TOWN COUNCIL MEETING MINUTES ZOOM FEBRUARY 2, 2021

Normand Albert 2021
Kasie Kolbe 2021
Allen Ward 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022
Fern Larochelle 2023

CALL TO ORDER. The Chairman, Allen Ward, called the meeting to order and led the pledge of allegiance to the flag at 7:00 PM.

ROLL CALL. Members present were Councilors Ward, Albert, Kolbe, Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Brett Richardson, Economic & Community Development Director; Mark Stevens, Parks & Recreation Director; and no other citizens in the zoom meeting.

GOOD NEWS & RECOGNITION

Councilor ward thanked the road crew for their work today. This was the first real storm we have had this season. We appreciated all the hard work, especially after this storm took so long to go through our town.

PUBLIC HEARING

A. RENEWAL SPECIAL ENTERTAINMENT PERMIT FOR THE RAILROAD RESTAURANT & PUB

The Chairman opened the public hearing. Comments were requested to be sent to award@lisbonme.org. The Chairman said no comments have been received at this time. The Chairman closed the public hearing.

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

Comments were requested to be sent to award@lisbonme.org. The Chairman said he received 142 emails from businesses, residents, and area citizens with comments for and against the downtown closure for Moxie Plaza. He thanked everyone for giving the Council feedback on this topic. Councilor Ward read comments into the record (see attached). [123 were for and 41 were against, 18 commented or were undecided.] The Chairman moved to the next item.

CONSENT AGENDA

VOTE (2021-26) Councilor Larochelle, seconded by Councilor Albert moved to approve the following:

A. Municipal Accounts Payable Warrants $ 443,572.59
B. Municipal Payroll Warrants - $ 184,101.81
C. School Accounts Payable Warrants - $ 91,564.13
D. School Payroll Warrants - $374,738.99
E. Minutes of January 19, 2021 & Special Meeting Minutes for January 26, 2021
F. Approve Liquor License and Special Entertainment Permit for Railroad Restaurant & Pub
G. Set a Public Hearing on Feb 16 for a Medical Marijuana Establishment Permit for BBB Pharmaceuticals, LLC and
H. Approve Liquor License for Flux Restaurant, LLC

Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

NET ENERGY BILLING BID AWARD

INTRODUCTION: Mr. Richardson reported that on December 8, 2020, the Lisbon Town Council approved a solar energy credit request for proposal (RFP) to be administered by Titan Energy New England, Inc., a

Connecticut-based national energy consultant. There is no upfront cost to the Town and Titan is paid by the winning bidder as part of their project cost. The Town is under no obligation to move forward with a Credit Purchase Agreement. Using Lisbon's historical energy usage history, Titan developed an RFP and solicited bids between December 21, 2020 and January 4, 2021. For details, please see the information entitled Town of Lisbon, Maine Request for Proposals, Net Energy Billing Agreement attached. Upon the close of the open bid process on January 4, Titan analyzed the bids and provided a summary. For details, please see the information entitled TitanGen Solar Net Energy Billing Bid Results (Results) attached. In addition, there were three individual bids (see attached): 1) Ameresco; 2) Hep Global; and 3) ConEd Solutions. As described in the Results document, Titan recommends that the Town enter a 20-year agreement with Ameresco based on Ameresco's offer of .085 cents per credit, to increase by 1.5% annually over the course of the agreement. Based on the current value of CMP energy credits of .1255 cents, the Ameresco offering will enable the Town to achieve a net gain of $.04 per credit in year 1 if things stay roughly the same, generating $70,000 savings in year one and over $1.5 million over the course of the 20-year agreement. Titan has also provided the attached Sensitivity Analysis for the Ameresco offering to model savings to the Town in various energy market environments, demonstrating a likely net benefit to the Town of approximately $500,000 over the 20-year term under various conditions. He said that's assuming energy would depreciate and that really has not happened. There is a strong opportunity for the town there to perform better with Ameresco over 20 years. He indicated the town's attorney reviewed the contract. He said its standard practice to have a performance guaranty in these situations so the town could hold Ameresco accountable to deliver the value that they are putting forth in their bid in response to the RFP that Titan put out. Even in a bad scenario, the town stands to save significantly and it is more likely that the town stands to save $75,000 or more per year over 20 years to accrue that $1.5 million dollars. Mr. Richardson recommended that Council approve Ameresco's bid and authorize the Town Manager to negotiate a Net Energy Billing Credit Purchase Agreement with Ameresco based on Ameresoco's bid response, including a reasonable performance guaranty to mitigate the Town's risk.

COUNCILOR COMMENTS: Councilor Larochelle asked if they might consider a five-year contract. Mr. Richardson said Ameresco's bid was based on a 20-year contract but the town could go back and discuss a five-year contract to see what those numbers would be. Councilor Larochelle said it sounds good money wise but this Council should not lock in future Councilors to long-term contracts. Councilor Albert asked what happens with this contract if this company goes out of business; do we loose. Councilor Albert said that Council voted two meetings ago and did not tie those savings in the first year, or that $70,000 Mr. Richardson mentioned, but the Council did mention it would be a revenue source to pay for that project there. He said he was concerned about making that long-term commitment.

VOTE (2021-27) Councilor Fellows, seconded by Councilor Larochelle moved to approve Ameresco's bid and authorize the Town Manager to negotiate a Net Energy Billing Credit Purchase Agreement with Ameresco based on Ameresco's bid response, including a reasonable performance guaranty to mitigate the Town's risk.

Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

IT MANAGED SERVICES

INTRODUCTION: Mrs. Barnes reported that during her monthly call with Round Table in January, Jesse Peskay told her that our IT Managed Support Services monthly fee would be increasing from $3,800 to over $8,000 per month when our contract expires on May 20, 2021. For this reason, she requested authorization to explore hiring an IT professional to provide these services. The current Master Service Agreement will automatically renew for a successive one-year period after the initial term's end unless either party gives the other party written notice of non-renewal at least 90 calendar days prior to the end of the initial term. She recommended Council provide notice of non-renewal no later than February 19, 2021 if Council decided to hire a professional to provide in-house service.

COUNCILOR COMMENTS: Councilor Ward indicated he was in favor of sending out a request for proposals to see if other IT service companies are interested to compare to see which the town can benefit the most from. Mrs. Barnes mentioned the back up service to the cloud that Roundtable provides is separate from IT services and cost approximately $11,000. Councilor Albert pointed out IT services impact productivity if issues are not taken care of quickly and suggested a clean break from Roundtable. Councilor Fellows said the town does not know yet if there is enough work to support a full-time IT position. Councilor Albert indicated the Council was not sure how much work we have to do and suggested using a temporary agency prior to the current contract ending so the scope

of work could be determined. These temporary agencies have technology resources and the background we need to make an assessment on what the municipal offices, including the police department, may need.

VOTE (2021-28A) Councilor Larochelle, seconded by Councilor Albert moved to not renew the Roundtable IT contract and to allow the Town Manager to move forward to figure out what our next option would be for IT Services and/or looking for a new IT in-house resource.

Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, Ganong and Fellows. Nays - None. Order passed - Vote 7-0.

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert said he had nothing new to report.
2. Planning: Councilor Fellows reported the Planning Board is working on the medical marijuana changes for recreational use.
3. LDC: Councilor Larochelle said many things are happening. Mr. Richardson reported next Wednesday's topics include Main Street and the Worumbo site.
4. Conservation Commission: Councilor Ward reported the Conservation Commission is working on its goals and trail digitizing maps. He mentioned residents could attend the meeting at MTM at 6:00 p.m.
5. Recreation: Councilor Albert said he had nothing new to report.
6. County Budget: Councilor Ward said he had nothing new to report.
7. Library: Councilor Lunt said he had nothing new to report.
8. Water Commission: Councilor Fellows reported their next meeting is next week. He indicated the Water Commission and Council are accepting applications for the vacant Water Commissioner position. Two applications have been received to date.
9. Finance Committee: Councilor Albert said he had nothing new to report, but that there is a meeting coming up. He reported the Finance Committee will be sitting in on all the budget workshops and encouraged questions to be given to the Town Manager ahead of time like last year.

B. TOWN MANAGER'S REPORT

Mrs. Barnes said she had nothing new to report.

C. SUMMER 2021 PROGRAMMING

INTRODUCTION: Mr. Richardson reported they plan to use the equipment purchased last year with grant funds and that he needed to move forward aggressively and hire an event coordinator now that February is here. Those plans need to be in place and approved by Council at this point. Last September they did a recap meeting at MTM that covered what worked well, what did not, and ways to improve Moxie Plaza. He said those suggestions were incorporated into this year's designs that are now ready for Council to choose and approve. There should be better way findings, better signage, and the plaza should be more open to bring more energy there. The Parklet plan was one of those suggestions that came from the MTM recap meeting. He said this group needed clarity on which way to move ahead. He mentioned comments from residents and businesses owners were solicited and many have been received. He indicated there were two key issues to deal with; 1) the visual at the intersection of Union and Route 196 regarding through traffic that MDOT required, and 2) a temporary 4-way stop at Union and Main Streets using Maple Street and speed bumps for detouring traffic would allow for better traffic flow. He mentioned lifting the non-compete restrictions on food trucks and merchandise sales. He mentioned they were looking at the Worumbo site across the street addressing the need to spread out or create new event opportunities. He said Option B does allow for traffic flow using higher barricades, and pushing out planters and additional coning to help slow traffic by narrowing the street through that space. There is some talk about moving all this to the Worumbo site, which is good for larger events, but not for the day to day needs for adjacent outdoor space. There has been a lot of good input from lots of folks.

VOTE (2021-28B) Councilor Fellows, second by Councilor Albert moved to adopt Scenario A the Moxie Plaza Improved Closing Main Street Scenario between Fathers' Day Weekend [Friday, June 18] and Labor Day weekend [Monday, September 6 2021] pending Town Council approval of a detailed and budgeted plan on February 16 that is specifically designed to mitigate the already enumerated shortcomings of the Main Street Closure of 2020.

COUNCILOR COMMENTS: Councilor Albert said it is refreshing to hear the feedback on this topic. There is a need by older residents to access those businesses, which need to cater to their customers, like maybe the salon or even the laundromat since customers have to carry in and out laundry. Council will need to be mindful of the things that keep these businesses going. He mentioned Option A appears more beneficial and less detrimental. There will be no parade going down Main Street this year, but next year this section of the street will be under construction. He indicated what worked last year should work again this year and even better with improvements. He said the event coordinator will also focus on Graziano Square as well.

Councilor Larochelle said Option B would take care of all the businesses. He said the responses he received would not support Option A because we cannot address all of the issues. He said Option B allows for expanded seating, maintains business traffic, and other areas for events for entertainment. He said the event coordinator would be an awesome addition to our staff. Councilor Lunt said Option B is a more balanced design accommodating retail and restaurant needs. He mentioned that half of the businesses downtown do not want a street closure. Councilor Ganong said Option B allows residents access to the road while expanding their offerings. He said that the Governor should be lifting the seating restrictions in July, August, or September range. Council Fellows indicated he sort of could tell from a straw poll which way this vote would go, except for where Councilor Kolbe stood on this issue. Councilor Kolbe said she was okay with either option; that she had no trouble during the day finding a parking place and when some businesses were closed in the evening, she still had no trouble finding a parking spot at night.

Mr. Richardson said if the town wanted to go ahead with Option A, that Lisbon would have a good chance in getting MDOT approval, especially with the backing of the businesses for that closure, but there needs to be that conversation. He said that obviously MDOT would have a good deal to say over what kind of restrictions the town puts in place and what kind of impact that will have on businesses, but they were supportive last year about what the town was trying to do so if we come up with an alternative they should be on board.

Councilor Ward took a straw poll: In favor of Option A – Ward, Kolbe, Fellows, Albert. In favor of Option B – Larochelle, Lunt, and Ganong. Councilor Ward said if Option A did pass then he would be expecting to see a detailed and budgeted plan on February 16 to be able to address the feedback and concerns or the plan has no value. Councilor Fellows said, exactly.

Councilor Ward said comments included not extending Moxie Plaza so long in 2021. He said he received a comment from Carley Levesque, a Durham resident, who is against, reports the commuter traffic at the light at the intersection of Main and Route 196 between 3 p.m. and 6 p.m. is miserable. Another comment came in from Janet Tuttle who prefers Option B, referencing traffic and putting one business against another.

Councilor Fellows said he was not a fan of 4-3 votes and offered to withdraw his motion if the majority of the Council were in favor of Option B. He said if he was wrong about that, he wanted everyone to chime in. Councilor Ward said Councilor Fellows could modify his motion amending it to Option B. Councilor Fellows said, true. Councilor Ward asked Councilor Albert if he was in agreement with a friendly amendment for Option B. Councilor Albert indicated he was not. Councilor Albert did not withdraw his second to the original motion. Councilor Ward said the proper protocol would be to vote on the main motion on the table and if that fails then the Council could reintroduce another motion supporting Option B; the Town Clerk responded, correct.

Roll Call Vote: Yeas – Albert, Ward, Kolbe, and Fellows. Nays – Larochelle, Ganong, and Lunt. Order passed - Vote 4-3.

Councilor Ward said the Council is interested in seeing the plan that will address the feedback that we have heard. Mr. Richardson said to clarify this plan we'll look at:

- The Intersection Of Main And Union
- Speeding In Adjacent Neighborhoods With Strategic Placement Of Temporary Speed Bumps
- A Job Description That Entails Summer Events That Will Bring Foot Traffic To Main Street That Encompasses Grazi Square And Worumbo
- A Vendor Process That Is Simple, Inexpensive, And Streamlined Particularly For Food Trucks During Lunchtime Hours
- Complete The Way Findings Signs As Approved By Council
- And Greater Input From The Businesses And Signage To Designate Customer Parking Priority Versus Staff Parking Priority To Protect

Adjacent Parking For Businesses, In Particular The Laundromat, Daycare

Mr. Richardson said those are the big pieces. He pointed out that there will be a cost to achieve some of these things and we will try to keep that as low as we can. Councilor Fellows and Councilor Albert made a few more recommendations as follows:

- Some Type Of Traffic Control On School Street And Route 196
- Advertising Budget
- Signage Improved On Union Street At Route 196, Less Lights, And The One On Main Street Doesn't Have To Be There If We Do A 4-Way Stop
- Mr. Richardson Said There Is Time To Get Barriers Painted To Improve Their Appearance
- Make Request From MDOT For Temporary Light At School Street
- More Organized Banner Placement And Open View From Route 196 Up Main Street
- Change Electronic Timing On The Camera System At The Light At Main Street And Route 196, Eliminating Time For Turns Onto Main Street – Looking At That Traffic Pattern

Councilor Albert said Option A should include on the presentation side that is closed off at Main and Route 125 be opened up to view Main Street from Route 196 for marketing purposes. Some businesses through banners out there, but this year he would like to see that more organized. Mr. Richardson said there might be value to leaving that open as folks pass on Route 196 they can see into Main Street and see people there; along with marketing the businesses, there is no better marketing then seeing folks there having a good time.

Councilor Lunt suggested the town look into a permanent traffic light at Union Street and Route 196 to improve the walkability to downtown. Mr. Richardson reported they looked into adding traffic lights. It would be calculated on the number of accidents, tickets, and issues that happen at that spot. He indicated Lisbon would not have a case for a 4-way light there based on last year's corridor study.

Councilor Larochelle said he would hate to think that we have to wait to hire an event coordinator. Councilor Ward said whether we have a plan for Moxie Plaza or not, the Council already agreed to hire an event coordinator now that includes utilizing other spaces and the many opportunities we have in addition to those at the plaza.

APPOINTMENTS - NONE
COUNCILOR COMMUNICATIONS

Councilor Fellows said he needed those papers he previously requested from Council members.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS
EXECUTIVE SESSION - NONE
ADJOURNMENT

VOTE (2021-29) Councilor Fellows, seconded by Councilor Kolbe moved to adjourn at 9:10 p.m.

Roll Call Vote: Yeas – Albert, Lunt, Larochelle, Ward, Kolbe, and Ganong. Nays - Fellows. Order passed - Vote 6-0.

Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved 02-16-2021

FEBRUARY 2, 2021
TOWN COUNCIL MEETING – ZOOM

ATTACHMENT UNDER
AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

Comments were requested to be sent to award@lisbonme.org. Councilor Ward read the following comments into the record and apologized if names were not pronounced correctly:

1. Mike Propromski – appreciated the live music and social distancing opportunity the outside Moxie Plaza offered.
2. *Bruce McKay – not inclined to support anything if it can not be for all.
3. Otto Meader – in favor of the plaza.
4. *Ray Medlen – against with concerns about traffic and congestion in immediate area.
5. *Scott Hall – in favor
6. Christina Jackson – concerns about parking; specifically in her immediate area and availability for business customer to park and what happens before the restaurants opened up
7. *Ken & Maryann Withers – in favor of Moxie Plaza
8. *Maryann Withers – in favor of Moxie Plaza
9. *Lisa Davis – we should be doing more to support small businesses
10. *Abigayle Evans – in favor, appreciated the music
11. Judd Jordan – against
12. Kelly Fairbanks - it breathes life into this town and much needed during 2020
13. Diane Hughes – against, referenced what is happening during the day with everything going on
14. Matt Koza – in favor
15. *Christina Amaya – concerns for limited handicapped parking in that immediate area with the amount of people, specifically for the businesses that are there during the day during that closure who offer a service
16. *Ashlee Dupuis– a positive thing for a bad situation to go through this past summer
17. *Randall Smith – concerns about the lights at the intersection and prefers to see activities migrate to Grazi Square
18. *Justine Packard – prefers to stay safe with social distancing
19. *Natalie Capano – against but would like to see a farmer's market if it were to be in a different location
20. *Cheryl Haggerty – attractive gateway needs to be improved and the upkeep of the immediate area were of concern, along with doing a road repair in the area between Main and Maple Street. The Chairman asked that the repair be placed on the Public Works' schedule for a temporary fix for right now.
21. *Cindy Schafer – referencing again parking and small businesses
22. *Corey Bremmer – in favor
23. Stacy Couture – why 24/7 being the number of business doors that are open, from 3 to 6, and it's too long of a season. He said she referenced the day we rolled it out last year like every other community out there trying to extend as long as we could that kind of backlash putting a definitive timeline on it
24. Christine King – in favor of the Park's Department for the full closure
25. *Marie Hale – against
26. *Linda Douglass – is for and concerned about an application fee and if there was one
27. *Heather Curtis – prefers the Worumbo site
28. *Aaron Plummer – in favor
29. *Amanda Plummer – in favor
30. *Adeena Levesque – is traffic
31. *Zach Henderson – prefers Option A for outside dining

32. *Nicole Bauer – against
33. *Keena Tracy – for
34. Jody Phillips – against
35. Armand, Therrien, Whitney – for
36. Nicole Paul – against
37. Sidney Douglass – for
38. Summer Poulin– against
39. *Devin Libby – for
40. *James Howard – would be in favor if we moved to the Worumbo site and had additional parking
41. *Jeffrey Cam Ramich – for
42. Michelle C – against
43. *Jeff Fournier - for
44. *Pam Fournier - for
45. *Jeff Randall – against
46. *Ashley Fournier – for
47. Diane Hughes – against, and again referenced limited handicapped parking
48. Austin Fournier – for
49. *Glen Berube – for
50. *Ashlei Howard – against
51. Kiana Lacombe - for
52. * David McCarthy – against
53. *Marcus Bubar – for
54. *Lisa Small – against
55. Chris Couture – likes Scenario A for being able to use food trucking at lunch time to make better use of the space
56. *Mona Neureuther – against
57. *Chris Ridley – for the Parklet option with a better configuration
58. *Amanda Wrobel – against, concerned about the fire access
59. *Jonathan Paul – for
60. Cherie Field – against
61. *Michelle - liked the work around to be able to make this work and appreciated it this past summer
62. *Dan Leeman – liked the work around to be able to make this work and appreciated it this past summer
63. Rob Hawkins - why second year if we are coming out of COVID
64. Brenda Hawkins – why second year if we are coming out of COVID
65. *Dean Willey – for
66. *Vanesa Moore – against
67. *Claire Kelly – for
68. *Michelle King - against
69. *Maureen King – against
70. *Jennifer Hardy David – for
71. *Jessica Bennett – against
72. Jake Daniels – for
73. *Savanah Harris – against
74. Maggie Sabo – for
75. *Laura Ingerson – against, specifying visibility, parking, and identifying the Union Street area traffic
76. Scott Harrington – for
77. *Tony Austin - for
78. *Traci Austin – for
79. Anne Kay – for
80. Jennifer Robert Howard – against
81. Mike Lacombe – for
82. Samantha Small – against
83. Taylor Feehan – for

84. *Tim McClure – against
85. *Ashley Dupuis – for
86. *Christy Pomerleau – against, specifically parking on the union street area because of businesses there
87. Caleb Davis – for
88. *Annette Wilson – against
89. *Laura Dionne - for
90. *Laurie Bowen – against
91. Mary Priestly – for
92. Felicia Hodgkins - against
93. Alexis Laliberte – for
94. *Dawn King – against
95. Keena Dionne - for
96. Amanda Moore – against
97. Kelsey Boilard – for
98. *Kerry Conroy – against and has provided a lot of feedback through this process and is not advocating for a complete closure but interested in hearing others concerns and expressing concerns about addressing issues from last year
99. Trisha Marie – for
100. Carl Barr – against
101. *Christina Nicholson – for
102. *Holly Randall – against
103. *Amber Roy – for
104. *Ross Cunningham – against if you don't have 100% support from the businesses, it should be their decision
105. Arlene Monit – for
106. Kara Therrien – against
107. Jessica Bailey – for
108. *Christina Houde – for
109. TJ Savesta - for
110. Abby Gamache – for
111. Karen Hinkley – for
112. Michelle Duckett – for
113. Terry Evans – for
114. *Jennifer Therriault – for
115. Carley Cross – for
116. Jennifer D – against
117. Lois D – for
118. Emma Kathleen – for
119. *Jessie Stewart – for
120. Tom White – for
121. *David Perry – for (like to see it extended)
122. *Jennifer Fish - for
123. *Mark Fish – for
124. Jeremy Barnes – for
125. Tyler Cone – for
126. Dustin West – for
127. Corey S – for and would like to see a farmer's market
128. *Kelly Wade – for
129. Kelly Mache – for
130. Patty Miller – for
131. *Mikaela Greene – she's a neighbor off Main Street – She found a way to work around it
132. Tyler at Sweet Cakes Bakery – Pleased with it; everyone down there should be supportive because the businesses down there support other small businesses in our community
133. Rob Kennedy – weekly dining because of the plaza and an open space

134. *Andrew Perry – for
135. *Angie D'Amours – for
136. *Kate Boynton - for
137. *Lee Boynton – for
138. *Daniel Moore – for
139. *Ken Holt – for, would like to see a stoplight at School Street
140. Shannon Brann – for
141. *Jim Harriman – for
142. *Linda Cummings – for
143. *Brian Wagner - for
144. *Jessica Wagner – for
145. *Bill Tapley - for
146. *Andrea Tapley – for
147. *Jeff Kelly – for; to support the local community specifically in that area
148. Zoey Wall – for
149. Randy Curtis – for
150. *Joanna Long – for
151. *Rochelle Fisher – for
152. *Andrew Trueworthy – for
153. Ed - for
154. Tonia – for
155. *Jennifer David – for
156. TJ Sylvester - for
157. Mark Sylvester – for
158. *Kate Madore – for
159. *Katie Breard– for
160. Ryan Pole – for; good marketing for the town in a poor situation
161. *Brianna Sautter – for
162. *Doug Sautter - for
163. *Nichole Sautter – for
164. *Payton Austin - for
165. *Heather Austin – for
166. Alex Holt – for
167. *Tania Strout – for
168. *Susan Langelier – for
169. *Leigh Ledieri – for
170. *Dewey Morong – in the middle, not for a complete closure but interested in other options
171. Randy Pruit – for
172. *Dean Logan – for; he would like to see if we could do something about the eastbound Route 196 traffic, being able to use the right hand lane for a right hand turn and the center lane for through traffic to help with congestion
173. Burn Burns – like to see this specifically July to August and increase days
174. Lisa Cadolo - for
175. Diana Rose – for
176. Faith Young – for
177. *Frank Clarke – for
178. *Shelby Eck - for
179. Tyson Laverdiere – for
180. *Richard Main – for
181. Joseph Epstein – for
182. *Jason Laverdiere – for

123 for, 41 against, 18 comments/undecided. The Chairman moved to the next item.

(*) Lisbon Registered Voters

TOWN OF LISBON, MAINE

REQUEST FOR PROPOSALS

NET ENERGY BILLING (NEB) PURCHASE AGREEMENT

1. INTENT AND GENERAL INFORMATION

The Town of Lisbon (TOL) is issuing this Request for Proposal (RFP) to obtain Net Energy Billing credits for Town-owned Central Maine Power electricity accounts described within this RFP.

2. GENERAL REQUIREMENTS

Prospective firms must respond thoroughly to the requirements of this RFP. Prospective firms are cautioned not to make claims or statements to which they are not prepared to commit contractually.

The Town of Lisbon reserves the rights to: amend or terminate this Request for Proposal; accept all or any part of a proposal; reject any or all proposals, in whole or in part; waive any technical defects, informalities or non-material deficiencies in a proposal; and award the proposal, in whole or in part, including accepting a proposal or part of a proposal, that, in its judgment, will be in the Town's best interests.

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation, physical disability, or other basis in any manner prohibited by the laws of the United States or the State of Maine.

All terms, conditions, requirements, and procedures included in this RFP must be met for a response to be acceptable. If a Proposer fails to meet any material terms, condition, requirement of procedure, its response may be deemed unresponsive and disqualified.

3. BID ADMINISTRATOR CONTACT:

Adam Teff
TitanGen General Manager
750 Main Street, Suite 1000
Hartford, CT 06103
860-965-2884
ATeff@TitanEnergyNE.com

4. EXPECTED DURATION OF CONTRACT SERVICES

Any contract resulting from this RFP is expected to last no longer than 20-years.

5. RFP TIMELINE

All proposals must be sent electronically to Adam Teff no later than **12:00 pm EST, January 4th 2021.**

Advertisement/RFP Available	December 21st 2020
Deadline for Written Inquiries	3:00 pm, December 28th 2020
Responses Posted	December 24th 2020
Submission Deadline for Proposals	January 4th 2021
Notification of Contingent Award	January 20th 2021 (tentative)
Implementation of Services	Fall 2021 (expected)

6. NO GUARANTEE OF PURCHASE

TOL makes no guarantee, either expressed or implied, that any purchases will take place from any Contract or Agreement resulting from this RFP. Any statement made regarding past expenditures or estimated expenditures are for informational purposes only, and are not binding on TOL.

7. INQUIRIES

Proposers may submit emailed questions concerning this RFP to the bid administrator no later than the date specified in the RFP Timeline. All inquiries must be emailed to ATeff@TitanEnergyNE.com. Written inquiries received after the deadline for written inquiries will not be considered. Copies of questions and responses thereto will be distributed electronically via email no later than the date specified in the RFP Timeline.

8. ADDENDA TO RFP

If it becomes necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its Provisions, an addendum will be circulated electronically to all active bidders.

TOL intends to adhere to the schedule and dates specified in the RFP Timeline. However, if it is necessary, due to revisions made to this RFP, the proposal due date and all subsequent dates may be extended with notice of such changes from the bid administrator.

9. PROPOSAL PREPARATION COSTS

Proposers must bear all cost associated with their proposals including preparation, copying, postage, and delivery costs. TOL will not be responsible for any costs or expenses incurred by Proposers responding to this RFP.

10. BID ADMINISTRATIVE FEE

Proposers must include the bid administrator fee into the overall project cost. TOL will not be responsible for any costs or expenses incurred by Proposers responding to this RFP that may relate to bid administrator fees. Please see Exhibit A for the Fee Agreement.

11. CANCELLATION OF SOLICITATION

TOL retains the right to cancel this Solicitation at any time prior to the execution and approval of a Contract. If this Solicitation is canceled, all Proposals received in response to this RFP will be rejected. All proposal preparation costs remain the responsibility of the Proposer.

PROCUREMENT SCOPE

The purpose of this project is for TOL to obtain NEB credits derived from one or more solar arrays located within CMP territory and to obtain prices for the purchase of the NEB credits under a long-term contract.

Monthly utility data, per account, will be provided to bidders upon request. For the purpose of this RFP, the TOL would like to receive annual NEB credits that correspond to the values below.

SGS	MGS	Streetlights
$20,000.00	$125,000.00	$75,000.00

EVALUATION OF PROPOSALS AND CONTRACT AWARD

The following criteria will be used, without limitation, in determining the successful Proposer:

1. The Proposer's technical understanding of the services to be provided, its purpose and scope as evidenced by the quality of the proposal submitted.

2. The background and experience of the Proposer in providing similar services elsewhere, including the level of experience in working with organizations and/or governmental bodies of similar size, and the quality of services performed.

3. The specific background, education, qualifications and relevant experience of the individuals designated to provide services.

4. Commitment to TOL's timetable for the services to be rendered.

5. Competitiveness of proposed fees, although TOL is not bound to select the Proposer who proposes the lowest fee for services TOL reserves the right to negotiate fees with the selected Proposer or to accept the proposal which is in the best interest of TOL.

6. The Proposer's responsiveness and compliance with the RFP requirements and conditions.

7. **Preference will be given to Proposals that can demonstrate (1) site control by the Proposer, (2) permitting completed for the construction of the solar facility and (3) completed interconnection applications.**

Proposals in response to this RFP will be reviewed against the criteria listed above, and an award of contract shall be made in accordance with standard purchasing procedures.

FORMAT FOR PROPOSALS

A. COMPANY OVERVIEW

Describe your firm and, if applicable, associated partners and subcontractors. Include names and contact information for all personnel responsible for project development and deployment and for all individuals responsible for negotiation and contract provision sign-off. Include resumes for key personnel.

B. FINANCIAL QUALIFICATIONS

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your track record for no less than your past five projects. TOL is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

C. PAST PROJECT DEVELOPMENT

A project development track record that includes a minimum of five solar projects (>2 mW AC) is required including relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects in the past two years should be included with sufficient information that will allow TOL to understand the developers' nature, disposition, size, and status.

D. SCHEDULE

Respondents must include a proposed project development schedule. Schedules should present milestone dates which reflect an understanding of the local permits and approvals required. Local understanding will be considered in selection.

E. PRICING & CONTRACT

NEB credit agreement must demonstrate a cost savings and have no upfront cost. A sample contract must be included.

Exhibit A

Proposer acknowledges and agrees to the following payment terms:

A. Proposer, if selected under this RFP, agrees to pay TitanGen, LLC the RFP Fee in accordance with the terms set forth within the RFP. The specific amount will be equal to the Year-1 customer allocation of kilowatt-hours, multiplied by $.04.

B. The RFP Fee payment schedule shall be as follows: 20% within ten days of the NEB contract execution date; 20% within 10 days of Commencement of Construction of the System; and 60% within 10 days of receiving Permission to Operate.

C. Failure to pay the RFP Fee in a timely manner shall constitute an event of default and shall disqualify the selected Proposer from this RFP.

D. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of the RFP and this RFP Fee Agreement.

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____

TITANGen

Solar Net Energy Billing Bid Results

Bid Process, Explained

- Titan issued an RFP to the 15 best solar developers currently operating in the State of Maine.
- The bidders were provided information pertaining to the annual dollar-spend and energy consumption for each Town CMP account.
- The total credit values used in this analysis are equal to $220,000/year, which represents about 90-95% of total town electricity spend.
- Bid responses came back on January 4th and this report is meant to explain the results and examine the financial benefits of selecting a vendor of Net Energy Billing credits.
- Space within each array is on a first-come, first-serve basis.

Bid Results, January 4th 2021

Vendor	Offer	Escalator	Year-1 Savings	Credit Flow Date
Ameresco	**$.0850**	**1.50%**	**$76,517.00**	**Q4 2021**
Hep Global	**$.0878**	**1.50%**	**$71,740.00**	**Q4 2021**
ConEd Solutions	15% discount	NA	$33,811.29	Q2 2021

- Ameresco is offering the most advantageous contract at this time with a fixed-price of $.085 per credit with a 1.5% annual escalator. The discount rate is effectively equal to 31% in year 1.

- HEP Global has a very similar offer to Ameresco, but with slightly less annual savings.

- ConEdison Solutions is offering a 15% fixed discount, which effectively cuts the anticipated savings in half when compared to HEP and Ameresco.

- In general, a fixed price offers greater savings potential than a fixed discount.

Ameresco Offer

Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Projects Annual Savings ($)
1	$ 221,000	$ 144,483	$ 76,517.00
2	$ 223,193	$ 145,917	$ 77,276.43
3	$ 225,409	$ 147,365	$ 78,043.40
4	$ 227,646	$ 148,828	$ 78,817.98
5	$ 229,905	$ 150,305	$ 79,600.25
6	$ 232,187	$ 151,797	$ 80,390.28
7	$ 234,491	$ 153,303	$ 81,188.16
8	$ 236,819	$ 154,825	$ 81,993.95
9	$ 239,169	$ 156,361	$ 82,807.74
10	$ 241,543	$ 157,913	$ 83,629.60
11	$ 243,940	$ 159,481	$ 84,459.63
12	$ 246,361	$ 161,063	$ 85,297.89
13	$ 248,807	$ 162,662	$ 86,144.47
14	$ 251,276	$ 164,276	$ 86,999.46
15	$ 253,770	$ 165,907	$ 87,862.92
16	$ 256,288	$ 167,554	$ 88,734.96
17	$ 258,832	$ 169,217	$ 89,615.66
18	$ 261,401	$ 170,896	$ 90,505.09
19	$ 263,995	$ 172,592	$ 91,403.36
20	$ 266,616	$ 174,305	$ 92,310.54
Total			***$ 1,683,598.77***

Cost Per Credit: $.08499 with a 1.5% annual escalator

~$1,700,000.00 Lifetime Value

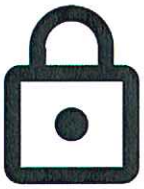
24,500 Metric Tons of CO_2 avoided

TITAN ENERGY
Creative energy solutions

* Forward looking savings are based on certain assumptions of yearly solar facility production & yearly tariff rate
* Assumes 1.5% increase in NEB tariff rate/year & .05%/year reduction in solar output

HEP Offer

Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Projects Annual Savings ($)
1	$ 221,000	$ 149,260	$ 71,740.00
2	$ 223,193	$ 150,741	$ 72,452.02
3	$ 225,409	$ 152,238	$ 73,171.11
4	$ 227,646	$ 153,748	$ 73,897.33
5	$ 229,905	$ 155,274	$ 74,630.76
6	$ 232,187	$ 156,816	$ 75,371.47
7	$ 234,491	$ 158,372	$ 76,119.53
8	$ 236,819	$ 159,944	$ 76,875.02
9	$ 239,169	$ 161,531	$ 77,638.00
10	$ 241,543	$ 163,134	$ 78,408.56
11	$ 243,940	$ 164,754	$ 79,186.77
12	$ 246,361	$ 166,389	$ 79,972.69
13	$ 248,807	$ 168,040	$ 80,766.42
14	$ 251,276	$ 169,708	$ 81,568.03
15	$ 253,770	$ 171,392	$ 82,377.59
16	$ 256,288	$ 173,093	$ 83,195.19
17	$ 258,832	$ 174,811	$ 84,020.90
18	$ 261,401	$ 176,546	$ 84,854.81
19	$ 263,995	$ 178,298	$ 85,696.99
20	$ 266,616	$ 180,068	$ 86,547.54
Total			***$ 1,578,490.73***



Cost Per Credit: $.0878 with a 1.5% annual escalator

~$1,600,000.00 Lifetime Value

24,500 Metric Tons of CO_2 avoided

TITAN ENERGY
Creative energy solutions

* Forward looking savings are based on certain assumptions of yearly solar facility production & yearly tariff rate
* Assumes 1.5% increase in NEB tariff rate/year & .05%/year reduction in solar output

ConEdison Solutions

Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Projects Annual Savings ($)
1	$ 221,000	$ 187,850	$ 33,150.00
2	$ 223,193	$ 189,714	$ 33,479.01
3	$ 225,409	$ 191,597	$ 33,811.29
4	$ 227,646	$ 193,499	$ 34,146.87
5	$ 229,905	$ 195,419	$ 34,485.78
6	$ 232,187	$ 197,359	$ 34,828.05
7	$ 234,491	$ 199,318	$ 35,173.72
8	$ 236,819	$ 201,296	$ 35,522.82
9	$ 239,169	$ 203,294	$ 35,875.38
10	$ 241,543	$ 205,312	$ 36,231.44
11	$ 243,940	$ 207,349	$ 36,591.04
12	$ 246,361	$ 209,407	$ 36,954.21
13	$ 248,807	$ 211,486	$ 37,320.98
14	$ 251,276	$ 213,585	$ 37,691.39
15	$ 253,770	$ 215,704	$ 38,065.48
16	$ 256,288	$ 217,845	$ 38,443.27
17	$ 258,832	$ 220,007	$ 38,824.82
18	$ 261,401	$ 222,191	$ 39,210.16
19	$ 263,995	$ 224,396	$ 39,599.32
20	$ 266,616	$ 226,623	$ 39,992.34
Total			***$ 729,397.38***

Cost Per Credit:
15% discount to credit value

~$700,000.00
Lifetime Value

24,500 Metric Tons of CO2 avoided

TITAN ENERGY
Creative energy solutions

* Forward looking savings are based on certain assumptions of yearly solar facility production & yearly tariff rate
* Assumes 1.5% increase in NEB tariff rate/year & .05%/year reduction in solar output

Net Energy Billing Agreements: How Do They Work?

- Net Energy Billing (NEB) agreements enable large institutions, non-profit organizations and municipalities to benefit from cost reduction normally associated with solar energy creation without the burden of installing panels on your property.

- A remotely located solar array within your property's load zone generates electricity that is fed directly to the grid, and the credit for the energy production is allocated directly to your utility bill.

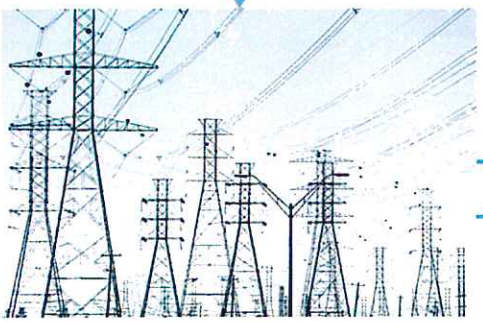
- Each credit is valued at the prevailing retail rate of electricity multiplied by the number of kilowatt-hours produced each month by the array.

