



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Meeting Regular Meeting

February 15, 2024 - 7:00PM

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

To join by Zoom, please click the link below to join the Webinar:


<https://us02web.zoom.us/j/84817887218?pwd=QVV1bzU2NmgyVHd5VzlvMWhGZGwxUT09>

*All items on this agenda are subject to possible action.*

1. Call to Order
2. Pledge of Allegiance
3. Correspondence **PAGE 3**
4. Citizen's Comments
5. Additions or changes to the Agenda
6. Consent Agenda
  - a. Approve Minutes from Special Meeting January 31, 2024 **PAGE 4 - 5**
  - b. Approve Minutes from Special Meeting February 1, 2024 **PAGE 6**
  - c. Approve Minutes from Regular Meeting February 1, 2024 **PAGE 7 - 10**
  - d. Authorize Tax Refunds **PAGE 11**
  - e. Authorize the First Selectman to sign a corrected Memorandum of Agreement between the Town of Colchester and Municipal Employees Union "Independent" MEUI Local 506, SEIU, AFL-CIO, CLC regarding the position of Senior Center Director **PAGE 12**
  - f. Authorize the First Selectman to sign the annual Stryker maintenance agreement for Colchester Fire & EMS **PAGE 13 - 16**
  - g. Acknowledge Planning Director's statement of compliance for Planning & Zoning Commission and Zoning Board of Appeals member training in accordance with CT General Statutes Sec. 8-4c **PAGE 17 - 18**
7. Sewer and Water Commission Interviews **PAGE 19 - 25**
8. Discuss and act on appointments to the Sewer & Water Commission
9. Discuss and act on Colchester Senior Center logo contest **PAGE 26 - 73**
10. Discuss and act on authorizing the First Selectman to sign a contract with Integrated Control Systems for the controller replacement at Elmwood Station and polling master at plant for \$24,884 **PAGE 74 - 75**

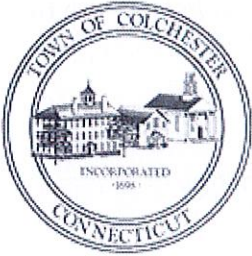
11. Discuss and act on authorizing the First Selectman to sign the application for the High-Risk Rural Roads Speed Enforcement grant **PAGE 76 - 98**
  12. Discuss and act on authorizing the First Selectman to sign a Memorandum of Agreement between the Town of Colchester and Municipal Employees Union "Independent" MEUI Local 506, SEIU, AFL-CIO, CLC regarding early implementation of the Vacation time article as negotiated for the Collective Bargaining Agreement currently effective July 1, 2024 **PAGE 99 - 100**
  13. Discuss and act on authorizing the Bushwood Group LLC to operate the RecPlex Concession stand for the 2024 season **PAGE 101 - 109**
  14. Discuss and act on authorizing the First Selectman to submit CT DECD OBRD Municipal Grant Program Round 19 application in the amount of \$1,125,700 in support of environmental remediation of the former Norton Paper Mill located at 139 Westchester Road **PAGE 110 - 116**
  15. Silver Brook Solar Presentation **PAGE 117 - 172**
  16. Discuss and act on authorizing the First Selectman to sign an updated letter of intent and lease agreement with Silver Brook Solar regarding property at 89 Amston Road
  17. Liaison Reports
  18. First Selectman's Report
  19. Citizen's Comments
  20. Adjournment
- Respectfully submitted,  
Bernie Dennler  
First Selectman

## Memorandum

To: Bernie Dennler, First Selectman  
From: John Chaponis, Assessor   
CC: Michelle Marceau, Deputy Finance Director  
Maggie Cosgrove  
Scott Chapman, Chairman Board of Finance  
Date: January 31, 2024  
Re: 2023 Grand List Totals

Below are the totals for the October 1, 2023 Grand List. The new Grand List reflects a 2.2% increase from the 2022 Grand List. The additional 35.5 million in assessment would equate to an additional \$970,000 in tax dollars based on last year's mill rate.

	<u>2022 Grand List</u>	<u>2023 Grand List</u>
Real Property:	1,314,051,800	1,329,537,500
Motor Vehicle:	182,982,000	175,744,400
Personal Property:	<u>74,928,100</u>	<u>102,165,500</u>
Net Grand List:	1,571,961,900	1,607,447,400
Prorates:	1,500,000	1,500,000
Motor Vehicle Supplement:	<u>19,500,000</u>	<u>19,500,000</u>
TOTAL:	1,592,961,900	1,628,447,400
Corrections & BAA	<u>- 4,500,000</u>	<u>- 4,500,000</u>
<b>NET GRAND TOTAL:</b>	<b>1,588,461,900</b>	<b>1,623,947,400</b>



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

**Board of Selectmen Special Meeting  
January 31, 2024 – 5:00pm  
Minutes  
Town Hall Meeting Room 1 & Via Zoom**

**Members Present:** First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal

**Others Present:** Steven Hoffman, Fire Chief; Brad Bernier, Deputy Chief

## 1. Call to Order

First Selectman Bernie Dennler called the meeting to order at 5:00 PM.

## 2. Pledge of Allegiance

B. Dennler led the pledge of allegiance.

## 3. Executive Session: Personnel Interview – Human Resources Director

*R. Coyle MOVED to go into executive session to interview the Human Resource candidate. C. O'Donal. SECONDED. MOTION CARRIED 5:0.*

The Board of Selectmen entered executive session with the candidate at 5:02pm. The candidate exited at 5:35pm. The Board of Selectmen exited executive session at 5:45pm

## 4. Discussion and Action of approval of unpaid leave of absence for Recreation Department employee per Employee Handbook & Personnel Policies Section Three – Leaves of Absence

*C. O'Donal MOVED to allow the First Selectman to approve a four-week unpaid leave of absence for a Recreation Department employee. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

## 5. Discussion and action on authorizing the First Selectman to sign a contract with Firematic and Sales for the purchase of a tanker and related equipment as authorized by the 2021 fire apparatus referendum.

Chief Steven Hoffman and Deputy Chief Brad Bernier presented the proposed contract. Authorization in this meeting is required to move forward otherwise the contract will be opened to other buyers on February 1, 2024.

Discussion by the Board followed.

*R. Coyle MOVED to authorize the First Selectman to sign a contract with Firematic and J&S Radio Sales for the purchase of a tanker and related equipment as authorized by the 2021 fire apparatus referendum.*

A. Shilosky *SECONDED*. B. Dennler confirms it has been bid on by a consortium, which was in line with the town's purchasing policies. *MOTION CARRIED 5:0*.

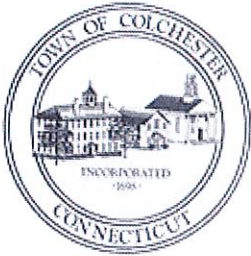
## 6. Adjournment

A. Shilosky *MOVED* to adjourn at 5:56pm. D. Turner *SECONDED*. *MOTION CARRIED 5:0*.

Respectfully submitted,

Taryn Scott

Executive Assistant to the First Selectman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

**Board of Selectmen Meeting Regular Meeting  
February 1, 2024 - 6:00PM  
Colchester Town Hall Meeting Room 1 and Hybrid via Zoom**

## Minutes

**Members Present:** First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal

**Others Present:** Christopher Ozmun, Katherine Hall, Stephen Coyle, and Jeff Duigou.

### 1. Call to Order

First Selectman Bernie Dennler called the meeting to order at 6:03pm

### 2. Pledge of Allegiance

B. Dennler led the pledge of allegiance.

### 3. Citizen's Comments

Michael Dubreuil, Woodbine Rd. spoke about the Sewer and Water Commission

Deanna Bouchard, Meadow Dr. spoke about the Sewer and Water Commission

### 4. Sewer and Water Commission Interviews

B. Dennler explained these applications were solicited under the last administration and have continued to come in, vacancies on Sewer and Water Commission were identified as a priority to fill as they cannot reach quorum and do not have an adopted budget.

The Board interviewed the following candidates: Christopher Ozmun, Katherine Hall, Stephen Coyle, and Jeff Duigou

Discussion by the Board followed.

### 5. Adjournment

A. Shilosky *MOVED* to adjourn at 6:54pm. C. O'Donal *SECONDED*. *MOTION CARRIED 5:0.*

Respectfully submitted,  
Taryn Scott  
Executive Assistant to the First Selectman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

## Board of Selectmen Meeting Regular Meeting

February 1, 2024 - 7:00PM

### Minutes

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

**Members Present:** First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal

**Others Present:** Damien Sorrentino, Town Planning Director; Joe Leone, Director of Public Works

#### 1. Call to Order

First Selectman Bernie Dennler called the meeting to order at 7:02pm

#### 2. Pledge of Allegiance

B. Dennler led the pledge of allegiance.

#### 3. Correspondence

Letter from John J. McGrath Jr. Probate Judge advising of retirement and special election.

#### 4. Citizen's Comments

Vince Rose, Shadbush Dr, spoke about filling the boards and commissions and thanked the volunteers.

Luke McCoy, Oak Farm Dr, spoke about the Ad hoc committees.

Mike Dubreuil, Woodbine Rd. spoke about the Sewer and Water Commission applicants.

Jason LaChapelle, Highwood Circle, spoke about Sewer and Water Commission applicants, town policies on fuel assistance and employees and services at town hall.

Deanna Bouchard, Meadow Dr. spoke about AARPA funds available through social services.

#### 5. Changes to the Agenda

*R. Coyle MOVED to make changes to the agenda to add 11. Discuss and act on Gas Distribution Easement with Eversource 12. Discuss and act on job description for Human Resources Manager 13. Discuss and act to authorize First Selectman to hire the Human Resource Manager. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

#### 6. Consent Agenda

a. Approve Minutes from January 18, 2024

b. Tax Refunds

*D. Turner MOVED to approve the consent agenda as presented. R. Coyle SECONDED. MOTION CARRIED 5:0.*

## **7. Discussion and action on award of Norton Park Engineering Bids**

Presentation by D. Sorrentino, Town Planning Director joined via zoom to explain the Norton Park bids.

*D. Turner MOVED to approve the award for RFP 2023 – 006 services for Norton Park Phase One Engineering Bid to Reynolds Engineering LLC of 63 Norwich Ave, Suite 202 Colchester CT 06415 in the amount of \$9880.00 and allow the First Selectman to sign all necessary documents. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

## **8. Discussion and action on DOT CDL Drug Testing Policy**

Presentation by J. Leone, Director of Public Works via zoom to explain the need for a change in the drug testing policy to allow the town to place employees who fail a test to be placed on unpaid leave.

*R. Coyle MOVES to pass the Town of Colchester Alcohol and Controlled Substance Policy for CDL Drivers as revised on 2-1-24. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

## **9. Discussion and action on forming Ad-Hoc Committees**

### **a. Recreation Needs and Coordination**

*R. Coyle MOVED to form a Recreation Needs and Coordination Ad Hoc Committee with the proposed charge of evaluating Colchester's current recreation assets operated by the Town and Board of Education and making recommendations on how to coordinate use and access to these resources – with an addendum to further direct the Committee to consist of 5 members, 2 alternates with liaisons from Board of Education, Board of Finance, Board of Selectmen, and staff liaisons. D. Turner SECONDED. MOTION CARRIED 5:0.*

### **b. Facilities Planning**

*R. Coyle MOVED to form a Facilities Planning Ad Hoc Committee charged with evaluating current and near-term Town facility space needs to make recommendations regarding the following topics:*

*Future of the current Senior Center building/parcel  
 Future of the Veteran's Room at the existing Senior Center  
 Future use of the current Youth Center building  
 Police Department renovation plans  
 Potential displacement of Recreation and Public Works Departments  
 Future location of the Food Bank  
 Use of the unfinished third floor of Town Hall*

*to consist of 7 members and 2 alternates and liaisons from Board of Selectmen, Board of Finance, and a staff liaison – Public Works Director. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

## **10. Authorize the First Selectman to sign a contract with ClearGov for financial transparency software**

*C. O'Donal MOVED to authorize the First Selectman to sign a contract with ClearGov R. Coyle SECONDED. MOTION CARRIED 5:0.*



**11. Discussion and Action on authorizing the First Selectman to sign the Gas Distribution Easement with Eversource**

*A. Shilosky MOVED to authorize First Selectman to sign the Gas Distribution Easement contract with Eversource. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

**12. Discussion and Action to adopt a Human Resources Manager job description**

*D. Turner MOVED to adopt the Human Resources Manager job description with the discussed amendments. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

**13. Discussion and Action to Hire the Human Resource Manager**

*R. Coyle MOVED to hire Lori Mercker-Chapman at the salary of \$72 000 annually paid bi-weekly for the Human Resources Manager position. D. Turner SECONDED. MOTION CARRIED 5:0.*

**14. Liaison Assignments**

- A. Shilosky assigned to Board of Education, Zoning Board of Appeals, and Norton Park Committee
- C. O'Donal assigned to Economic Development Commission, offered to share Board of Education
- B. Dennler assigned to Planning and Zoning

**15. Liaison Reports**

- R. Coyle reported on Chatham Health Board and the Senior Center Building Committee.
- D. Turner reported on the Board of Assessment Appeals.
- B. Dennler reported on the Board of Finance.

**16. First Selectman's Report**

Update on the purchase of a tanker authorized by the Board during the Jan 31, 2024, special meeting. The contract was signed and delivered before the contract went out to bid. The Senior Center Building is moving forward. The Finance Department got the W2 and 1099 forms out the office will now focus on the budget issues, the audit, and the organization of the purchase orders to provide more clarity on MUNIS reports. Working with Department Heads on budget process.

**17. Citizen's Comments**

Mike Dubreuil, Woodbine Rd., spoke about the ambulance contract in previous meetings.  
 Jason LaChapelle, Highwood Circle, spoke about AARPA funds appropriated to social services and Freedom of Information Requests response times.  
 Deanna Bouchard, Meadow Dr. AARPA fund updates, adding action items on an agenda, Senior Center Inspection Reports.

**18. Adjournment**

A. Shilosky *MOVED to adjourn at 9:36pm. R. Coyle SECONDED. MOTION CARRIED 5:0.*

Respectfully submitted,  
Taryn Scott  
Executive Assistant to the First Selectman

**11**

**TAX COLLECTOR'S REFUNDS**  
**SELECTMAN'S MEETING**

**MEETING DATE:** 3/21/2024

Check Date:

<b>Taxpayer Name</b>	<b>List Number</b>	<b>Amount</b>	<b>Breakdown</b>	<b>Check #</b>
STEPHEN C LIMA	2020-03-58437	\$45.81	P: 45.81	
BERNADETTE KAZIBWE	2022-03-57517	\$36.20	C: 36.20	
LAUREN NEAL	2021-03-60303	\$91.94	P: 91.94	
B & B SUPERIOR CONTRACTORS	2022-03-50637	\$511.11	C: 511.11	
CCAP AUTO LEASE LTD	2022-03-52507	\$54.52	C: 54.52	
KIM L OKANE	2022-02-40526	\$179.75	C: 169.58 I: 10.07	
KEVIN H & KIM L OKANE	2021-02-40560	\$139.57	P: 133.56 I: 6.01	
JP MORGAN CHASEBANK NA	2022-03--57396	\$396.32	C: 396.32	
ENTERPRISE FM TRUST	2022-03-54641	\$437.39	C: 437.39	
NISSAN INFINITY LT LLC	2022-03-60648	\$199.19	C: 199.19	

**TOTAL** **\$2,091.80**

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2021-June 30, 2024 Collective Bargaining Agreement. In January 2024, the Town and Union signed a Memorandum of Agreement regarding the Director of Senior Services which misstated the current salary of the Director. The Town and the Union hereby agree as follows:

The incumbent in the Director of Senior Services, on a one-time basis, shall have her current salary \$66,420 increased for that position in accordance with the following schedule:

Effective July 1, 2024, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2024 \$70,987.60 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Effective July 1, 2025, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2025 for a total of \$75,692.23 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Increases effective July 1, 2026 and July 1, 2027 shall be consistent with the negotiated rates set forth in the Collective Bargaining Agreement.

The Town and the Union agree that this Agreement shall replace the MOA signed in January 2024 regarding the Director of Senior Services. The Town and the Union further agree that this shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION TOWN OF COLCHESTER  
"INDEPENDENT," LOCAL 506, SEIU

\_\_\_\_\_  
Theo Horesco  
MEUI Staff Representative

\_\_\_\_\_  
Bernie Dennler  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**1 YEAR PREVENT**

Quote Number: 10860945

Version: 1

Prepared For: COLCHESTER FIRE AND EMS  
Attn:

Rep: Monica Lombardi

Email:

Phone Number:

GPO: EMS

Service Rep: Jim Blaskewicz

Quote Date: 01/31/2024

Email:

Expiration Date: 02/29/2024

Contract Start: 07/01/2024

Contract End: 06/30/2025

Delivery Address		Bill To Account	
Name:	COLCHESTER FIRE AND EMS	Name:	COLCHESTER FIRE AND EMS
Account #:	20160875	Account #:	20160875
Address:	52 OLD HARTFORD RD COLCHESTER Connecticut 06415-2736	Address:	52 OLD HARTFORD RD COLCHESTER Connecticut 06415-2736

**ProCare Products:**

#	Product	Description	Months	Qt y	List Price	Discount %	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	2	\$2,273.00	10.0%	\$2,045.70	\$4,091.40
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance	12	1	\$1,179.00	10.0%	\$1,061.10	\$1,061.10
3.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR √ Parts, Labor, Travel √ Preventative Maintenance	12	2	\$305.00	10.0%	\$274.50	\$549.00
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	\$1,719.00	10.0%	\$1,547.10	\$1,547.10
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance	12	1	\$1,179.00	10.0%	\$1,061.10	\$1,061.10
6.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	\$1,719.00	10.0%	\$1,547.10	\$1,547.10

**Price Totals:**

Grand Total: \$9,856.80



1 YEAR PREVENT

Quote Number: 10860945

Version: 1

Prepared For: COLCHESTER FIRE AND EMS

Attn:

Rep: Monica Lombardi

Email:

Phone Number:

GPO: EMS

Service Rep: Jim Blaskewicz

Quote Date: 01/31/2024

Email:

Expiration Date: 02/29/2024

Contract Start: 07/01/2024

Contract End: 06/30/2025

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

\_\_\_\_\_  
Purchase Order Number

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

**Equipment Service Plan**

<b>Line Item #</b>	<b>Model</b>	<b>Serial #</b>
1.0	PROCARE-SVC-POWER-LOAD	2106012400176
1.0	PROCARE-SVC-POWER-LOAD	2018012400878
2.0	PROCARE-SVC-POWERPRO	2202020700105
3.0	PROCARE-SVC-STAIR-CHAIR	180540470
3.0	PROCARE-SVC-STAIR-CHAIR	091140922
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35160615
5.0	PROCARE-SVC-POWERPRO	2105003501974
6.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3015F532

Purchase Order Form



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Stryker Terms and Conditions  
[www.stryker.com/slnc](http://www.stryker.com/slnc)

Authorized Customer Signature

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment Stryker Quote Number

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



## Town of Colchester


Land Use Department  
127 Norwich Ave, Suite 105  
Colchester, CT 06415  
[www.colchesterct.gov](http://www.colchesterct.gov)



Demian Sorrentino, AICP, Planning Director  
Stacey Churchill, Land Use Assistant  
Isabelle Kisluk, Asst. Planner/ZEO  
Daniel Hickey, Wetlands Agent  
T: (860) 537-7278

**DATE:** February 12, 2024

**TO:** Bernie Dennler, First Selectman  
Colchester Board of Selectmen

**FROM:** Demian A. Sorrentino, AICP, CSS, Planning Director 

**RE:** Planning Director's Statement of Compliance for Planning & Zoning Commission and Zoning Board of Appeals Member Training in Accordance with CT General Statutes Sec. 8-4c.

With the CT General Assembly's passage of Public Act PA21-29, effective 6/10/21, CT General Statutes (CGS) Sec. 8-4c (see attached) establishes mandatory training requirements for all municipal Planning and Zoning Commission and Zoning Board of Appeals members serving on said Commission/Board as of 1/1/23. Sec. 8-4c(a) imposes standards for the training that is to be completed by 1/1/24, and Sec. 8-4c(c) requires that a statement of compliance be submitted to the "municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen" affirming compliance with said requirements no later than 3/1/24.

Pursuant to said Sec. 8-4c(c), I am providing this statement to the Colchester Board of Selectmen to affirm that the following Planning & Zoning Commission and Zoning Board of Appeals members have met the training requirements prescribed by CGS Sec. 8-4c(a):

### Planning & Zoning Commission

Joseph Mathieu, Chairman has met his training requirement per CGS Sec. 8-4c(a).  
John Novak, Vice Chairman has met his training requirement per CGS Sec. 8-4c(a).  
Bruce Hayn, Member has met his training requirement per CGS Sec. 8-4c(a).  
Meaghan Kehoegreen, Member has met her training requirement per CGS Sec. 8-4c(a).  
Sean Nadeau, Member has met his training requirement per CGS Sec. 8-4c(a).  
Mark Noniewicz, Member has met his training requirement per CGS Sec. 8-4c(a).  
Stephanie Smith, Member has met her training requirement per CGS Sec. 8-4c(a).

### Zoning Board of Appeals

Laurie Robinson, Chairman has met her training requirement per CGS Sec. 8-4c(a).  
Patrick Reading, Vice-Chairman has met his training requirement per CGS Sec. 8-4c(a).  
Jason Radachy, Member has met his training requirement per CGS Sec. 8-4c(a).  
Michael Solis, Member has met his training requirement per CGS Sec. 8-4c(a).  
Bob Stechinsky, Member has met his training requirement per CGS Sec. 8-4c(a).

As this statement is required by said Sec. 8-4c(c) to be provided to the BoS by 3/1/24, I respectfully request that this matter be added to the Agenda of the next Regular Meeting to be held on 2/15/24.

I believe a simple motion to either accept or acknowledge this statement that can be reflected in the meeting minutes will be sufficient, should we ever have to provide evidence of compliance to OPM. Additionally, I keep each individual member's statement of compliance in my Department's permanent file(s).

### Attachment:

CT General Statutes Sec. 8-4c, printed 2/8/24

Connecticut General Statutes

Title 8 "Zoning, Planning, Housing and Economic and Community Development"

Chapter 124 "Zoning"

Sec. 8-4c "Training for members of planning, zoning or combined planning and zoning commissions and zoning boards of appeals. Training guidelines. Statement of compliance."

Link: [https://www.cga.ct.gov/current/pub/chap\\_124.htm#sec\\_8-4c](https://www.cga.ct.gov/current/pub/chap_124.htm#sec_8-4c)

Printed from the above link on 2/8/24 by Demian A. Sorrentino, AICP, CSS, Planning Director

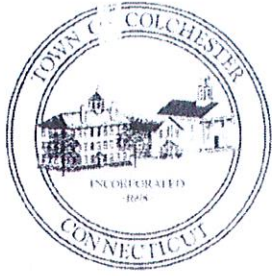
**Sec. 8-4c. Training for members of planning, zoning or combined planning and zoning commissions and zoning boards of appeals. Training guidelines. Statement of compliance.** (a) On and after January 1, 2023, each member of a municipal planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals shall complete at least four hours of training. Any such member serving on any such commission or board as of January 1, 2023, shall complete such initial training by January 1, 2024, and shall complete any subsequent training every other year thereafter. Any such member not serving on any such commission or board as of January 1, 2023, shall complete such initial training not later than one year after such member's election or appointment to such commission or board and shall complete any subsequent training every other year thereafter. Such training shall include at least one hour concerning affordable and fair housing policies and may also consist of (1) process and procedural matters, including the conduct of effective meetings and public hearings and the Freedom of Information Act, as defined in section [1-200](#), (2) the interpretation of site plans, surveys, maps and architectural conventions, and (3) the impact of zoning on the environment, agriculture and historic resources.

(b) Not later than January 1, 2022, the Secretary of the Office of Policy and Management shall establish guidelines for such training in collaboration with land use training providers, including, but not limited to, the Connecticut Association of Zoning Enforcement Officials, the Connecticut Conference of Municipalities, the Connecticut Chapter of the American Planning Association, the Land Use Academy at the Center for Land Use Education and Research at The University of Connecticut, the Connecticut Bar Association, regional councils of governments and other nonprofit or educational institutions that provide land use training, except that if the secretary fails to establish such guidelines, such land use training providers may create and administer appropriate training for members of commissions and boards described in subsection (a) of this section, which may be used by such members for the purpose of complying with the provisions of said subsection.

(c) Not later than March 1, 2024, and annually thereafter, the planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals, as applicable, in each municipality shall submit a statement to such municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, affirming compliance with the training requirement established pursuant to subsection (a) of this section by each member of such commission or board required to complete such training in the calendar year ending the preceding December thirty-first.

(P.A. 21-29, S. 9.)

History: P.A. 21-29 effective June 10, 2021.



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 01/24/2024

## BOARDS & COMMISSIONS APPLICATION

Name: Wesley Daniel Roman

Address: 83 Pleasant Street Colchester, CT. 06415

Home Phone: 860-823-7176 Email wdr184@gmail.com FAX: \_\_\_\_\_

Cell Phone: 860-823-7176 Town Residency \_\_\_\_\_ Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: Public Works Department *Sewer & Water*

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: East Lyme High School, 2002, High School Diploma  
30 Chesterfield Road, East Lyme, Connecticut 06333

College: Eastern Connecticut State University, 2007, Bachelor of Arts in History  
83 Windham Street, Willimantic, Connecticut 06226

Trade, Business Norwich University, 2012, Master's in Public Administration- Leadership concentration  
Or Correspondence \_\_\_\_\_  
School Northfield, Vermont, USA

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Town of Salem Public Works Department, Connecticut- Highway Maintainer (2003-2008)

Town of East Lyme Public Works Department, Connecticut, Maintainer III (2008-2015)

Salem Volunteer Fire Company, Firefighter, (1999-2010)

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I recently moved to Colchester, Connecticut from Salem, Connecticut and I felt it would be beneficial for me to volunteer in the community in order to network and meet individuals who have similar interests.

I am strong proponent to Public Works and I firmly believe that the work conducted by any Public Works departments helps the community as it pertains to road maintenance, catch basin and drainage implementation, along with snow and ice operations in the winter season. I feel its important to promote and get community involvement with Public Works departments.

Do you have any experience or familiarity with this area? Town of Salem Public Works Department, Connecticut- Highway Maintainer (2003-2008)

Town of East Lyme Public Works Department, Connecticut, Maintainer III (2008-2015)

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Public Works and the Colchester Hayward Fire Department.

Date: 01/24/2024

Signature: Wesley D. Roman

Education:

Norwich University, **Master's in Public Administration concentration in Leadership**, G.P.A-3.79, June, 2012

Eastern Connecticut State University, **Bachelor of Arts in History and Social Sciences**, August, 2007

East Lyme High School, **Diploma**, 2002

Thesis and Presentations:

Norwich University, "The Need for Effective Leadership" Thesis, June, 2012. Grade (A-)

Norwich University, at Residency, title "Need for Effective Leadership."

Professional Experience:

Employment History:

Town of East Lyme Highway Department

(Fall 2009 to Present) Town of East Lyme, CT (860) 739-6931

Duties Performed: General outdoor and driving activities related to road maintenance, recycling, operating vehicles and machinery in high stress situations including but not limited to the following:

- Snow and Ice Removal-ability to work long hours
- Tree Trimming and Removal using chipper
- Cleaning Catch basins assisted on catch basin truck
- Rebuilding Catch Basins
- Road Sign Repair
- Clearing of water ways
- Patching holes
- Paving of roads
- Recycling pick up with Side-Loader truck
- Operation of Pay loader, Backhoe, Side-loader refuse truck (One-arm Bandit)
- AFSCME Local 1303- Union Steward (2008- Present)

Town of Salem, Department of Public Works (Summer 2008) Salem, CT (860) 859-3873

- Mowing and string trimming of town property (Recreation fields, cemeteries etc.)
- Assisted with town building maintenance, and some electrical work
- Road side mowing
- Tree Removal using Chipper machine and Bucket Truck
- Maintenance of equipment ( chainsaws, changing of mower blades, greasing equipment)
- Road maintenance and construction
- Assisted in cleaning drainage pipe and catch basins
- Assisted in setup for Memorial Day parade
- Setup for town meetings

State of Connecticut, Department of Environmental Protection, Gillette Castle State Park (September 2007 to April 2008) East Haddam, CT (860) 526-2336

- Assisted with maintenance of Visitor's Center and Gillette Castle
- Mowing and string trimming of State Parks
- Leaf blowing and removal
- Assisted with tree removal ( using chainsaws, and chipper)

Wesley Daniel Roman, MPA 72 Round Hill Road Salem, CT 06420 860-823-7176(C)  
Wdr184@gmail.com

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- Plowed parking lots, access roads and walkways (also included sanding)
- Routine maintenance of equipment ( X-mark lawn mower, John Deere tractor)
- Helped maintain state park campgrounds
- Staining/ Painting of State park signs
- Helped with reorganization of Maintenance work shop

Town of Salem, Department of Public Works (May to September 2007) Salem, CT 06420 (860) 859-3873

- Mowing and string trimming of town property (Recreation fields, cemeteries etc.)
- Assisted with town building maintenance, and some electrical work
- Road side mowing
- Tree Removal using Chipper machine and Bucket Truck
- Maintenance of equipment ( chainsaws, changing of mower blades, greasing equipment)
- Road maintenance and construction
- Assisted in cleaning drainage pipe and catch basins
- Assisted in setup for Memorial Day parade
- Setup for town meetings

Town of Salem, Department of Public Works (May to September, 2006) Salem, CT 06420 (860) 859-3873

- Mowing and string trimming of town property (Recreation fields, cemeteries etc.)
- Assisted with town building maintenance, and some electrical work
- Road side mowing
- Maintenance of equipment ( chainsaws, changing of mower blades, greasing equipment)
- Road maintenance and construction
- Assisted in cleaning drainage pipe and catch basins
- Assisted in setup for Memorial Day parade
- Setup for town meetings

Town of Salem, Department of Public Works (May to August, 2004) Salem, CT 06420 (860) 859-3873

- Mowing of Recreation Fields, and other town owed property
- Pot holes
- Assisted Catch Basin cleaning
- Minor electrical and building repair
- Assisted Town Mechanic working on equipment
- Roadside mowing
- On Drainage crew
- Daily maintenance of trucks, mowing equipment (if used) and other equipment used on the job.

