

PURCHASE AND SALE AGREEMENT

This agreement together with the Exhibits attached hereto (the "Agreement") made this 15th day of September, 2016 ("Effective Date") by and between the Seller, The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource") a Connecticut corporation with principal offices located at 107 Selden Street, Berlin, Connecticut, and the Buyer, the Town of Darien, Connecticut, a municipal corporation, organized and existing under the laws of the State of Connecticut (the "Town") with principal address of 2 Renshaw Road, Darien, CT 06820 (collectively, "the Parties").

In consideration for the promises made herein, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Town hereby purchases from Eversource, and Eversource sells to the Town, only those streetlights, floodlights, brackets, photocells and poles specifically listed in Exhibit A (the "Equipment") effective as of September 15, 2016. Any streetlights, floodlights, brackets, photocells, poles, or other facilities not specifically listed in Exhibit A are not the subject of this purchase and are not subject to the terms of this Agreement.
2. Sale Price: One Hundred and Fifty-Four Thousand, Three Hundred and Forty-Seven Dollars and 6/100 (\$154,347.06). The Sale Price shall be paid by the Town on or before the Effective Date. The Sale Price is for the purchase of only those facilities specifically listed and described in Exhibit A.

The Town is exempt from the payment of taxes imposed by the Federal government and/or the State of Connecticut and shall provide Eversource a copy of its tax Exemption Certificate on or before the Closing Date.

3. The Town shall assume title to the Equipment as of the Effective Date.
4. The sale is "AS IS, WHERE IS". At least three (3) days prior to the effective date, the Town shall provide a report to Eversource ("Certification Report"), which certifies that no Equipment is damaged, or if any of the Equipment is damaged or inoperable, the Town shall notify Eversource, and Eversource shall repair such Equipment which has been documented in written reports provided by the Town prior to the Effective Date.

The description of the Equipment set forth in Exhibit A furnished to the Town by

Eversource is for the sole purpose of identifying the Equipment and DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION THAT THE EQUIPMENT AND/OR MATERIAL SHALL CONFORM TO SUCH DESCRIPTION OR ANY CONDITION REFERRED TO THEREIN. EVERSOURCE WARRANTS ONLY TITLE TO THE EQUIPMENT AND THAT IT WAS INSTALLED AND MAINTAINED THROUGH THE CLOSING DATE IN COMPLIANCE WITH RATE 116. EVERSOURCE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. Prior to taking possession of the Equipment, Eversource has given the Town sufficient opportunity to inspect the Equipment consistent with necessary safety precautions.
6. As of the Effective Date, the Town shall assume all risks associated with ownership and use of the Equipment and neither Eversource, nor its directors, officers, employees, agents, affiliated companies, and representatives, shall assume responsibility or liability for any damages associated with said Equipment after the Effective Date. This clause shall supplement the indemnification provision in the Rate 117 Agreement and not be limited by the language in Rate 117.
7. Town agrees to indemnify and hold Eversource, its parent, affiliates, subsidiaries and their officers, directors, trustees, agents, and employees harmless against any and all liabilities, injuries, penalties, demands and claims, causes of action, suits, losses, damages, costs and expenses resulting from any act or omission of the Town in performance of maintenance, installation, removal, replacement, relocation, transfer or any other activities involving the Equipment, which may occur after the Effective Date of this Agreement.

Eversource agrees that Town shall not be liable to Eversource under this Agreement for liabilities, penalties, claims, losses or damages resulting from Eversource's negligence.

Town, recognizing that there is a possibility that flammable, toxic or other hazardous materials may have come in contact with and may be contained in the Equipment being sold hereunder, expressly assumes, as of the Effective Date, all risk of and responsibility for injury or damage to the Town, its agents, employees, vendees, and subcontractors based on or arising out of ownership, possession, dismantling, removal, handling or use of the Equipment. Town agrees to take all necessary precautions when inspecting, repairing; or maintaining the Equipment.

8. As of the Effective Date, Eversource hereby assigns all manufacturers warranties applicable to the Equipment, if any, to the Town. Eversource certifies that there are no outstanding liens, contracts, or obligations related to the equipment.

9. Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to circumstances beyond that party's control including but limited to acts of God, war, riot, strikes, sabotage, and actions of governmental authorities.
10. No waiver by either party with respect to any breach or default of any right, remedy or obligation hereunder nor any course of dealing between the parties shall be deemed to constitute a waiver of any other breach or default of any other right or remedy.
11. Town may not assign its rights prior to closing hereunder without prior written consent of Eversource.
12. As of the Effective Date, the Town agrees to abide by Eversource's policy NB-208 and Rate 117 tariff, both of which may be amended from time to time after approval from the Public Utilities Regulatory Authority. However, the Town will be billed on Rate 117 for the Equipment listed in Exhibit A commencing on the day after the Effective Date.

The Parties agree that, subsequent to the execution of this Agreement for purposes of proper billing under the Rate 117 tariff, the Equipment identified in Exhibit A may be modified, in accordance with the amendment procedure and Exhibit B referenced in Eversource's policy NB 208 and Exhibit NB-208-A attached thereto.
13. This Agreement constitutes the entire agreement between the Town and Eversource and no other verbal or written prior communications shall be considered a part of this Agreement.
14. In the event of a conflict between this Agreement and Eversource's New Business Policies or tariffs, which may be modified from time to time, by the Connecticut Public Utilities Regulatory Authority ("PURA"), the terms of the NB Policies or tariffs, as amended and approved by PURA shall control.
15. Any and all fees associated with this sale are the responsibility of the Town.
16. The Parties agree to use their respective best efforts to resolve any dispute(s) which may arise regarding this Agreement. If a dispute arises that cannot be resolved among the representatives of the Parties involved in the daily management and implementation of this matter, the Town Administrator (or other representative duly designated by the Town) and the Company's senior electric delivery operations manager will use their respective best efforts to resolve such dispute. If those individuals are unable to resolve the dispute within a reasonable time period, the Parties agree to submit the dispute to alternative dispute resolution in the form of non-binding mediation for resolution prior to

seeking to enforce this Agreement before a court or PURA, or its successor agency.

17. This Agreement shall be construed under the laws of the State of Connecticut.
18. Both Parties acknowledge that they have read the terms and conditions of this Agreement, understand the content herein, and freely and voluntarily assent to all of the terms herein.
19. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.
20. Town and Eversource shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including without limitation Connecticut PURA rules, regulations, and decisions. In the event of noncompliance with any such law, ordinance, rule or regulation, the non-complying Party shall not be deemed in breach of this Agreement without first being provided notice and sufficient time to cure such non-compliance.

I accept all the Terms and Conditions of this Agreement and agree to be bound by them.

Witness:

TOWN OF DARIEN, CT

Edward A. Gendron

By:

Jayne Stevenson

Jayne Stevenson
Title: First Selectman
Duly Authorized

STATE OF CONNECTICUT)

)

SS:

Darien

COUNTY OF STAMFORD)

On this 15th day of September, 2016, before me, the undersigned officer, personally appeared: Jayne Stevenson, who acknowledged to be the First Selectman of the Town of Darien, CT, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company as the free act and deed of said Company.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public:

John Wayne Fox

My commission expires:

John Wayne Fox

Commission Expires Court

Witness:

[Signature]

THE CONNECTICUT LIGHT AND POWER
COMPANY dba EVERSOURCE ENERGY

By:

Title:

Duly Authorized

Kenneth Bowes

STATE OF CONNECTICUT)

) SS:

COUNTY OF HARTFORD)

On this 16th day of September, 2016, before me, the undersigned officer, personally
appeared: Kenneth Bowes, who acknowledged to be the
VP-Engineering

of The Connecticut Light and Power Company d/b/a/ Eversource Energy
and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Company as the free act and deed of said Company.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public:

My commission expires:

Laura M. Perzanowski

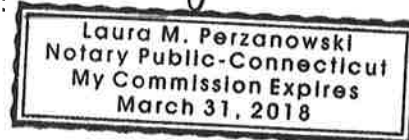


EXHIBIT A

Connecticut Light and Power
Fixtures Dedicated to Streetlighting Net Value as of 03/01/2016
Town of Darien

