

Board of Selectmen Meeting
September 23, 2020
Notice & Agenda
REVISED 09-22-2020 (Item #2 Withdrawn)

Notice is hereby given that the Westport Board of Selectmen will hold a public meeting on Wednesday, September 23, 2020 at 9:00 AM. Pursuant to the Governor's Executive Order No. 7B, there is no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020. Emails to the Board of Selectmen prior to the meeting may be sent to selectman@westportct.gov. Comments to be read during the public comment portion of the meeting may be emailed to BOSSComments@westportct.gov. Agenda to include but not be limited to the following:

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's public meeting of September 9, 2020 and the Minutes of the Board of Selectmen's Special Public Meetings of September 4, 2020 and September 16, 2020.

WITHDRAWN 09-21-2020

- ~~2. To take such action as the meeting may determine to approve the request to close the Town roadway known as Main Street from its intersection at Post Road East to #90 Main Street on Saturday, October 17, 2020 from 6:00 AM to 10:00 PM for the WDMA Fall Food Fest and Beer Garden Event, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.~~
3. To take such action as the meeting may determine and in accordance with the conditions stated in the original Board of Selectmen application approval to review, reevaluate and approve an extension until October 31, 2020 for the closure of the Town roadway known as Church Lane from its intersection at Post Road to its intersection with Elm Street, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.

Item #4 added after Westport News Publication Deadline

4. To take such action as the meeting may determine to approve the Solar Power Services Agreement between the Town of Westport and Plainfield Solar 2, LLC as it relates to Virtual Net Metering Credits and Excess Credits available from the Provider's solar powered electric generating system.
5. To take such action as the meeting may determine, upon the request of the IT Director, to approve the Statement of Work for the Microsoft active domain controller upgrade project between the Town of Westport and JKS Systems, LLC.
6. To take such action as the meeting may determine, upon the request of the IT Director, to approve the Master Customer Service Agreement between the Town of Westport and Darktrace Limited to utilize the Enterprise Immune System, Antigena Network Software, and Medium Appliance.
7. Acting in its capacity as the Water Pollution Control Authority, upon the request of the WPCA Collection System Supervisor, to approve the "Special Assessment Policy for Pump Station #2

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or eflug@westportct.gov at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

Capacity Upgrade” as it relates to the policy and rate structure associated with the renovations to Pump Station #2 and its force main.

Item #8 added after Westport News Publication Deadline

8. Acting in its capacity as the Water Pollution Control Authority, upon the request of the WPCA Collection System Supervisor, and in accordance with the Procedure for the Installation of Sanitary Sewers, to accept the petition(s) from residents seeking sanitary sewer extensions to service Whitney Road, Roseville Road, Fernwood Road, Plumtree Lane, Pamela Place and Ledgemoor Lane (Contract 73)

James S. Marpe, First Selectman
September 22, 2020

MINUTES

1. To take such action as the meeting may determine to approve the:
 - (i) Minutes of the Board of Selectmen's Public Meeting of September 9, 2020
 - (ii) Minutes of the Board of Selectmen's Special Public Meeting of September 4, 2020
 - (iii) Minutes of the Board of Selectmen's Special Public Meeting of September 16, 2020.

Board of Selectmen Meeting
September 9, 2020
DRAFT MINUTES

The Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority held a public meeting on Wednesday, September 9, 2020 at 9:00 a.m. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It was held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Bryan Thompson, Lynn Scully, presenters as noted in the minutes, and Eileen Francis, recording secretary.

<https://view.earthchannel.com/PlayerController.aspx?&PGD=westportct&eID=1152>

Order revised after Westport News publication deadline

MINUTES

1. Jennifer Tooker presented Item #1. There were no revisions to the presented draft minutes. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the minutes of the Board of Selectmen's Meeting of August 26, 2020 are hereby APPROVED.

ITEM #2 IS INCLUDED IN THE WPCA MINUTES OF 09-09-2020

APPROVE EXTENSION FOR USE OF IMPERIAL AVENUE PARKING LOT UNTIL OCTOBER 31, 2020 FOR REMARKABLE THEATER DRIVE IN THEATER

3. Remarkable Theater Representatives Marina Derman and Doug Tirola presented Item #3. Ms. Derman and Mr. Tirola provided an assessment of the activity over the previous months, requesting an extension to accommodate increased requests from local organizations. They addressed some of the concerns relative to the Police Department's request to give additional lead time to schedule police details. They stated that the start times for the 2-4 showings per week would need to be adjusted due to the time of sunset in the fall months. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the request for an extension until October 31, 2020 of the previously approved request for the use of the Town owned property known as Imperial Avenue Parking Lot for the Remarkable Theater Drive-in Theater, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways is hereby APPROVED.

Item #4 received after Westport News publication deadline

APPROVE CLOSURE OF MAIN STREET FROM POST ROAD EAST TO AVERY PLACE ON SEPTEMBER 26, 2020 FOR DMA FASHION AND OUTDOOR SHOPPING EVENT

4. Westport Downtown Merchants Association President Randy Herbertson and Events Director Jacqui Bidgood presented Item #4. Ms. Bidgood provided an overview of the proposed set up and how

the DMA would comply with and notify attendees of Covid-19 protocols during the event. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOVLED, that the closure of Main Street from the intersection at Post Road East (Rte. 1) to Avery Place from 6:00 AM to 8:00 PM on Saturday, September 26, 2020 (rain date Sunday, September 27, 2020) for a DMA-sponsored Fashion and Outdoor Shopping Event, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways is hereby APPROVED.

APPROVE ENGAGEMENT LETTER BETWEEN TOWN OF WESTPORT AND PKF O'CONNOR DAVIES

5. Audit Manager Lynn Scully presented Item #5. Ms. Scully stated that PKF O'Connor Davies is a pre-approved vendor and that the internal audit would encompass divisions of the Human Services Department which include Social Services and Youth Services. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that subject to final approval from the Town Attorney's Office, the Engagement Letter between the Town of Westport and PKF O'Connor Davies as it relates to providing internal audit services is hereby APPROVED.

ADJOURNMENT

Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0 the meeting was adjourned at 10:20 AM.

Eileen Francis
Recording Secretary

Board of Selectmen Special Meeting
September 4, 2020
DRAFT MINUTES

The Westport Board of Selectmen held a special public meeting on Friday, September 4, 2020 at 11:00 AM. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It was held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Jillian Cabana, presenters as noted in the Minutes and Eileen Francis, recording secretary.

<https://view.earthchannel.com/PlayerController.aspx?&PGD=westportct&eID=1149>

APPROVE USE OF IMPERIAL AVENUE PARKING LOT BY TEMPLE SHALOM FOR HIGH HOLY DAYS SERVICES ON SEPTEMBER 19 AND 28, 2020

Vice President of Temple Shalom Martin Gitlin presented Item #1. Rabbi Shirah Sklar, Rabbi Emeritus Mark Lipson and Alice Lipson, and Doug Tirola of Remarkable Theater were also included in the discussion. The presenters described how they would conduct the services, including the means by which they would insure safety and security of attendees and neighbors, traffic mitigation and compliance with Covid-19 standards and protocols, noting they will utilize the best practices established by Remarkable Theater's during its use of the parking lot.

Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, it was:

RESOLVED, that the request from Temple Shalom, Inc. for the use of the Town owned property known as the Imperial Avenue Parking Lot on Saturday, September 19 from 8:30 AM to 2:00 PM and on Monday, September 28, 2020 from 8:30 AM to 6:00 PM for "drive-in" Rosh Hashanah and Yom Kippur Services, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways is hereby APPROVED.

ADJOURNMENT

Upon motion by Jennifer Tooker, seconded by Melissa Kane and passing by a vote of 3-0, the meeting adjourned at 11:50 AM.

Eileen Francis, Recording Secretary

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Board of Selectmen Special Meeting
September 16, 2020
DRAFT MINUTES

The Westport Board of Selectmen held a special public meeting on Wednesday, September 16, 2020 at 2:00 PM. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It was held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Peter Ratkiewich, and Eileen Francis, Recording Secretary.

<https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1166>

APPROVE AWARD OF CONTRACT BID 21-002T PAVING PRESERVATION AND REPAIRS TO FGB CONSTRUCTION

1. Director of Public Works Peter Ratkiewich presented Item #1. Mr. Ratkiewich noted that this program will cover approximately 5 miles of roadway. Upon motion by Jennifer Tooker, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that subject to final review by the Town Attorney's Office, the Award of Contract, Bid #21-002T (Pavement Preservation and Repairs-Fall 2020) in the amount of \$1,152,845.36 to FGB Construction Company, Norwalk, CT is hereby APPROVED.

APPROVE AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE TOWN OF WESTPORT FOR PLANS, SPECS AND ESTIMATES ASSOCIATED WITH REPLACEMENT OF GREENS FARMS ROAD BRIDGE OVER SASCO CREEK

2. Director of Public Works Peter Ratkiewich presented Item #2. Mr. Ratkiewich stated that Westport applied for this pilot program associated with the bridge replacement/rehabilitation projects. Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, it was:

RESOLVED, that subject to final review by the Town Attorney's Office, the Agreement Between the State of Connecticut and the Town of Westport for the Development of Contract Plans, Specifications and Estimates in Conjunction With the Replacement of the Greens Farms Road Bridge (Bridge No. 04972) Over Sasco Brook Utilizing State and Federal Funds (State Project No. 158-216), Federal-aid Project No. 6158(013) is hereby APPROVED.

ADJOURNMENT

Upon motion by Jennifer Tooker, seconded by Melissa Kane and passing by a vote of 3-0, the meeting adjourned at 2:25 PM

Eileen Francis, Recording Secretary

ITEM #2 WITHDRAWN

ITEM 3

3. To take such action as the meeting may determine and in accordance with the conditions stated in the original Board of Selectmen application approval to review, reevaluate and approve an extension until October 31, 2020 for the closure of the Town roadway known as Church Lane from its intersection at Post Road to its intersection with Elm Street, contingent upon compliance with comments and safety recommendations from relevant Town departments and in accordance with the Town Policy on the Use of Town Property, Facilities, and Public Roadways.