Connecticut Department of Environmental Protection: Devil's Hopyard State Park / Gillette Castle State Park, ( January to June 2003) East Haddam, CT 06423 (860) 526-2336

- Snow removal from parking lots using plow truck and backhoe, along with sanding roads.
- Tree removal
- Staining of DEP signs
- Weekly maintenance of equipment ( mowing equipment, John Deere Backhoe, Dump truck along with saws and other equipment used for carpentry)

Wesley Daniel Roman, MPA 72 Round Hill Road Salem, CT 06420 860-823-7176(C)  
Wdr184@gmail.com

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- Removed down trees from trails using chainsaws
- Assisted in minor electrical work
- Assisted in building maintenance

Connecticut Department of Transportation, District II, Division of Maintenance and Planning,  
(May to August, 2000) Norwich, CT 06360 (860) 823-3276

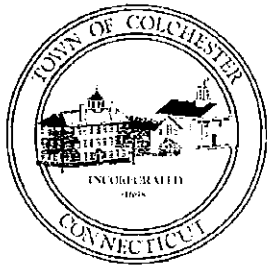
- Filing blue prints and road maps
- Making maps for Eastern District
- Answering phones
- Working closely with other departments within DOT to obtain information

**Certifications:** Commercial Driver's License- Class B (w/Air Brakes) and Tanker Endorsement,  
Transfer Station Certification (November, 2013, Town of East Lyme), Chainsaw Certification (Fall 2009,  
Town of East Lyme)

**Volunteer Work:** Salem Volunteer Fire Company, Firefighter, 1999-2008 (Retired)

**ADDITIONAL:**

- Excellent oral and written communication skills
- Proven ability to collaborate as well as work independently
- Effective organizational and interpersonal skills
- Strong attention to detail



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 02/09/2024

## BOARDS & COMMISSIONS APPLICATION

Name: Tyler Saucier

Address: 224 Cabin Rd Colchester, CT. 06415

Home Phone: \_\_\_\_\_ Email tysauce@gmail.com FAX: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Town Residency 4.5 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (check one)

Commission or Board you are interested in serving on: water/sewer

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: East Lyme High school, four years. Graduated

\_\_\_\_\_  
\_\_\_\_\_

College: None

\_\_\_\_\_  
\_\_\_\_\_

Trade, Bussiness \_\_\_\_\_

Or Correspondence \_\_\_\_\_

School \_\_\_\_\_



**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

Aerocision LLC. Chester, CT Employed for 5 years. Machinist.

Ethos Energy Group. Shridan St. Chicopee, MA. Employed for two years. I was hired for a similar a job closer

Wood Group Pratt and Whitney Bloomfield, CT Current Employer. 6 Months as a Maintenance Tech. Currently working as a continious improvement specialist

**Are you capable of making the commitment of time necessary to serve on this Board or Commission?** yes

**Why are you interested in serving?** The S&W commision is something I can easily become knowledgeable about given my backgroud in the trades.

From what I learn, I believe that I can help make a positive impact on the people who use the S&W provide by the town of colchester.

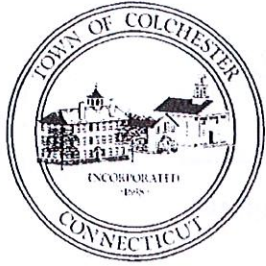
**Do you have any experience or familiarity with this area?** I have 3 years of experience with commercial facility maintenanc

**If you are not appointed to this board or commission, would you be interested in other forms of public service?**

**Which ones?** \_\_\_\_\_

**Date:** 02/09/2024

**Signature:** \_\_\_\_\_



# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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Patricia A. Watts, Director of Senior Services/Municipal Agent

## **MEMORANDUM**

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 02/12/2024

**Re:** Selection of New Logo for Colchester Senior Center

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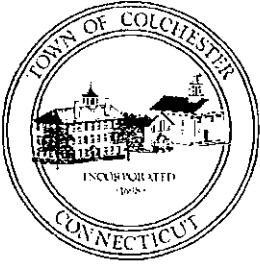
It has been a long-standing goal of mine to modernize and rebrand the image of the Colchester Senior Center. With the new senior center project approved at referendum, it occurred to me that it would be a great time to pursue this goal. In late March of 2022 the call went out to the community to design a new logo for the Colchester Senior Center. Please see attached letter for contest criteria. 42 designs were submitted, but the project was later put on hold by the Board of Selectmen because of higher priorities and a contest winner was never declared. After recently sending the contest designs to First Selectman Dennler, it was decided that a winning logo should be finally selected from among the designs submitted by the contest deadline. It is my hope that the Board of Selectmen will be able to select a logo for the new Colchester Senior Center located at 15 Louis Lane.

### **Recommended Motion**

Motion to review and approve a new logo for the Colchester Senior Center.

Respectfully Submitted,

Patricia A. Watts



# Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

March 25, 2022

Dear Colchester Community,

As you may be aware, the Colchester Senior Center will soon have a new home, as we design and build a brand new senior center in the near future. With this advancement comes an exciting opportunity to rebrand the Colchester Senior Center with a new logo. We will be holding a community-wide contest in order to design this logo, which we envision using in the new building, as well as in promotional materials such as our monthly newsletter, on business cards and letterhead.

If you are interested in creating a design and entering it into the contest, here are some things you need to know. The goals of the design are as follows:

- The logo should include the words “Colchester Senior Center”
- It should be appealing and attractive, classic yet modern
- Any logo submitted should be gender neutral, and specifically not off-putting to men, who are historically difficult to recruit into senior centers
- The logo should communicate vitality, energy and lifelong growth
- It should incorporate aspects of the Vision Statement, which states that CSC is “a community resource dedicated to engaging, enriching and empowering the lives of seniors.”

Please submit any logos in pdf format, with your name, address and phone number and email address to [pwatts@colchesterct.gov](mailto:pwatts@colchesterct.gov) or drop off to the Colchester Senior Center at 95 Norwich Avenue, Colchester, CT 06415, by 3:00 p.m. on Friday, May 6, 2022. A cash prize of \$500 will be awarded to the first place winner. The Board of Selectmen will make the decision regarding the final logo selection. Best of luck, and thank you for your interest in the Colchester Senior Center.

Sincerely,

*Patty Watts*

Patricia A. Watts  
 Director of Senior Services  
 Municipal Agent for the Elderly

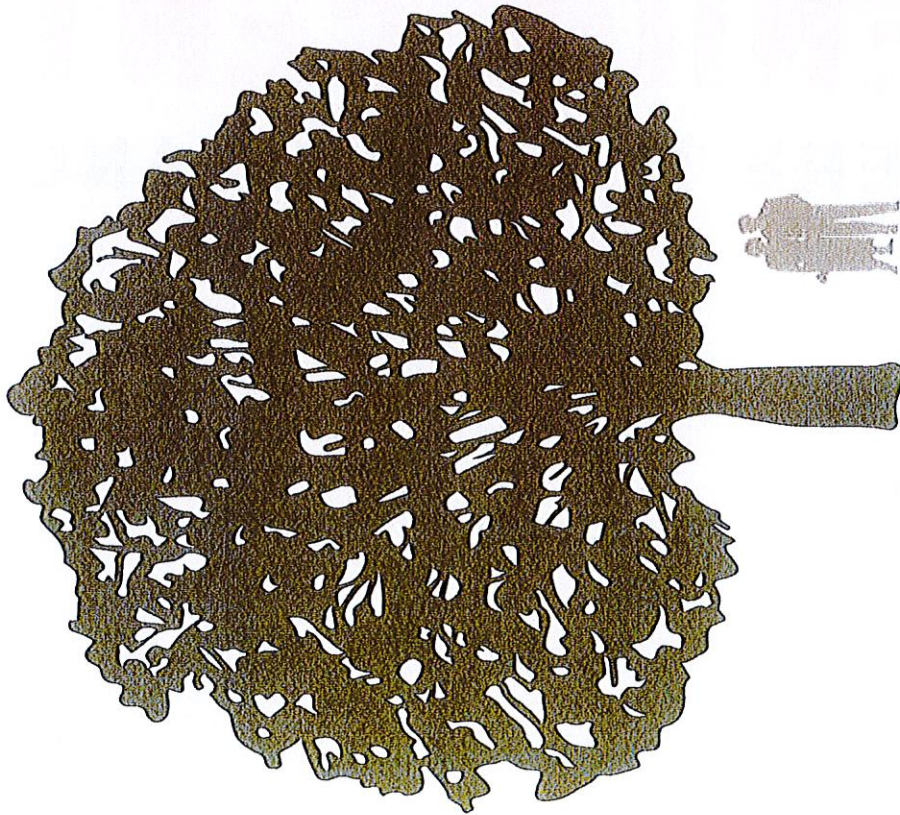


# COLCHESTER SENIOR CENTER

WHERE THE WISE HANG OUT

design 1

# Colchester Senior Center



design 2



# COLCHESTER SENIOR CENTER

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ENGAGE • ENRICH • EMPOWER



# COLCHESTER SENIOR CENTER

▪ ENGAGE ▪ ENRICH ▪ EMPOWER ▪

design 4



# COLCHESTER SENIOR CENTER

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▪ ENGAGE ▪ ENRICH ▪ EMPOWER ▪

design 4 alternate





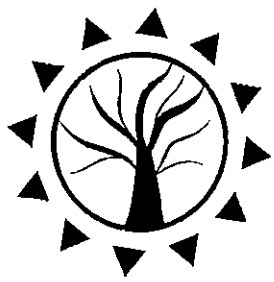
COLCHESTER  
Senior  
Center

design 5



COLCHESTER  
Senior CENTER

design 6



# Colchester

SENIOR CENTER





# Colchester

SENIOR CENTER

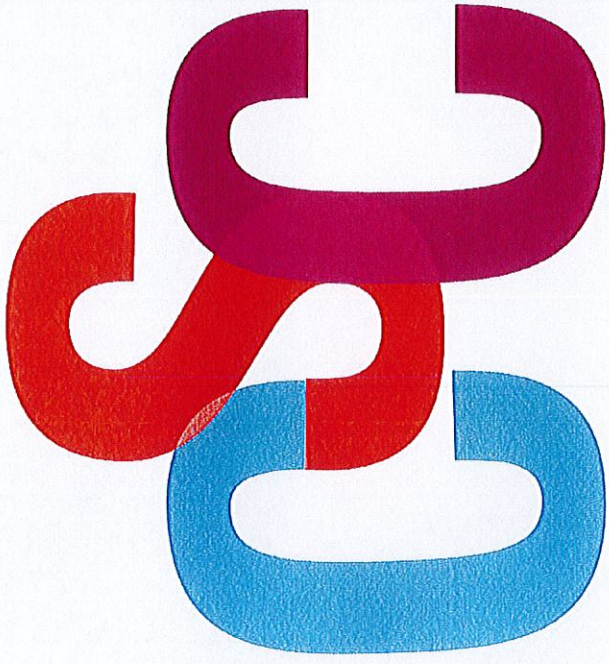




**COLCHESTER  
SENIOR CENTER**





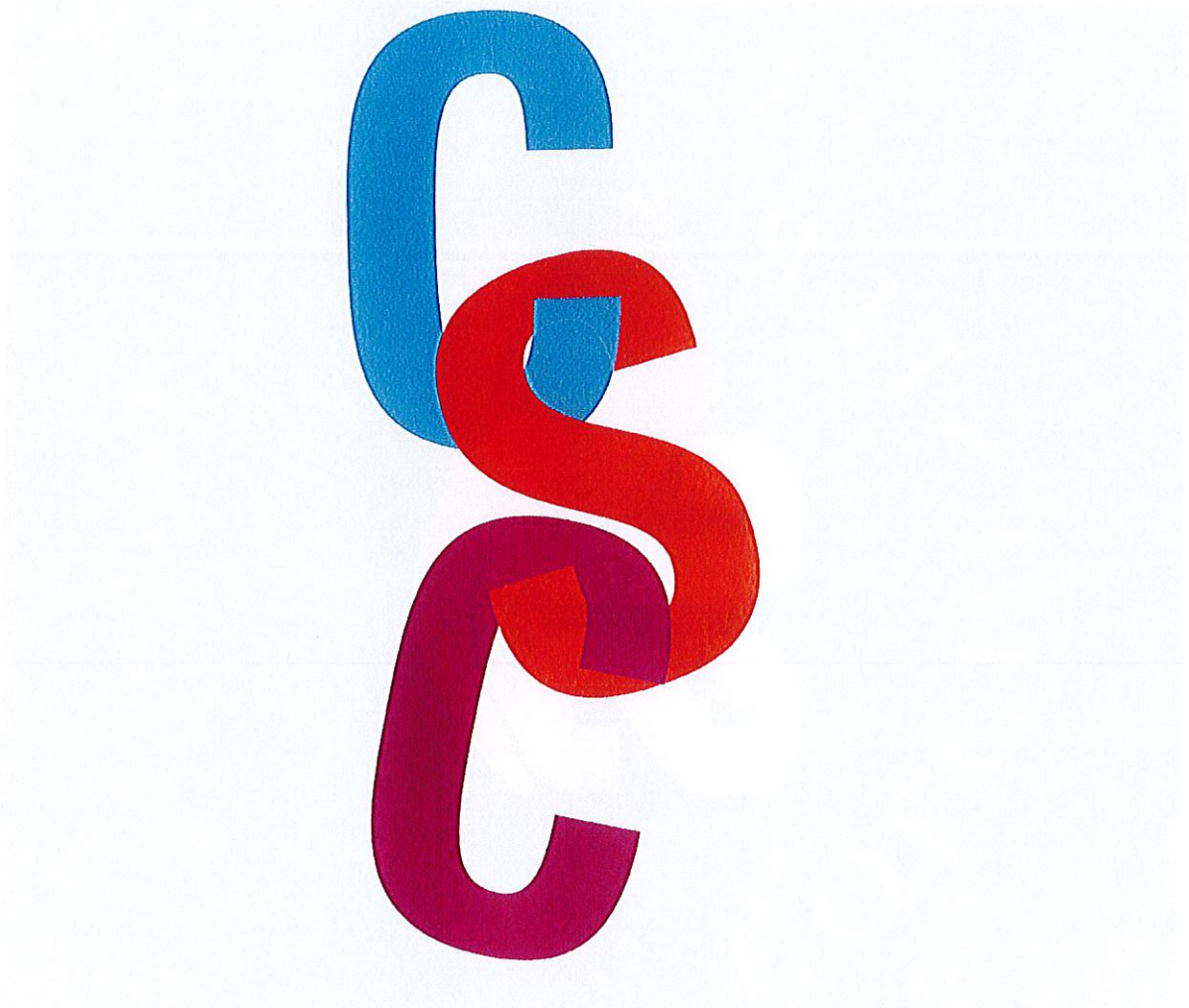


**COLCHESTER SENIOR CENTER**

*connected for life!*



design 12



**COLCHESTER SENIOR CENTER**

**ENGAGED › ENRICHED › EMPOWERED**





A community resource dedicated  
to engaging, enriching, and  
empowering the lives of seniors.



Colchester  
SENIOR CENTER



engage.enrich.  
empower.

Colchester  
SENIOR CENTER



engage.enrich.  
empower.







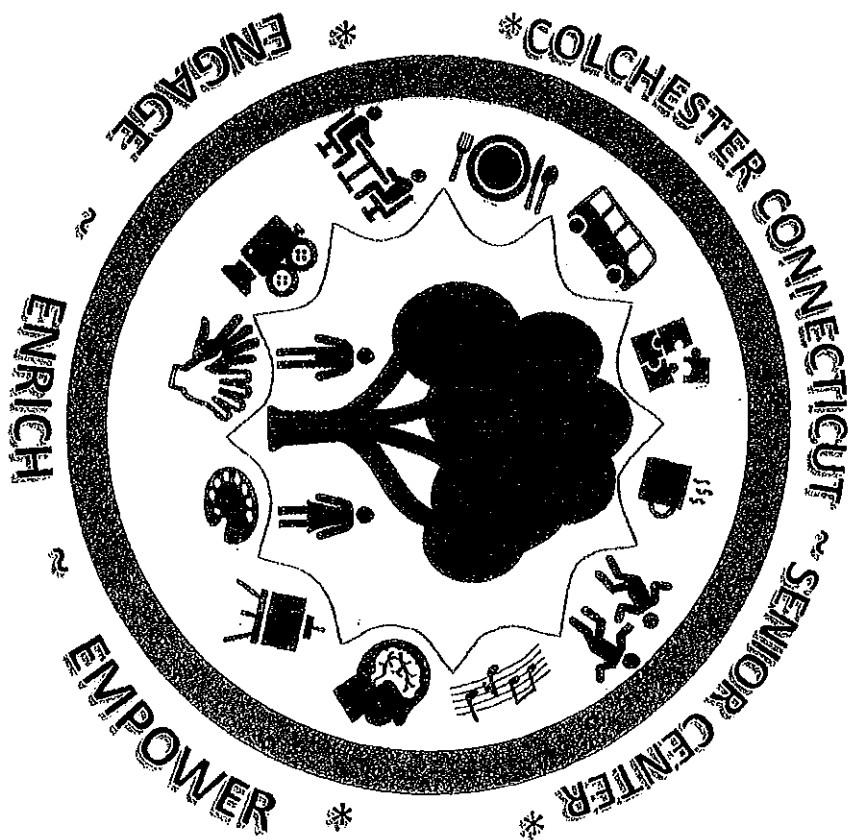
design 19



# Colchester Senior Center

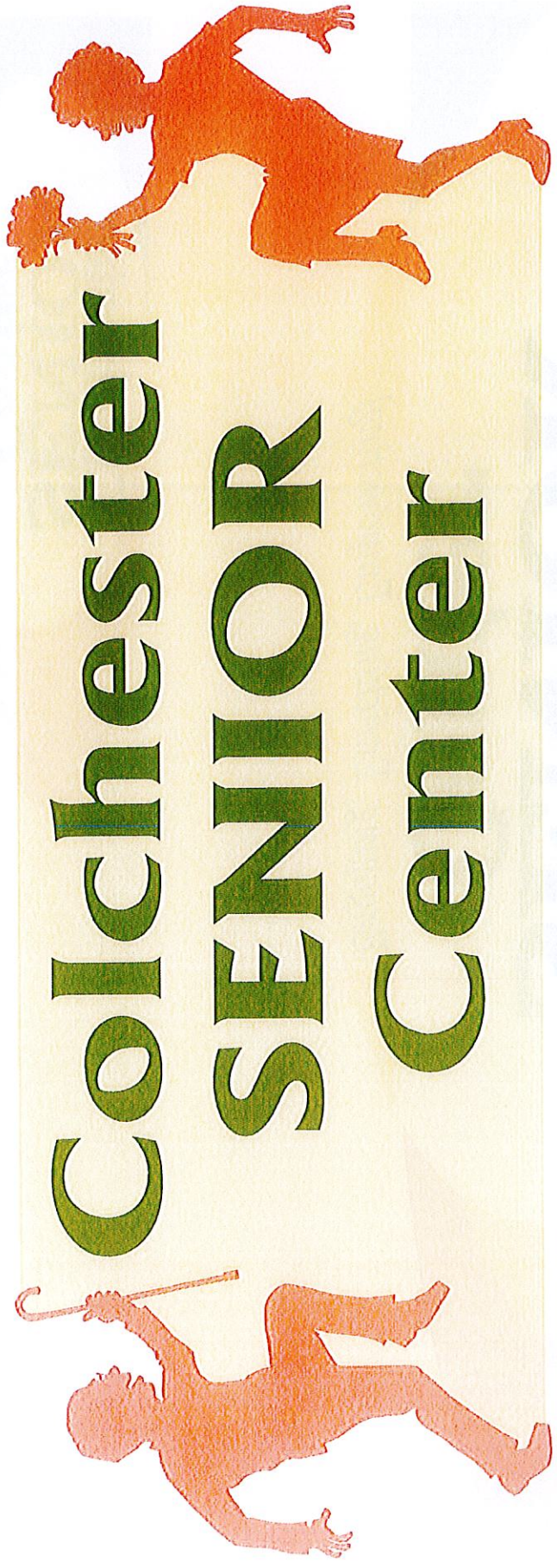
A community resource dedicated to engaging, enriching and empowering the lives of seniors.

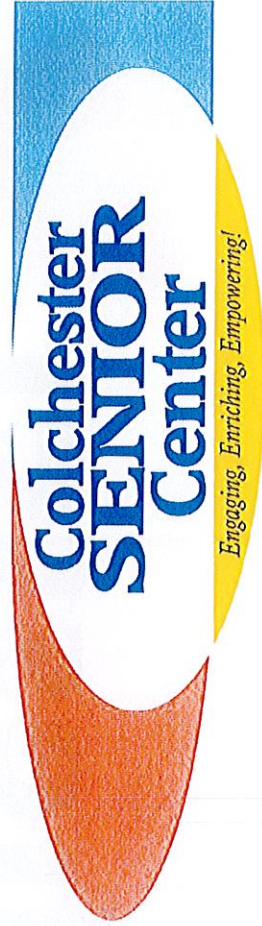






*Colchester  
Senior Center*



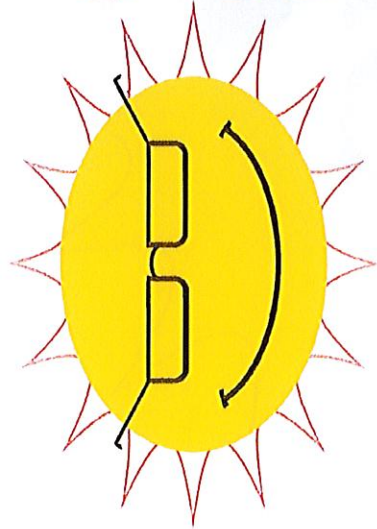




# Colchester SENIOR Center

*Engaging, Enriching, Empowering!*





*Engaging  
Enriching  
Empowering!*

# Colchester SENIOR Center

# Colchester Senior Center

ENGAGING  
ENRICHING  
EMPOWERING

design 27



# Colchester SENIOR Center

*Engaging, Enriching, Empowering*



design 29



design 30



design 31



design 32



**COLCHESTER**

*Senior Center*

**COLCHESTER**

95 Norwich Ave., Colchester, CT 06415





# COLCHESTER SENIOR CENTER

*ENGAGING, ENRICHING & EMPOWERING THE LIVES OF SENIORS*

design 34



design 35



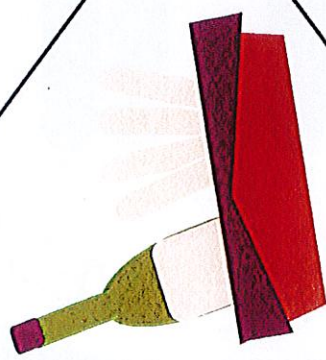
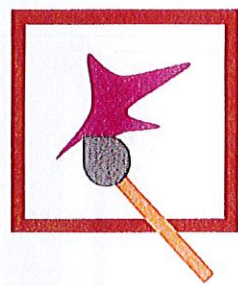
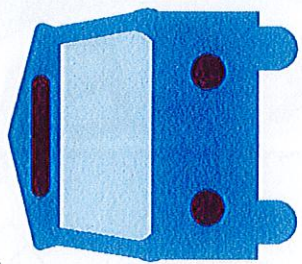
design 36



design 37

**Colchester**

**Senior Center**



# Colchester Senior Center



design 39

*Colchester*

SENIOR

Center



I believe that the logo that I am submitting meets the criteria set forth in the design brief. As with any design proposal, feedback and requisite revision may be inclusive.

design 41



COLCHESTER  
**SENIOR**  
CENTER

I've submitted two versions of the proposed logo. One version incorporates a tree which signifies Life, Strength and Longevity.

01/10/2024

1

**Integrated Control Systems**

22 Pine Hill Bend  
Ballston Lake, NY 12019  
518-461-7445

**Estimate for replacing Controller at Elmwood Station and polling master at Plant.**

**Scope of Work:**

The current RTU's used by the Water department are going obsolete this year with little or no support or repair prospects. Although the Water Department has sufficient spares for the RTU's at the Plant there is now a shortage for the RTU at Elmwood. The Elmwood RTU is of another series and unlike any others in the system. Recently, there was a failure with an IO card that required use of the last remaining spare. In addition, the failed card is no longer repairable. Therefore, if you were to have another failure Elmwood station might become incapacitated. ICS suggests replacement of the RTU, at Elmwood, with an Allen Bradley Compactlogix PLC. These are far more industry standard now and have a large installed base. This would also require a second PLC to be installed at the Tank to interface to the existing system.

**Elmwood:**

- Remove existing RTU equipment. Keep existing enclosure.
- Replace existing controller with new Allen Bradley Compactlogix PLC and IO.
- Provide and install 10" Maple Systems color touchscreen display to replace existing text interface.
- Rewire all IO and communications cabling.
- Rewrite PLC program. Simplify operation.
- Startup and testing.
- Operator training.

**Highland Tank:**

- Install new Allen Bradley Micrologix 1400 PLC.
- Programming to interface to existing Emerson RTU and radio system.
- Startup and testing.

**SCADA and Alarm system:**

- Modify SCADA and radio network for new controls.

**The total cost including all parts and labor, as stated above, is \$24,884.00 (Twenty-Four Thousand Eight Hundred Eighty-Four Dollars and Zero Cents).**

This Estimate is confidential and is the property of Integrated Control Systems. It shall not be disclosed to any parties via photocopy, facsimile, electronically, verbally or any method without written permission from Integrated Control Systems. This Estimate is valid for thirty days.

Signatures

Town of Colchester      Date

Integrated Control Systems      Date



**STATE OF CONNECTICUT**  
**DEPARTMENT OF TRANSPORTATION**  
 2800 BERLIN TURNPIKE, P.O. BOX 317546  
 NEWINGTON, CONNECTICUT 06131-7546



February 07, 2024

Dear Chief of Police/Resident Trooper:

**Subject: Highway Safety Grant Application**  
 2024 High Risk Rural Roads Speed Enforcement Program

The purpose of this letter is to inform you that your agency is eligible to apply for High Risk Rural Roads Speed Enforcement funding. This opportunity will utilize Connecticut's grant monies funded through the Federal Highway Safety Administration (FHWA). This designated FHWA funding source will allow Connecticut to participate in grant funded overtime enforcement through the use of dedicated speed overtime enforcement patrols. The goals of the program are to significantly reduce the amount of speed related fatalities and injuries on Connecticut's High Risk Rural Roads.

**This enforcement effort will run from March 1<sup>st</sup> to May 31<sup>st</sup>, 2024**, in areas where speeding may occur more frequently in your specific municipality. Eligible expenses for this activity are limited to overtime wages and overtime fringe benefits, as well as the purchase of up to 4 speed measuring devices not to exceed a maximum of \$4,900 per device. Equipment may be purchased any time after the grant is approved. This grant is designed for specialized speed enforcement operations beyond your agency's routine patrol activities. We have allocated a total of \$60,000 for this enforcement activity, which includes the purchase of equipment.

If you are interested in partnering with the Highway Safety Office (HSO) for this High Risk Rural Roads Speed Enforcement grant, please send a statement of interest (SOI) to [Stop-SpeedingDOT@ct.gov](mailto:Stop-SpeedingDOT@ct.gov) by **February 29, 2024**, including the direct point of contact. Failure to send this notification will result in non-approval of applications for this program.

