



Town of New Fairfield

Selectmen's Office

4 Brush Hill Road

New Fairfield, Connecticut

BOARD OF SELECTMEN

REGULAR MEETING

ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/97816763934>

Meeting ID: 978 1676 3934

Dial In: (929) 205-6099

Thursday, September 14, 2023

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Alzheimer's Proclamation
6. Approve Minutes of Board of Selectmen Regular Meeting August 24, 2023
7. Budget Transfers
8. Approve Tax Refunds Recommended by Tax Collector
9. Personnel Report
10. Appointments

Old Business

11. Consider and Possibly Vote on Draft Sex Offender Ordinance
12. Discuss and Possibly Vote to Set Date for Town Meeting to Consider and Act Upon the Sex Offender Ordinance
13. Discuss and Possibly Vote on Economic Development Commission Recommendation for ARPA Small Business Grants

New Business

14. Discuss and Possibly Vote on Greenleaf Letter of Intent for Solar Installation Project
15. Discuss and Possibly Vote to Approve Early LOSAP Withdrawal
16. Public Comment
17. Discuss and Possibly Vote on Contracts
 - a. Paramedic Services
 - b. Resident State Trooper
 - c. Tentative Agreement Teamsters Local 443 Public Works Employees
Executive Session Anticipated

18. Adjournment

Received by email on 09/13/2023 @ 1:40 p.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield



Town of New Fairfield
Selectmen's Office
New Fairfield, Connecticut

Proclamation
Alzheimer's Awareness Week 2023

WHEREAS, the Town of New Fairfield recognizes the "Paint the Town Purple" campaign as part of Alzheimer's and Brain Awareness month; and,

WHEREAS, the Alzheimer's Association Connecticut Chapter is the primary source of information and support to the thousands of Connecticut residents dealing with the effects of Alzheimer's disease; and,

WHEREAS, the Alzheimer's Association offers our communities 24/7 multilingual helpline support, family training seminars, care and consultation, safe return training, support groups and educational programs for healthcare professionals and caregivers; and,

WHEREAS, the Connecticut Chapter has influenced public policy changes and has provided support to dementia research in the hope of finding a cure. Its mission is to provide and enhance care for those affected, reduce the risk of dementia, and eliminate Alzheimer's disease through the advancement of research; and,

WHEREAS, during September 9th to September 16th, Town buildings and businesses in the Town of New Fairfield will "Paint the Town Purple" by putting up purple lights, wearing purple shirts, selling Alzheimer Forget Me Not flowers for a donation, etc... Businesses will participate in their own unique way; and,

WHEREAS, The "Paint the Town Purple" initiative hopes to motivate people to join the 2023 Walk to End Alzheimer's at the Town Green in New Milford on Saturday, September 30th and Calf Pasture Beach in Norwalk on Sunday, October 8th or just to be aware of the services and programs the Alzheimer's Association Connecticut Chapter provides; and,

WHEREAS, the Town is very thankful and appreciative of the inspiring work of the Alzheimer's Association Fairfield County Connecticut Chapter Development Manager, Cheryl Podob, town resident volunteer and member of the Executive Leadership Team, Fairfield County, Kristine Dahl and all of our local businesses for participating in this noble effort; and,

NOW, THEREFORE, I, Patricia Del Monaco, First Selectman of the Town of New Fairfield, on behalf of the Board of Selectmen and the citizens of New Fairfield, do hereby proclaim September 9th to September 16th ***Paint the Town Purple*** in the Town of New Fairfield and encourage its citizens to take part in this informative week.

