

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

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**Monday December 14, 2020
Arundel Municipal Building
Meeting Room
7PM**

- I. Call to Order
- II. PUBLIC HEARING -Future of old Town Hall
- III. Approval of Agenda
- IV. Public Forum – Public comment on non-agenda items
- V. Approve Minutes of November 23, 2020
- VI. Committee and Board Reports
- VII. Manager’s Report
 - Earned Paid Leave
 - Emergency Response Action Plan –Arundel Municipal Building
 - FY21/22 Budget Review Start – up
 - Reimbursement Check from State Truck & Ballot Box
 - Bids on Old Trucks
 - Proctor Road Damage
- VIII. Business
 - Kennebunk River Watershed Management Plan
 - Renewable Energy Credit
 - Possible Playground/Arundel Municipal Building
 - Substance Use Disorder /Request for Funding
- XI. Other Business and Adjournment
 - Approval Payable Warrant
 - Adjournment



257 Limerick Rd, Arundel, ME 04046
Tel: 207-985-4201 Fax: 207-985-7589
www.arundelmaine.org

PUBLIC HEARING – FUTURE OF OLD TOWN HALL

7PM

Arundel Municipal Building Meeting Room

On Monday December 14, 2020 the Arundel Board of Selectmen will meet in public session. The Board will be seeking comment on what the public feels should be the future of the Old Town Hall.

Built in 1900 the Old Town Hall served as a school and then administrative offices for both the school and the town. On October 19, 2020 the Old Town Hall was shut down and the Administrative Services of the community are now operated out of the newly constructed Arundel Municipal Building located at 257 Limerick Road.

Comment on the future of the building can be made either in person or via e-mail to the Town Manager @ the e-mail address of townmanager@arundelmaine.org .

All information will be shared at the Selectmen's meeting and it is the intent to have another future public hearing prior to the development of the Annual Town Meeting Warrant.

**TOWN OF ARUNDEL
BOARD OF SELECTMEN**

Monday November 23, 2020
Arundel Municipal Building
7 PM

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

Absent: Selectmen Nedeau

Others: TM Trefethen, Jack Reetz, John Bell

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

Approval of Agenda: *MOTION Dubois second Danylik “approve agenda as amended” passed 4-0. (added a discussion on RSU 21 Finance Meeting by Chairman Hayes.*

Public Forum: No discussion

Approval of Minutes: *MOTION Labbe second Dubois “approve minutes of November 9, 2020 as presented” passed 5-0.*

Committee & Board Report: Selectmen Hayes provided general information relative to financial matters of RSU #21 that included their Annual Audit among other subject matter. No action taken.

Managers Report:

-Phone Service: New Phone installation was completed today. All phones are install and operating correctly. Have an issue with ongoing Fax's. Still a work in progress to resolve.

-AV System in Meeting Room. Microphones are up and operating. Still need to purchase a podium for audience. Camera hopefully will be operational at next meeting.

-Acoustics Meeting Room: Manager shared with the Board a sample of the layout. Before a decision is made Manager is seeking cost for purchase and installation.

-FY 19/20 Transfer Station Overdraft. Budget was overspent by \$9,105.08. Board has the authority to transfer up to 5% of various budget as authorized by Annual

Town Meeting Vote to cover these overdrafts. ***MOTION Dubois second Danylik “move \$9,200 from the Public Works Budget to cover the overdraft” passed 4-0.***

The Public Works budget had a surplus of \$59,475.35 at the end of FY 19/20.

-CMP Billing & Demand Charge: Manager advised the Board that for the past two months we have generated enough electricity from the solar panels at the new Municipal Building to cover our electricity use. A demand Charge still gets billed to the New Municipal Building however based on our most use of energy in a monthly 15 minute period. This Demand Charge was approved by the PUC to be charged to Commercial Customers to insure there is enough infrastructure in the grid to prohibit brownouts on high demand days. The Towns task will be to reduce our high 15 minutes monthly peak to curb associated costs to CMP.