The HSO will allocate these federal funds to awarded law enforcement agencies on a reimbursement basis for **100** percent of allowable operational expenses. **Please do not begin any enforcement or equipment purchases until you have received an approved grant. Any activity without an approved grant will not be reimbursed.** Required backup documentation must accompany each reimbursement for the claim to be processed. All documentation must be submitted **no later than 30 days** from the grant completion date.

If you have any questions or require additional information regarding these grants, please contact Keven McNeill at 860-594-2358 or [keven.mcneill@ct.gov](mailto:keven.mcneill@ct.gov) or Briany Bridges at 860-594-2411 or [briany.bridges@ct.gov](mailto:briany.bridges@ct.gov).

Very truly yours,

Joseph T. Cristalli   
 Joseph T. Cristalli  
 Transportation Assistant Planning Director  
 Bureau of Policy and Planning

**INSTRUCTIONS FOR COMPLETING GRANT APPLICATION****NOTE: ONLY ENTER THE DATA IN YELLOW HIGHLIGHTED FIELDS****INSTRUCTIONS FOR APPLICATION SHEET:****1) PROJECT TITLE**

Already filled in.

**2) GOVERNMENTAL UNIT**

Enter the name of the political jurisdiction responsible for the overall administration of the project (state agency, municipality, university).

**3) ADDRESS OF GOVERNMENTAL UNIT**

Enter the complete address of the governmental unit, including zip code and four digit extension

**4) APPLICANT**

Enter the organizational unit responsible for the administration of the project, (i.e.: police department).

**5) ADDRESS OF APPLICANT**

Enter the complete address of the applicant including zip code and 4-digit extension

**6) FEDERAL IDENTIFICATION NUMBER (FEIN):**

Enter the nine-digit number assigned by the U.S. Department of Treasury, Internal Revenue Service, for tax reporting purposes.

**7) DATA UNIVERSAL NUMBERING SYSTEM (DUNS):**

Enter your assigned unique global business identification number.

**8) ANTICIPATED GRANT START-UP DATE (Month/Day/Year)**

Enter the anticipated project start-up date.

**9) APPLICANT APPROVALS:****(i) PROJECT DIRECTOR**

Enter the full NAME, TITLE, ADDRESS, EMAIL ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall administration of the project.

**(ii) FINANCIAL OFFICER**

Enter the full NAME, TITLE, ADDRESS, EMAIL ADDRESS, and TELEPHONE NUMBER of the person responsible for the overall fiscal administration of the project.

**(iii) AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT**

Enter the NAME, TITLE, ADDRESS, EMAIL ADDRESS, and TELEPHONE NUMBER of the chief executive officer of the political subdivision (mayor, town manager, chief of police, university official, or state agency head). The Authorizing Official, by his or her signature, assures that all Equal Employment Opportunity requirements will be met when the project is carried out.

**NOTE: APPLICATION MUST BE SUBMITTED WITH EITHER ELECTRONIC OR INK SIGNATURES**

## INSTRUCTIONS FOR COMPLETING GRANT APPLICATION

**NOTE: ONLY ENTER THE DATA IN YELLOW HIGHLIGHTED FIELDS**

### INSTRUCTIONS FOR PROBLEM ID AND OBJECTIVES SHEETS:

10) INSTRUCTION ARE AVAILABLE ON THE PAGES.

### INSTRUCTIONS FOR ELIGIBLE DATES SHEET:

11) ENFORCEMENT PERIOD

- Enforcement must be done between March 1, 2024 to May 30, 2024 and can be conducted anytime based on the Municipal Problem ID.

### INSTRUCTIONS FOR ENFORCEMENT SHEET:

12) INSTRUCTION ARE AVAILABLE ON THE PAGES.

### INSTRUCTIONS FOR FRINGE SHEET:

13) FRINGE BENEFIT CERTIFICATION STATEMENT

For fringe benefit reimbursement, you must complete the Fringe Benefit worksheet (FRINGE). Once you complete this worksheet, the applicable fringe benefit rate will automatically be calculated on "BUDGET" sheet.

### INSTRUCTIONS FOR BUDGET SHEET:

14) A. SALARIES:

All costs will automatically calculate once the "ENFORCEMENT" sheet is completed.

B. FRINGE

All fringe costs will automatically calculate once the "ENFORCEMENT" and "FRINGE" sheets are completed.

C. INDIRECT COSTS

To increase the benefits of the limited federal funds available for individual projects, the Highway Safety Office discourages the inclusion of this cost category. However, if an agency chooses to charge their own, federally-approved indirect rate they will need to provide the HSO with a current and signed agreement.

D. EQUIPMENT

Identify all equipment to be purchased for the project. Only items specifically detailed in the budget will be eligible for reimbursement. Equipment purchased with project grant funding must be specifically used for the purpose it was acquired, throughout its useful life. Any equipment purchased through a state agency-administered project must also adhere to all state equipment control procedures.

**(NOTE: ANY EQUIPMENT FOR \$5,000 AND OVER WILL NEED ADDITIONAL NHTSA APPROVAL . A quote for any equipment requests should be included with the grant application submission).**

### INSTRUCTIONS FOR REIMBURSEMENT SHEET:

15) REIMBURSEMENT GUIDELINES:

Please adhere to these guidelines when submitting your reimbursement. The breakdown of billing periods can also be found on this sheet.

### INSTRUCTIONS FOR AUDIT REQ/CERTS & ASSURANCES SHEETS:

16) INSTRUCTION ARE AVAILABLE ON THE PAGES.

**INSTRUCTIONS FOR COMPLETING GRANT APPLICATION****NOTE: ONLY ENTER THE DATA IN YELLOW HIGHLIGHTED FIELDS****NEW GRANT APPLICATION FORM SUBMISSION INSTRUCTIONS**

**Grant applications must be submitted electronically, with electronic signatures or scanned with ink-signatures.**



**TO CREATE A PDF FILE FOR E-SIGNATURES:**

- Select all the GREEN sheets (press and hold the Ctrl key and click each sheet)
- Go to File => Print-(from the Printer drop-down) select "Microsoft Print to PDF"
- Click Print and then Save the PDF file (*filename as "Your Town Name-FY24 HRRR Speed Grant Application"*). Make sure there are at least 20 pages in your PDF file before saving it.
- Get all the e-signatures
- Email both, the signed PDF Grant Application File and the completed Excel Grant Application Spreadsheet, to **Stop-SpeedingDOT@ct.gov**.

**TO CREATE A PDF FILE FOR INK-SIGNATURES:**

- Select all the GREEN sheets (press and hold the Ctrl key and click each sheet)
- Go to File => Print
- Click Print to print the hard-copy. Make sure there are at least 17 pages in your hard-copy packet.
- Get all the ink-signatures
- SCAN the signed hard-copy to create a PDF file (*filename as "Your Town Name-FY24 High Risk Rural Roads"*)
- Email both, the signed PDF Grant Application File and the completed Excel Grant Application Spreadsheet, to **Stop-SpeedingDOT@ct.gov**.

For questions, please e-mail **keven.mcneill@ct.gov**. If your application is approved, the Governor's Highway Safety Representative will sign your project application on page 1 beneath your agency's signatures. The project application will then become a project agreement. An approval letter will be sent to your agency and copy of the executed project agreement will be sent to the project director, via e-mail.

	<b>FY 2024 HIGHWAY SAFETY PROJECT GRANT APPLICATION</b>			
	<i>CT DEPARTMENT OF TRANSPORTATION</i>			
	<i>FORM</i>	HRRR-GRANT	CFDA #	
	PROJECT NO:	0170-3700-BV		
Revision: November 17, 2023	PROGRAM AREA:	HRRR		
Expires: September 30, 2024	PROGRAM AREA DESCRIPTION:	FHWA - HRRR Speed Enforcement		
Received Department of Transportation  Highway Safety Office				
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.				
PROJECT TITLE: FY 2024 HRRR Speed Enforcement				
GOVERNMENTAL UNIT: Colchester Police Dept. / Colchester Res. Trp Office		ADDRESS OF GOVERNMENTAL UNIT: 127 Norwich Ave., Colchester, CT 06415		
APPLICANT: Cpl. Shannon Owens		ADDRESS OF APPLICANT: 127 Norwich Ave., Colchester, CT 06415		
FEIN: 06-6001974	UEI NUMBER: KT7BJANCFJJ9	ANTICIPATED PROJECT STARTUP DATE: March 1, 2024		
PROJECT DIRECTOR:	TITLE:	TELEPHONE NUMBER:		
Sgt. Adam Regnere #KC90	Admin Sergeant	860-537-7270		
		FAX NUMBER: 860-537-7252		
SIGNATURE:	ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
	127 Norwich Ave., Colchester, CT 06415	<a href="mailto:KC90@ColchesterCT.gov">KC90@ColchesterCT.gov</a>		
FISCAL OFFICER:	TITLE:	TELEPHONE NUMBER:		
Michelle Marceau	Acting CFO	860-537-7220		
		FAX NUMBER: 860-537-7252		
SIGNATURE:	ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
	127 Norwich Ave., Colchester, CT 06415	<a href="mailto:Mmarceau@ColchesterCT.gov">Mmarceau@ColchesterCT.gov</a>		
AUTHORIZING OFFICIAL:	TITLE:	TELEPHONE NUMBER:		
Bernard Dennler III	First Selectman	860-537-7220		
		FAX NUMBER: 860-537-7252		
SIGNATURE:	ADDRESS & ZIP CODE:	E-MAIL ADDRESS:		
	127 Norwich Ave., Colchester, CT 06415	<a href="mailto:Selectman@ColchesterCT.gov">Selectman@ColchesterCT.gov</a>		
<b>FOR HSO USE ONLY</b>				
APPROVED PROJECT PERIOD:	FROM: January 1, 2024	THROUGH:	May 30, 2024	
FISCAL REVIEW COMPLETED BY: (SIGNATURE AND DATE)	PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
	Keven L. McNeill			
	PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
	Joseph T. Cristalli, Jr.			
Christine Biske or Anila Hafeez	GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE AND DATE)			
REQUESTED AMOUNT: \$59,968.00	Commissioner Garrett T. Eucalitto			
ISO APPROVED S: \$0.00				
TOTAL ALLOTTED S: \$0.00				



FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>	
FY 2024 HRRR Speed Enforcement	Cpl. Shannon Owens	
	<b>PROBLEM ID</b>	<b>PAGE 1 OF 1</b>

**PROBLEM IDENTIFICATION**

**STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION:**

List proposed enforcement locations and provide a justification for each location. Include local problem identification and include data.

Examples: TIME OF DAY, ACTUAL WEEK DAY, AND LOCATIONS WHERE THE PROBLEM EXISTS

Speed Crashes			Target Goal
2020	2021	2022	Speed Crashes
82	62	53	2023
Speed Fatalities			Speed Fatalities
2020	2021	2022	2023
0	5	0	0
Speed Injuries			Speed Injuries
2020	2021	2022	2023
20	18	13	10
Speed Citations			Speed Citations
2020	2021	2022	2023
669	561	1127	936

Crash data can be obtained from the Connecticut Crash Data

<http://www.ctcrash.uconn.edu/>

**Problem Identification:**

List locations with the highest problems:
Chestnut Hill Road
Stanavage Road
Cato Corner Road
Prospect Hill Road
Comstock Bridge Road
Old Hebron Road
Waterhole Road
Taylor Road
Bull Hill Road
McDonald Road

List day(s) of the week
Sunday
Monday
Friday
Saturday

List time(s) of the day:
2:00 AM - 4:30 AM
7:00 AM - 10:00 AM
1:00 PM - 7:00 PM
8:00 PM - 11:00 PM

**2021 Statewide Statistics\*:**

- 46.7% of speed crashes occur during the weekend days of Friday through Sunday.
- 33% of fatally injured speeding drivers crashed during the hours of 3 PM to 7 PM.
- 41 % of all fatalities were speeding related.
- 41% of aggressive driving crashes occur during the weekend days of Friday through Sunday.
- 37% of fatally injured aggressive drivers crashed during the hours of 3 PM to 7 PM.
- 23% of all fatal crashes involved aggressive driving.

\* figures are preliminary and subject to change

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on combination of the following town level crash data (excluding interstates):

- Total number of fatal and injury crashes 2019-2021
- Past High Visibility Enforcement grant performance

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY 2024 HRRR Speed Enforcement	Cpl. Shamon Owens	
	OBJECTIVES	PAGE 1 OF 1
<b>OBJECTIVES</b>		
<p>Objective is to decrease fatalities and injuries as a result of motor vehicle crashes caused by Speeding on rural roadways.</p> <ul style="list-style-type: none"> <li>• The HRRR program is being offered on an expanded year-round basis and is in line with the goals and objectives as highlighted in the Connecticut Highway Safety Plan for FY2024. Funding will be used to address various circumstances in which speeding and driving within municipality is anticipated to take place on identified high risk rural roadways. In the course of discussions with police agencies, it is evident that the incident of speed driving increases at certain times of the year in addition to holiday periods; for example, shoreline communities which have an increase in population during the spring and summer months. Events such as festivals, country fairs, music concerts, sporting events, etc., all represent potential for higher incidence of speed driving on rural roads.</li> <li>• To reduce or maintain speed related crashes on identified High Risk Rural Roads during the grant period below the 3 year average (2019 - 2022).</li> </ul> <p><b>**Press "ALT"&amp;"Enter" together to insert new line</b></p>		
<p>The goal of the Town of Colchester Police Department and Colchester Resident Trooper's Office is to reduce speed related crashes and other reckless driving habits on the roads in the Town of Colchester. The purchase of four Speed Laser units will assist with enforcing various motor vehicle speed related laws. Speeding on rural roadways is a problem within the Town of Colchester, and having dedicated officers and Troopers assigned various shifts throughout the week will help limit these dangerous driving behaviors. Having opportunities to work these shifts at various hours and different days of the week will help provide excellent coverage.</p>		

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>		<b>APPLICANT</b>	
FY 2024 HRRR Speed Enforcement		Cpl. Shannon Owens	
		ENFORCEMENT	PAGE 1 OF 1
<b>WAVE 1: January 1 to May 31, 2024</b>			
Select Your Agency Category		Resident Trooper	
<p><b>8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.</b>  <b>8 HOUR SHIFTS MAXIMUM.</b></p> <p style="color: red;">Use an average rate for the overtime hourly rate. Hours per shift must be between 4 hours and 8 hours per day. Shift hours can't exceed 8 hours per officer. There are 67 patrol days available.</p>			
Planned Activity	Number of Hours	Ovt Hourly Rate	Total
Focus Patrol	8	\$74.60	\$596.80
			\$0.00
Total:			\$596.80
Number of Planned Days:			25
Focus Patrol Total:			\$14,920.00
Planned Activity	Number of Hours	Ovt Hourly Rate	Total
Checkpoint			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total:			\$0.00
Number of Planned Checkpoints:			
Checkpoint Total:			\$0.00
<b>LIST ALL PLANNED LOCATIONS AND ENFORCEMENT TYPE.</b>			
LOCATIONS	TYPE	LOCATIONS	TYPE
Chestnut Hill	Spotter/Self-Initiated	Stanavage	Spotter/Self-Initiated
Taylor Road	Spotter/Self-Initiated	Prospect Hill	Spotter/Self-Initiated
Cato Corner	Spotter/Self-Initiated	Comstock Bridge	Spotter/Self-Initiated
McDonald	Spotter/Self-Initiated	Old Hebron	Spotter/Self-Initiated
Chestnut Hill	Spotter/Non-Spotter	Cato Corner	Spotter/Non-Spotter
Taylor Road	Spotter/Non-Spotter	McDonald	Spotter/Non-Spotter
Stanavage	Spotter/Non-Spotter	Prospect Hill	Spotter/Non-Spotter
Waterhole	Spotter/Non-Spotter	Old Hebron	Spotter/Non-Spotter
Bull Hill	Spotter/Self-Initiated		
Enforcement Total:			\$14,920.00

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>	
FY 2024 HRRR Speed Enforcement	Cpl. Shannon Owens	
	<b>ENFORCEMENT</b>	<b>PAGE 1 OF 1</b>

**WAVE 1: January 1 to May 31, 2024**

Select Your Agency Category	Officer/Constable
-----------------------------	-------------------

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.  
8 HOUR SHIFTS MAXIMUM.**

Use an average rate for the overtime hourly rate. Hours per shift must be between 4 hours and 8 hours per day. Shift hours can't exceed 8 hours per officer. There are 67 patrol days available.

Planned Activity	Number of Hours	Ovt Hourly Rate	Total
Focus Patrol	8	\$61.79	\$494.32
			\$0.00

Total: \$494.32  
 Number of Planned Days: **60**  
 Focus Patrol Total: \$29,659.20

Planned Activity	Number of Hours	Ovt Hourly Rate	Total
Checkpoint			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Total: \$0.00  
 Number of Planned Checkpoints: \_\_\_\_\_  
 Checkpoint Total: \$0.00

**LIST ALL PLANNED LOCATIONS AND ENFORCEMENT TYPE.**

LOCATIONS	TYPE	LOCATIONS	TYPE
Chestnut Hill	Spotter/Self-Initiated	Stanavage	Spotter/Self-Initiated
Taylor Road	Spotter/Self-Initiated	Prospect Hill	Spotter/Self-Initiated
Cato Corner	Spotter/Self-Initiated	Comstock Bridge	Spotter/Self-Initiated
McDonald	Spotter/Self-Initiated	Old Hebron	Spotter/Self-Initiated
Chestnut Hill	Spotter/Non-Spotter	Cato Corner	Spotter/Non-Spotter
Taylor Road	Spotter/Non-Spotter	McDonald	Spotter/Non-Spotter
Stanavage	Spotter/Non-Spotter	Prospect Hill	Spotter/Non-Spotter
Waterhole	Spotter/Non-Spotter	Old Hebron	Spotter/Non-Spotter
Bull Hill	Spotter/Self-Initiated		

Enforcement Total: \$29,659.20

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>		<b>APPLICANT</b>			
FY 2024 HRRR Speed Enforcement		Cpl. Shannon Owens			
		<b>FRINGE</b>			
<b>FRINGE BENEFIT CERTIFICATION STATEMENT</b>					
<p><i>NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.</i></p>					
<p>I hereby certify that the information below is the true and accurate and authorized by the City/Town/Agency of  <b>Cpl. Shannon Owens</b>          for hours worked by personnel for the following time period:</p>					
FROM Date:		3/1/2024	TO Date:		5/31/2024
#	Actual Cost Category	Officer's Fringe Rate OVT %	Submitting for Reimbursement	Trooper's Fringe Rate OVT %	Submitting for Reimbursement
1	FICA Social Security	6.20000%	YES	0.00000%	
2	FICA Medicare	1.45000%	YES	0.00000%	
3	Workers Comp	4.33000%	YES	0.00000%	
4	Trooper Fringe	0.00000%		45.84000%	YES
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	
<b>Total Fringe Rate</b>		<b>11.98000%</b>	<b>11.98000%</b>	<b>45.84000%</b>	<b>45.84000%</b>
<b>City/Town/Agency's Chief Financial Officer or Authorized Official</b>					
<p><i>I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.</i></p>					
Name: _____			Signature: _____		
Title: _____			Date: _____		

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>		
FY 2024 HRRR Speed Enforcement	Cpl. Shannon Owens		
	<b>BUDGET</b>		
<b>BUDGET DETAIL</b>			
<b>ONLY FILLOUT THE DATA IN YELLOW HIGHLIGHTED BOXES</b>			
<b>(A) SALARIES:</b>			
<b>Category:</b>	<b>Focus Patrol</b>	<b>Checkpoints</b>	<b>Total</b>
Municipal PD	\$0.00	\$0.00	\$0.00
Resident Trooper	\$14,920.00	\$0.00	\$14,920.00
Officer/Constable	\$0.00	\$0.00	\$0.00
State Police	\$0.00	\$0.00	\$0.00
<b>Total Estimated Wages:</b>			<b>( A )            \$14,920.00</b>
<b>(B) FRINGE BENEFITS:</b>			
<b>Category:</b>	<b>Fringe Benefit Rate</b>	<b>Salary Breakdown</b>	<b>Total</b>
Municipal PD	@ 11.980000%	\$0.00	\$0.00
Resident Trooper	@ 45.840000%	\$14,920.00	\$6,839.33
Officer/Constable	@ 11.980000%	\$0.00	\$0.00
State Police	@ 45.840000%	\$0.00	\$0.00
<b>Total Fringe Benefits Costs:</b>			<b>( B )            \$6,839.33</b>
<b>(C) INDIRECT COST:</b>			
Indirect Rate	@ 0.00%	applicable to _____	\$14,920.00
<b>Total Indirect Costs:</b>			<b>( C )            \$0.00</b>
<b>(D) EQUIPMENT :</b>			
<b>List Each Item:</b>	<b>Cost</b>		
1)	_____		
2)	_____		
3)	_____		
4)	_____		
5)	_____		
6)	_____		
7)	_____		
8)	_____		
9)	_____		
10)	_____		
<b>Total Equipment Costs:</b>			<b>( D )            \$0.00</b>
<b>Grand Total Amount:</b>			<b>\$21,759.33</b>

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>		
FY 2024 HRRR Speed Enforcement	Cpl. Shannon Owens		
	<b>BUDGET</b>		
<b>BUDGET DETAIL</b>			
<b>ONLY FILLOUT THE DATA IN YELLOW HIGHLIGHTED BOXES</b>			
<b>(A) SALARIES:</b>			
Category:	Focus Patrol	Checkpoints	Total
Municipal PD	\$0.00	\$0.00	\$0.00
Resident Trooper	\$0.00	\$0.00	\$0.00
Officer/Constable	\$29,659.20	\$0.00	\$29,659.20
State Police	\$0.00	\$0.00	\$0.00
<b>Total Estimated Wages:</b>			<b>( A )      \$29,659.20</b>
<b>(B) FRINGE BENEFITS:</b>			
Category:	Fringe Benefit Rate	Salary Breakdown	Total
Municipal PD	@ 11.980000%	\$0.00	\$0.00
Resident Trooper	@ 45.840000%	\$0.00	\$0.00
Officer/Constable	@ 11.980000%	\$29,659.20	\$3,553.17
State Police	@ 45.840000%	\$0.00	\$0.00
<b>Total Fringe Benefits Costs:</b>			<b>( B )      \$3,553.17</b>
<b>(C) INDIRECT COST:</b>			
Indirect Rate	@	0.00%	applicable to _____
			\$29,659.20
<b>Total Indirect Costs:</b>			<b>( C )      \$0.00</b>
<b>(D) EQUIPMENT :</b>			
List Each Item:	Cost		
1) TruSpeed Laser	\$1,492.65		
2) TruSpeed Laser	\$1,492.65		
3) TruSpeed SXBT Laser	\$1,005.50		
4) TruSpeed SXBT Laser	\$1,005.50		
5) _____			
6) _____			
7) _____			
8) _____			
9) _____			
10) _____			
<b>Total Equipment Costs:</b>			<b>( D )      \$4,996.30</b>
<b>Grand Total Amount:</b>			<b>\$38,208.67</b>

FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>		<b>APPLICANT</b>							
FY 2024 HRRR Speed Enforcement		Cpl. Shannon Owens							
		<b>REIMBURSEMENT</b>							
<b>PROJECT EXPENDITURES ---- REIMBURSEMENT REQUIREMENTS</b>									
<p><i>NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.</i></p>									
<table border="1"> <tr> <td>Project Start Date</td> </tr> <tr> <td>January 1, 2024</td> </tr> </table>		Project Start Date	January 1, 2024						
Project Start Date									
January 1, 2024									
<table border="1"> <tr> <td>Billing Period Start Date</td> <td>Billing Period Ending Date</td> <td>Reimbursement Deadline</td> </tr> <tr> <td>January 1, 2024</td> <td>May 30, 2023</td> <td>June 30, 2023</td> </tr> </table>	Billing Period Start Date	Billing Period Ending Date	Reimbursement Deadline	January 1, 2024	May 30, 2023	June 30, 2023			
Billing Period Start Date	Billing Period Ending Date	Reimbursement Deadline							
January 1, 2024	May 30, 2023	June 30, 2023							
<ul style="list-style-type: none"> <li>• All reimbursements must be signed and dated by the sub-grantee's authorizing official.</li> <li>• Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.</li> <li>• Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty ( 30 ) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.</li> <li>• All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).</li> <li>• Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30<sup>th</sup>. Failure to do so may jeopardize your reimbursement.</li> <li>• All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.</li> <li>• Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30<sup>th</sup>.</li> <li>• Photocopies of any media coverage (if applicable) or supportive documentation can be included.</li> <li>• Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.</li> </ul>									
<div style="border: 1px dashed black; padding: 5px; margin: 10px auto; width: fit-content;"> <p><b>FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.</b></p> </div>									



FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT
FY 2024 HRRR Speed Enforcement	Cpl. Shannon Owens
	AUDIT REQ

ATTACHMENT A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES  
EFFECTIVE OCTOBER 1, 2023

**AUDIT REQUIREMENT STATEMENT:**

The town/city/agency of Cpl. Shannon Owens declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$750,000** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

**AUDIT EXEMPTION STATEMENT:**

The town/city/agency of Cpl. Shannon Owens declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$750,000** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

FY 2022 Highway Safety DUI Enforcement Program Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>	
<b>FY 2024 HRRR Speed Enforcement</b>	Cpl. Shannon Owens	
	<b>CERTS &amp; ASSURANCES</b>	<b>PAGE 1 OF 7</b>

**Certifications and Assurances for  
Fiscal Year 2024 Highway Safety Grants**

(23 U.S.C. Chapter 4; Sec. 1906, Public Law 109-59,  
As Amended By Sec. 4011, Pub. L. 114-94)

**NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

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<p>The Subgrantee—</p> <ul style="list-style-type: none"> <li>• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.</li> <li>• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;</li> <li>• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;</li> <li>• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;</li> <li>• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:  <p>“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—</p> <ol style="list-style-type: none"> <li>a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;</li> <li>b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;</li> <li>c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;</li> <li>d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and</li> <li>e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.</li> </ol> </li> </ul>		

FY 2022 Highway Safety DUI Enforcement Program Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>	
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**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
 (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

## FY 2022 Highway Safety DUI Enforcement Program Grant Application

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<p>8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>)</p> <p>9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p> <p>10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.</p> <p><u><i>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions</i></u></p> <p>(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:</p> <ul style="list-style-type: none"> <li>(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;</li> <li>(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</li> <li>(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and</li> <li>(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.</li> </ul> <p>(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>		

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PROJECT TITLE	APPLICANT	
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<p><u>Instructions for Lower Tier Participant Certification</u></p> <ol style="list-style-type: none"> <li>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.</li> <li>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.</li> <li>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</li> <li>4. The terms <i>covered transaction</i>, <i>civil judgment</i>, <i>debarment</i>, <i>suspension</i>, <i>ineligible</i>, <i>participant</i>, <i>person</i>, <i>principal</i>, and <i>voluntarily excluded</i>, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.</li> <li>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</li> <li>6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.</li> <li>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>)</li> <li>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</li> <li>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.</li> </ol>		

FY 2022 Highway Safety DUI Enforcement Program Grant Application

<b>PROJECT TITLE</b>	<b>APPLICANT</b>	
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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

(applies to subrecipients as well as States)

The Subgrantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycleists.

**CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL**

*I understand that my statements in support of this application for Federal grant funds are statements upon which the Federal/State Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



FY 2022 Highway Safety Project Grant Application

<b>PROJECT TITLE</b>		<b>APPLICANT</b>		
FY 2024 HRRR Speed Enforcement		Cpl. Shannon Owens		
		<b>SUMMARY</b>		
<b>BUDGET SUMMARY</b>				
<b>TOTAL FEDERAL BUDGET</b>	\$21,759.33	<b>FEDERAL SHARE</b>	100.00%	
<b>TOTAL MATCH BUDGET</b>	\$0.00	<b>NON-FEDERAL SHARE</b>	0.00%	
<b>FEDERAL AWARD IDENTIFIER NUMBER (FAIN):</b>		693JJ22230000ZS3ECT000T184		
<b>COST CATEGORY</b>	<b>AMOUNT</b>	<b>BUDGET SUMMARY APPROVAL</b>		
OFFICERS-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
OFFICERS-FRINGE BENEFITS @ 11.98000%	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
TROOPER-SALARIES	\$14,920.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
TROOPER-FRINGE BENEFITS @ 45.84000%	\$6,839.33	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
STATE POLICE-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
STATE POLICE-FRINGE BENEFITS @ 45.84000%	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
INDIRECT COST	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
EQUIPMENT	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
<b>TOTAL FEDERAL BUDGET</b>	<b>\$21,759.33</b>	<i>*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>		
ADJUSTMENT (if any)		<b>Adjustment Reason:</b>		
<b>APPROVED GRANT AMOUNT:</b>	<b>\$21,759.33</b>			
<b>Notes:</b>				

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE		APPLICANT		
FY 2024 HRRR Speed Enforcement		Cpl. Shannon Owens		
		SUMMARY		
<b>BUDGET SUMMARY</b>				
<b>TOTAL FEDERAL BUDGET</b>		<b>\$38,208.67</b>	<b>FEDERAL SHARE</b>	<b>100.00%</b>
<b>TOTAL MATCH BUDGET</b>		<b>\$0.00</b>	<b>NON-FEDERAL SHARE</b>	<b>0.00%</b>
<b>FEDERAL AWARD IDENTIFIER NUMBER (FAIN):</b>		693JJ22230000ZS3ECT000T184		
<b>COST CATEGORY</b>		<b>AMOUNT</b>	<b>BUDGET SUMMARY APPROVAL</b>	
OFFICERS-SALARIES		\$29,659.20	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
OFFICERS-FRINGE BENEFITS @ 11.98000%		\$3,553.17	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
TROOPER-SALARIES		\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
TROOPER-FRINGE BENEFITS @ 45.84000%		\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
STATE POLICE-SALARIES		\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
STATE POLICE-FRINGE BENEFITS @ 45.84000%		\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
INDIRECT COST		\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
EQUIPMENT		\$4,996.30	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
<b>TOTAL FEDERAL BUDGET</b>		<b>\$38,208.67</b>	<i>*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i> <b>Adjustment Reason:</b>	
ADJUSTMENT (if any)				
<b>APPROVED GRANT AMOUNT:</b>		<b>\$38,208.67</b>		
Notes:				

## MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union").

Currently the Town and the Union are governed by a Collective Bargaining Agreement (hereinafter "CBA") whereas the Union represent the Colchester Town Administrators in a contract executed on November 10, 2021 which covers the employment period of July 1, 2021 through June 30, 2024. A Collective Bargaining Agreement was executed in January 2024 which covers the employment period of July 1, 2024 through June 30, 2028. Both parties mutually agree that retroactive to January 1, 2024, Article 16, Vacations, shall be amended as follows to incorporate language as already negotiated from the 2024-2028 CBA :

### ARTICLE 16

#### Vacations

##### Section 1.

All full-time employees shall receive their vacation time on January 1<sup>st</sup> of each year based on the prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

<u>Length of Service:</u>	<u>Annual Vacation:</u>
6 months to < 1 year	7 Days
1 year to < 2 years	10 Days
2 years to < 5 years	15 Days
5 years to < 20 years	20 Days
20+ years	25 Days

Vacation time shall become available to new employees upon the six-month anniversary of hire.

The Town reserves the right to increase the number of vacation days awarded for new employees based on relevant market conditions.

For each new employee awarded additional vacation time to begin their employment, the Town will notify the Union and supply a copy of the Letter of Hire.

##### Section 2.

Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

##### Section 3.

- a. Requests for vacation in weekly increments shall be submitted for approval to the First Selectman or his/her designee in writing at least ten (10) business days in advance.
- b. Normally, individual vacation days will be requested three or more days in advance, but an employee may request such time within 24 hours' notice. In case of emergency or unusual circumstances less than 24 hours' notice may be given for vacation request.
- c. Any employee may take vacation days in conjunction with personal days, holidays, or sick leave.

##### Section 4.

Upon termination or retirement each employee will be paid for accrued vacation time at his/her current base rate of pay.

The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

**MUNICIPAL EMPLOYEES UNION  
"INDEPENDENT," LOCAL 506, SEIU**

**TOWN OF COLCHESTER**

\_\_\_\_\_  
**Theo Horesco**  
MEUI Staff Representative

\_\_\_\_\_  
**Bernie Denler**  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Town of Colchester  
Agreement to Operate a Food & Soft Drink Concession  
Colchester Recreation Complex

A. SCOPE OF AGREEMENT

This lease shall be defined as, but not limited to: The Town shall grant to the Lessee the exclusive concession stand (upper field) rights for the sale of snacks and snack food, candies, ice cream, soft drinks, popcorn, peanuts, confections of all kinds (no beer, wine, tobacco products and intoxicating liquors are permitted on Town properties), all known hereinafter collectively as "Concessions."

No concessions shall be dispensed in glass containers, at and/or within the municipally owned or operated facilities within the Town of Colchester known as "the Premises" or referred to as "Park". This Agreement requires that the Lessee shall sell Concessions (upper field) within and upon the Premises.

The Lessee shall allow organizations/businesses approved by the Recreation Director to sell novelties (non-food items) on the Premises. The Lessee shall be required to cooperate with all organizations/businesses approved by the Recreation Department, to sell food items to benefit their organizations, not to exceed 25 days per calendar year.

The Lessee may not sub-let or assign the operation of the Concession Stand without written approval of the Recreation Director.

Should the Lessee fail to provide the service as contracted, the Town of Colchester may cancel the contract with a 2-week notice. The Town may enter a temporary contract with a new company for the remaining time of the contract to ensure the appropriate services are provided.

B. ADDITIONAL OPTIONS

Lessee shall not be obligated to provide additional concession outlets outside the existing concession premises. Lessee may at the Towns concurrence provide portable concession facilities, with appropriate approvals/permits.

C. MEETINGS

Meetings shall be designated by the Town (at a place and time agreed upon mutually by the Town and the Lessee) for the purpose of discussing current operational problems, presentation of official requests for changes of schedules, prices, portions, products or policies, and other pertinent business which may arise.

D. RENTAL PERIOD

April 1, 2024, through November 31, 2024

E. INSURANCE REQUIREMENTS:

The Lessee shall maintain for the life of the Lease the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts and listing the Town of Colchester (215 Old Hebron Rd., Colchester CT) as additional insured, must be submitted at the time of award.

1. Commercial General Liability:
  - a. Limits of Liability: -Each Occurrence - \$1,000,000
  - b. General Aggregate - 2,000,000
 Including coverage for:
  - i. Products/Completed Operations.
  - ii. Lease Insurance.
  - iii. Broad Form Property Damage.
  - iv. Independent Lessees.
  - v. Personal Injury.
  - vi. Premises-Operations.
2. Worker's Compensation - Statutory
3. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.
4. The lease of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

F. DAMAGES

Lessee shall be held responsible for any damages to existing structures, systems, or equipment caused by lessee due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

G. EQUIPMENT

The Lessee may make use of any/all equipment that is installed at the facility. The Town is under no obligation to provide, repair or replace equipment. Examples of equipment that are typically available include:

- Sinks (Dish Washing & Hand washing)
- Picnic Table
- Exhaust Hood/Ansul System
- Fire Extinguisher

H. OTHER EQUIPMENT

With the prior approval of the Recreation Director, lessee may install, at his own expense, any other equipment which is necessary for the operation or desirable for efficient operation. All such equipment shall be considered personal property of the Lessee and may be removed upon the termination of the Lessee unless amounts are due and owing for damage/cleaning. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building. In doing so, Lessee shall not make any alterations to the facility without prior written approval of the Recreation Director. All requests must be submitted to the Recreation Department.

I. EQUIPMENT MAINTENANCE

Responsibility for maintaining the equipment owned by the Town will be that of the Lessee. All such equipment must be returned to the Town at the end of the lease term in the same condition (ordinary wear-and-tear is expected). The Lessee shall always maintain such equipment in good order and repair and shall renew the same when necessary. Equipment that wears out from normal usage during the period of the Concession may be replaced by the Lessee and will be the property of the Lessee.

The Lessee shall pay for all repairs and upkeep on any and all equipment owned, leased, rented or controlled by it and used by it in the sale or provision of Concessions. The Lessee accepts

the Concession Premises in the condition that the same now are in, and shall maintain the same in as good condition as the same now are in.

J. REMOVAL OF EQUIPMENT

The Lessee may, upon termination or expiration of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee except that which has been accepted by the Town as Town Property, so long as such removal does not cause damage. The Lessee shall remove all equipment from the concession premises within fifteen (15) calendar days or said equipment shall become the property of the Town. The Lessee shall leave the Premises, following such removal, in at least as good condition as the same now are in.

K. ACCESS TO PREMISES

Lessee shall have the use of the Premises solely and exclusively for the purvey of concessions. The Town shall have reasonable access to the Premises as provided hereunder in order to determine compliance with this Agreement and applicable law, to conduct unannounced periodic inspections including premises, food, and food packaging and in emergency situations, acknowledging and recognizing Lessee's right to keep the Premises secure and to be free from unreasonable interference.

L. USE OF PREMISES

The Lessee shall take every precaution against injuries to persons or damage to property. The Lessee shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Lessee and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.

M. UTILITIES

The Town shall furnish without charge, water, and electricity to be used reasonably by the Lessee. It is the obligation of the town to provide any and all piping, wiring and plumbing installations necessary for the sale of concessions. Any expansion of service shall be done with prior approval of the Recreation Director and shall meet all necessary codes. Any such installation shall become property of the town.

The Town shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the premises without prior written authorization of the Recreation Director. Written authorization shall not be unreasonably withheld unless budgetary constraints do not allow for expansion of services.

The Town shall not be obligated to supply storage facilities or other facilities or equipment other than those available within the concession premises.

N. JANITORIAL SERVICES

The Lessee will be responsible for the cleaning, picking up, disinfecting and extermination services in all areas under his control. This will include the kitchen, vending machines, and immediate surrounding areas. The Lessee shall remove or secure all equipment, supplies, materials, and trash from the immediate areas around the concession buildings or vending machine(s) and adjacent premises. Trash shall be picked up and containerized following the day's event(s). Trash and garbage disposal will be provided by the Town. Cardboard boxes must be broken up and removed by the Lessee. Lessee must keep all areas under his control, including trash and garbage storage, in a condition of cleanliness suitable to the requirements of the Chatham Health District.

O. MENU AND PRICE

The principal objective is to assure the public of satisfactory service and quality of products at reasonable rates. Food will be subject to the review of the Chatham Health Dept., their agents, assigns and consultants.

The price of all products sold on the premises shall be competitive with prices for similar products within the Town of Colchester and immediate surrounding area. All food prices shall be legibly posted by the Lessee. Lessee shall not change any merchandise price without first obtaining the approval of the Recreation Director. The Town retains the right to finally determine the pricing of concessions. If the Town does not accept the pricing, the Lessee may not sell the item or may appeal the Director's decision to the Parks and Recreation Commission. The decision of the Parks and Recreation Commission shall be final.

P. HOURS OF OPERATION

The Lessee shall use its best efforts to satisfy the reasonable demands of the patrons. Starting in April 1 until mid-November, the premises shall be open for service to the public. The hours set forth are minimum standards and may be expanded upon by the Lessee. Service hours are not to exceed the 11 p.m. curfew of park. The Lessee may not vary from the minimum standards set forth without the express written approval of the Recreation Director, for good cause shown. Hours of operation shall be legibly posted by the Lessee. The Town expressly reserves the right to reasonably require that concession services be made available at all scheduled events. The Town shall provide a schedule to the Lessee for the activities scheduled for the Premises. Said schedule shall be provided two weeks prior to the first event at which Lessee shall offer Concessions. It is the lessee's responsibility to check schedules at the Parks & Recreation office and with the different youth and adult leagues for additions, changes, cancellations, and make-up days.

Q. PERSONNEL

Lessee will, at all times, maintain an adequate staff of employees for the efficient operation of the business. The Lessee shall be a "Qualified Food Service Operator" (QFO) or shall have an employee on-site who is a "Qualified Food Service Operator" (QFO). Proof of Qualified Operators credentials shall be submitted to the Recreation Director. All employees, including the Lessee, will have a background check completed prior to employment and working at the concession stand. All fees associated with said background check are the responsibility of the Lessee. Background checks will meet the State of CT Office of Early Childhood requirements, as stated: <https://www.ctoec.org/background-checks/>. All employees of the Lessee shall be dressed in neat and clean attire. The Lessee shall employ only competent and satisfactory workers. Whenever the Town shall notify the Lessee in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person shall be discharged and shall not again be employed without the consent of the Town. All employees must meet requirements of Labor Laws.

Upon awarding of lease, selected Lessee must submit job resume of on-site manager/operator and demonstrate period satisfactory skills in food handling and expedient service to park customers.

The Lessee agrees to conduct concession sales in a clean, healthful, and orderly manner and shall have a responsible adult supervisor working at all times.



R. LICENSES & PERMITS

Any and all food service/sales must comply with applicable state and local health and licensing laws. The Lessee shall comply with all federal state, county and city laws, rules and regulations relating to the physical condition of the Premises, food service sanitation, licensure, and operation of Lessee's activities hereunder.

- S. References: Lessee must supply three (3) references where similar work was performed within the last 5 years.

T. SECURITY DEPOSIT

The Lessee shall post a security deposit in the amount of \$500, payable to the Town of Colchester, with the proposal, conditioned to provide that the Lessee shall be liable for any and all damage caused by use or operation of the facility, or the removal of equipment.

U. AUDITS

The Town shall have the authority to audit, examine and copy the Lessee's books and records and books related to performance of this agreement. Such audits shall be supervised by the Town Finance Manager and shall be made as he/she deems necessary to protect the Town.

V. ACCOUNTING RECORDS

The Lessee shall make available to the Town copies of his federal income tax return and accountant's report when and if requested.

END OF AGREEMENT

## TOWN OF COLCHESTER

### NOTICE OF RISK, WAIVER, AND INFORMED CONSENT

For and in consideration of the TOWN OF COLCHESTER, CONNECTICUT (the "Town") allowing the undersigned ("Participant") to use and access the [redacted] (the "Facility") located at/on [redacted] for participation in [describe group hosting] (collectively, the "Activities"), the undersigned, for myself, spouse, child(ren), heirs and next of kin, hereby acknowledge and attest that I have reviewed this Notice of Risk, Waiver, and Informed Consent (the "Notice"), and agree to its terms as follows:

#### INFORMATION ABOUT THE FACILITY AND THE ACTIVITIES

The Activities will consist of the use of the Facility for participation in [redacted] that is being run by [redacted]. The Activities include [redacted]. The Facility contains [redacted]. There are numerous risks and dangers associated with the Activities and the Facility, included those described under "Assumption of Risk" below.

#### ACKNOWLEDGMENTS, WAIVER, AND INFORMED CONSENT

By signing below, the undersigned attests to have read this Notice, including the Information About the Facility and the Activities, and acknowledges that the undersigned understands the risks associated with the Facility and the Activities as a result of use of the Facility and participating in the Activities. By signing below, the undersigned further warrants and agrees to the following:

1. I have been given ample opportunity to review this Notice and understand the contents herein. I acknowledge that use of the Facility and participation in the Activities is voluntary and optional. I further acknowledge that [redacted] is sponsoring/running the Activities and that the Town has is not running, sponsoring, hosting, endorsing or supervising the Activities.
2. I agree to abide by all Town policies, procedures and protocols regarding use of the Facility, including, but not limited to, policies that prohibit use of the Facility by any individual who has contagious illnesses, including COVID-19, or symptoms thereof; and any specific rules governing the use of the Facility and participation in the Activities, including any rules posted at the Facility, which may change from time to time.
3. I hereby attest that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
4. If the Participant is a minor child, I hereby attest that (i) I am the parent or legal guardian of such minor child and in signing below, (ii) I consent to my child's use of the Facility and participation in the Activities in accordance with the terms stated herein, and (iii) I attest that my child is in good health and in proper physical condition to participate in the Activities, that I have not been advised of any medical conditions that would impair my child to safely participate in the Activities, and that it is my sole responsibility to determine whether my child is fit and healthy enough to participate in the Activities.
5. **Assumption of Risk**. I fully understand that use of the Facility and participation in the Activities involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; Facility issues, situations beyond

the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers, including those related to COVID-19 and/or other contagious illnesses. I acknowledge that the Town does not provide a staffing, supervision, instruction, or assistance for the use of the Facility or participation in the Activities. Despite these dangers, I am voluntarily choosing to use the Facility and participate in the Activities. In consideration for being allowed to use the Facility and participate in the Activities, I fully ASSUME ALL RISKS, inherent and otherwise, whether or not described above, in connection with the use of the Facility and participation in the Activities.

6. **Waiver and Release.** In addition to the above assumption of risk, I expressly release and forever discharge and hold harmless the Town, any of the members of any of its boards, officials, employees, agents, contractors and/or assigns from all liability or claims that I or my heir may have against the Town, members of its boards, officials, employees, agents, contractors and/or assigns (each, a “Released Party” and collectively, the “Released Parties”) with respect to any bodily injury, personal injury, illness, death, property loss or other harm or issue that may result from the use of the Facility and/or the Activities. These agreements of assumption of risks and waiver do NOT apply against a Released Party if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of such Released Party and do not include the negligence or any other act or omission by any other person or entity (such as other attendees or other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.
7. **Indemnification and Hold Harmless.** I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to the my use of the Facility or participation in the Activities, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS NOTICE OF RISK, WAIVER, AND INFORMED CONSENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.**

\_\_\_\_\_  
Participant’s Printed Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian If Participant is Under 18

\_\_\_\_\_  
Date

**LEASE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

by and between \_\_\_\_\_  
herein after called the "Lessee", and the Town of Colchester.

WITNESSETH, that the Lessee and the Town of Colchester for the contracted sum of \$300, Three Hundred Dollars, per month beginning April 1, 2024, and ending November 31, 2024 and considerations stated herein mutually agree to provide as described in the Operation of a Food & Soft Drink Concession Agreement, Colchester Recreation Complex and submitted response by the lessee.

Article 1. Statement of Work: The Lessee shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and service and perform and complete in an efficient, safe, and workmanlike manner all work required for the Professional services in strict accordance with the Lease Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. It is recognized that the general and specific scope of the project is outlined within the Agreement documents.

Article 2. The Lease Price: The Lessee will pay the Town of Colchester a rental fee for the use of the Lease in current funds for the total amount stipulated in the Agreement for the exclusive use of the Concession Stand at the Colchester Recreation Complex in the amount of \$300 per month.

Article 3. Lease Documents:

A. The executed lease documents shall consist of the following:

- The Agreement
- Resume/Certifications of staff
- Signed Liability Waiver
- Menu with prices
- Hours of Operation
- Deposit
- Lessee References

B. Prior to opening for business, the Lessee must submit the following documents to the Recreation Director:

- All Insurance as stated in Section D
- Qualified Food Service Operator certification
- Chatham Health Food Service License

THIS AGREEMENT, together with other documents enumerated in this Article 3A, which said other documents are as fully a part of the Lease as if thereto attached or herein repeated, form the Lease between the parties thereto. In the event that any provision in any component part of this Lease conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated. While contract is valid, concession stand may not open for business until Article 3B has been satisfied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Lessee:  
Attest \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

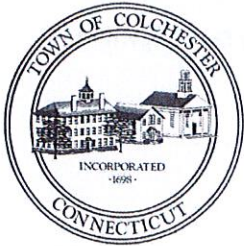
Certification of Corporate Lessee

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee herein; that \_\_\_\_\_ who  
signed this Agreement on behalf of the lessee, was then \_\_\_\_\_ of said corporation; that  
said Agreement was duly signed for and on behalf of said corporation by authority of its  
governing body and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporation)



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

Website: [www.colchesterct.gov](http://www.colchesterct.gov)

**Date:** February 8, 2024

**To:** Colchester Board of Selectmen

**From:** Jay Gigliotti, Norton Park Project Consultant

**RE:** CT DECD OBRD Municipal Grant Program Application Round 19 - Norton Mill Project

In 2016, the Town of Colchester was awarded \$518,000 for environmental remediation at the former Norton Paper Mill located at 139 Westchester Road. These funds were awarded through the CT Department of Economic and Community Development (CT DECD), by way of the Remedial Action & Redevelopment Municipal Grant Program. The property was acquired by the Town from the former operators of the mill, with the goal of converting the property to a public Town park. From the point the funds were awarded, until approx. 2020, environmental investigation and remediation design were accomplished. However, the project stalled at this time and costs quickly escalated, rendering the original 2016 awarded funds, insufficient to complete the project.

The Planning & Zoning Department took the project over in 2021 and since that time, the department has been trying to address funding shortfalls, while keeping the 2016 funds active. Of the original 2016 awarded, approx. \$240,00 remains available for this project. The most recent cost estimate, prepared by the Town's consultants, values the complete scope of work to remediate the site at \$2.1 Million.

Unsuccessful attempts to secure additional funding for the escalated costs occurred in September of 2022, April 2023 and September 2023, by way of grant applications from the same program that awarded the 2016 funds. In September of 2023, the Planning Department applied to the CT DEEP CERCLA 128(a) program for \$250K to provide supplemental funding for the project. Applicants to the CERCLA program are expected to receive notice of awards in February. In October of 2023, the CT Bond Commission authorized a bond for the project in the amount of \$500K. The funding request for this grant round will be less than the previous attempts a result of the authorized bond and the hopeful award of the CERCLA program grant.

Colchester's CT DECD Office of Brownfield Remediation and Development (OBRD) Municipal Grant Program Round 19 application will be in the amount of \$1,125,700 and is due to be submitted on or before March 1, 2024.

**Recommended Motion:**

The Colchester Board of Selectmen move to adopt a resolution allowing the First Selectman to execute all required documents associated with the CT DECD OBRD Municipal Grant Program Round 19 application in support of environmental remediation of the former Norton Paper Mill located at 139 Westchester Road.

Attach: CT DECD OBRD Municipal Grant Program Round 19 Announcement

**Office of Brownfield Remediation and Development**  
**Municipal Grant Program – Remediation**  
**Notice of Funding Availability (NOFA)**

*January 5, 2024*

Round 19RG (Remediation & Limited Assessment Grant)

**Announcement:** The [Office of Brownfield Remediation and Development](#) (OBRD) of the Dept. of Economic and Community Development (DECD) would like to announce the availability of funding under the Municipal Brownfield Grant Program (Remediation and Limited Assessment) and is inviting applications for the same. The purpose of the Municipal Grant Program as per [C.G.S Section 32-763](#), is to provide grants for brownfield remediation and redevelopment. Additional program goals include encouraging public-private partnerships, leveraging the maximum amount of private funds to increase the economic impact of the State’s investment, reactivating long-stalled sites, and encouraging job creation.

OBRD has also simultaneously announced the availability of funding under the Targeted Brownfield Development Loan and the Assessment-only Grant Program. The total funding pool available for all DECD Round 19 notices is up to \$25 million. The review and decision process for all programs will be simultaneous.

**“Brownfield” Definition:** As per [C.G.S Section 32-760](#), “Brownfield” means any abandoned or underutilized site where redevelopment, reuse or expansion has not occurred due to the presence or potential presence of pollution in the buildings, soil or groundwater that requires investigation or remediation before or in conjunction with the redevelopment, reuse or expansion of the property.

**Maximum Request Per Application:** Grants of up to \$4,000,000 per application. Minimum requested grant amount - \$200,000. Applicants are welcome to submit separate applications for multiple projects/sites.

**Application Process:** Applicants are required to fill out the Grant Round 19RG Application available on the [Grant Program Webpage](#). The Application has two separate sections – Part A: Threshold Eligibility Section and Part B: Project Details. Applications may be denied funding after review of Part A of the Application Form.

All application submittals (along with attachments) shall either be:

1. Uploaded to a DECD SharePoint folder [**PREFERRED METHOD**]
  - a. Applicants must request a SharePoint link by emailing [brownfields@ct.gov](mailto:brownfields@ct.gov)
  - b. Include Applicant & Project Name and Program Code (19RG) in subject line.
  - c. Recommended to make folder request by noon on Wed, February 28, 2024

**OR**

2. Emailed to [brownfields@ct.gov](mailto:brownfields@ct.gov)
  - a. Include Applicant & Project Name and Program Code (19RG) in subject line.

**Application Due Date:** The Application Form will be accepted until **noon** on Friday, March 1, 2024. An email will be sent to applicants to confirm receipt of the form and application package.

Questions related to the NOFA that are not included in the FAQ document should be emailed to [Brownfields@ct.gov](mailto:Brownfields@ct.gov) by Wednesday, January 31, 2024. Any FAQ addendum that includes responses to

additional questions not covered in the current FAQ document will be posted on the OBRD website by Friday, February 2, 2024.

All Applicants for funding under this Round 19RG NOFA should tentatively expect to receive clarification questions via email or requests for meetings in April and May 2024. Awards are tentatively scheduled to be announced in May / June 2024.

**Eligible Applicants:** A Municipality as defined by [C.G.S Section 32-760 \(12\)](#); Economic Development Agency, as defined by [C.G.S Section 32-760 \(6\)](#); and Connecticut Brownfield Land Banks, as defined by [C.G.S Section 32-760 \(22\)](#). Entities responsible for the contamination are ineligible. All applicants must provide proof of access to the site, site control or path to site control.

**Source of Funding:** State Bond Commission allocation of \$35 million (December 15, 2023 / Item #7). Round 19 will be funded with \$25 million from this allocation.

**Enabling Statutes:** [C.G.S. Section 32-763](#)

**Eligible Uses of Funds:** Costs associated with the investigation, assessment, remediation and development of a brownfield, including but not limited to: soil, groundwater and infrastructure investigation; assessment; remediation; abatement; hazardous materials or waste disposal; long-term groundwater monitoring or monitoring for natural attenuation; other forms of institutional controls; attorneys' fees (non-DECD contract related), planning, engineering and environmental consulting; building and structural issues (including demolition, asbestos abatement, PCB removal, contaminated wood or paint removal and other infrastructure remedial activities).

**Public-Private Partnership:** DECD hopes to encourage public-private partnerships with this NOFA offering. Remediation-redevelopment partnerships between eligible Applicants and private developers can help with arriving at cost-effective remediation solutions. In addition, the economic development impacts with such projects are assured.

DECD will be willing to structure the Assistance Agreement (DECD Contract) to enable a pass-through of the grant from eligible entities to private partner entities, as long as all participating partners are willing to accept DECD's collateral terms and property restrictions including mortgage liens, unlimited corporate/personal guaranty, negative pledge and/or use restriction (as applicable, on a case-by-case basis). More details about the collateral terms and property restrictions are provided below.

**Threshold Requirements:** Applicants will need to demonstrate the following to be eligible to apply for the program:

- Proof that the site is a brownfield as per [C.G. S. Sec. 32-760](#).
- Proof that the Applicant and potential development partner(s) have no direct or related liability for the conditions of the brownfield.
- Proof that the Applicant or potential development partner has access or will have access to the property, site control or path to site control.
- Proof that the potential development partner is registered to do business in the State of CT and is in good standing – no pending lawsuits, liens filed or tax arrears.
- If the redevelopment project has a housing component, proof that it will comply with DECD's Affordable Housing policy (described below).



**Application Review and Award Criteria:** The following criteria will be used to score the applications.

<b>Shovel-readiness/Project Merits</b>	Remediation plan completeness
	Presence of developer/Public-private partnership
	Redevelopment plan completeness
<b>Economic and Community Development Impact</b>	Project is located in a distressed municipality, as defined in <a href="#">C.G.S. Section 32-9p</a>
	Project is in Opportunity Zone
	Commitment to Environmental Justice goals
	Increase in property value/ Tax contribution to municipal tax base
	Job creation (permanent full-time equivalent FTE; direct and indirect)
	Supports the industrial sectors identified in the DECD/Advance CT economic development strategy - Advanced Manufacturing; Aerospace & Defense; Bioscience & Healthcare; Film, TV, Digital Media; Financial Services; Green Energy; Insurance; Technology & Innovation
	Supports production of renewable energy including wind, solar, hydro power, geothermal, biomass/biofuel; clean Hydrogen manufacturing; fuel cell installation and/or energy storage.
	Incorporation of green building design (geothermal, solar panels, green roofs, energy star windows and equipment etc.) and resiliency features to address climate change and reduction of carbon footprint.
Supports other DECD initiatives – affordable*/workforce/middle and/or mixed-income housing, transit-oriented development, proximity to transit, reuse of historic property/mill, tourism supportive, and/or urban food desert solutions (*see affordable housing policy below)	
<b>Financing</b>	Applicant/Developer partner contribution/share
	Private leverage of DECD funds
<b>Applicant Experience</b>	Applicant experience with completing similar projects on-time and within budget

**Prevailing Wage Rules Affecting DECD Projects:** All projects will have to be consistent with the requirements of [C.G.S Section 31-53c](#) and [C.G.S. Section 31-53](#). The applicability of prevailing wage as per the statutes is dependent on various factors including, but not limited to, the amount of cumulative DECD funding received for the proposed project/project site over the years, the entity entering into the grant contract with DECD, the funding sources for the overall project, the entity that will be holding the construction contract (primary recipient versus a private entity), the nature of the improvements (public versus private), and the nature of the end uses (public versus private).

For a formal DOL determination on the applicability of the prevailing wage rates for your project, please contact Mary Toner, Wage Enforcement Agent, Public Contract Compliance at the CT Dept. of Labor ([mary.toner@ct.gov](mailto:mary.toner@ct.gov); 860.263.6606).

**Collateral Requirements:** The Applicant will need to provide a completion guarantee or a mortgage lien on the property so that the State/DECD can recoup the funding in case the proposed redevelopment project cannot be completed. If the property/project site belongs to the Applicant's private development partner, the Applicant's partner (or partner entity) will need to provide the collateral. This collateral will be held by DECD/State until the redevelopment project is completed.

