



**City of Ansonia**  
OFFICE OF THE MAYOR  
CITY HALL  
253 MAIN STREET  
ANSONIA, CONNECTICUT 06401

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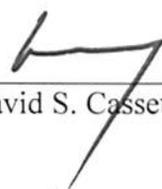
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**David S. Cassetti**  
Mayor

**ANSONIA BOARD OF ALDERMEN**  
**SPECIAL MEETING AGENDA**

Tuesday, August 26<sup>th</sup>, 2014  
7:00 P.M. Aldermanic Chambers  
AMENDED

1. PLEDGE OF ALLEGIANCE
2. PUBLIC SESSION
3. ROLL CALL
  
4. Greenskies Solar panel Project Re: Consideration of Agreement for Cost Savings
5. Nomination for Housing Authority Appointment Re: Rev. Samuel Levey
6. Consideration of ARMS Bids
7. Consideration of Draft Report Re: Charter Revision; Proposed Changes to Charter
8. Abestone Park Tennis Court Re: Consideration of Renovation or Removal of Courts
9. Appointments: See mayor's Letter Dated August 21<sup>st</sup>, 2014
10. Executive Session Re: Detective Gerald Tenney
11. Action on Executive Session if Needed
12. Adjournment

  
\_\_\_\_\_  
David S. Cassetti, Mayor

**NOTICE TO THE PUBLIC**  
To insure ADA Compliance please call (203)-736-5900 48 hours prior to meeting.

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**SOLAR POWER & SERVICES AGREEMENT**

between

**GRE 351 Ansonia LF LLC**

and

**City of Ansonia**

Dated as of \_\_\_\_\_, 2014

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## SOLAR POWER & SERVICES AGREEMENT

This Solar Power & Services Agreement is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), between GRE 351 Ansonia LF LLC, a limited liability company duly formed under the laws of the State of Connecticut ("Provider"), and City of Ansonia, a Connecticut municipality ("Host"; and, together with Provider, each, a "Party" and together, the "Parties").

### WITNESSETH:

WHEREAS, Host owns the Property (defined herein) fee simple;

WHEREAS, Host desires that Provider install and operate solar photovoltaic systems at the Property for the purpose of providing Solar Services (as hereafter defined) to Host, and Provider is willing to undertake to do the same; and

WHEREAS, Provider desires to sell, and Host desires to purchase, such Solar Services at the Property, pursuant to the terms and conditions set forth herein.

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

### 1. DEFINITIONS.

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

"Access License" shall mean a royalty-free license for the duration of this Agreement, granted to the Provider, Lender, their successors and permitted assigns, and their respective agents and contractors pursuant to, and as further described, in Section 7.2(g).

"Actual Monthly Production" means the amount of Energy generated by the System and delivered to the Delivery Point as recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.3.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

"Affiliate Assignee" has the meaning set forth in Section 14.2(a).

**“Agreement”** means this Solar Power & Services Agreement, including the preamble and the Schedules, Appendices and Exhibits attached hereto and incorporated herein by reference.

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

**“Applicable Standard”** means the Green-e Energy National Standard, which is the voluntary certification and verification program for renewable energy administered by the non-profit Center for Resource Solutions

**“Assignment”** has the meaning set forth in Section 14.

**“Business Day”** means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

**“Change in Law”** means that, after the Effective Date, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any respect by any Applicable Law (including any interpretation thereof). Change in Law does not include changes in Tax laws.

**“Commercial Operation Date”** has the meaning set forth in Section 3.3(c).

**“Completion Notice”** has the meaning set forth in Section 3.3(b).

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

**“Connecticut Solar Renewable Energy Credits”** or “ZREC” shall mean solar REC’s, as that term is defined in §§ 107, 108 and 110 of Public Act 11-80, An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut’s Energy Future.

**“Contract Price”** has the meaning set forth in Section 6.1.

**“Delivery Point”** has the meaning set forth in Section 5.1(a).

**“Dispute”** has the meaning set forth in Section 12.1.

**“Early Termination Date”** has the meaning set forth in Section 2.1.

**“Early Termination Fee”** means the fee payable by Host to Provider under the circumstances described in Section 2.2 or Section 11.2(b).

**“Effective Date”** has the meaning set forth in the preamble hereof.

**“Energy”** means electric energy measured in kilowatt hours (kWh) generated by the System in accordance with the specifications set forth in the System Description.

**“Environmental Attributes”** has the meaning set forth in Section 5.3(b).

**“Environmental Laws”** mean any Applicable Law (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act) in effect relating to the remediation, generation, production, installation, use, storage, treatment, transportation, release, threatened release, or disposal of Hazardous Materials, or noise control, or the protection of human health, safety, natural resources, or the environment.

**“Expiration Date”** has the meaning set forth in Section 2.1.

**“Fair Market Value”** means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.3.

**“Fitch”** means Fitch Ratings, Ltd.

**“Force Majeure Event”** has the meaning set forth in Section 10.1.

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

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

**“Green-e Certified”** refers to an environmental commodity or product that has been certified by the Green-e Governance Board, acting through the Center for Resource Solutions, as mitigating climate change and helping to build a sustainable energy future.

**“Hazardous Material”** means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic (to human health or the environment) or a pollutant or a contaminant under or pursuant to any Applicable Law, including any constituents, admixture or solution thereof, and specifically including petroleum and all derivatives and constituents thereof or synthetic substitutes therefore or additives thereto and asbestos or asbestos-containing materials.

**“Host”** has the meaning set forth in the preamble hereof.

**“Host Conditions Precedent”** has the meaning set forth in Section 2.6.

**“Host Default”** has the meaning set forth in Section 11.2(a).

**“Host Indemnified Parties”** has the meaning set forth in Section 17.1.

**“Host Permits”** has the meaning set forth in Section 7.1(b).

**“Host’s Interconnection Obligation”** shall mean those obligations under the Interconnection Agreement that Host has reviewed and agreed to in advance of the commencement of System installation and which the Local Electric Utility requires the Host to perform, to the extent such obligations cannot be performed by Provider as agent for Host.

**“Host’s Property Usage”** has the meaning set forth in Section 7.2(g).

**“Indemnified Party”** has the meaning set forth in Section 17.3(a).

**“Indemnifying Party”** has the meaning set forth in Section 17.3(a).

**“Indemnified Persons”** means the Host Indemnified Parties or the Provider Indemnified Parties, as the context requires.

**“Initial Term”** has the meaning set forth in Section 2.1.

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

**“Interconnection Agreement”** means any standard interconnection agreement to be entered into by and among Provider, Host and the Local Electric Utility, and any other written agreement regarding the interconnection, operation or maintenance of the System entered into among the Local Electric Utility, Provider and/or Host.

**“Interconnection Agreement Payments”** has the meaning set forth in Section 4.4.

**“Invoice Date”** has the meaning set forth in Section 6.2.

**“kWh Rate”** means the amount Host will pay to Provider, expressed in terms of dollars per kWh (\$/kWh), for Solar Services delivered under this Agreement, where the specific value for each applicable year is presented in Schedule 4 of the Appendix.

**“Lender”** means either (i) any Person who has or will make a loan to Provider to finance all or part of the System costs or (ii) any Person to whom Provider has sold or conveyed the System, as applicable and Leased back the System under a sale/leaseback arrangement or (iii) any Person to whom Provider has otherwise sold or conveyed the System where such Person acquires the tax credits or other benefits

of such System and Provider retains or receives back a leasehold or other interest in the System such that Provider has the rights and authority to perform its obligations as Provider hereunder including a partnership-flip transaction.

“Liens” has the meaning set forth in Section 7.1(g).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Host at the Property.

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

“Minimum Credit Rating” means, with respect to a party, such party’s senior unsecured debt is rated “BBB+” or better by S&P, “BBB+” or better by Fitch, or “Baa1” or better by Moody’s.

“Monitoring Equipment”, for a System, has the meaning set forth in Schedule 2.

“Moody’s” means the Moody’s Investor Services, Inc.

“Notice of Claim” has the meaning set forth in Section 17.3(a).

“Option Price” has the meaning set forth in Section 2.2.

“Party” or “Parties” has the meaning set forth in the preamble hereof.

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

“Property” means the property described in Schedule 1 of the Appendix.

“Provider” has the meaning set forth in the preamble hereof.

“Provider Conditions Precedent” has the meaning set forth in Section 2.5.

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

“Provider Indemnified Parties” has the meaning set forth in Section 17.2.

“Prudent Industry Practices” means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, reliability, safety, environmental protection, economy and expedition.

**“Purchase Date”** means the six (6), ten (10) and fifteen (15) year anniversary of the Commercial Operation Date, and the last day of the Term or any Renewal Term, regardless of whether such last day is the result of Early Termination or Expiration.

**“Purchase Option”** has the meaning set forth in Section 2.2.

**“Qualified Assignee”** has the meaning set forth in Section 14.3(b)(v).

**“Qualified Purchaser”** has the meaning set forth in Section 14.2(b)(i).

**“REC”** means a Renewable Energy Credit representing the Environmental Attributes associated with one (1) Megawatt hour (“MWh”) of electric generation from a renewable energy source that qualifies under the Applicable Standard.

**“Renewal Rate”** means, as of the beginning of any Renewal Term, the Fair Market Value for the provision of Solar Services at the Property during such Renewal Term, as agreed between the Parties prior to the beginning of such Renewal Term. Except as provided in Section 2.1, the Renewal Rate shall be the kWh Rate with applicable escalation, as continuing from the final year of the expiring Term. Upon the establishment of any new kWh Rate, Schedule 4 to the Appendix shall be amended to reflect such new kWh Rate.

**“Renewal Term”** has the meaning set forth in Section 2.1.

**“Replacement Agreement”** has the meaning set forth in Section 14.2(a).

**“Representative”** has the meaning set forth in Section 16.1.

**“S&P”** means the Standard & Poor’s Rating Services.

**“Security”** has the meaning set forth in Section 14.2(b)(i).

**“Solar Insolation”** or **“Insolation”** means the amount of solar energy, measured in kWh per square meter, falling on a particular geographic location, as published by the National Renewable Energy Laboratory.

**“Solar Services”** means the supply of onsite Energy output from the System at the Delivery Point together with other services or efficiencies associated with the operation of the System.

**“Solar Services Payment”** has the meaning set forth in Section 6.1.

**“Stated Rate”** means a rate per annum equal to the lesser of (a) the Federal Funds Rate and (b) the maximum rate allowed by Applicable Law.

**“System”** is the photovoltaic solar power generation system owned and/or operated by the Provider and installed at the Property as described in Schedule 2 of the Appendix. System also includes the integrated assembly of photovoltaic panels,

mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring interconnected with the Local Electric Utility.

**“System Acceptance Testing”** has the meaning set forth in Section 3.3(a).

**“System Description”**, for a System, has the meaning set forth in Schedule 2 of the Appendix.

**“System Installation Period”** means the period from (and including) the date that Provider (or its subcontractors) commences physical installation of the System on the Property to (but excluding) the Commercial Operation Date.

**“System Operations”** means the operation, maintenance and repair of the System performed by or for Provider during the Term, as well as all back office services necessary for Provider to support the System and process bills and payments.

**“System Permits”** has the meaning set forth in Section 7.1(b).

**“System Test Procedures”** has the meaning set forth in Section 3.3(b).

**“System Site”** of a System has the meaning set forth in Schedule 2 of the Appendix.

**“Taxes”** has the meaning set forth in Section 9.1.

**“Tax Attributes”** has the meaning set forth in Section 5.3(c).

**“Term”** has the meaning set forth in Section 2.1.

**“UNFCCC”** has the meaning set forth in Section 5.3(b).

**“Work”** means the Installation Work, the System Operation, the Solar Services and Provider’s other obligations under this Agreement.

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

- 1.3 **Exhibits, Schedules and Appendices.** The tables below list and describe each Exhibit, Schedule and Appendix to this Agreement.

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
Exhibit A	Acknowledgement and Confirmation
Exhibit B\B-1	Owner Acknowledgement
Exhibit C	(reserved)
Exhibit D	Form of Invoice

<b><u>Appendix</u></b>	<b><u>Description</u></b>
Appendix: Schedule 1	Description of the Property
Appendix: Schedule 2	Description of the System
Appendix: Schedule 3	System Acceptance Testing Procedure
Appendix: Schedule 4	Solar Services Payment
Appendix: Schedule 5	Early Termination and Purchase Option
Appendix: Schedule 6	Emergency Contact Information
Appendix: Schedule 7	Provider's Installation Work Schedule
Appendix: Schedule 8	Monthly Benchmark Production Percentages

## 2. **TERM AND TERMINATION.**

- 2.1 **Term.** The initial term of this Agreement shall commence on the Commercial Operation Date and shall continue for a period of twenty (20) years thereafter (the "**Initial Term**"), unless and until terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, the Host shall have the option to renew this Agreement for one (1) five year term ("**Renewal Term**") by providing written notice of renewal to the Provider at least thirty (30) days prior to the expiration of the Initial Term or then applicable Renewal Term. Within five (5) days of receipt of such renewal notice, Provider may initiate, by written notice to Host, a renegotiation of the Renewal Rate, provided that Provider is able to demonstrate, to Host's reasonable satisfaction, that Provider's reasonably projected revenues minus costs for the Renewal Period would yield an average annual net profit to the Provider that is less than 50% of the average annual net profit earned by the Provider during the Initial Term. The Initial Term and all subsequent Renewal Terms, if any, are referred to collectively as the "**Term**." The date on which this Agreement terminates by reason of expiration of the then applicable Term is hereafter referred to as the "**Expiration Date**." Any other date on which this Agreement terminates in accordance with the terms hereof is hereafter referred to as the "**Early Termination Date**." Should the Parties be unable to reach agreement on a revised Renewal Rate prior to the commencement of the proposed Renewal Term, then this Agreement shall expire at the end of the Initial Term or then current Renewal Term.

## 2.2 Purchase Option.

(a) On any Purchase Date, so long as a Host Default shall not have occurred and be continuing, Host has the option to purchase the System (the "Purchase Option") for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, as determined pursuant to Section 2.3, and (b) the Early Termination Fee (Option Price) as of the Purchase Date as specified in Schedule 5 Column 2 of the Appendix. To exercise its Purchase Option, Host shall, not less than sixty (60) days prior to the Purchase Date, provide written notice to Provider of Host's intent to exercise its option to purchase the System on such Purchase Date. Upon receipt of Host's notice, Provider and Host shall promptly determine the Fair Market Value ("FMV") of the System, as provided in Section 2.3 below. Once the FMV has been established, Provider shall promptly notify Host of the resulting Option Price. Host shall then have a period of five (5) Business Days after notification to confirm or retract its decision to exercise the Purchase Option. In the event Host confirms its exercise of the Purchase Option in writing to Provider, (i) the Parties will promptly execute all documents necessary to (A) cause title to such System to pass to Host, free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person as of the Purchase Date, and (B) assign all warranties for the System to Host, and (ii) Host will pay the Option Price to Provider, such payment to be made in accordance with any previous written instructions delivered to Host for payments under this Agreement. Upon execution of the documents and payment of the Option Price and Host's receipt of title to the System, in each case as described in the preceding sentence, this Agreement shall terminate automatically. In the event Host retracts its exercise of, or does not timely confirm the Purchase Option, the provisions of this Agreement shall be applicable to the next Purchase Date.

(b) In the event that Provider becomes subject to a bankruptcy, insolvency, reorganization, or receivership proceeding, Provider hereby irrevocably consents to relief from any otherwise applicable stay or injunction in order for Host to (i) submit notice to the Provider pursuant to this Section, (ii) exercise the Purchase Option and if applicable the proceeds of which will be provided to Lender, or (iii) otherwise effectuate its rights under this Section. Provider hereby covenants and agrees not to oppose any relief from an otherwise applicable stay or injunction that Host may seek in order to exercise the Purchase Option pursuant to this Section. Provider acknowledges and agrees that, in the event Provider becomes subject to a bankruptcy, insolvency, reorganization, or receivership proceeding, Host's right to exercise the Purchase Option shall constitute cause for granting such relief, including, without limitation, "cause" within the meaning of section 362(d) of title 11 of the United States Code.

2.3 Determination of Fair Market Value. The Fair Market Value of a System or Solar Services, as applicable, shall be determined by the mutual agreement of Host and Provider; provided, however, if Host and Provider cannot mutually agree to a Fair Market Value within ten (10) days of the need to determine Fair Market Value pursuant to this Agreement, then the Parties shall mutually select a nationally

recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

- 2.4 **Removal of System at Expiration or Termination.** Subject to Host's exercise of its Purchase Option under Section 2.2, upon the expiration or earlier termination of this Agreement according to its terms, Provider shall remove all of its tangible property comprising the System from the Property, on a mutually convenient date as soon as possible for Provider, using Provider's commercially reasonable efforts, but in no case later than one hundred twenty (120) days after the Expiration Date. Any such removal shall be done in a way that does not materially disrupt or interfere with Host's business operations on the Property. The Property shall be returned by Provider to its original condition, except for System mounting pads or other support structures and ordinary wear and tear. In no case shall Provider's removal of the System affect the integrity of Host's Property. Provider shall pay all costs for the removal of the System pursuant to this Section 2.4. For purposes of Provider's removal of the System, Host's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Property in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Host shall have the right, at its option, and upon prior written notice, to remove the System to a public warehouse and restore the Property to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) all at Provider's cost.
- 2.5 **Provider's Conditions of this Agreement Prior to Installation.** The following are conditions of this Agreement that, if not met prior to commencement of the Installation Work on the System, will, at Provider's election, permit Provider to terminate this Agreement pursuant to Section 2.7 ("Provider Conditions Precedent"):
- (a) The structural integrity of the roof, as is, is sufficient to accommodate a System;
  - (b) There is a suitable electrical interconnection point of sufficient capacity to accommodate a System as designed located within 500 feet of the planned location of a System as described in Schedule 1 of the Appendix;
  - (c) For any underground placement of electrical cable or conduit, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with National Electrical Code;
  - (d) There exist at the time that installation commences no other known site conditions or construction requirements that would materially increase the

cost of Installation Work or would adversely affect the electricity production from a System as designed;

- (e) A rebate or subsidy in the amount required by Provider for applicable financing is available to Provider from the State, local utility, or other source for the installation of the System and confirmation that Provider will obtain all Tax Attributes;
- (f) There is no material adverse change in the subsidy program or federal tax code after the Effective Date and prior to the commencement of installation of the solar photovoltaic system that would adversely affect the economics of the installation for Provider and/or its Lender(s);
- (f) The System Permits are available on terms reasonably satisfactory to Provider;
- (g) Receipt of all necessary zoning, land use and building permits;
- (h) There is no material adverse change that affects the creditworthiness of Host;
- (i) Execution of all necessary agreements for interconnection to the applicable electric distribution system;
- (j) Such other Provider Conditions Precedent as may be set forth in Schedule 2 of the Appendix as additional Provider Conditions Precedent for a particular System; and
- (l) No Change in Law has occurred that makes Provider a “public utility” in performing its obligations under this Agreement.

2.6 Host’s Conditions of this Agreement Prior to Installation. The following are conditions precedent of this Agreement that must be met prior to commencement of the Installation Work on the System, and that, if not met, at Host’s election, permit Host to terminate this Agreement pursuant to Section 2.7 (“Host Conditions Precedent”):

- (a) Host has reviewed all Installation Work construction plans, including lists of System equipment and engineering evaluations of the System and has received all corporate approvals then required to commence with the Installation Work;
- (b) Provider has delivered to Host current certificates of insurance or proof of qualified self-insurance evidencing that Provider has obtained the insurance required under Section 18 applicable to the System;
- (c) Execution of all necessary agreements for interconnection to the applicable electric distribution system; and

- (d) Provider has delivered to Host evidence that Provider has obtained all Governmental Approvals, including without limitation, all System Permits, necessary for Provider to legally begin the Installation Work of the applicable System.

**2.7 Right to Terminate this Agreement.** In addition to any other termination rights of a Party set forth herein:

- (a) At any time after the first two (2) years following execution of this Agreement, Host may require that Provider certify within sixty (60) days of notice from Host that all of the conditions precedent set forth in Section 2.5 have been met. If Provider cannot or does not so certify as the result of delays in securing necessary utility of governmental approvals, Host may grant Provider a grace period of an additional six (6) months to certify that all of the conditions precedent set forth in Section 2.5 have been met. At the end of any such grace period or if no grace period is granted, Provider or Host may terminate this Agreement without liability to either party. Termination pursuant to this portion of Section 2.7(a) shall relieve Host from any further obligations under this Agreement with regard to the System, including but not limited to the obligation to pay an Early Termination Fee.
- (b) If Provider (with Host's assistance to the extent reasonably necessary) is unable after good faith effort to reserve a rebate or subsidy in an amount required by Provider for applicable financing, said rebate or subsidy being made available from the state, local utility or other source for the installation of the applicable System as designed, or if any of the conditions in Section 2.5 are not met, Provider has the unilateral right to terminate this Agreement upon written notice to Host; provided that in the case where the Installation Work has been initiated or substantially completed, Provider shall promptly after such termination, at Provider's expense, remove any and all System infrastructure or components within the timeframe specified in Section 2.4. Such termination shall be without liability to either Party.

**3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.**

**3.1 Installation Work.**

- (a) Host hereby grants to Provider an Access License for access to and use of portions of the Property upon which to locate the System. Provider will cause the System to be designed, engineered, installed, operated and constructed substantially in accordance with the terms of this Agreement. Host shall have the right to review all construction plans, including engineering evaluations of the impact of the System on (i) the structural integrity and strength of the roof of the Property, if applicable, and (ii) the then current Local Electric Utility's equipment and service.

- (b) Provider shall provide the project management and construction management services for the System as described in the System Description as defined in Schedule 2 of the Appendix. Provider shall (a) maintain a qualified and competent organization as necessary to perform the Installation Work in the applicable System Description, (b) maintain the System Site reasonably clear of debris, waste material, and rubbish, (c) use only the entrance(s) described in the applicable System Description for ingress and egress of all personnel, equipment, vehicles, and materials, and (d) otherwise perform the Work in accordance with the applicable System Description, including any limitations contained therein. Host shall have the right at all times to review Provider's work on the System to determine if Provider is in compliance with the applicable System Description and Host's policies and procedures. If Host determines in its reasonable discretion that Provider is not in compliance with the System Description or Host's policies and procedures, the parties shall work together in good faith to remedy such issues. If the parties are unable to agree upon a mutually satisfactory resolution to any such issues, then Host may contract with a third party to review the issues and determine the appropriate resolution of such issues. Provider shall bear the cost for such third party review only if such third party determines that Provider has materially deviated from the System Description.
- (c) Provider may elect to have the Work performed or provided by contractors or subcontractors engaged by Provider. To the extent Provider elects to cause any contractor or subcontractor to perform or provide any of the Work, Provider shall remain fully liable for the performance of such Installation Work and such delegation shall not relieve Provider from any of Provider's obligations or liabilities under this Agreement.

