

# Town of West Bath Public Meeting Notice

**Select Board:** Kathleen Lavallee, Chair  
Suzanne Andresen  
Madelyn Hennessey

**Town Administrator:** Kristine Poland

**Town Clerk:** Karly Perry

**A meeting of the West Bath Select Board** will be held **Thursday December 1, 2022, at 5:30 pm at the West Bath Town Hall**, 219 Fosters Point Road.

## Tentative Agenda

- I. Call to Order
- II. Attendance and Establishment of Quorum
- III. Pledge of Allegiance
- IV. Consent Agenda
  1. Approval of Minutes:
    - a. November 17, 2022
  2. Approval of Warrant(s):
    - a. Municipal
    - b. School
  3. Upcoming Select Board Meeting(s):
    - a. Thursday January 5, 2023, at 5:30 pm at West Bath Town Hall
- V. Select Board Comments/Announcements
- VI. Business Items
  1. Elect a Chair
  2. Bull Rock Road Reconstruction, project review
  3. Walden Renewables, revised lease
  4. Committee appointments
  5. 2023 Holiday and Office Closure Schedule
  6. Town Administrator's report
  7. Future agenda items
- VII. Public Comment
- VIII. *Executive session pursuant to 1 M.R.S. Chapter 13 § 405 (6) (A) to discuss a personnel matter.*
- IX. Adjournment





# Select Board Meeting Minutes 11/17/2022



**Town of West Bath  
Selectmen Meeting Minutes  
Thursday, November 17, 2022**

**Town of West Bath** Kathleen Lavallee, Chair - Present  
**Select Board:** Suzanne Andresen - Present  
Madelyn Hennessey - Present

**Town Staff Present:** Kristine Poland, Town Administrator  
Karly Perry, Town Clerk  
Ron Beal, Assessing Agent

**Public:** John Belanger, Bob Bresnahan, David Hennessey, Matt Kennedy, Dale Knapp  
Kathy Perry, Keith Perry

A meeting of the Select Board was held at the West Bath Fire Hall on **Thursday, November 17, 2022, at 5:30 pm.**

- I. CALL TO ORDER at **5:30 pm**
- II. ATTENDANCE AND ESTABLISHMENT OF QUORUM – **Yes**
- III. PLEDGE OF ALLEGIANCE
- IV. CONSENT AGENDA
  1. Approval of Minutes:
    - a. November 3, 2022
  2. Approval of Warrant(s):
    - a. Municipal
    - b. School
  3. Upcoming Board of Selectmen Meeting(s):
    - a. Thursday, December 1, 2022, at 5:30 pm  
**Municipal Officer Hennessey, seconded by Municipal Officer Andresen, moved to approve the warrants as presented. Select Board unanimously approved.**
- V. SELECT BOARD COMMENTS/ANNOUNCEMENTS:

Municipal Officer Hennessey noted that the election was well run and acknowledged the Town Clerk for her work, to which Ms. Perry attributed the success to her volunteers for their dedication to the Town.
- VI. BUSINESS ITEMS (Acting as the Select Board)
  1. **Elect a Chair**

**Municipal Officer Hennessey nominated Municipal Officer Lavallee as chair.**  
Municipal Officer Andresen stated that she would like to be considered as chair. She then noted that other municipalities rotate the position of chair in order to allow the outgoing officer to act as chair. Municipal Officer Andresen suggested that because she missed the opportunity to serve before reelection that she be allowed to serve as chair for the coming year.  
**Municipal Officer Lavallee, seconded by Municipal Officer Andresen to table the discussion to the next meeting. Select Board unanimously approved.**
  2. **Walden Renewables, Prospective Solar Project on Town Property**

Town Attorney Mark Bower of Jensen Baird introduced himself to the meeting. He then reviewed progress made regarding a proposed contract between Walden Renewables and the Town, which has been accepted by Walden with the exception of a provision for a base rent for land, to which they defaulted to the original proposal due to the size of the proposed project of approximately 10 acres (5 on Town property, 5 on abutting land). Atty. Bower described the area to be utilized as the back parcel adjacent to the abutting landowner. He then concluded by noting that aside from the floor rent, all other terms have been agreed to.

Municipal Officer Andresen confirmed that the remaining land could be used by the Town.

Municipal Officer Hennessey asked what the original project size proposed was, to which no size had been determined up to this point as land surveying was required in order to determine the amount of usable land.

Matt Kennedy, representative of Walden Renewables, introduced himself and associate Dale Knapp. He then reviewed the changes to Maine's solar program which has reduced the allowable project size. Mr. Kennedy noted that a contract has been signed with Central Maine Power (CMP) and land surveys have also been completed. He referenced a map noting wetlands, streams, and a significant vernal pool, as well as steep slopes throughout the property. Mr. Kennedy stated that the rate given to the Town is competitive and that the low visibility of the site makes the location ideal for solar usage. He concluded by reviewing an access road which would be built by Walden in order to build and service solar panels, stating that this road could be utilized by the Town making the property more attractive to potential businesses.

Municipal Officer Andresen asked for more details on the area to be used to which Mr. Kennedy approached the Board and reviewed the map in more detail while Mr. Knapp reviewed the property with the public in attendance.

Municipal Officer Andresen asked Atty. Bower if (hypothetically) the State were to increase the project threshold if the Town would be able to take advantage of this by increasing the project size. Atty. Bower confirmed that the contract is based on a rate fee and would allow for the Town to increase both the acreage and the revenue.

Municipal Officer Andresen asked Mr. Kennedy how much of the leased acreage would be utilized. Mr. Kennedy confirmed that Walden will maximize usable area. He then noted that should there be a change in State law, it would unlikely that the project would increase due to the contracts and licensing, however an increase would require renegotiation with the Town.

Municipal Officer Andresen opened the floor to public comment.

John Belanger asked if there would be perimeter cutting. Mr. Knapp confirmed that there would be cutting within the leased area. Mr. Belanger asked what buffer screening would be put in place, to which Mr. Knapp reviewed State requirements for screening from abutters.

Bob Bresnahan confirmed that the access road would be open to the public, which Mr. Kennedy confirmed that the access road would be public. Mr. Bresnahan then asked if the project could be resold, which Mr. Kennedy confirmed it is common for solar projects to be sold, however any lease agreements in place would need to be honored by the purchaser. Mr. Bresnahan asked what the life span for solar panels is, which Mr. Kennedy stated is approximately 40 years.

Atty. Bower then spoke to State requirements which include a decommissioning plan and a financial assurance clause for removing panels once the project is no longer being utilized.

Mr. Belanger asked if the power line to be installed would be open for residents to attach to. Mr. Knapp stated that the line would be project-owned and not accessible by the general public unless an agreement is reached with the project owner.

Municipal Officer Lavalley asked where the Board should go from here, to which Municipal Officer Andresen asked if the Board would like more time to consider the proposal.

David Hennessey asked how long the access road would be. Mr. Kennedy stated the road would be approximately 1500')

Mr. Knapp noted that there is a clause for a minimum floor for the tax base, which Atty. Bower confirmed in Section 6.A of the lease would leave Walden responsible for paying the difference in taxes should the taxes be less than \$3500 per megawatt.

Keith Perry asked if the access road would be plowed. Mr. Kennedy stated that this would be dependent on public safety and community expectations.

**Municipal Officer Hennessey moved to authorize Walden to continue to develop plans.**

Atty. Bower suggested a motion to approve the project as presented.

Municipal Officer Andresen asked if the land would be surveyed. Mr. Kennedy confirmed that a formal survey of the property will be completed as part of the agreement. Municipal Officer Andresen asked for the survey to include a line of impediment for the project to ensure that surrounding land could be utilized without breach of contract. Town Administrator Kristine Poland stated that she will provide Walden Renewables with contact information for Sagadahoc County in order for coordination of a proposed communication tower.

Atty. Bower reviewed the notes for the contract which include exclusivity language. He noted that all land disturbed will be within the leased area. Discussion followed on a Town land as a potential site for a future communications tower for Sagadahoc County.

**Municipal Officer Hennessey, seconded by Municipal Officer Lavallee, moved to have the Town Attorney draw up a final contract and encouraged Walden Renewables to move forward with the project. Select Board unanimously approved.**

**3. Winter Road Maintenance Agreement, Request for Amendment**

Municipal Officer Lavallee reviewed a request by JR Hill to amend the winter road maintenance agreement due to the rising cost of fuel and supplies. Mr. Hill is requesting an additional \$400/mil for the 2022/23 contract year.

Municipal Officer Lavallee noted that Mr. Hill could not be in attendance, then expressed her support noting that the proposal is comparable to that offered by Phippsburg.

David Hennessey expressed his support for the increase.

Mrs. Poland spoke to the increased cost of supplies and noted that winter plowing may exceed the budgeted amount if necessary.

Mr. Hennessey confirmed that there is unused sand and salt leftover from last year's contract.

**Municipal Officer Lavallee, seconded by Municipal Officer Hennessey, moved to approve the additional cost of \$10,800 for the Winter Road Maintenance Agreement. Select Board unanimously approved.**

**4. Town Administrator's Report**

Mrs. Poland confirmed the dates of upcoming Select Board meetings for the purpose of conducting Executive Sessions:

November 29 at 6pm with the Town Attorney

November 30 at 6pm requested by Darlene Estabrook

December 1 following the Select Board meeting, requested by Ron Beal.

The Select Board agreed that all dates are acceptable.

**5. Future Agenda Items**

The Select Board reviewed the December calendar, with Municipal Officer Lavallee confirming that the Board will meet on Thursday, December 1<sup>st</sup>.

**Municipal Officer Lavallee, seconded by Municipal Officer Andresen, moved to postpone any additional meetings. Select Board unanimously agreed.**

VI. BUSINESS ITEMS  
**Requests for Abatement**

**1. Sheila Youmans, 31 Steep Road, Tax Map R06 Lot 73C**

Assessing Agent Ron Beal introduced the abatement requested because a barn that was assessed was removed prior to April 1, 2022.

**Municipal Officer Hennessey, seconded by Municipal Officer Andresen, moved to grant the abatement for Sheila Youmans, 31 Steep Road, Map R06 Lot 73, in the amount of \$81.32. Select Board unanimously approved.**

**2. Jay Paris Jr. and Phyllis Paris, Sabino Road, Tax Map R06 Lot 43C**

Mr. Beal reviewed the abatement request due to a 0.32-acre overage as proven by a survey provided by Mr. and Mrs. Paris.

**Municipal Officer Hennessey, seconded by Municipal Officer Andresen, moved to grant the abatement for Jay and Phyllis Paris, Map R06 Lot 43C, in the amount of \$25.68. Select Board unanimously approved.**

**3. Jeremy Buckingham and Jennifer Buckingham, 8 Campbells Pond Road, Tax Map R06 Lot 1-A1**

Mr. Beal reviewed the abatement request stating that the owners were assessed for two acres when in fact they only own one acre.

**Municipal Officer Hennessey, seconded by Municipal Officer Andresen, moved to grant the abatement for Jeremy and Jennifer Buckingham, 8 Campbells Pond Road, Map R06 Lot 1-A1, in the amount of \$65.27. Select Board unanimously approved.**

**4. Koree Wallace and Sara Cunningham, Granite Ridge Road, Tax Map R02 Lot 17B**

Mr. Beal reviewed the abatement request noting that acreage was inaccurate due to a sale which was not recorded with the Registry of Deeds.

**Municipal Officer Hennessey, seconded by Municipal Officer Andresen, moved to grant the abatement for Koree Wallace and Sara Cunningham, Granite Ridge Road, Map R02 Lot 17B, in the amount of \$8434.42. Select Board unanimously approved.**

VII. PUBLIC COMMENT

David Hennessey asked what the status of the sign for the Fire Department was, to which Ms. Perry confirmed that the sign had been ordered.

Municipal Officer Lavalley asked for the status of the Sabino Landing signage, to which Mrs. Poland agreed to act upon as requested by the Board.

VIII. ADJOURNMENT

**Municipal Officer Lavalley, seconded by Municipal Officer Andresen, moved to adjourn Select Board adjourned by unanimous acclamation at 6:40 pm.**

A true attested copy,

---

Karly A. Perry, Town Clerk

**Business Item 1**  
**Elect a Chair**

The Municipal Officers must choose among themselves who will be chair. If the Municipal Officers are unable to choose, the Town Clerk will choose “by lot” per Maine law [30-A MRS § 2526 (4) (D) (1)].



36 of 614

This also can be done by charter. In any case, unless a town-approved ordinance or a vote of the board has delegated power to one member to act for the board, that person has no power to take action on behalf of the board which would otherwise require a board vote.

**Chair of the Board of Municipal Officers**

Regardless of how or whether the various seats on the board are distinguished, it is necessary to have a board chair. A charter or ordinance may designate how the board chair is selected. Otherwise, the municipal officers must choose among themselves who will be chair. Where the board of municipal officers cannot choose their own chair, the town clerk chooses the chair by lot 30-A M.R.S.A. § 2526(4)(D)(1). ("By lot" means by a random choice, or "lottery"—drawing straws or picking a name or number from a container.) State law does not discuss the powers and duties of the chair, so each board should either adopt rules which clarify the chair's role or ask the voters to adopt an ordinance covering this issue.

**Conflict of Interest**

In order to monitor their own behavior as well as the behavior of all the other officials in the municipality, the municipal officers should be aware of the provisions of law governing "conflict of interest."

chav Highlight Off Match Case Match Diacritics Whole Words 3 of 74 matches

33°F Mostly cloudy 10:24 AM 11/18/2022



**§2526. Choice and qualifications of town officials**

Unless otherwise provided by charter, the following provisions apply to the choice and qualifications of town officials. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Manner of election.** In a town with a population greater than 4,000, according to the last Federal Decennial Census, election shall be by plurality. Except as provided in section 2528, subsection 10, in a town with a population of 4,000 or under, election shall be by majority. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**2. Appointment in writing.** The appointment of any town official or deputy must be in writing and shall be signed by the appointing party. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**3. Qualifications.** In order to hold a municipal office, a person must be a resident of the State, at least 18 years of age and a citizen of the United States.

A. In order to hold office as a member of a select board, a person must be a voter in the town in which that person is elected. [PL 2021, c. 275, §26 (AMD).]  
[PL 2021, c. 275, §26 (AMD).]