If the plan is to transfer the project site to a private development partner after the remediation project is completed, the mortgage lien (or guarantee) will have to be assumed by the private partner (partner entity or new owner) during property transfer and will be in place until the redevelopment project is completed.

**Negative Pledge and Use Restriction Covenants:** DECD will require the Applicant, or the Owner of the Property at the time of the DECD Contract execution, to execute a Negative Pledge that the project site shall not be sold, leased, transferred, assigned, or in any way encumbered or otherwise disposed of without first obtaining the written consent of the Commissioner (except if the transfer is from the Applicant to the Private Partner) for a period of ten years.

DECD will also be requiring the Applicant, or the Owner of the Property at the time of the DECD Contract execution, to covenant and agree that the project property shall be used for the purposes described in the Application for a period of ten years.

Both the Negative Pledge and Use Restriction Covenant will be recorded on the land records

**Special Note for Projects Seeking CHFA/DOH Funds:** If the applicant is simultaneously seeking and waiting on CHFA/DOH financing, DECD will only provide a conditional award pending CHFA and DOH approvals. The conditional award will expire in a year or after the CHFA and/or DOH funding announcement, whichever occurs earlier.

**DECD Affordable Housing Policy (as of July 20, 2022):** If the project involves a net addition of 10 or more residential dwelling units for rent, a portion of those units must be deed-restricted for 30 years to be offered at below-market rent. If the project involves a net addition of 10 or more residential dwelling units for sale, some of those units must be deed-restricted in perpetuity to be offered for sale at below-market price. Applicants may choose whether to provide 10% of units affordable to households making 50% of the area median income (AMI), or 20% of units affordable to households making 80% of AMI. Affordable unit rent may not exceed 30% of the criteria AMI, and affordable unit sale price may not exceed an amount that would lead to expected monthly housing costs exceeding 30% of the criteria AMI. Expected monthly housing costs are the expected sum of monthly property taxes, 30-year mortgage payment assuming 3% down payment and prevailing interest rates, and any common charges.

Units must be on-site, the unit sizes and finishes must be comparable to market-rate units, the unit bedroom counts for affordable units must be in the same proportion as market-rate units, and the affordable units must be distributed evenly throughout the market-rate units. If construction is phased, affordable units must be constructed as proportionally as is feasible in each phase. Affordable units must use the same building access as market-rate units and have comparable access to building amenities.

The DECD Commissioner may approve projects not in compliance with the above policy following a written request with detailed justification from applicant.

**Application Page limit (excluding attachments):** DECD encourages all applicants to be succinct with their responses to the questions. DECD will only accept responses to the questions included in the space provided within the forms. Material presented outside of the forms may not be reviewed. Incomplete applications will be rejected. Please make sure to label attachments as per instructions on form.

**Schedule Summary:**

<b>Presentations and Walk-in Teams Meeting<sup>1</sup> (see below for call-in info)</b>	
Wed, Jan 17, 2024 (9 – 10AM)	<b>Topic:</b> What’s new in Round 19 – Remediation/Limited-Assessment Grant & Loan Program Highlights
Wed, Jan 24, 2024 (9 – 10AM)	<b>Topic:</b> What’s new in Round 19 – Assessment-Only Grant Program Highlights
Wed, Jan 31, 2024 (9 – 10AM)	<b>Topic:</b> BAR Planning Round 4 Program Highlights
Wed, Feb 7, 2024 (9 – 10:30 AM)	<b>Topic:</b> Building your Redevelopment Project Capital Stack (a presentation from other public funding programs)
<b>Questions on the NOFA</b>	
Wed, Jan 31, 2024	Deadline for questions to DECD on this NOFA
Fri, Feb 2, 2024	Posting of FAQ Addendum (if any) on OBRD’s Website
<b>Application Deadline</b>	
Wed, February 28, 2024 @ noon	Request for SharePoint folder (see <i>Application Process</i> )
Friday, March 1, 2024 @ noon	Deadline to submit or upload Application Package
<b>Round 19 Award Announcement</b>	
May / June 2024	Award Announcements (tentative)

<sup>1</sup>**Microsoft Teams Walk-in Meetings:** The session will begin with a brief topical presentation followed by time for questions and answers.

[Click here to join the Teams meeting](#) on your computer or mobile app.

**Or call in (audio only)** 1.860.840.2075; **Phone Conference ID:** 634-967-143#

**For questions:** Please send email to [brownfields@ct.gov](mailto:brownfields@ct.gov) (preferred) or contact the dedicated OBRD hotline number at 1.860.500.2395.

**OBRD Website:** For info on all opportunities and programs, visit, [www.ctbrownfields.gov](http://www.ctbrownfields.gov).

**Campaign Contribution Restriction Notice:** This is a notice in case you are successful in receiving a grant award. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to any Agreement with DECD represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

*Disclaimer: DECD reserves the right to amend or cancel this NOFA, to modify or waive any requirement, condition or other term set forth in this NOFA or the program application, to request additional information at any time from one or more applicants, to select any number of applications submitted in response to this NOFA, or to reject any or all such applications, in each case at DECD's sole discretion. DECD may exercise the foregoing rights at any time without notice and without liability to any applicant or any other party. Applications to this NOFA shall be prepared at the sole expense of the applicant and shall not obligate DECD to procure any of the services described therein or herein from any applicant. DECD shall not be obligated to any applicant until a final written agreement has been executed by all necessary parties thereto and all applicable approvals have been obtained. As such, any funds expended by the applicant prior to these approvals will be done so entirely at the risk of the applicant.*

**LETTER OF INTENT**

February 12, 2024

The Honorable Bernie Dennler  
First Selectman  
127 Norwich Avenue  
Colchester, CT 06415  
selectman@colchesterct.gov

**Re: Renewable Energy Projects on Colchester-Owned Properties**

Dear First Selectman Dennler:

Silver Brook Solar, LLC (“Silver Brook”) is pleased to provide this Letter of Intent (“LOI”), effective as of the date signed below (“Effective Date”), setting forth the terms and conditions upon which the Town of Colchester (“Municipality”), if it agrees, would enter into Lease Agreements, Tax Agreements, and other pertinent agreements (together, the “Definitive Agreements”) that would allow Silver Brook to develop, own, and operate, renewable energy projects at the following locations: 89 Old Amston Road (Parcel ID: 06-06/041-000), Colchester, Connecticut; 0 Old Amston Road (Parcel ID: 06-06/042-000), Colchester; and 0 Church Street (Map Block Lot: 09-13), Hebron, Connecticut (“Projects”).

The terms and conditions of this Letter of Intent (“LOI”) are as follows:

1. Transaction. Municipality will provide Silver Brook with the right to investigate and pursue the feasibility of developing, constructing, owning, and operating the Projects (“Due Diligence”). Due Diligence shall include but is not limited to securing Projects interconnection to the transmission and/or distribution grid, securing approval from the Connecticut Siting Council and the Connecticut Department of Energy and Environmental Protection to construct the Projects, and being selected in an Eversource and/or Connecticut renewable energy RFP or auction. Silver Brook shall be responsible for all costs and expenses for Project Due Diligence. Municipality shall cooperate with Silver Brook as needed to conduct the Due Diligence.

2. Definitive Agreements. The obligation of Silver Brook to provide Municipality with the Definitive Agreements is conditioned on Silver Brook determining, in its sole discretion, if the Projects are feasible to develop, own, and operate and is financially viable. Both parties must agree to the Definitive Agreements if they are to be executed.

3. Term and Termination. The length of this LOI shall be three years (the “Term”). If Silver Brook receives an award for the Projects in a State Clean Energy Program (including, but not limited to, the Non-Residential Renewable Energy Solutions Program by the Connecticut Public Utility Regulatory Authority or the Request for Proposals from Private Developers for Energy Storage by the Connecticut Department of Energy and Environmental Protection), then Silver Brook may extend the Term of the LOI for an additional year (“Extended Term”). The

parties may agree to execute the Definitive Agreements at any time before the Term or Extended Term expires.

4. Non-Circumvention. During the Term or Extended Term of this LOI, Municipality shall not enter into discussions with any potential third party or company for the Projects or another project on the properties described herein to which the third party or company would be responsible for developing, owning, operating, constructing and/or financing the Projects. If such an agreement is finalized, the parties agree that a breach of this section shall be a material breach of this LOI entitling Silver Brook to damages, including but not limited to lost profits, loss opportunity, and out-of-pocket expenses.

5. Applicable Law. This LOI shall be governed by and construed by Connecticut law without referencing its principles of conflicts of laws.

Please sign below if this LOI is agreeable to the Municipality.

Very sincerely yours,

\_\_\_\_\_  
Erik Nelson  
Managing Member  
Silver Brook Solar, LLC

AGREED AND ACCEPTED:

TOWN OF COLCHESTER

\_\_\_\_\_  
The Honorable Bernie Dennler  
First Selectman  
Town of Colchester

Date Signed: \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement (“Lease Agreement” or “Agreement” or “Lease”) is made and dated as of this \_\_\_\_ day of February 2024 (the “Effective Date”) by and between the TOWN OF COLCHESTER (“Landowner”) and SILVER BROOK SOLAR, LLC, a Connecticut limited liability company (“Lessee”).

1. **Basic Provisions.** The following terms used in this Lease have the meanings set forth below:

<b>1.1</b>	“Property” “Project Premises”	<p><u>Property</u>: That certain piece or parcel of real property located at 89 Old Amston Road (Parcel ID: 06-06/041-000), Colchester, Connecticut consisting of approximately 73 acres and 0 Old Amston Road (Parcel ID: 06-06/042-000), Colchester, Connecticut consisting of approximately 9 acres and 0 Church Street (Map Block Lot: 09-13), Hebron, Connecticut consisting of approximately 17 acres all being more particularly described and depicted in <u>Exhibit A</u> attached hereto and made a part hereof.</p> <p><u>Project Premises and Final Site Plan</u>: That certain portion of the Property where the Solar Energy Project, defined below, shall be located, shown, and depicted on <u>Exhibit B</u> attached hereto and made a part hereof, subject to the provisions of Section 3.2.1.1.</p>
<b>1.2</b>	“Development Period”	The period of time commencing on the Effective Date and expiring on the first to occur of (i) 365 days after the Effective Date or 365 days after each extension of such period, if any, if duly elected per <u>Section 4.1</u> , or (ii) the Commercial Operation Date defined in <u>Section 1.7</u> .
<b>1.3</b>	“Development Period Payment”	A payment in the amount of (i) \$1 for all or any portion of the initial 365 days of the Development Period, (ii) \$1 for all or any portion of the First Extension of the Development Period, if elected, and (iii) \$1 for all or any portion of the Second Extension of the Development Period, if elected, and other considerations, as further described in and payable under <u>Section 5.1</u> .
<b>1.4</b>	“Solar Energy Project”	The solar energy generation facility at the Property with an installed solar capacity of up to 5 MW AC on the Project Premises, along with solar energy transmission and storage and all ancillary rights, activities, and facilities needed for all investigation, construction, access, operation, maintenance, and decommissioning thereof, including, without limitation the Solar Energy Purposes and the Solar Energy Project described in <u>Section 3</u> .

1.5	“Operating Fees”	<u>Operating Fees</u> : The annual amount of \$15,000 per MW DC of the Solar Energy Project that is payable annually per the terms and conditions of <u>Section 5.2</u> .
1.6	“Term” “Initial Term” “Renewal Term”	<p><u>Term</u>: The Development Period, Initial Term, and any duly elected Renewal Term(s).</p> <p><u>Initial Term</u>: The twenty-year (20-year) period commencing upon the Commercial Operation Date defined below.</p> <p><u>Renewal Term</u>: Each of up to two (2) terms of five (5) years each that Lessee may elect per the terms and conditions of <u>Section 4.2</u>, each of which shall commence on the day following the expiration of the Initial Term or prior duly elected Renewal Term, as the case may be.</p>
1.7	“Commercial Operation” and “Commercial Operation Date”	<p><u>Commercial Operation</u>: Satisfaction of all of the following milestones: (i) all necessary licenses, permits, and approvals under applicable law for the installation and operation of the Solar Energy Project have been obtained, (ii) the Solar Energy Project has been installed per applicable law and are connected to the utility distribution system, (iii) the Solar Energy Project is ready and able to generate, supply and transmit electricity to and through the utility distribution system continuously, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular, daily operation of the Solar Energy Project, and (v) the local electric distribution utility has approved interconnection with its distribution system to allow regular, daily operation of the Solar Energy Project.</p> <p><u>Commercial Operation Date</u>: The date on which the Solar Energy Project receives the permission to operate (“PTO”) letter from the local electric distribution company.</p>

2. **Lease and Confirmation**. For good and valuable consideration, the receipt and sufficiency of which are now acknowledged by Landowner, Landowner now leases to Lessee, and Lessee now leases from Landowner, the Project Premises together with and including all appurtenant rights, easements and other rights and privileges set forth herein in and to the Property.

3. **Purpose of Lease; Permitted Uses; Additional Provisions**.

3.1 **Purpose of Lease**. The agreement created by this Lease is solely to investigate the feasibility of, developing, constructing, operating, and maintaining the Solar Energy Project, including, without limitation, solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical power converted from solar energy, storage of energy, and all other ancillary activities and necessary rights related to the foregoing (said purposes being referred to herein as the “Solar Energy Purposes”).



### **3.2 Permitted Uses of Property and Project Premises by Lessee.**

Commencing on the Effective Date, Landowner grants to Lessee, under the terms and conditions of this Lease, the exclusive rights to do the following, without limitation, on, in, over, under, to, and through the Property and the Project Premises all at Lessee's sole cost and expense:

**3.2.1** Perform such inspections and investigations on, of and throughout the Property, including bringing measuring and other such equipment onto the Property for Lessee's use in performing such inspections and investigations, as Lessee deems necessary for evaluating the suitability of the Property for the Solar Energy Project, including, without limitation, (i) performing studies of solar intensity, environmental, archaeological, meteorological and geologic conditions, (ii) determining and evaluating zoning and title conditions and restrictions, (iii) extracting water and soil samples, conducting soil borings and establishing monitoring wells, (iv) performing geotechnical tests, and (v) conducting or ordering such other tests, studies, inspections, surveys and analysis of and throughout the Property, as Lessee deems necessary, useful, or appropriate, in its sole discretion, for the Solar Energy Purposes (all of said activities and inquiries are collectively referred to herein as the "Investigations").

**3.2.1.1 Identification of Solar Energy Project Location (Final Site Plan).** Based on its Investigations and other factors, Lessee shall determine the location on the Property that it deems necessary and most feasible and optimal for the Solar Energy Project to be shown in the Final Site Plan, provided that the Solar Energy Project (defined below) shall be within the Project Premises shown in Exhibit B attached hereto and made a part hereof (except that the Interconnection Facilities defined below are permitted on the Property outside of the Project Premises, as described in Sections 3.2.2(c) and 3.3, below). Lessee and Landowner acknowledge and agree that except as otherwise provided in this Lease, Landowner shall approve the Final Site Plan. Lessee has no rights to locate the Solar Energy Project elsewhere on the Property without Landowner's prior written consent and approval. **Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall after that enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.**

**3.2.2** Develop, construct, erect, install, access, operate, use, maintain, repair, reinstall, replace, relocate, reconstruct, and remove from time to time, the Solar Energy Project as defined in subsections (a) through (d) of this Section 3.2.2 as follows (collectively referred to herein as the "Solar Energy Project"), and perform all site preparation and clearing determined by Lessee to be necessary or desirable, therefore:

(a) Meteorological and solar irradiation measuring equipment, including but not limited to all necessary and proper appliances and fixtures for use in connection with said equipment, to determine the feasibility of solar energy conversion;

(b) Solar panels or modules, steel towers, foundations, and concrete pads, support structures, footings, anchors, fences, inverters, pad-mounted transformers and other fixtures, facilities and equipment, maintenance, security, office and guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large

solar panel or module installations, energy storage facilities and equipment, control buildings, laydown areas, and related facilities and equipment;

(c) Equipment and facilities required or reasonably necessary or useful for the gathering and transmission of electrical energy, for an electric distribution system and/or for communication purposes (excepting cell phone towers which shall not be permitted), including, without limitation, electrical wires, cables, poles, guys, braces, conduits, transformers, transformer pads, pedestals, meters, fixtures and other such appurtenances, any of which may be placed overhead on included appurtenant support structures, existing or to be installed, or underground, and one or more substations or interconnection or switching facilities (all such equipment and facilities in this subsection being collectively, the “Interconnection Facilities”), from, with and through which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, which interconnection shall be via rights of way on, above, along, in, under and through the Property as described in Section 3.3; and

(d) Any other improvements, including roads, facilities, machinery, and equipment that Lessee determines are necessary, useful, or appropriate to accomplish any of the previous.

**3.2.3** Analyze the Property and Project Premises for a potential battery energy storage facility. Any subsequent battery energy storage facility will be subject to a new and separate lease between Landowner and Lessee. To emphasize, a battery energy storage facility would not impact this Lease Agreement, its terms, or fees. A battery energy storage facility would be an additional and separate project under an additional and separate lease agreement with additional and separate fee payments for Landowner.

**3.3 Ingress and Egress; Interconnection Rights.** This Lease includes and Landowner now grants to Lessee:

(a) Ingress and Egress: The rights of ingress to and egress from the Solar Energy Project, over and across the Property utilizing any existing roads and lanes thereon or appurtenant to it, and by such other route or routes as Lessee may construct on the Property from time to time to access the Solar Energy Project, provided, however, that Landowner’s prior written consent shall be required for any such routes to be located outside of the Project Premises, and

(b) Interconnection Rights: All rights, rights of way, licenses, easements or partial assignments of easements (collectively, “Interconnection Rights”) on, above, along, in, under and through the Property, including, without limitation, the rights of access, ingress and egress and to construct, install, operate and maintain any Interconnection Facilities, as may be required by a utility company or another purchaser of electrical energy to interconnect the Solar Energy Project to an electrical energy transmission or distribution system, together with rights to grant such Interconnection Rights to any such utility company or purchaser on such terms and conditions as Lessee or any such utility company or purchaser may require in its or their sole discretion. Landowner acknowledges that the Interconnection Rights are necessary for the achievement of Commercial Operation and agrees, if and as required by Lessee or by such utility company or purchaser, to execute and deliver appropriate documentation as Lessee or such utility

company or purchaser may need for Landowner to grant or consent to the granting of the Interconnection Rights, and to obtain any releases or subordinations required, therefore, provided that Landowner shall not unreasonably withhold, condition or delay any of the same.

**3.4 Perimeter Fence.** During the Term of this Lease, Lessee shall be required to erect and maintain a perimeter fence around the Solar Energy Project per local municipal code.

**3.5 Survival of Covenants.** The covenants, conditions, rights, and restrictions in favor of Lessee under this Lease and Lessee's reliance on and benefit from those covenants, conditions, rights, and restrictions may be a portion of a larger solar energy project that will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Solar Energy Project located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee under this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Solar Energy Project on the Property is under development, being replaced, operational, or non-operational.

**3.6 Grant of Solar Easement.** Landowner recognizes that the economic viability of the Solar Energy Project for Lessee depends on Landowner taking all necessary steps throughout the Term to ensure that Landowner's use of all nearby property and improvements now owned or hereafter owned or acquired by Landowner, does not, directly, or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Energy Project to sunlight. Landowner now grants Lessee an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited. Landowner grants to Lessee an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property, including but not limited to an easement right to trim and remove all trees (whether natural or cultivated), brush, vegetation and fire, and electrical hazards now or hereafter existing on the Property which is likely to obstruct the receipt of or access to sunlight throughout the Property or interfere with or endanger the Solar Energy Projector Lessee's operations, and dispose of such items in its sole discretion. Landowner shall maintain its Property and property it now or hereafter owns adjacent to the Property in good condition and state of repair to avoid interference with Lessee's use of the Property and the Solar Energy Project. Landowner shall not (a) construct or permit to be constructed structures, or (b) plant or permit to be planted trees or other vegetation adjacent to the Property that will impede solar access to Solar Energy Project. Landowner covenants and agrees with Lessee not to conduct activities on, in, or about the Property or adjacent property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affect, the Solar Energy Project. Any obstruction to the free flow of the solar irradiation by Landowner or persons other than Lessee or a Tenant, Transferee, Assignee (as defined in Section 10.1) of Lessee or persons claiming through or under Lessee or its Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Solar Energy Project are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such

line to the opposite exterior boundary of the Property. Unless otherwise provided by Lessee to Landowner in writing, trees, structures, and improvements located on the Property, other than on the Project Premises, as of the Effective Date shall be allowed to remain in their current state, and Lessee may not require their removal unless otherwise provided herein. Landowner may not place or plant any trees, structures, or improvements exceeding ten feet in height or likely to exceed fifteen feet in height on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the solar irradiation to the Solar Energy Project, unless Landowner has received prior written approval from Lessee for any such trees, structures or improvements. So long as Landowner is not otherwise in default under this Lease, Lessee agrees not to unreasonably withhold or delay its approval for those structures or improvements Landowner proposes to place or construct on that portion of the Property not occupied by the Solar Energy Project. The provisions of this Section 3.6 shall survive the termination of this Lease for the full Term hereof.

**4. Term: Development Period; Initial Term; Renewal Terms.** The Term of this Lease shall consist of the Development Period, the Initial Term, and any duly elected Renewal Terms.

**4.1 Development Period.** Lessee shall have the right in its sole discretion to elect to extend the Development Period by up to two (2) extensions of 365 days each by providing written notice under Section 13.5 within thirty (30) business days after expiration of the Initial Development Period or any duly elected extension thereof. If so elected, the first such extension (hereinafter, "First Extension") shall commence or be deemed to have started on the first day following the expiration of the initial 365 days of the Development Period. If so elected, the second such extension (hereinafter, "Second Extension") shall commence or be deemed to have started on the first day following the expiration of the First Extension. During the Development Period and any duly elected extension thereof, (i) Landowner shall permit Lessee and its authorized agents and representatives unlimited access to enter upon the Property at reasonable times to conduct or obtain data and information for the Investigations defined in Section 3.2.1 hereof, and Lessee shall notify Landowner of its intention, or the intention of its agents or representatives, to enter the Landowner's Property before such intended entry, and (ii) Lessee shall provide Landowner with a quarterly confidential summary project report, beginning with the first quarter anniversary after the Effective Date. Lessee shall bear the cost of all Investigations. As described in Section 10.3(C) of this Agreement, Lessee may terminate this Agreement during the Development Period (including any extensions thereof) for any reason or no reason at all in its sole and absolute discretion (including but not limited to failure to obtain any required or necessary utility interconnection agreement(s) or any renewable energy credits) upon thirty (30) days written notice to Landowner. Upon any such termination, Lessee shall have no further obligations whatsoever under this Lease Agreement.

**4.2 Initial Term; Renewal Terms.** Lessee shall notify Landowner in writing no later than fifteen (15) business days following achievement of the Commercial Operation Date. During the Initial Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may in their sole discretion elect to extend this Lease for up to two (2) Renewal Terms of five (5) years each, to commence upon the expiration of the Initial Term. During any duly elected Renewal Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may elect to further extend this Lease by one or more of any then remaining Renewal Terms. All duly elected Renewal Terms

shall be on the same terms and conditions as this Lease, except that the number of Renewal Terms shall be deemed reduced by the number of Renewal Term elections previously duly exercised or expired. Lessee and any Tenant or Assignee may, in their sole discretion, exercise its or their election to extend the Initial Term or a Renewal Term by providing written notice to Landowner no later than thirty (30) days before the expiration of the then-current Initial Term or Renewal Term. Such notice shall indicate that it elects to extend this Lease for a Renewal Term commencing upon the expiration of the then-current Initial Term or Renewal Term. Concerning the Initial Term and each Renewal Term of this Lease, Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of Lease evidencing the extension, satisfactory in form and substance to Lessee.

5. **Payments.** Lessee shall pay Landowner the following amounts.

5.1 **Development Period Payments.** Within thirty (30) days of the Effective Date, Lessee shall pay to Landowner the initial Development Period Payment. If Lessee elects to exercise the First Extension, then Lessee shall make an additional non-refundable Development Period Payment to Landowner within thirty (30) days of providing notice of exercising the First Extension. If Lessee elects to exercise the Second Extension, then Lessee shall make an additional non-refundable Development Period Payment to Landowner within thirty (30) days of providing notice of exercising the Second Extension.

5.2 **Operating Fees (Annual Payments).** Upon the Commercial Operation Date, Lessee shall pay to Landowner the Year 1 Operating Fees defined in Section 1.5. Upon the first and each subsequent anniversary of the Commercial Operation Date until the sooner of any termination of this Lease Agreement or the expiration of the Term, Lessee shall pay Landowner the amount of the prior year's Operating Fees indicated in Section 1.5. The Operating Fees shall be paid annually and due within forty-five (45) days of the Commercial Operation Date and on each anniversary of the Commercial Operation Date thereafter during the Initial Term and any duly elected Renewal Terms of the Lease. Lessee, its Assignee, Subtenant, or Successor shall pay a late penalty fee of one percent (1%) of the amount of Operating Fees due to Landowner for payments not made within forty-five (45) days of when due.

6. **Ownership of Solar Energy Project.** Landowner shall have no ownership or any other interest (including any security interest) in any Solar Energy Project or any environmental attributes produced therefrom, including without limitation all credits, benefits, emissions reductions, offsets, and allowances of any kind, howsoever entitled, attributable to the Solar Energy Projector the electric energy, capacity or other generator-based products produced therefrom. The manner of operation of the Solar Energy Project, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

7. **Taxes.** Lessee shall pay all tax obligations and maintain all tax liabilities regarding the Project Premises. It is a condition to Landowner's right to payment or reimbursement of any such taxes hereunder that Landowner submit the real property tax bill to Lessee within thirty (30) days after Landowner receives the bill from the taxing authority.

8. **Lessee's Representations, Warranties, and Consents.** Lessee now represents, warrants, and covenants to Landowner as follows:

**8.1 Final Design Plan.** Lessee shall review the proposed Final Site Plan with the Landowner. Lessee has the right in its sole and absolute discretion to make all development, design, and siting decisions for the Solar Energy Project subject to the Landowner's final approval. Lessee shall post the access roads it constructs going to the Solar Energy Project as private roads only for use by authorized personnel in connection with the Solar Energy Project. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee's rights under this Lease.

**8.2 Insurance.** Lessee shall, at its expense, maintain a commercial general liability insurance policy insuring Lessee and Landowner against loss or liability caused by Lessee's occupation and use of the Property under this Lease, in an amount not less than \$2,000,000 of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. The amounts of coverage shall adjust every five years for inflation. All annual certificates of insurance shall name the Landowner as additional insured with notice of the renewal date and cancellation or nonrenewal and shall be provided to Landowner at Landowner's reasonable request. Lessee shall have the right to use a qualified program of self-insurance to meet the insurance requirements.

**8.3 Intentionally Left Blank.**

**8.4 Indemnity.** Lessee and Landowner (each referred to in this section as a "Party" and collectively as the "Parties") shall each indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors (referred to herein with their relevant Party as "Indemnified" or "Indemnifying" "Party" or "Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing Indemnified Parties in connection with or arising from any claim by a third party (i) for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of the Indemnifying Party, the Indemnifying Party's employees acting within the scope of their employment, and any other person for whom or which the Indemnifying Party is legally liable, or (ii) based on any material breach by the Indemnifying Party of this Lease. Landowner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to the Solar Energy Project or the risk that the Solar Energy Project will cause damage, injury, or death to people, livestock, other animals, and property, including without limitation, fencing around the perimeter of the Solar Energy Project as Lessee may deem necessary or appropriate to secure or enclose the same.

**8.5 Requirement of Governmental Agencies.** Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Energy Project. In its sole discretion and through appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where applicable or required, Lessee shall have the right to contest the validity or applicability to the Property or Solar Energy Project of any law, ordinance, statute, order, regulation, property assessment, tax or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee. Still, Lessee shall protect Landowner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation, or property assessment.

**8.6 Construction Liens.** Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee's use of the Property under this Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond around such lien under applicable law.

**8.7 Hazardous Materials.** Lessee shall not violate and shall indemnify Landowner against any violation by Lessee or Lessee's agents or contractors of any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, or transportation of Hazardous Materials on or under the Property. Notwithstanding the foregoing, Lessee shall not be responsible for any existing matters arising in connection to Environmental Laws relating to the Property, except to the extent the need for compliance, therefore, arises out of the release by Lessee of any Hazardous Materials brought on or about the Property by Lessee or an agent of Lessee. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Property is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" under Section 311 of the Clean Water Act, 33 USC. Sections 1251 et seq. (33 USC Section 1317), (vii) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act, 42 USC. Sections 6901 et seq. (42 USC Section 6903), or (viii) defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC. Sections 9601 et seq. (42 USC Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

9. **Landowner's Representations, Warranties, and Covenants.** Landowner now represents, warrants, and covenants to Lessee as follows:

9.1 **Landowner's Authority.** Landowner is the sole owner of and has fee simple title to the Property free and clear of all liens, encumbrances, and restrictions of every kind (except as reported as exceptions on the approved pro forma title insurance policy obtained by Lessee) and has the unrestricted right, power, and authority to execute this Lease and to grant to Lessee the rights granted hereunder, without the consent of any additional party or parties. No rights to convert the solar resources of the Property or otherwise use the Property for solar energy purposes have been granted to or are held by any persons or entities other than Lessee. Each person signing this Lease on behalf of Landowner is authorized to do so. All persons having any ownership of a possessory interest in the Property (including spouses) are also signing this Lease as Landowner. When signed by Landowner, this Lease constitutes a valid and binding Lease enforceable against Landowner per its terms.