- The cost of each credit is clearly defined within a Credit Purchase Agreement between the array owner and the credit recipient. **There is zero out-of-pocket cost for Lisbon to participate in this program.**

- The difference between the credit value and the credit cost equals your monthly savings.

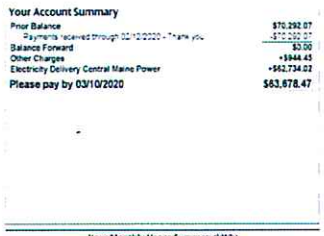
Net Energy Billing Agreements: How Do They Work?

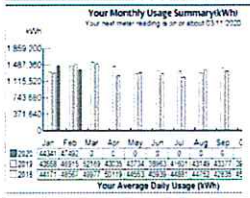
1. Solar energy created remotely



2. Solar energy transferred to local power grid

3. CMP applies credits to your monthly bill





Solar Dev. Co.

4. Solar production data goes to asset owner from CMP and invoice for production issued to customer

Rooftop vs. Roofless Solar	Rooftop	Roofless
Requires physical installation of equipment on your roof or ground	Y	N
Requires the attention of your staff during construction	Y	N
Requires periodic maintenance performed by third party	Y	N
Potential adverse impact on commodity contracts	Y	N
Offers significant cost reduction with zero capital expense	Y	Y
Helps support clean energy project development in Maine	Y	Y
Helps meet corporate sustainability goals	Y	Y

TITANGen

Energize!

TitanGen exists for this simple reason: to provide the necessary insight, expertise and financial support to deliver cutting edge power creation and distribution technologies on behalf of our customers throughout North America to guide your distributed generation project from concept to completion. Partnering with TitanGen gives our clients access to solar and co-generation development services without the common barriers to entry.

TitanGen delivers customer-focused solutions to help eliminate these barriers and bring your business squarely into the 21st century energy economy.

- >27,000 kW completed
- $11,000,000+ customer savings
- 162,500,000 co2 emissions offset

Prepared for

Town of Lisbon, Maine

January 4, 2021

Proposal for

Net Energy Billing (NEB) Purchase Agreement

Presented by

Ameresco, Inc.

30 Danforth Street, Suite 108

Portland, ME 04101

T: 508-598-4370

This Proposal contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

AMERESCO
Green • Clean • Sustainable

30 Danforth Street, Suite 108
Portland, ME 04101
P: 508-598-4370
ameresco.com

January 4, 2021

Mr. Adam Teff
TitanGen General Manager
750 Main Street, Suite 1000
Hartford, CT 06103

RE: Request for Proposal
Net Energy Billing (NEB) Purchase Agreement

Dear Mr. Teff,

Ameresco, Inc. is pleased to submit this offer for Net Energy Billing (NEB) credits to the Town of Lisbon for its facilities in Lisbon.

Ameresco proposes to provide the Town with Central Maine Power NEB credits from our Taylor Hill Road Solar project in Lewiston, Maine. This solar project is a ground mount solar PV array located at 106 Taylor Hill Road. The project has a total DC capacity of 3.875 MW (2.6 MW AC) and will be connected to the local distribution network of Central Maine Power. The project is being developed in partnership with a local landowner and in a manner to minimize local environmental and aesthetic impacts. The estimated first year total electricity production from the project is 4.8 million kilowatt hours.

In partnering with Ameresco, the Town can rest assured that Ameresco will be in business for the long term to operate and maintain the solar PV system throughout the contractual term. Ameresco has an **unmatched reputation of completing 100% of all contracted solar PV projects**. We deliver on our commitments because **we know our customers count on the cost savings of the completed projects**.

The entire community will benefit with the educational and community outreach support services Ameresco is providing, as outlined in **Appendix 1: Monitoring System** and **Appendix 2: Solar PV Education and Public Outreach**, for the solar PV project the Town will be participating in.

Our Proposal

Ameresco proposes to allocate roughly 37% of our Taylor Hill Road Solar project output to the Town. In the first year of the project's production, approximately 1.77 million kWh will be credited to the Town in the form of CMP Net Energy Billing credits, with an estimated value of $220,000.

Pricing Options

Ameresco NEB Credit Offers	
Rate Escalation (%)	1.5%
Credit Purchase Rate ($/kWh)	0.08499
Year 1 Discount to the Town NEB Credit Rate (%)	31%
Town of Lisbon Year 1 Savings	$69,200

Evaluation of Proposal Criteria

Ameresco has thoroughly reviewed all the scope of work for this opportunity and can best meet the needs of the Town of Lisbon.

Evaluation Criteria	Document Section	Comments
1. The Proposer's technical understanding of the services to be provided, its purpose and scope as evidenced by the quality of the proposal submitted.	Section C	☑ Ameresco's approach to every project is to not only meet our customer's specific project requirements, but also to ensure our solutions directly align with the customer's vision and mission.
2. The background and experience of the Proposer in providing similar services elsewhere, including the level of experience in working with organizations and/or governmental bodies of similar size, and the quality of services performed.	Section C	☑ Ameresco has significant experience developing similar ground mount solar field and delivering associated net metering credits to our customers. Ameresco has never not built a project we have contracted for.
3. The specific background, education, qualifications, and relevant experience of the individuals designated to provide the services.	Section A.1	☑ Ameresco's team is one of the best in the solar business with a significant long-standing in-house team capable of development, managing and performing O&M on our solar projects
4. Commitment to TOL's timetable for the services to be rendered.	Section D	☑ Ameresco is committed to meeting an aggressive schedule as outlined in Section D to help the Town start saving money as soon as possible while having a quality long term project and benefit.

Evaluation Criteria	Document Section	Comments
5. Competitiveness of proposed fees, although TOL is not bound to select the Proposer who proposes the lowest fee for services TOL reserves the right to negotiate fees with the selected Proposer or to accept the proposal which is in the best interest of TOL.	Section E	☑ Ameresco delivers overall higher value to customers when looking at price, working relationship and delivery and manage quality solar projects.
6. The Proposer's responsiveness and compliance with the RFP requirements and conditions.	☑	☑ Ameresco believes the Town and Titan Energy will find our proposal response to be very competitive, compliant and comprehensive.
7. Preference will be given to Proposals that can demonstrate (1) site control by the Proposer, (2) permitting completed for the construction of the solar facility and (3) completed interconnection applications.	Section D	☑ Ameresco has secured site control via a land option agreement and we are finalizing the lease agreement. We have started the permitting and interconnect process and expect to be completed per the Schedule in Section D.

Ameresco very much appreciates the opportunity to bid on the Town of Lisbon's Net Energy Billing opportunity. We look forward to working with you to help you achieve your sustainability and savings goals.

Should you have any questions or require additional information regarding our proposal, please do not hesitate to contact Bill Garbati, Regional Director, at bgarbati@ameresco.com, tel. 508-598-4398 or myself at mdaigneault@ameresco.com.

Corporate Office:
111 Speen Street, Suite 410
Framingham, MA 01701

Local Maine Office:
30 Danforth Street, Suite 108
Portland, ME 04101

Respectfully,

Michael J. Daigneault
Senior Vice President

Exhibit A

Proposer acknowledges and agrees to the following payment terms:

A. Proposer, if selected under this RFP, agrees to pay TitanGen, LLC the RFP Fee in accordance with the terms set forth within the RFP. The specific amount will be equal to the Year-1 customer allocation of kilowatt-hours, multiplied by $.04.

B. The RFP Fee payment schedule shall be as follows: 20% within ten days of the NEB contract execution date; 20% within 10 days of Commencement of Construction of the System; and 60% within 10 days of receiving Permission to Operate.

C. Failure to pay the RFP Fee in a timely manner shall constitute an event of default and shall disqualify the selected Proposer from this RFP.

D. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of the RFP and this RFP Fee Agreement.

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): Michael J. Daigneault, Senior Vice President

Proposer Company: Ameresco, Inc.

Date: January 4, 2021

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Appendix 1: Monitoring System

Appendix 2: Solar PV Education and Public Outreach

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Section A: Company Overview

Describe your firm and, if applicable, associated partners and subcontractors. Include names and contact information for all personnel responsible for project development and deployment and for all individuals responsible for negotiation and contract provision sign-off. Include resumes for key personnel.

Ameresco, Inc. (NYSE: AMRC) is a leading independent provider of comprehensive energy services, including energy efficiency, infrastructure upgrades, energy security and resilience, asset sustainability and **renewable energy solutions for businesses**, municipalities and organizations throughout North America and Europe. Ameresco's sustainability services include capital and operational upgrades to a facility's energy infrastructure and the development, construction, ownership, and operation of renewable energy plants. As a comprehensive solutions company, our core business is the development, design, engineering, and installation of projects that reduce the energy and operations and maintenance (O&M) costs of our customers' facilities.

- Founded in 2000
- Public since 2010, NYSE: AMRC
- 2019 Revenues of $867 million
- 1,000+ Employees in U.S., Canada and U.K.
- 70+ Offices across North America and Europe
- 8,000+ Clients benefiting from Energy Efficiency Measured and Renewable Energy Generation
- $7 Billion+ in energy solution projects, 269+ MWe of Energy Assets in Operation

Headquartered in Framingham, Massachusetts, with infrastructure projects throughout North America and Europe, Ameresco leverages the successes from each of its 70+ offices with a strong local presence in order to support customers such as the Town of Lisbon.

Ameresco specializes in renewable energy systems including solar PV on rooftops, carports, landfills, and **ground mounted**. More than 44% of these systems have been built on the East Coast.

Figure A.1: Ameresco's Corporate Headquarters in Framingham, MA

Company-wide, Ameresco has developed 443 MW DC of solar PV projects, including both completed and in construction. Clients include cities and towns, municipal utilities, county and state government agencies, and other public and **private clients.**

Capabilities and Financial Strength

Ameresco has the capability and financial strength to successfully develop, construct and operate the proposed solar PV projects for the Town as evidenced by:

- **National Energy Services Leader; 275 MW of Solar PV Installed:** Ameresco has engineered and constructed more than $7 billion of energy services projects. We have

275 MW of solar PV projects installed with an additional 167 MW of projects in construction. Ameresco has installed solar PV systems of all types including landfills, ground mounts, parking canopies and rooftops across North America and Europe.

- **Profitable, financially strong public company provides assurance of our performance:** In 2019, Ameresco (NYSE: AMRC) had a construction backlog exceeding $2 billion. Our 2019 revenues were $867 million, and we had total assets of approximately $1.37 billion, cash in excess of $30 million and an $180 million credit facility. Due to our financial strength, we can secure long-term project financing and maintain 20-year operations responsibility for our solar PV projects under long-term Lease or Power Purchase Agreements.

- **Financing, regulatory knowledge, and skills deliver 100% project success:** Ameresco has completed 100% of contracted solar PV projects due to our financial strength, in-depth understanding of state regulations, and experienced, professional staff. Ameresco finances all construction of solar PV projects with our own capital or revolving credit lines, so projects stay on schedule with no delays. Furthermore, our solar PV team has an advanced understanding of regulations and is involved with ongoing regulatory and policy making at the local, utility, state, and federal levels. **We have never missed a regulatory deadline affecting state and utility incentives**, enabling our customers to receive their intended economic benefit from the projects.

Certified and Licensed Professionals

Ameresco does not outsource any critical project aspects; all development engineering and construction management is performed by Ameresco engineers and staff, a significant percentage of which are licensed Professional Engineers (PE), Certified Energy Managers (CEM) and LEED Accredited Professionals. Ameresco has many PEs on staff that have expertise in working with solar PV. In addition, Ameresco is committed to using local contractors and support to ensure that the project helps maintain local jobs and boosts the local economy.

Exceptionally Knowledgeable and Dedicated Personnel

Ameresco's leadership and managers are working leaders and managers. Our senior technical staff works directly on customer projects. We do not outsource our critical project management. All engineering, design, and construction management whether performed in house or with an external resource, is understood, managed and executed by Ameresco engineering and construction staff.

Ameresco's strength is implementing complex projects quickly and efficiently while delivering the expected energy and overall desired results.

A.1: Associated Partners and Subcontractors

Potential subcontractors for the Lewiston, ME project include:

- Ayer Electric, Inc.
  - http://www.ayerelectric.com/
- ES Boulos Company
  - https://esboulos.com/
- C.A. Senecal Electrical Services, Inc.
  - https://senecalelectric.com/
- True Enterprises, LLC
  - https://trueenterprisesllc.com/

In addition, we have been working with Vanasse Hangen Brustlin, Inc. (VHB), https://www.vhb.com/, for permitting.

As prime contractor, Ameresco will be fully responsible for all aspects of developing and implementing the solar project, including the following:

Ameresco will develop, design, construct and operate the project, providing a single point of responsibility for customer satisfaction and to develop a successful project. This includes negotiation of all contracts.

Ameresco in-house construction management personnel will manage and supervise all work by subcontractors. Ameresco requires all subcontractors to fully comply with the requirements of the RFP and Power Purchase Agreement (PPA). Whenever Ameresco employs a subcontractor to perform a service required by the contract or to supply materials and equipment for use on the contract, we require the subcontractor to perform at the same standards at which we are required to deliver.

Ameresco is fully responsible for the quality and workmanship of its subcontractors. Each Ameresco subcontract contains the same flow-down clauses and includes the requirements that are typically in our Power Purchase Agreement (PPA) contracts. Ameresco inspects all goods delivered and services performed to assure compliance with our engineering designs.

Ameresco, as the developer, designer, owner, operator and maintenance provider contractor for its projects, is responsible for all installation and site preparation work. We team with experienced local electrical subcontractors to ensure high quality installation and a trouble-free installation process.

Ameresco is the lead and sole source developer for all our solar PV projects and we perform **100% in-house** the following tasks:

Project Development – Our project leaders stay with the project from development through operation.

Engineering Design – Dedicated team of Professional Engineers design the projects and manage the required utility Interconnection process.

Equipment Procurement – We have established relationships with Tier I equipment manufacturers.

Construction Financing – We fund our own construction and have established strong project financing partners.

Construction Management – Our dedicated construction management team manages the construction process from start to finish.

Operations and Maintenance – We own and operate our systems with in-house staff.

A.2: Key Personnel

Ameresco's team leader for this project is Bill Garbati, as shown below.

Bill Garbati **Regional Director, Business Development**	111 Speen Street, Framingham, MA 01701 Phone: 508-5980-4398 | Fax: 508-661-2201 Email: bgarbati@ameresco.com

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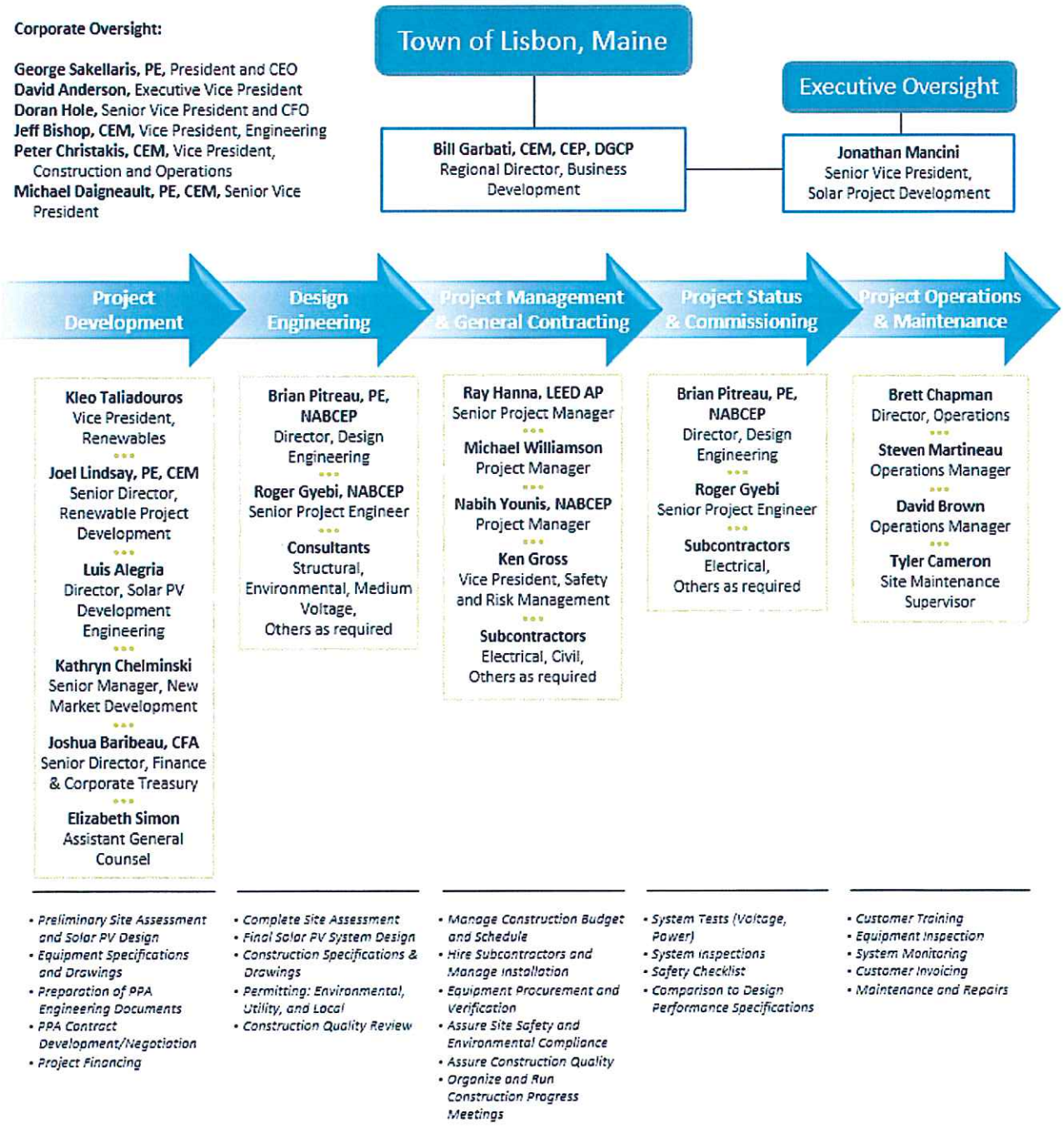
Organizational Chart

Ameresco's organizational chart below presents key personnel for the Town of Lisbon's project.



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Please see names and contact information for all personnel responsible for project development and deployment, negotiation and contract provision sign-off in **Table A.1**.

Table A.1: Key Personnel Roles and Contact Information

Name and Title	Contact Information	Project Role
Michael J. Daigneault, Senior Vice President	E: mdaig@ameresco.com T: 508-661-2229	Negotiation & Contract Provision Sign-off
Jonathan Mancini, Senior Vice President, Solar Project Development	E: jmancini@ameresco.com T: 508-598-3030	Negotiation & Contract Provision Sign-off
Bill Garbati, Regional Director, Business Development	E: bgarbati@ameresco.com T: 508-598-4398	Development & Deployment
Kleo Taliadouros, Vice President, Renewables	E: ktaliadouros@ameresco.com T: 508-661-2263	Development & Deployment
Joel Lindsay, Senior Director Renewable Project Development	E: jlindsay@ameresco.com T: 508-661-2265	Development & Deployment
Luis Alegria, Director, Solar PV Development Engineering	E: lalegria@ameresco.com T: 508-598-4344	Development & Deployment

Project Team

Ameresco's project team is comprised of experienced, knowledgeable staff who develop, design, execute and operate and maintain solar PV systems. Our in-house staff capabilities include all design and engineering skills to complete the Town's project. These staff work from our headquarters in Framingham MA and from our local office in Portland, Maine.

Ameresco employs the staff needed to complete the Town's project, including:

- Licensed professional engineers
- North American Board of Certified Energy Practitioners (NABCEP) staff
- Certified and licensed master electricians
- Certified energy managers.

Furthermore, Ameresco also maintains in-house teams for financing, operations and maintenance and construction, as explained below.

Ameresco's **in-house structured financing team** matches project requirements with capital and debt markets. The team consists of seven dedicated professionals, supported by a traditional finance team of accountants, analysts, shared services staff and a corporate controller. Our structured finance team has raised more than $3.5 billion for our renewable energy and energy efficiency projects.

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Ameresco's **in-house operations and maintenance team** provides O&M services for 313 sites in North America, totaling more than 312 MW. These sites include many roof-mounted, carport, and landfill, greenfield, brownfield and other ground-mounted projects. The O&M headquarters is located in a 10,000 square foot building in Westborough, Massachusetts. Monitoring and Dispatching professionals work out of the headquarters, supported by technicians from our seventy offices located throughout the United States.

Our **in-house construction team** has single-source responsibility and is fully responsible for all aspects of constructing the solar projects as well as all aspects of associated management policies and processes.

Key Personnel Resumes

Key personnel resumes are provided on the following pages.

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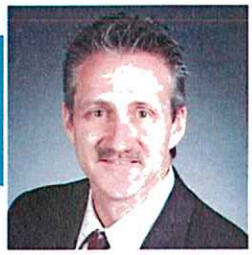
Bill Garbati, CEM, CEP, DGCP

Regional Director, Business Development



Licenses & Certifications

Certified Energy Manager (CEM)

Certified Energy Procurement (CEP)

Distributed Generation Certified Professional (DGCP)

Series 6 Mutual Fund License

Education

Rensselaer Polytechnic Institute
Master of Business Administration

Charter Oak College
B.S. Applied Science and Technology

Professional Experience

Ameresco, Inc. 2017 - Present
Regional Director, Business Development

TOP Energy 2016 - 2017
Managing Partner

Constellation 2005-2016
Executive Director National Sales Team
Vice President Major Accounts
Senior Business Development Manager

Select Energy 2000 - 2005
Senior Account Executive

Areas of Expertise

- ESPC
- Solar PV
- Project Management
- Finance Models

Role and Responsibilities

Mr. Garbati is Regional Director, Business Development of Ameresco, a leading energy efficiency and renewable energy company. He is responsible for leading the sales team for Energy Efficiency, Renewable Energy and Procurement services for the East Region with the goal to grow the business in the C&I sector while strengthening the core business with Municipal, University, Hospital and Education clients. Additionally, cross selling Ameresco's other services such as distributed generation and microgrid applications.

Representative Project Experience – Over 17 Years

- New Hampshire Electric Co-op
- New Hampshire Seacoast
- Newton, MA
- Wayland, MA
- City of Atlanta, GA
- Wake County Schools, NC
- Douglas County, GA
- Medical University of South Carolina – Phase II
- Southwest Virginia Jails

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Jonathan M. Mancini

Senior Vice President – Solar Project Development

Professional Affiliations

Slater Technology Fund

Education

University of Rhode Island
B.S. Environmental Management

Professional Experience

Ameresco, Inc., 2020 – Present
Senior Vice President – Solar Project Development

BlueWave Solar, 2015 – Present
Senior Vice President – Project Development

Bridgewell Resources, LLC, 2013 – 2015
Renewable Resources – Head of Solar

Amerex Energy, 2010 – 2012
Director of Origination-Environmental Commodities

EcoSecurities Group PLC/JP Morgan Chase, 2008 – 2010
North American Origination

ET Environmental Corporation, LLC, 2003 – 2008
Business Development Manager – Eastern US Region

Areas of Expertise

- Solar PV
- Energy Storage
- Project Finance
- Environmental Commodities

Role and Responsibilities

Mr. Mancini joined Ameresco in 2020 with 25 years of experience in the environmental and energy fields. He was previously at BlueWave Solar, a solar development company based in the Northeast where he led the solar/storage development team. Mr. Mancini has significant experience in origination and renewable project development.

Mr. Mancini is responsible for expanding Ameresco's focus on solar and solar and storage development, including greenfields, and project and portfolio acquisitions in the Northeast, Mid-Atlantic and Southeast markets.

Representative Project Experience – Over 25 Years

• Wareham, MA - Community Solar	14.0 MW
• Mattapoisett, MA – Community Solar	13.0 MW
• Westport, MA – Community Solar	14.0 MW
• Mendon, MA – Solar + Storage	1.7 MW
• Beverly, MA – Landfill Community Solar	5.0 MW
• Grafton, MA – Solar + Storage	3.3 MW
• North Brookfield, MA – Solar + Storage	8.3 MW
• Chelmsford, MA – Landfill Solar + Storage	1.6 MW
• Dighton, MA – Solar + Storage	4.0 MW
• Mendon, MA – Community Solar	4.2 MW
• Mendon, MA – Community Solar	1.4 MW
• Dover, MA - Landfill Community Solar	1.4 MW
• Wilbraham, MA – Community Solar	4.2 MW
• Berkley, MA – Net Metering Solar	3.3 MW
• Tulare County, CA – Various Solar projects	25.0 MW

Kleo T. Taliadouros
Vice President – Renewables

Licenses & Certifications

State of Massachusetts, Licensed Site Professional (LSP)

Education

Suffolk University
M.B.A. Finance

Northeastern University
B.A. Chemistry

Professional Affiliations

American Wind Energy Assoc. (AWEA)

Northeast Energy and Commerce Association (NECA)

Professional Experience

Ameresco, Inc., 2007 - Present
Vice President – Renewables

AMEC Earth & Environmental, Inc., 2003 - 2007
Senior Program Manager

TRC – Exit Strategy, 2000 - 2003
Senior Project Director

ENSR International, 1995 - 2000
Program Manager

ATC Environmental, Inc. 1990 - 1995
Environmental Department Manager

Areas of Expertise

- Project Development
- ESPC
- Energy Efficiency
- Renewable Energy – Solar Development

Role and Responsibilities

Mr. Taliadouros has over 30 years of experience in the environmental and energy fields. Prior to his promotion to Vice President of Renewables, he served as Director of Development for the in the Energy Efficiency group and the Renewable Energy group. On energy savings performance projects, Mr. Taliadouros is focused in the tax-exempt market sector as well as commercial and industrial sector. In his renewable energy capacity, Mr. Taliadouros also develops renewable energy projects focusing on solar projects.

He is responsible for the entire life cycle of the project, from opportunity origination and initial concept development through to operation. Mr. Taliadouros manages client-Ameresco relationships, conducts technical and economic feasibility analysis, and oversees all aspects of project development including permitting, design management support, construction management, commissioning and operational support.

Representative Energy Efficiency and Solar Development Project Experience – Over 30 Years

- Portland International Jetport, ME
- City of Portland, ME
- University of Maine, Gentile Hall Preque Isle Campus and Fort Kent Campus, ME
- City of Waltham, MA
- Town of Natick, MA
- Pappas Rehabilitation Hospital for Children, MA
- Brigham & Women's Hospital, MA
- Rhode Island College, RI
- Community College of Rhode Island (CCRI), RI
- Rhode Island Airport Corporation, RI
- Town of Westerly, RI
- Town of Smithfield, RI

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Joel Lindsay, PE, CEM

Senior Director – Renewable Project Development

Licenses & Certifications

Professional Engineer (PE)
Massachusetts

Certified Energy Manager (CEM)

OSHA 30 Hour – Construction Supervisors

Education

University of California - Berkeley
MS Environmental Engineering

Princeton University
BA Geology

Professional Affiliations

Association of Energy Engineers (AEE)

Professional Experience

Ameresco, Inc., 2013 – Present
Director – Solar PV Project Development

Weston Solutions, Inc., 1997 – 2013
Technical Director, 2008 – 2013
Senior Program Manager, 2004 – 2008
Senior Project Manager, 1997 – 2004

Rizzo Associates, 1991 – 1997
Project Manager

Area of Expertise

- Development, permitting, design and construction of commercial and utility scale solar PV projects

Role and Responsibilities

Mr. Lindsay is a Senior Director of Renewable Project Development within the Solar PV Grid-Tie group in Framingham, MA. He is responsible for development and implementation of commercial and utility scale solar PV projects in Massachusetts and across New England. Mr. Lindsay has experience in developing, permitting, and interconnecting solar PV projects across the Northeast, including Massachusetts. He also has extensive past experience in design and construction of large-scale environmental remediation projects under CERCLA and Massachusetts Contingency Plan requirements.

Mr. Lindsay has expertise in the development, permitting, design and construction of commercial and utility scale solar PV projects, including conceptual design and development of solar PV project configurations, PPA development and negotiation, environmental permitting, and interconnection. Mr. Lindsay combines solar PV expertise with an extensive background in contaminated site assessment and remediation, and beneficial re-use. Mr. Lindsay drives solar PV development projects with municipalities, school systems, and commercial/industrial corporations.

Representative Project Experience – Over 20 Years

- City of Pittsfield, MA Landfill Solar
- Town of Weston, MA Landfill Solar
- Town of Lexington, MA Rooftop Solar
- Town of West Newbury, MA Ground Mount Solar
- MassDOT Ground Mount Solar PV Program
- Technology Drive Solar – Brattleboro

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Raymond N. Hanna, LEED AP
Senior Project Manager

Licenses & Certifications

Licensed Construction Supervisor:
Massachusetts LEED, AP

Professional Affiliations

U.S. Green Building Council (USGBC)

Education

California State University
B.S., Mechanical Engineering

Professional Experience

Ameresco, Inc. 2009 - Present
Construction Project Manager

G. Greene Construction
2005 – 2008
Senior Project Manager
Project Manager

Ahlborg and Sons Construction Co.
2002 – 2005
Construction Project Manager

Shawmut Design & Construction Co.
2000 – 2002
Construction Project Manager

Hanna Construction
1986 – 1997
Owner

Areas of Expertise

- Solar PV
- Project Management

Role and Responsibilities

Mr. Hanna is a Construction Project Manager, responsible for construction assigned. Mr. Hanna has over 30 years of construction experience in lighting, electrical, and mechanical project installation, in occupied space.

Mr. Hanna has expertise in the construction of various turnkey and energy savings performance contracts in New England and New York. Mr. Hanna is responsible for supervising 3 construction related personnel. Mr. Hanna is responsible for the implementation of performance contracts assigned to him. These contracts included energy management systems, boilers, variable speed drives, and lighting. He has managed complex retrofit projects for numerous customers. He has managed over 200 MW of distributed generation solar photo-voltaic projects.

Representative Project Experience – Over 17 Years

- City of Portland, ME
- Town of Weston, MA
- Town of Arlington, MA
- Town of W. Newbury, MA
- Town of Lexington, MA
- Town of Acton, MA
- City of Lowell, MA
- Town of Sudbury, MA
- Fisher Rd. Dartmouth, MA
- Boston Housing Authority
- Cambridge Housing Authority
- Lynn Housing Authority
- Mass DOT Ph. 1A

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Brian Pitreau, PE, NABCEP
Director – Design Engineering

Licenses & Certifications

Professional Engineer (PE)
Florida, Maine, Massachusetts, New Hampshire, New York, Rhode Island

North American Board of Certified Energy Practitioners (NABCEP) Certified PV Installation Professional

Education

Worcester Polytechnic Institute
B.S. Biomechanical Engineering

Professional Experience

Ameresco, Inc., 2019 - Present
Director – Design Engineering

Ameresco, Inc., 2013 – 2019
Engineering Team Leader

Ameresco, Inc., 2004 – 2013
Senior Project Management Engineer

WB Engineers, 2002-2004
Mechanical Engineer, Project Manager

Areas of Expertise

- ESPC
- Solar PV
- BESS

Role and Responsibilities

Mr. Pitreau is a Director of Design Engineering with more than 15 years of experience in energy engineering. He is responsible for taking a project from the development stage and leading it through the construction phase.

Mr. Pitreau is responsible for design and design oversight of Solar PV and Battery Energy Storage System (BESS) projects and the specification of material and equipment to be used on these projects. He is also accountable for ensuring systems conform to applicable codes and standards and for coordinating the work of installation subcontractors during construction and commissioning.

Representative Project Experience – Over 15 Years

- City of Portland, ME
- Cannon Mountain, NH
- Fidelity, Merrimack, NH
- Town of Hamilton, MA
- City of Northampton, MA
- Gardner, MA
- Town of Westport, MA
- Town of Newton, MA (Ph 2)
- Groton Electric Light Department, MA
- Town of Weston, MA
- Town of Natick, MA (Phase 2)
- Town of Arlington Municipal
- M.S. Walker, Boston, MA
- Watertown, MA Housing Authority
- Cambridge, MA Housing Authority
- Roxbury Community College, MA – DCAMM
- Pappas Hospital, Canton, MA – DCAMM Project in construction
- Town of Smithfield, RI

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Brett D. Chapman
Director of Operations

Education

Isenberg School of Management, University of Massachusetts, Amherst
B.A., Marketing

Professional Experience

Ameresco, Inc. 2018 – Present
Director – Operations

Maximum Solar, 2000 – 2018
President & Owner

Tecta Solar, a division of Tecta America Corporation, 2007 – 2010
Managing Director – New England Region

Delta Roofing, 1986-2006
Co-President & Co-Owner

Areas of Expertise

- Operations and Maintenance
- Solar PV
- O&M Management

Role and Responsibilities

Mr. Chapman is responsible for all Operations and Maintenance of Ameresco managed PV Solar Facilities in the United States. The current portfolio under management is 400MM totaling 200 megawatts and growing substantially. He brings 30 years of O & M experience to the role, with the last ten years dedicated to PV Solar. Directly reporting to Mr. Chapman is the National Operations Manager, Eastern Operations Manager, Remote Operations Control Center (ROC) Manager and Site Maintenance Manager. The O & M Group has a stand-alone 10,000 square foot headquarters in Westborough, MA with 70 branch offices Nationwide.

Representative Project Experience – Over 30 Years

- Mass DOT
- Knox County Tennessee
- Seattle Public Schools
- Fort Detrick, Maryland
- Goldman Sachs
- National Grid
- Lowe's Home Stores
- Arizona State University
- JP Morgan
- Shell
- Sutter Health
- Minneapolis International Airport
- Kaiser Permanente
- Lodestar Energy

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Section B: Financial Qualifications

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your track record for no less than your past five projects. TOL is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

B.1: Ameresco Financial Overview

Ameresco recognizes that it is paramount to have an energy partner that is not only technically qualified, but also financially strong, with a stable track record of performance in the capital markets. With 2019 revenues of over $867 million and a construction backlog exceeding $2 billion, Ameresco is a leading independent provider of comprehensive energy solutions. For the year ending 2019, Ameresco had total assets of approximately $1.37 billion, cash in excess of $30 million and a $180 million credit facility. In addition, we maintain a $1 billion surety credit facility through two corporate providers, both with an AM Best Rating of "A Excellent".

As a publicly traded company, Ameresco's most current prospectus, including Balance Sheet and Cash Flow statement is provided within our audited, publicly available annual 10-K and quarterly 10-Q financial statement information filed with the U.S. Securities and Exchange Commission (SEC), and can be found electronically utilizing the links below.

Ameresco's most recent 10-K for the period ending December 31, 2019 may be located using the U.S. Securities and Exchange Commission website as follows:

https://www.sec.gov/Archives/edgar/data/1488139/000148813920000014/amrc1231201910-k.htm

Ameresco's most recent 10-Q for the period ending September 30, 2020 may be located using the U.S. Securities and Exchange Commission website as follows:

https://www.sec.gov/ix?doc=/Archives/edgar/data/1488139/000148813920000066/amrc-20200930.htm

Ameresco's consolidated financial statements, which can also be found on page 26 of the 10-K for the period ending December 31, 2019, are provided on the next page. These statements include information on Ameresco's revenues for the last five years demonstrating the company's financial strength.

Figure B.1: Ameresco's Financial Revenues 2015-2019

	Year Ended December 31,				
	2019	2018	2017	2016	2015
	(in thousands, except per share data)				
Consolidated Statements of Income Data:					
Revenues	$ 866,933	$ 787,138	$ 717,152	$ 651,227	$ 630,832
Cost of revenues	698,815	613,526	572,994	516,883	513,768
Gross profit	168,118	173,612	144,158	134,344	117,064
Selling, general and administrative expenses	116,504	114,513	107,570	110,568	110,007
Operating income	51,614	59,099	36,588	23,776	7,057
Other expenses, net	15,061	16,709	7,871	7,409	6,765
Income before provision for income taxes	36,553	42,390	28,717	16,367	292
Income tax (benefit) provision	(3,748)	4,813	(4,791)	4,370	4,976
Net income (loss)	40,301	37,577	33,508	11,997	(4,684)
Net loss attributable to redeemable non-controlling interests	4,135	407	3,983	35	5,528
Net income attributable to common shareholders	$ 44,436	$ 37,984	$ 37,491	$ 12,032	$ 844
Net income per share attributable to common shareholders:					
Basic	$ 0.95	$ 0.83	$ 0.82	$ 0.26	$ 0.02
Diluted	$ 0.93	$ 0.81	$ 0.82	$ 0.26	$ 0.02
Weighted average common shares outstanding:					
Basic	46,586	45,729	45,509	46,409	46,494
Diluted	47,774	46,831	45,748	46,493	47,665

	As of December 31,				
	2019	2018	2017	2016	2015
	(in thousands)				
Consolidated Balance Sheets Data:					
Cash and cash equivalents	$ 33,223	$ 61,397	$ 24,262	$ 20,607	$ 21,645
Current assets	425,192	310,969	287,078	226,061	263,698
Federal ESPC receivable[1]	230,616	293,998	248,917	158,209	125,804
Energy assets, net	579,461	459,952	356,443	319,758	244,309
Total assets	1,374,013	1,161,634	983,951	797,281	723,440
Current liabilities	336,647	222,630	202,142	190,602	179,723
Long-term debt, less current portion	266,181	219,162	173,237	140,593	100,490
Federal ESPC liabilities[1]	245,037	288,047	235,088	133,003	122,040
Total stockholders' equity	$ 428,856	$ 376,875	$ 336,620	$ 294,306	$ 287,409

Financial Strength to Undertake and Successfully Complete the Project

Ability to Successfully Finance Projects

Ameresco's in-house Structured Finance team is in contact with capital market participants on a daily basis and continually builds and strengthens lender relationships. Through these relationships, the team is able to solicit competitive and timely proposals for financing across all project types. Our expertise, financial strength and demonstrated track record of performance combine to attract competitive financiers to our projects.

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Ameresco's finance professionals have years of experience assisting our customers in identifying the most cost-effective financing mechanisms for implementing a wide array of energy projects. We align our financial solutions with your goals.