**4. Select boards and overseers.** The following provisions apply to select boards and overseers.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether 3, 5 or 7 will be elected to each board and their terms of office.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, 3 must be elected. If a town fails to fix the term, it is for one year. [PL 2021, c. 275, §27 (AMD).]

B. When others have not been elected, the select board shall serve as board of overseers. [PL 2021, c. 275, §27 (AMD).]

C. A member of the select board may also serve as a member of the board of assessors. [PL 2021, c. 275, §27 (AMD).]

D. A town, in electing members of the select board and overseers, may designate one of them as chair of the board.

(1) If no person is designated as chair, the board shall elect by ballot a chair from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chair by lot. [PL 2021, c. 275, §27 (AMD).]

E. If the town fails to fix the compensation of these officials at its annual meeting, they are entitled to \$10 each per day for every day actually and necessarily employed in the service of the town. [PL 2021, c. 275, §27 (AMD).]  
[PL 2021, c. 275, §27 (AMD).]

**5. Assessors.** The following provisions apply to assessors.

A. A town may determine at a meeting of its legislative body held at least 90 days before the annual meeting whether a single assessor will be appointed under subparagraph (3) or a board of 3, 5 or 7 will be elected and the term of office of the assessor or assessors. In towns where the municipal legislative body is the town meeting, the determination is effective only if the total number of votes

cast for and against the determination equals or exceeds 10% of the number of votes cast in the town at the last gubernatorial election.

- (1) Once a determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.
  - (2) If a town fails to fix the number, 3 shall be elected. If a town fails to fix the term, it is for one year.
  - (3) When a town has chosen a single assessor under this paragraph, the select board shall appoint the assessor for a term not exceeding 5 years. [PL 2021, c. 275, §28 (AMD).]
- B. In addition to the method provided by paragraph A and notwithstanding the provision of any town charter to the contrary, the municipal officers of any town, or the municipal officers of 2 or more towns acting jointly, may enact an ordinance providing for a single assessor. The municipal officers shall appoint the assessor for a term not exceeding 5 years.
- (1) Seven days' notice of the meeting at which the ordinance is to be proposed shall be given in the manner provided for town meetings.
  - (2) In towns where the municipal legislative body is the town meeting, the ordinance is effective immediately after the next regular town meeting if enacted at least 90 days before the meeting. The ordinance stands until revoked by the municipal legislative body or the municipal officers at a meeting held at least 90 days before the annual town meeting. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- C. When a town has not elected a full board of assessors, the members of the select board shall serve as assessors as provided in Title 36, section 703. A member of the select board who is an assessor pursuant to this paragraph and Title 36, section 703 or any person who serves as both a member of the select board and a tax assessor may resign the position of assessor without resigning office as a member of the select board. The position of assessor must then be filled by appointment pursuant to section 2602, subsection 2. A person elected to the State Legislature who resigns the position of assessor pursuant to this paragraph may continue to serve concurrently as a member of the select board and member of the State Legislature. If a person who is serving in the State Legislature or in another office incompatible with the position of assessor resigns the position of assessor pursuant to this paragraph before that person has performed any duties as tax assessor, that person may not be deemed to have vacated the previously held position of State Legislator or other office that is incompatible with the office of assessor. [PL 2021, c. 275, §29 (AMD).]
- D. A town, if it elects a board of assessors, may designate one member as chairman of the board.
- (1) If no person is designated as chairman, the board shall elect by ballot a chairman from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chairman by lot. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- E. If the town fails to fix the compensation of assessors at its annual meeting, they shall be paid \$10 each per day for every day actually and necessarily employed in the service of the town. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- F. This subsection does not apply to any municipality which is incorporated into a primary assessing area. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. Notwithstanding any other law when a vacancy occurs on an elected board of assessors, the municipal officers shall fill that vacancy as provided in section 2602, subsection 2. [PL 1991, c. 270, §2 (NEW).]

[PL 2021, c. 275, §§28, 29 (AMD).]

**6. Board of assessment review.** The following provisions apply to a board of assessment review.

A. Any municipality may adopt a board of assessment review at a meeting of its legislative body held at least 90 days before the annual meeting. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The board of assessment review consists of 3 members and 2 alternates appointed by the select board. The municipality, when adopting such a board, may fix the compensation of the members. Initially, one member must be appointed for one year, one member for 2 years and one member for 3 years, and one of the alternates must be appointed for one year and one alternate for 2 years. Thereafter, the term of each new member or alternate is 3 years. [PL 2021, c. 275, §30 (AMD).]

C. Any town adopting a board of assessment review may discontinue the board by vote in the same manner and under the same conditions as in adopting the board. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Municipalities may provide by ordinance for a board of assessment review consisting of 5 or 7 members and up to 3 alternates. The terms of office of members and alternates may not exceed 5 years and initial appointments must be such that the terms of office of no more than 2 members or alternates will expire in any single year. [PL 1991, c. 235 (AMD).]

E. Any town, by ordinance, may designate a board of appeals appointed under section 2691 as the board of assessment review. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. A board of assessment review shall annually elect from its membership a chairman and a secretary. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. The procedure of a board of assessment review is governed by section 2691, subsection 3. [PL 2003, c. 510, Pt. A, §26 (AMD).]

H. This subsection does not apply to any municipality which is incorporated into a primary assessing area. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[PL 2021, c. 275, §30 (AMD).]

**7. Road commissioners.** The following provisions apply to road commissioners.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether one or more road commissioners will be chosen and the term of office which may not exceed 3 years.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, one shall be chosen. If a town fails to fix the term, it is one year. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A road commissioner appointed by the select board may be removed from office for cause by the select board. [PL 2021, c. 275, §31 (AMD).]

C. The select board may act as a board of road commissioners. [PL 2021, c. 275, §32 (AMD).]  
[PL 2021, c. 275, §§31, 32 (AMD).]

**8. Treasurers and tax collectors.** Treasurers and tax collectors of towns may not simultaneously serve as municipal officers or as elected or appointed assessors until they have completed their duties and had a final settlement with the town.

A. The same person may serve as treasurer and tax collector of a municipality. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]  
[PL 2009, c. 57, §1 (AMD).]

**9. Sworn in.** Before assuming the duties of office, a town official or deputy shall be sworn by the moderator in open town meeting, by the clerk, or by any other person authorized by law to administer an oath, including a notary public or dedimus justice.

A. Unless the oath is administered in the clerk's presence, the person who administers it shall give the official or deputy sworn a certificate, which must be returned to the clerk for filing. The certificate must state:

- (1) The name of the official or deputy sworn;
- (2) The official's or deputy's office;
- (3) The name of the person who administered the oath; and
- (4) The date when the oath was taken. [PL 2003, c. 510, Pt. A, §27 (RPR).]

B. The clerk shall be sworn to accurately record the votes of town meetings and to discharge faithfully all the other duties of that office, until another clerk is elected and sworn. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. After the town meeting, the clerk shall immediately issue a warrant directed to a constable containing the names of persons chosen for office who have not been sworn.

- (1) The constable shall immediately summon the named persons to appear before the clerk within 7 days from the time of notice to take the oath of office.
- (2) The constable shall make a return immediately to the clerk.
- (3) The town shall pay the constable a reasonable compensation for these services. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The clerk shall record the election or appointment of each official or deputy, including the clerk's own, and the other information specified in paragraph A. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. A record by the clerk that a person was sworn for a stated town office is sufficient evidence that the person was legally sworn for the office. The entire oath need not be recorded. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]  
[PL 2003, c. 510, Pt. A, §27 (AMD).]

**SECTION HISTORY**

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§A17,C8,10, D3 (AMD). PL 1991, c. 235 (AMD). PL 1991, c. 270, §§1,2 (AMD). PL 2003, c. 234, §1 (AMD). PL 2003, c. 510, §§A26,27 (AMD). PL 2009, c. 57, §1 (AMD). PL 2021, c. 275, §§26-32 (AMD).

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

*All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the Second Regular Session of the 130th Maine Legislature and is current through October 1, 2022. The text is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.*

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.



**Business Item 2**

**Bull Rock Road Reconstruction, review**

The Road Committee requested review of the project. A large set of plans will be provided at the meeting. The applicable contract and change order are included in the packet.

Minutes of the committee's November 21 meeting and the Road Committee Purpose are also provided for informational purposes.



**SECTION 2-C  
CONTRACT AGREEMENT - SHORT FORM**

THIS AGREEMENT made the 13<sup>th</sup> day of **June, 2022**, by and between the **Town of West Bath** duly authorized and empowered by virtue of the laws of the State of Maine hereinafter called the Owner and **Reno's Excavation, LLC** hereinafter called the Contractor.

WITNESSETH,

That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1, SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all the work described in the specifications entitled:

**Bull Rock Road Reconstruction  
West Bath, Maine**

Prepared by Pine Tree Engineering, Inc. acting as and in these contract documents entitled the Engineer, and shall do everything required by this Agreement, the general conditions and special provisions of the contract, the specifications and the drawings.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before **July 15, 2022**.

*30  
Kap  
Reno  
SR*

ARTICLE 3, THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided by approved change orders in current funds as follows: **\$141,145.00**.

ARTICLE 4, CONTRACT BONDS

The Contractor shall furnish the Owner the approved payment and performance bonds (as per Article 27 of the standard general conditions) in the amount of 100% of the contract amount.

ARTICLE 5, LIQUIDATED DAMAGES (per Article 42 of the standard general conditions)

If the Contractor should fail to complete the work on or before the time set forth in the contract documents plus approved time extensions, the Owner may retain as amount equal to **\$250.00** per day for damages caused by failure to complete the work within the approved time.

## ARTICLE 6, PAYMENTS

CONTRACTOR shall submit Applications for Payment in accordance with Article 24 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.1 *Progress Payments: Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER on or about the 1<sup>st</sup> day of each month during construction as provided in paragraphs 6.1.1. and 6.1.2. below. All such payments will be measured by the schedule of values as provided in the General Requirements.

6.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 25 of the General Conditions.

95 % of Work completed (with the balance being retainage).

95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 24 of the General Conditions).

6.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price (with the balance being retainage), less such amount as ENGINEER shall determine, or OWNER may withhold in accordance with Article 24 of the General Conditions.

6.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with Article 24 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 24.

## ARTICLE 7, THE CONTRACT DOCUMENTS


The general conditions of the contract, instructions to bidders, the proposal, the special provisions, the appendices, the specifications and the drawings, together with this agreement, form the contract, and they are as fully a part of the enumeration of the specifications and drawings.

The following addenda have been acknowledged: NA

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the day and year first above written.

**RENO'S EXCAVATION, LLC**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Stephen C. Renaud, Owner

**TOWN OF WEST BATH**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kristine Poland, Town Administrator

**END OF SECTION**

PERFORMANCE & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we  
Reno's Excavation LLC

hereinafter called "Principal"), and The Hanover Insurance Company  
hereinafter called "Surety" are held and firmly bound unto  
Town of Phippsburg, ME

in the sum or sums called "Obligor" in such monetary amount as incurred by the Obligor, not to exceed the penal sum of  
One Hundred Forty One and One Hundred Forty Five Dollars \$ 141,145.00

good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS the above bonded Principal has entered into a certain written Contract with the above named Obligor, effective 06/06/2022  
to furnish all labor, materials, and equipment necessary for reconstruction of approx. 375 linear feet of Ball Road Road in West Ball, ME

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein and

WHEREAS THE CONDITION OF THIS OBLIGATION also includes that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect

The obligation of this Performance & Payment Bond shall be null and void unless: (1) the above Contract is in writing and has been fully executed by both the Principal and the Obligor; (2) the Principal is actually in default under the above Contract, and is declared by the Obligor hereafter to be in default; (3) the Obligor has performed all of the obligations of the Obligor under the Contract, and (4) the Obligor has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default

The Surety, at the sole election and discretion of the Surety, may take any of the following actions

- 1) With notice to the Obligor, provide financial assistance to the Principal to remedy any contractual default by the Principal;
- 2) Undertake the completion of the above Contract by the Surety, through its agent, or through independent contractors;
- 3) Determine the amount for which the Surety may be liable to the Obligor, and as soon as practicable the Surety tender payment thereof to the Obligor;
- 4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance & Payment Bond, and all liabilities of the Surety relating thereto.

That Surety's efforts to act all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligor subject to the following expressed conditions

- 1) This bond is for the term beginning 06/06/2022 and ending 06/06/2023, but may be extended by continuation certificate executed by the Surety, at the option of the Surety;
- 2) Neither non-renewal of, the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a breach of the Obligor's obligations under this bond;
- 3) Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto;
- 4) No claim, action, suit, or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or initiated and process served upon the Surety within six months following the expiration of the original term of this bond or extended term, if provided herein;
- 5) No suit or action shall be commenced hereunder by any claimant, unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligor, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business.

In the event of conflict or inconsistency between the provisions of this Performance & Payment Bond and the provisions of the above Contract, the provisions of this Performance & Payment Bond shall control, and the obligation of the Surety be deemed null and void to the extent of any enlargement or augmentation of the liabilities of the Surety prescribed by the Performance & Payment Bond

Sealed with our seals and dated this 6th day of June, 2022

Witness my hand and seal  
Marilyn B. Warren

Reno's Excavation, LLC  
By: Stephen C. Romano  
The Hanover Insurance Company  
By: Robert H. Warren, Attorney-in-Fact

ACCEPTED AS TO THE OBLIGOR



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Bob Warren

Of MID-COAST INSURANCE, Bath, ME each individually, if there be more than one named as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below

Commercial Contracts Bond

in the amount of: \$141,145.00

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts to execute and acknowledge for and on its behalf as surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1992 - Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Salvatore, Executive Vice President


  
James H. Kawlecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.



On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


ARLEEN V. SIMONS  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires 2023

  
Arleen V. Simons, Notary Public  
My Commission Expires June 15 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8<sup>th</sup> day of June 2022

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Carrick A. Bligh, Vice President

CERTIFIED COPY

## BID FORM

The Town of West Bath shall accept sealed bids at the following location until 9:00 a.m. May 26, 2022.

TO: Kristine Poland, Town Administrator  
Town of West Bath  
219 Fosters Point Road  
West Bath, Maine 04530

Having carefully examined the attached plans and the Request for Quotation specifications contained on page 1 of 2 for:

### Bull Rock Road Reconstruction, West Bath, Maine

we, the undersigned propose to furnish all labor, equipment, tools and materials necessary for and reasonably incidental to the construction for the following amount:

<u>Description</u>	<u>Bid Amount</u>
Bull Rock Road Reconstruction	\$ <u>141,145.<sup>00</sup></u>

A bid bond must accompany all bids, and the selected contractor shall supply Performance and Payment bonds.

