchaser;

10.3.2 (i) Purchaser commences a voluntary case under any bankruptcy law; (ii) Purchaser fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Purchaser in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Purchaser remains undismissed or undischarged for a period of sixty (60) days;

10.3.3 Owner breaches any of its obligations under the Site Lease;

10.3.4 Purchaser ceases to conduct business at the Premises;

10.3.5 Purchaser (i) refuses to execute any document required for Seller to obtain any Environmental Attributes or Environmental Incentives related to the System, or (ii) causes any material change to the condition of the Premises that has a material adverse effect on the System; and

10.3.6 Purchaser breaches any other material term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Purchaser.

10.4 Seller's Remedies. If a Purchaser Event of Default has occurred and is continuing, Seller may terminate this Agreement by written notice to Purchaser following the expiration of the applicable cure period. Seller may also exercise any other remedy it may have at law or equity, including recovering from Purchaser all resulting damages, which damages shall include, but not be limited to, projected payments for Energy generated for the remainder of the Contract Term; the cost of removing the System from the Premises; any loss or damage to Seller due to lost or recaptured Environmental Attributes or Environmental Incentives, including, without limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code, the grant in lieu of tax credits pursuant to Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, and accelerated depreciation for the System; and all other amounts of any nature due under this Agreement (collectively, the "PPA Damages"). Pending Purchaser's payment of the PPA Damages, Seller may remain on the Premises and sell Energy and Environmental Attributes produced by the System to any third party.

10.5 Effect of Termination of Agreement. Upon the termination of this Agreement, any amounts then owing by a Party to the other Party shall become immediately due and payable and the then future obligations of Purchaser and Seller under this Agreement shall be terminated. Such termination shall not relieve either Party from obligations accrued prior to the effective date of termination or expiration.

10.6 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

10.7 Limitation of Liability.

10.7.1 SELLER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000).

10.7.2 PURCHASER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

11. **FINANCING ACCOMMODATIONS.**

11.1 Purchaser Acknowledgment. Purchaser acknowledges that Seller may finance the System and that Seller's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to any financing Seller of which Seller has notified Purchaser in writing (each, a "Financing Party"), Purchaser agrees as follows:

11.1.1 Consent to Collateral Assignment. Seller shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Purchaser hereby consents to the collateral assignment by Seller to any Financing Party of Seller's right, title, and interest in and to this Agreement.

11.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or event of default of Seller in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Seller (unless Financing Party has succeeded to Seller's interests) to perform any act, duty, or obligation of Seller, but Purchaser hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Financing Party, Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Seller Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new power purchase agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

11.1.3 Financing Party Cure Rights. Purchaser shall not exercise any right to terminate or suspend this Agreement unless Purchaser has given prior written notice to each Financing Party of which Purchaser has notice. Purchaser's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Purchaser's and Seller's obligations under this Agreement shall otherwise remain in effect, and Purchaser and Seller shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

11.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 11.1.3, then this Agreement shall continue in full force and effect.

11.2 Notice of Defaults and Events of Default. Purchaser agrees to deliver to each Financing Party a copy of all notices that Purchaser delivers to Seller pursuant to this Agreement.

12. NOTICES. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Seller: CEFIA Holdings LLC
 845 Brook Street
 Rocky Hill, CT 06067
 Attention: General Counsel

To Purchaser: Town of Fairfield
 Sullivan Independence Hall, Second Floor
 725 Old Post Road
 Fairfield, CT 06824
 Attention: First Selectman

13. GOVERNING LAW; VENUE.

13.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

13.2 VENUE. PURCHASER AND SELLER EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN HARTFORD COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE. PURCHASER AND SELLER EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

14. INDEMNIFICATION.

14.1 Seller's Indemnity to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser (including Purchaser's permitted successors and assigns) and Purchaser's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Purchaser Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Purchaser Indemnified Parties arising from or relating to (i) Seller's breach of this Agreement, or (ii) Seller's negligence or willful misconduct. Seller's indemnification obligations under this Section 14.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Purchaser Indemnified Party.

14.2 Purchaser's Indemnity to Seller. Purchaser shall indemnify, defend, and hold harmless Seller (including Seller's permitted successors and assigns) and Seller's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Seller Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Seller Indemnified Parties arising from or relating to (i) Purchaser's breach of this Agreement, or (ii) Purchaser's negligence or willful misconduct. Purchaser's indemnification obligations under this Section 14.2 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Seller Indemnified Party.

15. INSURANCE.

15.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Contract Term insurance coverage in the amounts and types set forth on Exhibit C. Each policy of insurance maintained by Purchaser shall (a) name Seller as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to Seller. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

15.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

15.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

16. CONFIDENTIAL INFORMATION.

16.1 Confidentiality. Neither Party (the “Receiving Party”) shall use for any purpose other than performing its obligations under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the “Disclosing Party”), any confidential information of the Disclosing Party. Confidential information includes, without limitation, this Agreement and exhibits hereto; all information or materials prepared in connection with the System; drawings; specifications; techniques; models; data; documentation; Purchaser, supplier, or personnel names and other information related to Purchasers, suppliers, or personnel; pricing policies and financial information; and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party (i) as required by any court or other Governmental Authority, or by any stock exchange on which the shares of any Party are listed; (ii) as otherwise required by law; (iii) as advisable or required in connection with any government or regulatory filings, including, without limitation, filings with any regulating authorities covering the relevant financial markets; (iv) to its attorneys, accountants, financial advisors, or other agents, in each case bound by confidentiality obligations; (v) to banks, investors, and other financing sources and their advisors, in each case if any such Person has agreed to abide by the terms of this Section 16.1; (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by the same or similar confidentiality obligations; or (vii) to any Governmental Authority in connection with any Environmental Incentive. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, it shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure.

16.2 Irreparable Injury; Remedies. Purchaser and Seller each agree that disclosing Confidential Information of the other Party in violation of the terms of this Article 16 may cause

irreparable harm, and that, notwithstanding Section 10.5, the harmed Party may immediately seek any and all remedies available to it at law or in equity, including, but not limited to, injunctive relief from a court of competent jurisdiction.

17. MISCELLANEOUS.

17.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Seller may assign any of its rights, duties, or obligations under this Agreement, without the consent of Purchaser, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System.

17.2 Entire Agreement. This Agreement and the Site Lease represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

17.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Purchaser.

17.4 No Partnership or Joint Venture. Seller and Seller's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Purchaser. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

17.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

17.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

17.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

17.8 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

17.9 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Seller to dedicate the System to public use or subject itself to regulation as a “public utility” (as such term may be defined under any applicable law).

17.10 Service Contract. The Parties acknowledge and agree that, for accounting and tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract for the sale to Purchaser of energy produced at an alternative energy facility.

17.11 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

17.12 Publicity. The Parties agree that each may, from time to time, issue press releases regarding the System, provided, however that neither Party shall issue a press release regarding the System without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties shall cooperate with each other in connection with the issuance of such press releases. Purchaser shall not make claims of using solar energy at the Premises. Purchaser may publicize that it is serving as a host for the System and display photographs of the System in its advertising and promotional materials, provided that such materials shall identify Seller as the owner and developer of the System and shall be consistent with Section 2.3.

17.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (“.PDF”) signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

17.14 Further Assurances.

17.14.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

17.14.2 Certificates. From time to time, Purchaser shall provide within fifteen (15) Business Days after receipt of a written request from Seller (i) a lien waiver from any party purporting to have a lien, security interest, or other encumbrance on the Premises,

confirming that it has no interest in the System, or (ii) an estoppel certificate attesting, to the knowledge of Purchaser, of Seller's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations reasonably requested by the recipient of the estoppel certificate

17.14.3. Opinion. Upon the receipt of a written request from Seller, Purchaser shall deliver an opinion of counsel, in form and substance satisfactory to Seller, confirming (i) the enforceability of this Agreement and the Site Lease against Buyer, and (ii) the accuracy of the representations and warranties of Purchaser set forth in Section 9.1 of this Agreement and Section 6.1 of the Site Lease.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Solar Power Purchase Agreement to be duly executed and delivered as of the Effective Date.

SELLER

PURCHASER

CEFIA Holdings LLC

The Town of Fairfield

By: _____

By: _____

Name:

Name:

Title:

Title:

SYSTEM SITE LEASE AGREEMENT

This SYSTEM SITE LEASE AGREEMENT (this “Agreement”) is made and entered into as of September 1, 2015 (the “Effective Date”) by and between CEFIA Holdings LLC, a Connecticut limited liability company (“Lessee”), and the Town of Fairfield, a municipal corporation organized and existing under the laws of the State of Connecticut (“Lessor”). Each of Lessor and Lessee are sometimes referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Lessor is the owner of certain real property located in Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 600 Jennings Road, Fairfield, CT 06824, as more particularly described on Exhibit A attached hereto (the “Premises”) and which includes the area on which the System will be installed (the “Project Site”);

WHEREAS, Lessee is the developer, owner, and operator of photovoltaic solar energy generation equipment and facilities;

WHEREAS, Lessee (as Seller) and Lessor (in this capacity, “Purchaser”) are parties to that certain Solar Power Purchase Agreement dated of even date herewith (the “Solar PPA”), pursuant to which Lessee has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Lessee, all of the electrical energy produced by the System (as defined in the Solar PPA) to be installed and operated on the Premises by Lessee; and

WHEREAS, as a condition to entering into the Solar PPA, Lessee requires Lessor to enter this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Solar PPA.

2. LEASE.

2.1 Lease. Lessor hereby leases the Project Site to Lessee in accordance with the terms and conditions and for the purposes set forth herein. The Parties intend that this lease create a valid and present interest in the Project Site in favor of Lessee. Therefore, this Agreement is an interest in and encumbrance upon the Project Site which shall run with the land and shall be binding upon the Project Site and Lessor and its successors and assigns for the benefit of Lessee and its successors and assigns.

2.2 Term. The term of this Agreement shall be for twenty (20) years and shall be coterminous with the Solar PPA, commencing on the Effective Date (the “Term”); provided that this Agreement shall terminate (i) automatically upon the termination or expiration of the Solar PPA for a reason other than an Event of Default by Lessee in its capacity as Purchaser under the Solar PPA, and (ii) in the case of termination by Lessee following an Event of Default by Lessor in its capacity as Purchaser under the Solar PPA, following the payment of PPA Damages (as defined in the Solar PPA) to Lessee.

2.3 Payment to Lessor. Lessee shall pay to Lessor as rent the one-time sum of \$1.00 (the “One-Time Payment”) within fifteen (15) days after the Effective Date. Lessor acknowledges and agrees that the One-Time Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor under this Agreement.

2.4 Permitted Uses. Lessee shall have the right to occupy and use the Project Site for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, “Operations”) including, but not limited to, the construction, installation, improvement, relocation, operation, maintenance and repair of the System and, as may be occasioned by the termination of the Solar PPA, removal of the System.

2.5 Lessee’s Exercise of Rights. Lessee may construct and install the System on the Premises in the manner Lessee deems reasonable and appropriate; provided, however, that Lessee shall not unreasonably interfere with Lessor’s use, operation, or maintenance of the Premises. The System shall be installed within the areas of the Project Site.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, start-up, maintenance, repair, replacement, operation and removal of the System. Lessor acknowledges and agrees that Lessee’s use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines. Without limiting the generality of the foregoing,

2.7 Construction Laydown Area. Lessor shall provide Lessee sufficient space on the Premises for the temporary storage and staging of tools, materials and equipment reasonably necessary during installation and any maintenance, repair, replacement or removal of the System, provided that Lessee shall use commercially reasonable efforts to minimize disruption to Lessor’s operations, and provided further that Lessee understands and acknowledges that space is limited at the Premises. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes.

2.8 Notice. Except as may be required by an emergency, Lessee shall give Lessor reasonable written or telephonic notice before any entry onto the Premises by Lessee’s employees, agents, or contractors. In the event of Lessee’s entry due to an emergency, Lessee shall promptly notify Lessor of its entry and the nature of the emergency.

3. EASEMENTS.

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Premises, on, under, over, and across the Premises and any other real property adjacent to the Premises and owned by Lessor (collectively, the “Easement Area”), for the purposes of locating, installing, operating, maintaining, improving, repairing, relocating, and removing the System on the Premises (the “Use Rights”). The Use Rights include the right of parking, access, and ingress to and egress from the System on, over, and across the Easement Area during the Term, and shall survive, unless Purchaser has exercised the Purchase Option, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the System. Without limiting the foregoing grant, Lessor covenants that the Use Rights may be used to achieve all the purposes set forth in the Solar PPA.

3.2 Solar Easement. Lessor hereby grants Lessee a solar easement on, over, and above the Easement Area for the free passage of solar radiation to the System. Lessor shall not obstruct, or allow any tenant or assignee of Lessor to obstruct, the passage of direct solar radiation across the Easement Area to the System. Trees, structures, and improvements located on the Easement Area as of the Effective Date shall be allowed to remain, and Lessee may not require their removal; provided that Lessee may require that any trees or other vegetation be pruned or trimmed to the point that they do not obstruct the passage of direct solar radiation across the Easement Area to the System to a degree greater than on the Effective Date. Lessor shall not place or plant any trees, structures, or improvements on the Easement Area after the Effective Date that may, in Lessee’s sole judgment, impede or interfere with the passage of direct solar radiation to the System, unless Lessor has received prior written approval from Lessee. Lessee and Lessor further agree to execute and record such instruments or addenda to this Agreement as may be required under applicable State or local law to evidence the solar easement granted in this Section.

4. RIGHTS OF LESSEE.

4.1 Solar Resources. Lessee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Lessor shall not grant any rights in the Premises purporting to permit others to conduct Operations on the Premises in derogation of Lessee’s sole and exclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the System on the Premises or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Premises, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing such claims.

4.2 Signage. Lessee shall have the right to erect, modify, and maintain reasonable signage on the Premises with respect to the System and to Lessee’s interests therein. Lessee shall, at Lessee’s expense, obtain all necessary permits and approvals of appropriate land use bodies required to erect said signage.

4.3 Enforcement of Legal Rights. Lessee shall have the right to enforce Lessor’s

rights under applicable laws protecting solar energy systems from obstruction. Lessor shall cooperate with any efforts by Lessee to enforce such rights. Lessee shall bear all costs and expenses incurred in enforcing said rights.

5. DESIGN AND CONSTRUCTION OF SYSTEM.

5.1 Design and Construction. Lessor hereby consents to the construction of the System in accordance with the plans and specifications set forth on the attached Exhibit C. Lessee shall coordinate construction of the System so as to reasonably minimize disruption to the Premises and to Lessor's activities thereon.

5.2 Removal Upon Termination. Upon the termination or expiration of this Agreement for any reason, unless Purchaser has exercised the Purchase Option, Lessee shall, within one hundred and eighty (180) days after the date of expiration, remove the System from the Premises, provided that Lessee shall not be required to remove electrical wiring or infrastructure, or any portion of the System below grade level. Other than as specifically provided otherwise herein or in the Solar PPA, the removal of the System shall be at the cost of Lessee. Lessee shall restore the premises to the same condition as at the commencement of this agreement less usual wear and tear.

6. THE PREMISES.

6.1 Representations of Lessor. Lessor represents and warrants to Lessee that:

6.1.1 Lessor has the requisite capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its legislative body, and that the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessor;

6.1.2 This Agreement constitutes Lessor's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

6.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Lessor that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Lessor to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessor;

6.1.4 Lessor owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit B.

6.2 Confirmation of Ownership. At the request of Lessee, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Project Site as intended by this Agreement.

