

Request for Proposal No.	802				
Title	Virtual Net Metering Service				
	Provider				
Date Issued	May 1, 2020				
Issued on behalf of	Office of Operations				
Proposals Due	June 4, 2020 @ 4:00 P.M.				
Submit Responses	Online via ProcureWare at				
	https://stamfordct.procureware.com				
Name saved file as	Proposer Name Response to				
	Stamford RFP No. XXX				
Deadline for questions	10 working days before the due				
	date				
Contact for Technical	Laura Burwick, Project Manager				
Questions/Project Manager	lburwick@stamfordct.gov				
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent				
	elarson@stamfordct.gov				
Pre-Proposal Meeting	N/A				
Mandatory					

### **Introduction**

The City of Stamford, Connecticut Purchasing Department, on behalf of the Office of Operations, is requesting proposals from qualified developers to provide up to 10 MWs AC of virtual net metering offtake opportunities for solar projects in Eversource territory. Individual projects should range between 1 MW AC and 3 MWs AC. Proposers may offer VNM Beneficial Credits to be applied to up to five (5) eligible metered Eversource accounts at City of Stamford owned buildings. The projects should qualify under Connecticut law as municipal virtual net metering facilities. The full scope of work is described in the scope/specifications and drawings appended hereto.

### INTERNET USAGE ACKNOWLEDGEMENT

<u>Caution</u>: The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

- 1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
- 2. The City is not responsible for the confidentiality of information transmitted over the Internet.
- 3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

### RFQ/RFP SUBMISSION REQUIREMENTS

The Purchasing Department requests that you identify clearly your fee proposal sheet(s), as well as your bid bond pages if applicable.

Bids/Proposals must be received by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

The following documents should be returned with your RFQ/RFP:

Contractor's Statement
Non-Collusion Affidavit
City of Stamford State of Connecticut Contractor Verification (in accordance with Public
Act 16-67) Compliance Affidavit (For all school projects)
A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing
you to execute a contract.
Or
A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed
by the Secretary of your firm, authorizing you to execute a contract.
Proposer's Information and Acknowledgement Form
Department of the Treasury Internal Revenue Service Form W-9
Commission on Human Rights and Opportunities Contract Compliance Regulations
Notification to Bidders Form
http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf

The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions if the best interest of the City is served.

### **Issuing Office**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or designee.

### **Inquiries**

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

### **Incurring Cost**

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

### Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

### Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

### **Submission of Proposals**

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

### **Proprietary Information**

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

### **Independent Project Cost Determination and Gratuities**

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

### **Prime Contractor Responsibility**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

### **Availability of Funds**

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

### Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Office of Operations or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

### **Ambiguity in the Request for Proposal (RFP)**

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

### **Ownership Information**

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

### **Negotiated Changes**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

### **Contract Agreement**

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

It is presently anticipated that the term of the Power Purchase Agreement(s) to be negotiated and executed by the Proposer and The City of Stamford will be twenty (20) years, with the option of one (1) five-year contract extension if agreed upon by the parties.

### **Insurance Requirements**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

### **Competition Intended**

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

### Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

### **Notification to Bidders (Rev. 9-1-17)**

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (I) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as"(!) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-1 7 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

### 2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

- (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;
- (e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

### 3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

<u>PLEASE NOTE</u>: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFP/RFO PACKAGE.

### **AGREEMENT**

**THIS AGREEMENT** dated the day of , 2014, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by David R. Martin, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Contractor", acting herein by , duly authorized.

### WITNESSETH

WHEREAS, the City of Stamford solicited Request for Proposals # for ; and,

**WHEREAS**, the Contractor has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- <u>1. SCOPE OF SERVICES.</u> The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal #
  , attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.
- **2. COMPENSATION.** The City shall pay as compensation to the Contractor a fee of
- 3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by

  It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.
- **4. REVIEW OF WORK.** The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.
- <u>5. INDEMNIFICATION.</u> The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property, resulting directly or indirectly from The Contractor's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon

- The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;
- <u>6. ASSIGNMENT.</u> The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City.
- 7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.
- **8. INSURANCE.** The Contractor shall provide and pay for such insurance as is set forth in Exhibit A Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.
- **9. REPRESENTATIONS.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.
- **10. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.
- 11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.
- 12. SUBCONTRACTING. Aside from those subcontractors disclosed in The Contractor's Proposal, attached hereto as Exhibit B, if any, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless The City first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) The Contractor proposes to be used. The Contractor shall provide the City fully executed copies of the City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit(s) for all proposed subcontractors. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Contractor agrees to comply with The City's Code of Ordinances § 103.4;
- 13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at <a href="https://www.municode.com">www.municode.com</a>
- **14. COMPLIANCE WITH CITY CODE PROVISIONS.** The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at <a href="https://www.municode.com">www.municode.com</a>

#### 15. TERMINATION.

A. TERMINATION FOR CAUSE. If, through any cause, The Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Contractor pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Contractor's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Contractor fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Contractor shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Contractor and The City may withhold any payment to The Contractor for the purposes of setoff until such time as the exact amount of damages due The City from The Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

### 16. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims")

through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by The City, The Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

- E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 17. GOVERNING LAWS & VENUE. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereto hereby waive any choice of law provisions contained therein. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut;
- 18. GIFTS. During the term of this Agreement, including any extensions, The Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Contractor shall include its members, officers, directors, employees, and owners of more than 5% equity in The Contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated; and
- 19. CODE OF ETHICS. The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a contractor to The City to derive any interest(s) or benefit(s) from other individuals or organizations.
- **20. RIGHT TO WORK.** The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the work for the City and that the City may enter into similar agreements with other Contractors for the same work at the City's sole discretion.
- **21. SET-OFF OF PROPERTY TAXES OWED TO THE CITY.** Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant/Contractor hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant/Contractor pursuant to this Agreement if any taxes levied by the City against any property, both real and personal, owned by the Consultant/Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant/Contractor pursuant to this section shall be applied to the Consultant's/Contractor's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding

Remainder of Page Intentionally Left Blank.

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

	CITY OF STAMFORD
Witness Print:	By David R. Martin, Mayor
	Date:
	THE CONTRACTOR
Witness Print:	By Date:
Approved as to Form:	Approved as to Insurance:
Chris Dellaselva Asst. Corp. Counsel	David S. Villalva Risk Manager

### Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

- The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
- Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: Alloo Renewable Energy Limited	
By:	
Print Name: Thomas Melone	
Title: President	
ACKNOWLEDGMENT	
STATE OF New York	
COUNTY OF NEW YORK. SS	
Date: June 2, 2020.	
Personally appeared THOMS MEANT, as PRESIDENT of the above named firm, and attested that the foregoing statements are true and accurate to best of his/her knowledge and belief.	the
Signature of Notary Public	-24
My Commission Expires: Jept 19, 2  EFFECTIVE: 2/24/09	D Z/
JOSEPHINE KASUTO  Notary Public – State of New York NO 01KA6133438 Qualified in Queens County Certificate filed in New York County My Commission Expires Sep 19, 2021	
Attento / E	

## <u>City of Stamford</u> State of Connecticut Contractor Verification (in accordance with Public Act 16-67)

### **Compliance Affidavit**

I, the undersigned, personally and on behalf of Allco Renewable Energy Limited, having (Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best or my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-802 Further, if I or said Contractor (RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: Allco Renewable Energy Limited
Street Address: 1740 Broadway, 15th Floor
City, State, Zip: New York, NY 10019
Title of person completing this form: President
Signature:
Printed Name: Thomas Melone
Date: 62,20
ACKNOWLEDGMENT .
STATE OF NEW YORK
COUNTY OF New Year ss.
Date: June 2, 2020
Personally appeared Tho was Melesse, as Prescoent of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.
Signature of Notary Public
My Commission Expires: Spt 19, 2021
JOSEPHINE KASUTO  Notary Public – State of New York  NO 01KA6133438  Quairfied in Queens County  Ceroficate filed in New York County  My Commission Express Sep 19 2021

# CERTIFICATE OF CORPORATE RESOLUTION RFQ/RFP

I, Thomas Melone	, SECRETARY OF Allco Renewal	le Energy Limited	
	TING UNDER THE LAWS OF THE STA		
HEREBY CERTIFY THA	AT THE FOLLOWING IS A TRUE COPY	OF CERTAIN RE	SOLUTIONS
ADOPTED BY THE BOA	ARD OF DIRECTORS OF SAID COMPA	NY, AT A MEETI	NG THEREOF
DULY CALLED AND H	ELD ON THEDAY OF	•	, 20 20 .
	THE President		
OF THE CORPORAT	ION BE AND IS HEREBY AUTHORIZE	ED TO SIGN	
A CONTRACT WITH	H THE CITY OF STAMFORD, CONNEC	TICUT FOR	
Virtual Net Metering Serv	vice Provider	, RFP/RFQ No. <u>80</u>	<u>"</u> .
I, FURTHER CERTIFY T	THAT,Thomas Melone		_ IS THE DULY
ELECTED President	OF Allco Renewable E	nergy Limited	
AND THE FOREGOING	RESOLUTION HAS NOT BEEN MODI	FIED OR REPEALI	ED AND IS
IN FULL FORCE AND E	EFFECT.		
	F, I HAVE, HEREUNTO, SUBSCRIBED		
THE SEAL OF SAID CO	RPORATION THEDAY OF _	Tune	, 20 <u>20</u> .
	Q.		

## CERTIFICATION AS TO CONTRACT SIGNATORY

# For Limited Liability Companies (LLCs) (Effective 9/1/2011)

I,		a	of		
(1	name of member or manager)	(Memb	per or Manager)		(name of LLC)
	, a limited liability company org inafter the "Company"), hereby			ws of the	e State of Connecticut
1.	that	is ru	n by		
	(name of LLC)		(Me	embers o	r Managers)
2.	that (name of contact signate	is a _		of	
	(name of contact signate	ory)	(Member/Manager	:)	(name of LLC)
	and				
3.	that as such				_is not prohibited from or
	limited by the articles of organ	_	who is contract sign n binding the LLC.	iatory)	
IN V	VITNESS HEREOF, the under	signed has a	affixes his/her signat	ure this _	day of
		, 20			
`	C Seal)				
(Circ	le this L.S. if there is no seal)			oonotom:	(name of Capratage)
			50	ceretary	(name of Secretary)

## PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

RFP No: 802			
Date: June 3, 2020			
Proposer's Name: Allco Renewable Energy	Limited		
Street Address: 1740 Broadway, 15th Floor	r		
New York	NY	10019	
City	State	Zip	
Business Telephone: (212) 681-1120			
Email: Thomas.melone@allcous.com			
DUNS Number:	Tax I	d. No.: 20-8101518	
Indicate (Yes/No) if company submitting	this proposal is	:	
MBE (If yes, attach relevant certification)	WBE	No	_DBE
(If yes, attach relevant certification)			
Signature:		Date: 6/2/20	
Printed Name: Thomas Melone			
Title: President			
Addenda Acknowledgement – check and	note date of ad	dendum	
☐ Addenda No. 1	☐ Addend		
☐ Addenda No. 3	☐ Addend	la No. 4	
☐ Addenda No. 5	☐ Addend	la No. 6	
☐ Addenda No. 7	☐ Addend	a No. 8	
☐ Addenda No. 9	☐ Addend	a No. 10	
☐ Addenda No. 11	☐ Addend	a No. 12	

### **Contractor's Statement**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following: If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members: Allco Renewable Energy Limited If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% if the common or preferred stock of said holding company. Thomas Melone, President (Sole Member of Allco Renewable Energy Limited) The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford. None Thomas Melone Name of Bidder/Proposer:\_\_ Signature of Bidder/Proposer: Title: President Company Name: Allco Renewable Energy Limited Address: 1740 Broadway, 15th Floor, New York, NY 10019 Indicate if company submitting this proposal is: \_\_\_\_\_MBE \_\_\_\_WBE \_\_\_\_DBE

# Form W-9 (Rev. October 2018)

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  Allco Renewable Energy Limited								
	2 Business name/disregarded entity name, if different from above								
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.  □ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
e.	single-member LLC	Exem	Exempt payee code (if any)						
ફ	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) ▶							
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the o another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its owner.	wner of the l le-member L	LLC is	code	nption e (if an		ATCA r	eporti	ng
ecif.	Other (see instructions)			(Applie	s to acce	unts maii	itained out	side the	U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. 1740 Broadway, 15th Floor	Requester's	name	and ad	dress	(option	al)		
•	6 City, state, and ZIP code New York, NY 10019								
	7 List account number(s) here (optional)								
Pa	t I Taxpayer Identification Number (TIN)								
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	J.Q.	cial s	ecurity	numb	er			
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>								
TIN, I		or		er identi	61 a a bi a		<b></b>		
	If the account is in more than one name, see the instructions for line 1. Also see What Name appear To Give the Requester for guidelines on whose number to enter.	and Er	ripioye	er identi	licauc	n num	Der	<del>- 7</del> -	=
		2	0	- 8	1	0 1	5	1 8	8
Par									
	r penalties of perjury, I certify that:								
2. I ar Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and	I have not	been	notified	by ti	ne Inte			
3. I ar	n a U.S. citizen or other U.S. person (defined below); and								
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct							
you hacqui	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax retum. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual retire than interest and dividends, you are not required to sign the certification, but you must provide you	does not ap ement arran	oply. F geme	or mor	gage and	intere: genera	st paid, Ily, pay	/men	ts
Sign Here		oate► Jur	ne 2,	2020					

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

### COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with <u>Sections 46a-68-1 to 46a-68-17</u> of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

#### INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68j-23</u> of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

### 1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING AND control the major functions of an organization through MAINTENANCE: This category includes occupations subordinates who are at the managerial or supervisory level. involving landscaping, housekeeping, and janitorial They make policy decisions and set objectives for the services. Job titles found in this category include company or departments. They are not usually directly supervisors of landscaping or housekeeping, janitors, involved in production or providing services. Examples maids, grounds maintenance workers, and pest control include top executives, public relations managers, managers of operations specialties (such as financial, CONSTRUCTION AND human resources, or purchasing managers), and construction category includes construction trades and related and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** occupations include managers and professionals who work laborers, electricians, plumbers (and related trades), with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, painters. Paving, surfacing, and tamping equipment credit, and financial analysts.

act or process of buying and selling products and/or this category. First line supervisors, foremen, and helpers services such as sales engineer, retail sales workers and in these trades are also grouped in this category. sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs operators: refuse and recyclable material collectors; and involve the preparing, transcribing, and preserving of written miscellaneous material moving workers. communications and records; collecting accounts; gathering PRODUCTION WORKERS: The job titles included in and distributing information; operating office machines and electronic data processing equipment; and distributing mail Job titles listed in this category include telephone operators. bill and account collectors, customer service representatives dispatchers. secretaries and administrative assistants computer operators and clerks (such as payroll, shipping stock, mail and file).

workers.

**EXTRACTION:** occupations. Job titles found in this category include These boilermakers, masons (all types), carpenters, construction roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and operators; drywall and ceiling tile installers; and carpet, MARKETING AND SALES: Occupations related to the floor and tile installers and finishers are also included in

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station

this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

<u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART 1 – Bidder Information

Company Name:	Bidder Federal Employer
Street Address:	Identification Number:
City & State:	Or
Chief Executive:	Social Security Number:
Major Business Activity:	Bidder Identification
(brief description)	(response optional/definitions on page 1)
	-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No
Bidder Parent Company:	
(If any)	
Other Locations in CT:	
(If any)	

### PART II - Bidder Nondiscrimination Policies and Procedure

PART II - Bidder Nondiscrimination Policies and Procedures	
1. Does your company have a written Affirmative	7. Do all of your company contracts and purchase orders contain
Action/Equal Employment Opportunity statement posted on	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards?	4a-60a Conn. Gen. Stat.?
Yes No	Yes No
2. Does your company have the state-mandated sexual	8. Do you, upon request, provide reasonable accommodation
harassment prevention in the workplace policy posted on	to employees, or applicants for employment, who have
company bulletin boards?	physical or mental disability?
Yes No	Yes No
3. Do you notify all recruitment sources in writing of your	9. Does your company have a mandatory retirement age for all
company's Affirmative Action/Equal Employment Opportunity	employees?
employment policy? Yes No	Yes No
4. Do your company advertisements contain a written statement	10. If your company has 50 or more employees, have you provided at
that you are an Affirmative Action/Equal Opportunity Employer?	least two (2) hours of sexual harassment training to all of your
Yes No	supervisors? Yes No N/A
5. Do you notify the Ct. State Employment Service of all	11. If your company has apprenticeship programs, do they meet the
employment openings with your company?	Affirmative Action/Equal Employment Opportunity requirements of
Yes No	the apprenticeship standards of the Ct. Dept. of Labor?
	Yes No N/A
6. Does your company have a collective bargaining	12. Does your company have a written affirmative action Plan?
agreement with workers?	Yes No
Yes No	If no, please explain.
6a. If yes, do the collective bargaining agreements contain	in its, preuse empreum
non-discrimination clauses covering all workers? Yes No	
	13. Is there a person in your company who is responsible for equal
6b. Have you notified each union in writing of your	employment opportunity? Yes No
commitments under the nondiscrimination requirements	If yes, give name and phone number:
of contracts with the state of CT?	11 yes, give name and phone number.
Yes No	

- 1. Will the work of this contract include subcontractors or suppliers? Yes No
  - 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

PARTIV - Bidder E		<u>Inform</u> ati	on		Date	<u>:</u>					
JOB CATEGORY*	OVERALL TOTALS	WHITE (i Hispanic o			(not of Hispanic rigin)	HISPANIC		PA	IAN or CIFIC ANDER	AMERICAN ALASKAN	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
	FORM	IAL ON THE J	OB TRAINEES (	ENTER FIGUE	RES FOR THE SA	ME CATEGO	ORIES AS AI	RE SHOWN A	BOVE)		
Apprentices											
Trainees											

<sup>\*</sup>NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Prac	(Page 5)		
Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)	Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE YES NO % of applicants provided by source			
State Employment Service	Work Experience		
Private Employment Agencies	Ability to Speak or Write English		
Schools and Colleges	Written Tests		
Newspaper Advertisement	High School Diploma		
Walk Ins	College Degree		
Present Employees	Union Membership		
Labor Organizations	Personal Recommendation		
Minority/Community Organizations	Height or Weight		
Others (please identify)	Car Ownership		
	Arrest Record		
	Wage Garnishments		

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)

(Date Signed)

(Telephone)

(Signature) Marphrotette	(Title)	(Date Signed)	(Telephone)
/			

### **Scope of Services**

As part of a comprehensive effort to reduce energy costs for its facilities, the City of Stamford, Connecticut, hereafter the "City," is seeking to establish a contract for the procurement of the City's electricity and natural gas supply agreements, as needed, by the City. Electricity and natural gas agreements include all major City facilities (see Appendices 1 and 2). Accordingly, the City is inviting qualified Energy Procurement Service Providers (EPSP) to submit a response to this Request for Proposals.

Each response shall include a completed **Information Request** included as Attachment A to this RFP. Information Requests should be concise but comprehensive and not include promotional material. Information Requests should adhere to the format in Attachment A.

### **Proposal Selection Criteria**

- Company background and experience with projects of a similar type and scope
- Project readiness, such as site/interconnectivity, status of ZREC/LREC awards, and all other elements necessary to ensure a successful project
- Knowledge of market and Eversource requirements
- References
- Projected savings to the City of Stamford
- Pricing

A Selection Committee will evaluate all responses to the RFPs. Each response to the RFP will be evaluated based on the information submitted. Vendors may be asked to present their proposals to the Selection Committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made. The City reserves the right to make split awards to multiple vendors.

The City of Stamford reserves the right to reject any and/or all proposals submitted, and to request information from any vendor. The City of Stamford intends to select the vendor(s) that, in its opinion, best meet the City's needs, not necessarily the vendor(s) that propose the lowest fees.

### CITY OF STAMFORD

### Request for Proposal Virtual Net Metering (VNM) Offtake Availability

The City of Stamford is seeking from developers' proposals for virtual net metering offtake opportunities for solar projects in Eversource territory between 1 MW AC and 3 MWs AC that qualify under Connecticut law as municipal virtual net metering facilities.

**Background:** The City of Stamford (the "City") has developed several alternative energy projects, some of which have included solar projects on existing government buildings. However, many of the buildings are not suitable for solar installations and the City is seeking available VNM projects to offset its electrical costs. The City is looking to pursue up to 10 MWs AC of solar facilities to offset its electricity bills. The City does not have any sites within its jurisdiction to locate the solar facility. While environmental factors are important for the City, the goal of the City with this RFP is to reduce and hedge its substantial electrical costs.

**Scope of Response:** The primary response must be presented using the two-page executive summary attached hereto. Respondents should prepare a separate summary for each solar facility it would like the City to consider. Respondents are free to, and are encouraged to, add additional background material on their firm or project that would assist the City in selecting the best potential project. The respondent should also include a draft power purchase agreement that the City would be expected to negotiate and sign in connection with the transaction.

The City may accept multiple offers, one offer or no offers in connection with this RFP. The City is specifically looking for solar projects that have (i) a site identified that is controlled by the respondent, (ii) permitting completed for the construction of the solar facility, (iii) interconnection applications completed and (iv) obtained ZREC/LREC awards for the project. Offers can range in size from 1 MW AC to 3 MWs AC with a preference for projects that are 1 MW AC or 2 MWs AC so that the City has greater flexibility with its beneficial accounts under the VNM program. All applicants must work with the City to prepare and file VNM applications with Eversource and comply with any requirements mandated by the State of Connecticut and/or Eversource as a result of this program.

The City recently applied to Eversource for 8 MWs AC under the current VNM program. The application is non-binding and the City can withdraw its current application. After receiving submissions for this RFP, the City will either (1) submit applications for additional facilities, (2) withdraw its current applications and enter into new applications with new sites, (3) keep its current applications without any additional applications, or (4) withdraw some or all of its applications. Pricing, feasibility and terms of the submitted proposals will determine the direction the City will take.

### INSTRUCTIONS TO PROPOSERS

- 1. The City reserves the right to accept or reject any or all options, bids or proposals; to terminate this RFP; to waive any technicality in any proposal, or part thereof, and to accept any proposal deemed to be in the best interest of the City.
- 2. An authorized person representing the legal entity of the proposer must sign the proposal form.
- 3. All proposed agreements and arrangements proposed must be capable of being implemented under the laws and regulations of the State of Connecticut.
- 4. Each proposer is responsible for having read and understood this RFP and any addenda issued by the City. A proposer's failure to have reviewed the information in this RFP or any addenda shall in no way relieve it from any aspect of its proposal or the obligations related thereto.
- 5. By submitting a proposal, each proposer is deemed to be familiar with and is required to comply with all Federal, State and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described therein.

### Attachment A – Information Request

## Please provide the following information in writing or in the Executive Summary that follows.

### **Company Background:**

- 1. Provide a general overview of your firm's overall services and experience in VNM projects. Include information on company history, number of years in business, ownership, financial condition, number of VNM projects, experience in building solar facilities on vacant land parcels and staffing.
- 2. Describe any relationships or alignments with any specific energy providers.

### **Ability to Deliver Services:**

- 1. Describe the site for the project, the permits you've received, the status of the interconnection agreements, ZREC and LREC awards for the site.
- 2. What is your level of experience with this type of project?
- 3. Do you have the financing in place to complete the project? Who is providing the financing?
- 4. Have you completed prior projects on time and within budget?
- 5. Describe your standard reporting programs and any specific reporting applicable to satisfying the Eversource requirements.

### **Knowledge of Solar Markets:**

- 1. Provide an overview of the current energy market across the U.S. and complexities managing and contracting with the various energy providers across the region.
- 2. Provide your firm's perspective relative to any anticipated regulatory, legislative or market changes over the next several years.

#### **References:**

1. Provide references for three customers with whom you have provided similar services for at least the past three years. At least one reference should be a Connecticut customer, within Eversource territory, and one reference should be a public entity. Referenced customers should be of similar size and scope to this RFP. References shall include name of contact, title, name of firm or entity served, address, email address, phone number, and summary of services provided.

## CITY OF STAMFORD INSURANCE REQUIREMENTS

### **Virtual Net Metering Service Provider**

The Vendor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

- 1. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Such coverage shall include the following:
  - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
  - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Vendor and the City of Stamford.
  - (c) Personal Injury and advertising liability.
  - (d) Broad form property damage coverage and operations liability.
  - (e) The City of Stamford, and its employees, agents and officers designated as additional insureds.
  - (f) Policy shall be underwritten on an occurrence basis.
- 2. If services provided include the delivery, installation, and/or maintenance of equipment or supplies, the following additional insurance will be required:
  - (a) Standard workers' compensation, which complies with all state statutes and regulations.
  - (b) Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease-each employee.
  - (c) Commercial automobile liability insurance with a minimum limit of liability of \$1,000,000 per accident; coverage for all owned, non-owned and hired vehicles; City of Stamford, and its employees, agents and officers designated as additional insured.
- 3. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Vendor and the City of Stamford or the date the Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Vendor and the City of Stamford or conclusion of the services rendered by the successful Vendor, whichever is later.
- 4. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford, and its employees, agents and officers. The Vendor shall waive any right of

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City of Stamford 888 Washington Boulevard					CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.						
Stamford, CT 06904											

# ALLCO RENEWABLE ENERGY LIMITED'S VIRTUAL NET METERING SERVICE PROVIDER PROPOSAL



### IN RESPONSE TO CITY OF STAMFORD'S REQUEST FOR PROPOSAL NO. 802 FOR VIRTUAL NET METERING SERVICE PROVIDER



Submitted June 4, 2020

### **Executive Summary**

In response to the City of Stamford's Request for Proposal No. 802 for Virtual Net Metering ("VNM") Service Provider, Allco Renewable Energy Limited ("Allco") is pleased to offer the enclosed proposal for Solar Power Service Agreements ("SPSA") for six (6) ground-mounted solar photovoltaic facilities totaling seven and 99/100 (7.99) megawatts ("MW") AC of capacity.