Patricia Del Monaco

Patricia Del Monaco, First Selectman
Dated this 8th day of September, 2023

TOWN OF NEW FAIRFIELD
FISCAL 2022-2023
Intra-Department Transfer

TRANSFER FROM:		TRANSFER TO:			
\$'S	\$'S	\$'S	\$'S		
1,821.00	001-4110-0000-000 / 110.00	BOS - Salaries	1,821.00	001-4110-0000-000 / 105.00	BOS - Elected Salaries
131.00	001-4120-0000-000 / 610.00	Town Clerk - M&S	131.00	001-4120-0000-000 / 340.00	Town Clerk - Indexing & Microfilming
210.00	001-4120-0000-000 / 610.00	Town Clerk - M&S	210.00	001-4120-0000-000 / 105.00	Town Clerk - Elected Salaries
390.00	001-4120-0000-000 / 110.00	Town Clerk - Salaries	390.00	001-4120-0000-000 / 105.00	Town Clerk - Elected Salaries
604.00	001-4140-0000-000 / 110.00	ROV - Salaries	623.00	001-4140-0000-000 / 105.00	ROV - Elected Salaries
19.00	001-4140-0000-000 / 610.00	ROV - M&S			
189.00	001-4151-0000-000 / 610.00	BOF - M&S	189.00	001-4151-0000-000 / 110.00	BOF - Salaries
390.00	001-4154-0000-000 / 331.00	Tax Collector - Delinq. Tax Collection	390.00	001-4154-0000-000 / 105.00	Tax Collector - Elected Salaries
5,476.00	001-4164-0000-000 / 260.00	Unclassified Payroll & Benefits - Workers Comp	5,476.00	001-4164-0000-000 / 220.00	Unclassified P&B - Social Security
7,255.00	001-4161-0000-003 / 332.01	Legal - Labor	5,698.00	001-4161-0000-004 / 332.01	Legal - General
			123.00	001-4161-0000-005 / 332.01	Legal - Health
			128.00	001-4161-0000-006 / 332.01	Legal - Planning
			711.00	001-4161-0000-007 / 332.01	Legal - Zoning
			595.00	001-4161-0000-008 / 332.01	Legal - ZBA
4,705.00	001-4195-0005-000 / 620.03	Utilities - Fuel Oil	8,705.00	001-4195-0000-000 / 626.00	Utilities - Gasoline & Diesel
3,000.00	001-4195-0003-000 / 620.01	Utilities - Electric			
1,000.00	001-4195-0006-000 / 620.04	Utilities - Other			
1,583.00	001-4210-0001-000 / 130.00	PD - Overtime	1,583.00	001-4210-0004-000 / 130.04	PD - Training Overtime
7,915.00	001-4215-0000-000 / 112.00	Communications Center - Part-time Salaries	7,915.00	001-4215-0000-000 / 110.00	Communications Center - Salaries
3,126.00	001-4220-0001-000 / 430.09	Fire Companies - Maintenance & Repairs	3,126.00	001-4220-0000-000 / 610.02	Fire Companies - Department M&S
385.00	001-4220-0001-000 / 610.03	Fire Companies - Supplies & Equipment	315.00	001-4220-0000-000 / 290.01	Fire Companies - Physicals
			70.00	001-4220-0005-000 / 610.01	Fire Companies - Portable Equipment
300.00	001-4240-0000-000 / 610.00	Building Inspector - M&S	300.00	001-4240-0000-000 / 110.00	Building Inspector - Salaries
95.00	001-4295-0000-000 / 610.00	Animal Control - M&S	95.00	001-4295-0000-000 / 110.00	Animal Control - Salaries
2,890.00	001-4310-0000-000 / 130.00	Public Works - Overtime	2,890.00	001-4310-0000-000 / 421.01	Public Works - Disposal of Waste
684.00	001-4410-0000-000 / 344.00	Health - Water Tests	684.00	001-4410-0000-000 / 110.00	Health - Salaries
42,168.00			42,168.00		