Ability to Undertake Required Capital Expenditures

With 2019 revenues of $867 million and a construction backlog exceeding $2 billion, Ameresco had total assets of approximately $1.37 billion and cash in excess of $30 million. In addition, Ameresco has:

$180 Million Revolving Credit Facility

Ameresco maintains a commercial banking relationship with Bank of America, located at 100 Federal Street, Boston, MA 02110. This includes a $180 million revolving credit facility. For reference our contact at Bank of America is:

Bank of America

Michael A. Palmer, Senior Vice President
100 Federal Street, Boston, MA 02110
P: 617.434.4647 | E: michael.a.palmer@baml.com

Ameresco has a strong working relationship with the following banks and financial institutions:

Bank of America | Crews&Associates Investment Bankers | PNC | gkb George K. Baum & Company Investment Bankers Since 1928 | usbancorp

Using existing cash resources, cash flows from Ameresco's operating activities, and access to credit through multiple lending relationships, **Ameresco has the financial resources and strength necessary to undertake and successfully complete this project for the Town of Lisbon.**

B.2: Financing Plan

Proposed Funding Sources

Ameresco funds all development and construction. Ameresco funds development of the project using:

- Existing cash,
- Cash flows from operating activities, or
- Our $180M senior credit facility.

Upon notice to proceed construction, Ameresco will continue to fund the construction of the asset using its balance sheet or will bring on a dedicated non-recourse construction lender. Ameresco currently has access to multiple construction facilities through numerous banks.

Ameresco will source term financing and typically retains equity during operations. Ameresco will source term financing at commercial operations, likely from the same lender that funded construction. We typically retain 100% of the project's equity in the project during its operating phase. If we brought in an equity partner, we would continue to operate and maintain the asset.

Huntington National Bank is our preferred solar financier. We have a $150M committed master sale leaseback facility with Huntington National Bank. This construction-to-term financing provides all of the tax equity and debt capacity we would need to source for project, typically funding over 80% of the entire project's cost throughout the construction period, then converting to a long-term 20-year permanent financing after commercial operations. This structure provides significant amounts of capital in a simple one-party transaction. However, we also transact with other sale-leaseback providers as well as additional tax equity, project-level and back-leverage lenders in other tax equity structures.

Financial Information

Ameresco has no barriers to financing. Ameresco has sourced and raised more than $3.5 billion of project financing over the past 20 years, from various lending sources including John Hancock, Huntington National Bank, Bank of America, Capital One, Chase Bank, Crews and Associates, Union Bank and several other financial institutions. Ameresco has a deep capital markets team and is constantly sourcing new lending and investing relationships with some of the largest international investment banks and institutional investors in the world.

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Ameresco is a strong, proven project sponsor. With 2019 revenues of $867 million and a total project backlog exceeding $2.3 billion, Ameresco is a leading independent energy services companies in the United States providing comprehensive energy efficiency and renewable energy solutions for facilities throughout North America and the United Kingdom. For the year 2019, Ameresco had total assets of approximately $1.37 billion, cash in excess of $30 million and an $180 million credit facility.

$200M worth of current asset financings. We have 255 MW of operating energy assets on our balance sheet, including over **130 MW of solar across 87 projects** and 20 MWh of battery storage. These assets are backed by over $200M of non-recourse project financing and approximately $300M of Ameresco Equity.

Ameresco's most recent annual report can be found here:
https://www.sec.gov/Archives/edgar/data/1488139/000148813920000014/amrc1231201910-k.htm

Ameresco's preferred solar and storage financier Huntington National Banks's annual report can be found here: http://www.huntington-ir.com/fin/10k/hban10K19.pdf

Firm Funding Commitments

Committed facilities in place, access to many others. Ameresco has a $150M committed master sale leaseback facility with Huntington National Bank for solar and storage assets. We have also executed bespoke project finance deals with some of the world's largest lenders and institutional investors. Ameresco expects to provide 100% of the required project equity.

While no project can be committed by a lender without full credit approval and diligence, we have 100% confidence that we will be able to source an efficient and cost-effective financing.

B.3: In-House Structured Financing Team

Ameresco's **in-house structured financing team** matches project requirements with capital and debt markets. The team consists of dedicated professionals, supported by a traditional finance team of accountants, analysts, shared services staff and a corporate controller. Our structured finance team has raised more than $3.5 billion for our renewable energy and energy efficiency projects. Please see **Table B.1** for biographies of Ameresco's In-House Financing team members involved in this project.

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Table B.1: Ameresco's Finance Team Member Biographies

Team Member	Biography
Spencer D. Hole, Chief Financial Officer, Senior Vice President	Mr. Doran Hole is responsible for managing the overall finance and accounting functions, including investor relations, structured finance, and financial analysis at Ameresco. He has more than 20 years of experience in finance, delivering executive leadership to create and drive operations and investor strategy while balancing efficiency and growth in the renewable industry. His expertise in accounting, tax, and international business has enabled him to establish strong credibility with equity analysts. With a focus on renewable energy, transportation, and infrastructure assets, Mr. Hole has overseen investment banking and global business strategy. He is a CFA charter holder and Certified Public Accountant. He is a member of the Association for Investment Management and Research (AIMR), the New York Society of Security Analysts (NYSSA), and the American Institute of Certified Public Accountants (AICPA).
Joshua Baribeau, Vice President Finance & Corporate Treasury	Mr. Baribeau is responsible for structured finance and corporate treasury functions at Ameresco. Previously he was responsible for new business development initiatives, corporate strategy and market analysis within Ameresco's PV Grid-Tie group. He came to Ameresco with over a decade of finance and market research experience, specializing in Solar, LED/Lighting and industrial technology at top-tier financial firms and investment banks. Mr. Baribeau has published over 50 comprehensive research reports and helped raise over $1.7 billion for clients in the energy efficiency and renewable technology sectors.
Mark Chiplock, Vice President & Chief Accounting Officer	Mr. Chiplock oversees all of Ameresco's finance, accounting, financial analysis, planning, mergers and acquisitions, internal audit, and tax areas. He works closely with other Ameresco executives and its operating divisions on a variety of organizational, development, and strategic issues. Additional responsibilities include investor relations and structured finance. Mark provides leadership for his staff worldwide and oversees all aspects of global accounting operations, FP&A and external financial reporting. He manages all efforts related to the general ledger, A/R and A/P, tax, revenue recognition, monthly closing process, business systems and SOX compliance.
James Koulovatos, Vice President - Finance	Mr. Koulovatos directs the company's finance team with respect to project finance and structuring functions including financial analytics and modeling, deal structure development, contract review and negotiations, and risk identification and management strategies. He has over fifteen years of experience in structuring and financing energy projects, and over fifteen years in accounting and finance, with specific expertise related to Statement of Financial Accounting Standards No 140. Mr. Koulovatos has extensive experience working with Federal, State and local governments, Schools, Public Housing Authorities, Utility, Industrial and Commercial clients. Mr. Koulovatos and his staff develop, evaluate, and document project financing options including non-recourse loans, tax-exempt leases, capital and operating leases, power purchase agreements, and services agreements. He has financed over $1.5 billion in projects. $300 million of these were renewable projects or included renewable technologies.

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Team Member	Biography
Frank Shaw, Investment Analyst	Mr. Shaw is an Investment Analyst for Ameresco. He previously worked in economic research and corporate finance at Fannie Mae, before attending business school at the Yale School of Management, graduating with an Masters in Business Administration in May 2020. Mr. Shaw also has a Bachelor's degree in Economics from Yale University.
Chris Boucard, Financial Compliance Analyst	Mr. Boucard is responsible for ensuring compliance with all financial and regulatory reporting requirements for Ameresco's portfolio of Energy Assets. This includes updating operating reports, drafting withdrawal certificates, preparing financial statements, and monitoring debt service coverage ratios. Mr. Boucard came to Ameresco with almost 10 years of experience in audit and compliance-like roles. These prior roles involved enhancing business processes to increase efficiency and accuracy as well as ensuring compliance with company policy.

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Section C: Past Project Development

A project development track record that includes a minimum of five solar projects (>2 mW AC) is required including relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects in the past two years should be included with sufficient information that will allow TOL to understand the developers' nature, disposition, size, and status.

Ameresco has completed **527** solar PV projects across North America and the United Kingdom totaling **275 MW**. In addition, we have another **167 MW** of projects in construction and **189 MW** awarded. Please see **Table C.1** for a summary of Ameresco's solar PV projects developed by region.

Table C.1: Ameresco's Solar PV Projects Developed by Region

Ameresco's Regions	Completed (kW-DC)	Completed (Number of Installations)	In Construction (kW-DC)	Awarded (kW-DC)
Ameresco Solar (Off-Grid USA)	2,543	7	0	0
Canada	6,318	55	0	0
East USA	123,982	154	80,020	72,868
Federal USA	45,701	21	50,411	1,100
Midwest USA	0	0	0	11,368
United Kingdom (UK)	772	22	1,020	6,033
West USA	96,404	268	36,213	98,418
Subtotal	**275,720**	**527**	**167,664**	**189,787**
Total Completed and In Construction (kW-DC)	**443,384**			

Local Experience

Local to the State of Maine, Ameresco developed and installed a 475 kW roof mounted solar PV system on the parking garage at the Portland International Jetport. Please see additional project details on the following page.

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Portland International Jetport

Portland, Maine

Contact Information	Paul H. Bradbury, P.E., Airport Director 1001 Westbrook Street, Portland, ME 04102 phb@portlandmaine.gov 207-756-8029
System Type	Roof Mounted
Project Size	475 kW DC
Projected Annual Electricity Generation	524,000 kWh
Completed on Schedule and on Budget	Yes
Start and Completion Dates	June 2018 – September 2018
Financial Structure	EPC
Still Operational	Yes

Ameresco developed and installed a 475 kW DC solar PV canopy system on the upper-level parking garage at the Portland International Jetport. The project is believed to be largest roof mounted PV array in Maine. This system, covering 29,300 square feet, consists of 1,398 PV panels and produces 524,000 kWh of clean, renewable electricity per year. This represents more than half of the garage and rental car facility electric consumption, saving approximately $86,000 annually in electricity expenses. Under the EPC structure, the Jetport owns and is responsible for operations and maintenance of the system.

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C.1: Reference Projects

Ameresco's solar project references including relevant contact information of the clients that can be used for references include:

1. Blue Cross Blue Shield of Massachusetts, Mendon & Hopedale, MA
2. New Hampshire Electric Cooperative (NHEC), Moultonborough, NH
3. City of Northampton, MA
4. Charge Pond Road & Route 25, Wareham Community Solar, MA
5. Crystal Springs Road, Mattapoisett Community Solar, MA

Project details and contact information are provided on the following pages.

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Blue Cross Blue Shield of Massachusetts

Mendon & Hopedale, Massachusetts

Contact Information	Monica Nakielski, Director of Sustainability & Environmental Health 101 Huntington Avenue, Ste 1300, Boston, MA 02199 Monica.Nakielski@bcbsma.com 617-246-5000
System Type	Ground Mounted
Project Size	6.9 MW DC
Projected Annual Electricity Generation	25,725 MWh
Completed on Schedule and on Budget	Yes
Start and Completion Dates	August 2016 – May 2017
Financial Structure	Community Solar
Still Operational	Yes

Five community solar farms enable Blue Cross Blue Shield of Massachusetts and residents and businesses in the Blackstone Valley and throughout National Grid territory of Southeastern MA to lower their electricity costs and help reduce carbon emissions. The solar projects, owned by Ameresco, comprise a total of approximately 6.9 MW of renewable power. Blue Cross, the anchor off-taker for these projects, entered a long-term agreement to purchase 2.6 MW of net metering credits that will be produced from the arrays. The remaining approximately 70% of each project is sold to local residents, small businesses, and not-for-profits as community solar.

These projects have helped work towards sustainability goals for Blue Cross and the state of MA. Benefits of the projects include:

- Electricity bill reductions for 200 local residents and small businesses
- Accessibility to local clean energy throughout Southeastern MA
- 13% increase in power generated by community solar projects in MA
- Reduce MA carbon emissions by 6,300 metric tons; the equivalent of taking 1,328 cars off the road

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New Hampshire Electric Cooperative (NHEC)

Moultonborough, New Hampshire

Contact Information	Gary S. Lemay, P.E., Renewable Energy Engineer 579 Tenney Mountain Hwy, Plymouth, NH 03264-3164 lemayg@nhec.com 603-536-8828
System Type	Ground Mounted
Project Size	2,592 kW DC
Projected Annual Electricity Generation	3.1 million kWh
Completed on Schedule and on Budget	Yes
Start and Completion Dates	May 2017 – December 2017
Financial Structure	EPC
Still Operational	Yes

New Hampshire Electric Cooperative (NHEC) hired Ameresco to develop and install what was, at the time, one of New Hampshire's largest solar photovoltaic (PV) arrays. The project contains 7,200 solar panels across 12 acres. Ameresco supplied EPC services and project management, including procurement of modules, racking, and the latest in inverter technology.

This project produces 3.1 million kWh of electricity per year, enough to power approximately 600 homes. The contract was signed in May 2017 and construction commenced in September 2017 and was completed in December 2017.

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City of Northampton

Northampton, Massachusetts

Contact Information	Chris Mason 210 Main Street, Northampton, MA 01060 cmason@northamptonma.gov 413-587-1055
System Type	Ground Mounted Landfill
Project Size	3,322 kW DC
Projected Annual Electricity Generation	4.13 million kWh
Completed on Schedule and on Budget	Yes
Start and Completion Dates	August 2016 – November 2017
Financial Structure	PPA
Still Operational	Yes

Ameresco signed the City of Northampton, Massachusetts to beneficially reuse its landfill for a 3.32 MW DC solar PV project. The project has two parts: a ballasted solar PV system that sits on top of the landfill cap and a ground mounted system to the southern portion of the array. The facility employs 9,920 solar panels and went into commercial operation in November 2017.

Charge Pond Road & Route 25, Wareham Community Solar

Wareham, Massachusetts

Contact Information	Krisanne Sheedy, Executive Director, Fairhaven Housing Authority krisannemsheedy@comcast.net 508-993-1144
System Type	Ground Mounted
Project Size	10,200 kW DC
Completed on Schedule and on Budget	Yes
Completion Date	2018
Financial Structure	PPA, Community Solar
Still Operational	Yes

Ameresco constructed a 10.2 MW DC community solar farm in Wareham, MA. The ground mount system is made up of more than 32,000 modules. Under the PPA, the Town benefits from annual electricity generated from the facility in the form of net metering credits.

The site is comprised of a four-project assemblage located on abandoned bogs owned by local cranberry farmers. The projects provide stable income to the farmers and energy cost savings to four local housing authorities in surrounding communities. It consists of three forested parcels and one former sand pit. The sites are generally flat with sandy soils and a high-water table. An Eversource right of way bisects the assemblage and serves as the point of interconnection.

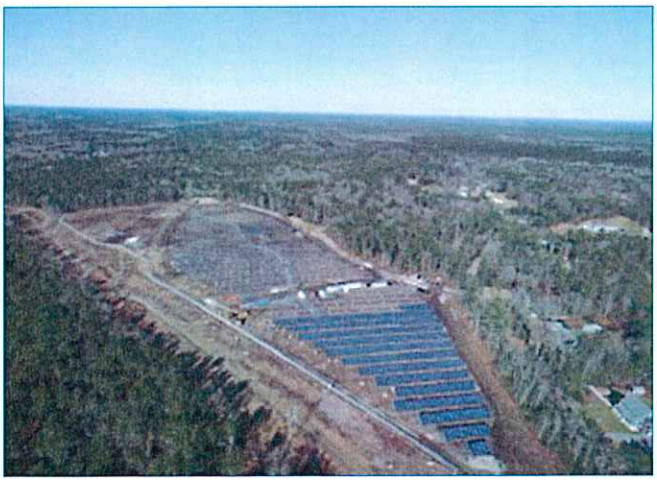
The project's complex interconnection and size required re-development of a retired distribution circuit, substation upgrades, and registration with ISO-NE as a Generator on their dispatch system with a dedicated Remote Terminal Unit (RTU) data acquisition and relay system. Ameresco's team worked closely with Eversource, the EPC contractor, the project developer, and ISO-NE to interconnect the project – bringing in a process which was initially anticipated to take over 24 months to under 14 months, achieving permission to operate within 2018. Following completion of substation work, the project has been operating successfully, providing support to the Mattapoisett, New Bedford, Fairhaven, and Kingston Housing Authorities.

Crystal Spring Road, Mattapoisett Community Solar

Mattapoisett, Massachusetts

Contact Information	Chris Plourde, Assistant Executive Director, Plymouth – Kingston – Duxbury Housing Authority cplourde@plymha.org 508-746-2105 Ext. 232
System Type	Ground Mounted
Project Size	6,000 kW DC
Completed on Schedule and on Budget	Yes
Completion Date	2018
Financial Structure	PPA, Community Solar
Still Operational	Yes

Ameresco constructed a 6.9 MW DC community solar farm in Mattapoisett, MA. The ground mount system is comprised of more than 16,000 modules. Under the PPA, the annual electricity generated from the facility will be used in the form of net metering credits to a local housing authority. The project site is comprised of 19 acres of generally flat, historically forested land. The site directly abuts an Eversource transmission corridor on the west, the Fin Fur & Feather club to the north, forested land to the east, and residential dwellings to the south. The ground conditions are dry, well-drained, and rocky.



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C.2: Awarded Projects

Please see **Table C.2** on the following pages for solar PV projects on the East Coast awarded to Ameresco in the past two years. The awarded projects include in development and completed projects. We have many more awarded projects in other U.S. regions and the UK which are not included in the table but available upon request.

Table C.2: Solar PV Projects Awarded to Ameresco Eastern Region in the Past Two Years

Project	Size (kW DC)	State	Client Type	COD (m-yy)	Installation Type
In Development (In Construction & Awarded)					
Natick Phase V - Middle School/Fire Station	648	MA	Municipality	TBD	Roof Mount, Parking Canopy
Town of Derry	1,351	NH	Municipality	TBD	Landfill
Bank of America - Hillsborough (Tampa)	13.6	FL	Private	TBD	Roof Mount
Bank of America – Hialeah (Miami Springs)	13.6	FL	Private	TBD	Roof Mount
Bank of America - Ballantyne (Charlotte)	20.0	NC	Private	TBD	Roof Mount
Bank of America - Woodbridge ATM	0.8	VA	Private	TBD	Roof Mount
Bank of America - North Fort Myers	50.2	FL	Private	TBD	Roof Mount
Bank of America - Port St. Lucie West	82.9	FL	Private	TBD	Roof Mount
Bank of America - Roswell	64.9	GA	Private	TBD	Roof Mount
Bank of America – Wakefield (Raleigh)	46.9	NC	Private	TBD	Roof Mount
Bank of America - Cordova	31.3	TN	Private	TBD	Roof Mount
Bank of America - 1BAC (Charlotte)	191.2	NC	Private	TBD	Roof Mount
Bank of America - 401 N Tryon (Charlotte)	124.4	NC	Private	TBD	Roof Mount
Bank of America - East Hartford	28.0	CT	Private	TBD	Roof Mount
Bank of America - Sudbrook (Baltimore)	16.8	MD	Private	TBD	Roof Mount
Bank of America - Fort Lee Main	10.4	NJ	Private	TBD	Roof Mount
Bank of America - Washington Park	44.4	RI	Private	TBD	Roof Mount
New York Office of Mental Health	693	NY	State Government	TBD	Ground Mount
IBM Community Solar	5,430	NY	Community Solar	TBD	Parking Canopy
New Milford (Candlewood)	24,200	CT	Utility	Sep-21	Ground Mount
City of Gloversville	6,593	NY	Municipality	Jun-21	Landfill
NYL (New York Life) Investors	2,238	MA	Commercial	Feb-21	Roof Mount

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Project	Size (kW DC)	State	Client Type	COD (m-yy)	Installation Type
DCWater - Solar (Blue Plains) Phase 1	4,397	DC	Utility	Dec-20	Roof Mount, Parking Canopy, Ground Mount
NYPA DOCCS Correctional Facilities	45,000	NY	State	Dec-20	Ground Mount
Town of Hamilton	930	MA	Municipality	Nov-20	Landfill
Town of Wellfleet	910	MA	Municipality	Nov-20	Landfill
Town of Carlisle	660	MA	Municipality	Nov-20	Parking Canopy
Erving - French King	6,861	MA	Municipality	Sep-20	Ground Mount
Boston Properties Carnegie Center	5,270	NJ	Commercial	Sep-20	Parking Canopy
Town of Lexington Solar/BESS	2,589	MA	Municipality	Sep-20	Roof Mount, Parking Canopy, Ground Mount
Philips Farm (East Fishkill)	6,590	NY	Community Solar	Aug-20	Ground Mount
Town of Smithfield	5,000	RI	Municipality	Jul-20	Ground Mount
Rhode Island State Agency	4,800	RI	State Government	Jul-20	Ground Mount
North Kingstown	2,530	RI	Municipality	Jul-20	Ground Mount
Newton Phase III-PPA	1,390	MA	Municipality	Jul-20	Roof Mount, Parking Canopy, Ground Mount
Town of Westerly	8,720	RI	Municipality	Jul-20	Ground Mount
Cumberland	5,591	RI	n/a	Jul-20	Ground Mount
RMR Group	233	MA	Private	Jul-20	Roof Mount
Town of Hampden	5,141	MA	Municipality	Jun-20	Landfill
Fidelity - Smithfield	3,033	RI	Private	Feb-20	Ground Mount
Frederick County & Northeast Maryland Waste Disposal Authority	1,350	MD	County	Jan-20	Ground Mount
In Development Total kW DC	**152,240**				
Completed					
BJ's Quincy	435	MA	Commercial	Aug-20	Roof Mount
Westtown H Community	2,757	NY	Community Solar	Jul-20	Ground Mount
Walden C Community	2,696	NY	Community Solar	Jun-20	Ground Mount
Medusa A Community	2,696	NY	Community Solar	Jun-20	Ground Mount
Newton Phase III-PPA	243	MA	Municipality	Jun-20	Roof Mount
BJ's Plymouth	925	MA	Commercial	May-20	Roof Mount

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Project	Size (kW DC)	State	Client Type	COD (m-yy)	Installation Type
Natick High School Canopies	971	MA	K-12	May-20	Parking Canopy
Middletown C Community	2,765	NY	Community Solar	Mar-20	Ground Mount
Middletown D Community	1,120	NY	Community Solar	Mar-20	Ground Mount
BJ's Derby	391	CT	Commercial	Feb-20	Roof Mount
Westerlo A Community	2,757	NY	Community Solar	Jan-20	Ground Mount
Eversource Group 2 EPC - Hampden	4,885	MA	Utility	Dec-19	Ground Mount
Otter River Road (Gardner)	3,285	MA	Utility	Oct-19	Ground Mount
Town of Westport	622	MA	Municipality	Aug-19	Landfill
Bloomfield	2,000	CT	K-12	Aug-19	Ground Mount
Millbury Community	1,409	MA	Private	Jun-19	Ground Mount
Completed Total kW DC	**29,957**				

Please see **Table C.3** for a list of additional projects awarded to Ameresco in the past two years. These include Energy Savings Performance Contracts (ESPC), Combined Heat and Power, Solar and Microgrid projects.

Table C.3: Additional Projects Awarded to Ameresco Eastern Region in the Past Two Years

Project Name	Project Type	Award Date
NYCHA	EPC A2-C	August 31, 2018
Town of Millbury, MA	Solar	2018
Town of Dudley, MA	Solar	2018
Town of Wolcott, CT	ESPC & Solar	June 5, 2019
RWJ-Barnabas Health - NBI	Combined Heat & Power	July 15, 2019
Bank of America Phase II	Solar	September 15, 2019
McKinleyville CSD	Microgrid	October 15, 2019
Town of Southeast, NY	Solar	2020
Montgomery County, MD (Oaks landfill)	Solar	2020
Anne Arundel, MD (Glen Bernie landfill)	Solar	2020

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Section D: Schedule

Respondents must include a proposed project development schedule. Schedules should present milestone dates which reflect an understanding of the local permits and approvals required. Local understanding will be considered in selection.

Please refer to **Table D.1** below for Ameresco's proposed project development schedule.

Table D.1: Proposed Project Development Schedule

Milestone	Milestone Date
Impact Study Results	October 2020
Start Permitting	October 2020
Interconnection Service Agreement*	January 2021
Complete Permitting	May 2021
Notice to Proceed	June 2021
Equipment Procurement	June 2021
Commencement of Construction	July 2021
Mechanical Completion	November 2021
Commissioning and Testing	December 2021
Commercial Operation Date*	December 2021
Net Energy Billing Certificate Completion	December 2021

**Interconnection and final completion are subject to work performed by Central Maine Power (CMP). We consider these dates reasonable assumptions as to when CMP will complete its interconnection work.*

D.1: Permitting Experience

Ameresco has worked extensively with State and local regulatory authorities to develop and construct solar PV projects. To obtain all required permits, Ameresco works with local planning boards, conservation commissions and state agencies.

Ameresco frequently meets and interacts with State and local regulatory authorities to ensure minimum impacts and positive contributions to the communities surrounding the projects. Ameresco's development managers and their environment consultants ensure that projects are developed and constructed with minimal environmental impact and in accordance with all applicable authorities having jurisdiction.

For the Lewiston, ME solar project, Ameresco is either in the process of obtaining or anticipates obtaining the following local and State permitting approvals:

- MEDEP Stormwater Management Rule (06-096 CMR 500)
- MEDEP NRPA Permit by Rule (06-096 CMR 305)

- City of Lewiston Planning Board approval (site plan review application)
- MEDEP Site Location of Development Law (includes Maine Department of Inland Fisheries and Wildlife, Maine Natural Areas Program, Maine Historic Preservation Commission, Federal Aviation Administration, Maine tribal entities: Houlton Band of Maliseets, Aroostoc Band of Micmacs, Passamaquoddy Tribe and Penobscot Indian Nation.
- USACE Notice/Permit
- MEDEP Construction General Permit

Section E: Pricing & Contract

NEB credit agreement must demonstrate a cost savings and have no upfront cost. A sample contract must be included.

E.1: Pricing

Table E.1: Pricing Options

Ameresco NEB Credit Offers	
Rate Escalation (%)	1.5%
Credit Purchase Rate ($/kWh)	0.08499
Year 1 Discount to the Town NEB Credit Rate (%)	31%
Town of Lisbon Year 1 Savings	$69,200

Ameresco calculated the proposed electricity prices and expected savings based on incentives, as known, at the date of this proposal as well as other assumptions. If the incentives and assumptions change prior to contract execution, the pricing will be adjusted accordingly. Our assumptions at this time are shown in the following table.

Table E.2: Solar Pricing Assumptions Table

Pricing Assumptions	
PPA Term	20 years
System Design	Final system design, configuration, and equipment selection will be confirmed and approved during the interconnection and local approval process. It is possible that the final system size and therefore the offer price may change because utility requirements or other factors.
Wage Rates	Assumes electricians will install the racking and modules. Other wage rates will be non-prevailing.
Interconnection	Assumes $525,000 for interconnection upgrade costs. Pricing will be adjusted in line with interconnection upgrade costs prior to contract execution.
State Incentives	Assumes this project will participate in Net Energy Billing.
Investment Tax Credit	ITC of 26%
Module Degradation Factor	0.5% annually, consistent with reports from the National Renewable Energy Laboratory (NREL).
Sales Tax on Equipment	Assumes no sales tax per M.R.S §1760
Personal Property Tax	Assumes no property tax based on Public Law Chapter 440 L.D. 1430, exempting solar projects from property tax.
Financing	Subject to credit review of counterparty legal entity

**Ameresco reserves the right to provide CMP Net Energy Billing credits from an alternative project should Taylor Hill Road Solar encounter unforeseen challenges prior to completion.*

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E.2: Sample Contract

Ameresco's sample contract is provided on the following pages.

NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement ("***Agreement***") is entered into as of _____, 2019 (the ***"Effective Date"***) and is by and between _____ as a seller (collectively, the "***Seller***"), and the _____, a ("***Buyer***"). In this Agreement, Sellers and Buyer are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain one or more Distributed Generation Resource(s) (such facilities, collectively, the "***Distributed Generation Resources***");

WHEREAS, the Distributed Generation Resources are each expected to qualify for Net Energy Billing pursuant 35-A MRSA 3209-A and to the Net Energy Billing Regulations to be promulgated by the Maine Public Utilities Commission ("MPUC") and will, therefore, generate Net Energy Billing Credits for each excess kilowatt hour of electricity generated by the Distributed Generation Resources; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Sellers, the Net Energy Billing Credits generated by the Distributed Generating Resources during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Affiliate" means, with respect to any Person, such Person's general partner or manager, or any other Person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"Agreement" means this Net Energy Credits Billing Agreement, including all Exhibits and attachments hereto.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resources, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

"***Bankrupt***" means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"***Business Day***" means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

"***Commercial Operations Date***" means the date on which each Distributed Generating Resource generates electric energy on a commercial basis, and the interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

"***Confidential Information***" means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as "confidential" by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to

disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any "public records" or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

"*Distributed Generation Resource*" or "*System*" means the _____ individual solar (PV) power electrical generation facilities, to be constructed owned, operated and maintained by Seller, with specifications for an aggregate nameplate capacity of approximately _____ MW (DC), each of which qualifies for Net Energy Billing, together with all appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, all to be located in _____, Maine, as described in Exhibit C, attached hereto.

"*Energy*" means the amount of electricity either used or generated by the Distributed Generation Resource over a period of time as metered in whole kilowatt-hours (kWh) at the LDC Metering Device.

"Environmental Attributes" means the characteristics of electric power generation by the System that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the System or the energy produced by the System including but not limited to all environmental attributes or renewable energy credits, including carbon trading credits, or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, environmental and other attributes that differentiate the System or energy produced by the System from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or mercury, or other base or chemical, soot particulate matter or other substances attributable to the System or the compliance of the System or energy with the law, rules and standards of the United Nations Framework convention on Climate Changes or the Kyoto Protocol or the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator of any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights. Environmental Attributes does not include Environmental Incentives.

"***Environmental Incentives***" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or "tipping fees" that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under Applicable Legal Requirements attributable to the Systems or Energy, and all reporting rights with respect to such incentives.

*"**Events of Default**"* has the meaning set forth in Section 7.1.

"***Force Majeure***" means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; quarantine, landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

"***Generation Contingent***" means that each Seller's failure to deliver is excused if the Distributed Generation Resources for any reason do not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Sellers shall not be liable to Buyer for any damages.

"***Governmental Authority***" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Energy Billing Credits.

"Interconnection Agreement" shall mean the Interconnection Service Agreement(s) entered into with local electric distribution company, each of which authorizes the interconnection of the respective Distributed Generation Resource with the local electric distribution system, which confirms the eligibility of each Distributed Generation Resource for net energy billing, and which the manner in which Net Energy Billing Credits shall be allocated.

"***Interest Rate***" means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus one (1) percentage points, or (ii) the maximum rate permitted by Applicable Legal Requirements. In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Buyer and reasonably acceptable to Seller. The Interest Rate hereunder shall change on the first

day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due.

"***LDC***" means the local electric distribution company.

"***Lender***" means the entity or person(s) providing financing to Seller in connection with the Distributed Generation Resources.

"Net Energy Billing" shall have the meaning set forth in 35-A MRSA §3209-B (1) (D) and as set forth in MPUC rules.

"Net Energy Billing Credits" means those bill credits as set forth in 35-A MRSA §3209-B (5) and as set forth in MPUC rules.

"***Net Energy Billing Regulations***" are the Maine net energy billing statute, 35-A MRSA §3209-B and the Maine net energy billing regulations, as each may be amended from time to time.

"***Premises***" has the meaning set forth in Exhibit C.

"***System***" means the Distributed Generation Resource.

"***Tariff***" means the LDC's tariff for interconnection for Distributed Generation Resources and Net Energy Billing services, as approved by the MPUC, together with any subsequent amendments and approvals thereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resources or the output generated by the Distributed Generation Resources (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the "***Term***") shall commence on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the latest Commercial Operations Date (the "***Termination Date***"), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Seller's Early Termination Rights. Seller may terminate this Agreement at any time before the Commercial Operation Date upon ten (10) days written notice to Buyer for the reasons specified below; such termination shall not be considered a termination for default and neither party shall have any further obligation hereunder after termination:

(i) There exist site conditions at the Premises (including environmental site conditions) or construction requirements which, despite Seller's examination of the Premises before execution of this Agreement, were not known as of the Effective Date, and which will substantially increase the cost of the construction of the System;

(ii) Seller is unable, through no fault of its own and despite its diligent efforts, to obtain all Governmental Approvals, interconnection agreements and any related permits and approvals of any Governmental Authority or from the LDC for installation and operation of the System and for the sale and delivery of Net Energy Billing Credits to Buyer, on the terms and conditions contemplated by the terms of this Agreement and acceptable to Seller;

(iii) Seller exercises its right to early termination pursuant to the Lease for the Premises due to discovery of any title defect, encumbrance, restriction or other lien that will materially impair or adversely affect Seller's permitted uses under the lease;

(iv) Seller is unable, through no fault of its own and despite its diligent efforts, to obtain qualify the System under the Tariff;

(vii) the LDC requires material changes in plans and/or specifications to the System or the interconnection of the System which requires additional, material costs or fees deemed unreasonable by Seller.

Seller shall give Buyer at least thirty (30) days advance written notice of its intent to terminate this Agreement due to any of the foregoing conditions. In the event a Party terminates this Agreement, the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof. Seller shall promptly notify Buyer in writing when the foregoing conditions are met.

ARTICLE III
FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to each Distributed Generation Resource and all generation capacity credits, all Environmental Attributes, Environmental Incentives and Tax Attributes produced or associated with each Distributed Generation Resource shall be with the Seller. The Parties intend that Seller shall be the legal and beneficial owner of the Systems, which will at all times retain the legal status of personal property of Seller as defined under Article 9 of the Uniform Commercial Code. The Systems will not attach to or be deemed a part of, or a fixture to, the Premises notwithstanding the manner in which the Systems are or may be affixed to real property of Buyer. Buyer shall not directly create any Lien attributable to Buyer on the System, and if there shall nonetheless be such a Lien, Buyer hereby agrees that it shall, at its expense, cause the same to be duly discharged and removed within thirty days of notice of such lien.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when each Distributed Generation Resource has achieved the Commercial Operations Date.

3.3 Seller's Operation of Facilities. Seller shall install, operate and maintain each Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all equipment manufacturers' guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Seller's installation, operation and maintenance of the Distributed Generation Resources in material accordance with such standards.

3.4 Seller's Obligation To Maintain Facilities; Insurance. Seller shall maintain the Distributed Generation Resources and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resources if damaged, or in an amount as required by a Lender, at Seller's discretion.

ARTICLE IV
PURCHASE AND SALE OF NET ENERGY BILLING CREDITS

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller's right, title and interest to _____% of the Net Energy Billing Credits and Environmental Attributes generated by the Distributed Generation Resource, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description. Seller's obligations under this Section 4.1 are Generation Contingent.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts", attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month after the Net Energy Billing Credits are generated by the Distributed Generation Resources.

4.3 Payment. The payment that Buyer shall make to Seller for the Net Energy Billing Credits allocated by Sellers to Buyer (the ***"Payment"***) shall be determined by multiplying the rate per KWh set forth in Exhibit B, attached hereto and incorporated herein, by the KWhs generated and delivered to the grid by the Distributed Generation Resources that are included in the calculation of the Net Energy Billing Credits allocated to Buyer's customer account(s).

4.4 Buyer's Purchase Contingent on Allocation of Credits by LDC. The Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller is contingent upon and subject to the LDC's acceptance of and allocation of such Net Energy Billing Credits to Buyer's customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Energy Billing Credits to Buyer's customer accounts, Buyer's obligation to purchase

such Net Energy Billing Credits shall terminate, and Seller shall promptly refund to Buyer the Payment by Buyer for any such Net Energy Billing Credits which the LDC refused to credit to Buyer's customer accounts.

4.5 Title To Net Energy Billing Credits. Title to the Net Energy Billing Credits will pass from Seller to Buyer upon allocation to Buyer's customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Energy Billing Credits to Buyer.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V
PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall provide Buyer with an invoice for the Net Energy Billing Credits allocated to Buyer's designated account(s) during the prior monthly LDC billing cycle (the "***Invoice***"). The Invoice shall be based on the actual Net Energy Billing Credits that appear in the Buyer's LDC bill(s) for the designated account(s). Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Any payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, at Buyer's request,

such request to not occur more than annually, provide documentation of the amount of electricity generated by the Distributed Generation Resources and/or the calculation of the Net Energy Billing Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Parties of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually receive by Sellers. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section 5, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI
OBLIGATIONS OF THE PARTIES

6.1 Net Energy Billing.

a. Each Party's obligations under this Agreement are subject to each Distributed Generation Resource qualifying for Net Energy Billing, subject to the provisions of 35-A MRSA §3209-B and the MPUC's Net Energy Billing Regulations.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to be eligible for and participate in Net Energy Billing.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Parties and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Energy Billing and ensure that the Distributed Generation Resources are eligible for Net Energy Billing.

d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the affected Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller's Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be

required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company.

b. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

c. Disclaimer Regarding Alternative On-Bill Credits. Seller makes no representations or warranties during the Term of this Agreement regarding the value of any Net Energy Bill Credit, any savings that may be realized by Buyer. Without limiting the foregoing, the Parties acknowledge that: (i) Net Energy Bill Credits that accrue to the System will be allocated to Buyer's Designation of Customer Accounts denominated in dollar amounts and not in kilowatt-hours; (ii) in any given billing period, the value of Buyer's Designation of Customer Accounts awarded by the LDC will depend on the LDC's tariffs in effect during the applicable period and the manner in which such tariffs apply to the System, that such tariffs may increase or decrease from time to time during the Term, and that the manner in which such tariffs apply to the System may change based on such factors as changes in the System's rate classification; (iii) changes to the LDC's tariffs that effect the value of Buyer's Designation of Customer Accounts purchased by Buyer may not equal future rate changes affecting the Buyer's Designation of Customer Accounts or the total amount owed by Buyer to the LDC or Seller; and (iv) Buyer's Designation of Customer Accounts are based on solar electricity production that varies monthly throughout the year, therefore the amount of Buyer's Designation of Customer Accounts received month to month may vary based on seasonal variations and other factors and may not align on a month to month basis with Buyer's Designation of Customer Accounts monthly usage or amount owed to LDC.