6.3 Liens.

6.3.1 Intentionally left blank.

6.3.2 Notice to Premises Lienholders and Release. Lessor shall give effective notice of Lessee's ownership of the System and the System's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises, and any other filing by Lessee in a public office regarding its ownership of the System deemed necessary or appropriate by Lessee, and Lessor hereby appoints Lessee as its agent with regarding to any such filing and authorizes Lessee to take required actions on Lessor's behalf required for such filing.

6.3.3 System Liens. Lessor shall not directly or indirectly allow any Lien on or with respect to the System by, through or under Lessor. If Lessor becomes aware of a Lien on the System by, through or under Lessor, Lessor shall promptly give Lessee written notice of such Lien and shall take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.3.4 Premises Liens. Lessee shall not directly or indirectly allow any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Agreement, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the System by Lessee. Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.4 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Project Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, and neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Project Site.

6.5 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair, or otherwise adversely affect the System or its functions, including without limitation activities that may adversely affect the System's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Agreement; (ii) take any action that will interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that may impair Lessee's access to the Premises for the

purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the System; or (vi) take any action that may impair Lessee's access to any portion of the System.

6.6 System Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the System and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Lessee attached to or used in the operation of the System, that no portion or component of the System is a fixture, and that in the event that the Premises are sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered (a "Transfer"), such Transfer shall not attach to or affect the System, or Lessee's ownership rights to the System.

6.7 Transfer of Premises. Lessor shall not Transfer all or any portion of the Premises unless the transferee agrees in writing that its interest in the Premises is subject and subordinate in all respects to the terms of this Lease. Lessor shall give Lessee at least sixty (60) days' prior notice of any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer.

6.8 Premises Security, Health and Safety. Lessor shall continue to provide any existing security measures at the Premises that are in place as of the Effective Date of this Agreement. Lessor shall maintain the Premises in a structurally sound and safe condition consistent with all applicable Laws. If Lessor becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System or any employee of Lessee, Lessor shall promptly notify Lessee.

6.9 System Security. Lessee may install, at Lessee's expense, all security measures that Lessee, in its sole discretion, determines are or may be reasonably necessary for the System. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the System or injury or damage to persons or property resulting from the System and Operations. Such measures shall not interfere with the use of the Premises.

6.10 Maintenance of Premises. Lessor shall, without interfering with the operation of the System, maintain the Premises in good condition and repair, including the integrity of the roof, and shall use commercially reasonable efforts to maintain Lessor's electrical energy equipment located on the Premises in good condition and repair so as to be able to receive and use the Energy generated by the System. Lessor shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Lessor can, upon any suspension or interruption of delivery of energy from the System, provide the Premises with its full requirements for electricity.

6.11 System Maintenance. During the Contract Term, Lessee shall, at Lessee's sole cost, maintain the System, the Project Site and all areas of the Premises used by Lessee in the Operations, in accordance with applicable laws.

6.12 Clean Condition. Lessee shall not unreasonably clutter the Project Site or the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.13 Taxes. Lessor shall pay when due all real property taxes and assessments levied against the Premises by any governmental body. If applicable, Lessee shall pay all personal property taxes levied on the system. Failure to pay said taxes shall constitute a Lessee Default.

7. DEFAULT; REMEDIES.

7.1 Lessee Default. Each of the following events shall constitute a “Lessee Default”:

7.1.1 Lessee breaches any material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Lessor’s notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessee has failed to cure the breach within a further one hundred and fifty (150) day period (such aggregate period not to exceed one hundred and eighty (180) days from the date of Lessor’s notice); and

7.1.2 (i) Lessee commences a voluntary case under any bankruptcy law; (ii) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

7.2 Lessor’s Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity.

7.3 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a “Lessor Default”):

7.3.1 Lessor breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Lessor; and

7.3.2 (i) Lessor commences a voluntary case under any bankruptcy law; (ii) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days.

7.4 Lessee’s Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, which damages shall include, but not be limited to, the PPA Damages and all other amounts of any nature due under this Agreement.

8. LIMITATIONS.

8.1 Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN

CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. THE FOREGOING NOTWITHSTANDING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

8.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

9. FINANCING ACCOMMODATIONS.

9.1 Lessor Acknowledgment. Lessor acknowledges that Lessee may finance the System and that Lessee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. In order to facilitate such financing, and with respect to each Financing Party Lessor agrees as follows:

9.1.1 Consent to Collateral Assignment. Lessee shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Lessor hereby consents to the collateral assignment by Lessee to any Financing Party of Lessee's right, title, and interest in and to this Agreement.

9.1.2 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System. Financing Party shall, as a condition of this Lease, Perform all obligations of Lessee pursuant to the Solar Power Purchase Agreement.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Lessee hereunder or cause to be cured any default or event of default of Lessee in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Lessee (unless Financing Party has succeeded to Lessee's interests) to perform any act, duty, or obligation of Lessee, but Lessor hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Lessee to Financing Party, Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Lessee Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall enter into a new site lease agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

9.1.3 Financing Party Cure Rights. Lessor shall not exercise any right to terminate or suspend this Agreement unless Lessor has given prior written notice to each Financing Party of which Lessor has notice. Lessor's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party has the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Lessor's and Lessee's obligations under this Agreement shall otherwise remain in effect, and Lessor and Lessee shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.4 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Lessee's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 9.1.3, then this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Lessor agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement.

10. NOTICES.

10.1 Notices. Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Lessee: CEFIA Holdings LLC
845 Brook Street
Rocky Hill, CT 06067
Attention: General Counsel

To Lessor: Town of Fairfield
Sullivan Independence Hall, Second Floor
725 Old Post Road
Fairfield, CT 06824
Attention: First Selectman

11. GOVERNING LAW; VENUE.

11.1 Choice of Law. This Agreement shall be construed in accordance with the laws

of the State of Connecticut, without regard to its conflict of laws principles.

11.2 VENUE. LESSOR AND LESSEE EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN FAIRFIELD COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE. LESSOR AND LESSEE EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

12. INDEMNIFICATION.

12.1 Lessee's General Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's breach of this Agreement, or (ii) Lessee's negligence or willful misconduct. Lessee's indemnification obligations under this Section 12.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

12.2 Lessee's Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

12.3 Lessor's General Indemnity. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including PPA Damages and reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's breach of this Agreement, (ii) the negligence or willful misconduct of Lessor, Lessor's tenants, or Lessor's invitees, or (iii) the failure of building or roof to support, in whole or in part, the System as installed, including changes in roof surface incline. Lessor's indemnification obligations under this Section 12.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

12.4 Lessor's Environmental Indemnity. Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties for, from, and against, any claims, costs, damages, fees,

or penalties, including PPA Damages, arising from the presence of any Hazardous Materials on or under the Premises, except to the extent that such presence is attributable to a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

13. INSURANCE.

13.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Contract Term insurance coverage in the amounts and types set forth on Exhibit D. Each policy of insurance maintained by each Party shall: (a) name the other Party as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and as an additional named insured as its interests may appear (to the extent covering any other risk); and (b) contain endorsements providing that such policy shall not be cancelled or amended with respect to the named insured and its designees without thirty (30) days' prior written notice to the relevant Party. Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder.

13.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

13.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

14. MISCELLANEOUS.

14.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Lessee may assign any of its rights, duties, or obligations under this Agreement, without the consent of Lessor, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any purchaser of the System.

14.2 Entire Agreement. This Agreement and the Solar PPA represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

14.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor.

14.4 No Partnership or Joint Venture. Lessee and Lessee's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Lessor. This Agreement shall not impart any rights enforceable by any third party

(other than a permitted successor or assignee bound to this Agreement).

14.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

14.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

14.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

14.8 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

14.9 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

14.10 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

14.11 Memorandum of Lease. Lessor and Lessee agree to execute and record a memorandum of this Lease. Lessor shall execute, with notarization, and deliver to Lessee together with its initial delivery of the signed Agreement a recordable Memorandum of Lease in form reasonably acceptable to the Parties ("Memorandum of Lease") which shall include the Exhibit A description of the Project Site and which Lessee shall then record in the Official Records of the municipality in which the Project Site is located. Lessee shall be responsible for the cost of recordation.

14.12 Estoppel Certificate. From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

15. FREEDOM OF INFORMATION ACT. Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

The Parties agree that Attachment C hereto and any attachment or exhibit provided by Contractor in compliance therewith are proprietary and confidential, and there is no necessity to mark such documents to achieve the status of proprietary and confidential.

Contractor acknowledges that (1) Green Bank has no obligation to notify Contractor of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Contractor to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this System Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSEE

CEFIA Holdings LLC

By: _____

Name:

Title:

LESSOR

Town of Fairfield

By: _____

Name:

Title:

EXHIBIT A

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as Jennings Firehouse located at 600 Jennings Road, Fairfield, CT 06824, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

"Renewal Rate" shall mean the fair market price for electricity generated by solar photovoltaic systems as determined by agreement of the Parties or through the appraisal process applicable to the Purchase Option contained in this Agreement.

"Seller" has the meaning set forth in the Preamble.

"Seller Event of Default" has the meaning set forth in Section 10.1.

"Seller Indemnified Parties" has the meaning set forth in Section 14.2.

"Site Lease" has the meaning set forth in the Recitals.

"System" means the solar energy generating system described in Exhibit B.

"Transfer Date" has the meaning set forth in Section 5.3.

"Utility" means the United Illuminating Company.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

Jennings Firehouse
System Size: 66.15 kW DC
Modules: 210 SolarWorld SW 315 (315 W) or Similar
Optimizers: 105 SolarEdge P700s or Similar
Inverters: 3 SolarEdge SE20K-US (20 KW) or Similar

Racking:
SnapNrack Series 100

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System, including products and completed operations and personal injury insurance, as well as Automobile Insurance, of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises. Seller, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Within thirty (30) days after execution of this Agreement and upon Purchaser's request annually thereafter, and so long as Seller elects not to self-insure, Seller shall deliver to Purchaser certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Purchaser, and shall include provisions regarding waiver of subrogation;

(ii) Seller shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Seller is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Seller;

(iii) Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage; and

(iv) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed

value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Seller must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT D**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.1050
2	\$0.1068
3	\$0.1087
4	\$0.1106
5	\$0.1125
6	\$0.1145
7	\$0.1165
8	\$0.1186
9	\$0.1206
10	\$0.1227
11	\$0.1249
12	\$0.1271
13	\$0.1293
14	\$0.1316
15	\$0.1339
16	\$0.1362
17	\$0.1386
18	\$0.1410
19	\$0.1435
20	\$0.1460

EXHIBIT E**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$131,898
6	\$206,709
7	\$188,068
8	\$173,047
9	\$157,949
10	\$142,773
11	\$127,516
12	\$112,179
13	\$96,758
14	\$81,253
15	\$65,662
16	\$49,983
17	\$40,232
18	\$30,359
19	\$20,364
20	\$10,245

Exhibit F

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Exhibit G

MAINTENANCE SHUTDOWN ALLOTMENT

<i>Contract Year</i>	<i>kWh</i>
1	3,000
2	3,000
3	3,000
4	3,000
5	3,000
6	3,000
7	3,000
8	3,000
9	3,000
10	3,000
11	3,000
12	3,000
13	3,000
14	3,000
15	3,000
16	3,000
17	3,000
18	3,000
19	3,000
20	3,000

EXHIBIT A

PREMISES; PROJECT SITE

The Premises are certain real property located in the town of Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 600 Jennings Road, Fairfield, CT 06824 commonly known as the Jennings Firehouse. The Project Site will be the roof of the Jennings Firehouse, to be laid out approximately as follows:



EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None

EXHIBIT C

SYSTEM DESCRIPTION

Jennings Firehouse

System Size: 66.15 kW DC

Modules: 210 SolarWorld SW 315 (315 W) or Similar

Optimizers: 105 SolarEdge P700s or Similar

Inverters: 3 SolarEdge SE20K-US (20 KW) or Similar

Racking:

SnapNrack Series 100

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(iii) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iv) Lessor may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT A

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as the Fairfield Transfer Station located at 725 Old Post Rd, Fairfield, CT 06824, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

"Renewal Rate" shall mean the fair market price for electricity generated by solar photovoltaic systems as determined by agreement of the Parties or through the appraisal process applicable to the Purchase Option contained in this Agreement.

"Seller" has the meaning set forth in the Preamble.

"Seller Event of Default" has the meaning set forth in Section 10.1.

"Seller Indemnified Parties" has the meaning set forth in Section 14.2.

"Site Lease" has the meaning set forth in the Recitals.

"System" means the solar energy generating system described in Exhibit B.

"Transfer Date" has the meaning set forth in Section 5.3.

"Utility" means the United Illuminating Company.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

System Size: 18.27kW
Modules: 58 SolarWorld SW 315 (315 W) or Similar
Optimizers: 29 SolarEdge P700s or Similar
Inverter: 1 SolarEdge SE20K-US (20KW) or Similar
Racking:

Flat Roof:
55 EcoFoot 2+ feet
42 Clamp Kits
35 Wind Deflectors
1 Engineering Certificate

Pitch Roof:
SnapNrack Series 100

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System, including products and completed operations and personal injury insurance, as well as Automobile Insurance, of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises. Seller, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Within thirty (30) days after execution of this Agreement and upon Purchaser's request annually thereafter, and so long as Seller elects not to self-insure, Seller shall deliver to Purchaser certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Purchaser, and shall include provisions regarding waiver of subrogation;

(ii) Seller shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Seller is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Seller;

(iii) Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage; and

(iv) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed

value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Seller must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT D**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.1050
2	\$0.1068
3	\$0.1087
4	\$0.1106
5	\$0.1125
6	\$0.1145
7	\$0.1165
8	\$0.1186
9	\$0.1206
10	\$0.1227
11	\$0.1249
12	\$0.1271
13	\$0.1293
14	\$0.1316
15	\$0.1339
16	\$0.1362
17	\$0.1386
18	\$0.1410
19	\$0.1435
20	\$0.1460

EXHIBIT E**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$34,176
6	\$53,338
7	\$48,465
8	\$44,594
9	\$40,703
10	\$36,792
11	\$32,861
12	\$28,908
13	\$24,935
14	\$20,939
15	\$16,921
16	\$12,881
17	\$10,368
18	\$7,824
19	\$5,248
20	\$2,640

Exhibit F

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Exhibit G

MAINTENANCE SHUTDOWN ALLOTMENT

<i>Contract Year</i>	<i>kWh</i>
1	750
2	750
3	750
4	750
5	750
6	750
7	750
8	750
9	750
10	750
11	750
12	750
13	750
14	750
15	750
16	750
17	750
18	750
19	750
20	750

EXHIBIT A

PREMISES; PROJECT SITE

The Premises are certain real property located in the town of Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 725 Old Post Rd, Fairfield, CT 06824 commonly known as the Fairfield Transfer Station. The Project Site will be the roof of the Fairfield Transfer Station, to be laid out approximately as follows:



EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None

EXHIBIT C

SYSTEM DESCRIPTION

System Size: 18.27kW

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Flat Roof:

55 EcoFoot 2+ feet

42 Clamp Kits

35 Wind Deflectors

1 Engineering Certificate

Pitch Roof:

SnapNrack Series 100

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

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“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as the Woods Library located at 1147 Fairfield Woods Road, Fairfield, CT 06825, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

"Renewal Rate" shall mean the fair market price for electricity generated by solar photovoltaic systems as determined by agreement of the Parties or through the appraisal process applicable to the Purchase Option contained in this Agreement.