**TOWN OF NEW FAIRFIELD
FISCAL 2022-2023
Inter-Department Transfer**

<u>\$'S</u> TRANSFER FROM:		<u>\$'S</u> TRANSFER TO:			
4,229.00	001-4160-0000-000 / 140.00	Unclassified Payroll&Benefits - Salary Adj	755.00	001-4120-0000-000 / 105.00	Town Clerk - Elected Salaries
			1.00	001-4152-0000-000 / 105.00	Treasurer - Elected Salaries
			1,613.00	001-4154-0000-000 / 105.00	Tax Collector - Elected Salaries
			1,439.00	001-4154-0000-000 / 110.00	Tax Collector - Salaries
			421.00	001-4240-0000-000 / 110.00	Building Inspector - Salaries
3,500.00	001-4110-0000-000 / 330.00	BOS - Grant Administrator	380,000.00	001-4900-0000-000 / 601.00	Internal Service - Medical Expenses
12,000.00	001-4150-0000-000 / 110.00	Finance - Salaries			
4,000.00	001-4160-0000-000 / 140.00	Unclassified Payroll&Benefits - Salary Adj			
8,000.00	001-4160-0000-000 / 250.00	Unclassified Payroll&Benefits - Unemployment			
10,000.00	001-4160-0000-000 / 260.00	Unclassified Payroll&Benefits - Workers Comp			
11,000.00	001-4163-0000-000 / 520.01	General Insurance - Property&Casualty			
2,000.00	001-4164-0003-000 / 431.02	Business Machines - Finance Equipment			
2,000.00	001-4164-0005-000 / 430.04	Business Machines - Copier Maintenance			
12,000.00	001-4164-0007-000 / 430.06	Business Machines - System Administrator			
1,500.00	001-4191-0000-000 / 110.00	Planning Commission - Salaries			
2,000.00	001-4191-0000-000 / 610.00	Planning Commission - M&S			
9,000.00	001-4192-0000-000 / 110.00	Zoning - Salaries			
1,500.00	001-4194-0000-000 / 610.00	Economic Development Comm - M&S			
1,500.00	001-4196-0000-000 / 110.00	PBC - Salaries			
16,000.00	001-4197-0000-000 / 110.00	Land Use - Salaries			
49,000.00	001-4210-0000-000 / 110.00	PD - Salaries			
6,000.00	001-4210-0000-000 / 291.00	PD - Uniforms			
35,000.00	001-4210-0000-000 / 317.00	PD - Resident State Trooper-Sergeant			
2,000.00	001-4210-0000-000 / 610.00	PD - M&S			
7,000.00	001-4210-0000-000 / 742.00	PD - Vehicle Maintenance			
4,000.00	001-4210-0001-000 / 130.00	PD - Overtime			
19,000.00	001-4210-0001-000 / 317.01	PD - Resident Sergeant Overtime			
9,000.00	001-4210-0002-000 / 130.02	PD - Private Duty Overtime			
45,000.00	001-4210-0002-000 / 317.02	PD - Resident State Troopers			
25,000.00	001-4210-0003-000 / 317.03	PD - Resident State Troopers Overtime			
32,000.00	001-4210-0005-000 / 130.00	PD - SRO Overtime			
1,500.00	001-4225-0000-000 / 610.00	Fire Marshal - M&S			
3,000.00	001-4290-0000-000 / 110.00	OEM - Salaries			
6,000.00	001-4290-0000-000 / 610.00	OEM - M&S			
9,000.00	001-4310-0000-000 / 110.00	Public Works - Salaries			
3,000.00	001-4310-0000-000 / 130.00	Public Works - Overtime			
11,000.00	001-4440-0000-000 / 110.00	Social Services - Salaries			
1,500.00	001-4470-0000-000 / 110.00	Commission on Aging - Salaries			
16,000.00	001-4550-0000-000 / 110.00	Library - Salaries			
384,229.00			384,229.00		

Submitted at the BOS meeting on 09/14/2023
To be submitted at the BOF the meeting on 09/20/2023

**TOWN OF NEW FAIRFIELD
FISCAL 2023-2024
Intra-Department Transfer**

<u>\$'S</u>	<u>TRANSFER FROM:</u>	<u>\$'S</u>	<u>TRANSFER TO:</u>
37,730.00	001-4310-0000-000 / 451.00	37,730.00	001-4310-0000-000 / 452.00
	Public Works - Road Repair		Public Works - Town Aid/LOCIP
2,500.00	001-4161-0000-001 / 332.01		
2,500.00	001-4161-0000-006 / 332.01	5,000.00	001-4161-0000-000 / 334.01
	Professional Services Legal - Land		Professional Services - Consulting
	Professional Services Legal - Planning		
42,730.00		42,730.00	

Submitted at the BOS meeting on 09/14/2023

**TOWN PROPERTIES
CAPITAL BUDGET
301-4340-0000-000 / 700.14**

	Building Repair Reserve	Well Testing	Replace Air Handler and AC Unit Annex Building	Replace HVAC Co. A	PD Cameras	Interior Painting Annex	DOC Light Poles Installation	DOC Office Repair / Replacement	Total
Carryover Current Year	80,132.98	9,000.00	30,000.00	40,000.00	4,900.00	11,000.00	14,000.00		119,032.98
Transfers/Donations									
Submitted to BOS 09/14/23	(23,000.00)							23,000.00	(23,000.00)
Expenditures									
Encumbered									
PO #20000004 - Bob Conley & Son						(6,600.00)			(6,600.00)
PO #23000806 Shock Electric							(13,744.00)		(13,744.00)
PO #24000429 SLR International		(6,000.00)							(6,000.00)
Balance	77,132.98	3,000.00	30,000.00	40,000.00	4,900.00	4,400.00	256.00	23,000.00	159,688.98