6.3 Buyer's Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and complete information regarding the actual cash value of any Net Energy Billing Credits that have been allocated to Buyer's customer account by the LDC.

c. No Resale of Energy. This Agreement is an agreement by Buyer to pay for a portion of the Energy delivered to the LDC as a means of facilitating the sale of Net Energy Billing Credits to Buyer. Nevertheless, to the extent that this Agreement is deemed to constitute an agreement for the purchase of Energy, the Energy purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Energy be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Tariff), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not

take any action which would cause Buyer or Seller to become a utility or public service company.

d. No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Premises or the System in any manner.

e. Sharing of LDC Documentation; Electronic Access to Target Buyer Accounts. Upon request of Seller, Buyer agrees to promptly deliver copies of statements received from the LDC for, as applicable, the Buyer's Designation of Customer Accounts. In addition, if available, Buyer shall (i) provide Seller with access to the utility data management accounts for the Buyer's Designation of Customer Accounts in order to access information regarding the Buyer's Designation of Customer Accounts, (ii) establish with the LDC internet access to the Buyer's Designation of Customer Accounts and (iii) provide Seller with username, password and other required logon information in order to access information made available by the LDC regarding the Buyer's Designation of Customer Accounts.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Parties as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of Maine.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further assert that Seller is not a "utility", as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive

and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII
TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. An "*Event of Default*" means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this Agreement, but only if such failure is not remedied within thirty (30) calendar days after receipt of written notice of the failure to make payment together with a copy of the invoice to which such payment relates;

(b) any representation or warranty made by such Party in this Agreement was false or misleading in any material respect when made, unless that representation or warranty was not intentionally false and misleading when made and may be cured without material, adverse affect on the non-defaulting Party;

(c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default under this Section 7.1), if such failure is capable of being remedied but is not remedied within thirty (30) calendar days after receipt of written notice from the non-defaulting Party, or if such a failure cannot be remedied within such period using commercially reasonable and diligent efforts, then within 60 calendar days after receipt of such written notice, or such longer period if and as the Parties may agree in writing; or

(d) such Party becomes Bankrupt.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure* event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing beyond applicable notice and cure periods, the other Party (the "*Non-Defaulting Party*") shall, without (except as otherwise provided in this Agreement) limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable law, but subject to the provisions of Article 10, have the right to any of the following: (a) by notice to the Defaulting Party, to designate a date, not earlier than twenty (20) Business Days after the date such notice is effective, as an early termination date ("*Early Termination Date*") of this Agreement; (b) to withhold any payments due to the Defaulting Party

under this Agreement; and (c) to suspend performance due to the Defaulting Party under this Agreement and (d) exercise all other rights and remedies available at law or in equity to the Non-Defaulting Party. In the event that the Non-Defaulting Party designates an Early Termination Date, this Agreement, will terminate as of the Early Termination Date. In the event this Agreement is terminated as a result of an Event of Default, (i) Sellers shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

8.4 Seller Rights Upon Termination for Default. For Seller, such damages upon termination may include, without limitation, (i) lost revenues in connection with any failure by Buyer to purchase Energy or Buyer's Designation of Customer Accounts from Seller hereunder in accordance with the terms hereof, (ii) lost revenues in connection with any inability of Seller to sell Environmental Attributes or Environmental Incentives associated with such Energy or the reduction in value of such Environmental Attributes or Environmental Incentives (iii) lost revenues in connection with the recapture or loss of Environmental Incentives (including without limitation loss of value the Tariff) and (iv) accelerated payments, fees, damages and penalties under Seller's financing agreements. Each Party agrees that it has a duty, under law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right to sell electricity (and/or associated Buyer's Designation of Customer Accounts) produced by the System to persons other than Buyer and recover from Buyer any loss in revenues resulting from such sales. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement.

8.5 Closeout Setoffs. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the Defaulting Party under this Agreement, any amounts due and owing to the Defaulting Party under this Agreement.

8.6 Remedies Cumulative. Except as otherwise expressly provided in the Agreement, the rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

8.7 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement, except to the extent that such Party's obligation to mitigate its damages requires that it do so. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party under the Agreement in respect of any of its obligations which arose prior to the Event of Default and remain outstanding after any such exercise of rights or remedies.

ARTICLE IX
LIMITATION OF LIABILITY

9.1 Limitation of Liability. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy and the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the obligor's liability will be limited to actual direct damages only, and such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. It is agreed by the Parties that damages set forth in Section 8.4 are considered to be direct damages. In no event shall either Party be liable to the other Party for punitive, exemplary or indirect damages. This Article 9 shall survive termination of this Agreement. If an Event of Default by Seller occurs without termination of this Agreement, Seller's liability to Buyer shall not exceed the aggregate dollar value of the most recent twelve (12) months of Net Energy Bill Credits.

9.2 Indemnification. Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resources or any individual component thereof except to the extent caused by the negligence or intentional misconduct of Buyer. To the fullest extent permitted by law, the Seller shall indemnify and hold harmless the Buyer and all of its officers, employees, boards, commissions, and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind ("Losses") from or to third parties which arise out of the performance of Seller's work, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent or intentional acts or omissions of the Seller, its employees, agents, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts Seller is legally liable. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Buyer, but the Seller's obligation to pay Losses shall be reduced in proportion to the percentage by which the Buyer's negligent or intentional acts, errors or omissions caused the Losses. The provisions of this section shall survive the expiration or earlier termination of the Agreement.

9.3 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X
ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Parties, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment by a Seller in connection with the financing of a Distributed Generation Resource. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) to one or more Affiliates of Seller, (ii) to any person succeeding to all or substantially all of the assets of Seller, (iii) to an entity that acquires the Project or, prior to the construction of the Project, the development rights thereto (each, a "Permitted Transfer"). In the event of any such assignment, Seller shall provide advance written notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of the Seller's rights and obligations under this Agreement. Buyer agrees to promptly execute any document reasonably requested in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. If such assignment is a full assignment of all of Seller's rights, and obligations under this Agreement, then Seller shall have no further liability arising under this Agreement after the effective date of the assignment. Subject to the foregoing restrictions on assignment, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Notwithstanding anything to the contrary herein, Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resources. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resources to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Distributed Generation Resources, or as collateral assignee of this Agreement, shall be

entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Sellers under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resources;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Sellers thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Sellers under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Distributed Generation Resources, pursuant to this Section 10.2 and which do not change or alter any material term of this Agreement.

ARTICLE XI
AMENDMENT FOR FINANCING

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Distributed Generation Resources, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed or operated in a commercially reasonable manner, then the terminating Party shall give all other Parties thirty (30) days prior written notice and this Agreement shall terminate as to that Distributed Generation Resource without further liability of the Seller owning that Distributed Generation Resource to the Buyer and of the Buyer to that particular Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller:

_____

_____

_____

_____

If to Buyer:

_____

_____

_____

_____

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

12.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law.

12.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the Superior Courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

12.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.7 Press Releases. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits. Each Party shall have the right to approve (with such approval not to be unreasonably withheld, conditioned or delayed) any publicity materials, press releases, or other public statements by another Party that refer to, or that describe, any aspect of this Agreement, or the sale or purchase of Net Energy Billing Credits. No such releases or other public statements (except for filings or other factual statements or releases as may be required by Applicable Legal Requirements) shall be made by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties, provided that such consent by Buyer may require the Parties to execute a separate trademark licensing agreement.

12.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.12 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.13 Survival. The provisions of Sections 4.1 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute), 8.3 (Termination for Default), 9.1(Remedies), 9.2 (Limitation of Liability), and 9.4 (Waivers), and Article 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement.

12.14 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.14 shall not limit the rights of a Lender pursuant to Section 10.2.

[*Signature page to follow.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

_____

By:_____
Name: _____
Title: _____

SELLER

_____

By:_____
Name:_____
Title:_____

List of Exhibits to Agreement

Exhibit A – Buyer's Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Projected Monthly Energy

Exhibit D – Distributed Generation Resource(s) description(s)

EXHIBIT A

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

EXHIBIT B
PRICE

Year	$/MWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

EXHIBIT C

PROJECTED MONTHLY ENERGY

Exhibit D

DISTRIBUTED GENERATION RESOURCE DESCRIPTION(S)

Project Size	[INSERT] MW DC
Service Territory	[Central Maine Power Company/Emera Maine]
Service Load Zone	Maine
Premises	
Project Coordinates	[INSERT], [INSERT]
Town	[INSERT], ME
Expected Generation (Year 1)	[INSERT]

Appendix 1: Monitoring System

To date, Ameresco, as system owner, has maintained nearly all of its solar PV projects with in-house personnel. Our maintenance staff works diligently to ensure that any concerns are addressed quickly to minimize any downtime of the systems. For each project, an Operations Project Manager will be assigned responsibility for all operations and maintenance activities required at that site in order to ensure that the systems continue operating as expected. Ameresco proposes to use Inaccess as the DAS for this project.

Ameresco can provide the Town with a turnkey monitoring system that can be integrated into the Town of Lisbon website by providing a link to our public dashboard on the website. For more information regarding integrating the monitoring system into the Town website, please see **Public Access to System Performance** in **Appendix 2: Solar PV Education and Public Outreach**.

Data Acquisition System (DAS)

Ameresco is solution agnostic, but most often uses Inaccess (https://www.inaccess.com/) hardware and software **to verify system performance**.

Established in 2000, Inaccess specializes in DAS monitoring, SCADA and control systems. The company manages over 10 GW of PV generation across 2,500 solar plants worldwide. Inaccess is one of the leading vendors of converged infrastructure monitoring platforms worldwide. Inaccess offers a secured centralized system for collection, storage, visualization, and post-processing to manage customers' renewable energy assets.

Figure 1.1 on the following page displays the Inaccess data monitoring sequence, from solar plant monitoring, data processing, and data management to user-friendly, public web access to the data.

Figure 1.1: Data Monitoring Sequence

The data acquisition system is composed of the following elements:

- **Electricity Meter:** Ameresco installs a revenue-grade electricity meter to measure the electricity generation from the solar PV array for billing purposes. We use industry-standard, quality-approved meters.
- **Weather Station:** We install a weather station to measure solar irradiance and panel temperature. This data is used by Ameresco to monitor actual electricity output against predicted output, adjusted by available sunlight.
- **Supervisory Control and Data Acquisition System (SCADA):** We also install a SCADA to control the solar plant and to record and monitor the fifteen-minute electricity data (kW and kKWh) and weather data. This data and the reports are available to the customer via the Internet.

The following figures show analysis tools available on the Unity platform.

Figure 1.2: Unity Platform Overview

Figure 1.3: Unity Platform Browser

Figure 1.4: Unity Platform Collections

Ameresco supplies real-time and web-based access to the production data and status of the projects while in operation. Reporting content and format is customized to meet our customer's preferences.

Using information from the data acquisition system, we compare the actual production of the solar PV system to the estimated PV system production to confirm that the system is operating as expected.

Ameresco records generation performance monthly and prepares bills for the customer reflecting the total electricity generated (kWh) and the applicable Power Purchase Agreement electricity (kWh) billing rate. This generation data matches the reported and verified electricity production delivered to the utility and can be viewed by our customers using a dashboard.

Daily Monitoring and Preventative Maintenance

To maintain systems at optimal operation, our team manages the following:

- **Inverter Warranties:** Ameresco enters into extended warranty programs, and contracts, or reserves inverter replacement costs with our bank, whichever option our bank requires. This approach provides our customers with long-term, worry-free service and assurance that the solar PV systems will be in continuous operation.
- **Responsiveness to service alerts and alarms:** For each project, Ameresco's assigned Operations Project Manager receives alerts, alarms, and reports from the data acquisition system (DAS), notifying the manager of any fault(s) or performance problems. When an alert from the DAS occurs, the Operation Project Manager assesses the cause and severity of the alert – dispatching, as required, service technicians or engineers to access the on-site problem and repair or replace equipment.
- **Annual maintenance:** The Operations Project Manager is also responsible for scheduling the annual evaluation and preventative maintenance of the solar PV system(s).

Appendix 2: Solar PV Education and Public Outreach

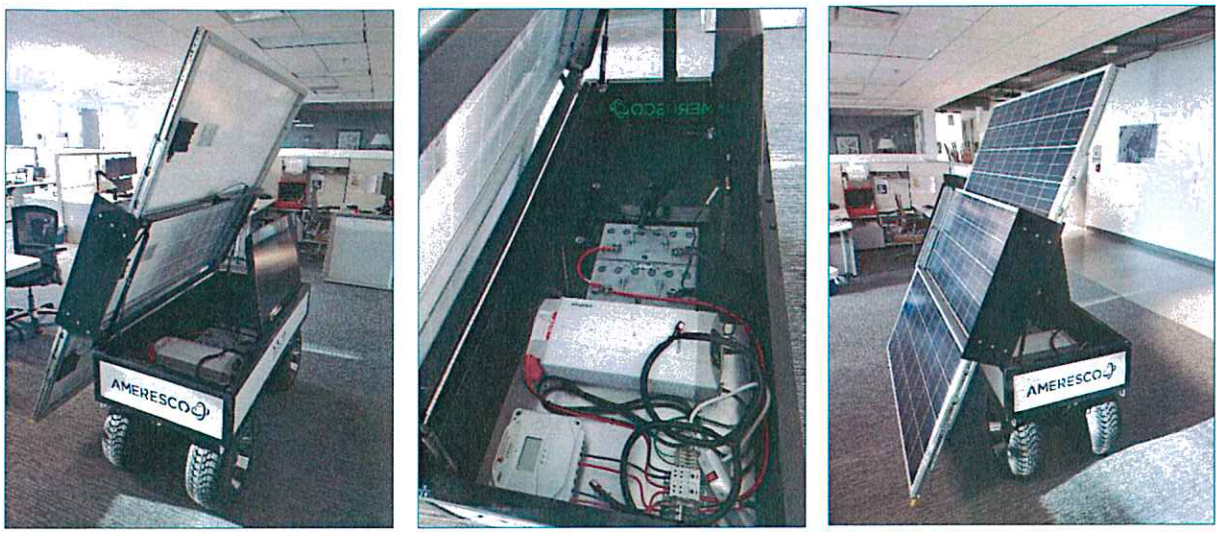
Ameresco offers a multi-component approach to using the solar PV project and its performance as an educational tool within the communities we serve.

1. **Solar Power Wagon:** a mini working solar model mounted on wheels that Ameresco has designed as a hands-on learning tool. The portable wagon can be integrated into curriculum appropriate for K-12 in schools and used at public outreach events for the community.
2. **Ameresco Solar Energy Curriculum (ASEC):** educators can teach students about renewable energy and relate solar with other class topics using the database of solar teaching materials for K-12 students, including lesson plans and topic summaries that we provide to our customers.
3. **Community Outreach:** throughout the project's different phases, Ameresco's diverse team members are happy to be examples of individuals working in the clean energy economy by participating in school or public events around the community.
4. **Public Access to System Performance:** project statistics are available to the public through our LCD monitor display to be installed in a school building lobby, classroom, town building or other site. Actual historical production data on the system can also be downloaded and accessed by anyone via the internet on any computer.

Solar Power Wagon

For our customers, Ameresco designed and built a solar power wagon as a hands-on learning tool. This portable wagon contains folding solar modules, an energy storage system and controls, AC outlets, and a TV showing actual project data. The wagon can be integrated into curriculum appropriate for K-12 in schools and used at public outreach events for the community.

The portable solar power wagon can be used anywhere with a standard AC outlet, such as classrooms and school and community events. Students, teachers and community members may view the solar project performance data on the wagon's TV. Please see photos of the Solar Power Wagon on the following page.



Ameresco's solar power wagon

The curriculum and solar power wagon were deployed at Hamilton Southeastern Schools in Indiana in Fall 2019. According to Dr. Allen Bourff, Superintendent of Hamilton Southeastern Schools,

> "*The curriculum Ameresco provided will help our teachers educate their students about the latest innovations in renewable energy technology and the importance of sustainability for the future of our environment.*"

Hamilton Southeastern Schools tweeted a photo showing the solar wagon at a school event and the curriculum in action, as shown below.

The solar power wagon was also deployed at the City of Costa Mesa, California's 3rd of July event. Community members learned about the solar installation and how solar power works.

Ameresco's solar power wagon at community events

Ameresco Solar Energy Curriculum

Ameresco has prepared and structured a Solar PV Educational Program. The goal of this program is to educate students about the environmental benefits of using renewable energy, the history of solar PV, the science behind the technology, and the theory used in system design. After acquiring this knowledge base, student will be better able to understand and analyze data from their system's data acquisition system (DAS).

The Ameresco Solar PV Educational Program is meant to provide teachers with a database of teaching materials which includes all the necessary background and technical information as well as a compilation of lesson plans. Lessons are categorized by grade level for elementary school, middle school, and high school to ensure that lessons are catered to the appropriate grade level. Teachers are free to pick and choose the topics and lessons that are appropriate for their class and need not use all the materials provided.

The curriculum consists of fifteen (15) Solar PV Topics meant to guide students through an understanding of solar PV from an introduction in renewable energy to the analysis of actual data. Each Solar PV Topic consists of "Topic Information" which contains the necessary background information needed to teach the topic and a set of lesson plans divided by grade level. All lesson plans were obtained from a variety of school districts and solar educational programs. The age and grade recommendations are given by the authors and may not be applicable to all students.

The relevancy of the topics discussed is far-reaching and extends past the subject of solar energy into every math, science, and social studies classroom. The topics of power, energy, thermodynamics, electronics, the scientific method, economics, and history are valuable to any student. As part of these lessons, students will be encouraged to pass on the information they learn to the public at town and school events and, of course, have fun!

Topic 1: Renewable Energy

The objective of this topic is to introduce students to renewable energy. Students will learn the terms "renewable" and "sustainable" and will be introduced to different forms of renewable energy.

Students will learn the environmental, economic, and societal reasons for promoting renewable energy and will also learn how renewable energy may be used in emergency situations such as natural disasters.

Topic 2: A History of Solar Photovoltaic Power

Students will be introduced to the main highlights in the history of solar PV power. They will learn that the history of solar PV dates back much further than the modern solar panels we know today. The information gives a summary of main points and students should be encouraged to research further on the topic.

Topic 3: Solar Photovoltaic (PV) Basics

The objective of this topic is to provide an introduction to the key terms used in the discussion of solar photovoltaic (PV) systems. Students will learn where the term "photovoltaic" originated and will learn the difference between solar thermal and solar photovoltaic. Students will learn the difference between "stand-alone" and "grid-tied" systems and will learn the key components of "grid-tied" systems, like the one installed on their school.

Topic 4: Electromagnetic Radiation

The objective of this topic is to introduce students to the electromagnetic radiation spectrum. The lesson will teach key terms used when discussing solar irradiation and discuss what may happen when solar radiation hits a solar panel.

Topic 5: Solar Irradiance

The objective of this topic is to describe the source of solar radiation and the several paths the radiation may take once it reaches the Earth's surface. This topic will also discuss the expected irradiance values for both direct and diffuse sunlight and how solar irradiance is measured.

Topic 6: The Earth's Path

The objective of this topic is to teach or refresh students on the science behind the Earth's rotation on its axis and revolution around this sun. Students will learn how these cosmic motions affect our planet's seasons as well as the length of our days and years. Students must understand these principles to understand the concepts of tilt and azimuth taught in future topics.

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Topic 7: The Sun's Angles

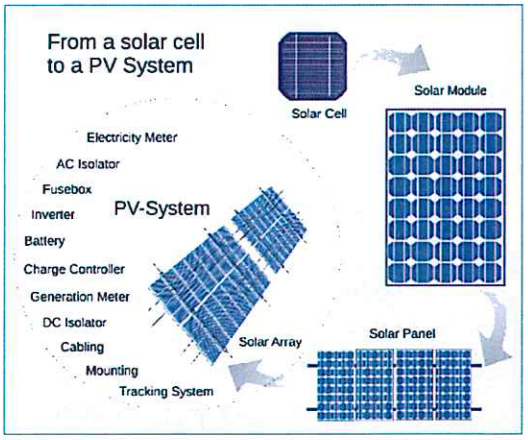
The objective of this topic is to teach students the different paths the sun takes in the sky from sunrise to sunset at different times of the year and in different geographical locations. These differences in paths derive directly from the Earth rotation and revolution. The Sun's location in the sky is used by solar engineers to determine how much a panel should be tilted and oriented to produce the most electricity.

Topic 8: The Photovoltaic Effect

The objective of this topic is to teach students about the photovoltaic effect: the scientific principle which dictates how semiconductor materials in solar cells convert solar energy to electricity.

Topic 9: Solar Cell Types

The objective of this topic is to teach students about the main classification of solar cells: crystalline and thin film. Students will learn that silicon is the most used material for solar cells as well as why naturally found silicon must be purified through manufacturing steps. Further discussion is given to the differences in processing methods between monocrystalline, polycrystalline, and thin film cells.



Topic 10: Electrical Basics in PV Wiring

The objective of this topic is to introduce students to some of the key electrical terms used in the design of solar PV systems such as current, voltage, power, watts, and kilowatt hours. Students will also learn the difference between panels in series and panels in parallel and how this affects the overall voltage and current of the system.

Topic 11: Cell Parameters and I-V Curves

The objective of this topic is to further describe the electrical parameters of solar cells through the discussion of the characteristic I-V (Current-Voltage) curves. Students will learn to identify points such as the photovoltaic current, the short circuit current, the open circuit voltage, and the maximum power point on curves of crystalline cells. These parameters are used to quantify the DC electrical performance of solar PV systems. Students will also learn more about the standard testing conditions for cells.

Topic 12: Factors Affecting Performance

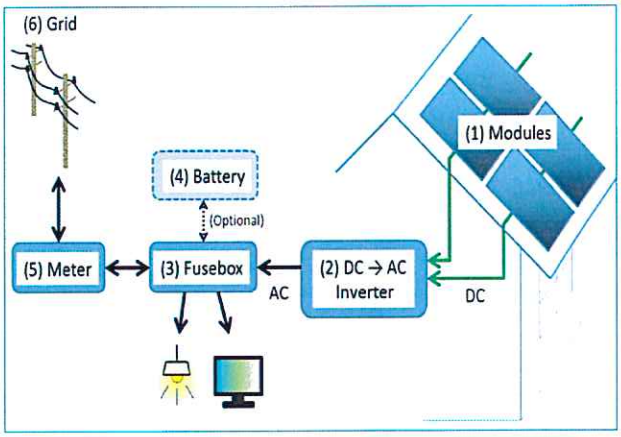
The objective of this topic is to teach students about the three main factors that affect the performance of solar PV systems: irradiance, temperature, and shading. Students will learn that current is dependent on irradiance and that voltage is dependent on temperature. Furthermore, students will learn the negative effects of panel or cell shading.

Topic 13: Inverters

The objective of this topic is to teach students about different types of inverters and how they convert DC to AC current. Students will learn the difference between stand-alone grid-tied inverters and how they interact with the building and electric utility grid. Students will learn how to size systems and inverters to meet the building's needs and key features to look for when deciding on the inverter to use.

Topic 14: Design Process

The objective of this topic is to teach students the process and procedures involved in designing a grid-tied solar PV system. Students will learn the differences between designs for proposals and construction as well as what must be included in layout drawings and electrical drawings. Students will learn the theory and practice behind shading analyses as well as the procedure used to choose a mounting system.



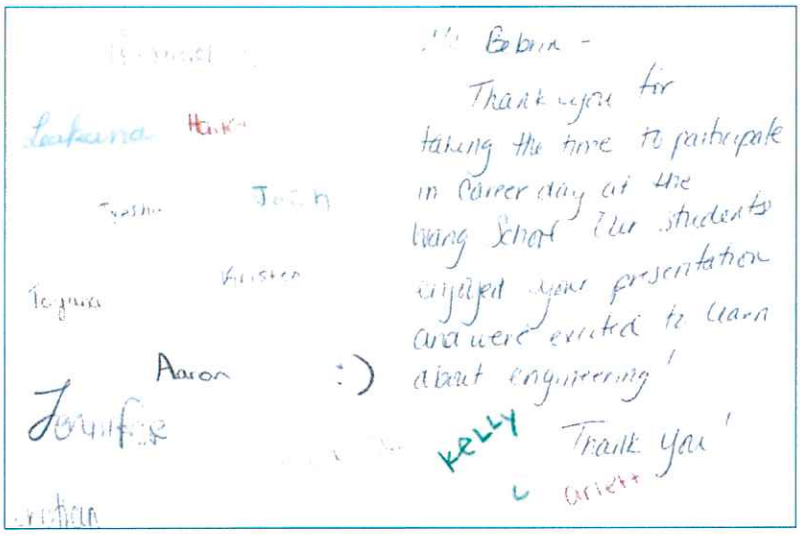
Topic 15: Data Analysis

The objective of this topic is to teach students how to analyze actual data from solar PV systems such as the one providing electricity to their school. Students will learn why data must be recorded properly and what devices are used to measure environmental conditions. Students will learn how production graphs look from day to day and year to year as well as how the production graphs differ from sunny to cloudy days. Students will learn to compare actual data to modeled performance with tools such as PVWatts.

Community Outreach

Ameresco employees can volunteer time to help further understand solar PV and assist in curriculum development, give tours of the solar system, provide time in classrooms for presentations, question and answer sessions and to discuss job opportunities in the energy efficiency and renewable energy fields and assist in planning the ribbon cutting ceremony. In the past, Ameresco has offered community outreach in a number of ways including:

- Career day presentations by Ameresco engineers and project developers
- Earth Day activities
- Local energy expositions
- School activities
- Public relations and marketing support
- Press releases, ribbon cuttings



Thank you note from students at the Wang School in Lowell, MA

Solar PV Project Tours

Solar PV project tours provide tangible evidence the Town supports clean, renewable energy. Ameresco professional staff, such as account managers, engineers and/or project managers, can lead groups through select project sites. Their talk may cover the following topics:

- Overview of project systems
- Description of how the solar PV systems work
- Identification of project components
- Discussion of power offtake and virtual net metering
- Review of projects' environmental benefits
- Financial and other benefits accrued to the Town.

These information sessions can be given upon final project completion or at engineering and installation project milestones. All sessions leave time for questions.

Public Relations and Marketing Services

Ameresco is pleased to provide public relations and marketing services related to the solar installation at no additional cost.

For our solar projects, Ameresco often manages these services in connection with our customers including:

- Press conferences
- Initial award announcements
- Ground breakings
- Ribbon cuttings
- Ceremonial awards

These events usually involve jointly managing everything – from 'save the dates' and invitations to the guest lists and inviting media and government affairs representatives, as well as drafting the media advisory, distributing day-of-event press releases over the wire and pitching it.

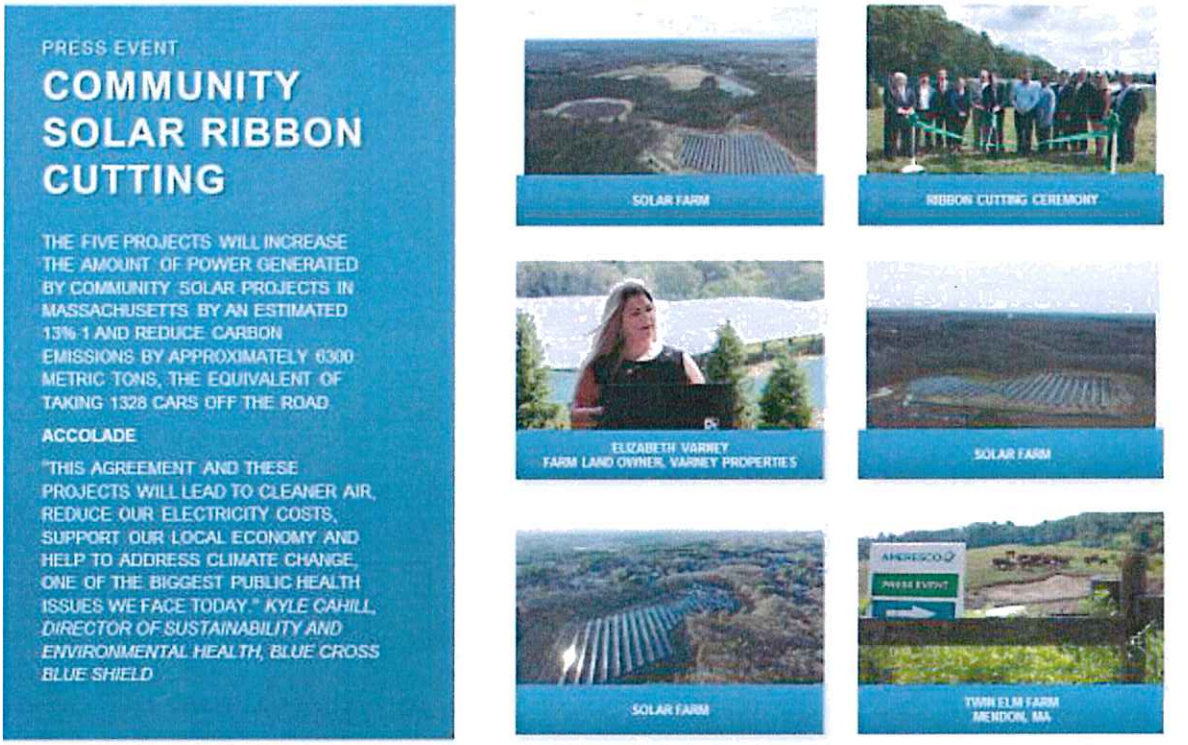
For a ribbon cutting, groundbreaking, or ceremonial award, we can manage the logistics such as the tent, chairs, and podium rentals and the refreshments. In support of events, we typically develop a project case study for the media kit and posters highlighting and outlining project specifics and the associated benefits.

We provide signage to direct visitors and press to the event location. With customer approval, our project managers will serve as tour guides and describe the project for the invited guests. And of course, there is the online component of the press event – from website postings to online messaging.

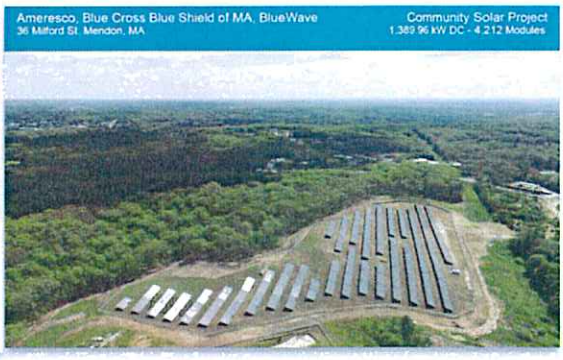
When community, leadership, environmental or other awards are available, Ameresco can submit our customers' projects for recognition. Many of our customers have been honored for their leadership and accomplishments in sustainability, efficiency and social responsibility.

Example Press Releases and Sample Media Coverage

Example Ribbon Cutting



Event support materials, such as invitations and posters.



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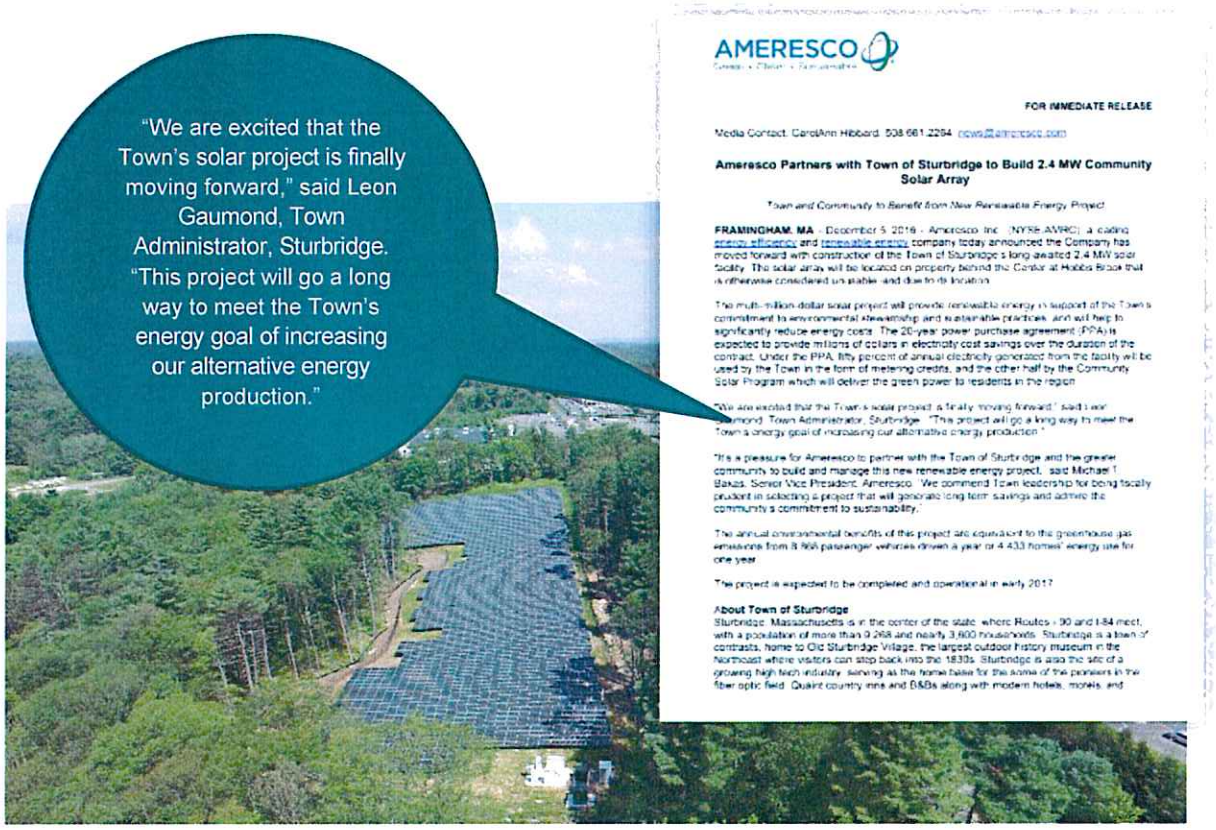
Example Press Release



Public Access to System Performance

Ameresco offers several options for public access to system performance which may be displayed via web browser access and/or via a kiosk/monitor in a preferred location. The solar PV project's data monitoring system can be tied into the building automation system and network and viewed anywhere with an internet connection. The display provides an interactive, dynamic way for students and the public to learn about the solar project including real-time energy production, sustainability metrics, and educational materials. Solar performance can be displayed in a user-friendly way by highlighting key data through pictures, graphs, and text. The data can be customized and includes:

- Current weather conditions
- Real-time PV system performance
- Project photos and information
- Historical values of production
- CO_2 offset and equivalencies

The real-time data updates on 15-minute intervals throughout the day. Dashboards also have the ability to incorporate the Town's own content, such as html files, images, Facebook pages, Twitter, and other blog feeds into the dashboard. Past customers have found this to be an easy way to incorporate solar project data directly into the classroom and curriculum and enhance community outreach.

Project Performance Data via Internet

A publicly available website, such as the Lisbon town website can contain project information and actual performance data from the solar PV project. This website displays all data collected by the solar projects' Data Acquisition System (DAS). This includes real-time and historical solar performance data, presented in a user-friendly way through pictures, graphs, and text.

This website provides an interactive, dynamic way for students, teachers, parents, and other community members to learn about the solar project using actual project data. Through the online dashboard, anyone can download project data.

The project specific website can be accessed anywhere via the internet and available on any home, school or business computer. If desired, the Town can also choose to host the display or link to this site on its own website to promote this green, cost-saving initiative.

Ameresco typically uses the DAS monitoring system InAccess' Unity for Solar platform.

The public displays may look like the following examples, though our DAS partner is to be determined.