Business:

-Review Meeting Room Agreement: Board reviewed the new draft which expresses their concern to have a requirement of a Certificate of Insurance for any group that wishes to use the Meeting Room. ***MOTION Dubois second Danylik “approve the Meeting Room Use Agreement as presented” passed 4-0.***

-Renewable Energy Audit: The Board tabled action on this agreement as a result that Selectmen Nedeau was not in attendance. He had asked to do additional research before any action occurs and would report back to the BOS his findings.

Other Business and Adjournment: Board discussed the Welcome to Arundel Signs, the New Municipal Building Sign and its color. Payable Warrant: ***MOTION Dubois second Labbe “approve warrant as presented and reviewed” passed 4-0.***

ADJOURNMENT *MOTION Dubois second Labbe “to adjourn” passed 4-0 @ 7:52PM*

Respectfully submitted,

Keith M. Trefethen
Town Manager

TOWN OF ARUNDEL

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

BUSINESS MEETING December 14, 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

- Earned Paid Leave: Presently I am working with the Town Attorney to propose some modifications to the Town's Personal Policy to address Earned Paid Leave 26 MRS 637. I have provided in your packet some information from the Department of Labor relative to the law.
- Emergency Response Plan: MMA Loss Control consultant Lance Lemieux visited the new Municipal Building to assist the Town in various safety issues. Obviously the new building had no glaring violations but the lack of an Emergency Response Plan was indicated. On your desks at the meeting I will provide a draft plan presently being viewed by MMA prior to implementation.
- FY 21/22 Budget Review Start-up: Looking to get things rolling first of the year. Spoke to Budget Chairman Hayes who continues to feel Wednesdays are the best days to meet.
- Reimbursement Check State: I have attached a copy of check that indicates the reimbursement of \$135,932.00 for the Full size six wheel truck and \$2,029.00 for the outside ballot box.
- Bids on Old Trucks: Two 1986 pick-ups were put out to bid. Value of these trucks is very minimal which was indicated in the bids received (1). Trucks were sold. Total of \$150.00 dollars was received.
- Damage Proctor Road: Had a contractor move heavy equipment on a recently paved Proctor Road. Estimate for repair of \$2,500.

BUSINESS

- Kennebunk River Watershed Management Plan: Mindee Goodrum from the York County Soil & Water Conservation District will attend your meeting and provide an overview Watershed Based Management Plan for the Kennebunk River. As you recall we were partners in the development of the plan to identify areas of concern with regard to the entire watershed and a strategy in moving forward. The entire plan is 97 pages and a plan will be on your desks at the meeting.
- Renewable Energy Credit: We had tabled action on this until Selectmen Nedeau was present. As I indicated in the past the Credits are a Tradable Commodity costing the Town \$0 dollars but providing Arundel with revenue of \$2,700/yr.
- Possible Playground Construction: Recreation Director Jenn Shea suggested that the Town may wish to construct a Playground for the community behind the

New Municipal Building. Funding in the Municipal Park Capital Reserve is over \$88,000 and the inclusion of the Playground, with Trail to access the Eastern Trail and the Bike Flow Trail, with our adequate parking and public restrooms may be another addition to this area.

-Substance Use Disorder: I have provided to you background information from Chief MacKenzie of the Kennebunk Police Department on the Substance Use Disorder and the request for funding.

OTHER BUSINESS AND ADJOURNMENT

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

12 **DEPARTMENT OF LABOR**

170 **BUREAU OF LABOR STANDARDS**

Chapter X: RULES GOVERNING EARNED PAID LEAVE

Summary: The purpose of this chapter is to provide definitions and procedures for implementing earned paid leave for certain employees pursuant to 26 MRS §637.

Section I: Application

These rules apply to employers that employ more than 10 employees in the usual and regular course of business for more than 120 days in any calendar year, with certain exceptions. Covered employers shall permit each employee to accrue earned paid leave based on the employee's base rate of pay as defined in Section II.

