

Select Board Meeting
Monday, April 17th, 2023, 6:00 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/81968116794>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 819 6811 6794

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the chair you wish to speak. On the phone, press *9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

AGENDA

1. Call Meeting to Order
2. Non-Public Session
3. Public Comment
4. Proclamations/Recognitions
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: April 3rd, 2023
6. Appointments
7. Discussion/Action Items
 - a. Squamscott River Siphons Project Update – Paul Vlasich, Interim DPW Director
 - b. Landfill Updates – GZA Consulting
 - c. Solar Array Contract – Dave Sharples, Town Planner
 - d. Board/Committee/Commission Reappointments
8. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports
 - e. Correspondence
9. Review Board Calendar

10. Non-Public Session

11. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted: 4/14/23 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE

Minutes

Select Board Meeting
Monday April 3, 2023
7 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, and Nancy Belanger. Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were also present at this meeting.

The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Citizen Award - Jeff Neil

Mr. Papakonstantis thanked Exeter resident Jeff Neil for preventing what could have been a tragic situation on an airplane. Chief Poulin said on March 24 the Police Department presented Mr. Neil with a Citizen's Award. Ms. Cowan thanked him for the wonderful example he set for the citizens of Exeter and the world.

3. Public Comment

- a. There was no public comment at this meeting.

4. Proclamations/Recognitions

- a. There were no proclamations/recognitions at this meeting.

5. Approval of Minutes

- a. Regular Meeting: March 20, 2023

MOTION: Ms. Belanger moved to approve the Select Board regular meeting minutes of March 20, 2023 as presented. Ms. Gilman seconded. The motion passed 5-0.

6. Appointments

- a. There were no appointments made at this meeting.

7. Discussion/Action Items

- a. Police Department Body Cameras Demonstration

Police Chief Stephan Poulin said in December 2022, the Police Dept received State funding to purchase body worn cameras, and the Officers have just finished their training. The cameras will be used by all sworn members of the Department during their daily performance of duties. The cameras are fastened into the Officers' uniforms. In addition to activating by tapping, they turn on when an Officer draws their firearm, runs, engages in jostled movement, or turns on the lights in the patrol car. If the camera is horizontal for 10 seconds, it initiates an "Officer down" sequence. Footage is automatically encrypted and uploaded into the cloud. These cameras ensure that the narrative is true, reliable, and secure.

We are focused on fostering a positive relationship in the community. We recently had a person threaten suicide by cop who had a firearm in their pocket, and we were able to view that all policies and procedures were adhered to. No one was hurt. Officers would let the public know if they are being video/audio recorded, unless it's not safe to do so. Cameras would be used on a call for service only. We can't use them where there is a reasonable expectation of privacy, such as a bathroom or locker room. At your home, you can ask them to turn it off unless there is an arrest warrant or search warrant. Deputy Chief McCain worked hard on this policy and a training presentation. Mr. Papakonstantis also acknowledged Senator Shaheen for her efforts on this initiative.

b. Swasey Parkway Warrant Article Update

Attorney Joe Driscoll of the Mitchell Municipal Group was present to discuss the Swasey Parkway votes. In 2022, there was a vote to discontinue the road. The article had the condition of obtaining approval from Rockingham County Court and Charitable Trust. A judge finalized that order, discontinuing the road at that time. On the recent ballot, there was a Citizen's Petition warrant article to keep the roadway on Swasey Parkway open to motorized pleasure vehicles in a one-way direction, but the road was no longer open, so there is no ability for this Board to keep it open. The Petition would have had to use different language to recreate the road. This new vote seeks an action that this Board doesn't have the authority to do.

Mr. Papakonstantis asked if the upkeep of the pavement by Public Works will continue, and Mr. Dean said that will continue.

Mr. Papakonstantis said the Select board still has the authority to permit events like the Farmer's Market on the Parkway.

Dwane Staples of 32 Ashbrook Road, the Chair of the Swasey Parkway Trustees, said the language of the 2022 vote said that the road is going to be discontinued to the Pavilion. Is that the Water Street side of the Pavilion, or the other side? Is the Pavilion in the discontinued road? Attorney Driscoll said the language from the article was "from Water Street to the Pavilion". Mr. Chartrand said the Board should work with the Swasey Parkway Trustees to figure that out. Ms. Gilman said the request to close it down was so that families could enjoy the Parkway and concerts. Mr. Papakonstantis said we will work with Public Works and Public Safety on the turnaround.

Florence Ruffner of 5 Pine Street said if you bring the road to where Pavilion starts, you wouldn't want cars pulling up in front. Kids are playing there. You should make it to the other side of that.

Gerry Hamel of 17 Little Pine Lane said where the road stops doesn't make much of a difference. The Parkway could always be closed for events, usually at the Middle Shed. The warrant article was specific on non-motorized vehicles; it allows maintenance and emergency vehicles only. Where do you have the ability to bring other vehicles in, such as for the Farmer's Market? In the

cy pres filing, it says that people with mobility issues will have a way to get into the Parkway, but how isn't clear.

Mr. Papakonstantis said the Select Board has the authority to permit a Farmer's Market or event, so a permitted event could come in. On the other concern, the Board will work with Public Works, Public Safety, the Trustees, the Town Planner, and the public on how to make this fair and equitable.

Mr. Chartrand said he voted no on the Citizen's Petition because he trusts the Select Board to come up with the most equitable solution for everyone.

Ms. Belanger recognized Mr. Staples and those who voted on the Citizen's Petition. Their vote is not being ignored. The Town Attorney stated what our options are, and we will proceed and take everyone's consideration into account.

c. Squamscott River Siphons Project Update

Mr. Papakonstantis said he and Mr. Dean wrote an op-ed piece for the paper on the siphons project and the difficulties we've encountered. While this project has become increasingly complicated, it's not unobtainable. Ms. Cowan previously suggested making a video, which Mr. Vlasich, Mr. Dean, and Mr. Papakonstantis made working with Mr. Glowacky. The video was posted on social media, Facebook page, Channel 22, and on the website. The Board played the video at the meeting.

Interim Public Works Director Paul Vlasich gave an update of events since the video was made. We're looking to see if two 12 inch barrels would work instead of two 10s and a 12. We think it would work, but we're working with NH DES, which requires a three-barrel system. We could try to find a corridor with no ledge, but just the permitting for additional borings would be at least a six month process. The new estimate to drill a new bore across the river is \$1.4M. Now we're looking at a total of \$4M for the project, which includes the contingency and the more substantial equipment.

Ms. Gilman asked about the time frame. Mr. Vlasich said the contractor is waiting for us. We'll need to have that discussion with them.

Mr. Dean said he recommends a special meeting of the Board to vet all the different options, likely before the next meeting on 4/17.

Mr. Papakonstantis asked if the \$4M includes the \$1.6M originally reserved for this project. Mr. Vlasich said that's correct. Ms. Gilman asked if we would have to have a special town meeting for the additional \$3M. Mr. Papakonstantis said that's one funding option which will be considered.

d. Update on Position Vacancies

Human Resources Director Melissa Roy presented a list of current vacancies in Town Staff Positions and how long those positions have been vacant for. We are making progress but still continue to struggle in Water/Sewer. We just had our Engineering Tech give notice. Everyone in the Seacoast is

having this issue. We were fully staffed in Police and Fire a month or two ago, but now it looks like we'll be down.

Mr. Papakonstantis asked her to tell the Board if there is anything they can do to help in recruiting and retaining staff. We're still working on the reclassification study. Ms. Roy said she's glad he mentioned retention; staff has stepped up and is doing more than normal, so we want to make sure they don't burn out.

e. Community Center Investment Program Application

Assistant Parks and Rec Director David Tovey was present to discuss the grant. This program aims to provide \$20M in grants to support infrastructure improvements in community spaces. This would help with renovations at 10 Hampton Road. We believe we are a strong candidate for this grant, as the project hits many of the priorities listed. The CDFA already awarded us a clean energy grant for a level 2 energy assessment of the building. We would like to pledge some ARPA funds. We would apply for \$809,332 in funding. There is a 15% cash match, and that can include the \$25,800 we've used for renovations already. We're looking to go over a 15% match for a stronger application, and he suggested 28%. The deadline is April 21. We're working with Donna Lane to write the grant, and she's looking to have questions answered by this Thursday. If we are not awarded the grant, we would not be spending any of the other funds.

Ms. Roy said we received positive feedback, but there are a number of communities applying, so we're looking to make this application as strong as possible.

Mr. Papakonstantis said he thinks increasing the cash match to 28% is a good idea, but he's stuck on the ARPA amount. Where are we with the ARPA funds? Ms. Roy said we have \$736,000 in ARPA funds. These need to be obligated by 2024 and spent by 2026. We've had requests for upgrades to the Town Hall Chairs and other projects. She thinks this would also qualify for funding from the Rec Revolving Fund. As long as there's not an emergency in Parks and Rec, it might be wise to take it from there.

Mr. Chartrand asked how much the 15% match would be; Mr. Dean said \$135,000. Mr. Chartrand asked if we could get that without tapping ARPA. Ms. Roy said we can't drain the Rec Revolving account because it's there for an emergency or events such as weather preventing pool usage and a loss of revenue. Right now, we have \$75,000 coming from the Rec Revolving and \$36,000 from Impact Fees. Mr. Chartrand asked if another possible use for the ARPA funds could be the siphons project. Ms. Roy said yes. Mr. Chartrand said he'd be hesitant to use the money for anything else. He'd prefer to get to the 15% match and put the application in and take our chances. Mr. Dean said \$75,000 from the Rec Revolving fund, \$25,000 from the Park Improvement Fund, and \$36,000 from Impact Fees gets it to the 15% threshold. Ms. Belanger asked what

happens if there is a fee issue. Ms. Roy said that's in Rec Revolving, which has a fund balance of \$180,000. We wanted to make sure to protect that and not use it.

Ms. Gilman asked if we're also proposing to use the \$25,000 we've already spent. Ms. Roy said David and Greg went through the information sessions, and as long as it's going towards the improvement of the building and is spent after January 1st 2023, we can use it. We would find out about the grant in June and must start the work in 6 months. Mr. Tovey said yes, the \$25,800 could go towards the 15%. Ms. Gilman said when you have a competitive grant, the more you put forward the higher you are on the list. Mr. Dean said with the \$25,800, it's about 17%.

Mr. Papakonstantis said he'd be ok with taking \$30,000 from ARPA to get to 20%, and the Board agreed.

MOTION: Ms. Belanger moved to authorize Parks and Recreation Department to apply for the Community Center Investment Program to include a cash match broken down as follows: \$75,000 from the Recreation Revolving funds, \$30,000 from the Town of Exeter ARPA funds, the \$25,800 already spent, \$36,000 from Parks and Rec Impact Fees, and \$25,000 from Park Improvement Funds, and further authorize the Town Manager to sign all appropriate paperwork. Mr. Chartrand seconded. The motion passed 5-0.

f. Set Select Board Goal Setting Session

The Board will hold the goal setting session on Saturday April 22nd at 8:30 AM at the Senior Center. Ms. Gilman may have a conflict. Mr. Papakonstantis asked for Primex to moderate or assist again this year.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Disability Exemption in the amount of \$125,000 for 95/64/257, 104/79/611, 95/64/77, 95/64/262, and 104/79/217 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$236,251 for 94/22, 104/79/321, 65/102/8, 32/12/25, 68/6/147, 95/64/338, 104/37, 104/79/903, 73/36, 104/79/310, 87/8/C-24, 54/4/63, 64/4, 104/79/6, 68/6/631, 54/4/20, 74/45, 64/105/48, 104/79/405, 87/8/C-16, and 65/5 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$183,751 for 104/79/2, 62/95, 72/108, 104/79/1001, 104/79/401, 74/11, 87/8/C-2, and 104/79/135, for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$152,251 for 104/79/411, 104/79/1018, 95/64/286, 87/8/C-20, 65/124/27, 104/79/959, 104/79/143, and 65/58, for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to deny an Elderly Exemption for 74/10, 73/246, and 64/105/6. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$236,251 for 95/64/267, 104/79/605, 61/15, 104/79/911, and 104/79/802 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$183,751 for 104/79/114, 87/8/C-23, 103/15/2, 64/105/35, and 104/79/1002 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve an Elderly Exemption in the amount of \$152,251 for 89/14, 64/105/43, 95/64/232, 52/84/10, and 74/127 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Veteran's Credit in the amount of \$500 for 95/64/13, 63/106, and 103/15/4 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Tax Abatement for 110/2/11 in the amount of \$171.54 for tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Tax Abatement for 55/56/2 in the amount of \$5,118.30 for tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Tax Abatement for 47/4 in the amount of \$11,783.48 for tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Solar Exemption for 71/65 in the amount of \$10,000 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to approve a Solar Exemption for 17/2/1 in the amount of \$19,500 for tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

MOTION: Ms. Gilman moved to accept a Land Use Change Tax in the amount of \$30,000 from 13/1/2 and 13/1/3. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

Town Planner Dave Sharples spoke about a concern related to the Solar Array at the Landfill. The voters overwhelmingly passed the Warrant article to fund the delta for the Solar Array. We're having the contract reviewed by Legal, and it should be ready shortly; we're trying for April 17th. There has been some rulemaking by DES regarding landfills: Rules 800, Landfill and Permitting Requirements. He's concerned about the possible prohibition of permanent

structures from landfills. He spoke with Jamie Colby, a Senior Permit Manager at DES Waste Management. She said that solar arrays were temporary structures, and the language was intended to prohibit buildings, but suggested that Exeter should submit a comment letter to that effect. Kristin Murphy wrote a letter, and he's asking for an endorsement. He read the letter.

Ms. Belanger asked Mr. Dean if he's ok with the draft as is, and he said yes. Mr. Chartrand said he appreciates that Mr. Sharples caught this, and Mr. Sharples said he got an email about it.

MOTION: Ms. Belanger moved to authorize the Town Manager to sign the comment letter on behalf of the Select Board regarding Public Input on Proposed Changes to Administrative Rules for Solid Waste dated April 3, 2023 as written. Ms. Gilman seconded. The motion passed 5-0.

Fire Chief Eric Wilking was present to discuss a memo about equipment delays. Other communities also received ARPA and are using it on Fire Equipment, and that volume has created enormous queues. We have received our breathing apparatus, and they're in service. We also received the F250 pickup truck approved in 2022. Voters at 2023 town meeting approved the replacement of the Jeep Patriot, and Justin Pizon found a leftover 2022 Hybrid Explorer in MA which is behind the Fire Station now. We have to wrap it maroon because it's black and looks too much like a Police vehicle. Regarding the Engine, we're still planning on it having trade value. We have a signed contract. The biggest hurdle for FD manufacturers is that Cummins is the only diesel engine manufacturer, and they're changing their model with a significant cost increase. They made an offer for our old engine in trade, but we need to ensure it remains serviceable. We will incur costs for that engine. We're also experiencing recruiting issues.

Mr. Chartrand thanked the FD for everything they did during the pandemic.

Mr. Papakonstantis said we need a motion to sign the DRA Appropriations.

MOTION: Ms. Gilman moved to approve the NH Department of Revenue Administration Report of Appropriations, MS232, for the year 2023. Ms. Belanger seconded. The motion passed 5-0.

Mr. Papakonstantis said there will be an April 5 Informational meeting on the Community Power Coalition, and there will be a Zoom option. Have there been any inquiries about this project? Mr. Dean said it's been quiet, hopefully questions are going to community power.

- c. Town Manager's Report
 - i. A lot of time has been taken with the siphons issue.
 - ii. He attended a Health Trust meeting on March 28.

- iii. We're working through signing Human Services contracts for the agencies.
- iv. He met with Steve Corcoran from Amtrak about bussing logistics. We're working on an arrangement for them to go through the Bridges Brothers property temporarily.
- v. The Monahan project has broken ground on Epping Road.
- vi. The Town Hall workgroup met, and they expect to have a follow-up meeting soon.
- vii. We have an interview for the DPW Director position on Friday.
- viii. Joe Saluto recently retired from the Police.

d. Select Board Committee Reports

- i. Ms. Belanger said the Planning Board meeting of March 23 had no applications. We heard the first in a series of zoning presentations by Mr. Sharples, on the benefits of undeveloped land. The next one will be about the benefits of developed land. When the Monahan project was approved by the Planning Board, the NH Dept of Transportation asked to weigh in on where the driveway would go. It wouldn't change the approval, but it does affect the project. Mr. Sharples is trying to work with them. Exit 9 is in State control and we have a lot of accidents there. We're trying to get that intersection updated.
- ii. Ms. Gilman said the Arts Commission is putting together a project on street painting/crosswalks. They're looking at painting the basketball pad at Kids Park first. Exeter High School Kids would be interested in helping. She had a Certified Local Government Grant meeting for the Heritage Commission. We've been invited to apply. She also gave an update on issues at the State level.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand had no report.
- v. Mr. Papakonstantis had no report. He attended the March 24th Citizen's Award for Jeff Neil.

e. Correspondence

- i. An annual Report from the Exeter Sportsman's Club
- ii. A list of Select Board committee representation
- iii. A letter from the Kensington Select Board regarding groundwater withdrawal concerns. Mr. Dean will reach out to them.
- iv. A notice from CPCNH that commencement of service has occurred.
- v. A legislative update from NHMA

9. Review Board Calendar

- a. The next meetings are April 17, May 1, May 15, May 22nd. The goal setting meeting is Saturday April 22nd.

10. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public under RSA 91-A:3II(a) and (c). Ms. Gilman seconded. In a roll call vote, the motion passed 5-0. The meeting went into non-public at 9:11 PM. The Board emerged from non public session. Motion to seal the minutes indefinitely made by Selectwoman Belanger, seconded by Selectwoman Gilman. Motion carried 5-0.

11. Adjournment. Motion to adjourn made by Selectwoman Gilman, seconded by Selectwoman Belanger. Motion carried 5-0. The Board adjourned at 10:02 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Squamscott River Siphons Update

Landfill Update



Known for excellence. Built on trust.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT



Town of Exeter - Select Board Meeting Cross Road Landfill

4/17/2023

Presented By:
Erik Dyrness
Jeff Rowell, P.E.
James Wieck, P.G.

Agenda

- Overview / Site History
- Ongoing Landfill Monitoring
- Results and Trends



Site Overview/History

- Landfill was closed/capped during 1994
- Municipal water is provided at vicinity properties
- Groundwater/surface water quality has been monitored since closure under the State GMP program, report to NHDES annually
- Landfill cap/soil gas inspections conducted under the State Solid Waste Program, report to NHDES annually
- GMZ was expanded during 2021
- GW Seep / Exeter River
- Off-cap area is utilized for the transfer station



Ongoing Landfill Monitoring

- Groundwater and surface water is monitored twice a year in April & November
- Landfill Inspections conducted in April, August, and November
- Soil gas is monitored during the landfill inspections
- Landfill cap settlement is monitored

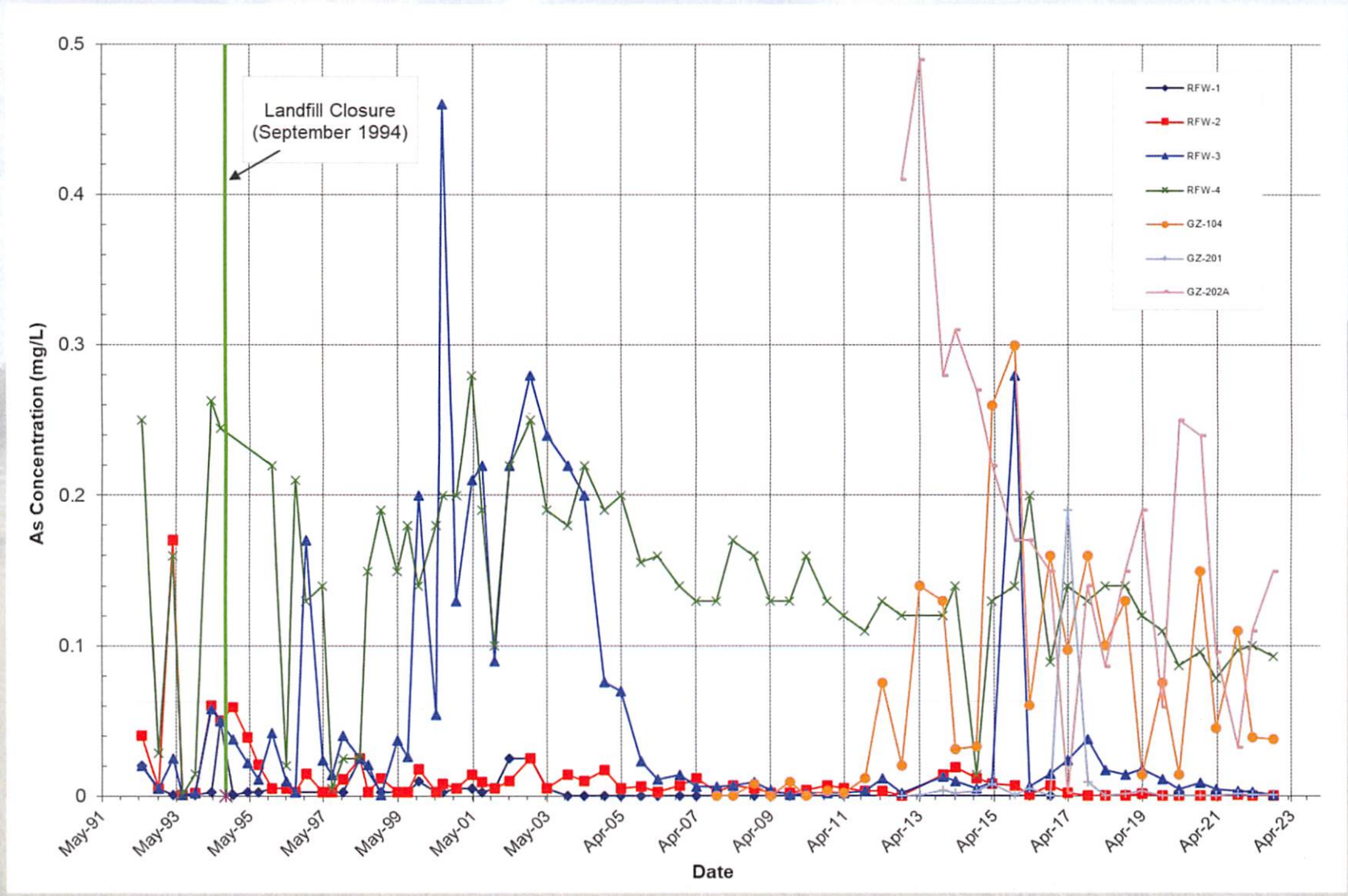


Results/Trends

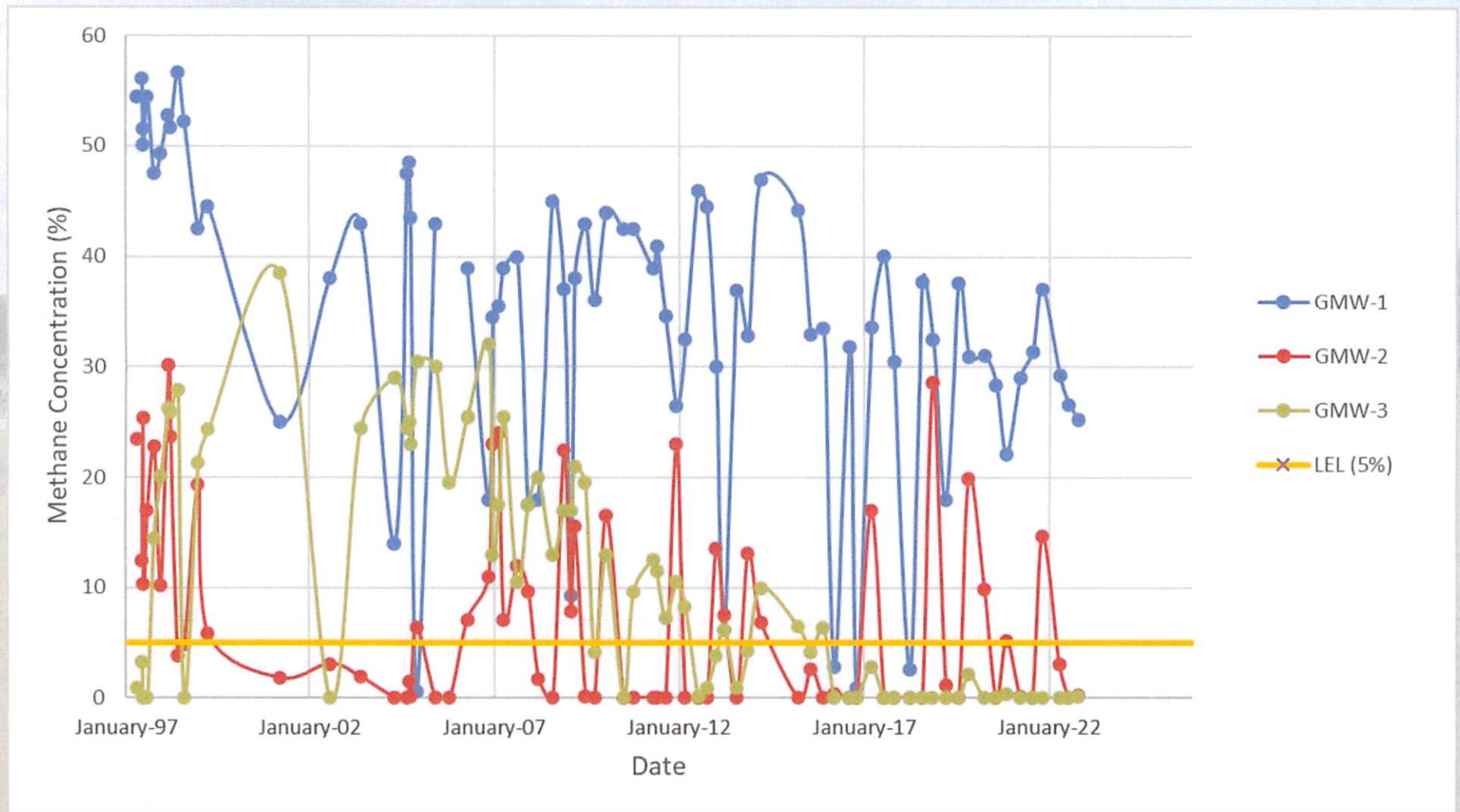
- Arsenic, manganese, and 1,4-dioxane are present in groundwater at certain monitoring locations downgradient of the Landfill and within the groundwater management zone
- Collectively, the surface water quality data suggest that the Landfill has a minimal affect on metals concentrations within the Exeter River
- In general, groundwater contaminant concentrations are stable to decreasing
- Fluctuations in concentrations potentially related to seasonal variations in precipitation