**TOWN OF NEW FAIRFIELD
REFUND REQUESTS
TAX COLLECTOR'S OFFICE
September 14, 2023**

	LAST NAME	FIRST NAME	BILL NUMBER	TAX TYPE	\$ AMOUNT	REASON	DATE SIGNED
1	ACAR LEASING		2023-3-50061	MV	\$ 339.11	ADJUSTMENT BY ASSESSOR	
2	BRODERICK	JESSE	2021-4-80171	MVS	\$ 130.75	ADJUSTMENT BY ASSESSOR	
3	FAIRCHILD	PAMELA	2022-3-53519	MV	\$ 14.83	ADJUSTMENT BY ASSESSOR	
4	FOSTER	TROY AND AMY	2022-3-53987	MV	\$ 32.36	ADJUSTMENT BY ASSESSOR	
5	GIBSON	LESLEY	2022-3-54379	MV	\$ 71.09	ADJUSTMENT BY ASSESSOR	
6	HALPIN	ALAN	2022-3-54796	MV	\$ 27.43	ADJUSTMENT BY ASSESSOR	
7	HONDA LEASE		2022-3-55278	MV	\$ 837.59	ADJUSTMENT BY ASSESSOR	
8	JENKS	WILLIAM & DONNA	2022-3-55781	MV	\$ 17.92	ADJUSTMENT BY ASSESSOR	
9	JHAWAR	UMA & RAMESH	2021-1-2770	RE	\$ 1,426.06	PAYMENT MADE ERROR	
10	MILL	MICHAEL	2022-3-58130 AND 58133	MV	\$ 12.37	ADJUSTMENT BY ASSESSOR	
11	REYES	ALICIA	2022-3-59962 & 59963	MV	\$ 92.02	ADJUSTMENT BY ASSESSOR	
12	SMYTH	MICHAEL	21-3-61071 & 22-3-61168	MV	\$ 272.72	ADJUSTMENT BY ASSESSOR	
13	VCFS AUTO FINANCE		21-3-62141	MV	\$ 348.26	ADJUSTMENT BY ASSESSOR	
14	VW CREDIT LEASING		21-3-62271 & 22-3-62374	MV	\$ 593.10	ADJUSTMENT BY ASSESSOR	
15							
16							
17							
18							
					\$ 4,215.61		

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
September 14, 2023

	LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
NEW HIRES:							
1	RANDAZZO	LINDA	PROGRAM INSTRUCTOR	RECREATION	\$10./HR. + COMMISSION	RECREATION	9/14/2023
CHANGE IN STATUS							
2	DIBIASE	MICHAEL	LABORER	PUBLIC WORKS	\$22/HR.	ADDITIONAL DUTIES AND CDL	10/1/2023
SEPARATION							

Chapter 10 – OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 10-6. – Sex Offenders

- (a) *Purpose.* The Town of New Fairfield (the “Town”) has a compelling interest in protecting children from the threat of sexual abuse from sex offenders. Therefore, it is hereby resolved that, to preserve and promote the health, safety and general welfare of the children of the Town, it is in the common interest to enact reasonable regulations restricting sex offenders from entering Child Safety Zones.
- (b) *Definitions.* When used in this chapter, the terms, phrases, words and derivations shall have the meanings set forth thereafter. When not inconsistent with the context, words in the plural number include the singular and words in the singular number include the plural. The word “shall” is always mandatory and not merely directory. Terms not defined below shall have the meanings set forth in Section 54-250 of the Connecticut General Statutes, as amended.

CHILD SAFETY ZONE – Any park, school, playground, recreation center, bathing beach, swimming pool or wading pool, gymnasium, sports field, sports facility, or library, which is: 1) under the jurisdiction of any department, agency, or authority of the Town, including, but not limited to, the Board of Education of the Town of New Fairfield; or 2) leased by the town to another person or entity for the purpose of operating a park, school, playground, recreation center, bathing beach, swimming pool or wading pool, gymnasium, sports field, or sports facility. “Child Safety Zone” also includes any and all buildings, land, parking areas or other improvements located on the same parcel on which each of the aforementioned facilities is located, but does not include any public street, and also does not include any public sidewalk which is located on the outside boundary of a Child Safety Zone.

SEX OFFENDER-

A. A person who:

- (1) Has been convicted or found not guilty by reason of mental disease or defect of any one or more of the following offenses as defined in Section 54-250 of the Connecticut General Statutes, as amended:
 - (a) A “criminal offense against a victim who is a minor”;
 - (b) A “nonviolent sexual offense”;
 - (c) A “sexually violent offense”;
 - (d) Any felony that the court finds was committed for a “sexual purpose”; and

(2) Is required to register with the Commissioner of Public Safety pursuant to Section 54-251, 54-252, 54-253 or 54-254 of the Connecticut General Statutes, as amended; or

B. A person who has been convicted or found not guilty by reason of mental disease or defect in any other state, in a federal or military court or in any foreign jurisdiction, of any crime, the essential elements of which are substantially the same as any of the crimes specified in Subdivisions (2), (5) and (11) of Section 54-250 of the Connecticut General Statutes, as amended, and which requires registration as a sexual offender in such other state or in the federal or military system, and who resides in this state on and after October 1, 1998.