Section II: Definitions

As set forth in 26 MRS §637 or in this chapter, the following terms have the following meanings.

- A. "120 days" for purposes of 26 MRS §637(2) and (3) means 120 *calendar* days (not business days).
- B. "Base rate of pay." The base rate of pay for purposes of earned paid leave required by this statute is identical to the regular rate of pay defined in section 26 MRS §664(3). The base rate will be calculated by reference to the week immediately prior to the leave taken.
- C. "Bureau" means the Bureau of Labor Standards, within the Department of Labor.
- D. "Calendar year" means January 1 through December 31 of any year.
- E. "Covered Employee." A covered employee is a person engaged in employment as defined in the Employment Security Act, 26 MRS §1043(11) for an employer as defined by 26 MRS §1043(9), except as otherwise set forth herein or in the Act Authorizing Earned Employee Leave. A covered employee may include a person who is employed full-time, part-time or per diem.
- F. "Covered Employer." A covered employer is an employer as defined by 26 MRS §1043(9) who employs more than 10 covered employees in the usual and regular course of business for more than 120 days in any calendar year.
- G. "Emergency" and "sudden necessity," which terms may be used interchangeably herein, mean a situation in which the need for leave is not reasonably foreseeable.

- H. "Employer" has the same meaning as in 26 MRS § 1043(9).
- I. "Employment" has the same meaning as in 26 MRS § 1043(11), but does not include employment in a seasonal industry as defined in 26 MRS § 1251.
- J. "Employment in a seasonal industry" means employment in an industry determined by the Unemployment Insurance Commission to be seasonal pursuant to 26 MRS § 1251 and employment for an employer who has submitted the required report to the Bureau of Unemployment Compensation setting forth the seasonal period for the applicable year.
- K. "Hours Worked." For purposes of 26 MRS § 637(3), for covered employees defined as exempt by federal regulations (29 CFR § 541), in the absence of any other record, the presumption is that hours worked by such employees are 40 hours per week.
- L. "One-year period" means any period of 365 (366 in a leap year) consecutive days.
- M. "Start of Employment" means the first day the employee performed work for the employer.
- N. "Year of employment" means a period of 365 (366 in a leap year) consecutive days beginning with the employee's *start of employment*, or any subsequent period of 365 (366 in a leap year) consecutive days beginning on one of the following:
 - i. the anniversary date of the employee's start of employment; or
 - ii. such date as the employer may assign, provided that no loss of earned paid leave results for any employee not using the date identified in i. above.

Section III: Accrual

- A. An employee is entitled to earn one hour of earned paid leave from a single employer for every 40 hours worked, up to 40 hours in one year of employment.
- B. Accrual of earned paid leave begins at the start of employment, but the employer is not required to permit use of the leave before the employee has been employed by that employer for 120 days during a one-year period.
- C. No more than forty hours of earned paid leave is required to be available for use by a covered employee during any one year period as established by section II. L. herein.
- D. Covered Employees with accrued and unused hours of earned paid leave from the previous year of employment will have those hours available for use by the employee in the current year of employment, up to a maximum of forty hours. Hours are only required to continue to accrue up to forty hours in the current year of employment.
- E. Whenever the terms of employment or the employer's established practice includes provisions to pay the balance of unused earned paid leave at the time of separation, earned paid leave on cessation of employment has the same status as wages earned in accordance with 26 MRS § 626.

- F. An employee who returns to work within a one-year period of the last date of previous employment with the same employer is entitled to any unused balance of earned paid leave that was not paid out at the time of separation of employment.
- G. For the sole purpose of determining the accrual of earned paid leave for construction workers, the term “employer” includes all covered employers bound by a collective bargaining agreement negotiated by a multiemployer bargaining unit.

Section IV: Greater Benefits and Exception

- A. Nothing in this chapter may be construed to affect an employer’s obligation to comply with any collective bargaining agreement or employee benefit plan that provides greater earned paid leave rights to employees than the rights provided by 26 MRS §637.
- B. 26 MRS §637 does not apply to an employee covered by a collective bargaining agreement during the period between January 1, 2021 and the expiration of the agreement.

