

WISCASSET SELECT BOARD,
TAX COLLECTORS AND OVERSEERS OF THE POOR
July 21, 2020

Preliminary Minutes

Present: Kim Andersson, Chair Judy Colby, Kathy Martin-Savage, Vice Chair Ben Rines, Jr., Jeff Slack and Town Manager John O'Connell

Judy Colby called the meeting to order at 5 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

Kathy Martin-Savage moved to approve the payroll warrants of July 10 and July 17, 2020. Vote 5-0-0.

Kathy Martin-Savage moved to approve the accounts payable warrants of July 14 and July 21, 2020. Vote 5-0-0.

3. Approval of Minutes

Ben Rines, Jr., moved to approve the minutes of July 7, 2020. Vote 5-0-0.

4. Special Presentations or Awards - none

5. Committee Appointments – none

6. Public Hearing – none

7. Department Head or Committee Chair

a. Department Head monthly reports – see submitted reports: Kathy Martin-Savage noted the number of building permits listed in the Code Enforcement Officer's report.

b. Appearance of the Town Committee – Terry Heller, Sunken Garden Project: Heller presented plans for restoring the Sunken Garden to its former appearance by adding a pergola. Dan Sortwell spoke as a member of the Sortwell family which had donated the property to the town, supporting the project proposed by the Appearance of the Town Committee. He said although the deed required that no buildings be erected on the site, he and family members did not consider the shed to be a building and had no objections to it remaining on the property. Kim Andersson moved to approve the Garden Club's plan for a pergola and to allow the shed to remain on the site. Steve Christiansen said that the conditions of the deed which prohibited buildings on the site of the Sunken Garden should be honored. He read the definition of a building which would include structures such as the shed on the Sunken Garden property. Judy Colby said the issue on the agenda was solely the pergola and did not include consideration of the shed. **Kim Andersson withdrew her motion and moved that the board approve the Garden Club's plan for a pergola. Vote 5-0-0.**

8. Unfinished Business

- a. Waterfront Updates: Ted Snowden reported that meters had been installed for the vendors on the pier. The Town will read the individual meters and bill the vendors for electricity used, as CMP will bill the town for the total usage. Failure to pay will result in service being shut off. Snowden gave an update on the pier repairs. O'Connell said that several vendors had not paid for their spaces
- b. Downtown Streetscapes: The downtown work is almost finished; the Public Works Director and Town Manager will be making an inspection with DOT in the near future. This meeting will be before the town accepts responsibility for the Route One project improvements. Ernie Martin of DOT suggested that the town needs to put ordinances in place regarding use of sidewalks. **Kim Andersson moved to send the subject of outdoor vendors to the Ordinance Review Committee. Vote 5-0-0.**

9. New Business

- a. Monthly Financials
- H.M. Payson
 - Department year to date expense report
- b. Set date for Town Meeting Warrant Public Hearing: **Ben Rines, Jr., moved to hold the Town Meeting Warrant Public Hearing on August 18, 2020 at 5 p.m. at the Wiscasset Community Center. Vote 5-0-0.**

10. Town Manager's Report

- a. Appointment of Interim EMS Director: Inasmuch as Dennis Simmons, current EMS Director, will be assuming the duties as Town Manager on August 3rd, Erin Bean has been appointed interim EMS Director.
- b. Update on committee meetings: O'Connell said some committees have not been meeting, others have been meeting via Zoom. For limited numbers of people (up to 15), the meeting room can be used by coordinating with Kathy Onorato.
- c. Location of future Board Meetings: It was decided that future Board meetings will be held at the Community Center.
- d. O'Connell reported that the town had received a check for \$16,983 from the MMA Worker's Compensation Fund for its good loss experience and loss prevention programs.
- e. O'Connell asked for authorization to sign the FAA contract regarding an airport grant #3-33-0049-022-2020 for apron and crack repair. **Ben Rines moved to authorize the Town Manager to sign the FAA contract for airport grant #3-33-0049-022-2020**
- f. John O'Connell requested that the Board allow him to enter into preliminary negotiations with Cenergy for Wiscasset to use power from the airport solar project. O'Connell referred to a Cenergy handout showing no upfront cost to the Town and the project would cover approximately 85.7% of the Town's usage with savings of \$49,000 year one. Selectman Andersson requested documentation be presented to the Board as soon as possible in order to be reviewed. O'Connell said he has plans for Cenergy to make a presentation to the Board sometime in August.

11. Other Board Business

Judy Colby reported that complaints had been received regarding the lack of parking at the pier and boater access because of the spaces taken by the farmer's market. There was a discussion of possibly relocating the Farmer's Market on the causeway to White's Island. The Board will discuss that matter further at their next meeting August 4.

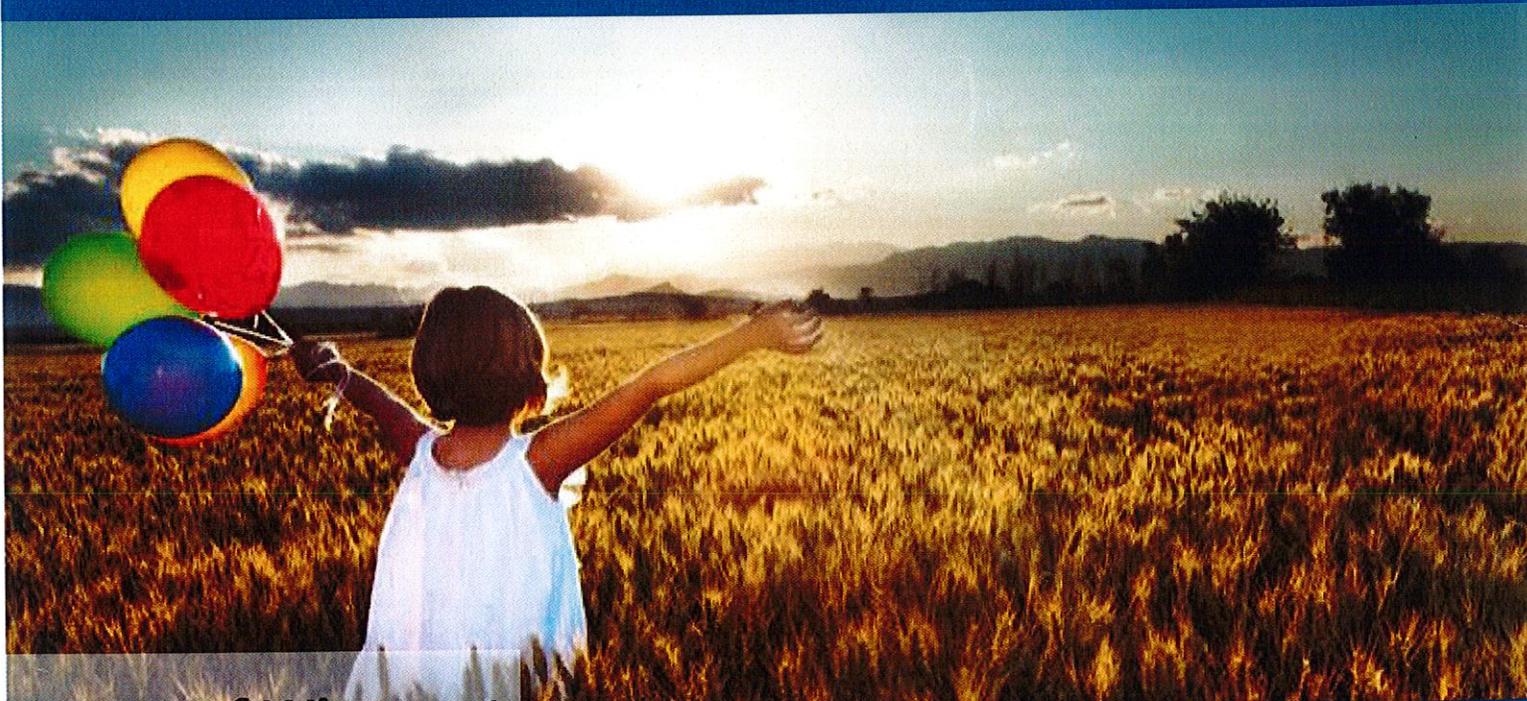
Kathy Martin-Savage presented to John O'Connell on his last meeting as Town Manager a framed photo and thanked him for his service to the town, which was echoed by other board members.