If this proposal is selected by the City of Stamford, Allco anticipates developing the Projects under both Eversource's LREC/ZREC Program and its VNM Program. While Allco currently has LREC and ZREC contracts for each of the Projects being offered under this proposal, the performance under the Solar Power Service Agreements would be contingent upon the State expanding the VNM program and Eversource awarding VNM Services Agreements to the City of Stamford. While we expect the Connecticut General Assembly to hold a special session later this summer, there is uncertainty as to what matters will be considered.

Regardless of whether the State of Connecticut expands the VNM budget in 2020, Allco expects to move forward with at least the construction of three (3) of the six (6) projects being proposed, which will total four (4) MWs. This means that if the VNM bill is not expanded until 2021, the City of Stamford would have the opportunity to start immediately receiving VNM credits from half of the projects being offered once they receive VNM services agreements from Eversource rather than waiting potentially another 1-2 years after executing those agreements. The remaining three (3) projects, making up the balance of the seven and 99/100 (7.99) MWs, would be constructed no later than once the City of Stamford had entered into VNM services agreements with Eversource.

Allco and its affiliates have successfully procured, installed and currently operate solar generating facilities totaling over 61 MWs throughout the country, including projects currently participating in the VNM and LREC/ZREC programs in Connecticut. Allco and its affiliate's municipal customers under the VNM program include the Town of Westport, the Town of Newtown, the Town of Westbrook, the Town of Plainville, the Town of Weston, the Town of Fairfield and South Norwalk Electric and Water. In addition, Allco's utility customers throughout the U.S. include Xcel Energy, Northern Indiana Public Service Company, Georgia Power, Southern California Edison and Pacific Gas & Electric, Los Angeles Department of Water and Power, Green Mountain Power as well as municipal customers in Massachusetts which include the City of Northampton, the City of Haverhill and the Town of Sutton.

In connection with this proposal, Allco is offering 100% of the net metering credits eligible to participate in the VNM program from (i) the Barrow Solar project (2 MW) located in the Town of Somers, (ii) the Dayton Solar project (999 kWs) located in the Town of Plainfield, (iii) the McHenry Solar project (1 MW) located in the Town of Hampton, (iv) the Pepaug Solar project (1 MW) located in the Town of Griswold, (v) the Pequabu Solar project (2 MW) located in the Town of Griswold and (vi) the Washington Solar project (1 MW) located in the Town of Hampton. Allco's affiliate, PLH Vineyard Sky LLC ("PLH") owns 100% of the underlying real estate for each of these projects, so there are no third-party lease agreements or contingent purchase agreements that have contingent closings. All six (6) projects have accompanying LREC/ZREC contracts, each project has either gone through a system impact study with Eversource or has an interconnection agreement in place and five (5) of the six (6) projects have

received approval from the Siting Council under a Petition for Declaratory Ruling, an approved Development Management Plan from the Siting Council and a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP"). Dayton Solar is applying for its permits through the Town of Plainfield rather than the Siting Council since the project size is under 1 MW. Dayton received an access variance from the Town of Plainfield on June 2<sup>nd</sup> and still requires a special use permit, site plan approval and inland wetland commission approval. These permits are expected to be approved and in place by the end of August this year.

The development status of the solar projects being offered by Allco under this proposal translates to a very high degree of certainty that each of the projects will not only be constructed, but will be constructed under a very quick timeline. If Allco and the City of Stamford are able to enter into SPSA's for each of these projects in a timely manner, Allco expects that all of the projects will be operational between December of 2020 and May of 2021. In addition, because each of the projects are shovel ready or near shovel ready and all of the costs have been identified, there will be no risk of any changes to the kWh rate(s) being offered in this proposal.

Allco's extensive experience developing projects under both the VNM program and the LREC/ZREC program will also provide the following benefits to the City of Stamford:

- A good working relationship with the Eversource's Virtual Net Metering Group will ensure that all paperwork and forms are filed in a timely manner to avoid missing deadlines and will ensure VNM credits start flowing into the City's accounts as soon as possible after the projects achieve commercial operation.
- A firm understanding of all permits required for the project and the importance of complying with DEEP's General Permit requirements (violations can lead to extensive delays).
- Knowledge of the required interconnection process with Eversource, from designing the medium voltage elements of the project to scheduling and passing witness tests required to obtain a permission to operate.
- Knowledge of the actual costs to construct a similar sized solar facility in each of the locations where these projects are to be constructed. In all cases, the projects proposed under this RFP are expansions of existing project sites so much of the civil site work, including tree clearing, has already been completed.
- Knowledge that the energy production forecasts for each of the proposed solar facilities have already been certified by a 3<sup>rd</sup> party engineer. This means that we have an extremely high degree of certainty what each of these projects are expected to produce in terms of kWh on an annual basis at each site. This certainty makes these projects both financeable and the rates offered under this proposal firm.

We feel that our extensive experience with developing and constructing solar projects under Connecticut's VNM Program, our proven track record with delivering net metering credits to numerous Town's throughout the State of Connecticut and the shovel ready nature of these projects will allow us to complete the projects on a timely basis, eliminate potential cost increases that could result in changes to the PPA/SPSA rate and establish a successful long-term relationship with the City of Stamford.

## CITY OF STAMFORD VNM SOLAR PROJECT OFFERING

1.	Name of Offering Firm: Allco Renewable Energy Limited
2.	Address: 1740 Broadway, 15 <sup>th</sup> Floor, New York, NY 10019
3.	Contact Person: Chris Little
4.	<b>Telephone Number:</b> (612) 237-1105
5.	E-mail Address: chris.little@ecosrenewable.com
6.	Name of Solar Project(s): Barrow Solar, Dayton Solar, McHenry Solar, Pepaug Solar, Pequabu Solar and Washington Solar
7.	Address of Solar Project: See Attachment A for detailed information about each project
8.	Type of Installation: Ground mounted solar PV
9.	Is Solar Project in Eversource CT Territory: [ X ] Yes [ ] No
10.	Has Site Control for the Solar project been obtained: [ X ] Yes [ ] No

11. Give a summary of all anticipated approvals that will be required for the proposed projects:

For all projects except Dayton, each requires Siting Council approval of Petition for Declaratory Ruling, Development Management Plan to be approved by Siting Council, General Permit from DEEP and building/electrical permits from each respective Town. Dayton Solar's permit applications are at the local level and the project still requires a special use permit, site plan approval and inland wetland commission approval.

12. Has permitting for the Solar Project been completed: [X] Yes [] No [X] Pending. If Permitting is pending, please provide details on the status of the permitting.

Barrow, McHenry, Pepaug, Pequabu and Washington have all received approval by the Connecticut Siting Council under a Petition for Declaratory Ruling. Development management plans have also been approved by the Siting Council for Barrow, McHenry, Pepaug and are partially approved for Pequabu and Washington. Each project also has a General Permit from DEEP. Dayton Solar has not yet received its special use permit, site plan approval and inland wetland commission approval from the Town of Plainfield (a Siting Council approval is not required due to the project size being under 1 MW),

however, these approvals are all expected to be in place by the end of August. Each project will still be required to obtain building and electrical permits before beginning construction, however, these are ministerial permits that can be obtained within a matter of a 1-2 weeks.

- 13. Has Interconnection for the Solar Project been filed: [X] Yes [] No
- 14. Has the interconnection agreement been finalized: [X] Yes [] No [X] Pending. If the Interconnection has not been finalized, please provide a status report on the interconnection status.

System impact studies have been completed for each of the 6 projects and the interconnection and upgrade costs have been determined by Eversource. All interconnection agreements are expected to be executed by mid-summer for each of the projects. We do have draft agreements under review for Barrow, Pepaug and McHenry. The interconnection and upgrade costs with Eversource for each project have been finalized and taken into account into the virtual net metering credit prices offered in this proposal.

15. Has ZRECs/LRECs for the Solar project been obtained: [ X ] Yes [ ] No. If Yes, please provide the price/kWh for the LRECs/ZRECs

Allco would be happy to provide these prices to the City of Stamford so long as they are subject to a non-disclosure agreement. The REC contract prices for each project have been factored into the virtual net metering credit prices offered in this proposal.

- 16. Overall Project Size: Total of 7,999 kW AC; Barrow Solar: 2 MW AC, Dayton Solar: 999 kW AC, McHenry Solar: 1 MW AC, Pepaug Solar: 1 MW AC, Pequabu Solar: 2 MW AC, Washington Solar: 2 MW AC
- 17. Overall Project Size Available to Stamford: 7,999 kW AC
- 18. Estimated Annual Production for the Solar Project amount available to Stamford: 13,842,900 kWh per annum. Please attach PV Watts or similar report detailing the production for the Solar Facilities.

Each facilities size and output can be adjusted slightly up or down to meet the City's aggregate need and specific beneficial accounts for the net metering credits. The facilities are being designed with the following individual year 1 outputs:

Barrow Solar: 3,462,100 kWh
Dayton: 1,711,800 kWh
McHenry: 1,725,900 kWh
Pepaug: 1,739,100 kWh

• Pequabu: 3,478,100

• Washington: 1,725,900 kWh

Please see the PVSyst reports for each facility attached as Attachment B.

19. PPA Price for Stamford: 9 cents/kWh. Escalator at 0 % /annum.

Allco is offering two pricing options to the City of Stamford. The first is a floating rate option which would be a discount of 25% off of the VNM credit rate received by the City on their beneficial accounts each month, with no floor price, if Allco is selected for all 7.99MWs. The floating rate option is the only option that guarantees that Stamford will always realize a substantial savings regardless of the direction of future energy prices. This floating rate option eliminates any risk that the VNM credit rate drops below a fixed price option (i.e. 9 cents per kWh) in any given year. The second pricing option is a fixed rate price over the term of a 20 year contract. Under the fixed rate, Allco is also willing to offer a fixed rate price under the following tiers of projects selected from this proposal: Tier 1: If we are awarded 1-4 MWs AC of contracts under this RFP, the price will be \$0.09 per kWh with no escalator. Tier 2: if 5 to 6 MWs of contracts are awarded, the price will be \$0.089 per kWh fixed with no escalator. Tier 3: if 7 or 8 MWs of contracts are awarded to us, the price will be \$0.088 per kWh fixed with no escalator.

- 20. Is the PPA Price Firm: [X] Yes [] No. If no, please provide details on what factors will change the price (i.e. interconnection costs), your interconnection costs assumptions and what the price will change per \$100,000 of additional expense: N/A
- 21. Please attach a pricing spreadsheet, in excel, detailing the pricing, solar output, costs to and annual savings for the City of Stamford.

Allco cannot guarantee a cost savings if the City of Stamford chooses the fixed rate option because the VNM credit rates change every 6 months. We cannot predict whether the VNM credit prices will increase or decrease over the next 20 years. Allco can, however, guarantee a cost savings if the City of Stamford elects to choose a floating rate price offered under section 19 of this proposal. Under the floating rate, there would be no floor price so the savings to the city on their electricity bills would be 25% of the VNM credit regardless of what the credit price is.

Notwithstanding the foregoing, we have prepared an analysis under 6 different fixed price and floating price scenarios on a per MW basis, which are attached to this proposal as Attachment C. These savings (or loss) scenarios are not meant to be a guarantee or representation of what the savings (or loss) would be, but to rather show the City what the potential savings or loss would be under each scenario. These are not necessarily meant to be real life scenarios, but rather a sensitivity analysis of how the savings or losses could be impacted by increases or decreases to the VNM Credit price.

- Scenario 1 assumes the City selects the fixed rate option at 9 cents per year (and this can be adjusted if the City selects Tier 1 or Tier 2) and assumes that the VNM credit rate would be the current published rate (for January through June 2020) which is 15.676 cents with no assumed escalator. The total cost savings to the City under this scenario would be \$1,291,734 per MW over 20 years.
- Scenario 2 assumes the City selects the floating rate option and assumes that the VNM credit rate would be the current published rate (for January through June 2020), which is 15.767 cents. The total cost savings to the City under this scenario would be \$1,060,682 per MW over 20 years. If all 7.99 MWs are awarded, this would translate into 7.99 times the savings.
- Scenario 3 assumes the City selects the fixed rate option at 9 cents and also assumes that the VNM credit rate would be 20 cents fixed for 20 years. While this is not a realistic scenario since the VNM credit wouldn't be 20 cents in year 1, it's just meant to demonstrate what the savings would be at this rate. The savings under this scenario would be \$2,717,210 per MW over 20 years. If all 7.99 MWs are awarded, this would translate into 7.99 times the savings.
- Scenario 4 assumes the City selects the floating rate option and assumes that the VNM credit rate would be 20 cents fixed for 20 years. Again, while not realistic, this is just to demonstrate cost savings at this rate. The total cost savings under this scenario would be \$1,421,051 per MW. If all 7.99 MWs are awarded, this would translate into 7.99 times the savings.
- Scenarios 5 and 6 are meant to demonstrate what could happen in the event the VNM rates dropped significantly over the next 20 years and what the savings or loss would be under the fixed or floating rate scenarios. These two scenarios assume that the VNM rate is 7 cents fixed over a 20-year period. While we don't think it's realistic to assume that rates would drop to a 7-cent level, we just want to demonstrate how the floating rate could mitigate the risk of loss to the City in the event of an unforeseen drop in the VNM credit prices. Assuming a 7-cent fixed VNM credit rate, the loss under a fixed rate PPA of 9 cents would be -\$1,568,450, whereas the savings under the floating rate would be \$307,680 per MW. If all 7.99 MWs are awarded, this would translate into 7.99 times the savings.

We would be happy to provide the City a copy of the spreadsheet used to create these scenarios so that you can enter your own assumptions to help you make a decision as to whether you want to go with a fixed or floating rate. The fixed rate options certainly present higher potential cost savings, however, the floating rate eliminates the risk of any losses under the program.

# 22. Description of the equipment deployed, including manufacturer, warranty power capacity (DCkWy) measured at the inverters input.

Ground mounted racking equipment will be manufactured by either RBI Solar, APA Alternatives or Terrasmart. Racking and modules will generally carry a 20-25 year warranty whereas inverters typically carry a 5-10 year warranty.

- a. Expected Model of Panel: Hanwha 420W and Trina 330-400W or similar
- b. Model of Inverter: Kaco (Siemens) Blueplanet 125 kW or similar
- 23. Power capacity (AC kW) measured at the electrical connection point: 7.99 MW AC total. Barrow Solar: 2 MW AC, Dayton Solar: 999 kW AC, McHenry Solar: 1 MW AC, Pepaug Solar: 1 MW AC, Pequabu Solar: 2 MW AC, Washington Solar: 2 MW AC
- 24. **Total System Efficiency:** This will depend on final equipment selection and design, but generally the inverters, including uptime are in the 97% to 98% efficiency range.
- 25. Annual expected minimum output AC kWh production with a description of the estimation methodology used. This must be consistent with values provided in the price proposal.

The minimum output would generally be around 95% of the expected Year 1 output of 13,842,900 kWh per year or 13,150,755 for all 8 MWs, degrading by 0.5% each year thereafter. Allco is willing to work with Stamford to design the projects accordingly to meet the City's needs and to match up the beneficial accounts as closely as possible with a buffer for each project. The project output for each project was modeled using SolarAnywhere satellite data and PVSyst, which is the industry standard for production forecasting. Both the data and the software are widely used by Independent Engineer's hired by banks when financing these types of projects. Our production forecasts are also consistent with previous production estimates prepared by our banks' independent engineers for each of the 6 project sites.

26. Provide an organizational chart that includes all key project members, including any known consultants and/or subcontractors. Members provided as part of the proposal shall be idenfied by name and title (and organization if required for clarity) and description of roles and responsibilities for each team member. The organization chart should include all components of the project including contract management, design, equipment sourcing, system integration, installation, financing, metering and billing.

A description of each of the Allco and Ecos team members is included in the Attachment A. Please See Attachment D for the project organizational chart. In addition, we have retained Chris Whitman of Solomon Energy, a Stamford resident, to assist us with the potential projects with Stamford. Chris has been involved in bringing all of our Connecticut VNM projects to fruition.

27. Give a brief description of your approach to project delivery, including an overview of the project implementation process. Provide a project schedule that includes major work streams and milestones. The format should be a list of project activities with start and end dates. Include a schedule section pertaining to each of the project locations if there is more than one location.

Connecticut is one of three markets that Allco has been focused on since 2015 and is a market we're probably most comfortable developing projects in. We fully understand the development process from the intricate details of designing the medium voltage elements of a project to accommodate Eversource, to navigating the potential hurdles a project can face when applying for a Petition for Declaratory Ruling (such as prime agriculture land, core forests, sensitive species, etc) and understanding the regulatory process with PURA and DEEP. Without understanding these pitfalls (and admittedly we've fallen in some of them in the past), projects can face delays, fines or even outright denial.

By using our past experience developing projects in Connecticut, our approach to project delivery is aimed at minimizing regulatory and environmental hurdles. We focus our efforts upfront by responsibly siting projects to minimize environmental impacts. Responsible project siting is a key element to developing a successful project in Connecticut and provides the highest likelihood of approval with the Connecticut Siting Council. Allco is a turn-key developer that handles and oversees all elements of development and construction, including land acquisition, interconnection applications, land use entitlement, civil engineering and design, major equipment procurement and financing. What separates Allco from many third-party developers is that after the project is completed, we continue to operate our projects on a long-term basis. Ecos Energy would handle the invoicing interfacing with the Town as well as overseeing operations and maintenance of each facility.

For the projects being proposed under this RFP, Allco has already completed the majority of the tasks that typically would place uncertainty or risk on the development of a project. We have obtained all discretionary permits for 5 of the 6 projects, each project has a certainty related to costs to interconnect, Allco's affiliate owns the underlying real estate and we have REC contracts to support future VNM off-take. We're providing project schedules for each of the projects for remaining tasks only. Each of the project schedules can be found attached as Attachment E.

28. Provide a description of the monitoring system for the project including what systems will be included in the proposed system to monitor, diagnose and track the solar photovoltaic output of the system. Can you create a dashboard to link to the City of Stamford website?

Each of Allco's projects constructed under the LREC/ZREC and VNM programs will have a data acquisition system and internet connection (our provider is PowerFactors) that

collects energy production data from both the REC meter and the VNM (revenue) meter at 5-minute intervals. In addition to collecting energy data at the meters, we collect energy production data from each individual inverter, irradiance data from our pyranometers, ambient and cell temperature data and wind data. This data can be accessed remotely and is also stored in a cloud server for backup retention. The data acquisition system also notifies through alarms if there is an outage of the system or an individual inverter, can tell us if the system is underperforming expected production based on irradiance, among other system related issues. This allows us to dispatch a technician in a timely manner to address the issue and keep the system uptime as high as possible. PowerFactors does have a dashboard/kiosk mode that we could easily link from the City's website for each project. Below is a screenshot of what this dashboard looks like.



29. Provide a list and brief description of the past projects completed by the proposed team that are similar in scope to that proposed. Include prior VNM project experience in Connecticut and successful prior work with the Siting Council.

Allco and its affiliates have successfully procured, installed and currently operate or are under construction on solar generating facilities totaling over 61 MWs throughout the country, including 11 projects totaling 13.5 MWs that are currently in operation and participating in the VNM and LREC/ZREC programs in Connecticut. In addition, Allco is under construction on 3 additional VNM projects totaling 6 MWs that are expected to achieve commercial operation in mid-June 2020. Allco and its affiliate's customers under the VNM program include the Town of Westport, the Town of Newtown, the Town of Westbrook, the Town of Plainville, the Town of Weston, the Town of Fairfield and South Norwalk Electric and Water. This makes Allco and its affiliates the largest producer of power under the VNM program in the State of Connecticut. In addition, Allco's utility customers throughout the U.S. include Xcel Energy, Northern Indiana Public Service

Company, Georgia Power, Southern California Edison and Pacific Gas & Electric, Los Angeles Department of Water and Power, Green Mountain Power as well as municipal customers in Massachusetts which include the City of Northampton, the City of Haverhill and the Town of Sutton.

A full list of the projects that Allco and Ecos have developed, financed and currently operate or are under construction and nearing operation include:

- La Porte Solar Project, La Porte, IN
  - Solar Photovoltaic 500kW AC / 550 kW DC
  - COD: October, 2012
  - Off-taker: Norther Indiana Public Service Company
- Lincoln Solar Project, Merrillville, IN
  - Solar Photovoltaic 1.5MW AC / 1.98 MW DC AC
  - COD: November, 2012
  - Off-taker: Norther Indiana Public Service Company
- Middlebury Solar Project, Middlebury, IN
  - Solar Photovoltaic 1.5MW AC / 1.98 MW DC AC
  - COD: November, 2012
  - Off-taker: Norther Indiana Public Service Company
- Portage Solar Project, Portage, IN
  - Solar Photovoltaic 1.5MW AC / 1.98 MW DC
  - COD: November, 2012
  - Off-taker: Northern Indiana Public Service Company
- Slayton Solar Project, Slayton, MN
  - Solar Photovoltaic 1.66MW AC / 2.0 MW DC
  - COD: January, 2013
  - Xcel Energy
- Bear Creek Solar, Lodi, CA
  - 1.5 MW AC / 2.1 MW DC
  - COD: February, 2014
  - Off-taker: Pacific Gas & Electric
- Kettleman Solar, Lodi, CA
  - Solar Photovoltaic 1.0 MW AC / 1.5 MW DC
  - COD: March, 2014
- Vintner Solar, Templeton, CA
  - Solar Photovoltaic 1.5 MW AC / 2.1 MW DC
  - COD: March, 2014
  - Off-taker: Pacific Gas & Electric

- Unadilla Solar, Unadilla, GA
  - Solar Photovoltaic 0.833 MW AC / 1.0 MW DC
  - COD: December 2013
  - Off-taker: Georgia Power
- Merced Solar, Merced, CA
  - Solar Photovoltaic 1.5 MW AC / 2.2 MW DC
  - COD: May, 2015
  - Off-taker: Pacific Gas & Electric
- Mission Solar, Merced CA
  - Solar Photovoltaic 1.5 MW AC / 2.2 MW DC
  - COD: May, 2015
  - Off-taker: Pacific Gas & Electric
- Hollister Solar, Hollister, CA
  - Solar Photovoltaic 1.5 MW AC / 2.2 MW DC
  - COD: April, 2015
  - Off-taker: Pacific Gas & Electric
- Diamond Valley Solar, Winchester, CA
  - Solar Photovoltaic 1.25MW AC / 1.5 MW DC
  - COD: January, 2015
  - Off-taker: Southern California Edison
- Sudbury Solar, Sudbury, VT
  - Solar Photovoltaic 2.0 MW AC / 2.8 MW DC
  - COD: April 2016
  - Off-taker: Green Mountain Power, via VEPP, Inc.
- Munro Valley Solar (OV5)
  - Project Size: 3000 kWac / 4.5 MW DC
  - COD: December 2016
  - Off-taker: Los Angeles Department of Water and Power
- Munro Valley Solar (OV11)
  - Project Size: 1000 kWac / 1.5 MW DC
  - COD: December 2016
  - Off-taker: Los Angeles Department of Water and Power
- Spencer Meadow Solar, Spencer, MA
  - Solar Photovoltaic, 3MW AC/ 4.2MW DC
  - COD December 2016
  - Off-takers: City of Haverhill, City of Northampton and Town of Sutton (RECs

#### sold through NEPOOL)

#### **Connecticut Virtual Net Metering/LREC-ZREC Projects**

- Adams Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: February 28, 2018
  - Off-taker: Town of Plainville
- Franklin Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: February 28, 2018
  - Off-taker: Town of Plainville
- Jefferson Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: December 15, 2017
  - Off-taker: Town of Westport
- Hamilton Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: February 28, 2020
  - Off-taker: Town of Weston
- Wilson Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: February 28, 2020
  - Off-taker: Town of Weston
- Rutledge Solar, Lebanon, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: February 19, 2019
  - Off-taker: Town of Plainville
- Jackson Solar, Griswold, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: December 30, 2019
  - Off-taker: Town of Newton
- Sherman Solar, Griswold, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: December 30, 2019
  - Off-taker: Town of Newtown
- Plainfield Solar 1, Plainfield, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC

- COD: December 30, 2019Off-taker: Town of Westport
- Plainfield Solar 2, Plainfield, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: Projected June 12, 2020
  - Off-taker: Town of Westport
- Madison Solar, Somers, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: March 6, 2020
  - Off-taker: Town of Weston
- Blair Solar, Somers, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: March 11, 2020
  - Off-taker: Town of Westport
- Dickinson Solar, Somers, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: Projected June 12, 2020
  - Off-taker: Town of Westport
- Sydney Solar, Somers, CT
  - Solar Photovoltaic, 1 MW AC / 1.2 MW DC
  - COD: Projected June 12, 2020
  - Off-taker: Town of Newtown

30. Please provide any a	dditional details regarding	your Solar Project(s)	that you feel are
relevant to the City: _			

#### ATTACHMENT A – INFORMATION REQUEST

#### **COMPANY BACKGROUND**

Provide a general overview of your firm's overall services and experiences in VNM projects.
 Include information on company history, number of years in business, ownership, financial condition, number of VNM projects, experience in building solar facilities on vacant parcels of land and staffing.

Allco Renewable Energy Limited ("Allco"), formed in 2005, is a New York-based renewable energy company with investment banking and project development capabilities, providing investment to and arranging financing for renewable energy companies and projects across the United States. Allco group companies have provided or arranged investment and financing for assets, projects and companies in the aviation and rail, high technology, water/wastewater, and energy sectors. Allco's primary focus is now in the renewable energy sector, with a specific focus on the development, construction and operation of distributed generation solar PV projects.

Allco and Ecos began developing distributed generation solar projects in 2010 and have successfully developed and constructed 38 solar PV projects totaling over 65 megawatts (MW) DC. Ecos currently operates 34 projects totaling 61.3 MWs across 7 states including Minnesota, Indiana, California, Georgia, Vermont, Connecticut and Massachusetts.

