

**TOWN OF ARUNDEL, MAINE
BOARD OF SELECTMEN MEETING**

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**Monday November 9, 2020
Arundel Municipal Building
Meeting Room
7PM**

- I. Call to Order
- II. Approval of Agenda
- III. Public Forum – Public comment on non-agenda items
- IV. Approve Minutes of October 26, 2020
- V. Committee and Board Reports
- VI. Manager’s Report
 - Status of Old Town Hall
 - Transfer Station update
- VII. Business
 - Review Meeting Room Agreement
 - CMP LED Streetlight Conversion
 - Renewable Energy Credit
- XI. Other Business and Adjournment
 - Approval Payable Warrant
 - Adjournment

**TOWN OF ARUNDEL
BOARD OF SELECTMEN**

Tuesday October 26, 2020
Arundel Municipal Building
7 PM

Members present: Selectmen Tom Danylik, Phil Labbe, Dan Dubois, Velma Hayes, Jason Nedeau

Others: TM Trefethen, Jack Reetz, Dan Finn, John Bell

Call to Order: Chairman Hayes called the meeting to order @ 7:00PM

Approval of Agenda: *MOTION Nedeau second Dubois “approve agenda as amended” passed 5-0. (added a discussion on RSU 21 Meeting by Selectmen Dubois).*

Public Forum: Jack Reetz on Halloween, Dan Fink and process and procedure to place time capsule.

Approval of Minutes: *MOTION Nedeau second Labbe “approve minutes of October 13, 2020 as reviewed and presented” passed 5-0.*

Committee & Board Report: Selectmen Dubois updated on School Board discussion on use from their most recent meeting. No action taken.

Managers Report:

- Acoustic Panels: Board reviewed the existing installed panels and feels that additional panels need to be install. Complaints still forthcoming but still better.
- Security System: A work in progress still issues remaining with multiple false alarms. Manager will keep working with Security Company to resolve.
- AV System: Manager has reached out to company to complete install and conduct training.
- Phone System: Spectrum installed modems. Business Communications of Maine contacted to complete install of phones.
- Water System Update: Paperwork is ongoing with State. Water System Operator Lynn Mankin will complete his portion and send along to Luke Ouellet for final filing. Once approved by state final water system upgrades will be completed.

TOWN OF ARUNDEL

468 LIMERICK RD ARUNDEL MAINE 04046 (207) 985-4201 FAX (207) 985-7589

BUSINESS MEETING November 9, 2020

EXECUTIVE SUMMARY

BOS Members: The purpose of this summary presented is to give you some information over and above just the mentioning of the subject matter on the agenda. It is my hope that this information assists you in your decision making.

MANAGERS REPORT

- Status of Old Town Hall: I just want to continue our discussion on this subject. At your meeting I want to solidify a Warrant Article. My view on this matter is that when we requested of the townspeople the need for a new building we provided the ADA & Physical safety issues of the old Town Hall those overall issues have not gone away. Therefore I believe the article should request a razing of the building. I will work on achieving a cost for removal so we may add to the warrant article.

-Transfer Station follow-up: Both Roger and I viewed the facility and we believe with some work (Engineering-Cement Pad-Road & site construction) that the location of the Chip pile area is the best location for Bulky Waste. This area will lend itself to traffic away for the Trash disposal and allow a better flow of folks within the area.

BUSINESS

-Meeting Room Agreement: I have provided a modified agreement based on conversations you had at your last meeting and the importance of an appropriate release agreement from Liability in the event a mishap occurs. The Language is from MMA.

-CMP LED Street Light Conversion: Was approached by CMP to swap out the Street Lights to LED. All Lights are owned and repaired by CMP but we pay for the electricity to operate these lights. (20) of them exist as well as a delivery charge. If you factor in the Delivery Charge from CMP of \$2,354.52/yr, the taxes we charge to CMP for these lights \$3,760/yr and the possible saving in electricity \$1,442.63/ yr the Town ends up in the positive by \$2,848.61 as a result of the conversion. Our issue is that the Terms and Conditions of the Service require the Board of Selectmen to sign a 15 year agreement. I have confirmed with the Town Attorney that your authority to enter into such a lengthy term does not exist unless granted by a Town Meeting Vote. It would be my opinion that we seek Town Meeting approval via a special town meeting vote.