Judy Flanagan said she would like the board to think about accepting from her and her brothers a 20-acre parcel on Blagden Mountain to be kept natural and used for recreational purposes.

12. Adjournment

At 6:07 Kathy Martin-Savage moved to adjourn the meeting. Vote 5-0-0.

CENERGY



Town of Wiscasset

www.cenergypower.com

Cenergy is a national solar company with projects in CA, AZ, IN, MA, NJ, TX and NY. Cenergy has been laser focused on the C&I and utility solar market since our company's inception 10 years ago. This focus has conditioned our team with solar specific capabilities to deliver unmatched solar value for our clients and partners.

Cenergy is the only commercial solar contractor to be ranked in the "Top Ten Solar Contractors in North America" each year since 2013 by Solar Power World, a leading solar industry publication. [Click Here](#) for reference.

Key Cenergy Differentiators:

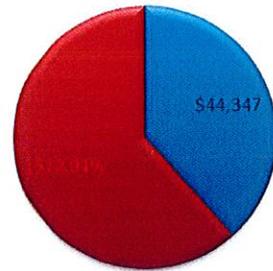
- **Local Service and Support.**
- **Structured Finance Expertise.**
- **Professional Engineers.**
- **GE Quality Six Sigma experts.**



25 MW Cenergy Installation for Indy Airport

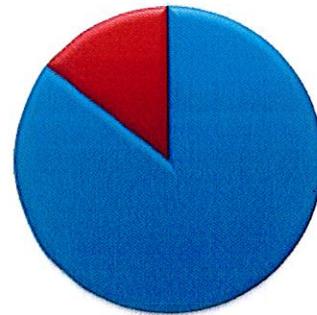
- 7.4 MW-DC System Size (9.7M kWh/y)
- \$0 upfront cost
- \$44,348 Net Electric Bill Savings (Year 1)
- 38.5% Electric Bill Savings (Year 1)
- \$1,524,000 Net Overall Savings (20 years)
- 886,494 kWh Allocation for Town of Wiscasset
- 85.7% of Annual Consumption for Town of Wiscasset

Net Energy Bill Credit: \$115,267



■ Net Electric Bill Savings ■ PPA Payments

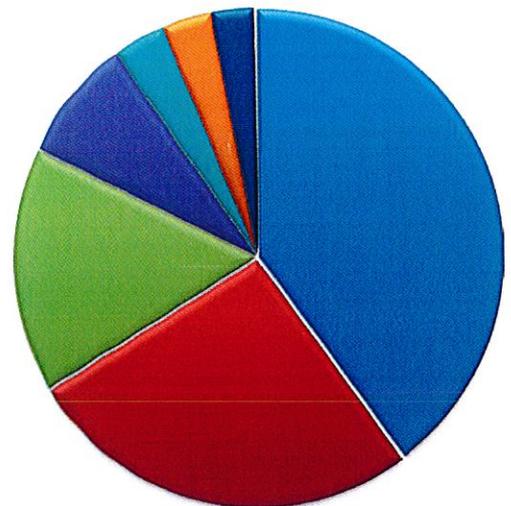
Town of Wiscasset Power Allocation



■ 85.7% of Total Consumption

The 85.7% is evenly distributed across all town departments.

- Wastewater Treatment receives 362,679 kWh/y
- Community Center receives 237,356 kWh/y
- Public Works receives 144,860 kWh/y
- Town Office receives 72,469 kWh/y
- Transfer Station receives 31,249 kWh/y
- Airport receives 29,986 kWh/y
- Harbormaster receives 24,991 kWh/y
- Downtown Lights receives 899 kWh/y
- Fire Training receives 80 kWh/y



NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement (“*Agreement*”) is entered into as of July 28, 2020 (the “*Effective Date*”) and is by and between **MSD WISCASSET LLC**, as a seller (the “*Seller*”), and **TOWN OF WISCASSET**, as a Buyer (“*Buyer*”). In this Agreement, Seller 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-B and the customer net energy billing rules promulgated by the Maine Public Utilities Commission (“*MPUC*”) 65-407 C.M.R. ch. 313 and will, therefore, generate Net Energy Billing Credits for MWh of electricity generated and delivered to the grid 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 Generation 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.

“*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 Resource, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

“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 latter of (i) the date on which each Distributed Generating Resource generates electric energy on a commercial basis, and (ii) the date that interconnection of the Distributed Generation Resource 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 as “confidential” by such Party in writing. The Parties agree that the specific economic terms (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement and as to this Agreement itself: (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 from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party under an agreement with the disclosing 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 as part of a public proceeding or meeting of the Buyer’s governing or legislative body that is held to authorize the Buyer to enter into this Agreement; (f) 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”, the Maine Freedom of Access Law, or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (g) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

“Distributed Generation Resource” means the solar (PV) power electrical generation facility, to be constructed owned, operated and maintained by Seller, located at **96 Chewonki Neck Road, Wiscasset, ME 04578**, with specifications for an aggregate nameplate capacity of approximately 4.95 MW (AC), which qualifies for Net Energy Billing, together with all appurtenant facilities required to interconnect such Distributed Generation Resource to the local electric distribution system, as described in Exhibit C, attached hereto.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Distributed Generation Resource, the production of electrical energy from the Distributed Generation Resource and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂),

methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Certificates (RECs) issued by the NEPOOL Generation Information System (GIS). Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Attributes. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“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; 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 general economic or energy market conditions shall not constitute an event of *Force Majeure*.