Of these projects, Allco and Ecos have successfully constructed or is nearing completion of 14 projects totaling 18.5 MWs that currently participate in the VNM and LREC/ZREC programs in Connecticut. Allco and its affiliate's customers under the VNM program include the Town of Westport, the Town of Newtown, the Town of Westbrook, the Town of Plainville, the Town of Weston, the Town of Fairfield and South Norwalk Electric and Water. This makes Allco and its affiliates the largest producer of power under the VNM program in the State of Connecticut.

#### 2. Describe any relationships or alignments with any specific energy providers.

Allco and its affiliates currently have long-term power purchase agreements with a number of utility customers throughout the U.S., including Xcel Energy, Northern Indiana Public Service Company, Georgia Power, Southern California Edison and Pacific Gas & Electric, Los Angeles Department of Water and Power, Green Mountain Power as well as municipal customers in Massachusetts which include the City of Northampton, the City of Haverhill and the Town of Sutton.

3. <u>Organizational Team (from question #1)</u>
Members of Allco's team include:

#### Thomas M. Melone, President and CEO

Tom joined Allco in 1994 from the law firm of Hunton & Williams where he was a tax partner. In 1995, Tom led Allco to a pre-eminent position in the large asset finance market. Prior to joining Hunton & Williams in 1991, Tom was Director, European Leasing for Chase Investment Bank in London. Prior to joining Chase in 1989, Tom practiced law at Cravath,

Swaine & Moore (from 1982) and specialized in leveraged leasing and project finance. From 1978 to 1982, Tom served as a Revenue Agent with the US Internal Revenue Service, where he was the project coordinator for DISCs (Domestic International Sales Corporations), which were the predecessor to FSCs (Foreign Sales Corporations).

Tom was the founding benefactor of the Jacqueline Kennedy Onassis School of Ballet at American Ballet Theatre in New York, and a founder of the Vineyard Arts Project, an incubator for the creation of new work in dance and theatre on Martha's Vineyard, Massachusetts.

Tom currently sits on the Board of Advisors of the Institute for Policy Integrity at New York University School of Law. Tom is a 1979 graduate of Fairleigh Dickinson University (BS magna cum laude in accounting and business management) and received his JD with high honors from Rutgers Law School - Newark in 1983. Tom also received a Master of Laws (LLM in taxation) from New York University School of Law in 1989 and his CPA certificate in 1980. Tom is admitted to practice law in the States of New York, New Jersey, Massachusetts, Connecticut, Vermont, Pennsylvania and Florida.

#### Michael J. Melone, Vice President and General Counsel

Michael joined Allco in 2013. Prior to joining Allco, Michael was a corporate finance attorney at Morgan, Lewis & Bockius LLP in their New York, Los Angeles and Miami offices where he specialized in entertainment finance. While at Morgan Lewis, Michael represented commercial banks, hedge funds and individuals with respect to their investments in the entertainment industry, including film and television. Prior to Morgan Lewis, Michael was an entertainment attorney at O'Melveny & Myers LLP in their New York and Los Angeles offices where he represented film studios, producers, distributors and talent. Michael received his law degree from NYU School of Law in New York and his undergraduate degree from Middlebury College in Vermont. Michael is admitted to practice law in the States of New York, Vermont and California.

Ecos Energy LLC ("Ecos"), a wholly owned subsidiary of Allco Renewable Energy Limited, was formed in 2009. Ecos is Allco's development company that handles the day to day development activities and management of its operating solar PV assets throughout the U.S. Ecos employees specialize in the development, construction and operation of Allco's solar projects, including solar resource assessment, finance, land acquisition, title services, environmental permitting, land use entitlements, energy policy and utility planning. Ecos is headquartered in Minneapolis, Minnesota.

Members of Ecos' team include:

#### Chris Little, Vice President and Director of Development

Chris Little joined Ecos Energy LLC in March of 2008. As Vice President and Director of Development for Ecos Energy's distributed generation photovoltaic (PV) solar projects, Chris's responsibilities include project land acquisition, risk management, contract administration, permitting and financing. Chris plays in integral role in overseeing Ecos

Energy's development of distributed generation solar projects in the Midwest, the West Coast and the East Coast. He has experience working with distributed generation solar projects with numerous utilities throughout the U.S. Chris was responsible for acquiring the land and overseeing the development and construction of 61 MW DC of solar PV installations since 2011.

Prior to joining Ecos Energy, Chris worked as a Land Acquisition Manager for Ryland Homes as well as spending 6 years developing utility related projects for We Energies, a Wisconsin based utility. Chris received his Bachelor of Business Administration in Real Estate and Urban Land Economics from the University of Wisconsin-Madison.

#### **Tim Young, Vice President, Project Development**

Tim joined the Ecos Energy team in March 2008 after 6 years as President, Sierra Capital Services, a financial services company focused primarily on arranging financing for renewable energy projects. Prior to that, Tim was involved in international shipping for over 20 years as Chief Financial Officer and ship-owner. He spent 13 years as Chief Financial Officer for the Marine Chartering Group of Companies in San Francisco. The group owned and operated a fleet of containerships, breakbulk carriers, chemical tankers and refrigerated ships throughout Europe, Asia and the Americas. Tim managed the group's chemical tanker business, with ships trading throughout Asia, and containership business, with ships operating throughout Central America and the Caribbean. Prior to that, Tim was CFO and management consultant for a number of startup companies in the San Francisco Bay Area. Tim started his career at American President Companies in Oakland, CA.

Tim is responsible for managing development of the project team's project pipeline of solar projects throughout the United States. In addition, Tim manages and oversees the interconnection application and study process for all of Ecos Energy's solar PV projects. Tim also is responsible for obtaining power purchase agreements to sell power from Ecos Energy's solar PV projects.

Tim received his BS, Business Administration from the University of California, Berkeley and his MBA, Finance and International Business from the Haas School of Business, University of California, Berkeley.

#### Rodney Galton, Project Manager and Civil Engineer

Rodney Galton joined Ecos Energy in February 2020. Rodney has over 20-years of experience in the civil engineering field. Most recently Rodney was at All-Points Technology where he was responsible for managing the preparation of civil and permitting documents for solar, fuel cell and electrical grid clients around the country.

Rodney is responsible for preparation of civil engineering design drawings for Ecos' solar PV projects, including grading, storm water and erosion control and site plan design.

Rodney is a Professional Civil Engineer as well as a Certified Professional in Erosion and Sedimentation Control.

#### Steve Broyer, Senior Project Manager and Civil Engineer

Steve Broyer joined the Ecos Energy team on April 1, 2013. Steve comes to Ecos from Westwood Professional Services where Steve was responsible for managing the preparation of civil and electrical documents for Westwood's wind and solar clients around the country. At Ecos, Steve is responsible for preparation of civil engineering design drawings for all of Ecos Energy's solar PV projects, including grading, storm water and erosion control and site plan design.

Steve earned a Bachelor of Science in Civil Engineering from the University of Minnesota – Civil Engineering.

#### Blake Nicholson, Project Analyst

Blake has been Project Analyst for Ecos Energy since 2009. As Project Analyst, Blake engages in development and permitting activities for the group's solar projects throughout the country.

Blake received his BA in Economics from Carleton College with a minor in Environmental and Technology Studies.

#### Rush Ferrell, Asset Manager

Rush joined the Ecos team in 2019 as our Asset Manager. He is responsible for all post-delivery plant requirements and yield including O&M, performance analytics and reporting, OEM warranty management, ongoing utility and land obligations, and pro-active risk mitigation. Rush also identifies and manages opportunities to retrofit new technology at existing plants.

Rush joined the solar industry in 2015. He has worked with utility scale solar throughout his career, starting with a regional solar developer as a part of the EPC team focusing on handover and logistics, then moved on to become a Monitoring Specialist with Operations and Maintenance. While in these positions, he began working with solar SCADA and power systems. After being acquired by a nationwide developer, Rush transitioned to become an Operations Engineer where he worked as the primary engineering resource for a fleet between 80 -100 farms. As the Operations and Maintenance team expanded, Rush progressed to working exclusively with the Compliance Team as their engineering resource focusing on NERC projects SCADA and CIP Compliance. He then began working as the Operations Manager for a nationwide third party O&M provider before joining Ecos.

Rush holds a Bachelors of Science in Business Administration from Appalachian State University.

#### **ABILITY TO DELIVER SERVICES**

1. Describe the site[s] for the project, the permits you've received, the status of the interconnection agreements, ZREC and LREC awards for the site.

In connection with this proposal, Allco is offering 100% of the net metering credits eligible to participate in the VNM program from six (6) separate projects totaling eight (8) MWs AC of capacity. These projects include (i) the Barrow Solar project (2 MW) located in the Town of Somers, (ii) the Dayton Solar project (999 kW) located in the Town of Plainfield, (iii) the McHenry Solar project (1 MW) located in the Town of Hampton, (iv) the Pepaug Solar project (1 MW) located in the Town of Griswold and (vi) the Washington Solar project (1 MW) located in the Town of Hampton.

Details for each project can be found on the following pages. Preliminary site plans are attached as Attachment F to this proposal.

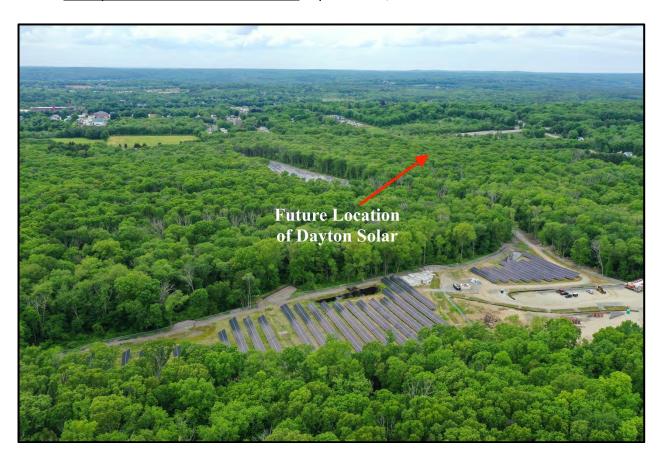
#### Barrow Solar - 2 MW AC

- Location: 134 Bilton Road, Somers, CT
- <u>Site Control:</u> Allco's affiliate, PLH Vineyard Sky LLC ("PLH"), owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection:</u> System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status</u>: An LREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> The project has received (i) an approved Petition for Declaratory Ruling from the Connecticut Siting Council, (ii) approved Development Management Plan from the Connecticut Siting Council and (iii) a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP").
- Anticipated Year 1 Generation: 3,462,100 kWh, degrading thereafter by 0.5% per year
- Anticipated Construction Start Date: July 1, 2020



#### Dayton Solar - 999 kW AC

- Location: 49 Plainfield Pike, Plainfield, CT
- <u>Site Control</u>: PLH owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection</u>: System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status:</u> A ZREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> Dayton Solar received a variance for access purposes on June 2, 2020. The
  remaining permits required to begin construction include a special use permit, site plan
  approval and inland wetland commission approval, all which are expected to be in place
  by the end of August of this year.
- Anticipated Year 1 Generation: 1,711,800 kWh, degrading thereafter by 0.5% per year
- Anticipated Construction Start Date: September 1, 2020



#### McHenry Solar - 1 MW AC

- Location: 391 Hartford Turnpike, Hampton, CT
- <u>Site Control:</u> PLH, owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection</u>: System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status:</u> A ZREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> The project has received (i) an approved Petition for Declaratory Ruling from the Connecticut Siting Council, (ii) approved Development Management Plan from the Connecticut Siting Council and (iii) a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP").
- Anticipated Year 1 Generation: 1,725,900 kWh, degrading thereafter by 0.5% per year
- Anticipated Construction Start Date: July 1, 2020



#### Pepaug Solar – 1 MW AC

- Location: 1219 Voluntown Road, Griswold, CT
- <u>Site Control:</u> PLH owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection</u>: System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status:</u> A ZREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> The project has received (i) an approved Petition for Declaratory Ruling from the Connecticut Siting Council, (ii) approved Development Management Plan from the Connecticut Siting Council and (iii) a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP").
- Anticipated Year 1 Generation: 1,739,100 kWh, degrading thereafter by 0.5% per year
- Anticipated Construction Start Date: July 1, 2020



#### Pequabu Solar - 2 MW AC

- Location: 1219 Voluntown Road, Griswold, CT
- <u>Site Control:</u>PLH owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection</u>: System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status</u>: An LREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> The project has received (i) an approved Petition for Declaratory Ruling from the Connecticut Siting Council, (ii) approved Development Management Plan from the Connecticut Siting Council and (iii) a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP").
- Anticipated Year 1 Generation: 3,478,100 kWh, degrading thereafter by 0.5% per year
- <u>Anticipated Construction Start Date:</u> 1 to 2 months after execution of an SPSA with the City of Stamford



#### Washington Solar - 1 MW AC

- Location: 391 Hartford Turnpike, Hampton, CT
- <u>Site Control:</u> PLH owns 100% of the underlying real estate. There will be no third-party lease agreements or purchase agreement deadlines to contend with.
- <u>Interconnection</u>: System Impact Study has been completed and draft interconnection agreement is pending execution.
- <u>LREC/ZREC Status:</u> A ZREC contract has been executed with Eversource. Details regarding pricing can be provided upon execution of an NDA.
- <u>Permit Status:</u> The project has received (i) an approved Petition for Declaratory Ruling from the Connecticut Siting Council, (ii) approved Development Management Plan from the Connecticut Siting Council and (iii) a General Permit from the Connecticut Department of Energy and Environmental Protection ("DEEP").
- Anticipated Year 1 Generation: 1,725,900 kWh, degrading thereafter by 0.5% per year
- Anticipated Construction Start Date: 1 to 2 months after execution of an SPSA with the City of Stamford



#### 2. What is your level of experience with this type of project?

Allco has successfully constructed or is under construction on 14 projects totaling 18.5 MWs that currently participate in the VNM and LREC/ZREC programs in Connecticut. Allco and its affiliate's customers under the VNM program include the Town of Westport, the Town of Newtown, the Town of Westbrook, the Town of Plainville, the Town of Weston, Town of Fairfield, South Norwalk Electric and Water. This makes Allco the single largest producer of power under the VNM program in the State of Connecticut. There is no single developer in the country that has more experience than Allco developing, constructing and operating projects under the Connecticut VNM program.

#### 3. Do you have the financing in place to complete the project? Who is providing the financing?

Allco has experience financing 31 projects through both term loans and sale leasebacks with De Lage Landen Financial Services, PNC Financial Services and Huntington National Bank ("Huntington"). Allco is currently financing it's take out financing with Huntington under a master sale-leaseback agreement and has closed 6 transactions within the last 6 months with Huntington for similar projects with LREC/ZREC contracts and VNM Services Agreements.

Allco also leverages construction financing from both its affiliate, Allco Finance Limited, as well as Seminole Financial Services ("Seminole"). For the projects proposed under this RFP, Allco has begun the underwriting and diligence process for construction financing with Seminole as well as securing Notice of Approved Project letters from Huntington for take-out financing under its master sale-leaseback agreement. Securing firm commitments from both Seminole and Huntington will require VNM Services Agreements from Eversource as well as executed Solar Power Services Agreements ("SPSA") for the projects between Allco's project affiliate and the City of Stamford.

#### 4. Have you completed prior projects on time and within budget?

To date, Allco has never lost a contract after starting construction because it missed a contractual deadline. This includes all 11 projects that Allco has constructed under the VNM and LREC/ZREC programs. The 3 projects that are under construction are also on track to meet all of their contractual deadlines.

Project build costs in New England can be tricky to budget due to unforeseen site conditions such as shallow ledge, wetlands and soil conditions. We often build in contingencies to account for these unforeseen site conditions, but inevitably projects do receive contractor change orders that can impact budgets. This is where Allco's experience constructing projects in Connecticut gives us an advantage. Since we've constructed or are under construction on 14 projects in Connecticut within the last 3 years, we understand the pitfalls that developers can encounter during construction. We take additional steps in advance of construction, such as digging test pits (to determine the depth of the ledge) and pull tests (for structural design) as well as accounting for additional erosion control measures and monitoring to ensure we're in compliance with the

General Permit for each project. We know the labor market and we understand the cost to interconnect with Eversource. The project budgets for each of our 14 projects in Connecticut have never impacted our ability to finance the project and never once have we gone back to a Town or City and asked for a revised rate due to cost overruns on a project. We honor our commitments and will take a financial loss before we asked a counterparty to renegotiate a contract.

# 5. Describe your standard reporting programs and any specific reporting applicable to satisfying the Eversource requirements

Each of Allco's projects constructed under the LREC/ZREC and VNM programs will have a data acquisition system and internet connection (our provider is PowerFactors) that collects energy production data from both the REC meter and the VNM (revenue) meter at 5 minute intervals. In addition to collecting energy data at the meters, we collect energy production data from each individual inverter, irradiance data from our pyranometers, ambient and cell temperature data and wind data. This data can be access remotely and is also stored in a cloud server for backup retention. The data acquisition system also notifies through alarms if there is an outage of the system or an individual inverter, can tell us if the system is underperforming expected production based on irradiance, among other system related issues. This allows us to dispatch a technician in a timely manner to address the issue and keep the system uptime as high as possible.

While there is no standard reporting to satisfy Eversource once the project is commissioned, since Eversource can read the data directly from their meters, there are reporting requirements to the New England Power Pool ("NEPOOL") in order to track the REC's generated by the facility. Our data acquisition system provider (PowerFactors) is an authorized company to report RECs to NEPOOL directly, which are then transferred to Eversource in accordance with the LREC and ZREC contracts.

We also have reporting requirements to our lenders which we are able to accomplish through PowerFactors and other reporting mechanisms and we also provide monthly production information in our invoicing to the Towns we contract with under each of our Solar Power Services Agreements. If the City of Stamford has specific reporting requirements that they would like to see on a periodic basis, we are happy to work with the City to develop a reporting tool to satisfy its needs. We can also provide access to our PowerFactors platform to allow authorized staff members to see generation in real time and look at historic production.

#### **KNOWLEDGE OF SOLAR MARKETS**

1. Provide an Overview of the current energy market across the U.S. and the complexities managing and contracting with the various energy providers across the region.

Over the years, Allco has found the most success in focusing on a few specific energy markets within only a few states. This allows us to become experts in understanding these markets and better allows us to navigate the development process to build successful projects. It's extremely important for developers to understand the utility interconnection study and design process,

understanding the regulatory environment to avoid potential pitfalls and to fully understand the land use entitlement process to avoid running into environmental or other issues that can stop a project in its tracks.

Connecticut is one of three markets that Allco has been focused on since 2015 and is a market we're probably most comfortable developing projects in. We fully understand the development process from the intricate details of designing the medium voltage elements of a project to accommodate Eversource, to navigating the potential hurdles a project can face when applying for a Petition for Declaratory Ruling (such as prime agriculture land, core forests, sensitive species, stormwater controls etc) and understanding the regulatory process with PURA and DEEP. Without understanding these pitfalls (and admittedly we've fallen in some of them in the past), projects can face delays, fines or even outright denial.

In terms of the current energy market across the U.S. and the complexities managing and contracting with various energy providers across a region, we are seeing many markets transitioning from feed-in-tariff programs and direct PPAs to programs such as community solar, net metering and shared clean energy programs. Connecticut is no exception and is starting to roll out their own community solar program which they refer to as the Shared Clean Energy Facility Program. This program will be released in addition to their current VNM program, which of course we all hope the State expands in the near future. These types of programs add complexities and challenges with obtaining off-takers (buyers of the energy) as many of these programs have a minimum number of off-takers, low-income off-takers or residential off-takers. These complexities make it difficult to not only aggregate off-takers, but also makes it challenging to project what it would cost to invoice and collect payment from numerous off-takers from a small 1 or 2 MW project. In addition, community solar projects can be more difficult to finance from a credit underwriting process. Fortunately, Connecticut's VNM program and new Shared Clean Energy Facility Program don't have the complexities that some of the other programs have and are much easier a to finance. We do see the market heading in the direction of community solar in the long-term, but we also see the market continuing to build larger 50+ MW projects which will be primarily constructed by utilities with large balance sheets.

# 2. Provide your firm's perspective relative to any anticipated regulatory, legislative or market changes over the next several years.

Solar developers are currently bracing for the scheduled decline in the Investment Tax Credits (ITC) over the next several years, which will reduce the financial subsidies that solar projects currently receive. Although we're hopeful that the full 30% will be restored in the next year or two, we're not planning for this in our project proformas. The reduction of the ITC will put a downward pressure on equipment prices such as inverters, solar modules, racking, etc, while also putting an upward pressure on energy prices. From the City of Stamford's perspective, the current planned reduction in the ITC should be the primary driver in making a decision to move quickly with awarding contracts under this RFP.

There is also growing concern that the current pandemic and economic climate could reduce the demand for ITC and could make it difficult for developers to finance projects. Allco fortunately does not anticipate having any issues financing its projects because its current banking partner has a very positive forecast on their upcoming demand for ITC over the next 5 years.

From a local perspective, DEEP is proposing to make significant changes to their stormwater management requirements for solar farms, which not only will require developers to Bond for the civil stormwater work (which can easily exceed 7 figures), but it will also change the way stormwater runoff is calculated, requiring larger stormwater basins and other stormwater management features, which could have a significant impact to construction costs for projects built in Connecticut. Fortunately for Allco, we currently have General (stormwater) Permits from DEEP for all of our projects under the old rules, so these changes will not impact the cost to build our projects. For the Dayton project which we don't currently have a stormwater permit, we will obtain that permit from the local Inland Wetland Agency because the project is under 1 MW. This will allow us to avoid going through a full notice of intent with DEEP to obtain a General Permit. The cost of performing the civil work in Connecticut is something that an inexperienced developer may also grossly underestimate. It should also be noted that interconnection/upgrade costs in Connecticut are high in comparison to other states and a less experience developer may not budget for these costs appropriately if they haven't gone through a system impact and/or facilities study with Eversource. We can assure the City of Stamford that we have a firm understanding of the States rules to not only design the stormwater elements correctly, but also properly manage them during construction to avoid fines, cease and desist orders and project delays.

We expect, or hope, that future regulatory changes will increase the programs available for solar energy for three reasons—economic stimulus, climate change and health concerns. The current pandemic has shined a spotlight on the ignored human health toll of the fossil fuel generation that Connecticut chooses to consume, rather than building the necessary solar energy facilities within its borders. A recent study by the T.H. Chan School of Public Health at Harvard University concludes: "A small increase in long-term exposure to PM2.5 leads to a large increase in the COVID-19 death rate."

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<sup>&</sup>lt;sup>1</sup> See, <a href="https://www.medrxiv.org/content/10.1101/2020.04.05.20054502v2">https://www.medrxiv.org/content/10.1101/2020.04.05.20054502v2</a>. PM 2.5 particulate matter is pumped into the air by fossil fuel plants. PM 2.5 particulate matter is 2.5 micrometers or less. The width of an average human hair is 30 times larger than a PM 2.5 particle.

#### **REFERENCES**

Provide references for three (3) customers with whom you have provided similar services
for at least the past three years. At least one reference should be a Connecticut customer,
within Eversource territory, and one reference should be a public entity. Referenced
customers should be of similar size and scope to this RFP. References shall include name of
contact, title, name of firm or entity served, address, e-mail address, phone number and
summary of services provided.

It should be noted that the VNM program is a relatively new program and there are likely not many developers that will be able to meet the requirement of three (3) Connecticut customers for which they have provided similar services for over the last three years. We have provided similar net metering services for three (3) years for three (3) separate public entities in Massachusetts, but none of our 11 projects in Connecticut have been operating long enough to meet the three (3) year requirement in Connecticut.