9.2 **No Interference.** Landowner's activities and any grant of rights Landowner make to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Solar Energy Project; (ii) the flow of solar irradiation to, on, and over the Property; (iii) access over the Property to the Solar Energy Project; or (iv) the undertaking of any other activities of Lessee permitted under this Lease. In no event during the Term of this Lease shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system or similar project on the Property.

9.3 **Title Review and Cooperation.** Landowner shall cooperate with Lessee to obtain non-disturbance, subordination, attornment, and any other title curative consents, agreements, releases, or instruments from any person with a lien, encumbrance, mortgage, Lease, or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease, including, without limitation, the Interconnection Rights. If Lessee and Landowner are unable to obtain such curative consents, agreements, releases, or instruments from any third party holding an interest in the Property, Lessee, and any Assignee or Tenant, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Lease. Landowner shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments, subordination, nondisturbance, and attornment agreement or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

9.4 **Requirements of Governmental Agencies/Lenders.** Landowner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews, conservation easements required by the Connecticut Department of Energy and Environmental Protection, or any other approvals required or deemed desirable by Lessee in connection with the Solar Energy Project, including, without limitation, the development, financing, construction, installation, use, repair, replacement, relocation, maintenance, operation or removal of Solar Energy Project, including the execution of applications for such approvals and



delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical, and other site assessments, surveys, plans, and other such records of Landowner to the extent such information relates to the Solar Energy Project or the proposed Solar Energy Project. Landowner shall not be required under this Lease to place any restriction(s) on adjoining parcels or adjoining land not included within the Property.

**9.5 Evidencing Interconnection Rights.** Landowner shall cooperate with Lessee in obtaining, granting, and consenting to the establishment of the Interconnection Rights of Lessee or any utility company or purchaser of electrical energy, including obtaining, executing, and delivering documentation, therefore, as described in Section 3.3(b).

**9.6 Hazardous Materials.** Landowner represents and warrants that, to the best of Landowner's knowledge, (i) the Property has not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials (as defined above), (ii) neither the Property nor any part thereof is in breach of any Environmental Laws (as defined above), (iii) there are no underground storage tanks used for petroleum or any other substance or underground piping or conduits located on or under the Property, (iv) the Property is free of any Hazardous Materials that would require a response or remedial action under any applicable Environmental Laws or any existing common law theory based on nuisance or strict liability and (v) there have been no releases of or contamination by Hazardous Materials on the Property. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the Term of this Lease (collectively, a "Breach"). Suppose such Breach gives rise to or results in a determination or adjudication of liability by a court or any administrative agency (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability or causes a significant effect on public health. In that case, the Landowner shall promptly take any remedial and removal action as required by law to clean up the Property and mitigate exposure to liability arising from and keep the Property free of any lien imposed under any Environmental Laws as a result of such Breach. Landowner represents and warrants to Lessee that Landowner has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of, the Property is located within, an area that the Federal Emergency Management Agency has designated, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains. The covenants of this Section shall survive and be enforceable. They shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease. Landowner has provided Lessee with all environmental studies, records, and reports in its possession or control conducted by independent contractors or Landowner and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property or effluent into the air. Landowner agrees to indemnify, defend, and hold harmless Lessee, its officers, partners, agents, lenders, contractors, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and

expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Materials on or about the Property except those brought on the Property by Lessee or Lessee's employees, contractors, agents, successors, or assigns or third parties acting at the direction of the same, or (b) arise out of any Breach of this Lease by Landowner, or (c) arose prior to or during the Term of this Lease and that failed to comply with the Environmental Laws then in effect.

**9.7 Quiet Enjoyment.** Landowner covenants and warrants that Lessee shall peacefully hold and enjoy all the rights granted by this Lease for its entire Term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, though, under, or superior to Landowner, subject to the terms of this Lease.

**9.8 Condemnation, Foreclosure, Litigation.** Landowner has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure, or deed in lieu thereof concerning any portion of the Property relating to or arising out of the ownership of the Property by any person, company, or governmental instrumentality. The Property has lawful and valid access to and from the Property via existing public rights of way. Pedestrian pathways, roads, sewer, electrical, other utility services, and all utilities which serve the Property enter the Property through adjoining public streets or, if they pass through an adjoining private tract, do so under valid public or private easements, which easement(s) shall be sufficient for and shall inure to the benefit of Lessee.

**9.9 Offtake Programs.** Landowner shall cooperate with Lessee in obtaining, granting, and consenting to any and all applications to the local electric distribution company for energy and/or renewables energy credits or both including signing and notarizing any required certifications or affidavits.

**10. Assignment; Subleases; Default; Cure.**

**10.1 Assignees, Tenants, and Transferees.** Lessee and any Assignee (as defined below) shall have the right, without need for Landowner's consent, to do any of the following, conditionally or unconditionally, concerning all or any portion of the Property to which Lessee has rights under this Lease: finance, mortgage and collaterally assign the Solar Energy Project; grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more Assignees or Tenants (as defined below); and sell, convey, Lease, assign, or transfer to one or more Assignees or Tenants this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Property or any or all of the Solar Energy Project that Lessee or any other party may now or hereafter install under this Lease. An "Assignee" is any of the following: (i) anyone or more parties involved in financing or refinancing of any Solar Energy Project, including, without limitation, any lender to or investor in Lessee or in any Solar Energy Project (provided, however, that any "Lender" with a "Mortgage," as those terms are defined and used in Section 11 and its subsections, shall also be entitled to the protections applicable to a Lender as described therein); (ii) any purchaser or lessee of any of the Solar Energy Project, or any purchaser of all or substantially all of the membership interests in Lessee or of all or any portion of Lessee's interest in this Lease; (iii) a corporation, limited liability company, partnership or other entity now existing or hereafter organized in which Lessee, or any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting

stock or ownership interests; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation or limited liability company; (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee's or Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means; or (vi) any person who succeeds to the leasehold interest of Lessee as an assignee or sublessee. A "Tenant" is any person who succeeds to the leasehold interest of Lessee as an Assignee or to whom Lessee or an Assignee conveys a sublease. Lessee or an Assignee that has assigned an interest under this Section 10.1, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublease thereof for notice purposes) to Landowner, provided that failure to provide such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landowner concerning such assignment or sublease until such notice shall have been given.

**10.2 Assignee/Tenant Obligations.** No Assignee or Tenant which does not directly hold an interest in this Lease, and no Assignee or Tenant which holds an interest in or lien on or security interest in this Lease for security purposes, shall have any obligation or liability under this Lease before the time that such Assignee or Tenant directly holds an interest in this Lease or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to the absolute title to such interest, in this Lease. Any Assignee or Tenant shall be liable to perform obligations under this Lease only for and during the period such Assignee or Tenant directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that the Assignee or Tenant assumes liability.

**10.3 Default/Notice of Defaults/Right to Cure Defaults/Right to New Lease/Right to Terminate.**

(A) Landowner or Lessee shall be in default under this Lease if either party breaches any material provision hereof and said the breaching party does not cure breach within sixty (60) days of receipt of notice of the said breach from the non-breaching party or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Lease for default and pursue such remedies as may be available in law or equity.

(B) To prevent termination of this Lease or any partial interest therein, Lessee, or any Assignee or Tenant, shall have the right, but not the obligation, at any time before the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee, Tenant or Lessee hereunder or necessary to cure any default and to prevent the termination of this Lease. As a precondition to exercising any rights or remedies because of any alleged default by Lessee, an Assignee or a Tenant, Landowner shall give written notice of the default to each Assignee and each Tenant, concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. Each such Assignee and each such Tenant shall have the same amount of time to cure said default, as is given to Lessee pursuant to this Lease, which cure period for each Assignee and each Tenant, shall commence running with the end of the cure period given to Lessee in this Lease. In the event of an uncured default by Lessee, or by an Assignee of Lessee's entire interest in this Lease, or in the event of a

termination of this Lease by its terms, by Lessee, by operation of law or otherwise, each Assignee of a partial interest in this Lease, and each Tenant who is a sublessee of Lessee or an Assignee of Lessee, shall have the right to demand. Landowner shall grant and enter into a new lease, substantially identical to this Lease, by which such Assignee of a partial interest in the rights and interests under this Lease, or such Tenant by a sublease, shall be entitled to. Landowner shall not disturb, the continued use and enjoyment by such Tenant or Assignee of the Property, for the remainder of the entire Term of this Lease, as set forth in Section 4, or such shorter term as said Assignee or Tenant may otherwise be entitled under its assignment or sublease. Further, in the event of an uncured default by Lessee or by an Assignee of Lessee's entire interest in this Lease, or in the event of a termination of this Lease by its terms, by Lessee, by operation of law or otherwise, Landowner hereby agrees that, if and for so long as (i) a Tenant who is a sublessee of Lessee or of an Assignee is not in default under the sublease (beyond any period given Lessee, an Assignee or a Tenant under this Lease to cure such default), (ii) such Tenant attorns to the Landowner, and (iii) the terms and conditions of the Tenant's sublease do not contravene the terms and conditions of this Lease, Landowner shall (a) recognize such sublease, (b) not diminish nor interfere with such Tenant's possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and (c) not disturb such Tenant's occupancy of such portion of the Property for the entire Term of this Lease or such shorter term to which such Tenant may be entitled under the sublease. A Tenant which is, or in the future becomes, a sublessee of Lessee, or a sublessee of an Assignee, is an intended third-party beneficiary of the provisions of this Section 10.3 and entitled to enforce this provision.

(C) In addition to and in furtherance of Lessee's rights to terminate this Lease under Section 4.1 and Section 12, Lessee may terminate this Lease Agreement, at its option and in its sole discretion, after giving not less than thirty (30) days' notice to Landowner, if Lessee determines in its sole discretion that:

1. Any governmental agency has denied or will deny a request by Lessee for, or has revoked or will revoke, a permit, license, or approval that is required for Lessee to construct or operate the Solar Energy Project on the Property (including the failure to obtain any needed utility interconnection agreement);
2. Technical problems, which problems cannot reasonably be corrected, preclude Lessee from using the Property for the Solar Energy Project;
3. Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Property;
4. Utilities necessary for Lessee's use of the Property for the Solar Energy Project are not available to the Property; or
5. The Property is or becomes damaged or destroyed to the extent that prohibits or materially interferes with Lessee's use of the Property for the Solar Energy Project.

In the event of termination by Lessee under this section, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided under Section

12.3 and Section 13.13 herein. Any Development Period Payments or Operating Fees paid before said termination date shall be retained by Landowner, except that any Operating Fees paid before said termination date shall be prorated for the year by Landowner and any excess payments shall be returned to Lessee within thirty (30) days. The termination option and right granted by Landowner to Lessee in this Section shall benefit Lessee, its successors, and assigns. The parties expressly agree that such options and rights shall be transferable per the assignment provisions of this Lease.

**10.4 Acquisition of Interest.** The acquisition of all or any portion of Lessee's or an Assignee's or Tenant's interest in the Property or the Solar Energy Projector this Lease by another Assignee or Tenant or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof shall not require the consent of Landowner or constitute a breach of any provision or default under this Lease. Upon such acquisition or conveyance, the Landowner shall recognize the Assignee or Tenant, or such other party, as Lessee's or other Assignee's or Tenant's proper successor.

**10.5 New Lease.** If this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Lease is terminated as result of any incurable default, and within sixty (60) days after such rejection or termination Lessee or any Assignee or Tenant shall have arranged to the reasonable satisfaction of Landowner for the payment of all fees or other charges due and payable by Lessee or other Assignees or Tenants as of the date of such rejection or termination, then Landowner shall execute and deliver to Lessee or such Assignee or Tenant, as the case may be, a new lease which (i) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, (ii) shall contain the same covenants, Leases, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any Assignee or Tenant prior to rejection or termination of this Lease), and with the exception that Landowner may reasonably add or modify existing remedy terms and conditions of the Lease to protect the Landowner against further default, however, any modification to the existing terms of the Lease by Landowner shall be mutually agreeable to both parties and such modifications shall not materially impact Operating Fees or the Term, and (iii) shall include the Property improved with Solar Energy Projector the portion thereof in which Lessee or such other Assignee or Tenant had an interest on the date of rejection or termination.

**10.6 Extended Cure Period.** If any default by Lessee or an Assignee or Tenant under this Lease cannot be cured without Landowner obtaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of Lessee's or another Assignee's or Tenant's interest in this Lease, then any such default shall be deemed remedied if (i) within sixty (60) days after receiving notice from Landowner as set forth in Section 12.2 hereof, either Lessee or an Assignee or Tenant shall have acquired possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (ii) Lessee or the Assignee or Tenant, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iii) after gaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, Lessee or the Assignee or Tenant performs all other obligations as and when the same are due in accordance with the terms of this Lease. If Lessee or an Assignee or Tenant is prohibited by any process or injunction issued by any court or because of any action by any court having

jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting Assignee or Tenant, as the case may be, from commencing or prosecuting the proceedings described above, the 60 days specified above for commencing such proceeding shall be extended for the period of such prohibition.

**10.7 Certificates, Etc.** Landowner shall execute such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Lease, if such be the case) and consents to assignment and non-disturbance agreements and other instruments as Lessee or any Assignee or Tenant may reasonably request from time to time. Landowner and Lessee shall cooperate in amending this Lease from time to time to include any provision that Lessee may reasonably request, Landowner or any Assignee or Tenant to implement the provisions contained in this Lease or preserve an Assignee's security interest.

**11. Lender Protection.** Lessee and any Assignee or Tenant may, at any time and without the consent of Landowner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more mortgages, trust deeds or similar security interests in all or any part of its interests under this Lease (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in Section 10, including the subsections thereof, and in the following provisions and subsections of this Section 11, upon delivery to Landowner of notice of its name and address.

**11.1 Consent to Modification Termination or Surrender.** So long as any Mortgage remains in effect, this Lease shall not be modified, and Landowner shall not accept a surrender of any of the Property or termination or release of this Lease by Lessee and any Assignee or Tenant before the expiration of all periods described in Section 4 without the prior written consent of all Lenders.

**11.2 Notice of Default; Opportunity to Cure.** As a precondition to exercising any rights or remedies for any alleged default under this Lease, Landowner shall give written notice of the default to Lender as Landowner is required under this Lease to give to Lessee, specifying in detail the alleged default and the required remedy. In the event Landowner gives any such notice, the following provisions shall apply:

(a) The Lender shall have the same period after receipt of the default notice as is given to Lessee, the Assignee, or Tenant to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any Operating Fees, real property taxes, insurance premiums or other monetary obligation under this Lease); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with reasonable and continuous diligence. Lenders shall have the absolute right to do any act or thing required to be performed by Lessee, an Assignee, or any Tenant under this Lease. Any such act or thing performed by a Lender shall be

as effective to prevent a default under this Lease and a forfeiture of any rights under this Lease as if done by Lessee, the Assignee, or Tenant itself.

(b) During any period of possession of the Property by a Lender (or a receiver requested by such Lender) and during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the Operating Fees and all other monetary charges payable by Lessee, an Assignee or any Tenant which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following the acquisition of Lessee's, any Assignee's or any Tenant's leasehold estate by the Lender or its assignee or designee as a result of foreclosure or assignment instead of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force, and effect and the Lender or other party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Landowner's right to terminate this Lease based upon such defaults shall be deemed waived; provided; however, the Lender or other party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or acquisition of Lessee's, Assignee's, or Tenant's interest in this Lease by such party.

(c) Upon the sale or other transfer of the leasehold interests acquired under foreclosure or assignment instead of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder.

(d) Neither the bankruptcy nor the insolvency of Lessee, an Assignee, or any Tenant shall be grounds for terminating this Lease if the rent and all other monetary charges payable by such Lessee, Assignee, or Tenant hereunder are paid by the Lender per the terms of this Lease.

(e) Nothing herein shall be construed to extend this Lease beyond periods contemplated in Section 4 or require a Lender to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

**11.3 New Lease to Lender.** Suppose this Lease terminates because of any default, foreclosure, or assignment in lieu of foreclosure, or bankruptcy, insolvency, or appointment of a receiver in bankruptcy. In that case, Landowner shall give prompt written notice to the Lenders. Upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, Landowner shall enter a new lease of the Property with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new Lease shall be effective as of the date of the termination of this Lease, shall be upon the same terms, covenants, conditions, and Leases, as contained in this Lease, and shall be subject to all existing subleases, entered into under this Lease, provided that the subtenants are not then in default. Upon the execution of any such new lease, the Lender shall (i) pay Landowner any amounts which are due Landowner from Lessee, the Assignee or Tenant, (ii) pay Landowner all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of termination to the date of the new Lease, (iii) perform all other obligations of Lessee and the Assignee or

Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee, the Assignee or Tenant that would have accrued under this Lease up to the date of commencement of the new Lease, except those obligations which constitute Non-Curable Defaults. Any new lease granted to the Lender shall enjoy the same priority as this Lease over any lien, encumbrance, or other interest created by Landowner. The provisions of this Section 11 shall survive termination of this Lease and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new Lease, such Lender may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner, provided that all of the conditions for a new lease as outlined in this Section are complied with.

**11.4 Reserved.**

**11.5 No Waiver.** No payment made to Landowner by any Lender shall constitute an admission or agreement that such payment was, in fact, due under the terms of this Lease or a waiver of the Lender's rights concerning any wrongful, improper, or mistaken notice or demand concerning such payment.

**11.6 No Merger.** There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property because this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property. All persons (including Lenders) interested in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and duly record the same.

**11.7 Further Amendments.** Upon request, Landowner shall (1) amend this Lease to include any provision reasonably requested by a proposed Lender, provided such amendment does not materially impair Landowner's rights or substantially increase the burdens or obligations of Landowner under this Lease, and (2) execute such estoppel certificates (certifying as to such matters as Lender may reasonably request, including, without limitation, that no default then exists under this Lease, if such be the case) and other additional instruments reasonably requested by any Lender to evidence the status of this Lease and Lender's rights under this Lease.

**12. Default and Termination.**

**12.1 Lessee's Right to Terminate.** Lessee shall have the right to terminate this Lease, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Lease, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Lease shall remain in effect as to the remainder of the Property.

**12.2 Landowner's Right to Terminate.** Except as qualified by, and subject to, Section 10 and by Section 11, Landowner shall have the right to terminate this Lease if (i) a material default in the performance of Lessee's obligations under this Lease shall have occurred and remains uncured, (ii) Landowner simultaneously notifies Lessee and all Lenders, Assignees



and Tenants in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within 90 days after Lessee, or within 120 days in the case of all Assignees and Tenants, receive the written notice, or, if cure will take longer than 90 days for Lessee or 120 days for any Assignee or any Tenant, Lessee, or an Assignee or Tenant on Lessee's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

**12.3 Effect of Termination.** Upon termination or expiration of this Lease, the Decommissioning Obligations and other provisions in Section 13.13 shall apply. Any termination shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease.

**12.4 Cumulative Remedies.** Subject to the other terms and conditions of this Lease, each party shall have all rights and remedies available at law and in equity for any breach of this Lease by the other party.

**13. Miscellaneous.**

**13.1 Force Majeure.** If the performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with because of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever and to the extent such causes are removed. "Force Majeure" means fire, earthquake, flood, public health or other emergencies in the state or region where the Property is located, virus pandemic, or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a party hereto. Lessee shall only be excused from payment of Operating Fees during the Term as the result of a Force Majeure condition if Lessee is not insured for such losses and then, regardless of insurance coverage, should the Force Majeure condition during the Term persist for a period longer than 180 days then Lessee shall commence paying Operating Fees but in a reduced amount equal to \$250 per month. In any event, Lessee may terminate this Lease if a Force Majeure condition persists for 180 days.

**13.2 Confidentiality.** Landowner shall maintain in the strictest confidence, for the benefit of Lessee, any Assignee or Tenant, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Energy Project, and the like, whether disclosed by Lessee, any Assignee or Tenant or discovered by Landowner, unless such information either (i) is in the public domain because of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any Assignee or Tenant. Notwithstanding the foregoing, Landowner may disclose such information to

Landowner's lenders, attorneys, accountants, and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Lease; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or under lawful process, subpoena or court order requiring such disclosure, provided Landowner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive, or confidential information concerning this Lease, the Solar Energy Project to be constructed on the Property by Lessee, or any other existing solar power project owned or operated by Lessee. The provisions of this Section 13.2 shall survive the termination or expiration of this Lease.

**13.3 Successors and Assigns.** This Lease shall burden the Property and shall run with the land. This Lease shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Lease shall be deemed to include Assignees and Tenants, which hold a direct ownership interest in this Lease and are exercising rights under this Lease to the extent consistent with such interest.

**13.4 Memorandum of Lease.** Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of the Lease (a "Memorandum") evidenced by this Lease reasonably satisfactory in form and substance to Lessee and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property. Upon termination of this Lease for any reason, Lessee, its successors, or assigns shall promptly record on the Land Records of the municipality in which the Property is located a "quitclaim" acknowledging that the Lease evidenced by the Memorandum is terminated and that Lessee has no further interest of any kind in the Property.

**13.5 Notices.** All notices or other communications required or permitted by this Lease, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or instead of such personal service, five (5) days after deposit in the United States mail, first-class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

The Honorable Bernie Dennler  
First Selectman  
127 Norwich Avenue  
Colchester, CT 06415  
selectman@colchesterct.gov

If to Lessee:

Erik Nelson  
Silver Brook Solar, LLC  
511 Fitch Hill Road  
Uncasville, CT 06382  
sbs@silverbrooksolar.com

With a copy to:

Paul R. Michaud  
Michaud Law Group LLC  
515 CenterPoint Drive, Suite 503  
Middletown, CT 06457  
pmichaud@michaud.law

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

**13.6 Entire Lease; Amendments.** This Lease Agreement constitutes the whole agreement between Landowner and Lessee respecting its subject matter. Any Lease, understanding, or representation respecting the Property, the Lease, or any other matter referenced herein not expressly outlined in this Lease Agreement or subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral Lease (even if supported by new consideration), course of conduct, or absence of a response to a unilateral communication, shall be binding on either party.

**13.7 Legal Matters.**

**13.7.1** This Lease shall be governed by and interpreted per the state's laws in which the Property is situated. Suppose the parties cannot resolve amicably any dispute arising out of or in connection with this Lease. In that case, they agree that such dispute shall be resolved in a state or federal court located in the county in which the Property is situated. If none, then a state or federal court nearest the county in which the Property is situated. Suppose Lessee is compelled to commence a legal action against Landowner under the terms of this Lease. In that case, Lessee shall be entitled to seek reasonable and actual attorneys' fees in connection with such action.

**13.7.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO. EACH OF LANDOWNER AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR CONCERNING ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

**13.7.3** EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE AND ANY LEASE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

**13.8 Partial Invalidity.** Should any provision of this Lease be held in a final and unappealable decision by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the court's holding. Notwithstanding any other provision of this Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

**13.9 Tax Credits.** Suppose under applicable law, the holder of a leasehold interest in the nature of that held by Lessee, an Assignee, or a Tenant under this Lease becomes ineligible for any tax credit. In that case, benefit or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, Landowner and Lessee shall amend this Lease or replace it with a different instrument to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive.

**13.10 No Partnership.** Nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or regarding anyone or more of the parties to this Lease.

**13.11 Counterparts.** This Lease may be executed with counterpart signature pages and duplicate originals, each of which shall be deemed an original. All of which together shall constitute a single instrument. An electronic signature shall be as effective as an original.

**13.12 Signage.** The lessee shall have the right to place one or more signs on the Property exclusively to advertise the Solar Energy Project.

**13.13 Decommissioning.** At the termination or expiration of the Lease, whether as to the entire Property or only as to part, Lessee shall cease commercial operation of the Solar Energy Project on the Property or the part as to which the Lease has terminated or expired. Lessee

shall, as soon as practicable thereafter and at its sole cost and expense, remove all above-ground and below-ground Solar Energy Project, excluding the portion of foundations that are below a depth of two feet below grade from the natural surface of the Property or of the portion as to which this Lease was terminated, infrastructure and underground conduit that cannot be removed without damage to the Property, and dispose of such removed components per applicable law (the "Decommissioning Obligations"). Lessee shall leave the Property in substantially the same condition as before the Effective Date (except for removal of trees and foliage permitted hereunder) and shall restore the soil surface to a condition reasonably similar to its original condition, reasonable wear, and tear, and casualty excepted. Lessee shall post a decommissioning performance bond to secure its performance of its obligations under this Section 13.13. The provisions of this section shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

TOWN OF COLCHESTER

\_\_\_\_\_  
Name: Bernie Dennler  
Title: First Selectman  
Duly Authorized

**LESSEE:**

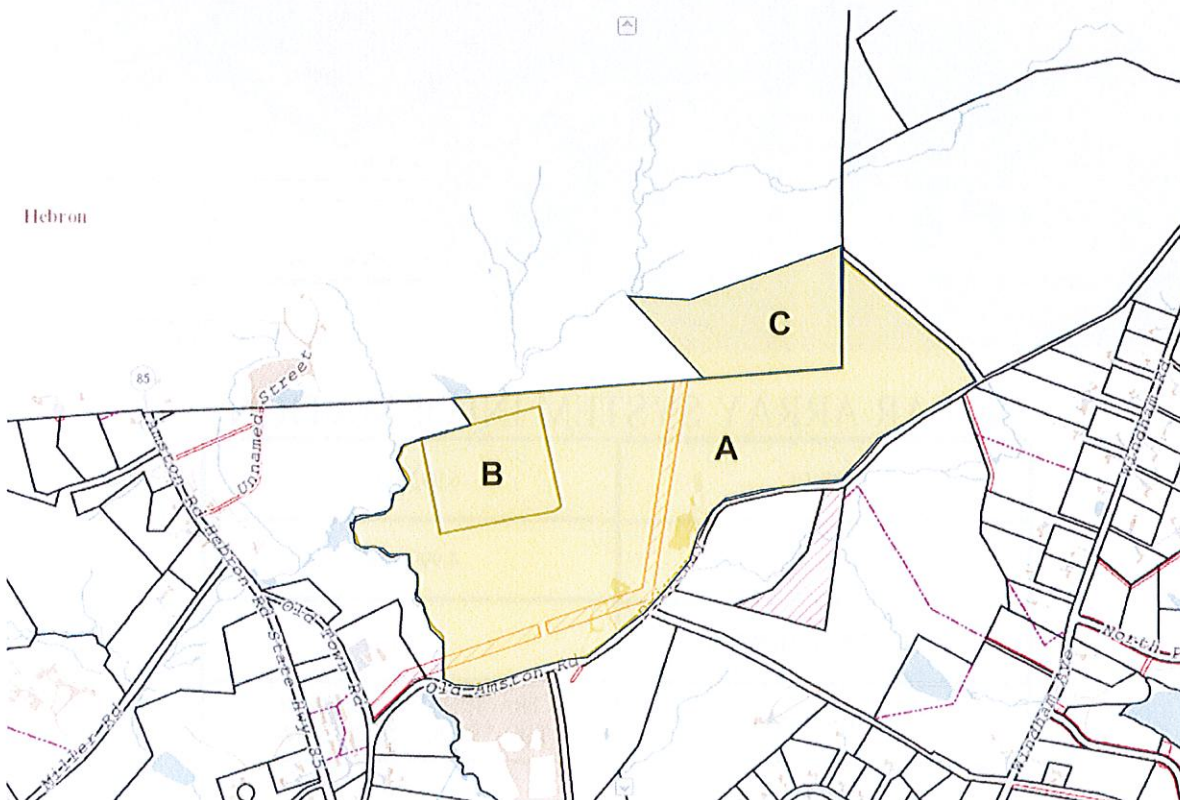
SILVER BROOK SOLAR, LLC

By: \_\_\_\_\_  
Name: Erik C. Nelson  
Title: Managing Member  
Duly Authorized

**EXHIBIT A****Description of Property**

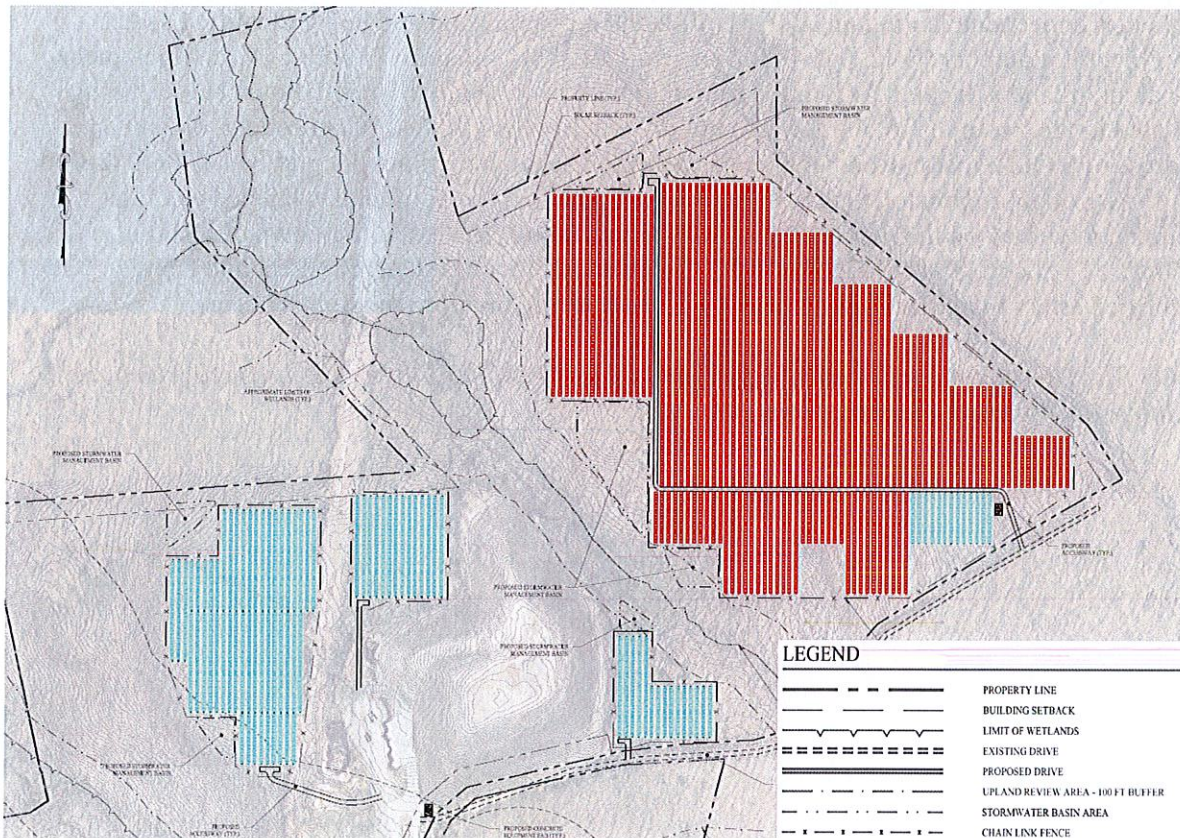
All that particular piece or parcel of land, together with the improvements thereon and appurtenances thereto, which piece or parcel of land is labeled as A and outlined in yellow on the map image shown below, being situated in the Town of Colchester, County of New London, State of Connecticut, having an address of 89 Old Amston Road and being identified as tax map/block/lot number 06-06/041-000, consisting of approximately 73 acres. Also which piece or parcel of land is labeled as B and outlined in yellow on the map image shown below, being situated in the Town of Colchester, County of New London, State of Connecticut, having an address of 0 Old Amston Road and being identified as tax map/block/lot number 06-06/042-000, consisting of approximately 9 acres. Also which piece or parcel of land is labeled as C and outlined in yellow on the map image shown below, being situated in the Town of Hebron, County of Tolland, State of Connecticut, having an address of 0 Church Street and being identified as tax map/block/lot number 09-13, consisting of approximately 17 acres.