### 3.2 Approvals; Permits.

(a) Provider shall obtain all necessary approvals from the Local Electric Utility, including the submission of applications for interconnection of the System with the Local Electric Utility. Host shall provide commercially reasonable assistance to Provider in obtaining necessary approvals from the Local Electric Utility and the necessary local Governmental Approvals for the System in accordance with Section 7.1 and Section 7.2, which may include provision by Host of electrical drawings and structural drawings for the Property. If prior to the commencement of Installation Work, any applicable Governmental Authority fails to provide the necessary Governmental Approvals or permits, Provider may, at the Provider's option, terminate this Agreement within ten (10) business days following Provider's receipt of such notification that the application for permits have not been accepted or that necessary Governmental Approvals have been denied. The failure of Provider to obtain any required Governmental Approval shall not constitute a Provider Default, so long as Provider has diligently sought such Governmental Approval. Upon such termination by Provider, Host shall have no obligation to pay an Early Termination Fee.

(b) If the Local Electric Utility fails to approve the interconnection of the System or requires equipment in addition to that shown in Schedule 2 of the Appendix, Provider may, at Provider's option, terminate this Agreement within ten (10) business days following Provider's receipt of such notification from the Local Electric Utility. If Provider elects not to terminate this Agreement pursuant to this Section 3.2, Host, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Property required by the Local Electric Utility or any state inspection for interconnection of the System,. If such repairs or changes to the existing electrical structure of the Property are only required for purposes of interconnection of the System, then Provider shall have the option to re-engineer the System, at Provider's sole expense, in a manner that satisfies the Local Electric Utility and/or Governmental Authority requirements for interconnection of the System. If such re-engineering cannot be accomplished for the System on the Property, then Provider and Host shall explore, in good faith, the relocation of the System to an alternative Host site where interconnection of the system with the Local Electric Utility can be accomplished in a timely manner without cost to the Host. If no such alternative Host site can be agreed upon by the Parties, then Host may, in its sole discretion, terminate this agreement without cost or liability.

### 3.3 System Acceptance Testing

- (a) Provider shall conduct testing of the System ("System Acceptance Testing"). Provider shall notify Host not less than three (3) Business Days prior to the anticipated date of System Acceptance Testing. Host shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Host's sole cost.
- (b) If (i) the System is substantially complete, interconnected with the electric system of the Property and, if applicable, with the system of the Local Electric Utility in accordance with Applicable Law and the rules of the Local Electric Utility, (ii) Provider has accepted such System from its equipment suppliers and installers, (iii) the results of the System Acceptance Testing, attached hereto as Schedule 3 of the Appendix, establish that the System is installed and operating in accordance with all manufacturer's specifications and applicable laws, regulations and permit requirements (the "System Test Procedures"), and using such instruments and meters as have been installed for such purposes, and (iv) the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice to that effect to Host (a "Completion Notice"), accompanied by a copy of the results of the System Acceptance Testing.
- (c) The "Commercial Operation Date" shall be the date of Host's receipt of a Completion Notice.

- 3.4 Solar Access License. Host shall provide commercially reasonable assistance to Provider in securing a solar access license to prevent overshadowing of the System and subsequent reduction in System electricity production. At Provider's request and

expense, Host will use commercially reasonable efforts to secure an easement for the System to prevent other buildings, structures or flora located off of the Property from overshadowing or otherwise blocking access of the sunlight to the System if under Applicable Law the filing of a recorded instrument will create such easement without undue burden to Host.

- 3.5 Host will provide Provider with a working Ethernet connection to intranet and/or internet network(s), in the area of electrical equipment, in order to enable Provider to remotely monitor the System's energy production.

#### 4. SYSTEM OPERATIONS.

- 4.1 Provider as Owner and Operator. The System will be owned and operated by or for Provider at its sole cost and expense. "System Operation" means all actions, including monitoring and maintaining a System, necessary for Provider to fulfill its covenants under this Agreement. Any repair or maintenance of a System will be promptly completed by or for Provider, at its sole cost and expense, for Provider's benefit as legal and beneficial owner of a System, to the extent that such repair or maintenance is not directly attributable to the gross negligence or willful misconduct of Host.

#### 4.2 Malfunctions and Emergencies.

- (a) Host and Provider each shall notify the other within twenty-four (24) hours following their discovery of any material malfunction in the operation of the System or of their discovery of an interruption in the supply of Solar Services. Provider and Host shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Provider and Host each shall use best efforts to notify the other Party upon the discovery of an emergency condition in the System. The above notwithstanding, Host shall have no obligation to inspect, monitor, operate or repair the System.
- (b) If an emergency condition exists at the System or Property, Provider shall immediately dispatch the appropriate personnel to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs, Host shall contact Provider using contacts for each listed in attached Schedule 6 of the Appendix.

#### 4.3 Metering.

- (a) Maintenance and Testing. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System. Upon Host's written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for the meter and Provider shall test the System's meter upon Host's reasonable request.

- (b) **Adjustments.** If testing of the metering equipment pursuant to Section 4.3(a) indicates that such equipment is in error by more than two percent (2%), then Provider shall promptly repair or replace such equipment at its sole cost and expense. Provider shall make a corresponding adjustment to the records of the amount of electrical energy provided by the System delivered based on such test results for (i) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last previous test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year. If testing is pursuant to Host's request in Section 4.3(a) and testing indicates the equipment is in error by two percent (2%) or less, Host shall be responsible for the costs of the testing.

4.4 **Interconnection Agreement.** Host and Provider (only as and when required by the Local Electric Utility) shall enter into an Interconnection Agreement with the Local Electric Utility in connection with the installation and operation of the System, subject to the provisions of Section 2.7(a). The Parties hereby acknowledge and agree to fully perform any and all obligations they each may have under the Interconnection Agreement, including but not limited to all required amounts payable by either Party and due under the Interconnection Agreement ("Interconnection Agreement Payments"); and in the event that the Interconnection Agreement includes provisions related to Local Electric Utility services unrelated to the System, Host will reimburse Provider for a pro rata portion of the Interconnection Agreement Payments attributable to such services unrelated to the System in accordance with Section 6.4 and Section 6.5 of this Agreement.

## 5. DELIVERY OF SOLAR SERVICES.

### 5.1 Purchase Requirement.

- (a) During the Term, Host agrees to purchase during each month, one hundred percent (100%) of the Solar Services of the System. Host may sell or exchange any excess Energy. The Solar Services are calculated and billed on a per kWh basis at the kWh Rate. The payment for Solar Services is calculated to include all of the Solar Services in the kWh Rate. Provider shall deliver all Energy generated by the System on a real time basis to Host at the Delivery Point for the System as demarked in the system drawing (the "Delivery Point").
- (b) Neither Party shall assert that the other Party is an electric utility subject to regulation by any Governmental Authority as an electric utility or subject to regulated electricity rates, solely as result of either Party's performance under this Agreement. Provider shall not claim to be providing electric utility services to Host hereunder. If a Change in Law or a determination by a Governmental Authority with jurisdiction to make such determination causes either Party to be an electric utility subject to regulation by any Governmental Authority, either Party shall have the right but not the obligation to terminate this Agreement by

giving the other Party written notice of such Change in Law or determination by a Governmental Authority within ninety (90) days after the occurrence thereof accompanied by information about the Change in Law or determination, and neither Party shall have further liability to the other Party, except pursuant to any provisions of this Agreement that survive termination. In particular, Host shall have no obligation to pay an Early Termination Fee.

**5.3 Environmental Attributes, Replacement Environmental Attributes, Tax Attributes, And Other Incentives.**

- (a) During the Term of this Agreement, Provider will retain right and ownership of all Environmental Attributes produced by the System and all revenues generated by the sale thereof.
- (b) For purposes of this Agreement, “Environmental Attributes” means any and all environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, including but not limited to, Carbon Credits, Portfolio credits, ZRECs or certificates, any other renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, and Green-e® products, credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the energy by the System and the delivery of the energy, and include without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early actions” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or production of Solar power. Environmental Attributes excludes any Tax Attributes.
- (c) Provider, or its designee or assignee, shall retain and be entitled to all tax and investment attributes of the energy provided as part of the Solar Services, which shall include any local, state or federal investment or production tax credits, depreciation deductions or other tax benefit to Provider based on the ownership of, or energy production from any portion of the System, including the production tax credit, investment tax credit and any depreciation and other tax benefits arising from ownership or operation of the System unrelated to its status as a generator of renewable or environmentally clean energy (collectively, and as supplemented by mutual agreement in the future, the “Tax Attributes”). Upon Provider’s request and documentation as to the need therefore, Host shall timely execute documents prepared by Provider and shall take actions necessary under Applicable Law or other requirements to cause the Tax Attributes to vest in Provider, without further compensation, including, but not limited to, all

actions necessary to register or certify the Tax Attributes or the System with the Governmental Authorities or any other Person, as specifically requested by the Provider in writing; provided, however, that in no case shall Host be required to execute any document or take any other action having a material adverse effect on Host, Host's Property Usage, or Host's business, in Host's sole judgment. If requested by Host, Provider will prepare, or assist in preparing all documents necessary for Host to comply with the foregoing sentence.

- (d) This Section 5.3 shall not function or be construed as, or represent a performance or production guaranty, or representation, warranty or covenant with regard to, the System or the amount of Energy or quantity of Environmental Attributes created by the System.

#### 5.4 Title to System and Property.

- (a) As between the Parties, the System shall at all times retain the legal status of personal property within the meaning of Article 9 of the Uniform Commercial Code and applicable real property law, throughout the duration of this Agreement and thereafter, Provider or Lender or their successors or permitted assigns shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Lender, their successors or permitted assigns and the System shall not attach to or be deemed a part of, or fixture to, the Property. Host covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, their successors or permitted assigns, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien or security interest therein. If there is any mortgage or fixture filing against the Property which could reasonably be construed as prospectively attaching to the System as a fixture of the Property, Host shall, at Provider's request, provide to such lien holder a statement that the Parties have agreed that the System is personal property and is property of the Provider or Lender, their successors or permitted assigns, and shall obtain an acknowledgment from the lien holder that the lien holder does not have a lien on or security interest in the System or that it subordinates its mortgage to the Provider's and Lenders' (and their successors' and assigns') rights under this Agreement. Host consents to the filing of a disclaimer of the System as a fixture of the Property and/or a precautionary fixture filing in the office where real estate records are customarily filed in the jurisdiction of such Property. Host is not making any representation about the legal characterization of the System as personal property under any law.
- (b) Throughout the duration of this Agreement, Host shall be the legal and beneficial owner of the Property at all times, and the Property shall remain the property of Host and shall not be deemed a part of any System. Pursuant to Section 5.4(a), Provider shall file a disclaimer of the System as a fixture of the

Property in the office where real estate records are customarily filed in the jurisdiction of such Property to place all interested parties on notice of (i) the ownership of such Property by Host and (ii) the ownership of such System by Provider. If there is any financing statement, mortgage or fixture filing against any System which could reasonably be construed as prospectively attaching to any Property, other than the disclaimer filings consented to by Host pursuant to Section 5.4(a), Provider shall provide a disclaimer or release from such lien holder.

- (c) Title to and risk of loss related to the Energy from the System shall transfer from Provider to Host at the Delivery Point for such System. Provider warrants that it will deliver to Host all Solar Services free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person, other than those of Provider or such Affiliates of Provider to which this Agreement is assigned and that arise from or are made subject to the rights and/or obligations of the Parties to this Agreement, and other than a security interest or lien created by or attributable to Host.

- 5.5 No Obligation to Operate. Subject to Section 5.1 above, Host shall not be obligated to operate any Property or to maintain any level of Energy consumption at any Property. Nothing in this Agreement shall preclude Host from undertaking any measures which reduce Energy consumption at the Property such as energy efficiency measures, changes in the use of the Property, closure of any Property or installation of other sources of on-site generation. Host makes no representation or warranty in relation to any historical data concerning energy usage at any Property or the levels of Solar Insolation at any Property. Notwithstanding this Section 5.5, Host shall be obligated to pay for any and all Solar Services and Energy generated from the System (as measured by the Billing Meter) regardless of any reduced energy load to the Property.

## 6. PRICE AND PAYMENT.

- 6.1 Consideration. Subject to Section 6.4, Host shall pay to Provider a monthly payment (the "Solar Services Payment") for the Solar Services produced by the System equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate. The sum of all Solar Services Payments paid (and remaining to be paid) during the Term, as adjusted pursuant to Section 6.4, shall be the "Contract Price" under this Agreement. At any given time during the Term, the applicable Early Termination Fee (Termination Value) as set forth in Column 1 of Schedule 5 of the Appendix shall be deemed to cover the Contract Price in full. Except as may be otherwise expressly provided in this Agreement, no other fees or charges shall be due from Host to Provider.
- 6.2 Payment. With respect to the System, Provider shall invoice Host monthly on or before the second Business Day of each calendar month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date of the System, for the Solar Services Payment due for such month. The first invoice

shall include any production that occurred during the prior calendar month(s). The last invoice shall include production only through the Expiration Date of this Agreement. Each invoice to Host shall be in the form of Exhibit D attached hereto. Each invoice shall be accompanied by a computation of the actual deliveries for the month and the amount that is owed for such deliveries at the kWh Rate.

- 6.3 **Rebate Deposit Refunds.** Where Provider reserves a utility rebate by making a refundable deposit to a utility on Host's behalf, Host shall refund such rebate deposit to Provider upon payment of such deposit by the utility to Host.
- 6.4 **Time of Payment.** Host shall pay all undisputed amounts due hereunder in respect of Solar Services Payments within thirty (30) days after the receipt of the invoice for the applicable Invoice Date. Each Party shall pay all other undisputed amounts due hereunder within thirty (30) days after receipt of an invoice therefore, in the form specified in Exhibit D attached hereto, accompanied by reasonable documentation of the amount due.
- 6.5 **Method of Payment.** Each Party shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider or Host, as the case may be and as updated from time to time by such Party. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except as provided in Section 6.4 and Section 6.6, all payments made hereunder shall not be subject to reduction, withholding, set-off, or adjustment of any kind. Upon receipt of written direction and instructions from Provider and Provider's Lender, all payments to be made by the Host to the Provider under this Agreement shall be made directly to the Lender or its agent designated in a writing addressed to Host from time to time, unless or until otherwise directed by Provider in writing.
- 6.6 **Payment Disputes.** If a Dispute arises with respect to any invoice submitted or any payment owed by one Party to the other Party hereunder, the Parties shall attempt to resolve such Dispute amicably. Each party shall have the right to audit the records of the other party but only with regard to such records and only to the extent necessary to verify the amount or accuracy of payments owed by one Party to the other Party hereunder. If the Parties cannot resolve the Dispute within thirty (30) days, either Party may submit the Dispute to legal proceedings in accordance with Section 12 below; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits owed by such Party to the other Party any amounts during the time that a Dispute is pending. Host agrees not to dispute invoices except in good faith and upon reasonable grounds. If any dispute as to the accuracy of an invoice is resolved in favor of Provider, Host will promptly pay the full amount thereof with interest accruing thereon at the Stated Rate from the date on which such payment was originally due.

- 6.7 **Local Electric Utility Bills.** Upon Provider's request, Host shall authorize the Local Electric Utility to send to Provider duplicates of any bills sent to Host. In the event that the Local Electric Utility does not permit such duplicate bills to be sent to Provider, Host shall, promptly upon receipt of the bill, forward such bill to Provider. All information provided to Provider shall be considered to be confidential information that is subject to the requirements of Section 16.1 below.

## 7. **GENERAL COVENANTS.**

- 7.1 **Provider's Covenants.** As a material inducement to Host's execution and delivery of this Agreement, Provider covenants and agrees to the following:

- (a) **System Condition.** Provider shall take all actions reasonably necessary to ensure that the System is capable of operating as per System specifications and manufacturer's warranties. Provider shall, at its expense, maintain the System in accordance with Prudent Industry Practices, manufacturer's requirements and warranty guidelines and Applicable Law. Provider shall use reasonable efforts to restore the System promptly after any material interruption, provided that the Parties hereto acknowledge that the Lender or its agent will be the loss payee on casualty/property insurance with respect to the System and will have the right to apply the proceeds thereof in accordance with the financing arrangements between it and Provider. If the System remains inoperable or operates at a reduced efficiency and cannot be restored within three (3) Business Days, Provider shall provide Host with a plan describing the actions that it intends to take to cure the outage.
- (b) **Governmental Approvals.** Provider will be responsible for procuring and maintaining all Governmental Approvals required for performance of the Solar Services, System Operations and the other Work (collectively, "**System Permits**") including all environmental, conditional use, and zoning permits or any other permits, licenses, authorizations or other rights, whether or not the System Permits must be held by Provider or Host. Provider will be responsible for preparing all applications and other permit materials necessary for any System Permits. Provider will submit such materials to the applicable Governmental Authorities (in Host's name if required; **provided, however,** that (i) Host has reviewed and consented to such submittal, and (ii) in no case shall Provider submit materials in Host's name which would, in Host's sole judgment, have a material adverse effect on Host, Host's Property Usage, or Host's business) and, at Provider's expense, procure such System Permits. System Permits exclude Governmental Approvals relating to or necessary for the occupancy of the Property (other than those required in connection with the applicable System) ("**Host Permits**"), which Host shall be required to obtain at its sole cost and expense. The cost of all System Permits shall be included in the Contract Price. Provider shall provide any design documents and permit applications and other materials that are necessary to obtain System Permits that must be held in Host's name to Host for review. Host shall provide any comments to such design documents and permit materials

within ten (10) Business Days after submittal and, if deemed acceptable by Host in Host's sole judgment, Host shall execute the applications so that Provider may secure the System Permits.

- (c) **System Repair and Maintenance.** During the Term, Provider will operate and perform all routine and emergency repairs to and maintenance of the System. Provider shall maintain, inspect, service, repair, overhaul and test the System in accordance with (i) all maintenance manuals furnished with the System, as amended, (ii) all mandatory or otherwise required service bulletins issued by or through the manufacturer and/or the manufacturer of any part of the System, and (iii) all directives applicable to the System issued by the Local Electric Utility or similar regulatory agency having jurisdictional authority, and causing compliance to such directives to be completed in a timely manner through corrective modification in lieu of operating manual restrictions. Provider shall maintain all records, logs and other materials required by the manufacturer for enforcement of any warranties or by the Local Electric Utility or any Governmental Authority. All maintenance procedures required hereby shall be undertaken and completed in accordance with the manufacturer's recommended procedures, and by properly trained, licensed, and certified maintenance sources and maintenance personnel, so as to keep the System and each System component in as good operating condition as when delivered to Host hereunder, ordinary wear and tear excepted. Without limiting Section 17.2, Host shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System.
- (d) **Use of Contractors and Subcontractors.** Provider shall be permitted to use experienced and reputable contractors and subcontractors to perform its obligations under this Agreement. However, Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- (e) **Control and Operation of System.** Provider accepts full operational control of the System. Provider agrees that the System will be used and operated: (i) in compliance with any and all statutes, laws, ordinances, regulations and standards or directives issued by any Governmental Authority or Local Electric Utility applicable to the use or operation thereof; (ii) in compliance with any certificate, license, registration, permit or authorization relating to the System issued by any Governmental Authority or Local Electric Utility; (iii) in compliance with all safety and security directives of each Governmental Authority and the Local Electric Utility; and (iv) in a manner that does not modify or impair any existing warranties on the System or any part thereof.
- (f) **Health and Safety.** Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws and

Prudent Industry Practices pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to Host any death or lost time injury that occurs on the Property, or property damage to Host's property.

- (g) **Liens.** Other than Lender's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Property or any interest therein. Provider also shall pay promptly before a fine or penalty may attach to any Property any Taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents and subcontractors on the Property. In the event that a claim is made or a Lien is imposed on the Property by any contractor, subcontractor or third party arising out of work in connection with a System, Provider shall have the obligation immediately to notify Host in writing, and (i) defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such claim or Lien, and (ii) (A) either to make such payment as necessary to discharge the claim or Lien within thirty (30) days or (B) at Provider's sole cost, challenge the validity of the claim or Lien and post a bond reasonably acceptable to Host in an amount equal to at least 125% of the amount of such claim or Lien.
- (h) **No Infringement.** The System and Provider's services hereunder, including the Installation Work, Solar Services and System Operations, shall not infringe any third party's intellectual property or other proprietary rights.
- (i) **Hazardous Materials.** Provider shall be responsible for the identification (including applicable inspection and notification requirements), cleanup, removal, remediation and disposal in accordance with Applicable Law of any Hazardous Materials (a) brought to the Property by Provider or its employees, representatives, agents or contractors or (b) generated or otherwise created in connection with the Solar Services or a System. Provider shall also notify the Host prior to delivery of any known Hazardous Material to the Property.
- (j) **Communications.** Provider's Operating Representative shall be available to Host to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour, seven (7) day per week basis. The name and contact information of the Provider's Operating Representative is defined in Schedule 2 of the Appendix.
- (k) **Warranties.** Provider shall secure warranties from its equipment suppliers and all installers that are assignable to Host upon the purchase or acquisition of the System by Host. Provider shall assign all assignable warranties to Host upon Host's request in connection with a sale or transfer of the System to the Host.

Provider shall obtain industry standard manufacturer's warranties for any and all modules or components used in the System.