-Renewable Energy Credit: On our Behalf, the Solar Center was able to coordinate with Knollwood Energy the selling of our Renewable Energy Credits. Energy Credits are a tradable Commodity and I have provided additional information for you to view. The selling of credits cost the Town \$0 dollars but has the potential to provide revenue of \$2,700/yr. The agreement is for three

years and certainly is within your purview to provide authority to the Town Manager to sign on the towns behalf.

OTHER BUSINESS AND ADJOURNMENT

(a) Account Payable Warrant: Provided at Meeting for review.

TOWN OF ARUNDEL

468 LIMERICK RD ARUNDEL MAINE 04046 (207) 985-4201 FAX (207) 985-7589

MEETING ROOM USE AGREEMENT

At the Board of Selectmen meeting held on Tuesday October 13, 2020 the Selectmen decided to allow local civic groups the ability to use the meeting room space at the new Arundel Municipal Building.

-Use will be coordinated through the Arundel Town Manager's Office

-Use will be allowed only when Municipal Board or Committee's are not utilizing. Local Civic Groups may be bumped from use as a result of the Municipalities needs to use the room.

-Entrance into the meeting room will be set up electronically by the Town Manager (985-4201 ext115). Precise starting and ending times are necessary to insure room is unlocked and lock for your use.

-By using the meeting room, you are responsible to insure it is left in the condition in which you find it. If it is necessary for the Town to clean the area, a charge for cleaning will be assessed to the group. Groups should utilize CDC COVID-19 cleaning protocols after use.

-Any damage to the meeting room will be the responsibility of the Group using it. When you arrive to use the Room and observe damage of any kind, contact must be made immediately to the Town Manager so as to not be charged by the Town for any damage observed after your use.

MEETING ROOM USE AGREEMENT

Name of Group _____

Address _____

Phone Number (s) _____

Contact Person _____

Email Address _____

Date & Time of meeting event _____

Purpose of Meeting _____

In consideration of the permission given, to the undersigned, by the Town of Arundel allowing use of the Arundel Municipal Building Meeting Room for the year of 20____.

_____ (name of organization), the undersign, does forever release, discharge and covenant to hold harmless the Town of Arundel and any other person, or agent of said Town charges or chargeable with responsibility or liability for the Arundel Municipal Building Meeting Room their heirs, administrators, executors, successors and assigns, from any and all claims, demands, damages, costs, expenses, loss of service, actions and causes of action, arising out on any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damage, loss or damages of any kind sustained or that may hereafter by sustained, in consequence of the use by _____ (organization) of said meeting room on the year above specified.

The undersigned agrees, as a further consideration and inducement for this release and indemnity agreement, that it shall apply to all unknown and unanticipated injuries and damages directly and indirectly resulting from the said use, as well as to those, which are presently foreseeable.

Date _____ Signature _____

Print Name _____

Title _____

Accepted by the Town of Arundel

Date _____ Signature _____

Title _____



**CENTRAL MAINE
POWER**

CMP LED Streetlight Conversion

Town of Arundel

Level of confidentiality:
INTERNAL USE

Benefits of Converting

With CMP retaining ownership of streetlights and converting to LED, your municipality will benefit from the following:

- Cost Savings! Energy costs for LED streetlights are approximately 30% - 40% lower than existing HPS and MH technologies
- CMP absorbs the up front cost of converting streetlights to LED
- CMP will be solely responsible for maintenance and repair costs
- Municipality continues to receive tax revenue on CMP owned assets
 - Average fixture cost is \$188