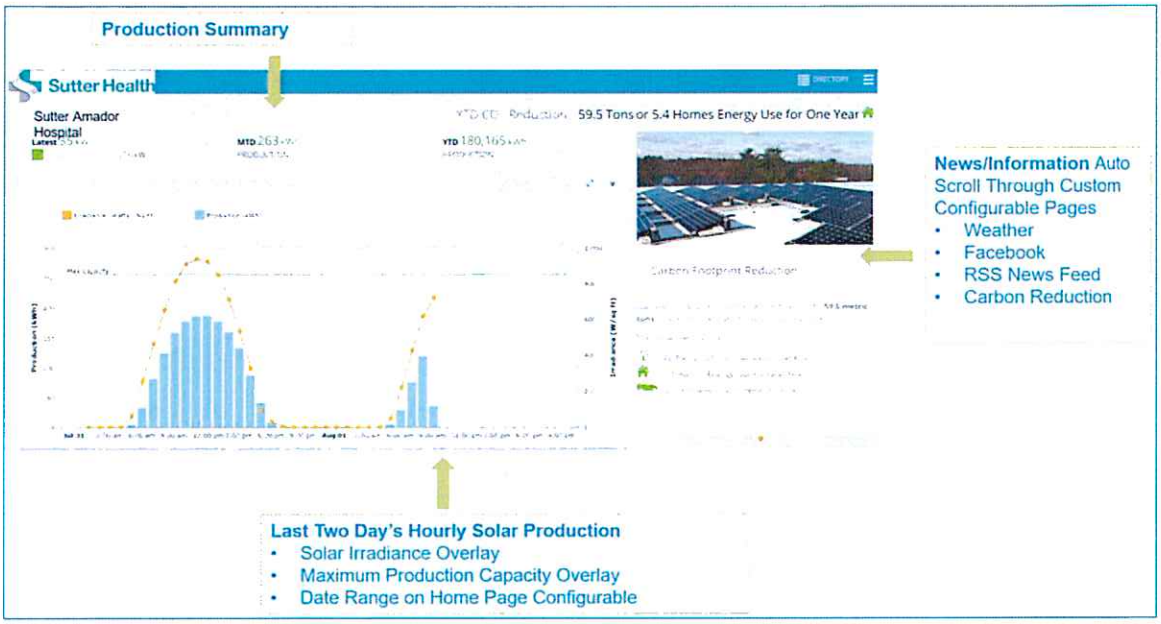
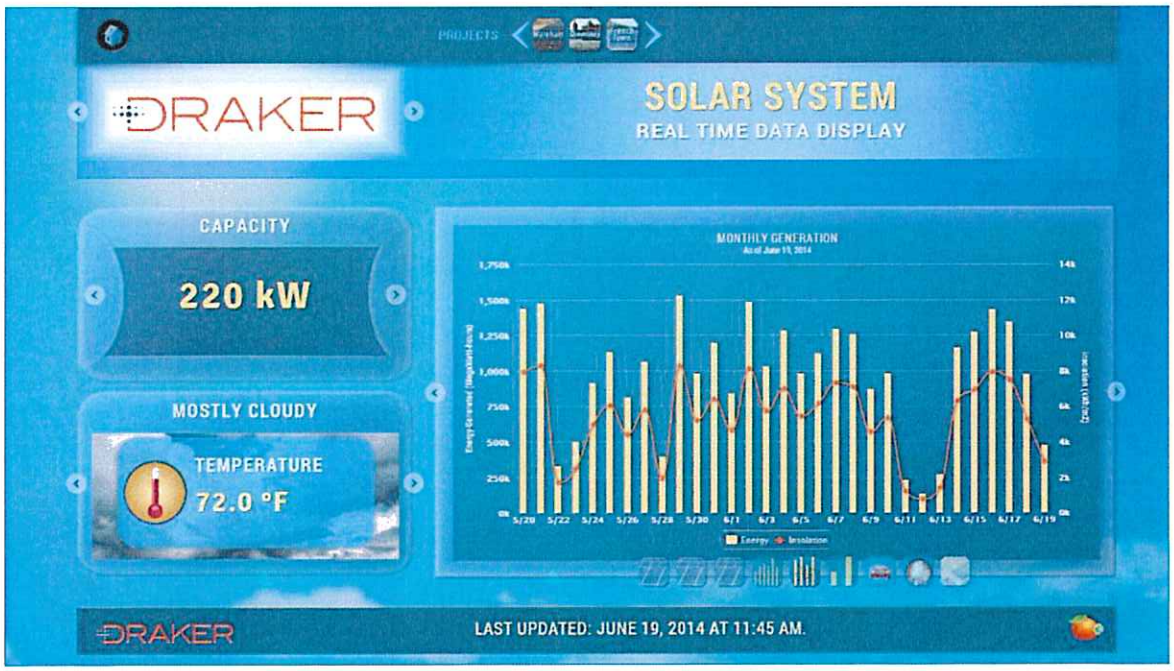
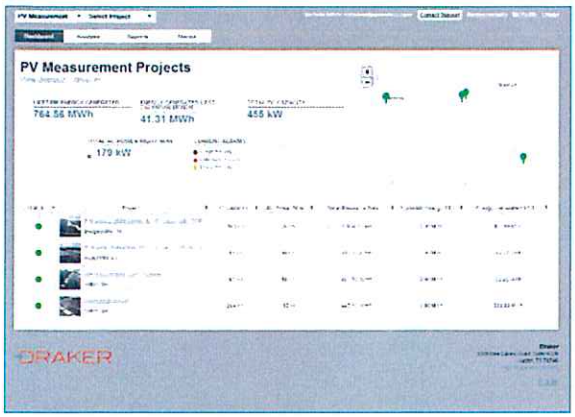
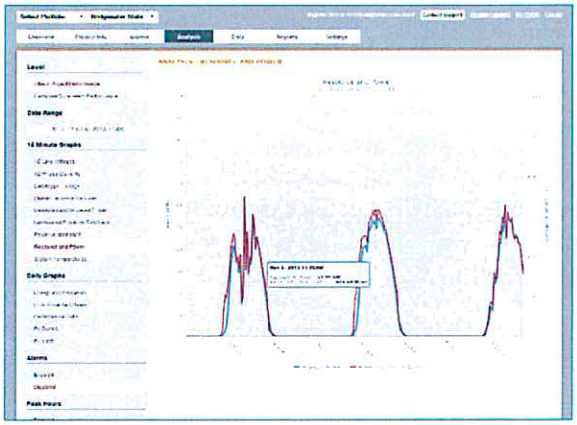
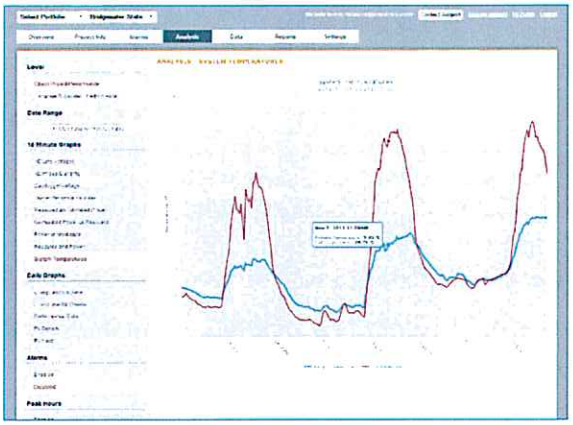


Figure 2.1: A sample public dashboard for Ameresco's project with Sutter Health. This uses Ameresco's Building Dynamics software.









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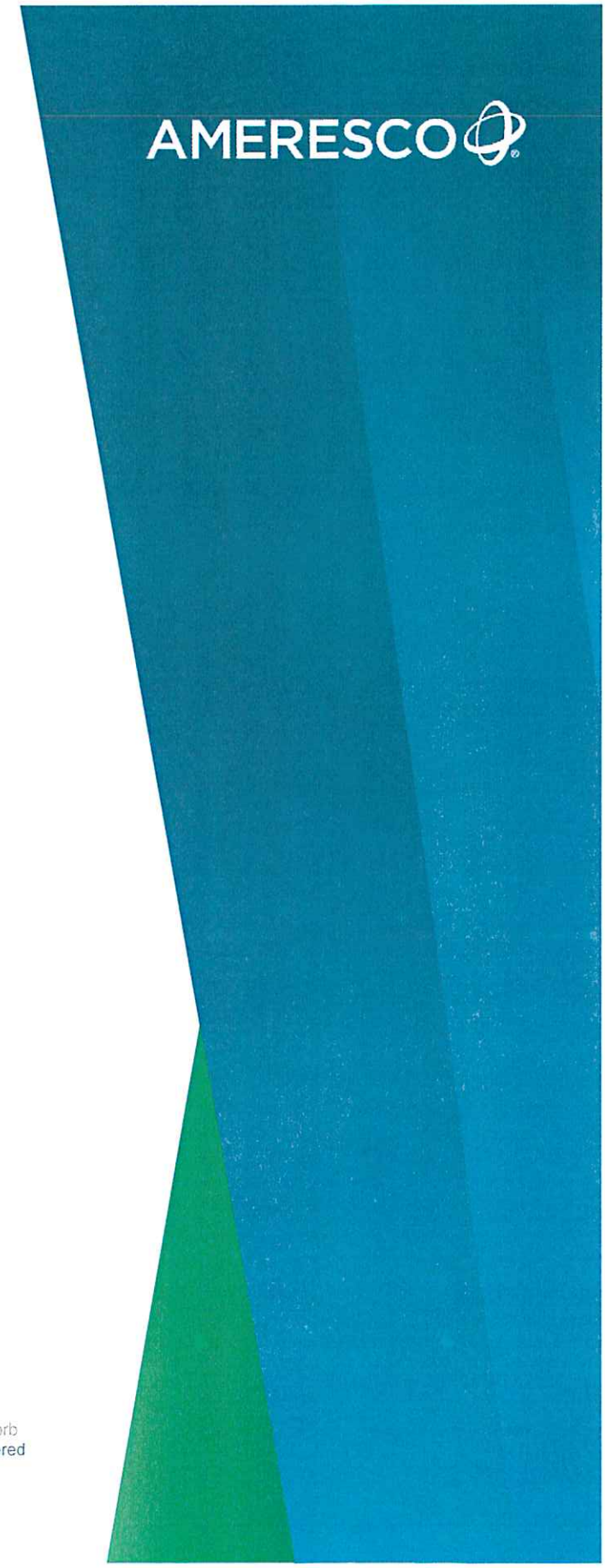

Ameresco, Inc.

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Portland, ME 04101

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Bill Garbati

Regional Director, Business Development

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E: bgarbati@ameresco.com

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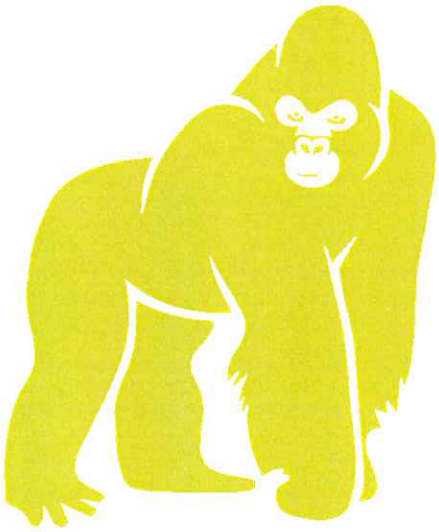
hep energy USA

Response to The Town of Lisbon

Request for Proposals

For

Solar Photovoltaic (PV) Array



January 4, 2021

hep there is no planet b.

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    A. Financial Capability
    B. Organizational Team
    C. References
    D. Engineering and Team Approach

2. Solar Arrays
    A. System Configuration
    B. System Design

3. Financial Proposal
    A. Summary of pricing and terms
    B. Power Purchase Agreement

4. Example Projects by hep Global & hep energy USA LLC

Adam Teff
TitanGen General Manager
750 Main Street, Suite 1000
Hartford, CT 06103

hep energy USA LLC, (hep) an entity of Germany-based hep global, is pleased to provide this response to The Town of Lisbon's Request for Proposals to design, permit, install, own, and operate a Solar Photovoltaic (PV) array located within the Central Maine Power territory.

Following this cover letter, you will find information on hep's capability to provide The Town of Lisbon with a Power Purchase Agreement to a fully funded, designed, permitted, constructed, installed and maintained solar array at one of our locations including Pittsfield, or Gorham Maine.

Each solar project has its own unique features and benefits, an area in which hep has expert experience and knowledge. Additionally, a hep energy project would include the following attributes:

- *A seasoned Maine-based development team in Portland, Maine with experience developing these projects using Maine-based engineering companies.*
- *Full funding from the start of development through the life of the project.*
- *hep will work vigorously to design and permit the project from the moment the contract is signed.*

These qualities assure success in bringing the solar project to market and providing The Town of Lisbon the savings and environmental qualities they seek.

In this submission, please find supporting documentation regarding hep's capabilities, financial strength, team members, experience, and references. We understand and appreciate the importance and complexity of this offering and are committed to working closely with all parties to ensure it is a success. We thank you for your consideration of our submittal and look forward to your review and evaluation.

With Kindest Regards,

Bob Patton
Senior Vice President
Project Development

Tom Donnelly
Senior Vice President
Construction and Operations

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1. Company Overview

A. Financial Capability

Financial Services Provider

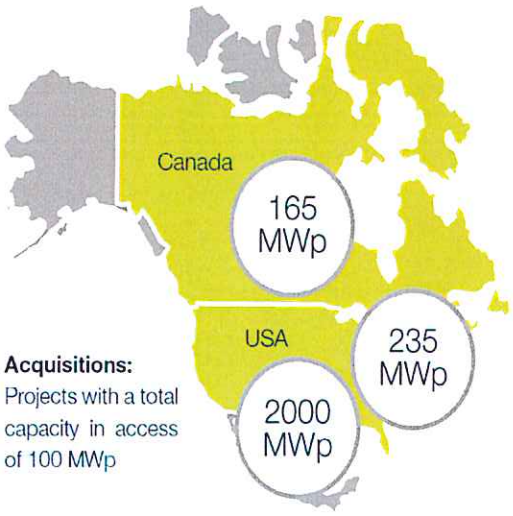
hep energy USA, LLC is a subsidiary of hep, located in Guglingen, Germany. hep is a renewable energy company that specializes in commercial-scale solar energy parks as well as utility-grade systems. With expertise in operations and maintenance, hep performs all services during the life span of a solar energy system, from project development to installation and long-term operations and maintenance.

Uniquely, the company adds financial expertise to its portfolio. As a licensed financial investment management company in Germany, hep's financial experts are authorized to design solar investment funds of various durations and with different yield-risk profiles. German investors can invest in project development, installation, or long-term operation of the solar energy systems on a global scale. To date, hep has generated 450M Euros in hep projects through the contributions of over 1,400 investors.

Because of this vertically integrated financial structure, hep energy USA enjoys the ability to be financially self-sufficient in supporting the end-to-end stages of solar development in the US market. hep energy USA looks forward to bringing this financial strength to The Town of Lisbon in helping them reach their energy and environmental goals.

Financial Oversight

As hep is a German registered investment firm licensed by the "BaFin" (the German equivalent to the SEC) and operating under fiscal guidelines issued by the German government, hep's processes are globally audited to ensure compliance with these fiscal guidelines. This oversight has ensured that our development, supply chain and construction processes are complete and thorough. It also allows us to confidently take on the unusual role of developing, building and maintaining ownership throughout the entire lifespan of a PV installation.



Unlocking Solar Potential across North America

Worldwide hep has developed 40 solar parks with a combined capacity of 400MWp. Building on this success, hep Energy USA, along with our strategic partners and successful Project Development teams, has achieved a pipeline of 2.4GWp in North America alone.

165MWp	235MWp	2000MWp
ALBERTA ELECTRIC SYSTEM OPERATOR	ISO NEW ENGLAND	ELECTRIC RELIABILITY COUNCIL OF TEXAS

Vertically Integrated

Given hep's financial foundation, we provide a rare vertically integrated suite of services that results in a holistic PV solution. Our financial investment funds include funds targeted to support every stage of our PV installation's lifespan: Development, EPC and the Operations and Maintenance. Because hep will still own and maintain the PV installation in 20 years, the components we source for EPC are graded on long term availability, vendors' fiscal viability and proven technology.

Global provider of renewable energies

Holistic hep Approach

hep there is no planet b.

Know-how in Photovoltaics and Investment

hep is a 11-year-old company, and as of the start of 2020, has 600MW of projects developed worldwide, 40 solar parks planned worldwide and 2,800MW in our global project pipeline. hep takes a consistent and structured approach on how their investment funds are used for solar development. Currently we are rolling out a global implementation of SAP Business One to ensure that consistent financial processes are managed in each country.

B. Organizational Team

Company Qualifications

In our first decade of managing international renewable energy projects, our company has amassed vast experience. A seasoned, central team of engineers and business specialists in Germany handles the drafting, planning, and monitoring of our projects around the world. Our local team then assumes responsibility for the implementation of the construction projects. This enables us to combine our technical expertise with local knowledge and maintain direct contact with local stakeholders at all times.

We pursue this strategic and structured approach when tapping into new markets, opening new offices and hiring employees at our various locations. This approach has helped hep become the first foreign Solar Development Company to receive a solar power plant construction license in Japan – and successfully launch eight more projects in the country. Our current focus is on photovoltaic projects in Asia, Europe and North America.

hep energy USA LLC

hep's subsidiary, hep energy USA LLC, opened its headquarters in Portland, Maine in November 2018. The growing office houses the support staff behind project development, permitting, construction, and the operations of all facilities in North America. Currently, hep USA has more than 250 MW of greenfield projects under development in the US, and an additional 138 MW in our Canadian pipeline.

Prior to incorporating in the US in 2017, hep partnered with Maine-based renewable consulting company Gizos Energy LLC. This partnership allowed hep to develop an understanding of, and a strategy for, entering the US market. In January 2019, hep USA purchased Gizos, its project pipeline, and significant US renewable experience in the form of two of Gizos' executives who now lead the Portland office.

hep energy USA Project Team

Robert Patton (Portland, Maine office)

Bob who is the Senior V.P. of Development for North America, is an energy expert with significant experience in the development, operations and management of conventional and renewable energy technologies. Prior to joining hep, his energy consulting practice included a variety of engagements, from identifying and acquiring greenfield sites for small natural gas plants in eastern Pennsylvania, to contributing to technical and financial due diligence efforts on wind projects in China, Curacao, Brazil, and Wyoming. As Director of Business Development-East, with Waltham, MA based Flodesign Wind Turbine, Bob led East Coast development for a new class of wind turbine. At First Wind, Bob was involved in leading or supporting the development of eight wind farms, comprising more than 600MW's of energy, six of which are now operational. Prior to working in wind energy, Bob had a key role as the site business manager at FPL Energy, responsible for managing a $30m annual budget and handling all cost-based business aspects of an 1,100 MW Maine generating fleet consisting of both fossil and hydro power generation assets.

Thomas Donnelly (Portland, Maine office)

Tom is the Senior V.P. of Engineering & Operations for North America. Prior to joining hep, Tom spent 30 plus years in the construction industry, the last 9 of which, as director of Business Development for a utility and industrial based construction-services company. In this position, Tom is involved in the development of many different energy projects, of which a significant number are renewable energy projects. Quite often, Tom gets involved from the very early stages. Once introduced to an opportunity, Tom identifies and develops the successful team to see the project to completion. This includes bringing the correct engineers and construction team members together, and quite often introducing the developer to the correct financial or construction partners who will help bring the project to life. This has been Tom's forte. Without question, the common denominator of a successful energy project has been strategically building a fully engaged and experienced team who can bring the

capability, experience, judgement, financial backing and patience necessary to complete a project. This is where Tom's experience is apparent, and where he shines.

Parth Jogi (Portland Maine Office)

Parth is the Financial Analyst. Parth is a graduate in energy systems from Northeastern University and holds a bachelor's degree in Chemical Engineering. He has experience working in the battery recycling sector and analyzing financial models for solar PV projects. He is passionate about renewable energy, crunching numbers, and working to make the world a better and safer place to live.

Wendy Callahan (Portland, Maine office)

Wendy is the office manager and bookkeeper for hep energy USA LLC. She holds a BS in Environmental Science with a focus on Geographic Information Systems (GIS), and has twelve years in progressive leadership in the financial sector. Wendy has the passion for running an organized office, the detailed attention to numbers, and a deep desire to contribute to making a positive change for the planet.

C. References

Reference 1

Name	Fred Lipp
Address	Bernstein Shur
	100 Middle Street
	Portland, ME 04101
Contact Phone #	207 774 1200
Contact Email Address	flipp@bernsteinshur.com

Reference 2

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	280 Fore Street
	Portland, ME04101
Contact Phone #	207 791 7545
Contact Email Address	asmith@bnncpa.com

Reference 3

Name	Daniel Diffin
Address	Sevee & Maher Engineers
	4 Blanchard Road, P.O. Box 85 A
	Cumberland, ME 04021
Contact Phone #	207-829-5016
Contact Email Address	dpd@smemaine.com

Reference 4

Name	Michelle Flewelling
Address	Fairfield Maine Town Manager
	P.O. Box 149
	Fairfield, ME 04937
Contact Phone #	207 453-7911 ext.101
Contact Email Address	mflewelling@fairfieldme.com

D. Engineering and Team approach

Permitting and Associated Civil and Stormwater Engineering.
For this project hep energy USA will work with one of our alliance partners Sevee & Maher Engineering (SME). Currently SME and hep are working together on several different projects throughout the state. Additionally, SME has experience in siting projects on Landfills and is familiar with the FAA process. For this project we anticipate the following civil Engineering Scope's.

Project Initiation and Concept Planning
Conduct site visit; review proposed scope of project and client needs; review local and state regulations applicable to the development; design concept plan; meet with client, team members, and Town planning staff

Survey
Survey topography of site development area, including existing structures and utilities, if any. Complete boundary survey as required for ALTA and financial backing.

Design & Engineering
Design road grading, driveways, stormwater management structures, and prepare plan-set required for local and state permitting.

Municipal Permitting
Conduct a pre-application meeting with Town Planning staff; prepare and submit a Site Plan Review application; attend Planning Board meetings.

DEP Stormwater Permitting
Prepare hydrocad model and Stormwater Management Plan for development; conduct pre-application meeting with DEP; prepare and submit DEP Stormwater Management Law Permit Application and Notice of Intent to comply with the Maine Construction General Permit

Construction Engineering
Revise and update plan set for construction; assist client in bidding site work; conduct kick-off meeting with contractor and provide engineering oversight of project.
Please see the attached information regarding SME's experience at the end of this section.

Electrical Engineering

At our headquarters in Germany hep has 6 fulltime electrical engineers who design solar arrays which get installed throughout the globe. For the electrical engineering scope for this project hep Global will complete most of the design in Germany. We will also work with a local engineering firm to complete the grid-interconnection for the system. This scope of work with be completed by Neo Virtus Engineering of Massachusetts who hep has worked with on many other projects.

Detailed Design, Issue for Construction Design, Site Close-Out

Package Detail Design Elements:

- Panel Layout/Stringing Plans
- Combiner Tables
- Conduit Plans
- Detail Sheets
- AC Collector System
- Issue for Review (90% IFR Design Drawings Package in PDF files)
- Issue for Construction (IFC - PE Stamped Design Drawings Package in PDF files

Close-Out Package:

- Final Drawing List
- Project As-Recorded Drawings Package in PDF files (per contractor red lines provided)
- Equipment Manufacturers' Instruction Books/Commissioning Reports in PDF files

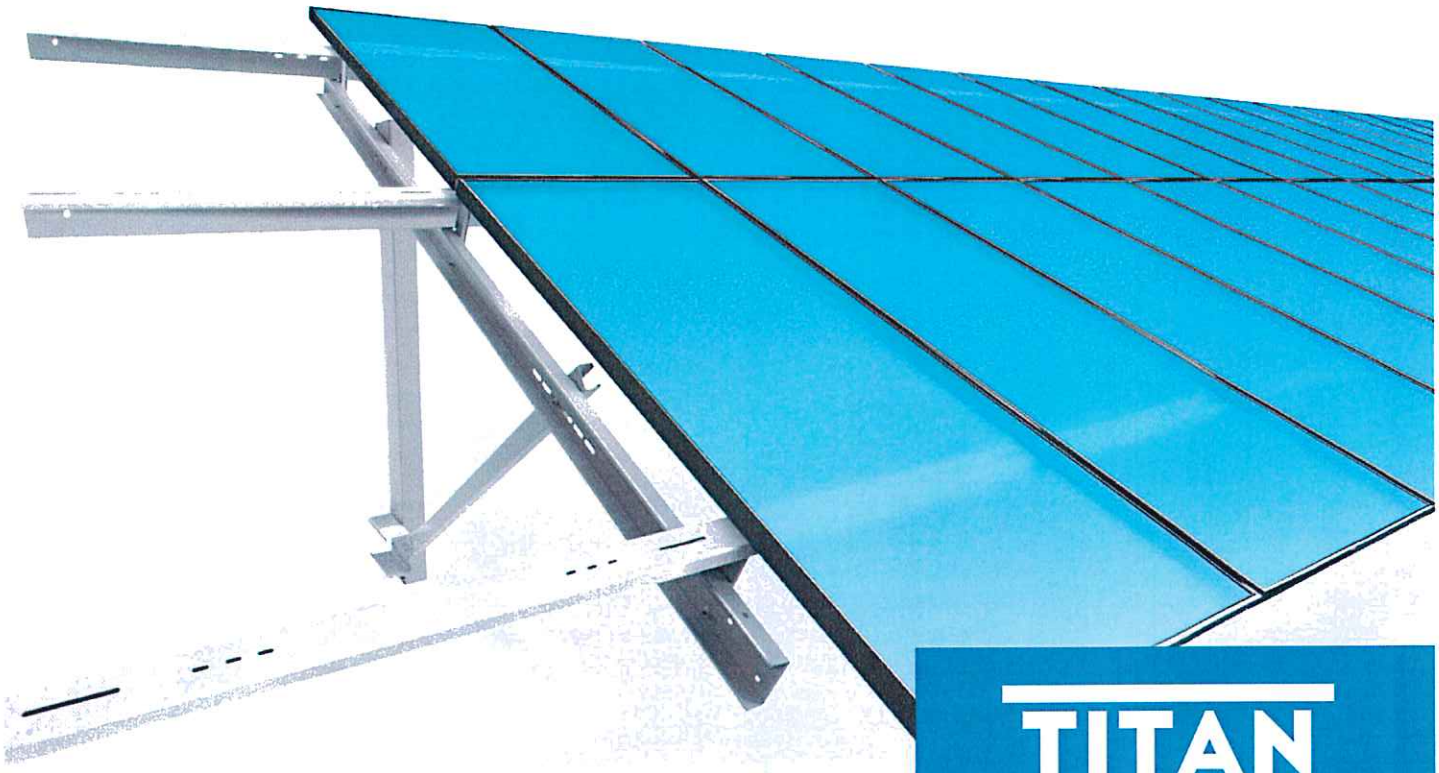
Testing & Commissioning

- I-V Curve Trace Testing and Continuity Checks
- Create Relay Settings Files
- Relay Testing
- Relay Witness Testing
- Site Installation Inspection Plan
- Testing and Commissioning Plan

Please see component information attached at the end of this section.

APA SOLAR RACKING

APALTERNATIVES.COM



TITAN

Designed by installers for installers, the **TITAN** is the most advanced hardware in the industry. The TITAN's unique asymmetrical design and innovative features allow for flexibility in the field while streamlining the install process.

With the lowest part count per MW, integrated grounding and cable trays, and fully integrated module Gravity Clip, the TITAN is installers preferred choice. The 3-rail design is an excellent solution for bifacial modules with low backside shading.

In business since 2008, APA offers the most versatile line of racking and foundation solutions for projects in even the most challenging environments. With projects nationwide, APA is a trusted quality racking partner.

STANDARD SPECIFICATIONS

Engineering: ASCE 7-10/CPP Wind Tunnel Tested
Grounding: Fully Integrated UL2703
Rack Coating: Galvanized: G90
Pile Coating: G235
Wind Loading: Up to 165 mph
Snow Loading: Up to 100 psf
Mounting Orientation: 2 High Portrait
Warranty: 25 Years
Foundation: Driven C-Pile
Tilt Angles: 5-35 degree tilt options

POWERHOUSE PILES

The TITAN comes standard with the industry's strongest C-pile. The Powerhouse Pile allows APA to use a cost-effective C-pile while maintaining the strength of a driven I-beam. Roll forming C-piles allow for additional hole patterns for adjustability, heavy galvanized coatings, and shorter lead times all while still maintaining an aggressive price point.

WHAT MAKES THE TITAN SYSTEM SO ADVANCED?

ASYMMETRICAL 3-RAIL DESIGN

- 25% Less East-West rails
- Lowest part count per MW
- 2-High Portrait ideal for split cell modules
- Low back panel shading for bifacial modules

BUILT IN ADJUSTABILITY

The TITAN has incorporated hole patterns into several key connections. This allows for in the field adjustments which improve both installation and aesthetics

WIRE MANAGEMENT

Integrated cable trays and custom wire clips keep your project organized, safe, and code compliant for the life of the project, without costly third-party solutions

POWERHOUSE PILES

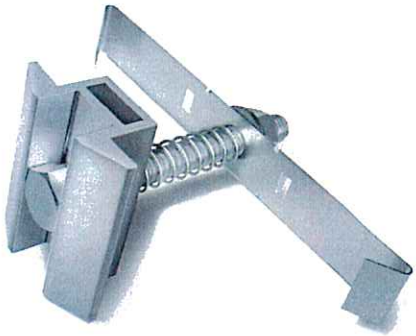
Made from extra heavy gauge steel, our roll formed C-Piles are the strongest in the industry allowing for long spans and excellent drivability even in very dense soils

PILE PLACEMENT

Our racking is designed with the installer in mind. That's why we have forgiving pile placement tolerances in the North-South and East-West directions

PATENT PENDING GRAVITY CLIP

- Fully integrated module grounding
- Allows for rapid installation of modules
- Accommodates different module widths
- Lock clip won't loosen from ice or vibrations



APA SOLAR RACKING

419.267.5280 // SALES@APALTERNATIVES.COM

SG125HV-20

String Inverter for 1500 Vdc System

SUNGROW
Clean power for all

HIGH YIELD

- Patented five-level topology, max. efficiency 98.9 %, European efficiency 98.7 %, CEC efficiency 98.5 %
- Full power operation without derating at 50 ℃
- Patented anti-PID function

EASY O&M

- Virtual central solution, easy for O&M
- Compact design and light weight for easy installation

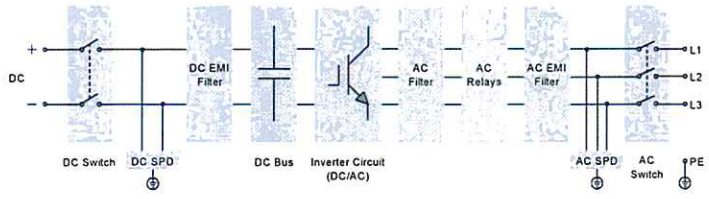
SAVED INVESTMENT

- DC 1500V,AC 600V, low system initial investment
- 1 to 5MW power block design for lower AC transformer and labor cost
- Max.DC/AC ratio up to 1.5

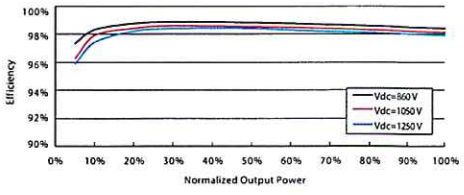
GRID SUPPORT

- Compliance with both IEC and UL safety,EMC and grid support regulations
- Low/High voltage ride through(L/HVRT)
- Active & reactive power control and power ramp rate control

CIRCUIT DIAGRAM



EFFICIENCY CURVE



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Type designation	SG125HV-20
Input (DC)	
Max. PV input voltage	1500 V
Min. PV input voltage / Start-up input voltage	860 V / 920 V
Nominal PV input voltage	1050 V
MPP voltage range	860 – 1450 V
MPP voltage range for nominal power	860 – 1250 V
No. of independent MPP inputs	1
No. of DC inputs	1
Max. PV input current	148 A
Max. DC short-circuit current	250 A
Output (AC)	
AC output power	125 kVA @ 50 °C
Max. AC output current	120 A
Nominal AC voltage	3 / PE, 600 V
AC voltage range	480 – 690 V
Nominal grid frequency / Grid frequency range	50 Hz / 45 – 55 Hz, 60 Hz / 55 – 65 Hz
THD	< 3 % (at nominal power)
DC current injection	< 0.5 % In
Power factor at nominal power / Adjustable power factor	> 0.99 / 0.8 leading - 0.8 lagging
Feed-in phases / connection phases	3 / 3
Efficiency	
Max. efficiency / European efficiency	98.9% / 98.7%
CEC efficiency	98.5%
Protection	
DC reverse connection protection	Yes
AC short-circuit protection	Yes
Leakage current protection	Yes
Grid monitoring	Yes
DC switch	Yes
AC switch	Yes
Q at night function	Yes
Anti-PID function	Yes
Overvoltage protection	DC Type II / AC Type II
General Data	
Dimensions (W*H*D)	670*902*296 mm 26.4"*35.5"*11.7"
Weight	76 kg 167.5 lb
Isolation method	Transformerless
Degree of protection	IP 65 NEMA 4X
Night power consumption	< 4 W
Operating ambient temperature range	-30 to 60 °C (> 50 °C derating) -22 to 140 °F (> 122 °F derating)
Allowable relative humidity range (non-condensing)	0 – 100 %
Cooling method	Smart forced air cooling
Max. operating altitude	4000 m (> 3000 m derating) 13123 ft (> 9843 ft derating)
Display / Communication	LED, Bluetooth+APP / RS485
DC connection type	OT or DT terminal (Max. 185 mm² 350 Kcmil)
AC connection type	OT or DT terminal (Max. 185 mm² 350 Kcmil)
Compliance	UL1741, UL1741SA, IEEE1547, IEEE1547.1, CSA C22.2 107.1-01-2001, FCC Part15 Sub-part B Class A Limits, California Rule 21, IEC 62109-1/-2, IEC 61000-6-2/-4, IEC 61727, IEC62116, BDEW, EN50549,VDE-AR-N 4110:2018, VDE-AR-N 4120:2018, UNE 206007-1:2013, P.O.12.3, UTE C15-712-1:2013, CEI 0-16 2017, IEC 61683, PEA, NTCO
Grid Support	Q at night function, LVRT, HVRT, ZVRT, active & reactive power regulation, PF control, soft start/stop

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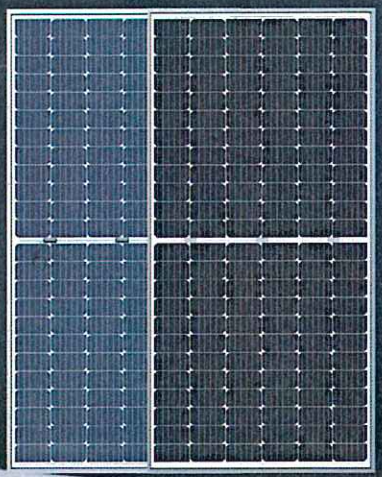
SEG

SEG

BLADE™ BIFACIAL

Pursue More, Achieve More



420W-435W

Seraphim's new half-cell bifacial module combines high-efficiency bifacial technology with proven half-cell technology, using incidental light from both the front and rear side of each cell. Yields up to 30% more energy from back side power generation, depending on the albedo/reflectivity of each individual project site.

info@seraphim-energy.com / www.seraphim-energy.us

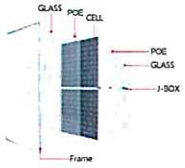
BLADE™ BIFACIAL | 420W-435W
SEG

Maximum Power Output

Uses reflected and scattered light to increase energy generation by an additional 10-30%

Upgraded Module Design

A lighter, 2.0mm tempered AR-coated glass was selected to maintain the same snow and wind load as standard modules, while reducing transportation costs and installation difficulty.



More Benefits

- Higher Durability and Reliability
- Enhanced safety by excellent fire resistance
- Dual-glass structure minimizes micro-cracks, snail trails, and UV aging
- Lower internal current, lower mismatch loss
- Lower power degradation, more power yield, more returns
- Unique circuit design, better shading tolerance

Perfect for Highly—reflective Project Sites

WATER | SANDY | GRASSLAND | WHITE PAINTED GROUND

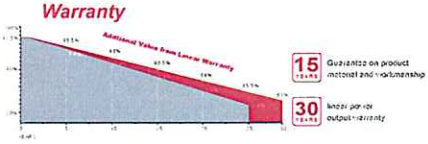
Certifications

CE
SEIA

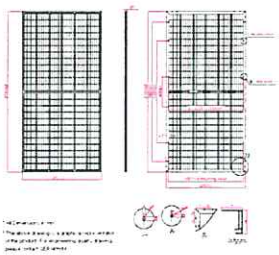
Insurances

PICC

Warranty



Technical drawing



Mechanical Specifications

External Dimension	2131 x 1052 x 30 mm (83.90 x 41.42 x 1.18 inch)
Weight	29.0kg (63.99 lbs)
Solar Cells	PERC Mono crystalline 166 x 83 mm (144pcs)
Front / Back Glass	2.0mm AR coating semi-tempered glass, low iron
Frame	Anodized aluminium alloy
Junction Box	IP68, 3 diodes
Output Cables	12AWG Portrait 100.39 inch(+)/139.78 inch(-); Landscape 511.81 inch
Connector	MC4 Compatible

Packing Configuration

Container	40 HQ
Pieces per Pallet	30
Pallets per Container	20
Pieces per Container	600

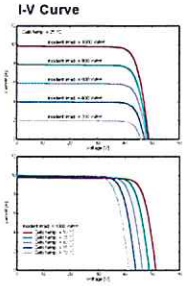
Module Type	SEG-420-BMA-BG		SEG-425-BMA-BG		SEG-430-BMA-BG		SEG-435-BMA-BG	
STC	Front	Back	Front	Back	Front	Back	Front	Back
Maximum Power -P_{mg} (W)	420	312	425	316	430	320	435	324
Open Circuit Voltage -V_{oc} (V)	48.9	45.6	49.2	45.9	49.4	46.1	49.6	45.3
Short Circuit Current -I_{sc} (A)	10.97	8.82	11.04	8.89	11.11	8.95	11.18	9.02
Maximum Power Voltage -V_{mg} (V)	40.7	37.6	40.9	37.8	41.1	38.0	41.3	38.2
Maximum Power Current -I_{mg} (A)	10.32	8.30	10.4	8.37	10.47	8.43	10.54	8.49
Module Efficiency STC-η_m (%)	10.75		10.93		10.16		10.40	
Power Tolerance -W	(0- +4.99)							
Pmax Temperature Coefficient	-0.36 %/°C							
Voc Temperature Coefficient	-0.28 %/°C							
Isc Temperature Coefficient	+0.05 %/°C							

STC: Irradiance 1000 W/m² module temperature 25°C AM=1.5

Rear Side Power Gain(SEG-435-BMA-BG)

Power Gain	10%	15%	20%	25%	30%
Maximum Power -P_{mg} (W)	479	500	522	544	566
Open Circuit Voltage -V_{oc} (V)	49.6	49.6	49.6	49.6	49.6
Short Circuit Current -I_{sc} (A)	12.29	12.86	13.41	13.97	14.53
Maximum Power Voltage -V_{mg} (V)	41.3	41.3	41.3	41.3	41.3
Maximum Power Current -I_{mg} (A)	11.59	12.12	12.64	13.17	13.70

I-V Curve



Application Conditions

Maximum System Voltage	1500VDC
Maximum Series Fuse Rating	20A
Operating Temperature	-40~+85 °C
Nominal Operating Cell Temperature	45±2 °C
Bifaciality	70%±5%
Mechanical Load	Front side 5400Pa/ Rear side 2400Pa

Specifications are subject to change without further notification. SEG-DS-EN-2020V1.0 © Copyright 2020 Seraphim

2. Solar fact sheet for Pittsfield & Gorham solar Projects

SOLAR FACT SHEET

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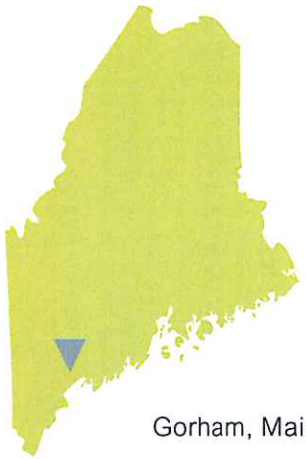
GORHAM

This project is located on a hayfield tucked in between a gravel pit and two brooks. The 20-acre solar footprint is only a small section of the 300 plus acres owned by the farmer. Three phase power is on the street and the project is less than 2.5 miles from the Huston Road Sub Station



Gorham, Maine

Project Information	Units	Gorham/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Gorham
Technology		Solar PV
Project Capacity	MW DC	6.408
Project Capacity	MW AC	4.875
Est Year 1 Generation	MWh	8650
Location	Address, City/Town	Wescott Road Gorham
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Houston Road Gorham
P 50s		See Attachment 3
Latitude		43°44'30.6"N
Longitude		70°29'36.1"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**624D2**
Status of permitting/approvals	(description)	Local and State permits Underway
Status of Interconnection Agreement	(description)	Interconnection Study Underway
Interconnection Queue Position		76
Anticipated Completion of Permitting		October 2020
and Interconnection Process		December 2019
COD Anticipated		Q 4 2021
Unique Attributes		
Project is in a community who is enthusiastic for solar PV energy		
Item 2		

hep energy USA LLC
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www.hep.global

SHEET NOTES

1. TREES MAY GROW DURING THE LIFE OF THE SYSTEM AND IMPACT THE PRODUCTION.
2. ANY AND ALL LAYOUT CHANGES, INCLUDING BUT NOT LIMITED TO SHIFTING OF THE ARRAY, ARE SUBJECT TO APPROVAL BY THE DESIGN TEAM.
3. ARRAY LAYOUT DIMENSIONS SHALL BE CONSIDERED APPROXIMATE AND MAY VARY SLIGHTLY DUE TO MODULE INSTALLATION TOLERANCES AND VARYING TOPOGRAPHY.
4. POLE LOCATIONS ARE APPROXIMATE. EXACT POLE PLACEMENT WILL BE DETERMINED IN FIELD.