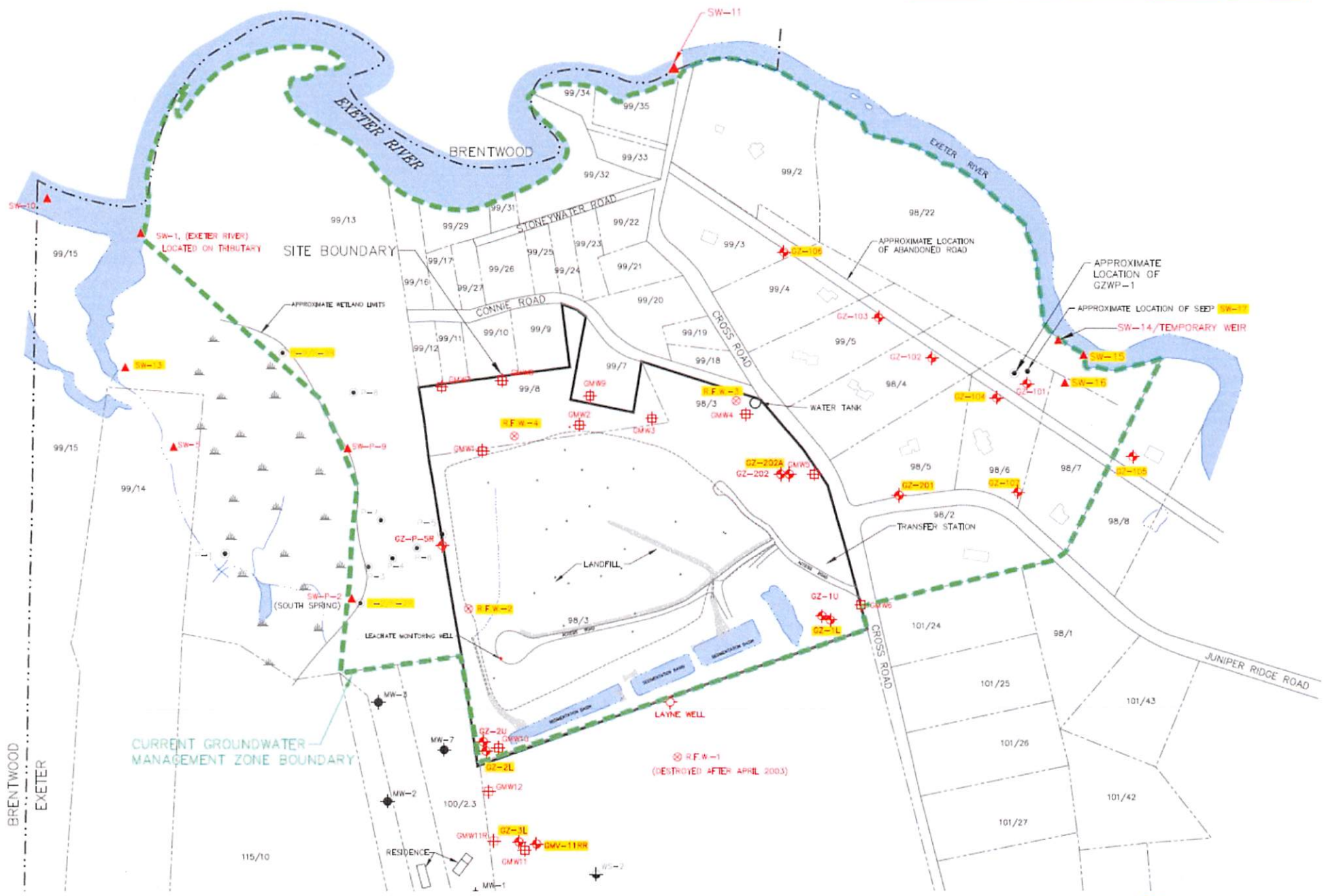


Groundwater Trends



Soil Gas Trends





Solar Array Contract



TOWN OF EXETER

Planning and Building Department

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

Date: April 14, 2023

To: Russell Dean, Town Manager

From: Dave Sharples, Town Planner

Re: ReVision Contract for Solar Array at Cross Road Landfill

I'm writing this memorandum because I recently completed the internal review of the contract between Exeter and ReVision Energy regarding the installation of a solar array at the Cross Road Landfill. Instead of providing a history in this memorandum, I have attached my memo from January that provides the detail of how we got to where we are. Subsequent to that January memo, the voters approved a warrant article that provided the additional funding needed to complete the project. Shortly after the vote, I started working with ReVision to get a draft contract to bring forward to the Select Board for their consideration. This draft contract is enclosed for your review.

The draft has been reviewed by Shellie Watts at Primex, Renelle LeHuillier our bond counsel, Larry Pignataro and Andy Price from Competitive Energy Services (CES) our third-party consultant, Joe Driscoll our legal counsel, and myself. We have gone through numerous edits and discussions with ReVision and the attached contract represents the final version where all comments by the town and our representatives have been addressed.

I would like to request that this item is placed on the upcoming April 17th meeting of the Select Board. I will attend the meeting along with Joe Driscoll to provide a brief overview of the project and contract negotiations and answer any questions the Board may have.

Thank you.

enc (1)

Renewable Energy System Installation Contract

This Renewable Energy System Installation Contract (“**Contract**”) is made effective as of this day of March, 2023 (the “**Effective Date**”) by and between Town of Exeter, a New Hampshire municipality with a mailing address of 9 Cross Road, Exeter, New Hampshire 03833 (“**Owner**”), and ReVision Energy Inc., a Maine corporation registered to do business in Massachusetts and New Hampshire with a mailing address of 758 Westbrook Street, South Portland, ME 04106 (“**Contractor**”). Owner and Contractor are, collectively, sometimes referred to herein as the “**Parties**” and, individually, as a “**Party**.”

LIST OF ATTACHMENTS AND SCHEDULES

List of Attachments and Schedules	1
Schedule A: Scope of Work.....	21
Schedule A-1: Schedule of Values	28
Schedule A-2: Site Map	29
Schedule A-3: One Line Schematic Diagram	298
Schedule A-4: Electricity Production Estimate.....	31
Schedule A-5: Form of Notice to Proceed	32
Attachment 1: Form of Substantial Completion Certificate and Request for Permission to Operate	33

RECITALS

WHEREAS, Contractor is in the business of developing and constructing solar electric generating facilities; and

WHEREAS, Owner desires to hire Contractor to develop and construct a solar electric generating facility at 9 Cross Road, Exeter, New Hampshire 03833 (the “Project Site”) that Owner will own and operate.

NOW, THEREFORE, in consideration of the promises, covenants, provisions, payments and mutual agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the Parties expressly acknowledge, with respect to the solar electric generating facility (the “System”), the Parties hereby agree, and covenant as follows:

1. **The Scope of Work; Project Documents.**

- 1.1. Contractor shall provide all professional development, design, and engineering services (collectively, hereinafter referred to as “**Development Work**”), as detailed in **Schedule A**, and all labor, materials and equipment (collectively, hereinafter referred to as “**Construction Work**”), as detailed in **Schedule A**, to install in a timely, diligent, high quality and workmanlike manner at the Project Site the System, as detailed in **Schedule A** (the Development Work and the Construction Work are, collectively referred to herein as the “**Work**”)., The System is further described in the Site Map in **Schedule A-2** (the “**Site Map**”) the One-Line Diagram in **Schedule A-3** (the “**One-Line Diagram**”), and the Energy Production Estimate in **Schedule A-4** (the “**Energy Production Estimate**”, the Energy Production Estimate, together with the Site Map and the One-Line Diagram, are collectively referred to herein as the “**Engineering Documents**” and, individually, as an “**Engineering Document**”)., Each Engineering Document has been prepared in accordance with GAEP. For purposes of this Contract, “**GAEP**” or “**Generally Accepted Engineering Practices**” means those practices, methods, techniques, and standards in effect in the solar power industry at the time of performance of the Work that are commonly used in prudent engineering and construction to design and construct equipment in the United States of similar size and type as the System and in accordance with applicable law; and “**Project Documents**”, with respect to the System, means this Contract, the applicable Engineering Documents, and each contract, license, mortgage, easement, application, approval, permit, site map, engineering document, or other document prepared by or provided to Contractor (by the Owner, the owner of the Project Site (if Project Site is not owned by Owner), any governmental authority, or any other person or entity) during its diligence and site investigation in respect of the System, or otherwise prepared or obtained by Contractor in connection with its Work.

2. Compensation.

- 2.1. For Contractor's complete and satisfactory performance of the Work, the Owner shall pay Contractor the fixed price specified in **Schedule A** (the "Contract Sum"), in accordance with Section 3, subject only to such additions and deductions as may be set forth in a Change Order. Owner shall be solely responsible to pay for the cost of all work, permits, fees, and expenses for items excluded from the Work pursuant to **Schedule A, Section 4**. If Contractor pays any such excluded costs, Owner shall reimburse Contractor in accordance with Section 3 below.
- 2.2. Owner acknowledges and understands that the Contract Sum and Contractor's performance of the Work are based on the Scope of Work detailed in **Schedule A**, and on the following assumptions:
 - (a) Other than as set forth in the information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) (as applicable) or as known by Contractor following its diligent site investigation, there are no water, gas, sewer, electrical or any other underground utility or component, such as ledge, that will restrict any needed excavation or other activities necessary for the completion of the Work; and
 - (b) Information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) related to the Project Site or to the Work is accurate.
- 2.3. If any discovery in respect of the System and the Work related thereto (a) (i) is contrary to Contractor's assumptions as set forth in Section 2.2 and Contractor's knowledge following diligent site investigation, including discoveries resulting from concealed or unknown physical or electrical conditions that are materially different than those indicated in the Project Documents (excluding documents prepared by Contractor or its consultants or subcontractors), and (ii) is a result of conditions that are materially different than those ordinarily found to exist on projects of a similar nature and that are not now known or visible, and (b) such discovery results in any needed repairs that were not contemplated in the Scope of Work, or that cause a governmental authority to impose additional requirements in respect of the System, then such repairs or additional requirements shall be considered outside the Scope of Work for the System and the Contract Sum; provided, however, that notwithstanding anything to the contrary in the foregoing provisions and the assumptions set forth in Section 2.2, Contractor shall in no way be relieved from its responsibility to address and resolve without costs to Owner all conditions known to Contractor or which Contractor should have discovered with the exercise of reasonable diligence.
- 2.4. Contractor will promptly notify Owner after obtaining knowledge of any discovery or condition that is outside the Scope of Work or Contract Sum as described in Section 2.3 (subject to the proviso thereto). The Parties shall negotiate in good faith to reach a

mutually agreed adjustment to the Contract Sum or Scope of Work, as applicable, which shall be documented by Change Order.

3. **Payment.** So long as the Work is being performed in accordance with the provisions of this Contract, Owner shall pay Contractor pursuant to the provisions in this Section 3.
 - 3.1. Payment According to Earned Amounts Set Forth in Schedule of Values. Attached hereto as **Schedule A-1** is the schedule of values (“**Schedule of Values**” or “**SOV**”) allocating the Contract Sum to the various portions of the Work. In applying for payment of earned amounts pursuant to Sections 3.3 and 3.4, the Contractor shall submit invoices for payment showing the percentage of completion of the portions of the Work based on this Schedule of Values. For clarity, the amounts allocated to each portion of the Work are not subject to adjustment in the event that Contractor’s estimated hours to complete such portion of Work is different than that assumed in Contractor’s calculations of the values set forth in the Schedule of Values.
 - 3.2. Change Order. Any modification of the Contract Sum or Schedule of Values shall be set forth in a Change Order pursuant to Section 10 of this Contract.
 - 3.3. Initial SOV Payment (System Deposit). On or before May 19, 2023, Owner shall pay an initial SOV Payment (the “**System Deposit**”) equal to Four Hundred Seventy-Five Thousand Dollars (\$475,000). To the extent that the System Deposit due under Section 3.3 exceeds earned amounts based on completed portions of the Work as of the Effective Date, Contractor shall apply such surplus to succeeding Progress SOV Payments until fully utilized as provided in Section 3.4(a)(iii).
 - 3.4. Progress SOV Payment Applications; Invoices. No more than once per month, Contractor shall electronically deliver to Owner applications for progress payments for remaining unpaid portions of completed Work (“**Payment Application**”).
 - (a) Each Payment Application and accompanying Invoice shall (i) be in writing, (ii) be based on the estimated percentage of Contractor’s Work satisfactorily completed and earned in accordance with the Schedule of Values, and Change Orders, if any, and (iii) credit Owner for the unutilized balance of the System Deposit, if any. Contractor may also invoice for the cost of items excluded from the Work pursuant to **Schedule A, Section 4**.
 - (b) Each Payment Application shall be reasonably detailed and shall be accompanied by reasonable supporting documentation to the extent applicable, including: (i) a list of all subcontractors performing portions of the Work or otherwise potentially having lien rights against the System and the amount of outstanding payments owing to such subcontractors; (ii) evidence that Contractor has completed all portions of the Work expressly claimed or required to be performed within the timeframe applicable thereto; and (iii) any other evidence or documentation reasonably requested by Owner to verify Contractor’s progress in performing the Work and that Contractor has paid for all services, materials, and labor used in

connection with the performance of Work for which Owner has previously made payment.

- (c) As a condition of each Payment Application, Contractor represents and warrants upon submitting each invoice to Owner that: (a) all Work to the date of that invoice has been completed through the level for which payment is requested; (b) all Work to the date of that invoice has been properly performed and fully conforms to Contractor's warranties in this Contract, including the warranties set forth in Section 6.1 and in **Schedule A**; (c) Contractor knows of no reason why payment should not be made as requested; (d) all Work (including the products thereof) for which payments have already been received is free and clear of all claims, including lien claims, and other encumbrances, other than liens securing indebtedness incurred by Owner to finance the Work; (e) partial lien waivers if requested by Owner at NTP (as defined below); and (f) upon Owner's payment, the Contractor will make prompt and timely payments to its subcontractors, laborers, materialmen, suppliers, and vendors.

3.5. Intentionally Omitted.

- 3.6. Reimbursement for the Cost of Items Excluded from the Work. For the efficient administration of the Work and with prior written approval from Owner, Contractor may agree to pay expenses for items excluded from the Work and Contract Sum pursuant to **Schedule A, Section 4**. Contractor shall be entitled to include a request for reimbursement of such payments in a Payment Application filed pursuant to Section 3.4 and Owner shall pay such reimbursement invoices pursuant to the requirements of Section 3.7.

3.7. Payments; Retainage; Transfer of Title.

- (a) Owner shall make payment to Contractor of the earned and undisputed amounts as set forth in each invoice within thirty (30) days of Owner's receipt of each Payment Application. The Contractor acknowledges that any and all invoices for work beyond that accounted for by the Initial Payment per section 3.3 above up to August 2023, shall be due and payable by August 31, 2023, to allow for the receipt of the anticipated funds indicated in 3.9 below.

3.7.a.1. As delay in payment on invoices issued through August, 2023 is anticipated, the Contractor acknowledges the duty to remain apprised of any and all potential changes in material costs articulated in section 10.2 below, and are obligated to inform the Owner of such anticipated change. The Parties shall then endeavor to cooperate on a plan to acquire the materials at the current prices detailed herein.

- (b) Retainage of 5% may be applied by Owner to all progress payments, which retainage (if any) shall be due and payable to Contractor with Final Payment.
- (c) Owner shall pay a \$100 late fee and interest at a rate of 1.5 % per month on all overdue amounts (excluding retainage) until paid.

- (d) Upon Owner's payment of each invoice in respect of a Payment Application, title to all Work (including manufacturer's warranties) covered by that payment will immediately pass to Owner, provided that, solely with respect to equipment for which title has not yet transferred, title thereto shall pass to Owner immediately upon Contractor's receipt from Owner of the Owner PTO. To the extent that a manufacturer's warranty does not automatically apply to Owner as the original end user of the equipment, Contractor shall transfer that manufacturer's warranty to Owner upon and together with transfer of title to the equipment.
- 3.8. **Claims and Liens.** Contractor will keep all Work (including the products thereof) free and clear of claims and liens, excluding statutory mechanic's lien rights. Owner will not remit Contractor's Final Payment under this Contract until Contractor delivers to Owner: (a) a commissioning report prepared in accordance with GAEP ("**Commissioning Report**") confirming that all Work has been completed according to the Scope of Work and all Change Orders; and (b) complete and executed lien waivers, in the form required by relevant state law, if any, and otherwise in form and substance reasonably satisfactory to Owner, from all those subcontractors (including materialmen) that have served Owner or Contractor with a notice of right to claim lien or similar notice, conditioned only upon receipt of funds from the Final Payment (if any).
- 3.9. Owner's obligation to pay Contractor for Work performed is not dependent upon Owner's ability to obtain approval of any governmental or regulatory agency (except to the extent that receipt of any such approval is part of the applicable Scope of Work), or Owner's ability to obtain favorable tax treatment or tax benefits in connection with the Work; provided, however, that Owner's obligation to pay Contractor for Work performed is dependent upon Owner's ability to secure financing which is anticipated through the New Hampshire Municipal Bond Bank's 2023 summer sale, with bond proceeds expected to be received on or about August 9, 2023; provided, further, however, that the foregoing shall not affect Owner's rights and remedies if Contractor fails to achieve Mechanical Completion (as defined below) within the Contract Time (as defined in **Schedule A**) or if Contractor fails to satisfy its tax related requirements outlined in the Scope of Work.
- 3.10. **Non-payment.** In the event of outstanding overdue payments that are not subject to dispute by Owner, and in the event Owner does not bring current such payment following receipt of thirty (30) days' written notice from Contractor, Contractor reserves the right, in its sole discretion, to suspend or terminate the Contract under Section 11, without waiving any right or claim against Owner and without any liability.
- 3.11. **Final Payment.** Contractor may invoice for Final Payment for the System, constituting the entire unpaid balance of the applicable Contract Sum including retainage when the Work described in this Contract, including all Final Punch List items, is fully completed and accepted by Owner. Each such Final Payment shall be paid to Contractor within

thirty (30) days of Owner's written confirmation that the Work has been fully completed to its satisfaction.

- 3.12. **Electronic Fraud.** Owner shall verbally confirm and re-confirm by call-back each and every payment by ACH or wire transfer to Contractor, and no electronic payment shall be deemed to be delivered unless and until it is in fact deposited to Contractor's bank account.

4. Contract Time, Deposit, Milestones, and Punch List.

- 4.1. The Development Work shall commence on the Effective Date or the date on which Owner has delivered to Contractor the System Deposit, whichever is later. The Construction Work shall not commence until Owner has delivered to Contractor written Notice to Proceed pursuant to Section 4.3 and the Owner has received the proceeds of bonds issued to finance the Work pursuant to Section 3.9 .
- 4.2. **Contract Time.** Subject to Section 4.6, Contractor shall achieve Commercial Operation (as defined below) of the System by no later than 18 months after the day of delivery of NTP to the Contractor pursuant to Section 4.3(the "**Contract Time**").
- 4.3. **Notice to Proceed.** Contractor shall not commence the Construction Work, until Owner has delivered to Contractor written notice to proceed with the Construction Work ("**Notice to Proceed**" or "**NTP**"). Owner shall issue an executed NTP within five (5) business days of the date upon which it has received written certifications from Contractor that the following conditions (the "**NTP Conditions**") have been met:
- (a) Contractor has obtained all permits necessary for the Construction Work from authorities with jurisdiction, such permits are effective, and a copy has been made available for inspection by Owner; and
 - (b) Contractor has delivered all insurance certificates required by Section 8.1 to Owner
- 4.4. **Mechanical Completion.** Contractor achieves "**Mechanical Completion**" when the System is mechanically and electrically complete so that the Owner can utilize the System in the manner for which it is intended, subject only to receipt of necessary approvals following any required inspection(s) by any authorities having jurisdiction.
- 4.5. **Substantial Completion.** Contractor achieves "**Substantial Completion**" when (i) Mechanical Completion has been achieved, (ii) the System has undergone all necessary inspections and received all necessary approvals and permission to operate ("**PTO**") from all utilities and authorities having jurisdiction, and (iii) Contractor delivers to Owner a Substantial Completion Certificate and Request for Permission to Operate, which shall be in the form attached hereto as **Attachment 1**.
- 4.6. **Commercial Operation.** "**Commercial Operation**" is achieved when, following Contractor's receipt of Owner's written direction that the System be placed in service (the "**Owner PTO**"), the System has reached Substantial Completion and is placed in service. Contractor shall commence System operations no sooner than one working day, and no later than within five (5) working days (which period may be extended with the prior written approval of Owner, not to be unreasonably withheld, conditioned,

or delayed) following its receipt of the Owner PTO; provided that Contractor hereby acknowledges and agrees that in no event shall the System be placed in service on or prior to the date upon which title to the System has passed in full to Owner.