**7.2 Host's Covenants.** As a material inducement to Provider's execution and delivery of the Agreement, Host covenants and agrees as follows:

- (a) **Health and Safety.** Host shall at all times maintain the Property consistent with all Applicable Laws pertaining to the health and safety of persons and property.
- (b) **Security.** Host shall provide Host's usual and customary level and type of security at the Property against access by unauthorized persons, including Host's usual and customary monitoring of all of the Property's alarms, but shall not be responsible for the maintenance, inspection or monitoring of the System or the protection of the System against casualty, Force Majeure Events or other events caused by persons not under Host's control.
- (c) **Identification of Equipment.** Host agrees, at Provider's request, to (i) permit Provider to prominently label the System as Provider's personal property, (ii) not disturb, remove or obscure, or permit any person other than Provider to disturb, remove or obscure such labeling, and (iii) permit Provider to replace promptly any such labeling which may be disturbed, removed or obscured.
- (d) **Alterations.** Except as provided in Section 11.1(c) below, Host shall not make any alterations or repairs to the Property which may adversely affect the System or its access to Insolation without Provider's prior written consent. If Host wishes to make such alterations or repairs, Host shall give prior written notice to Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Provider the opportunity to advise Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Host shall be responsible for all damage to the System caused by Host or its contractors. All of Host's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits. Except as expressly permitted under this Agreement, Host will not modify the System or affix or remove any accessory to the System.
- (e) **Notice of Damage.** To the extent of the actual knowledge of Host, Host shall immediately notify Provider of any damage to or loss of the use of the System or damage to the Property that could reasonably be expected to result in physical damage to the System or reduction in Energy output.
- (f) **Liens.** Host shall not directly or indirectly cause or create any Liens on or with respect to the System or any interest therein. If Host breaches its obligations under this Section 7.2(f), it shall immediately notify Provider in writing, shall immediately cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs

and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

- (g) Access to Property, Grant of License. Host hereby grants Provider (and its Lenders, their successors and assigns, and their employees, contractors and subcontractors) a royalty-free, irrevocable license to site, construct, install, operate, maintain, use, repair, alter and remove the System on the site specified on the attached Schedule 1 of the Appendix, to access the System from, over or across the Property and access the Property from a public road or access route, as reasonably necessary, during the Term of this Agreement and for so long as needed after termination, to allow Provider to perform the Installation Work (without limiting the indemnification provisions in Article 17), System Operations and System removal, including ingress and egress rights to the Property for Provider and its employees, Lenders, and its and their contractors and sub-contractors, and access to electrical panels and conduits to interconnect or disconnect the System with the applicable Property's electrical wiring (the "Access License"). The Access License shall not be revoked or terminated by the Host unless the Host is terminating the Agreement for a Provider Default. The Access License shall give Provider an exclusive right to the footprint where the System is located (as described in Schedule 1 of the Appendix) and a non-exclusive right to the roof and to the other portions of the Property as provided above, provided that Provider's use of the Property shall not interfere with Host's normal operations on the Property (collectively, "Host's Property Usage"). Host and its authorized representatives shall at all times have access to and the right to observe the Installation Work or System removal but shall not interfere or handle any Provider equipment or the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 4.2, Host shall be permitted to take those actions necessary to prevent injury as specified in Section 11.1(c). Host covenants that Provider's use and operation of the System shall not be disturbed or interfered with during the Term, subject only to the rights of Host under Sections 4.2 and 11.1(c).
- (h) Temporary storage space during installation or removal. The System Description shall describe any space required for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Host shall use reasonable efforts to provide Provider with the described spaces.
- (i) Host shall trim all foliage on the Property, to the extent permitted by Applicable Law or regulation, such that there is no material adverse effect on the insulation level from such foliage (as compared to the insulation level on the Commercial Operation Date).

## **8. WARRANTIES.**

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

- (a)** it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b)** it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c)** it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- (d)** this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e)** there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein;
- (f)** its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and
- (g)** all information provided by one Party to the other Party is accurate in all material respects.

**8.2 PUHCA: No Regulation as Electric Utility.** Provider represents and warrants on the Effective Date that (a) it has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005, as amended, and (b) it is not an electric utility subject to rate regulation by any Governmental Authority. If Provider shall at any time during the Term fail to comply with the Public Utility Holding Company Act of 2005, or be deemed an electric utility subject to rate regulation by a Governmental Authority, then Host may immediately and unilaterally terminate this Agreement upon written notice to Provider and without any obligation for Host to pay any Early Termination Fee. In the case where the Installation Work has been initiated or substantially completed, Provider shall promptly after such termination, at Provider's expense, remove any and all System infrastructure or components pursuant to Section 2.4.

8.3 **Requisite Standards.** The System shall be constructed, installed and maintained with due care by qualified employees, representatives, agents or contractors of Provider and shall conform to Prudent Industry Practices and Applicable Law (including Environmental Law). If Provider fails to meet any of the foregoing standards, Provider shall, at its own cost, and without additional charge to Host, take any corrective actions, including any necessary replacement of the System, that are caused by Provider's failure to comply with the above standard.

8.4 **EXCLUSION OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO HOST PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO HOST OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

HOST MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEVEL OF PAST, PRESENT OR FUTURE ENERGY CONSUMPTION AT THE PROPERTY. NOR SHALL ANY PROVISION OF THIS AGREEMENT REQUIRE HOST TO CONTINUE TO OPERATE THE PROPERTY OR RESTRICT HOST'S RIGHTS TO SELL, LEASE OR DISPOSE OF PROPERTY, PROVIDED THAT HOST COMPLIES WITH THE TERMINATION REQUIREMENTS IN THIS AGREEMENT.

## 9. **TAXES AND GOVERNMENTAL FEES.**

9.1 **Host Obligations.** Host shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority ("Taxes") on Provider and paid by Provider arising from Provider's sale of the Solar Services to Host (other than income taxes imposed upon Provider, which shall be the responsibility of Provider). Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Host. Host shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its lease of the System. Provider shall reimburse Host for any Tax that is the responsibility of Provider but that is imposed upon and paid by Host. This Section 9.1 excludes Taxes specified in Section 9.2.

9.2 **Other Taxes.** Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (i.e., in the case of the Host, the Property; in the case of the Provider, the System). If

Host is assessed any Taxes related to the existence of the System on the Property, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting such assessment; provided, however, that Host shall pay such Taxes to avoid any penalties on such assessments subject to reimbursement by Provider. If, after resolution of the matter, a Tax is imposed upon Host related to the improvement of real property by the existence of the System on the Property, Provider shall reimburse Host for such Tax. Neither Party shall be obligated for any Taxes payable by or assessed against the other Party based on or related to such Party's overall income or revenues.

- 9.3 Minimize Taxes. The Parties shall administer and implement this Agreement with the intent to minimize Taxes. Host shall timely provide to Provider all exemption certificates and other information necessary to evidence any applicable exemption or information otherwise reasonably requested by Provider, and until Host does so Provider shall not be required to recognize any exemption.

## 10. FORCE MAJEURE.

- 10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (f) the impossibility for one of the Parties, despite its best efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such Governmental Approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such Permit. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Provider's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; (iii) changes in costs of services, materials, labor or equipment; (iv) the lack or variation of Solar Insolation (other than as a result of acts or omissions of Host, its contractors or invitees); or (v) changes in tax laws or laws relating to Provider's Tax Attributes.
- 10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, other than the failure to pay amounts due hereunder occurring prior to such Force Majeure Event, if and to the extent that such

delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (a) notify the other Party in writing of the existence and details of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter. If Provider claims relief pursuant to a Force Majeure Event, the obligation of Host to make a Solar Services Payment to Provider on any monthly payment date shall be suspended until the Provider resumes performance of its obligations under this Agreement; provided, however, that Host shall not be excused from making any payments due in respect of Solar Services delivered to Host prior to the Force Majeure Event performance interruption.

- 10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has materially affected Provider's performance of its obligations hereunder or has reduced the System production for any six (6) months within a consecutive twelve (12) month period below fifty percent (50%) of the applicable monthly Benchmark Production amounts specified in Schedule 8 of the Appendix, then Host shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Provider. Provider shall have a grace period for procurement of replacement equipment, as long as the need for such equipment is identified in a timely manner. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other, subject to Section 19.6 (Survival). By mutual agreement of the Parties, any System components damaged or destroyed by a Force Majeure Event may be replaced by Provider within the time frames set forth above and subsequent to replacement and upon commencement of operation of the replacement System components all terms and conditions of this Agreement will remain in effect, including the remaining Term of this Agreement.

## 11. DEFAULT.

### 11.1 Provider Defaults and Host Remedies.

- (a) Provider Defaults. The following events shall be defaults with respect to Provider so long as continuing (each, a "Provider Default"):
- i. Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) become subject to a voluntary or involuntary case under any bankruptcy law, including, without limitation, title 11 of the United States Code; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition

filed against Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;

- ii. A proceeding or case shall be commenced without the application or consent of Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days;
- iii. Provider fails to pay Host any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Host of such past due amount;
- iv. Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after Host's written notice of such breach and Provider fails to so cure, or (B) if a cure can be effected within a longer cure period, Provider fails to commence and pursue said cure within such thirty (30) day period or Provider fails to effect such cure within such longer cure period but not to exceed one hundred twenty (120) days or ceases to pursue such cure; and
- v. Any material representation or warranty made by the Provider in this Agreement shall prove to have been false or misleading in any material respect when made and Provider fails to cure or correct the same within thirty (30) days after receipt of written notice from Host.

**(b) Host's Remedies.**

- i. If a Provider Default described in Section 11.1(a)(i) or Section 11.1(a)(ii) has occurred, Host may terminate this Agreement and require Provider, upon notice of termination, to remove the System from the Property in compliance with the timeframe specified in Section 2.4 herein upon at least fifteen (15) days prior written notice to Provider;
- ii. If a Provider Default described in Section 11.1(a)(iii), Section 11.1(a)(iv) or Section 11.1(a)(v) has occurred and is continuing, Host may terminate this Agreement and require Provider, upon notice of termination, to remove the System from the applicable Property in compliance with the timeframe specified in Section 2.4 herein immediately upon the expiration of the respective grace periods set forth in such provisions; and

- iii. If a Provider Default described in Section 11.1(a) has occurred and is continuing, Host may exercise any other remedy it may have at law or equity or under this Agreement and require Provider to immediately remove the System from the Property in compliance with the timeframe specified in Section 2.4 herein.
- (c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or any Person's property or a risk of a violation of Applicable Law, then, in addition to any other right or remedy that Host may have, Host may (but shall not be obligated to) take such action as Host deems appropriate to prevent such damage or injury or violation of Applicable Law. Such action may include disconnecting and removing all or a portion of the System.
- (e) No termination of this Agreement due to a Provider Default shall limit or waive Host's rights or remedies at law or in equity.

## 11.2 Host Defaults and Provider's Remedies.

- (a) Host Default. The following events shall be defaults with respect to Host so long as continuing (each, a "Host Default"):
  - i. Host shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Host in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;
  - ii. A proceeding or case shall be commenced without the application or consent of Host in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of Host under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;
  - iii. Host breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's written notice of

such breach and Host fails to so cure, or (B) if a cure can be effected within a longer cure period, Host fails to commence and pursue said cure within such thirty (30) day period or Host fails to effect such cure within such longer cure period but not to exceed one hundred twenty (120) days or ceases to pursue such cure;

- iv. Host fails to pay Provider any undisputed amount due Provider under this Agreement when due;
- v. Host purposefully fails to perform a Host's Interconnection obligation that Host has explicitly agreed to assume, which (a) causes a material breach of the Interconnection Agreement, (b) continues past the expiration of any cure period provided in the Interconnection Agreement, and (c) adversely effects the operation of the System; and
- vi. Any material representation or warranty made by the Host in this Agreement shall prove to have been false or misleading in any material respect when made and fails to correct the same within thirty (30) days after receipt of written notice from Provider.

(b) Provider's Remedies.

- i. If a Host Default described in Section 11.2(a)(i) or Section 11.2(a)(ii) has occurred, Provider may terminate this Agreement upon at least fifteen (15) days prior written notice to Host.
- ii. If a Host Default described in Section 11.2(a)(iii), Section 11.2(a)(iv), Section 11.2(a)(v), or Section 11.2(a)(vi) has occurred and is continuing, Provider may terminate this Agreement only immediately upon the expiration of the respective grace periods set forth in such provisions.
- iii. If any Host Default described in Sections 11.2(a) has occurred and is continuing, and this Agreement is terminated with respect to the System: (A) Provider may (i) cease the provision of all Solar Services and (ii) remove the System from the Property in compliance with the conditions of Section 2.4 herein, (B) Host shall pay the Early Termination Fee (Termination Value) with respect to the System as set forth in Schedule 5 Column 1 of the Appendix, and any other sums owed to Provider resulting from unpaid invoices. The amounts described in clause (B) shall constitute full and liquidated damages for Host's Default.

- (c) Actions to Prevent Injury. If any Host Default creates an imminent risk of damage or injury to any Person or any Person's property or violation of Applicable Law, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to)

take such action as Provider deems appropriate to prevent such damage or injury or violation of Applicable Law. Such action may include temporarily disconnecting and removing all or a portion of the System, in compliance with the conditions of Section 2.4 herein, or suspending System operation.

- 11.3 Removal of System. Upon any termination of this Agreement with respect to the System pursuant to this Article 11, Provider shall remove the applicable System pursuant to Section 2.4 hereof, absent (to the extent applicable) any purchase of the System pursuant to Section 2.2 hereof.

## 12. DISPUTE RESOLUTION.

- 12.1 Resolution by Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.2; provided, however, that if the Dispute involves the amount of an invoice and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to legal proceedings in accordance with Section 12.2.

### 12.2 Governing Law.

- (a) This Agreement has been delivered in, and shall in all respects be governed by, and construed in accordance with, the laws of the State of Connecticut applicable to agreements made and to be performed entirely within such State.
- (b) Each Party hereby irrevocably agrees, accepts and submits itself to the non-exclusive jurisdiction of the courts of the State of Connecticut in the city and county of New Haven and of the United States District Court for the District of Connecticut in New Haven, in connection with any legal action, suit or proceeding with respect to any matter relating to or arising out of or in connection with this Agreement or any other transaction or document related to this Agreement.
- (c) Each Party hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforementioned courts in any such suit, action or proceeding, which service may be made by mailing copies thereof by registered or certified mail, postage prepaid, at the address set forth in Section 15 or at such other address as such Party has later specified in writing (the Parties agree that such service will become effective five (5) Business Days after such mailing). Each Party hereby agrees that service upon it, or any of its agents, in each case in accordance with this Section 12.2(c), shall constitute valid and effective

personal service upon such Party, and each Party hereby agrees that the failure of any of its agents to give any notice of such service to any such Party shall not impair or affect in any way the validity of such service on such Party or any judgment rendered in any action or proceeding based thereon. Nothing herein shall affect the right of any Party to service of process in any other manner permitted by Applicable Law or to commence legal proceedings or to proceed against any other Party in any jurisdiction other than that specified above.

(d) EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.

13. **LIMITATION OF LIABILITY.** NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR, LOSSES OR DAMAGES FOR LOST REVENUE, LOST INCOME, LOST PROFITS, LOST BUSINESS OR ANY BUSINESS INTERRUPTION WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS OR RELATIONSHIP BETWEEN THE PARTIES CONTEMPLATED UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, A PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY SHALL BE LIMITED, IN THE AGGREGATE, TO THE CONTRACT PRICE, EXCEPT WITH REGARD TO ANY EARLY TERMINATION FEE, INDEMNITY OBLIGATIONS IN RESPECT TO THIRD PARTY CLAIMS AND BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 16.

14. **ASSIGNMENT.**

14.1 **Assignment by Provider.** Except for the provisions in Section 14.3, Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host; provided, however, that, without the prior consent of Host, Provider may (i) make an Assignment to an Affiliate of Provider to whom Provider also transfers the System (provided that such Assignment shall not release Provider from its obligations and liabilities hereunder without the consent of Host, with such consent not to be unreasonably withheld or delayed), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock or assets including the System (provided that such assignee meets the qualifications set forth in clauses (x) and (y) of the next sentence in this Section 14.1), or (iii) sell, transfer, assign or pledge its interest in the System or any monies due under this Agreement to Provider's Lender (provided that Host will not pay to a

third party any monies owed hereunder without the advance written direction of Provider). Host's consent to any other Assignment shall not be unreasonably withheld or delayed if Host has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to the Solar Services; and (y) has the financial capability to maintain the System and provide the Solar Services in the manner required by this Agreement and after the Assignment will own the System. A direct assignee from Provider of this Agreement shall assume in writing, in form and content reasonably satisfactory to Host, the due performance of all Provider's obligations under this Agreement, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee is a corporation) authorizing such Assignment agreement, shall be sent to Host not less than ten (10) days before the effective date of such Assignment.

Other than to or with a Lender, Provider will not sell or lease the System to any Person unless it also assigns all of its rights and obligations to such Person and such Assignment is permitted by this Section 14.1.

Assignments or transfers not in compliance with this section will be void and ineffective. No assignment permitted hereunder will relieve a Party of any of its obligations hereunder, except as explicitly provided for hereunder.

#### 14.2 Assignment by Host.

- (a) With the exception of the circumstances in Section 14.2(b) with respect to disposal of Property, Host shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld; provided, however, that, without the prior consent of Provider, (i) Host may make an Assignment to an Affiliate of Host ("Affiliate Assignee") with respect to all or part of the System or Property if such Affiliate Assignee has, as reasonably determined by both Parties, the financial capability to perform its obligations under this Agreement or furnishes adequate Security, or (ii) Host may make an Assignment by operation of law through merger, consolidation or sale of all or substantially all of Host's stock or assets, (A) provided the unsecured debt of such Person surviving such merger, consolidation or sale is rated not less than the Minimum Credit Rating or (B) such Person furnishes Security, and under both (A) and (B) no event of Default exists hereunder after giving effect to such merger, consolidation or sale. A direct assignee under clause (i) from Host of this Agreement shall assume in writing, in form and content reasonably satisfactory to Provider, the due performance of all Host's obligations under this Agreement, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee is a corporation) authorizing

such Assignment agreement, shall be sent to Provider not less than thirty (30) days before the effective date of such Assignment. If Host or Affiliate Assignee makes an assignment pursuant to (i) or (ii) above, Host or Affiliate Assignee, as applicable, shall be released from its obligations hereunder. Without Provider's consent, Host may elect to assign the Agreement to the Affiliate but not be released and therefore remain liable with the Affiliate for all amounts and other obligations owed to the Provider under the Agreement. In order for a Qualified Purchaser or other acquiring party to assume all obligations under this Agreement, such Qualified Purchaser or other acquiring party must execute a separate agreement or agreements with Provider, reasonably satisfactory to Provider and its Lender, which agreements or agreements shall obligate such Qualified Purchaser to assume or agree to substantially the same economic and legal terms as provided in the Agreement (including all future payment and performance obligations), resulting in the same economic benefits and obligations for Provider with respect to the Property as if the Agreement has remained in effect (the "Replacement Agreement").

- (b) If Host elects to dispose of the Property, the Agreement shall not terminate as to the Property and Host may elect among the following alternatives:
  - (i) Host may cause the acquiring party to assume all obligations under the Agreement with respect to such Property in the manner set forth below and if the unsecured debt of the acquiring party is rated by Moody's and S&P not less than the Minimum Credit Rating or the acquiring party otherwise has the financial capability to perform its obligations under the Replacement Agreement, as reasonably determined by both Parties, or furnishes a letter of credit (the "Security") in the amount of the total estimated rental payments for Solar Services for the remaining Term (as such amount shall be reduced on a quarterly basis) (a "Qualified Purchaser"), Host shall be released from its obligations hereunder; or
  - (ii) Host may elect to assign the Agreement to the acquiring party but not be released and therefore remain liable with the acquiring party for all amounts and other obligations owed to the Provider under the Agreement with respect to the transferred Property.
- (c) In order for a Qualified Purchaser or other acquiring party to assume all obligations under this Agreement with respect to such Property, such Qualified Purchaser or other acquiring party must execute (i) a separate assignment and assumption agreement for all of Host's obligations hereunder, or (ii) a separate agreement or agreements with Provider, reasonably satisfactory to Provider and its Lender, which agreements or agreements shall obligate such Qualified Purchaser to assume or agree to substantially the same economic and legal terms as provided in the Agreement (including all future payment and performance obligations) with respect to the Property, resulting

in the same economic benefits and obligations for Provider with respect to the Property as if the Agreement has remained in effect with respect to the Property. Notwithstanding the foregoing, a Qualified Purchaser or other acquiring party may not assume such obligations if such assumption cannot be achieved without loss to Provider of any regulatory “self-generation” exception, or any loss of subsidy payments unless Provider is compensated for such loss as is identified at the time of the assignment. If Host elects to proceed under paragraph (b)(ii) and not be released, Host shall execute a separate agreement with Provider, satisfactory to Provider and its Lender, confirming its continuing obligations.

14.3 **Lender Accommodations.** Host acknowledges that Provider will be financing the acquisition and installation of the System with financing accommodations or through a sale/leaseback arrangement or partnership-flip financing of the System from or to one or more financial institutions and that Provider’s obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System or sale/leaseback arrangement or partnership-flip financing of the System. Host shall have no obligation to grant Lender or any Provider assignee any different or greater rights in the event of an assignment by Provider than Provider would have under this Agreement. In the event of an assignment by Provider, the assignee or Lender shall have precisely the same rights and obligations under this Agreement as would Provider, the provisions of this Section 14, Exhibit A or any other provision of this Agreement to the contrary, if any, notwithstanding. In order to facilitate such necessary financing, and with respect to any such financial institutions of which Provider has notified Host in writing (each, a “Lender”), Host agrees as follows:

(a) **Consent to Collateral Assignment.** Host consents to the collateral assignment by Provider to the Lender, of the Provider’s right, title and interest in and to this Agreement. The assignment shall be subject to the provisions of this Agreement.

(b) **Rights Upon Event of Default.**

i. The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties, or the owner of the System, generally with respect to this Agreement and the System; provided that any Assignment or transfer of this Agreement shall only be made to a Qualified Assignee.

ii. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any

default of Provider under this Agreement or (unless the Lender has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so; provided that if the Lender, directly or indirectly, takes possession of, or title to, the System pursuant to possession by a receiver or title by foreclosure, then the Lender will (a) cure any Provider Defaults hereunder to the extent that such defaults are capable of being cured by Lender, as a condition to such taking of possession or title, and (b) assume all of Provider's pre-existing, current and future obligations under this Agreement.