1. City of Northampton, MA

Project Name: Spencer Meadow Solar

Project COD: 3/10/2017
Location: Spencer, MA
Size of Project: 3 MWac

• Name of Contact: Chris Mason

Title of Contact: Energy and Sustainability OfficerE-mail Address: cmason@northamptonma.gov

Phone Number: 413-587-1055

• Services Provided: Sale of net metering credits under a long-term power purchase agreement

2. Town of Sutton, MA

Project Name: Spencer Meadow Solar

Project COD: 3/10/2017
Location: Spencer, MA
Size of Project: 3 MWac

Name of Contact: James SmithTitle of Contact: Town Manager

• E-mail Address: j.smith@town.sutton.ma.us

Phone Number: (508) 865-8720

 Services Provided: Sale of net metering credits under a long-term power purchase agreement

#### 3. City of Haverhill, MA

• Project Name: Spencer Meadow Solar

Project COD: 3/10/2017
Location: Spencer, MA
Size of Project: 3 MWac

• Name of Contact: Fred Haffty

• Title of Contact: Manager of Haverhill Wastewater

• E-mail Address: fhafty@haverhillwater.com

• Phone Number: (978) 374-2382

 Services Provided: Sale of net metering credits under a long-term power purchase agreement

#### 4. Town of Westport, CT

- Project Names: Plainfield Solar 1, Plainfield Solar 2, Jefferson Solar, Dickinson Solar and Blair Solar
- Project COD: 12/30/2019 (Plainfield 1), 6/12/2020 (anticipated COD for Plainfield 2 and Dickinson), 12/15/2017 (Jefferson), 3/11/2020 (Blair)
- Location: Plainfield, CT; Lebanon, CT and Hampton, CT
- Size of Project: 1 MW (Plainfield 1), 1 MW (Plainfield 2), 1 MW (Jefferson) and 2 MW (Dickinson)

Name of Contact: Jim Marpe

• Title of Contact: First Selectman

• E-mail Address: <u>JMARPE@westportct.gov</u>

• Phone Number: 203-341-1111

 Services Provided: Sale of net metering credits under a long-term power purchase agreement

#### 5. Town of Newtown

- Project Name: Sydney Solar, Jackson Solar and Sherman Solar
- Project COD: 12/30/2019 (Jackson and Sherman); 6/12/2020 (anticipated COD for Sydney)
- Location: Griswold, CT and Hampton, CT
- Size of Project: 1 MW (Sherman), 1 MW (Jackson) and 2 MW (Sydney)
- Name of Contact: Fred Hurley
- Title of Contact: Director of Public Works
- E-mail Address: fred.hurley@newtown-ct.gov
- Phone Number: (203) 270-4300
- Services Provided: Sale of net metering credits under a long-term power purchase agreement

#### 6. Town of Plainville

• Project Name: Franklin Solar, Adams Solar and Rutledge Solar

Project COD: 2/28/2018 (Franklin and Adams); 2/22/2019 (Rutledge)

• Location: Lebanon, CT

• Size of Project: 1 MW (Franklin), 1 MW (Adams) and 1 MW (Rutledge)

Name of Contact: Robert E. LeeTitle of Contact: Town Manager

E-mail Address: relee@plainville-ct.govPhone Number: 860-793-0221 ext. 201

• Services Provided: Sale of net metering credits under a long-term power purchase

agreement

#### 7. Town of Westbrook

• Project Name: Madison Solar

Project COD: 3/6/2020
Location: Somers, CT
Size of Project: 1 MW

• Name of Contact: Chris Ehlert

• Title of Contact: Sustainability Consultant to the Town

• E-mail Address: cehlert01@comcast.net

• Phone Number: (203) 623-9819

 Services Provided: Sale of net metering credits under a long-term power purchase agreement

# Attachment B PVSyst Reports



Ecos Energy (United States)

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### Barrow Solar Project

City of Stamford VNM Application

Grid-Connected System: Simulation parameters

Project: Bilton Solar (1 MW)

Geographical Site Bilton Road Country United States

SituationLatitude42.03° NLongitude-72.50° WTime defined asLegal TimeTime zone UT-5Altitude0 m

Monthly albedo values

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
Albedo	0.45	0.45	0.30	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.50

Meteo data: Bilton Road MeteoNorm file - Synthetic

Simulation variant: Barrow Solar - Stamford - 2 MWac

Simulation date 19/07/19 13h02

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

Sheds configuration Nb. of sheds 15 Unlimited sheds

Sheds spacing 6.60 m Collector width 3.00 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 18.3° Ground cov. Ratio (GCR) 45.5 %

Models used Transposition Perez Diffuse Perez, Meteonorm

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 250 strings Total number of PV modules Nb. modules 6250 Unit Nom. Power 400 Wp

Array global power Nominal (STC) **2500 kWp** At operating cond. 2280 kWp (50°C)

Array operating characteristics (50°C)

U mpp
920 V

I mpp
2479 A

Total area

Module area
12954 m²

Cell area
11624 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac

Inverter pack Nb. of inverters 12 units Total Power 1998 kWac

Pnom ratio 1.25

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 3.1 %

Jan.	Feb.	Mar.	Apr.	Mav	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
ouri.	1 00.	wiai.	, tp1.	iviay	ound	oury	rtag.	оор.	001.	1101.	D00.
7 9%	7.8%	4 0%	1.3%	1 1%	1 1%	1 1%	1 1%	1 2%	1.0%	1 4%	8.4%

Thermal Loss factor Uc (const)  $29.0 \text{ W/m}^2\text{K}$  Uv (wind)  $0.0 \text{ W/m}^2\text{K} / \text{ m/s}$ 

Wiring Ohmic Loss Global array res. 6.1 mOhm Loss Fraction 1.5 % at STC LID - Light Induced Degradation Loss Fraction 0.1 %

Module Quality Loss Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP



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19/07/19

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# **Barrow Solar Project**City of Stamford VNM Application

Oity of otalillord VIVIVI Applicatio

## Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

External transformer

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x1200.0 mm² 3 m Loss Fraction 0.0 % at STC Iron loss (Night disconnect) 2451 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 2.4 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



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## **Barrow Solar Project**

City of Stamford VNM Application

Grid-Connected System: Main results

Project: Bilton Solar (1 MW)

Simulation variant: Barrow Solar - Stamford - 2 MWac

Main system parameters

**PV Field Orientation** PV modules PV Array Inverter Inverter pack

System type **Unlimited sheds** 

Sheds disposition, tilt 25° Model LG400N2W-A5 Nb. of modules 6250

> Model PVS-166-TL-US Nb. of units 12.0

azimuth 400 Wp Pnom Pnom total 2500 kWp Pnom 167 kW ac Pnom total 1998 kW ac

٥°

Unlimited load (grid)

Main simulation results

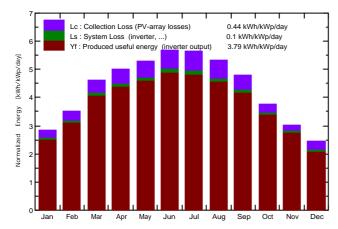
System Production

User's needs

**Produced Energy** 3462 MWh/year Specific prod. 1385 kWh/kWp/year

Performance Ratio PR 87.68 %

#### Normalized productions (per installed kWp): Nominal power 2500 kWp



## Performance Ratio PR PR : Performance Ratio (Yf / Yr) : 0.877 0.8 0.7 Ratio 0.6 0.5 0.4 0.3 0.2 0.1

#### Barrow Solar - Stamford - 2 MWac Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
January	55.7	24.67	-3.58	88.2	77.3	201.0	196.3	0.890
February	71.6	35.50	-2.04	98.4	86.3	223.6	218.4	0.888
March	116.1	48.18	2.86	142.7	131.3	323.9	315.8	0.885
April	137.0	58.05	9.30	150.0	141.8	337.5	329.0	0.877
May	163.6	82.76	14.64	164.2	154.6	366.7	357.6	0.871
June	174.4	88.45	19.53	170.2	160.1	377.6	368.3	0.865
July	176.8	88.16	22.29	174.7	164.6	383.9	374.4	0.857
August	156.5	79.84	21.94	164.4	155.1	362.8	353.6	0.860
September	124.4	59.25	17.31	143.8	135.9	320.9	313.1	0.871
October	87.8	39.69	10.72	116.2	110.6	270.1	263.4	0.907
November	60.0	26.17	5.68	90.3	85.3	213.2	208.1	0.922
December	46.3	22.16	-0.67	76.0	65.3	168.1	164.1	0.864
Year	1370.2	652.87	9.90	1579.4	1468.3	3549.3	3462.1	0.877

Legends:

GlobHor DiffHor T Amb

GlobInc

Horizontal global irradiation Horizontal diffuse irradiation Ambient Temperature Global incident in coll. plane GlobEff **EArray** E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array

Energy injected into grid Performance Ratio



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azimuth

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## Barrow Solar Project

City of Stamford VNM Application

Grid-Connected System: Loss diagram

Project: Bilton Solar (1 MW)

Simulation variant: Barrow Solar - Stamford - 2 MWac

Main system parameters System type Unlimited sheds

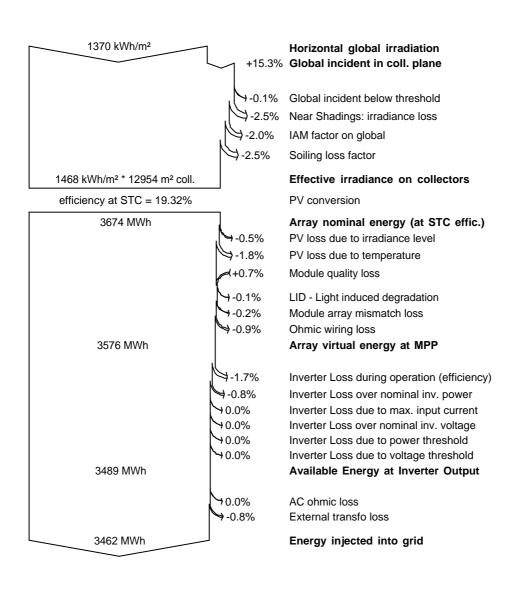
PV Field Orientation Sheds disposition, tilt 25°
PV modules Model LG400N2W-A5

PV modules Model LG400N2W-A5 Pnom 400 Wp
PV Array Nb. of modules 6250 Pnom total 2500 kWp

Inverter Model PVS-166-TL-US Pnom 167 kW ac Inverter pack Nb. of units 12.0 Pnom total 1998 kW ac

User's needs Unlimited load (grid)

#### Loss diagram over the whole year





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#### Dayton Solar (1 MWac) City of Stamford

Grid-Connected System: Simulation parameters

Project: Plainfield Pike

Geographical Site Plainfield CT Country United States

Situation Latitude 41.70° N Longitude -71.90° W
Time defined as Legal Time Time zone UT-5 Altitude 0 m

Albedo 0.20

Meteo data: Plainfield CT Meteonorm 7.2 (1991-2005), Sat=6% - Synthetic

Simulation variant: Dayton Solar - Stamford - 1 MWac

Simulation date 19/07/19 13h38

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

**Sheds configuration** Nb. of sheds 40 Unlimited sheds

Sheds spacing 6.71 m Collector width 4.01 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 29.1° Ground cov. Ratio (GCR) 59.8 %

Models used Transposition Perez Diffuse Perez, Meteonorm

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 125 strings Total number of PV modules Nb. modules 3125 Unit Nom. Power 400 Wp

Array global power Nominal (STC) 1250 kWp At operating cond. 1140 kWp (50°C)

Array operating characteristics (50°C)

U mpp 920 V

I mpp 1239 A

Total area

Module area

6477 m²

Cell area 5812 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac Inverter pack Nb. of inverters 6 units Total Power 999 kWac Pnom ratio 1.25

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 3.1 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
7.8%	7.8%	4.0%	1.3%	1.1%	1.1%	1.1%	1.1%	1.2%	1.0%	1.4%	8.4%

Thermal Loss factor Uc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 12 mOhm Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 0.1 %

Module Quality Loss

Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP

Strings Mismatch loss Loss Fraction 0.10 %



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# Dayton Solar (1 MWac) City of Stamford

## Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

External transformer

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x1200.0 mm² 5 m Loss Fraction 0.0 % at STC Iron loss (24H connexion) 1225 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 4.7 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



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**Unlimited sheds** 

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#### Dayton Solar (1 MWac) City of Stamford

Grid-Connected System: Main results

Project: Plainfield Pike

Simulation variant: Dayton Solar - Stamford - 1 MWac

Main system parameters System type

PV Field Orientation Sheds disposition, tilt 25°
PV modules Model LG400N2W-A5

PV Array Nb. of modules 3125

Model PVS-166-TL-US
Nb. of units 6.0

User's needs Unlimited load (grid)

azimuth 0°

Pnom 400 Wp Pnom total **1250 kWp** 

Pnom 167 kW ac Pnom total **999 kW ac** 

Main simulation results

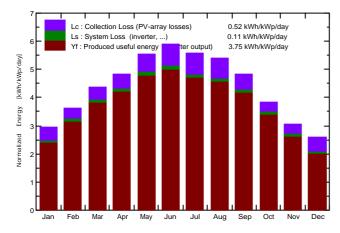
Inverter

Inverter pack

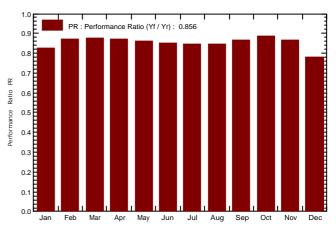
System Production Produced Energy 1712 MWh/year Specific prod. 1369 kWh/kWp/year

Performance Ratio PR 85.62 %

#### Normalized productions (per installed kWp): Nominal power 1250 kWp



#### Performance Ratio PR



#### Dayton Solar - Stamford - 1 MWac Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
January	57.7	24.53	-1.99	91.0	75.1	97.1	94.2	0.828
February	73.5	33.56	-0.74	101.9	88.7	113.9	110.7	0.869
March	111.9	49.71	3.29	135.3	123.5	152.4	148.2	0.876
April	133.6	64.50	9.06	144.8	135.0	162.6	158.1	0.873
May	170.9	79.17	14.09	172.1	160.4	190.6	185.5	0.862
June	181.2	81.99	19.07	176.7	164.6	193.5	188.3	0.853
July	175.2	92.09	22.14	173.0	160.7	187.6	182.6	0.844
August	157.9	74.40	22.15	167.1	156.3	182.0	176.9	0.847
September	124.3	57.89	17.75	145.2	136.0	161.4	157.0	0.865
October	92.9	47.06	11.64	119.4	111.9	135.9	132.1	0.885
November	61.0	29.33	6.92	91.8	82.0	102.3	99.4	0.867
December	49.4	22.77	0.99	80.9	63.4	81.4	78.9	0.780
Year	1389.6	657.00	10.42	1599.4	1457.7	1760.7	1711.8	0.856

Legends: G

GlobHor DiffHor Horizontal global irradiation Horizontal diffuse irradiation

T Amb Ambient Temperature
GlobInc Global incident in coll. plane

GlobEff EArray E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array

Energy injected into grid Performance Ratio

PVsyst Licensed to Ecos Energy (United States)



PV Array

Inverter pack

Inverter

PVSYST V6.75

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400 Wp

azimuth

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#### **Dayton Solar (1 MWac)** City of Stamford

Grid-Connected System: Loss diagram

Project: **Plainfield Pike** 

Simulation variant: Dayton Solar - Stamford - 1 MWac

Main system parameters **Unlimited sheds** System type

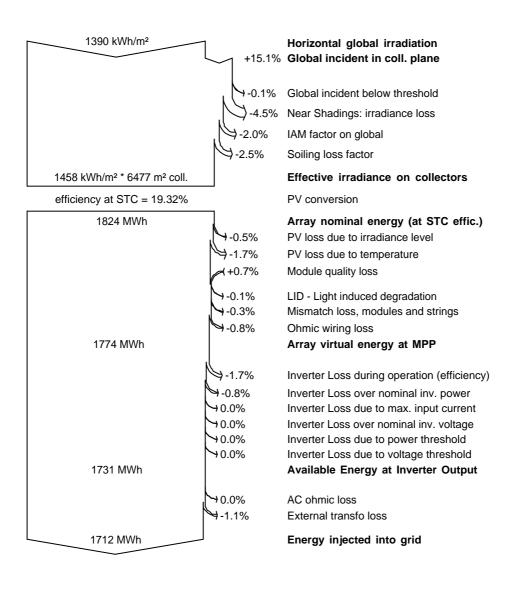
**PV Field Orientation** Sheds disposition, tilt 25° PV modules Model LG400N2W-A5

Pnom Nb. of modules 3125 Pnom total

1250 kWp Model PVS-166-TL-US 167 kW ac Pnom Nb. of units Pnom total 999 kW ac 6.0

User's needs Unlimited load (grid)

#### Loss diagram over the whole year





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## McHenry Solar (1 MWac)

City of Stamford

Grid-Connected System: Simulation parameters

Project: Fisk Solar

Geographical Site Country Undefined

SituationLatitude0.00° NLongitude0.00° ETime defined asLegal TimeTime zone UTAltitudem

Albedo 0.20

Meteo data:

Simulation variant: McHenry Solar - Stamford - 1 MWac

Simulation date 19/07/19 13h47

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

**Sheds configuration** Nb. of sheds 50 Unlimited sheds

Sheds spacing 6.70 m Collector width 4.01 m
Inactive band Top 0.02 m Bottom 0.02 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 29.2° Ground cov. Ratio (GCR) 59.9 %

Models used Transposition Perez Diffuse Erbs

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 128 strings
Total number of PV modules Nb. modules 3200 Unit Nom. Power 400 Wp

Array global power Nominal (STC) 1280 kWp At operating cond. 1167 kWp (50°C)

Array operating characteristics (50°C) U mpp 920 V I mpp 1269 A
Total area Module area 6632 m² Cell area 5951 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac Inverter pack Nb. of inverters 6 units Total Power 999 kWac

Pnom ratio 1.28

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 4.6 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
18.6%	9.4%	5.7%	3.4%	1.0%	1.0%	1.0%	1.0%	1.0%	2.0%	2.6%	8.1%

Thermal Loss factor Uc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 12 mOhm Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 0.1 %

Module Quality Loss

Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP

Strings Mismatch loss Loss Fraction 0.10 %



Ecos Energy (United States)

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# McHenry Solar (1 MWac) City of Stamford

## Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x10000.0 mm² 5 m Loss Fraction 0.0 % at STC External transformer Iron loss (Night disconnect) 1255 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 4.6 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



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#### McHenry Solar (1 MWac) City of Stamford

Grid-Connected System: Main results

Project: Fisk Solar

Simulation variant : McHenry Solar - Stamford - 1 MWac

Main system parameters

PV Field Orientation
PV modules
PV Array
Inverter
Inverter pack

System type **Unlimited sheds**Sheds disposition, tilt 25°

Model
Nb. of modules

Model LG400N2W-A5 odules 3200 Model PVS-166-TL-US

Nb. of units 6.0

azimuth 0°

Pnom 400 Wp
Pnom total 1280 kWp
Pnom 167 kW ac
Pnom total 999 kW ac

Unlimited load (grid)

Main simulation results

System Production

User's needs

Produced Energy

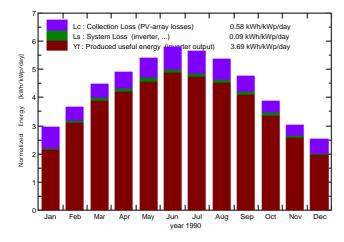
1726 MWh/year

Specific prod.

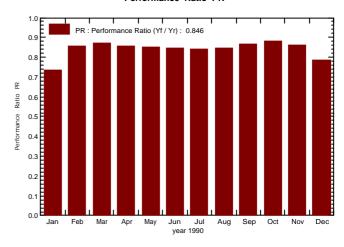
1348 kWh/kWp/year

Performance Ratio PR 84.58 %

#### Normalized productions (per installed kWp): Nominal power 1280 kWp



#### Performance Ratio PR



#### McHenry Solar - Stamford - 1 MWac Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
Jan. 90	57.5	23.15	-3.04	91.0	66.0	87.8	85.7	0.735
Feb. 90	74.2	31.53	-1.66	102.5	87.9	115.3	112.5	0.858
Mar. 90	113.7	51.84	2.71	139.0	124.6	159.2	155.3	0.873
Apr. 90	135.7	64.52	8.82	147.3	134.5	165.8	161.7	0.858
May 90	167.3	74.78	13.90	167.3	156.2	186.8	182.1	0.851
June 90	177.9	80.63	18.91	173.4	161.7	192.5	187.7	0.846
July 90	176.9	75.95	21.73	175.4	164.1	193.3	188.4	0.839
Aug. 90	158.4	74.33	21.59	166.3	155.6	184.8	180.1	0.846
Sep. 90	124.3	62.27	17.06	143.1	133.8	162.3	158.4	0.864
Oct. 90	91.5	42.99	10.84	119.5	110.9	137.8	134.5	0.879
Nov. 90	60.2	28.62	5.95	90.6	79.9	102.6	100.2	0.864
Dec. 90	48.7	23.89	-0.14	78.6	61.5	81.1	79.2	0.787
Year	1386.4	634.51	9.78	1594.1	1436.7	1769.3	1725.8	0.846

Legends:

GlobHor DiffHor T Amb

GlobInc

Horizontal global irradiation Horizontal diffuse irradiation Ambient Temperature Global incident in coll. plane GlobEff EArray E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array Energy injected into grid

Performance Ratio



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400 Wp

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# McHenry Solar (1 MWac) City of Stamford

Grid-Connected System: Loss diagram

Project: Fisk Solar

Simulation variant: McHenry Solar - Stamford - 1 MWac

Main system parameters System type Unlimited sheds

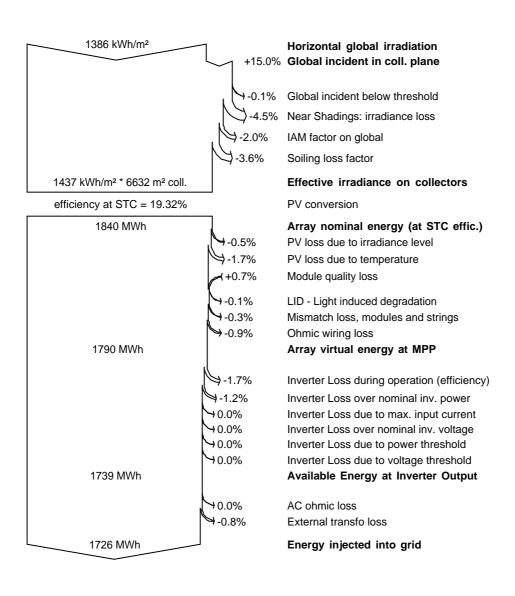
PV Field Orientation Sheds disposition, tilt 25° azimuth
PV modules Model LG400N2W-A5 Pnom

PV Array
Inverter

Nb. of modules 3200
Pnom total 1280 kWp
PVS-166-TL-US
Pnom total 1280 kWp
PVS-166-TL-US
Pnom total 999 kW ac

User's needs Unlimited load (grid)

#### Loss diagram over the whole year





Ecos Energy (United States)

22/07/19

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#### Pepaug Solar (1 MWac) City of Stamford

Grid-Connected System: Simulation parameters

Project: Voluntown Road

Geographical Site Voluntown Road Country United States

Situation Latitude 41.58° N Longitude -71.91° W
Time defined as Legal Time Time zone UT-5 Altitude 65 m

Albedo 0.20

Meteo data: Voluntown Road MeteoNorm file - Synthetic

Simulation variant: Pepaug - 1 MW - Stamford

Simulation date 22/07/19 10h03

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

**Sheds configuration** Nb. of sheds 26 Unlimited sheds

Sheds spacing 7.05 m Collector width 4.02 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 26.7° Ground cov. Ratio (GCR) 57.0 %

Models used Transposition Perez Diffuse Perez, Meteonorm

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 125 strings
Total number of PV modules Nb. modules 3125 Unit Nom. Power 400 Wp

Array global power Nominal (STC) 1250 kWp At operating cond. 1140 kWp (50°C)

Array operating characteristics (50°C) U mpp 920 V I mpp 1239 A
Total area Module area 6477 m² Cell area 5812 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac Inverter pack Nb. of inverters 6 units Total Power 999 kWac

Pnom ratio 1.25

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 3.1 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
7.9%	7.8%	4.0%	1.3%	1.1%	1.1%	1.1%	1.1%	1.2%	1.0%	1.4%	8.4%

Thermal Loss factor Uc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 12 mOhm Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 0.1 %

Module Quality Loss

Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP



Ecos Energy (United States)

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# Pepaug Solar (1 MWac) City of Stamford

## Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x2000.0 mm² 5 m Loss Fraction 0.0 % at STC External transformer Iron loss (Night disconnect) 1225 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 4.7 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



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#### Pepaug Solar (1 MWac) City of Stamford

Grid-Connected System: Main results

Project: Voluntown Road

Simulation variant: Pepaug - 1 MW - Stamford

Main system parameters

PV Field Orientation
PV modules
PV Array
Inverter
Inverter pack

System type **Unlimited sheds**Sheds disposition, tilt 25°

Model LG400N2W-A5

Nb. of modules 3125

Model PVS-166-TL-US

Nb. of modules 3125

Model PVS-166-TL-US

Nb. of units 6.0

Unlimited load (grid)

azimuth 0° Pnom 400 Wp

Pnom total Pnom total

Main simulation results

System Production

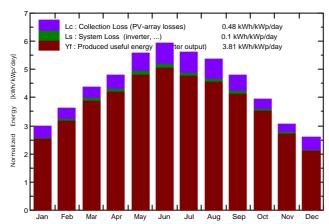
User's needs

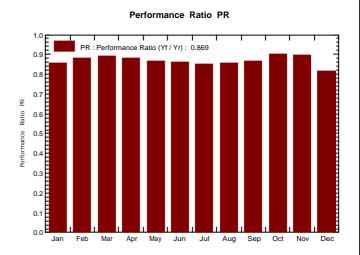
**Produced Energy** 1739 MWh/year Performance Ratio PR 86.92 %

Specific prod.