(c) *Prohibition.* It shall be unlawful for a sex offender to be present in a Child Safety Zone.

(d) *Exclusions.* This chapter shall not apply:

- A. To any person whose name has been removed from the Connecticut Department of Public Safety's Sex Offender Registry ("Sex Offender Registry") or from the registry of any other state or in the federal or military system by act of a court or by expiration of the term such person is required to remain on such registry.
- B. To any sex offender who enters into a facility in a Child Safety Zone for the sole purpose of voting in any municipal, state or federal election or referendum, provided that the person leaves the facility immediately after voting.
- C. To any sex offender who enters a Child Safety Zone for the purpose of dropping off or picking up his or her own child, provided that the sex offender leaves the zone immediately after dropping off or picking up his or her child.
- D. To any sex offender who enters a Child Safety Zone for the purpose of meeting with an adult, such as a teacher, administrator or nurse, to discuss his or her own child's medical or educational issues, provided that the sex offender leaves the zone immediately after completing the meeting or discussion.
- E. To the extent that the conduct prohibited by this chapter is in conflict with any sentence or order of probation or parole imposed upon a sex offender.

(e) *Notice.*

- A. The First Selectman acting as Chief of Police or the Resident State Trooper, or his/her designee shall make reasonable efforts to provide prompt, actual written notice of the enactment of this chapter (which notice shall contain a copy of the chapter) to all persons who are listed on the Sex Offender Registry as of the effective date of this chapter, as well as those persons who are added to the Sex Offender Registry thereafter, which persons' addresses (as shown on the Sex

Offender Registry) are within the Town. Such notice requirement may be satisfied by mailing of such notice by registered or certified mail, return receipt requested, to the last known address of such person as listed on the Sex Offender Registry or as otherwise known to the First Selectman acting as Chief of Police or the Resident State Trooper or his/her designee. The failure of any person to receive such actual written notice shall not be a defense to a violation of this chapter.

- B. Each Child Safety Zone shall be identified by a sign conspicuously posted at the primary entrance to the zone and any building within the zone. The Town of New Fairfield will prepare and make available a document listing each Child Safety Zone.

(f) *Enforcement, penalties for offenses.*

- A. If a police officer reasonably believes that a sex offender is in a Child Safety Zone in violation of this chapter, the officer shall require the suspected sex offender to provide his/her name, address, and telephone number. If it is established that the individual is a sex offender, then the officer may issue a citation to the offender and shall require the offender to leave the Child Safety Zone.
- B. Any person in violation of this chapter shall be fined in the amount of \$250 for each violation, or the maximum amount permitted by law.

(g) *Severability.* Any provision of this chapter held to be unconstitutional or superseded by state law or regulation shall not serve to invalidate the remaining unaffected provisions hereof. No provision of this chapter shall serve to validate any activity otherwise prohibited by state or local law or lawfully enacted zoning regulations.



Town of New Fairfield

*Selectmen's Office
4 Brush Hill Road
New Fairfield, Connecticut*

WARNING!

SPECIAL TOWN MEETING TOWN OF NEW FAIRFIELD

Notice is hereby given to the electors of the Town of New Fairfield and those entitled to vote at Town Meetings that a Town Meeting will be held on Thursday, September 28, 2023 at 7:00 P.M. at the Senior Center Community Room at 33 Route 37 for the following purpose to wit:

1. To consider and take action upon the adoption of a Sex Offender Ordinance defining reasonable regulations restricting sex offenders from entering Child Safety Zones within the Town of New Fairfield.

The full text of the proposed Ordinance is on file and available for public inspection in the Office of the Selectmen.

Dated at New Fairfield, Connecticut this 14th day of September 2023

Patricia Del Monaco
First Selectman

Khris Hall
Selectman

Lori-Ann Beninson
Selectman

Solar Energy System Letter of Intent

This Letter of Intent (“LOI”) is made as of 9/12/2023 (the “Effective Date”), by and between **Greenleaf Energy Solutions, LLC**, a Connecticut limited liability company (“GES”), with its principal place of business at 119 Hawley Road, Oxford, CT 06478, and **The Town of New Fairfield** (“Customer”), with its principal place of business at **15 North Granby Road, Granby, CT 06035**, (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

GES provides, energy engineering, efficiency, and solar energy facility development services, and the Customer is the owner of certain real properties located at:

- **33 Bigelow Road, New Fairfield, CT 06812**

(the “Site”), is a distribution customer of **Eversource** (the “Utility”), and desires that GES design, construct and install a solar generating facility on the Site.

