

AGENDA

AROOSTOOK COUNTY COMMISSIONERS' MEETING – WEDNESDAY, MAY 17 2023 - 1:00 PM

REGISTRY OF DEEDS FIRST FLOOR CONFERENCE ROOM – FORT KENT

PLEASE USE THE FOLLOWING INFORMATION FOR ATTENDING THE MEETING VIA ZOOM:

MEETING ID: 899 2358 2414 PASSCODE: 607916

REGULAR MEETING

- ART. 1. CALL TO ORDER.
- ART. 2. PLEDGE OF ALLEGIANCE.
- ART. 3. PUBLIC COMMENT PERIOD.
- ART. 4. APPROVAL OF AGENDA.
- ART. 5. APPROVAL OF THE COUNTY COMMISSIONERS MEETING MINUTES OF APRIL 19, 2023.
- ART. 6. OTHER ITEMS FOR APPROVAL AND SIGNATURES.
 - A) ATTENDANCE RECORD
 - B) BILLS AND WARRANTS
- ART. 7. TO CONSIDER THE PRESENTATION OF THE CORRECTIONAL OFFICER OF THE YEAR AWARD. (SHAWN)
- ART. 8. TO RATIFY A LETTER OF SUPPORT ON BEHALF OF AROOSTOOK AGENCY ON AGING FOR THE AROOSTOOK HEALTH PARTNERSHIP PROJECT. (RYAN)
- ART. 9. TO RATIFY A LETTER OF SUPPORT ON BEHALF OF LORING DEVELOPMENT AUTHORITY FOR A NEW FOREIGN TRADE ZONE. (RYAN)
- ART. 10. TO CONSIDER APPOINTMENTS TO THE NMDC BOARD FOR GENERAL MEMBERSHIP (2) AND UNORGANIZED TERRITORY (1). (RYAN)
- ART. 11. TO CONSIDER THE LOCATION AND DATE FOR THE SPIRIT OF AMERICA AWARD CEREMONY. (RYAN)
- ART. 12. TO CONSIDER THE QUARTERLY FINANCIAL REPORTS. (DANA)
- ART. 13. TO CONSIDER A 2023 ARPA GRANT APPLICATION UPDATE. (STEVE)
- ART. 14. TO CONSIDER A CHANGE IN THE CERTIFIED COPY FEE CHARGED BY THE REGISTRY OF DEEDS AND AN UPDATE REGARDING POTENTIAL STATUTORY FEE CHANGES PROPOSED BY THE MAINE REGISTRY OF DEEDS ASSOCIATION(MRDA). (AMY/MELISSA)
- ART. 15. TO CONSIDER THE HIRING OF STEVEN MURPHY FOR THE FULL-TIME CORRECTIONS OFFICER POSITION. (SHAWN/JOEY)

- ART. 16. TO CONSIDER THE HIRING OF PHILIP MORLEY FOR THE FULL-TIME CORRECTIONS OFFICER POSITION. (SHAWN/JOEY)
- ART. 17. TO CONSIDER THE BID RECOMMENDATION FOR THE PURCHASE OF A 2023 ENCLOSED CARGO TRAILER. (JOEY)
- ART. 18. TO CONSIDER THE BID RECOMMENDATION FOR THE SALE OF A SURPLUS 2015 SURE-TRAC TRAILER. (JOEY)
- ART. 19. TO CONSIDER THE BID RECOMMENDATION FOR THE SALE OF A SURPLUS 2015 POLARIS UTV. (JOEY)
- ART. 20. TO CONSIDER THE BID RECOMMENDATION FOR THE CONNOR RECREATION FACILITY MAINTENANCE FOR 3-YEAR PERIOD (2023-2025). (PAUL)
- ART. 21. TO CONSIDER THE AMBULANCE INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF EAST MILLINOCKET FOR THE UNORGANIZED TERRITORIES OF MOLUNKUS AND NORTH YARMOUTH ACADEMY GRANT FOR A THREE (3) YEAR PERIOD (7/2023-6/2026). (PAUL)
- ART. 22. TO CONSIDER THE AMBULANCE INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF VAN BUREN FOR THE UNORGANIZED TERRITORY OF VAN BUREN COVE FOR A THREE (3) YEAR PERIOD (7/2023-6/2026). (PAUL)
- ART. 23. TO CONSIDER THE BID RECOMMENDATION FOR THE JAIL FLAT ROOF REPLACEMENT PROJECT. (BRYAN)
- ART. 24. TO CONSIDER THE BID RECOMMENDATION FOR HEATING OIL. (BRYAN)
- ART. 25. TO CONSIDER THE BID RECOMMENDATION FOR THE DISPATCH CONSTRUCTION RFP. (BRYAN/RYAN/SHAWN)
- ART. 26. TO CONSIDER THE SUNVEST NEB SUBSCRIPTION AGREEMENT. (BRYAN)
- ART. 27. COUNTY COMMISSIONER'S REPORT.
- A) MCAA/RISK POOL UPDATE
 - B) OTHER ITEMS OF INTEREST
 - C) LEGISLATIVE REPORT
- ART. 28. OTHER BUSINESS.
- ART. 29. ADJOURNMENT.

NEXT MEETING:

COUNTY COMMISSIONERS' MEETING – TUESDAY – JUNE 20, 2023– 1:00 P.M.
ADMINISTRATIVE HEARING ROOM – CARIBOU COURTHOUSE

MINUTES

AROOSTOOK COUNTY COMMISSIONERS' MEETING-WEDNESDAY, APRIL 19, 2023 1:00 PM
SHERIFF'S OFFICE BUILDING SECOND FLOOR CONFERENCE ROOM-HOULTON

PRESENT

Paul J. Underwood, Chair, County Commissioners
 Norman L. Fournier, County Commissioner
 William T. Dobbins, County Commissioner
 Ryan D. Pelletier, County Administrator
 Paul Bernier, Community Services Director
 Dana Gendreau, Finance Director
 Christina Theriault, HR Director
 Darren Woods, Director EMA
 Todd Collins, District Attorney – Zoom
 Shawn Gillen, Sheriff
 Joyce Findlen, HR Specialist
 Steve Pelletier, ARPA Program Administrator – Zoom
 Tammy Pelletier, Operations Assistant
 Joey Seeley, Deputy Sheriff
 Peter Johnson, Commander
 Meaghan Maloney, President, Maine Prosecutor's Association - Zoom
 Shawn Little, Corrections Officer & friends/family
 Kenneth Spittle, Dispatcher & friends/family
 Patty Dube, Resident of Perham – Zoom
 Deborah Black-Doebener, Resident of Perham – Zoom
 Brian Bouchard, WAGM TV
 Kathleen Tomaselli, Bangor Daily News

- ART. 1. Chair Paul J. Underwood called the meeting to order at 1:02 p.m.
- ART. 2. Pledge of Allegiance.
- ART. 3. There was no public comment.
- ART. 4. Mr. Ryan Pelletier requested that Article 17 (A) & (B) be moved to Article 5 (A) and Article 17 (C) be removed from the agenda.

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to approve the agenda as amended.

VOTE:

Motion voted on and passed.

- ART. 5. Chair Paul J. Underwood entertained a motion for approval of the March 15, 2023 County Commissioners' meeting minutes.

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the minutes for the Commissioners' meeting of March 15, 2023.

VOTE:

Motion voted on and passed.

A) Sheriff Shawn Gillen presented the following awards:

Life Saving Award – Shawn Little, Corrections Officer
Dispatcher of the Year Award – Kenneth Spittle, Dispatcher

ART. 6. The County Commissioners approved and signed the following:

- A) Attendance record.
- B) Bills and warrants.
- C) BYOB Permit – Lisa Martin/Benedicta

MOTION:

Motion by Norman Fournier and seconded by William Dobbins to approve the BYOB Permit for Lisa Martin.

VOTE:

Motion voted on and passed.

ART. 7. Mr. Ryan Pelletier presented for consideration the following Transfers for Asset Forfeitures:

- A) State v. Keaton

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to approve the transfers of Assets for State v. Keaton.

VOTE:

Motion voted on and passed.

- B) State v. Collagan

MOTION:

Motion by William Dobbins and seconded by Norman Fournier to approve the transfers of Assets for State v. Collagan.

VOTE:

Motion voted on and passed.

ART. 8. Mr. Ryan Pelletier presented for consideration the draft final decision for the Tax Abatement Appeal Request of Watts v. Perham granting the appeal.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to approve the draft as the final decision.

VOTE:

Motion voted on and passed.

ART. 9. Mr. Ryan Pelletier presented for consideration a change in the County's fiscal year to be July-June.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to approve the fiscal year change to July-June, with the option for towns to pay the January 1, 2024-June 30, 2024 tax bill over a 3-year period and the July 1, 2024-June 30, 2025 tax bill due on September 30, 2024.

VOTE:

Motion voted on and passed.

ART. 10. Mr. Ryan Pelletier presented for ratification the National Opioid Settlement Agreement with TEVA, Allergan, CVS, Walgreens, and WalMart.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to ratify the National Opioid Settlement Agreement with TEVA, Allergan, CVS, Walgreens, and WalMart.

VOTE:

Motion voted on and passed.

ART. 11. Mr. Ryan Pelletier presented for consideration a donation request from the Marine Corps Toys for Tots. The request is outside of the established funding request process for outside agencies.

No action taken.

ART. 12. Mr. Ryan Pelletier presented for ratification the following letters of support:

A) Maine State Police's Community Project Funding

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to ratify the letter of support for the Maine State Police Community Project Funding.

VOTE:

Motion voted on and passed.

B) Van Buren's Citizen's Institute on Rural Design

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to ratify the letter of support for the town of Van Buren's application to the Citizen's Institute on Rural Design program.

VOTE:

Motion voted on and passed.

ART. 13. Mr. Todd Collins presented for consideration an extension with the MEDATS/Maine Prosecutors Association information technology services with Aroostook County ending June 30, 2024.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to extend the MEDATS/Maine Prosecutors Association agreement to June 30, 2024.

VOTE:

Motion voted on and passed.

ART. 14. Mr. Steve Pelletier presented an update on the ARPA funding amounts that will be reallocated to the 2024 ARPA funding total in the amounts of \$127,170.99 for Public Health projects and \$3,000.00 for Public Infrastructure projects.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to reallocate funds not used by ARPA project recipients in the amounts of \$127,170.99 for Public Health projects and \$3,000.00 for Public Infrastructure projects to the ARPA funds available for 2024.

VOTE:

Motion voted on and passed.

ART. 15. Mrs. Christina Theriault presented for consideration the County's participation in the Worker's Compensation Incentive Program with an estimated savings to the County of between \$11,000 and \$23,000.

MOTION

A motion was made by William Dobbins and seconded by Norman Fournier to approve participation in Worker's Compensation Incentive Program.

VOTE:

Motion voted on and passed.

- ART. 16. Chief Deputy Joey Seeley presented a recommendation to accept the bid for the purchase of a UTV side-by-side from Houlton Power Sports for \$28,497.00. A Stone Garden Grant of \$26,699.00 will go towards the purchase price, leaving \$1,798.00, which will be covered by the sale of an older UTV and Trailer.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to accept the bid for the purchase of a UTV side-by-side from Houlton Power Sports.

VOTE:

Motion voted on and passed.

- ART. 17. See Article 5 (A).

- ART. 18 Mr. Paul Bernier presented for consideration an agreement between the County of Aroostook Unorganized Territories and the County of Aroostook Sheriff's office for UT Deputy Patrol Services for 2023-2026.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to approve the agreement between the County of Aroostook UT and County of Aroostook Sheriff's Office for services for 2023-2026.

VOTE:

Motion voted on and passed.

- ART. 19. Mr. Paul Bernier presented for consideration a supplemental agreement and contract extension to December 31, 2032 between the County of Aroostook Unorganized Territories and Aroostook Waste Solutions.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to approve the supplemental agreement and contract extension to December 31, 2032 between the County of Aroostook UT and Aroostook Waste Solutions.

VOTE:

Motion voted on and passed.

ART. 20. Mr. Paul Bernier presented for consideration the ARPA funding project for the Sinclair Senior Center Upgrades.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to approve the submission of the application for ARPA funding for the Sinclair Senior Center upgrades.

VOTE:

Motion voted on and passed.

ART. 21. County Commissioner's Report

Commissioner Fournier provided updates on the Risk Pool where claims and claim amounts are generally low for the year. MCCA will be holding an educational session in September at Poland Spring. Legislatively, Commissioner Fournier shared that MCCA had provided testimony in support of the bill regarding an exemption for inmates with Medicaid to retain benefits while incarcerated. Research regarding County Jail expenses from all counties was provided to Governor Mills in support of a request for increased funding for jails which have had only flat funding over the last few years. The goal is to maintain 20% statewide in support from the State.

ART. 22. Other Business

Commissioner Dobbins inquired about an accurate road map for Southern Aroostook. Paul Bernier will look into this. Commissioner Dobbins asked for an update on the Spirit of America award presentation event. Date and location are yet to be determined. This will be added to the agenda for the May Commissioners' meeting to provide an update.

Commissioner Fournier requested to change the date of the June Commissioners' meeting in Caribou from June 21 to June 20.

MOTION:

A motion was made by William Dobbins and seconded by Norman Fournier to approve the new meeting date of June 20 in Caribou.

VOTE:

Motion voted on and passed.

ART. 23. At 2:29 pm, the following motion was made by and seconded by:

MOTION:

"I move that we enter Executive Session pursuant to Title 1 MRSA 405(6)(C)."

VOTE:

Motion voted and passed.

Upon return from Executive Session at 2:55 pm, a motion was made by William Dobbins and seconded by Norman Fournier to approve the Land Sale Purchase Agreement for a piece of property in Sinclair Township as amended. A copy of the agreement is on file with the County Commissioners' Office.

ART. 24. Adjournment.

MOTION:

A motion was made by Norman Fournier and seconded by William Dobbins to adjourn the meeting at 2:57 pm.

VOTE:

Motion voted and passed.

ATTEST: A True Copy

of Commissioners' Meeting

Ryan D. Pelletier
County Administrator

AROOSTOOK COUNTY COMMISSIONERS
DATE: May 17, 2023

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

April 24, 2023

Joy Barresi Saucier, Executive Director
Aroostook Agency on Aging
PO Box 1288
Presque Isle, ME 04769

Dear Ms. Barresi Saucier:

I am writing to express our support of Aroostook Agency on Aging's application for the project titled **Aroostook Health Partnership** to be funded through the State of Maine, Department of Health and Human Services, RFP#202303071 Rural Community Health Improvement Partnership (R-CHIP).

The Aroostook Agency on Aging has served the citizens of northern Maine since 1973 and is regarded as the hub of aging and wellness services in our region. The Agency offers an extensive range of programs and collaborates broadly with a vast array of non-profit and community-based organizations to improve the quality of life, maximize the independence, and promote the wellbeing of adults in northern Maine.

Through this Maine DHHS grant-funded demonstration project, the Agency will act as a Demonstration Site to formalize and build a Community Partnership of local healthcare, public health, social service, and community-based organizations that will be responsible for developing and implementing a detailed plan describing the priority populations and associated Health-Related Social Needs it intends to target, as well as the specific strategies it intends to implement in response. Through this plan, barriers to inter-sector coordination and alignment of purpose, governance, data, and financing will be addressed.

I believe the Agency is well positioned to assume the Demonstration Site role due to its history of commitment to addressing health-related social needs, positive community perception, and experience leading multi-sector collaborations, including among others the MeHAF Thriving in Place, Healthy Living for ME, and Memory Center projects.

The County of Aroostook commits to participating in this partnership through designation of a collaborative leader to actively serve on the stakeholder group, participation in the required community readiness assessment to identify gaps, engagement in implementation planning, and cooperation with the external evaluation process.

If I can answer any questions related to our support of Aroostook Agency on Aging application, please feel free to contact me at 207-493-3318 or ryan@aroostook.me.us.

Sincerely,

Ryan D. Pelletier
County Administrator

Ryan D. Pelletier

From: Joy Barresi Saucier <Joy.B.Saucier@aroostookaging.org>
Sent: Friday, April 21, 2023 9:59 AM
Cc: Judy Anderson
Subject: Time Sensitive - Letter of Support - Demonstration Site for Rural Community Health Improvement Partnership
Attachments: 2023 0424 LOS - ME RCHIP template.docx
Importance: High

Good morning, Community Partners.

I write with a time sensitive request. The Agency is planning to submit an application next week for funding for a **Rural Community Health Improvement Partnership** through Maine DHHS. This is a one-year demonstration project that could position our county for future funding.

Through this Maine DHHS grant-funded demonstration project, the Agency will act as the lead entity for a Demonstration Site to formalize and build a Community Partnership of local healthcare, public health, social service, and community-based organizations that will be responsible for developing and implementing a detailed plan describing the priority populations and associated Health-Related Social Needs it intends to target, as well as the specific strategies it intends to implement in response. Through this plan, barriers to inter-sector coordination and alignment of purpose, governance, data, and financing will be addressed.

I have also connected, under separate cover, to local healthcare organizations to seek their support.

Would you be willing to participate in this partnership through: designation of a collaborative leader to actively serve on the stakeholder group; participation in completion of the required community readiness assessment to identify gaps; engagement in implementation planning; and cooperation with the external evaluation process?

If so, please reply as soon as possible to this email indicating your interest. It would be helpful to hear from you by end of day today or first thing Monday morning, as it will inform our developing application.

In addition, please provide a signed letter of support (see attached template) via email to judy.anderson@aroostookaging.org on your organization letterhead no later than end of day Tuesday, April 25th.

Thank you for considering this opportunity. I am confident that this type of partnership will lead to innovative, collaborative solutions to our rural health challenges.

Joy

PS – I would be happy to connect via phone anytime to discuss specifics. Please see below my contact information for the Purpose and Background information provided in the grant RFP ...



Joy Barresi Saucier
RN, MHA, FACHE
Executive Director

Direct Phone: 207-760-6247
Main Office : 207-764-3396

"Improving Lives of Older
People in Northern Maine
Since 1973"

Fax : 207-764-6182
TTY Dial 711

P.O. Box 1288
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Presque Isle, ME 04769

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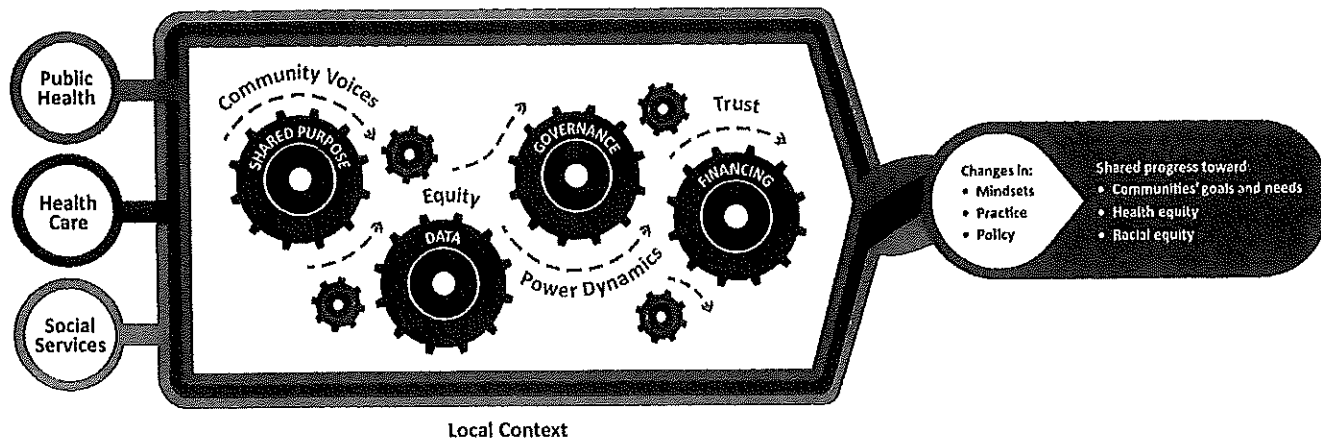
The Department of Health and Human Services (Department) is seeking a Demonstration project to address Health-Related Social Needs (HRSN) in a Rural community within the State, as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

Throughout the State, health care, public health, social service, and Community-Based Organizations (CBOs) are working to address HRSNs, such as food insecurity, housing, and transportation, that impede equitable access to health care, increase costs, and contribute to poor health outcomes. To date, many of these efforts have been undertaken within siloed systems in which healthcare providers attempt to address the social needs of their individual patients and CBOs attempt to address social, environmental, and other social conditions and needs. Individuals seeking care from multiple sectors often experience fragmented, inefficient care that results in higher costs and poor outcomes. Aligning care that is responsive to patient-identified needs across these multiple sectors and systems holds the promise of both greater equity, access to care, and improved health outcomes.

The systems of care that provide health and social services for individuals still often operate independently. The public health, health care, and social service systems are all providing vital services to Maine residents, but there are barriers to inter-sector coordination and alignment. As illustrated in *Exhibit 1*, the framework developed by the *Aligning Systems for Action* program of the Robert Wood Johnson Foundation; achieving improved health and wellness outcomes requires an alignment of purpose, governance, data, and financing among three (3) sectors, public health, health care, and social services.

Exhibit 1

A FRAMEWORK FOR ALIGNING SECTORS



COVID-19 has affected Rural communities in the State in numerous ways and unmasked many gaps in care resulting from unmet HRSNs. Inequities related to HRSNs and underlying social determinants of health have been exposed during the COVID-19 pandemic, such as access to housing, food, financial supports, transportation, and social support. Addressing HRSNs can help to ensure that people in the State are given the resources they need to protect themselves during the COVID-19 pandemic, reducing both the short- and long-term impacts of COVID-19, as well as future public health threats.

The Rural Community Health Improvement Partnership (R-CHIP) Demonstration will be conducted in two (2) phases.

While this RFP will fund Phase 1 Activities, the full Demonstration Project is envisioned as a five (5) year initiative, with additional funding sources to be identified for Phase 2 Activities. The Department will support efforts of the awarded Bidder(s) to find other sources of funding for Phase 2 but cannot guarantee the future availability of public or private funds.

- **Phase 1** will support efforts of the Demonstration Site to formalize and build a Community Partnership that will be responsible for developing and implementing a detailed plan describing the populations and related HRSNs it intends to target and the specific strategies and steps for addressing them. As part of Phase 1, the awarded Bidder shall work closely with an interdisciplinary and interagency workgroup, as well as the Department's R-CHIP Technical Assistance (TA) Hub vendor on sustainability planning for Phase 2 of the project. The Department does not expect to participate directly in the Community Partnership.

The Department anticipates the services provided as a result of this RFP will support a Demonstration project to better identify and address Health-Related Social Needs (HRSNs) in one Rural community; including building Community Partnerships, developing an effective governance structure among health care, social service, and other CBOs, and identifying financing and payment models to incentivize and sustain systems of care to better address HRSNs and promote equity.

In addition, the awarded Bidder shall develop a formal partnership of local and regional, health, social service, and other CBOs to assess the problem of unaddressed social needs within the identified Rural Demonstration Site to identify barriers to, and opportunities for, identifying and addressing HRSNs in the health care and community context, develop strategies and plans to improve the

capacity of the health, social service, and public health systems to identify and begin implementation of efforts to address HRSNs.

In order to support the awarded Bidder of this RFP, the Department's R-CHIP TA Hub vendor will provide advice, technical expertise, and networking opportunities to support the Demonstration project under this RFP.

- **Phase 2** of the Demonstration project will include the implementation of the strategies and workplan identified in Phase 1. The expectation is that the Demonstration will improve capacity to identify and address HRSNs, reduce long-standing health inequities, and improve access to health, social service, and public health services. The Demonstration project aims to achieve long-term outcomes including reduced costs and improved health of Rural Maine residents and their communities.

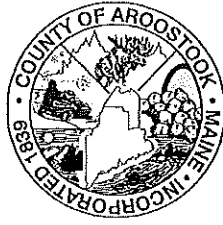
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County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

May 10, 2023

Carl Flora
President/CEO
Loring Development Authority
154 Development Dr., Ste, F
Limestone, Maine 04750

RE: Application for a New Foreign-Trade Zone at Loring Commerce Center by the Loring Development Authority, Limestone, Maine.

Dear Mr. Flora:

The purpose of this letter is to document the support of this organization for the application for a New Foreign-Trade Zone by the Loring Development Authority in Limestone, Maine. The proposed boundary of the FTZ will encompass the area of the former Loring Air Force Base, which is now the present day 3800-acre Loring Commerce Center.