4.7. **Final Completion.** Contractor achieves “**Final Completion**” on the date when (i) Commercial Operation has been achieved, (ii) Contractor has completed all of the Work on the Final Punch List, if any, (iii) Contractor provides the Commissioning Report, which (x) has been prepared in accordance with GAEP, (y) confirms that all Work has been completed according to the Scope of Work and all Change Orders (including Final Punch List items), and (z) documents that the System has undergone all necessary visual, mechanical, and electrical inspections and operating tests and can be safely operated by Owner, and (iv) Contractor provides documentation of all personnel hours, wages, and apprenticeship status on behalf of itself and all subcontractors in accordance with regulations and guidance from the Treasury Department related to the Inflation Reduction Act..

(a) **Punch List.** Upon Mechanical Completion of the Work, Owner and Contractor agree to inspect the Work and make a list of those items that are incomplete or defective. Within seven (7) days of Mechanical Completion, Contractor shall prepare and submit to Owner a list of incomplete Work and/or Work that requires correction (the “**Draft Punch List**”). Within thirty (30) business days of receipt of the Draft Punch List, Owner shall add any items of incomplete or defective Work to the Draft Punch List; provided that Owner’s failure to add any such items to the Draft Punch List shall not operate as a waiver of any incomplete or defective Work. The Owner’s and Contractor’s combined list shall be the “**Final Punch List**” for the System.

4.8. If Owner and Contractor are in dispute as to the performance or completion of Work, including, without limitation, any item(s) on the Final Punch List, Contractor shall, nonetheless, be entitled to payment from Owner for all Work as to which there is agreement. The Owner shall be entitled to withhold 1.5 times the reasonable value of disputed Work until such Work is completed.

5. **Obligations of the Parties.**

5.1. **Site Access.** Owner shall use commercially reasonable efforts to provide Contractor with timely access to the Project Site sufficient to allow the Contractor to perform the Work in accordance with the Scope of Work.

5.2. **Inspections.** Any test(s) and/or inspection(s) of the Work requested by Owner shall be conducted within ten (10) business days of receipt of Contractor’s notice that it has achieved Substantial Completion of the Work. All such tests and/or inspections shall be arranged by the Owner and conducted at Owner’s expense; provided that if and where appropriate, Contractor shall coordinate with the owner of the Project Site (if different from Owner) to ensure that Owner has timely access to the Project Site to

allow it to conduct such tests and inspections. Owner shall provide Contractor with reasonable notice of the date and time of all such tests and/or inspections and will permit Contractor to attend and observe all such testing and/or inspections.

- 5.3. **Permits.** As set forth in **Schedule A, Section 5**), Owner and Contractor shall arrange for all inspections, and shall obtain all required permits and approvals, including PTO, from all utilities and authorities having jurisdiction, to complete the Work and achieve Final Completion. Contractor shall satisfy any and all conditions set forth in such required permits and approvals. Furthermore, Contractor shall obtain and at all times maintain all permits required to conduct its business and perform the Work and shall ensure that all subcontractors and agents have obtained and maintain all such required permits.
- 5.4. **Excluded Materials.** Owner agrees to notify Contractor in advance of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, “Excluded Materials”). Regardless of whether Owner has so informed Contractor, Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials. Owner agrees that if it is determined at any time that the Project Site contains any Excluded Materials, Owner will bear the sole risk thereof and all related costs. Owner agrees to release, indemnify, defend and hold harmless Contractor, and its officers, agents and employees (together, the “Indemnitees”), of and from all costs, claims, damages, and liability arising out of or relating to Excluded Materials, acts or omissions of the Owner, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages or liability that are solely the result of any Indemnitee gross negligence.
- Excluded Materials.** Each Party will promptly provide written notice to the other Party upon obtaining knowledge of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, “Excluded Materials”). Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials, unless such materials are deposited or spilled by Contractor or any agents or subcontractors thereof or the presence of such materials is caused by or otherwise arises from the Work or the materials constituting the System (the “**Project-Related Excluded Materials**”). Upon obtaining knowledge of the existence of any Excluded Materials, either party may elect to delay the Contract Time as necessary to permit the owner of the Project Site (or, with respect to Project-Related Excluded Materials, Contractor) to remove, contain, disperse, discharge, or treat such materials as required by applicable law. Contractor agrees that if it is determined at any time that the Project Site contains any Project-Related Excluded Materials, Contractor will bear

the sole risk thereof and all related costs. Contractor agrees to release, indemnify, defend and hold harmless Owner, and its officers, agents and employees (together, the “**Owner-Indemnitees**”), of and from all losses, damages, expenses, liabilities and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”), arising out of or relating to Project-Related Excluded Materials, any acts or omissions of Contractor (including any agents or subcontractors thereof) that result in the presence of such materials in or around the Project Site, or injury caused thereby, excepting any such costs, claims, damages or liability that are the result of the gross negligence or willful misconduct of any of the Owner-Indemnitees or the owner of the Project Site.

- 5.5. Compliance with all laws. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons or property, including the Work and all property adjacent thereto, in each case in accordance with prudent industry standards. Contractor shall comply with all federal, state and other laws, regulations and requirements regarding safety or otherwise applicable to the Work, including the Comprehensive Environmental Response, Compensation, and Liability Act, Solid Waste Disposal Act, and Resource Conservation and Recovery Act. Contractor shall indemnify Owner for all fines, penalties, assessments, expenses, claims and other damages which Owner is required to pay as a result of Contractor’s (including its agents’ or subcontractors’) failure to comply with such laws, regulations and requirements. Owner agrees not to interfere with the Work. If Owner enters the jobsite where the Work is being performed, the Owner agrees that it is entering at its own risk.
- 5.6. Completion of the Work. Contractor shall pay for all labor, materials, engineering, services, equipment, and tools necessary to fully complete the Work. Contractor shall satisfy federal prevailing wage and apprenticeship requirements or meet the Good Faith Effort Exception requirements to qualify for an Investment Tax Credit of at least thirty percent (30%) and shall provide Owner with documentation of same, sufficient for Owner to meet the Investment Tax Credit requirements as further outlined in the Scope Of Work. Contractor shall pay sales, consumer, use and similar taxes applicable to the Work as may be required under applicable law. If Contractor defaults or neglects to carry out the Work in accordance with the Contract requirements and fails within a ten-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within five (5) days of demand therefor.

- 5.7. Contractor shall be solely responsible for securing the Project Site. If injury to a third-party results from a third-party accessing the Project Site, that is the sole responsibility of the Contractor and shall not impact the ability of the Owner to recover to the full limits of liability articulated herein.

6. Warranties and Remedies.

- 6.1. Contractor warrants that:
- (a) The materials and equipment furnished in the performance of the Work will be new and of good quality and shall meet Contractor's Warranty requirements as set forth in this Contract;
 - (b) Any damages to the Project Site caused by the Work, including but not limited to damage to the landfill cap and systems, existing electrical system, roof or building components or damage that interferes with or lessens production of electricity or the functionality or useful commercial life of the equipment used in the Work, shall be completely remedied and restored to prior condition by Contractor.
 - (c) Contractor's Work, including design services, shall comply with GAEP.
- 6.2. Contractor's warranty excludes remedy for damage or defect caused by abuse by, or modifications executed by, persons other than Contractor, its subcontractors or agents, improper or insufficient maintenance or improper operation by persons other than Contractor, its subcontractors or agents, or normal wear and tear and normal usage, in each case not in accordance with the terms of any applicable operation and maintenance manuals.
- 6.3. **EXCEPT AS PROVIDED HEREIN, THE WARRANTIES SET FORTH IN THIS SECTION 6 AND IN SCHEDULE A ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN.**
- 6.4. All claims under or related to this Contract or the Work, including but not limited to warranty claims, shall be made by Owner in writing (a) within thirty (30) days after Owner obtains knowledge of any defect or breach thereof, and, in any event, (b) within

five (5) years and thirty (30) days after the last date of Work that is the subject of the claim or Substantial Completion, whichever is later. Any product or Work that is the subject of a warranty claim must be held for Contractor's inspection.

- (a) Upon submission of a claim by Owner as set forth in this Section 6.4, and reasonable substantiation of the claim by Contractor, Contractor shall at its option either (i) repair or re-perform the warranted Work or (ii) refund an equitable portion of the amount paid by Owner for the Work subject to the claim.
- (b) **Except as otherwise provided in this Agreement, Contractor shall not be liable to Owner for more than the Contract Sum except to the extent covered by applicable insurance, provided that the foregoing shall not be construed to limit any indemnities provided by Contractor herein.**

7. LIMIT OF LIABILITY. SECTION 6.4 SETS FORTH CONTRACTOR'S ONLY OBLIGATION AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE CONTRACT OR THE WORK, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND PROFESSIONAL MALPRACTICE,) OR OTHER THEORIES. IN NO EVENT SHALL CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, DATA OR BENEFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G., CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION. OWNER'S FAILURE TO SUBMIT A CLAIM AND ABIDE BY THE TERMS PROVIDED IN SECTION 6.4 SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF. IN NO EVENT WILL CONTRACTOR'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK, REGARDLESS OF THE FORM OF THE ACTION OR THE ENTITY THAT BRINGS THE ACTION, EXCEED THE CONTRACT SUM EXCEPT TO THE EXTENT COVERED BY APPLICABLE INSURANCE, PROVIDED THAT THE FOREGOING LIMITATION OF CONTRACTOR'S LIABILITY SHALL NOT APPLY TO (i) LIABILITY FOR DAMAGES ARISING OUT OF CONTRACTOR'S ACTS OR OMISSIONS CONSITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF

COMPETENT JURISDICTION, OR (ii) ANY INDEMNITIES PROVIDED BY CONTRACTOR HEREUNDER.

8. Insurance.

8.1. Contractor shall maintain the following insurance coverage:

- (a) Worker's Compensation Insurance, with statutory limits; and
- (b) A Commercial General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate.
- (c) Umbrella General Liability Policy ("Umbrella"), which shall provide for limits in the amount of \$5,000,000 dollars for each occurrence and \$5,000,000 in the aggregate.
- (d) Automobile coverage with \$1,000,000 per occurrence and annual aggregate.
- (e) Builder's risk coverage for that portion of the Work owned by Contractor. Contractor acknowledges and agrees that it shall retain title and risk of loss for (i) the equipment and all other materials comprising the Work until title thereto passes to Owner pursuant to the terms hereof, and (ii) its tools and equipment to be used in the Work.
- (f) Owner shall maintain adequate insurance to protect that portion of the Work owned by Owner and shall maintain, at a minimum a CGL Policy in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate

8.2. Contractor will list Owner, its officials, agents, and employees as additional insured on the Commercial General, Umbrella, and Automobile Liability policies on a primary and non-contributory basis.

9. Force Majeure.

9.1. If the Contractor is delayed at any time in whole or in part in the commencement, progress, or completion of the Work due to any unforeseeable cause or event at, near, or affecting the Project Site that is beyond Contractor's reasonable control including, but not limited to, industrial disturbances, floods, earthquake, accidents, fire, pandemic or epidemic, unforeseeable weather, war, rebellion, civil strife, newly enacted tariffs, outages of the electric grid or cellular service or internet service, or acts of God (a "Force Majeure Event"), which cause or event cannot be prevented, avoided, or removed by Contractor, then the time for commencement, progress, or Contract Time set forth above shall be extended for a time period equivalent to the time period of the delay or a commercially reasonable time if the Force Majeure Event causes additional delays beyond Contractor's control; provided, however, that a change in Contractor's economic circumstances, an increase in prices for labor or materials or the unavailability of materials (except in the event of a newly enacted tariff), labor shortages, failure of equipment otherwise in Contractor's reasonable control,

subcontractor defaults, or banking system failures shall not constitute a Force Majeure Event. Contractor shall provide prompt written notice of such event to Owner, and such changes to time for commencement, progress, or Contract Time shall be documented by Change Order under Section 10 of this Contract.

- 9.2. If the Work is stopped or delayed for a period of ninety (90) days or more due to a continuing Force Majeure Event, then Contractor and Owner shall endeavor to agree to modifications to the Contract Sum and Contract Time for the Work, which shall be reflected in a Change Order as provided in Section 10 of this Contract. If the Work is stopped or delayed for a period of one hundred eighty (180) days, or more, either Party shall be entitled to terminate this Contract without liability for such early termination; provided that upon such termination, the Parties shall cooperate in good faith to determine an equitable allocation of any costs and liabilities incurred as a result thereof.
- 9.3. The Parties acknowledge that either Party's, or both Parties', ability to provide uninterrupted performance may be impacted as a direct consequence of the Covid-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Contract as a direct result of the Covid-19 pandemic, the Parties will work in good faith to come up with mutually agreeable workarounds prior to invoking Force Majeure.

10. Changes and Change Orders.

- 10.1. Any changes to the Work, the Contract Sum, or the Contract Time will be accomplished only upon the Parties entering into a written change order signed by both the Contractor and the Owner (such modification of this Contract, a "**Change Order**"). If the Change Order modifies the cost or time to complete the Work, the Change Order shall detail the cost of the Change Order work, the updated Contract Sum, and/or the updated Contract Time. Contractor may ask for a deposit of up to twenty percent (20%) of the increase in Contract Sum as reflected in a Change Order prior to start of the Change Order work. This deposit will be credited when Change Order work is invoiced.
- 10.2. The Contractor make seek a Change Order under this section, if: (i) at least sixty (60) days have passed since the Effective Date, (ii) the NTP Conditions have not been met due to any cause beyond Contractor's control, failure to receive the required permitting and/or delay in the permitting process due to the permitting authority shall not constitute a delay beyond the Contractor's control, and NTP has not otherwise been issued by Owner, and (iii) the quoted cost to complete any of the following portions of the Construction Work, individually, increases more than 10% from such portion of the Construction Work's allocation on the SOV issued on the Effective Date: modules, inverters, racking, labor and medium voltage gear. The Parties shall enter into a Change Order in accordance with this Section to document the changes to the Contract Sum

made pursuant to this Section 10.2. The Change Order shall summarize the reasons for the change and detail and substantiate the changes to the Contract Sum. Upon Owner's request, Contractor shall provide additional backup and price breakdown reasonably necessary to explain and justify Contractor's changes to the Contract Sum. In the event that Owner does not accept the changes to the Contract Sum made by Contractor pursuant to this Section 10.2 and the Parties do not otherwise agree in writing on changes to the Contract Sum, Owner shall give Contractor written notice of its decision not to accept the changes, this Contract shall terminate upon Contractor's receipt of such notice, and Owner shall pay Contractor in full for all Work performed and expenses incurred related to the Work and Change Orders through the termination date.

- 10.3. Contractor's costs to complete the Work include Contractor's efforts to meet any Federal requirements, including prevailing wage and apprenticeship requirements, necessary to qualify the System and/or the Work for a Federal investment tax credit equal to at least thirty (30%) percent, Contractor shall not be entitled to an equitable adjustment to the Contract Sum to recover such documented additional costs. To the extent that the requirements imposed on Contractor to meet these Federal requirements materially change during the Term the Parties agree to meet and discuss, in good faith, an equitable adjustment to the Contract Sum.
- 10.4. In the event of the occurrence of a delay outside the reasonable control of Contractor, including but not limited to delays by the utility, vendors, and Governmental Authorities, that necessitates an extension of the Contract Time then the Contract Time shall be extended one day for each day of delay caused by such event. In the event such a delay can be avoided or mitigated by incurring additional costs to procure alternate equipment, reduce the time for delivery or provide other relief from the delay, Owner may request a change pursuant to Section 10.1. In no event shall Contractor be required to incur any costs to avoid or mitigate a delay without a duly executed Change Order increasing the Contract Sum to account for such additional costs.
- 10.5. Contractor shall not perform any Change Order work without a properly executed Change Order.

11. Termination and Damages.

11.1. Termination by the Contactor.

- (a) In addition to Contractor's rights to terminate this Contract set forth elsewhere herein, if Owner is in material breach of a provision of this Contract, Contractor shall give Owner written notice that Owner is in default. If Owner fails to cure a payment default within fourteen (14) calendar days of its receipt of such notice, or to commence and continue efforts to cure any other material default within thirty (30) calendar days of receipt of such notice, Contractor may, in addition to any other contractual, legal and equitable remedies it may have, immediately terminate this Contract.
- (b) In the event of termination by Contractor under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred

related to the Work and Change Orders through the termination date. Owner shall also pay Contractor its reasonable, documented costs and expenses incurred in relation to and as a result of the termination, including Contractor's documented direct damages for breach of contract as determined pursuant to the dispute resolution processes set forth in Section 12. In no event shall Owner be liable to Contractor for more than the Contract Sum plus Contractor's reasonable, documented, out-of-pocket costs and expenses and direct damages determined pursuant to dispute resolution processes set forth in Section 12.

11.2. Termination by the Owner.

- (a) If Contractor is in material breach of a provision of this Contract, Owner shall give Contractor written notice that Contractor is in default. Grounds for default include but are not limited to Contractor's failure to diligently prosecute the Work, failure to timely pay its subcontractors or suppliers, violation of law or other material breach of the Contract. If Contractor fails to cure a payment default or to commence and continue to continue efforts to cure any other default within fourteen (14) calendar days of receipt of such written notice, Owner may terminate this Contract.
- (b) The Owner shall have the right to terminate this Contract in the event that financing for the Work is not available pursuant to Section 3.9.
- (c) Contractor's liability to the Owner and Owner's remedies related to termination shall be as set forth in Section 6.4 and Section 7. In addition, Owner shall be entitled to take possession of all Work, materials and equipment for which Owner has paid in full.
- (d) In the event of termination by Owner under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date. Thereafter, if the unpaid balance of the Contract Sum exceeds Owner's costs of finishing the Work and other damages incurred by Owner and not expressly waived after termination under this Section, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Owner.

11.3. Termination by Mutual Agreement. The Parties may terminate this Contract upon mutual written agreement provided that Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date.

- (a) The Parties agree to waive any claims for special, incidental, indirect, consequential, punitive and exemplary damages against the other Party related to or arising out of this Contract, or the Work. This waiver is limited to economic damages asserted as a result of the Contract, including, but is not limited to, damages incurred by Owner for alleged failure of the Work to achieve expected cost savings, for loss of use, income, rental expenses, profit, financing, business and reputation, and for loss of management or employee productivity or of the

services of such persons. For the avoidance of doubt, the foregoing waiver does not limit any indemnities provided by Contractor hereunder. This expressly excludes any and all claims of personal injury that may arise.

- 11.4. The termination of this Contract for any reason will not affect any other rights or liabilities of the parties that may have accrued prior to the date of termination.
- 11.5. The following survive termination of the Contract: Sections 5.4, 6.4, 7, 11, 12, and 13.

12. Dispute Resolution.

- 12.1. If the Parties become involved in a dispute related to, arising out of, or connected with the Work or Change Order, or this Contract, or the interpretation of any of the foregoing, they shall first attempt to resolve the dispute in mediation, jointly paid for by the parties. The location of any such mediation shall be Rockingham County, New Hampshire. Rockingham County, New Hampshire.
- 12.2. The prevailing Party in any dispute shall be entitled to recover reasonable, documented, out-of-pocket attorneys' fees and costs from the other Party only pursuant to the prevailing law in New Hampshire.
- 12.3. Nothing in this Contract, however, prevents or prohibits Contractor from filing a mechanics lien in the appropriate Registry of Deeds, complaints in court related to such liens, or other acts necessary to perfect such liens, if and as permitted by applicable law. Contractor reserves the right to file and perfect a lien on the System and agrees to stay such proceeding pending the outcome of mediation and/or binding arbitration, which may include the mechanics lien claim.

13. Indemnity.

- 13.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable, documented attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of Contractor, its agents or subcontractors, or anyone directly or indirectly employed by Contractor, its agents or subcontractors, or anyone for whose acts Contractor, its agents or subcontractors may be liable.
- 13.2. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees,

arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of Owner, or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable (in each case excluding, for the avoidance of doubt, Contractor, its agents and subcontractors). Whether such act or omission constitutes gross negligence is determined by the Owner.

13.3. All indemnification indicated above terminates at the conclusion of the Work.

14. Miscellaneous.

- 14.1. This Contract shall represent the entire integrated agreement between Contractor and Owner with respect to the System and supersedes all prior negotiations, representations or agreements, whether oral or written. This Contract may be amended only by written instrument signed by both Contractor and Owner.
- 14.2. This Contract shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Contract or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by any Party without prior written consent of the other Parties, which shall not be unreasonably withheld.
- 14.3. Contractor will report and pay all taxes owed by Contractor because of this Contract and the Work rendered by Contractor in accordance with applicable law.
- 14.4. Severability. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Contract will be reformed, construed, and enforced in such jurisdiction to effectuate the intent of the parties as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 14.5. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on a future occasion.
- 14.6. Independent Contractor and No Agency. Contractor will perform Work under this Contract as an independent contractor of Owner and not as an agent or employee of Owner. Contractor will at all times be solely responsible for all means, methods, techniques, and procedures used for the Work. Contractor will not be authorized to bind Owner to any obligation to any third party, nor will Contractor represent itself in any respect as having authority to do so.

- 14.7. **Counterparts.** This Contract may be executed electronically and in counterparts, in which case the signed counterparts together will constitute a single original instrument.
- 14.8. **Notices.** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested), or by email (where receipt is confirmed by the intended recipient, excluding automatic reply messages) to the respective Party at the respective Party's address set forth on Page 1 of this Contract.
- 14.9. **Governing Law.** This Contract shall be governed by, and construed with, the laws of the State of New Hampshire, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewable Energy System Installation Contract to be executed as of the Effective Date.

OWNER:

Town of Exeter, a New Hampshire Municipality

Signature

Print Name

Job Title

CONTRACTOR:

ReVision Energy Inc., a Maine Corporation

Signature

Print Name

Job Title

Schedule A: Scope of Work

1 System Details.

Project Site:	9 Cross Road, Exeter, New Hampshire 03833
Owner of Project Site:	Town of Exeter
System Size:	1,776.06 Kilowatts (kW DC)
	1,500 Kilowatts (kW AC)
Estimated Year-1 Productions:	2,351,335 Kilowatt hours (kWh)
Annual Production Derate Factor:	0.5%
Contract Sum:	\$5,227,274.00
Minimum System Deposit (≥20%):	\$475,000.00

2 System Equipment. The above-described System shall include the following equipment:

Photovoltaic Modules	(3036) Q Cells Q.Peak Duo XL G11S/BFG 585 W, or equivalent;
Inverters	(12) Sunny Highpower PEAK3 125-US (SMA)
Racking System	APA Geoballast, or equivalent; and
Online Monitoring & Metering	Also Energy, or equivalent.