WESTPORT

EVENT CHECKLIST

Day, Date, Time of Event	October 2020
Event	Closing Church Lane to Traffic
Town Property	Church Lane
Event organizer	Westport Downtown Merchants Association
Organizer Contact Info	Jacqui Bidgood, 203-293-0099, events1@westportdma.com
Set Up/Breakdown Times	n/a
Req to Depts Sent	(original) 7/16/2020 extension Req to Oct. 09-16-2020
BOS Approval Date	extension through October APPROVED
FINAL APPROVAL DATE	

	Date
Processing Fee	n/a
Bond	Roll
Verified COI	n/a
Verified Hold Harmless	5/21/2020
3 rd Party (if Applicable)	n/a
Map/Route/Set-Up	7/15/2020
After Action Report	
Bond Returned	

Approvals/Comments (see att)	✓
Chief of Police	
Fire Chief	
Director of Public Works	
Director of Parks and Recreation	
Director of Westport/Weston Health District	
Westport Library	N/A



WESTPORT™

DEPARTMENT RESPONSES

Day, Date, Time of Event	October 2020
Event	Closing Church Lane
Town Property	Church Lane
Event organizer	Westport Downtown Merchants Association
Organizer Contact Info	Jacqui Bidgood, 203-293-0099, events1@westportdma.com
Set Up/Breakdown Times	n/a
Req to Depts Sent	09-16-2020

DATE:		
	<u>POLICE:</u>	
	<u>FIRE:</u>	
	<u>PUBLIC WORKS:</u>	
09-16-2020	<u>PARKS & REC:</u>	No issues for the continued closure of Church Lane. Jennifer A. Fava, MBA, CPRP
	<u>WWHD:</u>	
	<u>LIBRARY:</u>	



DEPARTMENT OF FIRE SERVICES
Fire Marshals Office (203) 341-5020
Fax (203) 341-5009
Nathaniel Gibbons, Fire Marshal

July 17, 2020

Westport Traffic Commission
110 Myrtle Avenue
Westport CT 06880

Subject: Closing Church Street a.k.a Church Lane.

Dear Members of the Commission:

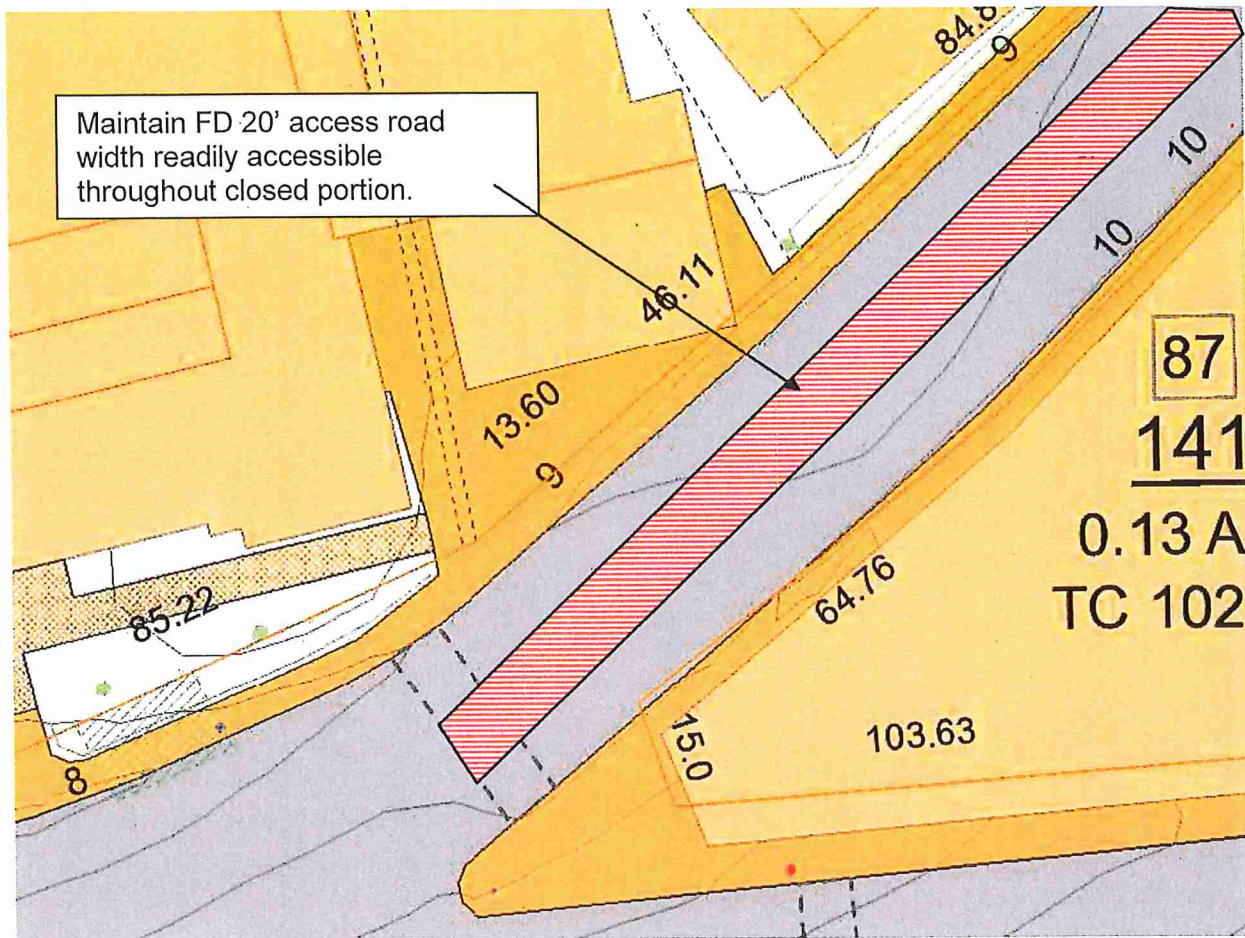
This office has received and reviewed the application by the Westport Downtown Merchant's Association to temporarily close Church Lane and has the following comments:

Fire Apparatus Emergency Access

The applicant has stated they plan to provide emergency access to Church Lane. As this is a high-value densely developed area with mercantile, assembly, business and residential occupancies on both side of the street, it is imperative that apparatus access be maintained for the protection of life and property.

Applicant's proposal to use temporary cones or saw horses (easily removed) are acceptable.

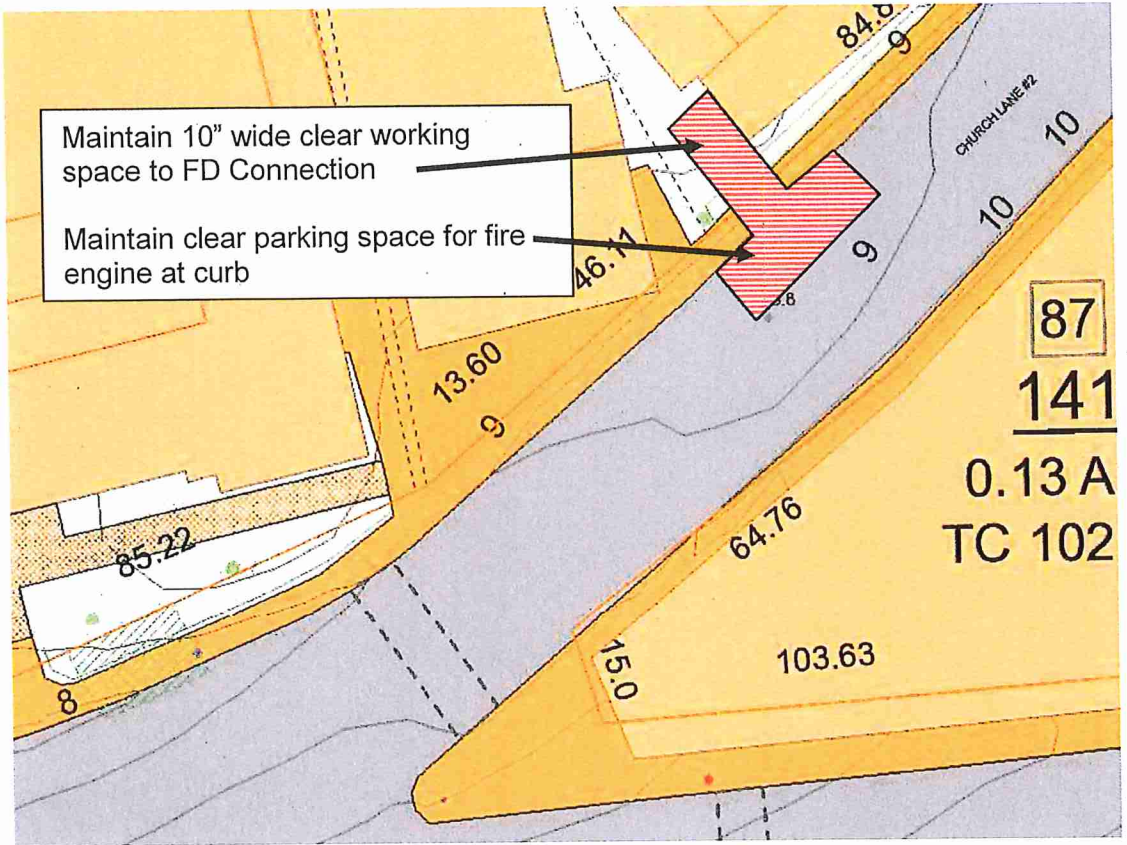
CSFSC 18.2.3.4.1.1 requires a minimum 20 foot width for a fire access road. Applicant shall maintain a readily accessible fire access lane throughout Church Lane.