We understand that this means that the Grantee of the new Foreign-Trade Zone, Loring Development Authority, will be able to apply to the U.S. Foreign-Trade Zones Board for authority to serve sites located within this area under the Alternative Site Framework, which significantly streamlines the FTZ application process for potential users. We appreciate the value of the US FTZ program for US manufacturers and distribution operations, on whom the Loring Development Authority will focus their business attraction and retention efforts. An FTZ helps US companies by increasing their competitiveness in the global economy by lowering the costs of manufacturing and distribution, as well as supporting the creation of jobs in the local community.

We also note that the zone will be made available on a uniform basis to companies within the area this organization services, in a manner consistent with the legal requirement that each FTZ be operated as a public utility.

Sincerely,

Ryan D. Pelletier
County Administrator

From: Wayne Coleman <wcoleman11@outlook.com>

Date: May 10, 2023 at 12:25:13 PM EDT

To: "Ryan D. Pelletier" <ryan@aroostook.me.us>

Cc: cflora@loring.org, Steven Levesque <steve@shl.bz>

Subject: Request for Letter of Support for a New Foreign Trade Zone for Loring Development Authority

Good afternoon Mr. Pelletier,

My name is Wayne Coleman, and my company, C3 Associates LLC, is working with the Loring Development Authority to apply for a new Foreign Trade Zone at the sight of the Loring Commerce Center.

I am writing to you today to ask for your support, using the attached letter created for your convenience. This letter will be added to the application that is sent to the US Foreign-Trade Zones Board in the Department of Commerce in Washington, D.C.

A foreign-trade zone (FTZ) is a defined physical area within the United States that, for customs entry purposes, is treated as if it is outside U.S. borders. Companies may use FTZs for both storage/distribution activities or, after specific authorization by the U.S. FTZ Board, for production.

The Loring Development Authority will use the FTZ as a business attraction tool to help grow the number of businesses and create jobs at the Loring Commerce Center. The FTZ program is a proven job creator, with nearly 200 active zones around the country, employing over 480,000 workers, and over \$850 billion in merchandise processed.

Your support is greatly appreciated. If you would copy the attached letter to you organization's letterhead and sign, we will add it to the application which will be submitted to the FTZ Board in the coming weeks.

Should you have any questions, please do not hesitate to reach out to my by phone or email, 901-857-5583, wcoleman11@outlook.com.

All the best,
Wayne

Wayne Coleman
C3 Associates, LLC

Foreign Trade Zone Managed Services | Logistics Process Management | Governmental Affairs Advocacy

901.857.5583
wcoleman11@outlook.com

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MEMORANDUM

TO: NMDC Member Communities/Counties
FROM: Robert P. Clark, Executive Director
DATE: April 28, 2023
RE: Appointments to the NMDC Membership

Enclosed herewith is a community representative appointment form for communities and counties who have appropriated dues for NMDC for the 2022-2023 fiscal year.

NMDC will be holding their annual election meeting in June, 2023 for the election of Executive Board members whose terms are expiring in 2023. The Executive Board is elected from the NMDC Membership, therefore your appointments to the NMDC Membership are critical to the structure of the Executive Board and the Commission as a whole. It is important for you, and for us, that your appointed representative be able to attend the NMDC Membership meetings and Executive Board meetings if elected to the Executive Board in June. Active participation by Board members is essential to ensure that your municipality/county is effectively represented in all NMDC activities and programs.

Your appointment(s) last year were: Martin Dionne – Unorganized

We look forward to your community's representation on the NMDC Membership to help us further economic development and planning for Northern Maine.

A response on the enclosed form would be appreciated by June 2, 2023.

Thank you for your support of NMDC's mission. If you have any questions or need any additional information, please feel free to contact us at any time.

RPC/jd



**Northern
Maine
Development
Commission**

MEMORANDUM

TO: NMDC Member Communities/Counties
FROM: Robert P. Clark, Executive Director
DATE: April 28, 2023
RE: Appointments to the NMDC Membership

Enclosed herewith is a community representative appointment form for communities and counties who have appropriated dues for NMDC for the 2022-2023 fiscal year.

NMDC will be holding their annual election meeting in June, 2023 for the election of Executive Board members whose terms are expiring in 2023. The Executive Board is elected from the NMDC Membership, therefore your appointments to the NMDC Membership are critical to the structure of the Executive Board and the Commission as a whole. It is important for you, and for us, that your appointed representative be able to attend the NMDC Membership meetings and Executive Board meetings if elected to the Executive Board in June. Active participation by Board members is essential to ensure that your municipality/county is effectively represented in all NMDC activities and programs.

Your appointment(s) last year were: Norm Fournier – Aroostook County
Clarissa Sabattis – Aroostook County

We look forward to your community's representation on the NMDC Membership to help us further economic development and planning for Northern Maine.

A response on the enclosed form would be appreciated by June 2, 2023.

Thank you for your support of NMDC's mission. If you have any questions or need any additional information, please feel free to contact us at any time.

RPC/jd

**Northern Maine Development Commission
NMDC Member
Appointments**

Please note: At least one (1) of your municipal representatives must be an elected official or an employee of a general purpose unit of local government.

Municipality/County: _____

Municipal Office/Address: _____

Phone Number: _____

First Representative:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Occupation Profession: _____

Elected Official: Y/N _____

If Elected Official; Title: _____

Second Representative:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Occupation Profession: _____

Elected Official: Y/N _____

If Elected Official; Title: _____

Please return electronically to:

jdinsmore@nmde.org

Northern Maine Development Commission
P.O. Box 779
Caribou, ME 04736
Attn: Judy

No later than June 2, 2023

Thank you.

2023 Municipal & Non-Profit ARPA Grant Applications

Municipality	Dist.	Project Cost	Project	P. Health	Infrastructure	Matching Funds
Ashland	2	\$235,470.00	Water/Sewer		\$115,300.00	\$120,170.00
Cent. Aroos. Amb. Serv.	1	\$11,250.00	Emergency Equip.	\$5,625.00		\$5,625.00
Carbou	2	\$200,698.00	Emergency Equip.	\$100,349.00		\$100,349.00
Eagle Lake Mem. Park	3	\$30,000.00	Memorial Park	\$15,000.00		\$15,000.00
Eagle Lake Water/Sewer	3	\$5,975,000.00	Water/Sewer		\$300,000.00	\$5,675,000.00
East Millinocket	1	\$641,196.00	Emergency Equip.	\$158,196.00		\$483,000.00
Houlton	1	\$1,424,500.00	Sewer		\$300,000.00	\$1,124,500.00
Island Falls	1	\$282,130.00	Mun. Build. Renov.	\$141,065.00		\$141,065.00
Madawaska	3	\$340,000.00	Water/Sewer		\$170,000.00	\$170,000.00
P.I. Utility Dist.	2	\$1,725,000.00	Sewer		\$300,000.00	\$1,425,000.00
County of Aroostook UT	3	\$17,800.00	Emergency Equip.	\$8,900.00		\$8,900.00
St. Francis	3	\$34,280.00	Water		\$17,140.00	\$17,140.00
Stockholm	3	\$165,000.00	Rec. Equipment	\$40,000.00		\$125,000.00
ACAP	2	\$150,000.00	COVID Staffing	\$75,000.00		\$75,000.00
Aid For Kids	1	\$17,745.00	Storage Building	\$8,872.50		\$8,872.50
Big Rock	1	\$5,400,000.00	Chairlift/Snowmake	\$150,000.00		\$5,250,000.00
Four Seasons	3	\$181,546.00	Trail Groomer	\$90,773.00		\$90,773.00
IGNITE P.I.	2	\$4,246,930.00	Building Renovations	\$150,000.00		\$4,096,930.00
Quoggy Joe	2	\$240,000.00	Facility/Equip	\$120,000.00		\$120,000.00
Total		\$21,318,545.00		\$1,063,780.50	\$1,202,440.00	\$19,052,324.50
Funding Category Maximums						
2023 P. Infrastructure		\$1,000,000.00	P.H. Covid Mit.		\$150,000.00	\$75,000.00
2023 Broadband		\$450,000.00	P.H. Med. Expense		\$150,000.00	\$55,000.00
			P.H. Behavior H. Care		\$125,000.00	\$52,658.00
			P.H. Safety/Staff		\$125,000.00	
2023 ARPA Funding Budget						
Infrastructure		\$1,450,000.00	Public Health		\$550,000.00	\$182,658.00
Total						\$2,182,658.00
Application Funding Requests						
Public Infrastructure		\$1,202,440.00	Budget Difference		2023 LOI's	26
Broadband		\$0.00			2023 Applications	19
Public Health		\$732,658.00	(\$331,112.50)			

Proposed Fee Changes

Fee Increase Recommendations:

- Recording fee: \$60 for first page including the surcharge, \$2 for each additional page
- State/ Municipality fee: \$50 for first page
- Survey Plan Recording fee: \$60
- Survey Plan Copy fee: \$10
- Additional Marginal Reference fee: \$15
- Name fee: 10 names free of charge, and then \$1 for each additional indexed name
- Surcharge fee: \$10
- Free copies for the public: to be lowered from 500 to 10, remaining at .50 per page for additional copies.
- Certified Copy fee: \$5 (certification fee for documents is set by each county, and varies/most counties are set at \$5)

Bulk images sales:

- Bulk Rate increase from .05 per image.
- Possibility of it being a service set up with our vendor
- Question of only providing bulk rate images with a contract, which should be signed by the county.
- York County Registrar has advisement from legal counsel that she will ask for permission to share with us. There is no prevention in place to prevent our images from being sold to other commercial entities. Also, discussed a higher fee per page, and prohibiting the bulk image purchaser from selling the images. It was advised to cease providing bulk image sales until we review further. We are not required to say yes to bulk sale requests.

FEES TO BE COLLECTED BY THE REGISTRY OF DEEDS

- Title 9 sec. 8-509: Credit and Debit Card fees
- Title 33, Sec. 653: \$2.00 fee per page if not enough room for recording information
- Title 33, Sec. 751
 - 1. \$19 for first page; \$2.00 for each additional page; \$1.00 per name if more than 4 names
 - 9. \$21 for recording a plan
 - 13-A. \$13.00 for each marginal reference after the first
 - 14-B. \$5.00 per plan and \$1.00 per document page for copies made in the registry
 - 14-D: 5 cents per image or electronic abstract of 1,000 consecutive images or electronic abstracts
 - 14-E: 500 free copies and 50 cents for each subsequent image or electronic abstract on the website
- Title 33, section 752
 - 1: Preservation Surcharge of \$3.00 per document, except state government and municipal documents, in addition to all other charges
 - 5: Annual Report to the Legislature
- Title 36, section 4641-A: Rate of Transfer Tax of \$2.20 per each \$500 of value
 - 1A. for deeds
 - 2A. for controlling interest
- Title 36, section 4641-B, (7): Rate of tax for Foreclosed Property Transfer Tax Affidavit same as for title 36, section 4641-A(1A)

[PL 1991, c. 497, §9 (RP).]

14-B. Paper copies. Making paper copies of records at the office of the register of deeds as follows:

A. Five dollars per page for paper copies of plans; and [PL 2013, c. 370, §3 (AMD).]

B. One dollar per page for other paper copies; [PL 2013, c. 370, §3 (AMD).]

C. [PL 2013, c. 370, §3 (RP).]

[PL 2013, c. 370, §3 (AMD).]

14-C. Abstracts and copies.

[PL 2011, c. 508, §2 (RP).]

14-D. Downloads of 1,000 or more consecutive electronic images or electronic abstracts from a county registry of deeds. Acquiring downloads of 1,000 or more consecutive electronic images or electronic abstracts from a county registry of deeds equipped to provide downloads of images or electronic abstracts, 5¢ per image or electronic abstract; [PL 2013, c. 370, §4 (NEW).]

14-E. Electronic images, printed images or electronic abstracts from a county registry of deeds website. Acquiring electronic images, printed images or electronic abstracts from a county registry of deeds website as follows:

A. No charge for the first 500 images or electronic abstracts, or a combination of the first 500 images and electronic abstracts, acquired by a person in a calendar year; and [PL 2013, c. 370, §5 (NEW).]

B. Fifty cents per image or electronic abstract for each subsequent image or electronic abstract after 500 acquired in the same calendar year; and [PL 2013, c. 370, §5 (NEW).]

[PL 2013, c. 370, §5 (NEW).]

15. When payable. Fees provided by this section shall be paid when the instrument is offered for record, except that fees payable by the State shall be paid monthly by the department or agencies requesting the recording, upon rendition of bills by the register of deeds. Said bills shall be paid within 10 days of receipt of same by the department or agencies.

[PL 1971, c. 321 (RPR).]

SECTION HISTORY

PL 1965, c. 265 (AMD). PL 1971, c. 321 (RPR). PL 1973, c. 226 (AMD). PL 1973, c. 625, §§228,230 (AMD). PL 1975, c. 198, §§1-6 (AMD). PL 1977, c. 145, §§1-11 (AMD). PL 1977, c. 422, §1 (AMD). PL 1979, c. 72, §3 (AMD). PL 1979, c. 541, §A208 (AMD). PL 1979, c. 666, §4 (AMD). PL 1981, c. 279, §§24-31 (AMD). PL 1981, c. 557, §§2,3 (AMD). PL 1983, c. 795, §6 (AMD). PL 1987, c. 645, §3 (AMD). PL 1991, c. 497, §§2-9 (AMD). PL 1993, c. 560, §3 (AMD). PL 2003, c. 55, §§8,9 (AMD). PL 2005, c. 246, §§1-3 (AMD). PL 2009, c. 575, §2 (AMD). PL 2011, c. 378, §§1, 2 (AMD). PL 2011, c. 508, §§1, 2 (AMD). PL 2013, c. 370, §§1-5 (AMD).

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Ryan D. Pelletier

Subject: FW: Bulk Image Info

Good Afternoon

Sorry for the late response - Budget season here so the County Manager is hard to pin down.

He wasn't onboard with me sharing the Attorney's email as a whole, but was fine with giving the conclusion and what our plan is moving forward.

1. The first question that we had asked the Attorney was: Does the County have to comply with the request? 33 M.R.S. 751 sets forth the fee for copies it does not mandate that we provide the copies, it merely governs what we can charge if we do offer this service. YCRD at this time will not be offering the bulk service.
2. Can the County charge for time spent gathering the copies on top of the per page fee? Statute requires that copies be made available - it does not address providing bulk records. YCRD feels that if we determine there is a time element involved in gathering the 30 year batch then a fee could be added for that service.
3. Are we required to offer Indexes? No - statute does not include Index, electronic abstract is a different product. YCRD will not offer Indexes, we feel that is intellectual property - not something that is static, as we make corrections and would not want to be on the hook for sending corrections to anyone that purchased the index.
4. Ongoing transmission of documents. YCRD when and if we decide to offer bulk copies we will require a contract with the purchaser that would be formulated and signed by the County Commissioners. Any contract that exceeds the Registrars term of office would be have to be approved by the Commissioners.
5. Restriction of use of the copies purchased. YCRD would require that the records will not be used for any commercial purposes i.e. resale.

At this time, I am waiting to see what the Associations' proposal regarding statutory fee changes will be. I am in hopes that we can agree to raise the bulk fee cost.

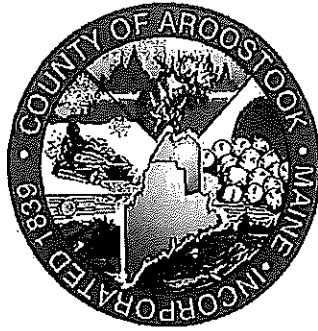
Let me know if you have any questions

Nancy E. Hammond

York County

Registrar of Deeds

OFFICE OF THE SHERIFF



Sheriff Shawn D. Gillen
Chief Deputy Joey Seeley

Memorandum

To: Sheriff Shawn D. Gillen
From: Commander Craig L. Clossey,
cc: Chief Deputy Joey Seeley
Date: April 25, 2023
Re: New Full Time CO

Sheriff, I have Steven Murphy of Presque Isle, that has applied for the position of Full-Time Corrections Officer.

Mr. Murphy has passed all background and interviews successfully, and I recommend hiring him.

I recommend a starting date of May 1, 2023, at 1000.

Any consideration of this request is appreciated.

Cmdr.

Application for Employment

Please Print

Equal access to programs, services and employment opportunities is available to all persons without regard to race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other basis protected by federal, state, and/or local law.

In accordance with the Americans with Disabilities Act and/or applicable state and local laws, applicants requiring reasonable accommodations for the application and/or interview process should notify the Human Resources Department. Examples of reasonable accommodations include making a change to the application process; providing written materials in an alternate format such as braille, large print, or audio recording; using a sign language interpreter; using specialized equipment; or modifying testing conditions.

Name Murphy Steven John Applicant ID # _____
Address _____
Telephone # () _____ Cellular/Other Phone # _____ E-mail Address _____
Position(s) applied for Guard Date of application 4/2/23
Referral Source (e.g., Walk-in, Job Posting, Company's Website, etc.) Job Fair NMCC

If necessary, best time to call you is all : _____ AM
 Home Cellular/Other

May we contact you at work? Yes No
If yes, work number and best time to call: _____

If you are under 18 and it is required, can you furnish a work permit? N/A Yes No

If no, please explain: _____

Have you submitted an application here before? Yes No
If yes, give date(s) and position(s): _____

Have you ever been employed here before? Yes No
If yes, give dates: From _____ To _____

Is this application a request for reemployment following an extended military leave of absence from this company? Yes No
If yes, additional information may be requested.

Are you lawfully authorized to work in the United States? Yes No

Date available for work Two weeks from Hire

What is your desired salary range or hourly rate of pay?
\$ _____ Per _____

Type of employment desired: Full-Time Part-Time
 Educational Co-Op Seasonal Temporary

Will you relocate if job requires it? Yes No

Will you travel if job requires it? Yes No

If they have been explained to you, are you able to meet the attendance requirements of the position? N/A Yes No

Will you work overtime if required? Yes No
If no, please explain: _____

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Yes No Need more information about the job's "essential functions" to respond

Driver's license number required if driving may be required in the job for which you are applying: _____ State IL

Have you ever been bonded? Yes No

Have you ever pleaded "guilty" or "no contest" to or been convicted of a crime? NOTE: Answering "yes" to this question does not constitute an automatic bar to employment. Factors such as date of the offense, seriousness and nature of the violation, rehabilitation and position applied for will be taken into account. You are not obligated to disclose juvenile records that have been expunged. Yes No

If yes, please provide date(s) and details: _____

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might, in any way, restrict your ability to work for our company? Yes No

If yes, please explain: _____

Employment History

Starting with your most recent employer, provide the following information. You may include any verified work performed on a volunteer basis.

Employer: Facilities Inc Telephone # (207) 498-3709
 Street address: 7 Russ st City: Caribou State: ME
 Starting job title/final job title: Maintenance Dates employed: 12/2018 to N/A
 Immediate supervisor and title (for most recent position held): Brian Oustland Director 207-227-7022 May we contact for reference? Yes No Later E-mail: _____

Why did you leave? To many inconsistency

Summarize the type of work performed and job responsibilities. _____

What did you like most about your position? Repairing driveways + ground, Apartment turnovers, Electrical, plumbing, Flooring + Extras

What were the things you liked least about the position? Being able to help people, I like to fix things that are broken

Employer: Top parts/ Newengland Kenworth Telephone # (207) 328-4600

Street address: _____ City: Limestone State: 04750
 Starting job title/final job title: _____ Dates employed: 5/2017 to 12/2018
 Immediate supervisor and title (for most recent position held): Scott Greene Store manager May we contact for reference? Yes No Later E-mail: _____

Why did you leave? Better Hours and more pay

Summarize the type of work performed and job responsibilities. _____

What did you like most about your position? Looked up parts, ordered parts, put stock away, Outside sales, worked on building + truck

What were the things you liked least about the position? Working with good people

Employer: Life by Design Telephone # _____

Street address: _____ City: Presque Isle State: ME
 Starting job title/final job title: Maintenance Dates employed: 8/2015 to 4/2017
 Immediate supervisor and title (for most recent position held): Blair McCarty HR May we contact for reference? Yes No Later E-mail: _____

Why did you leave? Layed off / lack of work

Summarize the type of work performed and job responsibilities. _____

What did you like most about your position? Repairing all things in and outside of buildings

What were the things you liked least about the position? It was different every day

Employer: Logistics Telephone # _____

Street address: _____ City: Portland State: Me
 Starting job title/final job title: Driver Dates employed: 8/2009 to 9/2015
 Immediate supervisor and title (for most recent position held): _____ May we contact for reference? Yes No Later E-mail: _____

Why did you leave? Unsafe work conditions

Summarize the type of work performed and job responsibilities. _____

What did you like most about your position? I would drive main care patients to and from appointments

What were the things you liked least about the position? Seeing Marie

Employment History (continued)

Explain any gaps in your employment, other than those due to personal illness, injury, or disability.

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No

If yes, please explain:

Skills and Qualifications

Summarize any special training, skills, languages, licenses, and/or certificates that may assist you in performing the position for which you are applying:

Safety worker accident investigation / Injury analysis, N.S.C. First Aid, CPR, AED, Blood borne pathogen clean up, N.S.C. Defensive driving course one week class

Computer Skills (Include software titles and level of experience, such as basic, intermediate, or advanced.)

<input type="checkbox"/> Word Processing _____ Level: _____	<input type="checkbox"/> Internet _____ Level: _____
<input type="checkbox"/> Spreadsheet _____ Level: _____	<input type="checkbox"/> Other _____ Level: _____
<input type="checkbox"/> Presentation _____ Level: _____	<input type="checkbox"/> Other _____ Level: _____
<input type="checkbox"/> E-mail _____ Level: _____	<input type="checkbox"/> Other _____ Level: _____

Educational Background

Starting with your most recent school attended, provide the following information.

School (include city and state)	Years Completed	Completed	GPA (if applicable)	Major/Minor
Presque Isle, MI High School	4	<input checked="" type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		

References

List names and telephone numbers of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you.

Name	Title	Address (City, State, Zip)	Telephone	Area	Years Known
J. J.	Manager CAHS		()		20+
L. L.	Business owner		()		20+
			()		

Related Information

When answering these questions, please exclude any information that would reveal race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or other similarly protected status.

To what job-related organizations (professional, trade, etc.) do you belong? _____

List special accomplishments, publications, awards, etc. _____

List any relevant volunteer work. I volunteer alot for the Central Amherst Humane Society

Is there any other job-related information you want us to know about you? _____

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with this employer is true, complete, and correct.

I expressly authorize, without reservation, the employer, its representatives, employees, or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resumé, or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees, or representatives, for seeking, gathering, and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations, or organizations for furnishing such information about me.

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state, or federal law.

I understand that this application remains current for only 60 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that reasonable safeguards will be taken to protect all personal information provided or obtained in conjunction with this application for employment. My personal information may be shared with the employer's affiliate(s) and third parties engaged by the employer to perform services for the employer. Any personal information shared with an affiliate or third party is to be used solely to perform the services requested by the employer.

This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other protected status under applicable federal, state, or local law.

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT.

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Signature of Applicant Steve Murphy Date 4/3/23



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Important note: This is approved for use by the purchaser only. This form may not be shared publicly or with third parties.



Steven J. Murphy

Objective

A hard working, dedicated individual. I am very dependable and timely. If I see a problem, I don't walk by it or over it, I fix it. I am VERY SAFETY CONSCIOUS. I strive to stay busy and complete my task. I am use to working several jobs at a time in different stages at any given time.

Skills

- Maintenance/Handyman
- Clean driver's license and forklift operation experience
- Management experience
- Able to work independently and/or part of a team
- Excellent written and oral communication

Certificates

- Safety Works Accident Investigation/Injury Analysis
- OSHA Recordkeeping
- OSHA 10 Hour Construction Industry Standards
- Safety Works Hazard Communication/Global Harmonization
- Safety Works Laws Governing Workplace Rights
- Safety Works Ladder Safety
- State of Maine Mandated Reporter Training
- NSC First Aid/CPR/AED course
- Blood-borne Pathogen clean up
- NSC Defensive driving course
- Pass Basic training

Work History

Facilities Inc

Caribou, ME

Dec 2018 - 2023

Maintenance

- Responsible for company vehicle
- Tenant turnovers
- All maintenance inside and out
- Plumbing, heating, electrical, drywall, flooring, painting, roofing

New England Kenworth Limestone, ME May 2017 – 2018
Counter Parts & Outside Sales Manger

- Responsible for company Vehicle
- Schedule own time
- Lookup parts for customers and order them
- Find new customers and maintain old ones

Life by Design Presque Isle, ME September 2015 – April 2017
Facility & Special Projects Manager

- Responsible for all building repair and maintenance on 16 property's
- Monthly inspections on all property's
- Inspect fire extinguisher and smoke detector. Looking for hazards, trip, fall
- Snow Plowing and yard trimming

Logisticare South Portland, ME August 2014 – September 2015
Driver/Inspector

- Worked Independently
- Drive clients safely and timely to physician appointments
- Was in charge of inspecting volunteer and private company vehicles

Lowe's Presque Isle, ME
WE Team

- Help customers with any questions they may have on products
- Restocking of shelves
- Every day was a little different. Manager would assign to different projects daily.