A Certificate of Insurance shall also be attached to the Bid.

The undersigned agrees, if this bid is accepted, to complete the work by **July 15, 2022**.

The Owner reserves the right to reject any and all bids, to waive any technical or legal deficiencies, and to accept any bid which is deemed to be in the best interest of the Owner.

Addendum Receipt: No: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: Reno's Excavation LLC

Signature: Stephen C Renaud

Stephen C. Renaud, owner  
(Printed Name & Title)

Business & Mailing Address: 22 Renos Bluff  
West Bath ME 04530

Telephone: 207 442-0581

Mobile (if available): 207 841-3949

Fax: \_\_\_\_\_

Date: May 26, 2022

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Robert T. Warren

Of Midcoast Insurance Agency, LLC, Beth, ME each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below.

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

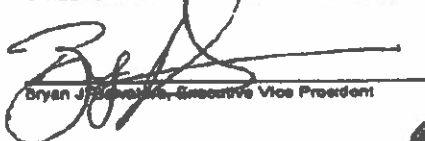
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

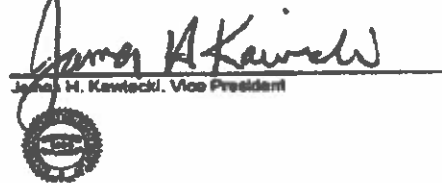
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 - Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19<sup>th</sup> day of July, 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

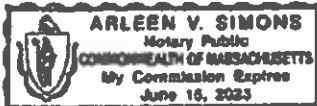
  
Bryan J. Swartz, Executive Vice President

  
James H. Kaweckj, Vice President



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28<sup>th</sup> day of July, 2020.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA  
  
John A. Rosendor, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Midcoast Insurance Agency LLC 134 Front St Bath ME 04530		<b>CONTACT NAME:</b> Mary Warren <b>PHONE (A/C, No, Ext):</b> (207) 443-8400 <b>FAX (A/C, No):</b> (207) 443-8411 <b>EMAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> United Ohio	<b>NAIC #</b> 13072
		<b>INSURER B:</b> MEMIC	11149
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2252401734      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	CPP0029642	12/28/2021	12/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ CTRLI \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Premier Auto \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	CPP0029642	12/28/2021	12/28/2022	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ CYL-ER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ CYL-ER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	1810091149	05/05/2022	05/05/2023	F.L. EACH ACCIDENT \$ 500,000 F.L. DISEASE - EA EMPLOYEE \$ 500,000 F.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Town of West Bath 219 Fosters Point Rd West Bath ME 04530	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**SECTION 00301  
CHANGE ORDER**

Change Order No. 1

Date of Issuance: <b>July 12, 2022</b>	Effective Date: <b>July 12, 2022</b>
Owner: <b>Town of West Bath</b>	Owner's Contract No.: <b>—</b>
Contractor: <b>Reno's Excavation, LLC</b>	Contractor's Project No.: <b>—</b>
Engineer: <b>Pine Tree Engineering, Inc.</b>	Engineer's Project No.: <b>14030</b>
Project: <b>Bull Rock Road Reconstruction</b>	Contract Name: <b>Bull Rock Road Reconstruction</b>

The Contract is modified as follows upon execution of this Change Order:  
 Description: **Additional gravel due to clay removal (100 CY x \$35/CY = \$3,500). Additional subgrade stabilization geotextile (Lump Sum = \$1,500).**  
 Attachments: **None**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>141,145.00</u>	Original Contract Times: Substantial Completion: <u>—</u> Ready for Final Payment: <u>July 30, 2022</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>—</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>141,145.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>—</u> Ready for Final Payment: <u>July 30, 2022</u> days or dates
Increase of this Change Order: \$ <u>5,000</u>	Increase of this Change Order: Substantial Completion: <u>—</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>146,145.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>—</u> Ready for Final Payment: <u>July 30, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (Rob Prue) Title: <u>Project Manager</u> Date: <u>7-12-2022</u>	By: <u>[Signature]</u> Owner (Kristine Poland) Title: <u>Town Administrator</u> Date: _____	By: <u>[Signature]</u> Contractor (Steve Renaud) Title: <u>Owner</u> Date: <u>7-12-22</u>

Approved by Funding Agency  
(not applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Town of West Bath**  
**Road Committee Meeting Minutes**  
**Monday, November 21, 2022**

**Road Committee:**

Jeremie Whorff, Chair

John Reno, Vice Chair - absent

Scott Andresen

Perry Estabrook

Mike Hennessey

**Town Staff:** Kristine Poland, Town Administrator

**Road Commissioner:** Steve Renaud - absent

**Select Board:** Suzanne Andresen

- I. Call to Order at **6:00 pm.**
- II. Attendance and establishment of Quorum: **a quorum was determined.**
- III. Pledge of Allegiance: **recited.**
- IV. Approval of Minutes: **the minutes of September 19, 2022, were moved by Hennessey, seconded by Andresen, the motion carried unanimously.**
- V. Committee Comment:

Estabrook asked about the acquisition of the Conex box that was placed in the back parking lot of Town Hall. Poland confirmed that it was purchased by the Town. Providing sand to residents became a priority for the Select Board and this was thought to be the best solution to ensure that it would be available this winter season. The Road Commissioner intends to provide and load the sand. Concerns about purchasing authority will be addressed at a Select Board meeting in January 2023 when the Purchasing Policy is reviewed.

Whorff reviewed the committee charge provided by the Select Board when the Road Committee was formed. The committee purpose is broad and could be better defined. Poland recommended that the committee make formal recommendations to the Select Board on matters of policy or procedure.

The committee started with a culvert inventory and will move on to other concerns as they continue to meet.

State law allows the Road Commissioner to appoint a Deputy to serve in his absence. The Road Commissioner appointed his son, Nick Renaud. Poland confirmed that the Deputy would not be authorized to review work performed by the Road Commissioner.

The committee considered whether it makes sense for the Town to hire a road contractor to act as Road Commissioner. Estabrook would like to see someone in the position who does not have a business interest and would not be in a position to bid on Town contracts. Whorff suggested that it would be more appropriate to have this conversation with the Road Commissioner present.

VI. Business Items:

**1. Bull Rock Road Reconstruction, project review:**

Pine Tree Engineering was paid to design the project. The project was overseen by Pine Tree Engineering, however, there appears to be no documentation that the road is built to specifications. It was noted that plans and change orders are part of the contract. The warranty is also part of the bid process and projects of this size and scope are bonded. Estabrook stated that the total project cost was 57% over budget. Poland noted that the project cost noted on the line item was for budgetary purposes. The Town voted on the overall road budget and the project did not exceed the bid that was accepted by the Select Board and the additional change order.

Poland also affirmed that the members of the Select Board have traditionally given the Road Commissioner latitude to manage the roads within the overall budget without additional oversight.

Estabrook would like to see a more accurate line-item budget to be approved by the Town.

Poland will provide the original bid and change order at the next meeting for review. Bull Rock Road is prepped and ready for overlay. The committee would like to see the base coat widened out prior to overlay.

**2. Culvert inventory:**

Inventories were received for the following roads: Bull Rock Road; Fosters Point Road; Hennessey Road; Austin Road.

The committee would like to discuss the condition of culverts on Fosters Point Road by the Hamilton Sanctuary and by the Crooker property. The Road Commissioner will be asked to view the culverts prior to the next meeting.

**3. Recommendations to the Select Board:**

The following motions were made for Select Board consideration:

- A motion was made by Estabrook to require **third part inspections** on sealed bid projects. The motion was seconded by Whorff and carried unanimously. It was noted that the contractor needs to be made aware of the third party.
- A motion was made by Estabrook to require that **all engineered projects be reviewed by the Road Committee** before they are put out to bid. The motion was seconded by Andresen and carried unanimously.
- A motion was made by Estabrook to require that all **changes to engineered plans** be signed by the Road Commissioner and the Town Administrator and provided to the Select Board for their awareness. The motion was seconded by Andresen and carried unanimously.
- A motion was made by Whorff to require that two members of the Road Committee perform an **inspection on any project being done by the Road Commissioner**. The motion was seconded by Estabrook and carried unanimously.
- A motion was made by Estabrook to require that sealed bid projects are **reviewed by a third party and performed 100% according to plan** and are signed off by

the Select Board prior to final payment. The motion was seconded by Andresen and carried unanimously.

- A motion was made by Whorff to **hold off on paving of Bull Rock Road** until after the December 1 Select Board meeting. The motion was seconded by Andresen and carried unanimously.

VII. **Next steps:** Estabrook and Andresen will attend the December 1 Select Board meeting to discuss the Bull Rock Road Reconstruction project. A full set of plans will be brought to the meeting. The Road Commissioner and Pine Tree Engineering will be asked to attend.

The Road Committee meeting scheduled for December 19 will be confirmed by email for quorum purposes.

VIII. **Public Comment:** None.

IX. **Adjournment:** **motion to adjourn at 7:30 pm.**



## **West Bath Road Committee**

### **Committee Purpose:**

Provide the Town of West Bath with an annual repair and maintenance plan and long-range capital improvement plan for all Town-owned roads.

### **Responsibilities to the Select board:**

1. Work cooperatively with the Road Commissioner to recommend annual road maintenance and repair priorities and budget.
2. Develop and maintain long-range road infrastructure capital repair plan and running estimate for same.
3. Provide subject matter expertise on municipal road maintenance, repair, and construction, including contract and proposal review as necessary.
4. Review plans for proposed subdivision roads as requested by the Planning Board.

### **Responsibilities of the Chair:**

1. Schedules and chairs meetings of the committee, proposes meeting agendas, communicates, and coordinates activities with the Road Commissioner, the Town Administrator, and other Town officials.
2. Votes on agenda items when called for.

### **Responsibilities of the Vice Chair:**

1. Would assume the duties of the Chair if the Chair is absent.
2. Performs duties delegated by the Chair.
3. Votes on agenda items when called for.

### **Committee Members:**

1. Attend meetings, review proposals or other items brought before the committee.
2. Provide technical assistance and counsel to the Chair and other Town officials.
3. Review proposals, challenges, and other matters brought before the committee and offer expertise to provide recommendations and solutions to the appropriate board or Town officials as necessary.
4. Votes on agenda items when called for.



**Business Item 3**

**Walden Renewables, revised lease**

Clean and redlined versions of the finalized lease were provided by the Town attorney. Summarized changes are provided in the body of the email message which included the final lease documents.



## Town Administrator

---

**From:** Mark A. Bower <mbower@jensenbaird.com>  
**Sent:** Wednesday, November 30, 2022 10:31 AM  
**To:** Town Administrator  
**Subject:** Walden lease  
**Attachments:** FORM of MAINE LEASE- Town of West Bath Final 12-1-22 (CLEAN).docx; FORM of MAINE LEASE- Town of West Bath Final 12-1-22 (REDLINED).docx; Walden\_NewMeadows\_ExhA\_Town\_R01-009\_Lease\_11x17L.pdf

Hi Kristine,

I've had a couple of conversations with the Walden folks this week to finalize things on the solar lease. Attached is a redline that shows the changes from the last version – none of which are substantive, in my opinion. Also attached is a clean, final version for signature.

The changes are summarized as follows:

1. Since Walden has agreed to restrict the solar array only to the “eastern portion” of the parcel (as shown in the attached Exhibit A), with the access road and utilities the only things that will be located on the “western portion,” the concept of “reserved area” and the required buffer no longer apply. That was really only needed when there was the possibility that they would locate the array on the western portion in proximity to the Town’s use of the parcel. Now, the array will be separated from the “western portion” by the 200-foot CMP easement that runs through the eastern and western portions of the property. Therefore, language addressing the reserved area has been removed to simplify the Lease.
2. Note that Exhibit A shows the “Leased Property” outlined in yellow, and currently outlines the entire parcel. This is just temporary, as Section 2(b) of the Lease requires Walden to reduce the Leased Property to only include the built area of the solar array and access road. A replacement Exhibit A will become part of the agreement after the project is operational.
3. There is some language added to define “Necessary Utilities” and giving Walden the right to locate those utilities across the western portion with the agreement of the Town as Landlord. My understanding from Walden is that the point of interconnection with CMP is the southwestern tip of the parcel, on Arthur J. Reno Sr. Road. This language is needed to confirm Walden’s ability to interconnect with CMP.
4. In Section 2(f), I added language to clarify that Walden may not disturb any areas (including the cutting of trees or removing of vegetation) outside of the Leased Property.
5. I added the word “entire” to Section 6(a) to clarify that the “Tax Floor” applies to the entire Solar Facility, not just the portion that is located on the Town’s parcel.

I think the idea was to have this on the agenda for tomorrow night for approval. Let me know if there are any questions or concerns. Unfortunately, I have a conflict and won't be able to be at the meeting tomorrow night, but I doubt that you would need me there anyway, as these are fairly minor changes. However, I can be available by cell phone tomorrow night (207.671.1050) if any questions do come up.

Thanks.

-- Mark

**Mark A. Bower**

Attorney



10 Free Street  
P.O. Box 4510  
Portland, ME 04112  
www.JensenBaird.com

D: (207) 518-5907  
F: (207) 775-7935  
Email: [mbower@jensenbaird.com](mailto:mbower@jensenbaird.com)  
Bio: Mark A. Bower | Jensen Baird

**Confidentiality Notice:** This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message, attachments and/or files, including any contained in your reply.

## SOLAR LEASE

THIS SOLAR LEASE (“Lease”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the Inhabitants of the Town of West Bath, a Maine body corporate and politic, having an address of 219 Foster’s Point Road, West Bath, Maine 04530 (the “Landlord”) and New Meadows Solar LLC, a Delaware limited liability company, having an address of 155 Fleet Street, Portsmouth, New Hampshire 03801 (the “Tenant”). Landlord and Tenant may be referred to hereinafter collectively as the “Parties,” and individually as a “Party.”

### Recitals

A. Landlord is the owner in fee of approximately 55 acres of real property and improvements located at 52 Arthur J. Reno Sr. Road, in the Town of West Bath, Sagadahoc County, State of Maine, more particularly described in a deed dated July 19, 1973, and recorded in the Sagadahoc County Registry of Deeds (“Registry”) in Book 392, Page 35, and further designated on the Town’s assessing maps as Tax Map R01, Lot 009 (“Landlord’s Property”).