Cost Savings

	HPS/MH	Conversion to LED	Estimated Cost Savings*
Current # of Fixtures	20	20	
Estimated Annual kWh	12,912 kWh	4,260kWh	8,652 kWh
Estimated Annual Cost	\$4,245.93	\$2,803.30	\$1,442.63

**Estimated Cost Savings is based on current rates and current # of streetlights*

Next Steps

- 1) In order to get into the conversion queue, we will need an executed LED Conversion Agreement. *CMP is working off of a first-in-first-out (FIFO) schedule. The sooner you get into the queue, the sooner your conversion begins.*
- 2) Upon receipt of the agreement, your KAM will place an order for the LED equipment. *Current lead time for hardware from the manufacturer is 10- 12 weeks.*
- 3) Upon receipt of the LED hardware, CMP's contractor will begin the conversion process in your town. *As we get close to the conversion date, your KAM will be in touch to discuss timelines, conversion schedule, etc.*
- 4) Upon project closeout, including CMP's internal reconciliation process, your CMP streetlighting bill will be updated to reflect the new LED rates!

For questions, please

reach out to your **CMP**

Key Account Manager:

Jennifer P Mazzaro

207.629.1495

Jennifer.mazzarto@cmpco.com



CENTRAL MAINE
POWER



cmpco.com

Level of confidentiality:
INTERNAL USE



Agreement for Street Lighting

Street Light: X
Area Light:

Date: 10/30/20
District: 81

Contract Account	Business Partner	LED Equivalent	Pole	Road Code	Circuit Road	LED Delivery Cost
35012620387	TOWN OF ARUNDEL	26 W LED	242	001	ALFRED ROAD	\$ 9.10
35012620387	TOWN OF ARUNDEL	44 W LED	275	001	ALFRED ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	114	041	LOG CABIN ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	129	041	LOG CABIN ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	66 W LED	4	037	MCCALLUM LINE	\$ 10.04
35012620387	TOWN OF ARUNDEL	66 W LED	97.1	045	MOUNTAIN ROAD	\$ 10.04
35012620387	TOWN OF ARUNDEL	85 W LED	1	050	NEW ROAD	\$ 11.74
35012620387	TOWN OF ARUNDEL	44 W LED	62	056	OLD KENNEBUNK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	42	058	OLD LIMERICK ROAD	\$ 9.57
35015496637	REGIONAL SCHOOL UNIT 21	44 W LED	76.1	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	80	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	81	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	94	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	107	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	213.H	058	OLD LIMERICK ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	77.1	058	OLD LIMERICK ROAD	\$ 9.57

35012620387	TOWN OF ARUNDEL	44 W LED	41	070	RIVER ROAD	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	151	030	US HIGHWAY #1	\$ 9.57
35012620387	TOWN OF ARUNDEL	44 W LED	191	030	US HIGHWAY #1	\$ 9.57
35012620387	TOWN OF ARUNDEL	85 W LED	276	030	US HIGHWAY #1	\$ 11.74

Central Maine Power Company (CMP) and the undersigned Customer agree to the Terms and Conditions. The parties have indicated their acceptance of the terms of this Agreement by signing below or having their duly authorized representative sign below on their behalf.

Central Maine Power Company	Customer
By: Jennifer Mazzaro	Title:
Date: 10/30/20	Printed Name:
Work Order #:	Signature:
Notes:	

TERMS AND CONDITIONS

CMP will supply and maintain the outdoor lighting service described above in accordance with CMP's rates and Terms and Conditions on file with the Maine Public Utilities Commission as amended from time to time. CMP will give the Customer a copy of CMP's current outdoor lighting Terms and Conditions upon request. CMP will furnish, own and maintain standard distribution-type poles, laminated wood poles, and decorative poles. When such poles are furnished strictly for area lighting, the customer shall pay a special facilities charge. If any light fails to operate, CMP will repair or replace it, at its option, within a reasonable time after the customer gives CMP notice of the light failure.

The Customer will pay the charges for this outdoor lighting service from the date of installation until this Agreement is terminated. The Customer will furnish, own and maintain any poles other than the standard types offered by CMP. The Customer will provide CMP with notice of light fixture failure.