Traction Heavy Duty Parts Presque Isle, ME March 2003 – May 2013
Outside Sales Manager

- Responsible for recruiting new customers for the company
- Provided extensive documentation of customer calls and orders to company standards
- In charge of outside heavy duty parts sales for Aroostook County
- Assisted with loading and unloading freight in warehouse
- Schedule and facilitated maintenance appointments for building and vehicles
- Made sure inventory was stocked, clean and organized

Education

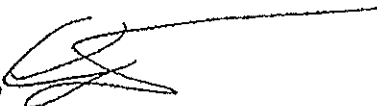
High School Diploma
Presque Isle High School Presque Isle, ME

OFFICE OF THE SHERIFF



Sheriff Shawn D. Gillen
Chief Deputy Joey Seeley

Memorandum

To: Sheriff Shawn D. Gillen
From: Commander Craig L. Clossey, 
cc: Chief Deputy Joey Seeley
Date: May 8, 2023
Re: New Full Time CO

Sheriff, I have Philip Morley of Houlton, that has applied for the position of Full-Time Corrections Officer.

Mr. Morley has passed all background and interviews successfully, and I recommend hiring him.

I recommend a starting date of May 15th, 2023, at 1000.

Any consideration of this request is appreciated.

Cmdr 

Application for Employment

Please Print

Equal access to programs, services and employment opportunities is available to all persons without regard to race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other basis protected by federal, state, and/or local law.

In accordance with the Americans with Disabilities Act and/or applicable state and local laws, applicants requiring reasonable accommodations for the application and/or interview process should notify the Human Resources Department. Examples of reasonable accommodations include making a change to the application process; providing written materials in an alternate format such as braille, large print, or audio recording; using a sign language interpreter; using specialized equipment; or modifying testing conditions.

Name Morley Phillip M. Applicant ID # _____
Last First Middle

Address _____ City _____ State _____ ZIP Code _____

Telephone # () _____ Cellular/Other Phone # () _____ E-mail Address _____

Position(s) applied for Full time Corrections Officer Date of application 1 / 11 / 2023

Referral Source (e.g., Walk-in, Job Posting, Company's Website, etc.) Indeed.com & Aroostook County website

If necessary, best time to call you is _____ : _____
 Home Cellular/Other

May we contact you at work? _____ Yes No

If yes, work number and best time to call: _____ : _____

If you are under 18 and it is required, can you furnish a work permit? _____ N/A Yes No

If no, please explain: _____

Have you submitted an application here before? _____ Yes No

If yes, give date(s) and position(s): _____

Have you ever been employed here before? _____ Yes No

If yes, give dates: From ____ / ____ / ____ To ____ / ____ / ____

Is this application a request for reemployment following an extended military leave of absence from this company? _____ Yes No

If yes, additional information may be requested.

Are you lawfully authorized to work in the United States? _____ Yes No

Date available for work within 1 week notice _____

What is your desired salary range or hourly rate of pay?

\$ _____ Per _____

Type of employment desired: Full-Time Part-Time
 Educational Co-Op Seasonal Temporary

Will you relocate if job requires it? _____ Yes No

Will you travel if job requires it? _____ Yes No

If they have been explained to you, are you able to meet the attendance requirements of the position? ... N/A Yes No

Will you work overtime if required? _____ Yes No

If no, please explain: _____

Are you able to perform the "essential functions" of the job for which you are applying (with or without reasonable accommodation)?

This question is not designed to elicit information about an applicant's disability. Please do not provide information about the existence of a disability, particular accommodation, or whether accommodation is necessary. These issues may be addressed at a later stage to the extent permitted by law.

Yes No Need more information about the job's "essential functions" to respond

Driver's license number required if driving may be required in the job for which you are applying:

State _____

Have you ever been bonded? _____ Yes No

Have you ever pleaded "guilty" or "no contest" to or been convicted of a crime? NOTE: Answering "yes" to this question does not constitute an automatic bar to employment. Factors such as date of the offense, seriousness and nature of the violation, rehabilitation and position applied for will be taken into account. You are not obligated to disclose juvenile records that have been expunged. _____ Yes No

If yes, please provide date(s) and details: _____

Have you entered into an agreement with any former employer or other party (such as a noncompetition agreement) that might, in any way, restrict your ability to work for our company? _____ Yes No

If yes, please explain: _____

Employment History

Starting with your most recent employer, provide the following information. You may include any verified work performed on a volunteer basis.

Employer: Pineland Farms / Manpower Telephone #: (800) 393-8126
 Street address: 115 Presque Isle Road City: Mars Hill State: ME 04758
 Starting job title/final job title: Production Associate Dates employed: 12 / 22 to Current
 Immediate supervisor and title (for most recent position held): Peter Lento - Human Resource Manager May we contact for reference? Yes No Later
 Why did you leave? Still there
 Summarize the type of work performed and job responsibilities: Attend pre shift safety meetings, load and unload materials, handling finished product.
 What did you like most about your position? Being busy
 What were the things you liked least about the position? Distance of travel

Employer: Smith & Wesson / Manpower Telephone #: (207) 532-7966
 Street address: 19 Aviation Drive City: Houiton State: ME 04730
 Starting job title/final job title: Production Laborer Dates employed: 3 / 22 to 12 / 22
 Immediate supervisor and title (for most recent position held): _____ May we contact for reference? Yes No Later
 Why did you leave? Help no longer needed, moved on to other position at Pineland Farms
 Summarize the type of work performed and job responsibilities: Transport material between machines, load materials into machines, inspect parts for defects
 What did you like most about your position? Moving to different machines and changing tasks
 What were the things you liked least about the position? Not having a permanent position

Employer: Louisiana Pacific Telephone #: (888) 820-0325
 Street address: 240 Station Road City: New Limerick State: ME
 Starting job title/final job title: Utility Dates employed: 7 / 21 to 3 / 22
 Immediate supervisor and title (for most recent position held): _____ May we contact for reference? Yes No Later
 Why did you leave? Brought up safety concerns that continued to go unaddressed or corrected
 Summarize the type of work performed and job responsibilities: General clean up, sweeping floors, cutting mowing lawns, shoveling, picking up trash, working new line
 What did you like most about your position? Sense of accomplishment
 What were the things you liked least about the position? Unsafe work areas on new line running

Employer: Andy's IGA Telephone #: (207) 532-3305
 Street address: 132 North Street City: Houiton State: ME 04730
 Starting job title/final job title: Deli Clerk Dates employed: 2 / 21 to 3 / 22
 Immediate supervisor and title (for most recent position held): Shannon deli manager May we contact for reference? Yes No Later
 Why did you leave? Started position at Louisiana Pacific
 Summarize the type of work performed and job responsibilities: Wait on customers, slice lunch meats and cheeses, clean and maintain a sanitized and safe work environment
 What did you like most about your position? Working with public
 What were the things you liked least about the position? Rate of pay and lack of benefits

Employment History (continued)

Explain any gaps in your employment, other than those due to personal illness, injury, or disability. N/A

If not addressed on previous page, have you ever been fired or asked to resign from a job? Yes No

If yes, please explain: _____

Skills and Qualifications

Summarize any special training, skills, languages, licenses, and/or certificates that may assist you in performing the position for which you are applying:

Computer Skills (Include software titles and level of experience, such as basic, intermediate, or advanced.)

- Word Processing Microsoft Level: Intermed. Internet (Chrome, Brave, Duck Duck Go) Level: Intermed.
- Spreadsheet _____ Level: _____ Other _____ Level: _____
- Presentation _____ Level: _____ Other _____ Level: _____
- E-mail (Gmail, Hotmail) Level: Intermed. Other _____ Level: _____

Educational Background

Starting with your most recent school attended, provide the following information.

School (include City and State)	# of Years Completed	Completed	GPA Class Rank	Major/Minor
Houlton High School Houlton Maine	4	<input checked="" type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	N/A	General Studies
Region II Houlton Maine	2	<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input checked="" type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____	N/A	Auto Collision
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		
		<input type="checkbox"/> Diploma <input type="checkbox"/> GED <input type="checkbox"/> Degree _____ <input type="checkbox"/> Certification _____ <input type="checkbox"/> Other _____		

References

List names and telephone numbers of three business/work references who are *not* related to you and are *not* previous supervisors. If not applicable, list three school or personal references who are *not* related to you.

Name	Title	Relationship to You	Telephone	E-mail	# of Years Known
	Shift/Hire Supervisor	Mc Donald's 1st Employer			2
	coworker	Louisiana Pacific			1
	Principal	Houlton High Advisor			1 yr

Related Information

When answering these questions, please exclude any information that would reveal race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or other similarly protected status.

To what job-related organizations (professional, trade, etc.) do you belong? _____

List special accomplishments, publications, awards, etc. _____

List any relevant volunteer work. Breast Cancer Awareness Walk every October - participant and small financial donor

Is there any other job-related information you want us to know about you? _____

Applicant Statement

I certify that all information I have provided in order to apply for and secure work with this employer is true, complete, and correct.

I expressly authorize, without reservation, the employer, its representatives, employees, or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities, and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume, or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees, or representatives, for seeking, gathering, and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations, or organizations for furnishing such information about me.

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state, or federal law.

I understand that this application remains current for only 60 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that reasonable safeguards will be taken to protect all personal information provided or obtained in conjunction with this application for employment. My personal information may be shared with the employer's affiliate(s) and third parties engaged by the employer to perform services for the employer. Any personal information shared with an affiliate or third party is to be used solely to perform the services requested by the employer.

This Company does not tolerate unlawful discrimination in its employment practices. No question on this application is used for the purpose of limiting or excluding an applicant from consideration for employment on the basis of his or her race, religion, color, sex (including pregnancy), age, national origin, mental or physical disability, sexual orientation, gender identity, genetic information, or any other protected status under applicable federal, state, or local law.

I understand that any information provided by me that is found to be false, incomplete, or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT STATEMENT.

I certify that I have read, fully understand and accept all terms of the foregoing Applicant Statement.

Signature of Applicant: Phillip Muley

Date: 1/11/23

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Important note: This is approved for use by the purchaser only. This form may not be shared publicly or with third parties.

**ATTORNEY
APPROVED**

January 11, 2023

Commander Craig Clossey
15 Broadway
Houlton, ME 04730

Dear Commander Clossey,

Please find attached a copy of my resume and completed application for your review as I am interested in the position of Full-time Corrections Officer advertised on the County of Aroostook website. I feel that some of my experience with different types of equipment and materials as well as my previous experience in customer service may be a benefit for this open position. I am also willing, and eager to learn new things.

If you have any questions or require additional information, please feel free to contact me directly.

Thank you in advance for your time, I look forward to your reply.

Regards,

Phillip M. Morley

Phillip Morley

Phillip Morley

Education

Houlton High School Houlton, Maine

Region II Houlton, Maine
Auto Collision

Employment

Pineland Farms / Manpower December 2022 - Current
Production Associate

Attending pre-shift safety meetings, loading, unloading of materials, handling finished product and other duties as required by supervisor.

Smith & Wesson / Manpower March 2022 – December 2022
Production Laborer

Transport material between machines, load materials into machines, inspect parts for defects, and communicate any issues with immediate supervisor.

Louisiana Pacific July 2021 – March 2022
Utility

Performing general clean-up and utility duties under daily direction from supervisor, including but not limited to sweeping floors, cutting/mowing lawns, shoveling, picking up trash, painting, cleaning equipment, moving materials with a forklift. Adhered to all safety rules and regulations while performing duties and responsibilities.

Andy's IGA February 2021 – March 2022
Deli Clerk

Wait on customers, slice lunch meats and cheese, cleaning and maintaining a sanitized and safe work environment.

Mc Donald's
Crew Member

November 2018 -- December 2020

Cashier, drive-thru, food prep, clean, sanitize, take orders from customers who walked into lobby, as well as at the drive-thru.

Certificates Training

Lockout/Tagout Control of Hazardous Energy
OSHA 10 Hour General Industry Course
Fire Extinguisher Training
S/P2 Collision Repair and Refinish Safety

November 13, 2019
February 12, 2020
October 2020
Valid thru: January 22, 2022

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: April 24, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Connor Recreation Facility Maintenance Bid Results:

Attached are the bid results from the April 21, 2023 for the Connor Recreation Facility Maintenance for the three (3) year period of 2023-2025.

Based on this information, I am recommending that the County of Aroostook enter into a contractual agreement with RM Lawn Care, LLC for the Connor Recreation Facility Maintenance for the period of 2023-2025. RM Lawn Care, LLC. has a great amount of experience and has maintained this facility for the County of Aroostook over the past six (6) years.

I respectfully request your approval and signature on the attached Bid Proposal Form.

**CONNOR RECREATION FACILITY MAINTENANCE
 BID RESULTS
 APRIL 21, 2023**

CONTRACTOR	2023	2024	2025
R.M. Lawn Care	\$2,479.00	\$2,602.95	\$2,733.09
**Apparent Low Bidder			

TOTAL - (2023 - 2025) = \$ 7,815.04

TOTAL - (2020 - 2022) = \$6,765.00

TOTAL INCREASE OVER 3 YEAR PERIOD = 15.5% (Average of 5.17% / year)

BID PROPOSAL FORM

CONNOR RECREATION FACILITY MAINTENANCE PROJECT

RECEIVED
APR 21 2023
BY: _____

TO: AROOSTOOK COUNTY COMMISSIONERS
144 SWEDEN STREET, SUITE 1
CARIBOU, ME 04736

Having carefully examined the Contract Documents, General Conditions, and Specifications for the Maintenance Work at the Connor Park Recreation Facility in Connor TWP., as well as a viewing of the site of the proposed project, we, the undersigned, propose to furnish all Labor, Equipment and Materials to complete the project as outlined in the Specifications for:

	2023	2024	2025
(A) One-time cost for cleaning roadside ditch:	\$ <u>150.00</u>	\$ <u>150.00</u>	\$ <u>150.00</u>
(B) Cost per week to complete specified work:	\$ <u>130.47</u>	\$ <u>136.99</u>	\$ <u>143.89</u>
(C) Total cost for year (B x 19 weeks):	\$ <u>2479.00</u>	\$ <u>2602.95</u>	\$ <u>2733.09</u>
(D) Total extended cost per year (A + C):	\$ <u>2479.00</u>	\$ <u>2602.95</u>	\$ <u>2733.09</u>
Total cost for three (3) year contract period: (Cumulative total of Line D)	\$ <u>7815.04</u>		

The Contract will be awarded to the lowest, qualified bidder within two (2) working days after receipt of the required Certificate of Insurance at the Aroostook County Commissioners Office.

SIGNED: Roger E. Seales
 PRINTED NAME: Roger E. Seales
 COMPANY: R.M. LawnCare LL
 ADDRESS: 150 Hillside St
Van Buren ME 04785
 PHONE: 868-9707 / cell 207-631-8243

The Aroostook County Commissioners have reviewed the bid submitted, and have instructed their Representative to award the contract to the above named

SIGNED: _____
 PRINTED NAME: _____
 DATE: _____

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: May 05, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Ambulance Interlocal Agreement for Molunkus and North Yarmouth Academy Grant Townships.

Attached is the proposed Ambulance Interlocal Cooperation Agreement with the Town of East Millinocket for the Unorganized Townships of Molunkus and North Yarmouth Academy Grant.

This agreement is for the three (3) year period of July 01, 2023 through June 30, 2026, and reflects a 3% increase per year for the term of the agreement.

July 01, 2023 to June 30, 2024 \$2,922.00
July 01, 2024 to June 30, 2025 \$3,010.00
July 01, 2025 to June 30, 2026 \$3,100.00

At their regularly scheduled May 02, 2023 meeting, East Millinocket Town officials unanimously agreed to the proposed agreement, and signed the document. It is my recommendation that the contract be reviewed and signed by the County Administrator per authorization by the County Commissioners.

County of Aroostook

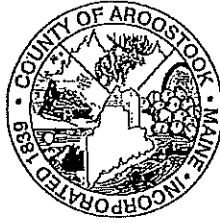
COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

April 28, 2023

Chief Rob McGraw, Fire Chief
Town of East Millinocket
53 Main Street
East Millinocket, ME 04430-1199

Dear Chief McGraw,

Per our phone conversation this morning regarding Ambulance Service protection for Molunkus and North Yarmouth Academy Grant Townships, I have enclosed a new proposed Interlocal Cooperation Agreement between the County of Aroostook and the Town of East Millinocket for ambulance service to the Unorganized Territories of Molunkus and North Yarmouth Academy Grant Townships, for the three (3) year period of July 01, 2023 to June 30, 2026.

I have generated contractual amounts for each year; 3% increases per year, FY 2023-24, FY 2024-25, and FY2025-26.

I would ask that you review these documents, present them to your Council for their review and, if in agreement, their official approval. Once approved, please return the agreement to my office so that I can present it to the County Administrator for approval at the next regularly scheduled County Commissioners meeting. A copy of the completed document will then be mailed to your office for town records.

Should you have any questions or comments, please do not hesitate to contact me at any time. Thank you for your cooperation in expediting this matter.

Sincerely,

Paul G. Bernier,
Community Services Director

Cc: Ryan D. Pelletier, County Administrator
File
Encl: Agreement

AMBULANCE INTERLOCAL COOPERATION

Township

Residential Structures

Population

Molunkus (TAR5), North Yarmouth Academy

The Aroostook County Administrator acting in his capacity as Municipal Official for Molunkus (TAR5) and North Yarmouth Academy Grant Twp., hereinafter referred to as the "County", enters into an agreement with the Municipality of East Millinocket in accordance with the vote of said Municipal Officials at a regular meeting held on _____, 2023, hereinafter referred to as the "Municipality" for ambulance service to the residents of Molunkus (TAR5) and North Yarmouth Academy Grant Twp., hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Municipality agrees to provide qualified ambulance service to Molunkus (TAR5), and North Yarmouth Academy Grant Twp.
2. When a call for aid or assistance from any person in the Unorganized Territory of Molunkus (TAR5), and North Yarmouth Academy Grant Twp. is received by the ambulance dispatcher, the following procedures will be followed:
 - A. When the Municipal Ambulance is not preparing to attend or attending another emergency, the dispatcher shall immediately dispatch the necessary force.
 - B. When the Municipal Ambulance is preparing to attend or attending an emergency, the dispatcher shall immediately notify the available ranking officer who shall decide what course of action to take. Emergency or non-emergency will be the determining factor.
3. The County acknowledges that ambulance services are contracted out to various areas and therefore the Municipality should establish the following criteria: The Municipality agrees, at all times to exercise its best effort to adequately cover all emergencies as they may occur; and to furnish service, in non-emergency situations as soon as practical as equipment and personnel are available; and all calls received shall be on a "first call, first served" basis, except that emergency calls will be given priority.
4. The County and Municipality have mutually agreed to the compensation, as specified in section 5 below, which shall be paid by the County for ambulance service. In reaching this agreement, the parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable.
 - B. Non-residents (summer occupants & structures) have been treated as one quarter (1/4) residency.
 - C. Commercial / Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore have not been included.

5. Remuneration for this agreement has been calculated at:

Year 1	July 01, 2023 to June 30, 2024	\$2,922.00
Year 2	July 01, 2024 to June 30, 2025	\$3,010.00
Year 3	July 01, 2025 to June 30, 2026	\$3,100.00

6. This agreement shall be in force for a period of three (3) years, July 01, 2023 to June 30, 2026, as described above. The County and Municipality shall review this agreement at the end of the final anniversary date, and either the County or the Municipality, by vote of their respective officials, can terminate this agreement upon ninety (90) days written notice to the other party. This agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

IN WITNESS WHEREOF, the parties to those present, have executed this contract each of which will be deemed an original on the 2nd day of May, 2023.

Beverly MacLeod
WITNESS

Michael Mackenzie
Arthur Murray
[Signature]
C. W. Theriault
OFFICIALS OF EAST MILLINOCKET

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2023

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

MEMORANDUM

DATE: May 04, 2023
TO: Ryan D. Pelletier, County Administrator
FROM: Paul Bernier, Community Services Director
RE: Ambulance Interlocal Agreement for Van Buren Cove.

Attached is the proposed Ambulance Interlocal Cooperation Agreement with the Town of Van Buren for the Unorganized Township of Van Buren Cove.

This agreement is for the three (3) year period of July 01, 2023 through June 30, 2026, and reflects an 2.5% increase for the first year, followed by a 1.5% increase per year for the remaining two (2) years. This is based on a population of 128 at a rate of \$63.00 per capita for the first year, \$64.00 per capita for the second year, and \$65.00 per capita for the third year.

July 01, 2022 to June 30, 2023 \$ 7,872.00

It is my recommendation that the contract be reviewed and signed by the County Administrator per authorization by the County Commissioners.

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. UNDERWOOD
PRESQUE ISLE

NORMAN L. FOURNIER
WALLAGRASS

WILLIAM T. DOBBINS
HOULTON

April 28, 2023

Mr. Luke Dyer, Town Manager
Town of Van Buren
51 Main Street, Suite 101
Van Buren, ME 04785

Dear Luke,

Per our recent phone conversation regarding the renewal of the Ambulance Service contract for Van Buren Cove, I have enclosed the new proposed Interlocal Cooperation Agreement between the County of Aroostook and the Town of Van Buren for ambulance service to the Unorganized Territory of Van Buren Cove for the three (3) year period of July 01, 2023 to June 30, 2026.

As per our discussion, I have generated a contractual amount of \$8,064.00 (\$63 per capita of 128) for Fiscal Year 2023-24. FY 25 will be based at \$64 per capita, and FY 26 will be based at \$65 per capita. I would ask that you review these documents, present them to your Council for their review and, if in agreement, their official approval. Once approved, please return the agreement to my office so that I can present it to the County Administrator for approval at the next regularly scheduled County Commissioners meeting. A copy of the completed document will then be mailed to your office for town records.

Should you have any questions or comments, please do not hesitate to contact me at any time. Thank you for your cooperation in expediting this matter.

Sincerely,

Paul Bernier,
Community Services Director

Cc: Ryan D. Pelletier, County Administrator
File

Encl: Agreement

AMBULANCE INTERLOCAL COOPERATION

Township

Residential Structures

Population

Van Buren Cove

The Aroostook County Administrator acting in his capacity as Municipal Official for **Van Buren Cove** hereinafter referred to as the "County", enters into an agreement with the **Municipality of Van Buren** in accordance with the vote of said Municipal Officials at a regular meeting held on _____, 2023, hereinafter referred to as the "Municipality" for ambulance service to the residents of Van Buren Cove hereinafter described and designated under the following terms and pursuant to 30-A M.R.S.A., Section 2203.

1. The Municipality agrees to provide qualified ambulance service to Van Buren Cove.
2. When a call for aid or assistance from any person in the Unorganized Territory of Van Buren Cove is received by the ambulance dispatcher, the following procedures will be followed:
 - A. When the Municipal Ambulance is not preparing to attend or attending another emergency, the dispatcher shall immediately dispatch the necessary force.
 - B. When the Municipal Ambulance is preparing to attend or attending an emergency, the dispatcher shall immediately notify the available ranking officer who shall decide what course of action to take. Emergency or non-emergency will be the determining factor.
3. The County acknowledges that ambulance services are contracted out to various areas and therefore the Municipality should establish the following criteria: The Municipality agrees, at all times to exercise its best effort to adequately cover all emergencies as they may occur; and to furnish service, in non-emergency situations as soon as practical as equipment and personnel are available; and all calls received shall be on a "first call, first served" basis, except that emergency calls will be given priority.
4. The County and Municipality have mutually agreed to the compensation, as specified in section 5 below, which shall be paid by the County for ambulance service. In reaching this agreement, the parties have considered the following conditions and factors, among others:
 - A. The fee is fair and equitable.
 - B. Non-residents (summer occupants & structures) have been treated as one quarter (1/4) residency.
 - C. Commercial / Industrial establishments have been treated separately.
 - D. Transients are not encompassed in this agreement, because their population is immeasurable.
 - E. State parks and picnic areas are not part of the Unorganized Territories, and therefore have not been included.