B. Tenant is engaged in the design, engineering, procurement, installation, ownership and operation of solar photovoltaic generation and/or energy storage facilities and wishes to lease some or all of the Landlord’s Property in order to develop, install, own, maintain and operate solar photovoltaic generation and/or energy storage equipment thereon and build an access road and Necessary Utilities (as that term is hereinafter defined) thereto and in connection therewith (“Leased Property”), and to deliver electrical energy produced by the solar photovoltaic generation facilities to third parties for sale via underground and/or above-ground wires and cables for the transmission of electrical energy, and Landlord is willing to lease the Leased Property to Tenant for such purpose, all on and subject to the terms and conditions of this Lease. A map depicting the Leased Property is attached hereto as Exhibit A, with the area comprising the Leased Property outlined in yellow. Landlord and Tenant acknowledge that the Leased Property shall be reduced to the “as-built” locations of the Solar Facility, access road, and Necessary Utilities as set forth in Section 2(b) hereof.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### SECTION 1. DEFINITIONS.

All capitalized terms used herein and not otherwise defined shall have the following meanings:

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

“Applicable Law” means any Law that is applicable to a Party to this Lease, the transactions described herein or the Solar Facility.

“Appurtenant Rights” has the meaning set forth in Section 2(c).

“Commercial Operation” means that the Solar Facility has been interconnected to a transmission system and has begun generating and transmitting electrical energy continuously and reliably to such transmission system in connection with commercial sales (excluding, however, electric energy delivered to such transmission system in connection with testing, start-up or commissioning).

“Commercial Operation Date” means the date that the Solar Facility achieves Commercial Operation.

“Construction Commencement” means the date of commencement of actual preparation or construction activities on the Leased Property in connection with the installation of the Solar Facility.

“Decommission” or “Decommissioning” means performance of the activities described in Section 17.

“Decommissioning Period” means the period commencing at the expiration or earlier termination of the Term and continuing until the earlier of (i) one hundred eighty (180) days following the expiration or earlier termination of the Term, or (ii) the date on which Tenant completes its Decommissioning activities hereunder.

“Default” has the meaning set forth in Section 16(a).

“Development Period” means the period from the Effective Date to and including the Commercial Operation Date, provided that the Development Period shall not exceed twenty-four (24) months unless extended by Tenant as set forth in Section 3(b).

“Development Period Extension” and “Development Period Extensions” have the meanings set forth in Section 3(b).

“Effective Date” has the meaning set forth in the introductory paragraph of this Lease.

“Financing Party” has the meaning set forth in Section 14(a).

“Force Majeure” has the meaning set forth in Section 18.

“Good Industry Practice” means the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry, or the electric industry, as applicable, during the relevant time period and with respect to the operation and maintenance of generating equipment similar in size and technology to the Solar Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. “Good Industry Practice” is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“Governmental Authority” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Interest Rate” has the meaning set forth in Section 6(b).

“Landlord’s Property” has the meaning set forth in Recital A.

“Law” means any law, constitutional provision, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, court order, registration, license, franchise, permit, authorization or guideline issued by a Governmental Authority.

“Leased Property” has the meaning set forth in Recital B, Section 2 and Exhibit A.

“Losses” has the meaning set forth in Section 11(d).

“Non-Payment Default” has the meaning set forth in Section 16(b).

“Notice of Lease” has the meaning set forth in Section 15(a).

“Notice of Termination” has the meaning set forth in Section 16(a).

“Operations Period” means the period from the Commercial Operation Date through the thirtieth (30<sup>th</sup>) anniversary of the Commercial Operation Date, subject to extension by Tenant as set forth in Section 3(c).

“Operations Period Extension” and “Operations Period Extensions” have the meanings set forth in Section 3(c).

“Payment Default” has the meaning set forth in Section 16(b).

“Permitted Use” means Tenant’s use of the Leased Property for solar energy purposes. “Solar energy purposes” means converting solar energy into electrical energy, and storing, collecting and transmitting the electrical energy so converted, and for related and incidental purposes and activities, all to such extent as Tenant shall deem reasonable or necessary in its sole discretion, including but not limited to: (a) determining the feasibility of solar energy conversion on the Leased Property, including studies on solar radiance, light direction and other meteorological data and extracting soil samples, and all other testing, studies or sampling desired by Tenant; (b) locating, constructing, installing, operating, maintaining, improving, repairing, relocating, and removing the Solar Facility on, above and below the ground of the Leased Property; (c) removing trees and other vegetation from the Leased Property; (d) depositing gravel, sand, soil and other natural materials on the Leased Property to access and support the Solar Facility (and equipment incidental to the Solar Facility) and digging trenches on the Leased Property; (e) installing gates, fences, and such other security measures as may be necessary or desirable in Lessee’s sole determination, to secure the Solar Facility; (f) installing, maintaining, using, and repairing on, above and below the Leased Property, structures, inverters, electrical wires, appurtenances and cables required for the conversion, collection, storage and transmission

of electrical energy; and (g) the development, permitting, installation, construction, interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Solar Facility and the production, delivery, sale and storage of electricity produced by the Solar Facility and/or associated environmental attributes and for all other purposes reasonable or incidental thereto.

“Permits” has the meaning set forth in Section 4(b).

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“Registry” has the meaning set forth in Section 15(a).

“Rent” means the payments to be made in accordance with Section 5 hereof.

“Solar Facility” means all of the equipment and infrastructure required for the construction, operation and maintenance of the solar photovoltaic generation facility which is to be installed by Tenant on the Leased Property, as more particularly described in Section 4.

“Taxes” has the meaning set forth in Section 6(a).

“Term” has the meaning set forth in Section 3(a).

“Uncured Default” has the meaning set forth in Section 16(a).

“Utility” means the owner of the electrical infrastructure (transmission and/or distribution lines, substations, etc.) into which the Solar Facility is interconnected to the electrical grid.

## SECTION 2. LEASED PROPERTY; UTILITY EASEMENT.

(a) Leased Property. Landlord hereby leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord “AS IS” without representation or warranty of any kind, except as otherwise expressly provided herein, for the Permitted Use and for the Term. Tenant acknowledges and agrees that it has inspected the Leased Property and, except as otherwise expressly provided herein, is not relying on any representation, warranty or statement from Landlord with respect to the suitability of the Leased Property for a Solar Facility in entering into this Lease. The parties agree that Tenant may only locate the Solar Facility on the portion of Landlord’s Property that is depicted as the “Eastern Portion of Parcel” on Exhibit A, but that Tenant may locate any access road and Necessary Utilities on the portion labeled “Western Portion of Parcel,” in accordance with the terms of this Lease.

(b) Reduction of Leased Property. If at any time(s) prior to the Commercial Operation Date it shall be necessary or advisable for Tenant to reduce the Leased Property area in order to satisfy any condition(s) of any Financing Party or Governmental Authority, Tenant shall have the right (but not the obligation) to reduce the Leased Property area to satisfy such condition(s); and in such event, this Lease shall be amended to reduce the Leased Property area as aforesaid. In addition to the foregoing, within 60 days after the Commercial Operation Date, Tenant, at Tenant’s

sole cost and expense, shall survey Landlord's Property and the Leased Property to identify the as-built locations of the Solar Facility, access road, Necessary Utilities, and all appurtenances, and this Lease shall be amended to reduce the Leased Property area to such as-built locations and any buffers or setback areas or zones required by any Governmental Authority, including, without limitation, the Town of West Bath Planning Board, in connection with any permit, approval or authorization related to the Solar Facility. Within 60 days after the Commercial Operation Date, Tenant shall prepare a replacement Exhibit A depicting the final Leased Property area and present it to Landlord, upon which it shall become part of this Lease.

(c) Lease Rights. Landlord hereby grants to Tenant the following lease rights in, on, under, over, across, along and above the Leased Property (the "Lease Rights"):

(i) A right of access and of ingress to and egress from the Solar Facility and Arthur J. Reno Sr. Road by means of any existing roads on the Landlord's Property and by such other access road as Tenant may construct on the Leased Property from time to time in locations approved by the Town of West Bath Road Commissioner (which approval shall not be unreasonably delayed, conditioned, or withheld), for the benefit of and for purposes incidental to Tenant's operations on the Leased Property. Such access road shall be part of the Leased Property and shall be included in the acreage used to determine Rent under Section 5(b) herein. Tenant shall construct the access road in such a manner as shall not unreasonably interfere with Landlord's existing operations on the Landlord's Property, and Landlord shall have the right to access and use such road at all times. At the request of Landlord, and to the extent reasonably practicable, Tenant shall leave or plant a vegetative buffer to screen Landlord's existing improvements on the Landlord's Property from any new access road. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall use good faith and commercially reasonable efforts to locate the access road for the Solar Facility along or about the northerly boundary of the Landlord's Property; provided, however, that Tenant expressly reserves the right to locate the access road elsewhere on the Landlord's Property (subject to the terms and conditions set forth in this paragraph) if Tenant shall determine, in its sole but reasonable discretion, that the construction of the road in such location is unreasonable or impractical. During the Term, Tenant shall have access to the Leased Property twenty-four (24) hours a day, seven (7) days a week, without prior notice to Landlord.

(ii) The right to install, use, repair, improve, relocate, replace and remove the Solar Facility on the Leased Property, including the right to install, use, maintain, repair, replace, improve, remove, re-power and relocate battery systems and system modules within the Leased Property from time to time and to install, use, repair, improve, relocate, replace and remove overhead and underground transmission, collection, and communication lines and related infrastructure for the collection, interconnection and transmission of electrical energy and communications in connection with the Solar Facility (such lines and infrastructure, collectively, "Necessary Utilities") on the Western Portion of Parcel in such location(s) as Landlord and Tenant shall mutually agree and in such a manner as shall not unreasonably interfere with Landlord's existing operations on Landlord's Property, all in compliance with Good Industry Practice.

(iii) The exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any operations conducted by Tenant on the Leased Property.

(iv) The right to enter the Leased Property from time to time with personnel, vehicles, materials and equipment twenty-four (24) hours a day, seven (7) days a week for the purposes permitted hereunder, and to excavate and/or fill areas on the Leased Property, all to such extent as Tenant deems reasonably necessary and as is approved by Governmental Authorities; together with the right to use construction staging and laydown areas and operate cranes and other heavy-duty equipment in locations on the Leased Property and on lands adjacent to the Leased Property and owned by Landlord, which are specifically designated on Exhibit A, at all times as shall be reasonably necessary for installing, using, maintaining, repairing, replacing, improving, removing, repowering and relocating the Solar Facility on the Leased Property.

(v) The exclusive right to study, develop and use the Leased Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted.

(vi) The exclusive right to access, relocate (within the Leased Property) and maintain the Solar Facility on the Leased Property.

(vii) The exclusive right to capture, use and convert unobstructed solar resources over and across the Leased Property.

(viii) The right to subjacent and lateral support for the Solar Facility.

(d) Utility Easement. At the reasonable request of Tenant or the Utility, Landlord shall grant an Easement to the Utility, for a period consistent with standard Utility practice but at a minimum coterminous with and irrevocable during the Term, for access, ingress, egress, utilities and related rights to the Leased Property necessary to install or gain access to or to provide utility service to the Solar Facility, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and Landlord and in recordable form, and shall be recorded at the Registry at Tenant's sole expense.

(e) Tenant's Exercise of Rights; Acknowledgement of Landlord. Tenant may construct and install the Solar Facility on the Leased Property in the manner Tenant deems reasonable and appropriate in Tenant's sole discretion, provided it is consistent with the plans as approved by Governmental Authorities. Nothing expressly or impliedly contained in this Lease shall be construed to require Tenant to undertake construction or installation of the Solar Facility on the Leased Property; to continue operation of any part of the Solar Facility from time to time located on the Leased Property or elsewhere; or to generate or sell any minimum or maximum amount of electrical energy from the Solar Facility; and the decision if, when and to what extent that construction and generation will occur shall be solely in Tenant's discretion. Landlord acknowledges that Tenant has made no representations or warranties to Landlord, including any

regarding development of, or the likelihood of power generation from, the Leased Property. Landlord acknowledges that the installation of all or a portion of the Solar Facility will require physically mounting and adhering the Solar Facility to the ground, and by execution of this Lease, Landlord hereby consents to the same.

(f) Disturbance. Tenant and Landlord expressly agree that: (i) Tenant shall not be able to locate any portion of the Solar Facility or cut trees, remove vegetation, or otherwise disturb lands located outside of the Leased Property, without the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

### SECTION 3. TERM; EARLY TERMINATION.

(a) Term. The term of this Lease ("Term") shall consist of the Development Period, the Operations Period and the Decommissioning Period and shall commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the thirtieth (30th) anniversary of the Commercial Operation Date, unless sooner terminated in accordance with the terms hereof. Tenant shall deliver written notice to Landlord identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs.

(b) Extension of Development Period. Provided that there does not then exist an Uncured Default by Tenant hereunder, and further provided that Tenant is actively pursuing development completion (i.e., has submitted permit applications, Utility interconnection requests, etc.) Tenant shall have the option to extend the Development Period beyond the initial Development Period, for two (2) successive periods of one (1) year each (individually a "Development Period Extension" and collectively, the "Development Period Extensions") in each case exercisable by Tenant providing written notice of such extension to Landlord no fewer than ninety (90) days prior to the end of the then-current Development Period or Development Period Extension, whereupon the Development Period shall be and be deemed extended for the applicable Development Period Extension on the terms and conditions set forth herein which terms and conditions shall be and remain in full force in effect during any such Development Period Extension.

(c) Extension of Operations Period. Provided that there does not then exist an Uncured Default by Tenant hereunder, Tenant shall have the option to extend the Operations Period beyond the initial Operations Period, for two (2) successive periods of five (5) years each (individually an "Operations Period Extension" and collectively, the "Operations Period Extensions") in each case exercisable by Tenant providing written notice of such extension to Landlord no fewer than ninety (90) days prior to the end of the then-current Operations Period or Operations Period Extension, whereupon the Operations Period shall be extended for the applicable Operations Period Extension on the terms and conditions set forth herein which terms and conditions shall be and remain in full force in effect during any such Operations Period Extension.