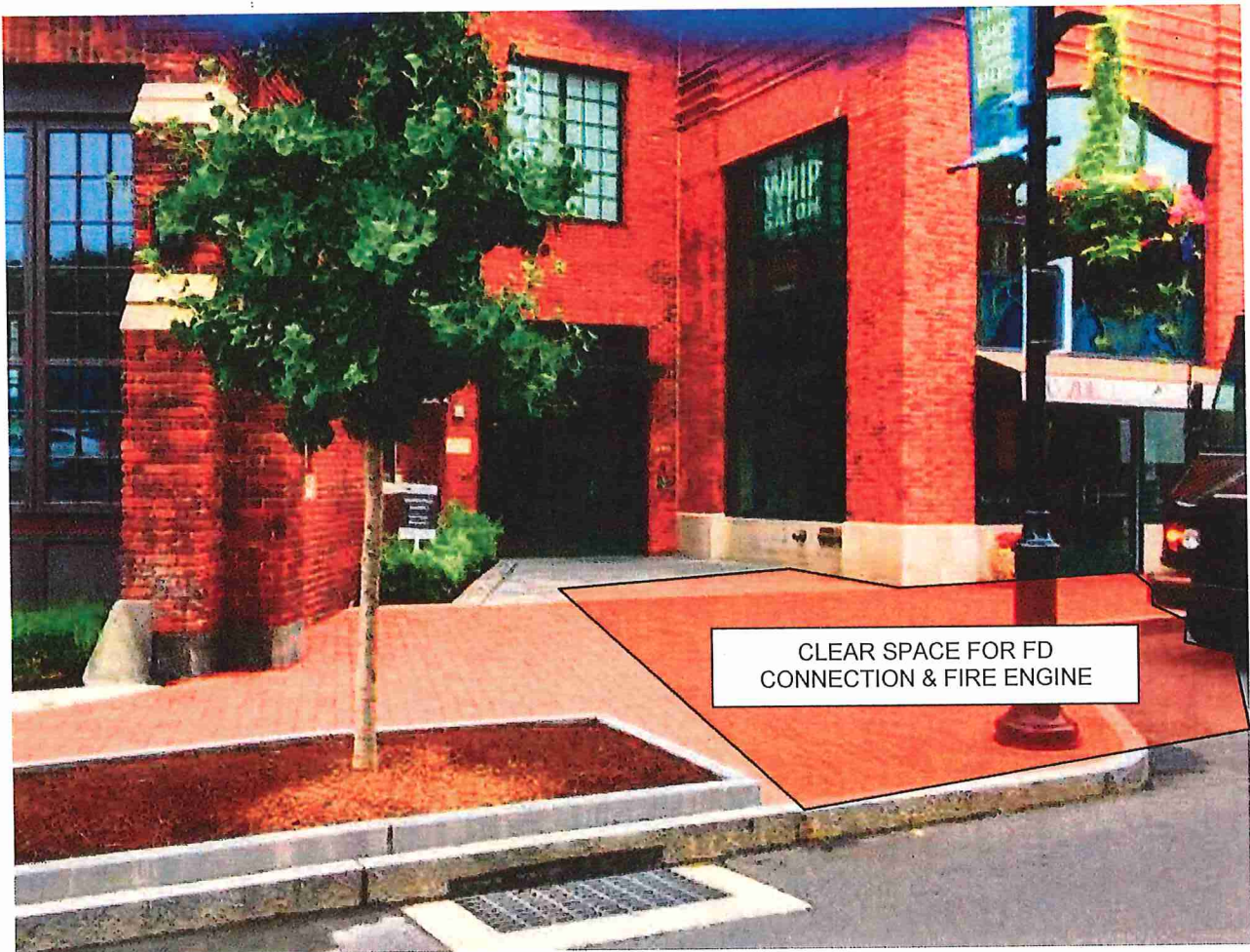


515 POST ROAD EAST, WESTPORT, CT 06880

Access to Bedford Square FD Connection

The applicant's drawing appears to show dining tables set up in front or blocking street hose line access to the Fire Department Connection located at the north side of the Bedford Square residential entrance. This connection may require up to 4 lines, 2 1/2" in size. A clear working space 10 feet wide shall be maintained between the FD connection and the street curb. The curb space shall be kept clear for apparatus positioning to service the connection:

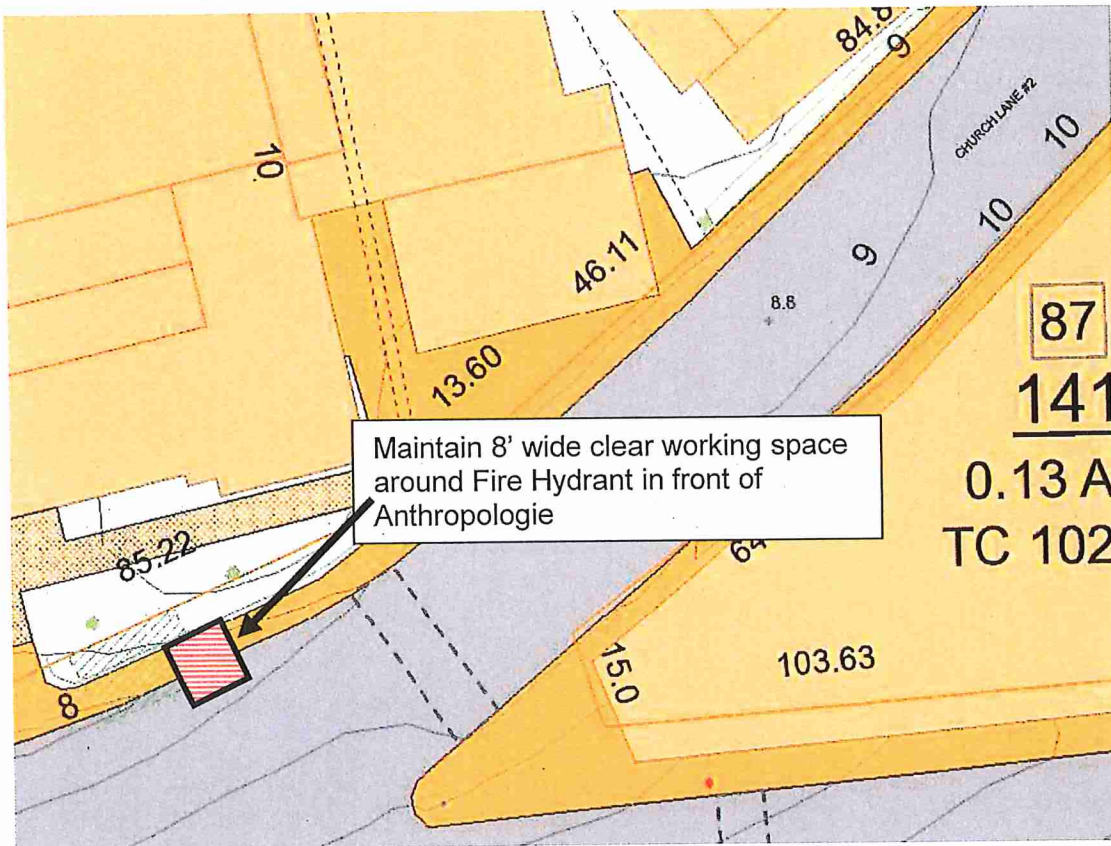


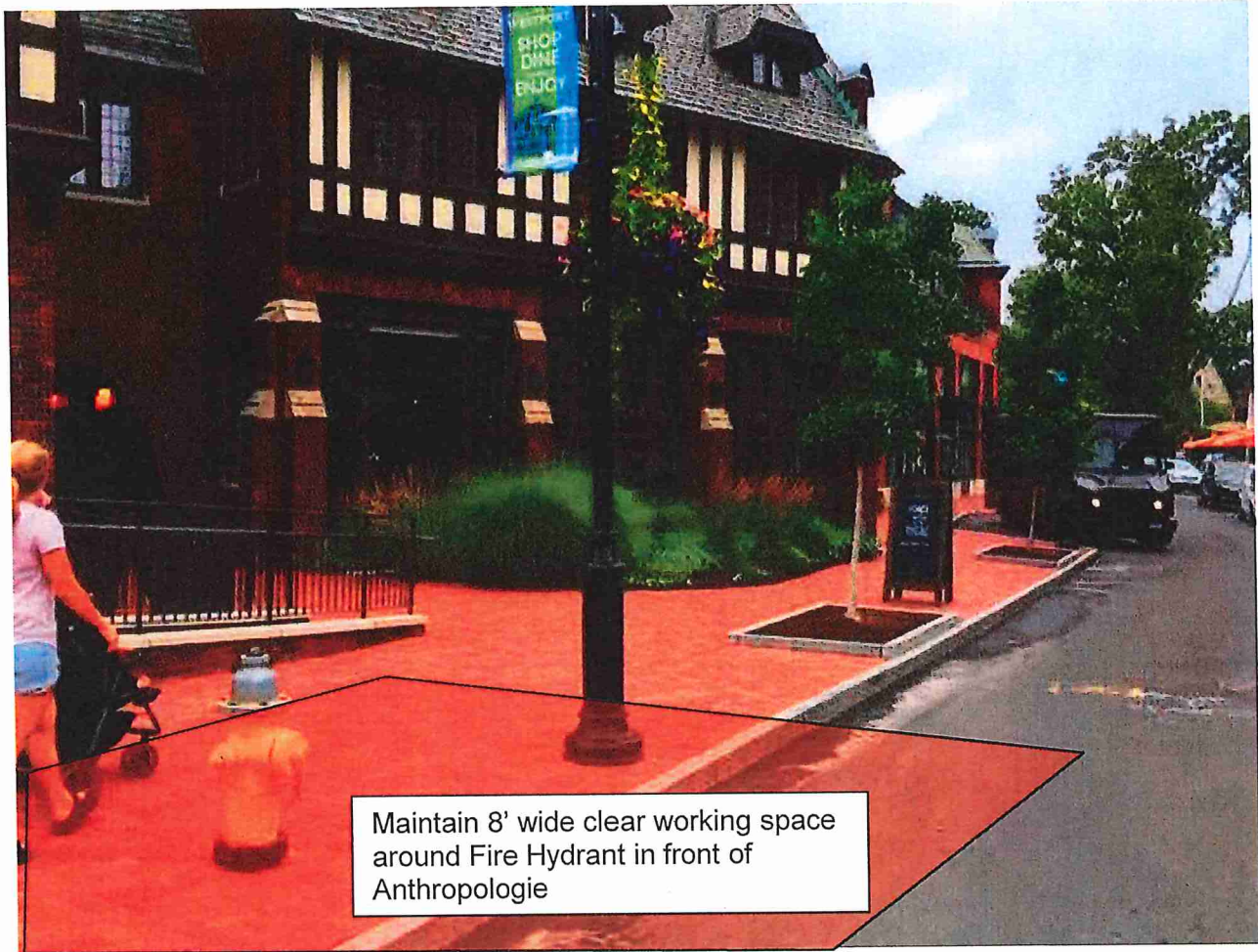


515 POST ROAD EAST, WESTPORT, CT 06880

Access to Church Lane Fire Hydrant

The fire hydrant in front of Anthropologie serves the entire Bedford Square complex and the occupancies across Church Lane through The Spotted Horse. Instant access to this hydrant is part of the process of supplying water to the Square's fire sprinkler system. An 8' box of clear space shall be maintained on all four sides of this hydrant, including the curb space and street in front of it.