*Note: The Description above may be modified under Section 3.2.1.1 of the Lease to which this Exhibit A is attached under the Final Site Plan.*



**Depiction of the Project Premises**

*The Depiction below may be modified under Section 3.2.1.1 of the Lease to which this Exhibit A is attached under the Final Site Plan.*



**SOLAR ARRAY SYSTEM INFORMATION**

SIZE DC	6.993 MW
SIZE AC	4.999 MW
INVERTER LOAD RATIO	1.40
MODULE TYPE	TRACKING TRINASOLAR TSM-540-DEG19C.20 (540W)
MODULE QUANTITY	12,950



**EXHIBIT B****Final Site Plan**

*To be attached after lease execution: Final Site Plan as approved by Landowner showing the solar array layout area and access and interconnection areas.*

**Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall thereafter enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.**

## LEASE AGREEMENT

This Lease Agreement (“Lease Agreement” or “Agreement” or “Lease”) is made and dated as of this \_\_\_\_ day of February 2024 (the “Effective Date”) by and between the TOWN OF COLCHESTER (“Landowner”) and SILVER BROOK SOLAR, LLC, a Connecticut limited liability company (“Lessee”).

**1. Basic Provisions.** The following terms used in this Lease have the meanings set forth below:

1.1	“Property” “Project Premises”	<p><u>Property</u>: That certain piece or parcel of real property located at 89 Old Amston Road (Parcel ID: 06-06/041-000), Colchester, Connecticut consisting of approximately 73 acres and 0 Old Amston Road (Parcel ID: 06-06/042-000), Colchester, Connecticut consisting of approximately 9 acres and 0 Church Street (Map Block Lot: 09-13), Hebron, Connecticut consisting of approximately 17 acres all being more particularly described and depicted in <u>Exhibit A</u> attached hereto and made a part hereof.</p> <p><u>Project Premises and Final Site Plan</u>: That certain portion of the Property where the Solar Energy Project, defined below, shall be located, shown, and depicted on <u>Exhibit B</u> attached hereto and made a part hereof, subject to the provisions of Section 3.2.1.1.</p>
1.2	"Development Period"	The period of time commencing on the Effective Date and expiring on the first to occur of (i) 365 days after the Effective Date or 365 days after each extension of such period, if any, if duly elected per <u>Section 4.1</u> , or (ii) the Commercial Operation Date defined in <u>Section 1.7</u> .
1.3	"Development Period Payment"	A payment in the amount of (i) \$1 for all or any portion of the initial 365 days of the Development Period, (ii) \$1 for all or any portion of the First Extension of the Development Period, if elected, and (iii) \$1 for all or any portion of the Second Extension of the Development Period, if elected, and other considerations, as further described in and payable under <u>Section 5.1</u> .
1.4	“Solar Energy Project”	The solar energy generation facility at the Property with an installed solar capacity of up to 2 MW AC on the Project Premises, along with solar energy transmission and storage and all ancillary rights, activities, and facilities needed for all investigation, construction, access, operation, maintenance, and decommissioning thereof, including, without limitation the Solar Energy Purposes and the Solar Energy Project described in <u>Section 3</u> .

1.5	“Operating Fees”	<u>Operating Fees</u> : The annual amount of \$15,000 per MW DC of the Solar Energy Project that is payable annually per the terms and conditions of <u>Section 5.2</u> .
1.6	“Term” “Initial Term” “Renewal Term”	<p><u>Term</u>: The Development Period, Initial Term, and any duly elected Renewal Term(s).</p> <p><u>Initial Term</u>: The twenty-year (20-year) period commencing upon the Commercial Operation Date defined below.</p> <p><u>Renewal Term</u>: Each of up to two (2) terms of five (5) years each that Lessee may elect per the terms and conditions of <u>Section 4.2</u>, each of which shall commence on the day following the expiration of the Initial Term or prior duly elected Renewal Term, as the case may be.</p>
1.7	“Commercial Operation” and “Commercial Operation Date”	<p><u>Commercial Operation</u>: Satisfaction of all of the following milestones: (i) all necessary licenses, permits, and approvals under applicable law for the installation and operation of the Solar Energy Project have been obtained, (ii) the Solar Energy Project has been installed per applicable law and are connected to the utility distribution system, (iii) the Solar Energy Project is ready and able to generate, supply and transmit electricity to and through the utility distribution system continuously, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular, daily operation of the Solar Energy Project, and (v) the local electric distribution utility has approved interconnection with its distribution system to allow regular, daily operation of the Solar Energy Project.</p> <p><u>Commercial Operation Date</u>: The date on which the Solar Energy Project receives the permission to operate (“PTO”) letter from the local electric distribution company.</p>

2. **Lease and Confirmation**. For good and valuable consideration, the receipt and sufficiency of which are now acknowledged by Landowner, Landowner now leases to Lessee, and Lessee now leases from Landowner, the Project Premises together with and including all appurtenant rights, easements and other rights and privileges set forth herein in and to the Property.

3. **Purpose of Lease; Permitted Uses; Additional Provisions**.

3.1 **Purpose of Lease**. The agreement created by this Lease is solely to investigate the feasibility of, developing, constructing, operating, and maintaining the Solar Energy Project, including, without limitation, solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical power converted from solar energy, storage of energy, and all other ancillary activities and necessary rights related to the foregoing (said purposes being referred to herein as the “Solar Energy Purposes”).

### **3.2 Permitted Uses of Property and Project Premises by Lessee.**

Commencing on the Effective Date, Landowner grants to Lessee, under the terms and conditions of this Lease, the exclusive rights to do the following, without limitation, on, in, over, under, to, and through the Property and the Project Premises all at Lessee's sole cost and expense:

**3.2.1** Perform such inspections and investigations on, of and throughout the Property, including bringing measuring and other such equipment onto the Property for Lessee's use in performing such inspections and investigations, as Lessee deems necessary for evaluating the suitability of the Property for the Solar Energy Project, including, without limitation, (i) performing studies of solar intensity, environmental, archaeological, meteorological and geologic conditions, (ii) determining and evaluating zoning and title conditions and restrictions, (iii) extracting water and soil samples, conducting soil borings and establishing monitoring wells, (iv) performing geotechnical tests, and (v) conducting or ordering such other tests, studies, inspections, surveys and analysis of and throughout the Property, as Lessee deems necessary, useful, or appropriate, in its sole discretion, for the Solar Energy Purposes (all of said activities and inquiries are collectively referred to herein as the "Investigations").

**3.2.1.1 Identification of Solar Energy Project Location (Final Site Plan).** Based on its Investigations and other factors, Lessee shall determine the location on the Property that it deems necessary and most feasible and optimal for the Solar Energy Project to be shown in the Final Site Plan, provided that the Solar Energy Project (defined below) shall be within the Project Premises shown in Exhibit B attached hereto and made a part hereof (except that the Interconnection Facilities defined below are permitted on the Property outside of the Project Premises, as described in Sections 3.2.2(c) and 3.3, below). Lessee and Landowner acknowledge and agree that except as otherwise provided in this Lease, Landowner shall approve the Final Site Plan. Lessee has no rights to locate the Solar Energy Project elsewhere on the Property without Landowner's prior written consent and approval. **Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall after that enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.**

**3.2.2** Develop, construct, erect, install, access, operate, use, maintain, repair, reinstall, replace, relocate, reconstruct, and remove from time to time, the Solar Energy Project as defined in subsections (a) through (d) of this Section 3.2.2 as follows (collectively referred to herein as the "Solar Energy Project"), and perform all site preparation and clearing determined by Lessee to be necessary or desirable, therefore:

(a) Meteorological and solar irradiation measuring equipment, including but not limited to all necessary and proper appliances and fixtures for use in connection with said equipment, to determine the feasibility of solar energy conversion;

(b) Solar panels or modules, steel towers, foundations, and concrete pads, support structures, footings, anchors, fences, inverters, pad-mounted transformers and other fixtures, facilities and equipment, maintenance, security, office and guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large

solar panel or module installations, energy storage facilities and equipment, control buildings, laydown areas, and related facilities and equipment;

(c) Equipment and facilities required or reasonably necessary or useful for the gathering and transmission of electrical energy, for an electric distribution system and/or for communication purposes (excepting cell phone towers which shall not be permitted), including, without limitation, electrical wires, cables, poles, guys, braces, conduits, transformers, transformer pads, pedestals, meters, fixtures and other such appurtenances, any of which may be placed overhead on included appurtenant support structures, existing or to be installed, or underground, and one or more substations or interconnection or switching facilities (all such equipment and facilities in this subsection being collectively, the “Interconnection Facilities”), from, with and through which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, which interconnection shall be via rights of way on, above, along, in, under and through the Property as described in Section 3.3; and

(d) Any other improvements, including roads, facilities, machinery, and equipment that Lessee determines are necessary, useful, or appropriate to accomplish any of the previous.

**3.2.3** Analyze the Property and Project Premises for a potential battery energy storage facility. Any subsequent battery energy storage facility will be subject to a new and separate lease between Landowner and Lessee. To emphasize, a battery energy storage facility would not impact this Lease Agreement, its terms, or fees. A battery energy storage facility would be an additional and separate project under an additional and separate lease agreement with additional and separate fee payments for Landowner.

**3.3 Ingress and Egress; Interconnection Rights.** This Lease includes and Landowner now grants to Lessee:

(a) Ingress and Egress: The rights of ingress to and egress from the Solar Energy Project, over and across the Property utilizing any existing roads and lanes thereon or appurtenant to it, and by such other route or routes as Lessee may construct on the Property from time to time to access the Solar Energy Project, provided, however, that Landowner’s prior written consent shall be required for any such routes to be located outside of the Project Premises, and

(b) Interconnection Rights: All rights, rights of way, licenses, easements or partial assignments of easements (collectively, “Interconnection Rights”) on, above, along, in, under and through the Property, including, without limitation, the rights of access, ingress and egress and to construct, install, operate and maintain any Interconnection Facilities, as may be required by a utility company or another purchaser of electrical energy to interconnect the Solar Energy Project to an electrical energy transmission or distribution system, together with rights to grant such Interconnection Rights to any such utility company or purchaser on such terms and conditions as Lessee or any such utility company or purchaser may require in its or their sole discretion. Landowner acknowledges that the Interconnection Rights are necessary for the achievement of Commercial Operation and agrees, if and as required by Lessee or by such utility company or purchaser, to execute and deliver appropriate documentation as Lessee or such utility

company or purchaser may need for Landowner to grant or consent to the granting of the Interconnection Rights, and to obtain any releases or subordinations required, therefore, provided that Landowner shall not unreasonably withhold, condition or delay any of the same.

**3.4 Perimeter Fence.** During the Term of this Lease, Lessee shall be required to erect and maintain a perimeter fence around the Solar Energy Project per local municipal code.

**3.5 Survival of Covenants.** The covenants, conditions, rights, and restrictions in favor of Lessee under this Lease and Lessee's reliance on and benefit from those covenants, conditions, rights, and restrictions may be a portion of a larger solar energy project that will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Solar Energy Project located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee under this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Solar Energy Project on the Property is under development, being replaced, operational, or non-operational.

**3.6 Grant of Solar Easement.** Landowner recognizes that the economic viability of the Solar Energy Project for Lessee depends on Landowner taking all necessary steps throughout the Term to ensure that Landowner's use of all nearby property and improvements now owned or hereafter owned or acquired by Landowner, does not, directly, or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Energy Project to sunlight. Landowner now grants Lessee an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited. Landowner grants to Lessee an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property, including but not limited to an easement right to trim and remove all trees (whether natural or cultivated), brush, vegetation and fire, and electrical hazards now or hereafter existing on the Property which is likely to obstruct the receipt of or access to sunlight throughout the Property or interfere with or endanger the Solar Energy Projector Lessee's operations, and dispose of such items in its sole discretion. Landowner shall maintain its Property and property it now or hereafter owns adjacent to the Property in good condition and state of repair to avoid interference with Lessee's use of the Property and the Solar Energy Project. Landowner shall not (a) construct or permit to be constructed structures, or (b) plant or permit to be planted trees or other vegetation adjacent to the Property that will impede solar access to Solar Energy Project. Landowner covenants and agrees with Lessee not to conduct activities on, in, or about the Property or adjacent property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affect, the Solar Energy Project. Any obstruction to the free flow of the solar irradiation by Landowner or persons other than Lessee or a Tenant, Transferee, Assignee (as defined in Section 10.1) of Lessee or persons claiming through or under Lessee or its Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Solar Energy Project are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such

line to the opposite exterior boundary of the Property. Unless otherwise provided by Lessee to Landowner in writing, trees, structures, and improvements located on the Property, other than on the Project Premises, as of the Effective Date shall be allowed to remain in their current state, and Lessee may not require their removal unless otherwise provided herein. Landowner may not place or plant any trees, structures, or improvements exceeding ten feet in height or likely to exceed fifteen feet in height on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the solar irradiation to the Solar Energy Project, unless Landowner has received prior written approval from Lessee for any such trees, structures or improvements. So long as Landowner is not otherwise in default under this Lease, Lessee agrees not to unreasonably withhold or delay its approval for those structures or improvements Landowner proposes to place or construct on that portion of the Property not occupied by the Solar Energy Project. The provisions of this Section 3.6 shall survive the termination of this Lease for the full Term hereof.

**4. Term: Development Period; Initial Term; Renewal Terms.** The Term of this Lease shall consist of the Development Period, the Initial Term, and any duly elected Renewal Terms.

**4.1 Development Period.** Lessee shall have the right in its sole discretion to elect to extend the Development Period by up to two (2) extensions of 365 days each by providing written notice under Section 13.5 within thirty (30) business days after expiration of the Initial Development Period or any duly elected extension thereof. If so elected, the first such extension (hereinafter, "First Extension") shall commence or be deemed to have started on the first day following the expiration of the initial 365 days of the Development Period. If so elected, the second such extension (hereinafter, "Second Extension") shall commence or be deemed to have started on the first day following the expiration of the First Extension. During the Development Period and any duly elected extension thereof, (i) Landowner shall permit Lessee and its authorized agents and representatives unlimited access to enter upon the Property at reasonable times to conduct or obtain data and information for the Investigations defined in Section 3.2.1 hereof, and Lessee shall notify Landowner of its intention, or the intention of its agents or representatives, to enter the Landowner's Property before such intended entry, and (ii) Lessee shall provide Landowner with a quarterly confidential summary project report, beginning with the first quarter anniversary after the Effective Date. Lessee shall bear the cost of all Investigations. As described in Section 10.3(C) of this Agreement, Lessee may terminate this Agreement during the Development Period (including any extensions thereof) for any reason or no reason at all in its sole and absolute discretion (including but not limited to failure to obtain any required or necessary utility interconnection agreement(s) or any renewable energy credits) upon thirty (30) days written notice to Landowner. Upon any such termination, Lessee shall have no further obligations whatsoever under this Lease Agreement.

**4.2 Initial Term; Renewal Terms.** Lessee shall notify Landowner in writing no later than fifteen (15) business days following achievement of the Commercial Operation Date. During the Initial Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may in their sole discretion elect to extend this Lease for up to two (2) Renewal Terms of five (5) years each, to commence upon the expiration of the Initial Term. During any duly elected Renewal Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may elect to further extend this Lease by one or more of any then remaining Renewal Terms. All duly elected Renewal Terms

shall be on the same terms and conditions as this Lease, except that the number of Renewal Terms shall be deemed reduced by the number of Renewal Term elections previously duly exercised or expired. Lessee and any Tenant or Assignee may, in their sole discretion, exercise its or their election to extend the Initial Term or a Renewal Term by providing written notice to Landowner no later than thirty (30) days before the expiration of the then-current Initial Term or Renewal Term. Such notice shall indicate that it elects to extend this Lease for a Renewal Term commencing upon the expiration of the then-current Initial Term or Renewal Term. Concerning the Initial Term and each Renewal Term of this Lease, Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of Lease evidencing the extension, satisfactory in form and substance to Lessee.

5. **Payments.** Lessee shall pay Landowner the following amounts.

5.1 **Development Period Payments.** Within thirty (30) days of the Effective Date, Lessee shall pay to Landowner the initial Development Period Payment. If Lessee elects to exercise the First Extension, then Lessee shall make an additional non-refundable Development Period Payment to Landowner within thirty (30) days of providing notice of exercising the First Extension. If Lessee elects to exercise the Second Extension, then Lessee shall make an additional non-refundable Development Period Payment to Landowner within thirty (30) days of providing notice of exercising the Second Extension.

5.2 **Operating Fees (Annual Payments).** Upon the Commercial Operation Date, Lessee shall pay to Landowner the Year 1 Operating Fees defined in Section 1.5. Upon the first and each subsequent anniversary of the Commercial Operation Date until the sooner of any termination of this Lease Agreement or the expiration of the Term, Lessee shall pay Landowner the amount of the prior year's Operating Fees indicated in Section 1.5. The Operating Fees shall be paid annually and due within forty-five (45) days of the Commercial Operation Date and on each anniversary of the Commercial Operation Date thereafter during the Initial Term and any duly elected Renewal Terms of the Lease. Lessee, its Assignee, Subtenant, or Successor shall pay a late penalty fee of one percent (1%) of the amount of Operating Fees due to Landowner for payments not made within forty-five (45) days of when due.

6. **Ownership of Solar Energy Project.** Landowner shall have no ownership or any other interest (including any security interest) in any Solar Energy Project or any environmental attributes produced therefrom, including without limitation all credits, benefits, emissions reductions, offsets, and allowances of any kind, howsoever entitled, attributable to the Solar Energy Projector the electric energy, capacity or other generator-based products produced therefrom. The manner of operation of the Solar Energy Project, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

7. **Taxes.** Lessee shall pay all tax obligations and maintain all tax liabilities regarding the Project Premises. It is a condition to Landowner's right to payment or reimbursement of any such taxes hereunder that Landowner submit the real property tax bill to Lessee within thirty (30) days after Landowner receives the bill from the taxing authority.

8. **Lessee's Representations, Warranties, and Consents.** Lessee now represents, warrants, and covenants to Landowner as follows:



**8.1 Final Design Plan.** Lessee shall review the proposed Final Site Plan with the Landowner. Lessee has the right in its sole and absolute discretion to make all development, design, and siting decisions for the Solar Energy Project subject to the Landowner's final approval. Lessee shall post the access roads it constructs going to the Solar Energy Project as private roads only for use by authorized personnel in connection with the Solar Energy Project. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee's rights under this Lease.

**8.2 Insurance.** Lessee shall, at its expense, maintain a commercial general liability insurance policy insuring Lessee and Landowner against loss or liability caused by Lessee's occupation and use of the Property under this Lease, in an amount not less than \$2,000,000 of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. The amounts of coverage shall adjust every five years for inflation. All annual certificates of insurance shall name the Landowner as additional insured with notice of the renewal date and cancellation or nonrenewal and shall be provided to Landowner at Landowner's reasonable request. Lessee shall have the right to use a qualified program of self-insurance to meet the insurance requirements.

**8.3 Intentionally Left Blank.**

**8.4 Indemnity.** Lessee and Landowner (each referred to in this section as a "Party" and collectively as the "Parties") shall each indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors (referred to herein with their relevant Party as "Indemnified" or "Indemnifying" "Party" or "Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing Indemnified Parties in connection with or arising from any claim by a third party (i) for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of the Indemnifying Party, the Indemnifying Party's employees acting within the scope of their employment, and any other person for whom or which the Indemnifying Party is legally liable, or (ii) based on any material breach by the Indemnifying Party of this Lease. Landowner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to the Solar Energy Project or the risk that the Solar Energy Project will cause damage, injury, or death to people, livestock, other animals, and property, including without limitation, fencing around the perimeter of the Solar Energy Project as Lessee may deem necessary or appropriate to secure or enclose the same.

**8.5 Requirement of Governmental Agencies.** Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Energy Project. In its sole discretion and through appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where applicable or required, Lessee shall have the right to contest the validity or applicability to the Property or Solar Energy Project of any law, ordinance, statute, order, regulation, property assessment, tax or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee. Still, Lessee shall protect Landowner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation, or property assessment.

**8.6 Construction Liens.** Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee's use of the Property under this Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond around such lien under applicable law.

**8.7 Hazardous Materials.** Lessee shall not violate and shall indemnify Landowner against any violation by Lessee or Lessee's agents or contractors of any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, or transportation of Hazardous Materials on or under the Property. Notwithstanding the foregoing, Lessee shall not be responsible for any existing matters arising in connection to Environmental Laws relating to the Property, except to the extent the need for compliance, therefore, arises out of the release by Lessee of any Hazardous Materials brought on or about the Property by Lessee or an agent of Lessee. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Property is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" under Section 311 of the Clean Water Act, 33 USC. Sections 1251 et seq. (33 USC Section 1317), (vii) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act, 42 USC. Sections 6901 et seq. (42 USC Section 6903), or (viii) defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC. Sections 9601 et seq. (42 USC Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

9. **Landowner's Representations, Warranties, and Covenants.** Landowner now represents, warrants, and covenants to Lessee as follows:

9.1 **Landowner's Authority.** Landowner is the sole owner of and has fee simple title to the Property free and clear of all liens, encumbrances, and restrictions of every kind (except as reported as exceptions on the approved pro forma title insurance policy obtained by Lessee) and has the unrestricted right, power, and authority to execute this Lease and to grant to Lessee the rights granted hereunder, without the consent of any additional party or parties. No rights to convert the solar resources of the Property or otherwise use the Property for solar energy purposes have been granted to or are held by any persons or entities other than Lessee. Each person signing this Lease on behalf of Landowner is authorized to do so. All persons having any ownership of a possessory interest in the Property (including spouses) are also signing this Lease as Landowner. When signed by Landowner, this Lease constitutes a valid and binding Lease enforceable against Landowner per its terms.

9.2 **No Interference.** Landowner's activities and any grant of rights Landowner make to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Solar Energy Project; (ii) the flow of solar irradiation to, on, and over the Property; (iii) access over the Property to the Solar Energy Project; or (iv) the undertaking of any other activities of Lessee permitted under this Lease. In no event during the Term of this Lease shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system or similar project on the Property.

9.3 **Title Review and Cooperation.** Landowner shall cooperate with Lessee to obtain non-disturbance, subordination, attornment, and any other title curative consents, agreements, releases, or instruments from any person with a lien, encumbrance, mortgage, Lease, or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease, including, without limitation, the Interconnection Rights. If Lessee and Landowner are unable to obtain such curative consents, agreements, releases, or instruments from any third party holding an interest in the Property, Lessee, and any Assignee or Tenant, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Lease. Landowner shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments, subordination, nondisturbance, and attornment agreement or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

9.4 **Requirements of Governmental Agencies/Lenders.** Landowner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews, conservation easements required by the Connecticut Department of Energy and Environmental Protection, or any other approvals required or deemed desirable by Lessee in connection with the Solar Energy Project, including, without limitation, the development, financing, construction, installation, use, repair, replacement, relocation, maintenance, operation or removal of Solar Energy Project, including the execution of applications for such approvals and

delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical, and other site assessments, surveys, plans, and other such records of Landowner to the extent such information relates to the Solar Energy Project or the proposed Solar Energy Project. Landowner shall not be required under this Lease to place any restriction(s) on adjoining parcels or adjoining land not included within the Property.

**9.5 Evidencing Interconnection Rights.** Landowner shall cooperate with Lessee in obtaining, granting, and consenting to the establishment of the Interconnection Rights of Lessee or any utility company or purchaser of electrical energy, including obtaining, executing, and delivering documentation, therefore, as described in Section 3.3(b).

**9.6 Hazardous Materials.** Landowner represents and warrants that, to the best of Landowner's knowledge, (i) the Property has not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials (as defined above), (ii) neither the Property nor any part thereof is in breach of any Environmental Laws (as defined above), (iii) there are no underground storage tanks used for petroleum or any other substance or underground piping or conduits located on or under the Property, (iv) the Property is free of any Hazardous Materials that would require a response or remedial action under any applicable Environmental Laws or any existing common law theory based on nuisance or strict liability and (v) there have been no releases of or contamination by Hazardous Materials on the Property. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the Term of this Lease (collectively, a "Breach"). Suppose such Breach gives rise to or results in a determination or adjudication of liability by a court or any administrative agency (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability or causes a significant effect on public health. In that case, the Landowner shall promptly take any remedial and removal action as required by law to clean up the Property and mitigate exposure to liability arising from and keep the Property free of any lien imposed under any Environmental Laws as a result of such Breach. Landowner represents and warrants to Lessee that Landowner has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of, the Property is located within, an area that the Federal Emergency Management Agency has designated, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains. The covenants of this Section shall survive and be enforceable. They shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease. Landowner has provided Lessee with all environmental studies, records, and reports in its possession or control conducted by independent contractors or Landowner and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property or effluent into the air. Landowner agrees to indemnify, defend, and hold harmless Lessee, its officers, partners, agents, lenders, contractors, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and

expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Materials on or about the Property except those brought on the Property by Lessee or Lessee's employees, contractors, agents, successors, or assigns or third parties acting at the direction of the same, or (b) arise out of any Breach of this Lease by Landowner, or (c) arose prior to or during the Term of this Lease and that failed to comply with the Environmental Laws then in effect.

**9.7 Quiet Enjoyment.** Landowner covenants and warrants that Lessee shall peacefully hold and enjoy all the rights granted by this Lease for its entire Term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, though, under, or superior to Landowner, subject to the terms of this Lease.