LEGEND:

MODULE

ROAD (16 FT.)

UTILITY POLE

UNDERGROUND

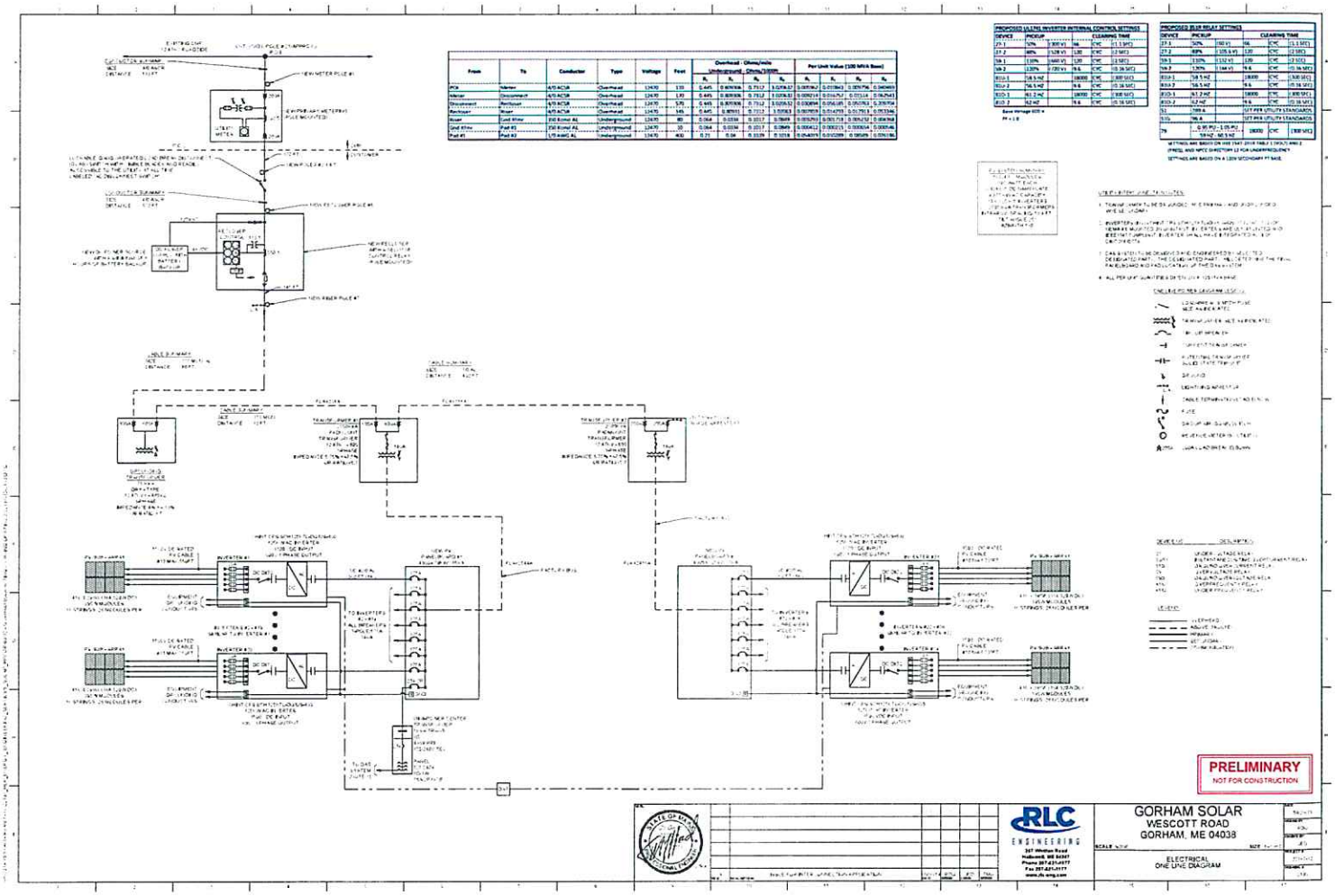
OVERHEAD

FENCE

RLC ENGINEERING

GORHAM SOLAR
WESCOTT ROAD
GORHAM, ME 04038

GENERAL LAYOUT PLAN



PRELIMINARY
NOT FOR CONSTRUCTION

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GORHAM SOLAR
WESCOTT ROAD
GORHAM, ME 04038

ELECTRICAL
ONE LINE DIAGRAM

SOLAR FACT SHEET

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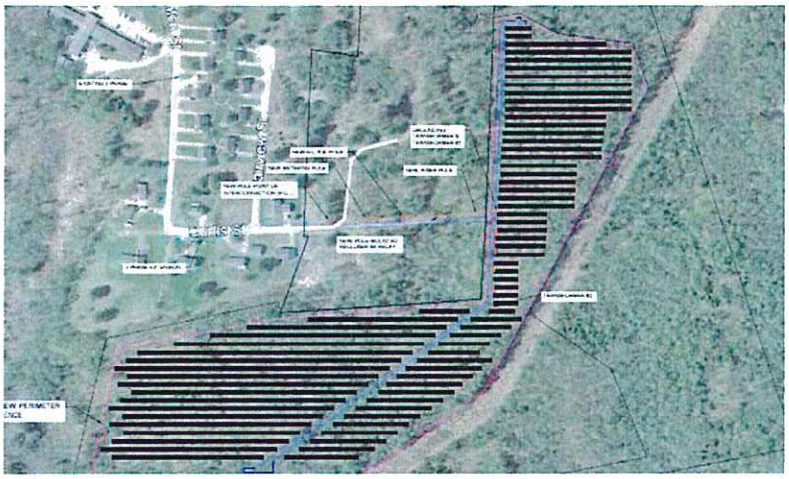
Pittsfield

This property was originally zoned for solar by the municipality in their comprehensive future. Great municipal support the project is located adjacent to an electrical substation.



Pittsfield, Maine

Project Information	Units	Pittsfield/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Pittsfield
Technology		Solar PV
Project Capacity	MW DC	6.408
Project Capacity	MW AC	4.875
Est Year 1 Generation	MWh	8182
Location	Address, City/Town	Curtis Street Pittsfield Maine
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Route 11 North Sub Station
P 50s		See Attachment 3
Latitude		44°47'13.9"N
Longitude		69°22'02.5"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**812D1**
Status of permitting/approvals	(description)	Local and State permits Underway
Status of Interconnection Agreement	(description)	Executed Interconnection Service Agreement
Interconnection Queue Position		20
Anticipated Completion of Permitting		October 1 2020
COD		Q 4 2021
Unique Attributes		
Strong municipal and local support		

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www.hep.global

SHEET NOTES

1. TREES MAY GROW DURING THE LIFE OF THE SYSTEM AND IMPACT THE PRODUCTION.
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3. ARRAY LAYOUT DIMENSIONS SHALL BE CONSIDERED APPROXIMATE AND MAY VARY SLIGHTLY DUE TO MODULE INSTALLATION TOLERANCES AND VARYING TOPOGRAPHY.
4. POLE LOCATIONS ARE APPROXIMATE. EXACT POLE PLACEMENT WILL BE DETERMINED IN FIELD.

PLOTTING SUMMARY	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

LEGEND:

- MODULE
- ROAD (19 FT.)
- UTILITY POLE
- UNDERGROUND
- OVERHEAD
- FENCE

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A	PRELIMINARY DESIGN	05/21/19	PAV	JED	JJS

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PITTSFIELD SOLAR
CURTIS STREET
PITTSFIELD, ME 04967

SCALE: NONE SIZE: ANSI D

SITE LAYOUT PLAN

DATE: 05/21/19
DRAWN BY: PAV
CHECKED BY: JED
PROJECT #: 22167-07
DRAWING #: 1100

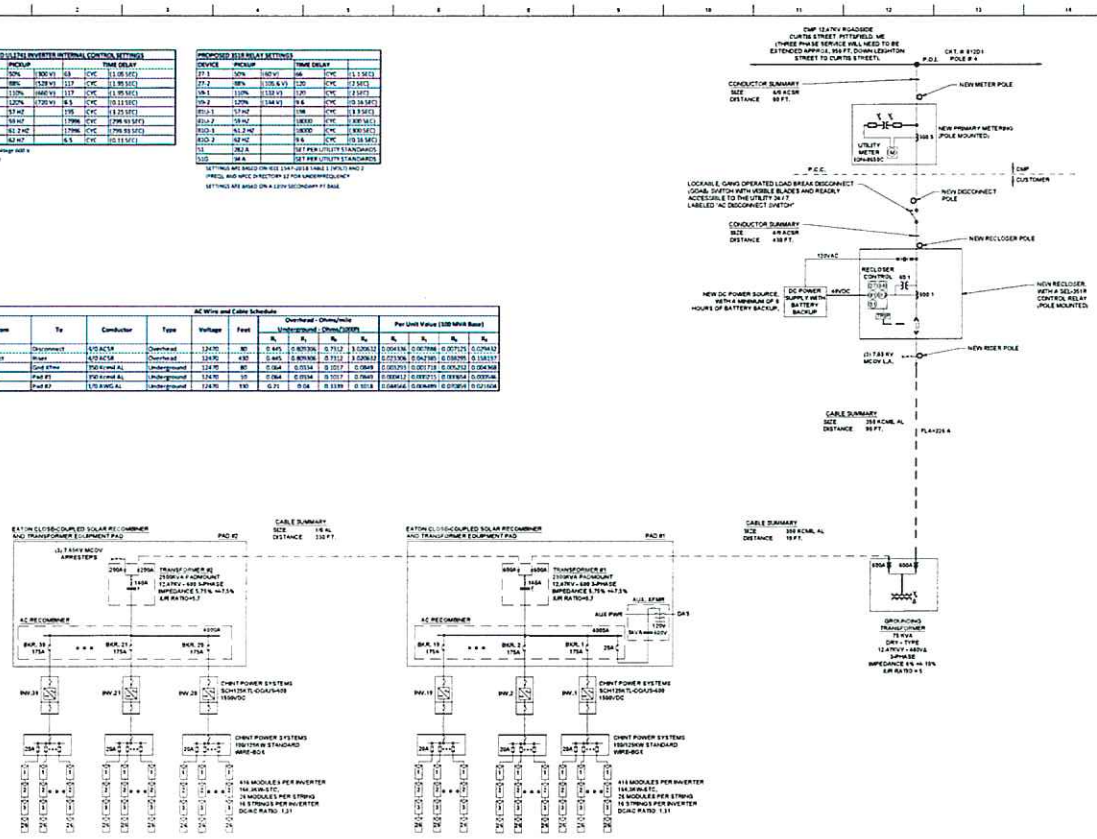
PROPOSED UL1741 INVERTER INTERNAL CONTROL SETTINGS					
DEVICE	PICKUP			TIME DELAY	
27-1	50%	(300 V)	63	CYC	(1.05 SEC)
27-2	88%	(528 V)	117	CYC	(1.95 SEC)
59-1	110%	(660 V)	117	CYC	(1.95 SEC)
59-2	120%	(720 V)	6.5	CYC	(0.11 SEC)
81U-1	57 HZ		195	CYC	(3.25 SEC)
81U-2	59 HZ		17996	CYC	(299.93 SEC)
81O-1	61.2 HZ		17996	CYC	(299.93 SEC)
81O-2	62 HZ		6.5	CYC	(0.11 SEC)

Base Voltage 600 V
PF = 1.0

PROPOSED 1510 RELAY SETTINGS					
DEVICE	PICKUP		TIME DELAY		
27-1	50%	(60 V)	66	CYC	(1.1 SEC)
27-2	88%	(105.6 V)	120	CYC	(2 SEC)
59-1	110%	(132 V)	120	CYC	(2 SEC)
59-2	120%	(144 V)	9.6	CYC	(0.16 SEC)
81U-1	57 HZ		198	CYC	(3.3 SEC)
81U-2	59 HZ		18000	CYC	(300 SEC)
81O-1	61.2 HZ		18000	CYC	(300 SEC)
81O-2	62 HZ		9.6	CYC	(0.16 SEC)
51	262 A		SET PER UTILITY STANDARDS		
51G	94 A		SET PER UTILITY STANDARDS		

SETTINGS ARE BASED ON IEEE 1547-2018 TABLE 1 (VOLT) AND 2 (FREQ), AND MPCC DIRECTORY 12 FOR UNDERFREQUENCY
SETTINGS ARE BASED ON A 120V SECONDARY PT BASE

AC Wire and Cable Schedule															
From	To	Conductor	Type	Voltage	Feet	Overhead - Ohms/mile Underground - Ohms/1000ft				Per Unit Value (100 MVA Base)					
						R_1	R_2	R_3	R_4	R_1	R_2	R_3	R_4		
POI	Disconnect	4/0 ACSR	Overhead	12470	80	0.445	0.809306	0.7112	3.020632	0.004136	0.007898	0.007125	0.029432		
Disconnect	Riser	4/0 ACSR	Overhead	12470	430	0.445	0.809306	0.7112	3.020632	0.023306	0.042385	0.038295	0.158157		
Riser	Grid 4Tow	750 Kcmil AL	Underground	12470	80	0.064	0.0534	0.1017	0.0849	0.003293	0.001718	0.005252	0.004368		
Grid 4Tow	Pad #1	750 Kcmil AL	Underground	12470	10	0.064	0.0534	0.1017	0.0849	0.000412	0.000215	0.001314	0.000546		
Pad #1	Pad #2	1/0 AWG AL	Underground	12470	110	0.71	0.04	0.1339	0.1018	0.044546	0.008489	0.070804	0.021404		



UTILITY INTERCONNECTION NOTES:

1. INVERTERS (INV.) CHINT POWER SYSTEMS SCH125KTL-DG/US-600 1500VAC 600VDC NEMA 4X MOUNTED ON UNISTRUT. INVERTERS ARE UL1741-SA-2016 LISTED AND IEEE 1547-2018 COMPLIANT. INVERTER SHALL HAVE INTEGRATED AC & DC DISCONNECTS.
2. DAS SYSTEM TO BE DESIGNED AND ENGINEERED BY SELECTED DESIGNATED PARTY.

ONE LINE POWER DIAGRAM LEGEND

- LOAD-BREAK SWITCH FUSE SIZE AS INDICATED
- TRANSFORMER, SIZE AS INDICATED
- CIRCUIT BREAKER
- CURRENT TRANSFORMER
- POTENTIAL TRANSFORMER SOLID STATE TRIP UNIT
- GROUND
- LIGHTNING ARRESTOR
- CABLE TERMINATION/LOAD ELBOW
- FUSE
- GROUP AIR (GOAB) SWITCH
- REVENUE METER (BY UTILITY)
- 200A 200A LOAD BREAK ELBOWS

PV SYSTEM SUMMARY	
PV MODULES	72 CELL 395W
MODULES QUANTITY	10224
DC RATING AT STC	4.038 KW
AC RATING	4.875 KW
INVERTER	125 CPS SCH125KTL-DG/US-600
INVERTER MAX VDC INPUT	1500 VDC
INVERTER MPPT WINDOW	875-1300 VDC

DEVICE NO.	DESCRIPTION
27	UNDERVOLTAGE RELAY
50/51	INSTANTANEOUS/TIME OVERCURRENT RELAY
51G	GROUND OVERCURRENT RELAY
59	OVERVOLTAGE RELAY
59G	GROUND OVERVOLTAGE RELAY
81O	OVERFREQUENCY RELAY
81U	UNDER FREQUENCY RELAY

LEGEND

- OVERHEAD
- ABOVE GROUND
- PRIMARY
- SECONDARY

PRELIMINARY
NOT FOR CONSTRUCTION

REV.	DESCRIPTION	DATE	DRAWN BY	CHECKED BY	APPROVED BY
B	UPDATED P.O.I.	06/03/19	PAV	JED	JJS
A	PRELIMINARY DESIGN	05/21/19	PAV	JED	JJS

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Fax 207-621-1177
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PITTSFIELD SOLAR
CURTIS STREET
PITTSFIELD, ME 04967

SCALE: NONE SIZE: ANSI D

ELECTRICAL ONE-LINE DIAGRAM

DATE 05/21/19
DRAWN BY PAV
CHECKED BY JED
SHEET 1 OF 1
DRAWING # 22147-07
REVISION # 2100

System Operations and Maintenance

At hep energy USA we believe that the design and implementation of a solar project maintenance program will help maximize uptime and extend the life of the plant. The delivery of solar power without any disruption maintains the stream of economic value generated by each kilowatt hour of production, and proper service is a critical component to ensuring optimal performance while minimizing the risks of downtime.

O&M issues will be identified and outlined in a maintenance manual developed during project closeout. hep site managers oversee maintenance and the ordering of spare parts and equipment, and communicates with our clients, the utility as needed. Whenever possible hep completes all maintenance in house and prefers to avoid using outside vendors.

As an O&M operator we are developing a dedicated team of field-service engineers and technicians who will actively oversee the quality and performance of a solar project with effective maintenance for the New England region. Our maintenance contracts will be tailored to meet the needs of each array and client.

The following services are included in any hep maintenance agreement:

Site visits: hep maintenance team will come on site to inspect the installation and analyze whether it is producing the amount of power it has promised. In Asia, hep is now using drones with infrared cameras to detect any module anomalies.

Electrical system checks: hep will check the electrical systems to make sure they are performing properly — and make corrections if they are not.

Solar Inverter preventative maintenance: hep, working with Chint, one of our worldwide inverter alliance partners, will develop and execute the recommended maintenance plan and change out schedule for each inverter.

Included in all hep energy USA O & M contracts are the following:

- Audit of energy production
- Evaluation of network voltage and frequency
- Inventory and spare parts management
- Environment conditions control
- Coordination of warranty repairs and regular service checks

3. Financial Proposal

The Town of Lisbon requested bill credits totaling $225,000, with in 2020 terms equates to a total of 1,875,000 kWh of bill credits (+/-), which equates to a system size of approximately 1.5 MWDC

The Pittsfiled Solar system is predicted to have an annual output of _6,982.500 kWh, subject to weather, maintenance and seasonal variability. Therefore, we propose that The Town of Lisbon subscribe to 21% of the output of either the Pittsfiled solar or Gorham solar projects to achieve their savings and benefits goals

Pittsfield Solar PV Array System Output 6.982 MW/DC est		
Assigned to	System Allocation in DC	Annual KWhs (approx.)
The Town of Lisbon	21%, or approximately 1.5 MW DC	1,875,000

Or

Gorham Solar PV Array System Output 6.982 MW/DC est		
Assigned to	System Allocation in DC	Annual KWhs (approx.)
The Town of Lisbon	21%, or approximately 1.5 MW DC	1,875,000

The financial impact of this system is as follows:

- Assuming The Town of Lisbon takes power at the Medium General Service Rate, and based on the 2020 calculation, a bill credit of $0.127597 for each kilowatt hour generated will be allocated to The Town of Lisbon's meters
- As the subscriber to the program, Pittsfield Solar will assign these bill credits to The Town of Lisbon at a discount price of $0.0878 cents per kilowatt hour for the first year. This will give The Town of Lisbon **a potential savings of $74,619.00 in year one, and an anticipated overall savings of $1,492,387.00 over the 20-year life of the PPA.**
- For each consecutive year of the 20-year Power Purchase Agreement, the Solar's rate will stay fixed or increase by 1.50%, depending on which option you decide you pursue. This is historically below the annual rate of increase for the Medium General Service rate offered by Central Maine Power Company. Please see attached table at the end of this section for details
- Pittsfield Solar is transacting with The Town of Lisbon for bill credits and is providing an option to buy the rights to any Renewable Energy Credits or other

environmental or generating attributes which may be available to it either now or in the future

PPA Pricing Options	
Years 1-20	Base bid $0.0878 PPA price with a 1.50% escalator for 20 years [No RECs]
Years 1-20	Base bid $0.0996 PPA price with a 1.50% escalator for 20 years [With RECs]
Years 1-20	Base bid $0.10967 PPA price fixed for 20 years [No RECs]
Years 1-20	Base bid $0.1198 PPA price fixed for 20 years [With RECs]

4. Example Projects by hep Global & hep energy USA LLC

SOLAR FACT SHEET

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BAREFOOT LANDFILL SOLAR

Barefoot Solar is a solar PV project with a maximum output of 5.348 MW DC, and it is anticipated to generate 6.64 gigawatt hours of electricity annually. The project site is physically located on Eskelund Drive in Fairfield, Maine. It is situated on a 23.5-acre capped landfill site, comprised of four parcels, all owned by the Town of Fairfield. The landfill was formerly a municipal solid waste site that has undergone the formal State closure process and was officially closed in 1993.

Fairfield, Maine

Project Information	Units	Barefoot/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Barefoot
Technology		Solar PV
Project Capacity	MW DC	5.348
Project Capacity	MW AC	4.320
Est Year 1 Generation	MWh	7063
Location	Address, City/Town	Eskelund Drive Fairfield Maine
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Eskelund Drive Fairfield Maine
P 50s		Please see attachment 3
Latituden		44°35'35.6"N
Longitude		69°36'27.6"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**817D3**
Expected Point of Interconnection		Webb Road Waterville
Status of permitting/approvals	(description)	Local and State permits complete
Status of Interconnection Agreement	(description)	Executed Interconnection Service Agreement
Interconnection Queue Position		1
Permitting & Interconnection Process		Complete
COD (Anticipated)		Q 3, 2021
Unique Attributes		
This is a Landfill Site		
Superior Town support		
Local Labor will be utilized as much as possible		

hep energy USA LLC
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207.747.4800
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SOLAR FACT SHEET

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TRANSFER LANDFILL SOLAR

Located on the largest capped landfill in the State of Maine the Transfer Solar project has tremendous community support and is nearing the final stages of permitting. Although there is additional land at the site, due to interconnection constraints this project is being capped at 5.00 MW AC

Waterville, Maine

Project Information	Units	Transfer/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Transfer
Technology		Solar PV
Project Capacity	MW DC	6.408
Project Capacity	MW AC	4.875
Est Year 1 Generation	MWh	8178
Location	Address, City/Town	Webb Road, Waterville
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Webb Road Waterville
P-50s		See Attachment 3
Latitude		44°31'31.9"N
Longitude		69°42'01.6"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**839D1**
Status of permitting/approvals	(description)	Local and State permitting underway
Status of Interconnection Agreement	(description)	Interconnection Study Underway
Interconnection Queue Position		75
Completion of Permitting & Interconnection		June 2020
COD		Q2 2022

Unique Attributes

This is the highest and best use of the capped Landfill

Lease and tax revenues offset current municipal annual financial burden at the facility

Where possible hep will employ local contractors to complete multiple scopes of work at the site

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SOLAR FACT SHEET

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BROADHEAD

Broadhead Solar is a solar PV project with a maximum output of 6.105 MW DC, and it is anticipated to generate 7.87 gigawatt hours of electricity annually. The project is situated on a 28-acre parcel of land which is owned by the City of Waterville. The site is a portion of the Robert LaFleur Municipal Airport. Access to the site is directly off the Webb Road, a public way. Abutting properties are the airport, a residential property and a transmission line.

Waterville, Maine

Project Information	Units	Broadhead/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Broadhead
Technology		Solar PV
Project Capacity	MW DC	6.105
Project Capacity	MW AC	4.884
Est Year 1 Generation	MWh	7910
Location	Address, City/Town	Webb Road, Waterville
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Webb Road Waterville
P 50s		See attachment 3
Latitude		44°31'19.76"N
Longitude		69°40'46.90"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**855D2**
Expected Point of Interconnection		Webb Road Waterville
Status of permitting/approvals	(description)	Local and State permits complete
Status of Interconnection Agreement	(description)	Executed Interconnection Service Agreement
Interconnection Queue Position		7
Anticipated Completion of Permitting		Local & State Permits Complete
and Interconnection Process		Executed Interconnection Service Agreement
COD (Anticipated)		Q 3 2021
Unique Attributes		
Located on unusable Municipal Airport Land		
Excellent Community Support		
Project has cleared all FAA permitting hurdles		

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SOLAR FACT SHEET

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AIRLINE

This project is located on the site of a former Sawmill on route 9 in Clifton Maine. The sawmill was demolished in the late 1990's. The site is 80 acres overall with significant wetlands. There is very little road frontage and solar appears to be the highest and best use of the property. The site is dissected by 3 separate utility lies. Although rural in nature the project is less than 30 minutes from downtown Bangor Maine.

Clifton, Maine

Project Information	Units	Airline/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Airline Solar
Technology		Solar PV
Project Capacity	MW DC	6.552
Project Capacity	MW AC	4.988
Est Year 1 Generation	MWh	8247
Location	Address, City/Town	45 Airline Road Clifton Maine
Utility	CMP/Emera	Emera
Expected Point of Interconnection		45 Airline Road Clifton Maine
P 50s		See attachment 3
Latitude		44°47'41.4"N
Longitude		68°33'39.0"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		GS1
Expected Point of Interconnection		Webb Road Waterville
Status of permitting/approvals	(description)	Local and State permits Underway
Status of Interconnection Agreement	(description)	Interconnection Study Underway
Interconnection Queue Position		20
Anticipated Completion of Permitting		October, 2020
COD (anticipated)		Q3, 2021
Unique Attributes		
This is the back-lot of a former sawmill.		
Industrial zoned large lot with significant wetlands		
Utility Scale Solar development appears to be highest and best use of the location		

hep energy USA LLC
57 Exchange Street, Ste 100, Portland, ME 04105
207.747.4800
www.hep.global

SOLAR FACT SHEET

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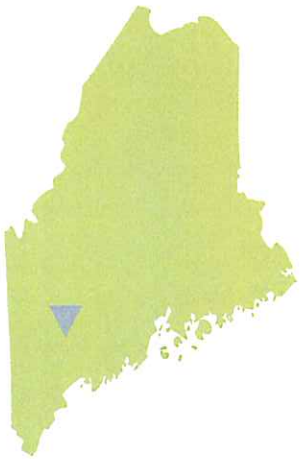
FARMINGTON

This project is located on a previously harvested wooded lot. The land which is owned by an elderly couple will be leased for 25 years and provide a solid annual income to them and their family.



Project Information	Units	Farmington/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Farmington
Technology		Solar PV
Project Capacity	MW DC	6.408
Project Capacity	MW AC	4.875
Est Year 1 Generation	MWh	8360
Location	Address, City/Town	Wilton Road, Farmington Maine
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Wilton Road Farmington
P-50s		See Attachment 3
Latitude		44°39'22.3"N
Longitude		70°09'08.1"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**858D3**
Expected Point of Interconnection		Wilton Road Farmington
Status of permitting/approvals	(description)	Local and State permits underway
Status of Interconnection Agreement	(description)	Interconnection Study Underway
Interconnection Queue Position		66
Anticipated Completion of Permitting		October, 2020
COD (Anticipated)		Q 4 2021

Unique Attributes

This previously forested land was not replant and is essentially waste land.

This project will allow the landowners to retain all their property

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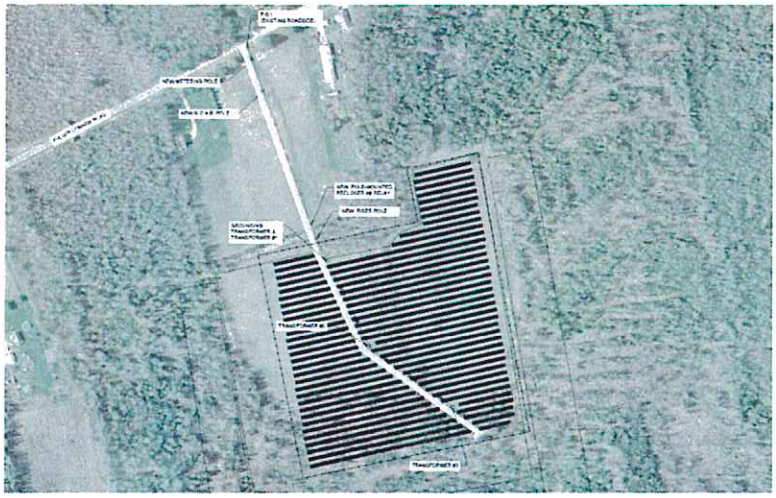
SOLAR FACT SHEET

hep there is no planet b.

HARTLAND

Located on underutilized farm land, and on a back lot in Hartland Maine. This project is located in a low-income district and will contribute greatly to the community.



Hartland, Maine

Project Information	Units	Hartland/Respondent Inputs
Developer Name		hep Energy USA Project Development, LLC
Project Name		Hartland
Technology		Solar PV
Project Capacity	MW DC	5.246
Project Capacity	MW AC	4.
Est Year 1 Generation	MWh	6714.9
Location	Address, City/Town	Fuller Corner Hartland Maine
Utility	CMP/Emera	CMP
Expected Point of Interconnection		Fuller Corner
P 50s		See Attachment 3
Latitude		44°51'01.2"N
Longitude		69°27'13.1"W
Status of Site Control	(description)	Executed Lease Agreement
Utility Circuit		**824D2**
Status of permitting/approvals	(description)	Local and State permits almost complete
Status of Interconnection Agreement	(description)	Executed Interconnection Service Agreement
Interconnection Queue Position		14
Completion of Permitting & Interconnection		Anticipated December 2019
COD (Anticipated)		Q 4 2021
Unique Attributes		
Highest and best use of property		
Project uses existing field and minimizing removal of forestry		

hep energy USA LLC
57 Exchange Street, Ste 100, Portland, ME 04105
207.747.4800
www.hep.global

Representative Projects

Germany

SOLAR PARK SPREMBERG

Capacity:	5.3 MWp
Energy form:	solar
Surface area:	18 ha (44.4 acres)
Location:	Brandenburg Germany
Modules:	23,856 x Q-Cells
Inverters:	8 x Schneider Electric Xantrex 630
Status:	In operation since May 2009
Services:	Project Development Construction Operation Financing

Great Britain

SOLAR PARK TREFULLOCK

Capacity:	5 MWp
Energy form:	solar
Surface area:	18 ha (44.4 acres)
Location:	Summercourt
Modules:	21,096 x Bosch Solar Energy AG
Inverters:	293 x SMA Solar Technology AG
Status:	In operation since July 2011
Services:	Project Development Construction Operation Financing

Japan - Ono

Ono is one of four sites currently in operation in Japan. During the land preparation stage of construction, an unmarked, unregistered historic Shinto Shrine was discovered,

SOLAR PARK ONO

Capacity:	2.2 MWp
Energy form:	solar
Surface area:	8.6 ha (21.4 acres)
Location:	Hyogo Prefecture
Modules:	8,220 x Winaico WST-H [illegible]275W
Inverters:	69 x ABB String Inverter (Trio 27.6-TLOUTD-2SX-400)
Status:	In operation since Feb 2017
SPV:	HEP SPV 2 Japan KK
Services:	Project Development Construction Operation Financing

January 3, 2020

TitanGen
750 Main Street, Suite 1000
Hartford, CT 06103
ATTN: Adam Teff, General Manager
ATeff@TitanEnergyNE.com

RE: RFP for Town of Lisbon, ME, dated 21 December 2020

Hello:

Consolidated Edison Solutions, Inc. ("Con Edison Solutions" or "CES") is pleased to provide this response to your solicitation for a Net Energy Billing Purchase Agreement.

Con Edison Solutions has completed development and is constructing solar farms for our Maine Community Solar program. The first CES Maine projects are expected to be in service in mid-2021 with additional MW's of capacity on-line in 2021 and 2022.

Consolidated Edison Solutions is a wholly owned subsidiary of Con Edison Clean Energy Businesses, Inc. ("Con Edison CEB"), **the 2nd largest owner/operator of solar PV in North America**. Our principal business is the ownership and operation of renewable energy assets. As a leading energy producer, the Con Edison CEB constructs, owns and operates renewable and energy storage projects by providing engineering, construction management, capital, and operations and maintenance services. This deep experience in the management of renewable power facilities ensures long term stability for our Customers.

Our qualifications include:

- Developing, owning, and operating a wide range of solar and energy storage facilities including roof/ground-mounted and carport systems varying from modest rooftops to >100MW solar farms.
- 49 MWac of assets in New England, including municipal, institutional, and industrial behind-the-meter projects, and Net Energy Billing and Community Solar programs.

Thank you for your consideration. Please contact me at 484.354.5636 or laynes@conedceb.com for any questions or the next steps.

Sincerely,

Scott Layne, CEM
Program Manager

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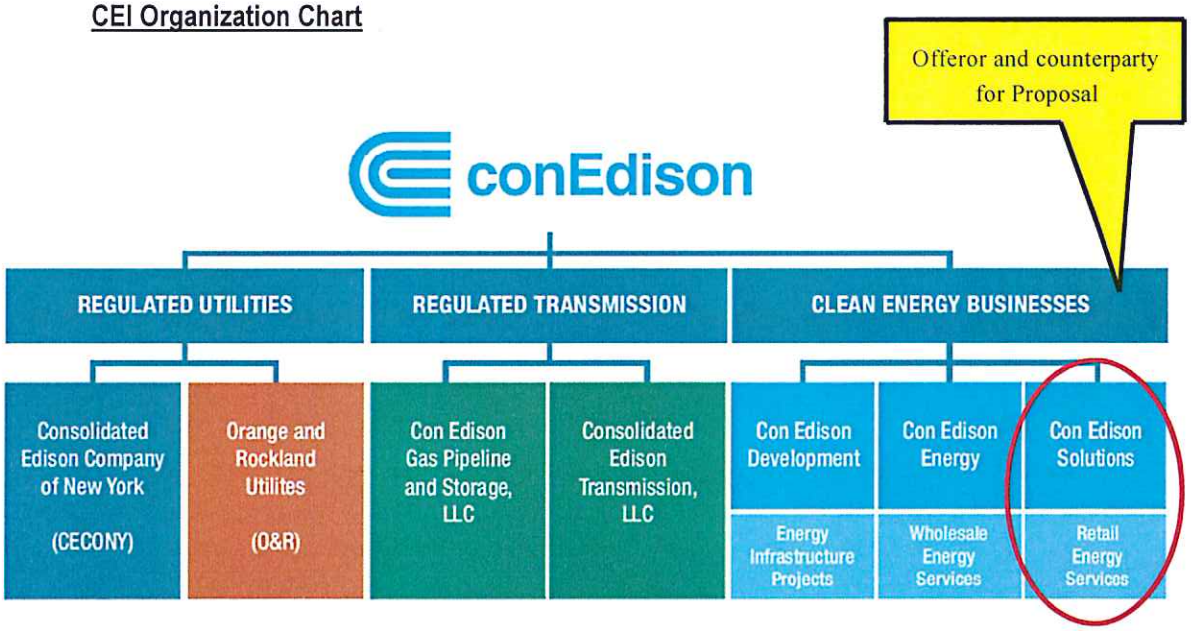
Attachment 2 - Project Team Resumes
Attachment 3 - Medium Commercial Subscriber Example Contract
Attachment 4 - Medium Commercial Subscriber Example Contract

A. Company Overview

Consolidated Edison, Inc. (CEI) is an energy holding company that owns Con Edison Clean Energy Businesses, Inc. (Con Edison CEB) along with diverse regulated electric, gas, and steam delivery utilities, and electric transmission facilities and gas pipeline and storage facilities. The Con Edison CEB develop, own, and operate renewable and energy infrastructure projects and provide energy related products and services to wholesale and retail customers. Con Edison CEB has an operating portfolio of solar, wind, and energy storage assets totaling over 2,600 MWac, of which more than 2,200 MWac is grid connected solar. We operate and maintain over 100 renewable energy sites.

To better serve customers, Con Edison CEB has three principal businesses: **Consolidated Edison Solutions, Inc.**, Consolidated Edison Energy, Inc. and Consolidated Edison Development, Inc. Retail energy services including programs like the **Maine Net Energy Billing Credits** program are provided by Con Edison Solutions, the offeror and counterparty for this Proposal.

CEI Organization Chart



Locally and at consumer scale, Con Edison Solutions' project teams have implemented over 50 MW of projects sized between 1 and 5 MW. Our customers' solutions include behind-the-meter, community solar, net meting and net energy billing, and in some markets, residential/commercial installation services.

Con Edison Solutions is headquartered in Valhalla, New York and operates nationwide using matrixed project staffing with assignments based on the requirements of each project and the corresponding knowledge and expertise of each business unit and individual. The Con Edison Solutions approach draws upon the capabilities and experience of the three Clean Energy Businesses to provide a full spectrum of expertise to each project, supporting government, commercial/industrial, and residential customers.

Maine Project Team

The Con Edison CEB have been working in Maine since the mid-1990's. In 2019, anticipating passage of net energy billing legislation (ME. Stat.35-a Section 3487), we deployed a dedicated Maine Team and enlisted partners to construct a portfolio of solar farms for customers of CMP and Versant.

Key players on our Maine Team and their roles are listed below: [See Appendix for individual resumes.]

Individual	Title	Project Role	Contact Information
Tom Sweeney	Managing Director BTM	Signatory to Contract	*furnished on request*
Ian Diamond	Director, Project Development	Solar farm developer	diamondi@conedceb.com
Dale Ostrander	Director, Project Management	Oversees execution	ostranderd@conedceb.com
Gavin Nagle, PE	Manager, Engineering	Manages engineering phase	nagleg@conedceb.com
Brian Oldakowski	Project Engineer	Design engineering	oldakowskib@conedceb.com
Louqmane "Luke" Tidjani, PE, CEM	Project Manager	Manages construction phase	tidjanil@conedceb.com
Scott Layne, CEM	Program Manager	Contracting, enrollment	laynes@conedceb.com
Theresa Sullivan	Contracts Administrator	Contracting, enrollment	sullivant@conedceb.com
Alyssa Watt	Asset Manager	Manages long term O&M	*furnished on request*

Monitoring and Asset Management

The Con Edison Clean Energy Businesses operate and manage a portfolio of over 2.6 GW of solar, wind and energy storage assets. Dedicated asset management personnel including in-house operations and maintenance teams ensure all facilities are operating to optimize energy production by minimizing downtime. Our Asset Management and Operations group was established in 2012 and has grown significantly with regional operations and maintenance facilities located across the country in proximity to the Con Edison CEB operating assets. All of Con Edison CEB's distributed energy systems are monitored at our Remote Operations Center (ROC) located in Valhalla, NY. Larger sites may have full time on-site personnel.