1391 kWh/kWp/year

Normalized productions (per installed kWp): Nominal power 1250 kWp





Pepaug - 1 MW - Stamford Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
January	58.0	23.29	-2.33	92.2	78.1	101.1	98.7	0.857
February	73.7	35.35	-1.04	101.5	88.8	114.5	111.8	0.881
March	112.0	54.79	3.09	135.2	123.4	154.8	151.1	0.894
April	133.7	72.56	8.84	143.9	134.0	162.2	158.3	0.880
May	170.9	81.04	13.90	172.7	161.5	191.9	187.1	0.867
June	181.1	85.19	18.87	177.1	165.4	195.8	190.9	0.862
July	175.7	89.18	21.94	174.0	162.4	190.1	185.4	0.852
August	158.1	81.20	21.84	165.9	154.9	181.7	177.2	0.855
September	124.4	60.12	17.44	143.3	134.2	159.3	155.5	0.868
October	93.1	43.14	11.33	122.3	115.4	141.0	137.5	0.900
November	61.2	28.10	6.62	91.7	84.1	105.2	102.7	0.897
December	49.8	22.87	0.70	81.0	66.1	84.8	82.8	0.818
Year	1391.9	676.83	10.16	1600.7	1468.4	1782.6	1739.1	0.869

Legends:

GlobHor DiffHor T Amb

GlobInc

Horizontal global irradiation Horizontal diffuse irradiation Ambient Temperature Global incident in coll. plane GlobEff EArray E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array

Energy injected into grid Performance Ratio



Ecos Energy (United States)

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#### Pepaug Solar (1 MWac) City of Stamford

Grid-Connected System: Loss diagram

Project: Voluntown Road

Simulation variant : Pepaug - 1 MW - Stamford

Main system parameters System type Unlimited sheds

PV Field Orientation Sheds disposition, tilt 25° azimuth 0° PV modules Model LG400N2W-A5 Pnom 400 Wp PV Array Nb. of modules 3125 Pnom total **1250 kWp** 

Inverter pack

Nb. of modules 3125

Phorn total 1250 kWp

107 kW ac

108 kWp

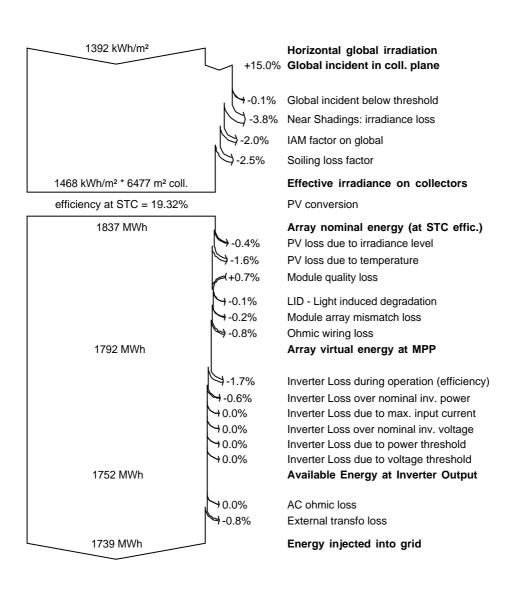
109 kW ac

109 kW ac

109 kW ac

User's needs Unlimited load (grid)

#### Loss diagram over the whole year





Ecos Energy (United States)

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### Pequabu Solar (2 MWac)

City of Stamford

Grid-Connected System: Simulation parameters

Project: Voluntown Road

Geographical Site Voluntown Road Country United States

Situation Latitude 41.58° N Longitude -71.91° W
Time defined as Legal Time Time zone UT-5 Altitude 65 m

Albedo 0.20

Meteo data: Voluntown Road MeteoNorm file - Synthetic

Simulation variant : Pequabu - Stamford - 2MWac

Simulation date 19/07/19 13h30

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

Sheds configuration Nb. of sheds 26 Unlimited sheds

Sheds spacing 7.05 m Collector width 4.02 m

Inactive band Top 0.02 m Bottom 0.02 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 26.7° Ground cov. Ratio (GCR) 57.0 %

Models used Transposition Perez Diffuse Perez, Meteonorm

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 250 strings Total number of PV modules Nb. modules 6250 Unit Nom. Power 400 Wp

Array global power Nominal (STC) **2500 kWp** At operating cond. 2280 kWp (50°C)

Array operating characteristics (50°C)

U mpp
920 V
I mpp
2479 A
Total area

Module area
12954 m²
Cell area
11624 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac

Inverter pack Nb. of inverters 12 units Total Power 1998 kWac

Pnom ratio 1.25

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 3.1 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
7.9%	7.8%	4.0%	1.3%	1.1%	1.1%	1.1%	1.1%	1.2%	1.0%	1.4%	8.4%

Thermal Loss factor Uc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 6.1 mOhm Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 0.1 %

Module Quality Loss

Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP



Ecos Energy (United States)

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# Pequabu Solar (2 MWac) City of Stamford

Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

External transformer

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x2000.0 mm² 5 m Loss Fraction 0.0 % at STC Iron loss (Night disconnect) 2451 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 2.4 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



Ecos Energy (United States)

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#### Pequabu Solar (2 MWac) City of Stamford

Grid-Connected System: Main results

**Voluntown Road** Project:

Simulation variant: Pequabu - Stamford - 2MWac

Main system parameters

**PV Field Orientation** PV modules PV Array Inverter Inverter pack

System type **Unlimited sheds** Sheds disposition, tilt 25°

Model LG400N2W-A5 Nb. of modules 6250 Model PVS-166-TL-US

Nb. of units 12.0 Unlimited load (grid)

azimuth ٥°

400 Wp Pnom Pnom total 2500 kWp Pnom 167 kW ac Pnom total 1998 kW ac

Main simulation results

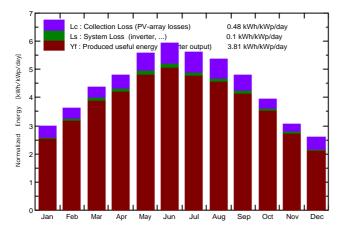
System Production

User's needs

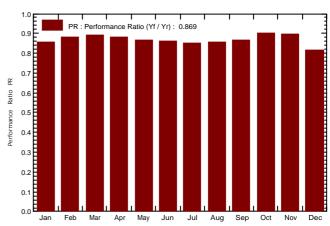
**Produced Energy** 3478 MWh/year Specific prod. 1391 kWh/kWp/year

Performance Ratio PR 86.91 %

#### Normalized productions (per installed kWp): Nominal power 2500 kWp



#### Performance Ratio PR



#### Pequabu - Stamford - 2MWac Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
January	58.0	23.29	-2.33	92.2	78.1	202.3	197.4	0.857
February	73.7	35.35	-1.04	101.5	88.8	229.0	223.7	0.881
March	112.0	54.79	3.09	135.2	123.4	309.7	302.2	0.894
April	133.7	72.56	8.84	143.9	134.0	324.5	316.6	0.880
May	170.9	81.04	13.90	172.7	161.5	383.9	374.2	0.867
June	181.1	85.19	18.87	177.1	165.4	391.5	381.8	0.862
July	175.7	89.18	21.94	174.0	162.4	380.2	370.7	0.852
August	158.1	81.20	21.84	165.9	154.9	363.4	354.3	0.855
September	124.4	60.12	17.44	143.3	134.2	318.7	311.0	0.868
October	93.1	43.14	11.33	122.3	115.4	282.0	275.1	0.900
November	61.2	28.10	6.62	91.7	84.1	210.5	205.5	0.897
December	49.8	22.87	0.70	81.0	66.1	169.6	165.6	0.818
Year	1391.9	676.83	10.16	1600.7	1468.4	3565.3	3478.1	0.869

Legends:

GlobHor DiffHor T Amb

GlobInc

Horizontal global irradiation Horizontal diffuse irradiation Ambient Temperature Global incident in coll. plane GlobEff **EArray** E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array

Energy injected into grid Performance Ratio



Inverter

Inverter pack

PVSYST V6.75

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400 Wp

2500 kWp

167 kW ac

1998 kW ac

azimuth

Pnom

Pnom

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#### Pequabu Solar (2 MWac) City of Stamford

Grid-Connected System: Loss diagram

Project: Voluntown Road

Simulation variant: Pequabu - Stamford - 2MWac

Main system parameters **Unlimited sheds** System type

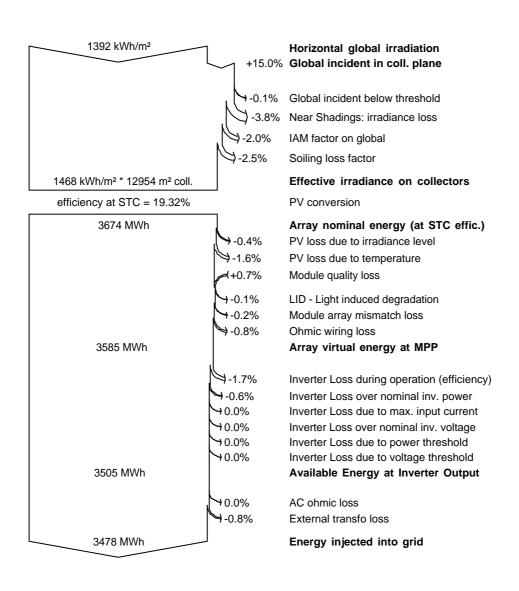
**PV Field Orientation** Sheds disposition, tilt 25° PV modules Model LG400N2W-A5

Nb. of modules PV Array 6250

Pnom total Model PVS-166-TL-US Nb. of units Pnom total 12.0

User's needs Unlimited load (grid)

#### Loss diagram over the whole year



Ecos Energy (United States)

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#### Washington Solar (1 MW ac) City of Stamford

Grid-Connected System: Simulation parameters

Project: Fisk Solar

Geographical Site Hampton CT Country United States

Situation Latitude 41.77° N Longitude -72.09° W Time defined as Legal Time Time zone UT-5 Altitude 200 m

Albedo 0.20

Meteo data: Hampton CT Meteonorm 7.2 (1991-2005), Sat=18% - Synthetic

Simulation variant: Washington Solar - Stamford - 1 MWac

Simulation date 19/07/19 13h47

Simulation parameters System type Unlimited sheds

Collector Plane Orientation Tilt 25° Azimuth 0°

**Sheds configuration** Nb. of sheds 50 Unlimited sheds

Sheds spacing 6.70 m Collector width 4.01 m

Inactive band Top 0.02 m Bottom 0.02 m Shading limit angle Limit profile angle 29.2° Ground cov. Ratio (GCR) 59.9 %

Models used Transposition Perez Diffuse Perez, Meteonorm

**Horizon** Free Horizon

Near Shadings Mutual shadings of sheds

**PV Array Characteristics** 

PV module Si-mono Model LG400N2W-A5
Custom parameters definition Manufacturer LG Electronics

Number of PV modules In series 25 modules In parallel 128 strings Total number of PV modules Nb. modules 3200 Unit Nom. Power 400 Wp

Array global power Nominal (STC) 1280 kWp At operating cond. 1167 kWp (50°C)

Array operating characteristics (50°C) U mpp 920 V I mpp 1269 A
Total area Module area 6632 m² Cell area 5951 m²

Inverter Model PVS-166-TL-US

Custom parameters definition Manufacturer ABB

Characteristics Operating Voltage 650-1350 V Unit Nom. Power 167 kWac Inverter pack Nb. of inverters 6 units Total Power 999 kWac Pnom ratio 1.28

**PV Array loss factors** 

Array Soiling Losses Average loss fraction 4.6 %

Dec. Feb. Mar May June July Aug. Sep. Oct. Nov. Jan. Apr. 18.6% 9.4% 5.7% 3.4% 1.0% 1.0% 1.0% 1.0% 1.0% 2.0% 2.6% 8.1%

Thermal Loss factor Uc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 12 mOhm Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 0.1 %

Module Quality Loss

Loss Fraction -0.7 %

Module Mismatch Losses Loss Fraction 0.2 % at MPP

Strings Mismatch loss Loss Fraction 0.10 %



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#### Washington Solar (1 MW ac) City of Stamford

## Grid-Connected System: Simulation parameters

Incidence effect (IAM): User defined IAM profile

0°	25°	45°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.997	0.953	0.912	0.859	0.753	0.494	0.000

**System loss factors** 

AC wire loss inverter to transfo Inverter voltage 800 Vac tri

Wires: 3x10000.0 mm² 5 m Loss Fraction 0.0 % at STC External transformer Iron loss (Night disconnect) 1255 W Loss Fraction 0.1 % at STC Resistive/Inductive losses 4.6 mOhm Loss Fraction 0.9 % at STC

User's needs: Unlimited load (grid)



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#### Washington Solar (1 MW ac) City of Stamford

Grid-Connected System: Main results

Project: Fisk Solar

Simulation variant: Washington Solar - Stamford - 1 MWac

Main system parameters

PV Field Orientation
PV modules
PV Array
Inverter
Inverter pack

System type Unlimited sheds
Sheds disposition, tilt 25°

Model LG400N2W-A5
Nb. of modules 3200
Model PVS-166-TL-US

Nb. of units 6.0
Unlimited load (grid)

azimuth 0°

Pnom total 400 Wp
Pnom total 1280 kWp
Pnom 167 kW ac
Pnom total 999 kW ac

Main simulation results

System Production

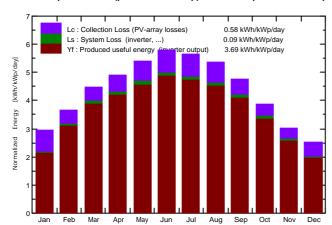
User's needs

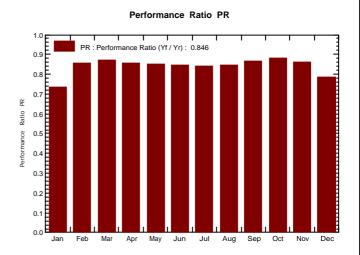
**Produced Energy** 1726 MWh/year Performance Ratio PR 84.58 %

Specific prod. 134

1348 kWh/kWp/year

Normalized productions (per installed kWp): Nominal power 1280 kWp





#### Washington Solar - Stamford - 1 MWac Balances and main results

	GlobHor	DiffHor	T Amb	Globinc	GlobEff	EArray	E_Grid	PR
	kWh/m²	kWh/m²	°C	kWh/m²	kWh/m²	MWh	MWh	
January	57.5	23.15	-3.04	91.0	66.0	87.8	85.7	0.735
February	74.2	31.53	-1.66	102.5	87.9	115.3	112.5	0.858
March	113.7	51.84	2.71	139.0	124.6	159.2	155.3	0.873
April	135.7	64.52	8.82	147.3	134.5	165.8	161.7	0.858
May	167.3	74.78	13.90	167.3	156.2	186.8	182.1	0.851
June	177.9	80.63	18.91	173.4	161.7	192.5	187.7	0.846
July	176.9	75.95	21.73	175.4	164.1	193.3	188.4	0.839
August	158.4	74.33	21.59	166.3	155.6	184.8	180.1	0.846
September	124.3	62.27	17.06	143.1	133.8	162.3	158.4	0.864
October	91.5	42.99	10.84	119.5	110.9	137.8	134.5	0.879
November	60.2	28.62	5.95	90.6	79.9	102.6	100.2	0.864
December	48.7	23.89	-0.14	78.6	61.5	81.1	79.2	0.787
Year	1386.4	634.51	9.78	1594.1	1436.7	1769.3	1725.9	0.846

Legends: G

GlobHor DiffHor T Amb

GlobInc

Horizontal global irradiation Horizontal diffuse irradiation Ambient Temperature Global incident in coll. plane GlobEff EArray E\_Grid

PR

Effective Global, corr. for IAM and shadings Effective energy at the output of the array Energy injected into grid

Performance Ratio



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azimuth

Pnom

400 Wp

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#### Washington Solar (1 MW ac) City of Stamford

Grid-Connected System: Loss diagram

Project: Fisk Solar

Simulation variant: Washington Solar - Stamford - 1 MWac

Main system parameters System type Unlimited sheds

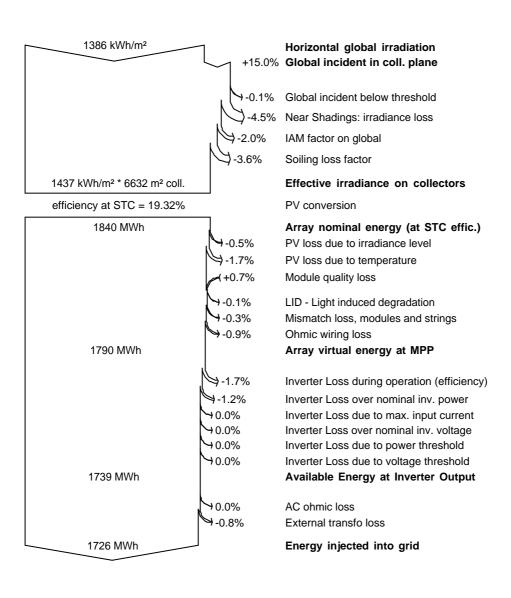
PV Field Orientation Sheds disposition, tilt 25°
PV modules Model LG400N2W-A5

PV Array
Inverter

Nb. of modules 3200
Pnom total 1280 kWp
PVS-166-TL-US
Pnom total 1280 kWp
PVS-166-TL-US
Pnom total 999 kW ac

User's needs Unlimited load (grid)

#### Loss diagram over the whole year



# Attachment C VNM Cost/Savings Analysis

Fixed SPSA Rate @ 9 cents

VNM Credit Rate at Current Rates Fixed for 20 Years

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

ASSUMPTIONS	
CLIENT NAME	
PPA Type	Fixed
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.090
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Current Generation VNM Credit (\$/kWh)	\$0.0964
Annual Generation Rate Increase (%)	0.00%
Current Total VNM Credit (\$/kWh)	\$0.1568
SUMMARY	
Average Savings Per Year (\$)	\$0.039
Average Savings Per kWh (%)	30%
Total Savings (\$)	\$1,291,734

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	VNM CREDIT RATE TOTAL VNM (\$/kWh) CREDITS (\$)		ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.090	\$155,520	\$0.157	\$271,572	\$116,052	\$116,052
2	1,719,360	\$0.090	\$154,742	\$0.142	\$244,115	\$89,372	\$205,425
3	1,710,763	\$0.090	\$153,969	\$0.127	\$216,925	\$62,956	\$268,381
4	1,702,209	\$0.090	\$153,199	\$0.127	\$215,840	\$62,641	\$331,022
5	1,693,698	\$0.090	\$152,433	\$0.127	\$214,761	\$62,328	\$393,350
6	1,685,230	\$0.090	\$151,671	\$0.127	\$213,687	\$62,016	\$455,367
7	1,676,804	\$0.090	\$150,912	\$0.127	\$212,619	\$61,706	\$517,073
8	1,668,420	\$0.090	\$150,158	\$0.127	\$211,556	\$61,398	\$578,471
9	1,660,078	\$0.090	\$149,407	\$0.127 \$210,498		\$61,091	\$639,562
10	1,651,777	\$0.090	\$148,660	\$0.127 \$209,445		\$60,785	\$700,347
11	1,643,518	\$0.090	\$147,917	\$0.127 \$208,398		\$60,481	\$760,829
12	1,635,301	\$0.090	\$147,177	\$0.127	\$207,356	\$60,179	\$821,008
13	1,627,124	\$0.090	\$146,441	\$0.127	\$206,319	\$59,878	\$880,886
14	1,618,989	\$0.090	\$145,709	\$0.127	\$205,288	\$59,579	\$940,465
15	1,610,894	\$0.090	\$144,980	\$0.127	\$204,261	\$59,281	\$999,746
16	1,602,839	\$0.090	\$144,256	\$0.127	\$203,240	\$58,984	\$1,058,730
17	1,594,825	\$0.090	\$143,534	\$0.127	\$202,224	\$58,690	\$1,117,420
18	1,586,851	\$0.090	\$142,817	\$0.127	\$201,213	\$58,396	\$1,175,816
19	1,578,917	\$0.090	\$142,102	\$0.127	\$200,207	\$58,104	\$1,233,920
20	1,571,022	\$0.090	\$141,392	\$0.127	\$199,206	\$57,814	\$1,291,734
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.090	\$2,966,996	\$0.129	\$4,255,232	\$1,291,734	\$1,291,734

**Current Tariff Rates** 

<sup>\*</sup> Allco Renewable Energy and Ecos Energy LLC make no representations or guarantees regarding the accuracy of the information provided above nor does it guarantee any savings in connection with entering into a net metering purchase agreement under the Virtual Net Metering Program. Any potential savings will need to be determined by the City of Stamford.

Floating SPSA Rate Discounted at 25%

VNM Credit Rate at Current Rates Fixed for 20 Years

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

ASSUMPTIONS	
CLIENT NAME	
PPA Type	Filoating Rate
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.122
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
VNM Credit Cap	\$270,881
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Current Generation VNM Credit (\$/kWh)	\$0.0964
Annual Generation Rate Increase (%)	0.00%
Current Total VNM Credit (\$/kWh)	\$0.1568
SUMMARY	
Average Savings Per Year (\$)	\$0.032
Average Savings Per kWh (%)	25%
Total Savings (\$)	\$1,063,991

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	VNM CREDIT RATE (\$/kWh)	TOTAL VNM CREDITS (\$)	ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.118	\$203,679	\$0.157	\$270,881	\$67,202	\$67,202
2	1,719,360	\$0.106	\$183,086	\$0.142	\$244,115	\$61,029	\$128,231
3	1,710,763	\$0.095	\$162,694	\$0.127	\$216,925	\$54,231	\$182,462
4	1,702,209	\$0.095	\$161,880	\$0.127	\$215,840	\$53,960	\$236,422
5	1,693,698	\$0.095	\$161,071	\$0.127	\$214,761	\$53,690	\$290,112
6	1,685,230	\$0.095	\$160,265	\$0.127	\$213,687	\$53,422	\$343,534
7	1,676,804	\$0.095	\$159,464	\$0.127	\$212,619	\$53,155	\$396,689
8	1,668,420	\$0.095	\$158,667	\$0.127	\$211,556	\$52,889	\$449,577
9	1,660,078	\$0.095	\$157,873	\$0.127 \$210,498		\$52,624	\$502,202
10	1,651,777	\$0.095	\$157,084	\$0.127 \$209,445		\$52,361	\$554,563
11	1,643,518	\$0.095	\$156,299	\$0.127 \$208,398		\$52,100	\$606,663
12	1,635,301	\$0.095	\$155,517	\$0.127 \$207,356 \$51,839		\$51,839	\$658,502
13	1,627,124	\$0.095	\$154,740	\$0.127	\$206,319	\$51,580	\$710,082
14	1,618,989	\$0.095	\$153,966	\$0.127	\$205,288	\$51,322	\$761,404
15	1,610,894	\$0.095	\$153,196	\$0.127	\$204,261	\$51,065	\$812,469
16	1,602,839	\$0.095	\$152,430	\$0.127	\$203,240	\$50,810	\$863,279
17	1,594,825	\$0.095	\$151,668	\$0.127	\$202,224	\$50,556	\$913,835
18	1,586,851	\$0.095	\$150,910	\$0.127	\$201,213	\$50,303	\$964,138
19	1,578,917	\$0.095	\$150,155	\$0.127	\$200,207	\$50,052	\$1,014,190
20	1,571,022	\$0.095	\$149,404	\$0.127	\$199,206	\$49,801	\$1,063,991
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.097	\$3,194,047	\$0.129	\$4,255,232	\$1,063,991	\$1,063,991

**Current Tariff Rates** 

<sup>\*</sup> Allco Renewable Energy Limited and Ecos Energy LLC make no representations or guarantees regarding the accuracy of the information provided above nor does it guarantee any savings in connection with entering into a net metering purchase agreement under the Virtual Net Metering Program. Any potential savings will need to be determined by the City of Stamford

#### Fixed SPSA Rate @ 9 cents

VNM Credit Rate at 15.68 cents in Year 1 and \$0.20 Fixed for Years 2-20

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

ASSUMPTIONS	
CLIENT NAME	
PPA Type	Fixed
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.090
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
VNM Cap (\$)	\$271,572
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Year 1 Current Generation VNM Credit (\$/kWh)	\$0.0964
Year 2-20 Current Generation VNM Credit (\$/kWh)	\$0.1397
Annual Generation Rate Increase (%)	0.00%
Year 1 Total VNM Credit (\$/kWh)	\$0.1568
Year 2-20 Total VNM Credit (\$/kWh)	\$0.2000
SUMMARY	
Average Savings Per Year (\$)	\$0.0802
Average Savings Per kWh (%)	47%
Total Savings (\$)	\$2,454,792

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	VNM CREDIT RATE TOTAL VN (\$/kWh) CREDITS		ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.090	\$155,520	\$0.157	\$271,572	\$116,052	\$116,052
2	1,719,360	\$0.090	\$154,742	\$0.185	\$271,572	\$116,830	\$232,883
3	1,710,763	\$0.090	\$153,969	\$0.170	\$271,572	\$117,604	\$350,486
4	1,702,209	\$0.090	\$153,199	\$0.170	\$271,572	\$118,374	\$468,860
5	1,693,698	\$0.090	\$152,433	\$0.170	\$271,572	\$119,140	\$588,000
6	1,685,230	\$0.090	\$151,671	\$0.170	\$271,572	\$119,902	\$707,901
7	1,676,804	\$0.090	\$150,912	\$0.170	\$271,572	\$120,660	\$828,562
8	1,668,420	\$0.090	\$150,158	\$0.170	\$271,572	\$121,415	\$949,976
9	1,660,078	\$0.090	\$149,407	\$0.170	\$271,572	\$122,165	\$1,072,142
10	1,651,777	\$0.090	\$148,660	\$0.170	\$271,572	\$122,913	\$1,195,054
11	1,643,518	\$0.090	\$147,917	\$0.170	\$271,572	\$123,656	\$1,318,710
12	1,635,301	\$0.090	\$147,177	\$0.170	\$271,572	\$124,395	\$1,443,106
13	1,627,124	\$0.090	\$146,441	\$0.170	\$271,572	\$125,131	\$1,568,237
14	1,618,989	\$0.090	\$145,709	\$0.170	\$271,572	\$125,864	\$1,694,100
15	1,610,894	\$0.090	\$144,980	\$0.170	\$271,572	\$126,592	\$1,820,692
16	1,602,839	\$0.090	\$144,256	\$0.170	\$271,572	\$127,317	\$1,948,009
17	1,594,825	\$0.090	\$143,534	\$0.170	\$271,184	\$127,650	\$2,075,659
18	1,586,851	\$0.090	\$142,817	\$0.170	\$269,828	\$127,012	\$2,202,671
19	1,578,917	\$0.090	\$142,102	\$0.170	\$268,479	\$126,376	\$2,329,047
20	1,571,022	\$0.090	\$141,392	\$0.170	\$267,137	\$125,745	\$2,454,792
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.090	\$2,966,996	\$0.1702	\$5,609,435	\$2,454,792	\$2,454,792

**Current Tariff Rates** 

<sup>\*</sup> Allco Renewable Energy and Ecos Energy LLC make no representations or guarantees regarding the accuracy of the information provided above nor does it guarantee any savings in connection with entering into a net metering purchase agreement under the Virtual Net Metering Program. Any potential savings will need to be determined by the City of Stamford.