- iii. Upon the exercise of remedies under its security interests or enforcement rights in the System, including any sale thereof by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Lender (or any Qualified Assignee) in lieu thereof, the Lender shall (A) cause the purchaser or transferee of the System to assume all of the Provider's rights and obligations under this Agreement and (B) give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.
- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, (A) at the request of Lender made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Lender or its Qualified Assignee having the same terms and conditions as this Agreement and (B) Lender shall or shall cause its Qualified Assignee to enter into a new agreement with Host having the same terms and conditions as this Agreement if Host so requests within ninety (90) days after such termination.
- v. "Qualified Assignee" means a business organization (i) with at least three (3) years' experience in the operation and management of commercial solar generating systems of similar size and complexity of the System or (ii) managed by individuals having at least three (3) years' experience in the operation and management of commercial solar generating systems of similar size and complexity of the System and (iii) that has an unsecured debt rating by Moody's and S&P not less than the Minimum Credit Rating or otherwise has the financial capability to perform its obligations under the Agreement in Host's reasonable judgment.

(c) Acknowledgement and Confirmation. Host shall provide an Acknowledgement and Confirmation in the form of Exhibit B or Exhibit B-1, as applicable, attached hereto, from Host's landlord or Host, if any, that the ownership of the System remains in Provider and further acknowledging that the System is personal property of Provider.

(d) Right to Cure.

- i. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- ii. If the Lender or its Qualified Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 14.3(d)(i) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

- (e) Host acknowledges and agrees that Provider may change the Lender at any time, in Provider's sole discretion, and Host shall abide by such new contact information and payment directions as instructed by Provider.

15. NOTICES.

- 15.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:                   c/o Greenskies Renewable Energy LLC  
10 Main Street  
Suite E  
Middletown, CT 06457  
Telephone: 860-398-5408  
Email: [achester@greenskies.com](mailto:achester@greenskies.com)  
Attn: Andrew Chester

If to Host:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

*With a copy to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

or at such other address as may be designated in writing to the other Party.

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

15.3 **Notices of Default.** Host will deliver to the Lender, concurrently with delivery thereof to Provider, a copy of each notice of default given by Host under this Agreement, inclusive of a reasonable description of Provider Default. No such notice will be effective absent delivery to the Lender.

15.4 **Address for Invoices.** All invoices under this Agreement shall be sent to the address provided by Host. Invoices shall be sent by regular first class mail postage prepaid, or electronically as mutually agreed upon by the Parties.

16. **CONFIDENTIALITY.**

16.1 **Confidentiality Obligation.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Host's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement, a Party learns Confidential Information regarding the other Party, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its

own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “Representatives”), and Affiliates, Lenders, and potential assignees of this Agreement or purchasers of the property of Provider (provided and on condition that such potential assignees or purchasers be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 16.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired upon the request of the disclosing Party.

16.2 Permitted Disclosures. Notwithstanding any other provision herein, Confidential Information shall not include, and neither Party shall be required to hold confidential, any information that:

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

16.3 Goodwill and Publicity.

- (a) Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other

public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will Provider acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to Host.

- (b) To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Host, if engaged in commerce and/or trade, shall submit to Provider for approval any press releases regarding Host's use of solar renewable energy from the System and shall not submit for publication any such releases without the written approval of Provider. Approval shall not be unreasonably withheld, and Provider's review and approval shall be made in a timely manner to permit Host's timely publication. Host and Provider may by mutual written agreement set forth specific statements that may be used by Host in any press releases that address Host's use of solar or renewable energy from the System.

16.4 **Enforcement of Confidentiality Obligation.** Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 16 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 16. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 16, but shall be in addition to all other remedies available at law or in equity.

## 17. **INDEMNITY.**

17.1 **Provider's Indemnity.** As used in this Section 17.1, acts or omissions by the Provider giving rise to an indemnification obligation shall be deemed to include acts or omissions by Provider's directors, officers, members, shareholders, employees, subcontractors, agents or representatives, assignees or lessors. Subject to the provisions of Section 13, Provider agrees that it shall indemnify and hold harmless Host, its directors, officers, members, shareholders, employees, subcontractors, agents or representatives, assignees or lessors, as well as Host's permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Host Indemnified Parties") from and against any and all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's design, installation, testing, maintenance, operation, repair, replacement or removal of the System; (b) any infringement of patents or the improper use of other proprietary rights or intellectual property by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, Solar Operations, the provision of Solar Services or the ownership and use of the System; (c) Provider's violation of Applicable Law; (d) acts or omissions of Provider that cause a breach of

the Interconnection Agreement (as clarified below); (e) third party claims arising from the failure to construct or install the System in accordance with the requirements of Section 8.3; or (f) any claim arising pursuant to any Environmental Law based on, arising out of or otherwise relating to: (i) the presence or installation, removal or operation of the System, (ii) the remediation, presence or release of, or exposure to, Hazardous Materials brought to the Property by Provider or its employees, representatives, agents or contractors or generated or otherwise created in connection with the Work or the System, or (iii) any violations of any Environmental Law by Provider or its employees, representatives, agents or contractors. Provider shall not, however, be required to reimburse or indemnify any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Host Indemnified Party.

17.2 **Host's Indemnity.** Subject to the provisions of Section 13, Host agrees that it shall indemnify and hold harmless Provider, its directors, officers, members, shareholders, employees, subcontractors, agents or representatives, assignees or lessors, as well as Provider's permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "**Provider Indemnified Parties**") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of: (i) any claim for or arising out of any injury to or death of any Person to the extent arising out of Host's negligence or willful misconduct; (ii) loss or damage to property of any Person to the extent arising out of Host's negligence or willful misconduct; (iii) any acts or omissions of Host that cause a breach of the Interconnection Agreement; or (iv) any claim arising out of the existence at the Property of any Hazardous Material, except to the extent deposited, spilled, released or otherwise caused by Provider or any of its contractors or agents. Host shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17.3 **Indemnification Procedure.**

- (a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the "**Indemnified Party**") shall notify the Person who has the indemnification obligation (the "**Indemnifying Party**") in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the "**Notice of Claim**"). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising therefrom.
- (b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any

possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.

- (c) Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third party claim, the Indemnified Party may defend against the third party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld).
- (d) At the time that the Indemnifying Party makes any indemnification payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

## 18. INSURANCE.

- 18.1 Generally. Host and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System; Host shall not be required to provide property coverage for the System. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

- 18.2 **Certificates of Insurance.** Each Party shall furnish current certificates evidencing that the insurance required under Section 18.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.
- 18.3 **Additional Insureds.** Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.
- 18.4 **Insurer Qualifications.** All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

## 19. **MISCELLANEOUS.**

- 19.1 **Integration; Exhibits, Schedules and Appendices.** This Agreement, together with the Exhibits, Schedules and Appendices attached hereto, constitutes the entire agreement and understanding between Provider and Host with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits, Schedules and Appendices attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, Schedule or Appendix, the provisions of this Agreement shall prevail, and such Exhibit, Schedule or Appendix shall be corrected accordingly.
- 19.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Host.
- 19.3 **Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement, Prudent Industry Practices shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.
- 19.4 **Cumulative Remedies.** Except as set forth to the contrary herein, any right or remedy of Provider or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 19.5 **Limited Effect of Waiver.** The failure of Provider or Host to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 19.6 **Survival.** The obligations under Sections 2.4 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f), (g) and (h) (Host Covenants), Section

8.4 (Exclusion of Warranties), Section 9 (Taxes and Governmental Fees), Section 12 (Dispute Resolution), Section 13 (Limitation of Liability), Section 15 (Notices), Section 16 (Confidentiality), Section 17 (Indemnification), Section 19 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

- 19.7 **Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- 19.8 **Relation of the Parties.** The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 19.9 **Successors and Assigns.** This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Host and their respective permitted successors and assigns. Except for the rights of Lender under this Agreement, and for express beneficiaries under the indemnity provisions in Article 17 of this Agreement, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.
- 19.10 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 19.11 **Facsimile Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.
- 19.12 **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses

expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

- 19.13 **Liquidated Damages Not Penalty.** Host acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of this Agreement. Host further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Host's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Host in lieu of Provider's actual damages.
- 19.14 **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- 19.15 **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a Governmental Authority that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Provider does not become subject to any such regulation.
- 19.16 **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

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

**“PROVIDER”:**

**GRE 351 Ansonia LF LLC**

**By:** \_\_\_\_\_

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

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

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

**“HOST”:**

**City of Ansonia**

**By:** \_\_\_\_\_

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

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

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

**EXHIBIT A**  
to  
**Solar Power & Services Agreement**

**ACKNOWLEDGEMENT AND CONFIRMATION**

This Acknowledgement and Confirmation, dated as of \_\_\_\_\_, 2014 (this "Acknowledgement"), is made by **City of Ansonia**, a Connecticut municipality, the "Host" under that certain Solar Power & Services Agreement dated as of \_\_\_\_\_, 2014 (as amended from time to time, the "Agreement") with **GRE 351 Ansonia LF LLC**, a Connecticut limited liability company ("Provider"). This Acknowledgement is provided pursuant to Section 14.3 of the Agreement to the Provider and Lender (as defined in the Agreement). Capitalized terms not defined herein shall have the definitions assigned to them in the Agreement.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the Agreement is to be located at Host's facility at 3 North Division Street, Ansonia, CT 06401 (the "Property").

1. Acknowledgement of Collateral Assignment:

- (a) Host acknowledges the collateral assignment by Provider to the Lender, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 14.3(a) of the Agreement.
- (b) The Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in the Agreement, including those rights provided to Lenders in Section 14.3 of the Agreement. Lender's rights shall at all times be subject to the obligations under stated in Section 14.3 of the Agreement.
- (c) Host acknowledges that it has been advised that Provider has either granted a first priority security interest in the System to Lender or sold the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the Agreement in accepting such security as collateral for its financing of the System.
- (d) Until further written notice, Host agrees to make all payments due Provider under the Agreement by remitting such payments to the account specified below:

2. **Confirmation.** Host confirms as of the date hereof the following matters for benefit of the Lender except as disclosed herein:

- (a) To Host's knowledge, there exists no event or condition which constitutes a default, or that would, with the giving of notice or lapse of time, constitute a default, under the Agreement.
- (b) Host has reviewed and approved anticipated Provider's Installation Work schedule for the Property including a preliminary list of System equipment.
- (c) Host is aware of no existing Lease, mortgage, security interest or other interest in or lien upon the Property which could attach to the System as adverse to Lender's security interest therein.

3. **Third-Party Beneficiary.** Lender shall be a third-party beneficiary to this Acknowledgement with full right and authority to enforce the provisions hereof.

**HOST:**

**City of Ansonia**

By: \_\_\_\_\_

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

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

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

**PROVIDER:**

**GRE 351 Ansonia LF LLC**

By: \_\_\_\_\_

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

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

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

**EXHIBIT B**  
to  
**Solar Power & Services Agreement**  
**(Independent Landlord)**

**FORM OF OWNER ACKNOWLEDGEMENT AND CONFIRMATION**

This Owner Acknowledgement and Confirmation, dated as of \_\_\_\_\_, 2014 (this "Acknowledgement"), is made by \_\_\_\_\_, (the "Owner") to GRE 351 Ansonia LF LLC (the "Provider"). Owner is the owner of real property situated at 3 North Division Street, Ansonia, CT 06401 (the "Premises"). The Property is leased to \_\_\_\_\_ ("Host") by the certain Lease dated \_\_\_\_\_ by and between Owner and Host (the "Lease").

Owner has been made aware of the Solar Power & Services Agreement dated as of \_\_\_\_\_, 2014 (the "Agreement") between Host and Provider pursuant to which a solar photovoltaic system (the "System") is to be installed, operated and maintained by Provider at Owner's facility (the "Building") at the Property. The System will be connected to the electrical system of the Building as a supplemental source of electrical power. Any capitalized terms not defined herein shall have the definitions assigned to them in the Agreement.

Host has caused Owner to provide this Acknowledgement to Lender (as defined in the Agreement), Host and Provider. Lender is providing financial accommodations to Provider to finance the installation of the System. Owner has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the System to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the System as personal property only, and not as a fixture. A prophylactic fixture filing will also be filed with regard to the System.

Owner hereby acknowledges and confirms to Lender following matters with respect to the Property:

- (a) Provider has the rights to install the System set forth in the Agreement and the Agreement does not prohibit Provider's grant of the Security Interest.
- (b) To the best of Owner's knowledge, the granting of the Security Interest will not violate any term or condition of the Lease, or any covenant, restriction, lien, financing agreement, or security agreement to which Owner is a party.
- (c) Owner acknowledges that Section 5.4 of the Agreement states that, as between the Parties, the System is personal property and Lender has relied upon the characterization of the System in such Section 5.4 in accepting the Security Interest as collateral for its financing of the System; provided that Owner is not

making any representation about the legal characterization of the System as personal property under any law.

- (d) Assuming the validity of the System classification as personal property, Owner is aware of no existing Lease, mortgage or security interest to which Owner or its affiliates are a party or by which the Property or Building is bound that would constitute a lien or security interest in the System as an interest adverse to Lender's Security Interest therein.
- (e) Owner covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien or security interest therein.
- (f) Owner disclaims any right to receive Tax Attributes or Environmental Attributes.

**OWNER**

[Name of Owner]

By: \_\_\_\_\_

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

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

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

**EXHIBIT B-1**  
to  
**Solar Power & Services Agreement**  
**(Host Landlord)**

**FORM OF OWNER ACKNOWLEDGEMENT AND CONFIRMATION**

This Owner Acknowledgement and Confirmation, dated as of \_\_\_\_\_, 2014 (this "Acknowledgement"), is made by **City of Ansonia**, a Connecticut municipality ("Owner"). Owner is the owner of real property situated at 3 North Division Street, Ansonia, CT 06401 (the "Premises").

Owner is party to that certain Solar Power & Services Agreement dated as of \_\_\_\_\_, 2014 (the "Agreement") between Owner and **GRE 351 Ansonia LF LLC** ("Provider") pursuant to which a solar photovoltaic system (the "System") is to be installed, operated and maintained by Provider at Owner's facility (the "Building") at the Premises. The System will be connected to the electrical system of the Building as a supplemental source of electrical power. Owner is the "Host" under the Agreement

This Acknowledgement is provided pursuant to Section 14 of the Agreement to Provider and Lender (as defined in the Agreement), which is providing financial accommodations to Provider to finance the installation of the System. Owner has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the System to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the System as personal property only, and not as a fixture. A prophylactic fixture filing will also be filed with regard to the System.

Owner hereby acknowledges and confirms to Lender the following matters with respect to the Premises:

- (a) Provider has the rights to install the System set forth in the Agreement and the Agreement does not prohibit Provider's grant of the Security Interest.
- (b) To the best of Owner's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement to which Owner is a party.
- (c) Owner acknowledges that Section 5.4 of the Agreement states that, as between the Parties, the System is personal property and Lender has relied upon the characterization of the System in such Section 5.4 in accepting the Security Interest as collateral for its financing of the System; provided that Owner is not making any representation about the legal characterization of the System as personal property under any law.

- (d) Assuming the validity of the System classification as personal property, Owner is aware of no existing lease, mortgage or security interest to which Owner or its affiliates are a party or by which the Premises or Building is bound that would constitute a lien or security interest in the System as an interest adverse to Lender's Security Interest therein.
- (e) Owner covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien or security interest therein.
- (f) Owner disclaims any right to receive Provider EAs or Environmental Attributes.

**OWNER:**  
**City of Ansonia**

By: \_\_\_\_\_

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

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

**EXHIBIT C**

**(reserved)**

**EXHIBIT D**

**FORM OF INVOICE**



Greenskies  
 10 Main Street  
 Suite E  
 Middletown, CT 06457  
 (860) 398-5408

**Solar Services Invoice**

Billing Date: May 01, 2013  
 Billing Period: Apr 01, 2013 - May 01, 2013  
 Due Date: May 17, 2013

Invoice #  
 XXXX Store #XXX  
 1 Main St  
 Anytown, CT 06000

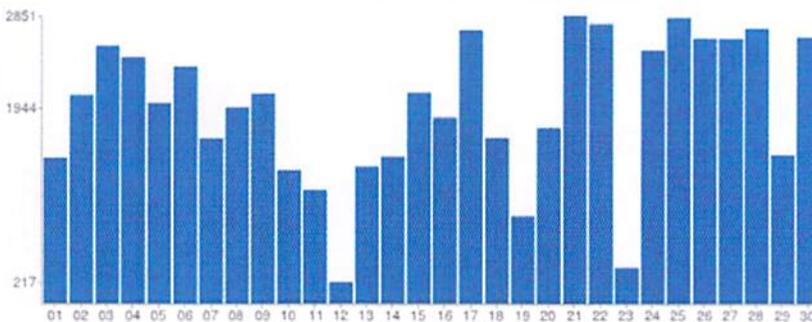
Meter	Apr 1 kWh Reading	May 1 kWh Reading	Period kWh
XXXX Store #XXX	XXXXX	XXXXXX	XXXXX
<b>TOTAL</b>	<b>XXXXX.0</b>	<b>XXXXXX.0</b>	<b>XXXXX.0</b>

**Electric Rate**  
 \$0.XX/kWh

**Solar Service Charges**  
 \$X,XXX.XX

**Sales Tax**  
 if applicable

**TOTAL DUE**  
 \$X,XXX.XX



**Questions about your bill?**

www.greenskies.com  
 info@greenskies.com

**Legal**

Greenskies will assess a late payment charge on the unpaid portion of a bill. The current interest charge is 1% of the past due balance. A balance is considered past due if payment is not received in accordance with the Power Purchase Agreement between your and a Single Purpose Entity.

**APPENDIX**  
**to**  
**Solar Power & Services Agreement**

**This Appendix consists of eight (8) schedules.**

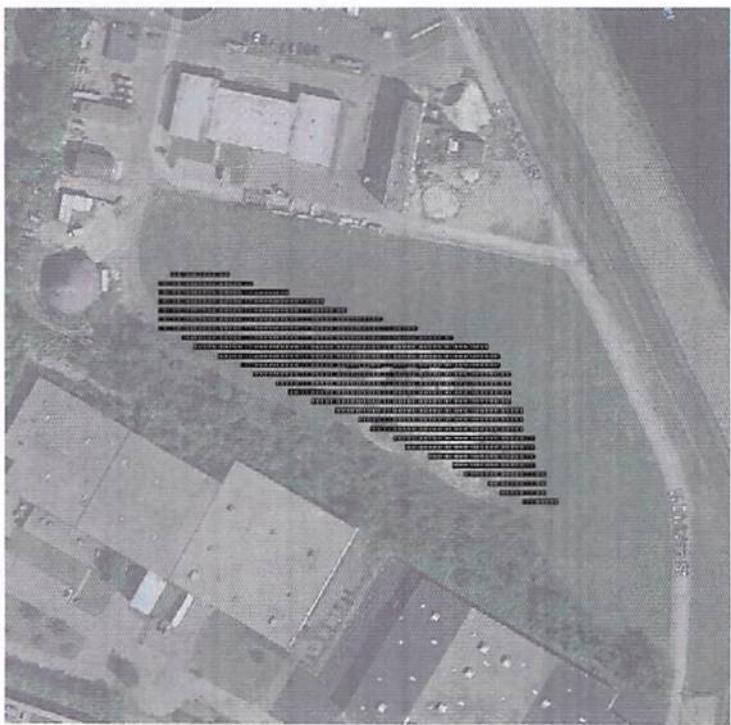
DESCRIPTION OF PROPERTY

**Address:** 3 North Division Street, Ansonia, CT 06401

**Satellite Picture of Property:**



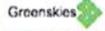
**Preliminary Layout:**



SYSTEM INFORMATION	
SIZE	550 80 KW DC
PANEL TYPE	JHW10 360
PANEL QUANTITY	1,800
INVERTER TYPE	4E 37L 20 KW
INVERTER QUANTITY	17

REVISIONS  
 1. 01. 0001

NOTES

  
**GREENSKIES DESIGN**  
 10 Main Street Suite E  
 Middletown, CT 06457  
 PH - 860.308.5409  
 FAX - 860.308.5423

**ANSONIA LANDFILL  
 PV SOLAR ARRAY**  
 NORTH DIVISION STREET  
 ANSONIA, CT

PROGRESS SET  
 NOT FOR CONSTRUCTION

**SHEET TITLE:**  
 PROPOSED SITE PLAN

DESIGN NO.	PROPOSAL
DESIGNED BY	TRM
SCALE	AS NOTED
DATE	08/14

  
 NORTH

ALL DIMENSIONS BY SOLAR ARRAY LAYOUT

 S.01

**DESCRIPTION OF SYSTEM**

**Estimated Solar System Size and Location (“System Site”)**

**Estimated Solar System Size:** 559.98 kW DC

**Module:** JA Solar JAP6 72-305/3BB or equivalent

**Module Warranty:** See Attached

**Inverter:** Advanced Energy, AE 3TL-23 KW, 480 V or equivalent

**Inverter Warranty:** See Attached

**Delivery Point:** Existing Main Distribution Panel

**Monitoring Equipment:** DECK Monitoring

**System Description:**

This project aligns 1,836 modules on the ground of a City of Ansonia owned facility located at 3 North Division Street, Ansonia, CT 06401. DC power from the solar modules will be routed in electrical conduit to the inverter. AC power from the inverters will be routed to the existing main electrical panel. Inverters will be mounted on a concrete pad outside of the building protected by bollards. A revenue-grade kWh meter will be installed to measure the electrical production of the array. A DECK Monitoring data acquisition system will also be provided and installed in the electrical room at the facility and will utilize local internet service provided by Host. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

**Provider’s Operating Representative:**

**Steve DeNino  
10 Main Street, Suite E,  
Middletown, CT 06457  
860-398-5408  
[sdenino@greenskies.com](mailto:sdenino@greenskies.com)**