Personnel at the Remote Operations Center monitor system performance in real time and perform data validation and analyses to provide predictive maintenance and identify faults. Sites are monitored via on-site SCADA with uplinks to our Data Acquisition System (DAS). Con Edison CEB's robust DAS incorporates monitoring of system status and trends, inverters, relays, meters, transformers, physical security, and site weather. In addition to status and fault alerts, the system monitors actual versus expected production levels and provides alarms if target criteria are not met.

Con Edison CEB Remote Operations Center – Valhalla, New York

Operations Team

The Con Edison CEB Operations and Maintenance team is approximately 125 women and men who operate and maintain CEB assets seven days a week, 365 days a year. Together with Asset Management, the Operations Team is responsible for the safe, reliable, efficient, and compliant operation of our renewable energy portfolio of projects. The team operates in four regions (Northeast, South, Midwest, Southwest/West). Although geographically diverse, our regional teams utilize system-wide technology platforms and maintain regular communication enabling them to share best practices and leverage the experience of the entire team.

All Con Edison CEB projects are managed using an Oracle-based asset management program and master schedule to manage maintenance activities. These activities may include periodic maintenance (IR thermography), inspections (fire, life safety), permit compliance (stormwater management practices), life cycle replacement (of inverters) or grounds maintenance (mowing or snowplowing).

If a fault occurs at a project affecting electricity production an alarm will be generated and automatically sent to our Remote Operations Center (ROC). A technician or asset manager will verify site conditions and dispatch technicians as needed to correct any anomalies. Depending on the nature of the requirement, on-site services can be performed by Con Edison CEB personnel, third-party service providers, warranty service providers, utility (Central Maine Power) personnel or other specialists.

Operations Team Core Focus:

Safety: The Operations team prides itself in working safely across the country and fostering a safety culture that carries throughout the organization. Con Edison Clean Energy Businesses, Inc. EMR Rating = .77 (2018).

Operational Excellence: Operating and maintaining our assets in compliance with all federal, state, and local permits, environmental requirements, North American Electric Reliability Corporation (NERC) and Independent System Operator (ISO) requirements. Leveraging in-house expertise and industry best practices to ensuring plant availability levels that exceed industry standards thereby meeting project revenue goals.

Customer Focus: Create and enhance relationships with our customers and stakeholders in the communities where we reside.

Benefits of CES Approach

In this proposal Con Edison Solutions is offering a Subscription to CMP Net Energy Billing Credits. In this contract model all risk for solar production is with CES – Subscribers only pay for Net Energy Billing Credits generated by solar energy production. If the sun doesn't shine or the solar farm is off-line, you don't pay. All of our solar projects rely on achieving consistent revenue to amortize project costs and generate savings for our Subscribers. Therefore, Con Edison Solutions is highly motivated to maintain and optimize our solar farms.

B. Financial Qualifications

Con Edison's principal business is the development, construction and operation of energy assets. As a leading developer Con Edison CEB constructs, owns and operates renewable and energy storage projects by providing engineering, construction management, capital, and operations and maintenance services. This deep experience in the management of distributed generation facilities ensures long term stability for our customers.

As discussed in this Proposal, Con Edison Solutions is implementing several projects as part of a Maine portfolio strategy. The Clean Energy Businesses have access to parent company capital many times in excess of the Maine solar portfolio requirements. Approved projects will be funded from ConEdison Clean Energy Businesses working capital. In some instances, a project or projects may be resold in accordance with contractual conditions. Portions of the Maine portfolio may be re-capitalized with debt capital. Con Edison CEB has previously raised over $2B of non-recourse debt funding for its renewable energy portfolio due to Con Edison CEB being a strong operator of such assets. Please note that **obtaining external funding sources will not be a contingency for fulfilling this Agreement.**

Company Stability

Since 1823, the Con Edison family of companies has been committed to developing, maintaining, securing, and enhancing the viability and sustainability of our nation's energy infrastructure. With over 15,000 employees, CEI operates the most reliable electric utility in the world, the largest and most reliable steam distribution system, and as part of the Con Edison CEB we are **the 2nd largest owner/operator of solar PV in North America**. Con Edison Solutions' mission is to serve our country's and our customer's needs for resilient, renewable, and sustainable energy resources. Our goal is to enhance the resiliency and sustainability of our clients' energy infrastructure by offering energy efficiency and renewable energy solutions that meet clients' sustainability goals and objectives.

Financial Strength

CEI was one of the first public utilities in the U.S., and our stock is the oldest continuously traded public company on the New York Stock Exchange (NYSE: ED). As an indirect wholly owned subsidiary of CEI, Con Edison Solutions has strong financial credentials; CEI carries investment grade senior unsecured ratings from Standard & Poor's, Moody's, and Fitch, BBB+, Baa1, and BBB+, respectively. Our parent company maintains $58 billion in energy assets and has approximately $12.6 billion in revenue (2019). Consolidated Edison Inc. is considered investment grade Baa2 by Moody's.

https://conedison.gcs-web.com/credit-ratings-1.

More information about the financial performance of CES, Con Edison CEB, and CEI can be found at:

https://investor.conedison.com.

C. Past Project Development Experience

The Consolidated Edison Clean Energy Businesses own and operate over 100 utility-scale and behind-the-meter solar, wind, and energy storage installations totaling over 2,600 MWac. We manage more than 100 project sites spanning 17 states.

The Tables below list example projects recently completed by Con Edison CEB including many projects for government and public entities.

Partial list of ConEdison Clean Energy assets in operation incl. systems 1 to 5 MW

Project Name	Location (State)	Technology	MWac
Utility Scale			
Wholly owned projects			
PJM (PA,NJ,MD ISO) Assets	NJ/PA	Solar	53
New England Assets	MA/RI	Solar	24
California Solar	CA	Solar	110
Mesquite Solar 1	AZ	Solar	165
Copper Mountain Solar 2	NV	Solar	150
Copper Mountain Solar 3	NV	Solar	255
California Solar 2	CA	Solar	80
Texas Solar 5	TX	Solar	95
Texas Solar 4	TX	Solar	40
Texas Solar 7	TX	Solar	106
California Solar 3	CA	Solar	110
Upton Solar	TX	Solar	158
Panoche Valley	CA	Solar	140
Copper Mountain Solar 1	NV	Solar	58
Copper Mountain Solar 4	NV	Solar	94
Mesquite Solar 2	AZ	Solar	100
Mesquite Solar 3	AZ	Solar	150
Great Valley Solar	CA	Solar	200
Wistaria Solar	CA	Solar	100
Other	Various	Solar/Wind	48
Total MW Utility Scale			**2,236**

Examples of Community Solar and on-premises projects completed by Con Edison CEB.

Behind the Meter			
Northampton Community Solar	MA	Solar	4.3
Parkland College – Community Solar	IL	Solar	1.6
City of New Bedford - Quittacas	MA	Solar	4.2
Taunton Municipal Light & Power	MA	Solar	2
Wilson Assumption	MA	Solar	2
Desert Hot Springs	CA	Solar	2
University of Massachusetts	MA	Solar	4
Projects of less than 2 MW	Various	Solar	20
Total MW Behind the Meter			**40**
Total MW PV Operating Assets			**2,276**

Con Edison CEB includes Consolidated Edison Development, Inc. whose business focuses on large utility-scale energy assets. In the past 5 years, our average project size is 59.2 MWac inclusive of utility-scale and behind-the-meter projects.

Con Edison Solutions, Inc. serves government and institutional clients throughout the Unites States. Examples of solar projects completed with public entities are shown below.

Project Name	Location	Contract Type	Installation Type	1-5 MW	Multi-Site
Public Sector					
Archdiocese of New York	Various, NY	PPA	Rooftop		✓
City of Baldwin Park	Baldwin Park, CA	Design-Build	Carport/ Rooftop		✓
City of Kerman	Kerman, CA	PPA	Ground		
City of New Bedford	New Bedford, MA	PPA	Ground/ Rooftop	✓	✓
Columbia Airport	Columbia, SC	Design-Build	Ground	✓	
Ft. Totten, US Army Reserve	Queens, NY	ESPC	Rooftop		
Newark Airport	Newark, NJ	PPA	Rooftop		✓
City of New York	New York, NY	PPA	Rooftop	✓	✓
Taunton Municipal Light & Power	Berkley, MA	PPA	Ground	✓	
City of Plymouth (Tihonet)	Wareham, MA	PPA	Ground	✓	
Education					
Assumption College	Worcester, MA	PPA	Ground	✓	
Rocklin School District	Rocklin, CA	PPA	Carport		
University of Massachusetts	Amherst, MA	PPA	Carport/ Rooftop		✓
Warwick Central School District	Warwick, NY	ESPC	Ground	✓	

Relevant Project Examples

Details for recent similar solar projects completed by Con Edison CEB provided below.

1. **Northampton (MA) Community Solar**

   Project Size: 4320 kWac

   Project Type: Community Solar / Net Energy Billing

   Year Completed: 2019

   Features: All development, construction, financing, ownership and operations by CEB.

   Project Manager: Onur Qzdemir; Gavin Nagle, PE

2. **Marbletown (NY) Community Solar**

   Project Size: 3000 kWac

   Project Type: Community Solar / Net Energy Billing

   Features: All development, construction, financing, ownership and operations by CEB.

   Year Completed: 2019

   Project Manager: Louqmane Tidjani

3. **Little Quittacas, City of New Bedford (MA)** – Rochester, MA

   Project Size: 4200 kWac

   Project Type: Power Purchase Agreement

   Year Completed: 2013

   Features: All development, construction, ownership by CEB. 30 acre site in conservation area.

   Project Manager: Dale Ostrander

4. **Warwick Valley School District** – Warwick, NY

   Project Size: 1980 kWac

   Project Type: Virtual Net Metering / Net Energy Billing

   Features: Development, construction, financing and operations by CEB using ESPC contract.

   Year Completed: 2017

   Project Manager: Dale Ostrander

5. **University of Massachusetts** – Amherst, MA

   Project Size: 5300 kWac

   Project Type: Behind-the-Meter Solar, Power Purchase Agreement (PPA)

   Year Completed: 2016

   Features: Combination carports and ground mount in multiple locations.

   Project Manager: Gavin Nagle, PE

6. **Chicopee** – Chicopee, MA

   Project Size: 3000 kWac

   Project Type: Power Purchase Agreement

   Year Completed: 2017

   Features: Innovative public-private-partnership with National Guard, municipal utility and CEB.

   Project Manager: Dale Ostrander

Site Selection, Permitting & Environmental Considerations

Con Edison Solutions keenly understands permitting processes and actively interacts with local and ministerial authorities to ensure compliance and prevent delays. By getting out in front of key issues and incorporating stakeholder input at the earliest stages of design, we minimize time consuming review cycles and improve outcomes.

- Site selection, site control and completion of non-ministerial permits has been completed.
- Interconnection to the utility grid has been evaluated and resolved for the projects herein.
- Environmental specialists, engineers, local officials, and the community when designing and constructing solar projects. During this iterative process, plans can be modified to avoid disturbing sensitive species and habitats. We frequently relocate roadways, stormwater retention areas, and planned solar arrays to accommodate best practices in environmentally friendly design.

The Con Edison family of companies have more than 100 years of experience working with communities to deliver reliable energy services. We carefully consider potential environmental impacts from our work including mitigation, vegetation replacement, and site restoration. For example, at our 140 MWac Panoche solar facility in California, we allocated project funds to relocate endangered Giant Kangaroo Rats to more suitable locations.

Maine Portfolio Approach

Con Edison Solutions has a disciplined and thoughtful strategy when entering new markets. Anticipating a robust market for community solar in Maine, Con Edison Solutions set out early investigating and acquiring control for dozens of sites. CES' Maine solar portfolio consist of several projects in the 2-5 MWac range. Each project moves to construction when key permitting milestones are met. CES currently has ownership or site control agreements in place for 14+ sites in Maine representing 57 MWac of capacity.

The list below contains CES community shared solar projects in CMP territory scheduled for completion in 2021. We are currently filling Subscriptions on a first-come-first served basis.

2021 Community Solar Projects in CMP Territory						
Site	**MWdc**	**Plan COD**	**Land Control**	**Permits**	**Inter-connect***	**IA/Que Position**
Union B	6.2	Oct-21	100%	75%	100%	#142-QP1
Sanford	5	Oct-21	100%	100%	90%	#285-QP1
Gorham C	6.7	Nov-21	100%	50%	100%	#176-QP1
Gardiner	5.5	Nov-21	100%	100%	90%	#429-QP1
Etna A	6.7	Dec-21	100%	75%	75%	#169-QP2

*90% indicates that only the ISO-NE approval is outstanding

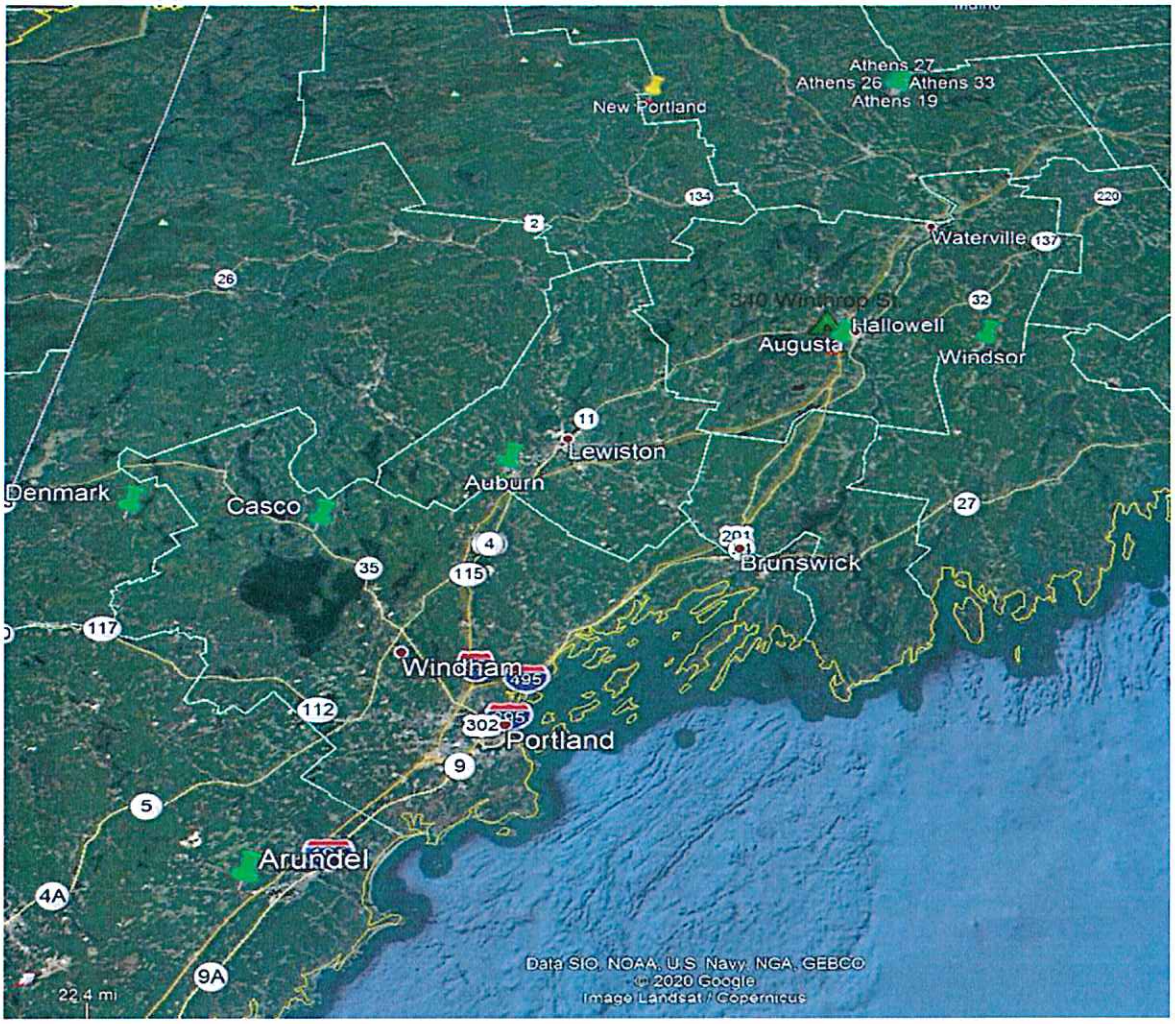
As a developer/owner/operator of diverse solar installations Con Edison Solutions has the capacity to manage projects at varying stages of maturity. We are currently developing and constructing solar PV projects in New York, Massachusetts, Maine, Illinois, Pennsylvania, and New Jersey. Across the United States we are developing solar, energy storage and distributed generation projects for customers in all vertical markets.

Maine 2021 Project Status

Con Edison Solutions, supported by our contracting and engineering partners, has completed and is actively completing environmental assessments, permit and interconnection applications, design engineering, geotechnical testing, legal and financing requirements, equipment procurement, and other aspects of implementation for our solar projects in Maine.

The first projects to be completed in CES' Maine portfolio are expected to be in service in June 2021 with additional project completions in Q3 and Q4 of 2021. A similar set of projects is scheduled for completion in 2022 allowing for seasonal weather patterns.

In addition to working with CMP, we are completing several community shared solar projects in Versant Bangor-Hydro service territory scheduled for completion in 2021.


Athens 27
Athens 26
Athens 33
Athens 19
New Portland
134
2
220
Waterville
137
26
32
Hallowell
Augusta
Windsor
11
Lewiston
Auburn
Denmark
Casco
4
35
115
201
Brunswick
27
117
Windham
495
112
302
Portland
9
5
Arundel
4A
9A
22.4 mi
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
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D. Schedule

A consolidated schedule for completion of the projects in Con Edison Solutions' ***Maine CMP1 Tranche*** is provided below. Detailed schedules for individual projects will be provided upon selection of Con Edison Solutions for this procurement.

Consolidated Edison Solutions, Inc. Maine Solar Portfolio - Tranche CMP1

Task Name	Start Date	End Date	Duration
Site Control	10/1/2019	3/31/2020	182
Project Development	10/1/2019	7/30/2020	303
Initial Permit Applications	1/1/2020	4/15/2020	105
Preliminary System Designs	12/15/2019	3/15/2020	91
Interconnection Process	**12/1/2019**	**7/30/2020**	242
Interconnection Application	12/1/2019	2/29/2020	90
System Impact Study	2/29/2020	6/29/2020	90
Interconnection Service Agreement	6/29/2020	**7/30/2020**	31
Permitting	**1/1/2020**	**1/1/2021**	366
Engineering & Design Set	4/15/2020	5/30/2020	45
Planning Board Approval Process	5/1/2020	7/30/2020	90
Building & Electrical Permits	10/1/2020	**1/1/2021**	92
Construction	1/1/2021	6/16/2021	166
Mobilization	12/1/2020	3/1/2021	90
Site Work	3/1/2021	4/15/2021	45
Equipment Procurement (Safe Harbor)	10/1/2019	11/1/2020	397
Mech/Elec Construction	4/1/2021	5/15/2021	44
Commissioning	6/1/2021	6/15/2021	14
Commercial Operation (COD)	6/16/2021	**6/16/2021**	0

E. Pricing & Contract

A sample Subscriber Agreement is included as Attachment 1.

The Subscriber will receive Net Energy Billing Credits from CMP corresponding to their shared financial interest (Subscription) in a Con Edison Solutions shared solar project. Each month, Net Energy Billing Credits will be applied by Central Maine Power to your CMP bill. Con Edison Solutions will invoice you for **85% of the value of the Net Energy Billing Credits** you receive, a **Subscriber Discount of 15%**

Discount Offer

CMP Accounts	Subscriber Discount	Estimated Annual Savings
SGS accounts	15%	$3,000
MGS accounts	15%	$18,750
Streetlight accounts	15%	$11,250
	TOTAL SAVINGS YR1	$33,000

Financial Benefits

Subscriber Electric Cost Before & After Community Solar				
LINE ITEMS	BASE YEAR		AFTER	DIFFERENCE
Utility Cost	$ 220,000	$	220,000	no change
Net Energy Billing Credits		$	220,000	new credits
Community Solar Subscription Cost		$	187,000	new billing
Electric Cost per Year	$ 220,000	$	187,000	TOTAL
Your Savings	15.0%	$	33,000	
Estimated Lifetime Savings		$	660,000	no inflation

Subscription Details

Net Energy Credit Determinants		
Utility Cost Allocation for NEB Credits		**100.0%**
Customer Allocation	KWdc	1,430.1
Customer Allocation	Kwac	1,021.5
Associated MWH/yr		1,787.6

Allocation by CMP Account

SUMMARY OF ESTIMATED NET ENERGY BILLING COSTS					ESTIMATED SAVINGS DETAIL		SUBSCRIPTION
Utility Account	Cost Prior	Value NEB Credits	CEB Billing	Cost After	Savings/Year	% Savings	KWdc Size
small accts (13)	$ 20,000	$ 20,000	$ 17,000	$ 17,000	$ 3,000	15.0%	127.4
medium accts (8)	$ 125,000	$ 125,000	$ 106,250	$ 106,250	$ 18,750	15.0%	814.2
streetlights (11)	$ 75,000	$ 75,000	$ 63,750	$ 63,750	$ 11,250	15.0%	488.5
-	$ -	$ -	$ -	$ -	$ -		-
	$ 220,000	$ 220,000	$ 187,000	$ 187,000	$ 33,000	15.0%	1430.1

Subscriber Benefits

- ✓ No upfront cost, no capital required
- ✓ Nothing to own or install
- ✓ Guaranteed Savings
- ✓ Locked in long-term value
- ✓ Fair contract, easy enrollment
- ✓ Most Reliable Company

Pricing Assumptions

A. Standard Subscriber Agreement and credit check.

B. Savings estimate based on consolidated commodity billing.

C. Savings estimate based on all accounts accepted by CMP for Net Energy Billing program.

D. ConEdison Solutions retains all environmental attributes/RECs.

Attachment 1 - Titan's Exhibit A

Exhibit A

Proposer acknowledges and agrees to the following payment terms:

A. Proposer, if selected under this RFP, agrees to pay TitanGen, LLC the RFP Fee in accordance with the terms set forth within the RFP. The specific amount will be equal to the Year-1 customer allocation of kilowatt-hours, multiplied by $.04.

B. The RFP Fee payment schedule shall be as follows: 20% within ten days of the NEB contract execution date; 20% within 10 days of Commencement of Construction of the System; and 60% within 10 days of receiving Permission to Operate.

C. Failure to pay the RFP Fee in a timely manner shall constitute an event of default and shall disqualify the selected Proposer from this RFP.

D. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of the RFP and this RFP Fee Agreement.

AGREED AND ACCEPTED:

Proposer Signature: DocuSigned by: Tom Sweeney D7A5F246EB054J5

Proposer Name (Printed): Tom Sweeney, Managing Director

Proposer Company: Consolidated Edison Solutions, Inc.

Date: 1/3/2021

Attachment 2 - Project Team Resumes

Ian Diamond
Senior Project Developer

Ian has overseen the development of more than 50 solar facilities. Most of Ian's solar experience has been with public sector entities across multiple states, including: City of New Bedford, MA; City of New York; Taunton Municipal Light & Plant, MA; City of Kerman, CA; Port Authority of New York & New Jersey; Greene County, NY; Erie County, NY; & numerous school districts in New York, New Jersey, Connecticut, Ohio and California. Ian has more than 30 years developing sustainable systems, including ten years of solar project development. Ian helps to manage project development and provide oversight to contract negotiations. He often meets with local officials during the development, permitting and approvals processes, and remains with projects to the operational phase.

Dale Ostrander
Director of Project Management

Mr. Ostrander has 30 years of experience in Operations managing turnkey construction projects, including staffing, budgeting and administration. His roles include client account management, quality management, strategic planning, contract negotiations, problem resolution, project management, and department administration. Major projects completed include a 141 MW DC solar PV system, a 104 MW DC solar PV system, an 84 MW DC solar PV system, and a 230 MW cogeneration plant. Dale is responsible for managing the personnel associated with the engineering, cost estimating, procurement, and construction for all solar projects developed by our in-house EPC team. He assists in the development of qualification submittals, proposals, contracts and subcontracts; oversees the estimating process, and establishes construction cost estimates. Prior to joining CES, Dale held positions at Quanta Wireless Solutions ranging from Field Engineer to Project Manager, to Executive Vice President. Dale holds a BS in Civil Engineering from The New Jersey Institute of Technology.

Gavin Nagle, PE
Engineering Manager - Renewables

Gavin has over 10 years' experience in the solar industry designing, estimating, and building turnkey projects both domestically and internationally. He has commercial and utility experience in the United States, Canada, Australia, and the United Arab Emirates acting as Construction Manager and Project Engineer for many utility scale ground mount single-axis tracker projects. These include both the Topaz and Desert Sunlight projects in California with a system capacity of 1.2 GWac and a total project development experience of approximately 2 GWac. Gavin supports our Project Managers and Construction Managers through construction and commissioning by performing site visits as necessary and overseeing testing and quality assurance checks of completed projects. Gavin is a licensed Professional Engineer who is OSHA 30 certified and adept in PV Syst and AutoCAD, he holds a BS in Mechanical Engineering with a Biomechanical Certificate from the Rutgers School of Engineering.

Brian Oldakowski
Engineer II

Brian has over 5 years' experience as a project development engineer and an electrical engineer mainly focused on the development and design of utility-scale PV plants. He has led teams in proposing over 5GW of utility-scale projects for potential EPC opportunities. Brian's responsibilities include assessing potential project sites, generating 8760 production profiles, developing financial LCOE models, designing and reviewing electrical drawings, preparing interconnection applications and single line diagrams, and supporting construction and commissioning. Brian is proficient in PVsyst and AutoCAD. He has completed OSHA 10 training and is a registered EIT in New Jersey. Brian holds a BS in Electrical Engineering from Villanova University.

Louqmane Tidjani, PE, CEM
Project Manager

Louqmane (Luke) manages all resources to ensure that the project is constructed on time and within budget while meeting or exceeding our customer's expectations and requirements. His responsibilities include design review, project analysis, preparation of construction documents, contract negotiations, subcontractor selection and management, material purchasing, scheduling, project budget and cost analysis, code compliance, and quality control. Louqmane has 27 years' industry experience and has managed construction for small, single measure, one facility projects to complex, multi-measure, multi-facility projects. He is a registered Professional Engineer in Massachusetts, OSHA certified, a Certified Energy Manger, and a member of the Association of Energy Engineers. Louqmane holds a BS in Mechanical Engineering, an MS in Mechanical Engineering, and an MBA from the University of Kansas.

Mark Chrisos
Senior Project Developer

Mark resides in Maine and has 38 years' experience in the industrial Environmental Health & Safety field. Mark is the principal Developer for several projects in the Maine portfolio. In addition, he oversees all site-specific safety plans, conducts field safety audits and attends local meetings for project reviews, plan approval and permitting. Mark is OSHA 30 trained and OSHA 40 Hazardous Material response trained.

Scott Layne, CEM
Program Manager

In Maine, Scott is one of the co-leaders for marketing and sales. He is part of a Team that manages contracting with end-use Subscribers and Independent Sales Representatives. With expertise in energy and building systems, Scott matches Maine Community Solar Subscribers with CES solar farms and reviews customer data for correct sizing and contract terms. He has 30 years of experience developing and delivering projects at large commercial and institutional facilities. Scott has a Bachelor of Science from Towson University and is a Certified Energy Manager since 1992.

Alyssa Watt
Asset Manager

Alyssa manages the Clean Energy Businesses portfolio of distributed generation and utility scale solar assets in the Northeast. As asset manager, she serves as the portfolio manager and main point of contact for Customers and other stakeholders once projects become operational. Prior to joining ConEd CEB, Alyssa held various roles in engineering and asset management, most recently at Terraform Power, a Brookfield Renewable Company, and C2 Energy Capital, a renewable energy investment fund. Alyssa completed a Bachelor of Science degree at Villanova University, and a Master of Science at Columbia University where her focus was on energy markets and corporate sustainability.

Attachment 3 - Small Commercial Subscriber Example Contract

INSERT PDF CONTRACT HERE

Consumer Disclosure Form for Marketing **Net Energy Billing Tariff Rate Projects to Small Commercial Customers** in Maine

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at https://www.maine.gov/mpuc/electricity/renewables/.

In 2019, the Maine Legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established under this legislation is the ***Net Energy Billing Tariff Rate*** *Program.*

You have received this document because you are a ***commercial electricity*** *customer, and a project sponsor,* ***Consolidated Edison Solutions, Inc.****, is marketing a share of such a* ***Tariff Rate Net Energy Billing*** *project to you.*

Under this program, a non-residential electricity consumer may participate by having a financial interest in a solar or other small renewable generation project. The output of this project will be reflected as a ***dollar credit*** *on the consumer's monthly electricity bill, based on the facility's generation and the rate established annually by the Public Utilities Commission (PUC) under this program. The annual rate approved by the PUC is based on the standard offer supply rate for the customer plus 75% of the transmission and distribution delivery rate applicable to the commercial class of that utility. You may see the currently approved rates* here.

This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered, but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. ***Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.***

1. Project Description

The project you are offered is a solar facility of 4.99 MW with a total annual estimated output of 6250 MWh located in Central Maine Power Territory, Maine. It is expected to go into service between January 1, 2021 and July 1, 2021.

2. General Description of Terms of Subscription

- You are being offered a subscription of <_____> kWdc of the project output for a term of 20 years.
- Under this arrangement, you would receive a **dollar credit** on your monthly electricity bill based on your share of the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is <$____ per kWh. At this current rate, the estimated value of this credit is approximately <$____> per month based on an assumption that your share of the project produces approximately <____> kWh per month. This value will change with variations in electricity rates and the project's output. **Note: You should not subscribe to a project share that produces more dollar credits than your annual usage as any unused dollar credits will expire after 12 months.**
- You would pay an up-front amount of $0.00.
- You would pay a **monthly** fee of 85% (eighty-five percent) per **dollar credit** that you receive on your monthly electricity bill.
- Your monthly fee **will not** change over the term of your contract.
- You would not be responsible for project costs.
- If you fail to make a payment on time, but make payment within ten (10) days of the due date, you will be charged interest on your late payment at the rate of twelve percent (12%) annually or at the rate allowable under law, if less. If you do not make payment within ten (10) days of the due date, the project sponsor may take any or all of the following actions: (1) terminate your contract; (2) charge you a termination fee; (3) take legal action, at your expense, to recover from you the amount you owe; and/or (5) report your failure to pay to credit agencies, which may negatively impact your credit rating.
- If you move within **your Utility's** service territory, there is no fee to transfer your address.
- You may sell or transfer your contract to anyone else in **your Utility's** service territory that is qualified to participate in this program. A fee may apply.
- You **may** cancel this contract. If you cancel this contract, a fee may apply.

Consumer Disclosure Form for Marketing **Net Energy Billing Tariff Rate Projects to Small Commercial Customers** in Maine

- You **are not** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating electricity.
- You should choose a project share that is roughly equal to or below your electricity usage as any unused credits will expire after 12 months.
- If you move from **your Utility's** service territory, you will no longer be eligible to receive bill credits associated with the project.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered "renewable."

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

Consolidated Edison Solutions, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, New York 10595

Phone number: 866-534-7839

Project Marketer Information (if applicable)

<Project Marketer Company>
<Project Marketer Mailing address line 1>
<Project Marketer Mailing address line 2>
<Project Marketer email>

Phone number: **<Project Marketer phone #>**

Please note that the Project Sponsor, Consolidated Edison Solutions, Inc., is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with Consolidated Edison Solutions, Inc. will not replace your obligations as a customer of your Utility and any fees paid to Consolidated Edison Solutions, Inc. are separate from payments and obligations you have as customers of your Utility.

If you have questions or want more information, see the renewable program information on the MPUC's website at https://www.maine.gov/mpuc/electricity/renewables/, MPUC Rule Chapter 313 (http://www.maine.gov/sos/cec/rules/65/407/407c313.docx) or call the MPUC at 1-800-452-4699.

Subscriber Agreement

Maine Net Energy Billing Tariff Program

This Subscriber Agreement (the "Agreement") dated [_____, 2020] (the "Effective Date") by and between Consolidated Edison Solutions, Inc, a New York corporation, with an office address of 100 Summit Lake Drive, Suite 210, Valhalla, NY 10595 (the "Provider") and [NAME OF CUSTOMER], a [INSERT STATE OF FORMATION AND TYPE OF ENTITY], with an office address of [_____] (the "Customer") (Provider and the Customer each being sometimes hereinafter referred to as a "Party" or collectively, as the "Parties").

1. **Introduction**

   a. This Agreement, consisting of the attached Consumer Disclosure Form (the "Disclosure Form"), these terms and conditions, and any attachments or addendums to this Agreement, is by and between the Provider and the Customer identified above and on the Disclosure Form attached hereto. Pursuant to this Agreement, the Parties agree that Customer has a financial interest in the Provider's solar project located in Central Maine Power Company or Emera Maine-Bangor Hydro service territory, or their Successors, (the "Project") and Provider agrees to deliver the energy production attributable to Customer's share of capacity (the "Customer's Share") in the Project to the Customer's electric utility (the "Utility").

   b. The Project is part of the Maine Net Energy Billing – Shared Financial Interest Tariff Rate Program (the "Program") administered by the Maine Public Utilities Commission. The Program permits customers of the Utility in whose service territory the Project is located to receive Net Energy Billing Credits (as defined below) on their energy bill. The Net Energy Billing Credits are associated with the electricity produced by the Project, but are not Renewable Energy Credits (RECs). The Provider is not a competitive energy supplier and this Agreement is not a competitive energy supply agreement or contract.

   c. The amount of Net Energy Billing Credits provided to the Customer each month will vary depending on factors such as the availability of sunlight.

   d. The Customer will remain a customer of the Utility and will be responsible for any charges on the Utility's invoice not offset by the Net Energy Billing Credits.

   e. The Project, the Customer's Share/Subscription Size, the Utility, and the Customer's Utility Account(s) are each identified on the Disclosure Form attached hereto and/or in other attachments to this Agreement.

   f. In exchange for the financial interest in the Project and Provider's delivery of energy to the Utility and the resulting Net Energy Billing Credits , the Customer agrees to pay the Provider in accordance with the terms and conditions set forth in this Agreement.

2. **Term** The Provider agrees to deliver the energy production attributable to the Customer's Share to the Utility for a period of twenty (20) years from the first utility billing cycle on which Net Energy Billing Credits appear, (the "Term").

3. **Community Solar Project Output; Bill Credits; Payment**

   a. **The Customer Share and Net Energy Billing Credits** . The Provider will deliver the energy production attributable to the Customer's Share/Subscription Size in the Project to the Utility and instruct the Utility to allocate the net energy billing credits ("Utility Bill Credits" or "Net Energy Billing Credits") generated by the Customer's Share pursuant to the Utility's electric service tariff to the Customer. Utility Bill Credits will be received as a credit to the Customer's Utility Account, as determined by the Utility in accordance with its electric service tariff. The Customer's Share, the name of the Utility, and the Customer's Utility Account are set forth in the Agreement. The Provider's services under this Section 3(a) are hereinafter referred to as "Community Solar Services."

   b. **Monthly Payments**. In exchange for the Provider's delivery of energy production from the Customer's Share in the Project to the Utility and for the Customer's receipt of Net Energy Billing Credits, the Customer will be charged each month during the Term ("Monthly Payment") an amount equal to: (i) the monetary value of Customer's Net Energy Billing Credits received by Customer multiplied by the monthly fee percentage (%) ("Billing Credit Discount Rate") set forth in this Agreement, plus (ii) applicable sales or use taxes. Monthly Payments are due on the due date specified in the bill sent by the Provider to the Customer.

   c. **Utility Billing Adjustments**. If the Utility makes a correction or other adjustment to the quantity of energy delivered by the Project to the Utility, then, in a subsequent billing cycle; (i) the Provider will issue

a credit to the Customer for the Net Energy Billing Credits associated with a downward adjustment to the quantity of energy delivered, or (ii) the Customer will pay the Provider for any upward adjustment to the quantity of energy delivered, in each case as calculated pursuant to Section 3(b).

d. **Fees; Late Charges.** In addition to any other amounts the Customer agrees to pay in this Agreement, the Customer agrees to pay the interest on late payments at the lesser of: (i) twelve percent (12%) annually or (ii) the maximum rate allowed by law.

e. **Payment Obligations**. THE CUSTOMER AGREES THAT ITS OBLIGATION TO PAY THE MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY THE CUSTOMER HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, INCLUDING BY THE CUSTOMER'S SUCCESSORS AND PERMITTED ASSIGNEES, IF ANY, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE CUSTOMER HEREBY WAIVES ALL RIGHTS THAT THE CUSTOMER MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE CUSTOMER'S NET ENERGY BILLING CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR THE CUSTOMER'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT.

4. **Community Solar/Net Metering Program Eligibility; Adjustments to the Customer's Share**

I. **Eligibility Representations.** In connection with the Customer's eligibility for Net Energy Billing Credits and authority to enter into this Agreement, the Customer represents and warrants to the Provider that:

a. the Customer is a nonresidential retail customer of the Utility and the owner of the Customer's Utility Account; and

b. the Customer has the authority to enter into this Agreement on behalf of the Customer's Utility Account and the individual signing this Agreement on behalf of the Customer is authorized to do so.

II. **Adjustments to the Customer's Share**. The Customer authorizes the Provider: (i) to adjust the Customer's Share as the Provider determines is reasonably necessary to comply with orders of governmental authorities or the requirements of the Utility and (ii) to assign the Customer's Share to a different project ("Substitute Project"), in which case the Provider will give the Customer not less than thirty (30) days' notice of the Substitute Project and thereafter, with respect to the ongoing obligations of the Parties under this Agreement, each reference to the Project in this Agreement shall be deemed to be a reference to the Substitute Project.