5. The Contractor shall have and maintain Compensation Insurance, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:		As required by law
General Liability:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability:	Single Occurrence	\$1,000,000.00
➤ Workers' Compensation:	Each Accident	\$500,000.00 (or)
➤ Workers' Compensation State of Maine Approval Predetermination Status		

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners.

The Insurance Requirements for the Contractor shall also apply to any and all subcontractors hired by the Contractor.

The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from service operations under this contract. The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract.

6. If the Contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The County may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs that exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

7. Remuneration for this agreement has been calculated at:

July 01, 2023 to June 30, 2024	\$8,064.00
July 01, 2024 to June 30, 2025	\$8,192.00
July 01, 2025 to June 30, 2026	\$8,320.00

8. This agreement shall be in force for a period of three (3) years, **July 01, 2023 to June 30, 2026**, as described above. The County and Municipality shall review this agreement at the end of the final anniversary date, and either the County or the Municipality, by vote of their respective officials, can terminate this agreement upon ninety (90) days written notice to the other party. This agreement can be amended only by written agreement of the parties and shall not be changed or amended orally.

IN WITNESS WHEREOF, the parties to those present, have executed this contract each of which will be deemed an original on the _____ day of _____, 2023.

_____	_____
_____	_____
_____	_____
_____	_____

WITNESS

OFFICIALS OF VAN BUREN

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2023

COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator

Board of Commissioners: Paul J. Underwood - Presque Isle, William T. Dobbins - Houlton, Norman L. Fournier - Wallagrass



DT: May 2, 2023
TO: Ryan D. Pelletier, County Administrator
FR: Bryan V. Jandreau, Facilities & IT Director
RE: Jail Rubberized Membrane Flat Roof Replacement Project

A handwritten signature in cursive script, appearing to read "B. Jandreau", is written over the "FR:" line of the header.

Two vendors attended the mandatory pre bid meeting on April 11, 2023. One vendor, Powers Roofing and Sheet Metal, Inc., submitted a bid in the amount of \$76,480.00. This bid is over budget by \$11,780.00. There are Jail capital fund balances from completed projects in the amount of \$6,549.22 that can be applied to this project.

It is my request and recommendation that we accept the Powers Roofing and Sheet Metal bid and fund the balance needed, \$5,230.78, from the contingency fund.

Thank you for your consideration.

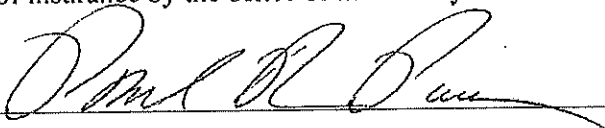
Section 2
BID PROPOSAL FORM
County of Aroostook

JAIL RUBBERIZED MEMBRANE FLAT ROOF REPLACEMENT PROJECT, HOULTON,
MAINE:

Lump Sum Bid amount: seventy six thousand four hundred eighty dollars \$ 76,480.00

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications as well as the premises and conditions affecting the work, we the undersigned, propose to furnish all labor, equipment and materials necessary, and reasonable incidentals to implement the indicated project above.

The undersigned agrees, if the proposal is accepted, to submit a valid certificate of insurance, needed permits and licenses, along with any and all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance, and sign a contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: 

Print name: Paul Powers

Name of Firm: Powers Roofing & Sheet Metal, Inc.

Address: PO Box 450, 7 Railroad Street, Caribou, ME 04736

Telephone: 207-498-2593

Cellular Telephone: 207-227-1335

Fax: 207-498-8183

Email: paul@powersroofing.com

Website: www.powersroofing.com

COUNTY OF AROOSTOOK

County Commissioners' Office - Ryan D. Pelletier, County Administrator
Board of Commissioners: William T. Dobbins, Houlton - Norman L. Fournier, Wallagrass - Paul J. Underwood, Presque Isle



DT: May 4, 2023
TO: Ryan D. Pelletier, County Administrator
FR: Bryan V. Jandreau, Facilities & IT Director
RE: Heating Oil Bids

The County of Aroostook received two (2) bids for facility heating oil for nine (9) locations. It is my recommendation that the County of Aroostook accept the low bids as follows:

DAIGLE OIL COMPANY	LOCATION	DEAD RIVER COMPANY
\$3.198	Fort Kent Registry Deeds Building (#2)	\$3.0693
\$3.016	Caribou Courthouse (#2)	\$2.9697
\$3.147	Houlton Superior Court Building (#2)	\$3.0076
\$3.147	Sheriff Office Building (#2)	\$3.0698
\$3.198	Cross Lake Senior Center (#2)	\$3.0698
\$3.198	Sinclair Fire Station (#2)	\$3.0698
\$3.198	Sinclair Senior Center (#2)	\$3.0698
\$3.186	Emergency Management Building (#2)	\$3.0698
\$4.8085	Cross Lake Fire Station (K)	\$4.5882

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETER

FACILITIES & IT DIRECTOR

BRYAN V. JANDREAU



COUNTY COMMISSIONERS

NORMAN I. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

WILLIAM DOBBINS
HOULTON

DT: April 25, 2023

TO: Ryan D. Pelletier, County Administrator

FR: Bryan Jandreau, Facilities & IT Director

RE: Dispatch Construction Project 2023

The County of Aroostook went out to public bid for a Dispatch Reconstruction Project located at the Sheriff's Office Building. A mandatory pre-bid meeting was held on March 14, 2023. There was one general contractor, Building Etcetera, Inc., that attended the mandatory meeting. Based on the specifications, pre-bid questions and answers and Addendum number 1, the bid was \$151,231.00.

It is my recommendation that the County of Aroostook accept the bid from Building Etcetera, Inc. with funding determinations made by the County Administrator and the Board of County Commissioners.

Section 2
BID PROPOSAL FORM
County of Aroostook

DISPATCH CONSTRUCTION PROJECT, SHERIFF'S OFFICE BUILDING, HOULTON,
MAINE:

One Hundred Fifty One Thousand Two
Lump Sum Bid amount: Hundred Thirty One Dollars and No Cents \$ 151,231.00

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications as well as the premises and conditions affecting the work, we the undersigned, propose to furnish all labor, equipment and materials necessary, and reasonable incidentals to implement the indicated project above.

The undersigned agrees, if the proposal is accepted, to submit a valid certificate of insurance, needed permits and licenses, along with any and all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance, and sign a contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: _____

Print name: Jesse Chase

Name of Firm: Buildings Etcetera, Inc.

Address: 12 Mechanic Street, Houlton, ME 04730

Telephone: (207) 532-9020

Cellular Telephone: (207) 538-7048

Fax: (207) 532-7560

Email: jchase@buildingsetcetera.com

Website: www.buildingsetcetera.com



MINUTES OF SPECIAL MEETING OF
THE STOCKHOLDERS OF
BUILDINGS ETCETERA, INC.

A Special Meeting of the Stockholders of Buildings Etcetera, Inc., was held on April 14, 2023, at 8:00 A.M. at the office of Buildings Etcetera, Inc., 12 Mechanic Street, Houlton, Maine.

Zachary D. Chase, and Jesse S. Chase were present being all of the Stockholders of the corporation and a quorum. Zachary D. Chase was elected Chairman and Jesse S. Chase was elected Secretary of the meeting.

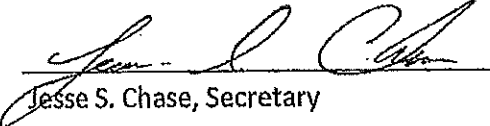
Upon motion duly made and seconded, it was VOTED:

That Jesse Chase, as the President of Buildings Etcetera, Inc., hereby is authorized to execute a contract for the **County of Arrostook Dispatch Construction Project** behalf of the corporation.

There being no further business to come before the meeting, It was

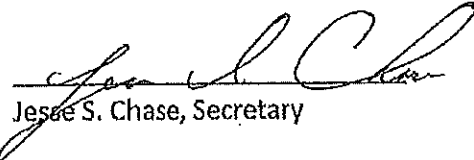
VOTED: To adjourn.

Adjourned accordingly.



Jesse S. Chase, Secretary

A true copy. Attest.



Jesse S. Chase, Secretary

From: Bryan Jandreau <bryan.jandreau@aroostook.me.us>
Sent: Tuesday, May 9, 2023 4:45 AM
To: Ryan D. Pelletier <ryan@aroostook.me.us>
Cc: Tammy Pelletier <tammy.pelletier@aroostook.me.us>
Subject: FW: SunVest Community Solar Subscription Agreement & Size Calculator

Hi Ryan,
This would be a ten year commitment. It is my recommendation that this go before the County Commissioners to consider. Your thoughts?
Bryan

*Bryan V. Jandreau
Facilities & IT Director
County of Aroostook*

From: Ted Rioux <tedrioux85@gmail.com>
Sent: Monday, May 8, 2023 1:09 PM
To: Ryan D. Pelletier <ryan@aroostook.me.us>; Bryan Jandreau <bryan.jandreau@aroostook.me.us>
Subject: SunVest Community Solar Subscription Agreement & Size Calculator

Hello Ryan and Bryan,

I've attached here a copy of the SunVest NEB Subscription Agreement for your review. It includes the following per our discussions:

- Subscription size calculator (page 84) -
 - Annual spend - Your combined annual spend across your two meters is \$33,648 (\$4,069 for FKRD / \$29,579 for Caribou Courthouse)
 - Subscription Size - To offset 90% of this spend, your total subscription size would be 163,957 kWh (19,839 kWh for FKRD & 144,128 kWh for Caribou Courthouse)
- Term - 10 years w/ two (2) five-year renewal options (page 3)
- Early Termination Option - Yes, available with 12 months notice from production start date (1 year minimum commitment)
- Early Termination Fee - Yes, if termination occurs before the end of the first year following production. Fee calculated at \$.015 / kWh (page 72)
- Discount Rate - 15% (pages 2, 3, & 68)
 - Savings projection across your two meters resulting from program participation would be ~ \$4,500 (\$33,648 x 90% x 15%)
- Pre-savings / Sign-on Incentive = \$.01 / kWh of assigned load (page 4) -
 - Resulting incentive payment would be \$1,639.57 (payable within eight weeks from finalize subscription agreement)

Please let me know if you have time later this week to review.

Thank you,

Ted

Ted Rioux
(207) 712-5834

**MAINE NET ENERGY BILLING TARIFF RATE PROJECT
SUBSCRIPTION AGREEMENT**

The DATE of this Agreement is: **4/14/2023**

<u>Provider</u> ("Owner")	<u>Subscriber</u> ("Subscriber")
Name: SV Development, LLC	Name: Aroostook County Commissioner's Office
Attn: Tim Polz (Chief Development Officer) <i>Name of Authorized Agent/Representative</i>	Attn: Ryan Pelletier <i>Name of Authorized Agent/Representative</i>
<u>For Notices to Owner:</u>	County Administrator <i>Title of Authorized Agent/Representative</i>
Mailing Address: PowerMarket 335 Madison Ave.	<u>For Notices to Subscriber:</u>
City/State/Zip New York, NY 10017	Mailing Address: 144 Sweden St.,
Phone Number: (262) 547-1200	City/State/Zip: Caribou, ME 04736-2137
Email Address: sunvest@powermarket.io	Phone Number: (207) 493-3318
<u>Project Name:</u> Easton CSG 1, LLC	Email Address: ryan@aroostook.me.us
Coordinates: 46.641723, -67.907513	<u>Subscriber's Utility Account Information:</u>
Address: 140 Center Road, Easton, ME 04740	Utility Company: Versant Maine Public District (the "Utility")
<u>Project Name:</u> Limestone CSG 1, LLC	Utility Account Service Address
Coordinates: 46.914352, -67.852608	Address: See Exhibit F
Address: n/a	City/State/Zip: See Exhibit F
<u>Project Name:</u> Limestone CSG 2, LLC	Phone Number: Same as above. (if different from above)
Coordinates: 46.922717, -67.831028	Email Address: Same as above. (if different from above)
Address: n/a	Utility Account #: See Exhibit F
Phone Number: (262) 547-1200	Utility Meter #: See Exhibit F
Email Address: sunvest@powermarket.io	<u>Subscription:</u>
<u>Customer Service:</u>	Size: 91.852 kW (AC) / 112.888 kW (DC)
Phone Number: (262) 547-1200	Subscription Quantity: 163,957 kWh
Email Address: sunvest@powermarket.io	
Contract No. n/a	

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This confirms that Subscriber desires to enroll the utility account identified above in a Subscription (as more fully defined below) in the above identified net energy billing tariff rate project powered by solar photovoltaics (“Project”). All capitalized but undefined terms shall have the meaning ascribed to such term as defined herein. Subscriber authorizes Owner, or Owner’s designee, to work with the Utility to enroll Subscriber in a Subscription. The Subscription is expected to result in certain “Bill Credits” on Subscriber’s Utility bill pursuant to the terms of the NEB Tariff Rate Program and the applicable NEB Tariff Rate. Pursuant to the NEB Agreement (as more fully defined herein), Subscriber is expected to retain approximately **15%** of Bill Credits. Pursuant to the NEB Tariff Rate Program and the applicable NEB Tariff Rate, Bill Credits from a subscription are calculated by the Utility based on the output (measured in kilowatt-hours (“kWh”)) of a project, the credit rate under the NEB Tariff Rate, and the proportion of the subscription (in kW) to the total Nameplate Capacity of the project (in kW). This Subscription Agreement together with the Specific Terms of the Subscription and the General Terms and Conditions of Subscription, and the NEB Contract (attached hereto as Exhibit A), and all other exhibits attached hereto are incorporated herein (collectively, the “Agreement”) sets forth the agreement between Owner and Subscriber with respect to Subscriber’s Subscription in the Project, and is entered into by the Parties as of the date set forth above.

Specific Terms of the Subscription:

Initial Term:	Ten (10) years, beginning on the later of Production Start Date or successful enrollment of the Subscription by Utility, with two (2) 5-year renewal extensions available.
Limitations on Subscription Size:	The Subscription is sized based on Subscriber's historical usage, to comply with the NEB Tariff Rate Program. The Subscription may be adjusted up or down upon mutual agreement of Subscriber and Owner in the future based on Subscriber's electricity usage during the Term. Subscriber will be notified in advance of any proposed adjustment to the Subscription based on usage and may increase or decrease its Subscription only upon written agreement. For subscribers in a Utility service area administered by the Northern Maine System Administrator the number of accounts or meters is limited to 10 for subscribers or shared financial interest subscribers.
Billing; Payments; Subscription Price:	<p><u>The Subscription Price.</u> Subscriber agrees to pay Owner on a monthly basis a fixed 85% of the dollar-value of the Bill Credits applied to Subscriber's monthly electric bill (as set forth on Exhibit F), which percentage will remain fixed for the Term of this Agreement ("Subscription Price"). Subscriber's Bill Credits will be calculated by Utility and will be equal to the NEB Tariff Rate, as set annually by the PUC, multiplied by the Subscriber's share of the facility output during the applicable period.</p> <p><u>Billing.</u> Owner or its designee to invoice Subscriber monthly for the Subscription Price due for the prior month, Subscriber to pay such invoice to Owner or its designee within thirty (30) days of the date of such invoice.</p> <p><u>Fees and Other Charges:</u> Beyond the Subscription Price payable to Owner above, there are no other fees payable to Owner.</p>
Security Deposit/Other Amount Due at Signing:	\$0 (Zero)
Early Termination:	<p>Subscriber may terminate this Agreement upon thirty (30) days prior notice to Owner for reasons described in Section 4(a) of the attached General Terms and Conditions.</p> <p>Subscriber may terminate this Agreement upon 12-months prior notice to Owner for reasons other than those described in Section 4(a) of the attached General Terms and Conditions subject to an early termination fee as set forth in Exhibit C and as described in Section 4(d).</p>
Early Termination Fee:	\$0 (Zero) if termination is in accordance with Section 4(a) of the attached General Terms and Conditions. If Subscriber terminates for reasons other than those described in Section 4(a) of the attached General Terms and Conditions, an Early Termination Fee will apply as set forth in Exhibit C and as described in Section 4(d).
No Guarantee:	This Agreement does not guarantee any savings to Subscriber. This Agreement does not guarantee a minimum level of performance by the Project or minimum quantity or value of Bill Credits.
No Ownership:	Subscriber does not have an ownership interest in the Project. For more information, see Sections 2 and 6(c) of the attached General Terms and Conditions.
Moving / Change of Service Address:	If the Utility Account Service Address identified above changes for any reason, Subscriber must provide written notice to Owner. For more information, see Section 9 of the attached General Terms and Conditions.
Reallocation:	Owner may, from time-to-time, reallocate all or a portion of Subscriber's Subscription among one or more solar energy facilities, including the Project, if all such solar energy facilities are located entirely within Utility's service territory and if Subscriber provides affirmative authorization of the reallocation to Owner. The Parties expressly intend and agree that this Agreement will be deemed amended following Subscriber's affirmative authorization.

Privacy Policy:	Owner will not provide customer's information obtained under this Agreement to third parties except as necessary to administer this Agreement.
Project Maintenance:	Project will be maintained and operated by Owner's installer or Owner's designee.
Project Production Projections:	<p>["Easton" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 5,998,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p> <p>["Limestone 1" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 6,450,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p> <p>["Limestone 2" Community Solar Garden: The expected life of the Project is 20 years with an expected degradation of 9.1% over the life (0.5% per year). First-year total production of this system is expected to be 5,179,000 kWh. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.]</p>
Sign-On Incentive:	Within 60 days of mutually executing this Subscriber Agreement, Owner will remit a onetime, sign-on incentive payment of \$.01/kWh of the Subscriber's Subscription Size for the initial twelve-month period directly to Subscriber.

By signing below, Owner and Subscriber acknowledge and agree that they each have read and understand this Agreement and its exhibits in their entirety, have received a copy of this Agreement, and have executed this Agreement as of the date set forth above.

Project Owner: SV Development, LLC

Subscriber: Aroostook County Commissioner's Office

By: _____

By: _____

Print Name: **Tim Polz**

Print Name: **Ryan Pelletier**

Title: **Chief Development Officer**

Title: **County Administrator**

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- a. "Agreement" has the meaning set forth in the Subscription Agreement above, as it may be amended from time to time in accordance with its terms, and the terms and conditions of the NEB Contract.
 - b. "Applicable Law" means with respect to any person, property or matter, any of the following applicable thereto: any statute, law, rule, regulation, ordinance, rule of common law, order or binding interpretation, determination, code, treaty, judgment, decree, directive, or similar form of decision of any governmental authority in the state of Maine.
 - c. "Bill Credits" means the monetary credit placed on Subscriber's bill from the Utility attributable to Subscriber's interest in one or more Subscriptions pursuant to NEB Tariff Rate Program.
 - d. "Business Day" shall mean any day other than a Saturday, Sunday, or a holiday under U.S. or Maine law.
 - e. "Change in Law" means a new law or regulation is enacted, or an order or decision of a Governmental Authority or independent system operator ("ISO") is issued, or there are revisions in the implementation of, amendments to, or interpretations of any law, regulation, order or decision of a Governmental Authority or ISO in each case that materially adversely impacts or prevents a Party's ability to perform its obligations in accordance with the Agreement.
 - f. "Eligible Facility" means a discrete electric generating facility that uses a renewable fuel or technology as specified in Title 35-A, Section 3210(2)(B-3) and is located in the service territory of a transmission and distribution utility in Maine.
 - g. "Financial Interest" has the meaning set forth in the NEB Contract attached hereto as Exhibit A.
 - h. "Force Majeure" has the meaning set forth in Section 13 below.
 - i. "Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
 - j. "Nameplate Capacity" means the aggregate inverter nameplate capacity in kilowatts AC (kW (AC)).
 - k. "NEB Tariff Rate Program" means, to the extent applicable to Project or similarly situated facilities, Maine Revised Statutes Annotated Title 35-A Section 3209-A-B as may be amended from time to time, Chapter 313 of the Maine Public Utilities Commission regulations as may be amended from time to time, and any other applicable rules of the Maine Public Utilities Commission.
 - l. "NEB Contract" means that certain Net Energy Billing Tariff Rate Agreement between Owner, as the Project sponsor, and Utility, a copy of which is attached as Exhibit A.
 - m. "NEB Tariff Rate" means the standard offer service rate established under Title 35-A, section 3212, set forth annually by the PUC, as publicly posted on the PUC's net energy billing webpage, that is applicable to the net energy billing tariff rate customer receiving the bill credit plus 75% of the effective transmission and distribution rate for the rate class that includes the smallest commercial customers of the customer's investor-owned transmission and distribution utility.
 - n. "Net Energy Billing Tariff Rate Project" means the Project.
 - o. "Owner" means the party identified as the Project owner in the Subscription Agreement above.
 - p. "Party" or "Parties" means the two parties identified in the Subscription Agreement above as Owner and Subscriber. Owner and Subscriber are sometimes also referred to individually as a "Party."
 - q. "PUC" means the Maine Public Utilities Commission.
 - r. "Production Start Date" means the first day of commercial operation of the Project.

- s. "Project" means the solar photovoltaic generation facility owned by Owner identified under Project Name in the Subscription Agreement above, which is located in Utility's service territory.
- t. "Relocation" has the meaning set forth in Section 9 below.
- u. "Renewable Energy Credits (RECs)" means the environmental attribute represented by 1 MWh of electricity generated by the Project.
- v. "Renewal Term" has the meaning set forth in Section 3 below.
- w. "Shared Financial Interest" has the meaning set forth in the NEB Contract attached hereto as Exhibit A.
- x. "Subscriber" means the party identified as the subscriber in the Subscription Agreement above.
- y. "Subscription" has the meaning set forth in Section 2 below.
- z. "Subscription Agreement" means the subscription agreement above.
- aa. "Subscription Price" has the meaning set forth in the table on page 3 above.
- bb. "Subscription Size" means the amount in kW (AC) as specified on page 1 of this Agreement.
- cc. "Subscription Quantity" has the meaning set forth in Section 2 below.
- dd. "Term" has the meaning set forth in Section 3 below.
- ee. "Utility" means the name of the entity specifically identified as such in the Subscription Agreement above.

2. The Subscription.

a. This Agreement describes the terms and conditions of Subscriber's purchase of a Subscription in a Maine Net Energy Billing Tariff Rate Project. Pursuant to this Agreement, in consideration for payments by Subscriber to Owner, Subscriber will be entitled to receive a portion of the Bill Credits attributable to the Subscription and generated by the Project. Bill Credits are expressed in dollars and are currently calculated by the Utility as the product of the kilowatt hours (kWh) attributable to the Subscription multiplied by the NEB Tariff Rate. The kWh attributable to the Subscription is equal to the total kWh generated by the Project, multiplied by the Subscription Size (in kW (AC)), divided by the Project's Nameplate Capacity (in kW) (the "Subscription Quantity"). After the Utility has accepted enrollment of the Subscription, the Utility is expected to begin associating Bill Credits with Subscriber's account within in 1-2 billing cycles. Owner, or Owner's designee, will provide Subscriber with a monthly invoice that sets forth the Subscription Price payable to Owner. If the Utility rejects enrollment of the Subscription for any reason or no reason, and Owner and Subscriber are unable to cure such rejection by the Utility, this Agreement will terminate automatically, and neither Party will have any obligation or liability to the other. Subscriber's bill payment obligations will be in accordance with the terms of this Agreement.

b. This Agreement, and Subscriber's payment under this Agreement, entitle Subscriber solely to Bill Credits pursuant to the NEB Tariff Rate Program, which may only be used in accordance with such NEB Tariff Rate (as it may be revised from time to time). The Subscription does not represent an ownership interest or other interest in the Project, in any solar panel, or other equipment, or in the real estate on which the Project is located, nor does it entitle Subscriber to receive any portion of the actual electricity generated by the Project or any ownership interest in other attributes, incentive payments, Renewable Energy Credits, securities, or commodities that may be associated with the Project or such electricity, nor any profit (through any tax credits, rebates, earnings, capital appreciation, or otherwise) related to either the Project or entering into this Agreement, other than the portion of Bill Credits identified in this Agreement. Subscriber acknowledges that this is a subscription agreement, and Owner is not a utility, alternative retail electric supplier, or agent, broker, or consultant.