Section V: Notice and Use of Leave

- A. Reasonable Notice. Absent an emergency, illness or other sudden necessity for taking earned paid leave, the employer may have a written policy requiring up to 4 weeks’ notice to the employer of the employee’s intent to use earned leave.
- B. Notice required for an emergency, illness or other sudden necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, a covered employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the employer of the employee’s intent to use earned paid leave.
- C. Scheduling of Leave. The Employer may place reasonable limits on the scheduling of earned paid leave for reasons other than emergency, illness or other sudden necessity, to prevent undue hardship on the employer as reasonably determined by the employer. Undue hardship means a significant impact on the operation of the business or significant expenses, considering the financial resources of the employer, the size of the workforce, and the nature of the industry.
- D. Employees may use earned paid leave in increments of at least one hour, unless the employer chooses to allow smaller increments.
- E. The employer cannot require the employee to use accrued earned paid leave when the employer causes the employee to be unable to perform their job, such as by closing the business or cancelling a shift.
- F. An employer shall not deny an employee the right to use paid leave available for use by that employee in accordance with the conditions of this section.

Section VI: Penalties

- A. Penalties for violations of this section are the same as those provided in section 26 MRS §53. Each denial of paid leave for each affected covered employee in violation of 26 MRS §637 and this Rule is a separate violation.

STATUTORY AUTHORITY: 26 MRS §42 and §637

EFFECTIVE DATE: January 1, 2021

AMENDED:



STATE OF MAINE
Augusta, Maine 04333

0013216105 56-503
422

CHECK DATE: 11/20/2020

KNOW YOUR ENDORSER
REQUIRE IDENTIFICATION
VOID 180 DAYS FROM CHECK DATE

One Hundred Thirty Seven Thousand Nine Hundred Sixty One And 00/100 Dollars

\$****137,961.00

TO THE
ORDER
OF



ARUNDEL TOWN OF
257 LIMERICK RD
ARUNDEL ME 04046



J. J. Smith GOVERNOR
Bryant C. Choini STATE CONTROLLER
Henry E.M. Bach TREASURER

⑈0013216105⑈ ⑆042205038⑆ 130118020366⑈

Detach and retain this portion before depositing
STATE OF MAINE REMITTANCE

Cat	Date	Vendor Code	Bank Code	Check Number	Check Amount
	11/20/2020	VC0000224294	0366	0013216105	\$****137,961.00

Document ID	Vendor Invoice Number	Contact #	Line Amount
DESCRIPTION			
PRC06AMPY11122010000280790	A-001	207-624-6387	135,932.00
2020 FREIGHTLINER MODEL 108SD / MAINE DEP			
GAX29A2020112000000000881	QU01531	207-624-7644	2,029.00
REIMBURSEMENT FOR YOUR ABSENTEE BALLOT BOX 2020			





QUOTE

Dayton Sand & Gravel Co., Inc.
 928 Goodwins Mills Road
 Dayton, Maine 04005-7352
 Phone (207) 499-2306
 Maine WATTS: (800) 339-2700
 Fax (207) 499-7102
 e-mail: fjohnston@daytonsand.com

PROJECT INFORMATION

Date: **Tuesday, December 8, 2020**

Project ID: **Proctor Road**
 Project Location:

CUSTOMER INFORMATION

Name: **Town of Arundel**
 Address: **257 Limerick Road
 Arundel, Maine 04046**

Expected Start Date:

Contact: **ROGER**
 Telephone: **207-985-4201**
 Fax: **207-985-7589**
 Cell Phone: **469-4715 Garage 207-284-7202**

EMAIL: **publicworksdirector@arundelmaine.org**

DESCRIPTION OF PROJECT:

To Be Done Spring Or Summer Of 2021

Proctor Road

- | | |
|---|-----------------------------|
| #1. Grind and patch edge of road.....9 sq. yds. | Total.....\$670.00 |
| #2. Butt joints and overlay 1 1/4" of 9.5mm.....200 sq. yds. | Total.....\$2,500.00 |

Any asphalt curb will be at \$9.00 per linear feet.
Any trench patch will be at \$150.00 per ton.