"Seller" has the meaning set forth in the Preamble.

"Seller Event of Default" has the meaning set forth in Section 10.1.

"Seller Indemnified Parties" has the meaning set forth in Section 14.2.

"Site Lease" has the meaning set forth in the Recitals.

"System" means the solar energy generating system described in Exhibit B.

"Transfer Date" has the meaning set forth in Section 5.3.

"Utility" means the United Illuminating Company.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

System Size: 66.15 kW DC
Modules: 210 SolarWorld 315s or Similar
Optimizers: 105 P700s or Similar
Inverters: 3 SolarEdge SE20K-US or Similar

Racking including:
272 EcoFoot 2+ feet
246 Clamp Kit, Universal
210 Wind Deflectors, Galvanized
1 Engineer Stamped Ballast Plan

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System, including products and completed operations and personal injury insurance, as well as Automobile Insurance, of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises. Seller, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Within thirty (30) days after execution of this Agreement and upon Purchaser's request annually thereafter, and so long as Seller elects not to self-insure, Seller shall deliver to Purchaser certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Purchaser, and shall include provisions regarding waiver of subrogation;

(ii) Seller shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Seller is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Seller;

(iii) Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage; and

(iv) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed

value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Seller must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT D**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.1050
2	\$0.1068
3	\$0.1087
4	\$0.1106
5	\$0.1125
6	\$0.1145
7	\$0.1165
8	\$0.1186
9	\$0.1206
10	\$0.1227
11	\$0.1249
12	\$0.1271
13	\$0.1293
14	\$0.1316
15	\$0.1339
16	\$0.1362
17	\$0.1386
18	\$0.1410
19	\$0.1435
20	\$0.1460

EXHIBIT E**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$136,296
6	\$214,031
7	\$194,852
8	\$179,289
9	\$163,646
10	\$147,922
11	\$132,116
12	\$116,225
13	\$100,248
14	\$84,184
15	\$68,031
16	\$51,786
17	\$41,683
18	\$31,454
19	\$21,099
20	\$10,614

Exhibit F

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Exhibit G

MAINTENANCE SHUTDOWN ALLOTMENT

<i>Contract Year</i>	<i>kWh</i>
1	3,000
2	3,000
3	3,000
4	3,000
5	3,000
6	3,000
7	3,000
8	3,000
9	3,000
10	3,000
11	3,000
12	3,000
13	3,000
14	3,000
15	3,000
16	3,000
17	3,000
18	3,000
19	3,000
20	3,000

EXHIBIT A

PREMISES; PROJECT SITE

The Premises are certain real property located in the town of Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 1147 Fairfield Woods Road, Fairfield, CT 06825 commonly known as the Woods Library. The Project Site will be the roof of the Wood Library, to be laid out approximately as follows:

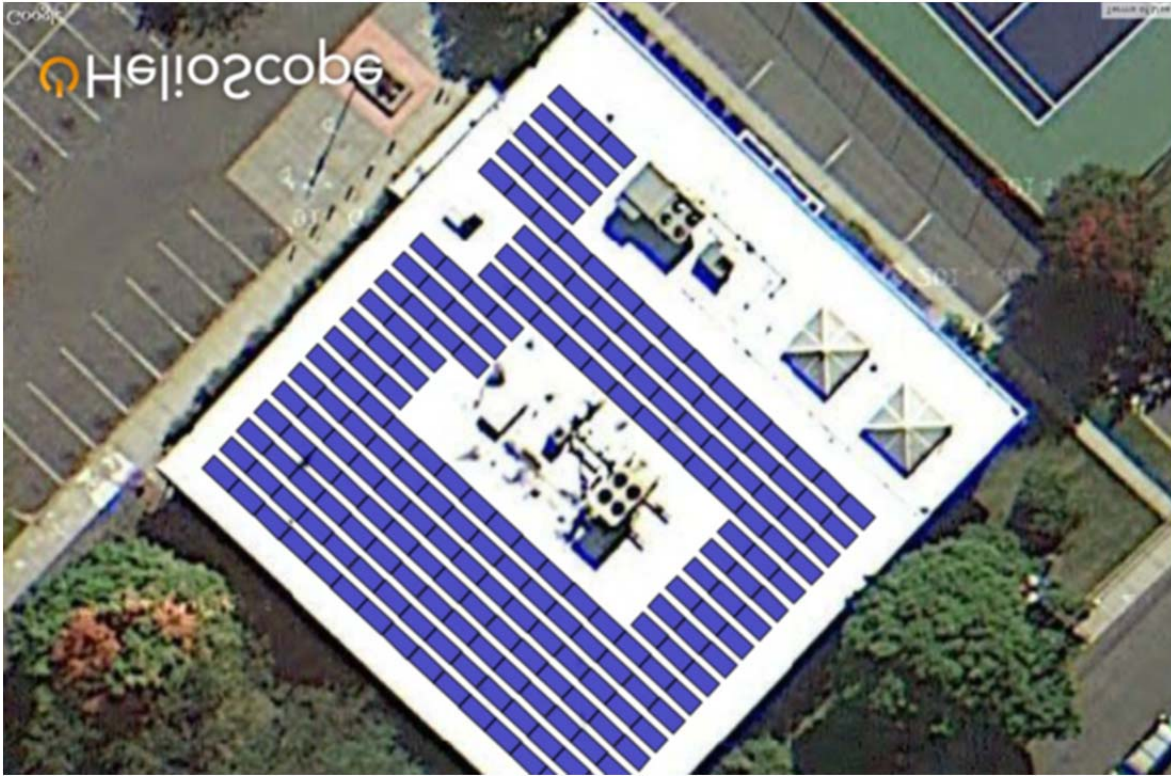


EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None

EXHIBIT C

SYSTEM DESCRIPTION

System Size: 66.15 kW DC
Modules: 210 SolarWorld 315s or Similar
Optimizers: 105 P700s or Similar
Inverters: 3 SolarEdge SE20K-US or Similar

Racking including:
272 EcoFoot 2+ feet
246 Clamp Kit, Universal
210 Wind Deflectors, Galvanized
1 Engineer Stamped Ballast Plan

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(iii) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iv) Lessor may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT A

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as the Smith Richardson Maintenance Shed located at 388 Hoyden Ln, Fairfield, CT, 06824, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

"Renewal Rate" shall mean the fair market price for electricity generated by solar photovoltaic systems as determined by agreement of the Parties or through the appraisal process applicable to the Purchase Option contained in this Agreement.

"Seller" has the meaning set forth in the Preamble.

"Seller Event of Default" has the meaning set forth in Section 10.1.

"Seller Indemnified Parties" has the meaning set forth in Section 14.2.

"Site Lease" has the meaning set forth in the Recitals.

"System" means the solar energy generating system described in Exhibit B.

"Transfer Date" has the meaning set forth in Section 5.3.

"Utility" means the United Illuminating Company.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

System Size 64.4 kW DC
Modules: CS6X-310P Canadian Solar or similar
Inverters: SE20K SolarEdge or similar
Optimizers: P700 SolarEdge or similar

Racking: TBD

Design:

The building at this location is being rebuilt. Solar will be integrated into the construction of the new structure.

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System, including products and completed operations and personal injury insurance, as well as Automobile Insurance, of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises. Seller, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Within thirty (30) days after execution of this Agreement and upon Purchaser's request annually thereafter, and so long as Seller elects not to self-insure, Seller shall deliver to Purchaser certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Purchaser, and shall include provisions regarding waiver of subrogation;

(ii) Seller shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Seller is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Seller;

(iii) Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage; and

(iv) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed

value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Seller must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT D**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.105
2	\$0.107
3	\$0.109
4	\$0.111
5	\$0.113
6	\$0.115
7	\$0.117
8	\$0.119
9	\$0.121
10	\$0.123
11	\$0.125
12	\$0.127
13	\$0.129
14	\$0.132
15	\$0.134
16	\$0.136
17	\$0.139
18	\$0.141
19	\$0.143
20	\$0.146

EXHIBIT E**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$119,381
6	\$109,442
7	\$101,898
8	\$96,951
9	\$91,514
10	\$85,544
11	\$78,994
12	\$71,814
13	\$63,949
14	\$55,338
15	\$45,917
16	\$35,616
17	\$29,809
18	\$23,399
19	\$16,333
20	\$8,554

Exhibit F

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Exhibit G

MAINTENANCE SHUTDOWN ALLOTMENT

<i>Contract Year</i>	<i>kWh</i>
1	2,700
2	2,700
3	2,700
4	2,700
5	2,700
6	2,700
7	2,700
8	2,700
9	2,700
10	2,700
11	2,700
12	2,700
13	2,700
14	2,700
15	2,700
16	2,700
17	2,700
18	2,700
19	2,700
20	2,700

EXHIBIT A

PREMISES; PROJECT SITE

The Premises are certain real property located in the town of Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 388 Hoyden Ln, Fairfield, CT, 06824 commonly known as the Smith Richardson Maintenance Shed.

The Project Site will be the roof of the Smith Richardson Maintenance Shed, to be laid out approximately as follows:



EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None

EXHIBIT C

SYSTEM DESCRIPTION

System Size 64.4 kW DC

Modules: CS6X-310P Canadian Solar or similar

Inverters: SE20K SolarEdge or similar

Optimizers: P700 SolarEdge or similar

Racking: TBD

Design:

The building at this location is being rebuilt. Solar will be integrated into the construction of the new structure.

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(iii) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iv) Lessor may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT A

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date when the System is “placed in service” for purposes of Section 48 of the Internal Revenue Code.

“Confidential Information” has the meaning set forth in Section 16.1.

“Contract Term” has the meaning set forth in Section 2.2.

“Contract Year” means the twelve (12) month period commencing on the Commercial Operation Date, and each consecutive twelve (12) month period thereafter during the Contract Term.

“Delivery Point” means the point of interconnection between the System and the Premises’ internal electrical system.

“Downgrade Event” means Purchaser at any time (a) if rated by one of the following rating agencies, is rated less than (i) Baa3 by Moody’s Investors Service, Inc. (or its successor), or (ii) BBB- by Standard and Poor’s Rating Services, a division of McGraw-Hill (or its successor), or (iii) “investment grade” by any other nationally recognized rating agency, or (b) fails to maintain Performance Assurance.

“Effective Date” has the meaning set forth in the Preamble.

“Energy” means electrical energy that is generated by the System, expressed in kWh.

“Energy Price” means, for any Contract Year, the applicable amount set forth on Exhibit D.

“Environmental Attributes” means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation’s motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (4) any property rights that may

exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs described in Conn. Gen. Stat. § 16-245a et seq. (“RECs”); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or used for compliance with local, state, or federal operating and/or air quality permits.

“Environmental Incentives” means any and all financial incentives, from whatever source, related to the construction, ownership, or operation of the System. Environmental Incentives include, but are not limited to, (i) federal, state, or local tax credits; (ii) any other financial incentives in the form of credits, reductions, or allowances that are applicable to a local, state, or federal income taxation obligation; and (iii) other grants, rebates, or subsidies, including utility incentive programs, and any incentive provided through the State of Connecticut Low Emission Renewable Energy Credit (“LREC”) and Zero Emission Renewable Energy Credit (“ZREC”) Programs. Environmental Incentives do not include Environmental Attributes.

“Exercise Period” has the meaning set forth in Section 5.2.

“Financing Party” has the meaning set forth in Section 11.1.

“Force Majeure” means any act or event that delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

“Governmental Authorities” means the United States of America and any political subdivision thereof and any agency, department, commission, board, court, or instrumentality thereof.

“Independent Appraiser” has the meaning set forth in Section 5.2.

“Interest Rate” means an annual rate equal to (a) the rate published in *The Wall Street Journal* as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus (b) five percentage points (5%); provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

“kWh” means kilowatt-hours.

“Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by either a U.S. commercial bank or a foreign bank with a U.S. branch, with such bank having a credit rating of at least “A-” from S&P or “A3” from Moody’s, in a form acceptable to Seller.

“Net Metering Rules” means the rules established pursuant to Conn. Gen. Stat. § 16-243h or Conn. Gen. Stat. § 16-244u.

“Owner” has the meaning set forth in the Preamble.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Performance Assurance” means collateral in an amount as reasonably determined by Seller and in a form (e.g., cash, Letter(s) of Credit, guaranty, or other security or credit assurance) reasonably acceptable to Seller.

“Person” means any individual, corporation (including, without limitation, any non-stock or non-profit corporation), limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental body.

“PPA Damages” has the meaning set forth in Section 10.4.

“Premises” means all the real property and improvements commonly known as Riverfield School located at 1635 Mill Plain Rd, Fairfield, CT 06824, including without limitation, the Project Site, but not the System.

“Price Determination” has the meaning set forth in Section 5.2.

“Prudent Operating Practice” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy facilities of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Purchase Option” has the meaning set forth in Section 5.1.

“Purchase Price” has the meaning set forth in Section 5.2.

“Purchase Option Dates” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Event of Default” has the meaning set forth in Section 10.3.

“Purchaser Indemnified Parties” has the meaning set forth in Section 14.1.

"Renewal Rate" shall mean the fair market price for electricity generated by solar photovoltaic systems as determined by agreement of the Parties or through the appraisal process applicable to the Purchase Option contained in this Agreement.

"Seller" has the meaning set forth in the Preamble.

"Seller Event of Default" has the meaning set forth in Section 10.1.

"Seller Indemnified Parties" has the meaning set forth in Section 14.2.

"Site Lease" has the meaning set forth in the Recitals.

"System" means the solar energy generating system described in Exhibit B.

"Transfer Date" has the meaning set forth in Section 5.3.

"Utility" means the United Illuminating Company.

EXHIBIT B

DESCRIPTION OF THE SYSTEM

DC System Size: 95.19 KW

AC System Size: 81.00 KW

Estimated Annual Energy

Output: 120 MWh

Modules: SolarWorld SW 285 mono or similar

Total # of Panels: 334

Inverters: SolarEdge SE9000K-US or similar

Total # of Inverters: 9

Optimizers: SolarEdge P600 or similar

Total # of Optimizers: 167

Racking: TBD

EXHIBIT C

INSURANCE REQUIREMENTS

(a) Seller shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System, including products and completed operations and personal injury insurance, as well as Automobile Insurance, of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Purchaser shall be named as an additional insured under this liability insurance, provided however that Seller shall in no event be obligated to repair or replace Purchaser's buildings or Premises. Seller, if it has employees, shall also maintain at all times during the term of this Agreement workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Within thirty (30) days after execution of this Agreement and upon Purchaser's request annually thereafter, and so long as Seller elects not to self-insure, Seller shall deliver to Purchaser certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Purchaser, and shall include provisions regarding waiver of subrogation;

(ii) Seller shall cause to be provided and maintained, at its sole cost, "all-risk" property insurance covering the System during all periods that Seller is the beneficial owner of such System. Such insurance shall be primary coverage without right of contribution from any insurance of Seller;

(iii) Seller may satisfy the insurance requirements contained in this Agreement through any combination of primary and/or excess coverage; and

(iv) Seller may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Purchaser shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

(iii) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Seller shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed

value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Purchaser must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Seller must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Seller in the event of cancellation or nonrenewal;

(v) Purchaser may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(vi) Purchaser may elect to self-insure any or all of the insurance requirements contained in this Agreement.