“Generation Contingent” means that 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, Seller shall not be liable to Buyer for any damages, except as to those related to the Performance Guaranty.

“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, the LDC, 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 the LDC, 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 specifies (directly or by reference to the “Schedule Z” filed by Sellers under the Tariff) the manner in which Net Energy Billing Credits shall be allocated.

“Interest Rate” means 200 basis points above the prime rate as published in the Wall Street Journal, provided, however that the interest shall not exceed the maximum rate permitted by law..

“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 M.R.S. §3209-B (1) (D) and as set forth in Chapter 313 of the MPUC rules, 65-407 C.M.R. ch. 313.

“Net Energy Billing Credits” means those bill credits as set forth in 35-A M.R.S. §3209-B (5) and as set forth in Chapter 313 of the MPUC customer net energy billing rules 65-407 C.M.R. ch. 313, §2(M), §3(K).

“Net Energy Billing Regulations” are the Maine net energy billing statute, 35-A MRSA §3209-B and the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313.

“Performance Guaranty” shall have the meaning set forth in Exhibit D.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Energy Billing Credits.

“Tariff” means the LDC’s tariff for interconnection for Commercial or Institutional 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 with respect to each Distributed Generation Resource at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of that Distributed Generation Resource’s 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 Early Termination. The Buyer may terminate this Agreement as to a Distributed Generation Resource without penalty or any liability (a) prior to the Commercial Operations Date if such Distributed Generation Resource has not achieved commercial operation within eighteen (18) months of the Effective Date, except that the eighteen (18) month time period shall be extended day-for-day for the duration of any period of Force Majeure claimed by Seller in accordance with Section 8.2 or (b) after the Commercial Operations Date if over any consecutive twelve month period, such Distributed Generation Resource generates less than fifty percent (50%) of their expected Energy over a period of twelve (12) consecutive months. (For avoidance of doubt, for this Section 2.2, the expected Energy for each 12-month period shall be as set forth in Exhibit A, attached hereto.). In the case of termination pursuant to this Section 2.2, the Buyer shall give the Seller thirty (30) days prior written notice, and this Agreement shall terminate as to that Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III FACILITY OWNERSHIP AND OPERATION

3.1 Title. Title to each Distributed Generation Resource and all generation capacity credits and Tax Attributes produced or associated with each Distributed Generation Resource shall be with the Seller. To the extent selected and purchased by Buyer on Exhibit B, title to the Percentage of Environmental Attributes produced or associated with each Distributed Generation Resource shall be transferred to the Buyer within thirty (30) days of Seller’s receipt of each payment under Section 5.1 of this Agreement.

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. For the duration of the Agreement, Seller shall carry all insurance required by Applicable Legal Requirements and Commercial General Liability Insurance, including coverage by an endorsement or otherwise for Seller's defense and indemnification obligations under the Agreement, with per occurrence limits of not less than one million dollars (\$1,000,000).

3.5 Seller's Performance Guarantee. Seller shall be responsible for construction, operation and maintenance of each Distributed Generation Resource to meet the Performance Guarantee, as set forth in Exhibit D.

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 set forth on Exhibit A (the "**Percentage**") of the Net Energy Billing Credits and, to the extent selected and purchased by Buyer on Exhibit B, 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. Except as provided in Seller's Performance Guaranty, as set forth in Exhibit D, Seller's obligations under this Section 4.1 are Generation Contingent, but this shall not be construed as a waiver of the early termination provisions under Section 2.2.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable "Schedule Z") 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. For each month of the Term, the payment that Buyer shall make to Seller for the purchase of the Percentage of Net Energy Billing Credits and, to the extent selected and purchased by Buyer on Exhibit B, Environmental Attributes (each, a "**Payment**") shall be determined by multiplying (a) the rate per MWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the MWhs generated and delivered to the grid by the Distributed Generation Resource as measured by the LDC that are included in the calculation of the Net Energy Billing Credits allocated to Buyer's customer account(s) for that month. To the extent selected and purchased by Buyer on Exhibit B, the timeframe for issuance, certification, registration and delivery to the Buyer of Environmental Attributes and RECs from the

Distributed Generation Resources for which payment made under this Section 4.3 is set forth in Section 6.1(b).

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 be unenforceable and void as to the affected Net Energy Billing Credits, 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 the LDC's allocation of such Net Energy Billing Credits 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 (a) 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, and (b) Seller's agreement to sell Net Energy Billing Credits to Buyer is not exclusive, and Seller shall have the right and ability to enter into agreements with other parties to sell 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. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any taxes, government charges, costs, duties, tariffs, licenses, fees, permits, assessments, adders or surcharges, imposed or authorized by a Governmental Authority, LDC, or similar entity, that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets.

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. If any sales or other tax is applicable to this Agreement in the future, Seller shall cooperate with Buyer to ensure that Buyer receives the full benefit of Buyer's tax exempt status.

ARTICLE V PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall invoice Buyer for the Payment for the Net Energy Billing Credits and, to the extent purchased by Buyer, the Environmental Attributes, allocated to Buyer's designated account(s) with the LDC during the prior monthly LDC billing cycle (the "**Invoice**"). 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, even if the amount of Buyer's LDC bills is not sufficient to utilize all Net Energy Billing Credits allocated to Buyer. Any undisputed 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, (if purchased by Buyer hereunder) Environmental Attributes registrations and transfers, 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 itemized by month of the amount of total electricity generated by the Distributed Generation Resources and delivered to the grid and/or the calculation of the Net Energy Billing Credits and accountings of Environmental Attributes (as applicable), including registrations and transfers.

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 Party of the basis for the dispute and the obligated Party shall 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 received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments at the option of the overpaying Party with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving 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, 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 pursuant to the Net Energy Billing Regulations. If, within twelve (12) months from the Effective Date, a Distributed Generation Resource does not so qualify, this Agreement shall automatically terminate with regards to that Distributed Generation Resource without further liability of the Seller to the Buyer and of the Buyer to Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

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 Resources to be eligible for and participate in Net Energy Billing and issuance, qualification, certification, registration and delivery of RECs from the Distributed Generation Resources to the Buyer. To the extent Environmental Attributes are purchased by Buyer hereunder, Seller shall apply for and procure the issuance, registration and certification of RECs and any other Environmental Attributes for all MWh generated and delivered to the grid by the Distributed Generation Resources. Seller shall transfer the Percentage of all Environmental Attributes to Buyer within ninety (90) days of Seller obtaining right, title or interest to the Environmental Attribute(s). To the extent Environmental Attributes are purchased by Buyer hereunder, if Seller fails to (i) procure the issuance, registration and certification of RECs and any other Environmental Attributes within one-hundred eighty (180) days of the subject MWh being generated and delivered to the grid by the Distributed Generations Resources or (ii) fails to deliver RECs to Buyer within one-hundred eighty (180) days of the subject MWh being generated and delivered to the grid by the Distributed Generations Resources, then after providing Seller with ten (10) days written notice and an opportunity to cure, Buyer may commercially purchase RECs and any other Environmental Attributes reasonably equivalent to those that Seller failed to deliver and Seller shall be liable for Buyer's costs and fees, including attorney's fees, associated with such purchase. Buyer may offset costs and fees incurred in accordance with this subsection against any Payment to Seller.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Party 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 Net Energy Billing rule(s) or regulation(s) and NEPOOL GIS qualification and ensure that the Distributed Generation Resource is eligible for Net Energy Billing and REC issuance under the GIS rules.