Company	Location	Year	Quantity	Original Cost	Allocated Reserve	Net Book Value
Connecticut Light and Power	Darien, Connecticut	1936	2	47.016	32.064	14.952
		1938	3	127.81	84.97	42.84
		1939	9	335.96	220.57	115.39
		1940	9	350.6	227.32	123.28
		1941	4	171.87	110.05	61.82
		1942	4	178.71	112.99	65.72
		1943	2	80.46	50.24	30.22
		1944	8	401.16	247.33	153.83
		1945	9	376.02	228.91	147.11
		1946	12	670.69	403.16	267.53
		1947	14	2221.24	1318.32	902.92
		1948	9	639.83	374.93	264.9
		1949	12	883.99	511.42	372.57
		1950	19	1291.06	737.41	553.65
		1951	17	1822.07	1027.38	794.69
		1952	23	2190.98	1219.54	971.44
		1953	11	977.25	536.94	440.31
		1954	21	1707.88	926.23	781.65
		1955	12	1091.13	584.05	507.08
		1956	22	1844.21	974.25	869.96
		1957	10	943.8	492.04	451.76
		1958	8	678.57	349.09	329.48
		1959	11	1041.79	528.83	512.96
		1960	4	406.96	203.82	203.14
		1961	29	3657.96	1807.42	1850.54
		1962	8	1108.24	540.17	568.07
		1963	10	1244.2	598.17	646.03
		1964	5	690.28	327.3	362.98
		1965	15	1762.38	824.09	938.29
		1966	25	2414.42	1113.2	1301.22
		1967	32	2781.74	1264.51	1517.23
		1968	2	139.76	62.63	77.13
		1969	3	253.55	111.98	141.57
		1970	20	1719.74	748.55	971.19
		1971	9	864.55	370.79	493.76
		1972	7	625.7	264.37	361.33
		1973	15	1065.96	443.62	622.34
		1974	4	338.32	138.66	199.66
		1975	4	683.2	275.69	407.51
		1977	5	624.1	243.97	380.13
		1978	3	450.09	173.11	276.98
		1979	7	926.73	350.58	576.15
		1980	5	1047.85	389.78	658.07
		1981	11	669.87	244.94	424.93
		1982	2	463.81	166.65	297.16
		1983	7	1562.62	551.5	1011.12
		1984	7	1078.13	373.61	704.52
		1985	6	1877.64	638.59	1239.05
		1986	3	744.32	248.33	495.99
		1989	0	46.05	14.45	31.6
		1991	11	1400.54	420.7	979.84
		1994	7	2101.91	587.26	1514.65
		1995	9	1976.44	537.89	1438.55
		1996	9	1841.69	487.61	1354.08
		1997	8	1288.09	331.31	956.78
		1998	2	274.09	68.38	205.71
		1999	5	1114.77	269.25	845.52
		2000	9	1439.1	335.83	1103.27
		2001	15	3251.39	731.39	2520
		2002	15	3000.98	648.94	2352.04
		2003	62	13023.16	2698.69	10324.47
		2004	12	3877.86	767.06	3110.8
		2005	12	3577.35	672.16	2905.19
		2006	10	2942.91	522.11	2420.8
		2007	14	4176.99	694.3	3482.69
		2008	21	7036.64	1085.08	5951.56
		2009	11	4903.4	692.33	4211.07
		2010	18	9281.93	1178.58	8103.35
		2011	2	1460.31	162.52	1297.79
		2012	29	19921.69	1867.4	18054.29
		2013	25	19502.85	1439.62	18063.23
		2014	19	17530.47	887.8	16642.67
		2015	17	5179.17	111.05	5068.12
Grand Total			841	179,426.00	40,985.77	138,440.22

Connecticut Light and Power
Poles Dedicated to Streetlighting Net Value as of 03/01/2016
Town of Darien

Company	Location	Year	Quantity	Original Cost	Allocated Reserve	Net Book Value
Connecticut Light and Power	Darien, Connecticut	1973	6	2,166.00	901.43	1,264.57
		1975	2	722.00	291.35	430.65
		1980	1	309.88	115.27	194.61
		1993	1	242.40	69.45	172.95
		2003	1	1,849.07	383.17	1,465.90
		2014	17	13,038.47	660.31	12,378.16
		Darien, Connecticut Total	28	18,327.82	2,420.98	15,906.84