No Gravel No Fine Grade
Any curb chink will be at \$150.00 per ton.

PAYMENT TERMS: **NET 30 DAYS WITH APPROVED CREDIT**

Dayton Sand & Gravel Co., Inc. guarantees the workmanship and quality of materials used in this project for a period of one year. Dayton Sand & Gravel Co., Inc. will charge extra over and above the quoted sum for additional materials and additional labor not outlined in this agreement.

A finance charge of 1 1/2% per month will be charged on all accounts over 30 days until paid. This amounts to 18% per year annualized.

Additionally, if necessary to file suit on this account, legal fees will be the customer's responsibility.

Disputes arising from this agreement will be settled according to Maine Law.

ALL NECESSARY PERMITS MUST BE PURCHASED AND OBTAINED BY OWNER PRIOR TO START OF PROJECT.

ACCEPTANCE

The foregoing terms, specifications and conditions are satisfactory and they are hereby accepted and agreed to, pending credit approval.

CUSTOMER

DAYTON SAND & GRAVEL CO., INC.

Signature:

Signature: *Jason Robinson*

Title:

Date:

Title: *Paving Manager*

Date: *12-08-2020*

Jason Robinson

Please sign one copy and return to the above address. This proposal may be withdrawn by us if not signed within 30 days.

Please Note:


Price per ton of Asphalt is subject to availability and cost. Prices quoted on this agreement are for the 2020 season only. Dayton Sand & Gravel Co., Inc. reserves the right to renegotiate prices if proposal is not signed within the 30 day limit.

page 1 of 2

Town Manager

From: Mindee Goodrum [mgoodrum@yorkswcd.org]
Sent: Tuesday, December 01, 2020 1:01 PM
To: Town Manager
Subject: Re: Kennebunk River Watershed Management Plan

Good afternoon Keith,

I am reaching out to verify if it will still be possible to speak with the Arundel selectboard on December 14th regarding our grant work on the Kennebunk River Watershed Management Plan. We have a draft of this plan together and are just awaiting feedback from EPA and DEP to finalize the document, but we don't anticipate major changes. The draft of the plan can be downloaded here and can be shared with the committee  [KennebunkRiverWBMP_11202020.pdf](#). It is a very large document so I certainly don't expect that folks will read through the entire plan, but at the meeting I can provide some brief highlights and answer any initial questions. We have really appreciated the support from the town and community of Arundel throughout the development of this plan are excited to share the results with everyone.

Are these meetings being held virtually? If the agenda on the 14th is looking too full, I would be available for the meeting on the 28th instead if necessary. I don't anticipate that I would take more than 10 minutes of your time.

Thanks,
Mindee

Mindee Goodrum

Interim Project Manager
21 Bradeen St. Suite 304
Springvale, ME 04083
Cell: (207) 432-3516
Office: (207) 324-0888 ext. 208