EXHIBIT D**ENERGY PRICE**

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.105
2	\$0.107
3	\$0.109
4	\$0.111
5	\$0.113
6	\$0.115
7	\$0.117
8	\$0.119
9	\$0.121
10	\$0.123
11	\$0.125
12	\$0.127
13	\$0.129
14	\$0.132
15	\$0.134
16	\$0.136
17	\$0.139
18	\$0.141
19	\$0.143
20	\$0.146

EXHIBIT E**MINIMUM SYSTEM PURCHASE PRICE**

<i>Contract Year</i>	<i>Minimum System Purchase Price</i>
5	\$193,508
6	\$177,009
7	\$164,592
8	\$156,601
9	\$147,819
10	\$138,176
11	\$127,597
12	\$115,999
13	\$103,294
14	\$89,385
15	\$74,168
16	\$57,529
17	\$48,149
18	\$37,795
19	\$26,382
20	\$13,817

Exhibit F

PERMITS AND APPROVALS

1. Interconnection Application
2. Building Permit
3. Electrical Permit
4. Electric Utility Contingent Approval
5. Interconnection Agreement
6. Municipal Certificate of Completion
7. Electric Utility Witness Test
8. Electric Utility Approval to Operate

Exhibit G

MAINTENANCE SHUTDOWN ALLOTMENT

<i>Contract Year</i>	<i>kWh</i>
1	4,300
2	4,300
3	4,300
4	4,300
5	4,300
6	4,300
7	4,300
8	4,300
9	4,300
10	4,300
11	4,300
12	4,300
13	4,300
14	4,300
15	4,300
16	4,300
17	4,300
18	4,300
19	4,300
20	4,300

EXHIBIT A

PREMISES; PROJECT SITE

The Premises are certain real property located in the town of Fairfield, Connecticut together with certain improvements, buildings, and other structures consisting of 1635 Mill Plain Rd, Fairfield, CT 06824 commonly known as Riverfield School.

The Project Site will be the roof of Riverfield School, to be laid out approximately as follows:



EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

None

EXHIBIT C

SYSTEM DESCRIPTION

DC System Size: 95.19 KW

AC System Size: 81.00 KW

Estimated Annual Energy

Output: 120 MWh

Modules: SolarWorld SW 285 mono or similar

Total # of Panels: 334

Inverters: SolarEdge SE9000K-US or similar

Total # of Inverters: 9

Optimizers: SolarEdge P600 or similar

Total # of Optimizers: 167

Racking: TBD

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Comprehensive general liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises of not less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate. Lessee shall be named as an additional insured under this liability insurance;

(ii) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy, but if written as part of a blanket policy Lessor must provide evidence that the policy does not include a margin clause, or, if there is a margin clause, that the value declared is equal to the full current replacement value of the property. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(iii) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iv) Lessor may elect to self-insure any or all of the insurance requirements contained in this Agreement.

Replacement of the 2002 Boston Whaler

“PB2”

Model: Justice “JC-125”

HIN: WCG00215E202

1. Background

- Vessel is 13 years old and currently has major stress cracks (cracks in the hull).
- Vessel has experienced use in extreme conditions over the last 13 years (ie; Marine Unit responds to calls for service in less than ideal conditions)
- Navigation equipment is out dated and sometimes inoperable
- Vessel has already undergone extensive fiberglass repair and two “T-Top” replacements (center console canopy structure)
- Not worth investing money into upgrading navigation equipment on pre-existing wiring harness.
- Vessel has reached its serviceability life for use as a public safety / SAR (search and rescue) asset, however has value in the private/commercial sector

2. Purpose and Justification

“Mission specific Vessel”

(Why Fairfield needs to maintain shallow water response vessel)

- Several locations in our AOR (area of responsibility) are shallow water i.e.; Penfield Reef, Sunken Island, around Penfield Lighthouse.
- “But the Fire Department has a shallow water boat”
 - FD does not engage in property recovery (towing)
 - Our Marine Unit is staffed full time allowing for rapid response (boat is already in the water ready to go vs trailering it from HQ)
 - Marine Unit is qualified/trained to engage in SAR missions with the USCG.
 - MOU in place with USCG authorizing Marine Unit to engage in “official” SAR missions
- Current shallow water response asset does not meet mission requirements set forth by USCG/FEMA guidelines that are outlined in the CONOPS (Concept of Operations) for LIS (Long Island Sound)
- PSG funded asset is equipped to fill an operational void that exists with current
- PSG funded asset will be equipped with latest Navigation, FLIR (forward looking infrared camera), for SAR missions. As well as Homeland Security required equipment i.e.; CBRN technology (“**Chemical, Biological, Radiological, Nuclear, and Explosive**”)
- The Public Safety Industry has been transitioning from fiberglass-hulled vessels to aluminum because of their longevity, proving to be a more cost effective asset investment.

3. Description of proposal

The Town of Fairfield has been awarded a grant from the Department of Homeland Security, to purchase a regional asset, a 23 foot Safe Boat Center Console vessel. The grant was awarded on a total approved project cost of \$304,461.00. The 75% grant award is \$228,346.00 with a 25% required municipal contribution in the amount of \$76,115.00

- a. The police department's tentative plan is to fund the required \$76,115.00 from FY15/16 operating budget from the following line items:

4. Reliability of cost estimate

- a. No additional costs are expected. The new vessel also becomes eligible for sustainment funding through the Department of Homeland Security.

5. Increased Efficiency or productivity

- a. PSG funded asset will be equipped with latest Navigation, FLIR (forward looking infrared camera), for SAR missions. As well as Homeland Security required equipment ie; CBRN technology (“**Chemical, Biological, Radiological, Nuclear, and Explosive**”)

6. Additional or long range costs

- a. Routine maintenance costs should remain the same, however the asset would now be available to received sustainment funding.

7. Additional use/demand on facilities or staff

- a. None

8. Alternatives to this request

- a. Purchase a vessel through normal funding channels.

9. Safety and loss control

- a. N/A

10. Environmental considerations

- a. None

11. Insurance/maintenance

- a. Maintenance would be taken care of by Police.

12. Financing

- a. See attached

13. Other considerations

- a. None

14. Other approvals.

- a. None yet



FAIRFIELD POLICE DEPARTMENT

INTER-OFFICE CORRESPONDENCE

TO: Robert Mayer

FROM: Deputy Chief Chris Lyddy

DATE: Friday, October 16, 2015

RE: Grant No. EMW-2015-PU-00313

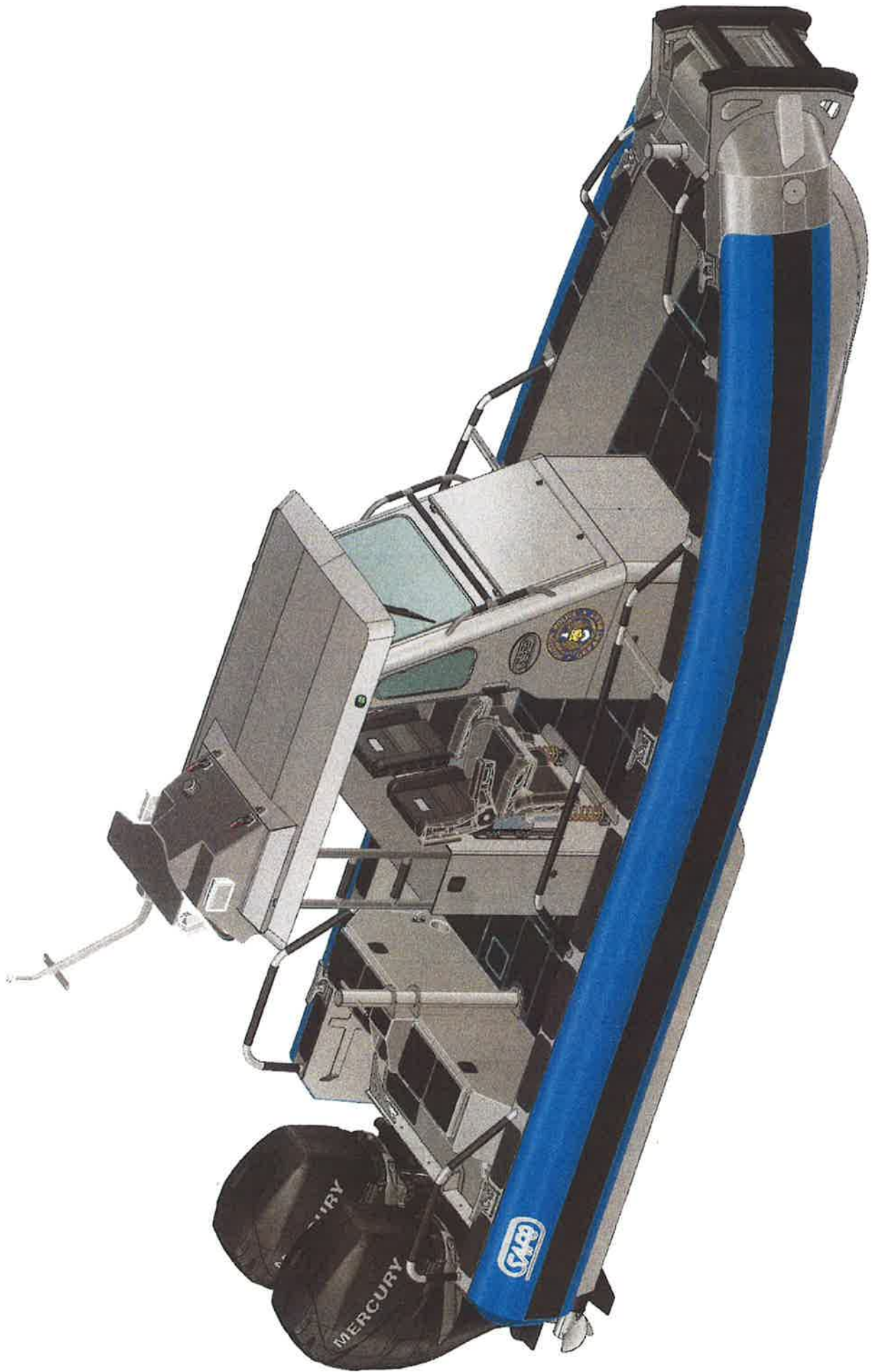
The Town of Fairfield has been awarded a grant from the Department of Homeland Security, to purchase a regional asset, a 23 foot Safe Boat Center Console vessel. The grant was awarded on a total approved project cost of \$304,461.00. The 75% grant award is \$228,346.00 with a 25% required municipal contribution in the amount of \$76,115.00

The police department's tentative plan is to fund the required \$76,115.00 from FY15/16 operating budget from the following line items:

\$30,000.00	Sale	Sale of existing vessel
\$6,425.00	In-Kind	In-kind allowance for expenses related to purchase/training
\$5,751.00	57000	Remove one light bar from capital
\$5,000.00	54150	MV Fuel anticipated reduction
\$5,000.00	54330	Reduction in inventory of vehicle parts
\$9,000.00	51040	Anticipated savings in Special Officers Line item
\$8,500.00	56140	Reduce inventory of ammunition
\$6,439.00	54320	Postpone an anticipated canteen area renovation.

Respectfully Submitted,

Chris Lyddy, Deputy Chief of Police





SAFE 23 Center Console

Specifications / Features

SAFE 23 Center Console Specifications:

Length Overall (LOA) (Feet)	23'
Length Overall (Meters)	7.0
Beam Overall (BOA) (Feet)	8'-6"
Beam Overall (Meters)	2.6
Deadrise at Transom (Degrees)	25
Draft (Engine Trimmed Up) (Inches)	17"
Max HP	400
Fuel Cap (gal)	100
Max Number of Persons	13
Seated Positions	6
Dry Weight: vessel, no engines, no fuel, no options, no liquids, no people, no cargo, (approximate) (lbs)	4,786
Light Load: dry weight, weight of heaviest engines (lbs)	6,607
Operational Load (lbs)	7,946
Cargo/Personnel Capacity-Net- Gross minus weight of heaviest engines, weight of fuel, and options (lbs)	2,719
Height on trailer - Road Transport (Feet)	11'
Length on trailer - Road Transport (Feet)	31'
Trailer Weight (lbs)	7,226

SAFE 23 Center Console Features:

HULL & DECK

1/4" - 5086 bottom plate with SAFE Boats exclusive stringer system with angled transverse framing
Pressure tested air tight hull
Reinforced keel beaching plate
Notched transom with speed shoe in bottom plate
Performance wings below collars for increased lift and stabilization while maneuvering
Fully welded performance lifting strakes
Self bailing decks with high volume scupper drains
Bow storage/anchor locker with aft facing door
Dual aft rigging locker system with topside access
Sacrificial hull anode(s)

SUPER STRUCTURE

Aluminum T-top with rain capture ring and down spouts to self-bailing deck
Laminated safety glass windshield and side windows with blow-out resistant gasket
Swing down radar pod
Safety hand/grab rail system with black rubberized rail wrap

CONSOLE & DASH

Port side helm
OHIP - Over Head Instrument Panel

SEATING, SEAT STORAGE & UPHOLSTERY

Two (2) flip up seats with seat belts mounted on bolster storage box
Aft storage bolster with large aft facing gasketed aluminum doors

COLLAR SYSTEM

Patented 100% foam SAFE XDR-1 Extreme Duty Reinforced Collar System with black rubstrake
Available collar colors include: black, blue, gray, orange, green, red

COATINGS, COVERINGS & LETTERING

Black non-skid decks and gunnels
Black rubberized dash skid
Upholstered headliner

TOWING, LIFTING & ATTACHMENT POINTS

Six (6) 10" cast aluminum weld on cleats
Bow and stern lifting eyes
Weld on bow eye with dual SS inserts
Weld on transom tie downs

ELECTRICAL SYSTEM & POWER GENERATION

House battery system 12VDC - one (1) marine grade battery with switch
Blue Sea 360 marine grade breaker system
Backlit switch panel with marine grade switches
Four (4) 12VDC power receptacles - two (2) on dash and two (2) on arch
Self-parking intermittent windshield wiper system with washer

LIGHTING

LED navigation lights (running and anchor)
Independently controlled interior/exterior dimmable LED walkway lights
Red/white overhead dome light
Four (4) flood lights - one (1) port, one (1) starboard and two (2) aft deck
One (1) 12VDC rechargeable flashlight

ELECTRONICS, NAVIGATION & COMMUNICATION

Magnetic compass w/ dimmable back-lighting
Navigation horn

SAFETY, RESCUE & DIVING EQUIPMENT

Two (2) fire extinguishers
Life ring mount

FUEL SYSTEM

100 - gallon fuel tank with a formed bottom (1/4" - 5086)

*All specifications shown are subject to change



SAFE Boats International LLC

8800 SW Barney White Rd Bremerton, WA 98312

360.674.7161 – 360.674.7149 fax

www.safeboats.com



Jim Wiltsie
Town of Fairfield
611 Old Post Road
Fairfield, CT 06824

Re: Grant No. EMW-2015-PU-00313

Dear Jim Wiltsie:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of \$228,346.00. As a condition of this award, you are required to contribute a cost match in the amount of \$76,115.00 of non-Federal funds, or 25 percent of the total approved project costs of \$304,461.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Town of Fairfield
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2015-PU-00313-S01

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Article XXX	Rehabilitation Act of 1973
Article XXXI	System of Award Management and Universal Identifier Requirements
Article XXXII	USA Patriot Act of 2001
Article XXXIII	Use of DHS Seal, Logo and Flags
Article XXXIV	Whistleblower Protection Act
Article XXXV	DHS Specific Acknowledgements and Assurances
Article XXXVI	Disposition of Equipment Acquired Under the Federal Award
Article XXXVII	Prior Approval for Modification of Approved Budget
Article XXXVIII	Acceptance of Post Award Changes

Article I - Summary Description of Project

Project 1: CBRNE Equipped Shallow Water Vessel to Support Fairfield Critical Infrastructure is fully funded for \$228,346.