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 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 LDC.

b. Seller shall file with the LDC in a timely manner the initial Schedule Z (as set forth in Exhibit A) and any modifications to that Schedule Z or any subsequent Schedule Z as directed by Buyer in accordance with this Agreement and Applicable Legal Requirements.

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

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 value of any Net Energy Billing Credits that have been allocated to Buyer's customer account(s) by the LDC.

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 Party 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, delivery and performance of the Agreement and the consummation of the transaction hereunder have 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 or conflict with 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 contract merchant” within the meaning of the United States Bankruptcy Code. The Seller 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. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed and such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than ninety (90) days and further provided that the cure periods in this section shall not apply to and do not constitute a waiver of the early termination provision in Section 2.2 of this Agreement.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements or representations and warranties of this Agreement.

d. The Party: (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) except for assignments made pursuant to Section 10.1 (regarding financing), 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) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a

secured party take possession of all or substantially all of its assets, a Distributed Generation Resource, 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.

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, as soon as reasonably practicable after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period and extent of delay or interruption of such Party's performance hereunder; (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 Termination for Default.

a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as of the date set forth in the Notice.

b. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller 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.

ARTICLE IX REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance or termination of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF SELLER'S OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. FOR THE AVOIDANCE OF DOUBT, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY UNDER TH IS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resource, its site, or any individual component thereof. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought on account of the construction, installation, operation, maintenance, repair or replacement of the Distributed Generation Resource or any component thereof.

a. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE AS BETWEEN THE PARTIES ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO SELLER UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

b. **Nothing in the Agreement shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to Buyer or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or term 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 terms 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 term, 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 terms 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 terms 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 Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent but only written notification to Buyer shall be required in connection with any assignment by a Seller in connection with the financing of or tax equity investment in a Distributed Generation Resource.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. 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. After notice to Buyer that Seller has defaulted under the financing, 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 Seller 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. Seller hereby authorizes Buyer to rely on any such notice, to accept performance of any such rights by Lender and to make payments of amounts due hereunder to Lender, and Seller releases and discharges Buyer of, and from any liability to Lender on account of any such payments;

(B) 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. Except as set forth in Article 8, 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 expiration of the periods provided for in this Agreement; provided that if 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. In the event that Lender does not effectuate cure within the time periods specified herein, Buyer shall not be obligated to accept later cure of any default hereunder, but may, at any time after expiration of such periods, exercise any termination rights available under this Agreement.

(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 by receivership or otherwise, 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, 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 as a direct contract between the Lender or its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay

any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.

(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, at Seller's sole cost and expense, to execute such consents to assignment, estoppel certificate or acknowledgements 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 a Distributed Generation Resource, and in each case the modifications are reasonable and do not materially impact the terms of the Agreement, 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. To the extent that Buyer incurs costs or fees, including attorneys' fees, as a result of its efforts to accommodate a modification to the Agreement under this Section 11.1, Seller shall be liable to Buyer for such costs and fees. 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 the other Party thirty (30) days prior written notice and this Agreement shall terminate as to that Distributed Generation Resource without further liability of the Seller 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 email with receipt confirmed by email or in writing by recipient, and shall be sent to the following addresses:

If to Seller:

MSD Wiscasset LLC

701 West Kimberly Ave., Suite 220
Placentia, CA 92870
Attn: Project Development
Phone: 657-444-2690

If to Buyer:

Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578
Attn: John W. O'Connell
manager@wiscasset.org

Any Party may change its address and contact person for the purposes of this Section 12.1 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 Party' 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, actual or potential Lenders (with respect to Seller), advisors, consultants, agents, officers, directors, members, 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. If, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other

governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

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 or related to 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 informal 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 informal 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 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.

a. 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 Party. 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 Party, provided that such consent may require the Parties to execute a separate trademark licensing agreement.

12.7 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 the 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.

12.8 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 each 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.

12.9 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.

12.10 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.

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

12.12 Survival. The provisions of Sections 3.1 (Title), 4.5 (Title to Net Energy Billing Credits), 5.1 (Payment), 5.3 (Dispute), 8.3 (Termination for Default), 9.1 (Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification), 9.4 (Waivers), and Article 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement. The provisions of Section 5.2 (Records and Audits) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years.

12.13 No Third-Party Beneficiaries. Except as set forth in Section 10.2(b), 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

TOWN OF WISCASSET

By: _____

Name: Dennis Simmons

Title: Authorized Signatory

SELLER

MSD WISCASSET LLC

By: _____

Name:

Title:

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts and Facility Energy

Exhibit B – Price of Net Energy Billing Credits and Environmental Attributes

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

Exhibit D – Performance Guarantee

EXHIBIT A

Buyer's Designation of Customer Accounts

Buyer Rate Schedule	TOWN OF WISCASSET- Buyer Account #	% Total Allocation	Facility Production (PVSYST)	Estimated Annual Production (kWh) (with standard degradation)	Month	Year 1 Projected Monthly Energy (kWh)	Projected % Reference
SGS	3501-3369-042	0.02%	Year 1	9,706,023	Jan	50,409	5.71%
SGS	3501-6956-670	0.03%	Year 2	9,414,842	Feb	57,324	6.49%
SGS	3501-6954-592	0.09%	Year 3	9,348,938	Mar	79,890	9.05%
SGS	3501-6954-865	0.10%	Year 4	9,283,495	Apr	83,894	9.50%
SGS	3501-6797-256	0.06%	Year 5	9,218,511	May	96,632	10.94%
SGS	3501-3763-251	0.00%	Year 6	9,153,981	Jun	85,622	9.69%
SGS	3501-3812-314	0.19%	Year 7	9,089,903	Jul	102,729	11.63%
SGS	3501-2514-580	0.07%	Year 8	9,026,274	Aug	97,087	10.99%
SGS	3501-5881-739	0.01%	Year 9	8,963,090	Sep	81,346	9.21%
SGS	3501-5912-211	0.00%	Year 10	8,900,349	Oct	61,874	7.01%
SGS	3501-2641-797	0.31%	Year 11	8,838,046	Nov	46,314	5.24%
SGS	3501-5324-664	0.00%	Year 12	8,776,180	Dec	40,127	4.54%
SGS	3501-2592-107	0.10%	Year 13	8,714,747			
SGS	3501-2701-575	0.00%	Year 14	8,653,743			
SGS	3501-5830-140	0.01%	Year 15	8,593,167			
SGS	3501-3850-025	1.01%	Year 16	8,533,015			
SGS	3501-5634-567	0.01%	Year 17	8,473,284			
SGS	3501-3922-626	0.73%	Year 18	8,413,971			
SGS	3501-6964-534	0.31%	Year 19	8,355,073			
SGS	3501-1236-961	2.38%	Year 20	8,296,588			
SGS	3501-0607-618	0.00%					
SGS	3501-5177-989	0.18%					
SGS	3501-5188-580	0.16%					
SGS	3501-5242-064	0.20%					
SGS	3501-5875-483	0.07%					
SGS	3501-7025-889	0.08%					
SGS	3501-3643-388	0.14%					
SGS	3501-6979-849	0.05%					
SGS	3501-3689-704	0.15%					
SGS	3501-5797-182	0.03%					
SGS	3501-7017-191	0.03%					
SGS	3501-4178-103	0.01%					
SGS	3501-3952-755	0.04%					
SGS	3501-6916-021	0.06%					
SGS	3501-1261-480	0.01%					
SGS	3501-0499-982	0.10%					
SGS	3501-0499-719	0.04%					
SGS	3501-2904-013	0.00%					
SGS	3501-7107-331	2.29%					
SGS	3501-0999-205	0.00%					
SGS	3001-0781-067	0.01%					
SGS	3001-1598-338	0.00%					
SGS	3501-6982-296	0.00%					

Buyer in its sole discretion may modify the list of accounts, provided that the total percentage purchased does not change.

EXHIBIT B

PRICE

Year	\$/MWh Net Energy Billing Credits	<div style="border: 1px solid black; display: inline-block; padding: 2px;">NONE</div> \$/MWh Environmental Attributes [Buyer to initial box to select purchase of Environmental Attributes purchasing]
1	\$80	\$20
2	\$80	\$20
3	\$80	\$20
4	\$80	\$20
5	\$80	\$20
6	\$80	\$20
7	\$80	\$20
8	\$80	\$20
9	\$80	\$20
10	\$80	\$20
11	\$80	\$20
12	\$80	\$20
13	\$80	\$20
14	\$80	\$20
15	\$80	\$20
16	\$80	\$20
17	\$80	\$20
18	\$80	\$20
19	\$80	\$20
20	\$80	\$20

Exhibit C

DISTRIBUTED GENERATION RESOURCE DESCRIPTION(S)

Project Size	4.95 MW AC
Service Territory	Central Maine Power Company
Service Load Zone	Maine
Project Coordinates	43.960181°, -69.707892°
Town	Wiscasset, ME
Expected Generation (Year 1)	See Exhibit A

Exhibit D

PERFORMANCE GUARANTY

Performance Guaranty. Seller guarantees that during the term of the Agreement, the Distributed Generation Resource will generate the guaranteed Megawatt-hours (MWh (AC)) (“**Guaranteed MWh (AC)**”) of energy set forth as follows:

A. Commencing on the second anniversary of the Commercial Operation Date of a Distributed Generation Resource, if on that date and on each successive twenty-four (24) month periods thereafter, the Actual MWh (AC) (defined below) generated by the Distributed Generation Resource and credited to Buyer’s account(s) over the prior 24-month period is *less* than the Guaranteed MWh (AC) (defined below) over that same 24-month period, then Seller will pay Buyer an amount equal to the difference between the Guaranteed MWh (AC) and the Actual MWh (AC) multiplied by the Guaranteed Energy Price per MWh (AC) (defined below) for that same 24-month period.

B. “**Guaranteed MWh (AC)**” means an AC electricity produced equal to 70% of the Expected Annual Energy Production for a 24 month period as set forth in Exhibit A, subject to the exclusions in Section 2.

C. “**Actual MWh (AC)**” means the AC electricity generated and delivered to the grid by the Distributed Generation Resource in MWh credited by the LDC to Buyer’s account(s) during each 24-month period beginning on the second anniversary of the Commercial Operations Date.

D. “**Guaranteed Energy Price per MWh (AC)**” means (a) the positive difference, if any, between (i) the average net energy billing tariff rate as set by the Maine Public Utilities Commission over the 24-month period (expressed on a per MWh (AC) basis) and (ii) the rate per MWh (AC) set forth in Exhibit B.

2. **Exclusions.** The Performance Guaranty shall be suspended for the duration of a Force Majeure event affecting the electricity production of the entire Distributed Generation Resource. To the extent that a Force Majeure event affects energy production of an individual component(s), the Guaranteed MWh (AC) shall be adjusted on a pro-rata basis to reflect such event.
3. **Payments.** Seller will make any payments owed to Buyer under this Exhibit D within sixty (60) days after the end of the relevant 24-month period and subject to the terms of Section 5.3.
4. **Liquidated Damages.** The Parties agree that actual damages to Buyer for breach of the Performance Guaranty is difficult to ascertain, and the applicable payment amount set forth in this Exhibit D is not a penalty but is a reasonable approximation of the damages suffered by Buyer in the event the Seller fails to meet the Performance Guaranty.

9e

August 4, 2020

Dear Sewer User:

As the newly appointed Superintendent of the Wiscasset Wastewater Treatment Plant I have the responsibility to oversee the proper and efficient operation of our sewer plant and collection system. In the process of that review it has come to my attention that your property is connected to the sewer system but does not have a properly functioning water meter.

This means that you are not being accurately billed for your sewer use. This is a situation must be corrected.

The Town Ordinances are as follows:

- Water meters are mandatory for all customers who connect to the Town's sewer system after July 1, 2001.
- Usage fee: a usage fee will be charged to each customer based on water used as follows:
- Unmetered residential customers will be billed at 1,200 cubic feet of water per quarter.

Please make an appointment with the Water District within the next 30 days to have a new meter installed. If you have an existing meter, the meter will be changed out free of charge. If you have never had a meter, or have unhooked/removed your meter you will be charged for a new meter.

I appreciate your immediate attention to this matter.