Floating Rate Discounted at 25% of VNM Credit Rate

VNM Credit Rate at 15.67 cents for Year 1 and 20 cents Fixed for Years 2 - 20

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

ASSUMPTIONS	
CLIENT NAME	
PPA Type	Floating Rate
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.156
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
VNM Cap (\$)	\$271,503
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Year 1 Generation VNM Credit (\$/kWh)	\$0.0964
Year 2-20 Generation VNM Credit (\$/kWh)	\$0.1397
Annual Generation Rate Increase (%)	0.00%
Year 1 Total VNM Credit (\$/kWh)	\$0.1567
Year 2-20 Total VNM Credit (\$/kWh)	\$0.2000
SUMMARY	
Average Savings Per Year (\$)	\$0.043
Average Savings Per kWh (%)	25%
Total Savings (\$)	\$1,213,618

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	VNM CREDIT  RATE TOTAL VNM (\$/kWh) CREDITS (\$)		ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.118	\$203,628	\$0.157	\$271,503 \$67,876		\$67,876
2	1,719,360	\$0.139	\$238,845	\$0.185	\$271,503	\$32,658	\$100,534
3	1,710,763	\$0.128	\$218,174	\$0.170	\$271,503	\$53,330	\$153,864
4	1,702,209	\$0.128	\$217,083	\$0.170	\$271,503	\$54,421	\$208,285
5	1,693,698	\$0.128	\$215,997	\$0.170	\$271,503	\$55,506	\$263,791
6	1,685,230	\$0.128	\$214,917	\$0.170	\$271,503	\$56,586	\$320,377
7	1,676,804	\$0.128	\$213,843	\$0.170	\$271,503	\$57,661	\$378,037
8	1,668,420	\$0.128	\$212,774	\$0.170	\$271,503	\$58,730	\$436,767
9	1,660,078	\$0.128	\$211,710	\$0.170 \$271,503		\$59,794	\$496,561
10	1,651,777	\$0.128	\$210,651	\$0.170 \$271,503		\$60,852	\$557,413
11	1,643,518	\$0.128	\$209,598	\$0.170 \$271,503 \$61,905		\$61,905	\$619,318
12	1,635,301	\$0.128	\$208,550	\$0.170	\$0.170 \$271,503 \$62,953		\$682,272
13	1,627,124	\$0.128	\$207,507	\$0.170	\$271,503	\$63,996	\$746,268
14	1,618,989	\$0.128	\$206,470	\$0.170	\$271,503	\$65,034	\$811,302
15	1,610,894	\$0.128	\$205,437	\$0.170	\$271,503	\$66,066	\$877,368
16	1,602,839	\$0.128	\$204,410	\$0.170	\$271,503	\$67,093	\$944,461
17	1,594,825	\$0.128	\$203,388	\$0.170	\$271,184	\$67,796	\$1,012,257
18	1,586,851	\$0.128	\$202,371	\$0.170	\$269,828	\$67,457	\$1,079,714
19	1,578,917	\$0.128	\$201,359	\$0.170	\$268,479	\$67,120	\$1,146,834
20	1,571,022	\$0.128	\$200,352	\$0.170	\$267,137	\$66,784	\$1,213,618
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.128	\$4,207,063	\$0.170	\$5,609,369	\$1,213,618	\$1,213,618

Current Tariff Rates
\*Allco Renewable Energy Limited
and Ecos Energy LLC make no

#### Fixed SPSA Rate @ 9 cents

VNM Credit Rate at 15.67 cents in year 1 and 7 cents Fixed for Years 2 - 20

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings (or in this case loss) opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

ASSUMPTIONS	
ASSUMPTIONS	
CLIENT NAME	
PPA Type	Fixed
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.090
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
VNM Cap (\$)	\$271,503
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Year 1 Generation VNM Credit (\$/kWh)	\$0.0964
Year 2-20 Generation VNM Credit (\$/kWh)	\$0.0097
Annual Generation Rate Increase (%)	0.00%
Year 1 Total VNM Credit Rate (\$/kWh)	\$0.1567
Year 2-20 Total VNM Credit Rate (\$/kWh)	\$0.0700
SUMMARY	
Average Savings Per Year (\$)	-\$0.043
Average Savings Per kWh (%)	-93%
Total Savings (\$)	-\$1,418,598

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	VNM CREDIT  RATE TOTAL VNM (\$/kWh) CREDITS (\$)		ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.090	\$155,520	\$0.157	\$271,503	\$115,983	\$115,983
2	1,719,360	\$0.090	\$154,742	\$0.055	\$94,943	-\$59,799	\$56,184
3	1,710,763	\$0.090	\$153,969	\$0.040	\$68,499	-\$85,470	-\$29,286
4	1,702,209	\$0.090	\$153,199	\$0.040	\$68,156	-\$85,042	-\$114,328
5	1,693,698	\$0.090	\$152,433	\$0.040	\$67,816	-\$84,617	-\$198,945
6	1,685,230	\$0.090	\$151,671	\$0.040	\$67,477	-\$84,194	-\$283,139
7	1,676,804	\$0.090	\$150,912	\$0.040	\$67,139	-\$83,773	-\$366,912
8	1,668,420	\$0.090	\$150,158	\$0.040	\$66,804	-\$83,354	-\$450,267
9	1,660,078	\$0.090	\$149,407	\$0.040 \$66,470		-\$82,937	-\$533,204
10	1,651,777	\$0.090	\$148,660	\$0.040 \$66,137		-\$82,523	-\$615,727
11	1,643,518	\$0.090	\$147,917	\$0.040 \$65,806		-\$82,110	-\$697,837
12	1,635,301	\$0.090	\$147,177	\$0.040 \$65,477 -\$81,700		-\$81,700	-\$779,537
13	1,627,124	\$0.090	\$146,441	\$0.040	\$65,150	-\$81,291	-\$860,828
14	1,618,989	\$0.090	\$145,709	\$0.040	\$64,824	-\$80,885	-\$941,713
15	1,610,894	\$0.090	\$144,980	\$0.040	\$64,500	-\$80,480	-\$1,022,193
16	1,602,839	\$0.090	\$144,256	\$0.040	\$64,178	-\$80,078	-\$1,102,271
17	1,594,825	\$0.090	\$143,534	\$0.040	\$63,857	-\$79,677	-\$1,181,948
18	1,586,851	\$0.090	\$142,817	\$0.040	\$63,538	-\$79,279	-\$1,261,227
19	1,578,917	\$0.090	\$142,102	\$0.040	\$63,220	-\$78,883	-\$1,340,110
20	1,571,022	\$0.090	\$141,392	\$0.040	\$62,904	-\$78,488	-\$1,418,598
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.090	\$2,966,996	\$0.047	\$1,537,992	-\$1,418,598	-\$1,418,598

**Current Tariff Rates** 

<sup>\*</sup> Allco Renewable Energy and Ecos Energy LLC make no representations or guarantees regarding the accuracy of the information provided above nor does it guarantee any savings in connection with entering into a net metering purchase agreement under the Virtual Net Metering Program. Any potential savings will need to be determined by the City of Stamford.

Floating SPSA Rate Discounted at 25% from VNM Credit Rate VNM Credit Rate at 15.67 cents in year 1 and 7 cents fixed for Years 2-20

## **Connecticut Virtual Net Metering - City of Stamford**

The information below provides details on the potential savings opportunity with a Power Purchase Agreement (PPA) with the CT Virtual Net Metering (VNM) program.\*

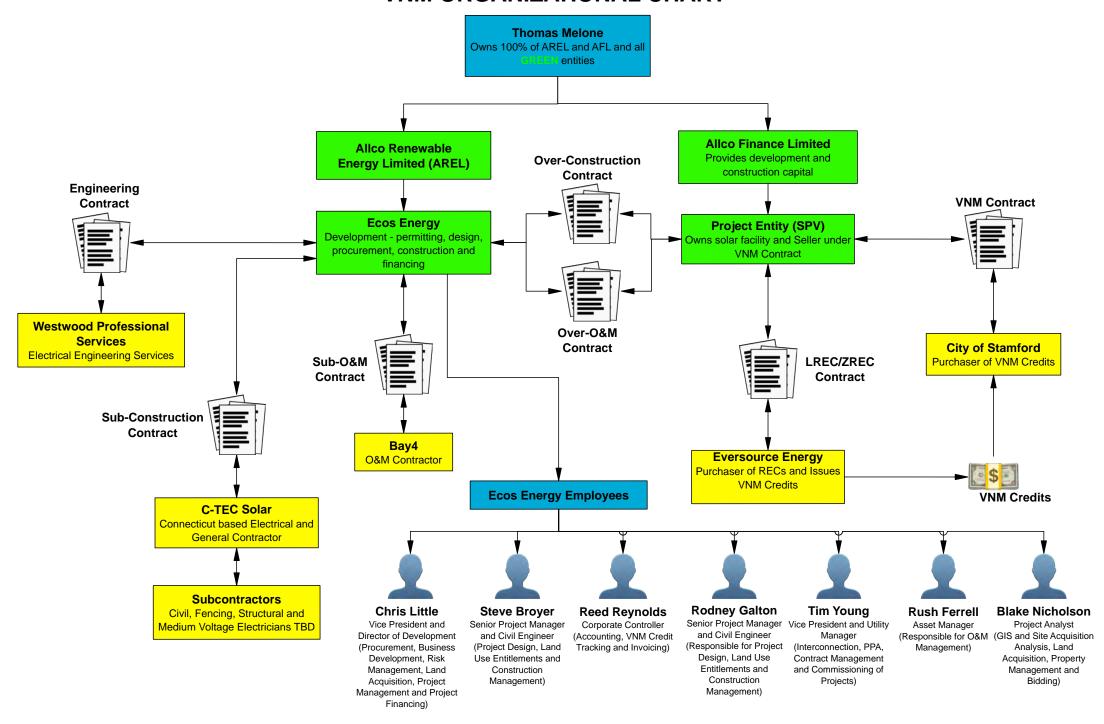
ASSUMPTIONS	
CLIENT NAME	
PPA Type	Floating Rate
System Size (wDC)	1,280,000
System Size (MWDC)	1.28
System Output Year 1 (kWh)	1,728,000
Annual System Degradation (%)	0.5%
Production Factor (kWh/kW)	1,350
Total Out-of-Pocket Costs (\$)	\$0
PPA TERMS	
PPA Price - Year 1 (\$/kWh)	\$0.055
PPA Escalator (%)	0.00%
PPA Length (Years)	20
EVERSOURCE VIRTUAL NET METERING (VNM) RATES	
VNM Cap (\$)	\$271,503
Current T&D VNM Credit (\$/kWh)	\$0.0759
Year 1 T&D VNM Credit at 80%	\$0.0607
Year 1 Offset % of T&D Charges (%)	80%
Year 2 Offset % of T&D Charges (%)	60%
Year 3 Offset % of T&D Charges (%)	40%
Annual T&D Rate Increase (%)	0.00%
Year 1 Generation VNM Credit (\$/kWh)	\$0.0964
Year 2-20 Generation VNM Credit (\$/kWh)	\$0.0097
Annual Generation Rate Increase (%)	0.00%
Year 1 Total VNM Credit (\$/kWh)	\$0.1567
Year 2-20 Total VNM Credit (\$/kWh)	\$0.0700
SUMMARY	
Average Savings Per Year (\$)	\$0.010
Average Savings Per kWh (%)	22%
Total Savings (\$)	\$340,647

YEAR	SOLAR OUTPUT (kWh)	SOLAR PPA ELECTRIC RATE (\$/kWh)	TOTAL SOLAR PPA PAYMENTS (\$)	AR PPA VNM CREDIT  MENTS RATE TOTAL VNM		ANNUAL SAVINGS W/SOLAR (\$)	TOTAL SAVINGS W/SOLAR (\$)
1	1,728,000	\$0.123	\$211,773	\$0.157	\$271,503	\$59,731	\$59,731
2	1,719,360	\$0.043	\$74,056	\$0.055	\$94,943	\$20,887	\$80,618
3	1,710,763	\$0.031	\$53,429	\$0.040	\$68,499	\$15,070	\$95,688
4	1,702,209	\$0.031	\$53,162	\$0.040	\$68,156	\$14,994	\$110,682
5	1,693,698	\$0.031	\$52,896	\$0.040	\$67,816	\$14,919	\$125,602
6	1,685,230	\$0.031	\$52,632	\$0.040	\$67,477	\$14,845	\$140,447
7	1,676,804	\$0.031	\$52,369	\$0.040	\$67,139	\$14,771	\$155,217
8	1,668,420	\$0.031	\$52,107	\$0.040	\$66,804	\$14,697	\$169,914
9	1,660,078	\$0.031	\$51,846	\$0.040 \$66,470		\$14,623	\$184,537
10	1,651,777	\$0.031	\$51,587	\$0.040	\$66,137	\$14,550	\$199,088
11	1,643,518	\$0.031	\$51,329	\$0.040	\$65,806	\$14,477	\$213,565
12	1,635,301	\$0.031	\$51,072	\$0.040 \$65,477 \$14,405		\$14,405	\$227,970
13	1,627,124	\$0.031	\$50,817	\$0.040 \$65,150		\$14,333	\$242,303
14	1,618,989	\$0.031	\$50,563	\$0.040	\$64,824	\$14,261	\$256,564
15	1,610,894	\$0.031	\$50,310	\$0.040	\$64,500	\$14,190	\$270,754
16	1,602,839	\$0.031	\$50,059	\$0.040	\$64,178	\$14,119	\$284,874
17	1,594,825	\$0.031	\$49,808	\$0.040	\$63,857	\$14,048	\$298,922
18	1,586,851	\$0.031	\$49,559	\$0.040	\$63,538	\$13,978	\$312,900
19	1,578,917	\$0.031	\$49,311	\$0.040	\$63,220	\$13,908	\$326,809
20	1,571,022	\$0.031	\$49,065	\$0.040	\$62,904	\$13,839	\$340,647
21	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
22	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
23	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
24	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
25	0	\$0.000	\$0	\$0.000	\$0	\$0	\$0
Totals	32,966,618	\$0.036	\$1,207,750	\$0.047	\$1,537,992	\$340,647	\$340,647

**Current Tariff Rates** 

<sup>\*</sup> Allco Renewable Energy Limited and Ecos Energy LLC make no representations or guarantees regarding the accuracy of the information provided above nor does it guarantee any savings in connection with entering into a net metering purchase agreement under the Virtual Net Metering Program. Any potential savings will need to be determined by the City of Stamford.

# ATTACHMENT D VNM ORGANIZATIONAL CHART



# Attachment E Project Schedules

## **Barrow Solar**



Task Name	Sta	tus D	uration	Start Date	End Date	Predecesso rs	% Complete
1 ■ Barrow		26	61d	12/27/19	12/25/20		32%
2 Development Tasks			131d	01/01/20	07/01/20		52%
3 Prepare preliminary site plan	Con	nplete 1d	t	01/01/20	01/01/20		100%
4 SWPPP	Con	nplete 1d	t	01/01/20	01/01/20		100%
5 General Permit	Con	nplete 1d	t	01/01/20	01/01/20		100%
6 VNM Services Agreeement	In P	rogress 20	)d	06/04/20	07/01/20		25%
7 PPA	In P	rogress 20	)d	06/04/20	07/01/20		25%
8 Development Management Plan Approval	Con	nplete 20	)d	03/27/20	04/23/20		100%
9 Design Engineering			130d	01/01/20	06/30/20		87%
0 Utility New Service Design	In P	rogress	130d	01/01/20	06/30/20		100%
1 Civil Drawings		nplete	1d	01/01/20	01/01/20		100%
2 Electrical Plant Drawings	In P	rogress	36d	05/01/20	06/19/20		75%
3 Structural Design	In P	rogress	36d	05/01/20	06/19/20		50%
4 Construction Bidding/Contract			29d	05/27/20	07/06/20		0%
5 Submit Plans for Bid	In P	rogress 18	3d	05/27/20	06/19/20		0%
6 Select Contractor		Started 1d	d	06/22/20	06/22/20	15	0%
Negotiation Contract Terms	Not	Started 10		06/23/20	07/06/20	16	0%
8 Equipment Procurement and Delivery				12/27/19	10/01/20		27%
9 Racking	In P	rogress		06/05/20	07/30/20		10%
0 Ground Screws		rogress		06/05/20	07/16/20		10%
1 Modules		npleted		01/01/20	01/01/20		100%
2 Inverters		npleted		12/27/19	06/30/20		90%
3 AC Switchboards/Switchgear		Started		06/12/20	09/03/20		0%
4 DC Combiner		Started		07/01/20	08/11/20		0%
REC Meter Equipment		Started		06/12/20	09/03/20		0%
Networking/DAS Equipment/Weather Station	Not	Started		07/01/20	08/25/20		0%
7 Transformer		Started	80d	06/12/20	10/01/20		0%
Permits and Review				01/01/20	07/13/20		6%
Independent Engineer Review	Not	Started		06/22/20	07/03/20	12	0%
General Permit		npleted		01/01/20	01/01/20	12	100%
1 Building Permit		Started 5d		07/07/20	07/13/20	17	0%
2 Individual Plant Construction		otal tod		07/07/20	12/25/20		0%
3 Mobilization/Site Preparation	Not	Started 2d		07/07/20	07/08/20	17	0%
4 Fencing		Started		07/09/20	08/05/20	33	0%
5 Civil Work and Access Roads		Started		07/09/20	08/12/20	33	0%
6 Install Ground Screws		Started		08/13/20	10/07/20	35	0%
7 Install Racking		Started		08/20/20	10/14/20	36SS +5d	0%
8 Install Modules		Started		08/27/20	10/28/20	37SS +5d	0%
9 AC/DC Electrical Installation		Started		10/01/20	11/18/20	38FS -20d	0%
0 Install Conduit/Trenching		Started		10/15/20	11/18/20	37	0%
DC Wire Management		Started		10/15/20	11/18/20	38FS -10d	0%
2 Equipment Pads		Started		10/15/20	10/21/20	37	0%
3 Switchgear Installation		Started		10/22/20	11/11/20	42	0%
4 DAS/Communication		Started		10/22/20	10/30/20	43FS -15d	0%
5 Transformer Installation		Started		11/19/20	11/24/20	39	0%
6 MV Installation		Started 5d		11/25/20	12/01/20	45	0%
7 Utility Construction		Started		07/23/20	09/16/20	33FS +10d	0%

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	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Commissioning	Not Started	11d	12/02/20	12/16/20	46	0%
49	Witness Test	Not Started	1d	12/17/20	12/17/20	48	0%
50	Punch List	Not Started	6d	12/18/20	12/25/20	49	0%

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# **Dayton Solar**



Tas	k Name	Status	Duration	Start Date	End Date	Predecesso	% Complete
1 🗖 🛭	Dayton		286d	01/01/20	02/03/21		42%
2	Development Tasks		177d	01/01/20	09/03/20		45%
3	Prepare preliminary site plan	Complete	1d	01/01/20	01/01/20		100%
4	Variance Approval	In Progress	130d	03/01/20	08/27/20		50%
5	SWPPP	Completed	20d	05/15/20	06/11/20		0%
6	Stormwater Permit	Not Started	20d	08/07/20	09/03/20	4FS -15d	100%
7	VNM Services Agreeement	In Progress	20d	06/04/20	07/01/20		25%
8	PPA	In Progress	20d	06/04/20	07/01/20		25%
9	Design Engineering		202d	01/01/20	10/08/20		88%
0	Utility New Service Design	In Progress	130d	01/01/20	06/30/20		100%
1	Civil Drawings	Complete	1d	01/01/20	01/01/20		100%
2	Electrical Plant Drawings	Not Started	30d	07/01/20	08/11/20		75%
3	Structural Design	Not Started	30d	08/28/20	10/08/20	4	50%
4	Construction Bidding/Contract		24d	08/12/20	09/14/20		0%
5	Submit Plans for Bid	Not Started	18d	08/12/20	09/04/20	12	0%
6	Select Contractor	Not Started	1d	09/07/20	09/07/20	15	0%
7	Negotiation Contract Terms	Not Started	5d	09/08/20	09/14/20	16	0%
8	Equipment Procurement and Delivery		80d	09/04/20	12/24/20		0%
9	Racking	Not Started	40d	09/04/20	10/29/20	4FS +5d	0%
0	Ground Screws	Not Started	30d	09/04/20	10/15/20	4FS +5d	0%
1	Modules	Not Started	40d	09/04/20	10/29/20	4FS +5d	0%
2	Inverters	Not Started	40d	09/04/20	10/29/20	4FS +5d	0%
3	AC Switchboards/Switchgear	Not Started	60d	09/04/20	11/26/20	4FS +5d	0%
4	DC Combiner	Not Started	30d	09/04/20	10/15/20	4FS +5d	0%
5	REC Meter Equipment	Not Started	60d	09/04/20	11/26/20	4FS +5d	0%
6	Networking/DAS Equipment/Weather Station	Not Started	40d	09/04/20	10/29/20	4FS +5d	0%
7	Transformer	Not Started	80d	09/04/20	12/24/20	4FS +5d	0%
8	Permits and Review		29d	08/12/20	09/21/20		0%
9	Independent Engineer Review	Not Started	10d	08/12/20	08/25/20	12	0%
0	Building Permit	Not Started	5d	09/15/20	09/21/20	17	0%
1	Individual Plant Construction		102d	09/15/20	02/03/21		0%
2	Mobilization/Site Preparation	Not Started	2d	09/15/20	09/16/20	17	0%
3	Fencing	Not Started	15d	09/22/20	10/12/20	30	0%
4	Civil Work and Access Roads	Not Started	20d	09/22/20	10/19/20	30	0%
5	Install Ground Screws	Not Started	20d	10/20/20	11/16/20	34	0%
6	Install Racking	Not Started	20d	10/27/20	11/23/20	35FS -15d	0%
7	Install Modules	Not Started	25d	11/03/20	12/07/20	36FS -15d	0%
8	AC/DC Electrical Installation	Not Started	35d	11/10/20	12/28/20	36FS -10d	0%
9	Install Conduit/Trenching	Not Started	20d	11/24/20	12/21/20	36	0%
0	DC Wire Management	Not Started	20d	11/24/20	12/21/20	37FS -10d	0%
1	Equipment Pads	Not Started	3d	11/24/20	11/26/20	36	0%
2	Switchgear Installation	Not Started		11/27/20	12/17/20	41	0%
3	DAS/Communication	Not Started		11/27/20	12/07/20	42FS -15d	0%
4	Transformer Installation	Not Started	4d	12/29/20	01/01/21	38	0%
5	MV Installation	Not Started	5d	01/04/21	01/08/21	44	0%
6	Utility Construction	Not Started		10/01/20	11/25/20	32FS +10d	0%
7	Commissioning	Not Started	11d	01/11/21	01/25/21	45	0%

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	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Witness Test	Not Started	1d	01/26/21	01/26/21	47	0%
49	Punch List	Not Started	6d	01/27/21	02/03/21	48	0%

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# McHenry Solar



Task Name	Status	Duration	Start Date	End Date	Predecesso	% Complete
1 ■ McHenry		236d	12/27/19	11/20/20		33%
2 Development Tasks		131d	01/01/20	07/01/20		52%
3 Prepare preliminary site plan	Complete	1d	01/01/20	01/01/20		100%
4 SWPPP	Complete	1d	01/01/20	01/01/20		100%
5 General Permit	Complete	1d	01/01/20	01/01/20		100%
6 VNM Services Agreeement	In Progress	20d	06/04/20	07/01/20		25%
7 PPA	In Progress	20d	06/04/20	07/01/20		25%
Development Management Plan Approval	Complete	20d	03/27/20	04/23/20		100%
9 Design Engineering		130d	01/01/20	06/30/20		87%
0 Utility New Service Design	In Progress	130d	01/01/20	06/30/20		100%
1 Civil Drawings	Complete	1d	01/01/20	01/01/20		100%
Electrical Plant Drawings	In Progress	36d	05/01/20	06/19/20		75%
Structural Design	In Progress	36d	05/01/20	06/19/20		50%
Construction Bidding/Contract		29d	05/27/20	07/06/20		0%
Submit Plans for Bid	In Progress	18d	05/27/20	06/19/20		0%
6 Select Contractor	Not Started	1d	06/22/20	06/22/20	15	0%
Negotiation Contract Terms	Not Started	10d	06/23/20	07/06/20	16	0%
Equipment Procurement and Delivery		200d	12/27/19	10/01/20		27%
9 Racking	In Progress	40d	06/05/20	07/30/20		10%
Ground Screws	In Progress	30d	06/05/20	07/16/20		10%
1 Modules	Completed	1d	01/01/20	01/01/20		100%
2 Inverters	Completed	133d	12/27/19	06/30/20		90%
AC Switchboards/Switchgear	Not Started	60d	06/12/20	09/03/20		0%
DC Combiner	Not Started	30d	07/01/20	08/11/20		0%
REC Meter Equipment	Not Started	60d	06/12/20	09/03/20		0%
Networking/DAS Equipment/Weather Station	Not Started	40d	07/01/20	08/25/20		0%
Transformer	Not Started	80d	06/12/20	10/01/20		0%
Permits and Review		139d	01/01/20	07/13/20		6%
Independent Engineer Review	Not Started	10d	06/22/20	07/03/20	12	0%
General Permit	Completed	1d	01/01/20	01/01/20		100%
Building Permit	Not Started	5d	07/07/20	07/13/20	17	0%
Individual Plant Construction		99d	07/07/20	11/20/20		0%
Mobilization/Site Preparation	Not Started	2d	07/07/20	07/08/20	17	0%
4 Fencing	Not Started	15d	07/16/20	08/05/20	33FS +5d	0%
Civil Work and Access Roads	Not Started	20d	07/09/20	08/05/20	33	0%
Install Ground Screws	Not Started	20d	08/06/20	09/02/20	35	0%
Install Racking	Not Started	20d	08/13/20	09/09/20	36FS -15d	0%
Install Modules	Not Started	25d	08/20/20	09/23/20	37FS -15d	0%
AC/DC Electrical Installation	Not Started	35d	08/27/20	10/14/20	37FS -10d	0%
Install Conduit/Trenching	Not Started	20d	09/10/20	10/07/20	37	0%
DC Wire Management	Not Started	20d	09/10/20	10/07/20	38FS -10d	0%
Equipment Pads	Not Started	3d	09/10/20	09/14/20	37	0%
Switchgear Installation	Not Started	15d	09/15/20	10/05/20	42	0%
DAS/Communication	Not Started	7d	09/15/20	09/23/20	43FS -15d	0%
Transformer Installation	Not Started	4d	10/15/20	10/20/20	39	0%
6 MV Installation	Not Started	5d	10/21/20	10/27/20	45	0%
7 Utility Construction	Not Started	40d	07/23/20	09/16/20	33FS +10d	0%

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	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Commissioning	Not Started	11d	10/28/20	11/11/20	46	0%
49	Witness Test	Not Started	1d	11/12/20	11/12/20	48	0%
50	Punch List	Not Started	6d	11/13/20	11/20/20	49	0%