3 The Work. The Work shall consist of the work described in the Schedule of Values, the Development Work (as more particularly described below) and the Construction Work (as more particularly described below) for the development and construction of the above-described System.

3.1 The Development Work. The Development Work consists of design, engineering, project development services for the System, including:

- Produce Engineering Documents;
- Obtaining Contractor Approvals in accordance with **Schedule A, Section 5.1**, including compliance with all state and local construction codes and requirements;
- Utility impact study and interconnection application, if any;
- Professional review of Project Site and final System design, including shade analysis;
- PE Stamp for structural engineering review as required by local or state officials. **NOTE: the cost of engineering review is non-refundable.**

3.2 The Construction Work. The Construction Work consists of the provision of all labor, materials and equipment for the construction of the System, including:

- Perform site work necessary for the construction of the System (including trenching, backfilling, regrading, landscaping, and tree removal);

- Install Racking System based on racking manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Photovoltaic Modules based on module manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Inverters based on inverter manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install all other required materials and perform electrical work necessary to mount and wire the System, including all disconnects, fusing, and metering consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Provide assistance in filing for state funded solar rebate program, as available;
- Complete Contractor's Solar PV System Commissioning Report;
- Provide Owner with copies of all applicable manufacturers warranties and product manuals;
- Provide training to enable Owner to operate and monitor the System, and to review the measurement and allocation of energy credits by the local utility; and
- Provide assistance with linking online monitoring system to Owner's website for production review and marketing purposes.
- Develop, maintain and provide to Owner records of all applicable wages and apprenticeships associated with the project. Upon request, provide support to Owner as it prepares, submits and answers questions associated with its application to the IRS for Direct Payment of the maximum eligible ITC;

3.3 Exclusions from Work. The following tasks, where applicable, shall be performed by others and are expressly excluded from the scope of Work for this Contract:

- Owner Approvals pursuant to **Schedule A, Sections 5.1 and 5.3;**
- Repair or replacement of existing site conditions, including but not limited to landfill systems.
- PE stamped site plans and/or boundary survey if required by planning board or other entity;
- Performance and/or Payment Bonding.

3.4 Compliance. The Work shall comply, where applicable, with the following Codes and Standards:

- Applicable edition of NFPA 70, National Electric Code;
- Applicable Underwriters Laboratories (UL) equipment standards (UL 1703 (PV Modules) & UL 1741 (Inverters));
- All electric equipment and materials shall be UL or Electrical Testing Labs (ETL) listed;
- All major PV electric components shall be Clean Energy Council (CEC)-approved.

- Institute of Electrical and Electronics Engineers (IEEE) Standard 929-2000 (Utility Interconnection);
- Applicable utility connection standards and procedures as outlined in the Utility System Impact Study and Interconnection Agreement; and
- Applicable local building codes and standards.
- Federal prevailing wage and apprenticeship requirements to qualify the System and/or the Work for a Federal Section 48 investment tax credit (ITC) equal to the six percent (6%) base rate as well as the full available bonus rate for a total ITC of not less than thirty percent (30%). In addition, and as may be applicable, assist with the documentation required for (1) the 10% domestic content bonus and (2) the 10% brownfield (Energy Communities) bonus.

4 Contract Sum Allowances and Exclusions.

4.1 Allowances. The following allowances, where applicable, are included in the Contract Sum, and expenses in excess of the allowance shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Civil/environmental permitting approval expenses, including applications fees: \$125,418.00;
- Site preparation costs, including tree removal, to achieve solar readiness and comply with civil/environmental permits: \$281,339.00;
- Fees for utility interconnection and net metering applications to the local electric utility, and related studies: \$19,600.00;
- Cost of interconnection to local electric utility’s distributions system (including utility required metering and telemetering), utility infrastructure upgrades, and ongoing utility operational expenses, if any, based on studies by the utility as of the Effective Date: \$338,474.00;

4.2 Excluded Costs. The following expenses, where applicable, shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Costs associated with component requirements and/or installation specifications not set forth as an inclusion in Section 3.1 or 3.2 above;
- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Local (Town) permitting expenses; and
- Costs and fees associated with Performance and/or Payment Bonding.

4.3 Summary of Allowances Excluded Costs.

Item	Allowances	Excluded Costs
Civil/Environmental Permitting	\$125,418.00	Any additional
Site Preparation	\$281,339.00	Any additional

Utility Application and Study Fees	\$19,600.00	Any additional
Utility Interconnection and Upgrade Costs	\$338,474.00	Any additional
Other Exclusions in Section 4.1		Any additional
Subtotal	\$764,831.00	

5 Building and Electrical Permitting, Utility Interconnection and Other Approvals.

5.1 Approvals. Each Party shall be responsible for obtaining and paying the cost of the following permits, easements, studies, licenses and approvals required to perform the Work (the “Approvals”) as set forth in the following table:

5.2

Approval:	Responsible Party:	Note:
Building Permit	Contractor	
Electrical Permit	Contractor	
Local Approvals	Contractor	Land Use, Occupancy, Environmental
State Approvals	Contractor	Land Use, Occupancy, Environmental
Federal Approvals	Contractor	Land Use, Occupancy, Environmental
Utility Interconnection Agreement	Contractor	Distribution and Transmission, Scada
Net Energy Billing Agreement	Contractor	
(other)		

Each Party shall cooperate with the other Party's reasonable requests to assist in applying for and obtaining Approvals; it being understood that Contractor's labor for performing this aspect of the Work is included in the Contract Sum. Additionally, Contractor shall work with Owner to complete and submit Owner's application for the Federal ITC as well as rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner's behalf.

5.3 Owner Approvals. Owner shall be solely responsible for identifying and obtaining any other approval required to own or operate the System that is not set forth in **Schedule A, Section 5.1** above, the cost and scope of which are excluded from the Contract Sum and Contractor's scope of Work. Owner shall be solely responsible for determining the acceptability of Approvals, including agreeing to any terms, conditions or other requirements arising out of or set forth in such Approvals.

6 Contractor's Warranty Coverage.

6.1 For a period of five (5) years following installation, Contractor will repair or replace, at no cost to Owner, equipment sold to Owner by Contractor. Repairs shall be made in accordance with the terms of the equipment manufacturer's warranty, if applicable, and Owner shall use commercially reasonable efforts to assist and

support Contractor in making any warranty claims necessary. Thereafter, Contractor shall service warranties of manufacturers of equipment sold to Owner by Contractor, but Owner shall pay the reasonable, documented costs for such service at Contractor's then-applicable standard labor rates, plus shipping and any other reasonable, documented costs involved in servicing the manufacturer's warranties.

- 6.2** For a period of five (5) years following installation, Contractor warrants its workmanship in connection with equipment installed by Contractor (or subcontractors or agents thereof), and Contractor shall service the equipment and make any required repairs arising from or in connection with the Work (excluding repairs arising as a result of faulty or defective equipment purchased by Owner from a supplier other than Contractor, which are governed by Section of this **Schedule A**) at no cost to Owner. Thereafter, Contractor shall make any such repairs, but Owner shall be responsible to pay the reasonable, documents costs for such repairs at Contractor's then-applicable standard labor rates.
- 6.3** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to repair or service equipment installed by persons other than Contractor (or subcontractors or agents thereof), provided that if Owner purchased such equipment from Contractor, then it shall be warrantied in accordance with Section of this **Schedule A** (unless the manufacturer has voided or will not honor the manufacturer's warranty as a result of such third-party installation, in which case Section of this **Schedule A** shall not be applicable).
- 6.4** Owner shall pay the reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to service any equipment or make any required repairs if and to the extent arising from faulty or defective equipment purchased by Owner from a supplier other than Contractor, provided that if Contractor (or subcontractors or agents thereof) installed such equipment, then Contractor's workmanship in connection therewith shall be warrantied in accordance with Section 6.2 of this **Schedule A**.
- 6.5** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor if and as necessary to service the System as a result of issues arising from failure of, or problems with the availability of internet or cellular service. In no case shall Contractor be responsible for any costs caused by failure of internet or cellular service.

7 **Engineering Documents.** The following attached documents are incorporated by reference into the Scope of Work as if stated in full herein:

- 7.1** Site Map - **Schedule A-2**;

7.2 One Line Diagram - **Schedule A-3**; and

7.3 Electricity Production Estimate - **Schedule A-4**.

- 8 **Safety Conditions.** Contractor will comply with OSHA requirements as may be required by applicable law and will monitor its work practices to prevent accidents and maintain safe and healthful working conditions. Contractor will be solely responsible for providing a safe place to work for Contractor's employees, subcontractors, materialmen, vendors, and delivery persons, and for safeguarding them from all hazards, whether or not related to Owner's operations or to performance of the Work. Contractor will continually and diligently inspect all Work to discover any conditions which might involve hazards, and Contractor will be solely responsible for discovery and correction of any such conditions caused by its Work.
- 9 **Storage and Housekeeping.** Contractor will prevent the accumulation of waste materials and trash on and around the worksite throughout performance of the Work. Contractor will store all construction materials and equipment in a safe and neat manner. Upon completion of the Work, Contractor will remove all tools, equipment, machinery, surplus materials, waste materials, and trash from on and around the worksite.
- 10 **Commissioning.** Promptly upon completion of the commissioning of the System, Contractor shall submit to Owner a Commissioning Report.
- 11 **Excluded Materials.** Contractor shall not introduce Excluded Materials to the Project Site or Work and shall remove any Project-Related Excluded Materials.

Schedule A-1: Schedule of Values



Schedule of Values

							Payment Application Number:			
Town of Exeter Landfill							Period Thru:			
A	B	C	D	E	F	G	H	I	J	
Spec Section	Description of Work	Scheduled Value	Percent of Total	Work Completed		Materials Stored (Not in Work Completed) <small>(Not in E or F)</small>	Total Completed and Stored to Date <small>(E + F + G)</small>	% Complete <small>(H / C)</small>	Balance to Finish <small>(C - H)</small>	
				Previous Periods	This Period					
	Development	\$ 281,240.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,240.00	
	Design and Engineering	\$ 129,479.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 129,479.00	
	Permitting	\$ 125,418.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 125,418.00	
	Utility Upgrade Costs	\$ 338,474.00	6%	\$ -	\$ -	\$ -	\$ -	0%	\$ 338,474.00	
	Site Prep	\$ 281,339.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,339.00	
	Buy Solar Modules	\$ 937,760.00	18%	\$ -	\$ -	\$ -	\$ -	0%	\$ 937,760.00	
	Install Solar Modules	\$ 339,946.00	7%	\$ -	\$ -	\$ -	\$ -	0%	\$ 339,946.00	
	Buy Inverters	\$ 90,246.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 90,246.00	
	Install Inverters	\$ 169,857.00	3%	\$ -	\$ -	\$ -	\$ -	0%	\$ 169,857.00	
	Buy Solar Racking	\$ 834,900.00	16%	\$ -	\$ -	\$ -	\$ -	0%	\$ 834,900.00	
	Install Solar Racking	\$ 528,984.00	10%	\$ -	\$ -	\$ -	\$ -	0%	\$ 528,984.00	
	Electrical	\$ 729,846.00	14%	\$ -	\$ -	\$ -	\$ -	0%	\$ 729,846.00	
	Fencing	\$ 107,965.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 107,965.00	
	Project Management	\$ 73,092.00	1%	\$ -	\$ -	\$ -	\$ -	0%	\$ 73,092.00	
	Commissioning	\$ 258,728.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 258,728.00	
Total Values		\$ 5,227,274.00	100%	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,227,274.00	

PO BOX 6
Liberty, ME 04049
(207) 589-4171

758 Westbrook St
South Portland, ME 04106
(207) 221-6342

7 Commercial Dr
Brentwood, NH 03833
(603) 679-1777

78 Main Street
Enfield, NH 03748
(603) 632-1263

1980 Turnpike St
Building #2
N. Andover, MA 01845
(978) 308-9041

www.ReVisionEnergy.com

Schedule A-2: Site Map



Schedule A-3: One Line Schematic Diagram

“Omitted by agreement of Parties”

Schedule A-4: Electricity Production Estimate

Year	Production
1	2,351,335
2	2,339,578
3	2,327,880
4	2,316,241
5	2,304,660
6	2,293,137
7	2,281,671
8	2,270,262
9	2,258,911
10	2,247,617
11	2,236,379
12	2,225,197
13	2,214,071
14	2,203,000
15	2,191,985
16	2,181,025
17	2,170,120
18	2,159,270
19	2,148,473
20	2,137,731
21	2,127,042
22	2,116,407
23	2,105,825
24	2,095,296
25	2,084,819
26	2,074,395
27	2,064,023
28	2,053,703
29	2,043,435
30	2,033,218
31	2,023,051
32	2,012,936
33	2,002,872
34	1,992,857
35	1,982,893

Schedule A-5: Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor)	ReVision Energy Inc
By Owner:	●
Project Site:	●
“PV System” Size (kW dc)	●
Partial Lien Waivers Required	No
Notice Date:	●

Contractor is hereby notified to proceed with all of the Work on the System identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work in accordance with the Contract between Owner and Contractor dated on or about _____, 20__.

OWNER:

CONTRACTOR:

(Receipt of this Notice to Proceed is hereby acknowledged);

REVISION ENERGY INC.

By: _____

By: _____

Print Name: _____

Print Name: Fortunat Mueller

Title: _____

Title: President

Date: _____

Date: _____

**ATTACHMENT 1: FORM OF SUBSTANTIAL COMPLETION CERTIFICATE AND
REQUEST FOR PERMISSION TO OPERATE**

**FORM OF SUBSTANTIAL COMPLETION CERTIFICATE
AND
REQUEST FOR PERMISSION TO OPERATE**

Deliver to: (Owner)	●
By Contractor:	ReVision Energy Inc
Project Site:	●
"PV System" Size (kW dc)	●
Date:	●

This Substantial Completion Certificate and Request for Permission to Operate is being delivered by ReVision Energy Inc., a Maine corporation (the "Contractor") to _____ (the "Owner") pursuant to Section 4.5 of that certain Renewable Energy System Installation Contract (the "Contract"), which was entered into by Contractor and Owner on the __ day of _____, 20__.

1. Contractor certifies to Owner that:
 - a. The System is mechanically, electrically, and structurally constructed in accordance with all of the requirements of the Agreement and associated Scope of Work and all Change Orders (except for items on the Final Punch List);
 - b. The System is fully grid-interconnected, with interconnection approval from the local utility, and has been installed in compliance with the requirements of the local distribution utility;
 - c. The System has undergone all necessary inspections and received all necessary approvals and permission to operate from all utilities and authorities having jurisdiction;
 - d. The electrical inspection certificate for the System has been obtained; and
 - e. The System can be used continuously for its specified purpose as described in the Agreement and is capable of operating safely in accordance with all applicable laws.
2. Contractor hereby requests that Owner provides written direction for the System to be placed in service.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

[Signatures to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Substantial Completion as of _____, 20__.

CONTRACTOR:

REVISION ENERGY INC.

By: _____

Print Name: Fortunat Mueller

Title: President

Date: _____

By providing its countersignature below, Owner hereby acknowledges its receipt of this Substantial Completion Certificate and Request for Permission to Operate and provides its written direction to Contractor for the System to be placed in service. This countersignature shall be effective as of the date below such countersignature and shall constitute the "Owner PTO" for purposes of Section 4.6 of the Contract.

OWNER:

By: _____

Print Name: _____

Title: _____

Date: _____

Renewable Energy System Installation Contract

This Renewable Energy System Installation Contract (“**Contract**”) is made effective as of this day of March, 2023 (the “**Effective Date**”) by and between Town of Exeter, a New Hampshire municipality with a mailing address of 9 Cross Road, Exeter, New Hampshire 03833 (“**Owner**”), and ReVision Energy Inc., a Maine corporation registered to do business in Massachusetts and New Hampshire with a mailing address of 758 Westbrook Street, South Portland, ME 04106 (“**Contractor**”). Owner and Contractor are, collectively, sometimes referred to herein as the “**Parties**” and, individually, as a “**Party**.”

LIST OF ATTACHMENTS AND SCHEDULES

List of Attachments and Schedules	1
Schedule A: Scope of Work.....	21
Schedule A-1: Schedule of Values	28
Schedule A-2: Site Map	29
Schedule A-3: One Line Schematic Diagram	298
Schedule A-4: Electricity Production Estimate.....	31
Schedule A-5: Form of Notice to Proceed	32
Attachment 1: Form of Substantial Completion Certificate and Request for Permission to Operate	33

RECITALS

WHEREAS, Contractor is in the business of developing and constructing solar electric generating facilities; and

WHEREAS, Owner desires to hire Contractor to develop and construct a solar electric generating facility at 9 Cross Road, Exeter, New Hampshire 03833 (the “Project Site”) that Owner will own and operate.

NOW, THEREFORE, in consideration of the promises, covenants, provisions, payments and mutual agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the Parties expressly acknowledge, with respect to the solar electric generating facility (the “System”), the Parties hereby agree, and covenant as follows:

1. The Scope of Work; Project Documents.

- 1.1. Contractor shall provide all professional development, design, and engineering services (collectively, hereinafter referred to as “**Development Work**”), as detailed in **Schedule A**, and all labor, materials and equipment (collectively, hereinafter referred to as “**Construction Work**”), as detailed in **Schedule A**, to install in a timely, diligent, high quality and workmanlike manner at the Project Site the System, as detailed in **Schedule A** (the Development Work and the Construction Work are, collectively referred to herein as the “**Work**”)., The System is further described in the Site Map in **Schedule A-2** (the “**Site Map**”) the One-Line Diagram in **Schedule A-3** (the “**One-Line Diagram**”), and the Energy Production Estimate in **Schedule A-4** (the “**Energy Production Estimate**”, the Energy Production Estimate, together with the Site Map and the One-Line Diagram, are collectively referred to herein as the “**Engineering Documents**” and, individually, as an “**Engineering Document**”)., Each Engineering Document has been prepared in accordance with GAEP. For purposes of this Contract, “**GAEP**” or “**Generally Accepted Engineering Practices**” means those practices, methods, techniques, and standards in effect in the solar power industry at the time of performance of the Work that are commonly used in prudent engineering and construction to design and construct equipment in the United States of similar size and type as the System and in accordance with applicable law; and “**Project Documents**”, with respect to the System, means this Contract, the applicable Engineering Documents, and each contract, license, mortgage, easement, application, approval, permit, site map, engineering document, or other document prepared by or provided to Contractor (by the Owner, the owner of the Project Site (if Project Site is not owned by Owner), any governmental authority, or any other person or entity) during its diligence and site investigation in respect of the System, or otherwise prepared or obtained by Contractor in connection with its Work.

2. Compensation.

- 2.1. For Contractor's complete and satisfactory performance of the Work, the Owner shall pay Contractor the fixed price specified in **Schedule A** (the "Contract Sum"), in accordance with Section 3, subject only to such additions and deductions as may be set forth in a Change Order. Owner shall be solely responsible to pay for the cost of all work, permits, fees, and expenses for items excluded from the Work pursuant to **Schedule A, Section 4**. If Contractor pays any such excluded costs, Owner shall reimburse Contractor in accordance with Section 3 below.
- 2.2. Owner acknowledges and understands that the Contract Sum and Contractor's performance of the Work are based on the Scope of Work detailed in **Schedule A**, and on the following assumptions:
 - (a) Other than as set forth in the information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) (as applicable) or as known by Contractor following its diligent site investigation, there are no water, gas, sewer, electrical or any other underground utility or component, such as ledge, that will restrict any needed excavation or other activities necessary for the completion of the Work; and
 - (b) Information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) related to the Project Site or to the Work is accurate.
- 2.3. If any discovery in respect of the System and the Work related thereto (a) (i) is contrary to Contractor's assumptions as set forth in Section 2.2 and Contractor's knowledge following diligent site investigation, including discoveries resulting from concealed or unknown physical or electrical conditions that are materially different than those indicated in the Project Documents (excluding documents prepared by Contractor or its consultants or subcontractors), and (ii) is a result of conditions that are materially different than those ordinarily found to exist on projects of a similar nature and that are not now known or visible, and (b) such discovery results in any needed repairs that were not contemplated in the Scope of Work, or that cause a governmental authority to impose additional requirements in respect of the System, then such repairs or additional requirements shall be considered outside the Scope of Work for the System and the Contract Sum; provided, however, that notwithstanding anything to the contrary in the foregoing provisions and the assumptions set forth in Section 2.2, Contractor shall in no way be relieved from its responsibility to address and resolve without costs to Owner all conditions known to Contractor or which Contractor should have discovered with the exercise of reasonable diligence.
- 2.4. Contractor will promptly notify Owner after obtaining knowledge of any discovery or condition that is outside the Scope of Work or Contract Sum as described in Section 2.3 (subject to the proviso thereto). The Parties shall negotiate in good faith to reach a

mutually agreed adjustment to the Contract Sum or Scope of Work, as applicable, which shall be documented by Change Order.

3. **Payment.** So long as the Work is being performed in accordance with the provisions of this Contract, Owner shall pay Contractor pursuant to the provisions in this Section 3.
 - 3.1. Payment According to Earned Amounts Set Forth in Schedule of Values. Attached hereto as **Schedule A-1** is the schedule of values (“**Schedule of Values**” or “**SOV**”) allocating the Contract Sum to the various portions of the Work. In applying for payment of earned amounts pursuant to Sections 3.3 and 3.4, the Contractor shall submit invoices for payment showing the percentage of completion of the portions of the Work based on this Schedule of Values. For clarity, the amounts allocated to each portion of the Work are not subject to adjustment in the event that Contractor’s estimated hours to complete such portion of Work is different than that assumed in Contractor’s calculations of the values set forth in the Schedule of Values.
 - 3.2. Change Order. Any modification of the Contract Sum or Schedule of Values shall be set forth in a Change Order pursuant to Section 10 of this Contract.
 - 3.3. Initial SOV Payment (System Deposit). On or before May 19, 2023, Owner shall pay an initial SOV Payment (the “**System Deposit**”) equal to Four Hundred Seventy-Five Thousand Dollars (\$475,000). To the extent that the System Deposit due under Section 3.3 exceeds earned amounts based on completed portions of the Work as of the Effective Date, Contractor shall apply such surplus to succeeding Progress SOV Payments until fully utilized as provided in Section 3.4(a)(iii).
 - 3.4. Progress SOV Payment Applications; Invoices. No more than once per month, Contractor shall electronically deliver to Owner applications for progress payments for remaining unpaid portions of completed Work (“**Payment Application**”).
 - (a) Each Payment Application and accompanying Invoice shall (i) be in writing, (ii) be based on the estimated percentage of Contractor’s Work satisfactorily completed and earned in accordance with the Schedule of Values, and Change Orders, if any, and (iii) credit Owner for the unutilized balance of the System Deposit, if any. Contractor may also invoice for the cost of items excluded from the Work pursuant to **Schedule A, Section 4**.
 - (b) Each Payment Application shall be reasonably detailed and shall be accompanied by reasonable supporting documentation to the extent applicable, including: (i) a list of all subcontractors performing portions of the Work or otherwise potentially having lien rights against the System and the amount of outstanding payments owing to such subcontractors; (ii) evidence that Contractor has completed all portions of the Work expressly claimed or required to be performed within the timeframe applicable thereto; and (iii) any other evidence or documentation reasonably requested by Owner to verify Contractor’s progress in performing the Work and that Contractor has paid for all services, materials, and labor used in

connection with the performance of Work for which Owner has previously made payment.