Article II - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article III - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities ([42 U.S.C. §§ 12101–12213](#)).

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article VII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article VIII - Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

Article IX - Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article X - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#), as adopted by DHS at 2 C.F.R. Part 3002.

Article XI - Debarment and Suspension

All recipients must comply with Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Article XIII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms

and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XV - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XVI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#) and form SF-424B, item number 17 for additional information and guidance.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40116](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. §2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. §2225](#).

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

All recipients must comply with [31 U.S.C. §1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 C.F.R. Part 401](#) and the standard patent rights clause in [37 C.F.R. § 401.14](#).

Article XXIV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXV - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. [Contracts for more than the simplified acquisition threshold set at \\$150,000.](#)

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. [Contracts in excess of \\$10,000.](#)

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Article XXIX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXX - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXI - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXXIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. 3. RECIPIENT NO. 4. TYPE OF ACTION 5. CONTROL NO.
 EMW-2015-PU-00313-S01 AMENDMENTV00086476 AWARD W510955N

6. RECIPIENT NAME AND ADDRESS
 Town of Fairfield
 611 Old Post Road
 Fairfield, CT, 06824

7. ISSUING FEMA OFFICE AND ADDRESS
 Grant Operations
 245 Murray Lane - Building 410, SW
 Washington DC, 20528-7000
 POC: 866-927-5646

8. PAYMENT OFFICE AND ADDRESS
 Financial Services Branch
 500 C Street, S.W., Room 723
 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
 Jim Wiltsie

PHONE NO. 10. NAME OF FEMA PROJECT COORDINATOR
 203-650-6242 Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION
 09/01/2015

12. METHOD OF PAYMENT
 PARS

13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement

14. PERFORMANCE PERIOD
From: 09/01/2015 **To:** 08/31/2018
Budget Period
 09/01/2015 08/31/2018

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2015-SL-B411-P410- -4101-D:W510955N \$ 228,346.00	\$0.00	\$228,346.00	\$228,346.00	\$76,115.00
TOTALS			\$0.00	\$228,346.00	\$228,346.00	\$76,115.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
 Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
 This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE
 Jim Wiltsie, Marine Unit Officer 09/11/2015

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE
 09/07/2015

 ANDREA GORDON, Assistance Officer

Overview

Award Packages

Revisions/Amendment Requests

Performance Reports

1199A Standard Forms

View Award Package

Please review the Obligating Document provided below. When you are finished, click the *Go Back* button.

Town of Fairfield, Award Number: EMW-2015-PU-00313-S01

Program Name:	Port Security Grant Program	Total Cost Approved:	\$304,461.00
Year:	2015	Federal Share:	\$228,346.00
Project Period of Performance:	09/01/2015 to 08/31/2018	Applicant Share:	\$76,115.00

View: [Application Details](#) | [Award Details](#) | [Award Package](#)

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2015-PU-00313-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00086476	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510955N
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6. RECIPIENT NAME AND ADDRESS Town of Fairfield 611 Old Post Road Fairfield, CT, 06824	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
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9. NAME OF RECIPIENT PROJECT OFFICER Jim Wilsie	PHONE NO. 203-650-6242	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/01/2015	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD	
			From: 09/01/2015	To: 08/31/2018
			Budget Period	
			09/01/2015	08/31/2018

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2015-SL-B411-P410-4101-D:W510955N \$ 228,346.00	\$0.00	\$228,346.00	\$228,346.00	\$76,115.00
TOTALS			\$0.00	\$228,346.00	\$228,346.00	\$76,115.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

Jim Wilsie, Marine Unit Officer

DATE

09/11/2015

18. FEMA SIGNATORY OFFICIAL (Name and Title)



ANDREA GORDON , Assistance Officer

DATE

09/07/2015

[Return to Award Package](#)

Agenda Item # 2



**TOWN OF FAIRFIELD
CONSERVATION DEPARTMENT**

To: Board of Selectman

From: Brian Carey, Conservation Director

Date: October 23, 2015

Re: CDBG-DR - Riverside Drive Coastal Resiliency & Flood Mitigation Study

To the Board of Selectman,

On September 3rd, 2015, the Town of Fairfield was awarded a Community Development Block Grant - Disaster Relief Program for the preparation of a Coastal Resiliency and Flood Mitigation Study for the Riverside Drive Corridor. These funds were made available as a result of Superstorm Sandy. These Federal Housing and Urban Development Funds are administered by the Connecticut Department of Housing. This award will reimburse 100% of the costs incurred and does not require any financial or in-kind services match from the Town.

Please see the attached information detailing the specifics of the grant award and required acceptance information. Once this resolution has been passed, the State Department of Housing will send the final grant assistance agreement for review by the Town attorney and signature from the First Selectman.

Riverside Drive Coastal Resiliency & Flood Mitigation Study \$250,000.00

Action Required: Acceptance of the Grant; No Appropriation Required; No Local Match Required

If you should have any questions regarding the attached matter, please feel free to contact me directly at (203) 256-3071.

Best regards,

Brian Carey
Conservation Director
Town of Fairfield



Dannel P. Malloy
Governor

SEP 1 0 2015

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

September 3, 2015

Joseph Michelangelo, P.E.
Director of Public Works
Town of Fairfield
725 Old Post Rd
Fairfield, CT 06824

**Re: Fairfield – Riverside Drive Coastal Resiliency & Flood Mitigation Study
CDBG-DR Planning Grant**

Dear Mr. Michelangelo:

The Department of Housing (DOH) has reviewed your application for financial assistance in the amount of \$250,000 to conduct an in depth study of coastal resiliency and flood mitigation along the Riverside Drive Corridor in Fairfield. You requested that DOH provide this financial assistance with the funds allocated by the State of Connecticut from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program which is administered by DOH.

The goal of work under this grant will be to determine the design of flood protection and improvements to coastal resiliency within the study area that would protect the existing residences from the effects of future storms and anticipated sea level rise. The study will examine coastal risk reduction measures through a combination of approaches including natural or nature based features, non- structural intervention and structural interventions. **Your grant application has been approved in the amount of \$250,000.**

In the near future, you will receive the appropriate Grant Award documents from this office for execution. The DOH will require that the Town/City provides a resolution that allows for the acceptance of funds. Once those documents are fully executed, the Department of Housing will begin the process for paying the grant award and monitoring the project.

Thank you for your application to the CDBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Sincerely,

Evonne M. Klein
Commissioner

Riverside Drive Coastal Resiliency & Flood Mitigation Study

1. **Background** – During Hurricane Sandy, the existing dike structure constructed in the early 1970's was within inches of overtopping. The storm veered inland south of Fairfield, CT and spared this coastal community from the full force that hit New York and New Jersey. If the dike was overtopped, the residents living behind the protection of the dike would have incurred millions of dollars' worth of damage. The changing climate will continue to wreak havoc on our shoreline with the type of storm events such as type and magnitudes of Superstorm Sandy. This coastal resiliency study of the Riverside Drive Corridor will help determine what types of infrastructure and planning will help to alleviate the potential flooding associated with future storms and sea level rise.
2. **Purpose and Justification** – The purpose of the project is to study the effects that future sea level rise and storms will have on the Riverside Drive Corridor located between the Post Road to the north, Riverside Drive to the east, and South Benson Road to the west. The study will focus on resiliency and mitigation efforts that can be implemented including hard and soft structures that could potentially be implemented and reduce impacts from future coastal storms such as Superstorm Sandy.
3. **Detailed Description of Proposal** – The project will develop **COASTAL RESILIENCE PLAN** for the Riverside Drive Corridor that will include an analysis of risk, cause & effect, cost-benefit assessments and short term & long term strategies and improvements to best serve the citizens of Riverside Drive Community. The plan will focus on three specific areas as outlined below:
 1. The plan will take into account all available information from federal, state, and local sources and include current events such as Storm Sandy and future conditions of sea level and coastal storms, which may not be contained in previous studies.
 2. The plan will outline the concepts, approaches and tools for building resilience and implementing specific adaptation actions to address topics such as protection from flooding, marsh and beach erosion, resource preservation, land use, etc. The plan will provide special focus on the assessment and advancement of advance natural/green infrastructure opportunities, including, but not limited to environmentally-friendly beach stabilization, restoring dunes and wetlands, oyster reef creation/enhancement, improving the hydrology of coastal areas, improving/removing infrastructure and/or assisting local planning for major storms and future conditions.
 3. The plan will create well-informed and coordinated recommendations. The study shall include contributions from residents and business owners as well as adjacent municipalities or regional entities. Various options ranging from building hardened or passive infrastructure to stepping back development from the shoreline and increasing residential densities elsewhere in lower-risk areas shall be considered.

4. **Reliability of Cost Estimate** – The Town will negotiate with the selected consultant to define the exact scope of work so that there is no chance in exceeding the budget amount of the project as being paid for by the grant.
5. **Increased Efficiency or Productivity** – Since this project is a study to determine vulnerabilities that are a result of sea level rise and potential impacts from future coastal storms, the aspects of increased efficiency or productivity does not apply.
6. **Additional Long Range Costs** – There will be no future costs with the implementation of the Coastal Resiliency Study. There may be additional projects and recommendations that will result as part of the findings of the study but they would not be implemented until they were approved and bonded as capital projects during successive budget years as required.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated
8. **Alternatives to this Request** – There are no feasible alternatives to this request. In the future, these funds would have to be paid by the Town directly if the Town wished to conduct a similar study and did not accept the current grant.
9. **Safety and Loss Control** – The main focus of the study is to determine steps and mitigation measures that could be taken to prevent exposure to Town residents living within the Riverside Drive Corridor area from future sea level rise and severe coastal storms. The study aims to minimize these future impacts by addressing vulnerabilities in the existing coastal infrastructure.
10. **Environmental Considerations** – There are no environmental causes or concerns as a result of implementing this study grant.
11. **Insurance** – The coastal consultant will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – The project is being funded completely with CDBG-DR grant. There is no financial or in-kind services match required from the Town in order to meet the terms of the grant assistance agreement.
13. **Other Considerations:** None
14. **Other Approvals:**

Board of Selectman	-	November 4, 2015
Board of Finance	-	November 2015
RTM	-	November 2015

Agenda Item # 3



**TOWN OF FAIRFIELD
CONSERVATION DEPARTMENT**

To: Board of Selectman
From: Brian Carey, Conservation Director
Date: October 23, 2015
Re: CDBG-DR – Fairfield Beach Engineered Beach Design

To the Board of Selectman,

On September 3rd, 2015, the Town of Fairfield was awarded a Community Development Block Grant – Disaster Relief Program for the preparation of a in depth study to design the Fairfield Beaches in accordance with FEMA Regulation 9580.8. The study would prepare the Town for future storms and would the Town to seek FEMA reimbursement if there was significant damage or erosion to the existing beaches. These funds were made available as a result of Superstorm Sandy. These Federal Housing and Urban Development Funds are administered by the Connecticut Department of Housing. This award will reimburse 100% of the costs incurred and does not require any financial or in-kind services match from the Town.

Please see the attached information detailing the specifics of the grant award and required acceptance information. Once this resolution has been passed, the State Department of Housing will send the final grant assistance agreement for review by the Town attorney and signature from the First Selectman.

Fairfield Beach Engineered Beach Design **\$100,000.00**

Action Required: Acceptance of the Grant; No Appropriation Required; No Local Match Required

If you should have any questions regarding the attached matter, please feel free to contact me directly at (203) 256-3071.

Best regards

Brian Carey
Conservation Director
Town of Fairfield

4. **Reliability of Cost Estimate** – The Town will negotiate with the selected consultant to define the exact scope of work so that there is no chance in exceeding the budget amount of the project as being paid for by the grant.
5. **Increased Efficiency or Productivity** – Since this project is a study to determine vulnerabilities that are a result of sea level rise and potential impacts from future coastal storms, the aspects of increased efficiency or productivity does not apply.
6. **Additional Long Range Costs** – There will be no future costs with the implementation of the Coastal Resiliency Study. There may be additional projects and recommendations that will result as part of the findings of the study but they would not be implemented until they were approved and bonded as capital projects during successive budget years as required.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated
8. **Alternatives to this Request** – There are no feasible alternatives to this request. In the future, these funds would have to be paid by the Town directly if the Town wished to conduct a similar study and did not accept the current grant.
9. **Safety and Loss Control** – The main focus of the study is to determine steps and mitigation measures that could be taken to prevent exposure to Town residents living within the Riverside Drive Corridor area from future sea level rise and severe coastal storms. The study aims to minimize these future impacts by addressing vulnerabilities in the existing coastal infrastructure.
10. **Environmental Considerations** – There are no environmental causes or concerns as a result of implementing this study grant.
11. **Insurance** – The coastal consultant will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – The project is being funded completely with CDBG-DR grant. There is no financial or in-kind services match required from the Town in order to meet the terms of the grant assistance agreement.
13. **Other Considerations:** None

14. **Other Approvals:**

Board of Selectman	-	November 4, 2015
Board of Finance	-	November 2015
RTM	-	November 2015



Dannel P. Malloy
Governor

SEP 10 2015

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

September 3, 2015

Joseph Michelangelo, P.E.
Director of Public Works
Town of Fairfield
725 Old Post Rd
Fairfield, CT 06824

**Re: Fairfield Beach Sand Design
CDBG-DR Planning Grant**

Dear Mr. Michelangelo:

The Department of Housing (DOH) has reviewed your application for financial assistance in the amount of \$100,000 to conduct an in depth study of an engineered beach at Fairfield Beach. You requested that DOH provide this financial assistance with the funds allocated by the State of Connecticut from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program which is administered by DOH.

The goal of work under this grant will be to determine the design of an engineered beach such that future sand replacement necessitated by storm related damage will be more resilient and offer more protection from future storm events. **Your grant application has been approved in the amount of \$100,000.**

In the near future, you will receive the appropriate Grant Award documents from this office for execution. The DOH will require that the Town/City provides a resolution that allows for the acceptance of funds. Once those documents are fully executed, the Department of Housing will begin the process for paying the grant award and monitoring the project.