Y O R K C O U N T Y
SOIL & WATER CONSERVATION DISTRICT

Kennebunk River Watershed-Based Management Plan

The Kennebunk River has failed to meet state Class B water quality standards for aquatic life and bacteria levels, indicating a need for restorative action. In 2018 the York County Soil and Water Conservation District, in partnership with the Wells National Estuarine Research Reserve, was awarded a \$41,600 grant to create a Watershed-Based Management Plan for the Kennebunk River Watershed. Funding for this project was provided, in part, by the U.S. Environmental Protection Agency under Section 604(b) of the Clean Water Act. The funding is administered by the Maine DEP in partnership with the U.S. EPA. The purpose of this project was to develop a Watershed-Based Management Plan (WBMP) for the Kennebunk River watershed that includes the United States Environmental Protection Agency's (US EPA) nine minimum required elements. Through the completion of this project, we collected information about the watershed's natural resources, and specific nonpoint source (NPS) and bacteria problems, and worked with the communities, town officials and regional partners to develop locally-supported watershed goals, objectives, and action strategies for protecting the Kennebunk River and its tributaries. This WBMP was developed to serve as a guide for watershed protection, restoration, and enhancement efforts over the next 10 years. Adoption of the WBMP by the towns within the watershed is highly recommended to help raise local awareness about the need for restoration efforts and to garner support needed to implement various aspects of the plan. Members of the Arundel Conservation Trust, another of our partners in this project, will be present as well to briefly voice their support for the plan and their role in local conservation efforts.



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





- 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=CBFCIBAA2AAABLbqZhAvArWITCtmzDDf v3tjUv-yi6yi-ISJzPQKRa5bFcARibEGzABo084s8zqw lmE6Sc*

Please initial here to approve Appendix [REDACTED]

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: _____

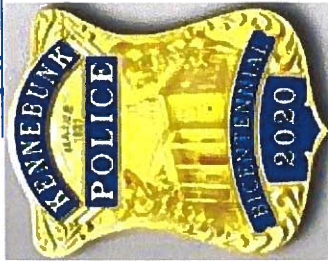
Good Morning Town Manager Trefethen:

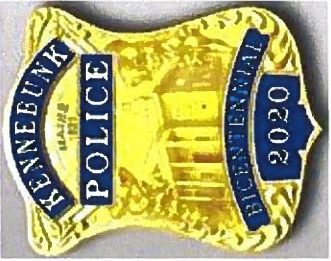
I am in hopes this email finds you well! Earlier this year I had embarked on an initiative with the help of the Pinetree Institute with regard to addressing our community's substance use disorder. I was in the process of securing a total of \$8,000.00 in order to make this come to fruition when the pandemic happened. I am now beginning to move this forward and am hoping Arundel will take part as it is truly an initiative that will cover the three towns of Arundel, Kennebunkport and Kennebunk. I have attached a document that explains the initiative and please let me know should you have any questions.

Best,

Bob

Robert F. MacKenzie
Chief of Police
Kennebunk Police Department
4 Sumner Street
Kennebunk, ME 04043
Office: 207-604-1339
Fax: 207-985-8769
email: rmackenzie@kennebunkmaine.us
website: <http://www.kennebunkmaine.us>





From: Town Manager <townmanager@arundelmaine.org>
Sent: Monday, December 07, 2020 10:28 AM
To: Robert Mackenzie <rmackenzie@kennebunkmaine.us>
Subject: RE: Request

**** CAUTION: This email originated from outside of the organization. ****

Chief MacKenzie:

Thanks for reaching out. It appears with this letter you are seeking a commitment from the Town of Arundel for \$500 to get this project its final funds for the kick off. I will forward this request to the Board of Selectmen at their meeting on December 14th and will share with them the letter you have provided to me. My only question is once you are able to have the initial \$8,000 secured and you begin the initiative is there an expectation that moving forward funding will be requested again, or is this a one-time request.

Thank you

Keith M. Trefethen
Town Manager

From: Robert Mackenzie [<mailto:rmackenzie@kennebunkmaine.us>]
Sent: Monday, December 07, 2020 10:09 AM
To: 'townmanager@arundelmaine.org'
Subject: Request

Town Manager

From: Robert Mackenzie [rmackenzie@kennebunkmaine.us]
Sent: Monday, December 07, 2020 11:24 AM
To: 'Town Manager'
Subject: RE: Request

TM Trefethen:

Many thanks for your response and for putting it forward to your BOS. With regard to ongoing funding, the initial phase will identify priority needs and action plans to address those needs. Depending on the nature of those recommendations there may be funding required for implementation but there is no requirement that groups supporting the initial work would be required to support the implementation. A good example of this is Portsmouth. The initial phase was supported by a combination of funding from Portsmouth City Council and Portsmouth Rotary. Funding for implementation of the recommendations came from the Foundation for Seacoast Health and did not require any additional money from the city or from Rotary.