Yours sincerely,

Robert Lalli,
Superintendent Wiscasset Wastewater Treatment Plant

CC: Wiscasset Water District
Wiscasset Town Manager
Code Enforcement Officer

10a Rec'd 7-1-2020

Town of Wiscasset

General Sewer Abatement Request

Instructions

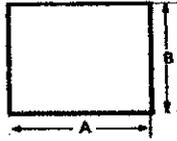
PLEASE READ CAREFULLY. Fill in all blanks, attach additional paperwork as necessary. This form is for the application of general abatements only. General abatements are only considered for Pool Fill-ups, Meter errors and Leaks, or Miscellaneous billing issues. For Second Meter/Outdoor Water Use abatements please use the Seasonal Outdoor Water Use Abatement Request Form. Any petition for abatement must be filed in writing to the Town of Wiscasset within 30 days of the date reflected in the "billing date" section from the front of the usage bill. The filing of this form does not guarantee that your abatement will be granted. The filing of this form does not relieve the applicant of the responsibility to pay the sewer usage bill in full by the due date specified. Abatements will be considered by the Town of Wiscasset on a case-by-case basis. Approved abatements will be reflected as an account credit in the next billing period. Return to: Wiscasset Wastewater Treatment Plant - 51 Bath Road-Wiscasset, Maine 04578

Subpart A - Account & Property Information		
<u>128 Federal St</u>	<u>3</u>	<u>439</u>
Service Street Address	# of Bedrooms	Account #
<u>Hopf-Lovette</u>	<u>Christine</u>	
Last Name or Business Name	First Name	
<u>207-522-6397</u>	<u>chaphovette@gmail.com</u>	
Contact Phone	Contact email	
<u>6/20/20</u>	<u>\$ 250.63 (WdS)</u>	<u>Looking for \$104 Abatement</u>
Date of contested Bill	Amount owed on contested bill	<u>Difference between June & May</u>
<p>Your account must be in good standing for an abatement request to be considered. Please check the appropriate box to confirm that all past-due amounts have been paid or enclose payment for past due amounts.</p> <p><input checked="" type="checkbox"/> All past due amounts owed have been paid and this account is in good standing.</p> <p><input type="checkbox"/> A payment is enclosed to bring the account into good standing. Amount enclosed: \$ _____</p>		
Subpart B - Reason For Abatement Request		
Please check one. For second meter/outdoor water use abatements please use the Seasonal Outdoor Water Use abatement form		
<input type="checkbox"/> 1. Pool Abatement	Enter date of pool fill up in box B1	Dates
<i>For abatements of one-time pool fill-ups. This adjustment is for permanently installed in-ground or above ground pools only. This does not apply to temporary pools or seasonal refilling or topping off. Please attach a photo of the pool and provide pool dimensions in Subpart C. Attach copies of receipts for new pool, pool liner replacement, or leak service.</i>	_____ →	B1
<input type="checkbox"/> 2. Leak and Meter Abatement	Enter date of leak or meter error in box B2	
<i>For abatements of water volumes caused by leaks that were not discharged to the sewer. This includes leaks on outdoor water pipes or on pipes prior to plumbing fixtures. This does not include leaking toilet valves or faucets. Attach documentation from water department and describe the reason for the abatement including any calculations in Subpart E.</i>	_____ →	B2
<input checked="" type="checkbox"/> 3. Miscellaneous One-Time Abatement	Enter date of abatement event in box B3	
<i>For all other one-time abatements and billing adjustments. These will be considered on a case-by-case basis and any adjustment granted will be based on the circumstances described by the customer and by review of historical usage data. Describe the reason for the abatement including any calculations in Subpart D.</i>	_____ →	B3

Subpart C - Pool Abatement Calculation

This section to be completed only by customers requesting an abatement for the fill up of a new pool, or the refilling of an existing pool due to liner replacement or leak repair.

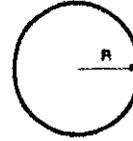
Enter dimensions for your pool and attach a photo. For other pool shapes, please describe in detail in Subpart D and attach a photo.



Square / Rectangle Pool

Length (A) _____ Feet

Width (B) _____ Feet



Circular Pool

Radius (R) _____ Feet

Pool Volume - Determine the Pool Volume based on the calculations provided

Depth - Shallow End _____ Feet

Square or Rectangular Pool Volume _____ CF

Depth Deep End (if applicable) _____ Feet

Average Depth x Length x Width

Average Depth: _____ Feet

Circular Pool Volume _____ CF

Average Depth x Radius x Radius x 3.14

Subpart D - Abatement Description for Meter and Miscellaneous Issues

Please provide a written statement describing why you believe an abatement is owed on this account. If necessary, attach a written letter and associated documents. Please provide all calculations used to determine the amount of your request.

I had re-seeded areas of my lawn and watered extensively to assure that it would grow. I didn't realize how much water I was using. I understand that if this happens again I have the option of notifying the water department in advance of billing.

Attached is a record of my normal water usage.

I am requesting an abatement of the extra sewer charge.

The undersigned certifies under the pains and penalties of perjury that the information as contained herein is true and correct.

Sign Here

Signature: _____

Christine Hopf Lovette

Date: 6/30/20

Printed name: _____

Christine Hopf Lovette

Do not write below this line

Application approved by: _____

On date: _____

Meter Detail

Account: 439 Type Code:
 Tenant: HOPF-LOVETTE, CHRISTINE Map Lot: U03-4
 Owner: HOPF-LOVETTE, CHRISTINE RE Account: 0
 Location: 128 FEDERAL STREET

02/27/2018	B	W	1094	2	2	25.07	0.00	0.00	0.00	25.07
		S				24.00	0.00	0.00	0.00	24.00
01/30/2018	B	W	1092	3	3	25.07	0.00	0.00	0.00	25.07
		S				24.00	0.00	0.00	0.00	24.00
12/27/2017	B	W	1089	2	2	25.07	0.00	0.00	0.00	25.07
		S				24.00	0.00	0.00	0.00	24.00
11/28/2017	B	W	1087	4	4	32.60	0.00	0.00	0.00	32.60
		S				32.00	0.00	0.00	0.00	32.00
10/27/2017	B	W	1083	3	3	25.07	0.00	0.00	0.00	25.07
		S				24.00	0.00	0.00	0.00	24.00
09/27/2017	B	W	1080	10	10	77.78	0.00	0.00	0.00	77.78
		S				80.00	0.00	0.00	0.00	80.00
08/28/2017	B	W	1070	5	5	40.13	0.00	0.00	0.00	40.13
		S				40.00	0.00	0.00	0.00	40.00
07/27/2017	B	W	1065	3	3	25.07	0.00	0.00	0.00	25.07
		S				24.00	0.00	0.00	0.00	24.00
06/27/2017	B	W	1062	3	3	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
05/26/2017	B	W	1059	8	3	54.55	0.00	0.00	0.00	54.55
		S				24.00	0.00	0.00	0.00	24.00
04/27/2017	B	W	1051	3	3	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
03/29/2017	B	W	1048	3	3	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
02/24/2017	B	W	1045	3	3	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
01/26/2017	B	W	1042	4	4	28.35	0.00	0.00	0.00	28.35
		S				32.00	0.00	0.00	0.00	32.00
12/28/2016	B	W	1038	5	5	34.90	0.00	0.00	0.00	34.90
		S				40.00	0.00	0.00	0.00	40.00
11/29/2016	B	W	1033	4	4	28.35	0.00	0.00	0.00	28.35
		S				32.00	0.00	0.00	0.00	32.00
10/27/2016	B	W	1029	4	4	28.35	0.00	0.00	0.00	28.35
		S				32.00	0.00	0.00	0.00	32.00