This Agreement shall commence upon signature by both CMP and the Customer, and shall continue in effect until fifteen (15) years _____ after installation of the outdoor lighting that is the subject of the Agreement; provided, however, that either party may terminate this Agreement upon thirty (30) days written notice to the other party. After the initial fifteen (15) year term, this Agreement shall continue in effect from month to month, unless either party provides thirty (30) days written notice that it does not wish to continue under this Agreement.

If the Customer terminates this Agreement less than fifteen (15) years after installation, or if the Customer fails to fulfill its obligation under this Agreement and CMP terminates this Agreement as a result thereof, the Customer will pay CMP the unused investment and removal costs of the equipment in accordance with CMP's outdoor Lighting Terms and Conditions. This Agreement shall also terminate if the municipality serving the Customer assumes the obligation for payment of the service described in this Agreement under CMP's Municipal Street Lighting Rate SL, by having an appropriate municipal official give CMP written notice thereof.

All of the facilities furnished by CMP are personal property and CMP shall retain title to them. CMP shall have reasonable time after termination of this agreement to remove these facilities.

The Customer will release, defend (at CMP's option), indemnify, and hold harmless CMP and its directors, officers, employees, contractors, agents, affiliates, successors and assign, from and against any and all liability, claim, cost and expense of any kind or nature, arising out of or related to the use or presence of the facilities on the Customer's premises. This obligation shall survive termination of this Agreement.

The provisions of this Agreement shall inure to and be binding on the parties' respective heirs, executors, administrators, and successors and assigns.

The parties reserve the right to amend this Agreement at any time to comply with any ruling or decision of any governmental body.

Additional Provisions for Underground Service

CMP will supply underground service for street and area lighting only in commercial developments, and, in conjunction with underground residential distribution, in housing developments and mobile home parks.

The Customer shall: (a) excavate and backfill the trench and provide all necessary duct lines and conduit; (b) contribute toward the initial cost of the underground feed in excess of 125 feet per light per circuit, measured from the base of the pole, in accordance with CMP's filed Terms and Conditions, and reimburse CMP for all necessary maintenance and repairs for the entire length of underground feed, (CMP will own the entire length of the underground feed, including the length over 125 feet).

CMP will also connect to customer-owned underground installations conforming to CMP specifications and will provide luminaries and brackets on customer-owned poles at the monthly rate contained in CMP's filed terms and conditions after installation, CMP will own underground line and maintain it. All of the Terms and Conditions for CMP installed lines shall apply, except the Customer shall be responsible for full cost of installation.

Town Manager

From: Leah B. Rachin [LRachin@dwmlaw.com]
Sent: Monday, November 02, 2020 4:57 PM
To: "Town Manager"
Subject: RE: CMP Streetlight Conversion

Hi Keith.

I hate to say it, but I do. Absent some charter provision or specific town meeting approval, I don't think the BOS has the authority to bind successive Boards for multi-year contracts.

-----Original Message-----
From: Town Manager [mailto:townmanager@arrundelmaine.org]
Sent: Monday, November 2, 2020 7:47 AM
To: Leah B. Rachin <LRachin@dwmlaw.com>
Subject: CMP Streetlight Conversion

Leah:

CMP would like us to convert our Streetlights to LED saving money in cost to operate. Because CMP owns the lights and to recoup their cost they are seeking a 15 year agreement. Annual Town Meeting provides authority for the Selectmen to enter into multi-year contracts no greater than 5 years "for the lease or purchase of goods and services". I think I know the answer but do you feel that the Selectmen would have to seek permission to enter into the agreement from the Townspeople?