- 3. **Term.** The term of this Agreement shall commence on the date set forth on the Subscription Agreement above, and unless earlier terminated as provided in this Agreement, shall end on the tenth (10th) anniversary of the

Production Start Date or the expiration of the NEB Contract, whichever is shorter (“Initial Term”). Owner will advise Subscriber of the Production Start Date. The Parties may extend the Term for up to two (2) additional renewal periods of up to five (5) years for each renewal period (“Renewal Term”). The Initial Term and the Renewal Terms are together referred to as the “Term.” No later than ninety (90) days prior to the expiration of the Initial Term, and each Renewal Term, the Subscriber shall notify Owner in writing of its intention to extend or not extend the Term or the Renewal Term. In the event that the Subscriber does not provide Owner with such notice, the Renewal Term will be deemed to automatically have commenced.

4. Termination.

- a. 30-Day Termination. In the event that Owner (i) fails to achieve the Production Start Date within twenty-four (24) months after the execution of this Agreement; (ii) is in material breach of its material obligations under the Subscription Agreement for a period exceeding sixty (60) days (such period to be extended to one hundred and twenty (120) days if Owner is diligently pursuing a cure), wherein Owner received thirty (30) days prior notice from Subscriber of the event of default; or (iii) receives notice that the NEB Contract has been terminated for any reason other than due to a breach by Subscriber, then Subscriber may terminate this Agreement at any time by providing thirty (30) calendar days’ prior written notice to Owner. Subscriber shall not be subject to an Early Termination Fee if it terminates this Agreement in accordance with this subsection (a).
- b. Owner may terminate this Agreement at any time by providing ninety (90) calendar days’ prior written notice to Subscriber. Upon expiration of the applicable foregoing prior notice period, Owner or its designee will inform the Utility of the disenrollment of the Subscription. Subscriber shall be responsible for all payments and accrued fees on bills that include any Bill Credits from the Subscription under this Agreement through the last Utility bill that includes Bill Credits attributable to the Subscription. Owner expects that Bill Credits will no longer appear on the Utility bill within 1-2 billing cycles after the Utility receives notice of disenrollment of the Subscription, but the actual date of disenrollment of the Subscription and termination of Bill Credits is within the sole control of Utility.
- c. Termination Required by Law. Owner may terminate this Agreement immediately upon written notice to Subscriber at any time after the Production Start Date if a Change in Law occurs, or if otherwise required by law or if the NEB Contract has been terminated for any reason other than due to a breach by Subscriber. If termination is required by law, Owner will not have any liability to Subscriber. Parties agree to negotiate in good faith to revise the Agreement if there is a change in Maine statute or rule that materially alters any right or obligation of a Party.
- d. Early Termination Fee. Subscriber may terminate this Agreement upon twelve (12) months prior notice to Owner for reasons other than those described in (a) above, subject to an early termination fee as set forth in Exhibit C (“Early Termination Fee”). Subscriber shall pay such Early Termination Fee to Owner upon the termination date, and such termination shall only be effective after such payment is received by Owner. Subscriber shall not be subject to an early termination fee if it terminates this Agreement in accordance with (a) above.
- e. Rescission. Subscriber may rescind its authorization under this Agreement if Subscriber requests such rescission orally or in writing within five days of the Subscriber’s receipt of its first bill or invoice. If Subscriber rescinds its authorization pursuant to this provision: (1) Subscriber is responsible for payment in full of the first bill or invoice, and (2) Subscriber will not be subject to an early termination fee, as described in (d) above, or any other fees.

5. Billing; Payment.

- a. Subscription-related billing, payments, payment methods, billing adjustments, applicable taxes, and other terms and conditions of payment are governed by this Agreement and the applicable Utility.
- b. Following each billing cycle, Owner or its designee shall provide Subscriber with an invoice calculating the Bill Credits generated in the prior billing cycle, and the amount due and owing from Subscriber to Owner for such Bill Credits. Subscriber shall pay such amount stated on the invoice to Owner or its

designee within thirty (30) days of the date on the invoice.

6. Subscriber's Acknowledgments, Rights, and Obligations.

- a. By signing this Agreement, Subscriber represents that it is a customer of Utility with an account address shown at the top of the Subscription Agreement.
- b. By signing this Agreement, Subscriber acknowledges that it has not and will not enter into a subscription agreement with another entity to provide Bill Credits to the utility account number(s) and utility account meter number(s) for the portion of its usage served by this Agreement.
- c. Except as expressly set forth in the Agreement, Subscriber will not have any rights or obligations with respect to the development, financing, construction ownership, operation, or maintenance of the Project.
- d. Subscriber agrees that it will cooperate with Owner or its designee as reasonably necessary to facilitate the compliance of this Agreement and the Project with any regulatory requirements affecting this Agreement, in effect from time to time, including: executing any forms necessary for Owner to obtain Utility account information on Subscriber's behalf and providing information about Subscriber to the Utility, the PUC, or Owner's designee as necessary to enroll the Subscription or as necessary to comply with the requirements of the NEB Tariff Rate Program.
- e. In the event that the Utility rejects enrollment of the Subscription for any reason, Subscriber further agrees that it will cooperate with Owner or its designee and take any other action as necessary to cure such rejection to facilitate enrollment of the Subscription, including an adjustment to the Subscription Size.
- f. Subscriber agrees that it will cooperate with Owner or its designee as reasonably necessary to obtain Utility account information on Subscriber's behalf to facilitate the billing of Subscription payments.
- g. Subscriber acknowledges that it is solely responsible for paying Subscription Payments to Owner, including any charges not covered by the Bill Credits. Subscriber agrees that its Subscription Size and Subscription Quantity will be estimated based on its historical annual usage and may be adjusted during the Term based on its electricity usage after Owner notifies Subscriber of a change in Subscription Size and/or Subscription Quantity in writing and obtains written agreement executed by Subscriber, which may cause the amount payable by Subscriber under its bill to increase or decrease.
- h. If for any reason Subscriber receives a new Utility account number, whether at Subscriber's current service address(as identified on the Subscription Agreement) or not, then Subscriber shall be obligated to provide Owner with written notice of such new Utility account number. Owner will take reasonable steps to enroll Subscriber's new account under the NEB Tariff Rate Program. If Owner's reasonable efforts are unsuccessful, Owner may terminate this Agreement with no compensation to Subscriber.
- i. Subscriber agrees that Owner may execute Utility's PUC Chapter 313 – Customer Net Energy Billing Agreement Application on behalf of Subscriber, which is attached hereto as Exhibit D.
- j. Subscriber agrees that it shall be responsible for resolving any disputes with Utility regarding the rate applied to energy production and the amount of Bill Credits paid to Subscriber, as defined and governed by the NEB Tariff Rate Program. Any conflict between the terms of this Agreement and the NEB Tariff Rate Program shall be resolved in favor of the NEB Tariff Rate Program.
- k. Subscriber acknowledges that Owner is not providing any guarantee of any quantity of production of energy from the Project or Bill Credits in any time period.
- l. Subscriber represents and warrants (i) the premises served by the Utility accounts listed for its Subscription are within the Utility's service territory in the State of Maine, and (ii) that it has a Financial Interest or Shared Financial Interest in an Eligible Facility and has the rights to the benefits of the output of the Project.

7. Owner's Acknowledgments, Rights, & Obligations.

- a. Acknowledgment by Owner. Owner is an entity duly organized and validly existing under the laws of its

state of organization. Owner has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and the performance of the Owner's obligations hereunder, have been duly authorized by all necessary action on the part of the Owner, and this Agreement constitutes the legal, valid, and binding obligation of the Owner.

- b. Outages. Owner will use reasonable efforts to notify Subscriber in writing if the Project is out of service for more than five (5) consecutive business days, which will include an estimate of the duration of the outage and an estimate of the production that will be lost due to the outage. No Bill Credits will be generated during an outage, and no compensation will be paid for outages of any length.
 - c. Taxes. Owner does not make any representations or warranties to Subscriber concerning the tax implications of any Bill Credits provided to Subscriber in connection with the Project.
 - d. Owner will claim and receive any and all incentives, and any other benefits of ownership of the Project, both presently and in the future.
 - e. Owner has exclusive right to and ownership of, and intends to sell, the RECs generated by the Project.
 - f. Subject to the terms and conditions of the NEB Contract, Owner will sell 100 percent of the Project's energy production to Utility.
 - g. Owner shall have sole responsibility for resolving any disputes with Utility regarding the amount of energy production from the Project and shall also have sole discretion over any such resolution.
 - h. Owner shall maintain, or shall cause to be maintained, the Project's equipment and interconnection with the electrical grid consistent with industry standards and recommendations from equipment manufacturers.
8. **Assignment**. Subscriber may transfer or assign its rights or obligations under this Agreement to any person or entity eligible to participate in the NEB Tariff Rate Program within Utility's applicable service territory, provided that Subscriber may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Owner, which Owner shall not unreasonably withhold. Owner may assign this Agreement without Subscriber's consent and without prior notice, including without limitation in connection with a sale or transfer of the Project. Upon any such assignment, the assignor shall be released from all future obligations under this Agreement and the assignee will assume all obligations of Owner under this Agreement. Any attempt by Subscriber to assign or transfer this Agreement without consent shall be voidable by Owner and constitute a default under this Agreement. Subject to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.
9. **Moving**. If Subscriber moves or relocates to a new address or the service address identified in the Subscription Agreement above otherwise changes ("Relocation"), Subscriber shall be obligated to provide Owner with written notice of such new address at least thirty (30) calendar days prior to such Relocation. Owner reserves the right to require that Subscriber provide additional evidence documenting the Relocation.
- a. Relocation within Service Territory. If upon Relocation, Subscriber continues to be a customer of the same Utility identified in the Subscription Agreement above and Owner successfully enrolls Subscriber's new account with the Utility under the NEB Tariff Rate Program, Subscriber agrees that this Agreement will continue in accordance with its terms and to provide Owner with Subscriber's new Utility account information. Subscriber's Relocation may be subject to Utility review and approval for enrollment. In the event that Subscriber opens a new Utility account at a new address, such new account may be subject to Utility review and approval for enrollment under the NEB Tariff Rate Program. Owner is not responsible for any actions or inactions by the Utility. Subscriber will be responsible for all Subscription Payments due regardless of when any such changes take effect. Subscriber will not be charged any fee to transfer its address if it moves within the Utility's service territory.
 - b. Relocation Outside of Service Territory. If upon Relocation, Subscriber is no longer a customer of the same Utility and is outside of the Utility's service territory, either Party may terminate this Agreement by providing thirty (30) calendar days' prior written notice to the other Party, and for Subscriber, subject to the terms and conditions of Section 4(a) above. If Subscriber moves from its Utility's service territory, it will no longer

be eligible to receive Bill Credits associated with the Project, but shall not be required to pay an Early Termination Fee so long as Subscriber is not in breach of its obligations in Section 11 prior to such Relocation.

- 10. Reallocation.** Owner may, from time-to-time upon, reallocate all or a portion of Subscriber's Subscription among one or more solar energy facilities, including the Project, if all such solar energy facilities are located entirely within Utility's service territory and if Subscriber provides affirmative authorization of the reallocation to Owner. Subscriber's affirmative authorization may be provided by a letter of authorization, third-party verification, or electronic authorization as described in Chapter 313 Section 4 of the PUC regulations. The Parties expressly intend and agree that the Terms of this Agreement will be deemed modified following Subscriber's affirmative authorization, with no further action needed on behalf of either Party to effectuate such amendment.
- 11. Events of Subscriber Default.** Subscriber will be in default of this Agreement if Subscriber:
- a. commits a breach or default of the Subscriber's Subscription payment obligations, which continues beyond any applicable cure period thereunder;
 - b. attempts to assign this Agreement in violation of Section 8 of this Agreement;
 - c. breaches any other obligation under this Agreement and such breach continues for thirty (30) calendar days after Subscriber receives written notice thereof;
 - d. provides false or misleading information to Owner; or
 - e. voluntarily commences bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against Subscriber, or if Subscriber becomes insolvent or generally does not pay debts as they become due, or admits in writing Subscriber's inability to pay debts, or makes an assignment for the benefit of creditors.
- 12. Owner Remedies in Event of Subscriber Default.** If Subscriber is in default under this Agreement, without limiting any other rights or remedies available to Owner under this Agreement, at law, or in equity, Owner shall have the right to take one or more of the following actions:
- a. take action to prevent loss, correct Subscriber's default, or otherwise enforce specific performance of this Agreement, by court action or otherwise;
 - b. terminate this Agreement and inform the Utility that Subscriber's account is no longer a subscriber to the Project; or
 - c. recover damages for Subscriber's default.
- 13. Force Majeure.** Neither Party shall be in breach of this Agreement because of any failure or delay in complying with its obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by the other Party of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; a governmental authority's actions or failure to act; an Utility's actions or failure to act, including any curtailment of the Project; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the Party's reasonable control and which, by the exercise of reasonable diligence, the Party is unable to prevent. A Force Majeure event shall not excuse any obligations under this Agreement relating to payment or assignment of Bill Credits. In the event of a Force Majeure event that continues for twelve (12) months either Party may terminate this agreement upon thirty (30) calendar days' prior written notice to the other Party with such notice provided within thirty (30) calendar days prior to expiration of the twelve (12) month period. If either Party terminates this Agreement due to continuing Force Majeure event, Subscriber shall be responsible for making any and all payments and any other applicable payments for Bill Credits that Subscriber receives based on generation of the Project up

to the date of termination. In the event of termination due to Force Majeure the requirements and early termination fee provided in Section 4 shall not apply.

14. **No Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OWNER'S OBLIGATIONS OR THE PROJECT. OWNER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, OWNER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY OR BILL CREDITS TO BE GENERATED BY THE PROJECT. The Parties each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement, and in no event shall the maximum cumulative liability of either Party for any claim arising out of this Agreement, without regard to the form of action, exceed 70% of the Bill Credits on Subscriber's Utility bill during the preceding 12 full billing cycles or One Million Dollars (\$1,000,000).
15. **Insurance.** The Owner will insure the Project and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Project during the Term. Evidence of insurance will be in place before the Project's commercial operation date and is subject to change during the Term.
16. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof, from and against all loss, damage, expense liability and other claims, including court costs and reasonable attorney's fees (collectively "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty in this Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the indemnifying party. The party seeking indemnification hereunder shall notify the indemnifying Party in writing of any Liability asserted, or known to be under commencement, by a third party as soon as possible and cooperate with the indemnifying Party. The indemnifying Party shall immediately take control of the defense and investigation of Liabilities at the indemnifying Party's sole expense.
17. **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. SUBSCRIBER AND OWNER AGREE THAT BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND OWNER ARE WAIVING THE RIGHT TO A JURY TRIAL.
18. **Notices.** All notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when sent, if sent by electronic mail, to the email address set forth at the top of the Subscription Agreement. A Party may change the address for notices to such Party from time to time by giving written notice of such change to the other Party in accordance herewith.
19. **Complaints.** Subscriber may direct any questions or complaints related to this Agreement to Owner's contact information for notices above.
20. **Miscellaneous.**
 - a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflicts of laws. The Parties agree that the courts of the State of Maine and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.
 - b. Entire Agreement. This Agreement, together with all exhibits, sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between the Parties. No other agreements, representations, or understandings (whether oral or written and whether express or implied) that are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter hereof. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any non-waivable rights to which Subscriber may be entitled under any applicable law, statute, rule, or regulation.

- c. Construction. The headings of Sections and sub-Sections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any exhibits and schedules attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context. Whenever the term “include,” “including,” “included,” or a term of similar import is used in this Agreement, it shall mean “including without limiting the generality of the foregoing.” This Agreement is deemed to have been drafted jointly by the parties to this Agreement, and any uncertainty or ambiguity shall not be construed for or against any Party as an attribution of drafting to any Party. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day. In the event of a conflict between this Agreement and the NEB Contract, the terms of the NEB Contract will control.
- d. Modifications; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties, except as provided under Section 10 (Reallocation). No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- e. Independent Contractors. The Parties are independent contractors. Other than as expressly described herein, nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between Owner and Subscriber. Neither Party shall have authority to act on behalf of or bind the other Party in any way.
- f. Third Party Beneficiaries. No person that is not a party to this Agreement has any right to enforce any term of this Agreement.
- g. Severability. Whenever possible, each of the provisions of this Agreement shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Agreement or the application thereof to any Party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances
- h. Survival. The terms of this Agreement that expressly or by their nature survive termination of this Agreement, including Sections 12, 14, 16, and 17, shall survive any termination or expiration of this Agreement.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or as emailed PDF copies shall be binding as originals, and each Party hereby waives any defenses to the enforcement of the terms of this Agreement sent by facsimile or emailed PDF based upon the manner of transmission or form of signature (electronic, facsimile or “ink original”).
- j. Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code.
- k. Cooperation. Following the effective date of this Amendment, Operator and Subscriber agree to use their respective commercially reasonable efforts to (a) cooperate with each other, share and furnish information and supporting materials; (ii) execute and deliver all instruments; and (iii) take, or cause to be taken, all actions; that may be reasonably necessary or appropriate to effectuate the provisions of this Agreement, but excluding any proceedings arising from disputes between the Parties. Subscriber agrees to provide on occasion and at the request of Owner an Estoppel in the Form of Exhibit E, confirming the continuing validity of this Agreement.
- l. Relationship of the Parties; Not Construed Against the Drafter. Neither Party will, by virtue of this Agreement, have any responsibility whatsoever for services provided or contractual obligations assumed

by the other Party and nothing in this Agreement will be deemed to make either Party a partner, agent or legal representative of the other Party or to create any fiduciary relationship between the Parties. Each Party hereby acknowledges and agrees that it has had an adequate opportunity to review each and every provision of this Agreement, and has had an opportunity to consult with legal counsel in coordination with the negotiation, drafting and execution of this Agreement. As such, the Parties each waive any claim: (i) of authorship against the other Party, (ii) that either Party was deprived of adequate legal counsel, and (iii) that this Agreement shall be construed against one Party or the other as the drafter of this Agreement or because one Party proposed, drafted or modified any provision in this Agreement.

EXHIBIT A

NEB Contract

For use in the MPD



COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST
CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

Versant Power

AND

TARIFF RATE CUSTOMER NAME Easton CSG 1 LLC

DATED 02/24/2021

CONTRACT DATE ~~02/24/2021~~ March 10, 2021

(To be completed by the utility)

VERSANT POWER

CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

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VERSANT POWER CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

Facility of Less Than 5 MW

Commercial or Institutional Customer or Shared Financial Interest

Project Sponsor Name: Easton CSG 1 LLC
02/24/2021

This AGREEMENT is dated _____, 2021 and is between Versant Power (the "Company"), a Maine corporation having its office and principal place of business in Bangor, Maine, and Customer Name/Project Sponsor (the "Customer") located at ~~46.641723, -67.907513~~
~~-46.641723, -67.907513~~.

Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing tariff rate arrangement with Commercial or Institutional customers who meet the qualification and use standards of Chapter 313.

The Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy tariff rate billing with the Customer as described in Chapter 313.

The Parties therefore agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the terms below are defined as follows:

“Approved Maintenance Outage” means a Proposed Maintenance Outage that has been approved by NMISA.

“Billing Period” is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

“Bill Credits” are the total dollar credits available to be applied to each of Customer’s account(s), defined as equaling the Tariff Rate multiplied by the customer’s share of the Facility output as set forth in Exhibit 1 or Exhibit 2 during the applicable Billing Period.

“Certificate of Completion” is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules, for electrician certification that the facility is fully operable and meets the requirements of State and Local electrical codes for interconnection to the Transmission & Distribution electric system.

“Commercial or Institutional Customer” or “Customer” is a nonresidential customer of the Company.

“Commercial Operation Date” means the date on which the Project is commercially operational, placed into service, and interconnection operations have commenced. The Commercial Operation Date cannot be before the date as stated on the Certificate of Completion or other written permission to operate or authority to interconnect the Facility provided by the T&D Utility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Construction period" has the meaning set forth in Section III of this agreement.

"Delivery Period" is the period of time beginning on the Commercial Operation Date and ending on a date up to 20 years after the Commercial Operation Date, during which the Company applies Bill Credits in accordance with this Agreement.

"Effective Date" has the meaning set forth in Article III of this Agreement.

"Facility" is all of the Customer's generating plant and equipment, including the Customer's 3250 kW Photovoltaic {fuel type} generator located at service address 46.641723, -67.907513 as more fully identified in the Interconnection Agreement between the Company and the Customer.

"Financial Interest" means, with respect to the Facility, facility ownership or shared ownership, a lease agreement, a power purchase agreement, or other agreements sufficient to represent a financial interest in the Facility.

"Forced Outage" means an unplanned disconnection or separation of one or more elements of an electric system.

"Generation" means the kilowatt-hours delivered to the Company's system from the Facility as measured by the Company's Revenue Quality Meter during the Billing Period.

"Maintenance Outage" means an outage of a facility, on either a planned or unplanned basis, in order to perform maintenance in order to return the facility to service.

"MPD" means the Company's Maine Public District.

"NMISA" means the Northern Maine Independent System Administrator.

"NMISA Market Rules" means all rules and operating procedures adopted by NMISA, as such rules and operating procedures may be amended from time to time.

"NMISA Tariff" means the Northern Maine Independent System Administrator, Inc., FERC FPA Electric Tariff, Volume No. 1, as may be amended from time to time.

"Party" means either the Company or Customer and "Parties" means both the Company and Customer.

"Proposed Maintenance Outage" means a Maintenance Outage which has been submitted to NMISA but which has not been classified as an Approved Maintenance Outage.

“Revenue Quality Meter” means an electric meter that meets the applicable standards and requirements of the investor-owned transmission and distribution utility and NMISA as applicable, in the service territory where the Facility is located.

“Rules” are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

“Shared Financial Interest” means a Financial Interest in the Facility that is shared among a group of customers.

“Shared Financial Interest Customers” mean the customers who have a financial interest in the Facility.

“Standard Offer Provider” is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

“Tariff Rate” is the blended rate consisting of the standard offer rate established under Title 35-A section 3212 that is applicable to the net energy billing-tariff rate customer and 75 percent of the effective transmission and distribution rate for the Small General Service rate class, as established annually by the Commission.

“Unused Credits” are Bill Credits that, in accordance with this Agreement under the fixed allocation methodology are created when the value of Generation exceeds charges for billed usage and are credited to each Customer account as determined for any Billing Period. Unused Credit for Agreements using the cascading allocation methodology, the Generation which exceeds the charges for billed usage will be banked as kWh, not financial credits, and stored on the first account listed on Exhibit 2. As kWh are drawn from the bank, the Bill Credit will be based on the individual customer account’s applicable Tariff Rate times the banked kWh Credit applied to that customer’s invoice. Customers may accumulate Unused Credits and apply them against future bills over a rolling 12 month period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

This Agreement includes certain capitalized terms that are not explicitly defined in this Section or anywhere else in this Agreement. Such capitalized terms shall have the meanings specified in the NMISA Tariff and the NMISA Market Rules and Manuals, which meanings are incorporated herein by reference and made part hereof. In the event of any inconsistency between a definition contained in this Agreement and a definition contained in either the NMISA Tariff or the NMISA Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (B-3), (ii) have an installed capacity of less than 5.0 MW, (iii) be located in the service territory of the Company, (iv) be used to offset part or all of

the Commercial or Institutional Customer's own electricity payment obligations or the payment obligations of the accounts listed in Exhibit 1 or Exhibit 2 for cascading credits. Furthermore, each customer identified in Exhibit 1 or Exhibit 2 is a Shared Financial Interest Customer with a legally enforceable Financial Interest in the Facility and has the rights to the benefits of the output of the Facility (for Commercial or Institutional Shared Financial arrangements under Chapter 313).

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

ARTICLE III: TERM AND EFFECTIVE DATE

This Agreement has two periods that together comprise the Term of the Agreement. The Company shall issue this Agreement within 10 Business Days of either (i) the execution of the Interconnection Agreement for the Facility, or (ii) for a Facility that does not have an interconnection agreement but has an interconnection queue position, and the Customer has provided to the Company documentation that it has attained Financial Interest for at least ninety percent (90%) of the Facility capacity, output, or other form of participation or subscription. The Company shall execute this Agreement within fifteen (15) Business Days of receiving this Agreement signed by the Customer. This Agreement is effective when fully executed by the Parties (the "Effective Date").