The Parties agree as follows:

1. **Energy and Solar Feasibility Study:** (The “ESFS”) The Parties intend to explore the feasibility, through Energy and Solar Feasibility Study provided by GES for the Proposed Transaction. The ESFS provides a reasonably detailed scope of solar services, including solar array size, design, engineering, including ancillary equipment, metering, necessary interconnections, applications, and permitting necessary as conceptualized in Appendix A.

2. **Funding:** In conjunction with the internal ESFS, Customer and GES shall work to determine appropriate funding for the project as a purchase, lease, power purchase agreement, or C-PACE financing. GES will provide documentation and analysis for funding options and help facilitate any third-party negotiations.

3. **Performance Bond:** A performance bond will be required with submission of the application to the utility tariff program. The sum is required from the customer for the performance bond prior to GES’s submission of the Tariff application. This performance bond is refunded if the project is not selected, the project is not able to interconnect or once the project is completed. The cost of the performance bond is based on the system size at \$25.00 per kilowatt AC.

Project Total System Size (kW AC): 2,000
Estimated Performance Bond Amount: \$50,000.00
Customer Responsible for: \$50,000.00

4. **Definitive Agreements:** Following receipt of the Tariff Award and prior to further validation of the ESFS and securing a solar funding solution, the Parties agree to execute definitive agreements that will govern the Proposed Transaction and will contain those terms customary for a transaction of this type (the “Definitive Agreements”). The Definitive Agreements will supersede this LOI.

5. **Exclusivity & Site Control:** Until the earlier of eighteen (18) months from the Effective Date and the execution of the Definitive Agreements, Customer will not, and will not cause or permit any of its representatives to, (i) solicit, encourage or initiate proposals, inquiries or offers from, participate in

negotiations with, or provide any material information to, any person (other than GES or its representatives or any government entities concerning the Proposed Transaction) concerning a solar energy project at the Site; or (ii) enter into any transaction with any person other than GES concerning the design, development, and operation of a solar energy project at the Site. The Parties acknowledge and agree that, before executing this LOI and during the term of this LOI, GES has and will incur expenses to develop, produce and provide the ESFS. GES respectfully requests a development fee of \$15,000.00.

6. Utility: Notwithstanding the above, the Parties acknowledge that their desire to pursue the Proposed Transaction as contemplated under this LOI is dependent upon approval by the Utility. Upon notification of Tariff program acceptance, a performance bond is due to secure the winning tariff bid. This performance bond is required within 14 days of notification and is refunded to the customer after the completion of the project. If the Proposed Transaction is not approved by the Utility for whatever reason, GES and the Customer shall have no liability.

7. Confidentiality: All information concerning each Party, the Site, and the Proposed Transaction is designated as proprietary and disclosed in confidence to the other Party during the term of this LOI, and the receiving party shall not publish or otherwise disclose it to any other entity without the prior written approval of the disclosing party. The ESFS and the information contained therein is the confidential information of GES.

8. Intellectual Property: All intellectual property prepared and created pursuant to this LOI or in the ESFS shall remain the property of GES unless otherwise agreed in the Definitive Agreements. GES shall retain the copyright of all documents prepared by it as well as ownership of any know-how, trade secrets, inventions, processes, and any other intellectual property communicated to Customer; provided, however, that, subject to due observance of any confidentiality obligations to which Customer may be subject, Customer shall be entitled to use the same, and GES hereby grants Customer a limited license to use the same, for the Proposed Transaction so long as the LOI is in effect and Customer is not in default under these terms.

9. Costs: Other than as set forth herein or in the Definitive Agreements, each Party shall be responsible for and bear all of its costs and expenses incurred in connection with the Proposed Transaction. Each Party shall indemnify the other Party against any third-party claim for payment of any finder's fee, commission, or other compensation with respect thereto.

10. Consents: Each Party agrees to seek to obtain all necessary consents and approvals, including those from governmental agencies or authorities, utilities, lenders, landlords, customers, and other third parties and to endeavor to comply with all legal or contractual requirements, for the Proposed Transaction.

11. Legal Effect of LOI: The Parties understand that except as expressly set forth herein, this LOI constitutes a non-binding statement of GES proposal with respect to the Proposed Transaction and does not contain all matters upon which agreement would need to be reached in order for the Proposed Transaction to be consummated, and therefore does not constitute a binding commitment or agreement.

Any representation to the contrary shall be void. The following sections of this LOI are binding upon the Parties: Exclusivity; Confidentiality; Intellectual Property; and Governing Law.

12. Governing Law: This LOI shall be governed by, and construed in accordance with, the internal laws of the State of Connecticut without regard to principles of conflicts of law and shall supersede any and all prior agreements between the Parties hereto with regard to the subject matter herein. No change, modification, alteration, or addition to any provision of this LOI shall be binding unless in writing and signed by an authorized representative of each of the Parties hereto.