**9.8 Condemnation, Foreclosure, Litigation.** Landowner has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure, or deed in lieu thereof concerning any portion of the Property relating to or arising out of the ownership of the Property by any person, company, or governmental instrumentality. The Property has lawful and valid access to and from the Property via existing public rights of way. Pedestrian pathways, roads, sewer, electrical, other utility services, and all utilities which serve the Property enter the Property through adjoining public streets or, if they pass through an adjoining private tract, do so under valid public or private easements, which easement(s) shall be sufficient for and shall inure to the benefit of Lessee.

**9.9 Offtake Programs.** Landowner shall cooperate with Lessee in obtaining, granting, and consenting to any and all applications to the local electric distribution company for energy and/or renewables energy credits or both including signing and notarizing any required certifications or affidavits.

## **10. Assignment; Subleases; Default; Cure.**

**10.1 Assignees, Tenants, and Transferees.** Lessee and any Assignee (as defined below) shall have the right, without need for Landowner's consent, to do any of the following, conditionally or unconditionally, concerning all or any portion of the Property to which Lessee has rights under this Lease: finance, mortgage and collaterally assign the Solar Energy Project; grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more Assignees or Tenants (as defined below); and sell, convey, Lease, assign, or transfer to one or more Assignees or Tenants this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Property or any or all of the Solar Energy Project that Lessee or any other party may now or hereafter install under this Lease. An "Assignee" is any of the following: (i) anyone or more parties involved in financing or refinancing of any Solar Energy Project, including, without limitation, any lender to or investor in Lessee or in any Solar Energy Project (provided, however, that any "Lender" with a "Mortgage," as those terms are defined and used in Section 11 and its subsections, shall also be entitled to the protections applicable to a Lender as described therein); (ii) any purchaser or lessee of any of the Solar Energy Project, or any purchaser of all or substantially all of the membership interests in Lessee or of all or any portion of Lessee's interest in this Lease; (iii) a corporation, limited liability company, partnership or other entity now existing or hereafter organized in which Lessee, or any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting

stock or ownership interests; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation or limited liability company; (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee's or Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means; or (vi) any person who succeeds to the leasehold interest of Lessee as an assignee or sublessee. A "Tenant" is any person who succeeds to the leasehold interest of Lessee as an Assignee or to whom Lessee or an Assignee conveys a sublease. Lessee or an Assignee that has assigned an interest under this Section 10.1, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublease thereof for notice purposes) to Landowner, provided that failure to provide such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landowner concerning such assignment or sublease until such notice shall have been given.

**10.2 Assignee/Tenant Obligations.** No Assignee or Tenant which does not directly hold an interest in this Lease, and no Assignee or Tenant which holds an interest in or lien on or security interest in this Lease for security purposes, shall have any obligation or liability under this Lease before the time that such Assignee or Tenant directly holds an interest in this Lease or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to the absolute title to such interest, in this Lease. Any Assignee or Tenant shall be liable to perform obligations under this Lease only for and during the period such Assignee or Tenant directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that the Assignee or Tenant assumes liability.

**10.3 Default/Notice of Defaults/Right to Cure Defaults/Right to New Lease/Right to Terminate.**

(A) Landowner or Lessee shall be in default under this Lease if either party breaches any material provision hereof and said the breaching party does not cure breach within sixty (60) days of receipt of notice of the said breach from the non-breaching party or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Lease for default and pursue such remedies as may be available in law or equity.

(B) To prevent termination of this Lease or any partial interest therein, Lessee, or any Assignee or Tenant, shall have the right, but not the obligation, at any time before the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee, Tenant or Lessee hereunder or necessary to cure any default and to prevent the termination of this Lease. As a precondition to exercising any rights or remedies because of any alleged default by Lessee, an Assignee or a Tenant, Landowner shall give written notice of the default to each Assignee and each Tenant, concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. Each such Assignee and each such Tenant shall have the same amount of time to cure said default, as is given to Lessee pursuant to this Lease, which cure period for each Assignee and each Tenant, shall commence running with the end of the cure period given to Lessee in this Lease. In the event of an uncured default by Lessee, or by an Assignee of Lessee's entire interest in this Lease, or in the event of a

termination of this Lease by its terms, by Lessee, by operation of law or otherwise, each Assignee of a partial interest in this Lease, and each Tenant who is a sublessee of Lessee or an Assignee of Lessee, shall have the right to demand. Landowner shall grant and enter into a new lease, substantially identical to this Lease, by which such Assignee of a partial interest in the rights and interests under this Lease, or such Tenant by a sublease, shall be entitled to. Landowner shall not disturb, the continued use and enjoyment by such Tenant or Assignee of the Property, for the remainder of the entire Term of this Lease, as set forth in Section 4, or such shorter term as said Assignee or Tenant may otherwise be entitled under its assignment or sublease. Further, in the event of an uncured default by Lessee or by an Assignee of Lessee's entire interest in this Lease, or in the event of a termination of this Lease by its terms, by Lessee, by operation of law or otherwise, Landowner hereby agrees that, if and for so long as (i) a Tenant who is a sublessee of Lessee or of an Assignee is not in default under the sublease (beyond any period given Lessee, an Assignee or a Tenant under this Lease to cure such default), (ii) such Tenant attorns to the Landowner, and (iii) the terms and conditions of the Tenant's sublease do not contravene the terms and conditions of this Lease, Landowner shall (a) recognize such sublease, (b) not diminish nor interfere with such Tenant's possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and (c) not disturb such Tenant's occupancy of such portion of the Property for the entire Term of this Lease or such shorter term to which such Tenant may be entitled under the sublease. A Tenant which is, or in the future becomes, a sublessee of Lessee, or a sublessee of an Assignee, is an intended third-party beneficiary of the provisions of this Section 10.3 and entitled to enforce this provision.

(C) In addition to and in furtherance of Lessee's rights to terminate this Lease under Section 4.1 and Section 12, Lessee may terminate this Lease Agreement, at its option and in its sole discretion, after giving not less than thirty (30) days' notice to Landowner, if Lessee determines in its sole discretion that:

1. Any governmental agency has denied or will deny a request by Lessee for, or has revoked or will revoke, a permit, license, or approval that is required for Lessee to construct or operate the Solar Energy Project on the Property (including the failure to obtain any needed utility interconnection agreement);
2. Technical problems, which problems cannot reasonably be corrected, preclude Lessee from using the Property for the Solar Energy Project;
3. Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Property;
4. Utilities necessary for Lessee's use of the Property for the Solar Energy Project are not available to the Property; or
5. The Property is or becomes damaged or destroyed to the extent that prohibits or materially interferes with Lessee's use of the Property for the Solar Energy Project.

In the event of termination by Lessee under this section, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided under Section

12.3 and Section 13.13 herein. Any Development Period Payments or Operating Fees paid before said termination date shall be retained by Landowner, except that any Operating Fees paid before said termination date shall be prorated for the year by Landowner and any excess payments shall be returned to Lessee within thirty (30) days. The termination option and right granted by Landowner to Lessee in this Section shall benefit Lessee, its successors, and assigns. The parties expressly agree that such options and rights shall be transferable per the assignment provisions of this Lease.

**10.4 Acquisition of Interest.** The acquisition of all or any portion of Lessee's or an Assignee's or Tenant's interest in the Property or the Solar Energy Projector this Lease by another Assignee or Tenant or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof shall not require the consent of Landowner or constitute a breach of any provision or default under this Lease. Upon such acquisition or conveyance, the Landowner shall recognize the Assignee or Tenant, or such other party, as Lessee's or other Assignee's or Tenant's proper successor.

**10.5 New Lease.** If this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Lease is terminated as result of any incurable default, and within sixty (60) days after such rejection or termination Lessee or any Assignee or Tenant shall have arranged to the reasonable satisfaction of Landowner for the payment of all fees or other charges due and payable by Lessee or other Assignees or Tenants as of the date of such rejection or termination, then Landowner shall execute and deliver to Lessee or such Assignee or Tenant, as the case may be, a new lease which (i) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, (ii) shall contain the same covenants, Leases, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any Assignee or Tenant prior to rejection or termination of this Lease), and with the exception that Landowner may reasonably add or modify existing remedy terms and conditions of the Lease to protect the Landowner against further default, however, any modification to the existing terms of the Lease by Landowner shall be mutually agreeable to both parties and such modifications shall not materially impact Operating Fees or the Term, and (iii) shall include the Property improved with Solar Energy Projector the portion thereof in which Lessee or such other Assignee or Tenant had an interest on the date of rejection or termination.

**10.6 Extended Cure Period.** If any default by Lessee or an Assignee or Tenant under this Lease cannot be cured without Landowner obtaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of Lessee's or another Assignee's or Tenant's interest in this Lease, then any such default shall be deemed remedied if (i) within sixty (60) days after receiving notice from Landowner as set forth in Section 12.2 hereof, either Lessee or an Assignee or Tenant shall have acquired possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (ii) Lessee or the Assignee or Tenant, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iii) after gaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, Lessee or the Assignee or Tenant performs all other obligations as and when the same are due in accordance with the terms of this Lease. If Lessee or an Assignee or Tenant is prohibited by any process or injunction issued by any court or because of any action by any court having



jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting Assignee or Tenant, as the case may be, from commencing or prosecuting the proceedings described above, the 60 days specified above for commencing such proceeding shall be extended for the period of such prohibition.

**10.7 Certificates, Etc.** Landowner shall execute such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Lease, if such be the case) and consents to assignment and non-disturbance agreements and other instruments as Lessee or any Assignee or Tenant may reasonably request from time to time. Landowner and Lessee shall cooperate in amending this Lease from time to time to include any provision that Lessee may reasonably request, Landowner or any Assignee or Tenant to implement the provisions contained in this Lease or preserve an Assignee's security interest.

**11. Lender Protection.** Lessee and any Assignee or Tenant may, at any time and without the consent of Landowner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more mortgages, trust deeds or similar security interests in all or any part of its interests under this Lease (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in Section 10, including the subsections thereof, and in the following provisions and subsections of this Section 11, upon delivery to Landowner of notice of its name and address.

**11.1 Consent to Modification Termination or Surrender.** So long as any Mortgage remains in effect, this Lease shall not be modified, and Landowner shall not accept a surrender of any of the Property or termination or release of this Lease by Lessee and any Assignee or Tenant before the expiration of all periods described in Section 4 without the prior written consent of all Lenders.

**11.2 Notice of Default; Opportunity to Cure.** As a precondition to exercising any rights or remedies for any alleged default under this Lease, Landowner shall give written notice of the default to Lender as Landowner is required under this Lease to give to Lessee, specifying in detail the alleged default and the required remedy. In the event Landowner gives any such notice, the following provisions shall apply:

(a) The Lender shall have the same period after receipt of the default notice as is given to Lessee, the Assignee, or Tenant to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any Operating Fees, real property taxes, insurance premiums or other monetary obligation under this Lease); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with reasonable and continuous diligence. Lenders shall have the absolute right to do any act or thing required to be performed by Lessee, an Assignee, or any Tenant under this Lease. Any such act or thing performed by a Lender shall be

as effective to prevent a default under this Lease and a forfeiture of any rights under this Lease as if done by Lessee, the Assignee, or Tenant itself.

(b) During any period of possession of the Property by a Lender (or a receiver requested by such Lender) and during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the Operating Fees and all other monetary charges payable by Lessee, an Assignee or any Tenant which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following the acquisition of Lessee's, any Assignee's or any Tenant's leasehold estate by the Lender or its assignee or designee as a result of foreclosure or assignment instead of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force, and effect and the Lender or other party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Landowner's right to terminate this Lease based upon such defaults shall be deemed waived; provided; however, the Lender or other party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or acquisition of Lessee's, Assignee's, or Tenant's interest in this Lease by such party.

(c) Upon the sale or other transfer of the leasehold interests acquired under foreclosure or assignment instead of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder.

(d) Neither the bankruptcy nor the insolvency of Lessee, an Assignee, or any Tenant shall be grounds for terminating this Lease if the rent and all other monetary charges payable by such Lessee, Assignee, or Tenant hereunder are paid by the Lender per the terms of this Lease.

(e) Nothing herein shall be construed to extend this Lease beyond periods contemplated in Section 4 or require a Lender to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

**11.3 New Lease to Lender.** Suppose this Lease terminates because of any default, foreclosure, or assignment in lieu of foreclosure, or bankruptcy, insolvency, or appointment of a receiver in bankruptcy. In that case, Landowner shall give prompt written notice to the Lenders. Upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, Landowner shall enter a new lease of the Property with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new Lease shall be effective as of the date of the termination of this Lease, shall be upon the same terms, covenants, conditions, and Leases, as contained in this Lease, and shall be subject to all existing subleases, entered into under this Lease, provided that the subtenants are not then in default. Upon the execution of any such new lease, the Lender shall (i) pay Landowner any amounts which are due Landowner from Lessee, the Assignee or Tenant, (ii) pay Landowner all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of termination to the date of the new Lease, (iii) perform all other obligations of Lessee and the Assignee or

Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee, the Assignee or Tenant that would have accrued under this Lease up to the date of commencement of the new Lease, except those obligations which constitute Non-Curable Defaults. Any new lease granted to the Lender shall enjoy the same priority as this Lease over any lien, encumbrance, or other interest created by Landowner. The provisions of this Section 11 shall survive termination of this Lease and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new Lease, such Lender may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner, provided that all of the conditions for a new lease as outlined in this Section are complied with.

**11.4 Reserved.**

**11.5 No Waiver.** No payment made to Landowner by any Lender shall constitute an admission or agreement that such payment was, in fact, due under the terms of this Lease or a waiver of the Lender's rights concerning any wrongful, improper, or mistaken notice or demand concerning such payment.

**11.6 No Merger.** There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property because this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property. All persons (including Lenders) interested in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and duly record the same.

**11.7 Further Amendments.** Upon request, Landowner shall (1) amend this Lease to include any provision reasonably requested by a proposed Lender, provided such amendment does not materially impair Landowner's rights or substantially increase the burdens or obligations of Landowner under this Lease, and (2) execute such estoppel certificates (certifying as to such matters as Lender may reasonably request, including, without limitation, that no default then exists under this Lease, if such be the case) and other additional instruments reasonably requested by any Lender to evidence the status of this Lease and Lender's rights under this Lease.

**12. Default and Termination.**

**12.1 Lessee's Right to Terminate.** Lessee shall have the right to terminate this Lease, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Lease, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Lease shall remain in effect as to the remainder of the Property.

**12.2 Landowner's Right to Terminate.** Except as qualified by, and subject to, Section 10 and by Section 11, Landowner shall have the right to terminate this Lease if (i) a material default in the performance of Lessee's obligations under this Lease shall have occurred and remains uncured, (ii) Landowner simultaneously notifies Lessee and all Lenders, Assignees

and Tenants in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within 90 days after Lessee, or within 120 days in the case of all Assignees and Tenants, receive the written notice, or, if cure will take longer than 90 days for Lessee or 120 days for any Assignee or any Tenant, Lessee, or an Assignee or Tenant on Lessee's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

**12.3 Effect of Termination.** Upon termination or expiration of this Lease, the Decommissioning Obligations and other provisions in Section 13.13 shall apply. Any termination shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease.

**12.4 Cumulative Remedies.** Subject to the other terms and conditions of this Lease, each party shall have all rights and remedies available at law and in equity for any breach of this Lease by the other party.

### **13. Miscellaneous.**

**13.1 Force Majeure.** If the performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with because of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever and to the extent such causes are removed. "Force Majeure" means fire, earthquake, flood, public health or other emergencies in the state or region where the Property is located, virus pandemic, or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a party hereto. Lessee shall only be excused from payment of Operating Fees during the Term as the result of a Force Majeure condition if Lessee is not insured for such losses and then, regardless of insurance coverage, should the Force Majeure condition during the Term persist for a period longer than 180 days then Lessee shall commence paying Operating Fees but in a reduced amount equal to \$250 per month. In any event, Lessee may terminate this Lease if a Force Majeure condition persists for 180 days.

**13.2 Confidentiality.** Landowner shall maintain in the strictest confidence, for the benefit of Lessee, any Assignee or Tenant, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Energy Project, and the like, whether disclosed by Lessee, any Assignee or Tenant or discovered by Landowner, unless such information either (i) is in the public domain because of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any Assignee or Tenant. Notwithstanding the foregoing, Landowner may disclose such information to

Landowner's lenders, attorneys, accountants, and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Lease; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or under lawful process, subpoena or court order requiring such disclosure, provided Landowner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive, or confidential information concerning this Lease, the Solar Energy Project to be constructed on the Property by Lessee, or any other existing solar power project owned or operated by Lessee. The provisions of this Section 13.2 shall survive the termination or expiration of this Lease.

**13.3 Successors and Assigns.** This Lease shall burden the Property and shall run with the land. This Lease shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Lease shall be deemed to include Assignees and Tenants, which hold a direct ownership interest in this Lease and are exercising rights under this Lease to the extent consistent with such interest.

**13.4 Memorandum of Lease.** Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of the Lease (a "Memorandum") evidenced by this Lease reasonably satisfactory in form and substance to Lessee and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property. Upon termination of this Lease for any reason, Lessee, its successors, or assigns shall promptly record on the Land Records of the municipality in which the Property is located a "quitclaim" acknowledging that the Lease evidenced by the Memorandum is terminated and that Lessee has no further interest of any kind in the Property.

**13.5 Notices.** All notices or other communications required or permitted by this Lease, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or instead of such personal service, five (5) days after deposit in the United States mail, first-class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

The Honorable Bernie Denler  
First Selectman  
127 Norwich Avenue  
Colchester, CT 06415  
selectman@colchesterct.gov

If to Lessee:

Erik Nelson  
Silver Brook Solar, LLC  
511 Fitch Hill Road  
Uncasville, CT 06382  
sbs@silverbrooksolar.com

With a copy to:

Paul R. Michaud  
Michaud Law Group LLC  
515 CenterPoint Drive, Suite 503  
Middletown, CT 06457  
pmichaud@michaud.law

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

**13.6 Entire Lease; Amendments.** This Lease Agreement constitutes the whole agreement between Landowner and Lessee respecting its subject matter. Any Lease, understanding, or representation respecting the Property, the Lease, or any other matter referenced herein not expressly outlined in this Lease Agreement or subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral Lease (even if supported by new consideration), course of conduct, or absence of a response to a unilateral communication, shall be binding on either party.

**13.7 Legal Matters.**

**13.7.1** This Lease shall be governed by and interpreted per the state's laws in which the Property is situated. Suppose the parties cannot resolve amicably any dispute arising out of or in connection with this Lease. In that case, they agree that such dispute shall be resolved in a state or federal court located in the county in which the Property is situated. If none, then a state or federal court nearest the county in which the Property is situated. Suppose Lessee is compelled to commence a legal action against Landowner under the terms of this Lease. In that case, Lessee shall be entitled to seek reasonable and actual attorneys' fees in connection with such action.

**13.7.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO. EACH OF LANDOWNER AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR CONCERNING ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

**13.7.3** EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE AND ANY LEASE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

**13.8 Partial Invalidity.** Should any provision of this Lease be held in a final and unappealable decision by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the court's holding. Notwithstanding any other provision of this Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

**13.9 Tax Credits.** Suppose under applicable law, the holder of a leasehold interest in the nature of that held by Lessee, an Assignee, or a Tenant under this Lease becomes ineligible for any tax credit. In that case, benefit or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, Landowner and Lessee shall amend this Lease or replace it with a different instrument to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive.

**13.10 No Partnership.** Nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or regarding anyone or more of the parties to this Lease.

**13.11 Counterparts.** This Lease may be executed with counterpart signature pages and duplicate originals, each of which shall be deemed an original. All of which together shall constitute a single instrument. An electronic signature shall be as effective as an original.

**13.12 Signage.** The lessee shall have the right to place one or more signs on the Property exclusively to advertise the Solar Energy Project.

**13.13 Decommissioning.** At the termination or expiration of the Lease, whether as to the entire Property or only as to part, Lessee shall cease commercial operation of the Solar Energy Project on the Property or the part as to which the Lease has terminated or expired. Lessee

shall, as soon as practicable thereafter and at its sole cost and expense, remove all above-ground and below-ground Solar Energy Project, excluding the portion of foundations that are below a depth of two feet below grade from the natural surface of the Property or of the portion as to which this Lease was terminated, infrastructure and underground conduit that cannot be removed without damage to the Property, and dispose of such removed components per applicable law (the "Decommissioning Obligations"). Lessee shall leave the Property in substantially the same condition as before the Effective Date (except for removal of trees and foliage permitted hereunder) and shall restore the soil surface to a condition reasonably similar to its original condition, reasonable wear, and tear, and casualty excepted. Lessee shall post a decommissioning performance bond to secure its performance of its obligations under this Section 13.13. The provisions of this section shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]



IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

TOWN OF COLCHESTER

\_\_\_\_\_  
Name: Bernie Dennler  
Title: First Selectman  
Duly Authorized

**LESSEE:**

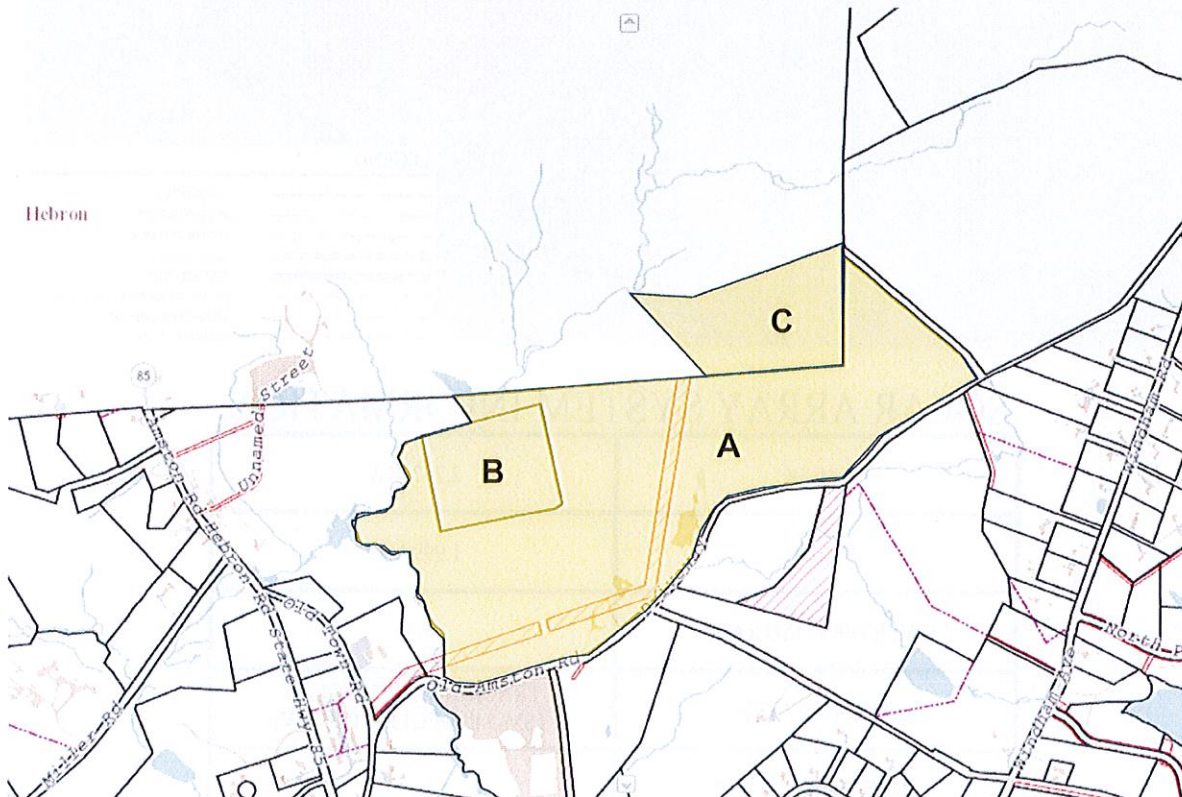
SILVER BROOK SOLAR, LLC

By: \_\_\_\_\_  
Name: Erik C. Nelson  
Title: Managing Member  
Duly Authorized

**EXHIBIT A****Description of Property**

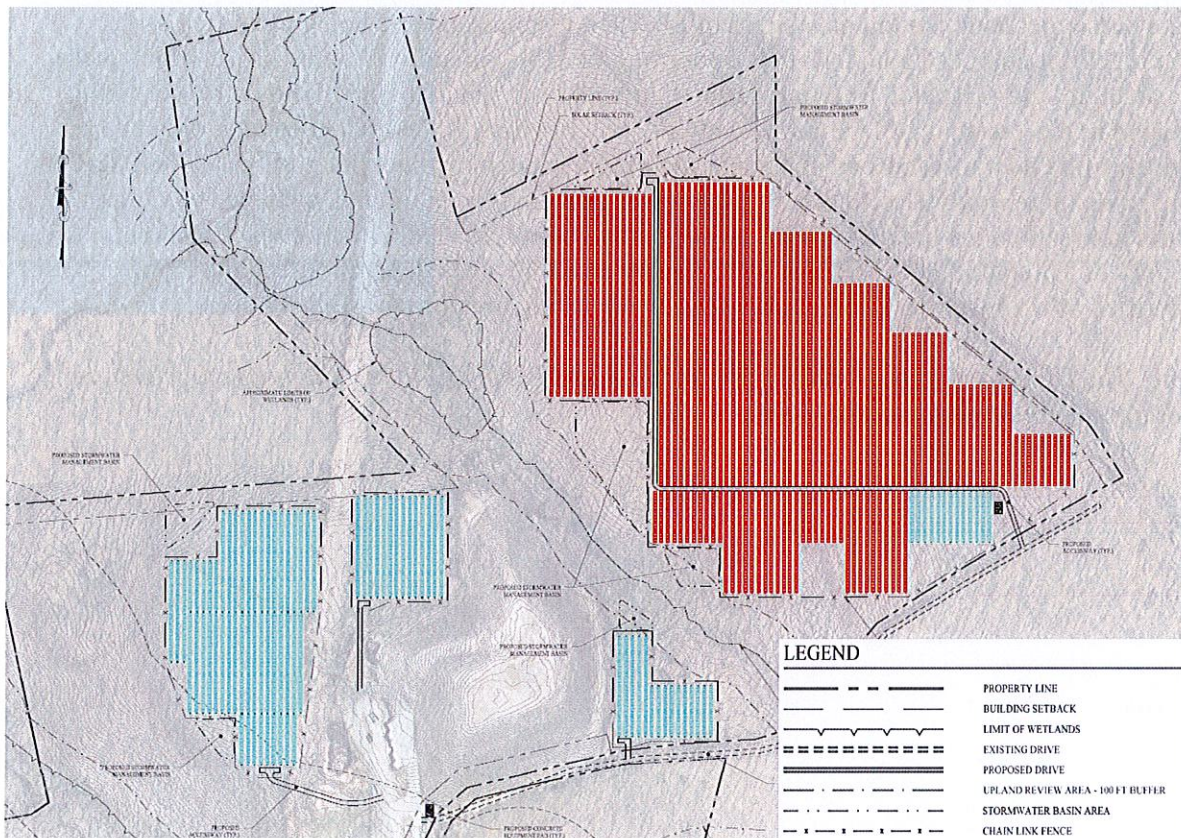
All that particular piece or parcel of land, together with the improvements thereon and appurtenances thereto, which piece or parcel of land is labeled as A and outlined in yellow on the map image shown below, being situated in the Town of Colchester, County of New London, State of Connecticut, having an address of 89 Old Amston Road and being identified as tax map/block/lot number 06-06/041-000, consisting of approximately 73 acres. Also which piece or parcel of land is labeled as B and outlined in yellow on the map image shown below, being situated in the Town of Colchester, County of New London, State of Connecticut, having an address of 0 Old Amston Road and being identified as tax map/block/lot number 06-06/042-000, consisting of approximately 9 acres. Also which piece or parcel of land is labeled as C and outlined in yellow on the map image shown below, being situated in the Town of Hebron, County of Tolland, State of Connecticut, having an address of 0 Church Street and being identified as tax map/block/lot number 09-13, consisting of approximately 17 acres.

*Note: The Description above may be modified under Section 3.2.1.1 of the Lease to which this Exhibit A is attached under the Final Site Plan.*



**Depiction of the Project Premises**

*The Depiction below may be modified under Section 3.2.1.1 of the Lease to which this Exhibit A is attached under the Final Site Plan.*



**SOLAR ARRAY SYSTEM INFORMATION**

SIZE DC	2.797 MW
SIZE AC	1.999 MW
INVERTER LOAD RATIO	1.40
MODULE TYPE	TRACKING TRINASOLAR TSM-540-DEG19C.20 (540W)
MODULE QUANTITY	5,180

**EXHIBIT B****Final Site Plan**

*To be attached after lease execution: Final Site Plan as approved by Landowner showing the solar array layout area and access and interconnection areas.*

**Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall thereafter enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.**