Keith



Renewable Energy Credit Sale and Purchase Agreement

This Renewable Energy Credit Sale and Purchase Agreement (the “Agreement”) is entered into as of the Effective Date listed in the Appendix to this Agreement, by and between the Seller named in the Appendix (the “Seller”), whose address is listed in the Appendix, and Knollwood Energy of MA LLC (“Knollwood”), whose address is PO Box 30 Chester, NJ 07930 (referred to herein as the “Parties”), in order to effect the sale of the Renewable Energy Credits (the “RECs”) described herein according to the terms of this Agreement and for such other purposes as described herein. A REC is defined as a certificate representing electricity production from a qualified renewable generation facility. For clarification, a REC and/or SREC are both defined herein as RECs.

After having read and understood this Agreement, and intending to be bound thereby, and in witness whereof, the parties have executed this Agreement as of the Effective Date.

I. Sale of RECs

The Seller has requested that Knollwood purchase all RECs created by the Facility, and in order to effectuate such purchase by Knollwood, transfers to Knollwood all right, title, and interest Seller may have in the RECs, when they are created, on the terms described in this Agreement. The aforementioned RECs are produced from the Facility described in the Appendix of this Agreement (hereinafter the “Facility”).

Knollwood is purchasing only those RECs which are eligible for the REC programs in the state where the Facility is certified (as further described below) for the Period (as defined below) which begins with the Generation Start Date (or Earliest Allowed Date) and ends with the Generation End Date (the “Period”). The Earliest Allowed Date is the date on which the Facility is allowed to generate RECs by the regulating or certifying state. The RECs generated by the Facility will be certified or registered in one or more states of Knollwood's choosing, which shall be in its sole and absolute discretion. This Agreement will include all RECs generated during the Period, including RECs whose production occurred during the Period, but were legally created after the Generation End Date. All RECs generated during the Period will be managed by Knollwood until they are sold. **Certification work by Knollwood (in any state) cannot begin until all necessary paperwork is returned by Seller or Seller's Installer. Delays in certification, may reduce the number of RECs that Seller's facility can receive.**

The Facility will be linked with Knollwood's account in the state REC tracking system based on the rules of the state where the Facility is located or certified.

II. Price, Payment Terms

Seller agrees to sell to Knollwood, and Knollwood agrees to buy, the eligible RECs produced by the Facility at the time they are created in the tracking system. The price paid for RECs produced by the Facility shall



be a fixed price per REC. The fixed price is defined as the “Seller’s Payment Rate” in the Appendix to this Agreement.

The Seller’s Price will be paid by Knollwood within ten (10) business days after Knollwood receives payment for the RECs from an ultimate buyer. Knollwood will pay the Seller via check or ACH transfer.

Any taxes which may be attributable to, related to, or arising from the sale of the RECs by Seller, or the purchase of the RECs by Knollwood, shall be the sole responsibility of the Seller.

Should the Seller have any dispute as to the payments rendered to Seller by Knollwood, Seller shall bring such dispute to Knollwood’s attention in writing not later than three (3) months following the disputed payments made by Knollwood. Should said three (3) month period pass without such notice by Seller, the payments shall be deemed to be final settlements.

III. Additional Services Requested of Knollwood

Knollwood reserves the right to charge a fee of up to \$50 for each additional service requested by the Seller. Additional services include: expansions or changes made by Seller to the original Facility, change of Facility ownership or requested additional state certifications in the case where Knollwood will not perform those certifications under normal procedures. Service charges will be deducted from future REC payments.

IV. Term and Termination

This Agreement shall continue in force for the Period, and thereafter as mutually agreed upon by the parties in writing. Following the expiration of the Period, this Agreement shall terminate. **However, any RECs that are generated during the Period, but do not get created until after the Period, will be covered by this agreement and will be managed by Knollwood.** This Agreement may also be terminated, upon fifteen business days’ notice, for cause due to: (i) Knollwood’s failure to make payments as agreed herein, (ii) Seller’s failure to properly maintain the Facility so as to produce the RECs, (iii) Seller’s failure to provide Knollwood with information necessary to create eligible RECs in the tracking system, and to do anything else Knollwood may require to create the eligible RECs and certify the Facility, (iv) at Knollwood’s option upon notice to Seller (without further liability) should it be unable to sell RECs (for example, if the RECs are not eligible for the relevant state renewable standards program), (v) at Knollwood’s option upon notice to Seller (without further liability) should Knollwood reasonably decide that the state public utility commission, or other federal or state law functions to cancel or substantially alter the state renewable standards program or the state REC compliance program, and (vi) upon the breach of any warranty by Seller as set forth in Section VII.