Thank you for your application to the CBBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Sincerely,

Evonne M. Klein
Commissioner

FAIRFIELD ENGINEERED BEACH STUDY

1. **Background** – During Hurricane Sandy, the Town of Fairfield’s public beaches sustained severe damage and required immediate work in order to restore them to pre-storm conditions and prevent additional erosion. The Town worked diligently to make the beaches safe following Superstorm Sandy. The goal of the engineered beach study is to minimize future storm damage to the Town owned beaches by constructing the beaches in a manner that would make them more resilient and compliant with FEMA Fact sheet 9580.0 for engineered beaches.
2. **Purpose and Justification** – The purpose of the project is to study and develop design documents to make sure that the Fairfield Town owned beaches can meet the requirements of FEMA 9580.0. Without this study and work, the Town stands to suffer considerable financial losses if it is required to rebuild its own beaches after a significant coastal storm which is declared a FEMA reimbursable event.
3. **Detailed Description of Proposal** – The project is for the design of an “engineered beach” such that future sand replacement necessitated by storm related damage, may be eligible for FEMA disaster assistance. Such eligibility is based upon the Stafford Act, 42 USC 5121-5206, as amended, Section 403 and 406 and CFR 206.225, Emergency Work and 206.226, Restoration of damaged facilities. The project also aims at improving the resiliency of the beaches against future storm damage by studying the geometry and existing sand grain size to make possible improvements to beach that would prevent erosion and damage in future storms.

The project will include the following:

- Topographic and hydrographic measurement of each of the beach sites, extending from the approximate Mean Low Water (MLW) line to approximate depth of closure;
 - Preparation of a baseline Beach Plan to upland topography provided by the Town;
 - Collecting sand samples from the existing beaches to evaluate and determine the proper grain size to prevent erosion;
 - Determination of volumes and grades for placement of properly engineered beach fill that will not be significantly damage by a storm event with a 20% chance of recurrence each year;
 - Preparation of drawings representing the engineered beach fill requirements and summary report.
4. **Reliability of Cost Estimate** – The Town will negotiate with the selected consultant to define the exact scope of work so that there is no chance in exceeding the budget amount of the project as being paid for by the grant.

5. **Increased Efficiency or Productivity** – Since this project is a study to determine vulnerabilities that are a result of sea level rise and potential impacts from future coastal storms, the aspects of increased efficiency or productivity does not apply.
6. **Additional Long Range Costs** – There will be no future costs with the implementation of the engineered beach study. However, in order to implement the findings and recommendations associated with the study, there may be some need to bond or expend resources to implement the required field work.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated
8. **Alternatives to this Request** – There are no feasible alternatives to this request. In the future, these funds would have to be paid by the Town directly if the Town wished to conduct a similar study and did not accept the current grant.
9. **Safety and Loss Control** – The main focus of the study is to determine steps and mitigation measures that could be taken to prevent exposure to Town residents living along the beach area from future sea level rise and severe coastal storms. The ultimate goal of the project is to have beaches that meet the required FEMA standard 9580.8 which requires a certain set of criteria be met in order to seek reimbursement for any damage to beaches associated with future storm events.
10. **Environmental Considerations** – There are no environmental causes or concerns as a result of implementing this study grant.
11. **Insurance** – The coastal consultant will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – The project is being funded completely with CDBG-DR grant. There is no financial or in-kind services match required from the Town in order to meet the terms of the grant assistance agreement.
13. **Other Considerations:** None
14. **Other Approvals:**

Board of Selectman	-	November 4, 2015
Board of Finance	-	November 2015
RTM	-	November 2015

**CLEAN ENERGY COMMUNITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Clean Energy Communities Program – Memorandum of Understanding (“Agreement”) is made between the CONNECTICUT GREEN BANK (“Green Bank”), a quasi-public agency of the State of Connecticut, having its offices at 845 Brook Street, Rocky Hill, Connecticut 06067, and the Town of FAIRFIELD (“Municipality”), a Connecticut municipality. GREEN BANK and Municipality are individually referred to as a “Party” or collectively as “Parties” to this Agreement.

WHEREAS, GREEN BANK, which is charged under the Connecticut General Statutes (“Conn. Gen. Stat.”) Section 16-245n, to promote and support the growth, development, and commercialization of clean renewable energy sources and to stimulate demand for clean renewable energy and the deployment of clean renewable energy sources;

WHEREAS, Municipality has committed to the “Clean Energy Communities Program” under which it agrees to reduce energy use in municipal facilities and to obtain a percentage of the annual electricity usage for its municipal properties from clean, renewable sources, as evidenced by the attached Exhibit A, the “Clean Energy Communities Municipal Pledge,” which is incorporated into this Agreement;

WHEREAS, Municipality has supported clean energy equivalent to 18% of the annual electricity usage for municipal facilities for the fiscal year 2016 and intends to gradually build up to reach the goal of 20% by 2018;

WHEREAS, Municipality acknowledges that clean, renewable sources are those defined as Connecticut Class I renewable energy sources or meeting Green-e certification standards;

WHEREAS, Municipality acknowledges that certain action steps to support clean energy may be substituted in lieu of making a clean energy purchase; and

WHEREAS, as of the date of this Agreement, municipality has earned four (4) rewards through the Renewable Energy track of the Clean Energy Communities program according to program data;

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

Section 1. Condition of Funding. This Agreement is contingent upon sufficient funds being available in the future from GREEN BANK under the Clean Energy Communities Program (“Program”). The Project will be placed on GREEN BANK’s contingent funding waiting list upon GREEN BANK’s receipt of this Agreement duly executed by both Parties. Failure by Municipality to return the signed Agreement to GREEN BANK in a timely manner may result in GREEN BANK withdrawing this contingent funding offer.

Section 2. Key Terms.

- (a) Municipality is a Clean Energy Community;
- (b) Subject to Section 1 above, the Municipality is eligible to receive from GREEN BANK, at no expense, four (4) rewards, valued at \$4,500 each.
- (c) Municipality has advised that it will use the reward funds to purchase or lease the following items:
 - a. an electric vehicle for the town fleet;
 - b. an electric vehicle charging station for Jennings Beach or an alternative location determined by the town;
 - c. two electric vehicle charging stations from United Illuminating and relocation of one of them; and
 - d. clean energy promotional items (such as LED bulbs) to be used as part of a campaign to encourage residents to undertake energy efficiency improvements in their homes and businesses.
- (d) GREEN BANK will pay Municipality the total sum of \$18,000. Payment will be made in two installments: 50% when the projects are commenced and 50% when the projects are completed (items listed above may be reimbursed individually, in whole or in part, upon submission of appropriate documentation provided that the total amount paid under this MOU shall not exceed \$18,000).
 - a. Municipality shall select vendors from which to purchase the electric vehicle, electric vehicle charging station and clean energy promotional items.
 - b. Before the Green Bank is to make a payment to the Municipality, the Municipality must provide the Green Bank with invoices, documentation of the purchase of the items listed under Section 2(d)(a) and any additional information reasonably requested by Green Bank.
- (e) **Municipality shall collaborate with GREEN BANK to prepare any press releases and to plan for any dedication ceremony related to these projects or this program;**

Section 3. Role of the Principal Contacts.

- (a) GREEN BANK's principal contact for this Agreement is Bob Wall, Associate Director of Outreach; 860-257-2354, Bob.Wall@CTGreenBank.com.
- (b) Municipality's principal contact for this Agreement is _____

- (c) These principal contacts will be responsible for the joint coordination of activities and resolution of issues cutting across organizational lines in their respective organizations.

Section 4. Liability.

1. Municipality shall bear sole liability for all claims against the GREEN BANK arising out of the use and/or performance, as well as physical malfunctions, of the electric vehicle, electric vehicle charging station, and clean energy promotional items including all claims for damages asserted by third-parties to this Agreement.
2. Municipality agrees to indemnify GREEN BANK in all claims alleged against Municipality as a result of the expressed liabilities set forth in (1) of this Section.

Section 4. Miscellaneous.

- (a) This Agreement may only be modified or amended by a writing executed by all of the Parties to the Agreement.
- (b) In no event shall this Agreement be deemed to give any rights or entitlements to any third party, this Agreement being solely for setting forth the understandings of the Parties.
- (c) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut and shall be subject to all applicable laws governing the subject matter hereof.
- (d) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date upon which the Parties have affixed their signatures below.

CONNECTICUT GREEN BANK

TOWN OF FAIRFIELD

Signature

Signature

Bryan T. Garcia

Michael C. Tetreau

President & Chief Executive Officer

First Selectman

Date

Date

Exhibit A.

CLEAN ENERGY COMMUNITIES MUNICIPAL PLEDGE

The Clean Energy Communities program is an initiative funded by both the Clean Energy Finance and Investment Authority (CEFIA-formerly known as the Connecticut Clean Energy Fund) and the Connecticut Energy Efficiency Fund. CEFIA and the Energy Efficiency Fund develop programs which collectively seek to have Connecticut cities and towns both reduce energy use and increase support for clean, renewable energy for municipal facilities. The Energy Efficiency Fund programs are administered by The Connecticut Light and Power Company, The United Illuminating Company, Yankee Gas Services Company, The Southern Connecticut Gas Company, and/or Connecticut Natural Gas Corporation (collectively, "the Companies")

By applying currently available energy efficiency and clean, renewable energy technologies the Town of Fairfield can save money, create a healthier environment and strengthen local economies; and accordingly, the Town of Fairfield makes the following Clean Energy Communities Municipal Pledge:

1. The Town of Fairfield pledges to reduce its municipal building energy consumption by 20% by 2018. Building energy consumption shall be determined by benchmarking municipal building energy consumption to a baseline fiscal year. The Town of Fairfield can elect from the following fiscal years to determine its energy baseline year: 2008-2009, 2009-2010, 2010-2011, or 2011-2012.
 - a. The Town of Fairfield will seek to reduce its municipal building energy consumption for municipal facilities by at least 20% by 2018. The schedule follows:
 - i. Fiscal Year 2012-2013: 5% Reduction
 - ii. Fiscal Year 2013-2014: 8% Reduction
 - iii. Fiscal Year 2014-2015: 11% Reduction
 - iv. Fiscal Year 2015-2016: 14% Reduction
 - v. Fiscal Year 2016-2017: 17% Reduction
 - vi. Fiscal Year 2017-2018: 20% Reduction
 - b. The Town of Fairfield will work with the Companies, contractors or other entities to benchmark all of its municipal buildings (including board of education buildings) to determine all municipal building energy usage.
 - c. Beginning July 1, 2015, the Town of Fairfield agrees to provide documentation of its municipal building energy consumption on an annual basis by the end of the first quarter of the following fiscal year.
 - d. The Town of Fairfield pledges to create its own Municipal Action Plan (MAP) to determine its path in reducing its energy consumption. The Town of Fairfield may satisfy this requirement by submitting a pre-existing municipal energy plan, sustainability plan, climate change action plan or similar document.
 - e. There is no penalty if the Town of Fairfield fails to meet the reduction amounts set forth in the schedule above. However if these reduction targets are not met starting July 1, 2015, the Town of Fairfield will not be eligible to receive Bright Ideas Grants from the Connecticut Energy Efficiency Fund and Companies under the Clean Energy Communities program.
2. The Town of Fairfield pledges to purchase 20% of its municipal building electricity from clean, renewable energy sources by 2018.
 - a. The Town of Fairfield will seek to make a voluntary purchase of at least 20% of the electricity for municipal facilities from clean, renewable energy sources by annual CEC program requirements. The schedule follows:
 - i. Fiscal Year 2012-2013: 15% Purchase
 - ii. Fiscal Year 2013-2014: 16% Purchase
 - iii. Fiscal Year 2014-2015: 17% Purchase
 - iv. Fiscal Year 2015-2016: 18% Purchase

Town of Fairfield Communities MOU

- v. Fiscal Year 2016-2017: 19% Purchase
- vi. Fiscal Year 2017-2018: 20% Purchase

- b. The Town of Fairfield agrees to provide CEFIA documentation of its municipal clean energy purchases on an annual basis by the end of the first quarter of the following fiscal year. CEFIA intends to request documentation of municipal clean energy purchases for FY2011-2012 in July 2012.
- c. The Town of Fairfield acknowledges that clean, renewable sources are those defined in section 18-1 of the general statutes as Connecticut Class I renewable energy sources or meeting Green-e® Energy certification standards.
- d. The Town of Fairfield may satisfy the voluntary purchase requirement by purchasing Green-e® Energy certified Renewable Energy Credits (RECs), enrolling one or more municipal facilities in the CTCleanEnergyOptions™ program, installing renewable energy systems (provided that the RECs associated with such system(s) are quantifiable and not held by a third-party) or any combination thereof.
- e. There is no penalty if the Town of Fairfield fails to meet the items set forth in the schedule above; however, the Town of Fairfield will not be eligible to receive incentive rewards from CEFIA under the Clean Energy Communities program.

3. The Town of Fairfield agrees to promote energy efficiency and clean, renewable technologies in its community. The Town of Fairfield is encouraged to establish a Clean Energy Task Force, or comparable body. This entity will assist the municipality in meeting the Clean Energy Communities Municipal Pledge and to perform education and outreach among residents, businesses and institutions within the community concerning energy efficiency and clean, renewable energy programs.

By taking the pledge and meeting the Clean Energy Community Program requirements outlined by CEFIA and the Connecticut Energy Efficiency Fund, the Town of Fairfield may qualify, subject to the terms of separate formal contracts, for the following grants:

- a. CEFIA. For every 100 points, the Town of Fairfield may earn a 1 kilowatt (or equivalent) clean energy system.
- b. Energy Efficiency Fund. For every 100 points, the Town of Fairfield may earn a Bright Idea Grant that can be used for energy-saving projects. The Town of Fairfield is eligible for two Bright Idea Grants per fiscal year.



Michael Tetreau*
First Selectman
Town of Fairfield

* The Town of Fairfield understands that the Clean Energy Communities Municipal Pledge is not a contract, and that CEFIA, the Energy Efficiency Fund, and the Companies have not contracted, committed, agreed or promised, to perform or incur any obligations, in any manner, hereunder.

FAIRFIELD PUBLIC SCHOOLS
HUMAN RESOURCES OFFICE

MEMORANDUM

TO: Pamela Iacono

FROM: Ann Leffert

DATE: November 18, 2015

SUBJECT: Information regarding Educational Paraprofessional Contract

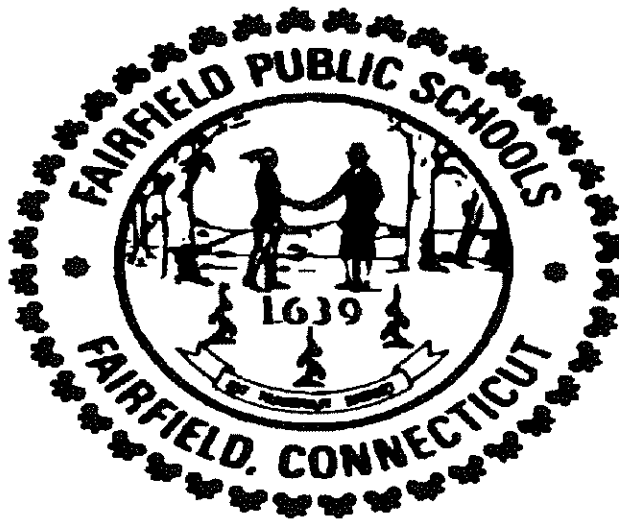
- The Fairfield Educational Paraprofessionals Union contract was ratified by the members on November 10, 2015 and approved by the BOE on November 17, 2015
- There are 231 members of this bargaining unit
- The only BOE contracts that come before the RTM for a vote are the contracts for Teachers and Administrators (see Connecticut General Statutes 10-153d). The non-certified contracts come under the jurisdiction of the BOE.
- We are only bringing forward to the RTM body the change in the pension language for a vote, as our non-certified employees currently participate in the town pension plan. New hires into this bargaining unit would no longer participate in the town pension plan. Rather, employees will contribute 4% of their base salary into a 401(a) type account and the Town (from the BOE) will contribute a 4% match into that account.
- Going back a number of years, the direction from the town (First Selectman, BOE and RTM) has been to work in negotiations to remove participation in the current town pension plan (a "defined benefit plan") to have new hires participate in a "defined contribution plan." I refer you, as an example, to the minutes of the July 26, 2010 RTM meeting, items 7 and 8, where this exact conversation is captured by former and current members of the RTM body.
- These employees have FICA taxes withheld from their paychecks. They will also contribute to Long-Term Disability benefits beginning 7/1/16. The number of BOE employees who access Long-Term Disability benefits is extremely low.
- The employees will be "vested" after participating for 5 years. When they retire, they will be eligible to begin receiving benefits, which will be similar to an annuity. If an employee leaves employment with the BOE prior to the 5 years, the 4% that has been matched into their account returns to the Town, as does any growth to those contributions.
- Average salary for the employees in this bargaining unit: Approx. \$19,000.
- Long-term savings:
Some language from the Hooker and Holcomb report (dated October 23, 2015):
"Implementing this program will result in a long-term cost savings to the Town of approximately 3.8% of pay on average for the Board of Education – Paraprofessionals group."
"Investment risk is shifted from the Town to the participant and costs essentially become a fixed percentage of payroll."
"The switch to the above defined contribution program will result in an estimated annual Town cost of approximately 6.0% of payroll." (Based on July 1, 2014 actuarial valuation, the current plan costs approximately 9.8% of payroll for this group.)