Summary

This office has no objection to the temporary closure of Church Lane subject to:

- 1) Easily movable barriers at closure points
- 2) 20' minimum fire access road width throughout
- 3) 10' clear access to FD Connection with road space for fire engine
- 4) 8' clear access to fire hydrant with road space.

Please call if you have any questions

Fire Marshal

Hi Eileen - this is the formal request and recommendation from WDMA for the Church Lane block closure. We would appreciate being able to present the recommendation to the Board of Selectmen on July 22.

Recommendation: the block of Church Lane from Elm Street to Post Rd E be closed to parking and regular traffic initially for the calendar month of August. Trash, deliveries and emergencies will have access.

Purpose: to enable the restaurant businesses of Amis, Spotted Horse and Manna Toast to expand their outdoor dining into the pavement area of the street. A plan of how we anticipate the tables to occupy their additional space is attached. If other restaurants on the block choose to join the program, they will be welcomed and accommodated.

Barricades and Safety: WDMA plans to work with PD to place PD barricades at the Elm & Church end of the block to restrict regular traffic but is easy to move when trash trucks and delivery vehicles need to access. WDMA can place sandwich boards in front of the barricades with signage indicating there is access for trash and deliveries, but the road is closed to traffic for the expansion of dining businesses on the block.

At the Post Road end of Church Lane, WDMA will place its branded white cones across the width of the block to denote there is no traffic on the block.

This plan leaves a clear lane in the road for trash, deliveries and emergencies.

Participating Restaurants: Amis, Spotted Horse and Manna Toast. Each restaurant will be submitting permit applications to P&Z for outdoor dining expansion concurrently with this recommendation.

Overall Mission: to increase the outdoor dining capacity on Church Lane, bring more people to the block and encourage foot traffic into the retail stores. WDMA does not consider this initiative an "event" and is relying on individual restaurants to satisfy permit and insurance requirements directly with the Town of Westport. Additionally other retailers on this block are very interested in being able to bring merchandise tables or experiences outside their premises on the sidewalk, attracting patrons to their stores.

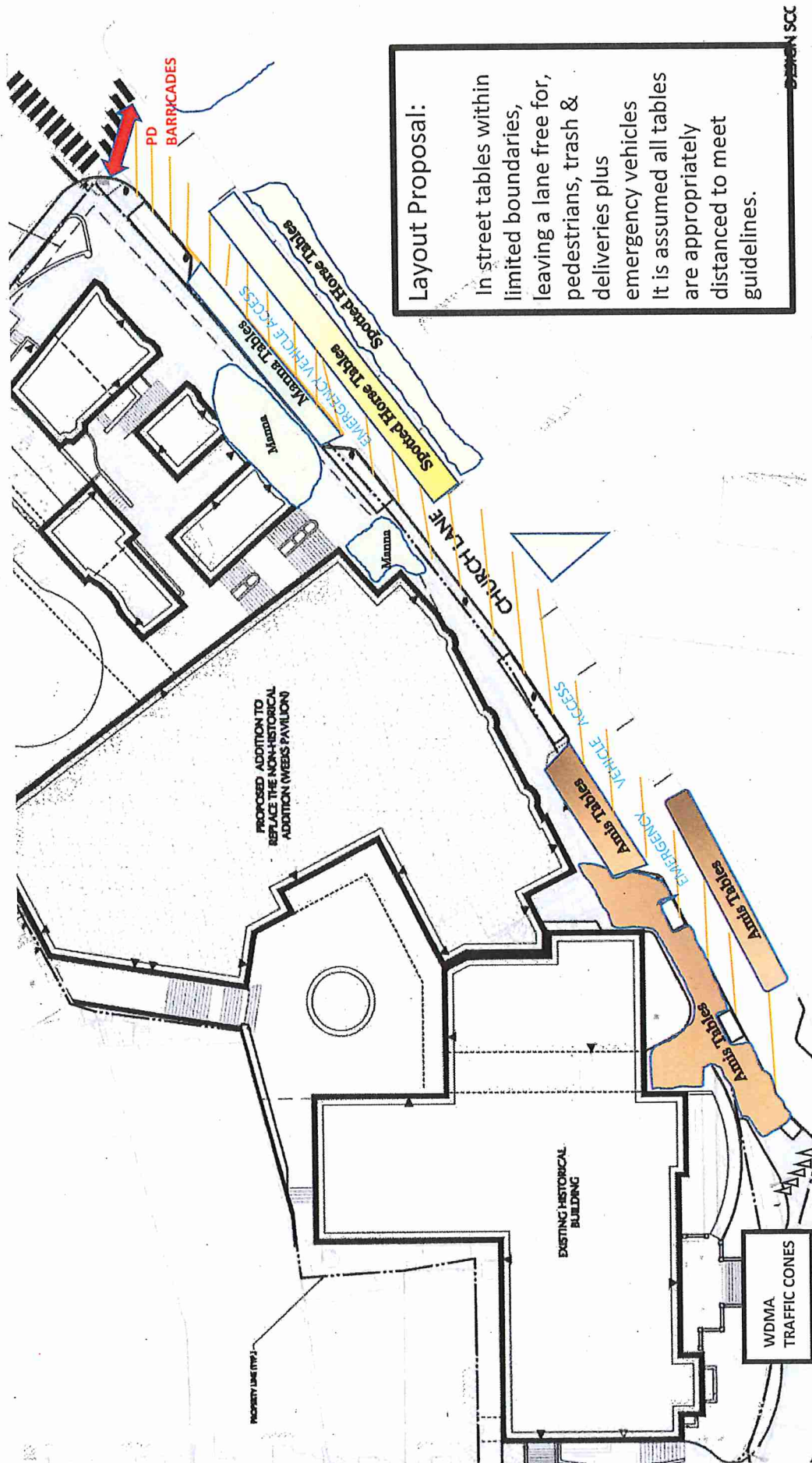
Future Enhancement: To further create the atmosphere of a fun and summery dining and shopping destination, WDMA is exploring adding string lights across the street, high up between Bedford Square and Patagonia building - at the height of the proposed cross street banner.

Respectfully submitted,

for the Westport Downtown Merchants Association

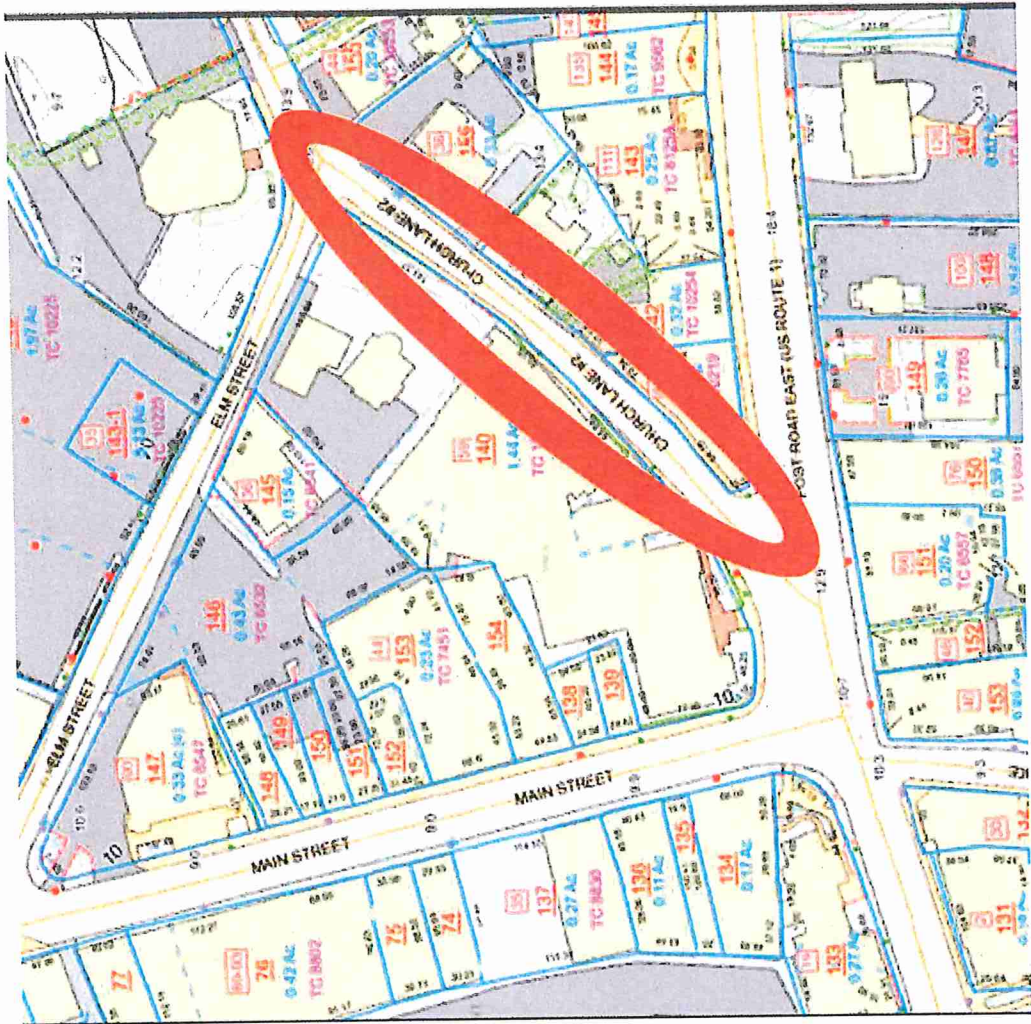
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Jacqui Bidgood
EVENTS DIRECTOR

56 Church Lane
Westport, CT 06880
o: [203.293.0099](tel:203.293.0099)
c: [612.419.9736](tel:612.419.9736)



Layout Proposal:

In street tables within limited boundaries, leaving a lane free for, pedestrians, trash & deliveries plus emergency vehicles It is assumed all tables are appropriately distanced to meet guidelines.