Wiscasset Water
8:29 AM

Meter Detail

06/30/2020
Page 5

Account: 439 Type Code:
Tenant: HOPF-LOVETTE, CHRISTINE Map Lot: U03-4
Owner: HOPF-LOVETTE, CHRISTINE RE Account 0
Location: 128 FEDERAL STREET

04/30/2015	B	W	975	2	2	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
03/30/2015	B	W	973	3	3	21.80	0.00	0.00	0.00	21.80
		S				24.00	0.00	0.00	0.00	24.00
02/26/2015	B	W	970	6	6	65.42	0.00	0.00	0.00	65.42
		S				72.00	0.00	0.00	0.00	72.00
<hr/>										
65 bills				225	220	4,120.40	0.00	0.00	0.00	4,120.40

10c

002278

Municipal Quitclaim Deed without Covenants

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of **WISCASSET** a body, corporate and politic located in LINCOLN County, State of Maine, for consideration paid release to **SCOTT ROBERT COLBY OF 28 RUMRILL ROAD WISCASSET, ME 04578** a certain parcel of land located at 28 RUMRILL ROAD with buildings thereon, if any, located in the Municipality of WISCASSET, LINCOLN, County, State of Maine, identified as follows:



Map R01-002-B on the Tax Maps of the Municipality of WISCASSET, prepared by John E. O'Donnell & Associates and dated April 1, 2020 on file in the Office of the Assessors at 51 Bath Road, Wiscasset, Maine. The Municipality of WISCASSET has acquired its interest in said parcel of land through automatic foreclosure of **PROPERTY TAX LIEN(S)** recorded in the Lincoln County Registry of Deeds as follows:

DATE RECORDED	BOOK/PAGE	DATE RECORDED	BOOK/PAGE
09/09/2005	Book 3549 Page 206	06/29/2015	Book 4901 Page 155
07/20/2010	Book 4297 Page 75	07/27/2016	Book 5033 Page 137
07/18/2011	Book 4418 Page 97	08/11/2017	Book 5167 Page 126
07/23/2012	Book 4548 Page 13	09/20/2018	Book 5306 Page 171
07/19/2013	Book 4688 Page 119	08/22/2019	Book 5422 Page 125
07/23/2014	Book 4801 Page 271		

The said Inhabitants of the Municipality of WISCASSET have caused this instrument to be signed in its corporate name by its Board of Selectmen, duly authorized.

Witness our hands and seals this _____ Day of _____, 2020 Board of Selectmen, Wiscasset, Maine

Judith R. Colby, Chair

Benjamin L. Rines, Jr.

Jefferson A. Slack

Katharine G. Martin-Savage

COPY

Kimberly H. Andersson

STATE OF MAINE
COUNTY OF LINCOLN, ss

_____, 2020

PERSONALLY APPEARED the above named BOARD OF SELECTMEN in his/her capacity as Selectman of the Town of Wiscasset, Maine and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town.

MOLLY BONANG, Notary Public
My commission expires: August 29, 2023

11a

Kathleen Onorato

From: manager@wiscasset.org
Sent: Thursday, July 30, 2020 8:46 AM
To: 'Shana Cook Mueller'
Cc: admin@wiscasset.org; 'Director, Wiscasset EMS'; 'Colby, Selectman'
Subject: RE: REMINDER: IWI's AIP 3-23-0049-022-2020 Grant Offer Agreement - offer agreement pending attorney's signature; grant offer's expiration date is 17 AUG 2020

Shana:
If you recommend option two then we will go that route.
The next Board meeting is August 4th, next Tuesday, and Dennis Simmons will be the Town Manager then.
Can you please make out the exact and correct form of the motion for the Board to sign at the meeting. Then we don't have to hang around for the minutes to be prepared and the Board can send it to you on Wednesday morning.
This is my last day here.
Regards,
John

From: Shana Cook Mueller <smueller@bernsteinshur.com>
Sent: Thursday, July 30, 2020 8:24 AM
To: John O'Connell (manager@wiscasset.org) <manager@wiscasset.org>
Cc: 'Director, Wiscasset EMS' <emsdirector@wiscasset.org>; 'Kathleen Onorato' <admin@wiscasset.org>
Subject: FW: REMINDER: IWI's AIP 3-23-0049-022-2020 Grant Offer Agreement - offer agreement pending attorney's signature; grant offer's expiration date is 17 AUG 2020

John,
This is a bit of a nuisance here. The number was incorrect on the cover letter, which means that the motion the Board used included the wrong number and needs to be redone in order for the Board to have given proper authority to you to sign the grant agreement (and for me to be able to offer the attorney certification). When does the Board meet next so that we can correct the vote? This is not a result of any mistake the Town made – it is due to the paperwork error from the FAA on the cover letter to you.

Then, we have to select which of the two options below we prefer – either signing the existing contract and having them correct the cover letter or reissuing the grant paperwork and having all parties re-sign. It is my preference to do Number 2 because then we can have you (or Dennis) sign *after* the Board votes to authorize it, which is the correct sequence of events.

Once you respond, I can inform Jean what we would like to do next. If you have any questions, please let me know.
Thank you,
Shana

Shana Cook Mueller
she/her/hers pronouns
BERNSTEINSHUR - Shareholder
207 228-7134 direct
207 752-6359 mobile

[Online Payment](#)

12a

**SUPPLEMENTAL TAX CERTIFICATE AND WARRANT
36 M.R.S.A. SECTION 713**

Tax Year and Warrant Number: 2019-

We, the undersigned Assessors of Town of Wiscasset, County of Lincoln, State of Maine, hereby do commit Molly Bonang, Tax Collector, the following supplemental tax in the amount of \$136.08 which were omitted from assessment, or were invalid or void by reason of illegality or irregularity from the April 1, 2019 valuation records. The powers of the original warrant dated September 9th, 2019 for fiscal year 2019/2020 are extended by virtue of Title 36 MRSA Sec 713 as amended.

Payments are due September 2nd, 2020

Interest begins to accrue September 3rd, 2020

Name	Map/Lot	Acc #	Amount	Reason
Joy Crafts McNaughton & Bath Savings Trust	Map R03 L31A	RE#348	\$	Requested 2.8 acre removal of rear land from Tree Growth

Given under our hands this 4th day of August, 2020

Judith R. Colby

Kimberly Andersson

Jefferson A. Slack

Benjamin L. Rines Jr.