(d) Early Termination by Landlord. Notwithstanding any provision contained herein to the contrary, Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant given in accordance with the notice provisions hereof if the Commercial Operation Date has not been reached by the end of the Development Period or Development Extension Period(s),

as applicable. If Landlord terminates this Lease in accordance with this Section 3(d), the Development Period shall be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant's Decommissioning obligations and right to access the Leased Property in order to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof.

(e) Early Termination by Tenant. Notwithstanding any provision contained herein to the contrary, if, during the Development Period, Tenant determines in its sole discretion that the Leased Property is not suitable for the construction and/or operation of the Solar Facility, Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord given in accordance with the notice provisions. If Tenant terminates this Lease in accordance with this Section 3(e), the Development Period shall be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant's Decommissioning obligations and right to access the Leased Property in order to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof.

#### SECTION 4. INSTALLATION, OPERATION AND OWNERSHIP OF THE SOLAR FACILITY.

(a) Landlord's Consent. Landlord hereby consents to Tenant's installation of the Solar Facility on the Leased Property, including, without limitation, solar photovoltaic cells, panels, mirrors, lenses, batteries and related equipment, access and utility roads, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering and storage equipment, operations and/or maintenance structures, communications equipment and Utility interconnections. Landlord acknowledges and agrees that solar energy technologies are improving at a rapid rate and that it is possible that Tenant may (although Tenant shall not be required to) replace from time to time parts or all of the then-existing Solar Facility with newer models or designs which have increased energy capture and efficiency, and Landlord hereby consents to any and all such replacement.

(b) Permits; Utility Upgrades. Tenant, at its sole cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for the installation, operation, maintenance and Decommissioning of the Solar Facility on the Leased Property and the distribution and sale of energy from the Solar Facility, and Tenant shall comply at all times with such Permits. Nothing herein shall be deemed to imply or assure approval of any Permits from Town of West Bath boards, committees, or officials; provided, however, that Landlord shall not interfere with, or make unduly burdensome, Tenant's pursuit of such Permits. Landlord makes no representation as to the permitting or licensing of the Solar Facility or Tenant's proposed use of the Leased Property; Tenant shall have the sole responsibility for determining the suitability of the Leased Property for purposes of developing the Solar Facility. Tenant shall provide Landlord a reasonable opportunity to review the draft application materials for any such governmental approval prior to submission thereof for regulatory review, and shall not submit any application materials without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Tenant's proposed improvements do not

interfere with Landlord's improvements on the Leased Property existing as of the Effective Date.

(c) Progress of Installation. At Landlord's request, Tenant shall give Landlord updates on the progress of the development and installation of the Solar Facility; provided, however, that such updates are advisory only and Tenant shall not be restricted in any way from exercising Tenant's rights hereunder as a result of such updates.

(d) Access; Operation; Repair and Replacement. Tenant, its employees, invitees, agents, contractors and subcontractors shall have unrestricted access to the Leased Property at all times during the Term and shall have the right to install, operate, maintain, repair, replace, improve upon, modify, add to and dispose of all or any portion of the Solar Facility.

(e) Personal Property; Ownership. Landlord acknowledges and agrees that the Solar Facility, except as otherwise expressly set forth herein, is and shall remain the personal property of Tenant and that no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facility is or may be attached to any real property of Landlord, and Landlord further acknowledges and agrees that Landlord shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that such Solar Facility or portions thereof may be physically mounted on or adhered to the Leased Property, except as expressly set forth herein. The parties acknowledge and agree that, as between them, except as otherwise expressly set forth herein, Tenant shall be the owner of the Solar Facility and all products and attributes associated with the existence and operation of the Solar Facility throughout the Term, including, without limitation, electric energy generated and stored by the Solar Facility, electricity net metering credits, electricity capacity, renewable energy certificates and all tax and other governmental financial incentives generated and resulting from the existence or operation of the Solar Facility. Title to the Solar Facility, and all improvements thereto and permits and entitlements associated therewith, shall at all times be and remain with Tenant, except as otherwise expressly set forth herein.

(f) Landlord's Cooperation. Landlord shall provide reasonable support and cooperation to Tenant in Tenant's conduct of its operations and exercise of its rights under this Lease (including without limitation, Tenant's efforts to obtain Permits, obtain financing from any Financing Party, defined below, or engage in any permitted assignment of this Lease). Without limiting the generality of the foregoing, Landlord acknowledges and agrees that the activities of Tenant contemplated by this Lease may be accomplished by Tenant or one or more third parties authorized by Tenant, and Landlord shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Lease. Notwithstanding the foregoing, it is expressly understood by the parties that any support and cooperation under this Section 4(f) shall not result in any out-of-pocket expenses for Landlord.

## SECTION 5. RENT PAYMENTS.

(a) Development Period Rent. During the Development Period, Tenant shall pay Landlord rent in the amount of one thousand dollars (\$1,000) per month ("Development Period Rent"). In the event that the Development Period is extended, the Development Period Rent

shall increase by ten percent (10.0%) per annum upon commencement of each such Development Period Extension. Development Period Rent shall be paid twice annually, with the first payment (in the amount of \$6,000) being due within ten (10) days of the Effective Date, and each subsequent payment being due every six (6) months thereafter. Development Period Rent shall be prorated to the extent that the duration of the Development Period or any Development Period Extension is not a full year.

(b) Operations Period Rent. Commencing on the Commercial Operation Date and continuing to the end of the Operations Period, Tenant shall pay Landlord rent annually in the amount two thousand five hundred dollars (\$2,500) per acre of the Leased Property ("Operations Period Rent"). Operations Period Rents shall be paid quarterly in advance. For example, if the Leased Property (as reduced in accordance with Section 2(b) hereof) contains twenty (20) acres, and the Commercial Operation Date is April 1<sup>st</sup>, then the annual Operations Period Rent shall be fifty thousand dollars (\$50,000) per year and the first quarterly payment shall be in the amount of twelve thousand five hundred dollars (\$12,500) and shall be due within seven (7) days of April 1. In the event that the Commercial Operation Date is not on the first day of the quarter, then the first quarterly payment made in accordance with this Section 5(b) shall be prorated. If any Operations Period Rent is unpaid after the seventh day of the quarter in which it is due, interest will accrue on any such unpaid amount at the rate of ten percent (10%) per annum until the date such amount is paid in full to Landlord. The amount of the Operations Period Rent shall increase by two percent (2.0%) on each anniversary of the Commercial Operation Date until the end of the Operations Period. In the event that the Operations Period is extended in accordance with Section 3(c), the Operations Period Rent shall increase by ten percent (10.0%) in the first year of each such Operations Period Extension, and then by two percent (2.0%) in each subsequent year of the Operations Period.

(c) Method of Payment. Rent may be paid by check made payable to the Town of West Bath, or by ACH deposit or wire transfer, in Tenant's sole discretion. Upon request by Tenant, Landlord shall provide Tenant with account information to which ACH deposits or wire transfers may be made.

## SECTION 6. TAXES.

(a) Tenant shall pay when due (i) all applicable real or personal property taxes attributable to improvements or facilities installed by Tenant on the Leased Property, and (ii) all applicable real estate taxes attributable to the Leased Property (together, the "Tenant Taxes"). Notwithstanding anything in this Lease to the contrary, if at any time during the Term of the Lease the Tenant Taxes due to the Town of West Bath amount to an annual aggregate tax payment of an amount less than \$3,500 per megawatt AC of installed solar PV capacity for the entire Solar Facility, which amount shall increase by two percent (2.0%) on each anniversary of the Commercial Operation Date until the end of the Operations Period ("Tax Floor"), Tenant shall pay to Landlord the difference between the amount of Tenant Taxes then due and the Tax Floor in the form of a voluntary tax payment.

(b) Failure to Pay. If any such real or personal property taxes or assessments are due and payable and either Party fails to fulfill its obligations under this Section 6, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the

tax bill and obtain reimbursement for such amount paid on behalf of such Party plus interest thereon at a rate equal to the lesser of (i) one percent (1%) per month (twelve percent (12%) per annum) or (ii) the highest rate allowed under Applicable Law (“Interest Rate”). If Tenant pays taxes, assessments, and/or real property taxes on behalf of Landlord that are Landlord’s obligation hereunder, Tenant may offset the amount of such payments against amounts due Landlord under this Lease provided any such payment to Landlord shall specifically designate the amount to be paid before the offset, the amount of the offset and the net amount paid as a result of the credit for the offset. If Landlord pays taxes, assessments, and/or real property taxes on behalf of Tenant that are Tenant’s obligations hereunder, Tenant will include the amount of such payment as a supplement to Landlord’s next payment due under this Lease. Any such supplemental payment to Landlord shall specifically designate the amount to be paid before the supplement, the amount of the supplement, and the total amount paid as a result of the supplement.

(c) The Parties further acknowledge that all laws of the State of Maine now in effect or hereafter enacted with respect to taxation of property shall be applicable. The Parties hereby covenant and agree that the assumptions, estimates, analysis and results set forth in this Lease shall in no way prejudice the rights of any Party to be used, in any way, by any Party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Tenant’s property for purposes of ad valorem property taxation.

#### SECTION 7. INSOLATION.

Landlord acknowledges and agrees that the free and unobstructed flow of sunlight (“Insolation”) is essential to the value to Tenant of the leasehold interest granted hereunder and is a material inducement to Tenant in entering into this Lease. Among the Lease Rights granted and conveyed under Section 2(c) by Landlord to Tenant is the exclusive right to the flow of sunshine and solar radiation to and across the Leased Property (the “Isolation Lease Right”). Accordingly, Landlord shall not cause or knowingly permit any interference with Insolation reaching the Leased Property. Without limiting the foregoing, Landlord shall not construct or knowingly permit to be constructed any structure on the Leased Property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or knowingly permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Leased Property, Landlord shall advise Tenant of such information. Notwithstanding any other provision of this Lease, the Parties agree that (a) Tenant would be irreparably harmed by a breach of the provisions of this Section 7, (b) an award of monetary damages would be inadequate to remedy such a breach, and (c) Tenant shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any violation of such covenants and to specifically enforce Tenant’s rights hereunder. This right to injunctive relief shall be cumulative and in addition to any other remedies that Tenant may otherwise have at law or in equity. Landlord and Tenant further agree to execute and record such instruments or addenda to this Lease as may be required under applicable state or local law to evidence the grant of this Insolation Lease Right and the covenants by Landlord made in this Section 7. In addition, Tenant is permitted to, with prior written consent of Landlord, (i) to remove, trim, prune, top or

otherwise control the growth of any tree, shrub, plant or other vegetation on the Landlord's Property to the extent it prevents or otherwise obstructs Insolation to the Leased Property, (ii) except with respect to existing buildings on the Leased Property as of the Effective Date, to dismantle, demolish or remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, that prevents or otherwise obstructs Insolation to the Leased Property, and (iii) to excavate, grade, level and otherwise modify portions of the Leased Property as necessary for the installation of the Solar Facility and related improvements on the Leased Property.

#### SECTION 8. MAINTENANCE AND REPAIR.

Tenant shall, at its sole cost and expense, maintain and repair the Solar Facility and the Leased Property during the Term in a good and workmanlike manner and in compliance with Good Industry Practice and all Applicable Laws. Landlord shall have no obligation to maintain or repair the Solar Facility or the Leased Property during the Term.

#### SECTION 9. QUIET ENJOYMENT; NON-INTERFERENCE; UTILITIES; LIENS.

(a) Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing Tenant's other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Leased Property throughout the Term.

(b) No Interference. Landlord covenants and agrees with Tenant not to conduct activities on, in or about the Leased Property that have a reasonable likelihood of causing damage or impairment to, or otherwise materially adversely affecting, the Solar Facility. Tenant shall be solely responsible for implementing and maintaining any security measures to prevent theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Solar Facility or the Leased Property. Notwithstanding the foregoing or any provision contained herein to the contrary, Landlord shall have the right to access the Leased Property to inspect same at any time upon at least twenty-four (24) hours advance notice and without notice at any time in the event of an emergency and Tenant shall provide Landlord with all necessary keys or access codes to allow for such access.

(c) Utilities. Tenant shall procure, at its own cost and expense, and Landlord shall not be obligated to provide, all utilities (including electricity, water and telecommunications) necessary for the development and start-up of the Solar Facility and as required for maintenance, repair, replacement and upgrade activities throughout the Term.

(d) Mechanic's Liens. Tenant shall keep the Leased Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed for or furnished to Tenant or in connection with the use of the Leased Property by Tenant. Tenant may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this subsection within ninety (90) days of notice to Tenant of the creation of any such lien or encumbrance.

**SECTION 10. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL  
CERTIFICATE.**

(a) **Subordination and Non-Disturbance.** Any mortgage or other security interest encumbering the Leased Property shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Property as long as there is not then an Uncured Default by Tenant hereunder. In the event Landlord's Property is encumbered by a mortgage or other security interest, immediately after this Lease is executed, Landlord will obtain and furnish to Tenant a non-disturbance agreement for each such mortgage or other security interest in recordable form reasonably satisfactory to Tenant. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering Landlord's Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents and other amounts that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults together with an administrative fee of five (5%) on such sums.

(b) **Estoppel Certificate.** Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Financing Party (as defined below), a prospective purchaser of the Solar Facility, the Leased Property, or such other party as may commonly request such a certificate, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

**SECTION 11. INSURANCE AND INDEMNITY.**

(a) **Liability Insurance.** Tenant agrees that at its own cost and expense during the Term, it will maintain comprehensive general liability and automobile liability insurance policies, with liability limits for each policy of not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence, with an annual aggregate limit of no less than \$2,000,000.00, and Tenant shall maintain adequate casualty insurance for damage or destruction to its improvements situated on the Leased Property, naming Landlord as an additional insured. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on the Leased Property, naming Tenant as additional insured; provided that such insurance coverage will be at least in the amount of \$400,000, and will be increased from time to time, but only if required to meet the provisions of the Maine Tort Claims Act, as it may be amended. Prior to Tenant undertaking any activities requiring a physical presence on the Leased Property, Tenant and Landlord shall each provide a certificate of insurance naming the other party as an additional insured on such insurance policies, except that Tenant shall name Landlord as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. § 8104-A, as limited by § 8104-B and § 8111. With regard to the liability insurance policies, Tenant shall provide Landlord a certificate of insurance evidencing such coverage in one of the following ways: (i) "the policy has been endorsed to name the Town of West Bath as an Additional Insured" and a copy of the endorsement must come to the Town of West Bath with the certificate, or (ii) "the policy already includes an endorsement, such as the General Liability

Extension Endorsement, by which the Town of West Bath is automatically made an additional insured.” A certificate which merely has a box checked under “Addl Insr,” or the like, or which merely states the Town of West Bath is named as an Additional Insured, will not be acceptable. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days’ prior written notice to each insured named therein.