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# Pepaug



Tas	k Name	Status	Duration	Start Date	End Date	Predecesso % (	Complete
<b>0</b> F	Pepaug		236d	12/27/19	11/20/20		33%
-	Development Tasks		131d	01/01/20	07/01/20		52
	Prepare preliminary site plan	Complete	1d	01/01/20	01/01/20		100
	SWPPP	Complete	1d	01/01/20	01/01/20		100
	General Permit	Complete	1d	01/01/20	01/01/20		100
	VNM Services Agreeement	In Progress	20d	06/04/20	07/01/20		25
	PPA	In Progress	20d	06/04/20	07/01/20		25
	Development Management Plan Approval	Complete	20d	03/27/20	04/23/20		100
E	Design Engineering		130d	01/01/20	06/30/20		87
	Utility New Service Design	In Progress	130d	01/01/20	06/30/20		100
	Civil Drawings	Complete	1d	01/01/20	01/01/20		100
	Electrical Plant Drawings	In Progress	36d	05/01/20	06/19/20		75
	Structural Design	In Progress	36d	05/01/20	06/19/20		50
	Construction Bidding/Contract		29d	05/27/20	07/06/20		0
-	Submit Plans for Bid	In Progress	18d	05/27/20	06/19/20		0'
	Select Contractor	Not Started	1d	06/22/20	06/22/20	15	0
	Negotiation Contract Terms	Not Started	10d	06/23/20	07/06/20	16	0
-	_	riot started	200d		10/01/20	10	27
•	Racking	In Progress		06/05/20	07/30/20		10
	Ground Screws	In Progress		06/05/20	07/16/20		10
	Modules	Completed		01/01/20	01/01/20		100
	Inverters	Completed	_	12/27/19	06/30/20		90
		Not Started		06/12/20	09/03/20		0
	AC Switchboards/Switchgear  DC Combiner	Not Started		07/01/20	08/11/20		0
	REC Meter Equipment	Not Started		06/12/20	09/03/20		0
	Networking/DAS Equipment/Weather Station	Not Started		07/01/20	08/25/20		0
	Transformer	Not Started		06/12/20	10/01/20		0
		Not Started		01/01/20	07/13/20		6
-	- Chimic Circ (Conc.)	N 4 Ot 4 d				40	
	Independent Engineer Review	Not Started		06/22/20	07/03/20	12	0
	General Permit	Completed		01/01/20	01/01/20	4-7	100
_	Building Permit	Not Started	5d	07/07/20	07/13/20	17	0
-				07/07/20	11/20/20		0
	Mobilization/Site Preparation	Not Started	2d	07/07/20	07/08/20	17	0
	Fencing	Not Started	_	07/16/20	08/05/20	33FS +5d	0
	Civil Work and Access Roads	Not Started		07/09/20	08/05/20	33	0
	Install Ground Screws	Not Started		08/06/20	09/02/20	35	0
	Install Racking	Not Started	_	08/13/20	09/09/20	36FS -15d	0
	Install Modules	Not Started		08/20/20	09/23/20	37FS -15d	0
	AC/DC Electrical Installation	Not Started	_	08/27/20	10/14/20	37FS -10d	0
	Install Conduit/Trenching	Not Started		09/10/20	10/07/20	37	0
	DC Wire Management	Not Started	_	09/10/20	10/07/20	38FS -10d	0
	Equipment Pads	Not Started		09/10/20	09/14/20	37	0
	Switchgear Installation	Not Started	_	09/15/20	10/05/20	42	0
	DAS/Communication	Not Started		09/15/20	09/23/20	43FS -15d	0
	Transformer Installation	Not Started		10/15/20	10/20/20	39	0
	MV Installation	Not Started	5d	10/21/20	10/27/20	45	0
	Utility Construction	Not Started	40d	07/23/20	09/16/20	33FS +10d	

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	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Commissioning	Not Started	11d	10/28/20	11/11/20	46	0%
49	Witness Test	Not Started	1d	11/12/20	11/12/20	48	0%
50	Punch List	Not Started	6d	11/13/20	11/20/20	49	0%

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# Pequabu



Task I	Name	Status	Duration	Start Date	End Date	Predecesso	% Complete
1 Pe	uabu		319d	01/01/20	03/22/21		30%
2	Development Tasks		131d	01/01/20	07/01/20		52%
3	Prepare preliminary site plan	Complete	1d	01/01/20	01/01/20		100%
4	SWPPP	Complete	1d	01/01/20	01/01/20		100%
5	General Permit	Complete	1d	01/01/20	01/01/20		100%
6	VNM Services Agreeement	In Progress	20d	06/04/20	07/01/20		25%
7	PPA	In Progress	20d	06/04/20	07/01/20		25%
8	Development Management Plan Approval	Complete	20d	03/27/20	04/23/20		100%
9	Design Engineering		161d	01/01/20	08/12/20		69%
10	Utility New Service Design	In Progress	130d	01/01/20	06/30/20		100%
11	Civil Drawings	Complete	1d	01/01/20	01/01/20		100%
12	Electrical Plant Drawings	In Progress	30d	07/02/20	08/12/20	7	0%
13	Structural Design	In Progress	30d	07/02/20	08/12/20	7	0%
14	Construction Bidding/Contract		29d	08/13/20	09/22/20		0%
15	Submit Plans for Bid	In Progress	18d	08/13/20	09/07/20	12	0%
16	Select Contractor	Not Started	1d	09/08/20	09/08/20	15	0%
17	Negotiation Contract Terms	Not Started	10d	09/09/20	09/22/20	16	0%
18	Equipment Procurement and Delivery		110d	07/02/20	12/02/20		0%
19	Racking	In Progress	40d	08/13/20	10/07/20	12	0%
20	Ground Screws	In Progress		08/13/20	09/23/20	12	0%
21	Modules	Completed		07/02/20	08/26/20	7	0%
22	Inverters	Completed		07/02/20	09/09/20	7	0%
23	AC Switchboards/Switchgear	Not Started		08/13/20	11/04/20	12	0%
24	DC Combiner	Not Started		08/13/20	09/23/20	12	0%
25	REC Meter Equipment	Not Started		08/13/20	11/04/20	12	0%
26	Networking/DAS Equipment/Weather Station	Not Started		08/13/20	10/07/20	12	0%
27	Transformer	Not Started	80d	08/13/20	12/02/20	12	0%
28	Permits and Review		34d	08/13/20	09/29/20		0%
29	Independent Engineer Review	Not Started		08/13/20	08/26/20	12	0%
30	Building Permit	Not Started	5d	09/23/20	09/29/20	17	0%
	ndividual Plant Construction			09/30/20	03/22/21		0%
32	Mobilization/Site Preparation	Not Started	2d	09/30/20	10/01/20	30	0%
33	Fencing	Not Started		10/02/20	10/29/20	32	0%
34	Civil Work and Access Roads	Not Started		10/02/20	11/05/20	32	0%
35	Install Ground Screws	Not Started		11/06/20	12/31/20	34	0%
36	Install Racking	Not Started		11/13/20	01/07/21	35SS +5d	0%
37	Install Modules	Not Started		11/20/20	01/21/21	36SS +5d	0%
38	AC/DC Electrical Installation	Not Started		12/25/20	02/11/21	37FS -20d	0%
39	Install Conduit/Trenching	Not Started		01/08/21	02/11/21	36	0%
40	DC Wire Management	Not Started	25d	01/08/21	02/11/21	37FS -10d	0%
41	Equipment Pads	Not Started		01/08/21	01/14/21	36	0%
42	Switchgear Installation	Not Started		01/15/21	02/04/21	41	0%
43	DAS/Communication	Not Started		01/15/21	01/25/21	42FS -15d	0%
44	Transformer Installation	Not Started	4d	02/12/21	02/17/21	38	0%
45	MV Installation	Not Started	5d	02/18/21	02/24/21	44	0%
46	Utility Construction	Not Started	40d	10/16/20	12/10/20	32FS +10d	0%
47	Commissioning	Not Started	11d	02/25/21	03/11/21	45	0%

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	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Witness Test	Not Started	1d	03/12/21	03/12/21	47	0%
49	Punch List	Not Started	6d	03/15/21	03/22/21	48	0%

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# Washington Solar



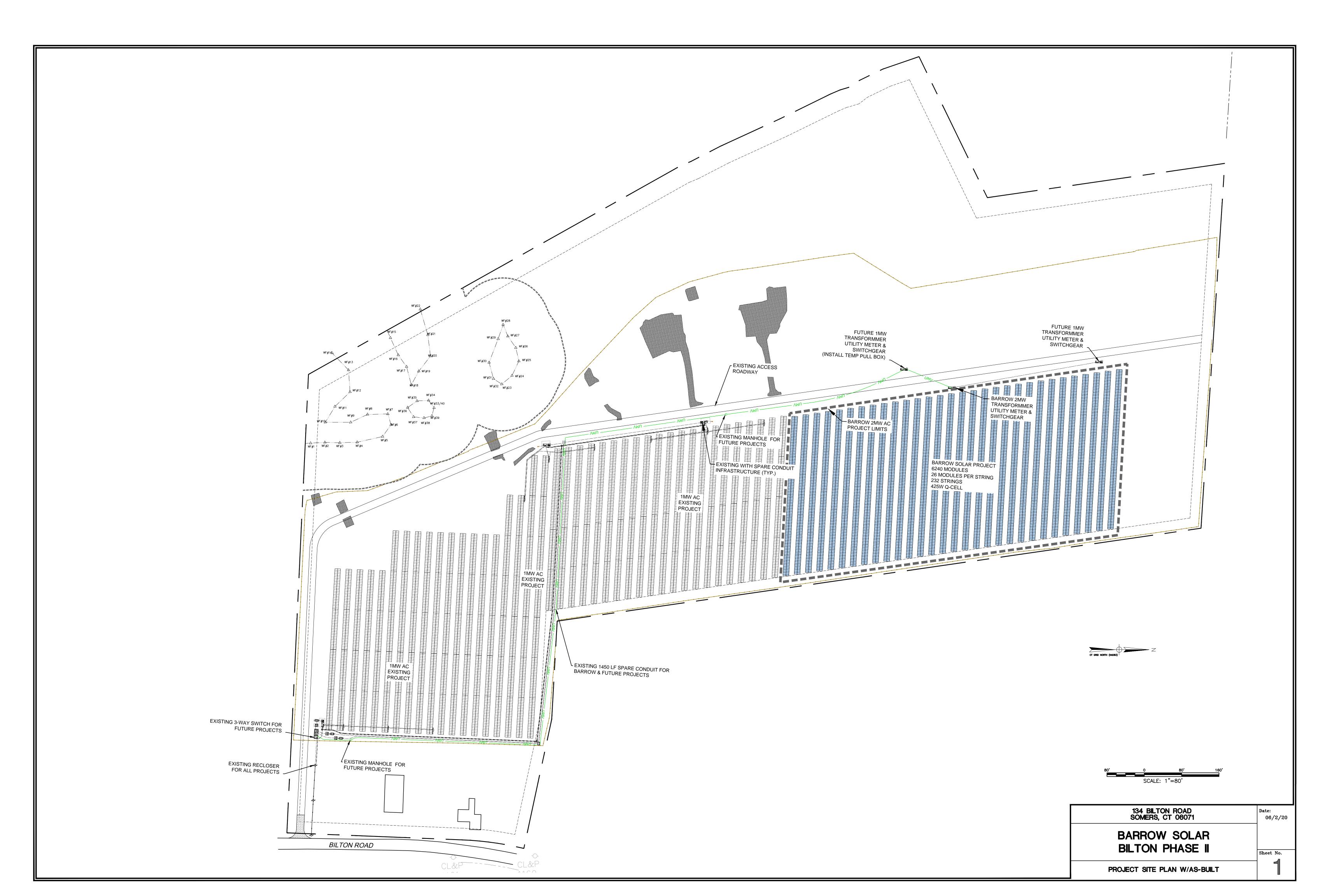
Tas	k Name	Status	Duration	Start Date	End Date	Predecesso % C	omplete
<b>3</b> V			289d	01/01/20	02/08/21		319
G	Development Tasks		131d	01/01/20	07/01/20		52
	Prepare preliminary site plan	Complete	1d	01/01/20	01/01/20		100
	SWPPP	Complete	1d	01/01/20	01/01/20		100
	General Permit	Complete	1d	01/01/20	01/01/20		100
	VNM Services Agreeement	In Progress	20d	06/04/20	07/01/20		25
	PPA	In Progress	20d	06/04/20	07/01/20		25
	Development Management Plan Approval	Complete	20d	03/27/20	04/23/20		100
E	Design Engineering		161d	01/01/20	08/12/20		88'
	Utility New Service Design	In Progress	130d	01/01/20	06/30/20		100
	Civil Drawings	Complete	1d	01/01/20	01/01/20		100
	Electrical Plant Drawings	In Progress	30d	07/02/20	08/12/20	7	75
	Structural Design	In Progress	30d	07/02/20	08/12/20	7	50
E	Construction Bidding/Contract		29d	08/13/20	09/22/20		0
	Submit Plans for Bid	In Progress	18d	08/13/20	09/07/20	12	0
	Select Contractor	Not Started	1d	09/08/20	09/08/20	15	0
	Negotiation Contract Terms	Not Started	10d	09/09/20	09/22/20	16	0
E	Equipment Procurement and Delivery		110d	07/02/20	12/02/20		0
	Racking	In Progress	40d	08/13/20	10/07/20	12	0
	Ground Screws	In Progress		08/13/20	09/23/20	12	0
	Modules	Completed	40d	07/02/20	08/26/20	7	0
	Inverters	Completed	50d	07/02/20	09/09/20	7	0
	AC Switchboards/Switchgear	Not Started	60d	08/13/20	11/04/20	12	0
	DC Combiner	Not Started	30d	08/13/20	09/23/20	12	0
	REC Meter Equipment	Not Started	60d	08/13/20	11/04/20	12	0
	Networking/DAS Equipment/Weather Station	Not Started	40d	08/13/20	10/07/20	12	0
	Transformer	Not Started	80d	08/13/20	12/02/20	12	0
E	Permits and Review		195d	01/01/20	09/29/20		6
	Independent Engineer Review	Not Started	10d	08/13/20	08/26/20	12	0
	General Permit	Completed	1d	01/01/20	01/01/20		100
	Building Permit	Not Started	5d	09/23/20	09/29/20	17	0
E	Individual Plant Construction		99d	09/23/20	02/08/21		0
	Mobilization/Site Preparation	Not Started	2d	09/23/20	09/24/20	17	0
	Fencing	Not Started		09/30/20	10/20/20	31	0
	Civil Work and Access Roads	Not Started	_	09/25/20	10/22/20	33	0
	Install Ground Screws	Not Started	_	10/23/20	11/19/20	35	0
	Install Racking	Not Started		10/30/20	11/26/20	36FS -15d	0
	Install Modules	Not Started	_	11/06/20	12/10/20	37FS -15d	0
	AC/DC Electrical Installation	Not Started		11/13/20	12/31/20	37FS -10d	0
	Install Conduit/Trenching	Not Started		11/27/20	12/24/20	37	0
	DC Wire Management	Not Started		11/27/20	12/24/20	38FS -10d	0
	Equipment Pads	Not Started	3d	11/27/20	12/01/20	37	0
	Switchgear Installation	Not Started		12/02/20	12/22/20	42	0
	DAS/Communication	Not Started	7d	12/02/20	12/10/20	43FS -15d	0
	Transformer Installation	Not Started		01/01/21	01/06/21	39	0
	MV Installation	Not Started	5d	01/07/21	01/13/21	45	0
	Utility Construction	Not Started		10/09/20	12/03/20	33FS +10d	0

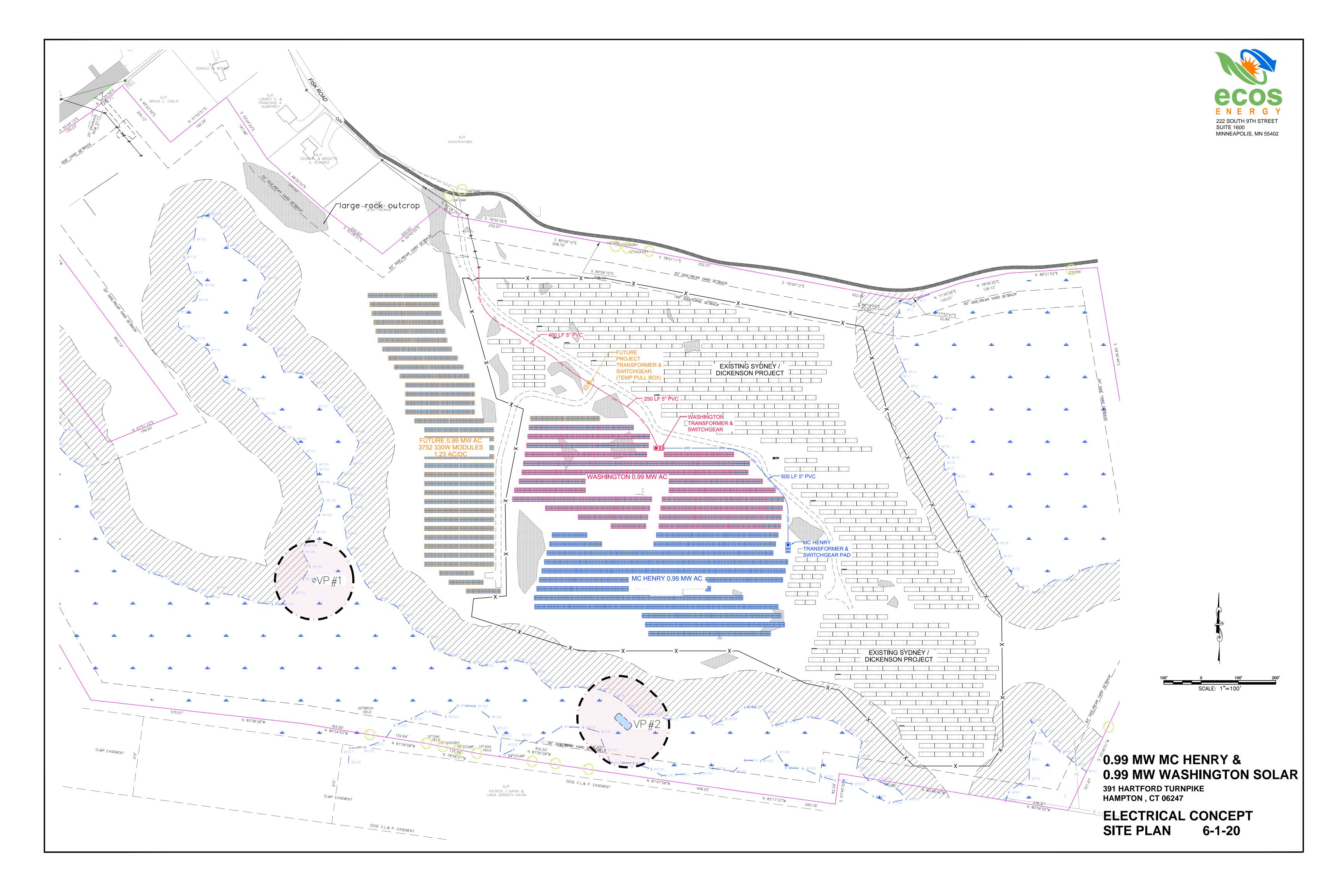
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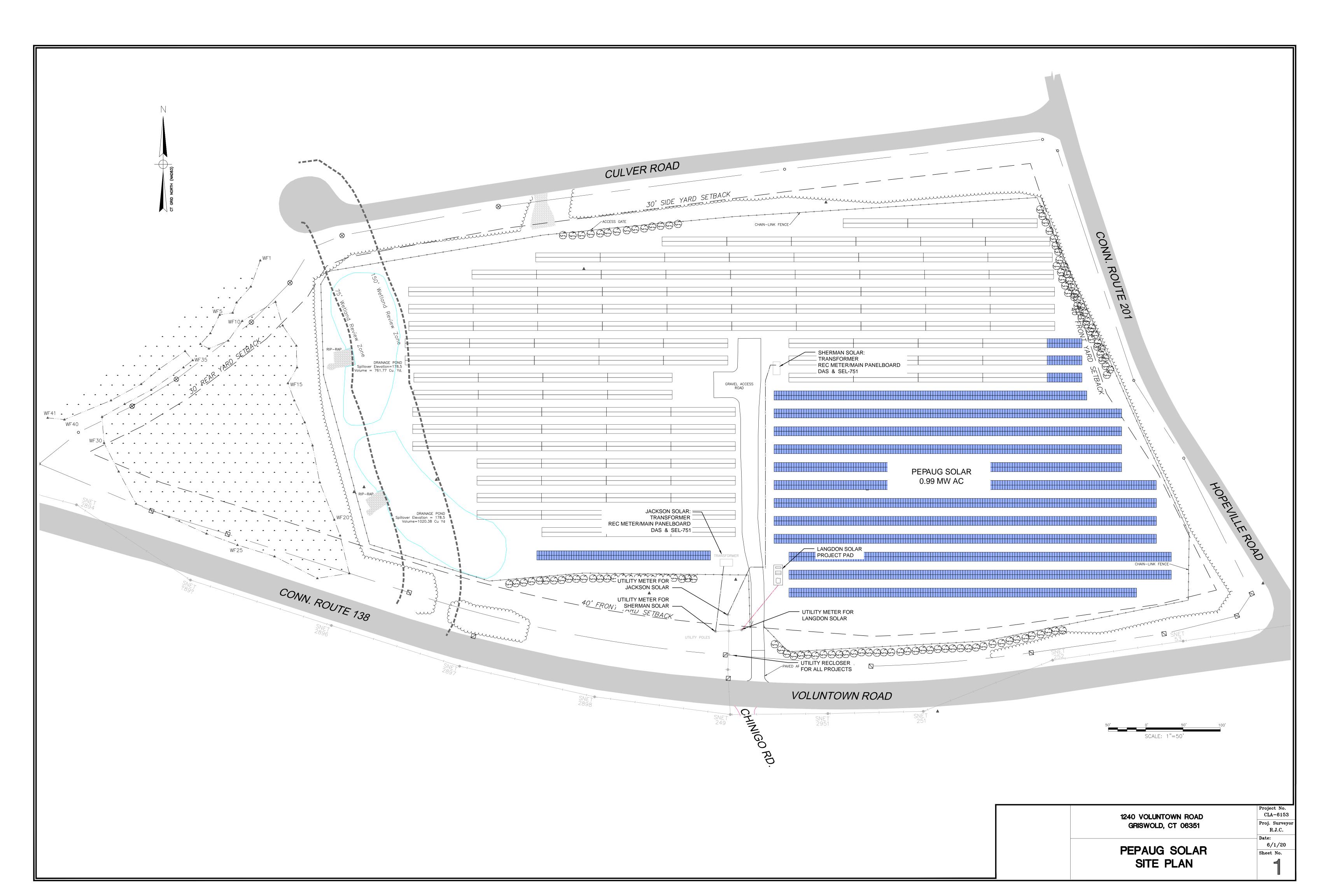
	Task Name	Status	Duration	Start Date	End Date	Predecesso rs	% Complete
48	Commissioning	Not Started	11d	01/14/21	01/28/21	46	0%
49	Witness Test	Not Started	1d	01/29/21	01/29/21	48	0%
50	Punch List	Not Started	6d	02/01/21	02/08/21	49	0%