- (c) As a condition of each Payment Application, Contractor represents and warrants upon submitting each invoice to Owner that: (a) all Work to the date of that invoice has been completed through the level for which payment is requested; (b) all Work to the date of that invoice has been properly performed and fully conforms to Contractor's warranties in this Contract, including the warranties set forth in Section 6.1 and in **Schedule A**; (c) Contractor knows of no reason why payment should not be made as requested; (d) all Work (including the products thereof) for which payments have already been received is free and clear of all claims, including lien claims, and other encumbrances, other than liens securing indebtedness incurred by Owner to finance the Work; (e) partial lien waivers if requested by Owner at NTP (as defined below); and (f) upon Owner's payment, the Contractor will make prompt and timely payments to its subcontractors, laborers, materialmen, suppliers, and vendors.

3.5. Intentionally Omitted.

- 3.6. Reimbursement for the Cost of Items Excluded from the Work. For the efficient administration of the Work and with prior written approval from Owner, Contractor may agree to pay expenses for items excluded from the Work and Contract Sum pursuant to **Schedule A, Section 4**. Contractor shall be entitled to include a request for reimbursement of such payments in a Payment Application filed pursuant to Section 3.4 and Owner shall pay such reimbursement invoices pursuant to the requirements of Section 3.7.

3.7. Payments; Retainage; Transfer of Title.

- (a) Owner shall make payment to Contractor of the earned and undisputed amounts as set forth in each invoice within thirty (30) days of Owner's receipt of each Payment Application. The Contractor acknowledges that any and all invoices for work beyond that accounted for by the Initial Payment per section 3.3 above up to August 2023, shall be due and payable by August 31, 2023, to allow for the receipt of the anticipated funds indicated in 3.9 below.
 - 3.7.a.1. As delay in payment on invoices issued through August, 2023 is anticipated, the Contractor acknowledges the duty to remain apprised of any and all potential changes in material costs articulated in section 10.2 below, and are obligated to inform the Owner of such anticipated change. The Parties shall then endeavor to cooperate on a plan to acquire the materials at the current prices detailed herein.
- (b) Retainage of 5% may be applied by Owner to all progress payments, which retainage (if any) shall be due and payable to Contractor with Final Payment.
- (c) Owner shall pay a \$100 late fee and interest at a rate of 1.5 % per month on all overdue amounts (excluding retainage) until paid.

- (d) Upon Owner's payment of each invoice in respect of a Payment Application, title to all Work (including manufacturer's warranties) covered by that payment will immediately pass to Owner, provided that, solely with respect to equipment for which title has not yet transferred, title thereto shall pass to Owner immediately upon Contractor's receipt from Owner of the Owner PTO. To the extent that a manufacturer's warranty does not automatically apply to Owner as the original end user of the equipment, Contractor shall transfer that manufacturer's warranty to Owner upon and together with transfer of title to the equipment.
- 3.8. **Claims and Liens.** Contractor will keep all Work (including the products thereof) free and clear of claims and liens, excluding statutory mechanic's lien rights. Owner will not remit Contractor's Final Payment under this Contract until Contractor delivers to Owner: (a) a commissioning report prepared in accordance with GAEP ("**Commissioning Report**") confirming that all Work has been completed according to the Scope of Work and all Change Orders; and (b) complete and executed lien waivers, in the form required by relevant state law, if any, and otherwise in form and substance reasonably satisfactory to Owner, from all those subcontractors (including materialmen) that have served Owner or Contractor with a notice of right to claim lien or similar notice, conditioned only upon receipt of funds from the Final Payment (if any).
- 3.9. Owner's obligation to pay Contractor for Work performed is not dependent upon Owner's ability to obtain approval of any governmental or regulatory agency (except to the extent that receipt of any such approval is part of the applicable Scope of Work), or Owner's ability to obtain favorable tax treatment or tax benefits in connection with the Work; provided, however, that Owner's obligation to pay Contractor for Work performed is dependent upon Owner's ability to secure financing which is anticipated through the New Hampshire Municipal Bond Bank's 2023 summer sale, with bond proceeds expected to be received on or about August 9, 2023; provided, further, however, that the foregoing shall not affect Owner's rights and remedies if Contractor fails to achieve Mechanical Completion (as defined below) within the Contract Time (as defined in **Schedule A**) or if Contractor fails to satisfy its tax related requirements outlined in the Scope of Work.
- 3.10. **Non-payment.** In the event of outstanding overdue payments that are not subject to dispute by Owner, and in the event Owner does not bring current such payment following receipt of thirty (30) days' written notice from Contractor, Contractor reserves the right, in its sole discretion, to suspend or terminate the Contract under Section 11, without waiving any right or claim against Owner and without any liability.
- 3.11. **Final Payment.** Contractor may invoice for Final Payment for the System, constituting the entire unpaid balance of the applicable Contract Sum including retainage when the Work described in this Contract, including all Final Punch List items, is fully completed and accepted by Owner. Each such Final Payment shall be paid to Contractor within

thirty (30) days of Owner's written confirmation that the Work has been fully completed to its satisfaction.

- 3.12. Electronic Fraud. Owner shall verbally confirm and re-confirm by call-back each and every payment by ACH or wire transfer to Contractor, and no electronic payment shall be deemed to be delivered unless and until it is in fact deposited to Contractor's bank account.

4. Contract Time, Deposit, Milestones, and Punch List.

- 4.1. The Development Work shall commence on the Effective Date or the date on which Owner has delivered to Contractor the System Deposit, whichever is later. The Construction Work shall not commence until Owner has delivered to Contractor written Notice to Proceed pursuant to Section 4.3 and the Owner has received the proceeds of bonds issued to finance the Work pursuant to Section 3.9 .
- 4.2. Contract Time. Subject to Section 4.6, Contractor shall achieve Commercial Operation (as defined below) of the System by no later than 18 months after the day of delivery of NTP to the Contractor pursuant to Section 4.3(the "**Contract Time**").
- 4.3. Notice to Proceed. Contractor shall not commence the Construction Work, until Owner has delivered to Contractor written notice to proceed with the Construction Work ("**Notice to Proceed**" or "**NTP**"). Owner shall issue an executed NTP within five (5) business days of the date upon which it has received written certifications from Contractor that the following conditions (the "**NTP Conditions**") have been met:
- (a) Contractor has obtained all permits necessary for the Construction Work from authorities with jurisdiction, such permits are effective, and a copy has been made available for inspection by Owner; and
 - (b) Contractor has delivered all insurance certificates required by Section 8.1 to Owner
- 4.4. Mechanical Completion. Contractor achieves "**Mechanical Completion**" when the System is mechanically and electrically complete so that the Owner can utilize the System in the manner for which it is intended, subject only to receipt of necessary approvals following any required inspection(s) by any authorities having jurisdiction.
- 4.5. Substantial Completion. Contractor achieves "**Substantial Completion**" when (i) Mechanical Completion has been achieved, (ii) the System has undergone all necessary inspections and received all necessary approvals and permission to operate ("**PTO**") from all utilities and authorities having jurisdiction, and (iii) Contractor delivers to Owner a Substantial Completion Certificate and Request for Permission to Operate, which shall be in the form attached hereto as **Attachment 1**.
- 4.6. Commercial Operation. "**Commercial Operation**" is achieved when, following Contractor's receipt of Owner's written direction that the System be placed in service (the "**Owner PTO**"), the System has reached Substantial Completion and is placed in service. Contractor shall commence System operations no sooner than one working day, and no later than within five (5) working days (which period may be extended with the prior written approval of Owner, not to be unreasonably withheld, conditioned,

or delayed) following its receipt of the Owner PTO; provided that Contractor hereby acknowledges and agrees that in no event shall the System be placed in service on or prior to the date upon which title to the System has passed in full to Owner.

4.7. **Final Completion.** Contractor achieves “**Final Completion**” on the date when (i) Commercial Operation has been achieved, (ii) Contractor has completed all of the Work on the Final Punch List, if any, (iii) Contractor provides the Commissioning Report, which (x) has been prepared in accordance with GAEP, (y) confirms that all Work has been completed according to the Scope of Work and all Change Orders (including Final Punch List items), and (z) documents that the System has undergone all necessary visual, mechanical, and electrical inspections and operating tests and can be safely operated by Owner, and (iv) Contractor provides documentation of all personnel hours, wages, and apprenticeship status on behalf of itself and all subcontractors in accordance with regulations and guidance from the Treasury Department related to the Inflation Reduction Act..

(a) **Punch List.** Upon Mechanical Completion of the Work, Owner and Contractor agree to inspect the Work and make a list of those items that are incomplete or defective. Within seven (7) days of Mechanical Completion, Contractor shall prepare and submit to Owner a list of incomplete Work and/or Work that requires correction (the “**Draft Punch List**”). Within thirty (30) business days of receipt of the Draft Punch List, Owner shall add any items of incomplete or defective Work to the Draft Punch List; provided that Owner’s failure to add any such items to the Draft Punch List shall not operate as a waiver of any incomplete or defective Work. The Owner’s and Contractor’s combined list shall be the “**Final Punch List**” for the System.

4.8. If Owner and Contractor are in dispute as to the performance or completion of Work, including, without limitation, any item(s) on the Final Punch List, Contractor shall, nonetheless, be entitled to payment from Owner for all Work as to which there is agreement. The Owner shall be entitled to withhold 1.5 times the reasonable value of disputed Work until such Work is completed.

5. **Obligations of the Parties.**

5.1. **Site Access.** Owner shall use commercially reasonable efforts to provide Contractor with timely access to the Project Site sufficient to allow the Contractor to perform the Work in accordance with the Scope of Work.

5.2. **Inspections.** Any test(s) and/or inspection(s) of the Work requested by Owner shall be conducted within ten (10) business days of receipt of Contractor’s notice that it has achieved Substantial Completion of the Work. All such tests and/or inspections shall be arranged by the Owner and conducted at Owner’s expense; provided that if and where appropriate, Contractor shall coordinate with the owner of the Project Site (if different from Owner) to ensure that Owner has timely access to the Project Site to

allow it to conduct such tests and inspections. Owner shall provide Contractor with reasonable notice of the date and time of all such tests and/or inspections and will permit Contractor to attend and observe all such testing and/or inspections.

- 5.3. Permits. As set forth in **Schedule A, Section 5**), Owner and Contractor shall arrange for all inspections, and shall obtain all required permits and approvals, including PTO, from all utilities and authorities having jurisdiction, to complete the Work and achieve Final Completion. Contractor shall satisfy any and all conditions set forth in such required permits and approvals. Furthermore, Contractor shall obtain and at all times maintain all permits required to conduct its business and perform the Work and shall ensure that all subcontractors and agents have obtained and maintain all such required permits.
- 5.4. Excluded Materials. Owner agrees to notify Contractor in advance of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, “Excluded Materials”). Regardless of whether Owner has so informed Contractor, Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials. Owner agrees that if it is determined at any time that the Project Site contains any Excluded Materials, Owner will bear the sole risk thereof and all related costs. Owner agrees to release, indemnify, defend and hold harmless Contractor, and its officers, agents and employees (together, the “Indemnitees”), of and from all costs, claims, damages, and liability arising out of or relating to Excluded Materials, acts or omissions of the Owner, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages or liability that are solely the result of any Indemnatee gross negligence.
- Excluded Materials. Each Party will promptly provide written notice to the other Party upon obtaining knowledge of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, “Excluded Materials”). Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials, unless such materials are deposited or spilled by Contractor or any agents or subcontractors thereof or the presence of such materials is caused by or otherwise arises from the Work or the materials constituting the System (the “**Project-Related Excluded Materials**”). Upon obtaining knowledge of the existence of any Excluded Materials, either party may elect to delay the Contract Time as necessary to permit the owner of the Project Site (or, with respect to Project-Related Excluded Materials, Contractor) to remove, contain, disperse, discharge, or treat such materials as required by applicable law. Contractor agrees that if it is determined at any time that the Project Site contains any Project-Related Excluded Materials, Contractor will bear

the sole risk thereof and all related costs. Contractor agrees to release, indemnify, defend and hold harmless Owner, and its officers, agents and employees (together, the “**Owner-Indemnitees**”), of and from all losses, damages, expenses, liabilities and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”), arising out of or relating to Project-Related Excluded Materials, any acts or omissions of Contractor (including any agents or subcontractors thereof) that result in the presence of such materials in or around the Project Site, or injury caused thereby, excepting any such costs, claims, damages or liability that are the result of the gross negligence or willful misconduct of any of the Owner-Indemnitees or the owner of the Project Site.

- 5.5. Compliance with all laws. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons or property, including the Work and all property adjacent thereto, in each case in accordance with prudent industry standards. Contractor shall comply with all federal, state and other laws, regulations and requirements regarding safety or otherwise applicable to the Work, including the Comprehensive Environmental Response, Compensation, and Liability Act, Solid Waste Disposal Act, and Resource Conservation and Recovery Act. Contractor shall indemnify Owner for all fines, penalties, assessments, expenses, claims and other damages which Owner is required to pay as a result of Contractor’s (including its agents’ or subcontractors’) failure to comply with such laws, regulations and requirements. Owner agrees not to interfere with the Work. If Owner enters the jobsite where the Work is being performed, the Owner agrees that it is entering at its own risk.
- 5.6. Completion of the Work. Contractor shall pay for all labor, materials, engineering, services, equipment, and tools necessary to fully complete the Work. Contractor shall satisfy federal prevailing wage and apprenticeship requirements or meet the Good Faith Effort Exception requirements to qualify for an Investment Tax Credit of at least thirty percent (30%) and shall provide Owner with documentation of same, sufficient for Owner to meet the Investment Tax Credit requirements as further outlined in the Scope Of Work. Contractor shall pay sales, consumer, use and similar taxes applicable to the Work as may be required under applicable law. If Contractor defaults or neglects to carry out the Work in accordance with the Contract requirements and fails within a ten-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within five (5) days of demand therefor.

- 5.7. Contractor shall be solely responsible for securing the Project Site. If injury to a third-party results from a third-party accessing the Project Site, that is the sole responsibility of the Contractor and shall not impact the ability of the Owner to recover to the full limits of liability articulated herein.

6. Warranties and Remedies.

- 6.1. Contractor warrants that:
- (a) The materials and equipment furnished in the performance of the Work will be new and of good quality and shall meet Contractor's Warranty requirements as set forth in this Contract;
 - (b) Any damages to the Project Site caused by the Work, including but not limited to damage to the landfill cap and systems, existing electrical system, roof or building components or damage that interferes with or lessens production of electricity or the functionality or useful commercial life of the equipment used in the Work, shall be completely remedied and restored to prior condition by Contractor.
 - (c) Contractor's Work, including design services, shall comply with GAEP.
- 6.2. Contractor's warranty excludes remedy for damage or defect caused by abuse by, or modifications executed by, persons other than Contractor, its subcontractors or agents, improper or insufficient maintenance or improper operation by persons other than Contractor, its subcontractors or agents, or normal wear and tear and normal usage, in each case not in accordance with the terms of any applicable operation and maintenance manuals.
- 6.3. **EXCEPT AS PROVIDED HEREIN, THE WARRANTIES SET FORTH IN THIS SECTION 6 AND IN SCHEDULE A ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN.**
- 6.4. All claims under or related to this Contract or the Work, including but not limited to warranty claims, shall be made by Owner in writing (a) within thirty (30) days after Owner obtains knowledge of any defect or breach thereof, and, in any event, (b) within

five (5) years and thirty (30) days after the last date of Work that is the subject of the claim or Substantial Completion, whichever is later. Any product or Work that is the subject of a warranty claim must be held for Contractor's inspection.

- (a) Upon submission of a claim by Owner as set forth in this Section 6.4, and reasonable substantiation of the claim by Contractor, Contractor shall at its option either (i) repair or re-perform the warranted Work or (ii) refund an equitable portion of the amount paid by Owner for the Work subject to the claim.
- (b) **Except as otherwise provided in this Agreement, Contractor shall not be liable to Owner for more than the Contract Sum except to the extent covered by applicable insurance, provided that the foregoing shall not be construed to limit any indemnities provided by Contractor herein.**

7. LIMIT OF LIABILITY. SECTION 6.4 SETS FORTH CONTRACTOR'S ONLY OBLIGATION AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE CONTRACT OR THE WORK, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND PROFESSIONAL MALPRACTICE,) OR OTHER THEORIES. IN NO EVENT SHALL CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, DATA OR BENEFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G., CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION. OWNER'S FAILURE TO SUBMIT A CLAIM AND ABIDE BY THE TERMS PROVIDED IN SECTION 6.4 SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF. IN NO EVENT WILL CONTRACTOR'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK, REGARDLESS OF THE FORM OF THE ACTION OR THE ENTITY THAT BRINGS THE ACTION, EXCEED THE CONTRACT SUM EXCEPT TO THE EXTENT COVERED BY APPLICABLE INSURANCE, PROVIDED THAT THE FOREGOING LIMITATION OF CONTRACTOR'S LIABILITY SHALL NOT APPLY TO (i) LIABILITY FOR DAMAGES ARISING OUT OF CONTRACTOR'S ACTS OR OMISSIONS CONSITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF

COMPETENT JURISDICTION, OR (ii) ANY INDEMNITIES PROVIDED BY CONTRACTOR HEREUNDER.

8. Insurance.

8.1. Contractor shall maintain the following insurance coverage:

- (a) Worker's Compensation Insurance, with statutory limits; and
- (b) A Commercial General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate.
- (c) Umbrella General Liability Policy ("Umbrella"), which shall provide for limits in the amount of \$5,000,000 dollars for each occurrence and \$5,000,000 in the aggregate.
- (d) Automobile coverage with \$1,000,000 per occurrence and annual aggregate.
- (e) Builder's risk coverage for that portion of the Work owned by Contractor. Contractor acknowledges and agrees that it shall retain title and risk of loss for (i) the equipment and all other materials comprising the Work until title thereto passes to Owner pursuant to the terms hereof, and (ii) its tools and equipment to be used in the Work.
- (f) Owner shall maintain adequate insurance to protect that portion of the Work owned by Owner and shall maintain, at a minimum a CGL Policy in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate

8.2. Contractor will list Owner, its officials, agents, and employees as additional insured on the Commercial General, Umbrella, and Automobile Liability policies on a primary and non-contributory basis.

9. Force Majeure.

9.1. If the Contractor is delayed at any time in whole or in part in the commencement, progress, or completion of the Work due to any unforeseeable cause or event at, near, or affecting the Project Site that is beyond Contractor's reasonable control including, but not limited to, industrial disturbances, floods, earthquake, accidents, fire, pandemic or epidemic, unforeseeable weather, war, rebellion, civil strife, newly enacted tariffs, outages of the electric grid or cellular service or internet service, or acts of God (a "Force Majeure Event"), which cause or event cannot be prevented, avoided, or removed by Contractor, then the time for commencement, progress, or Contract Time set forth above shall be extended for a time period equivalent to the time period of the delay or a commercially reasonable time if the Force Majeure Event causes additional delays beyond Contractor's control; provided, however, that a change in Contractor's economic circumstances, an increase in prices for labor or materials or the unavailability of materials (except in the event of a newly enacted tariff), labor shortages, failure of equipment otherwise in Contractor's reasonable control,

subcontractor defaults, or banking system failures shall not constitute a Force Majeure Event. Contractor shall provide prompt written notice of such event to Owner, and such changes to time for commencement, progress, or Contract Time shall be documented by Change Order under Section 10 of this Contract.

- 9.2. If the Work is stopped or delayed for a period of ninety (90) days or more due to a continuing Force Majeure Event, then Contractor and Owner shall endeavor to agree to modifications to the Contract Sum and Contract Time for the Work, which shall be reflected in a Change Order as provided in Section 10 of this Contract. If the Work is stopped or delayed for a period of one hundred eighty (180) days, or more, either Party shall be entitled to terminate this Contract without liability for such early termination; provided that upon such termination, the Parties shall cooperate in good faith to determine an equitable allocation of any costs and liabilities incurred as a result thereof.
- 9.3. The Parties acknowledge that either Party's, or both Parties', ability to provide uninterrupted performance may be impacted as a direct consequence of the Covid-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Contract as a direct result of the Covid-19 pandemic, the Parties will work in good faith to come up with mutually agreeable workarounds prior to invoking Force Majeure.

10. Changes and Change Orders.

- 10.1. Any changes to the Work, the Contract Sum, or the Contract Time will be accomplished only upon the Parties entering into a written change order signed by both the Contractor and the Owner (such modification of this Contract, a "**Change Order**"). If the Change Order modifies the cost or time to complete the Work, the Change Order shall detail the cost of the Change Order work, the updated Contract Sum, and/or the updated Contract Time. Contractor may ask for a deposit of up to twenty percent (20%) of the increase in Contract Sum as reflected in a Change Order prior to start of the Change Order work. This deposit will be credited when Change Order work is invoiced.
- 10.2. The Contractor make seek a Change Order under this section, if: (i) at least sixty (60) days have passed since the Effective Date, (ii) the NTP Conditions have not been met due to any cause beyond Contractor's control, failure to receive the required permitting and/or delay in the permitting process due to the permitting authority shall not constitute a delay beyond the Contractor's control, and NTP has not otherwise been issued by Owner, and (iii) the quoted cost to complete any of the following portions of the Construction Work, individually, increases more than 10% from such portion of the Construction Work's allocation on the SOV issued on the Effective Date: modules, inverters, racking, labor and medium voltage gear. The Parties shall enter into a Change Order in accordance with this Section to document the changes to the Contract Sum

made pursuant to this Section 10.2. The Change Order shall summarize the reasons for the change and detail and substantiate the changes to the Contract Sum. Upon Owner's request, Contractor shall provide additional backup and price breakdown reasonably necessary to explain and justify Contractor's changes to the Contract Sum. In the event that Owner does not accept the changes to the Contract Sum made by Contractor pursuant to this Section 10.2 and the Parties do not otherwise agree in writing on changes to the Contract Sum, Owner shall give Contractor written notice of its decision not to accept the changes, this Contract shall terminate upon Contractor's receipt of such notice, and Owner shall pay Contractor in full for all Work performed and expenses incurred related to the Work and Change Orders through the termination date.

- 10.3. Contractor's costs to complete the Work include Contractor's efforts to meet any Federal requirements, including prevailing wage and apprenticeship requirements, necessary to qualify the System and/or the Work for a Federal investment tax credit equal to at least thirty (30%) percent, Contractor shall not be entitled to an equitable adjustment to the Contract Sum to recover such documented additional costs. To the extent that the requirements imposed on Contractor to meet these Federal requirements materially change during the Term the Parties agree to meet and discuss, in good faith, an equitable adjustment to the Contract Sum.
- 10.4. In the event of the occurrence of a delay outside the reasonable control of Contractor, including but not limited to delays by the utility, vendors, and Governmental Authorities, that necessitates an extension of the Contract Time then the Contract Time shall be extended one day for each day of delay caused by such event. In the event such a delay can be avoided or mitigated by incurring additional costs to procure alternate equipment, reduce the time for delivery or provide other relief from the delay, Owner may request a change pursuant to Section 10.1. In no event shall Contractor be required to incur any costs to avoid or mitigate a delay without a duly executed Change Order increasing the Contract Sum to account for such additional costs.
- 10.5. Contractor shall not perform any Change Order work without a properly executed Change Order.