(a) The Construction Period commences on the Effective Date and ends on the Commercial Operation Date. Customer shall provide notice to the Company a minimum of ten (10) Business Days in advance of the Commercial Operation Date. The Construction Period must be completed within 24 months of the Effective Date. Customer may seek an extension of the Construction Period for an interconnection-related delay or circumstances beyond Customer's control, or as consented to by the Company, with consent not being unreasonably withheld.

(b) The Delivery Period of the Agreement, with respect to applying Bill Credits, begins on the Commercial Operation Date of the Facility and continues through the twentieth (20th) anniversary of the Commercial Operation Date.

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS

The following methodology will be utilized by the Company in determining Customer's Bill Credits or payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or providing any financial credits for this separate generation service bill. The initial application of Bill Credits for customers under this Agreement may require two Billing Periods to implement. In order to facilitate billing under this Agreement, the utility reserves the right to place all customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Bill Credit

If during a Billing Period, Bill Credits are greater than zero (0), the Customer's usage accounts will be credited based upon the percentage or cascading allocation specified for each such account as identified in Exhibit 1 or Exhibit 2 of this Agreement. For the Fixed Allocation method, the total percent allocation must equal 100 percent. The applied Bill Credit in a Billing Period may not exceed the total monthly charges applicable to the Customer's usage account(s) during the Billing Period. In applying monthly Bill Credits, the Company will follow the payment waterfall methodology specified in Chapter 322 of the Commission Rules.

Unused Credits will be calculated for each designated account listed in Exhibit 1 or Exhibit 2. Unused Credits, once accrued on an account, cannot be reallocated to another account. Cumulative Unused Credits are increased by the value of excess Bill Credits determined for the current Billing Period, and the cumulative value will remain available for possible future application in accordance with paragraph (C) Unused Credits of this Article IV. The contact person representing the Facility has the right to request a change in the allocation of Bill Credits from the Facility to the Customers' account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XV below. The Company will provide notice to the designated contact person when any such request has been accepted by the Company or the basis for any denial of such request. Any such changes in Bill Credits to fixed or cascading allocations for existing customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request except that retroactive allocations shall be allowed to correct metering or allocation errors. Unused Credits on prior Customer accounts will remain with that Customer until either fully applied or their expiration in accordance with paragraph (C) below.

B. Priority of Bill Credit Application

If during a Billing Period, a Customer's Bill Credits are greater than zero (0), then the Customers' bill will be calculated and Bill Credits applied in accordance with this agreement. For each customer account identified in Exhibit 1 or Exhibit 2, current month Bill Credits will be applied to the amounts due on the account first before application of any Unused Credits. If the amount due on the account is greater than the current month Bill Credits plus all available Unused Credits for the account, the Customer will be billed on the remaining amount in excess of all applied Bill Credits and Unused Credits. Bill Credits in excess of the charges due on an account for any Billing Period will be added to the total Unused Credits amount for such account. If the cascading allocation method is selected, Unused Credits will be stored on the account listed first on Exhibit 2 and will be used in cascading order in subsequent billing periods. If Unused Credits are used during a Billing Period then the total Unused Credits will be reduced by an equivalent amount on a first in, first out basis.

C. Expiration of Unused Credits

As customers are invoiced each month, current month Bill Credits are first applied and then, if applicable, banked Unused Credits are drawn from the customer's bank. In applying banked Unused Credits to a Customer account, the oldest Unused Credits will always be

drawn from the account bank first. Unused Credits expire on a rolling 12-month basis. Accordingly, any Unused Credits that remain in the Customer account bank will be eliminated after the twelfth month and will not be applied against customer invoices. The Customer will receive no compensation for these eliminated Unused Credits. Bill Credits generated for an account that has been final billed are governed by Paragraph (F) below.

D. Charges

Bill Credits may be applied to all T&D and Supply charges regardless of type. The Customer is responsible for all charges, which are applicable and recovered by the Company, that are in excess of the customer's current month's Bill Credits plus Unused Credits if available.

E. Modifications to Bill Credit Allocations

Only the Customer's contact person or designee identified in Article XVI has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XVI. The contact person is required to inform the Company of any requested modifications to the agreement, including any changes to the allocation designations contained in Exhibit 1 or Exhibit 2, soon as possible. Requested changes that affect the application of Bill Credits for newly added customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Replacement of Final Billed Accounts (for Shared Financial Interest Arrangements)

This paragraph (F) applies only to Shared Financial Interest Customers that have a Financial Interest in the Facility. To ensure the uninterrupted allocation of credits following the final billing and deactivation of a Shared Financial Interest account, the Customer's contact person or designee identified in Article XVI is required to provide the Company with notification of any replacement accounts within thirty (30) days of receiving notice of an account's final billing. If the Shared Financial Interest Facility Account invoice is generated prior to that date, Credits that otherwise would have been allocated to the final billed account will be credited to the retail service account representing the physical location of the Facility. Such Credits will be subsequently reallocated to the designated replacement account(s) as directed by the Customer's contact person or designee identified in Article XVI.

If the Customer's contact person or designee identified in Article XVI fails to provide notification of a replacement account(s) within 30 days of notification of an account's final billing, then at the conclusion of such thirty (30) days, excess Credits allocated to the retail service account representing the physical location of the Facility will remain on that account and will not be manually transferred to a different account(s). If the terminating account is final billed on the scheduled meter read date of the retail service account representing the physical location of the Facility, the terminating account will receive Credits on its final bill. If the terminating account is final billed on any other date, the account will not receive Credits but would be eligible to receive any Unused Credits from prior Billing Periods.

G. Application of kWh and Financial Credits

If an individual customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation arrangement, the customer's consumption will first be reduced by any applicable kWh credits before financial credits are applied. Separate banks will be created for kWh and financial credits and each will expire based upon the terms applicable to each type of contract under which the credits are acquired.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in financial bill crediting with the Customers. It does not authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customer may not operate the Facility in parallel with the Company's system until the Company provides the Facility with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary to: 1) accomplish the billing as described in Article IV: Applying Financial Billing Credits of this Agreement; and 2) collect the applicable State of Maine sales tax on billed sales.

In the event that the Customer requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Customer billing in accordance with this Agreement, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business as provided in the Terms and Conditions § 12.9 of the Company's Electric Rate Schedule. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer. The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the Customer's request. The Company, at its sole discretion, may require advance payment from the Customer for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Customer billing. Revenue Quality Metering for generation applicable to Commercial or Institutional Tariff Rate billing will be in accordance with the Facility's Interconnection Agreement and the Chapter 324 Rule or NMISA Market Rules (as applicable).

ARTICLE VII: NMISA OBLIGATIONS

Facilities located in the Company's MPD are required to comply with NMISA Market Rules and Tariffs, as applicable. Load scheduling requirements pursuant to Section 2 of the NMISA Market Rules apply to all Facilities that generate Energy and Capacity in excess of 500

kW. To the extent that NMISA imposes obligations that are distinct from those described above, this Agreement may be modified to reflect those obligations.

A. Customer Obligations and Conditions

- a. Customer agrees to execute a Service Agreement with NMISA and become a Market Participant.
- b. Customer grants title to all Energy and Capacity produced by the Facility (net of any Energy and Capacity consumed behind the customer or facility meter) to the Company.
- c. The Customer shall comply with NMISA Market Rule 6, as applicable, and is responsible for providing notice to NMISA, the Company, or any entity designated by the Company of the schedules for all Maintenance Outages of the Facility, including the dates and expected duration of each such outage. In the event of a Forced Outage, the Customer shall comply with NMISA Market Rules 2 and 6.3, as applicable, and provide notice immediately upon becoming aware that a Forced Outage has occurred or is likely to occur to NMISA, the Company, or any entity designated by the Company. Such notice shall include, and is not limited to, emergency restoration details and the estimated time of restoration.
- d. The Customer shall be responsible for NMISA charges resulting from a failure to meet NMISA scheduling requirements, including the requirements for Balanced Schedules, resulting from the Customer's failure to comply with the obligations of Article VII.A.c. of this Agreement. The Company shall invoice the Customer for any charges associated with the scheduling imbalances within twenty (20) business days following the end of the month and the Customer shall pay the invoice not later than ten (10) business days of receipt of invoice.
- e. Prior to interconnection, the Customer shall provide to the Company and any entity designated by the Company the anticipated generation output of the Facility in MWh for each hour of the year, based upon the specific renewable energy technology installed and all Facility parameters. Customer shall use commercially reasonable efforts to ensure the accuracy of the forecasted output information provided.
- f. Customer authorizes NMISA to share the actual output of the Facility with the Company and Competitive Energy Providers, including Standard Offer Providers, serving customers in the MPD, through a secure site.

B. Company Obligations and Conditions

- a. The Company shall take title to all Energy and Capacity (net of any Energy and Capacity consumed behind the customer or facility meter) produced by the Facility.
- b. The Company assumes no responsibility for curtailment of the Facility.
- c. The Company assumes no liability for any market-related consequences that result from the operation of, or a failure thereof, experienced by the Facility.

ARTICLE VIII: ACCESS

The Company shall have the right of access to Customer's premises, as well as Facility, and to all property furnished by the Company installed therein, at all reasonable times during which service is provided to the Customer, and on its termination, for the purpose of reading meters, or installation, inspection and repair of equipment used in connection with its energy, or removing its property, or for any other proper purposes.

The Customer, at its expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer's property. If the Customer's property is secured by a gate, chain or similar device, the customer shall install the device to allow installation of a Company-owned lock for access to this property.

ARTICLE IX: BILLING ADJUSTMENTS AND MONTHLY REPORTING

(a) In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer (or designated agent, as applicable) will work together to correct the billing. Company and Customer (or designated agent, as applicable) shall work together in good faith to make the billing adjustment as soon as practicable and shall make every attempt to correct the billing within one (1) Billing Period from identification of the need for the billing adjustment.

If Bill Credits allocated were found to be lower than they should have been, the Company will perform a true-up and allocate the previously un-allocated Bill Credits during the next Billing Period. The Bill Credits will expire 12 months from the date they were allocated to the Customer(s).

If Bill Credits allocated were found to be higher than they should have been, the Company will perform a true-up and reduce the Bill Credits during the next Billing Period by the previously over-allocated Bill Credit amount.

If the Company and Customer cannot resolve the billing adjustment to their mutual satisfaction, they may commence the dispute resolution process in Article XVIII below.

(b) Until such time as the Company automates its billing system to provide such information directly on the Facility Account invoice, by the twentieth (20th) day of each month, following the month in which the Bill Credits are applied, the Company shall provide Customer with a report describing the allocation of Credits to Shared Financial Interest customers in the corresponding Billing Period. The data provided will include, for each customer account, the account number, and the percent allocation and Credit amount applied, as well as an indication of any of the accounts which were final billed and are consequently no longer active. The data will also include total Facility production, total value of Credits generated, and total value of Credits allocated to Shared Financial Interest customers' accounts.

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld: provided that either Party may assign this Agreement to an affiliate of said Party without prior written consent of the non-assigning Party. All assignees, pledgees or transferees shall assume all obligations of the Party assigning the Agreement. If this Agreement is assigned without the written consent of the non-assigning Party (except as otherwise provided above), the non-assigning Party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer have a Financial Interest in the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XII: BREACH; TERMINATION

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other Party (provided that, if the breaching Party has commenced and is diligently pursuing efforts to cure such breach, then such 30-day period shall be extended until the earlier of (i) 30 additional days or (ii) end of diligent efforts to cure the breach). In the event of any proceedings by or against either Party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other Party may terminate this Agreement.

If the Customer increases the capability or the capacity of the Facility to exceed 4,999 MW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date, the Company may terminate this Agreement.

ARTICLE XIII: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIV: MODIFICATION

Except as explicitly authorized herein, no modification to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

ARTICLE XV: NOTICES

All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be transmitted by the Party transmitting the communication, via first class mail, courier, overnight delivery service, or by electronic mail addressed to the other Party as follows:

To the Company:

Versant Power
P.O. Box 932
Bangor, ME 04402-0932
Attn: LEGAL NOTICES
Email: legalnotices@versantpower.com

To Customer:

Contact Person name Tim Polz
Contact Person Address 330 W. State St Suite 1
City, State, Zip Geneva, IL 60134
Contact Person Telephone 630-842-7904
Contact Person Email Address tim@sunvest.com

The Company and Customers, upon thirty (30) days written notice to the other in accordance with this Article, may change a name or addresses to which notices under this Agreement must be sent.

ARTICLE XVI: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

If, after the execution of this Agreement, any right or obligation of either Party under this Agreement is materially altered as the result of any change in applicable laws or regulations, the Parties agree to negotiate in good faith to amend this Agreement to conform to the revised law or regulation. If the Parties are unable to come to an agreement as to the appropriate amendment of this Agreement in the event of a change in applicable laws or regulations, then the Party whose right or obligation is materially altered as a result of such change in law or regulations may terminate this Agreement by providing the other Party with sixty (60) days prior written notice, in which case the Parties respective rights and obligations will governed by the applicable revised law or regulation after such termination of this Agreement.

ARTICLE XVII: DISPUTE RESOLUTION

In the event of any dispute between the Parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute shall be referred to the Commission for resolution. To the extent that the Commission declines to resolve the dispute or lacks the jurisdiction to do so, the Parties may pursue any rights or remedies available at law or in equity and consistent with this Agreement in connection with the dispute.

ARTICLE XVIII: LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

ARTICLE XIX: INTEGRATION

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

ARTICLE XX: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XXI: CAPTIONS


All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, all as of the day and year first above written.

WITNESS

Commercial or Institutional Customer Name or Project Sponsor

Cara Koontz


By: Tim Polz- VP of Development

WITNESSES:

VERSANT POWER

Karen Bell

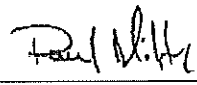
By: 
Paul Miller
Its: Vice President, Engineering and Operations

Exhibit 1 – Percentage Allocation

The sum of all percentages must equal 100%.		
Customer Name	Account No.	% Allocation
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

Exhibit 2 – Cascading Allocation

Customer Name	Account No.	Cascade Order
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

For use in the MPD



COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST
CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

Versant Power

AND

TARIFF RATE CUSTOMER NAME Easton CSG 1 LLC

DATED 8/19/2021 ~~02/24/2021~~

CONTRACT DATE 02/24/2021
October 18, 2021

(To be completed by the utility)

VERSANT POWER

CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

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VERSANT POWER CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

Facility of Less Than 5 MW

Commercial or Institutional Customer or Shared Financial Interest Project

Sponsor Name: Limestone CSG 1, LLC

02/24/2021

This AGREEMENT is dated 8/19/2021, 2020 and is between Versant Power (the "Company"), a Maine corporation having its office and principal place of business in Bangor, Maine, and Customer Name/Project Sponsor (the "Customer") located at 46.641723, -67.907513
46.641723, -67.907513

Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing tariff rate arrangement with Commercial or Institutional customers who meet the qualification and use standards of Chapter 313.

The Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy tariff rate billing with the Customer as described in Chapter 313.

The Parties therefore agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the terms below are defined as follows:

"Approved Maintenance Outage" means a Proposed Maintenance Outage that has been approved by NMISA.

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Bill Credits" are the total dollar credits available to be applied to each of Customer's account(s), defined as equaling the Tariff Rate multiplied by the customer's share of the Facility output as set forth in Exhibit 1 or Exhibit 2 during the applicable Billing Period.

"Certificate of Completion" is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules, for electrician certification that the facility is fully operable and meets the requirements of State and Local electrical codes for interconnection to the Transmission & Distribution electric system.

"Commercial or Institutional Customer" or "Customer" is a nonresidential customer of the Company.

"Commercial Operation Date" means the date on which the Project is commercially operational, placed into service, and interconnection operations have commenced. The Commercial Operation Date cannot be before the date as stated on the Certificate of Completion or other written permission to operate or authority to interconnect the Facility provided by the T&D Utility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Construction period" has the meaning set forth in Section III of this agreement.

"Delivery Period" is the period of time beginning on the Commercial Operation Date and ending on a date up to 20 years after the Commercial Operation Date, during which the Company applies Bill Credits in accordance with this Agreement.

"Effective Date" has the meaning set forth in Article III of this Agreement.

"Facility" is all of the Customer's generating plant and equipment, including the Customer's 3250 kW Photovoltaic {fuel type} generator located at service address 46.641723, -67.907513 as more fully identified in the Interconnection Agreement between the Company and the Customer.

"Financial Interest" means, with respect to the Facility, facility ownership or shared ownership, a lease agreement, a power purchase agreement, or other agreements sufficient to represent a financial interest in the Facility.

"Forced Outage" means an unplanned disconnection or separation of one or more elements of an electric system.

"Generation" means the kilowatt-hours delivered to the Company's system from the Facility as measured by the Company's Revenue Quality Meter during the Billing Period.

"Maintenance Outage" means an outage of a facility, on either a planned or unplanned basis, in order to perform maintenance in order to return the facility to service.

"MPD" means the Company's Maine Public District.

"NMISA" means the Northern Maine Independent System Administrator.

"NMISA Market Rules" means all rules and operating procedures adopted by NMISA, as such rules and operating procedures may be amended from time to time.

"NMISA Tariff" means the Northern Maine Independent System Administrator, Inc., FERC FPA Electric Tariff, Volume No. 1, as may be amended from time to time.

"Party" means either the Company or Customer and "Parties" means both the Company and Customer.

"Proposed Maintenance Outage" means a Maintenance Outage which has been submitted to NMISA but which has not been classified as an Approved Maintenance Outage.

“Revenue Quality Meter” means an electric meter that meets the applicable standards and requirements of the investor-owned transmission and distribution utility and NMISA as applicable, in the service territory where the Facility is located.

“Rules” are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

“Shared Financial Interest” means a Financial Interest in the Facility that is shared among a group of customers.

“Shared Financial Interest Customers” mean the customers who have a financial interest in the Facility.

“Standard Offer Provider” is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

“Tariff Rate” is the blended rate consisting of the standard offer rate established under Title 35-A section 3212 that is applicable to the net energy billing-tariff rate customer and 75 percent of the effective transmission and distribution rate for the Small General Service rate class, as established annually by the Commission.

“Unused Credits” are Bill Credits that, in accordance with this Agreement under the fixed allocation methodology are created when the value of Generation exceeds charges for billed usage and are credited to each Customer account as determined for any Billing Period. Unused Credit for Agreements using the cascading allocation methodology, the Generation which exceeds the charges for billed usage will be banked as kWh, not financial credits, and stored on the first account listed on Exhibit 2. As kWh are drawn from the bank, the Bill Credit will be based on the individual customer account’s applicable Tariff Rate times the banked kWh Credit applied to that customer’s invoice. Customers may accumulate Unused Credits and apply them against future bills over a rolling 12 month period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

This Agreement includes certain capitalized terms that are not explicitly defined in this Section or anywhere else in this Agreement. Such capitalized terms shall have the meanings specified in the NMISA Tariff and the NMISA Market Rules and Manuals, which meanings are incorporated herein by reference and made part hereof. In the event of any inconsistency between a definition contained in this Agreement and a definition contained in either the NMISA Tariff or the NMISA Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (B-3), (ii) have an installed capacity of less than 5.0 MW, (iii) be located in the service territory of the Company, (iv) be used to offset part or all of

the Commercial or Institutional Customer's own electricity payment obligations or the payment obligations of the accounts listed in Exhibit 1 or Exhibit 2 for cascading credits. Furthermore, each customer identified in Exhibit 1 or Exhibit 2 is a Shared Financial Interest Customer with a legally enforceable Financial Interest in the Facility and has the rights to the benefits of the output of the Facility (for Commercial or Institutional Shared Financial arrangements under Chapter 313).

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

ARTICLE III: TERM AND EFFECTIVE DATE

This Agreement has two periods that together comprise the Term of the Agreement. The Company shall issue this Agreement within 10 Business Days of either (i) the execution of the Interconnection Agreement for the Facility, or (ii) for a Facility that does not have an interconnection agreement but has an interconnection queue position, and the Customer has provided to the Company documentation that it has attained Financial Interest for at least ninety percent (90%) of the Facility capacity, output, or other form of participation or subscription. The Company shall execute this Agreement within fifteen (15) Business Days of receiving this Agreement signed by the Customer. This Agreement is effective when fully executed by the Parties (the "Effective Date").

(a) The Construction Period commences on the Effective Date and ends on the Commercial Operation Date. Customer shall provide notice to the Company a minimum of ten (10) Business Days in advance of the Commercial Operation Date. The Construction Period must be completed within 24 months of the Effective Date. Customer may seek an extension of the Construction Period for an interconnection-related delay or circumstances beyond Customer's control, or as consented to by the Company, with consent not being unreasonably withheld.

(b) The Delivery Period of the Agreement, with respect to applying Bill Credits, begins on the Commercial Operation Date of the Facility and continues through the twentieth (20th) anniversary of the Commercial Operation Date.

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS

The following methodology will be utilized by the Company in determining Customer's Bill Credits or payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or providing any financial credits for this separate generation service bill. The initial application of Bill Credits for customers under this Agreement may require two Billing Periods to implement. In order to facilitate billing under this Agreement, the utility reserves the right to place all customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Bill Credit

If during a Billing Period, Bill Credits are greater than zero (0), the Customer's usage accounts will be credited based upon the percentage or cascading allocation specified for each such account as identified in Exhibit 1 or Exhibit 2 of this Agreement. For the Fixed Allocation method, the total percent allocation must equal 100 percent. The applied Bill Credit in a Billing Period may not exceed the total monthly charges applicable to the Customer's usage account(s) during the Billing Period. In applying monthly Bill Credits, the Company will follow the payment waterfall methodology specified in Chapter 322 of the Commission Rules.

Unused Credits will be calculated for each designated account listed in Exhibit 1 or Exhibit 2. Unused Credits, once accrued on an account, cannot be reallocated to another account. Cumulative Unused Credits are increased by the value of excess Bill Credits determined for the current Billing Period, and the cumulative value will remain available for possible future application in accordance with paragraph (C) Unused Credits of this Article IV. The contact person representing the Facility has the right to request a change in the allocation of Bill Credits from the Facility to the Customers' account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XV below. The Company will provide notice to the designated contact person when any such request has been accepted by the Company or the basis for any denial of such request. Any such changes in Bill Credits to fixed or cascading allocations for existing customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request except that retroactive allocations shall be allowed to correct metering or allocation errors. Unused Credits on prior Customer accounts will remain with that Customer until either fully applied or their expiration in accordance with paragraph (C) below.

B. Priority of Bill Credit Application

If during a Billing Period, a Customer's Bill Credits are greater than zero (0), then the Customers' bill will be calculated and Bill Credits applied in accordance with this agreement. For each customer account identified in Exhibit 1 or Exhibit 2, current month Bill Credits will be applied to the amounts due on the account first before application of any Unused Credits. If the amount due on the account is greater than the current month Bill Credits plus all available Unused Credits for the account, the Customer will be billed on the remaining amount in excess of all applied Bill Credits and Unused Credits. Bill Credits in excess of the charges due on an account for any Billing Period will be added to the total Unused Credits amount for such account. If the cascading allocation method is selected, Unused Credits will be stored on the account listed first on Exhibit 2 and will be used in cascading order in subsequent billing periods. If Unused Credits are used during a Billing Period then the total Unused Credits will be reduced by an equivalent amount on a first in, first out basis.

C. Expiration of Unused Credits

As customers are invoiced each month, current month Bill Credits are first applied and then, if applicable, banked Unused Credits are drawn from the customer's bank. In applying banked Unused Credits to a Customer account, the oldest Unused Credits will always be

drawn from the account bank first. Unused Credits expire on a rolling 12-month basis. Accordingly, any Unused Credits that remain in the Customer account bank will be eliminated after the twelfth month and will not be applied against customer invoices. The Customer will receive no compensation for these eliminated Unused Credits. Bill Credits generated for an account that has been final billed are governed by Paragraph (F) below.

D. Charges

Bill Credits may be applied to all T&D and Supply charges regardless of type. The Customer is responsible for all charges, which are applicable and recovered by the Company, that are in excess of the customer's current month's Bill Credits plus Unused Credits if available.