ITEM 4

4. To take such action as the meeting may determine to approve the Solar Power Services Agreement between the Town of Westport and Plainfield Solar 2, LLC as it relates to Virtual Net Metering Credits and Excess Credits available from the Provider's solar powered electric generating system.

SOLAR POWER SERVICES AGREEMENT

Dated as of

September __, 2020

between

THE TOWN OF WESTPORT, CONNECTICUT

and

PLAINFIELD SOLAR 2 LLC

SOLAR POWER SERVICES AGREEMENT

This Solar Power Services Agreement ("**Agreement**") is entered into as of September ____, 2020 (the "Effective Date"), by and between Plainfield Solar 2 LLC, a Connecticut limited liability company, together with any successors and permitted assigns ("Provider"), and Town of Westport, a Connecticut municipality, together with any successors and permitted assigns ("Purchaser", and, together with Provider, each, a "Party" and together, the "Parties").

WHEREAS, Provider is the lessee of the real property comprising the Premises (as described on Schedule 1 hereto), and desires to use a portion of such property for the construction, operation and maintenance of a solar powered electric generating system, and to sell the electric energy produced by the system to the Purchaser; and

WHEREAS, Allco Finance Limited ("Parent") intends to fully fund Provider's obligations hereunder to develop, design, construct, and install the solar powered electric generating system and to guarantee the obligations of Provider in accordance with the Parent Guaranty in the form of Exhibit A hereto.

WHEREAS, Purchaser desires to obtain Virtual Net Metering Credits and Excess Credits available from the output of the Provider's solar powered electric generating system; and

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" or "Affiliates" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means this Solar Power Services Agreement.

"Applicable Law" means, with respect to any Person, any local, state or Federal constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v)

filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (vi) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (vii) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Hartford, CT are required or authorized by Applicable Law to be closed for business.

"Capacity Benefits" means the amount of capacity that is attributable to the physical generating capacity of Provider's System which may (i) count toward the New England Independent System Operator's (NE-ISO) installed capacity market or the capacity market of any other independent system operator located in the United States or (ii) provide expense or cost reduction to the LEU from NE-ISO.

"Commercial Operation" and "Commercial Operation Date" have the meaning set forth in Section 3.3(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Default" shall mean either a Provider Default or a Purchaser Default.

"Dispute" has the meaning provided in Section 17.1.

"Effective Date" has the meaning set forth in the preamble.

"Environmental Attributes" excludes electric energy and capacity produced but includes, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products and shall specifically include any Zero Emission Renewable Energy Certificates or Low Emission Renewable Energy Certificates generated by the production of the System as well as any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy by a low emissions or zero emissions renewable energy facility as defined in the Energy Act, whether existing as of the Effective Date or in the future, and whether as a result of any present or future Applicable Law or national or international voluntary program, as well as any and all generation attributes under the Connecticut RPS regulations and under any Applicable Law or, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the System's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the NEPOOL GIS in connection with energy generated by the System; and (c) any voluntary emission reduction credits obtained or obtainable by Provider in connection with the generation of energy by the System. If during the Term, a change in laws or regulations occurs that creates value in Environmental Attributes, then at Provider's request, Purchaser shall cooperate with Provider to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Purchaser.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term as set forth on Schedule 2 hereto.

"Estimated Annual Production" has the meaning set forth in Section 5.3.

"Excess Metering Credit" shall mean the monetary value of the excess electricity generated by the Solar Electric Generating Equipment, and credited to the Purchaser by the Local Electric Utility for any period of time in any year after the Purchaser has reached the VNM Annual Credit Cap.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"Guaranteed Annual Output" means 80% of the Estimated Annual Production as confirmed by an independent engineer approved by the Financing Party, such amount to be subject to 0.5% annual degradation measured on a rolling, three-year basis beginning on the Commercial Operation Date.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Initial Term" has the meaning set forth in Section 2.1 for the time period specified in Schedule 7 hereto.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the benefit of the Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"Hazardous Material" means a substance or material that the Connecticut Department Energy and Environmental Protection, the United States Environmental Protection Agency, or the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous, toxic, dangerous, or otherwise poses a threat to human health or the environment under any state or federal Law.

"kWh Rate" means (a) for the Initial Term, the price per kWh set forth in Schedule 3 hereto and (b) for the Renewal Term, the rate as provided pursuant to Section 2.1 hereof.

"Lease" means the Land Lease Agreement, dated as of May 1, 2019, entered into between Provider and PLH, LLC.

"LEU Retail Rate" means the average applicable all-inclusive rate (expressed on a \$/kWh basis) charged by the Local Electric Utility in any contract year for electricity that is delivered to Purchaser's municipal accounts, and shall include, without limitation, all basic service or competitive supplier commodity charges, transmission, transition, distribution and other delivery charges, demand charges, customer charges, ancillary service charges, renewable energy, energy efficiency, taxes, and other fees and charges in place.

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Material Adverse Change" means any event, circumstance, fact, change, development, condition or effect that either individually or in the aggregate, has, had or could reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Purchaser or Provider (as applicable).

"Net Energy Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

"Net Energy Meter" has the meaning set forth in Section 4.2.

"Net Metered Production" means the amount of energy delivered to the Local Electric Utility generated by the System.

"Net Metering Rules" means, collectively, and as amended from time to time, the State of Connecticut General Statutes Section 16-244u as amended by Public Act No. 13-298, Sections 35 and Public Act 13-247 Section 119; General Statutes 16-1 and 16-243y; the Regulations of Connecticut State Agencies Sections 16-11-100 through 16-11-238; as well as any statutes or regulations relevant to virtual net metering that are later amended, enacted or adopted and further subject to the virtual net metering policies adopted by Public Utilities Regulatory Authority (PURA) in its Final Decision dated December 17, 2014 Docket No. 13-08-14RE01, PURA Development of the Administrative Processes and Program Specifications for Virtual Net Metering – VNM Methodology, and any Connecticut net metering regulations related thereto, orders issued by the PURA, and the associated net metering tariff of the Local Electric Utility.

"Party" or "Parties" has the meaning set forth in the preamble to this Agreement.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" means the premises described in Schedule 1 hereto. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 hereto.

"Production Shortfall" means the amount, expressed in kWh, by which the Net Metered Production generated by the System in any particular period is less than the Guaranteed Annual Output for that period.

"Provider" has the meaning set forth in the preamble to this Agreement.

"Provider Default" has the meaning set forth in Section 11.1(a).

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Renewal Term" has the meaning set forth in Section 2.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Agreement" has the meaning set forth in Section 8.2.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 hereto and all other solar or renewable energy subsidies and incentives.

"Solar Power Services Agreement" means this Solar Power Services Agreement (including the Schedules and Exhibits attached hereto).

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" or "Solar Electric Generating Equipment" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 hereto that generates electricity.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance with the requirements contained herein.

"Term" has the meaning set forth in Section 2.1.

"Virtual Net Metering Credit Rate" shall mean the monetary value of the electricity generated by the System in excess of on-site use, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Virtual Net Metering Service Agreement" shall mean that certain Virtual Net Metering Service Agreement between the Town of Westport and Connecticut Light & Power Company d/b/a Eversource Energy dated December 9, 2019, 20- attached hereto as Exhibit B.

"VNM Annual Credit Cap" shall mean \$\$270,909.00 or as otherwise set forth on the Virtual Net Metering Services Agreement.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operation Date specified in Schedule 7 hereto for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (the "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term, including the kWh Rate that would be applicable during the Renewal Term. Purchaser shall have ninety (90) days to agree to the continuation of the Agreement for the Renewal Term. Absent agreement

to the Renewal Term this Agreement shall expire on the Expiration Date. . The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term."

2.2 Early Termination By Provider. In the event that any of the following events or circumstances occur, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(a) Prior to the commencement of the Installation Work, there exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date, after undertaking commercially reasonable due diligence, that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) Prior to the commencement of the Installation Work, there is a change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to materially adversely affect the economics of the installation for Provider and its investors.

(c) Prior to the Commercial Operation Date, despite commercially reasonable efforts, Provider is unable to obtain financing for the System on terms and conditions reasonably satisfactory to it.

(d) Prior to the commencement of the Installation Work, despite commercially reasonable efforts, Provider is unable to secure planning permissions and other Governmental Approvals necessary to construct the System on the Premises.

(e) Prior to the Commercial Operation Date, there has been a Material Adverse Change in Purchaser's credit-worthiness.

(f) Prior to the Commercial Operation Date, Provider has been unable to obtain the necessary government land use permits and/or approvals for the System, including but not limited to any state, local or federal permits that may be required to operate the System on the Premises despite the commercially reasonable efforts of Provider to obtain such permits and approvals.

2.3. Early Termination by Purchaser. In the event that any of the following events or circumstances occur, Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(a) In the event that Provider has not submitted to the Local Electric Utility, within forty-five (45) days of the Effective Date, a complete interconnection application seeking authorization to interconnect the System to the Local Electric Utility System;

(b) In the event that Provider has not submitted applications for zoning and other local land use permits and approvals, within sixty (60) days after the Effective Date.

(c) In the event that Provider has not commenced construction of the System by June 30, 2018.