13. Counterparts: This LOI may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their authorized representatives as of the date first set forth above.

Customer

Greenleaf Energy Solutions, LLC



Name:

Name: Kevin Siebrecht

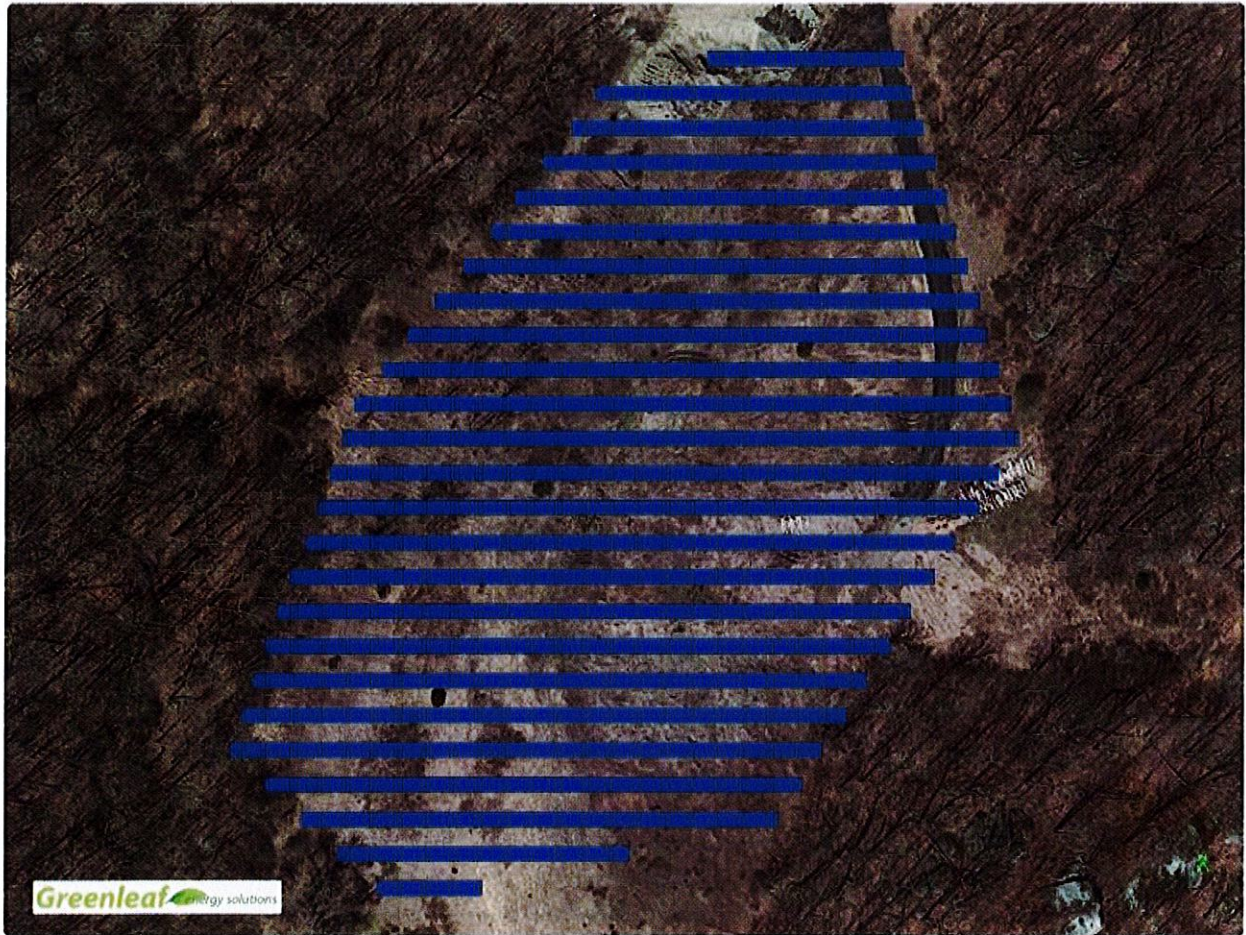
Title: _____

Title: CEO

Date: _____

Date: 9/12/2023

Appendix A



Project Specifications	
System Size (KWs) DC	2630
First Year kWh production	3,504,000
Utility kWh cost or Tariff	0.1225
Financed Amount (with closing fees)	6,910,888
Total Tax Credits and Depreciation	2,073,266
First Year Tariff Benefit	214,620
Roof Cost	-
Net Solar PV System Cost after Incentives	4,623,002