In the event the Facility is sold to a third-party, then this Agreement, and all obligations arising thereunder, will immediately terminate upon the date of the closing. It is expressly understood that while Knollwood will attempt to process and sell any whole REC units generated prior to the date of closing, and its obligation to do so, shall be conditioned upon Seller providing both a meter reading on the closing date and advising Buyer of the date of closing and a new mailing address if necessary. Any failure by Seller to so notify Buyer of this information will be a basis for Buyer to terminate the Agreement immediately, including all of its obligations to Seller thereunder.



If, at termination of the Agreement, there are created but unsold RECs or generated but not created RECs, then Knollwood will maintain the right to sell those unsold RECs. Also, there shall be no payment to the Seller for partial RECs.

V. No Guarantee

THE TOTAL EXTENT OF KNOLLWOOD'S LIABILITY, REGARDLESS OF THEORY, UNDER THIS AGREEMENT OR ANY TRANSACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT KNOLLWOOD RECEIVES UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR OTHER SIMILAR DAMAGES, LOST PROFITS, LOST OPPORTUNITIES, OR OTHER CLAIMS OTHER THAN THE LIMITED DIRECT, ACTUAL DAMAGES AS LIMITED IN THIS PARAGRAPH.

VI. Knollwood's Role

For purposes of this Agreement, Knollwood has not acted, and will not act, as Seller's professional advisor or consultant. Seller shall rely on its own judgment in executing this Agreement and selling the RECs to Knollwood. Seller is acting on its own account and is not relying on any communication (written or oral) from Knollwood as investment advice to enter into this Agreement; it being understood that the information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. This Agreement contains the full understandings and agreements between the Parties pertaining to the subject matter described herein and may not be amended unless through an Agreement extended by both parties. Knollwood shall have no obligation to maintain, repair, or modify the equipment at the Facility; such shall be the responsibility of the Seller. Knollwood does not warranty the performance of the Facility or its equipment.

VII. Seller Warranties

The Seller understands, acknowledges, represents, and warrants that:

- a. it is transferring good and marketable title, free of all third-party claims or liens, to the RECs described herein, to Knollwood and that the RECs have not been otherwise sold, retired, claimed, or represented as part of electricity output, usage, or sales, or used to satisfy other obligations in any jurisdiction with a renewable portfolio standard or other state renewable standards program;
- b. information which Knollwood will use to certify the Facility (including that from the Installer) is complete and accurate;
- c. **Seller assumes sole responsibility to ensure accurate meter readings are being provided by the Seller or the Seller's Production Reporting Company to the appropriate REC tracking system. Should meter readings not be provided monthly, the customer is at risk of losing that production and the associated RECs;**

please initial [REDACTED]



- d. the location hosting the Facility exists, is real, and that the Facility is as described by customer or installer;
- e. it has all ownership rights to the RECs;
- f. the Facility may not be and has not been improved upon, added to, or modified from the manner in which it was originally constructed and represented to Knollwood, without Knollwood's express consent (Knollwood has the right to inspect the Facility, and the Seller agrees to provide access to the Facility for that purpose.);
- g. the RECs which are the subject of the sale described in this Agreement shall be compliant with and eligible for recognition by the applicable state renewable standards program (also referred to as the "RPS eligibility" or "program eligibility") in the state where the Facility is certified;
- h. the RECs which are the subject of this Agreement may only be sold once, that Seller is entering into this exclusive Agreement with Knollwood for that sale; and
- i. the Seller has the necessary capacity and authority to enter into this Agreement.