(d) In the event that the Commercial Operation Date shall not have occurred by December 31, 2018.

2.4 Non Appropriation. Subject to Section 8.2(b)(i), Purchaser's liability for payments hereunder is conditioned upon appropriations from the Representative Town Meeting. As provided in Section 8.2(b)(iii), the Purchaser agrees to use its best efforts to obtain appropriations necessary to make such payments. However, in the event the Representative Town Meeting ceases to provide funds for the continuation of payments, this Agreement shall terminate within thirty (30) days of written notice to Provider, without any further obligations of Purchaser and without penalty including any payment of liquidated damages as set forth in paragraph 11.2(b).

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 hereto and Applicable Law.

3.2 Approvals; Permits. Purchaser shall reasonably cooperate with Provider (without the expenditure of monies) in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility or any Governmental Authority.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser's representative to observe testing.

(b) Commercial Operation shall occur when the results of such testing indicate that the System is capable of generating electric energy for six (6) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense;

4.2 Metering. The Local Electric Utility will install and maintain a meter, referred to as the "Net Energy Meter", which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the Net Energy Meter.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase the Net Metered Production generated by the System during each relevant month of the Term, whether or not Purchaser is able to use any of such Net Metered Production.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 hereto. Purchaser

acknowledges and agrees that the Net Metered Production could exceed the Estimated Annual Production in any given year and Purchaser shall still be responsible for purchases above the Estimated Annual Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes, Capacity Benefits or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives, Capacity Benefits or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Purchaser and Provider agree that Purchaser shall be entitled to make the claims and statements in the form of, and substantially similar to, those set forth in **Schedule 8** ("**Purchaser Public Statements**"). If Purchaser seeks to make a claim or statement that is materially different from the Purchaser Public Statements, Purchaser shall submit to Provider for approval any press releases regarding Purchaser's use of solar or renewable energy from the System and shall not submit for publication any such releases without the prior written approval of Provider, which shall not be unreasonably withheld or delayed. Without limiting Provider's other rights hereunder, in the event that Purchaser breaches its obligations under this Section 5.3 and has been notified by Provider of such breach and afforded a reasonable opportunity to cure such breach (not to exceed 30 days) and, as a result thereof, the value of the Environmental Attributes generated by the System is reduced, as a direct and proximate result of Purchaser's statement, Purchaser shall pay to Provider the value of such reduction.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Energy Metering. The Parties will work cooperatively and in good faith to meet all Net Energy Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Virtual Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the Net Metered Production during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the relevant month multiplied by (y) the kWh Rate for such month.

6.2 Purchaser Shortfall Credit/Payment. (a) Subject to Section 10.1, if the Guaranteed Annual Output is not met in any rolling, three-year period after the Commercial Operation Date, then Provider shall, credit to Purchaser on future Payments (see Section 6.1), 20% of an amount equal to the product of the (i) Production Shortfall multiplied by (ii) the average Virtual Net Metering Credit Rate for said period (the "Shortfall Credit").

It is the intention of the parties that in the event the Guaranteed Annual Output is not met in any rolling three year period, that the Provider shall credit or pay to the Purchaser an amount sufficient to make the Purchaser whole and, to that end, if the Production Shortfall would not have been eligible for Net Energy Metering, no credit shall be given under this Section 6.2.

(b) If any Shortfall Credit shall remain at the end of the Term, such Shortfall Credit shall be payable in cash within 30 days of the end of the Term.

(c) Notwithstanding the foregoing, within six (6) months prior to the end of the Term, the parties shall in good faith determine whether the size of the Shortfall Credit at the time requires an accelerated payment mechanism in advance of the end of the Term based on such factors as the size of the Shortfall Credit, current rates and remaining expected production.

6.3 Invoice. Purchaser shall provide Provider with access to its online statements from the Local Electric Utility in Purchaser's capacity as Customer-Generator of the System. Within 5 days of the online posting of such statements by the Local Electric Utility, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement."

6.4 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in Schedule 6 hereto.

6.5 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due and not disputed shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.6 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.6 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.7 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment to correct an inaccuracy of the Net Energy Meter, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Virtual Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System or the electrical production of the System.

(b) System Condition. Provider shall operate, maintain and repair the System in a good and workmanlike manner and shall take all actions reasonably necessary to ensure that the System is capable of generating the Guaranteed Annual Output and operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to

be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.

(e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations and shall comply with all Applicable Laws pertaining to environmental protection and the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall obtain and maintain appropriate general liability, property and worker's compensation insurance as required by law.

(f) Compliance with Applicable Law. Purchaser and Provider shall comply with all Applicable Laws that apply to them in connection with their performance under the Agreement and the transactions contemplated hereby, including, without limitation, the Net Metering Rules, during the Initial Term and any subsequent term.

(g) Property Rights. Provider shall ensure that the Lease is maintained in good standing for the Initial Term and any Extended Term and that Provider, or its Assigns, shall have the right to install, maintain and access the System and otherwise fulfill its obligations under this Agreement during the Initial Term and any Extended Term.

7.2 Purchaser's Covenants. Purchaser covenants and agrees to the following:

(a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably requested by Provider for the purposes of the Parties fulfilling their mutual obligations under this Agreement.

(b) Customer-Generator. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the beneficiary of Virtual Net Metering Credits from the System for purposes of the Local Electric Utility.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

(d) Virtual Net Metering Services Agreement. Purchaser shall comply with its obligations under, and shall maintain in full force and effect, the Virtual Net Metering Service Agreement. Purchaser shall not amend, supplement or otherwise modify or vary the terms of, or sell, assign or otherwise dispose of any part of its interest in, the Virtual Net Metering Service Agreement without the prior written consent of Provider and Provider's Financing Party.

8. REPRESENTATIONS, WARRANTIES & ACKNOWLEDGEMENTS.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party 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;

(e) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) to the best of its knowledge, its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations, Warranties and Acknowledgements of Purchaser.

(a) Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants to Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

(b). Purchaser acknowledges the essential nature of the services being provided under this Agreement and in connection therewith, represents, warrants and covenants that:

(i) that existing appropriations exist with respect to all payments required hereunder during Purchaser's current fiscal year.

(ii) it has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law in order to enter into this Agreement; and

(iii) in the event any payment hereunder (including any Estimated Remaining Payments) is or becomes subject to any necessary appropriation, Purchaser shall use its best efforts to appropriate the funds necessary to satisfy such obligations.

8.3 Representations and Warranties and Acknowledgements of Provider. Provider represents and warrants that it has, or the lessor of the Premises has, caused a Phase I Environmental Site Assessment pursuant to ASTM E1527, and a Phase II Environmental Site Assessment pursuant to ASTM E1903, if recommended by the Phase I, to be undertaken by a consultant licensed to practice in the State of Connecticut, which assessments have concluded that the Premises does not contain and there has not been a release, seepage, emission, migration, or spill or a Hazardous Material that requires clean-up or remediation pursuant to Applicable Law and that the Premises is not an "establishment" under the Connecticut Transfer Act, Sections 22a-134 through 22a-134e of the Connecticut General Statutes (CGS), as amended by Public Acts 09-235 and 09-3.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); A Force Majeure Event shall not be based on the economic hardship of either Party, a change in law or the action or inaction by a Governmental Authority.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (d) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that neither Purchaser nor Provider shall be excused from making any payments and/or Shortfall Credits or paying any unpaid amounts due in respect of Virtual Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected either Party's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then the Party not claiming the Force Majeure shall be entitled to terminate the Agreement upon sixty (60) days' prior written notice to the other Party. If at the end of such sixty (60) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay or credit Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.
- (iv) Subject to Section 10.1, if 75% of the Guaranteed Annual Output is not met in any rolling, three-year period after the Commercial Operation Date, provided that Provider and/or the Financing Party shall have the right to cure by paying Purchaser the Shortfall Credit determined in paragraph 6.2 hereof within 30 days of the applicable measurement date.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement immediately and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, Purchaser shall pay the Estimated Remaining Payments as liquidated damages and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Provider shall use reasonable efforts to mitigate its damages.

The Parties agree that it would be extremely difficult to determine precisely the amount of actual damages that would be suffered by Provider due to the termination of this Agreement due to a Purchaser Default, but that liquidated damages set forth in this Section 11.2(b) (the "Liquidated Damages") are a fair and

reasonable determination of the amount of actual damages that would be suffered by Provider for the applicable deficiency, and that these Liquidated Damages and other amounts do not constitute a penalty. Purchaser hereby expressly waives any defense or right to contest the validity of these Liquidated Damages on the grounds that they are void as penalties or are not reasonably related to actual damages

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to indemnity obligations hereunder in respect of personal injury.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (a) assign this Agreement to an Affiliate provided such assignment occurs no later than 90 days after the Commercial Operation Date, and that Affiliate has the financial wherewithal and ability to perform Provider's obligations at least equal to Provider; (b) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 hereto, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit C hereto. In the event that Provider identifies the Financing Party as Huntington National Bank, then Purchaser agrees to execute the Consent and Agreement attached as Exhibit D. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 hereto, or in a subsequent notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party, as agreed in this Agreement, in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2. Further, Purchaser shall, upon the request of Provider or any Financing Party, provide a signed acknowledgement and confirmation for the benefit of the Financing Party, substantially in the form as Provider or the Financing Party may reasonably request, which acknowledgment and confirmation shall certify, to the extent true and correct, that to the best of Purchaser's knowledge, (1) this Agreement is in full force and effect, (2) no modifications have been made, (3) no disputes or defaults exist, (4) no events have occurred that would,

with the giving of notice or the passage of time, constitute a default under this Agreement, (5) all amounts then due and owing have been paid, and (6) the Commercial Operation Date has occurred.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's and Financing Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that Provider and Financing Party each reserve the right in its sole discretion to reject the assignment of this Agreement by the Purchaser to any party that does not have a credit rating equal to or better than the Purchaser. Any assignment by Purchaser without the prior written consent of Provider and Financing Party shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 hereto, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be emailed to: GCONRAD@westportct.gov.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides information that is expressly identified as confidential information, such as business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the System, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Further either party may disclose such Confidential Information as required by law, including, but not limited to, the Freedom of Information Act. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Except for the Purchase Public Statements, the Parties shall use reasonable efforts to coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review any publicity materials or press releases by the other Party that refer to, or that describe any aspect of, the Agreement. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

Notwithstanding the foregoing, Provider acknowledges that Purchaser is a public agency. Approval of this Agreement and statements regarding all aspects of this Agreement will be expressed in a public forum and subject to public comment.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Indemnity. Subject to Section 12, to the extent permitted by Applicable Law, Provider agrees that it shall indemnify, defend and hold harmless the Purchaser, its permitted successors and assigns and its directors, officers, members, shareholders and employees) from and against any and all Losses incurred by the Purchaser to the extent arising from or out of or related to the following: (a) any material breach of this Agreement by Provider; (b) violation of Applicable Law by the Provider, including without limitation actions or omissions of the Provider in conflict with applicable regulations governing the Interconnection Obligations or the Connecticut VNM Regulations; (c) the negligence, recklessness, willful misconduct, or fraud of the Provider; (d) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the Provider's negligence or willful misconduct or (e) any infringement of patents or the improper use of other proprietary rights by the Provider or its employees or representatives. Provider, however, Provider will not be required to reimburse or indemnify the Purchaser for any Loss to the extent such Loss is due to Purchaser's negligence or willful misconduct.