**Appendix -- SCHEDULE 3**

**SYSTEM TEST PROCEDURES**



Commissioning Procedures  
Rooftop Solar Installation

SYSTEM INFORMATION			
Facility Name		System Size (kwDC)	
Address		Array Tilt	
City		Array Azimuth	
State			
Zip			
EQUIPMENT INFORMATION		COMMISSIONING INFORMATION	
Inverter Make		Field Tech Name:	
Inverter Model		Title:	
Inverter Quantity		Field Tech Name:	
Module Make		Title:	
Module Model		Date of Site Visit:	
Module Rating		Time of Site Visit:	
Module Quantity		Performance Data Dates:	
General Conditions during Field Inspection			
Step	Description	Result	
1	Record Ambient Temperature (F)		
2	Record Cloud Cover (Clear, Partly Cloudy, Cloudy, Rain, Snow)		
Ground Equipment - Visual Inspection			
Step	Description	Result	Photo
1	Confirm Main Breaker has been adjusted to drawing specifications		
2	Confirm all switchgear filler panels are in place		
3	Confirm that switchgear has proper labeling per drawings and specs		
4	Confirm that all penetrations have been sealed		
5	Confirm that all conduits have been painted		
6	Confirm that all Raceways and Panelboxes covers are installed		
7	Confirm that weatherproof raceway fittings have been installed		
8	Confirm that all exterior equipment is at least NEMA 3R		
9	Confirm proper ampacity fuses have been installed in AC disconnect, if required		
10	Confirm that CT's and PT's have been installed		
11	Confirm that the correct REC meter socket has been install		
12	Confirm that electrical installer used anti-oxidizing agent on aluminum wire connections		
13	Confirm ampacity of all breakers in the PV-DP Panel		
14	Confirm that all wire types and sizes are according to design plans and specs		
15	Confirm that all breakers are labeled and panelboard index has been filled out		
16	Confirm that all exterior equipment has been labeled per the plans and specs		
17	Confirm that all monitoring equipment is installed		
18	Confirm that monitoring equipment has been programmed and is reporting		
19	Confirm that Boilords have been installed and painted		
20			
Additional Comments			

Rooftop Electrical & Array - Visual Inspection			
Step	Description	Result	Photo
1	Confirm that all Cable Tray covers are installed		
2	Confirm that cables have been properly secured inside of cabletray		
3	Confirm that all raceways are properly Labeled		
4	Confirm that Cabletray has been properly bonded		
5	Confirm that all metallic raceways have been properly bonded		
6	Confirm that weatherproof raceway fittings have been installed		
7	Confirm that all feeder cables are of proper type and size		
8	Confirm that all Inverter racks are properly installed and ballasted		
9	Confirm that inverter racks are properly bonded		
10	Confirm that all sub-panel breakers are sized per plans and specs		
11	Confirm that electrical installer used anti-oxidizing agent on alluminum wire connections		
12	Confirm that all breakers are labeled and panelboard index has been filled out		
13	Confirm that sub panel and Inverter are labeled according to plans and specs		
14	Confirm that the Inverter Make and Model number are per plans and specs		
15	Confirm that all string wiring is of proper type and size		
16	Confirm that all wiring terminations have been completed		
17	Confirm that all fuses are installed in string fuse holders		
18	Confirm that all monitoring wiring is installed and terminated		
19	Confirm that the irradiance meter has been installed		
20	Confirm that the array matches the as-built drawings		
21	Confirm the Module Make, Model and Power Rating matches plans and specs		
22	Confirm that ballast loading matches the engineers ballast plan		
23	Confirm that adhesive has been applied to double-stacked ballast blocks		
24	Confirm that mechanical attachments are installed per plans and specs		
25	Confirm that slip sheets are in place		
26	Confirm that all windscreens have been installed		
27	Confirm that all array bonding has been installed		
28	Confirm that all string wiring is properly secured and off of the roof		
29	Confirm that final panel connections have been made		
30			
Additional Comments			

System Power(kW) Verification for AE 3TL Inverter				
Step	Description	Actual	Projected	Variance
1	Set up Seaward Solar Irradiance Meter with Cell Temperature Sensor on Array being tested			
2	Record the number of modules per string			
3	Record the number of strings being used			
4	Record the number of inverters on this site			
5	Record Irradiance (W/M <sup>2</sup> )			
6	Record Module Temperature (°C)			
7	Record Ambient Temperature (°C)			
8	Record Windspeed (m/s)			
9	Using the Seaward Solar Tester perform the following Tests			
10	Perform Mpp Test and record power (kW) for String #1		0.00	#DIV/0!
11	Perform Mpp Test and record power (kW) for String #2		0.00	#DIV/0!
12	Perform Mpp Test and record power (kW) for String #3		0.00	#DIV/0!
13	Perform Mpp Test and record power (kW) for String #4		0.00	#DIV/0!
14	Perform Mpp Test and record power (kW) for String #5		0.00	#DIV/0!
15	Perform Mpp Test and record power (kW) for String #6		0.00	#DIV/0!
16	Record Inverter output (kW)		0.00	#DIV/0!
17	System Output			
Notes				
Performance Testing				
Energy Performance tests will be conducted according to the protocols in ASTM Designation E2848-11				
Field Metering Equipment Verification				
Step	Description	Pass/Fail	Photos	
1	Verify that the PV Reference Cell installed conforms to specifications			
2	Verify that the PV reference cell is installed at the plane of array			
3	Verify the accuracy of the PV reference Cell			
4	Verify that the ambient temperature sensor installed conforms to specification			
5	Verify the accuracy of the ambient temperature sensor			
6	Verify that the Wind Speed Meter installed conforms to specifications			
7	Verify the accuracy of the on site wind speed meter			
8	Verify that the generation meter is reporting accurately			
Data Collection				
Step	Description	Confirmation	Photos	
1	Set Data Acquisition System to collect the following data in 15 minute intervals			
	Power (kW)			
	Irradiance (W/m <sup>2</sup> )			
	Ambient Temperature (°C)			
	Wind Speed (m/s)			
2	Collect Data for the above parameters for a period of 10 days			
Data Comparison				
Step	Description	Result	Photos	
1	Graph the data that was collected during the 10 day test period			
2	Select the data sets that best represents a typical production curve eliminating outliers and clipped data points			
3	Perform multi-linear regression on reporting conditions data points			
4	Use Calculated regression coefficients to determine actual PV power			
5	Perform multi-linear regression on PVSyst output files/TMY reporting conditions			
6	Use Calculated regression coefficients to determine projected PV power			
7	Compare reported condition power vs. projected power			
8				
EPC CONTRACTOR SIGNATURE				
BY:				
NAME:				
TITLE:				
DATE:				

**SOLAR SERVICES PAYMENT**

1. Definitions

**“Commercial Operation Date”** shall have the meaning as defined in the Agreement.

2. Solar Pricing: For the first year of the Term the kWh rate shall be \$0.090 and thereafter shall escalate by 1% on an annual basis as described below.

**Payments:** Each payment is due on the monthly anniversary date of the Commercial Operation Date.

<b>Year</b>	<b>Contract Price Per kWh</b>
1	\$0.090
2	\$0.091
3	\$0.092
4	\$0.093
5	\$0.094
6	\$0.095
7	\$0.096
8	\$0.096
9	\$0.097
10	\$0.098
11	\$0.099
12	\$0.100
13	\$0.101
14	\$0.102
15	\$0.103
16	\$0.104
17	\$0.106
18	\$0.107
19	\$0.108
20	\$0.109

**Appendix – SCHEDULE 5**

**EARLY TERMINATION**

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following tables shown below. At Expiration (the end of the Initial Term or any Renewal Term, in either case without further renewal, if permitted), the amount in Column 1 (Early Termination Fee) shall be deemed to be zero (0) and the amount in Column 2 (Minimum Option Price) shall be the amount applicable for the year then ending.

**Early Termination Occurs in Year:** **Termination Value**  
"Column 1"

<b>Year</b>	<b>Termination Value</b>
1	\$2,847,017.72
2	\$2,397,579.60
3	\$2,076,148.85
4	\$1,802,782.50
5	\$1,535,222.51
6	\$1,293,958.56
7	\$1,202,008.62
8	\$1,113,890.16
9	\$1,023,968.72
10	\$932,066.66
11	\$838,282.78
12	\$742,507.83
13	\$644,770.38
14	\$544,959.56
15	\$443,032.29
16	\$339,014.58
17	\$261,003.00
18	\$198,176.01
19	\$133,755.65
20	\$67,708.39

**PURCHASE OPTION**

**Purchase Date Occurs on:**  
(Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date, as such definition is modified in Section 2.2 of the Agreement)

**Option Price**  
**"Column 2"**

<b>Year</b>	<b>Purchase Price</b>
1	NA
2	NA
3	NA
4	NA
5	NA
6	\$1,293,958.56
7	NA
8	NA
9	NA
10	\$932,066.66
11	NA
12	NA
13	NA
14	NA
15	\$443,032.29
16	NA
17	NA
18	NA
19	NA
20	\$67,708.39

\* Higher of Fair Market Value of System or amount specified

**EMERGENCY CONTACT INFORMATION**

**Host:**

**Provider:**

Andrew Chester  
Senior Vice President  
Greenskies Renewable Energy LLC  
10 Main Street, Suite E  
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Ph: (860) 398-5408  
Fax: (860) 398-5423  
Email: [achester@greenskies.com](mailto:achester@greenskies.com)

Michael Silvestrini  
President  
Greenskies Renewable Energy LLC  
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Middletown, CT 06457  
Ph: (860) 398-5408  
Fax: (860) 398-5423  
Email: [mike@greenskies.com](mailto:mike@greenskies.com)

**Appendix -- SCHEDULE 7**

**PROVIDER'S INSTALLATION WORK SCHEDULE**

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Calendar
1	Contract Execution	255 days	0 days	Fri 8/29/14	Thu 8/20/15		Jul 27 '14, Aug 3 '14, Aug 11 '14, Aug 18 '14, Aug 25 '14, Sep 1 '14, Sep 8 '14, Sep 15 '14, Sep 22 '14, Sep 29 '14, Oct 6 '14, Oct 13 '14, Oct 20 '14, Oct 27 '14, Nov 3 '14, Nov 10 '14, Nov 17 '14, Nov 24 '14, Dec 1 '14, Dec 8 '14, Dec 15 '14, Dec 22 '14, Dec 29 '14, Jan 5 '15, Jan 12 '15, Jan 19 '15, Jan 26 '15, Feb 2 '15, Feb 9 '15, Feb 16 '15, Feb 23 '15, Mar 1 '15, Mar 8 '15, Mar 15 '15, Mar 22 '15, Mar 29 '15, Apr 5 '15, Apr 12 '15, Apr 19 '15, Apr 26 '15, May 3 '15, May 10 '15, May 17 '15, May 24 '15, Jun 7 '15, Jun 14 '15, Jun 21 '15, Jun 28 '15, Jul 5 '15, Jul 12 '15, Jul 19 '15, Jul 26 '15, Aug 2 '15, Aug 9 '15, Aug 16 '15, Aug 23 '15, Aug 30 '15, Sep 6 '15, Sep 13 '15, Sep 20 '15, Sep 27 '15, Oct 4 '15, Oct 11 '15, Oct 18 '15, Oct 25 '15, Nov 1 '15, Nov 8 '15, Nov 15 '15, Nov 22 '15, Nov 29 '15, Dec 6 '15, Dec 13 '15, Dec 20 '15, Dec 27 '15, Jan 3 '16, Jan 10 '16, Jan 17 '16, Jan 24 '16, Jan 31 '16, Feb 7 '16, Feb 14 '16, Feb 21 '16, Feb 28 '16, Mar 6 '16, Mar 13 '16, Mar 20 '16, Mar 27 '16, Apr 3 '16, Apr 10 '16, Apr 17 '16, Apr 24 '16, May 1 '16, May 8 '16, May 15 '16, May 22 '16, May 29 '16, Jun 5 '16, Jun 12 '16, Jun 19 '16, Jun 26 '16, Jul 3 '16, Jul 10 '16, Jul 17 '16, Jul 24 '16, Jul 31 '16, Aug 7 '16, Aug 14 '16, Aug 21 '16, Aug 28 '16, Sep 4 '16, Sep 11 '16, Sep 18 '16, Sep 25 '16, Oct 2 '16, Oct 9 '16, Oct 16 '16, Oct 23 '16, Oct 30 '16, Nov 6 '16, Nov 13 '16, Nov 20 '16, Nov 27 '16, Dec 4 '16, Dec 11 '16, Dec 18 '16, Dec 25 '16, Jan 1 '17, Jan 8 '17, Jan 15 '17, Jan 22 '17, Jan 29 '17, Feb 5 '17, Feb 12 '17, Feb 19 '17, Feb 26 '17, Mar 5 '17, Mar 12 '17, Mar 19 '17, Mar 26 '17, Apr 2 '17, Apr 9 '17, Apr 16 '17, Apr 23 '17, Apr 30 '17, May 7 '17, May 14 '17, May 21 '17, May 28 '17, Jun 4 '17, Jun 11 '17, Jun 18 '17, Jun 25 '17, Jul 2 '17, Jul 9 '17, Jul 16 '17, Jul 23 '17, Jul 30 '17, Aug 6 '17, Aug 13 '17, Aug 20 '17, Aug 27 '17, Sep 3 '17, Sep 10 '17, Sep 17 '17, Sep 24 '17, Oct 1 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**Appendix – SCHEDULE 8**

**MONTHLY BENCHMARK PRODUCTION PERCENTAGES**

Monthly Benchmark production values expressed as percent (%) of total annual production are presented below.

Month	Year 1 Monthly Output (kWh)	Percentages
January	44,410	6.3%
February	39,390	5.6%
March	64,790	9.2%
April	66,160	9.4%
May	71,680	10.2%
June	72,830	10.4%
July	74,300	10.6%
August	71,390	10.2%
September	64,290	9.2%
October	54,100	7.7%
November	43,920	6.3%
December	34,500	4.9%
<b>TOTAL</b>	<b>701,770</b>	<b>100%</b>

# Housing Authority of the City of Ansonia

RECEIVED FOR FILE  
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*Elizabeth Lynch*  
TOWN AND CITY CLERK  
ANSONIA, CONNECTICUT

Robert Lisi, Chairman  
Edward Norman, Vice Chairman  
Eileen Krugel, Commissioner  
Dan Kershaw, Commissioner

Troy D. White  
Executive Director

36 Main Street  
Ansonia, CT 06401  
Phone: (203) 736-8888  
(TDD/TYY): 1-800-842-9710  
FAX: (203) 736-8833

August 22, 2014

Elizabeth Lynch  
City Clerk  
City of Ansonia  
253 Main Street  
Ansonia, CT 06401

Dear Ms. Lynch:

The Housing Authority of the City of Ansonia conducted a Resident Election in compliance with State of Connecticut law, the Federal Code of Regulation and the Housing Authority Election Policy. The election was oversaw and certified by the League of Women Voters yesterday, August 21, 2014. As a result of that election Mr. Samuel Levey won and is the duly recommended person for appointment by Mayor David S. Casseti for the vacate Resident Commissioner position on the Housing Authority of the City of Ansonia's Board of Commissioner.

Should you have any questions, do not hesitate to contact me at (203) 736-8888 extension 314.

Sincerely,



Troy D. White  
Executive Director



8-21-14

70 Woodlawn Ave.  
Apt. 69

TOTAL VOTES CAST 64

LYTE 4

Levey 34

MASON 26

Coole f. Zinsler  
Jean Robinson  
Gloria Turner on NW Bpt. Area  
Janet Clayman  
Diane F. [unclear]  
Allen W. Fanslow

PART I THE CHARTER

Sec. 3. Wards.

The City of Ansonia shall be divided into three (3) wards, which wards shall be redistricted every ten years, following the decennial census, pursuant to applicable state and federal statutes.

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The City of Ansonia shall be divided into seven (7) wards designated and described as follows:

*First Ward:* So much of said city as is included within the following boundaries: Beginning at the intersection of Partridge Road and Woodbridge Avenue, turn south onto Woodbridge Avenue from Partridge Road; thence southwesterly through the center of Partridge Road to State Street; thence northwesterly through the center of State Street to Fourth Street; thence southerly through the center of Winter Street to Summer Street; thence westerly through the center of Summer Street to North Cliff Street; thence southerly through the center of North Cliff Street to State Street; thence westerly through the center of State Street to Main Street; thence southwesterly through the center of Main Street to Maple Street; thence westerly through the center of Maple Street to Naugatuck River Boundary; thence northerly through the center of River Boundary to Town Boundary; thence northeasterly through the center of Town Boundary to Old Quarry Road; thence northeasterly through the center of Old Quarry Road to Prospect Street; thence southerly through the center of Prospect Street to Rockwood Avenue; thence southerly through the center of Rockwood Avenue to Partridge Road; thence southeasterly through the center of Partridge Road to Dells Road; thence southwesterly through the center of Dells Road to Partridge Drive; thence northeasterly through the center of Partridge Drive to Woodbridge Avenue and the point of beginning shall be the first ward of said city.

*Second Ward:* So much of said City as is included within the following boundaries: Beginning at the intersection between Buswell Street and Myrtle Avenue, southwesterly through the center of Myrtle Avenue to East Street; thence northwesterly through the center of East Street to Beaver Street; thence southerly through the center of Beaver Street to Myrtle Avenue; thence westerly through the center of Myrtle Avenue to Judson Place; thence southerly through the center of Judson Place to Cottage Avenue; thence westerly through the center of Cottage Avenue to South Cliff Street; thence northwesterly through the center of South Cliff Street to State Street; thence southwesterly through the center of State Street to North Cliff Street; thence northerly through the center of North Cliff Street to Summer Street; thence northeasterly through the center of Summer Street to Winter Street; thence northwesterly through the center of Winter Street to Fourth Street; thence northwesterly through the center of Fourth Street to State Street; thence southeasterly through the center of State Street to Woodbridge Avenue; thence northeasterly through the center of Woodbridge Avenue to Partridge Drive; thence northwesterly through the center of Partridge Drive to Dells Road; thence northwesterly through the center of Dells Road to Partridge Road; thence northwesterly through the center of Partridge Road to Rockwood Avenue; thence northeasterly through the center of Rockwood Avenue to Prospect Street; thence northwesterly through the center of Prospect Street to Old Quarry Road; thence northeasterly through the center of Old Quarry Road to Town Boundary; thence easterly through the center of Town Boundary to Beaver Brook; thence southerly through the center of Beaver Brook to East Side of Quillinan Reservoir; thence southerly to Buswell Street and the point of beginning shall be the second ward of said city.

*Third Ward:* So much of said City as is included within the following boundaries: Beginning at the intersection of Shortell Drive and Hill Street, turn northwesterly on Hill Street; thence westerly through the center of Hill Street to Spring Street; thence southerly through the center of Spring Street to Jewett Street; thence southerly through the center of Jewett Street to Platt Street; thence southeasterly through the center of Platt Street to Prindle Avenue; thence southerly through the center of Prindle Avenue to Town Boundary; thence northwesterly through the center of Town Boundary to Division Street; thence northwesterly through the center of Division Street to Naugatuck River Boundary; thence northerly through the center of Naugatuck River Boundary to Maple Street; thence northeasterly through the center of Maple Street to Main Street; thence northerly through the center of Main Street to State Street; thence northeasterly through the center of State Street to South

PART I THE CHARTER

Cliff Street; thence southeasterly through the center of South Cliff Street to Cottage Avenue; thence easterly through the center of Cottage Avenue to Judson Place; thence northerly through the center of Judson Place to Myrtle Avenue; thence easterly through the center of Myrtle Avenue to Beaver Street; thence northerly on Beaver Street to East Street; thence easterly through the center of East Street to Myrtle Avenue; thence northeasterly through the center of Myrtle Avenue to Hunters Lane; thence easterly through the center of Hunters Lane to Sharyl Drive; thence southerly through the center of Sharyl Drive to Beaver Brook; thence southeasterly through the center of Beaver Brook to Shortell Drive and the point of beginning shall be the third ward of said city.

*Fourth Ward:* So much of said city as is included within the following boundaries: Beginning at a point in the center of the Veterans Memorial Bridge in the center of the Naugatuck River; thence southerly through the center of the center of said river to a point where it meets the boundary line of the City of Ansonia and the City of Derby (Division Street); thence northwesterly through the center of Division Street to Wakelee Avenue; thence northerly through the center of Wakelee Avenue to Mary Street; thence easterly along Mary Street to Grove Street; thence easterly through the center of Grove Street to Howard Avenue; thence northwesterly through the center of Howard Avenue to Jackson Street; thence northeasterly through the center of Jackson Street; thence southeasterly through the center of Maple Street; thence easterly through the center of the Veterans Memorial Bridge to the center of the Naugatuck River and the point of beginning shall be the fourth ward of said city.

*Fifth Ward:* So much of said city as is included within the following boundaries: Beginning at a point in the center of the Veterans Memorial Bridge in the center of the Naugatuck River; thence northerly through the center of the Naugatuck River to a point where it meets the boundary line between the City of Ansonia and the Town of Seymour; thence southwesterly along said boundary line between the City of Ansonia and the Town of Seymour to a point where said boundary meets the boundary between the City of Ansonia and the City of Derby (Division Street) to a point where it meets the center of Wakelee Avenue; thence northerly through the center of Wakelee Avenue to Mary Street; thence easterly through the center of Mary Street to Grove Street; thence northeasterly through the center of Grove Street to Howard Avenue; thence northwesterly through the center of Howard Avenue to Jackson Street; thence northeasterly through the center of Jackson Street to Maple Street; thence easterly through the center of Maple Street to the point of beginning shall be the fifth ward of said city.

*Sixth Ward:* So much of said city as is included within the following boundaries; beginning at a point at the intersection of Coe Lane and Finney Street, northwesterly through the Center of Coe Lane to Town Boundary; thence northwesterly along the Town boundary to Coe Street; thence northwesterly along Coe Street to Prindle Avenue; thence northerly through the center of Prindle Avenue to Platt Street; thence northwesterly through the center of Platt Street to Jewett Street; thence northerly through the center of Jewett Street to Spring Street; thence, northeasterly through the center of Spring Street to Hill Street; thence southeasterly through the center of Hill Street to Shortell Drive; thence northerly through the center of Shortell Drive to Beaver Brook; thence easterly along Beaver Brook to Benz Street; thence southerly through the center of Benz Street to Sokolnicki Lane; thence southerly through the center of Sokolnicki Lane to Benz Street; thence southerly through the center of Benz Street to Jarvis Drive; thence southwesterly through the center of Jarvis Drive to Martin Terrace; thence northwesterly through the center of Martin Terrace to Marinelli Lane; thence southwesterly through the center of Marinelli lane to Greenfield Drive; thence southwesterly through the center of Greenfield Drive to Finney Street; thence to the point of beginning shall be the sixth ward of said city.