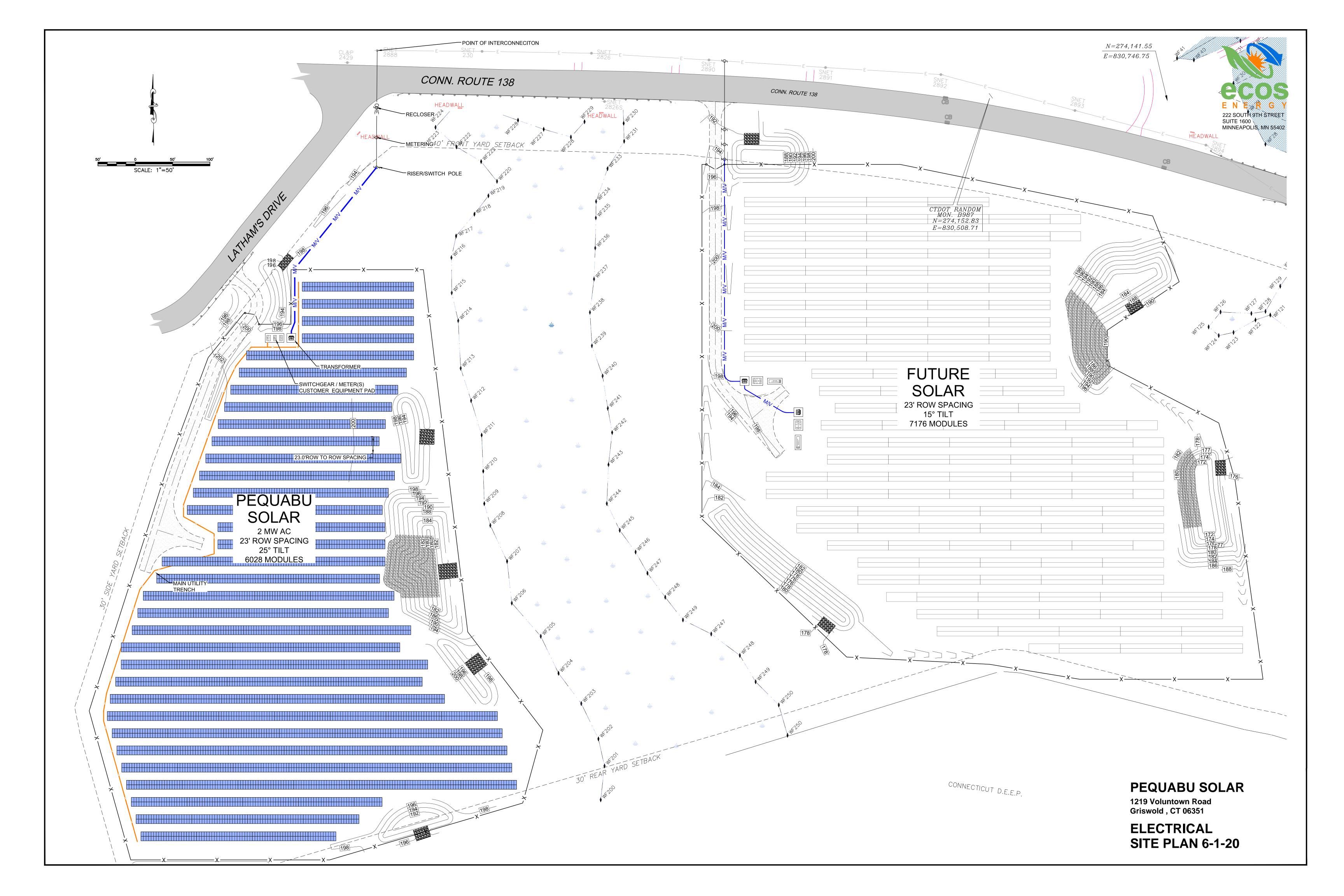
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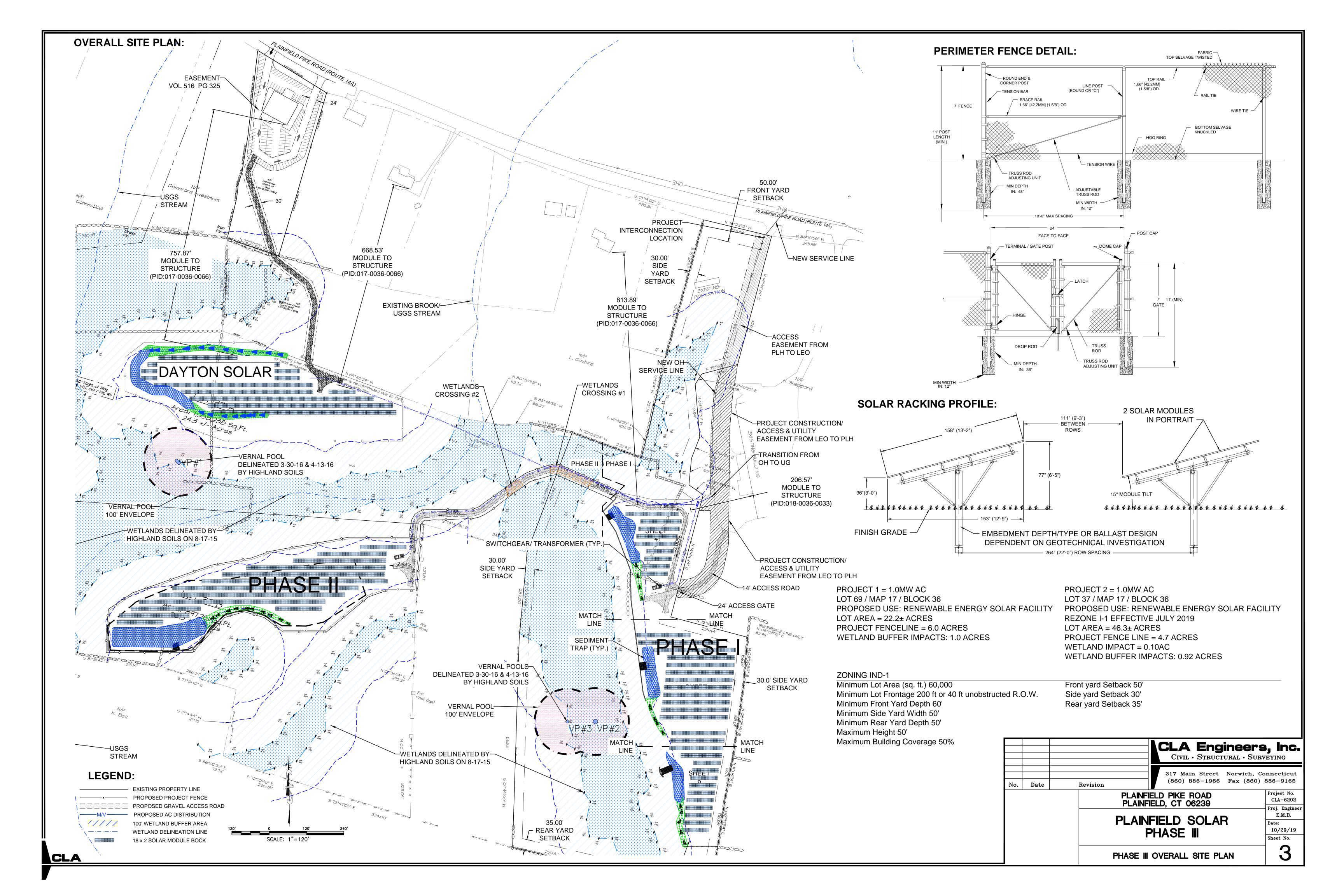
# Attachment F Preliminary Project Site Plans











## Proposed Draft Solar Power Services Agreement

#### **SOLAR POWER SERVICES AGREEMENT**

Dated as of
, 2020
between
CITY OF STAMFORD, A CONNECTICUT MUNICIPALITY
and
SOLAR LLC
SOLAR PROJECT

#### **SOLAR POWER SERVICES AGREEMENT**

This Solar Power Services Agreement ("Agreement") is entered into as of \_\_\_\_\_\_\_, 2020 (the "Effective Date"), by and between Park Solar LLC, a Connecticut limited liability company, together with any successors and permitted assigns ("Provider"), and the City of Stamford, a Connecticut municipality, together with any successors and permitted assigns ("Purchaser", and, together with Provider, each, a "Party" and together, the "Parties").

WHEREAS, Provider is the lessee of the real property comprising the Site (as described in Exhibit "B" attached hereto), and desires to use a portion of such property for the construction, operation and maintenance of a solar powered electric generating system, and to sell the electric energy produced by the system to the Purchaser; and

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

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

#### 1. DEFINITIONS.

- 1.1 <u>Definitions</u>. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:
- "Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.
- "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.
- "Agreement" means this Solar Power Services Agreement.
- "Applicable Law" means, with respect to any Person, any 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.
- "Assignment" has the meaning set forth in Section 13.1.
- "Bankruptcy Event" means with respect to a Party, that either:
- (a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (vi) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (vii) taken any corporate or other action for the purpose of effecting any of the foregoing; or

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

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

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

"Capacity Benefits" means the amount of capacity that is attributable to the physical generating capacity of Provider's System which may count toward the New England Independent System Operator's (NEISO) installed capacity market or the capacity market of any other independent system operator located in the United States.

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

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

"Contracted Mitigation Amount" means the present value, if any, as determined by the Provider in its reasonable discretion, of one or more third party contracts for the sale of the electricity generated by the system to such third parties, entered into between Provider and such third parties within one (1) year following termination of this Agreement pursuant to Section 11.2 hereof. For purposes of the foregoing, the present value shall be calculated as of the effective date of the contract between the Provider and the third party, and the amounts shall be deemed received in the month such third-party contract becomes effective.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Dispute" has the meaning provided in Section 17.1.

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

"Environmental Attributes" excludes electric energy and capacity produced but includes, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products and shall specifically include any Zero Emission Renewable Energy Certificates or Low Emission Renewable Energy Certificates generated by the production of the System at the Site as well as any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy by a low emissions or zero emissions renewable energy facility as defined in the Energy Act, whether existing as of the Effective Date or in the future, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program, as well as any and all generation attributes under the Connecticut RPS regulations and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the NEPOOL GIS in connection with energy generated by the Facility; and (c) any voluntary

emission reduction credits obtained or obtainable by Seller in connection with the generation of energy by the Facility. If during the Term, a change in laws or regulations occurs that creates value in Environmental Attributes, then at Provider's request, Purchaser shall cooperate with Provider to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Buyer.

"<u>Estimated Remaining Payments</u>" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

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

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

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

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

<u>Governmental Approval</u>" 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.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

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

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

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

"kWh Rate" means (a) for the Initial Term, the price per kWh set forth in Schedule 2 hereto and (b) for the Renewal Term, the rate as provided pursuant to Section 2.1 hereof.

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

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

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

"<u>Net Energy Metering</u>" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a Solar System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

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

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

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

"Party" or "Parties" has the meaning set forth in the preamble to the Solar Power Services Agreement.

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

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

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

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

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

"Provider Indemnified Parties" has the meaning set forth in Section 16.2.

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

"Purchaser Indemnified Parties" has the meaning set forth in Section 16.1.

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

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

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

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

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

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

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

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

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

"<u>Virtual Net Metering Credit</u>" shall mean the monetary value of the excess electricity generated by Solar Electric Generating Equipment, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Virtual Net Metering Services Agreement" shall mea	n that certain Virtual Net Metering Service Agreement
between the City of Stamford and the Connecticut L	ight & Power Company d/b/a Eversource Energy with
a VNM Queue Acceptance Date of	, attached hereto as Exhibit "C".
"VNM Annual Credit Cap" shall mean \$	or as otherwise set forth on the Virtual Net Metering
Services Agreement.	

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

#### 2. TERM AND TERMINATION.

- 2.1 <u>Term.</u> The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in Schedule 7 hereto for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term, including the kWh Rate that would be applicable during the Renewal Term. Purchaser shall have sixty (60) days to agree to the continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term."
- 2.2 <u>Provider Conditions of the Agreement Prior to Installation</u>. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.
  - (a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected

to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

- (b) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.
- (c) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.
- (d) There has been a material adverse change in the rights of Provider to construct the System on the Premises.
- (e) Provider has not received evidence reasonably satisfactory to it that (x) interconnection services will be available with respect to energy generated by the System and (y) the System will be eligible for Net Energy Metering Services.
- (f) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.
  - (g) There has been a Material Adverse Change in Purchaser's credit-worthiness.
- (h) Provider has been unable to obtain the necessary government land use permits and/or approvals for the System, including but not limited to any state, local or federal permits that may be required to operate the System on the Premises.

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

- 3.1 <u>Installation Work</u>. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with <u>Schedule 1</u> hereto and Applicable Law.
- 3.2 <u>Approvals; Permits</u>. Purchaser shall reasonably assist Provider (without the expenditure of monies) in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

#### 3.3 Commmercial Operation Date.

Commercial Operation shall occur when the results of such testing indicate that the System is capable of generating electric energy and has received a permission to operate from the Local Electric Utility. The date on the permission to operate shall be the Commercial Operation Date. Provider shall provide Purchaser with a copy of the permission to operate document from the Local Electric Utility.

#### 4. SYSTEM OPERATIONS.

- 4.1 <u>Provider as Owner and Operator</u>. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; <u>provided</u>, that any repair or maintenance costs incurred by Provider as a direct result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.
- 4.2 <u>Metering</u>. The Local Electric Utility will install and maintain a meter, referred to as the "Net Energy Meter", which will measure the net amount of electrical energy flowing to and from the Premises, or

Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

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

#### 5. DELIVERY OF NET METERED PRODUCTION.

- 5.1 <u>Purchase Requirement</u>. Purchaser agrees to purchase the Net Metered Production generated by the System during each relevant month of the Term, whether or not Purchaser is able to use any of such Net Metered Production.
- 5.2 <u>Estimated Annual Production</u>. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "<u>Estimated Annual Production</u>." The Estimated Annual Production for each year of the Initial Term is set forth in <u>Schedule 4</u> hereto. Purchaser acknowledges and agrees that the actual energy production could exceed the Estimated Annual Production in any given year and Purchaser shall still be responsible for purchasing any energy delivered by Provider to Purchaser above the Estimated Annual Production.
- 5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes, Capacity Benefits or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives, Capacity Benefits or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Greene® or a similar organization, Purchaser shall submit to Provider for approval any press releases regarding Purchaser's use of solar or renewable energy from the System and shall not submit for publication any such releases without the prior written approval of Provider. Without limiting Provider's other rights hereunder, in the event that Purchaser breaches its obligations under this Section 5.3 and, as a result thereof, the value of the Environmental Attributes generated by the System is reduced, Purchaser shall pay to Provider the value of such reduction.
- 5.4 <u>Title to System</u>. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party
- 5.5 <u>Net Energy Metering</u>. The Parties will work cooperatively and in good faith to meet all Net Energy Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

#### 6. PRICE AND PAYMENT.

6.1 <u>Consideration</u>. Purchaser shall pay to Provider a monthly payment (the "<u>Payment</u>") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate for such month.

- 6.2 <u>Invoice</u>. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Customer-Generator of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "<u>Invoice Date"</u>), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.
- 6.3 <u>Time of Payment</u>. Purchaser shall pay all undisputed amounts due hereunder within the time specified in Schedule 6 hereto.
- 6.4 <u>Method of Payment</u>. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due and not disputed shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.
- 6.5 <u>Disputed Payments</u>. If a bona fide dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.
- 6.6 <u>Billing Adjustments Following Local Electric Utility Billing Adjustments</u>. If, as a result of a Local Electric Utility billing adjustment to correct an inaccuracy of the Net Energy Meter, the quantity of Net Metered Production is decreased (the "<u>Electricity Deficiency Quantity</u>") and the Local Electric Utility reduces the amount of Virtual Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If the quantity of Net Metered Production is increased (the "<u>Electricity Surplus Quantity</u>") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

#### 7. GENERAL COVENANTS.

- 7.1 <u>Provider's Covenants</u>. Provider covenants and agrees to the following:
- (a) <u>Notice of Damage or Emergency</u>. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System or the electrical production of the System.
- (b) <u>System Condition</u>. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.
- (c) <u>Governmental Approvals</u>. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.
- (d) <u>Interconnection Fees</u>. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance

carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.

(e) <u>Health and Safety</u>. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations and shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States.

#### 7.2 <u>Purchaser's Covenants</u>. Purchaser covenants and agrees to the following:

- (a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably requested by Provider for the purposes hereof.
- (b) <u>Customer-Generator</u>. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the beneficiary of Virtual Net Metering Credits from the System for purposes of the Local Electric Utility.
- (c) <u>Consents and Approvals</u>. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

#### 8. REPRESENTATIONS & WARRANTIES.

- 8.1 <u>Representations and Warranties Relating to Agreement Validity</u>. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:
  - (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
  - (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
  - (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
  - (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
  - (e) 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 could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
  - (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its

Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

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

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

- 8.3 <u>Additional Purchaser Representations.</u> Purchaser acknowledges the essential nature of the services being provided under this Agreement and in connection therewith, represents, warrants and covenants that:
- (a) that existing appropriations exist with respect to all payments required hereunder during Purchaser's current fiscal year.
- (b) it has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law;
- (c) none of the electricity to be generated by the Provider will be used to generate energy for the purposes of heating a swimming pool; and
- (d) in the event any payment hereunder (including payment of the Purchaser Termination Fee) is or becomes subject to any necessary appropriation, Purchaser shall use its best efforts to appropriate the funds necessary to satisfy such obligations.
- 8.4 <u>EXCLUSION OF WARRANTIES</u>. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER 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 OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

#### 9. TAXES AND GOVERNMENTAL FEES.

- 9.1 <u>Provider Obligations</u>. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.
- 9.2 <u>Service Contract.</u> The Parties intend this Agreement be a "service contract" within the meaning of 7701(e)(3) of the Internal Revenue Code of 1986. The parties hereby agree that by executing this Agreement, no interest will be created in any real or personal property leased, owned, maintained, or

controlled by the Purchaser, including, without limitation, Purchaser's real and personal property located in Wilton, CT.

#### 10. <u>FORCE MAJEURE</u>.

- 10.1 <u>Definition</u>. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement). A Force Majeure Event shall not be based on the economic hardship of either Party, a change in law or the action or inaction by a Governmental Authority. Natural phenomena shall not be considered a Force Majeure Event unless such event causes physical damage to the System.
- 10.2 <u>Excused Performance</u>. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; <u>provided</u> that the Party claiming relief under this Section 10 shall immediately (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (d) resume performance of its obligations hereunder as soon as practicable thereafter; <u>provided</u>, <u>however</u>, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Virtual Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.
- 10.3 <u>Termination in Consequence of Force Majeure Event.</u> If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

#### 11. DEFAULT.

- 11.1 Provider Defaults and Purchaser Remedies.
- (a) <u>Provider Defaults</u>. The following events shall be defaults with respect to Provider (each, a "<u>Provider Default</u>"):
  - (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and

Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

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

#### 11.2 Purchaser Defaults and Provider's Remedies.

- (a) <u>Purchaser Default</u>. The following events shall be defaults with respect to Purchaser (each, a "<u>Purchaser Default</u>"):
  - (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within ten (10) days from receipt of notice from Provider of such past due amount.
- (b) <u>Provider's Remedies</u>. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in additional to other remedies expressly provided herein, Provider may terminate this Agreement and upon such termination, the following liquidated damages provisions shall apply:
- (i) Contemporaneously with such termination, Provider shall submit to Purchaser an invoice for an amount ("Purchaser Termination Fee") equal to the Purchaser's annual projected payments due to Provider (calculated using the applicable kWh rate set forth on Schedule 2 and the applicable estimated annual production set forth on Schedule 4) for the remainder of the Term. For a period of one (1) calendar year following such termination, the Provider shall use reasonable efforts to mitigate its damages under Section 11.2(b), including, without limitation, to use commercially reasonable efforts to resell the electricity generated by the System to a third party. Purchaser shall cooperate with Provider to consummate the sale of such electricity to a third party. If Provider actually receives, or had deemed received, Contracted Mitigation Amounts, the Purchaser Termination Fee will be refunded, to the Purchaser by the remittance to the Purchaser of such Contracted Mitigation Amounts (up to the amount of the Purchaser Termination Fee) within thirty (30) days of receipt or deemed receipt of such Contracted Mitigation Amounts.
- (ii) Within thirty (30) days of receiving the invoice under 8.4(a), the Purchaser shall remit to Provider the Purchaser Termination Fee in immediately available funds.
- (c) The <u>Parties</u> agree that it would be extremely difficult to determine precisely the amount of actual damages that would be suffered by Provider due to the termination of this Agreement due to a Purchaser Default, but that liquidated damages set forth in Section 11.2(b) (the "Liquidated Damages") are a fair and reasonable determination of the amount of actual damages that would be suffered by Provider for the applicable deficiency, and that these Liquidated Damages and other amounts do not constitute a penalty. Purchaser hereby expressly waives any defense or right to contest the validity of these Liquidated Damages on the grounds that they are void as penalties or are not reasonably related to actual damages.

#### 12. LIMITATIONS OF LIABILITY.

- 12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection, with the Agreement.
- 12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, <u>provided</u>, <u>however</u>, the limits of liability under this Section 12.2 shall not apply with respect to (a) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims, and (b) any obligation of Provider to remove or restore the System as provided herein.
- 12.3 Notwithstanding the foregoing in Section 12.1 and 12.2, the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to, damages occurring from the removal of the System by the Provider.

#### 13. ASSIGNMENT.

- 13.1 <u>Assignment by Provider</u>. Provider shall not sell, transfer or assign (collectively, an "<u>Assignment</u>") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; <u>provided</u>, <u>however</u>, that, without the prior consent of Purchaser, Provider may (a) assign this Agreement to an Affiliate provided such assignment occurs no later than 90 days after the Commercial Operation Date, and that Affiliate has the financial wherewithal and ability to perform Provider's obligations at least equal to Provider; (b) assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in <u>Schedule 5</u> hereto, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in <u>Exhibit A</u> hereto. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.
- 13.2. <u>Acknowledgment of Collateral Assignment</u>. In the event that Provider identifies a secured Financing Party in <u>Schedule 5</u> hereto, or in a subsequent notice to Purchaser, then Purchaser hereby:
  - (a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.
  - (b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement.
  - (c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement, in accepting such security interest as collateral for its financing of the System.

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

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

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

#### 14. NOTICES.

- 14.1 <u>Notice Addresses</u>. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in <u>Schedule 5</u> hereto, or at such other address as may be designated in writing to the other Party from time to time.
- 14.2 <u>Notice</u>. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.
- 14.3 <u>Address for Invoices</u>. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY.

- 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 financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. 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 the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. 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 or upon the request of the disclosing Party.
- 15.2 <u>Permitted Disclosures</u>. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law (including but not limited to, the Connecticut Freedom of Information Act, as may be amended from time to time) or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
  - (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.
- Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or 15.3 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 the 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, the 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 either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.
- 15.4 <u>Enforcement of Confidentiality Obligation</u>. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

#### 16. INDEMNITY.

- 16.1 <u>Provider's Indemnity</u>. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "<u>Purchaser Indemnified Parties</u>") from and against any and all Losses incurred by the Purchaser 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 negligence or willful misconduct; or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.
- 16.2 <u>Purchaser's Indemnity</u>. Subject to Section 12, to the extent permitted by applicable law, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "<u>Provider Indemnified Parties</u>") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of 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 Purchaser's negligence or willful misconduct. Purchaser 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. DISPUTE RESOLUTION.

- 17.1 <u>Negotiation Period</u>. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.
- 17.2 <u>Mediation</u>. If, after such negotiation in accordance with Section 17.1, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to pursue its legal remedies in the appropriate forum. If a mediation takes place, the mediator's fee and expenses shall be paid equally by each Party.

#### 18. MISCELLANEOUS.

- 18.1 <u>Integration; Exhibits</u>. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.
- 18.2 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.
- 18.3 <u>Industry Standards</u>. Except as otherwise set forth herein, for the purpose of this Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.
- 18.4 <u>Cumulative Remedies</u>. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 18.5 <u>Limited Effect of Waiver</u>. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 18.6 <u>Survival</u>. The obligations under Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 18.7 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without reference to any choice of law principles. The Parties agree that the State and Federal courts in Connecticut shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.
- 18.8 <u>Severability</u>. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be

affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

- 18.9 <u>Relation of the Parties</u>. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 18.10 <u>Successors and Assigns</u>. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.
- 18.11 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 18.12 <u>Facsimile Delivery</u>. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

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

"PURCHASER": CITY OF	STAMFORD, a Connecticut municipality
Ву:	
Ву:	
Name:	
Title:	
Date:	
"PROVIDER":	_ SOLAR LLC, a Connecticut limited liability company
By:	
Name: Christopher Little	
Title: Vice President	
Date:	

## Exhibit A of General Conditions

#### Certain Agreements for the Benefit of the Financing Parties

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

- (a) <u>Consent to Collateral Assignment</u>. Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.
- (b) <u>Notices of Default</u>. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of the Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.
- (c) <u>Rights Upon Event of Default</u>. Notwithstanding any contrary term of this Agreement:
- i. If Provider defaults in the performance of any of its obligations under the Agreement, or upon the occurrence or non-occurrence of any event or condition under the Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, constitute a Provider Default or enable Purchaser to terminate or suspend its performance under the Agreement (a "Default or Termination Event"), Purchaser will not terminate or suspend its performance under the Agreement until it first gives written notice of such Default or Termination Event to Financing Party and affords Financing Party the right to cure such Default or Termination Event within the applicable cure period concurrent with that afforded Provider under the Agreement ("Cure Period").
- ii. In addition, if Financing Party gives Purchaser written notice prior to the expiration of the Cure Period of Financing Party's intention to cure such Default or Termination Event (which notice shall include a reasonable description of the time during which it anticipates to cure such Default or Termination Event) and is diligently proceeding to cure such Default or Termination Event, notwithstanding the applicable Cure Period, Financing Party shall have a period of sixty (60) days (or, if such Default or Termination Event is for failure by the Provider to pay an amount to Purchaser which is due and payable under the Agreement, thirty (30) days) from the expiration of the applicable Cure Period to cure such Default or Termination Event, provided, however, that (a) if possession of the Project is necessary to cure any such non-monetary Default or Termination Event and Financing Party has commenced foreclosure proceedings within sixty (60) days after notice of such Default or Termination Event and is diligently pursuing such foreclosure proceedings, Financing Party will be allowed a reasonable time, not to exceed one hundred eighty (180) days, to complete such proceedings and cure such Default or Termination Event, and (b) if Financing Party is prohibited from curing any such Default or Termination Event by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Provider, then the Cure Period specified herein shall be extended for the period of such prohibition, so long as Financing Party is diligently pursuing removal of such process, stay or injunction. Financing Party shall provide Purchaser with reports concerning the status of efforts to cure a Default or Termination Event upon Purchaser's reasonable request.
- iii. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the

Financing Party made within ninety (90) days of such new agreement with the Financing Party or its assigne Agreement.	termination or rejection, Purchaser shall enter into a see having the same terms and conditions as this

### EXHIBIT B

**Description of Site** 

#### **EXHIBIT C**

[INSERT VIRTUAL NET METERING AGREEMENT BY AND BETWEEN THE CITY OF STAMFORD AND EVERSOURCE]					

#### **SCHEDULES**

#### I. Schedule 1: Description of Premises and System

Solar System	Premises:		
Anticipated Subsidy	Rebate	or	Zero Emission Renewable Energy Certificates
Solar System	Size:		
Scope: Module:			
Inverter:			

#### II. Schedule 2 - - kWh Rate

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

#### III. Schedule 3 – [Intentionally Omitted.]

#### IV. Schedule 4 – Estimated Annual Production

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

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

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

#### V. Schedule 5 – Notice Information

 Purchaser:
 Provider:

 Solar LLC

 Attn: Thomas Melone

 1740 Broadway, 15<sup>th</sup> Floor

 With a copy to:
 New York, NY 10019

 Phone: (212) 681-1120

 E-mail:

 Thomas.Melone@allcous.com

Ecos Energy LLC
Attn: Chris Little
222 S 9th St, Suite 1600
Minneapolis, MN 55402

With a copy to

Minneapolis, MN 55402 Phone: (651) 268-2053

E-mail:

chris.little@ecosrenewable.com

**Financing Party:** 

## [To be provided by Provider when known]

#### VI. Schedule 6 – Time of Payment

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

#### VII. Schedule 7 – Initial Term

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