16.2 Purchaser shall inform the Provider of any claim for which it intends to invoke indemnification and, at Provider's request and reasonable expense, reasonably cooperate with Provider in defending such claim. The Provider shall assume, at its cost and expense, the defense of such claim through its legal counsel selected and reasonably acceptable to the Purchaser, except that the Purchaser may at its option and expense select and be represented by separate counsel. Provider shall have control over the suit or proceedings, including the right to settle; provided, however, the Provider will not, absent the written consent of the Purchaser, consent to the entry of any judgment or enter into any settlement that (1) provides for any relief other than the payment of monetary damages for which the Provider shall be solely liable and (2) does not release the Purchaser, from all liability in respect thereof. In no event shall the Purchaser be liable for any claims that are compromised or settled in violation of this Section.

17. DISPUTE RESOLUTION.

17.1 Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

17.2 Mediation. If, after such negotiation in accordance with Section 17.1, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to pursue its legal remedies in the appropriate forum. If a mediation takes place, the mediator's fee and expenses shall be paid equally by each Party.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

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

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 16 (Indemnity), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without reference to any choice of law principles. The Parties agree that the State and Federal courts in Connecticut shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

"PURCHASER": TOWN OF WESTPORT

By:

By: _____

Name: _____

Title: _____

Date: _____

"PROVIDER": PLAINFIELD SOLAR 2 LLC, a Connecticut limited liability company

By: _____

Name: Christopher Little

Title: Vice President

Date: _____

EXHIBIT A
COMMERCIAL GUARANTY

Provider: Plainfield Solar 2 LLC
c/o Ecos Energy LLC
222 S. 9th St, Suite 1600
Minneapolis, MN 55402

Purchaser: The Town of Westport, Connecticut
110 Myrtle Avenue
Westport, CT 06880

Guarantor: Allco Finance Limited
601 S Ocean Blvd
Delray Beach, FL 33483

GUARANTEE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of all amounts due (the "Indebtedness") from Provider to Purchaser under that certain Solar Power Services Agreement Between Provider and Purchaser dated as of September __, 2020 (the "Agreement"), and the performance and discharge of all of Provider's obligations thereunder. This is a guaranty of payment and performance and not of collection, so Purchaser can enforce this Guaranty against Guarantor even when Purchaser has not exhausted Purchaser's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Purchaser on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Provider's obligations under the Agreement.

Guarantor acknowledges receipt of good and valuable consideration for the making of this Guaranty.

Under this Guaranty, Guarantor's obligations are continuing and shall not be affected by the bankruptcy or other insolvency of the Provider or by a modification, termination or expiration of the Agreement.

AMENDMENTS. This Guaranty, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

GOVERNING LAW. This Guaranty will be governed by federal law applicable to Purchaser and, to the extent not preempted by federal law, the laws of the State of Connecticut without regard to its conflicts of law provisions.

NOTICES. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty.

SEVERABILITY. If any term, provision or condition of this Guaranty shall be invalid, illegal or unenforceable in any respect, the remainder of this Guaranty shall be construed without the same and the application of such term, provision or condition to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, as the case may be, shall not be affected thereby, and each term, provision and condition of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

GUARANTOR:

ALLCO FINANCE LIMITED

By: /s/ _____

Thomas Melone

EXHIBIT B

VIRTUAL NET METERING SERVICE AGREEMENT

Exhibit C
of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of the Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. If Provider defaults in the performance of any of its obligations under the Agreement, or upon the occurrence or non-occurrence of any event or condition under the Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, constitute a Provider Default or enable Purchaser to terminate or suspend its performance under the Agreement (a "Default or Termination Event"), Purchaser will not terminate or suspend its performance under the Agreement until it first gives written notice of such Default or Termination Event to Financing Party and affords Financing Party the right to cure such Default or Termination Event within the applicable cure period concurrent with that afforded Provider under the Agreement ("Cure Period").

ii. In addition, if Financing Party gives Purchaser written notice prior to the expiration of the Cure Period of Financing Party's intention to cure such Default or Termination Event (which notice shall include a reasonable description of the time during which it anticipates to cure such Default or Termination Event) and is diligently proceeding to cure such Default or Termination Event, notwithstanding the applicable Cure Period, Financing Party shall have a period of sixty (60) days (or, if such Default or Termination Event is for failure by the Provider to pay an amount to Purchaser which is due and payable under the Agreement, thirty (30) days) from the expiration of the applicable Cure Period to cure such Default or Termination Event, provided, however, that (a) if possession of the Project is necessary to cure any such non-monetary Default or Termination Event and Financing Party has commenced foreclosure proceedings within sixty (60) days after notice of such Default or Termination Event and is diligently pursuing such foreclosure proceedings, Financing Party will be allowed a reasonable time, not to exceed one hundred eighty (180) days, to complete such proceedings and cure such Default or Termination Event, and (b) if Financing Party is prohibited from curing any such Default or Termination Event by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Provider, then the Cure Period specified herein shall be extended for the period of such prohibition, so long as Financing Party is diligently pursuing removal of such process, stay or injunction. Financing Party shall provide Purchaser with reports concerning the status of efforts to cure a Default or Termination Event upon Purchaser's reasonable request.

EXHIBIT D
FORM OF CONSENT AND AGREEMENT

CONSENT TO COLLATERAL ASSIGNMENT

This Consent to Collateral Assignment (the "Consent") is by and among the Town of Westport, Connecticut ("Purchaser"), a Connecticut municipality, Plainfield Solar 2 LLC, a Connecticut limited liability company ("Provider"), and The Huntington National Bank, a national banking association as collateral agent for the benefit of AFL-HBAN Solar Trust ("Lessor") under the Sale Leaseback Financing (as herein after defined) (in such capacity, "Financing Party").

RECITALS

A. Purchaser and Provider have entered into (i) that certain Solar Power Services Agreement, dated as of _____, 201__ with respect to the photovoltaic generating system ("System") (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. Financing Party, Lessor and Provider will enter into a sale leaseback financing transaction (the "Sale Leaseback Financing") with respect to the System under which title to the System will pass from Provider to Lessor.

C. In connection with the Sale Leaseback Financing, (i) Provider will grant to Financing Party a security interest in Provider's right, title and interest in, to and under the Agreement, including without limitation the payments due by Purchaser thereunder from time to time, all rights of Provider to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to or for breach of or default under the Agreement, claims of the Provider for damages arising out of or for breach of or default under the Agreement, and the right of the Provider to terminate the Agreement, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, pursuant to one or more a security agreements to be entered into by and between Provider and Financing Party (the "Collateral Assignments"), and (ii) the direct parent of Provider may pledge to the Financing Party the membership interests of Provider pursuant to one or more a pledge agreements to be entered into by and between the direct parent of Provider and Financing Party (together with the Collateral Assignment, the "Pledge").

Agreement

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree, notwithstanding anything in the Agreement to the contrary, as follows:

1. Provider hereby notifies Purchaser of the Sale Leaseback Financing and the Pledge, and designates Financing Party as a "Financing Party" as such term is defined in each Agreement.
2. Purchaser hereby consents to and acknowledges the security interests granted or to be granted by the Sale Leaseback Financing and the Pledge, and acknowledges and agrees that Financing Party is entitled to the benefits provided with respect to a "Financing Party" as such term is defined in the Agreement, including without limitation the provisions of Article 13 and Exhibit A of the Agreement.
3. Without limiting the provisions of Article 13 and Exhibit A of each Agreement, Purchaser agrees that it will not, without the prior written consent of Financing Party (a) enter into any material supplement, restatement, novation, extension, amendment or modification of the Agreement or (b)

consent to or accept any termination or cancellation of any of the Agreement by Provider except that the Financing Party's consent shall not be required in the event of a termination under Section 2.4 of the Agreement..

4. Notices to Financing Party shall be delivered to the following address, as the same may be updated from time to time by written notice to Purchaser.