**AGREEMENT
BETWEEN**

FAIRFIELD BOARD OF EDUCATION

AND

FAIRFIELD EDUCATIONAL PARAPROFESSIONALS UNION



CSEA, SEIU LOCAL 2001, CTW

FOR THE PERIOD

JULY 1, ~~2010~~ 2013 - JUNE 30, ~~2013~~ 2016

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ARTICLE I

RECOGNITION

The Fairfield Board of Education (hereinafter referred to as the "Board") recognizes and certifies CSEA, SEIU Local 2001, CTW, (hereinafter referred to as the "Union"), as the exclusive representative for the purpose of professional negotiations on behalf of the Fairfield Paraprofessionals working twenty (20) hours or more per week for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes.

ARTICLE II

UNION MEETINGS ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school on days school is in session providing such meetings do not conflict with other scheduled school activities or programs and they are booked in advance and meet all the requirements of the Reservations Office.

ARTICLE III

VISITATION CLAUSE

The Board shall permit the president of the Chapter or a designated representative to visit schools to investigate safety conditions covered by the terms and conditions of this Agreement. The individual shall first report to the housemaster/principal's office.

ARTICLE IV

NO STRIKE WORK STOPPAGE OR LOCK-OUT

Pursuant to Connecticut General Statute 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operations.

ARTICLE V

GRIEVANCE PROCEDURE

The Union or any employee or group of employees who feels aggrieved concerning a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, may seek adjustment as follows:

Step #1: Within seven (7) working days after the occurrence of an alleged grievance, the Union shall submit the grievance signed by the individual or his representative to his/her immediate supervisor. Within five (5) working days after the receipt of said notice, said supervisor shall arrange to and shall meet with said Union for the purpose of adjusting or resolving such grievance. Such supervisor shall render a decision within five (5) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within five (5) working days of such decision, initiate Step #2 of this procedure.

Step #2: Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools. Within ten (10) working days after receipt of said notice, the superintendent or delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The superintendent or delegate shall render a decision in writing within five (5) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within five (5) working days of such decision initiate Step #3 of this procedure.

Step #3: Further review of such grievance shall be made by presenting in writing such grievance to the Board of Education of the Town of Fairfield. Within fourteen (14) working days after the Board receives such grievance, the Board shall have the option of meeting with the Union for the purposes of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within twenty-one (21) working days after notification to the Board. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) working days of such decision, initiate Step #4 of this procedure.

Step #4: Further review of such grievance ~~shall~~ may be made by submitting this dispute to mediation with the Connecticut State Board of Mediation and Arbitration within ten (10) working days of notification of the decision of the Board of Education. The mediation referenced in this Step #4 may be waived by either party with written notice to the other party.

Step #5: Where mediation fails, further review of such grievance shall be made by submitting this dispute to arbitration by the American Arbitration Association within ten (10) working days of notification of the decision of the mediator. The notice of arbitration shall include a brief statement of the issues to be decided by the arbitrator and the specific provisions of the Agreement involved. Said Association shall

hear and act upon such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on all parties.

The arbitrator shall not rule on any dispute which is not called specifically to the attention of the Board or its representative in accordance with the aforesaid grievance procedure nor shall the arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of the Agreement.

The time limits specified in the preceding sections of this article may be extended by agreement of all parties.

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared by the Board paying 60% of said costs, and the Union paying the remaining 40% of said cost but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE VI

PROTECTION OF EMPLOYEE

- A. Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.
- B. Such reports shall be forwarded to the superintendent, and the Board shall comply with any reasonable request from the paraprofessional for information in its possession not privileged under the law which relates to the incident or the persons involved.

ARTICLE VII

LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be granted by the superintendent for a limited, definite period for the remainder of the year for which the leave is granted and for one additional year for the following reasons:

- 1) For health reasons, upon advice of a physician.
 - 2) For other personal reasons subject to the review and recommendation of the superintendent.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
- C. It is expected that, as far as possible, a leave will be so arranged as to begin or end at the close of the school year.
- D. During such leave of absence, the employee shall have the option to continue all group insurances at group rates at the employee's own expense.
- E. Persons hired to fill vacancies left by persons on leave shall be hired as temporary employees not subject to this contract.
- F. Seniority shall continue during the leave of absence.
- G. The employee shall re-enter at the salary rate to which he/she would have been entitled at the start of the leave.
- H. Any leaves of absence taken under this assignment shall, to the full extent allowed by the FMLA (Family and Medical Leave Act), be counted as FMLA leave.

ARTICLE VIII

RESIGNATIONS

- A. Written notice of resignation should be filed with the Central Office staff member in charge of personnel at least two (2) weeks in advance of separation. This notice shall include a statement of the reason(s) for this action.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of employment.

ARTICLE IX

MILEAGE

Employees who are authorized to use a privately owned automobile for conducting school business shall be reimbursed for all mileage driven at the then current rate as prescribed by the Board of Education.

ARTICLE X

INSURANCE

- A. Refer to Appendix A in back of contract for employee/ employer premium cost share amounts and co-pays for each year of the contract.
- B. The Board shall provide, at no cost to an employee, a \$30,000 Straight Term Life Insurance policy.
- C. The Board shall provide long term disability insurance for all individuals covered by this Agreement **for which the employee shall pay eighty cents (\$.80) per month as premium cost share.**
 - 1. 60% of salary will be provided after a one (1) year waiting period.
 - 2. Benefits payable will be:
 - a. For sickness and accident to age 65.
 - b. Rights of survivorship.
 - c. Primary social security leveled at time of disability.
- D. A summary of the benefits described above and the Premium Cost Share are set forth in Appendix A hereto. The Board reserves the right to change carriers, to self-insure in whole or in part, and to change plans or plan designs as long as the benefit package, when compared on an overall basis, remains substantially comparable.
- E. The Board of Education has established an I.R.S. Section 125 program for treating premium payment on a pre-tax arrangement. Under Section 125, the Board of Education will make available those subsections that relate to dependent care and excess medical expenses. Participants shall pay any operating fees.
- F. Members of the Fairfield Retirement Plan, with fifteen (15) years of continuous service with the Board of Education, taking retirement under the provisions of the plan, between the ages of 62 and 65, may continue to purchase insurance so long as permitted by the carriers, at group rates then prevailing; provided that said retired employee is engaged in no other employment. Each retiree continuing to purchase insurance between the ages of 62 and 65 must certify annually on a form provided by the Board that they are not engaged in other employment that qualifies them for insurance benefits. The union and the

bargaining unit members understand and agree that the continuation of this insurance shall be at no cost whatsoever to the Board of Education; that rates for said insurance are established by the carrier, and that the bargaining employee is solely responsible for 100% of the cost of continuing this insurance regardless of the rates and/or increases to said rates over time.

- G. New retirees over age 65 will be provided with a list of carriers to contact that offer supplemental coverage to Medicare Part A and B.
- H. The employee must certify annually, on a form provided by the Board, as to the dependent status of those enrolled in any of the Board of Education's insurance programs as well as provide information as to any qualifying events affecting eligibility.
- I. Paycheck deductions for the premium cost share shall be done in twenty (20) equal deductions, provided said does not place an undue burden on administration, and provided it is consistent with the employees selection of their pay plan, refer to Article XXIV, Section C.

ARTICLE XI

PERSONAL INJURY BENEFITS

Whenever a paraprofessional is absent from work as a result of personal injury or occupational disease arising out of, and in the course of employment, he/she shall be paid full salary for the period of such absence up to a maximum of six (6) months without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for the period for which such salary is paid.

ARTICLE XII

SICK LEAVE

- A. All members of the bargaining unit are granted ten (10) days sick leave per year. Unused sick leave may be accumulated up to one hundred twenty (120) days. There shall be no compensation at any time for unused sick leave.
- B. Notwithstanding the foregoing limitations, the superintendent may allow sick leave with full pay according to the following schedules:
 - 1. Up to thirty (30) additional days for employees with one (1) to five (5) years of service.
 - 2. Up to sixty (60) additional days for employees with five (5) to ten (10) years of service.

3. Up to ninety (90) additional days for employees with ten (10) or more years of service.
4. A doctor's certificate must be presented in the case of any absence due to illness over five (5) days.

ARTICLE XIII

HOLIDAYS

Employees shall be granted such holidays as fall within the approved calendar of the Fairfield school system. Any such holiday shall be without pay.

ARTICLE XIV

EMPLOYMENT DEFINED

A. Employment Year

1. The work year shall be determined by the Board in its sole discretion consistent with operational requirements and the interests of education in the school system. The normal work week shall be from Monday to Friday.
2. It is paramount to the functioning of the educational system that the paraprofessionals need to be present during times when the students are in school. Consistent attendance is a requirement of the position. The regular paraprofessional work year will be 185 days; however said work year may be amended by the Board of Education with reasonable advance notice, consistent with budget considerations and system needs.

B. Employment Day

The work day shall be seven (7) hours per day inclusive of a 20 minute paid break. No overtime shall be worked unless authorized by the Administrator.

C. Training

The Board reserves the right to assign training consistent with practice: e.g. at the end of shortened school days and/or embedded in a work/ school day.

ARTICLE XV

EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel file will be permitted to do so by making an appointment with the Human Resources Representative. Twenty four hours of notice is required.
- B. The employee to be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the aforementioned file.
- C. It is further agreed that a record which has not been disclosed to the employee cannot be used as a basis for disciplinary action.

ARTICLE XVI

EXCUSED LEAVES

The following are days of excused leaves:

- A. In case of death in the immediate family of any employee, such employee shall be entitled to leave with full pay for not more than three days. The immediate family shall consist of: wife, husband, mother, father, daughter, son, mother-in-law, father-in-law, brother, sister and relatives living in the employee's household.
- B. All employees shall be entitled to leave with full pay for not more than three days in each school year for the observance of major religious holidays.
- C. Up to five days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, such as illness in the employee's immediate family. Should one of these requests be so personal in nature that the employee wishes it to be considered private, the employee may discuss this request directly with the Superintendent of Schools or his/her designee.
- D. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the employee's regular salary and the pay of the substitute, even if no substitute is hired. Such absences are to be exclusive of allowable sick leave. **One of these three days may include one day per year leave for the President to attend the National Paraprofessional Conference.**

- E. The Board's normal contribution for insurance benefit costs will be paid for by the Board of Education when an employee takes a leave of four (4) days or less without pay.
- F. The Board may allow a bargaining unit member to attend training courses or seminars that are directly related to their job responsibilities without loss of pay. Said request will be made by the employee to the Human Resources department. Management shall have the final authority whether to grant said time.
- G. The President of the Chapter plus four (4) different paraprofessionals each year on a seniority basis shall be given paid leave to attend the one (1) day State Paraprofessional Conference once each year.**

ARTICLE XVII

PENSION PROGRAM

The employer agrees to maintain in effect for the duration of this Agreement the Town of Fairfield Employee Retirement System dated April 27, 1987, and the Rules and Regulations of said system adopted October 6, 1987, effective January 1, 1987, and its "1988 Edition".

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7,800 earned, and 5% of annual earning in excess of \$7,800.

All employees hired after July 1, 2013 shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall not vest until the employee has been continuously employed five (5) years.

ARTICLE XVIII

PROBATION

All new appointments shall be subject to a probationary period of ninety (90) working days. During probation, the employee shall have no rights under the grievance procedure or the cause for discharge/discipline provisions of Article XXII and/or Article XXVII , but shall be entitled to all other provisions of this Agreement.

ARTICLE XIX

POSTING OF VACANCIES AND TRANSFERS

POSTING:

Whenever an opening occurs during the school year in an existing position or as a result of the establishment of a new position, a notice of such opening shall be posted via e-mail to all paraprofessionals and a copy sent directly to the Chapter's president stating the job and location of the assignment.

Such posting shall be for a period of not less than five (5) working days.

During this period, paraprofessionals who wish to apply for the assignment or new position may do so by notifying the Human Resources Office. The Board agrees to transfer a paraprofessional who has applied under the posting requirement, based on the characteristics noted in the transfer language, prior to hiring an outside candidate.

TRANSFER:

A transfer is a change from one supervising unit to another. Any transfer shall be at the discretion of the Superintendent in the best interests of the school system.

The interests of the students and the educational program are paramount in the assignment of staff. Transfers shall be made after considering requests.

The Board and Union recognize that some involuntary transfer of staff is unavoidable and in the system's best interest.

In considering the transfer of an individual, the Administration will review experience, training, ability and qualifications in arriving at a decision. Should two or more individuals still appear to be substantially equal in consideration for transfer, then seniority will be the prevailing factor.

It is understood that transfers resulting from the termination of positions will be dictated by the "lay-off procedures" outlined elsewhere in this contract and shall be to a comparable position, if possible.

ARTICLE XX

DEDUCTION OF UNION DUES

- A. All employees represented by this Union and who are members on the effective date of this Agreement, or who afterward join, must pay the dues uniformly required of all members for the duration of this Agreement as a condition of continued employment.

Upon receipt of individual written authorization for Union membership, remittance to Civil Service Employees Affiliates will be mailed monthly to the address provided.

- B. All employees represented by this Union who are not Union members shall, as a condition of continued employment, pay a service charge to the Union as a condition of continued employment. No employee shall be required to comply with this section before the first full month of employment.
- C. The Fairfield Board of Education agrees to withhold this service fee commencing with the first payroll following written notification from the president, that the individual is not joining the Union and is then required to pay this charge. Remittance will be monthly to Civil Service Employees Affiliates to the address provided.
- D. The annual dues or service fee shall be prorated proportionally for any full months of employment.
- E. All payment of dues or service fees will be uniformly transmitted through payroll deduction.
- F. The amount of the dues or service fee shall be certified by the Union to the Fairfield Board of Education Payroll Office no later than August 1st.
- G. The Union shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action by the Board and/or Town pursuant to this Article.
- H. The Board further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions a Political Action Organization Fund deduction up to one dollar (\$1.00) per pay period.