(b) Worker’s Compensation and Employer’s Liability. Tenant shall maintain Worker’s Compensation Insurance, as required by law, and employer’s liability insurance with coverage of at least \$1,000,000. The Workers’ Compensation insurance shall include an endorsement waiving all rights of subrogation against the Town of West Bath, its agents, officers or employees.

(c) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys’ fees), causes of action, suits or judgments (collectively, “Losses”), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) any operations of the indemnifying Party on the Leased Property; (ii) the negligent or willful acts or omissions of the indemnifying Party, its agents, officers or employees or others under the indemnifying Party’s control in connection with this Lease; or (iii) an Uncured Default of the indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party; and provided further, that notwithstanding anything herein to the contrary, this indemnification requirement shall not be construed as a waiver of Landlord’s right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

(d) Environmental Indemnity. Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Landlord or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Tenant or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date. Notwithstanding the foregoing, the indemnity provided under this Section 11(d) by a Party shall not extend to Losses to the extent caused by the other Party or the indemnified parties of the other Party; and provided further, that notwithstanding anything herein to the contrary, Landlord expressly reserves all immunity and discretionary rights, defenses and protections as provided by Maine law, including but not limited to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*

(e) Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease.

## SECTION 12. ENVIRONMENTAL MATTERS.

(a) During the Term, Tenant will not use, store, dispose of, or release on the Leased Property or cause or permit to exist or be used, stored, disposed of or released on the Leased Property as a result of the operations of Tenant, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" under any Applicable Law, except in such quantities as may be required in the operations Tenant is permitted to conduct on the Leased Property and only if such use is in full compliance with all Applicable Laws.

(b) Tenant shall maintain in force, at its own expense, and cause its subcontractors accessing the Leased Property, to maintain in force at their expense, environmental/pollution liability insurance with minimum limits of \$1,000,000 per claim and with an aggregate limit of \$1,000,000, and Tenant shall name Landlord as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. § 8104-A, as limited by § 8104-B and § 8111.

SECTION 13. ASSIGNMENT. Tenant shall obtain Landlord's written consent before assigning or subletting the Leased Property in whole or in part (which consent shall not be unreasonably delayed, conditioned or withheld), provided that, Tenant shall have the right to assign or sublet this Lease without obtaining Landlord's consent to an Affiliate of Tenant, to an entity that purchases the Solar Facility or, prior to the construction of the Solar Facility, the development rights thereto, or to the purchaser of substantially all of the assets or membership interests of Tenant, or to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility, as set forth in Section 14 ("Permitted Assignees"). In the case of any permitted assignment, Tenant shall remain liable to Landlord for the payment of all Rent and all other amounts due hereunder and for the full performance of the covenants and conditions of this Lease unless the assignee executes an agreement expressly agreeing to assume all obligations of Tenant arising on and after the effective date of such assignment (an "Assignment and Assumption"). Upon any such assignment in accordance with this Section 13, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder. Notwithstanding any provision contained herein to the contrary, no party other than Tenant or a permitted assignee hereunder who has signed an Assignment and Assumption and who is carrying all insurance required to be carried by Tenant hereunder shall be entitled to enter onto, construct, operate or take possession of the Leased Property or the Solar Facility.

## SECTION 14. FINANCING.

(a) Financing Party. Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant's improvements located on the Leased Property by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Person or Persons providing all or a portion of the financing for the Solar Facility or any Person or Persons

providing a refinancing of any such financing or any trustee for such Person or Persons (each, a "Financing Party").

(b) Rights of Financing Party. In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party thirty (30) days' notice of and the opportunity to cure any Payment Default, defined in Section 16(b) below, by Tenant and sixty (60) days' notice of and the opportunity to cure any Non-Payment Default, defined in Section 16(b), by Tenant hereunder. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 14. Landlord shall be timely provided with current addresses for all Financing Parties and their assignees.

(c) Amendment of Lease; Third Party Beneficiary. At Tenant's request, Landlord agrees to amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that no such amendment or additional documents shall materially impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Financing Parties under this Lease.

#### SECTION 15. RECORDATION, CONFIDENTIALITY.

(a) Recording Memorandum. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease ("MOL") with the Registry, which MOL shall be substantially in the form attached hereto as Exhibit B and shall contain a reference to the easements and covenants granted by Landlord to Tenant hereunder and shall otherwise be in form and content reasonably acceptable to Tenant. Recordation of the MOL shall be at Tenant's sole expense.

(b) Confidentiality. Landlord shall maintain the confidentiality, for the benefit of Tenant and any assignee, of all information identified by the Tenant as confidential and pertaining to the Solar Facility and related equipment design, methods of operation, and the like, whether disclosed by Tenant or any assignee, or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its officers, employees or agents; or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity. Notwithstanding the foregoing, Landlord may disclose such information to Landlord's lenders, attorneys, accountants and other personal financial advisors

solely for use in connection with their representation of Landlord regarding this Lease; any prospective purchaser of all or any portion of Landlord's Property who has made a written offer to purchase or otherwise acquire Landlord's Property that Landlord desires to accept; or pursuant to lawful process, Freedom of Access Act request, subpoena or court order requiring such disclosure. For the avoidance of doubt, this Lease is a public record and is not subject to the confidentiality provisions of this Section 15(b). Landlord shall obtain Tenant's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Solar Facility, which consent may be withheld in Tenant's reasonable discretion.

## SECTION 16. DEFAULT AND REMEDIES.

(a) Default. If either Landlord or Tenant shall (i) fail to perform any of its respective obligations under this Lease, or (ii) become bankrupt or insolvent, or file any debtor proceedings or take or have taken against it or them in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (or of the property of any surety or guarantor) which shall not be removed within sixty (60) days of such filing if involuntary, or (iii) make an assignment for the benefit of creditors or petition for or enter into an agreement for reorganization, composition, or any other arrangement with its creditors under any federal or state law now or hereafter enacted, or suffer this Lease to be taken under any writ or execution or attachment (each, a "Default") and such Default remains uncured following the required notice and cure periods as provided below (an "Uncured Default"), the non-defaulting Party shall have the right to terminate this Lease by providing written notice of such termination to the defaulting Party ("Notice of Termination") and sue for damages and shall also be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law. Landlord shall deliver any Notice of Termination to any Financing Parties of Tenant of which it has notice and an address simultaneously with its delivery of such notice to Tenant. Upon Tenant's receipt or delivery of a Notice of Termination, Tenant shall promptly cease commercial operation of the Solar Facility and commence Decommissioning of the Solar Facility and all obligations of the Parties hereunder beyond the date of termination shall cease except Tenant's Decommissioning obligations and right to access the Leased Property to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof. Notwithstanding any provision contained herein to the contrary, in no event shall a termination of this Lease or of Tenant's right to possession of the Leased Property abrogate Tenant's obligation to pay Rent accruing hereunder through the expiration of the Decommissioning Period.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "Payment Default" shall mean the failure to make timely payments of a financial nature as provided herein and a "Non-Payment Default" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Landlord also agrees that any notice of Default issued by Landlord hereunder shall simultaneously be delivered to all Financing Parties of Tenant of which Landlord has been notified, if any. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within five (5) days of receipt of notice

thereof (with any such Payment Default Cure being inclusive of any interest as required under Section 5(b) hereof). Any Party receiving notice of a Non-Payment Default (other than a default under Section 16(a)(ii) or (iii) above for which no opportunity to cure is granted) shall have the opportunity to cure said Non-Payment Default within ten (10) days of receipt of notice thereof hereunder; provided, however, if the nature of the Non-Payment Default is such that it cannot with reasonable diligence be cured within such ten (10) day period, the Party receiving notice of such Non-Payment Default shall have not be in Default hereunder if it commences cure with said ten (10) day period and thereafter prosecutes the same to completion with commercially reasonable diligence.

## SECTION 17. DECOMMISSIONING.

(a) Decommissioning Responsibilities. During the Decommissioning Period, Tenant shall cease commercial operation of the Solar Facility and shall: (1) remove all components of the Solar Facility from the Leased Property, excluding foundations and underground cables that are buried at a depth of greater than two (2) feet, or to the depth that is required by Applicable Law, whichever is greater; (2) dispose of such components in accordance with Applicable Law; and (3) return the Leased Property to its original condition on the Effective Date, ordinary wear and tear excepted. It is expressly agreed that the Decommissioning obligations of Tenant shall not include the replanting of trees, unless otherwise required by Applicable Law. Tenant shall have access to the Leased Property throughout the Decommissioning Period necessary to perform its Decommissioning obligations hereunder. If Tenant has failed to Decommission the Solar Facility by the end of the Decommissioning Period, as required hereunder, Landlord may remove all property, including the Solar Facility in the event that any portion remains, from the Leased Property and deem such property to be abandoned, and may dispose of such property at Tenant's expense, free from any claim by Tenant or anyone claiming by, through or under Tenant, in addition to and not in limitation of Landlord's other rights and remedies hereunder, at law and in equity. In such event, Landlord will issue an invoice to Tenant for all reasonable costs of removing the Solar Facility as required by the Lease, and Tenant shall pay such invoice within thirty (30) days after receipt of the same.

(b) Decommissioning Financial Assurance. As used herein, the term "Financial Assurance" means an irrevocable letter of credit issued by a federally chartered bank or savings institution or a performance bond issued by a national surety reasonably acceptable to Landlord, naming Landlord as a beneficiary or obligee, which shall guarantee the satisfactory completion of Tenant's obligations arising under Section 17(a) of this Agreement. Prior to Construction Commencement, Tenant shall provide to Landlord, and maintain during the remainder of the Term, a Financial Assurance, acceptable to Landlord in its reasonable discretion, to secure Tenant's completion of the Decommissioning. Any such Financial Assurance, in strict accordance with its terms, shall only be available to complete the Decommissioning obligations set forth herein in the event that Tenant fails to timely perform them. The amount of the Financial Assurance for Decommissioning shall be determined by an estimate, prepared and signed by a Professional Engineer licensed in the State of Maine and reasonably acceptable to Landlord, of the cost to complete all Decommissioning work required under Section 17 hereof. Tenant shall pay the cost of the Professional Engineer's review. In the event that any federal, state, county or local governmental authority with jurisdiction over the Solar Facility or the Leased Property requires a Financial Assurance securing Decommissioning and the restoration

of the Leased Property in an amount at least equal to the Professional Engineer's estimate, then Tenant's satisfaction of those requirements shall satisfy the Financial Assurance requirement under this Section 17, provided that the Financial Assurance names Landlord as a beneficiary or obligee. After the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operation Date, Tenant shall engage and pay a Professional Engineer licensed in the State of Maine and reasonably acceptable to Landlord, to assess whether the amount of the Financial Assurance for Decommissioning continues to be adequate to cover the cost to complete all Decommissioning work required under Section 17 hereof. To the extent that the Solar Facility is constructed in phases, Tenant shall demonstrate compliance with this Section 17(b) at the commencement of each phase of development, such that the amount of the Financial Assurance shall always be sufficient to cover the costs to complete the Decommissioning obligations for the entire Solar Facility.

**SECTION 18. FORCE MAJEURE.** If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. For purposes of this Lease, "Force Majeure" means: (i) acts of God, including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions, epidemic or pandemic, which directly result in a Party's inability to perform its obligations, (ii) acts of government or any agency, subdivision or instrumentality thereof having, claiming, or asserting authority or jurisdiction over the subject matter, when any such act of government directly results in a Party's inability to perform its obligations, (iii) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly impairs a Party's ability to perform its obligations, and (iv) failures resulting from fires or other casualties affecting generation equipment, inverters, transformers, power lines, switching equipment, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations.

**SECTION 19. NOTICES.** Notices under this Lease shall be in writing and sent to the addresses and email addresses set forth below:

LANDLORD: Town of West Bath  
Attention: Town Administrator  
219 Foster's Point Rd.  
West Bath, ME 04530

With a copy (which shall not constitute notice) to: Sally J. Daggett, Esq.  
JENSEN BAIRD GARDNER & HENRY  
10 Free Street  
P.O. Box 4510  
Portland, ME 04112

TENANT: New Meadows Solar LLC  
c/o Walden Renewables Development LLC  
155 Fleet Street  
Portsmouth, NH 03801

With a copy (which shall not constitute notice) to: Beth Smith, Esq.  
Bernstein Shur, PA  
100 Middle Street, West Tower  
Portland, ME 04101

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to the last known address of the intended recipient. Notices may also be sent by electronic mail to the e-mail address for the applicable Party identified herein (as may be updated from time to time) for which the sending Party receives a confirmation that the email has been completely received by the intended recipient Party without error (out-of-office auto-responses shall not comply). Emails received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of either Party to notify the other Party of an address change for it or any Financing Party shall excuse the other Party from complying with any notice obligation herein to such changed addresses, provided however that the other Party will in no event be excused from providing notices required herein to all addresses that said other Party has notice of.

SECTION 20. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 21. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maine without reference to choice of law provisions.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Lease. References to Sections are, unless the context otherwise requires, references to Sections of this Lease. The words “hereto”, “hereof” and “hereunder” shall refer to this Lease as a whole and not to any particular provision of this Lease. The word “including” shall be deemed to be followed by the words “without limitation.”

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties concerning the subject matter of this Lease and supersedes all prior agreements between the Parties, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended only by a written instrument duly executed by both Parties which instrument, or a notice of which, must be recorded in the Registry.

(d) Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(e) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(g) No Assurance as to Development. Except as otherwise provided herein, Landlord hereby agrees and acknowledges that Tenant makes no representations, warranties, commitments or guarantees of any kind as to the Tenant's successfully developing, financing and/or constructing a Solar Facility on the Leased Property and the Landlord's receiving Operations Rent hereunder.

(h) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State of Maine may be performed on or before the next business day following the date provided herein.

(i) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

(j) No Brokers. Landlord and Tenant each represent and warrant to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease.

(k) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section.

(l) Compliance with Law. Tenant shall at all times comply in all material respects with all municipal, state, and, federal ordinances, rules, and statutes applicable to Tenant's use of the Leased Property as a Solar Facility.