11. Termination and Damages.

11.1. Termination by the Contactor.

- (a) In addition to Contractor's rights to terminate this Contract set forth elsewhere herein, if Owner is in material breach of a provision of this Contract, Contractor shall give Owner written notice that Owner is in default. If Owner fails to cure a payment default within fourteen (14) calendar days of its receipt of such notice, or to commence and continue efforts to cure any other material default within thirty (30) calendar days of receipt of such notice, Contractor may, in addition to any other contractual, legal and equitable remedies it may have, immediately terminate this Contract.
- (b) In the event of termination by Contractor under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred

related to the Work and Change Orders through the termination date. Owner shall also pay Contractor its reasonable, documented costs and expenses incurred in relation to and as a result of the termination, including Contractor's documented direct damages for breach of contract as determined pursuant to the dispute resolution processes set forth in Section 12. In no event shall Owner be liable to Contractor for more than the Contract Sum plus Contractor's reasonable, documented, out-of-pocket costs and expenses and direct damages determined pursuant to dispute resolution processes set forth in Section 12.

11.2. Termination by the Owner.

- (a) If Contractor is in material breach of a provision of this Contract, Owner shall give Contractor written notice that Contractor is in default. Grounds for default include but are not limited to Contractor's failure to diligently prosecute the Work, failure to timely pay its subcontractors or suppliers, violation of law or other material breach of the Contract. If Contractor fails to cure a payment default or to commence and continue to continue efforts to cure any other default within fourteen (14) calendar days of receipt of such written notice, Owner may terminate this Contract.
- (b) The Owner shall have the right to terminate this Contract in the event that financing for the Work is not available pursuant to Section 3.9.
- (c) Contractor's liability to the Owner and Owner's remedies related to termination shall be as set forth in Section 6.4 and Section 7. In addition, Owner shall be entitled to take possession of all Work, materials and equipment for which Owner has paid in full.
- (d) In the event of termination by Owner under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date. Thereafter, if the unpaid balance of the Contract Sum exceeds Owner's costs of finishing the Work and other damages incurred by Owner and not expressly waived after termination under this Section, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Owner.

11.3. Termination by Mutual Agreement. The Parties may terminate this Contract upon mutual written agreement provided that Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date.

- (a) The Parties agree to waive any claims for special, incidental, indirect, consequential, punitive and exemplary damages against the other Party related to or arising out of this Contract, or the Work. This waiver is limited to economic damages asserted as a result of the Contract, including, but is not limited to, damages incurred by Owner for alleged failure of the Work to achieve expected cost savings, for loss of use, income, rental expenses, profit, financing, business and reputation, and for loss of management or employee productivity or of the

services of such persons. For the avoidance of doubt, the foregoing waiver does not limit any indemnities provided by Contractor hereunder. This expressly excludes any and all claims of personal injury that may arise.

- 11.4. The termination of this Contract for any reason will not affect any other rights or liabilities of the parties that may have accrued prior to the date of termination.
- 11.5. The following survive termination of the Contract: Sections 5.4, 6.4, 7, 11, 12, and 13.

12. Dispute Resolution.

- 12.1. If the Parties become involved in a dispute related to, arising out of, or connected with the Work or Change Order, or this Contract, or the interpretation of any of the foregoing, they shall first attempt to resolve the dispute in mediation, jointly paid for by the parties. The location of any such mediation shall be Rockingham County, New Hampshire. Rockingham County, New Hampshire.
- 12.2. The prevailing Party in any dispute shall be entitled to recover reasonable, documented, out-of-pocket attorneys' fees and costs from the other Party only pursuant to the prevailing law in New Hampshire.
- 12.3. Nothing in this Contract, however, prevents or prohibits Contractor from filing a mechanics lien in the appropriate Registry of Deeds, complaints in court related to such liens, or other acts necessary to perfect such liens, if and as permitted by applicable law. Contractor reserves the right to file and perfect a lien on the System and agrees to stay such proceeding pending the outcome of mediation and/or binding arbitration, which may include the mechanics lien claim.

13. Indemnity.

- 13.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable, documented attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of Contractor, its agents or subcontractors, or anyone directly or indirectly employed by Contractor, its agents or subcontractors, or anyone for whose acts Contractor, its agents or subcontractors may be liable.
- 13.2. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees,

arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of Owner, or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable (in each case excluding, for the avoidance of doubt, Contractor, its agents and subcontractors). Whether such act or omission constitutes gross negligence is determined by the Owner.

13.3. All indemnification indicated above terminates at the conclusion of the Work.

14. Miscellaneous.

- 14.1. This Contract shall represent the entire integrated agreement between Contractor and Owner with respect to the System and supersedes all prior negotiations, representations or agreements, whether oral or written. This Contract may be amended only by written instrument signed by both Contractor and Owner.
- 14.2. This Contract shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Contract or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by any Party without prior written consent of the other Parties, which shall not be unreasonably withheld.
- 14.3. Contractor will report and pay all taxes owed by Contractor because of this Contract and the Work rendered by Contractor in accordance with applicable law.
- 14.4. Severability. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Contract will be reformed, construed, and enforced in such jurisdiction to effectuate the intent of the parties as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 14.5. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on a future occasion.
- 14.6. Independent Contractor and No Agency. Contractor will perform Work under this Contract as an independent contractor of Owner and not as an agent or employee of Owner. Contractor will at all times be solely responsible for all means, methods, techniques, and procedures used for the Work. Contractor will not be authorized to bind Owner to any obligation to any third party, nor will Contractor represent itself in any respect as having authority to do so.

- 14.7. **Counterparts.** This Contract may be executed electronically and in counterparts, in which case the signed counterparts together will constitute a single original instrument.
- 14.8. **Notices.** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested), or by email (where receipt is confirmed by the intended recipient, excluding automatic reply messages) to the respective Party at the respective Party's address set forth on Page 1 of this Contract.
- 14.9. **Governing Law.** This Contract shall be governed by, and construed with, the laws of the State of New Hampshire, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewable Energy System Installation Contract to be executed as of the Effective Date.

OWNER:

Town of Exeter, a New Hampshire Municipality

Signature

Print Name

Job Title

CONTRACTOR:

ReVision Energy Inc., a Maine Corporation

Signature

Print Name

Job Title

Schedule A: Scope of Work

1 System Details.

Project Site:	9 Cross Road, Exeter, New Hampshire 03833
Owner of Project Site:	Town of Exeter
System Size:	1,776.06 Kilowatts (kW DC) 1,500 Kilowatts (kW AC)
Estimated Year-1 Productions:	2,351,335 Kilowatt hours (kWh)
Annual Production Derate Factor:	0.5%
Contract Sum:	\$5,227,274.00
Minimum System Deposit (≥20%):	\$475,000.00

2 System Equipment. The above-described System shall include the following equipment:

Photovoltaic Modules	(3036) Q Cells Q.Peak Duo XL G11S/BFG 585 W, or equivalent;
Inverters	(12) Sunny Highpower PEAK3 125-US (SMA)
Racking System	APA Geoballast, or equivalent; and
Online Monitoring & Metering	Also Energy, or equivalent.

3 The Work. The Work shall consist of the work described in the Schedule of Values, the Development Work (as more particularly described below) and the Construction Work (as more particularly described below) for the development and construction of the above-described System.

3.1 The Development Work. The Development Work consists of design, engineering, project development services for the System, including:

- Produce Engineering Documents;
- Obtaining Contractor Approvals in accordance with **Schedule A, Section 5.1**, including compliance with all state and local construction codes and requirements;
- Utility impact study and interconnection application, if any;
- Professional review of Project Site and final System design, including shade analysis;
- PE Stamp for structural engineering review as required by local or state officials. **NOTE: the cost of engineering review is non-refundable.**

3.2 The Construction Work. The Construction Work consists of the provision of all labor, materials and equipment for the construction of the System, including:

- Perform site work necessary for the construction of the System (including trenching, backfilling, regrading, landscaping, and tree removal);

- Install Racking System based on racking manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Photovoltaic Modules based on module manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Inverters based on inverter manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install all other required materials and perform electrical work necessary to mount and wire the System, including all disconnects, fusing, and metering consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Provide assistance in filing for state funded solar rebate program, as available;
- Complete Contractor's Solar PV System Commissioning Report;
- Provide Owner with copies of all applicable manufacturers warranties and product manuals;
- Provide training to enable Owner to operate and monitor the System, and to review the measurement and allocation of energy credits by the local utility; and
- Provide assistance with linking online monitoring system to Owner's website for production review and marketing purposes.
- Develop, maintain and provide to Owner records of all applicable wages and apprenticeships associated with the project. Upon request, provide support to Owner as it prepares, submits and answers questions associated with its application to the IRS for Direct Payment of the maximum eligible ITC;

3.3 Exclusions from Work. The following tasks, where applicable, shall be performed by others and are expressly excluded from the scope of Work for this Contract:

- Owner Approvals pursuant to **Schedule A, Sections 5.1 and 5.3;**
- Repair or replacement of existing site conditions, including but not limited to landfill systems.
- PE stamped site plans and/or boundary survey if required by planning board or other entity;
- Performance and/or Payment Bonding.

3.4 Compliance. The Work shall comply, where applicable, with the following Codes and Standards:

- Applicable edition of NFPA 70, National Electric Code;
- Applicable Underwriters Laboratories (UL) equipment standards (UL 1703 (PV Modules) & UL 1741 (Inverters));
- All electric equipment and materials shall be UL or Electrical Testing Labs (ETL) listed;
- All major PV electric components shall be Clean Energy Council (CEC)-approved.

- Institute of Electrical and Electronics Engineers (IEEE) Standard 929-2000 (Utility Interconnection);
- Applicable utility connection standards and procedures as outlined in the Utility System Impact Study and Interconnection Agreement; and
- Applicable local building codes and standards.
- Federal prevailing wage and apprenticeship requirements to qualify the System and/or the Work for a Federal Section 48 investment tax credit (ITC) equal to the six percent (6%) base rate as well as the full available bonus rate for a total ITC of not less than thirty percent (30%). In addition, and as may be applicable, assist with the documentation required for (1) the 10% domestic content bonus and (2) the 10% brownfield (Energy Communities) bonus.

4 Contract Sum Allowances and Exclusions.

4.1 Allowances. The following allowances, where applicable, are included in the Contract Sum, and expenses in excess of the allowance shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Civil/environmental permitting approval expenses, including applications fees: \$125,418.00;
- Site preparation costs, including tree removal, to achieve solar readiness and comply with civil/environmental permits: \$281,339.00;
- Fees for utility interconnection and net metering applications to the local electric utility, and related studies: \$19,600.00;
- Cost of interconnection to local electric utility’s distributions system (including utility required metering and telemetering), utility infrastructure upgrades, and ongoing utility operational expenses, if any, based on studies by the utility as of the Effective Date: \$338,474.00;

4.2 Excluded Costs. The following expenses, where applicable, shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Costs associated with component requirements and/or installation specifications not set forth as an inclusion in Section 3.1 or 3.2 above;
- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Local (Town) permitting expenses; and
- Costs and fees associated with Performance and/or Payment Bonding.

4.3 Summary of Allowances Excluded Costs.

Item	Allowances	Excluded Costs
Civil/Environmental Permitting	\$125,418.00	Any additional
Site Preparation	\$281,339.00	Any additional

Utility Application and Study Fees	\$19,600.00	Any additional
Utility Interconnection and Upgrade Costs	\$338,474.00	Any additional
Other Exclusions in Section 4.1		Any additional
Subtotal	\$764,831.00	

5 Building and Electrical Permitting, Utility Interconnection and Other Approvals.

5.1 Approvals. Each Party shall be responsible for obtaining and paying the cost of the following permits, easements, studies, licenses and approvals required to perform the Work (the “Approvals”) as set forth in the following table:

5.2

Approval:	Responsible Party:	Note:
Building Permit	Contractor	
Electrical Permit	Contractor	
Local Approvals	Contractor	Land Use, Occupancy, Environmental
State Approvals	Contractor	Land Use, Occupancy, Environmental
Federal Approvals	Contractor	Land Use, Occupancy, Environmental
Utility Interconnection Agreement	Contractor	Distribution and Transmission, Scada
Net Energy Billing Agreement	Contractor	
(other)		

Each Party shall cooperate with the other Party’s reasonable requests to assist in applying for and obtaining Approvals; it being understood that Contractor’s labor for performing this aspect of the Work is included in the Contract Sum. Additionally, Contractor shall work with Owner to complete and submit Owner’s application for the Federal ITC as well as rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner’s behalf.

5.3 Owner Approvals. Owner shall be solely responsible for identifying and obtaining any other approval required to own or operate the System that is not set forth in **Schedule A, Section 5.1** above, the cost and scope of which are excluded from the Contract Sum and Contractor’s scope of Work. Owner shall be solely responsible for determining the acceptability of Approvals, including agreeing to any terms, conditions or other requirements arising out of or set forth in such Approvals.

6 Contractor’s Warranty Coverage.

6.1 For a period of five (5) years following installation, Contractor will repair or replace, at no cost to Owner, equipment sold to Owner by Contractor. Repairs shall be made in accordance with the terms of the equipment manufacturer's warranty, if applicable, and Owner shall use commercially reasonable efforts to assist and

support Contractor in making any warranty claims necessary. Thereafter, Contractor shall service warranties of manufacturers of equipment sold to Owner by Contractor, but Owner shall pay the reasonable, documented costs for such service at Contractor's then-applicable standard labor rates, plus shipping and any other reasonable, documented costs involved in servicing the manufacturer's warranties.

- 6.2** For a period of five (5) years following installation, Contractor warrants its workmanship in connection with equipment installed by Contractor (or subcontractors or agents thereof), and Contractor shall service the equipment and make any required repairs arising from or in connection with the Work (excluding repairs arising as a result of faulty or defective equipment purchased by Owner from a supplier other than Contractor, which are governed by Section of this **Schedule A**) at no cost to Owner. Thereafter, Contractor shall make any such repairs, but Owner shall be responsible to pay the reasonable, documents costs for such repairs at Contractor's then-applicable standard labor rates.
- 6.3** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to repair or service equipment installed by persons other than Contractor (or subcontractors or agents thereof), provided that if Owner purchased such equipment from Contractor, then it shall be warrantied in accordance with Section of this **Schedule A** (unless the manufacturer has voided or will not honor the manufacturer's warranty as a result of such third-party installation, in which case Section of this **Schedule A** shall not be applicable).
- 6.4** Owner shall pay the reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to service any equipment or make any required repairs if and to the extent arising from faulty or defective equipment purchased by Owner from a supplier other than Contractor, provided that if Contractor (or subcontractors or agents thereof) installed such equipment, then Contractor's workmanship in connection therewith shall be warrantied in accordance with Section 6.2 of this **Schedule A**.
- 6.5** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor if and as necessary to service the System as a result of issues arising from failure of, or problems with the availability of internet or cellular service. In no case shall Contractor be responsible for any costs caused by failure of internet or cellular service.

7 **Engineering Documents.** The following attached documents are incorporated by reference into the Scope of Work as if stated in full herein:

- 7.1** Site Map - **Schedule A-2**;

7.2 One Line Diagram - **Schedule A-3**; and

7.3 Electricity Production Estimate - **Schedule A-4**.

- 8** **Safety Conditions.** Contractor will comply with OSHA requirements as may be required by applicable law and will monitor its work practices to prevent accidents and maintain safe and healthful working conditions. Contractor will be solely responsible for providing a safe place to work for Contractor's employees, subcontractors, materialmen, vendors, and delivery persons, and for safeguarding them from all hazards, whether or not related to Owner's operations or to performance of the Work. Contractor will continually and diligently inspect all Work to discover any conditions which might involve hazards, and Contractor will be solely responsible for discovery and correction of any such conditions caused by its Work.
- 9** **Storage and Housekeeping.** Contractor will prevent the accumulation of waste materials and trash on and around the worksite throughout performance of the Work. Contractor will store all construction materials and equipment in a safe and neat manner. Upon completion of the Work, Contractor will remove all tools, equipment, machinery, surplus materials, waste materials, and trash from on and around the worksite.
- 10** **Commissioning.** Promptly upon completion of the commissioning of the System, Contractor shall submit to Owner a Commissioning Report.
- 11** **Excluded Materials.** Contractor shall not introduce Excluded Materials to the Project Site or Work and shall remove any Project-Related Excluded Materials.

Schedule A-1: Schedule of Values



Schedule of Values

							Payment Application Number:			
Town of Exeter Landfill							Period Thru:			
A	B	C	D	E	F	G	H	I	J	
Spec Section	Description of Work	Scheduled Value	Percent of Total	Work Completed		Materials Stored (Not in Work Completed) <small>(Not in E or F)</small>	Total Completed and Stored to Date <small>(E + F + G)</small>	% Complete <small>(H / C)</small>	Balance to Finish <small>(C - H)</small>	
				Previous Periods	This Period					
	Development	\$ 281,240.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,240.00	
	Design and Engineering	\$ 129,479.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 129,479.00	
	Permitting	\$ 125,418.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 125,418.00	
	Utility Upgrade Costs	\$ 338,474.00	6%	\$ -	\$ -	\$ -	\$ -	0%	\$ 338,474.00	
	Site Prep	\$ 281,339.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,339.00	
	Buy Solar Modules	\$ 937,760.00	18%	\$ -	\$ -	\$ -	\$ -	0%	\$ 937,760.00	
	Install Solar Modules	\$ 339,946.00	7%	\$ -	\$ -	\$ -	\$ -	0%	\$ 339,946.00	
	Buy Inverters	\$ 90,246.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 90,246.00	
	Install Inverters	\$ 169,857.00	3%	\$ -	\$ -	\$ -	\$ -	0%	\$ 169,857.00	
	Buy Solar Racking	\$ 834,900.00	16%	\$ -	\$ -	\$ -	\$ -	0%	\$ 834,900.00	
	Install Solar Racking	\$ 528,984.00	10%	\$ -	\$ -	\$ -	\$ -	0%	\$ 528,984.00	
	Electrical	\$ 729,846.00	14%	\$ -	\$ -	\$ -	\$ -	0%	\$ 729,846.00	
	Fencing	\$ 107,965.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 107,965.00	
	Project Management	\$ 73,092.00	1%	\$ -	\$ -	\$ -	\$ -	0%	\$ 73,092.00	
	Commissioning	\$ 258,728.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 258,728.00	
Total Values		\$ 5,227,274.00	100%	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,227,274.00	

PO BOX 6
Liberty, ME 04049
(207) 589-4171

758 Westbrook St
South Portland, ME 04106
(207) 221-6342

7 Commercial Dr
Brentwood, NH 03833
(603) 679-1777

78 Main Street
Enfield, NH 03748
(603) 632-1263

1980 Turnpike St
Building #2
N. Andover, MA 01845
(978) 308-9041

www.ReVisionEnergy.com

Schedule A-2: Site Map



Schedule A-3: One Line Schematic Diagram

“Omitted by agreement of Parties”

Schedule A-4: Electricity Production Estimate

Year	Production
1	2,351,335
2	2,339,578
3	2,327,880
4	2,316,241
5	2,304,660
6	2,293,137
7	2,281,671
8	2,270,262
9	2,258,911
10	2,247,617
11	2,236,379
12	2,225,197
13	2,214,071
14	2,203,000
15	2,191,985
16	2,181,025
17	2,170,120
18	2,159,270
19	2,148,473
20	2,137,731
21	2,127,042
22	2,116,407
23	2,105,825
24	2,095,296
25	2,084,819
26	2,074,395
27	2,064,023
28	2,053,703
29	2,043,435
30	2,033,218
31	2,023,051
32	2,012,936
33	2,002,872
34	1,992,857
35	1,982,893

Schedule A-5: Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor)	ReVision Energy Inc
By Owner:	●
Project Site:	●
“PV System” Size (kW dc)	●
Partial Lien Waivers Required	No
Notice Date:	●

Contractor is hereby notified to proceed with all of the Work on the System identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work in accordance with the Contract between Owner and Contractor dated on or about _____, 20__.

OWNER:

CONTRACTOR:

(Receipt of this Notice to Proceed is hereby acknowledged);

REVISION ENERGY INC.

By: _____

By: _____

Print Name: _____

Print Name: Fortunat Mueller

Title: _____

Title: President

Date: _____

Date: _____

**ATTACHMENT 1: FORM OF SUBSTANTIAL COMPLETION CERTIFICATE AND
REQUEST FOR PERMISSION TO OPERATE**

**FORM OF SUBSTANTIAL COMPLETION CERTIFICATE
AND
REQUEST FOR PERMISSION TO OPERATE**

Deliver to: (Owner)	●
By Contractor:	ReVision Energy Inc
Project Site:	●
“PV System” Size (kW dc)	●
Date:	●

This Substantial Completion Certificate and Request for Permission to Operate is being delivered by ReVision Energy Inc., a Maine corporation (the “Contractor”) to _____ (the “Owner”) pursuant to Section 4.5 of that certain Renewable Energy System Installation Contract (the “Contract”), which was entered into by Contractor and Owner on the __ day of _____, 20__.

1. Contractor certifies to Owner that:
 - a. The System is mechanically, electrically, and structurally constructed in accordance with all of the requirements of the Agreement and associated Scope of Work and all Change Orders (except for items on the Final Punch List);
 - b. The System is fully grid-interconnected, with interconnection approval from the local utility, and has been installed in compliance with the requirements of the local distribution utility;
 - c. The System has undergone all necessary inspections and received all necessary approvals and permission to operate from all utilities and authorities having jurisdiction;
 - d. The electrical inspection certificate for the System has been obtained; and
 - e. The System can be used continuously for its specified purpose as described in the Agreement and is capable of operating safely in accordance with all applicable laws.
2. Contractor hereby requests that Owner provides written direction for the System to be placed in service.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

[Signatures to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Substantial Completion as of _____, 20__.

CONTRACTOR:

REVISION ENERGY INC.

By: _____

Print Name: Fortunat Mueller

Title: President

Date: _____

By providing its countersignature below, Owner hereby acknowledges its receipt of this Substantial Completion Certificate and Request for Permission to Operate and provides its written direction to Contractor for the System to be placed in service. This countersignature shall be effective as of the date below such countersignature and shall constitute the "Owner PTO" for purposes of Section 4.6 of the Contract.

OWNER:

By: _____

Print Name: _____

Title: _____

Date: _____

Board/Committee/Commission Reappointments

2023 Boards/Committees/Commissions Re-Appointments & Vacancies

Planning Board

Not Extending

Aaron Brown		
Jennifer Martel		
Robin Tyner	Alt.	
VACANT	Alt.	
VACANT		2024
VACANT		2025
VACANT	Alt.	2025

Recreation Advisory Board

Stephanie Papakonstantis		
Nicholas Nordin		
VACANT	Alt.	2024
VACANT	Alt.	2024

Zoning Board of Adjustment

Theresa Page		
Kevin Baum		
Esther Olson-Murphy		
Martha Pennell	Alt.	
VACANT	Alt.	2024

Conservation Commission

Alyson Eberhardt		Alyson Eberhardt
Trevor Mattera		
VACANT	Alt.	
VACANT	Alt.	2024
VACANT	Alt.	2025

Exeter Housing Authority Commission (5 yr. term)

Vernon Sherman

Heritage Commission

Maura Fay		
Jay Myers		Jay Myers
VACANT		
VACANT		2024
VACANT		2024
VACANT		2025
VACANT		2025

Historic District Commission

Grayson Shephard

VACANT

VACANT

2025

VACANT

2025

VACANT

Alt.