Huntington Equipment Finance Purchaser Service
The Huntington National Bank
Equipment Finance Division
Huntington Center
525 Vine Street, 14th Floor CN200C
Cincinnati, OH 45202
HBEF.Service@huntington.com
(866)329-7286

5. Purchaser represents, warrants and acknowledges to and for the benefit of Financing Party and Provider that as of the date hereof (i) the Agreement is in full force and effect, (ii) there exists no event or condition which constitutes a Default under the Agreement or gives rise to a right to terminate the Agreement, or that would, with the giving of notice or lapse of time, or both, constitute a Default under the Agreement or give rise to a right to terminate the Agreement, (iii) the Agreement has not been amended, modified or supplemented in any manner except as set forth herein, and (iv) except for the Collateral Assignment, Purchaser has no notice of any assignment relative to any right, title and interest of Provider in, to and under the Agreement.
6. Promptly upon the request of Financing Party or Provider, and in any case within five (5) Business Days of such request, Purchaser covenants and agrees to provide a bring-down of the representations, warranties and acknowledgments set forth in Section 5 hereof in the form attached hereto as Exhibit A, to the extent such representations, warranties and acknowledgments remain true and correct as of such date.
7. Until Purchaser shall have received written notice from Financing Party that the Pledge has been discharged pursuant to the terms thereof, the Purchaser hereby acknowledges that Financing Party has the right to further redirect all payments and amounts the Purchaser is obligated to pay under the Agreement as Financing Party may direct in writing (each such direction, a "Redirect Notice"). Provider hereby irrevocably instructs Purchaser, and Purchaser hereby agrees, to make all payments and transfer all amounts Purchaser is obligated to pay or transfer under the Agreement on and after the effective date of a Redirect Notice to the account or address specified and in accordance with the directions set forth in the Redirect Notice from Financing Party.
8. Until Purchaser shall have received written notice from Financing Party that the Pledge has been discharged pursuant to the terms thereof, following the termination of the Agreement, Purchaser agrees that notwithstanding Section 11.2(b)(iii) of such terminated Agreement, none of Provider, Financing Party or the respective assignees or designees of the foregoing shall be required to enter into any contract with any New User that fails to satisfy Financing Party's internal requirements with respect to "know-your-customer" rules, anti-money laundering and other then-applicable legal

and regulatory compliance policies and procedures, and its then-applicable credit policies, in each case as consistently applied by Financing Party.

9. Purchaser acknowledges and agrees that it has elected not to terminate the Agreement pursuant to Section 2.3 of the Agreement, and hereby waives any such termination rights.
10. Without limiting the Financing Party's rights under Article 13 and Exhibit C of the Agreement, Financing Party shall have the right but not the obligation to cure any Default or Termination Event (as defined in Exhibit C to the Agreement) resulting from any rejection, revocation, or termination of the guaranty delivered by Allco Finance Limited in connection with the Agreement, by providing substitute credit support in the form of either (i) a guaranty from an Investment Grade Person, or (ii) a letter of credit from a U.S. commercial bank (or the U.S. branch of a foreign commercial bank) that maintains a credit rating of at least "A-" by Standard & Poor's Rating Services or its successor ("Standard and Poor's"), or "A3" by Moody's Investors Service, Inc. or its successor ("Moody's"), in each case in an amount equal to the difference between the Purchaser's cost to cover and the contact price over the then-remaining term of the Agreement (as reasonably determined by Purchaser and Financing Party in accordance with Section 2-712(2) of the Connecticut Uniform Commercial Code). "Investment Grade" shall mean in the case of a Person, that such Person's long-term senior, unsecured, unsubordinated debt obligations (not supported by third party credit enhancements) are rated (i) "Baa3" or higher by Moody's, or (ii) "BBB-" or higher by Standard and Poor's.
11. Each of Purchaser and Provider represents and warrants for the benefit of each other party to this Consent that (i) it is duly organized and validly existing under the laws of the state of its organization, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which the nature of its business requires it to be so qualified, (ii) it has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby, and (iii) the execution, delivery and performance of this Consent by such party have been duly authorized by all necessary corporate or other action on the part of such party.
12. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party hereto claimed to have so waived or excused.
13. There are no third party beneficiaries to this Consent.
14. The invalidity or unenforceability of any provision of this Consent shall not affect the validity or enforceability of any other provision of this Consent, which shall remain in full force and effect.
15. This Consent may be executed in one or more counterparts, each of which will be deemed to be an original of this Consent and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Consent and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Consent as to the parties and may be used in lieu of the original Consent for all purposes.
16. This Consent may be modified, amended or rescinded only by an instrument in writing signed by all parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of that date and year first written above.

TOWN OF WESTPORT:

By: _____

Name: _____

Title: _____

Date: _____

PLAINFIELD SOLAR 2 LLC:

By: _____

Name: _____

Title: _____

Date: _____

THE HUNTINGTON NATIONAL BANK,

as Collateral Agent

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Form of Bring-Down Certificate

[INSERT DATE]

Huntington Equipment Finance Purchaser Service
The Huntington National Bank
Equipment Finance Division
Huntington Center
525 Vine Street, 14th Floor CN200C
Cincinnati, OH 45202
HBEF.Service@huntington.com
(866)329-7286

RE: Bring-Down of Representations and Warranties – Plainfield Solar 2
Project

Ladies and Gentlemen:

Reference is made to (i) that certain Solar Power Services Agreement, dated as of _____, 202__ with respect to the photovoltaic generating system connected to meter number 0812 13771, (the “Agreement”), and (ii) that certain Consent to Collateral Assignment (the “Consent”) by and among the Town of Westport, Connecticut (“Purchaser”), a Connecticut municipality, Plainfield Solar 2 LLC (“Provider”), and The Huntington National Bank, a national banking association as collateral agent for the benefit of AFL-HBAN Solar Trust (“Financing Party”). Capitalized terms used but not defined herein shall have the meanings assigned in the Consent.

Pursuant to Section 6 of the Consent, Purchaser represents, warrants and acknowledges to and for the benefit of Financing Party and Provider that as of the date hereof (i) the Agreement and the Consent are in full force and effect, (ii) there exists no event or condition which constitutes a Default under the Agreement or gives rise to a right to terminate the Agreement, or that would, with the giving of notice or lapse of time, or both, constitute a Default under the Agreement or give rise to a right to terminate the Agreement, (iii) the Agreement has not been amended, modified or supplemented in any manner except as set forth herein, (iv) except for the Collateral Assignment, Buyer has no notice of any assignment relative to any right, title and interest of Seller in, to and under the Agreement, and (v) the Commercial Operation Date occurred on July 1, 2020.

TOWN OF WESTPORT:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises: 79 Plainfield Pike, Plainfield, CT

Anticipated Subsidy **Rebate** or Zero Emission Renewable Energy Certificates

Solar System Size: 999 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System)

Scope: Design and supply grid-interconnected, ground mounted solar electric (PV) system.

Module: Trina 330W

Inverter: ABB 166.6 kW

Description of Premises:

That certain parcel of land situated on the southerly side of Connecticut Route 14A and the easterly side of the Connecticut Interstate 395 in the Town of Plainfield, County of Windham, and State of Connecticut known as Lot 37, Map 17/Block 36 as shown on a map entitled "Perimeter Survey Prepared For" Sheppard/Steuer Trust Plainfield Pike – Route 14A Plainfield, Connecticut Drawing Scale: 1" = 100' Date: May 2015" which plan is recorded in the Plainfield Town Land Records.

II. Schedule 2 – Estimated Remaining Payments.

Plainfield Solar 2 Project (Westport)	
Estimated Remaining Payments	
Termination Occurs at the end of Year:	Early Termination Fee
1	\$2,915,780.61
2	\$2,762,945.13

3	\$2,610,873.82
4	\$2,459,562.88
5	\$2,309,008.49
6	\$2,159,206.87
7	\$2,010,154.26
8	\$1,861,846.91
9	\$1,714,281.10
10	\$1,567,453.11
11	\$1,421,359.27
12	\$1,275,995.90
13	\$1,131,359.34
14	\$987,445.97
15	\$844,252.16
16	\$701,774.32
17	\$560,008.87
18	\$418,952.25
19	\$278,600.92
20	\$138,951.33

III. Schedule 3 –kWh Rate

For each year of the system term as listed on Schedule 4, the kWh Rate with respect to the Systems under the Agreement for such year shall be **\$0.09 per kWh** for the Net Metered Production for such year up to the Estimated Production in kWhs for such year as listed on Schedule 4. For any Net Metered Production for such year that exceeds the Estimated Production in kWhs for such year, as listed on Schedule 4, the kWh Rate shall be the Excess Net Metering Credit for the electricity produced during such time.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	1,698,172	11	1,615,149
2	1,689,681	12	1,607,073
3	1,681,233	13	1,599,037
4	1,672,827	14	1,591,042
5	1,664,462	15	1,583,087
6	1,656,140	16	1,575,172
7	1,647,859	17	1,567,296
8	1,639,620	18	1,559,459
9	1,631,422	19	1,551,662
10	1,623,265	20	1,543,904

The values set forth in the table above are estimates, of approximately how many MWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. Schedule 5 – Notice Information

Purchaser:
First Selectman
Town of Westport
110 Myrtle Avenue

Provider:
Plainfield Solar 2 LLC
% Thomas Melone
601 S Ocean Blvd
Delray Beach, FL 33483

Westport, CT 06880

With a copy to

Town Attorney.
Town of Westport
110 Myrtle Avenue
Westport CT, 06880

Phone: (212) 681-1120

E-mail: Thomas.Melone@allcous.com

With a copy to

Ecos Energy LLC
% Chris Little
222 S 9th St, Suite 1600
Minneapolis, MN 55402
Phone: (651) 268-2053
E-mail: chris.little@ecosrenewable.com

Financing Party:

The Huntington National Bank
Equipment Finance Division
Huntington Center
525 Vine Street, 14th Floor CN200C
Cincinnati, OH 45202
HBEF.Service@huntington.com
(866)329-7286

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

VIII. Schedule 8 – Purchaser Public Statements

- The Town of Westport is committed to its goal of NetZero 2050 which includes supporting the installation of a solar power installation that provides approximate 1500Mwh of energy to benefit the Town each year.
- Westport is supporting the addition of approximately 1500Mwh of clean energy to the grid, which is the equivalent of [#%] of the Town's annual electricity needs, powering facilities such as the fire and police departments, the sewer facilities plant, (BA-3 and BA-4) and Town Hall
- The environmental benefit of the project, which are in the form of Renewable Energy Certificates and represent the avoided carbon emissions are being sold to Eversource Energy
- Through this project the Town of Westport is also helping the State achieve our collective carbon reduction goal.

ITEM 5

5. To take such action as the meeting may determine, upon the request of the IT Director, to approve the Statement of Work for the Microsoft active domain controller upgrade project between the Town of Westport and JKS Systems, LLC.