*Seventh Ward:* So much of said city as is included within the following boundaries; beginning at the center of Finney Street which meets the boundary line between the City of Ansonia and the City of Derby (Finney Street and Coe Lane) thence northeasterly along said Boundary to the boundary line between the City of Ansonia and the Town of Woodbridge; thence northwesterly along said Boundary to Beaver Brook; thence westerly along Beaver Brook to the East shore of Quillian Reservoir; thence southerly along the East shore of Quillian Reservoir to Buswell Street; thence southerly through the center of Buswell Street to Myrtle Avenue; thence northeasterly through the center of Myrtle Avenue to Hunters Lane; thence easterly through the center of Hunters Lane to

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~~Sharyl Drive; thence southerly through the center of Sharyl Drive of the unknown boundary between Sharyl Drive and Beaver Brook; thence southeasterly along Beaver Brook to Benz Street; thence through the center of Benz Street to Sokolnicki Lane; thence through the center of Sokolnicki Lane to Benz Street; thence southerly through the center of Benz Street to Jarvis Drive; thence southwesterly through the center of Jarvis Drive to Martin Terrace; thence northerly through the center of Martin Terrace to Marinelli Lane; thence northwesterly through the center of Marinelli Lane to Greenfield Drive; thence southwesterly through the center of Greenfield Drive to Finney Street; thence to point of beginning shall be the seventh ward of said city.~~

~~(Spl. Act 369, 1961; election of 1-8-83; Ord. of 6-8-93; Ord. of 5-28-03)~~

**Sec. 3A. Ward boundary commission.**

~~In January 2015 and thereafter in every October of every year ending in the numeral 2 (two) a ward boundary commission shall be created. The commission shall consist of seven (7) members, not more than a bare majority of whom shall be members of the same political party. The Mayor shall nominate the members subject to aldermanic approval. The commission shall create new wards by adhering to the principal of "one person—one vote." The commission shall submit a proposal after holding two (2) public hearings to the Board of Aldermen no later than the next March thirty-first. The Board of Aldermen shall adopt or revise the proposal by ordinance no later than the next May thirty-first.~~

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~~The ward boundaries described in section 3 shall be in effect until new boundaries are ratified by ordinance, at which time they shall terminate. Following May thirty-first the commission shall cease to exist.~~

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**Sec. 3A. Ward boundary commission.**

~~The ward boundaries described in section 3 shall be in effect until December 31, 1992, at which time they shall terminate.~~

~~In October of 1992 and in every October of every succeeding year ending in the numeral 2 (two) a ward boundary commission shall be created:~~

~~The commission shall consist of seven (7) members, not more than a bare majority of whom shall be members of the same political party. The mayor/Mayor shall nominate the members subject to aldermanic approval:~~

~~The commission shall create new wards by adhering to the principal of "one person—one vote." The commission shall submit a proposal after holding two (2) public hearings to the board of aldermen/Board of Aldermen no later than the next March thirty-first. The board of aldermen/Board of Aldermen shall adopt or revise the proposal by ordinance no later than the next May thirty-first.~~

~~Following May thirty-first the commission shall cease to exist.~~

~~(Election of 11-8-83)~~

This amendment reduces the number of wards and sets forth the procedure for redistricting the wards.

PART I THE CHARTER

**Sec. 5. Elections to be held pursuant to state election laws; when held; officers to be elected, terms, etc.**

All elections hereafter held within the City and Town of Ansonia shall be held pursuant to the provisions of the general election laws of this state.

On the Tuesday following the first Monday of November of each odd-numbered year, the electors of the several wards of said city shall elect from their number ~~threetwo~~ (32) aldermen, who shall be residents and electors of their representative wards at the time of their election, and at said meeting the electors of said city, voting in their respective wards, shall elect from their number a ~~mayor~~ Mayor, town and city clerk, a treasurer, a board of education, five (5) city sheriffs, and such other officers as the laws of this state shall prescribe for election at said time, all of whom, except the board of education, shall hold their offices for the term of two (2) years from the first day of December next succeeding their election and until their successors are elected and qualified, except that the town and city clerk shall hold his office for the term of two (2) years from the first Monday of January next succeeding his election and until his successor is elected and qualified.

(Spl. Act 302, 1905; Spl. Act 369, 1961; election of 11-8-83; election of 11-5-96)

This amendment sets the number of Aldermen to be elected from each ward.

PART I THE CHARTER

Sec. 8. Powers and duties of ~~mayor~~Mayor generally.

The ~~mayor~~Mayor of said city shall be the chief executive officer thereof, and shall have all of the executive powers vested by law or by this Charter, except as otherwise provided or limited by this Charter. The Mayor shall also discharge all the duties imposed upon him by the charter and ordinances of the city and shall have and exercise all other executive and administrative powers conferred by the laws of the state upon any municipal chief executive. The Mayorand shall devote the full time necessary to fill the duties of the office including his duty to be vigilant in the execution and enforcement of the laws and ordinances. He shall have power to administer oaths and to take depositions in acknowledgment of these and other instruments in all cases. He shall be recognized as the official head of the Town for all ceremonial purposes, by the courts for the purpose of serving civil process and by the Governor for military purposes.

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Except as otherwise provided in this Charter, the duties of the Mayor shall include, but not be limited to:

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1. Administration and supervision of all departments, agencies and offices of the city;

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2. The enforcement of all laws and ordinances of the city;

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3. Causing the laws and ordinances to be executed and enforced, and to conserve the peace within said city;

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4. Providing for the good order and efficient government of said city;

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5. Calling special meetings of the Board of Aldermen when he may deem it expedient;

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6. Recommending the adoption of all such measures connected with the police, security, health, cleanliness, and general well-being of said city, and the improvement of its government and finance, as he shall deem expedient;

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7. Communicating to the Board of Aldermen at the end of each fiscal year a general statement of the situation, state, and condition of the city in relation to its government, expenditures, finances, and improvements, which report and recommendations shall be entered upon the records of said city within five days after their reception, and published in such manner as said Board of Aldermen shall order;

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8. Communicating to the Board of Aldermen, during the month of March next succeeding his election, and quarterly thereafter, a general statement of the conditions of the city in relation to its government, finances, public improvements, and affairs, with such recommendations as he may deem proper;

9. Providing an annual report, showing the situation, state, and condition of the city in relation to its government, finances, and improvements, shall be made to the Board of Aldermen on or before the first day in November in each year, and the annual reports of all administrative city officers and boards now required by law to be made shall be made on or before the twenty-fifth day of October in each year;

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10. Making recommendations to the Board of Aldermen legislative action and other matters within the jurisdiction of the Board of Aldermen as he or she shall deem necessary in the best interest of the city;

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11. Warning all city meetings of the City of Ansonia;

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12. Signing all bonds and deeds and all written contracts of the city wherein the amount involved exceeds

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PART I THE CHARTER

one thousand dollars;

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13. Executing and signing a note or notes of said city for all money borrowed, as provided for by said Charter, which said note or notes shall be countersigned by the treasurer;

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14. Either approving or disapproving in writing every vote, resolution, order, or ordinance passed by the Board of Aldermen. If he approves it, or fails to take action within five days after its passage, such vote, resolution, order, or ordinance shall become operative and effectual; if he disapproves it, he shall notify the city clerk, within said five days, of such disapproval in writing, and shall transmit in writing his reasons therefor to the Board of Aldermen at its next regular meeting, and such vote, resolution, order, or ordinance shall not become operative and effectual unless passed over his veto by an affirmative vote of two-thirds of the Board of Aldermen;

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15. Making nominations for appointment to the Town's various Boards and Commissions and to fill any vacancies created therein not otherwise provided for by this Charter;

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16. Preparation of the Annual Budget of the cite as provided in this Charter;

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17. Mediation and resolution of differences between boards, commissions, committees, agencies, authorities and other public bodies within the Town government relating to an interpretation of city policies and procedures;

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18. By himself or his designee conducting an investigation of available state and federal funds and grants on behalf of the city, and advise any of the city's departments, boards and commissions with respect to obtaining said funds and grants;

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19. By himself or his designee acting as the bargaining agent and personnel director for the city, with the exception of the Board of Education, in all labor and employment matters, including authority to retain the services of labor consultants and attorneys to assist in such matters;

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20. Selection, appointment and hiring of departments heads, except as otherwise provided in this Charter;

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21. Adopting as well as updating a written policy for recruiting, screening, investigating and hiring all city employees for positions in accordance with approved job descriptions. In addition, the Mayor shall, on a monthly basis, report to the Council regarding employment vacancies, promotions, and recently hired employees;

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22. Directing department heads to establish procedures for annual performance evaluations of all subordinate employees. The Mayor shall prepare, obtain and review performance evaluations of all department heads of the city. Before the department head takes any personnel action with regard to any city employee evaluated, he or she shall review all performance evaluations from all sources. The department head shall thereafter take such action, as he or she shall deem appropriate with respect to all employees evaluated.

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PART I THE CHARTER

The Mayor shall have such additional powers and shall perform such other duties as may from time to time be required for a term of two (2) years, of him or her by ordinance, provided that the same are not inconsistent with this Charter or the provisions of the Connecticut General Statutes.

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(Election of 11-5-96; election of 11-6-01)

This amendment clarifies and consolidates the duties of the Mayor in one section of the Charter.

PART I THE CHARTER

**Sec. 9. MayorMayor to file nominations for officers and boards; appointment and terms of officers and members of boards. <sup>[2]</sup>**

The ~~mayor~~Mayor shall, within ten (10) days after his qualification, and at least seventy-two (72) hours prior to a regular meeting of the ~~board of aldermen~~Board of Aldermen, or a special meeting of the board duly called for that purpose, file with the city clerk the nominations for the following officers and boards as hereinafter specified, such nominators to be confirmed or rejected separately and individually by said ~~board of aldermen~~Board of Aldermen at its next meeting after they are made. In the event of any nominations being rejected by said board, the ~~mayor~~Mayor shall, at least seventy-two (72) hours before the next regular meeting of said board, or a special meeting of said board duly called for that purpose, file with the city clerk nominations for other persons in the place of these rejected, unless otherwise provided for in this Act; and in the event of further rejections, shall continue to file nominations in the manner and form aforesaid in place of those rejected until all of the officers and boards provided for in this section shall be confirmed and filed. In the event of the neglect or the refusal of the ~~mayor~~Mayor to file said nominations as hereinbefore provided, the ~~board of aldermen~~Board of Aldermen, at its next regular meeting, or a special meeting duly called for that purpose, may fill the vacant offices and boards hereafter specified and confirm other persons in the place of those previously rejected; and said nominations and confirmations shall be made in such manner as to divide said offices and said boards as nearly as possible equally between the two (2) leading political parties. Whenever any vacancy shall occur in any appointive office, it shall be filled for the unexpired term in the same manner as herein provided for nominations and confirmations of said office. The officers to be appointed shall be: A collector of taxes to serve for two (2) years; a city engineer to serve for two (2) years; a corporation counsel to serve for two (2) years; a board of ~~assessment appeal~~tax-review composed of four (4) members, two (2) of who shall be appointed each year to serve for the term of two (2) years; a board of apportionment and taxation, composed of twelve (12) members, four (4) of whom shall be appointed each year to serve for the term of three (3) years; a board of public works, composed of four (4) members, two (2) of whom shall be appointed each year for the term of two (2) years; ~~a board of welfare composed of four (4) members, two (2) of whom shall be appointed each year to serve for the terms of two (2) years; a superintendent of welfare to serve for two (2) years; a board of health, composed of five (5) members, one of whom, shall be a physician in good standing who shall be the health officer of said board and shall hold his office for the term of four (4) years, and of the other members of said board, two (2) members shall be appointed each year for the term of two (2) years; a board of sinking fund commissioners composed of three (3) members, one of whom shall be appointed each year for the term of three (3) years;~~ a board of police commissioners, composed of five (5) members, three (3) to be appointed one (1) year and two (2) to be appointed the following year for terms of two (2) years; term of office of additional members shall be one (1) member for one (1) year; one (1) member for three (3) years. Thereafter, these members shall be appointed to a term of two (2) years, commencing an January 1st; a building inspector to serve for the term of two (2) years; ~~There shall also be appointed a board of assessment as provided for in section 20 of Number 302 of the Special Acts of 1905, and~~ a board of library directors composed of nine (9) members, three (3) of whom shall be appointed each year as provided in section 78 of Number 441 of the Special Acts of 1901; ~~also a janitor of the city hall to serve for two (2) years.~~

(Spl. Act 302, 1905; Spl. Act 337, 1949; Spl. Act 369, 1961; election of 11-4-80; election of 11-7-89; election of 11-5-96; election of 11-6-01)

This amendment allows the Charter to be in compliance with the General Statutes and eliminates Section 3 of the Charter, which is no longer applicable.

PART I THE CHARTER

**Sec. 13. Mayor authorized to exercise power of sheriff; authority of mayor to command aid of other law enforcement officers, etc.**

~~He is further authorized to exercise, within the limits of said city, all the power given to sheriffs by the general statutes for the preservation of the peace, and may at all times command the aid of any sheriff, county deputy sheriff, city sheriff, constable, watchman, or policeman, or any or all of them together, with such other aid as may be necessary in the enforcement and execution of the duties and powers herein mentioned; and whenever he shall have reason to believe that great opposition will be made to the execution of his authority, he may exert all the force necessary to enable him to execute the laws within said city.~~

**Sec. 14. Recommendations and annual report required of mayor Mayor.**

~~It shall also be the duty of the mayor Mayor to recommend the adoption of all such measures connected with the police, security, health, cleanliness, and general well-being of said city, and the improvement of its government and finance, as he shall deem expedient; to communicate to the board of aldermen Board of Aldermen at the end of each fiscal year a general statement of the situation, state, and condition of the city in relation to its government, expenditures, finances, and improvements, which report and recommendations shall be entered upon the records of said city within five days after their reception, and published in such manner as said board of aldermen Board of Aldermen shall order.~~

**Sec. 15. Additional duties and responsibilities of mayor Mayor enumerated.**

~~It shall also be the duty of the mayor Mayor to discharge all the duties imposed upon him by the Charter and ordinances of the city, the laws of the state and of the United States; to cause the laws and ordinances to be executed and enforced; and to conserve the peace within said city, and he shall be responsible for the good order and efficient government of said city; to communicate to the board of aldermen Board of Aldermen, during the month of March next succeeding his election, and quarterly thereafter, a general statement of the conditions of the city in relation to its government, finances, public improvements, and affairs, with such recommendations as he may deem proper, and to call special meetings of the board of aldermen Board of Aldermen when he may deem it expedient; to warn all city meetings of the City of Ansonia; to sign all bonds and deeds and all written contracts of the city wherein the amount involved exceeds one thousand dollars; to execute and sign a note or notes of said city for all money borrowed, as provided for by said Charter, which said note or notes shall be countersigned by the treasurer; to either approve or disapprove in writing every vote, resolution, order, or ordinance passed by the board of aldermen Board of Aldermen. If he approve it, or fail to take action within five days after its passage, such vote, resolution, order, or ordinance shall become operative and effectual; if he disapprove it, he shall notify the city clerk, within said five days, of such disapproval in writing, and shall transmit in writing his reasons therefor to the board of aldermen Board of Aldermen at its next regular meeting, and such vote, resolution, order, or ordinance shall not become operative and effectual unless passed over his veto by an affirmative vote of two-thirds of the board of aldermen Board of Aldermen. The mayor Mayor shall preside at all city meetings, and shall countersign all orders drawn on the treasurer before the same shall be valid; he may, in case of a tie vote in any board of his nomination, dissolve the tie, and may, whenever in his judgment the interests of the city demand such action, employ additional counsel to assist the corporation counsel in the trial of any case in which the city is a party, except with reference to any matters pending before the general assembly.~~

~~(Spl. Act 302, 1905; election of 11-5-96)~~

**Sec. 16. Reserved.**

**Editor's note—**

PART I THE CHARTER

~~An amendment to the City Charter, approved at election on Nov. 5, 1996, provided in part for the elimination of duties of the mayor Mayor as to law enforcement which in effect repealed former § 16 of this Charter. Section 16 pertained to obstructing, abusing, etc., the mayor Mayor and derived unamended from "An Act Revising the Charter of the City of Ansonia" enacted as Special Act 441 of the 1901 session of the General Assembly.~~

~~**Sec. 17. When annual reports of mayor Mayor and other officers and boards to be made.**~~

~~An annual report of the mayor Mayor, showing the situation, state, and condition of the city in relation to its government, finances, and improvements, shall be made to the board of aldermen Board of Aldermen on or before the first day in November in each year, and the annual reports of all administrative city officers and boards now required by law to be made shall be made on or before the twenty-fifth day of October in each year.~~

This amendment clarifies and consolidates the duties of the Mayor in one section of the Charter.

PART I THE CHARTER

**Sec. 35. Certain duties of sheriffs enumerated.**

Said sheriffs shall attend, when required, as court officers at the city court when sitting for the transaction of civil business only, and shall serve notices of orders of the board of aldermen Board of Aldermen when directed by the ~~mayer~~ Mayor or clerk.

This amendment allows the Charter to be in compliance with the General Statutes.

PART I THE CHARTER

**Sec. 38 Establishment, composition, etc., of board of apportionment and taxation**

In December 2014 the Mayor shall appoint, with the approval of the majority of the Board of Aldermen, a Board of Apportionment and Taxation, consisting of seven (7) members, two (2) of whom shall be appointed to serve for a term of two (2) years, two (2) of whom shall be appointed for a term of three (3) years, and three (3) of whom shall be appointed for a term of four (4) years. Thereafter, in December of each succeeding year, commencing in December 2016, the Mayor shall appoint, with the approval of the Board of Aldermen, members of the board of apportionment and taxation to succeed those members whose terms are expiring, for terms of three (3) years.

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Said board shall be divided equally between the two leading political parties and include at least one unaffiliated voters; and all vacancies in said board shall be filled from the political party in which the vacancy occurs, by nomination by the Mayor and confirmation by the Board of Aldermen, as provided for in section nine of this Act.

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Regular meetings of the Board of Apportionment and Taxation shall be held at least once a month.

**Sec. 39 Recommendation of transfers; Inter-departmental transfers approved by Mayor**

The Board of Apportionment and Taxation shall be required to make recommendations on all transfers of budgetary appropriations that constitute a net increase of a department's overall budget. Requests for recommendations to the Board of Apportionment and Taxation shall be officially noted in the minutes of the first regular meeting of the Board following the receipt of such requests.

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Recommendations on transfers of budgetary appropriations made by the Board of Apportionment and Taxation shall be submitted to the Board of Aldermen and shall appear on the agenda of the next regular meeting of the Board of Aldermen, unless a special meeting of the Board of Aldermen is called for that purpose.

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The Board of Aldermen may alter any recommendation of the Board of Apportionment and Taxation by a vote of two-thirds of its present and voting members. Recommendations not acted on shall be deemed approved by the Board of Aldermen.

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Transfers of appropriations within a given department, which do not constitute a net increase in a department's budget, shall not be reviewed by the Board of Apportionment and Taxation or Board of Aldermen. Such transfers shall be reviewed exclusively by the Comptroller and approved or denied in writing by the Mayor.

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In the event of an emergency, as defined in this section, a budgetary transfer may be approved by joint approval of the Mayor, Chairman of the Board of Apportionment and Taxation and President of the Board of Aldermen.

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An emergency situation is defined as one in which the requested transfer is needed immediately to protect the health and safety of the residents of the City of Ansonia, and in which it would be impractical to call a meeting of the Board of Apportionment and Taxation and Board of Aldermen for the purpose of making recommendations to approve the request.

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**Sec. 40 Chairman, meetings, quorum, etc., of board of apportionment and taxation**

Said board of apportionment and taxation, at its first meeting after the first day of January in each year, shall appoint a chairman, who shall, when present, preside at all meetings of said board. At all meetings of said board four (4) members shall constitute a quorum, and the concurrence of four (4) votes shall be necessary for the transaction of business. Whenever any meeting of the board has been regularly called, and no quorum shall be present, the Mayor may issue a warrant signed by him, directed to the state marshal of New Haven County or some one of his deputies, or to either of the city sheriffs, to arrest and bring into such meeting a sufficient number to constitute a quorum.

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PART I THE CHARTER

The members of said board before entering upon their duties shall be sworn to a faithful discharge thereof, and any member of said board, who shall, while holding office, directly or indirectly, take or bargain for any fee, compensation, or reward, to influence his official vote or action upon any resolution or matter pending before said board, shall, upon conviction thereof, pay a fine of five hundred dollars, and be removed by the Mayor from office, and be forever disqualified from holding any office of trust or profit in said city.

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(Spl. Act 302, 1905; election of 11-6-90, § 1)

**Sec. 41 Clerk, records, etc., of board of apportionment and taxation**

The clerk of said city shall also be clerk of said board of apportionment and taxation and shall make and keep in suitable books records of all the votes and proceedings of said board, which shall at all times be open to public inspection, and preserved for the records of said city. All of such records shall be, in all courts, evidence of the truth of the matters therein contained, and a certified copy of any such record shall be received in all courts as evidence of the same validity as the original record. Said board of apportionment and taxation may employ the services of a stenographer at a rate of compensation to be established by said board.

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(Spl. Act 369, 1961)

**Sec. 42 Power of board of apportionment and taxation to require information, books, etc., from city officers**

Said board of apportionment and taxation shall have full power to require the different city officers to furnish all the information which they may possess, and to exhibit to said board all books, contracts, reports, and other papers and documents in their respective departments, or in their possession, requisite, in the opinion of said board, to enable said board to discharge the duties imposed upon it by this Act; and it is hereby made the duty of all the city officers to furnish and exhibit the same when so required.

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**Sec. 43 Annual Budget Process**

**I. Mayor's Budget**

Not later than the Second Monday in February, the Mayor shall submit to the Board of Apportionment and Taxation a proposed fiscal budget. Said fiscal budget shall consist of:

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(1) A budget message outlining the financial policies of the city government and describing in connection therewith the important features of the budget plan;

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(2) Estimates of revenue, presenting in parallel columns the itemized receipts collected in the last-completed fiscal year and receipts estimated to be collected in the current fiscal year and estimates of the receipts estimated to be collected in the ensuing fiscal year;

(3) Itemized estimates of expenditures presenting in parallel columns the actual expenditures for each department, office, agency or activity during the last fiscal year, the amount estimated to be expended in the current fiscal year and the amount estimated to be expended in the next fiscal year;

(4) As a separate report thereto, a budget of proposed capital projects for the ensuing fiscal year and for the four fiscal years thereafter. Estimates of the costs of such projects shall be submitted by each department, office or agency of the city government annually as directed by the Mayor. The Mayor shall recommend those capital projects to be undertaken during the ensuing fiscal year and the methods of financing the same.