VACANT

Alt.

VACANT

Alt.

2025

Not Extending

Rockingham Planning Commission

Landon Plumer

Gwen English

Budget Recommendations Committee

VACANT

VACANT

VACANT

Communications Advisory Committee

Nina Braun

Nina Braun

Lindsay Sonnett

Lindsay Sonnett

Facilities Advisory Committee

Mark Leighton

VACANT

Housing Advisory Committee

VACANT

VACANT

2024

VACANT

2025

Human Services Funding Committee

VACANT

River Advisory Committee

Lionel Ingram

Rod Bourdon

Sustainability Advisory Committee

Nina Braun

Stacey Rogers

Water/Sewer Advisory Committee

Ben Mosher

VACANT

Not Extending

Arts & Culture Advisory Commission

Dawn Amey

Marissa Vitolo

Bruce Jones

VACANT

Alt

Community Power Aggregation Committee

VACANT

Dec. 2023

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting Aptil 17, 2023

Elderly Exemption

Map/Lot/Unit	Location	Amount	Tax Year
104/79/525	525 Canterbury Dr	183,751	2023
99/26	7 Stoneywater Rd	236,251	2023
70/84	192 High St	183,751	2023
81/5	5 Scammon Ln	236,251	2023
63/11	88 Main St	152,251	2023
85/89/12	23 Prentiss Way	152,251	2023
87/8/C-15	C-15 E&H Cooperative	236,251	2023
115/8	175 Kingston Rd	236,251	2023
63/102/57	5 Brookside Dr #9	236,251	2023
103/13/22	22 Donna Dr	236,251	2023
72/117/4	18 South St	denial	2023
52/98	19 Allen St	236,251	2023
104/79/510	510 King Arthur Ct	236,251	2023
95/64/62	4 Willow St	152,251	2023
87/14/12B	12 Second St Pinecrest Pk	183,751	2023
95/64/19	16 Lindenshire Ave	152,251	2023
52/72	9 Stevens Ct	236,251	2023
104/79/108	108 Robinhood Dr	152,251	2023
68/6/225	2 Sterling Hill Ln #225	236,251	2023
51/6	6 Stoneybrook Ln	152,251	2023
95/64/114	20 Cherry St	152,251	2023
104/79/221	221 Robinhood Dr	236,251	2023
104/79/307	307 Friar Tuck Dr	152,251	2023
94/21	135 Court St	236,251	2023
26/13	84 Watson Rd	152,251	2023
64/105/97	97 Hayes MH Pk	152,251	2023
104/79/1004	1004 Camelot Dr	152,251	2023
32/12/16	16 Beech Tree Cooperative	183,751	2023
87/8/C-12	C-12 E&H Cooperative	152,251	2023
70/4	2 Orchard Cir	152,251	2023
104/79/225	225 Robinhood Dr	152,251	2023
64/65	23 Clover St	183,751	2023
96/2/13	13 Strouts Park	183,751	2023
32/12/23	23 Beech Tree Cooperative	152,251	2023
72/2/8	12R Front St #301	236,251	2023
104/79/709	709 Nottingham Dr	152,251	2023
52/77	18 Allen St	236,251	2023
63/154	67 Park St	236,251	2023
104/79/414	414 Friar Tuck Dr	152,251	2023
55/72	91-93 Epping Rd	183,751	2023
74/15	212 Front St	183,751	2023
64/105/2	2 Hayes MH Pk	236,251	2023

Abatement

Map/Lot/Unit	Location	Amount	Tax Year
87/8/C-16	C-16 E&H Cooperative	960.08	2022
110/2/35	206 Winding River CG	259.88	2022

Veterans Credit			
Map/Lot/Unit	Location	Amount	Tax Year
95/64/302	37 Hilton Ave	500.00	2023
68/6/648	6 Sterling Hill Ln #648	500.00	2023
51/6	6 Stoneybrook Ln	500.00	2023
52/77	18 Allen St	500.00	2023
83-22	35 Crawford Ave	500.00	2023
Disability Exemption			
Map/Lot/Unit	Location	Amount	Tax Year
95/64/144	20 Morton St	125,000	2023
95/64/335	80 Hilton Ave	125,000	2023
95/64/304	33 Hilton Ave	125,000	2023
Solar Exemption			
Map/Lot/Unit	Location	Amount	Tax Year
61/19	5 Greenleaf Dr.	10,500	2023

Permits & Approvals

Correspondence

House Passes State Biennial Budget

On Thursday, the House passed **HB 1** and **HB 2** on a bipartisan voice vote after considering many floor amendments and having several hours of deliberation. The budget proposal approves a \$15.76 billion spending plan over the next two years. This plan represents an 18 percent increase in spending over the current state budget for all state agencies and budget categories. In total, the House budget and approved floor amendments added approximately \$240 million in additional funding over the governor's proposal, reflecting bipartisan House spending priorities.

Here is a summary of the adopted House budget for the fiscal years ending June 30, 2024, and 2025, as it relates to towns and cities:

- Estimates meals and rooms tax distribution to cities and towns to remain level at \$121.1 million in FY 24 and a potential increase to \$123.5 million in FY 25.
- Funds highway block grants based on *estimated* highway fund revenues and appropriates \$32.5 million in FY 24 and \$32.6 million in FY 25 (a \$4.6 million decrease in the next budget cycle). Exact amounts per year will be based on twelve percent of revised revenue estimates from the gas tax and motor vehicle fine revenues. (Additional funding is proposed in **SB 270**.)
- Funds municipal bridge aid at an estimated at \$6.8 million as determined by **SB 367**, 2014 Session, Chapter 17. (Additional funding is proposed in **SB 270**.)
- Provides \$27.9 million in state surplus to fund non-lapsing State Aid Grants (SAG) for wastewater projects identified in the 2023 **SAG Project Priority List** issued by the Department of Environmental Services wastewater state aid grants to municipalities.
- Funds reimbursements to municipalities involved in flood control compacts at \$830,000 each year.
- Funds \$5 million each year for the Land and Community Heritage Investment Program (LCHIP). (Maintaining the current funding level.)
- Makes a one-time appropriation of \$15 million to InvestNH for housing grants to municipalities and \$30 million to the Affordable Housing Fund using state surplus. (A portion of this proposal aligns with **SB 231**.)
- Establishes a State and Local Cybersecurity Grant Program and funds \$1.2 million for FY 24 and \$1.6 million for FY 25 for the state match to a federal cybersecurity grant, which will provide direct grant assistance to cities and towns.
- Funds a one-time \$50 million payment to reduce the New Hampshire Retirement System (NHRS) unfunded actuarial accrued liability (UAAL), saving municipal employers \$105 million over the 20 years of the amortization schedule.
- Funds a \$250 million proposal to roll back some of the 2011 pension reform through FY 2033 with \$50 million in appropriations during next biennium for retirement contributions for certain Group II police and fire employees who were not vested prior to 2012 but would have been prior to 2013. The proposal also requires the state to pay the municipal cost estimated at \$7.5 million per year for the next 10 years.
- Provides no state funding toward the retirement costs for teachers, police, and firefighters. (**SB 114**, which would restore a 7.5 percent state share of employer costs, was tabled in the Senate, preserving it for later consideration in the state budget trailer bill, **HB 2**, when the Senate considers that bill.)
- Contains no provision for municipal aid.
- Continues to suspend revenue sharing under RSA 31-A, which would return a portion of state general fund revenue to cities and towns. (It has been suspended since 2010 and every year thereafter.) A restoration would have provided \$25.2 million per year to municipalities.

2023 NHMA Legislative Bulletin 15

April 7, 2023

Inside this Issue

Health Officer Bill

Remote Meeting Attendance

Accidental Death Benefits

Paid Earned Time

Cannabis Bill

Hearing Schedule

NHMA Events

GOVERNMENT AFFAIRS CONTACT INFORMATION

Margaret M.L. Byrnes
Executive Director

Natch Greyes
Government Affairs Counsel

Katherine Heck
Government Finance Advisor

Jonathan Cowal
Municipal Services Counsel

Timothy W. Fortier
Communications Coordinator

Pam Valley
Administrative Assistant



25 Triangle Park Drive
Concord NH 03301
603.224.7447
governmentaffairs@nhmunicipal.org

The budget now goes to the Senate; and the **Senate Finance Committee** is scheduled to begin its **budget review** on **Monday, April 10** at **1:00 p.m.** in **State House Room 103**. We will continue to provide updated information as we learn it, and we encourage you to contact your senators and the **Senate Finance Committee** to explain the importance and impact of these important state aid programs on your budgets and local property tax.

Health Officer Bill Scheduled for Hearing

On **Tuesday, April 11**, at **9:15 a.m.**, in **LOB 103**, the **Senate Election Law and Municipal Affairs Committee** will hold a hearing on **HB 154**, relative to the adoption of public health ordinances by municipalities. NHMA opposes the bill.

Current law allows public health ordinances to take effect when approved by the select board, recorded by the town clerk, and published in some newspaper printed in the town or when copies have been posted in two or more public places. **HB 154** would amend current law to require that local public health ordinance shall take effect when approved by a majority of the legislative body at an annual or special meeting.

This bill will reduce the speed at which local health officers can enact local ordinances to respond to local emergencies/concerns. NHMA has been working closely with the New Hampshire Health Officers Association (NHHOA) on this bill to educate legislators on the impact of this proposed change. Examples given by NHHOA where local health officers may need to act fast and not have time to wait for the next town meeting or where it may not be worth the expense of putting on a special town meeting may include:

- Groundwater contamination (PFAS, MtBE)
- Septic breach (floor, broken pipes)
- Hazardous waste release (train derailment, gas station fire, or tractor trailer)
- Flooding scenarios

We urge local health officers to attend the hearing on Tuesday and testify about instances where quick action was necessary to avert or respond to a local crisis.

Remote Meeting Attendance Bill Scheduled for Hearing

On **Wednesday, April 12**, at **2:30 p.m.**, in **LOB 206-208**, the **House Judiciary Committee** will hold a hearing on **SB 250**, the remote meeting attendance bill. NHMA supports the bill.

As we wrote about in *Bulletin #12*, the Senate reversed the committee recommendation and passed the bill with a floor amendment that substantially rewrote the bill. We are hopeful that the Judiciary Committee will consider the carefully crafted language aimed at ensuring that the privilege of remote attendance is not abused and recommend the bill as Ought to Pass.

We urge our members to contact the members of the House Judiciary Committee and ask them to recommend the bill as Ought to Pass.

Expanded Accidental Death Benefit for all Municipal Employees

On Thursday, the House significantly amended and passed **HB 250** in a vote of 328-53. This bill would now increase the New Hampshire Retirement System (NHRS) Group I and Group II accidental death benefit from 50 to 100 percent of member's average final compensation—capped at \$85,000. The amended bill also requires the state to pay the total cost of this policy proposal so that it will no longer have any financial impact on municipalities or local taxpayers. We want to express our thanks to the legislature for approving a state funded policy that will increase the benefits to our town and city employees and first responders should this unimaginable circumstance arise.

Paid Earned Time Bill Passes House

Yesterday, the House overturned the House Finance Committee's recommendation of Inexpedient to Legislate and moved **HB 74** as Ought to Pass in a 205-181 vote. This bill would require that an employer with over 15 employees pay an employee for any unused earned, vacation, or paid-time-off time (sick time or sick days are exempted) upon separation if the employee leaves in good standing or as a result of a layoff. The bill now moves to the Senate for consideration.

Cannabis Bill Advances

Alongside the adoption of the budget yesterday, the House also passed **HB 639**, the cannabis bill supported by Democratic and Republican House leadership that we wrote about extensively in *Bulletin #14*. The bill, which passed the House in a 272-109 vote after seeing an amendment adopted via voice vote, now heads to the Senate where its fate is less certain.

Hearing Schedule

Please [click here](#) to find a list of hearings next week on bills that NHMA is tracking. Please note that the linked PDF only covers hearings scheduled for the next week. For the most up-to-date information on when bills are scheduled for a hearing, please use our [live bill tracker](#).

NHMA Upcoming Member Events

Apr. 17	Webinar: Legislative Half-Time - 12:00 p.m.
Apr. 19	Right-to-Know Workshop (Public Meetings & Government Records) - 9:00 - 1:00 (Hybrid)
Apr. 19	Webinar: U.S. Customs and Border Protection - A National and Local Overview - 12:00 p.m.
Apr. 20	Webinar: Value of Card Based Payments - 12:00 p.m.
May 8	Webinar: Municipal Treasurer Training 101 - 6:00 p.m. - 7:30 p.m.
May 10	Webinar: Secure Your Operational Technologies with Government Funding - 12:00 p.m.

Please visit www.nhmunicipal.org for the most up-to-date information regarding our upcoming events. Click on the Events& Training tab to view the calendar.

For more information, please call NHMA's Workshop registration line: (603) 230-3350.

What's Still Alive?

Crossover is a hectic time at the legislature, and many bills fail to make it over the wall to the other body. Almost everyone in the State House (and those interested in what's going on in the State House) asks the same question: What bills are still alive? Good news: we made a [list of bills of municipal interest](#) that are still "alive," meaning they have crossed over to the other body for a hearing, or have been tabled for further discussion in the originating body. We are happy to note that the list is significantly shorter than the list that we started with, but there are still a number of policy bills that have crossed over and will shortly be considered at second (or, in some cases, third) public hearing.

The biggest item on the list, the budget, is, of course, still alive and will be the subject of intense scrutiny and negotiations over the next several weeks. We anticipate that the Senate will make a number of changes to the budget sent over by the House. We will keep you informed as we learn more.

The Budget Process Begins in the Senate

In last week's *Bulletin*, we summarized the state aid to municipalities included in the biennial budget passed by the House. The **Senate Finance Committee** began formal budget deliberations by introducing **HB 1** this week and proceeded with testimony from the various state agencies regarding the proposed budget. Revenues forecasts, particularly those based on the April business tax receipts which will not be known until the end of the month, are a key factor in the budget process at this point. In the meantime, the Senate Finance Committee will continue discussions concerning the wants and needs of state agencies and other budget stakeholders. You can follow the Senate Finance Committee meeting schedule [here](#), and we will update our members when a hearing is scheduled for **HB 2**.

Electric Vehicle Surcharge Proposal

On **Tuesday, April 18**, at 1:30 p.m. in LOB room 202-204, the **House Ways and Means Committee** will hear testimony on **SB 191**. This bill would establish a flat \$100 annual fee for electric and plug-in hybrid electric vehicles, collected as a surcharge on annual vehicle registration. The fees would be deposited into the state highway fund and would allow the Department of Transportation (NHDOT) to spend up to 20% of the revenue from this new electric vehicle fee on electric vehicle service equipment. With declining revenue generated by the gas tax for roads, municipalities will continue to see a decrease in the highway block grant distribution unless a policy change is enacted at the legislature.

The gas tax is set by statute at approximately 22-cents per gallon, and, since the Great Recession, NHDOT has expressed concerns that the gas tax is not providing sustainable funding. Without an increase in the tax and increasingly fuel-efficient cars, the current tax is not generating increased revenues in the current inflationary environment and is failing to keep up with inflation. Twelve percent of the total road toll (gas tax) and state motor vehicle fees revenue collected in the preceding state fiscal year are distributed to municipalities through a local highway aid formula. This money comes from the state highway fund, not the state general fund, and provides funding to maintain and improve Class IV and Class V municipal roads and highways. It is estimated that **SB 191** would generate \$800,000 in new state revenue to fund municipal highway block grants, roads, highways, bridges, or other transportation projects each year. The additional revenue would work to sustain revenue levels for the share of state highway funds distributed to municipalities.

Last week the Senate heard a related bill passed by the House, **HB 412**, which would re-establish a commission to study alternatives to the gas tax for state highway and bridge funding in light of the rising use of electric and hybrid vehicles.

An Election Portal & Replacement of AccuVote Machines?

On **Tuesday, April 18**, the **House Election Law Committee** will hold an executive session on **SB 70**, directing the secretary of state to establish an election information portal, and will consider non-germane amendment **2023-1280h**, establishing a grant system for cities and towns to access monies from the Help America Vote Act (HAVA). The bill and amendment initially had a hearing this Tuesday. NHMA supports both the underlying bill and the non-germane amendment (which replicates the language of retained **HB 447**).

Historically, the election information portal has seen bipartisan support from the Senate but has been killed in the House. The idea of HAVA funding being used for election equipment (including replacement of the end-of-life AccuVote machines) is new this year, but has gained significant, bipartisan support in the House, despite being killed in the Senate. We have [previously written](#) about the importance of finding funding for the direct replacement of the AccuVote machines. We have subsequently learned that the three (of five) replacement options that were tested during last month's town meetings all handled complicated town meeting ballots just fine. (The other two options will be tested during May's town meetings.) We anticipate, therefore, that we will see the Ballot Law Commission recommend a replacement for the AccuVote machines very soon.

A Legislative Bulletin 16

April 14, 2023

Inside this Issue

Budget Process

EV Surcharge

Election Law

House Hearings

Hearing Schedule

NHMA Events

GOVERNMENT AFFAIRS CONTACT INFORMATION

Margaret M.L. Byrnes
Executive Director

Natch Greyes
Government Affairs Counsel

Katherine Heck
Government Finance Advisor

Jonathan Cowal
Municipal Services Counsel

Timothy W. Fortier
Communications Coordinator

Pam Valley
Administrative Assistant



25 Triangle Park Drive
Concord NH 03301
603.224.7447
governmentaffairs@nhmunicipal.org

As we stated previously, NHMA has no preference on the source of the funding for the replacement of the AccuVote machines. Our primary interest is ensuring that the machines are replaced in a timely fashion (before any catastrophic failures occur), local election officials are trained on the new machines, and New Hampshire continues to have smoothly run elections.

We are hopeful that the interest of the Senate in an election information portal and the House in finding funding to replace the AccuVote machines will result in a bicameral, bipartisan compromise that will see New Hampshire's election processes continue to improve. However, there are a few more steps that **SB 70** must go through if it is to be the vehicle for such a compromise. First, the committee will consider the non-germane amendment. *If* the committee decides to recommend the adoption of the amendment *and* the rest of the House agrees, then the amended bill will head back to the Senate. The Senate will then have to decide whether to concur (accept), non-concur (reject), or non-concur and request a committee of conference (reject but agree to continue talking) with the amended bill. Concurrence sends the bill to the governor's desk. Non-concurrence kills the bill. Non-concurrence and requesting a committee of conference will likely result in a discussion between members of both bodies during the period of time at the end of session reserved for committees of conference.

House Municipal & County Government Schedules Hearings

On Thursday, April 20, the House Municipal & County Government Committee will have a full day of hearings. Several important bills will be heard that day:

- **SB 111**, clarifying that towns that have adopted RSA 49-D have the same powers and authority of municipalities that have adopted RSA 49-C, is scheduled for a hearing at 10:15 a.m. NHMA supports **SB 111**.
- **SB 222**, allowing a municipality or communications district to issue bonds for purposes pursuant to RSA 33:3 and RSA 33-B, including but not limited to open networks, is scheduled for a hearing at 11:30 a.m. NHMA supports **SB 222**.
- **SB 78**, changing the requirements relative to securities and subdivision regulations, is scheduled for a hearing at noon. NHMA has been diligently working with stakeholders on an amendment that would address a number of concerns with the original bills and is optimistic that a compromise will be reached in time for presentation to the committee.
- **SB 132**, prohibiting cities and towns from adopting sanctuary policies, is scheduled for a hearing at 3:00 p.m. NHMA opposes the bill as an infringement on local authority.

Several other bills are also scheduled for hearings, and we urge our members to look at the full list of Municipal & County Government hearings on Tuesday and consider joining us in testifying on these bills.

Hearing Schedule

Please [click here](#) to find a list of hearings next week on bills that NHMA is tracking. Please note that the linked PDF only covers hearings scheduled for the next week. For the most up-to-date information on when bills are scheduled for a hearing, please use our [live bill tracker](#).

NHMA Upcoming Member Events

Apr. 17	Webinar: Legislative Half-Time – 12:00 p.m.
Apr. 19	Right-to-Know Workshop (Public Meetings & Government Records) – 9:00 – 1:00 (Hybrid)
Apr. 19	Webinar: U.S. Customs and Border Protection – A National and Local Overview – 12:00 p.m.

Please visit www.nhmunicipal.org for the most up-to-date information regarding our upcoming events. Click on the Events & Training tab to view the calendar. For more information, please call NHMA's Workshop registration line: (603) 230-3350.



April 6, 2023

NOTICE

TO: The Towns of Amherst, Atkinson, Barnstead, Bedford, Bow, Chester, Conway, Derry, Epping, Exeter, Hollis, Hooksett, Lee, Litchfield, Londonderry, Merrimack, Middleton, Milford, Newmarket, Pelham, Pittsfield, Plaistow, Raymond, Salem, Sandown, Tilton, Weare, Windham

This Notice is to inform you that Pennichuck Corporation will hold its Annual Meeting of Sole Shareholder on Saturday, May 6, 2023, at 9:00 a.m. at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire.

Pennichuck Corporation is the parent corporation of Pennichuck Water Works, Inc., Pennichuck East Utility, Inc. and Pittsfield Aqueduct Company, Inc., one or more of which are regulated water suppliers in your community.

The proxy material provided to the Company's Sole Shareholder, the City of Nashua, describing the matter to be voted upon by the Sole Shareholder together with other information about the Company's Board of Directors and senior management team is available on the Company's website at www.pennichuck.com, under the "Board of Directors – Meetings, Minutes and Corporate Governance" caption.

A copy of the proxy material is enclosed with this Notice.

The Annual Meeting is open to the public; therefore, I would appreciate your assistance, if possible, by making the Annual Meeting information, or a link to the Pennichuck website, available on your municipality's website.

A handwritten signature in blue ink, appearing to read 'L. Goodhue'.

Larry D. Goodhue
Chief Executive Officer



PENNICHUCK®

PENNICHUCK CORPORATION

**25 Walnut Street
Nashua, New Hampshire 03060**

NOTICE OF ANNUAL MEETING OF SOLE SHAREHOLDER

**To be Held on Saturday, May 6, 2023, at 9:00 a.m. at
Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, NH**

To the City of Nashua, New Hampshire, in its capacity as the Sole Shareholder of Pennichuck Corporation:

In accordance with the By-Laws of Pennichuck Corporation and applicable laws, Pennichuck Corporation hereby provides notice that you are cordially invited to attend the Annual Meeting of Sole Shareholder of Pennichuck Corporation. The City of Nashua, New Hampshire, is the Sole Shareholder of Pennichuck Corporation.

The Annual Meeting will be held at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 6, 2023, at 9:00 a.m. for the following purpose:

1. To elect four directors, each for a three-year term, and until their successors are elected and qualified.

To facilitate the City's review of the matters to be addressed at the Annual Meeting, the Pennichuck Corporation Board of Directors have approved the delivery of the Proxy Statement attached to this Notice.