**SECTION 22. JURY TRIAL WAIVER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER**

**OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

**SECTION 23.           SAFETY MEASURES; WAIVER AND RECOGNITION.**

Landlord shall comply with all safety, environmental, security, or other procedures reasonably set forth by Tenant as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry, provided that compliance with such standards does not result in any out-of-pocket cost to Landlord. LANDLORD IS AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY, AND KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES, AND LANDLORD SHALL HAVE NO RIGHT TO INDEMNITY PURSUANT TO SECTION 11 OF THIS LEASE FOR ANY SUCH CLAIMS, EXCEPT TO THE EXTENT OF TENANT'S NEGLIGENCE IN CAUSING SUCH CONDITIONS. LANDLORD ADDITIONALLY RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN PROXIMITY TO THE SOLAR FACILITY AND THE IMPORTANCE OF RESPECTING GATES, FENCES, SIGNAGE, RULES AND OTHER SAFETY MEASURES UTILIZED BY TENANT, AND LANDLORD AGREES TO EXERCISE SUCH CAUTION AND RESPECT SUCH MEASURES AT ALL TIMES AND TO CAUSE ITS PRINCIPALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND MEMBERS OF THE PUBLIC TO DO THE SAME, WITH FAILURE TO DO SO CONSTITUTING A LANDLORD DEFAULT HEREUNDER.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Lease is executed as a sealed instrument as of the Effective Date set forth above.

LANDLORD:

INHABITANTS OF THE TOWN OF WEST BATH

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

New Meadows Solar LLC

By: \_\_\_\_\_  
Name: Jack Kenworthy  
Title: Executive Officer

**EXHIBIT A**

Map of Leased Property

**EXHIBIT B**

Form of Memorandum of Lease  
(See Following Pages)

**After recording return to:**  
New Meadows Solar LLC  
155 Fleet Street  
Portsmouth, NH 03801

ATTN: Jack Kenworthy

## MEMORANDUM OF SOLAR LEASE AGREEMENT

In accordance with 33 M.R.S.A. § 201, THIS MEMORANDUM OF SOLAR LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of \_\_\_\_\_ 2022 (the "Effective Date"), between the Inhabitants of the Town of West Bath ("Landlord"), whose address is 219 Foster's Point Road, West Bath, ME 04530, New Meadows Solar LLC (together with its transferees, successors and assigns, "Tenant"), whose address is 155 Fleet Street, Portsmouth, NH 03801, with regards to the following:

1. LANDLORD AND TENANT DID ENTER INTO THAT CERTAIN SOLAR LEASE AGREEMENT OF EVEN DATE HERewith (THE "AGREEMENT"), WHICH AFFECTS THE REAL PROPERTY LOCATED IN SAGADAHOC COUNTY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO (THE "PROPERTY"). CAPITALIZED TERMS USED AND NOT DEFINED HEREIN HAVE THE MEANING GIVEN THE SAME IN THE AGREEMENT.

2. THE AGREEMENT GRANTS CERTAIN EASEMENTS THAT BENEFIT TENANT, AND AMONG OTHER THINGS, CONTAINS CERTAIN ADDITIONAL TERMS REGARDING PAYMENTS TO BE MADE BY TENANT TO LANDLORD, RIGHTS OF TENANT AND LANDLORD TO TERMINATE THE AGREEMENT, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, REPRESENTATIONS AND WARRANTIES BY TENANT AND LANDLORD TO EACH OTHER, THIRD PARTY USE RESTRICTIONS, AND OTHER MATTERS.

3. THE AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE FOR ONE OR MORE OF THE FOLLOWING A DEVELOPMENT PERIOD OF UP TO FOUR (4) YEARS, INCLUSIVE OF EXTENSIONS. IN THE EVENT THAT CERTAIN CONDITIONS ARE MET TO TENANT'S SATISFACTION AND A SOLAR FACILITY IS CONSTRUCTED THE TERM SHALL INCLUDE ADDITIONAL PERIODS OF UP TO FORTY (40) YEARS FOR OPERATIONS AND DECOMMISSIONING.

4. THIS MEMORANDUM DOES NOT SUPERSEDE, MODIFY, AMEND OR OTHERWISE CHANGE THE TERMS, CONDITIONS OR COVENANTS OF THE AGREEMENT, AND LANDLORD AND TENANT EXECUTED AND ARE RECORDING THIS MEMORANDUM SOLELY FOR THE PURPOSE OF PROVIDING CONSTRUCTIVE NOTICE OF THE AGREEMENT AND TENANT'S RIGHTS THEREUNDER. THE TERMS, CONDITIONS AND COVENANTS OF THE AGREEMENT ARE SET FORTH AT LENGTH IN THE AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN. THIS MEMORANDUM SHALL NOT, IN ANY

MANNER OR FORM WHATSOEVER, ALTER, MODIFY OR VARY THE TERMS, COVENANTS AND CONDITIONS OF THE AGREEMENT.

5. THIS MEMORANDUM SHALL ALSO BIND AND BENEFIT, AS THE CASE MAY BE, THE HEIRS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS OF THE RESPECTIVE PARTIES HERETO, AND ALL COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED HEREIN SHALL BE CONSTRUED AS COVENANTS RUNNING WITH THE LAND FOR THE PERIOD OF THE DEVELOPMENT TERM, OPERATIONS TERM, REPOWERING TERM, EXTENSION TERM, AND THE DECOMMISSIONING TERM.

6. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, LANDLORD SHALL HAVE NO OWNERSHIP, LIEN, SECURITY OR OTHER INTEREST IN ANY SOLAR FACILITIES INSTALLED ON THE PROPERTY, OR ANY PROFITS DERIVED THEREFROM, AND TENANT MAY REMOVE ANY OR ALL SOLAR FACILITIES AT ANY TIME.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

“Landlord”

“Tenant”

**INHABITANTS OF THE TOWN OF WEST BATH**, a body politic and Maine municipal corporation

**NEW MEADOWS SOLAR LLC**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
Name:  
Title

By: \_\_\_\_\_  
Name: John B. Kenworthy  
Title: Executive Officer

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_, County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, personally appeared **John Kenworthy**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A to Memorandum of Lease**  
Property Description

Approximately 55 acres of real property and improvements located 52 Arthur J. Reno Sr. Road, in the Town of West Bath, Sagadahoc County, State of Maine, more particularly described in a deed dated July 19, 1973 and recorded in the Sagadahoc County Registry of Deeds ("Registry") in Book 392 Page 35 and further designated on the Town's assessing maps as Tax Map R01, Lot 009 ("Landlord's Property").



## SOLAR LEASE

THIS SOLAR LEASE (“Lease”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the Inhabitants of the Town of West Bath, a Maine body corporate and politic, having an address of 219 Foster’s Point Road, West Bath, Maine 04530 (the “Landlord”) and New Meadows Solar LLC, a Delaware limited liability company, having an address of 155 Fleet Street, Portsmouth, New Hampshire 03801 (the “Tenant”). Landlord and Tenant may be referred to hereinafter collectively as the “Parties,” and individually as a “Party.”

### Recitals

A. Landlord is the owner in fee of approximately 55 acres of real property and improvements located at 52 Arthur J. Reno Sr. Road, in the Town of West Bath, Sagadahoc County, State of Maine, more particularly described in a deed dated July 19, 1973, and recorded in the Sagadahoc County Registry of Deeds (“Registry”) in Book 392, Page 35, and further designated on the Town’s assessing maps as Tax Map R01, Lot 009 (“Landlord’s Property”).

B. Tenant is engaged in the design, engineering, procurement, installation, ownership and operation of solar photovoltaic generation and/or energy storage facilities and wishes to lease some or all of the Landlord’s Property in order to develop, install, own, maintain and operate solar photovoltaic generation and/or energy storage equipment thereon and build an access road and Necessary Utilities (as that term is hereinafter defined) thereto and in connection therewith (“Leased Property”), and to deliver electrical energy produced by the solar photovoltaic generation facilities to third parties for sale via underground and/or above-ground wires and cables for the transmission of electrical energy, and Landlord is willing to lease the Leased Property to Tenant for such purpose, all on and subject to the terms and conditions of this Lease. A map depicting the Leased Property is attached hereto as Exhibit A, with the area comprising the Leased Property outlined in yellow, ~~and the Reserved Area (as that term is defined in Section 2(f)) shown in blue shading.~~ Landlord and Tenant acknowledge that the Leased Property shall be reduced to the “as-built” locations of the Solar Facility, access road, and Necessary Utilities as set forth in Section 2(b) hereof.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### SECTION 1. DEFINITIONS.

All capitalized terms used herein and not otherwise defined shall have the following meanings:

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

“Applicable Law” means any Law that is applicable to a Party to this Lease, the transactions described herein or the Solar Facility.

“Appurtenant Rights” has the meaning set forth in Section 2(c).

“Commercial Operation” means that the Solar Facility has been interconnected to a transmission system and has begun generating and transmitting electrical energy continuously and reliably to such transmission system in connection with commercial sales (excluding, however, electric energy delivered to such transmission system in connection with testing, start-up or commissioning).

“Commercial Operation Date” means the date that the Solar Facility achieves Commercial Operation.

“Construction Commencement” means the date of commencement of actual preparation or construction activities on the Leased Property in connection with the installation of the Solar Facility.

“Decommission” or “Decommissioning” means performance of the activities described in Section 17.

“Decommissioning Period” means the period commencing at the expiration or earlier termination of the Term and continuing until the earlier of (i) one hundred eighty (180) days following the expiration or earlier termination of the Term, or (ii) the date on which Tenant completes its Decommissioning activities hereunder.

“Default” has the meaning set forth in Section 16(a).

“Development Period” means the period from the Effective Date to and including the Commercial Operation Date, provided that the Development Period shall not exceed twenty-four (24) months unless extended by Tenant as set forth in Section 3(b).

“Development Period Extension” and “Development Period Extensions” have the meanings set forth in Section 3(b).

“Effective Date” has the meaning set forth in the introductory paragraph of this Lease.

“Financing Party” has the meaning set forth in Section 14(a).

“Force Majeure” has the meaning set forth in Section 18.

“Good Industry Practice” means the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry, or the electric industry, as applicable, during the relevant time period and with respect to the operation and maintenance of generating equipment similar in size and technology to the Solar Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. “Good Industry Practice” is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“Governmental Authority” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Interest Rate” has the meaning set forth in Section 6(b).

“Landlord’s Property” has the meaning set forth in Recital A.

“Law” means any law, constitutional provision, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, court order, registration, license, franchise, permit, authorization or guideline issued by a Governmental Authority.

“Leased Property” has the meaning set forth in Recital B, Section 2 and Exhibit A.

“Losses” has the meaning set forth in Section 11(d).

“Non-Payment Default” has the meaning set forth in Section 16(b).

“Notice of Lease” has the meaning set forth in Section 15(a).

“Notice of Termination” has the meaning set forth in Section 16(a).

“Operations Period” means the period from the Commercial Operation Date through the thirtieth (30<sup>th</sup>) anniversary of the Commercial Operation Date, subject to extension by Tenant as set forth in Section 3(c).

“Operations Period Extension” and “Operations Period Extensions” have the meanings set forth in Section 3(c).

“Payment Default” has the meaning set forth in Section 16(b).

“Permitted Use” means Tenant’s use of the Leased Property for solar energy purposes. “Solar energy purposes” means converting solar energy into electrical energy, and storing, collecting and transmitting the electrical energy so converted, and for related and incidental purposes and activities, all to such extent as Tenant shall deem reasonable or necessary in its sole discretion, including but not limited to: (a) determining the feasibility of solar energy conversion on the Leased Property, including studies on solar radiance, light direction and other meteorological data and extracting soil samples, and all other testing, studies or sampling desired by Tenant; (b) locating, constructing, installing, operating, maintaining, improving, repairing, relocating, and removing the Solar Facility on, above and below the ground of the Leased Property; (c) removing trees and other vegetation from the Leased Property; (d) depositing gravel, sand, soil and other natural materials on the Leased Property to access and support the Solar Facility (and equipment incidental to the Solar Facility) and digging trenches on the Leased Property; (e) installing gates, fences, and such other security measures as may be necessary or desirable in Lessee’s sole determination, to secure the Solar Facility; (f) installing, maintaining, using, and repairing on, above and below the Leased Property, structures, inverters, electrical wires, appurtenances and cables required for the conversion, collection, storage and transmission

of electrical energy; and (g) the development, permitting, installation, construction, interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Solar Facility and the production, delivery, sale and storage of electricity produced by the Solar Facility and/or associated environmental attributes and for all other purposes reasonable or incidental thereto.

“Permits” has the meaning set forth in Section 4(b).

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“Registry” has the meaning set forth in Section 15(a).

“Rent” means the payments to be made in accordance with Section 5 hereof.

~~“Reserved Area(s)” has the meaning set forth in Section 2(f).~~

“Solar Facility” means all of the equipment and infrastructure required for the construction, operation and maintenance of the solar photovoltaic generation facility which is to be installed by Tenant on the Leased Property, as more particularly described in Section 4.

“Taxes” has the meaning set forth in Section 6(a).

“Term” has the meaning set forth in Section 3(a).

“Uncured Default” has the meaning set forth in Section 16(a).

“Utility” means the owner of the electrical infrastructure (transmission and/or distribution lines, substations, etc.) into which the Solar Facility is interconnected to the electrical grid.

## SECTION 2. LEASED PROPERTY; UTILITY EASEMENT.

(a) Leased Property. Landlord hereby leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord “AS IS” without representation or warranty of any kind, except as otherwise expressly provided herein, for the Permitted Use and for the Term. Tenant acknowledges and agrees that it has inspected the Leased Property and, except as otherwise expressly provided herein, is not relying on any representation, warranty or statement from Landlord with respect to the suitability of the Leased Property for a Solar Facility in entering into this Lease. The parties agree that Tenant may only locate the Solar Facility on the portion of Landlord’s Property that is depicted as the “Eastern Portion of Parcel” on Exhibit A, but that Tenant may locate any access road and Necessary Utilities on the portion labeled “Western Portion of Parcel,” in accordance with the terms of this Lease.