VIII. Counterparts; Assignment; Signature; Use of Web Portal; Miscellaneous

This Agreement may be signed in counterparts, which together shall be one in the same instrument. This Agreement may be signed and delivered electronically. Either party has the right to use a pen and ink signature, but both parties consent to the use of electronic signatures at each party's option. Neither party shall challenge the validity, enforceability, or effect of this Agreement solely because one party may have executed this Agreement by electronic signature. Should Seller use Knollwood's Web Portal to enter into this Agreement, Seller acknowledges and agrees that by clicking "accept," "submit," or "ok" on the relevant screens, it is certifying that the information is true and correct to the best of its knowledge and belief, that Knollwood may rely on such information, and that it agrees to abide by the terms of this Agreement.

This Agreement and its Appendix, which is expressly incorporated herein, constitutes the entire Agreement between the Parties to the Agreement and it expressly supersedes all prior discussions and agreements and this Agreement can only be modified or amended by a writing signed by all Parties hereto.

Knollwood may assign this Agreement, and any and all of its rights and obligations hereunder, in connection with the merger, sale, or acquisition of Knollwood by another party. The Seller may not assign any of its rights or obligations under this Agreement without the written consent of Knollwood's. Should the Seller become bankrupt, subject to a judgment lien, or the underlying land on which the Facility is located is sold by the owner or foreclosed upon by any lender or mortgagee, Knollwood shall have the immediate and unconditional right to terminate this contract without further liability to Seller of any kind or in any amount.

This Agreement shall be construed, enforced, and performed in accordance with the laws of New Jersey (or elsewhere), without recourse to its choice of law principles or rules. Any lawsuit arising in connection with this Agreement shall be brought only in the state or federal courts of the State of New Jersey. The



parties specifically agree that any applicable provisions of the Uniform Commercial Code, as adopted in New Jersey, shall not apply to this Agreement to the extent they conflict with it.

SELLER

Print

Signature

Date

BUYER

Knollwood Energy of MA

Alane Lakritz

Signature

Date



APPENDIX A

All terms of this Appendix are expressly incorporated into the attached Agreement

Effective Date: October 21, 2020

Buyer: Knollwood Energy of MA LLC

Seller: Town of Arundel
Facility Address: 257 Limerick Rd.
Arundel, ME 04046

Seller's Mailing Address: _____
(If different) _____

Phone Number: 207-985-4201
Email Address: townmanager@arundelmaine.org
System Size (kW): 63.0

System Start Date: August 28, 2020
Installer: Solar Market

Generation Start Date: August 28, 2020
Generation End Date: December 31, 2023
Seller's Payment Rate: \$27 per REC

Check Pay to: Town of Arundel

To change or,

For electronic payment, please contact Knollwood directly by either phone (908-955-0590) or email, Cindy@knollwoodenergy.com or click the link below to send via a secure site

https://knollwoodenergy.echosign.com/public/esignWidget?wid=CBFCIBAA2AAABlqZhAvArWITCtmzDDf v3tjUv-yi6yi-ISJzPQKRa5bFcARibEGzABo084s8zqw_lmE6Sc*

Please initial here to approve Appendix 

This agreement must be returned to Knollwood within 14 days of Effective Date or it will be null and void.

**Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
Department of Energy Resources**

Massachusetts Renewable Portfolio Standard

RENEWABLE ENERGY CERTIFICATES SERVICES AGREEMENT

I, Town of Arundel (Name of Generation Unit Owner) certify that I am the owner of the system installed and located at 257 Limerick Rd., Arundel, ME 04046 (Address) and that I have executed a contract on October 21, 2020 (Date) with Knollwood Energy of MA LLC (Name of Aggregator/Authorized Representative) authorizing Knollwood Energy of MA LLC (Name of Aggregator/Authorized Representative) to include my system as part of an Aggregation of RPS Class I eligible Generation Units. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

I, Knollwood Energy of MA LLC (Name of Aggregator/Authorized Representative) certify that I have executed a contract with Town of Arundel (Name of Generation Unit Owner) on October 21, 2020 (Date) to include the system located at 257 Limerick Rd., Arundel, ME 04046 (Address) in an Aggregation. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

Signature of Generation Unit Owner: _____ Date: _____

Signature of Aggregator/Authorized Rep.: _____ Date: _____

(908) 955-0590



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ME SREC PROGRAM

What is a Renewable Energy Credit?