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PART I THE CHARTER

**II. Board of Apportionment and Taxation**

The board of apportionment and taxation, upon receipt of the proposed fiscal budget from the Mayor, shall hold a public hearing on the proposed budget and thereafter review the budget for the purpose of making recommendations.

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Not later than the second Tuesday in March, the Board of Apportionment and Taxation shall submit to the Board of Aldermen a proposed fiscal budget in the form prescribed in Section I and make a recommendation as to the tax rate to be fixed for the ensuing fiscal year.

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**III. Board of Aldermen**

The Board of Aldermen, upon receipt of the proposed fiscal budget from the board of apportionment and taxation, shall review the budget for the purpose of making recommendations. The Board of Aldermen may reduce or delete any item therein by a majority of members present and voting but it will require a vote of two-thirds of the members present and voting to increase the budget or to add any item thereto or increase any item therein.

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Not later than the second Tuesday of April, the Board of Aldermen shall hold a public hearing on the proposed budget, prior to which said Board of Aldermen shall cause said estimate to be published in a daily newspaper of general circulation in said city at least once.

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Not later than April 30, the Board of Aldermen shall adopt the budget for the ensuing fiscal year and fix the tax rate to be levied on property in the City in the ensuing year.

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**IV. Referendum**

A public referendum on the budget must be held if the budget approved by the Board of Aldermen represents an increase of three percent (3%) or more in net taxes to be collected from the previous year's budget. The referendum vote shall be by machine ballot. The referendum shall be held not more than 5 days after approval by the Board of Aldermen. The referendum questions shall be presented on the ballot as follows.

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a. Shall the city portion of the budget, as recommended by the Board of Aldermen of (dollar amount) for the fiscal year (specify year) be adopted?

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b. Shall the board of education portion of the budget, as recommended by the Board of Aldermen, (of dollar amount) for the City of Ansonia for the fiscal year (specify year) be adopted?

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The voters shall be given the option to vote either "Yes" or "No" and additionally the option to vote "too high" or "too low" on each of the budgets.

If both budgets are rejected, both budgets shall be resubmitted to the ballot after revisions by the Board of Aldermen. In case of further rejections, the aforesaid process, under this section, shall be repeated until said budgets are accepted, or until the increase in net taxes to be collected is less than three percent from the previous year's budget.

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If only one of the aforesaid portions of the budget passes, that budget shall be deemed to be approved. The budget question that is rejected shall be resubmitted to the ballot after revision by the Board of Aldermen, and resubmitted again after further rejection and further revision by the Board of Aldermen until said budget is accepted or until the increase in "net taxes to be collected" is less than three percent (3%) from the previous year's budget.

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If the referendum vote rejects the budget, or either part thereof, the rejected portion shall be reconsidered by the Board of Aldermen and taxation within five (5) calendar days. In case of further rejection this process shall be continued using a five (5) calendar day period of reconsideration by the Board of Aldermen until the budget is adopted.

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PART I THE CHARTER

**V. Non-Adoption of Budget**

~~If the budget is not adopted by June 20 the city shall send out real estate tax bills based on the same taxation figures and adjusted mill rate of the prior fiscal year, which would include adjustments for the new revenues, debt service, and legal obligations for the next fiscal year, which begins July 1. After the complete budget is passed the balance of the real estate plus personal property and motor vehicle tax bills shall be sent out based on any change brought about by referendum vote.~~

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**Sec. 38. Establishment, composition, etc., of board of apportionment and taxation.**

~~There shall be in said city a board of apportionment and taxation, consisting of twelve members, who shall be electors and freeholders, and who shall be nominated by the mayorMayor and confirmed by the board of aldermenBoard of Aldermen, as provided for in section nine of this Act, and who shall serve without pay, and no person shall be eligible as a member of said board who holds any other office of said city. Said board shall be divided equally between the two leading political parties; and all vacancies in said board shall be filled from the political party in which the vacancy occurs, by nomination by the mayorMayor and confirmation by the board of aldermenBoard of Aldermen, as provided for in section nine of this Act.~~

~~(Spl. Act 302, 1905)~~

**Sec. 39. Chairman, meetings, quorum, etc., of board of apportionment and taxation.**

~~Said board of apportionment and taxation, at its first meeting after the first day of January in each year, shall appoint a chairman, who shall, when present, preside at all meetings of said board. At all meetings of said board seven members shall constitute a quorum, and the concurrence of seven votes shall be necessary for the transaction of business. Whenever any meeting of the board has been regularly called, and no quorum shall be present, the mayorMayor may issue a warrant signed by him, directed to the sheriff of New Haven County or some one of his deputies, or to either of the city sheriffs, to arrest and bring into such meeting a sufficient number to constitute a quorum. The members of said board before entering upon their duties shall be sworn to a faithful discharge thereof, and any member of said board, who shall, while holding office, directly or indirectly, take or bargain for any fee, compensation, or reward, to influence his official vote or action upon any resolution or matter pending before said board, shall, upon conviction thereof, pay a fine of five hundred dollars, and be removed by the mayorMayor from office, and be forever disqualified from holding any office of trust or profit in said city. The meetings of said board shall be open to the public, and shall be called by the mayorMayor, and notice of the time, place and purpose, of holding the same shall be published in a newspaper published in said city, one time, at least five (5) days but no more than ten (10) days before the day of such meeting; and shall be posted on the bulletin board in City Hall at least five days before the day of such meeting and a notice thereof shall be sent to each member of said board by the city clerk at least forty-eight hours before the hour named for the holding of said meeting.~~

~~(Spl. Act 302, 1905; election of 11-6-90, § 1)~~

**Sec. 40. Clerk, records, etc., of board of apportionment and taxation.**

~~The clerk of said city shall also be clerk of said board of apportionment and taxation and shall make and keep in suitable books records of all the votes and proceedings of said board, which shall at all times be open to public inspection, and preserved for the records of said city. All of such records shall be, in all courts, evidence of the truth of the matters therein contained, and a certified copy of any such record shall be received in all courts as evidence of the same validity as the original record. Said board of apportionment and taxation may employ the services of a stenographer at a rate of compensation to be established by said board.~~

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~~(Spl. Act 369, 1961)~~

**Sec. 41. Power of board of apportionment and taxation to require information, books, etc., from city officers.**

~~Said board of apportionment and taxation shall have full power to require the different city officers to furnish all the information which they may possess, and to exhibit to said board all books, contracts, reports, and other papers and documents in their respective departments, or in their possession, requisite, in the opinion of said board, to enable said board to discharge the duties imposed upon it by this Act; and it is hereby made the duty of all the city officers to furnish and exhibit the same when so required.~~

**Sec. 42. Tax levy generally; annual estimates, appropriations and tax rates generally.**

~~Said board of apportionment and taxation, in legal meetings convened, shall have the power to levy taxes on the polls and ratable estate within the limits of said city for such purposes as said city is by law authorized to lay taxes. Every tax hereafter laid by said board shall be laid upon the grand list of said city which shall have been made and perfected or is in process of making according to law next before or at the time of the laying of such tax. Each board of the city government, each committee of the board of aldermen Board of Aldermen, and each officer of said city, under whose control money is expended, shall, on or before the fifteenth day of January in each year, report to the board of aldermen Board of Aldermen of said city an estimate of the amount of money required by said board, or said committee, or said officer, for the next ensuing fiscal year, giving details as far as practicable. Said board of aldermen Board of Aldermen shall prepare and submit to said board of apportionment and taxation, at the regular meeting, to be held on the second Tuesday of February, in each year, an estimate of the amounts required by each department of city government for the ensuing year, giving particulars as far as possible, and recommending appropriations for all the city expenses for said year; and also recommending such tax on the polls and ratable estates within the limits of as said board of aldermen Board of Aldermen shall deem necessary to meet such expenses for said fiscal year. Said board of aldermen Board of Aldermen shall cause said estimate to be published in a daily newspaper of general circulation in said city at least once, on or before the second Tuesday of February in each year. Said board of apportionment and taxation shall hold a meeting on the second Tuesday of February in each year immediately following receipt of the proposed estimates and recommendations of taxes on the polls and ratable estates from the board of aldermen Board of Aldermen, and may adjourn the same from time to time to a day not later than the third Monday of May following, and at said meeting, or any adjournment thereof, it shall hear all parties who may desire to be heard relative to any alterations in said estimates, appropriations, and tax rates, and may make any alterations in said estimates, appropriations, and tax rates, and such additional appropriations as it shall deem proper. Said board having made such alterations as it desires shall prepare a statement of appropriations and tax rates which it proposes to make and levy, and cause the same to be published in a daily newspaper of general circulation in said city, at least three days before the third Monday of May of each year. Said board shall hold a meeting on the third Monday of May in each year, and at such meeting may make such further alterations in said estimates, appropriations, and tax rates, and shall have power to make appropriations, and lay taxes for all city purposes, and said board may fix the time when any tax laid by it shall become due and payable.~~

~~Said board may, subsequent to the first day of July transfer all or any part of any appropriation to any existing category or item of appropriation or may make such transfer of funds to a newly established category or item of appropriation. Upon approval of this section (as per current law) this section of the City Charter shall become the procedures for preparing budget for the July 1 to June 30 fiscal year commencing July 1, 1994. The city shall use the current budget adoption procedures when adopting the conversion year budget.~~

~~A public referendum on the budget must be held if the budget approved by the board of apportionment and taxation represents an increase of three percent (3%) or more in "net taxes to be collected" from the previous year's budget. The referendum vote shall be by machine ballot. The~~

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~~referendum shall be held not more than 5 days after approval by the board of apportionment and taxation. The referendum questions shall be presented on the ballot as follows:~~

~~a.— Shall the city budget, as recommended by the board of apportionment and taxation of (dollar amount) for the fiscal year (specify year) be adopted?~~

~~b.— Shall the board of education budget, as recommended by the board of apportionment and taxation, (of dollar amount) for the City of Ansonia for the fiscal year (specify year) be adopted?~~

~~The voters shall be given the option to vote either "Yes" or "No" and additionally the option to vote "too high" or "too low" on each of the budgets.~~

~~If both budgets are rejected, both budgets shall be resubmitted to the ballot after revisions by the board of apportionment and taxation. In case of further rejections, the aforesaid process, under this section, shall be repeated until said budgets are accepted, or until the increase in "net taxes to be collected" is less than three percent from the previous year's budget.~~

~~If only one of the aforesaid budgets passes, that budget shall be deemed to be approved. The budget question that is rejected shall be resubmitted to the ballot after revision by the board of apportionment and taxation, and resubmitted again after further rejection and further revision by the board of apportionment and taxation until said budget is accepted or until the increase in "net taxes to be collected" is less than three percent (3%) from the previous year's budget.~~

~~If the referendum vote rejects the budget, or either part thereof, the rejected portion shall be reconsidered by the board of apportionment and taxation within five (5) calendar days. In case of further rejection this process shall be continued using a five (5) calendar day period of reconsideration by the board of apportionment and taxation until the budget is adopted.~~

~~If the budget is not adopted by June 20 the city shall send out real estate tax bills based on the same taxation figures and adjusted mill rate of the prior fiscal year, which would include adjustments for the new revenues, debt service, and legal obligations for the next fiscal year, which begins July 1. After the complete budget is passed the balance of the real estate plus personal property and motor vehicle tax bills shall be sent out based on any change brought about by referendum vote.~~

~~(Spl. Act 166, 1919; Spl. Act 193, 1963; election of 11-2-93; election of 11-3-09; election of 11-5-13)~~

**Sec. 43. Fiscal year; partial appropriations; limitation on appropriations and city expenses; special appropriations.**

~~The fiscal year of said city shall begin on the first day of July in each year and end on the thirtieth day of the succeeding June, both inclusive. Said board of apportionment and taxation shall not have power to make any appropriations in excess of the revenues of said city for any year as estimated by said board, and in no case shall the expenses of said city exceed its revenues for any year, except in cases and for purposes for which said city is authorized to issue bonds and when bonds or temporary notes in anticipation thereof are so issued. No money other than that appropriated shall be expended for any purpose, unless a special appropriation therefor shall first be approved by a two-thirds vote, taken by yeas and nays, of all members of said board present and absent; but such board shall have no power to make such special appropriations, unless the unappropriated revenues of said city are sufficient for the purpose. If a special appropriation in excess of the unappropriated revenues of the city is required an estimate of the same shall be prepared by the board of aldermen Board of Aldermen and submitted to said board of apportionment and taxation at a special meeting called for that purpose by the mayor Mayor; and said board, at said meeting or any adjournment thereof, shall have power to make an appropriation, and to lay a special tax to meet the same, but no appropriation shall be made unless a special tax is laid sufficient to cover the amount, when such appropriation is in excess of the unappropriated revenues of said city. Any appropriations so made for any specific purpose shall not be expended for any other purpose, and, if unexpended shall be placed back into the treasury at the expiration of the fiscal year. Upon approval of this section (as per current law) this section of the City Charter shall become the procedure for preparing a budget for the July 1 to June 30 fiscal year commencing July 1, 1994. The city~~

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~~shall use the current budget adoption procedures when adopting the conversion year budget (October 15, 1993 to June 30, 1994);~~

~~(Spl. Act 277, 1913; Spl. Act 63, 1955; election of 11-2-93)~~

These amendments make changes to the Board of Apportionment and Taxation, and include amendments to the procedure for handling inter-department transfers, the procedure of the annual budget process, and the referendum process.

PART I THE CHARTER

**Sec. 47. Purchases and employment of personnel by board of public works; monthly statement required of board.**

Said board of public works shall purchase any and all tools and implements and supplies ~~and employ any and all persons~~ that may be necessary to carry out the provisions of this Act. It shall transmit monthly to the city clerk a detailed statement of all moneys expended by its direction during the preceding month.

This amendment clarifies that the Mayor, as chief executive officer and personnel director, has the responsibility for hiring of employees.

PART I THE CHARTER

**Sec. 49. Superintendent of public works.**

The superintendent of public works shall be hired by the ~~Mayorboard of public works~~ and shall perform his duties under the direction of the ~~Mayorboard of public works~~ and he may be removed at any time by said ~~Mayorboard~~ for just cause, and ~~the Mayorsaid board~~ shall be the sole judge as to such cause and the expediency of such removal. The superintendent of public works shall be required to have the following qualifications: A four-year degree from a recognized college or university in civil engineering or a closely related field plus five (5) years of progressively responsible public works administration experience including at least three (3) years in supervisor capacity, or, a high school diploma or the equivalent plus ten (10) years of progressively responsible public works administration experience including at least five (5) years in a supervisory capacity, or, any combination of experience and training which provides a demonstrated potential for performing the duties of the class.

He shall receive such compensation as may be fixed by said board, subject to the approval of the board of the aldermen, and he may not be a resident of the city. Said superintendent shall be vigilant and attentive to keep the streets and sidewalks of said city at all times, so far as possible, free from defects and safe for public travel. It shall be his duty to see that the ordinances of said city relative to ice and snow and nuisances committed upon or allowed to be or remain upon said streets and sidewalks shall be obeyed, and that all such nuisances shall be forthwith spared.

(Spl. Act 302, 1905; election of 11-7-89)

This amendment clarifies that the Mayor, as chief executive officer and personnel director, has the responsibility for hiring of employees.

PART I THE CHARTER

**Sec. 51. Board of education generally.**

There shall be in said city a Board of Education~~department of education~~ which shall have the care, management and control of all the schools located in said town, ~~including The Charles H. Pine Manual Training School. The board of education in behalf of the city and at its expense, shall conduct and maintain The Charles H. Pine Manual Training School in accordance with the will of Charles H. Pine, and is empowered to make reasonable rules for its supervision, operation and maintenance, and shall have the powers conferred and the duties imposed on Boards of Education by the General Statutes.~~

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(Spl. Act 156, 1919; Spl. Act 29, 1925)

This amendment allows the Charter to be in compliance with the General Statutes and eliminates a section of the Charter which is no longer applicable.

PART I THE CHARTER

**Sec. 55. Organization of board of education.**

Said board shall, at its first meeting after its appointment and annually thereafter, elect from its number a president who shall preside at all meetings of said board. ~~except when the mayor~~ Mayor shall be present. It shall also appoint from its number a clerk, who shall keep a record in a book for that purpose of all votes, acts, and transactions of said board, and shall perform any and all other duties imposed upon him by said board or by the provisions of this Act. Said board shall elect one or more suitable persons truant officers, to act as such in enforcing the general statutes regarding school attendance.

(Spl. Act 302, 1905.)

This amendment eliminates section of the Charter which is no longer applicable.

PART I THE CHARTER

**Sec. 61. ~~Director of Health~~Board of health generally.**

~~The director of health shall exercise within the city all the authority and shall be subject to all the duties conferred upon and required of town health officers or boards of health. Pursuant to the General Statutes, the city may enter into a health district which shall act as the city's department of health, and its director shall act as the city's director of health. There shall be a board of health in said city which shall be composed of five members, who shall be nominated by the mayor Mayor and confirmed by the board of aldermen Board of Aldermen, as described in section nine of this Charter. The members of said board shall serve without compensation, except that member who is a physician, and he shall receive such a compensation as the board of aldermen Board of Aldermen may prescribe. Three members of said board shall constitute a quorum to do business. At the first meeting of said board, and annually thereafter, said board shall choose a president and clerk from among its number. The president shall preside at all meetings of said board. Said board may fill any vacancy that may occur in the office of president or clerk, and may prescribe the compensation to be paid to said clerk.~~

**Sec. 62. ~~Sanitary inspector and other employees, etc., of board of health.~~**

~~Said board of health shall appoint and employ such a sanitary inspector, for a term of four years with the approval of the mayor Mayor and such other agents as it may, from time to time, designate and prescribe. It shall prescribe the duties of its appointees and agents, except in cases where such duties may be prescribed by the general statutes or by the ordinances of said city, and may fix the compensation of such agents or employees, except when otherwise fixed by ordinance.~~

~~(Spl. Act 302, 1905; Spl. Act 306, 1934.)~~

**Sec. 63. ~~Powers and duties of board of health generally.~~**

~~Said board of health shall have and exercise throughout said city all the jurisdiction, powers, privileges, and duties now by law vested in and imposed upon the town health officers of this state in their respective towns, and no town health officer shall have jurisdiction within the limits of said city. Said board shall cause to be duly executed and enforced each and all of the ordinances of said city and the general laws of this state relating to health so far as they apply to said city. It may from time to time make such rules, regulations, and orders as in its judgment may be required for the preservation of public health in said city, provided, that the same do not conflict with the Constitution or laws of this state, or of the United States, or with this Act or the ordinances of said city.~~

~~(Spl. Act 193, 1963.)~~

**Sec. 64. ~~Authority of board of health with regard to removal of filthy and putrid substances.~~**

~~Said board of health may from time to time cause all filthy and putrid substance or matter of any kind, which it shall think injurious to the public health and cleanliness of the city, to be removed at the expense of the owner or owners of the land or buildings upon or in front of which it may exist, and to recover all such expense from such owner or owners in a proper action therefor.~~

**Sec. 65. ~~Repealed.~~**

~~Repealed, Special Act 306, 1934.~~

PART I THE CHARTER

~~Sec. 66. Police department to assist board of health.~~

~~It shall be the duty of the police department of said city to render, upon the request of said board, such assistance in the enforcement of its votes, regulations, and orders as it may deem necessary for the public welfare, and it shall be the duty of said board of health to report to said police department any officer thereof who shall neglect or refuse to render such assistance when called upon so to do.~~

~~{Spl. Act 193, 1963.}~~

This amendment allows the Charter to be in compliance with the General Statutes and eliminates sections of the Charter which are no longer applicable.

PART I THE CHARTER

**Sec. 67. Police department generally.**

There shall be in said city, a police department, which shall consist of ~~five (5)three (3)~~ commissioners, one chief, and such numbers of lieutenants, sergeants, detective sergeants, detectives, and patrolmen as the ~~board-of-aldermen~~Board of Aldermen shall from time to time determine, all of whom shall be appointed by the ~~mayor~~Mayor and confirmed by the ~~board-of-aldermen~~Board of Aldermen. In the absence of the chief, the chief shall designate a lieutenant who shall be second in command to fulfill such duties of said chief. When the office of chief is vacated, the ~~mayor~~Mayor (by using the personnel policy of said city) shall appoint a successor with the approval of the ~~board-of-aldermen~~Board of Aldermen.

When the office of lieutenant, detective sergeant, sergeant and detective are vacated, the ~~mayor~~Mayor, (after proper testing procedures) shall appoint any police officer of said city who has been a member of said department for three (3) years, with the approval of the ~~board-of-aldermen~~Board of Aldermen.

(Spl. Act 302, 1905; Spl. Act 306, 1931; Spl. Act 216, 1949; Spl. Act 148, 1963; Spl. Act 166, 1969. § 1; Election of 11-4-80)

This amendment corrects an inconsistency/error in the Charter.

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~~Sec. 71. Political activity by members of police department restricted.~~

~~It shall be unlawful for any officer or member of said police department to solicit any person to vote at any election for or against any candidate, or to challenge any elector as to the person for whom he will vote, or to urge the selection or rejection of any candidate for police officer, or to be a member of any political committee. Any person who shall violate this section shall be dismissed by said commissioners from all further service in said police department.~~

This amendment allows the Charter to be in compliance with the General Statutes.

PART I THE CHARTER

**Sec. 73. Board of assessment appealstax-review.**

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The board of assessment appealstax-review of said city shall possess all the powers and shall annually perform all the duties in and for said city imposed by law upon boards of assessment appealstax review of towns, respectively, and all laws of the state conferring powers and imposing duties upon boards of assessment appealstax-review shall be applicable to said board of assessment appealstax review of said city.

(Spl. Act 302, 1905; Spl. Act 474, 1927; Spl. Act 13, 1945; Spl. Act 366, 1963; Election of 11-4-80)

This amendment allows the Charter to be in compliance with the General Statutes.