25 Year Operating Income Increase

\$ 6,074,610

Year	Capital Needed	System Production	Utility Rate	Savings/ Revenue	Other Incentive (RECs)	Loan Payment	Investment Tax Credit	State/Fed Depreciation	Total Annual Increase	Cumulative
1	0	3,504,000	\$ 0.1225	\$ 214,620	\$ -	\$ -	\$ -	\$ -	\$ 214,620	\$ 214,620
2		3,489,984	\$ 0.1256	\$ 438,211	\$ -	\$ (552,534)	\$ -	\$ -	\$ (114,323)	\$ 100,297
3	\$ (2,073,266)	3,476,024	\$ 0.1287	\$ 447,370	\$ -	\$ (371,898)	\$ 2,073,266	\$ -	\$ 75,472	\$ 175,769
4		3,462,120	\$ 0.1319	\$ 456,720	\$ -	\$ (371,898)	\$ -	\$ -	\$ 84,822	\$ 260,591
5		3,448,271	\$ 0.1352	\$ 466,265	\$ -	\$ (371,898)	\$ -	\$ -	\$ 94,368	\$ 354,959
6		3,434,478	\$ 0.1386	\$ 476,010	\$ -	\$ (371,898)	\$ -	\$ -	\$ 104,112	\$ 459,071
7		3,420,740	\$ 0.1421	\$ 485,959	\$ -	\$ (371,898)	\$ -	\$ -	\$ 114,061	\$ 573,132
8		3,407,058	\$ 0.1456	\$ 496,115	\$ -	\$ (371,898)	\$ -	\$ -	\$ 124,218	\$ 697,350
9		3,393,429	\$ 0.1493	\$ 506,484	\$ -	\$ (371,898)	\$ -	\$ -	\$ 134,586	\$ 831,936
10		3,379,856	\$ 0.1530	\$ 517,070	\$ -	\$ (371,898)	\$ -	\$ -	\$ 145,172	\$ 977,108
11		3,366,336	\$ 0.1568	\$ 527,876	\$ -	\$ (371,898)	\$ -	\$ -	\$ 155,979	\$ 1,133,087
12		3,352,871	\$ 0.1607	\$ 538,909	\$ -	\$ (371,898)	\$ -	\$ -	\$ 167,011	\$ 1,300,098
13		3,339,459	\$ 0.1647	\$ 550,172	\$ -	\$ (371,898)	\$ -	\$ -	\$ 178,274	\$ 1,478,373
14		3,326,101	\$ 0.1689	\$ 561,671	\$ -	\$ (371,898)	\$ -	\$ -	\$ 189,773	\$ 1,668,146
15		3,312,797	\$ 0.1731	\$ 573,410	\$ -	\$ (371,898)	\$ -	\$ -	\$ 201,512	\$ 1,869,658
16		3,299,546	\$ 0.1774	\$ 585,394	\$ -	\$ (371,898)	\$ -	\$ -	\$ 213,496	\$ 2,083,154
17		3,286,348	\$ 0.1819	\$ 597,629	\$ -	\$ (371,898)	\$ -	\$ -	\$ 225,731	\$ 2,308,885
18		3,273,202	\$ 0.1864	\$ 610,119	\$ -	\$ (371,898)	\$ -	\$ -	\$ 238,221	\$ 2,547,107
19		3,260,110	\$ 0.1911	\$ 622,871	\$ -	\$ (371,898)	\$ -	\$ -	\$ 250,973	\$ 2,798,080
20		3,247,069	\$ 0.1958	\$ 635,889	\$ -	\$ (371,898)	\$ -	\$ -	\$ 263,991	\$ 3,062,071
21		3,234,081	\$ 0.2007	\$ 649,179	\$ -	\$ (371,898)	\$ -	\$ -	\$ 277,281	\$ 3,339,352
22		3,221,144	\$ 0.2057	\$ 662,747	\$ -	\$ -	\$ -	\$ -	\$ 662,747	\$ 4,002,098
23		3,208,260	\$ 0.2109	\$ 676,598	\$ -	\$ -	\$ -	\$ -	\$ 676,598	\$ 4,678,696
24		3,195,427	\$ 0.2162	\$ 690,739	\$ -	\$ -	\$ -	\$ -	\$ 690,739	\$ 5,369,435
25		3,182,645	\$ 0.2216	\$ 705,175	\$ -	\$ -	\$ -	\$ -	\$ 705,175	\$ 6,074,610
Totals	(2,073,266)	83,521,357		\$ 13,693,200	\$ -	(7,618,590)	\$ 2,073,266	\$ -	\$ 6,074,610	\$ 6,074,610