Katherine Martin-Savage

Assessors, Town of Wiscasset

COPY

7/22/2020

TREE GROWTH PENALTY CALCULATION

Joy Crafts Mcnaughton & Bath Savings

MAP R 03 L 31A

REMOVAL OF 2.8 ACRES FROM TREE GROWTH CLASSIFICATION

Full Value					
		Base	Total	Depr.	Total
BASELOT	0	\$39,600.00	\$0.00	100%	\$0
REAR 1	0	\$2,500.00	\$0.00	100%	\$0
REAR 2	0	\$1,000.00	\$0.00	100%	\$0
REAR 3	2.8	\$500.00	\$1,400.00	100%	\$1,400
	<u>0</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$0</u>
	2.8	Total			<u>\$1,400</u>
					100% Certified Ratio
					\$1,400 Full Value Total

Value in TG					
		Base	Total	Depr.	Total
MIXED WOOD	0	\$404.00	\$0.00	100%	\$0
HARDWOOD	2.8	\$257.00	\$719.60	100%	\$720
	<u>0</u>	<u>\$306.00</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$0</u>
	2.8	Total			<u>\$720</u>
					100% Certified Ratio
					\$720 Value in TG

Penalty Calculation		
	Full Value	\$1,400.00
	TG Value	\$719.60
	Difference	\$680.40

COPY

Tax Year	2020
Difference	\$680.40
Percent	0.2 In Tree growth 20 years +-
Amount	\$136.08

\$136.08 Penalty Amount

PO Box 165

Wiscasset, ME 04578

June 2, 2020

Mr. Ellery Bane & Mr. Zeb Pike

Assessors Office, Town of Wiscasset

51 Bath Road

Wiscasset, ME 04578

COPY

Re: request for tree growth penalty assessment

Dear Mr. Bane and Mr. Pike:

I write in follow up to my meeting with Mr. Pike and realtor Ms. Lula Hansen of the Remax Spann Agency at the Town Hall on Monday, June 1. I also thank Mr. Pike for his time and attention.

I am a co-trustee and part owner of R-3-31 and R-3-31A, which is titled as the Herbert L. Crafts irrevocable trusts on behalf of his children.

I formally request to remove a maximum of 2 acres from tree growth from Lot 31, which is listed on the town records as 15 acres.

I formally request to remove 2.8 acres from 31A. I am enclosing a schematic drafted by Karl Olsen for the proposed transaction. As per Mr. Pike's request, I will also ask Mr. Olsen to prepare a schematic showing the proposed parcel in relation to 31.

The removal is contingent upon a successful closing of this pending real estate transaction. This buyer is a high quality buyer who intends to improve the building at 410 Gardiner Road and add value to this stretch of Route 27. The intended closing date is July 1, and I am hoping the Town will respond in a timely and cooperative manner. Thank you in advance for your time and attention.

Sincerely,


Joy Crafts McNaughton

Sold July
16th
2020

Da

**SUPPLEMENTAL TAX CERTIFICATE AND WARRANT
36 M.R.S.A. SECTION 713**

Tax Year and Warrant Number: 2019-

We, the undersigned Assessors of Town of Wiscasset, County of Lincoln, State of Maine, hereby do commit Molly Bonang, Tax Collector, the following supplemental tax in the amount of \$697.20 which were omitted from assessment, or were invalid or void by reason of illegality or irregularity from the April 1, 2019 valuation records. The powers of the original warrant dated September 9th, 2019 for fiscal year 2019/2020 are extended by virtue of Title 36 MRSA Sec 713 as amended.

Payments are due September 2nd, 2020

Interest begins to accrue September 3rd, 2020

Name	Map/Lot	Acc #	Amount	Reason
Joy Crafts McNaughton & Bath Savings Trust	Map R03 L31	RE#346	\$ 697.20	Requested 2 acre removal of rear land from Tree Growth

Given under our hands this 4th day of August, 2020

Judith R. Colby

COPY

Kimberly Andersson

Jefferson A. Slack

Benjamin L. Rines Jr.

Katherine Martin-Savage

Assessors, Town of Wiscasset

7/22/2020

TREE GROWTH PENALTY CALCULATION

Joy Crafts Mcnaughton & Bath Savings

MAP R 03 L 31

REMOVAL OF 2 ACRES FROM TREE GROWTH CLASSIFICATION

Full Value		Base	Total	Depr.	Total
BASELOT	0	\$39,600.00	\$0.00	100%	\$0
REAR 1	2	\$2,000.00	\$4,000.00	100%	\$4,000
REAR 2	0	\$1,000.00	\$0.00	100%	\$0
REAR 3	0	\$500.00	\$0.00	100%	\$0
	<u>0</u>	\$0.00	\$0.00	100%	\$0
	2 Total				\$4,000
					<u>100%</u> Certified Ratio
					\$4,000 Full Value Total

Value in TG		Base	Total	Depr.	Total
MIXED WOOD	0	\$404.00	\$0.00	100%	\$0
HARDWOOD	2	\$257.00	\$514.00	100%	\$514
	<u>0</u>	\$306.00	\$0.00	100%	\$0
	2 Total				\$514
					<u>100%</u> Certified Ratio
					\$514 Value in TG

Penalty Calculation	
Full Value	\$4,000.00
TG Value	\$514.00
Difference	\$3,486.00

COPY

Tax Year	2020
Difference	\$3,486.00
Percent	0.2 In Tree growth 20 years +-
Amount	\$697.20

\$697.20 Penalty Amount

PO Box 165
Wiscasset, ME 04578
June 2, 2020

✓
Mr. Ellery Bane & Mr. Zeb Pike
Assessors Office, Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

COPY

Re: request for tree growth penalty assessment

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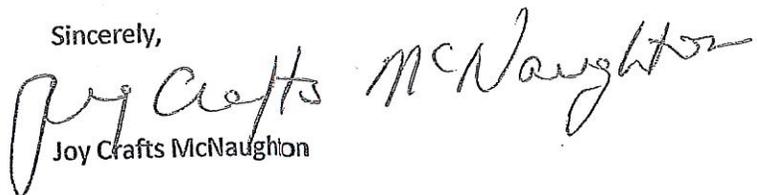
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I formally request to remove 2.8 acres from 31A. I am enclosing a schematic drafted by Karl Olsen for the proposed transaction. As per Mr. Pike's request, I will also ask Mr. Olsen to prepare a schematic showing the proposed parcel in relation to 31.

The removal is contingent upon a successful closing of this pending real estate transaction. This buyer is a high quality buyer who intends to improve the building at 410 Gardiner Road and add value to this stretch of Route 27. The intended closing date is July 1, and I am hoping the Town will respond in a timely and cooperative manner. Thank you in advance for your time and attention.

Sincerely,


Joy Crafts McNaughton

Sold July
16th
2020