Let me know if this helps and if you have any further questions. I can be present if you would like for the meeting and I can always asked Larry from Piinetree Institute to be present as he did come to the Kennebunkport meeting with me.

Best,

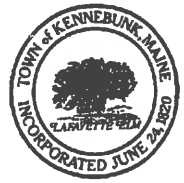
Bob

Robert F. MacKenzie
Chief of Police
Kennebunk Police Department
4 Summer Street
Kennebunk, ME 04043
Office: 207-604-1339
Fax: 207-985-8769
email: rmackenzie@kennebunkmaine.us
website: <http://www.kennebunkmaine.us>



KENNEBUNK POLICE DEPARTMENT

KENNEBUNK, MAINE



Robert F. MacKenzie, Chief of Police

Michael F. Nugent, Deputy Chief
Eric O'Brien, Lieutenant

Town of Arundel
Attn: Town Manager Keith Trefethen
257 Limerick Road
Arundel, ME 04006

Town Manager Trefethen:

I have been tirelessly working to combat the opioid epidemic and the underlying issue of substance use disorder (SUD) for several years now. The Kennebunk's are not immune to those struggling with SUD and we have seen our communities touched by the opioid epidemic with overdoses and loss of life. In fact, Arundel has lost eleven individuals over the past six years due to overdoses according to the medical examiner's office, and I am aware of others struggling with various substances in all of our communities.

I have worked in my capacity as police chief and as a Rotarian to bring awareness to SUD throughout Maine and New Hampshire and as far away as New York State. I was recently in Washington D.C. last week to share the work I have been doing with our legislators which was very well received. I was also just recognized by the Maine Chiefs of Police for Outstanding Contribution to Law Enforcement for my work on SUD.

I recently have embarked on an initiative as it relates to combating substance use disorder as a community-wide initiative, which I feel very strongly about. I met Larry McCullough a few years ago through his work at Pinetree Institute in Eliot, ME. Larry has been bringing awareness of Adverse Childhood Experience's (ACE's) and Trauma Informed Care to southern Maine and seacoast New Hampshire. In fact, Rotary District 7780's Recovery Initiative Committee and several Rotary clubs within our District are working together to bring a master training program on ACE's as so community members and school officials can train in our respective communities. I had met with Larry early in 2019 with the idea of bringing a Communities Coordinated Response pilot program to southern Maine in tandem with the City of Portsmouth New Hampshire. The idea is to bring our community stakeholders all together in order to identify issues as it relates to SUD, and plan a coordinated response. We envisioned town government, social services, medical providers, school officials, Rotary, United Way, businesses and others together to identify and strategically plan a response. Due to RSU 21 experiencing legal issues it was decided to put this initiative on hold as RSU 21 would be an important part.

Feeling as though we can progress forward on this initiative at this time I engaged conversation with Larry and developed a plan to move forward. It was my suggestion that we look at the three communities of Kennebunk, Kennebunkport & Arundel as to follow RSU 21's footprint to move a community coordinated response in a unified way. The cost of this initiative is \$8,000.00. My thought was to seek out funding from the three

communities and other stakeholders. As it stands now, we have the following funds that have been designated for this initiative:

Kennebunk Savings Bank: \$5,000
Town of Kennebunk: \$500
Town of Kennebunkport: \$500
Kennebunk Rotary: \$500
Kennebunk Portside Rotary: \$500
Rotary District 7780 Recovery Initiative: \$500

The Maine's Opioid Response Strategic Action Plan from the Governor's office identifies ACE's education & training as one of the priorities for combating the opioid epidemic. I am truly committed to making a difference and I ask Kennebunkport to join me in this effort.

Sincerely,



Robert F. MacKenzie
Chief of Police