ARTICLE XXI

LAY-OFF PROCEDURE

- A. Seniority will determine the order of layoff for employees in the bargaining unit, provided remaining employees are qualified to do the remaining work. If an employee's job is no longer available he/she may displace the least senior employee providing the bumping employee has more seniority than the bumped employee and provided further that the bumping employee is qualified to do the work without further training or break in period. Seniority shall be gauged on the basis of the most recent period of continuous uninterrupted service with the Board of Education in this bargaining unit.
- B. Persons laid off due to a reduction in force shall be recalled, on the basis of seniority, to the first available position if they are qualified to fill the position. If the former employee declines recall to an available position and for which he/she is qualified, the person shall forfeit the right to further recall.
- C. Laid off employees, except as provided above, shall retain seniority status for twelve months following the date of layoff. Failure to respond to a recall notification within ten days of receipt shall result in removal from a recall list.
- D. A paraprofessional, within thirty working days of separation, shall submit his/her name in writing by certified mail to the Superintendent of Schools or designee to be placed on the recall list.
- E. A paraprofessional must notify the Board of Education in writing with any address change within thirty days. It is the responsibility of the paraprofessional to maintain his most recent current address with the Board of Education.”
- F. Notwithstanding the above, laid off employees shall have recall rights to comparable positions to that in which they were laid off; (i.e., full-time to full-time). For the purposes of this section, a refusal of a part-time position by a laid off full-time employee shall not constitute a refusal, and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.
- G. All part-time employees working less than twenty (20) hours a week and performing bargaining unit work will be laid off prior to any bargaining unit member, provided the remaining employees are qualified to the necessary work and willing to work the part-time hours, schedule, location, etc.**

ARTICLE XXII

MANAGEMENT CLAUSE

Except as herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs; discharge and discipline employees for cause, to sub-contract; and to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.

ARTICLE XXIII

EMPLOYEE LIST

- A. The Board, through its Human Resources Department, will furnish the Union, through its president, annually during the month of September, an Employee List showing the name, initial date of hire, address, school location, placement on salary range and whether full or part-time of each employee in the bargaining unit.
- B. Further, any changes in the above will be furnished the Union throughout the school year.
- C. The Board shall provide a copy of this collective bargaining agreement to each bargaining unit member, as well as to each newly hired employee.

ARTICLE XXIV

SALARIES

- A. Employees hired as paraprofessionals shall start at the agreed upon starting wage as set forth herein and shall be granted the contractual wage increase each year thereafter, except that no one hired after the second semester has begun shall be granted the new rate, but rather shall remain at the starting rate for the following school year (i.e.; hired in March, 2011 at starting wage \$16,692; in 2012 and 2013 would only receive new starting rate of \$16,692).
- B. The starting rate for new paraprofessionals shall be:

2010-2011 — \$16,692
2011-2012 — \$16,692
2012-2013 — \$16,692

<u>2013-2014</u>	<u>\$17,196</u>
<u>2014-2015</u>	<u>\$17,368</u>
<u>2015-2016</u>	<u>\$17,542</u>

10 Year

Longevity On one's 10-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the first longevity increase of an additional \$600.

15 Year

Longevity On one's 15-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the longevity increase of an additional \$600.

Effective July 1, 2011, employees will be eligible for a 20 and 25 year longevity pursuant to the terms stated below:

20 Year

Longevity On one's 20-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the longevity increase of an additional \$600.

25 Year

Longevity On one's 25-year anniversary date of employment, the individual, upon favorable recommendation of the supervisor, shall receive the final longevity increase of an additional \$600.

It is understood that all performance identified on the annual end-of-year report must be up to or above expectation in order to qualify for advancement or adjustment. Any withholding of a credited year toward the merit advance shall be grievable according to Article V of this agreement.

- C. A twenty-six pay plan (regular school year plus July and August) option will be available at the discretion of each of the individual paraprofessionals by utilizing the official form provided by the Payroll Office. The Payroll Office must receive such notification no later than August 1 for the year in which the request is being made. No change will be allowed during the year.
- D. Salary adjustment will be as follows:

~~The 2009-2010 salary schedule shall be increased by 2.0% as a general wage increase for 2010-2011. The 2011-2012 salary schedule shall be the same as the 2010-2011 salary schedule. There shall be a wage re-opener for the 2012-2013 year.~~

The 2012-2013 salary schedule shall be increased by 2% as a general wage increase for 2013-2014, retro to July 1, 2013 for those still on payroll on the date of signing the final collective bargaining agreement.

The 2013-2014 salary schedule shall be increased by 2% as a general wage increase for 2014-2015, retro to July 1, 2014 for those still on the payroll on the date of signing the final collective bargaining agreement.

The 2014-2015 salary schedule shall be increased by 2% as a general wage increase for 2015-2016, retro to July 1, 2015 for those still on the payroll on the date of signing the final collective bargaining agreement.

ARTICLE XXV

PAST PRACTICE

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees of the Board have enjoyed heretofore unless such practice was based on Policy Standards of the Board or has been superseded by provisions of this Agreement.

ARTICLE XXVI

SAVING CLAUSE

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific Article, Section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that Article, Section or portion.

ARTICLE XXVII

DISCIPLINE/DISMISSAL

The discipline steps of a bargaining unit employee will be for just cause:

1. A verbal, and then if necessary, written notice, unless the alleged offense deals with immoral or aggressive behavior which might endanger the health or safety of the children or other school personnel.
2. A copy of any written reprimand, stating the reasons for the discipline that is placed in the employee's personnel file shall be furnished to the employee.

ARTICLE XXVIII

STIPENDS FOR NON-TRADITIONAL JOB ASSIGNMENTS

Those paraprofessionals who work with students requiring consistent, daily and pervasive personal hygiene care outside of what is developmentally appropriate for the student will receive a \$800 annual stipend. This stipend will be considered non-pension eligible earning and will be issued in two installments (December/June).

The stipend will be prorated for months worked in the assignment. For the purpose of this item, personal hygiene is defined as toileting, feeding, or oral manipulation. The Director of Special Education will designate employees who qualify for this stipend at the start of each school year or upon hire.

Those paraprofessionals who work with a student requiring fifteen (15) or more hours of discrete trial instruction (DTI) and applied behavioral analysis (ABA) will receive a stipend of \$800 annually, provided that the paraprofessional has successfully completed ten (10) months of training to be provided by the school district and has successfully met performance standards. **If an employee is primarily assigned to a child needing at least fifteen (15) hours per week of the above referenced services, said employee will receive the training, and if the employee successfully completes said training with all competencies the employee will receive the stipend of \$800.00 effective the next school year whether or not said employee is assigned to a child(s) which requires at least fifteen (15) hours per week of the above referenced services. However, no stipend will be payable if an employee refuses to take an assignment to be with the child(s) who requires at least fifteen (15) hours per week of the above referenced services. No stipend is available to staff in non-instructional roles. Current employees who have successfully completed the above referenced training will receive an \$800.00 stipend commencing upon ratification. Training will be completed within the current school year (by June 30th) for employees described above but will be completed during this (2015-2016) school year.** This stipend will be considered non-pension eligible earnings and will be issued in two installments (December/June). The stipend will be prorated for months worked in the assignment. The Director of Special Education will designate employees who qualify for this stipend at the start of each school year or upon hire.

High school special education job coach/paraprofessionals who accompany children off the school grounds for a work assignment will be paid in the amount of \$5.00 per hour as an additional hourly stipend. The respective paraprofessionals must sign a bi-weekly payroll report, have it authorized by the teacher and Building Administrator who then forwards it to the Special Education Department for processing.

ARTICLE XXIX

PROFESSIONAL ATTIRE

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

ARTICLE XXX

RETROACTIVITY

The general wage increase, longevity, stipends and other economic benefits are not available to those who were not on the payroll as of the date this new Collective Bargaining Agreement is signed and executed.

ARTICLE XXXI

DURATION

~~The provisions of this Agreement shall be in effect from July 1, 2010 and shall continue in force through June 30, 2013. There shall be a wage and premium cost share insurance amount re-opener for the 2012-2013 year. By February 2, 2012 the Civil Service Employees Affiliates shall notify the Fairfield Board of Education of readiness to commence negotiations for the wage and premium cost share insurance amount re-opener. By February 2, 2013 the Civil Service Employees Affiliates shall notify the Fairfield Board of Education of readiness to commence negotiations for a successor agreement.~~

The provisions of this Agreement shall be in effect from July 1, 2013 and shall continue in force through June 30, 2016.

Philip Dwyer, Chairman
Fairfield Board of Education

Date

Julie Cinnamon, President
Fairfield Educational Paraprofessionals Union

Date

George Gould, Negotiator
CSEA, SEIU Local 2001, CTW

Date

IMPORTANT TELEPHONE NUMBERS

HUMAN RESOURCES	203-255-8462
PAYROLL	203-255-8386
INSURANCE	203-255-8381
TOWN RETIREMENT	203-256-3077
FAIRFIELD CREDIT UNION	203-256-3133

**APPENDIX A - EMPLOYEE/EMPLOYER HEALTH INSURANCE
CONTRIBUTIONS**

Medical – PPO or Equivalent	<u>July 1, 2010</u>	<u>July 1, 2011</u>	<u>July 1, 2012</u> <u>Upon Signing the Final Agreement</u>	<u>January 1, 2016</u>
Home and Office/Specialist	\$15	\$20	\$20 <u>\$30</u>	<u>\$30</u>
Emergency and Urgent Care	\$50	\$75	\$75 <u>\$100</u>	<u>\$100</u>
<u>Urgent Care</u>			<u>\$30</u>	<u>\$30</u>
Hospital Admission	\$50	\$100	\$100 <u>\$200</u>	<u>\$200</u>
Outpatient Surgical	\$0	\$0	\$0 <u>\$50</u>	<u>\$50</u>
<u>In-Patient Mental Health – Semi Private</u>			<u>\$150</u>	<u>\$150</u>
<u>Outpatient Mental and Substance Abuse</u>			<u>\$30</u>	<u>\$30</u>
<u>Diagnostic Lab and X-Ray</u>			<u>\$0</u>	<u>\$0</u>
<u>Skilled Nursing</u>			<u>\$100</u>	<u>\$100</u>
<u>IP Rehab</u>			<u>\$150</u>	<u>\$150</u>
<u>High Cost Diagnostics</u>			<u>\$50</u>	<u>\$50</u>
<u>Outpatient Rehab</u>			<u>\$20</u>	<u>\$20</u>
Out-of-Network Deductible				
Single	\$325	\$325	\$325	<u>\$325</u>
Employee plus one	\$650	\$650	\$650	<u>\$650</u>

	<u>July 1, 2010</u>	<u>July 1, 2011</u>	<u>July 1, 2012</u> <u>Upon Signing</u> <u>the Final</u> <u>Agreement</u>	<u>January 1, 2016</u>
Family	\$975	\$975	\$975	<u>\$975</u>
Out-of-Network Co-Payment	80/20	80/20	80/20	<u>80/20</u>
Premium Cost Share – Single	11%	11%*	Re-opener <u>14%</u>	<u>15%</u>
Premium Cost Share – Two Person & Family ¹	25%	25%*	Re-opener <u>25%</u>	<u>25%</u>
Ages for Dependent Coverage	25	26	26	<u>26</u>
<u>Vision</u>				
<u>Routine Exam</u>			<u>Up to \$75</u>	<u>Up to \$75</u>
HMO Coverage				
Home and Office/Specialist	\$15	\$20	\$20 <u>\$30</u>	<u>\$30</u>
Emergency and Urgent Care	\$50	\$75	\$75 <u>\$100</u>	<u>\$100</u>
<u>Urgent Care</u>			<u>\$30</u>	<u>\$30</u>
Hospital Admission	\$50	\$100	\$100 <u>\$200</u>	<u>\$200</u>
Outpatient Surgical	\$0	\$0	\$0 <u>\$50</u>	<u>\$50</u>
<u>In-Patient Mental Health – Semi Private</u>			<u>\$150</u>	<u>\$150</u>

¹ If hired before July 1, 1983 – Current PCS is 10%; 11% PCS effective July 1, 2010* with a re-opener July 1, 2012.

	<u>July 1, 2010</u>	<u>July 1, 2011</u>	<u>July 1, 2012</u> <u>Upon Signing</u> <u>the Final</u> <u>Agreement</u>	<u>January 1, 2016</u>
<u>Outpatient Mental and Substance Abuse</u>			<u>\$30</u>	<u>\$30</u>
<u>Diagnostic Lab and X-Ray</u>			<u>\$0</u>	<u>\$0</u>
<u>Skilled Nursing</u>			<u>\$100</u>	<u>\$100</u>
<u>IP Rehab</u>			<u>\$150</u>	<u>\$150</u>
<u>High Cost Diagnostics</u>			<u>\$50</u>	<u>\$50</u>
<u>Outpatient Rehab</u>			<u>\$20</u>	<u>\$20</u>
Out-of-Network	None	None	None	<u>None</u>
Premium Cost Share – Single	9%	9%*	Re-opener 14%	<u>15%</u>
Premium Cost Share – Two Person & Family ²	23%	23%*	Re-opener 23%	<u>23%</u>
Ages for Dependent Children	25	26	26	<u>26</u>
<u>Vision</u>				
<u>Routine Exam</u>			<u>Up to \$75</u>	<u>Up to \$75</u>
<u>Prescription Drug</u>				
3-Tier Formulary				
Generic	\$10	\$15	\$15	<u>\$15</u>
Brand	\$20	\$25	\$25	<u>\$25</u>
Non-list Brand	\$35	\$40	\$40	<u>\$40</u>
Mandatory Mail Order for Maintenance Drugs	Co-Pay 1 time retail	Co-Pay 1 time retail	Co-Pay 1 time retail	<u>Co-Pay 1 time retail</u>

² If hired before July 1, 1983 – Current PCS is 8%; 9% PCS effective July 1, 2010* with a re-opener July 1, 2012.

	<u>July 1, 2010</u>	<u>July 1, 2011</u>	<u>July 1, 2012</u> <u>Upon Signing</u> <u>the Final</u> <u>Agreement</u>	<u>January 1, 2016</u>
Premium Cost Share – Single	11%	11%*	Re-opener <u>14%</u>	<u>15%</u>
Premium Cost Share – Two Person & Family ³	25%	25%*	Re-opener <u>25%</u>	<u>25%</u>
Ages for Dependent Children	25	26	26	<u>26</u>
Dental				
Benefit: Preventive	80%	80%	80%	<u>80%</u>
Benefit: Basic	80%	80%	80%	<u>80%</u>
Benefit: Major	50%	50%	50%	<u>50%</u>
Premium Cost Share – Single	11%	11%*	Re-opener <u>14%</u>	<u>15%</u>
Premium Cost Share – Two Person & Family ⁴	25%	25%*	Re-opener <u>25%</u>	<u>25%</u>
Ages for Dependent Children	19	19	19	<u>19</u>

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³ ~~If hired before July 1, 1983 – Current PCS is 10%; 11% PCS effective July 1, 2010* with a re-opener July 1, 2012.~~

⁴ ~~If hired before July 1, 1983 – Current PCS is 10%; 11% PCS effective July 1, 2010* with a re-opener July 1, 2012.~~