III. **Cooperation.** The Customer agrees to cooperate with the Provider and assist in preparing and obtaining any required documentation relating to the Customer's eligibility for Net Energy Billing Credits, including in the event of a Substitute Project.

5. **Obligations of the Provider**

a. **Project Operation; Delivery of Energy to Your Utility**. The Provider will operate the Project and will cause the energy output of the Project to be delivered to the Utility.

b. **Insurance.** The Provider will insure the Project and will be solely responsible for obtaining any insurance required by applicable law.

c. **Property Taxes; No Liens.** Property taxes on the Project will be the sole responsibility of the Provider.

6. **Conditions Prior to Interconnection Date and Sale of Net Energy Billing Credits**

a. The Provider's obligation to provide Solar Services under this agreement is conditioned on the following items having been completed to the Provider's reasonable satisfaction:

i. Approval of this Agreement by one of the Provider's financing parties;

ii. Confirmation of net energy billing tariff rate program, and tax credit payment availability in the amount used by the Provider to calculate the economic viability of the project and to extend the Billing Credit Discount Rate set forth in this Agreement;

iii. Receipt of all necessary zoning, land use and building permits; and

iv. Confirmation that no materially adverse change to the regulatory environment or the financial prospects or viability of the Project has occurred since the Effective Date.

b. To the extent not already obtained, the Provider may terminate this Agreement without liability or further obligation if, in its reasonable judgment, any of the above listed conditions (i) through (iv) will not be satisfied for reasons beyond its reasonable control.

7. **Disclaimer of Warranties** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CONSTRUCTION, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT.

8. **Ownership of the Project, Energy, Tax Credits and Rebates**

a. The Customer agrees that the Project and the energy produced by the Project are the Provider's personal property. The Customer understands and agrees that this Agreement is for Solar Services and is not a contract to sell or lease the Project to the Customer or a contract to sell energy to the Customer. The Provider owns the Project and the energy and other outputs produced by it for all purposes, including all data generated from the Project.

b. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TAX CREDITS, INCENTIVES, ENVIRONMENTAL ATTRIBUTES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN NET ENERGY BILLING CREDITS ARE THE PROPERTY OF, AND FOR THE SOLE BENEFIT OF, THE PROVIDER, USABLE AT ITS SOLE DISCRETION. THE PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. THE CUSTOMER AGREES TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY THAT WOULD ENTITLE THE UTILITY TO CLAIM ANY SUCH BENEFITS. THE CUSTOMER AGREES TO REASONABLY COOPERATE WITH THE PROVIDER SO THAT THE PROVIDER MAY CLAIM ALL SUCH TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE PROJECT. SUCH COOPERATION BY THE CUSTOMER MAY INCLUDE, BUT NOT BE LIMITED TO, TO THE EXTENT PERMITTED BY LAW, ENTERING INTO UTILITY BILL AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/ CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENTS OR THE UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO THE PROVIDER.

9. **Left Blank Intentionally**

10. **Moving or Transferring the Agreement**

a. The Customer may assign, sell, or otherwise transfer its interests pursuant to this Agreement, only after providing prior written notice to the Provider. The Customer may, at no cost, change the address and/or the Utility Account to which the Net Energy Billing Credits are applied, provided: (i) the address for the new/replacement Utility Account address is within the same Utility's service territory and (ii) such new/replacement Utility Agreement is also owned by Customer and able to utilize the same amount of Net Energy Billing Credits as the original Agreement as identified on the Disclosure Form. The effective date of such change will be the date on which the Utility permits the Provider to make such change. The Provider will not be liable to the Customer for any Net Energy Billing Credits that are lost or are otherwise unavailable as a result of such address change.

b. The Provider may assign, sell, or transfer the Project or this Agreement, and/or subcontract its responsibilities under this Agreement without the consent of the Customer, including, but not limited to, financing entities for the Project.

11. **Early Termination by Customer**

The Customer can terminate this Agreement, without cost, by providing ninety (90) days' advance notice to Provider. Early Termination by the Customer requires a minimum of ninety (90) days' advance written notice to the Provider; Early Termination by the Customer with less than ninety (90) days'advance written notice constitutes a default.

12. **Default**. The Customer will be in default under this Agreement if any of the following occurs:

a. The Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days beyond the due date;

b. The Customer terminates Customer's Utility Account or otherwise becomes ineligible to receive Net Energy Billing Credits;

c. The Customer has provided false or misleading financial or other information to obtain this Agreement;

d. The Customer assigns, transfers, encumbers, sublets, or sells this Agreement without the Provider's consent;

e. Customer terminates this Agreement with less than ninety (90) days' advance written notice; or

f. The Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, or Customer is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

13. **Remedies in Case of Default:**

a. If the Customer is in default under this Agreement, including, for example, as a result of the Customer's early termination of the Agreement with less than ninety (90) days' advance written notice, the Provider may take any one or more of the following actions, after first providing advance notice if required by law:

i. terminate this Agreement;

ii. take any actions reasonably necessary to correct the Customer's default or to prevent the Provider's loss, with any amount the Provider pays in connection with such actions being added to the amount the Customer owes the Provider and becoming immediately due;

iii. reassign the Customer's Share of the Project, and the benefits therefrom, to another customer, if available;

iv. proceed, by appropriate court action, to enforce Customer's performance of this Agreement and to recover damages for the Customer's default or breach of this Agreement;

v. recover from the Customer: (i) all amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill up to and including the month in which the default occurred, and ii) any new amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill from the month in which the default occurred until this Agreement is terminated,, plus (iii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; and

vi. recover from the Customer a payment (the "Termination Fee") equal to ninety (90) days of the estimated monthly Net Energy Billing Credits value, as reflected in the Disclosure Form attached to this Agreement.

vii. use any other remedy available to the Provider in this Agreement or by law.

b. The Provider may submit to credit reporting agencies negative credit reports that might be reflected on the Customer's credit record if the Customer does not pay any amounts due under this Agreement as required.

c. The Customer agrees to repay the Provider for all costs incurred by the Provider resulting from or in connection with the Customer's default, including, but not limited to, payment for all Monthly Payments due to Provider for the Net Energy Billing Credits received by the Customer, plus the Termination Fee set forth above.

d. By choosing any one or more of the remedies set forth above, the Provider does not give up its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Agreement, the Provider does not give up its right to use that remedy in case of a subsequent default.

14. **Limitation of Liability**

THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

15. **Force Majeure**

a. Except for a Party's obligation to make payments when due under this Agreement, a Party's obligation to perform under this Agreement will be suspended as a result of an event of Force Majeure. For purposes of this Agreement, a Force Majeure event means any event, condition, or circumstance beyond the control of, and not caused by, a Party's fault or negligence, and includes, without limitation, any failure to act caused by fire, flood, earthquake, severe weather, epidemics, pandemics, war, riots, terrorism, insurrection, sabotage, failure of the electric grid, or failure of equipment not utilized by Provider or under Provider's control, or the failure of the Project to produce electricity not caused by Provider's fault or negligence.

b. Except for a Party's obligation to make payments when due under this Agreement, if a Party is unable to perform some or all its obligations under this Agreement because of an event of Force Majeure, the Party will be excused from its performance subject to the following:

i. the Party claiming the event of Force Majeure gives notice to the other Party of the event of Force Majeure, the anticipated duration of the event, and the Party claiming the event of Force Majeure takes commercially reasonable steps to assist in the termination of the event;

ii. the Party's suspension of performance is of no greater scope or longer duration than is required by the event of Force Majeure; and

iii. no obligation of the Party that arose prior to the event of Force Majeure is excused.

16. **Applicable Law**

The laws of the State of Maine shall govern this Agreement without giving effect to its conflict of laws principles. The Customer and the Provider hereby consent to the exclusive jurisdiction of the state or federal courts situated in KennebecCounty, Maine for the resolution of any disputes not otherwise resolved by negotiation between the parties.

17. **Waiver**

Any delay or failure of a Party to: (i) enforce any of the provisions of this Agreement, including, but not limited to, any of the remedies listed in this Agreement, or (ii) require performance by the other Party of any of the provisions of this Agreement, otherwise shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision or affect the validity of this Agreement.

18. **Notices**

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the delivery date shown on the records of the overnight courier, or on the date shown on the return receipt. Notices to the Provider shall be sent to the following address:

Consolidated Edison Solutions Inc,
100 Summit Lake Drive
Valhalla, NY 10595
CESCommunitySolar@conedceb.com
Attention: Managing Director – BTM Solar

Notices to the Customer shall be sent to the address first shown above. Either Party may change the address to which such notices are to be sent by not less than ten (10) days prior written notice to the other Party.

19. **Entire Agreement; Changes**

This Agreement sets forth the Parties' entire agreement regarding the delivery of energy from the Customer's Share/Subscription Size, the allocation of the Customer's Net Energy Billing Credits, and the sale and purchase of Community Solar Services. There are no other agreements or understandings relating to the subject matter of this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both the Customer and the Provider. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

20. Notice and Right to Cancel

The Customer has the right to cancel this Agreement without penalty within three (3) business days after signing the Agreement by notifying Con Edison Solutions Community Solar Support at: (866) 534-7839

21. Customer Protections

Additional information about Net Energy Billing programs in Maine is available from the Maine Public Utilities Commission by visiting its website at https://www.maine.gov/mpuc/index.shtml or by telephone at 207-287-3831. For complaints or questions about this Agreement that cannot be resolved by contacting the Provider, Customers may contact the Office of the Maine Attorney General by visiting its website at https://www.maine.gov/ag/index.shtml or by telephone at 207-626- 8800.

THE PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES AND INTENDING TO BE BOUND, HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

Customer Name:

Customer Authorized Representative Signature:

_____

Name and Title (type or print):

Provider Name:

_____

Provider Authorized Representative Signature:

_____

Name and Title (type or print):

By entering into this Agreement, the Customer authorizes the Provider to request utility account information regarding the Customer from the Customer's utility, including, but not limited to, the Customer's historical electricity usage, cost, and billing information. The Provider is authorized to retain this information for the duration of this Agreement and 12 months thereafter.

Attachment 4 - Medium Commercial Subscriber Example Contract

INSERT PDF CONTRACT HERE

Consumer Disclosure Form for Marketing
Net Energy Billing Tariff Rate Projects to Medium Rate Commercial Customers in Maine

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at https://www.maine.gov/mpuc/electricity/renewables/.

In 2019, the Maine Legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established under this legislation is the ***Net Energy Billing Tariff Rate*** *Program.*

You have received this document because you are a ***commercial electricity*** *customer, and a project sponsor,* ***Consolidated Edison Solutions, Inc.****, is marketing a share of such a* ***Tariff Rate Net Energy Billing*** *project to you.*

Under this program, a non-residential electricity consumer may participate by having a financial interest in a solar or other small renewable generation project. The output of this project will be reflected as a ***dollar credit*** *on the consumer's monthly electricity bill, based on the facility's generation and the rate established annually by the Public Utilities Commission (PUC) under this program. The annual rate approved by the PUC is based on the standard offer supply rate for the customer plus 75% of the transmission and distribution delivery rate applicable to the commercial class of that utility. You may see the currently approved rates* here.

This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered, but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. ***Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.***

1. Project Description

The project you are offered is a solar facility of 4.99 MW with a total annual estimated output of 6250 MWh located in Central Maine Power Territory, Maine . It is expected to go into service between January 1, 2021 and July 1, 2021.

2. General Description of Terms of Subscription

- You are being offered a subscription of <_____> kWdc of the project output for a term of 20 years.
- Under this arrangement, you would receive a **dollar credit** on your monthly electricity bill based on your share of the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is <$____ per kWh. At this current rate, the estimated value of this credit is approximately <$____> per month based on an assumption that your share of the project produces approximately <____> kWh per month. This value will change with variations in electricity rates and the project's output. **Note: You should not subscribe to a project share that produces more dollar credits than your annual usage as any unused dollar credits will expire after 12 months.**
- You would pay an up-front amount of $0.00.
- You would pay a **monthly** fee of 85% (eighty-five percent) per **dollar credit** that you receive on your monthly electricity bill.
- Your monthly fee **will not** change over the term of your contract.
- You would not be responsible for project costs.
- If you fail to make a payment on time, but make payment within ten (10) days of the due date, you will be charged interest on your late payment at the rate of twelve percent (12%) annually or at the rate allowable under law, if less. If you do not make payment within ten (10) days of the due date, the project sponsor may take any or all of the following actions: (1) terminate your contract; (2) charge you a termination fee; (3) take legal action, at your expense, to recover from you the amount you owe; and/or (5) report your failure to pay to credit agencies, which may negatively impact your credit rating.
- If you move within **your Utility's** service territory, there is no fee to transfer your address.
- You may sell or transfer your contract to anyone else in **your Utility's** service territory that is qualified to participate in this program. A fee may apply.
- You **may** cancel this contract. If you cancel this contract, a fee may apply.

Consumer Disclosure Form for Marketing
Net Energy Billing Tariff Rate Projects
to Medium Rate Commercial Customers in Maine

- You **are not** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating electricity.
- You should choose a project share that is roughly equal to or below your electricity usage as any unused credits will expire after 12 months.
- If you move from **your Utility's** service territory, you will no longer be eligible to receive bill credits associated with the project.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered "renewable."

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

Consolidated Edison Solutions, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, New York 10595

Phone number: 866-534-7839

Project Marketer Information (if applicable)

<Project Marketer Company>
<Project Marketer Mailing address line 1>
<Project Marketer Mailing address line 2>
<Project Marketer email>

Phone number: **<Project Marketer phone #>**

Please note that the Project Sponsor, Consolidated Edison Solutions, Inc., is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with Consolidated Edison Solutions, Inc. will not replace your obligations as a customer of your Utility and any fees paid to Consolidated Edison Solutions, Inc. are separate from payments and obligations you have as customers of your Utility.

If you have questions or want more information, see the renewable program information on the MPUC's website at https://www.maine.gov/mpuc/electricity/renewables/, MPUC Rule Chapter 313 (http://www.maine.gov/sos/cec/rules/65/407/407c313.docx) or call the MPUC at 1-800-452-4699.

Subscriber Agreement

Maine Net Energy Billing Tariff Program

This Subscriber Agreement (the "Agreement") dated [_____, 2020] (the "Effective Date") by and between Consolidated Edison Solutions, Inc, a New York corporation, with an office address of 100 Summit Lake Drive, Suite 210, Valhalla, NY 10595 (the "Provider") and [NAME OF CUSTOMER], a [INSERT STATE OF FORMATION AND TYPE OF ENTITY], with an office address of [_____] (the "Customer") (Provider and the Customer each being sometimes hereinafter referred to as a "Party" or collectively, as the "Parties").

1. **Introduction**

   a. This Agreement, consisting of the attached Consumer Disclosure Form (the "Disclosure Form"), these terms and conditions, and any attachments or addendums to this Agreement, is by and between the Provider and the Customer identified above and on the Disclosure Form attached hereto. Pursuant to this Agreement, the Parties agree that Customer has a financial interest in the Provider's solar project located in Central Maine Power Company or Emera Maine-Bangor Hydro service territory, or their Successors, (the "Project") and Provider agrees to deliver the energy production attributable to Customer's share of capacity (the "Customer's Share") in the Project to the Customer's electric utility (the "Utility").

   b. The Project is part of the Maine Net Energy Billing – Shared Financial Interest Tariff Rate Program (the "Program") administered by the Maine Public Utilities Commission. The Program permits customers of the Utility in whose service territory the Project is located to receive Net Energy Billing Credits (as defined below) on their energy bill. The Net Energy Billing Credits are associated with the electricity produced by the Project, but are not Renewable Energy Credits (RECs). The Provider is not a competitive energy supplier and this Agreement is not a competitive energy supply agreement or contract.

   c. The amount of Net Energy Billing Credits provided to the Customer each month will vary depending on factors such as the availability of sunlight.

   d. The Customer will remain a customer of the Utility and will be responsible for any charges on the Utility's invoice not offset by the Net Energy Billing Credits.

   e. The Project, the Customer's Share/Subscription Size, the Utility, and the Customer's Utility Account(s) are each identified on the Disclosure Form attached hereto and/or in other attachments to this Agreement.

   f. In exchange for the financial interest in the Project and Provider's delivery of energy to the Utility and the resulting Net Energy Billing Credits , the Customer agrees to pay the Provider in accordance with the terms and conditions set forth in this Agreement.

2. **Term** The Provider agrees to deliver the energy production attributable to the Customer's Share to the Utility for a period of twenty (20) years from the first utility billing cycle on which Net Energy Billing Credits appear, (the "Term"). The date of the utility bill on which Net Energy Billing Credits first appear shall be known as the "Term Commencement Date".

3. **Community Solar Project Output; Bill Credits; Payment**

   a. **The Customer Share and Net Energy Billing Credits** . The Provider will deliver the energy production attributable to the Customer's Share/Subscription Size in the Project to the Utility and instruct the Utility to allocate the net energy billing credits ("Utility Bill Credits" or "Net Energy Billing Credits") generated by the Customer's Share pursuant to the Utility's electric service tariff to the Customer. Utility Bill Credits will be received as a credit to the Customer's Utility Account, as determined by the Utility in accordance with its electric service tariff. The Customer's Share, the name of the Utility, and the Customer's Utility Account are set forth in the Agreement. The Provider's services under this Section 3(a) are hereinafter referred to as "Community Solar Services."

   b. **Monthly Payments**. In exchange for the Provider's delivery of energy production from the Customer's Share in the Project to the Utility and for the Customer's receipt of Net Energy Billing Credits, the Customer will be charged each month during the Term ("Monthly Payment") an amount equal to: (i) the monetary value of Customer's Net Energy Billing Credits received by Customer multiplied by the monthly fee percentage (%) ("Billing Credit Discount Rate") set forth in this Agreement, plus (ii) applicable sales or use taxes. Monthly Payments are due on the due date specified in the bill sent by the Provider to the Customer.

   c. **Utility Billing Adjustments**. If the Utility makes a correction or other adjustment to the quantity of

energy delivered by the Project to the Utility, then, in a subsequent billing cycle; (i) the Provider will issue a credit to the Customer for the Net Energy Billing Credits associated with a downward adjustment to the quantity of energy delivered, or (ii) the Customer will pay the Provider for any upward adjustment to the quantity of energy delivered, in each case as calculated pursuant to Section 3(b).

d. **Fees; Late Charges.** In addition to any other amounts the Customer agrees to pay in this Agreement, the Customer agrees to pay the interest on late payments at the lesser of: (i) twelve percent (12%) annually or (ii) the maximum rate allowed by law.

e. **Payment Obligations.** THE CUSTOMER AGREES THAT ITS OBLIGATION TO PAY THE MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY THE CUSTOMER HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, INCLUDING BY THE CUSTOMER'S SUCCESSORS AND PERMITTED ASSIGNEES, IF ANY, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE CUSTOMER HEREBY WAIVES ALL RIGHTS THAT THE CUSTOMER MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE CUSTOMER'S NET ENERGY BILLING CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR THE CUSTOMER'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT.

4. **Community Solar/Net Metering Program Eligibility; Adjustments to the Customer's Share**

I. **Eligibility Representations.** In connection with the Customer's eligibility for Net Energy Billing Credits and authority to enter into this Agreement, the Customer represents and warrants to the Provider that:

a. the Customer is a nonresidential retail customer of the Utility and the owner of the Customer's Utility Account; and

b. the Customer has the authority to enter into this Agreement on behalf of the Customer's Utility Account and the individual signing this Agreement on behalf of the Customer is authorized to do so.

II. **Adjustments to the Customer's Share.** The Customer authorizes the Provider: (i) to adjust the Customer's Share as the Provider determines is reasonably necessary to comply with orders of governmental authorities or the requirements of the Utility and (ii) to assign the Customer's Share to a different project ("Substitute Project"), in which case the Provider will give the Customer not less than thirty (30) days' notice of the Substitute Project and thereafter, with respect to the ongoing obligations of the Parties under this Agreement, each reference to the Project in this Agreement shall be deemed to be a reference to the Substitute Project. In the event of a reduction in Customer's electrical needs, the Customer's Share may be reduced upon mutual agreement of Customer and Provider. Customer will be required to provide proof of reduction in electricity consumption and must provide at lease twelve (12) months advance notice prior to any reduction taking effect.

III. **Cooperation.** The Customer agrees to cooperate with the Provider and assist in preparing and obtaining any required documentation relating to the Customer's eligibility for Net Energy Billing Credits, including in the event of a Substitute Project.

5. **Obligations of the Provider**

a. **Project Operation; Delivery of Energy to Your Utility.** The Provider will operate the Project and will cause the energy output of the Project to be delivered to the Utility.

b. **Insurance.** The Provider will insure the Project and will be solely responsible for obtaining any insurance required by applicable law.

c. **Property Taxes; No Liens.** Property taxes on the Project will be the sole responsibility of the Provider.

6. **Conditions Prior to Interconnection Date and Sale of Net Energy Billing Credits**

a. The Provider's obligation to provide Solar Services under this agreement is conditioned on the following items having been completed to the Provider's reasonable satisfaction:

i. Approval of this Agreement by one of the Provider's financing parties;

ii. Confirmation of net energy billing tariff rate program, and tax credit payment availability in the amount used by the Provider to calculate the economic viability of the project and to extend the Billing Credit Discount Rate set forth in this Agreement;

iii. Receipt of all necessary zoning, land use and building permits; and

iv. Confirmation that no materially adverse change to the regulatory environment or the financial prospects or viability of the Project has occurred since the Effective Date.

b. To the extent not already obtained, the Provider may terminate this Agreement without liability or further obligation if, in its reasonable judgment, any of the above listed conditions (i) through (iv) will not be satisfied for reasons beyond its reasonable control.

7. **Disclaimer of Warranties** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CONSTRUCTION, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT.

8. **Ownership of the Project, Energy, Tax Credits and Rebates**

a. The Customer agrees that the Project and the energy produced by the Project are the Provider's personal property. The Customer understands and agrees that this Agreement is for Solar Services and is not a contract to sell or lease the Project to the Customer or a contract to sell energy to the Customer. The Provider owns the Project and the energy and other outputs produced by it for all purposes, including all data generated from the Project.

b. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TAX CREDITS, INCENTIVES, ENVIRONMENTAL ATTRIBUTES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN NET ENERGY BILLING CREDITS ARE THE PROPERTY OF, AND FOR THE SOLE BENEFIT OF, THE PROVIDER, USABLE AT ITS SOLE DISCRETION. THE PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. THE CUSTOMER AGREES TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY THAT WOULD ENTITLE THE UTILITY TO CLAIM ANY SUCH BENEFITS. THE CUSTOMER AGREES TO REASONABLY COOPERATE WITH THE PROVIDER SO THAT THE PROVIDER MAY CLAIM ALL SUCH TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE PROJECT. SUCH COOPERATION BY THE CUSTOMER MAY INCLUDE, BUT NOT BE LIMITED TO, TO THE EXTENT PERMITTED BY LAW, ENTERING INTO UTILITY BILL AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/ CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENTS OR THE UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO THE PROVIDER.

9. **Moving or Transferring the Agreement**

a. The Customer may assign, sell, or otherwise transfer its interests pursuant to this Agreement, only after providing prior written notice to the Provider. The Customer may, at no cost, change the address and/or the Utility Account to which the Net Energy Billing Credits are applied, provided: (i) the address for the new/replacement Utility Account address is within the same Utility's service territory and (ii) such new/replacement Utility Agreement is also owned by Customer and able to utilize the same amount of Net Energy Billing Credits as the original Agreement as identified on the Disclosure Form. The effective date of such change will be the date on which the Utility permits the Provider to make such change. The Provider will not be liable to the Customer for any Net Energy Billing Credits that are lost or are otherwise unavailable as a result of such address change.

b. The Provider may assign, sell, or transfer the Project or this Agreement, and/or subcontract its responsibilities under this Agreement without the consent of the Customer, including, but not limited to, financing entities for the Project.

10. **Early Termination by Customer**

After the tenth anniversary of the Term Commencement Date, Customer may terminate this Agreement, without cost, by providing twelve (12) months' advance written notice to Provider. Early termination by

the Customer after the tenth anniversary of the Term Commencement Date requires a minimum of twelve (12) months' advance written notice to the Provider; Early Termination by the Customer after the tenth anniversary of the Term Commencement Date with less than twelve (12) months' advance written notice constitutes a default. Termination by the Customer prior to the tenth anniversary of the Term Commencement Date constitutes a default.

11. **Default**. The Customer will be in default under this Agreement if any of the following occurs:

   a. The Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days beyond the due date;

   b. The Customer terminates Customer's Utility Account or otherwise becomes ineligible to receive Net Energy Billing Credits;

   c. The Customer has provided false or misleading financial or other information to obtain this Agreement;

   d. The Customer assigns, transfers, encumbers, sublets, or sells this Agreement without the Provider's consent;

   e. Customer terminates this Agreement after the tenth anniversary of the Term Commencement Date with less than twelve (12) months' advance written notice;

   f. Customer terminates this Agreement prior to the tenth anniversary of the Term Commencement Date; or

   g. The Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, or Customer is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

12. **Remedies in Case of Default;**

   a. If the Customer is in default under this Agreement, including, for example, as a result of the Customer's early termination of the Agreement, the Provider may take any one or more of the following actions, after first providing advance notice if required by law:

      i. terminate this Agreement;

      ii. take any actions reasonably necessary to correct the Customer's default or to prevent the Provider's loss, with any amount the Provider pays in connection with such actions being added to the amount the Customer owes the Provider and becoming immediately due;

      iii. reassign the Customer's Share of the Project, and the benefits therefrom, to another customer, if available;

      iv. proceed, by appropriate court action, to enforce Customer's performance of this Agreement and to recover damages for the Customer's default or breach of this Agreement;

      v. recover from the Customer: (i) all amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill up to and including the month in which the default occurred, and ii) any new amounts due and owing as a result of Net Energy Billing Credits issued by the Utility and appearing on the Customer's Utility Bill from the month in which the default occurred until this Agreement is terminated,, plus (iii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; and

      vi. recover from the Customer a payment (the "Termination Fee") equal to either: (1) if the Agreement is terminated prior to the tenth anniversary of the Term Commencement Date, the greater of (x) the estimated monthly Net Energy Billing Credits value, as reflected in the Disclosure Form attached to this Agreement, from the date of termination through the date of the tenth anniversary of the Term Commencement Date, or; or (2) if the Agreement is terminated after the tenth anniversary of the Term Commencement Date, twelve months of the estimated monthly Net Energy Billing Credits value, as reflected in the Disclosure Form attached to this Agreement.

      vii. use any other remedy available to the Provider in this Agreement or by law.

   b. The Provider may submit to credit reporting agencies negative credit reports that might be reflected on the Customer's credit record if the Customer does not pay any amounts due under this Agreement as required.

   c. The Customer agrees to repay the Provider for all costs incurred by the Provider resulting from or in connection with the Customer's default, including, but not limited to, payment for all Monthly Payments

due to Provider for the Net Energy Billing Credits received by the Customer, plus the Termination Fee set forth above.

d. By choosing any one or more of the remedies set forth above, the Provider does not give up its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Agreement, the Provider does not give up its right to use that remedy in case of a subsequent default.

13. **Limitation of Liability**

THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

14. **Force Majeure**

a. Except for a Party's obligation to make payments when due under this Agreement, a Party's obligation to perform under this Agreement will be suspended as a result of an event of Force Majeure. For purposes of this Agreement, a Force Majeure event means any event, condition, or circumstance beyond the control of, and not caused by, a Party's fault or negligence, and includes, without limitation, any failure to act caused by fire, flood, earthquake, severe weather, epidemics, pandemics, war, riots, terrorism, insurrection, sabotage, failure of the electric grid, or failure of equipment not utilized by Provider or under Provider's control, or the failure of the Project to produce electricity not caused by Provider's fault or negligence.

b. Except for a Party's obligation to make payments when due under this Agreement, if a Party is unable to perform some or all its obligations under this Agreement because of an event of Force Majeure, the Party will be excused from its performance subject to the following:

i. the Party claiming the event of Force Majeure gives notice to the other Party of the event of Force Majeure, the anticipated duration of the event, and the Party claiming the event of Force Majeure takes commercially reasonable steps to assist in the termination of the event;

ii. the Party's suspension of performance is of no greater scope or longer duration than is required by the event of Force Majeure; and

iii. no obligation of the Party that arose prior to the event of Force Majeure is excused.

15. **Applicable Law**

The laws of the State of Maine shall govern this Agreement without giving effect to its conflict of laws principles. The Customer and the Provider hereby consent to the exclusive jurisdiction of the state or federal courts situated in KennebecCounty, Maine for the resolution of any disputes not otherwise resolved by negotiation between the parties.

16. **Waiver**

Any delay or failure of a Party to: (i) enforce any of the provisions of this Agreement, including, but not limited to, any of the remedies listed in this Agreement, or (ii) require performance by the other Party of any of the provisions of this Agreement, otherwise shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision or affect the validity of this Agreement.

17. **Notices**

All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the delivery date shown on the records of the overnight courier, or on the date shown on the return receipt. Notices to the Provider shall be sent to the following address:

Consolidated Edison Solutions Inc,
100 Summit Lake Drive
Valhalla, NY 10595
CESCommunitySolar@conedceb.com
Attention: Managing Director – BTM Solar

Notices to the Customer shall be sent to the address first shown above. Either Party may change the address to which such notices are to be sent by not less than ten (10) days prior written notice to the other Party.

18. **Entire Agreement; Changes**

This Agreement sets forth the Parties' entire agreement regarding the delivery of energy from the Customer's Share/Subscription Size, the allocation of the Customer's Net Energy Billing Credits, and the sale and purchase of Community Solar Services. There are no other agreements or understandings relating to the subject matter of this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both the Customer and the Provider. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

19. **Notice and Right to Cancel**

The Customer has the right to cancel this Agreement without penalty within three (3) business days after signing the Agreement by notifying Con Edison Solutions Community Solar Support at: (866) 534-7839

20. **Customer Protections**

Additional information about Net Energy Billing programs in Maine is available from the Maine Public Utilities Commission by visiting its website at https://www.maine.gov/mpuc/index.shtml or by telephone at 207-287-3831. For complaints or questions about this Agreement that cannot be resolved by contacting the Provider, Customers may contact the Office of the Maine Attorney General by visiting its website at https://www.maine.gov/ag/index.shtml or by telephone at 207-626- 8800.

THE PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES AND INTENDING TO BE BOUND, HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

Customer Name:

Customer Authorized Representative Signature:

_____

Name and Title (type or print):

Provider Name:

_____

Provider Authorized Representative Signature:

_____

Name and Title (type or print):

By entering into this Agreement, the Customer authorizes the Provider to request utility account information regarding the Customer from the Customer's utility, including, but not limited to, the Customer's historical electricity usage, cost, and billing information. The Provider is authorized to retain this information for the duration of this Agreement and 12 months thereafter.

Ameresco Offer, 1.5% credit escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 144,483	$ 76,517.00
2	$ 223,193	$ 145,917	$ 77,276.43
3	$ 225,409	$ 147,365	$ 78,043.40
4	$ 227,646	$ 148,828	$ 78,817.98
5	$ 229,905	$ 150,305	$ 79,600.25
6	$ 232,187	$ 151,797	$ 80,390.28
7	$ 234,491	$ 153,303	$ 81,188.16
8	$ 236,819	$ 154,825	$ 81,993.95
9	$ 239,169	$ 156,361	$ 82,807.74
10	$ 241,543	$ 157,913	$ 83,629.60
11	$ 243,940	$ 159,481	$ 84,459.63
12	$ 246,361	$ 161,063	$ 85,297.89
13	$ 248,807	$ 162,662	$ 86,144.47
14	$ 251,276	$ 164,276	$ 86,999.46
15	$ 253,770	$ 165,907	$ 87,862.92
16	$ 256,288	$ 167,554	$ 88,734.96
17	$ 258,832	$ 169,217	$ 89,615.66
18	$ 261,401	$ 170,896	$ 90,505.09
19	$ 263,995	$ 172,592	$ 91,403.36
20	$ 266,616	$ 174,305	$ 92,310.54
Total			*$ 1,683,598.77*

Ameresco Offer, 0% credit escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 144,483	$ 76,517.00
2	$ 219,895	$ 145,917	$ 73,978.01
3	$ 218,796	$ 147,365	$ 71,430.31
4	$ 217,702	$ 148,828	$ 68,873.73
5	$ 216,613	$ 150,305	$ 66,308.10
6	$ 215,530	$ 151,797	$ 63,733.26
7	$ 214,452	$ 153,303	$ 61,149.03
8	$ 213,380	$ 154,825	$ 58,555.23
9	$ 212,313	$ 156,361	$ 55,951.70
10	$ 211,252	$ 157,913	$ 53,338.24
11	$ 210,195	$ 159,481	$ 50,714.69
12	$ 209,144	$ 161,063	$ 48,080.87
13	$ 208,099	$ 162,662	$ 45,436.60
14	$ 207,058	$ 164,276	$ 42,781.68
15	$ 206,023	$ 165,907	$ 40,115.95
16	$ 204,993	$ 167,554	$ 37,439.21
17	$ 203,968	$ 169,217	$ 34,751.27
18	$ 202,948	$ 170,896	$ 32,051.96
19	$ 201,933	$ 172,592	$ 29,341.08
20	$ 200,924	$ 174,305	$ 26,618.44
Total			*$ 1,037,166.36*

Ameresco, 1.5% de-escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 144,483	$ 76,517.00
2	$ 216,597	$ 145,917	$ 70,679.58
3	$ 212,281	$ 147,365	$ 64,915.67
4	$ 208,051	$ 148,828	$ 59,223.37
5	$ 203,906	$ 150,305	$ 53,600.84
6	$ 199,843	$ 151,797	$ 48,046.24
7	$ 195,861	$ 153,303	$ 42,557.78
8	$ 191,959	$ 154,825	$ 37,133.72
9	$ 188,134	$ 156,361	$ 31,772.31
10	$ 184,385	$ 157,913	$ 26,471.85
11	$ 180,711	$ 159,481	$ 21,230.69
12	$ 177,111	$ 161,063	$ 16,047.17
13	$ 173,582	$ 162,662	$ 10,919.68
14	$ 170,123	$ 164,276	$ 5,846.65
15	$ 166,733	$ 165,907	$ 826.50
16	$ 163,411	$ 167,554	$ (4,142.29)
17	$ 160,155	$ 169,217	$ (9,061.23)
18	$ 156,964	$ 170,896	$ (13,931.79)
19	$ 153,837	$ 172,592	$ (18,755.45)
20	$ 150,771	$ 174,305	$ (23,533.62)
Total			*$ 496,364.66*

NexAmp 1.5% credit escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 187,850	$ 33,150.00
2	$ 223,193	$ 189,714	$ 33,479.01
3	$ 225,409	$ 191,597	$ 33,811.29
4	$ 227,646	$ 193,499	$ 34,146.87
5	$ 229,905	$ 195,419	$ 34,485.78
6	$ 232,187	$ 197,359	$ 34,828.05
7	$ 234,491	$ 199,318	$ 35,173.72
8	$ 236,819	$ 201,296	$ 35,522.82
9	$ 239,169	$ 203,294	$ 35,875.38
10	$ 241,543	$ 205,312	$ 36,231.44
11	$ 243,940	$ 207,349	$ 36,591.04
12	$ 246,361	$ 209,407	$ 36,954.21
13	$ 248,807	$ 211,486	$ 37,320.98
14	$ 251,276	$ 213,585	$ 37,691.39
15	$ 253,770	$ 215,704	$ 38,065.48
16	$ 256,288	$ 217,845	$ 38,443.27
17	$ 258,832	$ 220,007	$ 38,824.82
18	$ 261,401	$ 222,191	$ 39,210.16
19	$ 263,995	$ 224,396	$ 39,599.32
20	$ 266,616	$ 226,623	$ 39,992.34
Total			$ 729,397.38

NexAmp 0% credit escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 187,850	$ 33,150.00
2	$ 219,895	$ 186,911	$ 32,984.25
3	$ 218,796	$ 185,976	$ 32,819.33
4	$ 217,702	$ 185,046	$ 32,655.23
5	$ 216,613	$ 184,121	$ 32,491.96
6	$ 215,530	$ 183,200	$ 32,329.50
7	$ 214,452	$ 182,284	$ 32,167.85
8	$ 213,380	$ 181,373	$ 32,007.01
9	$ 212,313	$ 180,466	$ 31,846.97
10	$ 211,252	$ 179,564	$ 31,687.74
11	$ 210,195	$ 178,666	$ 31,529.30
12	$ 209,144	$ 177,773	$ 31,371.65
13	$ 208,099	$ 176,884	$ 31,214.80
14	$ 207,058	$ 175,999	$ 31,058.72
15	$ 206,023	$ 175,119	$ 30,903.43
16	$ 204,993	$ 174,244	$ 30,748.91
17	$ 203,968	$ 173,373	$ 30,595.17
18	$ 202,948	$ 172,506	$ 30,442.19
19	$ 201,933	$ 171,643	$ 30,289.98
20	$ 200,924	$ 170,785	$ 30,138.53
Total			$ 632,432.52

NexAmp 1.5% credit de-escalation factor			
Year	Annual Credit Value ($)	Annual Cost of Credits ($)	Annual Savings ($)
1	$ 221,000	$ 187,850	$ 33,150.00
2	$ 216,597	$ 184,107	$ 32,489.49
3	$ 212,281	$ 180,439	$ 31,842.13
4	$ 208,051	$ 176,844	$ 31,207.68
5	$ 203,906	$ 173,320	$ 30,585.87
6	$ 199,843	$ 169,867	$ 29,976.44
7	$ 195,861	$ 166,482	$ 29,379.16
8	$ 191,959	$ 163,165	$ 28,793.78
9	$ 188,134	$ 159,914	$ 28,220.07
10	$ 184,385	$ 156,727	$ 27,657.78
11	$ 180,711	$ 153,605	$ 27,106.70
12	$ 177,111	$ 150,544	$ 26,566.60
13	$ 173,582	$ 147,544	$ 26,037.26
14	$ 170,123	$ 144,605	$ 25,518.47
15	$ 166,733	$ 141,723	$ 25,010.01
16	$ 163,411	$ 138,900	$ 24,511.69
17	$ 160,155	$ 136,132	$ 24,023.29
18	$ 156,964	$ 133,420	$ 23,544.63
19	$ 153,837	$ 130,761	$ 23,075.50
20	$ 150,771	$ 128,156	$ 22,615.72
Total			$ 551,312.26