A Renewable Energy Credit (REC) is a tradable commodity that represents proof that 1,000kwhs (1 MWh) was produced from a registered solar renewable energy facility.



Solar facilities located in Maine are eligible to participate in the MA Renewable Energy Credit Program. Massachusetts accepts solar facilities into their REC program from other states within the ISO-NE Control Area. This includes all Maine solar facilities that have a revenue grade meter and have the production reported to the New England Power Pool (NEPOOL) by an approved third party verifier/reporter.

Will I still get net metering if I sell RECs?

If your utility offers net metering, yes. A solar renewable energy credit is generated based on the system's total solar production, regardless of energy usage in your home. Net metering is an additional benefit provided to you by your utility. Net meter does not affect your REC benefit.

How are RECs created?

Each system needs a state certification to be allowed to sell RECs and account with the New England Power Pool Generation Information System (NEPOOL GIS), a third party designated by the state to issue and track all credits in New England. The RECs are created based on the amount of electricity generated from your system (1,000kWh = 1 REC).

How do I get certified with the state and an account in NEPOOL?



Knollwood Energy
about 2 months ago

We've put together the following Frequently Asked Questions about MA's new CPEI program. We hope it helps clarify some program details. Be sure to contact us if you have further questions!



KNOLLWOOD
CPEC - FAC
We thank you



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 **CUSTOMER PORTAL**

Your installer will provide us with the required technical information. Knollwood Energy will then submit all of the required documentation to get your system approved and registered for RECs. We will also establish a NEPOOL account and manage it on your behalf.

How is production reported to NEPOOL GIS?

Individuals cannot report their production directly. You must hire an Independent Verifier/ Reporter. The Independent Verifier will report the production to NEPOOL.

When are RECs created?

NEPOOL creates RECs quarterly based on the schedule below. Only whole RECs are created. Partial production is rolled into the next quarter. Production from first quarter (January-March) RECs are created on July 15th. Production from second quarter (April-June) RECs are created on October 15th. Production from third quarter (July-September) RECs are created on January 15th. Production from fourth quarter (October-December) RECs are created on April 15th.

When do I get paid?

You will receive payment for RECs created a couple of weeks after each quarterly minting. We can pay you via check or electronic deposit. As you can see from the NEPOOL minting cycle, if your system comes online in January, you will not see your first check until early August.

How do I know if I generate a REC?

State SREC Markets

[MA SREC Program](#)

[MD SREC Program](#)

[ME SREC Program](#)

[NH SREC Program](#)

[NJ SREC Program](#)

[OH SREC Program](#)

[PA SREC / AEC Program](#)

[VT SREC Program](#)

Links To Other Resources

[NJ SREC Program Link](#)

[DE SREC Program Link](#)

[PA SREC/AEC Program Link](#)

[MA SREC Program Link](#)

[Every state program information](#)

The Knollwood Energy Customer Portal tracks all RECs created and sold. On the day of each quarterly REC creation in NEPOOL, your account will be updated in our customer portal. You can log in and see if you have any new RECs.

How do I track my REC production and sales?

The Knollwood Energy Portal maintains a history of all of your RECs created and sold.

How do I get an account on the Knollwood Portal?

Each customer will get an account in the Knollwood Energy Customer Portal after they sign our paperwork. The username and password will be emailed to you.

What do I have to do?

You have three responsibilities. First, sign our paperwork. Second, make sure that you hire the Independent Verifier and ensure your production is reported to them. Finally, cash your check.

How Do I Sign Up with Knollwood Energy?

Email or call us. We make the process really simple. Contact our Vice President Of Sales at 862-432-0370 or email

Karen@KnollwoodEnergy.com

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