PART I THE CHARTER

**Sec. 74. Department of welfare.**

~~There shall be in said city a department of welfare, composed of four electors and taxpayers of said city who shall be nominated by the mayor Mayor and confirmed by the board of aldermen Board of Aldermen, as provided for in section nine of this Charter. The members shall serve without compensation. Three members of said board shall constitute a quorum for the transaction of business. At the first meeting of said board after the first day of January, in each year, said board shall choose a president from among its members. The president shall preside at all meetings of said board, when present. The superintendent of welfare shall be, ex officio, the clerk of said board. The members of said department of welfare, before entering upon the discharge of their duties, shall be sworn to a faithful performance thereof. Said department of welfare shall have the general superintendence, management, and control of the affairs of said city relative to poor persons, insane persons, and imbeciles. They shall be overseers of the poor, and shall, at the expense of the city, provide all articles necessary for the subsistence of all paupers, and shall possess all the powers vested in and perform all the duties imposed upon selectmen relative to the support, control and removal of paupers; to the giving and receiving of notices to and from other towns relative to paupers; to the appointment of conservators; to the appointment of guardians; to the appointment of overseers of spendthrifts; to the confinement of habitual drunkards, dipsomaniacs, and persons addicted to the intemperate use of narcotics or stimulants; to the custody of insane convicts; to the confinement of insane persons; to the care of insane paupers and indigent persons; to commitment to and removals from the Connecticut School for Boys, the Connecticut Industrial School for Girls, to the temporary home for dependent and neglected children, and to the Connecticut School for Imbeciles; to contracting for the support of insane poor at Middletown; to the burial of paupers; to delivering bodies for dissection; to the burial of deceased soldiers and sailors; to the giving directions to whom money for soldiers' orphans shall be paid; to returning lists of soldiers' orphans to the comptroller; to the visitation and inspection of boarding-houses for infants; to making returns in regard to deaf, dumb, and blind persons; to giving foundlings in adoption; to indenturing of apprentices, and to proceedings for the release of apprentices from service; to bastardy proceedings; to forbidding the gift, sale or delivery of intoxicating liquors to person addicted to the use of intoxicating liquors. Said board shall have power to prescribe the compensation and duties of the superintendent of welfare, subject to the approval of the board of aldermen Board of Aldermen, and to employ such other persons as may be necessary for the performance of the duties imposed upon said board. All applications for warrants for the removal of paupers shall be made by said board to the judge or deputy judge of the city court<sup>2</sup> of said city, and said warrants shall be directed to and be executed by any proper officer, and the lawful fees for the service of the same at the rate allowed for the service of criminal process shall be paid, by the town to which said paupers shall belong, to said city; provided, however, that nothing herein contained shall affect the validity of any action or notice of the selectmen of any other town relative to paupers.~~<sup>2</sup>

~~(Spl. Act 302, 1905; Spl. Act 360, 1957.)~~

This amendment allows the Charter to be in compliance with the General Statutes and eliminates a section of the Charter which is no longer applicable.

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**Sec. 76. Sinking fund commissioners.**

~~The commissioners of the sinking fund shall possess and exercise all the powers and perform all the duties vested in and devolving upon such a board, as provided for in number 126 of the special laws of 1897, shall receive all moneys appropriated and paid by the city on account of all sinking funds established by said city, and shall hold and control the same, and shall invest and reinvest the same as trust funds are or may be authorized by statute law of the State of Connecticut to be invested, or the same may be deposited in savings banks incorporated by this state. Said commissioners shall, when a debt of the city becomes due, pay over and transmit to the city treasurer so much of the funds which they may hold as a sinking fund for such debt as may be required for the payment of such debt. The board of aldermen Board of Aldermen shall have the same power under this Act in relation to the establishment of a sinking fund as was conferred upon the board of common council by said number 126 of the special laws of 1897.~~

This amendment allows the Charter to be in compliance with the General Statutes and eliminates a section of the Charter which is no longer applicable.

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(Spl. Act 193, 1963.)

**Sec. 80. Organization of board of library directors; appointment, etc., of librarians and other employees.**

Said board of library directors shall, by ballot, biennially, at such time and place as may be prescribed in the by-laws, elect one of its number, who shall be a resident of said city, to be president, who shall hold office until his successor is elected; and said board shall elect a secretary, a treasurer, and such other officers as it may deem necessary, all of whom shall serve without pay, ~~and shall appoint and remove such librarian or librarians and other employees as it may deem necessary for the proper management of said library and reading room;~~ and shall fix the duties and compensation of such librarian and employees. The offices of secretary and treasurer may be held by the same person.

This amendment clarifies that the Mayor, as chief executive officer and personnel director, has the responsibility for hiring of employees.

PART I THE CHARTER

**Sec. 83. Permanent funds and trusts for benefit of library.**

The board of ~~library directorsinking-fund-commissioners~~ of said city shall, subject to the qualifications hereinafter contained, be a board of trustees of any permanent fund or any trust for said public library, and shall receive, hold, manage, invest, and reinvest, in the manner provided by law with reference to the investment of trust funds in this state any money or other property which by devise, bequest, or donation shall be given for the establishment of any permanent fund, or in trust for the benefit of said public library, unless otherwise provided by the terms of such devise, bequest, or donation. Such fund shall be kept as a separate fund, and said ~~boardcommissioners~~ shall annually report in writing the condition of said fund, its disposition, and the manner of its investment, to the ~~mayorMayor~~ of said city. The income of said fund shall semi-annually be turned over to said board of directors for the use of said library, or as specified in the terms of any devise, bequest, or donation thereof. Should any income of said fund not be expended in any one year, such unexpended income shall be subject at any time to the order of said board of directors. Any and all absolute donations of money or other personal property, whether by gift, bequest, or devise, shall be held, managed, and used as said board of directors may deem expedient.

This amendment eliminates a section of the Charter which is no longer applicable.

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**Sec. 93. General powers of ~~board of aldermen~~Board of Aldermen.**

The ~~board of aldermen~~Board of Aldermen when assembled according to law shall have power by the affirmative vote of a majority of its members, present ~~and absent~~, subject to the approval or disapproval of the ~~mayer~~Mayor as hereinbefore provided, to exercise the powers hereinafter conferred and specified, to make, alter, and repeal ordinances for the purpose of carrying the same into effect, not inconsistent with the provisions of this Act or the statute laws of this state, or with the authority given to the standing boards by this Act, and to prescribe penalties not exceeding one hundred dollars' fine or thirty days' imprisonment, or both, for any violation of the same; and any such violation and any violation of any of the provisions of this Act shall be a misdemeanor and may be proceeded against by criminal complaint, warrant, and judgment for commitment, as in other criminal cases, which ordinances may be for any of the following purposes, to wit: To manage, regulate, and control the finances, property, real and personal of the city; to regulate the assessment and collection of taxes and the enforcement of liens; to provide the mode of keeping the accounts of said city, and of adjusting and paying claims against said city; to provide for the police of said city; to punish resistance, hindrance or obstruction to any public officer in the discharge of his duties; to protect said city from fire; to organize, maintain, and regulate a fire department and fire apparatus; to regulate the construction and the mode of building and the materials used for building or altering buildings within said city, or any part thereof, and the mode of using any building therein and of heating the same, when such regulations seem expedient for the purpose of protecting said city from the damages of fire; to regulate the cleaning of chimneys; to grant permits for the erection, addition to, repair, and enlargement of buildings and the removing of the same, and to prevent the erection, addition to, repair, or enlargement or removing thereof, without such permit; to establish and designate districts of said city within which it shall not be lawful to remove any wooden building except by license of said ~~board of aldermen~~Board of Aldermen; to prohibit the erection or use within said city of buildings which, by reason of their structure or use, are or may become unsafe; to provide for and enforce the disuse, removal, or demolition of such buildings, or of such parts thereof as are or may become unsafe; to provide that before any building shall be erected or altered, the plans and specifications therefor shall be submitted to said building inspector for his approval; to provide that no building shall be erected, repaired, or altered without the approval of the building inspector; to regulate and provide for the convenient and safe egress, in case of fire or other accident, from theaters or other buildings, or buildings designed in whole or in part for public use already erected, or which may be hereafter erected in said city, and to prohibit the use of such buildings as are or may become unsafe by reason of insufficient facilities for egress, or for other cause; to prohibit the carrying of concealed weapons; to regulate the use, keeping, and sale of firearms, explosives, and inflammable materials and dangerous machinery; to make, maintain, and regulate public hydrants, cisterns, wells, pumps, and watering troughs, and to provide the same with water; to protect the same from injury and to prevent any unnecessary waste of water; to protect from injury fire alarm telegraphs in said city and public gas and other lamps therein; to establish building lines in the streets and ways of said city beyond which it shall not be lawful to erect buildings, or other structures; to provide for the laying out, grading, discontinuing, altering, establishing, improving, and maintaining highways, streets, walks, bridges, squares, parks, public grounds, openings for the circulation of air, drains, sewers, gutters, and for the draining, filling up, or raising of low lands; to provide for the assessment of all damages or benefits for any such work or improvement, which shall be a lien upon any estate especially benefited thereby, which lien may be foreclosed at the suit of the city in the same manner as a mortgage upon said estate; to prescribe the forms of proceeding and assessing of damages and benefits in all cases of taking land for public use not especially prescribed in this Act; to make, repair, purify, light, and keep open and safe for public use and travel, and free from obstruction or encroachment, the streets, highways, gutters, sidewalks, and public grounds and places in said city; to regulate the width of all streets, highways, gutters, and sidewalks; to regulate or prohibit all shows, parades, assemblages, processions, and music in said streets or public places; to regulate or prohibit the erection of poles and stringing of wires for telegraph, telephones, electric lights, and for other purposes; to regulate the speed at which animals, carts, bicycles, street cars, or other vehicles shall be ridden or driven in the streets; to regulate or prohibit the running at large of animals in the streets or public places, and to provide for impounding the same; to regulate or prohibit the running at large of dogs in said city, and to provide for

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the restraining or killing of dogs therein; to license and regulate public hacks, carriages, sleighs, carts, and trucks, and the charges for the use thereof; to provide public stands for public conveyances; to regulate or prohibit the excavation or opening of streets, highways, and public grounds for public or private purposes, and the location of any work or thing therein, whether temporary or permanent, upon, over, or under the surface thereof, and the removal of buildings upon or through the same; to regulate the laying of gas pipes, water pipes, and drains for public or private purposes in the streets of the city; to regulate the planting, protection, and removal of trees, plants, and shrubs in the streets and public places of said city; to provide for the fencing of any lands fronting on a public street, wherever and whenever said aldermen shall deem that public safety requires such fencing; to regulate, license, or prohibit the distribution of handbills, the circulating, posting, and exhibiting of bills and advertisements of all kinds, and the peddling or vending of any goods, wares, merchandise, or other articles in and through the streets of said city; to provide for the sprinkling of streets and parts thereof by the city, and for the assessment of the cost thereof against the abutting property owners; to keep the streets and all public places quiet and free from undue noise; to regulate or prohibit the ringing of bells, the blowing of steam whistles, and the crying of goods or other things, or the making of any disturbing noise; to require owners of property to make connections with gas, water, sewer, or other pipes, and underground electric and other wires, inside of their curb lines before permanent improvements in the streets are made; to regulate the use of sidewalks and all structures in, under, or over the same, and to require the owner or occupant of premises to keep the sidewalks in front of the same free from snow, ice, and other obstructions, and prescribe hours for cleaning the same; to regulate or prohibit the throwing or depositing of sweepings, dust, ashes, offal, dirt, garbage, paper, handbills, dirty liquids, or other material in any street or public place; to regulate or prohibit the use of streets, sidewalks, and public places for signs, signposts, awnings, awning-posts, poles, horse-troughs, steps, railings, entrances, racks, posting handbills, and advertisements and display of goods, wares, and merchandise; to regulate the numbering of houses, buildings, and lots; to regulate or change the names of streets and parks; to establish and maintain public parks; to provide for lighting the streets, highways, and other public places in said city, and for the care, protection, and preservation of the public lamps, lamp posts, and fixtures; to authorize the closing of any street, alley, or public place, or part thereof, whenever the public safety may require it; to regulate the width of tires on wheels of vehicles; to provide for the health of the city, and the prevention of the spread of contagious and infectious diseases; to prevent nuisances and summarily to abate the same at the expense of the person maintaining them or otherwise; to provide for the inspection of food and to regulate the selling thereof; to regulate or prohibit the location, use, or removal of sinks, cesspools, sties, drains, sewers, privies, barns, and outhouses, and to compel the removal from any place whatever of all nuisances injurious to or offensive to the public, at the expense of the owner of the premises where such nuisance exists, or otherwise; to regulate or prevent the carting of manure or other offensive matter upon any land in the city, and the storing of any manure or other offensive matter in the city; to regulate, license, or prohibit the erection or use of any building within said city, for the purpose of carrying on therein any kind of business, trade, or manufacture which, in the judgment of said ~~board of aldermen~~Board of Aldermen, shall be prejudicial to public health or safety, or constitute an unreasonable annoyance or injury to those living or owning property in the vicinity; to authorize and require the inspection of gas pipes, water pipes, plumbing, drainage, sewerage, and electrical lines or wires on private property or elsewhere, and to compel them to be repaired or made secure by the owner or occupant; to regulate trade, markets, commerce, and weights and measures; to punish the use of false weights and measures; to license, tax, and regulate branch stores and other concerns established for temporary purposes only; to require bonds from all persons undertaking work of a dangerous character, and to protect the city from any loss by reason of their acts or defaults; to regulate the measuring, inspecting, and manner of selling wood and charcoal, the storing and piling of lumber, and the sale of goods by public auction in said city; to provide for the inspection of produce brought into said city for sale or exportation; to establish quarantine regulations; to regulate the burial and disinterment of the dead, and to protect and preserve burial grounds and the fences, posts, railings, monuments, trees, and shrubbery within and around the same; to preserve the public peace and order; to compel the closing of saloons and other places where spirituous and intoxicating liquors, ale, wine, and lager beer are kept and sold, at such suitable hours during the night season as said ~~board of aldermen~~Board of Aldermen may designate, and at such other times and on such occasions as the public good, in the opinion of said board, may require; to suppress and prevent vice; to regulate, license, or prohibit all sports, exhibitions, public amusements and performances, and billiard and bowling saloons within said city; to suppress gambling, policy playing,

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pool selling, gaming and gaming houses, and places and houses of ill-fame or assignation, or houses kept for immoral purposes; to prohibit the use of and to destroy any instruments and devices of gaming, and to restrain fraudulent practices; to protect from injury or defacement all public buildings and other public property; to regulate or prohibit swimming or bathing in public or exposed places within said city; to establish and maintain or license and regulate public bathing houses; to regulate or prohibit coasting and sliding on the streets and public grounds of said city; to prevent and punish trespassers in gardens, cemeteries, public places, and enclosures; to restrain and punish vagrants and beggars; to prevent cruelty to animals; to regulate the construction and operation of street railroads pursuant to the general laws of the state; to provide a public seal; to authorize a census of the city; to receive gifts, donations, and bequests for public purposes and public trusts, and to agree to and prescribe conditions and terms accompanying the same; to make appropriations for public receptions, parades, concerts, and celebrations ~~to an amount not exceeding one thousand five hundred dollars for any of said purposes, nor two thousand five hundred dollars for all of said purposes, in any one year;~~ to take, occupy, and appropriate for the purposes of sewerage and drainage in said city, at such times and in such manner as the health and convenience of said city may in the judgment of the board require, any and all water courses, natural or artificial, or any portion thereof, within said city; to deepen, clear out, or straighten the same or any portion thereof, for the purposes aforesaid; to establish the bounds thereof within which it shall be unlawful for any person to place a building, part of a building, wall, dam, or obstruction, unless a special license from said ~~board of aldermen~~Board of Aldermen be obtained; to remove all buildings, parts of buildings, walls, earths, stones, dams, rubbish, and obstructions of every kind that may be situated within the bounds of said water courses, to be designated, as aforesaid; to construct sewers or other artificial channels for the flow of said water in said water courses, and to remove all obstructions to the passage of water in said water courses, sewers or channels; ~~to fill vacancies which may occur in any city office, for the unexpired term, not otherwise provided for in this Act;~~ to provide for the manner of warning all city elections, and meetings of the ~~board of aldermen~~Board of Aldermen, and times and places of holding the same; to prescribe forms of oath for all offices of said city; to prescribe the form of bonds to be given by the treasurer and other city officers of whom bonds are required; to prescribe the duties of all officers and employees of said city, not expressly defined by the provisions of this Act; to prescribe the salaries and compensation of all officers and employees of said city not expressly designated by the provisions of this Act, which salaries, so fixed, shall be neither raised nor diminished to take effect during any official term; ~~to provide for the appointment or election of such employees as are not otherwise provided for and as may be required for the proper transaction of the business of the city, and to~~ prescribe their duties and compensation ~~of employees of the city not otherwise provided for;~~ to provide for the removal or expulsion of any officer on account of corruption or malfeasance in office; to regulate the conduct of elections, subject to the provisions of the general election laws of the state, pursuant to which all city elections shall be held; to prevent illegal voting and disorder at city elections; to do all things necessary to make effectual the powers herein and by law conferred upon said city, except as herein otherwise provided; provided, however, that nothing herein contained shall authorize said ~~board of aldermen~~Board of Aldermen to enact any ordinance upon any matter which is or shall hereafter be regulated by any public statute, or the power to regulate which has been or shall be conferred upon any other authority by any public statute.

The ~~board of aldermen~~Board of Aldermen of the City of Ansonia, with the approval of the ~~mayor~~Mayor, may pension any person who has served as city clerk of said city for twenty-five (25) years and who has attained the age of fifty-five (55) years, such pension shall be one-half (½) of the annual salary of said city clerk. Any person receiving such pension shall be ineligible to hold any other salaried position in the government of said city.

The ~~board of aldermen~~Board of Aldermen shall adjust the fiscal year of the City of Ansonia to comply with the uniform fiscal year of the state as prescribed in Chapter 110 of the Connecticut General Statutes, as amended, and the ~~board of aldermen~~Board of Aldermen shall have the power to issue bonds, notes or use any other financial means necessary to change to the above-stated uniform fiscal year. This conversion must be accomplished by 1980.

(Spl. Act 302, 1905; Spl. Act 410, 1955; Spl. Act 193, 1963; Election of 11-2-76)

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**This amendment eliminates a section of the Charter that is no longer applicable, clarifies that the Mayor, as chief executive officer and personnel director, has the responsibility for hiring of employees, and modifies the number of affirmative votes necessary to carry an action.**

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**Sec. 107. Power of ~~board of aldermen~~Board of Aldermen with regard to designation of building lines; building lines generally.**

The ~~board of aldermen~~Board of Aldermen of said city shall have the power to designate a line or lines on the land adjoining any highway or street in said city, between which line and said highway or street no building or part thereof, or any stoop or part thereof, shall be erected or stationed. Any person violating this section shall forfeit and pay, for the use of said city, a fine not exceeding one hundred dollars, to be recovered in an action brought for that purpose before the ~~Superior Court~~city court.<sup>3</sup> All buildings hereafter erected in violation of this section may be removed at the owner's expense, such expense to be a lien on the real estate of the violator.<sup>4</sup>

(Spl. Act 465, 1911.)

This amendment allows the Charter to be in compliance with the General Statutes.

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**Sec. 116. Appeal from order directing an improvement, etc.**

An appeal shall be allowed to any person aggrieved from any order directing an improvement as described in sections 98 and 112, as amended, 113 and 114 of this Act or from any assessment or appraisal of damages and benefits made in consequence thereof, which appeal shall be taken to the ~~Superior Court~~court of common pleas for New Haven County, or, at the election of the appellant, to the court of common pleas for the judicial district of Waterbury, at the next regular return day, or next but one, following the passage of the vote or order appealed from, and said appeal shall be proceeded with by said court in the same manner as in civil actions brought to said court. All such appeals shall be privileged cases and the corporation counsel shall cause such appeals to be heard as speedily as possible. No appeal shall prevent the making of any public improvement during the pending of such an appeal and the city may immediately enter upon, take and hold any real property or interest therein which it determines is necessary for use in connection with the making of said public improvement.

(Spl. Acts 21, 391, 1955.)

This amendment allows the Charter to be in compliance with the General Statutes.

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**Sec. 148. Passage of ordinances; when ordinances effective.**

No ordinance shall be put upon its passage until it shall have been published at least twice in a newspaper published in said city, and no ordinance shall be put upon its passage in the ~~board of~~ Board of Aldermen until it shall have been referred to a suitable committee and reported by such committee, after public hearing; provided, that if ~~ninetwelve~~ sixthree of the members of said board are present, said board may, by unanimous consent, expressed by yea and any vote, pass such measure without such reference, hearing, or publication. In case ~~sixthree~~ sixthree members of said board, who are present, shall so desire, no ordinance shall be passed, amended, or repealed until it shall have lain upon the table for one month after it shall have been reported by the committee. No ordinance shall be of force or effect until it shall have been published at least three times, after its passage, in a daily paper published in said city, nor until one week after its enactment.

(Spl. Act 465, 1911; Spl. Act 193, 1963.)

This amendment amends the number of Board of Aldermen members, given the proposed amendment to Section 5.

**Sec. 149. Town burdens, expenses and duties imposed upon city; town rights, powers and privileges conferred upon city.**

All burdens and all expenses imposed by law upon the Town of Ansonia for the conduct of elections, for the care and support of the poor, ~~and incapable insane, and imbecile~~ persons, and for the construction and maintenance of highways and bridges, for the support of schools and for the construction and maintenance of schoolhouses and other public buildings, for the prosecution of criminal offenses, for the payment of the principal and interest of the town debt, for the payment of state, military commutation, and county taxes, and for all other purposes for which towns now are or hereafter may be liable, shall hereafter be borne by said city, and shall be defrayed out of the treasury of said city; and said city shall hereafter perform all the duties and have and exercise all the rights, powers, and privileges of and relative to said purposes and matters by law conferred upon said town, and all laws of the state imposing such duties, burdens, and expenses, and conferring such rights, powers, and privileges upon said town, are hereby amended so as to be hereafter applicable to and operative upon said city, except as herein otherwise provided.

This amendment allows the Charter to be in compliance with the General Statutes and eliminates a section of the Charter which is no longer applicable.