E. Modifications to Bill Credit Allocations

Only the Customer's contact person or designee identified in Article XVI has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XVI. The contact person is required to inform the Company of any requested modifications to the agreement, including any changes to the allocation designations contained in Exhibit 1 or Exhibit 2, soon as possible. Requested changes that affect the application of Bill Credits for newly added customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Replacement of Final Billed Accounts (for Shared Financial Interest Arrangements)

This paragraph (F) applies only to Shared Financial Interest Customers that have a Financial Interest in the Facility. To ensure the uninterrupted allocation of credits following the final billing and deactivation of a Shared Financial Interest account, the Customer's contact person or designee identified in Article XVI is required to provide the Company with notification of any replacement accounts within thirty (30) days of receiving notice of an account's final billing. If the Shared Financial Interest Facility Account invoice is generated prior to that date, Credits that otherwise would have been allocated to the final billed account will be credited to the retail service account representing the physical location of the Facility. Such Credits will be subsequently reallocated to the designated replacement account(s) as directed by the Customer's contact person or designee identified in Article XVI.

If the Customer's contact person or designee identified in Article XVI fails to provide notification of a replacement account(s) within 30 days of notification of an account's final billing, then at the conclusion of such thirty (30) days, excess Credits allocated to the retail service account representing the physical location of the Facility will remain on that account and will not be manually transferred to a different account(s). If the terminating account is final billed on the scheduled meter read date of the retail service account representing the physical location of the Facility, the terminating account will receive Credits on its final bill. If the terminating account is final billed on any other date, the account will not receive Credits but would be eligible to receive any Unused Credits from prior Billing Periods.

G. Application of kWh and Financial Credits

If an individual customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation arrangement, the customer's consumption will first be reduced by any applicable kWh credits before financial credits are applied. Separate banks will be created for kWh and financial credits and each will expire based upon the terms applicable to each type of contract under which the credits are acquired.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in financial bill crediting with the Customers. It does not authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customer may not operate the Facility in parallel with the Company's system until the Company provides the Facility with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary to: 1) accomplish the billing as described in Article IV: Applying Financial Billing Credits of this Agreement; and 2) collect the applicable State of Maine sales tax on billed sales.

In the event that the Customer requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Customer billing in accordance with this Agreement, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business as provided in the Terms and Conditions § 12.9 of the Company's Electric Rate Schedule. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer. The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the Customer's request. The Company, at its sole discretion, may require advance payment from the Customer for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Customer billing. Revenue Quality Metering for generation applicable to Commercial or Institutional Tariff Rate billing will be in accordance with the Facility's Interconnection Agreement and the Chapter 324 Rule or NMISA Market Rules (as applicable).

ARTICLE VII: NMISA OBLIGATIONS

Facilities located in the Company's MPD are required to comply with NMISA Market Rules and Tariffs, as applicable. Load scheduling requirements pursuant to Section 2 of the NMISA Market Rules apply to all Facilities that generate Energy and Capacity in excess of 500

kW. To the extent that NMISA imposes obligations that are distinct from those described above, this Agreement may be modified to reflect those obligations.

A. Customer Obligations and Conditions

- a. Customer agrees to execute a Service Agreement with NMISA and become a Market Participant.
- b. Customer grants title to all Energy and Capacity produced by the Facility (net of any Energy and Capacity consumed behind the customer or facility meter) to the Company.
- c. The Customer shall comply with NMISA Market Rule 6, as applicable, and is responsible for providing notice to NMISA, the Company, or any entity designated by the Company of the schedules for all Maintenance Outages of the Facility, including the dates and expected duration of each such outage. In the event of a Forced Outage, the Customer shall comply with NMISA Market Rules 2 and 6.3, as applicable, and provide notice immediately upon becoming aware that a Forced Outage has occurred or is likely to occur to NMISA, the Company, or any entity designated by the Company. Such notice shall include, and is not limited to, emergency restoration details and the estimated time of restoration.
- d. The Customer shall be responsible for NMISA charges resulting from a failure to meet NMISA scheduling requirements, including the requirements for Balanced Schedules, resulting from the Customer's failure to comply with the obligations of Article VII.A.c. of this Agreement. The Company shall invoice the Customer for any charges associated with the scheduling imbalances within twenty (20) business days following the end of the month and the Customer shall pay the invoice not later than ten (10) business days of receipt of invoice.
- e. Prior to interconnection, the Customer shall provide to the Company and any entity designated by the Company the anticipated generation output of the Facility in MWh for each hour of the year, based upon the specific renewable energy technology installed and all Facility parameters. Customer shall use commercially reasonable efforts to ensure the accuracy of the forecasted output information provided.
- f. Customer authorizes NMISA to share the actual output of the Facility with the Company and Competitive Energy Providers, including Standard Offer Providers, serving customers in the MPD, through a secure site.

B. Company Obligations and Conditions

- a. The Company shall take title to all Energy and Capacity (net of any Energy and Capacity consumed behind the customer or facility meter) produced by the Facility.
- b. The Company assumes no responsibility for curtailment of the Facility.
- c. The Company assumes no liability for any market-related consequences that result from the operation of, or a failure thereof, experienced by the Facility.

ARTICLE VIII: ACCESS

The Company shall have the right of access to Customer's premises, as well as Facility, and to all property furnished by the Company installed therein, at all reasonable times during which service is provided to the Customer, and on its termination, for the purpose of reading meters, or installation, inspection and repair of equipment used in connection with its energy, or removing its property, or for any other proper purposes.

The Customer, at its expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer's property. If the Customer's property is secured by a gate, chain or similar device, the customer shall install the device to allow installation of a Company-owned lock for access to this property.

ARTICLE IX: BILLING ADJUSTMENTS AND MONTHLY REPORTING

(a) In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer (or designated agent, as applicable) will work together to correct the billing. Company and Customer (or designated agent, as applicable) shall work together in good faith to make the billing adjustment as soon as practicable and shall make every attempt to correct the billing within one (1) Billing Period from identification of the need for the billing adjustment.

If Bill Credits allocated were found to be lower than they should have been, the Company will perform a true-up and allocate the previously un-allocated Bill Credits during the next Billing Period. The Bill Credits will expire 12 months from the date they were allocated to the Customer(s).

If Bill Credits allocated were found to be higher than they should have been, the Company will perform a true-up and reduce the Bill Credits during the next Billing Period by the previously over-allocated Bill Credit amount.

If the Company and Customer cannot resolve the billing adjustment to their mutual satisfaction, they may commence the dispute resolution process in Article XVIII below.

(b) Until such time as the Company automates its billing system to provide such information directly on the Facility Account invoice, by the twentieth (20th) day of each month, following the month in which the Bill Credits are applied, the Company shall provide Customer with a report describing the allocation of Credits to Shared Financial Interest customers in the corresponding Billing Period. The data provided will include, for each customer account, the account number, and the percent allocation and Credit amount applied, as well as an indication of any of the accounts which were final billed and are consequently no longer active. The data will also include total Facility production, total value of Credits generated, and total value of Credits allocated to Shared Financial Interest customers' accounts.

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld: provided that either Party may assign this Agreement to an affiliate of said Party without prior written consent of the non-assigning Party. All assignees, pledgees or transferees shall assume all obligations of the Party assigning the Agreement. If this Agreement is assigned without the written consent of the non-assigning Party (except as otherwise provided above), the non-assigning Party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer have a Financial Interest in the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XII: BREACH; TERMINATION

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other Party (provided that, if the breaching Party has commenced and is diligently pursuing efforts to cure such breach, then such 30-day period shall be extended until the earlier of (i) 30 additional days or (ii) end of diligent efforts to cure the breach). In the event of any proceedings by or against either Party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other Party may terminate this Agreement.

If the Customer increases the capability or the capacity of the Facility to exceed 4.999 MW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date, the Company may terminate this Agreement.

ARTICLE XIII: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIV: MODIFICATION

Except as explicitly authorized herein, no modification to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

ARTICLE XV: NOTICES

All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be transmitted by the Party transmitting the communication, via first class mail, courier, overnight delivery service, or by electronic mail addressed to the other Party as follows:

To the Company:

Versant Power
P.O. Box 932
Bangor, ME 04402-0932
Attn: LEGAL NOTICES
Email: legalnotices@versantpower.com

To Customer:

Contact Person name Tim Polz
Contact Person Address 330 W. State St Suite 1
City, State, Zip Geneva, IL 60134
Contact Person Telephone 630-842-7904
Contact Person Email Address tim@sunvest.com

The Company and Customers, upon thirty (30) days written notice to the other in accordance with this Article, may change a name or addresses to which notices under this Agreement must be sent.

ARTICLE XVI: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

If, after the execution of this Agreement, any right or obligation of either Party under this Agreement is materially altered as the result of any change in applicable laws or regulations, the Parties agree to negotiate in good faith to amend this Agreement to conform to the revised law or regulation. If the Parties are unable to come to an agreement as to the appropriate amendment of this Agreement in the event of a change in applicable laws or regulations, then the Party whose right or obligation is materially altered as a result of such change in law or regulations may terminate this Agreement by providing the other Party with sixty (60) days prior written notice, in which case the Parties respective rights and obligations will be governed by the applicable revised law or regulation after such termination of this Agreement.

ARTICLE XVII: DISPUTE RESOLUTION

In the event of any dispute between the Parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute shall be referred to the Commission for resolution. To the extent that the Commission declines to resolve the dispute or lacks the jurisdiction to do so, the Parties may pursue any rights or remedies available at law or in equity and consistent with this Agreement in connection with the dispute.

ARTICLE XVIII: LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

ARTICLE XIX: INTEGRATION

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

ARTICLE XX: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XXI: CAPTIONS

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, all as of the day and year first above written.

WITNESS

Commercial or Institutional Customer Name or Project Sponsor

Cara Koontz


By: Tim Polz- VP of Development

WITNESSES:

VERSANT POWER

Karen Bell

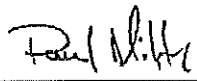
By: 
Paul Miller
Its: Vice President, Engineering and Operations

Exhibit 1 – Percentage Allocation

The sum of all percentages must equal 100%.		
Customer Name	Account No.	% Allocation
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

Exhibit 2 – Cascading Allocation

Customer Name	Account No.	Cascade Order
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

For use in the MPD



COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST
CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

Versant Power

AND

TARIFF RATE CUSTOMER NAME Limestone CSG 2, LLC

DATED 3/10/2022

CONTRACT DATE Effective March 11, 2022

(To be completed by the utility)

VERSANT POWER

CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

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VERSANT POWER CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT

Facility of Less Than 5 MW

Commercial or Institutional Customer or Shared Financial Interest Project

Sponsor Name: Limestone CSG 2, LLC

This AGREEMENT is dated 3/10/2022, ~~2020~~ and is between Versant Power (the "Company"), a Maine corporation having its office and principal place of business in Bangor, Maine, and Customer Name/Project Sponsor (the "Customer") located at 226 Van Buren Rd Limestone, ME 04750.

Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing tariff rate arrangement with Commercial or Institutional customers who meet the qualification and use standards of Chapter 313.

The Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy tariff rate billing with the Customer as described in Chapter 313.

The Parties therefore agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the terms below are defined as follows:

"Approved Maintenance Outage" means a Proposed Maintenance Outage that has been approved by NMISA.

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Bill Credits" are the total dollar credits available to be applied to each of Customer's account(s), defined as equaling the Tariff Rate multiplied by the customer's share of the Facility output as set forth in Exhibit 1 or Exhibit 2 during the applicable Billing Period.

"Certificate of Completion" is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules, for electrician certification that the facility is fully operable and meets the requirements of State and Local electrical codes for interconnection to the Transmission & Distribution electric system.

"Commercial or Institutional Customer" or "Customer" is a nonresidential customer of the Company.

"Commercial Operation Date" means the date on which the Project is commercially operational, placed into service, and interconnection operations have commenced. The Commercial Operation Date cannot be before the date as stated on the Certificate of Completion or other written permission to operate or authority to interconnect the Facility provided by the T&D Utility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Construction period" has the meaning set forth in Section III of this agreement.

"Delivery Period" is the period of time beginning on the Commercial Operation Date and ending on a date up to 20 years after the Commercial Operation Date, during which the Company applies Bill Credits in accordance with this Agreement.

"Effective Date" has the meaning set forth in Article III of this Agreement.

"Facility" is all of the Customer's generating plant and equipment, including the Customer's 2875 kW Solar {fuel type} generator located at service address 226 Van Buren Rd Limestone, ME 04750 as more fully identified in the Interconnection Agreement between the Company and the Customer.

"Financial Interest" means, with respect to the Facility, facility ownership or shared ownership, a lease agreement, a power purchase agreement, or other agreements sufficient to represent a financial interest in the Facility.

"Forced Outage" means an unplanned disconnection or separation of one or more elements of an electric system.

"Generation" means the kilowatt-hours delivered to the Company's system from the Facility as measured by the Company's Revenue Quality Meter during the Billing Period.

"Maintenance Outage" means an outage of a facility, on either a planned or unplanned basis, in order to perform maintenance in order to return the facility to service.

"MPD" means the Company's Maine Public District.

"NMISA" means the Northern Maine Independent System Administrator.

"NMISA Market Rules" means all rules and operating procedures adopted by NMISA, as such rules and operating procedures may be amended from time to time.

"NMISA Tariff" means the Northern Maine Independent System Administrator, Inc., FERC FPA Electric Tariff, Volume No. 1, as may be amended from time to time.

"Party" means either the Company or Customer and "Parties" means both the Company and Customer.

"Proposed Maintenance Outage" means a Maintenance Outage which has been submitted to NMISA but which has not been classified as an Approved Maintenance Outage.

“Revenue Quality Meter” means an electric meter that meets the applicable standards and requirements of the investor-owned transmission and distribution utility and NMISA as applicable, in the service territory where the Facility is located.

“Rules” are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

“Shared Financial Interest” means a Financial Interest in the Facility that is shared among a group of customers.

“Shared Financial Interest Customers” mean the customers who have a financial interest in the Facility.

“Standard Offer Provider” is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

“Tariff Rate” is the blended rate consisting of the standard offer rate established under Title 35-A section 3212 that is applicable to the net energy billing-tariff rate customer and 75 percent of the effective transmission and distribution rate for the Small General Service rate class, as established annually by the Commission.

“Unused Credits” are Bill Credits that, in accordance with this Agreement under the fixed allocation methodology are created when the value of Generation exceeds charges for billed usage and are credited to each Customer account as determined for any Billing Period. Unused Credit for Agreements using the cascading allocation methodology, the Generation which exceeds the charges for billed usage will be banked as kWh, not financial credits, and stored on the first account listed on Exhibit 2. As kWh are drawn from the bank, the Bill Credit will be based on the individual customer account’s applicable Tariff Rate times the banked kWh Credit applied to that customer’s invoice. Customers may accumulate Unused Credits and apply them against future bills over a rolling 12 month period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

This Agreement includes certain capitalized terms that are not explicitly defined in this Section or anywhere else in this Agreement. Such capitalized terms shall have the meanings specified in the NMISA Tariff and the NMISA Market Rules and Manuals, which meanings are incorporated herein by reference and made part hereof. In the event of any inconsistency between a definition contained in this Agreement and a definition contained in either the NMISA Tariff or the NMISA Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (B-3), (ii) have an installed capacity of less than 5.0 MW, (iii) be located in the service territory of the Company, (iv) be used to offset part or all of

the Commercial or Institutional Customer's own electricity payment obligations or the payment obligations of the accounts listed in Exhibit 1 or Exhibit 2 for cascading credits. Furthermore, each customer identified in Exhibit 1 or Exhibit 2 is a Shared Financial Interest Customer with a legally enforceable Financial Interest in the Facility and has the rights to the benefits of the output of the Facility (for Commercial or Institutional Shared Financial arrangements under Chapter 313).

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

ARTICLE III: TERM AND EFFECTIVE DATE

This Agreement has two periods that together comprise the Term of the Agreement. The Company shall issue this Agreement within 10 Business Days of either (i) the execution of the Interconnection Agreement for the Facility, or (ii) for a Facility that does not have an interconnection agreement but has an interconnection queue position, and the Customer has provided to the Company documentation that it has attained Financial Interest for at least ninety percent (90%) of the Facility capacity, output, or other form of participation or subscription. The Company shall execute this Agreement within fifteen (15) Business Days of receiving this Agreement signed by the Customer. This Agreement is effective when fully executed by the Parties (the "Effective Date").

(a) The Construction Period commences on the Effective Date and ends on the Commercial Operation Date. Customer shall provide notice to the Company a minimum of ten (10) Business Days in advance of the Commercial Operation Date. The Construction Period must be completed within 24 months of the Effective Date. Customer may seek an extension of the Construction Period for an interconnection-related delay or circumstances beyond Customer's control, or as consented to by the Company, with consent not being unreasonably withheld.

(b) The Delivery Period of the Agreement, with respect to applying Bill Credits, begins on the Commercial Operation Date of the Facility and continues through the twentieth (20th) anniversary of the Commercial Operation Date.

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS

The following methodology will be utilized by the Company in determining Customer's Bill Credits or payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or providing any financial credits for this separate generation service bill. The initial application of Bill Credits for customers under this Agreement may require two Billing Periods to implement. In order to facilitate billing under this Agreement, the utility reserves the right to place all customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Bill Credit

If during a Billing Period, Bill Credits are greater than zero (0), the Customer's usage accounts will be credited based upon the percentage or cascading allocation specified for each such account as identified in Exhibit 1 or Exhibit 2 of this Agreement. For the Fixed Allocation method, the total percent allocation must equal 100 percent. The applied Bill Credit in a Billing Period may not exceed the total monthly charges applicable to the Customer's usage account(s) during the Billing Period. In applying monthly Bill Credits, the Company will follow the payment waterfall methodology specified in Chapter 322 of the Commission Rules.

Unused Credits will be calculated for each designated account listed in Exhibit 1 or Exhibit 2. Unused Credits, once accrued on an account, cannot be reallocated to another account. Cumulative Unused Credits are increased by the value of excess Bill Credits determined for the current Billing Period, and the cumulative value will remain available for possible future application in accordance with paragraph (C) Unused Credits of this Article IV. The contact person representing the Facility has the right to request a change in the allocation of Bill Credits from the Facility to the Customers' account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XV below. The Company will provide notice to the designated contact person when any such request has been accepted by the Company or the basis for any denial of such request. Any such changes in Bill Credits to fixed or cascading allocations for existing customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request except that retroactive allocations shall be allowed to correct metering or allocation errors. Unused Credits on prior Customer accounts will remain with that Customer until either fully applied or their expiration in accordance with paragraph (C) below.

B. Priority of Bill Credit Application

If during a Billing Period, a Customer's Bill Credits are greater than zero (0), then the Customers' bill will be calculated and Bill Credits applied in accordance with this agreement. For each customer account identified in Exhibit 1 or Exhibit 2, current month Bill Credits will be applied to the amounts due on the account first before application of any Unused Credits. If the amount due on the account is greater than the current month Bill Credits plus all available Unused Credits for the account, the Customer will be billed on the remaining amount in excess of all applied Bill Credits and Unused Credits. Bill Credits in excess of the charges due on an account for any Billing Period will be added to the total Unused Credits amount for such account. If the cascading allocation method is selected, Unused Credits will be stored on the account listed first on Exhibit 2 and will be used in cascading order in subsequent billing periods. If Unused Credits are used during a Billing Period then the total Unused Credits will be reduced by an equivalent amount on a first in, first out basis.

C. Expiration of Unused Credits

As customers are invoiced each month, current month Bill Credits are first applied and then, if applicable, banked Unused Credits are drawn from the customer's bank. In applying banked Unused Credits to a Customer account, the oldest Unused Credits will always be

drawn from the account bank first. Unused Credits expire on a rolling 12-month basis. Accordingly, any Unused Credits that remain in the Customer account bank will be eliminated after the twelfth month and will not be applied against customer invoices. The Customer will receive no compensation for these eliminated Unused Credits. Bill Credits generated for an account that has been final billed are governed by Paragraph (F) below.

D. Charges

Bill Credits may be applied to all T&D and Supply charges regardless of type. The Customer is responsible for all charges, which are applicable and recovered by the Company, that are in excess of the customer's current month's Bill Credits plus Unused Credits if available.

E. Modifications to Bill Credit Allocations

Only the Customer's contact person or designee identified in Article XVI has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XVI. The contact person is required to inform the Company of any requested modifications to the agreement, including any changes to the allocation designations contained in Exhibit 1 or Exhibit 2, soon as possible. Requested changes that affect the application of Bill Credits for newly added customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Replacement of Final Billed Accounts (for Shared Financial Interest Arrangements)

This paragraph (F) applies only to Shared Financial Interest Customers that have a Financial Interest in the Facility. To ensure the uninterrupted allocation of credits following the final billing and deactivation of a Shared Financial Interest account, the Customer's contact person or designee identified in Article XVI is required to provide the Company with notification of any replacement accounts within thirty (30) days of receiving notice of an account's final billing. If the Shared Financial Interest Facility Account invoice is generated prior to that date, Credits that otherwise would have been allocated to the final billed account will be credited to the retail service account representing the physical location of the Facility. Such Credits will be subsequently reallocated to the designated replacement account(s) as directed by the Customer's contact person or designee identified in Article XVI.

If the Customer's contact person or designee identified in Article XVI fails to provide notification of a replacement account(s) within 30 days of notification of an account's final billing, then at the conclusion of such thirty (30) days, excess Credits allocated to the retail service account representing the physical location of the Facility will remain on that account and will not be manually transferred to a different account(s). If the terminating account is final billed on the scheduled meter read date of the retail service account representing the physical location of the Facility, the terminating account will receive Credits on its final bill. If the terminating account is final billed on any other date, the account will not receive Credits but would be eligible to receive any Unused Credits from prior Billing Periods.

G. Application of kWh and Financial Credits

If an individual customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation arrangement, the customer's consumption will first be reduced by any applicable kWh credits before financial credits are applied. Separate banks will be created for kWh and financial credits and each will expire based upon the terms applicable to each type of contract under which the credits are acquired.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in financial bill crediting with the Customers. It **does not** authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customer **may not operate** the Facility in parallel with the Company's system until the Company provides the Facility with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary to: 1) accomplish the billing as described in Article IV: Applying Financial Billing Credits of this Agreement; and 2) collect the applicable State of Maine sales tax on billed sales.

In the event that the Customer requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Customer billing in accordance with this Agreement, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business as provided in the Terms and Conditions § 12.9 of the Company's Electric Rate Schedule. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer. The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the Customer's request. The Company, at its sole discretion, may require advance payment from the Customer for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Customer billing. Revenue Quality Metering for generation applicable to Commercial or Institutional Tariff Rate billing will be in accordance with the Facility's Interconnection Agreement and the Chapter 324 Rule or NMISA Market Rules (as applicable).

ARTICLE VII: NMISA OBLIGATIONS

Facilities located in the Company's MPD are required to comply with NMISA Market Rules and Tariffs, as applicable. Load scheduling requirements pursuant to Section 2 of the NMISA Market Rules apply to all Facilities that generate Energy and Capacity in excess of 500

kW. To the extent that NMISA imposes obligations that are distinct from those described above, this Agreement may be modified to reflect those obligations.

A. Customer Obligations and Conditions

- a. Customer agrees to execute a Service Agreement with NMISA and become a Market Participant.
- b. Customer grants title to all Energy and Capacity produced by the Facility (net of any Energy and Capacity consumed behind the customer or facility meter) to the Company.
- c. The Customer shall comply with NMISA Market Rule 6, as applicable, and is responsible for providing notice to NMISA, the Company, or any entity designated by the Company of the schedules for all Maintenance Outages of the Facility, including the dates and expected duration of each such outage. In the event of a Forced Outage, the Customer shall comply with NMISA Market Rules 2 and 6.3, as applicable, and provide notice immediately upon becoming aware that a Forced Outage has occurred or is likely to occur to NMISA, the Company, or any entity designated by the Company. Such notice shall include, and is not limited to, emergency restoration details and the estimated time of restoration.
- d. The Customer shall be responsible for NMISA charges resulting from a failure to meet NMISA scheduling requirements, including the requirements for Balanced Schedules, resulting from the Customer's failure to comply with the obligations of Article VII.A.c. of this Agreement. The Company shall invoice the Customer for any charges associated with the scheduling imbalances within twenty (20) business days following the end of the month and the Customer shall pay the invoice not later than ten (10) business days of receipt of invoice.
- e. Prior to interconnection, the Customer shall provide to the Company and any entity designated by the Company the anticipated generation output of the Facility in MWh for each hour of the year, based upon the specific renewable energy technology installed and all Facility parameters. Customer shall use commercially reasonable efforts to ensure the accuracy of the forecasted output information provided.
- f. Customer authorizes NMISA to share the actual output of the Facility with the Company and Competitive Energy Providers, including Standard Offer Providers, serving customers in the MPD, through a secure site.