By Order of the Board of Directors,

LARRY D. GOODHUE
Chief Executive Officer

Nashua, New Hampshire
March 24, 2023



PENNICHUCK CORPORATION

25 Walnut Street

Nashua, New Hampshire 03060

PROXY STATEMENT

2023 Annual Meeting of Sole Shareholder

To be Held on Saturday, May 6, 2023, at 9:00 a.m. at

Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, NH

This Proxy Statement is furnished to the City of Nashua, New Hampshire (the "City"), in its capacity as the Sole Shareholder of Pennichuck Corporation ("Pennichuck Corporation" or the "Company"), by the Board of Directors of Pennichuck Corporation, in connection with the solicitation of a proxy to be voted at the Annual Meeting of Sole Shareholder for the purpose set forth in the accompanying Notice of Annual Meeting of Sole Shareholder.

The Annual Meeting will be held at Pennichuck's Distribution Facility, 16 Daniel Webster Highway, Merrimack, New Hampshire, on Saturday, May 6, 2023, at 9:00 a.m.

Matter to be Voted Upon at the Annual Meeting

At the Annual Meeting, the City, in its capacity as the Sole Shareholder of Pennichuck Corporation, is being asked to consider and vote upon the following:

- (1) To elect Elizabeth A. Dunn, H. Scott Flegal, Ralph Jenkins and Deborah Novotny to the Pennichuck Corporation Board of Directors, as Class B directors, each for a three-year term, and until their successors are elected and qualified.

Voting at the Annual Meeting

Background. Pennichuck Corporation was acquired by the City on January 25, 2012. This acquisition was accomplished pursuant to an Agreement and Plan of Merger reached between the City and Pennichuck Corporation dated November 11, 2010 (the "Merger Agreement"). The transaction, in which the City issued \$150.6 million of general obligation bonds to acquire the outstanding stock of Pennichuck Corporation and pay all transaction costs, was authorized by special legislation enacted by the State Legislature in 2007 and 2010. The Mayor and the Board of Aldermen unanimously approved the acquisition pursuant to this special legislation on January 11, 2011. The New Hampshire Public Utilities Commission approved the Merger Agreement on November 23, 2011, concluding that "the transaction is in the public interest and will not have an adverse effect on rates, terms, service, or operation of the utilities."

Corporate Structure. As part of the acquisition, the corporate structure of Pennichuck Corporation and its utility subsidiaries was retained. Under this structure, the City is the sole shareholder of Pennichuck Corporation. Pennichuck Corporation continues to own five corporate subsidiaries, including three regulated public utilities (Pennichuck Water Works, Inc., Pennichuck East Utility, Inc., and Pittsfield Aqueduct Company, Inc.), an unregulated service company (Pennichuck Water Service Corporation), and a former real estate holding company (The Southwood Corporation).

Election of the Board of Directors. Under this corporate governance system, the City exercises its control over Pennichuck Corporation in its capacity as the Company's Sole Shareholder in accordance with the Articles of Incorporation, the By-Laws and the New Hampshire laws governing business corporations. In accordance with these rules, Pennichuck Corporation's business affairs are managed and overseen by a Board of Directors. One of the most important responsibilities of the City, in its capacity as Sole Shareholder, is to elect members of the Board of Directors from individuals nominated by the Pennichuck Corporation Board of Directors at the Company's Annual Meeting.

Voting at the Annual Meeting. It is important to remember that the City itself is the Sole Shareholder, not any individual person who may hold an office with the City. The City must exercise its responsibilities as Sole Shareholder through public meetings of the City's Board of Aldermen and Mayor, acting in accordance with applicable New Hampshire laws and the provisions of the City Charter. As a municipal entity, the City is not typically in a position to "attend" an annual meeting, or any other meeting of the Sole Shareholder, "in person."

Traditional corporate law principles provide a ready solution for this type of "institutional" voting of shares. As the Sole Shareholder, the City may review the proposed vote and take action at appropriate City meetings determined by the City. The City may then either designate an individual person to attend the Annual Meeting in person with the authority to vote the City's shares in accordance with the City's determination, or the City may vote its shares by proxy.

To facilitate these options, the Pennichuck Corporation Board of Directors has prepared this Proxy Statement which contains details of the business to be conducted at the Annual Meeting. If the City determines to vote its shares by proxy, it should cause the enclosed proxy card to be completed and returned to Pennichuck Corporation prior to the Annual Meeting. By executing the enclosed proxy card, the City will be designating the actions it has determined to take with respect to the matters to be heard at the Annual Meeting and will be authorizing the officers of the Company named on the proxy card to act as the City's proxy to vote on the City's behalf at the Annual Meeting in accordance with the instructions set forth on the proxy card.

Corporate Governance Matters

Current Board of Directors. The Pennichuck Corporation Board of Directors is divided into three classes, each class serving for three years following their election and until their successors have been elected and qualified.

The number of Directors is currently fixed at thirteen. There is a vacancy on the Board in Class A due to the recent loss of a Board member in February 2023.

The Board currently has twelve “seated” directors. Of the twelve directors, four have terms ending in 2023 (Class B), four have terms ending in 2024 (Class C), and four have terms ending in 2025 (Class A).

The current members of the Company’s Board of Directors are as follows:

<u>Term Expiring 2023</u> Class B	<u>Term Expiring 2024</u> Class C	<u>Term Expiring 2025</u> Class A
Elizabeth A. Dunn	David P. Bernier	C. George Bower
H. Scott Flegal	Stephen D. Genest	Amymarie R. Corriveau
Ralph Jenkins	Thomas J. Leonard	Jay N. Lustig
Deborah Novotny	Sarah Pillsbury	John D. McGrath [VACANCY]

Board Meetings, Committee Meetings and Attendance. In 2022, the Company’s Board of Directors held 12 Board meetings and 21 Committee meetings, either virtually or in person. Each current member of the Board attended a majority of the total number of meetings of the Board of Directors and the number of meetings of all committees of the Board on which they served. All but two members of the Board of Directors attended the 2022 Annual Meeting of Sole Shareholder.

Board Compensation. In 2022, each director received an annual retainer of \$12,000. James Dore, who resigned from the Board on September 30, 2022, received \$9,000 in compensation for his services as a director. Amymarie Corriveau and Sarah Pillsbury, who joined the Board on May 7, 2022, each received \$8,000 in compensation for their services as directors.

Annual Performance Evaluation. The Board of Directors conducts an annual self-evaluation of the Board and its Committees to determine whether they are functioning effectively. Each Committee is also required to evaluate their performance.

Corporate Code of Conduct. The Company has adopted a written Corporate Code of Conduct that applies to its directors, officers and employees. A current copy of the Corporate Code of Conduct can be found on the Company’s website at www.pennichuck.com, under the “Board of Directors – Meetings, Minutes and Corporate Governance” caption.

Board Committees. The Board of Directors has established three standing committees: the Audit, Finance and Risk Committee, the Compensation and Benefits Committee, and the Nominating and Governance Committee.

Each Committee has adopted a written Charter which sets forth its purpose, membership, duties and responsibilities. A copy of each Charter can be found on the Company's website at www.pennichuck.com, under the "Board of Directors – Meetings, Minutes and Corporate Governance" caption.

The current members of the Board Committees are as follows:

Audit, Finance and Risk Committee

C. George Bower, Chairman
Aymarie R. Corriveau
H. Scott Flegal
Ralph Jenkins
Thomas J. Leonard
Deborah Novotny

Compensation and Benefits Committee

Stephen D. Genest, Chairman
David P. Bernier
Thomas J. Leonard
John D. McGrath
Sarah Pillsbury

Nominating and Governance Committee

Elizabeth A. Dunn, Chairman
Thomas J. Leonard
Jay N. Lustig
Deborah Novotny

Audit, Finance and Risk Committee. The Audit, Finance and Risk Committee is responsible for the appointment, compensation and retention of the independent auditors; preapproval of all audit and non-audit services to be provided by the independent auditors; review and approval of all related party transactions; review and evaluation of the qualifications, performance and independence of the lead partner of the independent auditors; oversight of the integrity of the Company's financial statements and internal controls; oversight of Company financing activities; oversight of the policies and procedures established to assess, monitor and control operational and financial risk; and oversight of the Company's insurance programs. The Audit, Finance and Risk Committee held 4 meetings in 2022, either virtually or in person.

Compensation and Benefits Committee. The Compensation and Benefits Committee is responsible for annually reviewing and approving corporate goals and objectives relevant to Chief Executive Officer compensation; evaluating the Chief Executive Officer's performance in light of those goals and objectives, and determining and recommending to the Board of Directors the Chief Executive Officer's compensation based on evaluation of performance; reviewing and approving executive salaries; reviewing and approving any employment agreements, special compensation and benefits, or severance arrangements as they pertain to executive officers other than the Chief Executive Officer; overseeing the Company's compensation and benefit policies, other than those overseen directly by the Board of Directors; recommending to the Board of Directors the establishment, termination or amendment of existing compensation and employee benefit plans, other than those under the purview of the Board of Directors or other designated committees; and developing a succession plan for the Chief Executive Officer and senior management and making recommendations for succession to the Board of Directors. The Compensation and Benefits Committee held 8 meetings in 2022, either virtually or in person.

Nominating and Governance Committee. The Nominating and Governance Committee is responsible for identifying individuals qualified to become Board members; recommending to the Board the persons to be nominated by the Board for election as directors at the Annual Meeting of Sole Shareholder; developing and recommending to the Board of Directors a set of corporate governance principles; overseeing an annual self-evaluation of the Board; annually reviewing the Corporate Code of Conduct; and developing and assisting with the policies and strategies of external communications between the Board, the Company and the Sole Shareholder, other stakeholders, and the public. The Nominating and Governance Committee is authorized to retain advisors and consultants and to compensate them for their services. The Nominating and Governance Committee did not retain such advisors or consultants during 2022. The Nominating and Governance Committee held 9 meetings in 2022, either virtually or in person.

As part of the nomination process, the Nominating and Governance Committee reviewed the current composition of the Board as a whole, reviewed the qualifications and performance of the incumbent directors who are up for re-election to the Board in 2023, discussed recommendations from Board members to identify a potential director candidate, evaluated the biographical and background information of the potential director candidate, and held both non-public and public interviews of the selected candidate.

The Nominating and Governance Committee considers whether to nominate any candidate for director in accordance with the criteria set forth in its Charter, subject to the restrictions set forth in the Company's By-Laws. These criteria include the candidate's integrity, business acumen, knowledge of the Company's business and industry, experience, diligence, conflicts of interest, and the ability to act in the interests of the Sole Shareholder. The Committee does not assign specific weights to particular criteria and no particular criterion is a prerequisite for each prospective nominee. The backgrounds and qualifications of the Company's directors, considered as a group, should provide a composite mix of experience, knowledge and abilities that will allow the Board of Directors to fulfill its responsibilities.

Senior Management. The members of the Company's Senior Management team are as follows:

Larry D. Goodhue, Chief Executive Officer

Mr. Goodhue has been the Chief Executive Officer of Pennichuck Corporation and its subsidiaries since November 6, 2015. He was the Chief Financial Officer from March 2012 through December 31, 2022; the Treasurer from March 2012 to May 2020; and the Controller from December 2006 to November 2015. Mr. Goodhue served as a financial consultant to Metrobility Optical Systems, Inc. from July 2006 to October 2006 and to Pennichuck Corporation from October 2006 to November 2006. From October 2005 to June 2006, he was the Vice President of Finance and Administration for Metrobility Optical Systems, Inc. and the Corporate Controller from September 2000 to September 2005. From May 2000 to August 2000, he served as Acting Chief Operating Officer for Annalee Mobilitee Dolls, Inc. and was the Controller from January 1998 to April 2000. Mr. Goodhue holds a Bachelor of Science degree in Business Administration from Merrimack College, and is a Certified Public Accountant in the State of New Hampshire (for which his certification is currently in an inactive status). Mr. Goodhue's base annual salary beginning as of April 1, 2022 was \$233,370.

Donald L. Ware, Chief Operating Officer

Mr. Ware has been the Chief Operating Officer of Pennichuck Corporation since January 27, 2012. He was the Senior Vice President of Operations and Engineering of Pennichuck Corporation from 2004 to January 2012, and Chief Engineer and Vice President from 1995 to 2004. Mr. Ware is also the Chief Operating Officer of Pennichuck Water Works, Inc. and the Company's other water utilities. From 1986 to 1995, Mr. Ware was General Manager for the Augusta Water District in Augusta, Maine. Mr. Ware holds a Bachelor of Science degree in Civil Engineering from Bucknell University and a Master of Business Administration degree from the Whittemore Business School at the University of New Hampshire. Mr. Ware's base annual salary beginning as of April 1, 2022 was \$222,965.

Summary of Proposal to be Voted Upon at the Annual Meeting

PROPOSAL 1 - ELECTION OF DIRECTORS

On March 24, 2023, the Company's Board of Directors took action to recommend that the Sole Shareholder elect Elizabeth A. Dunn, H. Scott Flegal, Ralph Jenkins and Deborah Novotny to the Pennichuck Corporation Board of Directors, as Class B directors, each for a three-year term, and until their successors are elected and qualified.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" EACH OF THESE FOUR NOMINEES.

Information regarding the professional backgrounds for each nominee follows.

Nominees for Director:

Elizabeth A. Dunn
(Director Since: January 2012)

Ms. Dunn was an Assistant Attorney General with the State of New Hampshire, Department of Justice, from December 2001 to September 2007. She was a Commissioner of the New Hampshire Crime Victim's Assistance Commission from May 2002 to 2011. She was an Assistant County Attorney with the Office of the Rockingham County Attorney in Brentwood, NH, from May 1999 to December 2001, and an Associate Attorney with the law firm of Boutin & Associates from February 1998 to May 1999. Ms. Dunn previously served as a member of the Board of Selectmen and the Zoning Board of Adjustment for the Town of Windham, NH. She has been the Windham NH School District Moderator since 1993. Ms. Dunn holds a Juris Doctor degree from the University of New Hampshire Law School and a Bachelor of Science degree in Education from Framingham State College.

H. Scott Flegal

(Director Since: May 2020)

Attorney Flegal has practiced business law in Nashua since 1985. He began his career at the law firm of Sullivan & Gregg, P.A. He opened his own law firm in 1994. By appointment of the New Hampshire Supreme Court, Attorney Flegal served from 1991-2001 on the New Hampshire Board of Bar Examiners, and served in 2007 as a member of the New Hampshire Judicial Branch Dispute Resolution Committee. He is a past President of the Nashua Bar Association. In the Nashua community, Attorney Flegal served as President of the Board of Directors of the Greater Nashua Mental Health Center, Board Chair of the Greater Nashua Chamber of Commerce, and was a founding director and past president of Great American Downtown. He currently serves on the Board of Directors of the Nashua Education Foundation and is the Board Chair at Home Health & Hospice Care. Attorney Flegal earned a B.A. from Amherst College and a J.D. from DePaul University College of Law in Chicago.

Ralph Jenkins

(Director Since: January 2023)

Mr. Jenkins retired in 2016 after a 38-year career with Ernst & Young (EY), a public accounting firm. He was the former Managing Partner of EY's Manchester, NH office for 5 years before transferring to the Boston office to complete his career in the consumer products/technology practice. Mr. Jenkins' has extensive experience working with a diverse client base of public and private companies in connection with year-end audits, merger and acquisition transactions, implementation of internal controls to comply with the requirements of the Sarbanes Oxley Act, and the implementation of technical accounting pronouncements. Mr. Jenkins holds a Bachelor of Science degree in Accounting from Bentley University in Waltham, MA. Mr. Jenkins is currently the Vice-Chair of the Board of Directors and Finance Chair of Saint Joseph Hospital in Nashua; a Board, Investment and Audit Committee Member of Covenant Health Systems; and a member of the Finance Committee of Catholic Charities of NH. Mr. Jenkins was the former Board Chair of the Greater Nashua Chamber of Commerce, the Southern NH United Way, and Junior Achievement of NH.

Deborah Novotny

(Director Since: May 2019)

Ms. Novotny has been a Commercial Lender and Senior Vice President of Enterprise Bank in Nashua, NH, since June 2013. From April 2007 to June 2013, Ms. Novotny was a Business Banker and Vice President for Peoples United Bank in Nashua, NH, and from May 1995 to April 2007, Ms. Novotny was a Business Development and Sales Manager and Vice President for TD Bank in Nashua, NH. Ms. Novotny has held many positions with non-profit organizations over the years. She currently serves on the YMCA of Greater Nashua, St. Joseph Hospital, City of Nashua Business & Industrial Development, City of Nashua Revolving Loan Fund, Nashua Community Arts and a member of the Rotary Club of Nashua.



Russ Dean <rdean@exeternh.gov>

Fwd: Swasey Parkway

1 message

Niko Papakonstantis <npapakonstantis@exeternh.gov>
To: Melissa Roy <mroy@exeternh.gov>, Russ Dean <rdean@exeternh.gov>

Thu, Apr 6, 2023 at 2:38 PM

Correspondence for the packet

----- Forwarded message -----

From: **Donald Clement** <dclement43@comcast.net>
Date: Thu, Apr 6, 2023 at 2:36 PM
Subject: Re: Swasey Parkway
To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Good afternoon Niko,

With all due respect spare me the stock rhetoric. The rights of myself and countless others will not be restored by this board. We have lost the access to the parkway so that a few people can play in the road.

I am also curious to know what State statute gives the board the authority to open up the roadway discontinued by the legislative body.

Respectfully and angry
Don

Sent from my iPhone

On Apr 6, 2023, at 12:12 PM, Niko Papakonstantis <npapakonstantis@exeternh.gov> wrote:

Hi Don,

Thank you for your correspondence.

At the Select Board meeting Monday evening, Town Counsel advised that the roadway became discontinued upon the filing of the Rockingham County Probate Court Judge's Decision. This was of course based on the March, 2022 Warrant Article. As such, upon the court filing, the roadway was immediately discontinued. The Select Board indicated wholeheartedly on Monday night they are committed to working collaboratively with the Swasey park Trustees, Public Safety, Department of Public Works, as well as input from citizens in our community to move forward in the fairest and most equitable way possible.

Respectfully,

Niko

----- Forwarded message -----

From: **Donald Clement** <dclement43@comcast.net>
Date: Thu, Apr 6, 2023 at 7:18 AM
Subject: Swasey Parkway
To: <npapakonstantis@exeternh.gov>

4/10/23, 10:21 AM

Town of Exeter, NH Mail - Fwd: Swasey Parkway

So it's official that the Water street end of the parkway is closed to vehicular traffic.
As a result those of us with mobility issues cannot drive in to enjoy that section of the park but you all believe that vendors can be allowed to drive in and out for events.
Shame on you shame on all of you

Sent from my iPhone

STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

April 7, 2023

Town of Exeter
10 Front Street
Exeter, NH 03833

RE: Notice of Issuance of License and Right to Appeal Pursuant to NH RSA 371:17

Dear Sir/Madam:

This shall constitute Notice to you that on April 7, 2023, the New Hampshire Department of Energy (Department) issued License No. CRE 2023-007 to Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) in connection with its Application for License to Construct and Maintain Electric Lines Over and Across State Land in Exeter, New Hampshire. This license pertains to Eversource's A126 Line, a 115 kV electric transmission line that extends over and across State-owned land in Exeter, New Hampshire.

This also shall constitute Notice to you as provided in NH RSA 371:20 entitled, Rights of Appeal, Notice, and Order, that persons directly affected by a decision of the Department to issue or deny a license may appeal a Department decision to the Public Utilities Commission within 30 days of the Department's decision, and not thereafter.

Sincerely,

A handwritten signature in blue ink that reads "Paul G. Kasper".

Paul G. Kasper
Director
Enforcement Division

Enclosure

Town Manager's Office

APR 10 2023

Received

STATE OF NEW HAMPSHIRE DEPARTMENT OF ENERGY

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY**

LICENSE NO. CRE 2023-007

April 7, 2023

**Application for License to Construct and Maintain Electric Lines
Over State Owned Land in Exeter**

This license is granted to Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) to construct and maintain its A126 Line, an existing electric transmission line that extends over land owned by the State of New Hampshire in Exeter. The A126 Line was not previously licensed due to the line being built prior to the State having ownership of this parcel of land. As a result of this application, the A126 line will be licensed in its entirety.

I. BACKGROUND

On April 3, 2023, Eversource filed an application with the N.H. Department of Energy (Department), pursuant to RSA 371:17, requesting a license to construct and maintain its A126 Line, an electric transmission line that extends over State-owned land in Exeter, NH. On April 6, 2023, the Department's Enforcement Division Staff filed a recommendation that the application be approved, and a license granted, based on the application filings, applicable statutes, rules, NESC requirements, and land ownership, as well as public need, safety, and impact.

II. SUMMARY OF LICENSE

A. Crossing Locations and Construction

This license pertains to Eversource's A126 Line, an electric transmission line that extends over land owned by the State of New Hampshire and administered by the Department

of Fish and Game (NHFGD). The proposed project for the A126 Line encompasses the replacement of existing wooden structures on state-owned land in Exeter, New Hampshire. Structures 184, 189, and 190 need to be replaced promptly to continue to function safely and reliably. Those structures will be replaced with weathering steel equivalents, which will be located within 10' of the original structure location. The A126's existing three phase conductors and two static wires within the spans encompassing this application will not be changed in the course of performing the structure replacements. Wire specifications are identified on Exhibit 2 submitted by Eversource.

The location of Structures 184 through 190 in this application creates a total span of 2,702.1 feet with a span of 2,356.8 feet crossing state-owned land in the town of Exeter.

B. Regulatory Requirements

Eversource is responsible for obtaining any and all other federal, state, or local permits required by authorities having jurisdiction for the construction and installation of the proposed crossing. According to the application, a New Hampshire Department of Environmental Services (NHDES) Statutory Permit by Notification (SPN) will be required for temporary impacts to wetlands associated with the construction and installation of new structures. A NHDES Shoreland Permit by Notification (PBN) will be obtained for the work planned under this application in relation to temporary impacts associated with structure replacements prior to the commencement of construction.

C. Property Rights

According to Eversource, abutters to the NHFGD land in Exeter will not be affected by the proposed project because the crossing structures are being replaced and rebuilt within existing right-of-way easements.

D. Service to the Public and the Effect on Public Rights

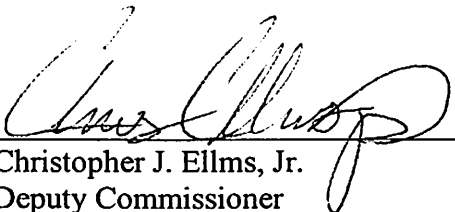
According to the application, the existing crossings were constructed, operated, and maintained to meet the reasonable requirements of service to the public. Eversource affirmed that the proposed modifications will continue to meet that public need and will not substantially affect the public's use and enjoyment of the State land parcel in Exeter.

The line modifications are designed and will be constructed and maintained in accordance with the 2012 National Electrical Safety Code (NESC).

III. DEPARTMENT DECISION

Eversource is authorized pursuant to RSA 371:17, *et seq.*, to construct, install, operate, and maintain electric lines over State land in Exeter, as described in its application and depicted in its filings, and as specified in the Enforcement Division's recommendation. Based on the factual representations set forth in the application and the recommendation, the Department finds that the requested crossing amendments are necessary to meet the reasonable requirements of reliable service to the public, as required by RSA 371:17, and that the requested license may be exercised without substantially affecting public rights in the subject land at the crossing location in Exeter, as required for approval under RSA 371:20. Therefore, the application is approved.

By order of the Department of Energy of New Hampshire this 7th day of April, 2023.



Christopher J. Ellms, Jr.
Deputy Commissioner