B. Company Obligations and Conditions

- a. The Company shall take title to all Energy and Capacity (net of any Energy and Capacity consumed behind the customer or facility meter) produced by the Facility.
- b. The Company assumes no responsibility for curtailment of the Facility.
- c. The Company assumes no liability for any market-related consequences that result from the operation of, or a failure thereof, experienced by the Facility.

ARTICLE VIII: ACCESS

The Company shall have the right of access to Customer's premises, as well as Facility, and to all property furnished by the Company installed therein, at all reasonable times during which service is provided to the Customer, and on its termination, for the purpose of reading meters, or installation, inspection and repair of equipment used in connection with its energy, or removing its property, or for any other proper purposes.

The Customer, at its expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer's property. If the Customer's property is secured by a gate, chain or similar device, the customer shall install the device to allow installation of a Company-owned lock for access to this property.

ARTICLE IX: BILLING ADJUSTMENTS AND MONTHLY REPORTING

(a) In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer (or designated agent, as applicable) will work together to correct the billing. Company and Customer (or designated agent, as applicable) shall work together in good faith to make the billing adjustment as soon as practicable and shall make every attempt to correct the billing within one (1) Billing Period from identification of the need for the billing adjustment.

If Bill Credits allocated were found to be lower than they should have been, the Company will perform a true-up and allocate the previously un-allocated Bill Credits during the next Billing Period. The Bill Credits will expire 12 months from the date they were allocated to the Customer(s).

If Bill Credits allocated were found to be higher than they should have been, the Company will perform a true-up and reduce the Bill Credits during the next Billing Period by the previously over-allocated Bill Credit amount.

If the Company and Customer cannot resolve the billing adjustment to their mutual satisfaction, they may commence the dispute resolution process in Article XVIII below.

(b) Until such time as the Company automates its billing system to provide such information directly on the Facility Account invoice, by the twentieth (20th) day of each month, following the month in which the Bill Credits are applied, the Company shall provide Customer with a report describing the allocation of Credits to Shared Financial Interest customers in the corresponding Billing Period. The data provided will include, for each customer account, the account number, and the percent allocation and Credit amount applied, as well as an indication of any of the accounts which were final billed and are consequently no longer active. The data will also include total Facility production, total value of Credits generated, and total value of Credits allocated to Shared Financial Interest customers' accounts.

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld: provided that either Party may assign this Agreement to an affiliate of said Party without prior written consent of the non-assigning Party. All assignees, pledgees or transferees shall assume all obligations of the Party assigning the Agreement. If this Agreement is assigned without the written consent of the non-assigning Party (except as otherwise provided above), the non-assigning Party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer have a Financial Interest in the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XII: BREACH; TERMINATION

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other Party (provided that, if the breaching Party has commenced and is diligently pursuing efforts to cure such breach, then such 30-day period shall be extended until the earlier of (i) 30 additional days or (ii) end of diligent efforts to cure the breach). In the event of any proceedings by or against either Party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other Party may terminate this Agreement.

If the Customer increases the capability or the capacity of the Facility to exceed 4.999 MW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date, the Company may terminate this Agreement.

ARTICLE XIII: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIV: MODIFICATION

Except as explicitly authorized herein, no modification to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

ARTICLE XV: NOTICES

All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be transmitted by the Party transmitting the communication, via first class mail, courier, overnight delivery service, or by electronic mail addressed to the other Party as follows:

To the Company:

Versant Power
P.O. Box 932
Bangor, ME 04402-0932
Attn: LEGAL NOTICES
Email: legalnotices@versantpower.com

To Customer:

Contact Person name Tim Polz
Contact Person Address 330 W. State Street Suite 1
City State zip Geneva, IL 60134
Contact Person Telephone 262-547-1200
Contact Person Email Address tim@sunvest.com

The Company and Customers, upon thirty (30) days written notice to the other in accordance with this Article, may change a name or addresses to which notices under this Agreement must be sent.

ARTICLE XVI: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

If, after the execution of this Agreement, any right or obligation of either Party under this Agreement is materially altered as the result of any change in applicable laws or regulations, the Parties agree to negotiate in good faith to amend this Agreement to conform to the revised law or regulation. If the Parties are unable to come to an agreement as to the appropriate amendment of this Agreement in the event of a change in applicable laws or regulations, then the Party whose right or obligation is materially altered as a result of such change in law or regulations may terminate this Agreement by providing the other Party with sixty (60) days prior written notice, in which case the Parties respective rights and obligations will be governed by the applicable revised law or regulation after such termination of this Agreement.

ARTICLE XVII: DISPUTE RESOLUTION

In the event of any dispute between the Parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute shall be referred to the Commission for resolution. To the extent that the Commission declines to resolve the dispute or lacks the jurisdiction to do so, the Parties may pursue any rights or remedies available at law or in equity and consistent with this Agreement in connection with the dispute.

ARTICLE XVIII: LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

ARTICLE XIX: INTEGRATION

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

ARTICLE XX: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XXI: CAPTIONS


All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, all as of the day and year first above written.

WITNESS

Commercial or Institutional Customer Name or Project Sponsor

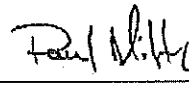
Cara Koontz

By: 

WITNESSES:

VERSANT POWER

Karen Bell

By: 

Paul Miller

Its: Vice President, Engineering and Operations

Exhibit 1 – Percentage Allocation

The sum of all percentages must equal 100%.		
Customer Name	Account No.	% Allocation
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

Exhibit 2 – Cascading Allocation

Customer Name	Account No.	Cascade Order
		1
		2
		3
		4
		5
		6
		7
		8
		9
		10

Note: The complete customer list only needs to be provided prior to the Commercial Operation Date of the Facility and can be included with the Net Energy Billing Application.

EXHIBIT B

Maine Required Consumer Disclosure Form for
Marketing NEB Tariff Rate Program Projects to “Small Commercial Customers”

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

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

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

You have received this document because you are a small commercial electricity customer and a project sponsor, <SunVest Solar, LLC>, is marketing such a Tariff Rate Net Energy Billing project to you.

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

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

1. Project Description

These project(s) you are offered are <solar> facilities of <~9.875MW-AC>, with a total annual estimated output of <~17,627MWhs>, located in <Easton & Limestone, ME>. They are expected to go into service per the <dates below>.

Project:	W-AC:	W-DC:	Implied Yr-1 Production (kWh):	Estimated In-Service Date:
Easton CSG 1, LLC	3,250,000	4,171,720	5,998,000	June 2023
Limestone CSG 1, LLC	3,750,000	4,409,600	6,450,000	Dec. 2023
Limestone CSG 2, LLC	2,875,000	3,555,240	5,179,000	Q1 2024
TOTALS:	9,875,000	12,136,560	17,627,000	-

2. General Description of Terms of Subscription

- You are being offered a <to be determined exact % based on finalized metering information from the applicable utility> share of each project's output for a term of <10 years>.
- Under this arrangement, you would receive a dollar credit on your monthly electricity bill based on your share the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is <\$0.230652/kWh for Small Commercial meters, \$0.225255/kWh for Medium Commercial meters, and \$0.255255/kWh for Large Commercial meters (<https://www.maine.gov/mpuc/regulated-utilities/electricity/neb>)>. At this current rate, the estimated value of this credit is approximately <See exhibit F of subscription contract> per month based on an assumption that your share of the project produces approximately <See exhibit F of subscription contract> kWh per month. This value will change with variations in electricity rates and the project's output, <and will vary month-to-month based on higher solar production in the summer versus the winter>. Note: You should not subscribe to a project share that produces more kWhs than your average kWh usage as any unused dollar credits will expire after 12 months.
- You would pay an up-front amount of <\$0>.
- You would pay a <monthly > fee of <85% of the NEB credit value applied to your bills>.

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

- Your <monthly> fee <may increase or decrease over time based on the annual pricing of the NEB credit rates by the Maine PUC>.
- You would be responsible for additional project costs related to:
<None>.
- At the end of the contract term, <the relationship between Owner and Subscriber ends, unless the parties mutually agree to extend the contract>.
- If you fail to make payments, <the owner may terminate the contract>.
- If you move within <Versant Maine Public District's> service territory, there is no fee to transfer your address.
- If you share your project with other customers, you may sell or transfer your share to anyone else in <Versant Maine Public District's> service territory that is qualified to participate in this program, <subject to Owner's underwriting approval>. A fee may apply.
- You <may> cancel this contract <subject to the terms and conditions of the Subscriber Agreement>. If you cancel this contract, a fee may apply.
- You <are not> entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

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

3. Additional Program Information

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

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

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

Project Sponsor Information

<SunVest Solar, LLC>

Phone number: <262-547-1200>

<N27W24025 Paul Ct., Suite 100>

<Pewaukee, WI 53072>

<jsaleh@sunvest.com>

Project Marketer Information (if applicable)

<N/A>

Phone number: <N/A>

<N/A>

<N/A>

<N/A>

Please note that the Project Sponsor, <SunVest Solar, LLC>, is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with <SunVest Solar, LLC> will not replace your obligations as a customer of <Versant Maine Public District's> and any fees paid to <SunVest Solar, LLC> are separate from payments and obligations you have as customers of <Versant Maine Public District's>.

If you have questions or want more information, see the renewable program information on the MPUC's website at <https://www.maine.gov/mpuc/regulated-utilities/electricity/renewable-programs>, MPUC Rule Chapter 313 (<https://www.maine.gov/mpuc/sites/maine.gov/mpuc/files/inline-files/Chapter313NEB.pdf>) or call the MPUC at 1-800-452-4699.

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

EXHIBIT C

Early Termination Fee Schedule

<u>Termination within XX year of Effective Date</u>	<u>Early Termination Fee</u>
1	\$0.015/kWh
2	None.
3	None.
4	None.
5	None.
6	None.
7	None.
8	None.
9	None.
10	None.
11	None.
12	None.
14	None.
15	None.
16	None.
17	None.
18	None.
19	None.
20	None.

EXHIBIT D

Maine PUC Chapter 313 – Customer Net Energy Billing Agreement Application



PUC Chapter 313 – Customer Net Energy Billing Agreement Application

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

Net Metering Customer

Customer Details

Account Name	Easton CSG 1, LLC	Email Address	tim@sunvest.com
Mailing Address	46.641723, -67.907513		
City, State, ZIP	Pewaukee, WI 53072	Telephone	262-547-1200

Facility Details

Facility Account No		Facility Service Address	46.641723, -67.907513 (Easton, ME)
Facility Size (AC kW)	3,250	Facility Fuel Type	Photovoltaic

Credit Type (Choose One)

- KWh Credit
- Tariff Rate Credit (C&I) Only

Ownership & Allocation Type (Choose one)

<input checked="" type="checkbox"/>	Single Ownership: Please sign at the bottom of the application and submit as requested	Allocation Type (Choose one)
<input type="checkbox"/>	Single Ownership Multi-account or Shared Financial Interest:	<input type="checkbox"/> Cascading
		<input checked="" type="checkbox"/> Percentage Allocation

Contact Person

Shared Financial Interest and Tariff Rate Crediting Agreements must select a single individual who is responsible for requesting, executing and complying with the provisions of the net energy billing agreement. Please fill in the following section and attach the required additional information required.

Contact information

Name	Tim Polz	Email	tim@sunvest.com
Address	46.641723, -67.907513	Telephone	630-842-7904

- Additional information needed.
- Provide documentation and certify that each shared financial interest (kWh or financial) customer has a valid financial interest in the shared facility. Examples include an ownership agreement, a lease agreement, power purchase agreement, or an affidavit from the project sponsor certifying that each customer has a financial interest which meets the requirements of Chapter 313, including a description of the type of financial interest.
 - Provide a list of owner names, account numbers and percentage allocations (see section 5). A complete list of owner names is required upon Commercial Operation Date and does not need to be completed to submit this application.
 - In Attachment 1, please provide customer data for each customer having a shared financial interest in the facility. This attachment will be required prior to Commercial Operation Date.

Multiple Account list

List accounts below in which excess energy will be allocated. If Cascading is chosen above, then no allocation % need to be identified. Please list the order in which you wish credits to be applied. The facility account must be listed in either type agreement. If Percentage Allocation is chosen, the sum of the percentages must equal 100 percent. With Single Ownership agreements all account names need to be in the same name prior to the In-Service date of the facility.

	Account #/Service #	Allocation %		Account #/Service #	Allocation %
1	TBD		6		
2			7		
3			8		
4			9		
5			10		

If more than 10 accounts are required please create an MS-Excel spreadsheet and submit with this application. Please include Customer Name, Account number and Allocation (cascading 1,2,3... or Percentage x.xxxx%). Note that for the Maine Public District, total accounts is capped at 10. Percent allocation is limited to five (5) decimal places and must sum to 100 percent.

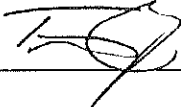


PUC Chapter 313 – Customer Net Energy Billing Agreement Application

Customer Net Energy Billing - Customer Signature and Affidavit

I hereby certify that the information provided in this Application is true and accurate. I agree to abide by the terms and conditions for a facility no larger than 4.999 MWAC, when the Small Generating Facility has been installed and have met all of the qualification requirements of Chapter 313.

Customer Signature

Title	Signature	Date
Manager		2/18/2021

Additional Requirement

At the conclusion of the installation process a Certificate of Completion must be completed and received by Emera Maine. This form can be found with the Chapter 324 Forms and Agreements at <https://www.emeramaine.com> under Energy Solutions/Connecting Renewable Resources/Small Generator Interconnection Procedures.

Completed Net Metering Application can be sent via Email/Mail or fax to :

Email dginterconnections@versantpower.com
 Fax or fax to (207) 990-6990
 Address Emera Maine
 Attention: DG Interconnections
 PO Box 932
 Bangor, ME 04402-0973

For any questions please call either Denise Platt at (207) 973-2607 or Joe Wilcox at (207) 629-2541.



PUC Chapter 313 – Customer Net Energy Billing Agreement Application

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

Net Metering Customer

Customer Details

Account Name	Limestone CSG 1, LLC	Email Address	ckoontz@sunvest.com
Mailing Address	N27 W24025 Paul Ct. Suite 100		
City, State, ZIP	Pewaukee, WI 53072	Telephone	262-547-1200

Facility Details

Facility Account No		Facility Service Address	46.9165327 -67.8552575
Facility Size (AC kW)	3.750	Facility Fuel Type	Photovoltaic

Credit Type (Choose One)

- KWh Credit
- Tariff Rate Credit (C&I) Only

Ownership & Allocation Type (Choose one)

<input type="checkbox"/>	Single Ownership: Please sign at the bottom of the application and submit as requested	Allocation Type (Choose one)
<input checked="" type="checkbox"/>	Single Ownership Multi-account or Shared Financial Interest:	<input type="checkbox"/> Cascading <input type="checkbox"/> Percentage Allocation

Contact Person

Shared Financial Interest and Tariff Rate Crediting Agreements must select a single individual who is responsible for requesting, executing and complying with the provisions of the net energy billing agreement. Please fill in the following section and attach the required additional information required.

Contact information

Name	Cara Koontz	Email	ckoontz@sunvest.com
Address	N27 W24025 Paul Ct. Suite 100	Telephone	262-547-1200

Additional information needed.

- Provide documentation and certify that each shared financial interest (kWh or financial) customer has a valid financial interest in the shared facility. Examples include an ownership agreement, a lease agreement, power purchase agreement, or an affidavit from the project sponsor certifying that each customer has a financial interest which meets the requirements of Chapter 313, including a description of the type of financial interest.
- Provide a list of owner names, account numbers and percentage allocations (see section 5). A complete list of owner names is required upon Commercial Operation Date and does not need to be completed to submit this application.
- In Attachment 1, please provide customer data for each customer having a shared financial interest in the facility. This attachment will be required prior to Commercial Operation Date.

Multiple Account List

List accounts below in which excess energy will be allocated. If Cascading is chosen above, then no allocation % need to be identified. Please list the order in which you wish credits to be applied. The facility account must be listed in either type agreement. If Percentage Allocation is chosen, the sum of the percentages must equal 100 percent. With Single Ownership agreements all account names need to be in the same name prior to the In-Service date of the facility.

	Account #/Service #	Allocation %		Account #/Service #	Allocation %
1			6		
2			7		
3			8		
4			9		
5			10		

If more than 10 accounts are required please create an MS-Excel spreadsheet and submit with this application. Please include Customer Name, Account number and Allocation (cascading 1,2,3... or Percentage x.xxxxx%). Note that for the Maine Public District, total accounts is capped at 10. Percent allocation is limited to five (5) decimal places and must sum to 100 percent.



PUC Chapter 313 – Customer Net Energy Billing Agreement Application

Customer Net Energy Billing - Customer Signature and Affidavit

I hereby certify that the information provided in this Application is true and accurate. I agree to abide by the terms and conditions for a facility no larger than 4.999 MWAC, when the Small Generating Facility has been installed and have met all of the qualification requirements of Chapter 313.

Customer Signature

Title	Signature	Date
Associate Developer	<i>Cara Koontz</i>	8/18/2021

Additional Requirement

At the conclusion of the installation process a Certificate of Completion must be completed and received by Emera Maine. This form can be found with the Chapter 324 Forms and Agreements at <https://www.emeramaine.com> under Energy Solutions/Connecting Renewable Resources/Small Generator Interconnection Procedures.

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Address Emera Maine
 Attention: DG Interconnections
 PO Box 932
 Bangor, ME 04402-0973

For any questions please call either Denise Platt at (207) 973-2607 or Joe Wilcox at (207) 629-2541.



PUC Chapter 313 – Customer Net Energy Billing Agreement Application

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

Net Metering Customer				
Customer Details				
Account Name	Limestone CSG 2, LLC	Email Address	ckoontz@gmail.com	
Mailing Address	N27 W24025 Paul Ct. Suite 100			
City, State, ZIP	Pewaukee, WI 53072	Telephone	262-547-1200	
Facility Details				
Facility Account No		Facility Service Address	46.928669 -67.832687	
Facility Size (AC kW)	2,870	Facility Fuel Type	Photovoltaic	
Credit Type (Choose One)				
<input type="checkbox"/> kWh Credit				
<input checked="" type="checkbox"/> Tariff Rate Credit (C&I) Only				
Ownership & Allocation Type (Choose one)				
<input type="checkbox"/> Single Ownership: Please sign at the bottom of the application and submit as requested				
<input checked="" type="checkbox"/> Single Ownership Multi-account or Shared Financial Interest:			Allocation Type (Choose one)	
			<input type="checkbox"/> Cascading	
<input checked="" type="checkbox"/> Percentage Allocation				
Contact Person				
Shared Financial Interest and Tariff Rate Crediting Agreements must select a single individual who is responsible for requesting, executing and complying with the provisions of the net energy billing agreement. Please fill in the following section and attach the required additional information required.				
Contact Information				
Name	Cara Koontz	Email	ckoontz@gmail.com	
Address	N27 W24025 Paul Ct. Suite 100		Telephone	262-547-1200
Additional information needed				
<ul style="list-style-type: none"> Provide documentation and certify that each shared financial interest (kWh or financial) customer has a valid financial interest in the shared facility. Examples include an ownership agreement, a lease agreement, power purchase agreement, or an affidavit from the project sponsor certifying that each customer has a financial interest which meets the requirements of Chapter 313, including a description of the type of financial interest. Provide a list of owner names, account numbers and percentage allocations (see section 5). A complete list of owner names is required upon Commercial Operation Date and does not need to be completed to submit this application. In Attachment 1, please provide customer data for each customer having a shared financial interest in the facility. This attachment will be required prior to Commercial Operation Date. 				
Multiple Accounts List				
List accounts below in which excess energy will be allocated. If Cascading is chosen above, then no allocation % need to be identified. Please list the order in which you wish credits to be applied. The facility account must be listed in either type agreement. If Percentage Allocation is chosen, the sum of the percentages must equal 100 percent. With Single Ownership agreements all account names need to be in the same name prior to the In-Service date of the facility.				
	Account #/Service #	Allocation %	Account #/Service #	Allocation %
1			6	
2			7	
3			8	
4			9	
5			10	
If more than 10 accounts are required please create an MS-Excel spreadsheet and submit with this application. Please include Customer Name, Account number and Allocation (cascading 1,2,3... or Percentage x,xxxxx%). Note that for the Maine Public District, total accounts is capped at 10. Percent allocation is limited to five (5) decimal places and must sum to 100 percent.				



PUC Chapter 313 – Customer Net Energy Billing Agreement Application

Customer Net Energy Billing – Customer Signature and Affidavit

I hereby certify that the information provided in this Application is true and accurate. I agree to abide by the terms and conditions for a facility no larger than 4.999 MWAC, when the Small Generating Facility has been installed and have met all of the qualification requirements of Chapter 313.

Customer Signature

Title	Signature	Date
Project Associate Developer	<i>Cara Koontz</i>	10/14/2021

Additional Requirement

At the conclusion of the installation process a Certificate of Completion must be completed and received by Emera Maine. This form can be found with the Chapter 324 Forms and Agreements at <https://www.emeraine.com> under Energy Solutions/Connecting Renewable Resources/Small Generator interconnection Procedures.

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 Bangor, ME 04402-0973

For any questions please call either Denise Platt at (207) 973-2607 or Joe Wilcox at (207) 629-2541.

EXHIBIT E

Form of Subscriber Estoppel Certificate

_____ (“Project Company”) and _____ (“Subscriber”) are parties to that certain Maine Net Energy Billing Tariff Rate Project Subscription Agreement, and all other exhibits attached thereto, dated _____ (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

Subscriber provides this Subscriber Estoppel Certificate dated _____ and hereby represents as of the date hereof to the purchaser as follows:

1. Subscriber has all requisite power and authority to (a) enter into and to perform its obligations hereunder and under the Agreement, and (b) to carry out the terms hereunder and under the Agreement;
2. The Agreement is in full force and effect and has not been modified or amended in any way and, along with this Estoppel, constitutes the entire agreement between Subscriber and Project Company with respect to the solar Project, and to Subscriber’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either party under the Agreement or which would otherwise permit either party to suspend or terminate its obligations under the Agreement.
3. All representations made by Subscriber in the Agreement were and remain true and correct in all material respects.
4. There are no actions pending against Subscriber under the bankruptcy or any similar laws of the United States or any state.
5. Subscriber is not aware of any ongoing event, act, circumstance, or condition constituting a Force Majeure Event under the Agreement.
6. Project Company does not owe any indemnity payments to Subscriber, Subscriber has no existing counterclaims, offsets, or defenses against Subscriber under the Agreement.
7. The Subscriber had the necessary authorizations to enter into the Agreement, and the individual(s) that executed the Agreement on behalf of the Subscriber were authorized to do so.
8. There are no proceedings pending or, to Subscriber’s knowledge, threatened against or affecting Subscriber which could reasonably be expected to have a material impact on the ability of Subscriber to perform its obligations pursuant to the Agreement.
9. This Estoppel shall be governed by and construed in accordance with the laws of the State of Maine without regard to the conflicts of law principles thereof.

Subscriber has caused this Estoppel Certificate to be executed by its authorized representative as of the date first set forth above.

By: _____

Name: _____

Title: _____

APPROVED THIS _____ day of _____, 20____

Subscriber

EXHIBIT F

Projected monthly energy usage of Subscriber

METER INFORMATION																					
Item:	Account Number:	Meter Number:	Rate Tariff:	MIS Code Description:	Company Applicable (2022) MIS Code:	2022-2023 3-Spend (04-22 thru 03-23)	Subscription Size (Yr kWh) as of 2023-03-31	Subscription Size (Yr kWh) as of 2023-03-31	Unit of Measure:	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	
"Port Kent Reg'd of Dec'd"	0000000002	65431	Service 1 Rate Code C	Small Commercial	SM184707	\$4,066.46	22,032	19,829	kWh	\$391	\$360	\$345	\$321	\$337	\$411	\$316	\$365	\$410	\$375	\$349	\$301
"Chillico Courthouse"	0000000005	99571-3	Service 1 Rate Code C	Small Commercial	SM184707	\$29,579.37	169,142	144,128	kWh	1,426	1,702	1,647	1,521	1,589	2,027	1,896	2,039	1,852	1,717	1,466	
					TOTALS	\$33,645.83	191,174	163,957													