(b) Reduction of Leased Property. If at any time(s) prior to the Commercial Operation Date it shall be necessary or advisable for Tenant to reduce the Leased Property area in order to satisfy any condition(s) of any Financing Party or Governmental Authority, Tenant shall have the right (but not the obligation) to reduce the Leased Property area to satisfy such condition(s); and in

such event, this Lease shall be amended to reduce the Leased Property area as aforesaid. In addition to the foregoing, within 60 days after the Commercial Operation Date, Tenant, at Tenant's sole cost and expense, shall survey Landlord's Property and the Leased Property to identify the as-built locations of the Solar Facility, access road, Necessary Utilities, and all appurtenances, and this Lease shall be amended to reduce the Leased Property area to such as-built locations and any buffers or setback areas or zones required by any Governmental Authority, including, without limitation, the Town of West Bath Planning Board, in connection with any permit, approval or authorization related to the Solar Facility. Within 60 days after the Commercial Operation Date, Tenant shall prepare a replacement Exhibit A depicting the final Leased Property area and present it to Landlord, upon which it shall become part of this Lease.

(c) Lease Rights. Landlord hereby grants to Tenant the following lease rights in, on, under, over, across, along and above the Leased Property (the "Lease Rights"):

(i) A right of access and of ingress to and egress from the Leased Property Solar Facility and Arthur J. Reno Sr. Road by means of any existing roads on the Leased Landlord's Property and/or the Reserved Area and by such other roads access road as Tenant may construct on the Leased Property and/or in the Reserved Area from time to time in locations approved by the Town of West Bath Road Commissioner (which approval shall not be unreasonably delayed, conditioned, or withheld), for the benefit of and for purposes incidental to Tenant's operations on the Leased Property. Such access road shall be part of the Leased Property and shall be included in the acreage used to determine Rent under Section 5(b) herein. Tenant shall construct ~~at~~ the access road in such a manner as shall not unreasonably interfere with Landlord's existing operations on the Reserved Area Landlord's Property, and Landlord shall have the right to access and use such road at all times. At the request of Landlord, and to the extent reasonably practicable, Tenant shall leave or plant a vegetative buffer to screen Landlord's existing improvements on the Reserved Area Landlord's Property from any new access road ~~(s)~~. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall use good faith and commercially reasonable efforts to locate the access road for the Solar Facility along or about the northerly boundary of the Reserved Area Landlord's Property; provided, however, that Tenant expressly reserves the right to locate the access road elsewhere on the Leased Landlord's Property and/or in the Reserved Area (subject to the terms and conditions set forth in this paragraph) if Tenant shall determine, in its sole but reasonable discretion, that the construction of the road in such location is unreasonable or impractical. During the Term, Tenant shall have access to the Leased Property twenty-four (24) hours a day, seven (7) days a week, without prior notice to Landlord.

(ii) The right to install, use, repair, improve, relocate, replace and remove the Solar Facility on the Leased Property, including the right to install, use, maintain, repair, replace, improve, remove, re-power and relocate battery systems and system modules within the Leased Property from time to time, and to install, use, repair, improve, relocate, replace and remove overhead and underground transmission, collection, and communication lines and related infrastructure for the collection, interconnection and transmission of electrical energy and communications in connection with the Solar Facility (such lines and infrastructure, collectively, "Necessary Utilities") on the Western Portion of Parcel in such location(s) as Landlord and Tenant shall mutually agree and in such a manner as shall not unreasonably interfere with

Landlord's existing operations on Landlord's Property, all in compliance with Good Industry Practice.

(iii) The exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any operations conducted by Tenant on the Leased Property.

(iv) The right to enter the Leased Property from time to time with personnel, vehicles, materials and equipment twenty-four (24) hours a day, seven (7) days a week for the purposes permitted hereunder, and to excavate and/or fill areas on the Leased Property, all to such extent as Tenant deems reasonably necessary and as is approved by Governmental Authorities; together with the right to use construction staging and laydown areas and operate cranes and other heavy-duty equipment in locations on the Leased Property and on lands adjacent to the Leased Property and owned by Landlord, which are specifically designated on Exhibit A, at all times as shall be reasonably necessary for installing, using, maintaining, repairing, replacing, improving, removing, repowering and relocating the Solar Facility on the Leased Property.

(v) The exclusive right to study, develop and use the Leased Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted.

(vi) The exclusive right to access, relocate (within the Leased Property) and maintain the Solar Facility on the Leased Property.

(vii) The exclusive right to capture, use and convert unobstructed solar resources over and across the Leased Property.

(viii) The right to subjacent and lateral support for the Solar Facility.

(d) Utility Easement. At the reasonable request of Tenant or the Utility, Landlord shall grant an Easement to the Utility, for a period consistent with standard Utility practice but at a minimum coterminous with and irrevocable during the Term, for access, ingress, egress, utilities and related rights to the Leased Property necessary to install or gain access to or to provide utility service to the Solar Facility, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and Landlord and in recordable form, and shall be recorded at the Registry at Tenant's sole expense.

(e) Tenant's Exercise of Rights; Acknowledgement of Landlord. Tenant may construct and install the Solar Facility on the Leased Property in the manner Tenant deems reasonable and appropriate in Tenant's sole discretion, provided it is consistent with the plans as approved by Governmental Authorities. Nothing expressly or impliedly contained in this Lease shall be construed to require Tenant to undertake construction or installation of the Solar Facility on the Leased Property; to continue operation of any part of the Solar Facility from time to time located on the Leased Property or elsewhere; or to generate or sell any minimum or maximum amount of

electrical energy from the Solar Facility; and the decision if, when and to what extent that construction and generation will occur shall be solely in Tenant's discretion. Landlord acknowledges that Tenant has made no representations or warranties to Landlord, including any regarding development of, or the likelihood of power generation from, the Leased Property. Landlord acknowledges that the installation of all or a portion of the Solar Facility will require physically mounting and adhering the Solar Facility to the ground, and by execution of this Lease, Landlord hereby consents to the same.

(f) ~~Reserved Area Disturbance.~~ Tenant and Landlord expressly agree that: (i) ~~the area depicted within the Leased Property as "RESERVED" in the map attached as Exhibit A shall be reserved for Landlord's exclusive use and Tenant shall not be able to locate any portion of the Solar Facility inside such reserved area or cut trees, remove vegetation, or otherwise disturb lands located outside of the Leased Property,~~ without the express written consent of Landlord, which consent may be withheld in Landlord's sole discretion ~~(the "Reserved Area"). The Reserved Area shall be reflected in the final as-built survey prepared by Tenant, and the common boundary between the Reserved Area and the Leased Property shall be marked in the field by surveyor's flags or pins. Notwithstanding the foregoing, there shall be no required buffer or setback from the Reserved Area and Tenant shall have the right, consistent with Good Industry Practice, to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or any other vegetation in the Reserved Area to the extent it prevents or otherwise obstructs insolation to the Leased Property as more fully set forth in Section 7. Except as set forth in the foregoing provision, the Tenant shall have no right to require the Landlord to cut or remove any of the existing vegetation in the Reserved Area, which shall remain and serve as a necessary buffer from the Solar Facility, at the Landlord's sole discretion.~~

### SECTION 3. TERM; EARLY TERMINATION.

(a) Term. The term of this Lease ("Term") shall consist of the Development Period, the Operations Period and the Decommissioning Period and shall commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the thirtieth (30th) anniversary of the Commercial Operation Date, unless sooner terminated in accordance with the terms hereof. Tenant shall deliver written notice to Landlord identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs.

(b) Extension of Development Period. Provided that there does not then exist an Uncured Default by Tenant hereunder, and further provided that Tenant is actively pursuing development completion (i.e., has submitted permit applications, Utility interconnection requests, etc.) Tenant shall have the option to extend the Development Period beyond the initial Development Period, for two (2) successive periods of one (1) year each (individually a "Development Period Extension" and collectively, the "Development Period Extensions") in each case exercisable by Tenant providing written notice of such extension to Landlord no fewer than ninety (90) days prior to the end of the then-current Development Period or Development Period Extension, whereupon the Development Period shall be and be deemed extended for the applicable Development Period Extension on the terms and conditions set forth herein which terms and conditions shall be and remain in full force in effect during any such Development Period Extension.

(c) Extension of Operations Period. Provided that there does not then exist an Uncured Default by Tenant hereunder, Tenant shall have the option to extend the Operations Period beyond the initial Operations Period, for two (2) successive periods of five (5) years each (individually an “Operations Period Extension” and collectively, the “Operations Period Extensions”) in each case exercisable by Tenant providing written notice of such extension to Landlord no fewer than ninety (90) days prior to the end of the then-current Operations Period or Operations Period Extension, whereupon the Operations Period shall be extended for the applicable Operations Period Extension on the terms and conditions set forth herein which terms and conditions shall be and remain in full force in effect during any such Operations Period Extension.

(d) Early Termination by Landlord. Notwithstanding any provision contained herein to the contrary, Landlord may terminate this Lease upon thirty (30) days’ written notice to Tenant given in accordance with the notice provisions hereof if the Commercial Operation Date has not been reached by the end of the Development Period or Development Extension Period(s), as applicable. If Landlord terminates this Lease in accordance with this Section 3(d), the Development Period shall be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant’s Decommissioning obligations and right to access the Leased Property in order to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof.

(e) Early Termination by Tenant. Notwithstanding any provision contained herein to the contrary, if, during the Development Period, Tenant determines in its sole discretion that the Leased Property is not suitable for the construction and/or operation of the Solar Facility, Tenant may terminate this Lease upon thirty (30) days’ written notice to Landlord given in accordance with the notice provisions. If Tenant terminates this Lease in accordance with this Section 3(e), the Development Period shall be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant’s Decommissioning obligations and right to access the Leased Property in order to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof.

#### SECTION 4. INSTALLATION, OPERATION AND OWNERSHIP OF THE SOLAR FACILITY.

(a) Landlord’s Consent. Landlord hereby consents to Tenant’s installation of the Solar Facility on the Leased Property, including, without limitation, solar photovoltaic cells, panels, mirrors, lenses, batteries and related equipment, access and utility roads, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering and storage equipment, operations and/or maintenance structures, communications equipment and Utility interconnections. Landlord acknowledges and agrees that solar energy technologies are improving at a rapid rate and that it is possible that Tenant may (although Tenant shall not be required to) replace from time to time parts or all of the then-existing Solar Facility with newer models or designs which have increased energy capture and efficiency, and Landlord hereby consents to any and all such replacement.

(b) Permits; Utility Upgrades. Tenant, at its sole cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for the installation, operation, maintenance and Decommissioning of the Solar Facility on the Leased Property and the distribution and sale of energy from the Solar Facility, and Tenant shall comply at all times with such Permits. Nothing herein shall be deemed to imply or assure approval of any Permits from Town of West Bath boards, committees, or officials; provided, however, that Landlord shall not interfere with, or make unduly burdensome, Tenant's pursuit of such Permits. Landlord makes no representation as to the permitting or licensing of the Solar Facility or Tenant's proposed use of the Leased Property; Tenant shall have the sole responsibility for determining the suitability of the Leased Property for purposes of developing the Solar Facility. Tenant shall provide Landlord a reasonable opportunity to review the draft application materials for any such governmental approval prior to submission thereof for regulatory review, and shall not submit any application materials without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Tenant's proposed improvements do not interfere with Landlord's improvements on the Leased Property existing as of the Effective Date.

(c) Progress of Installation. At Landlord's request, Tenant shall give Landlord updates on the progress of the development and installation of the Solar Facility; provided, however, that such updates are advisory only and Tenant shall not be restricted in any way from exercising Tenant's rights hereunder as a result of such updates.

(d) Access; Operation; Repair and Replacement. Tenant, its employees, invitees, agents, contractors and subcontractors shall have unrestricted access to the Leased Property at all times during the Term and shall have the right to install, operate, maintain, repair, replace, improve upon, modify, add to and dispose of all or any portion of the Solar Facility.

(e) Personal Property; Ownership. Landlord acknowledges and agrees that the Solar Facility, except as otherwise expressly set forth herein, is and shall remain the personal property of Tenant and that no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facility is or may be attached to any real property of Landlord, and Landlord further acknowledges and agrees that Landlord shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that such Solar Facility or portions thereof may be physically mounted on or adhered to the Leased Property, except as expressly set forth herein. The parties acknowledge and agree that, as between them, except as otherwise expressly set forth herein, Tenant shall be the owner of the Solar Facility and all products and attributes associated with the existence and operation of the Solar Facility throughout the Term, including, without limitation, electric energy generated and stored by the Solar Facility, electricity net metering credits, electricity capacity, renewable energy certificates and all tax and other governmental financial incentives generated and resulting from the existence or operation of the Solar Facility. Title to the Solar Facility, and all improvements thereto and permits and entitlements associated therewith, shall at all times be and remain with Tenant, except as otherwise expressly set forth herein.

(f) Landlord's Cooperation. Landlord shall provide reasonable support and cooperation to Tenant in Tenant's conduct of its operations and exercise of its rights under this Lease (including without limitation, Tenant's efforts to obtain Permits, obtain financing from any Financing Party, defined below, or engage in any permitted assignment of this Lease). Without limiting the generality of the foregoing, Landlord acknowledges and agrees that the activities of Tenant contemplated by this Lease may be accomplished by Tenant or one or more third parties authorized by Tenant, and Landlord shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Lease. Notwithstanding the foregoing, it is expressly understood by the parties that any support and cooperation under this Section 4(f) shall not result in any out-of-pocket expenses for Landlord.

## SECTION 5. RENT PAYMENTS.

(a) Development Period Rent. During the Development Period, Tenant shall pay Landlord rent in the amount of one thousand dollars (\$1,000) per month ("Development Period Rent"). In the event that the Development Period is extended, the Development Period Rent shall increase by ten percent (10.0%) per annum upon commencement of each such Development Period Extension. Development Period Rent shall be paid twice annually, with the first payment (in the amount of \$6,000) being due within ten (10) days of the Effective Date, and each subsequent payment being due every six (6) months thereafter. Development Period Rent shall be prorated to the extent that the duration of the Development Period or any Development Period Extension is not a full year.

(b) Operations Period Rent. Commencing on the Commercial Operation Date and continuing to the end of the Operations Period, Tenant shall pay Landlord rent annually in the amount two thousand five hundred dollars (\$2,500) per acre of the Leased Property ("Operations Period Rent"). Operations Period Rents shall be paid quarterly in advance. For example, if the Leased Property (as reduced in accordance with Section 2(b) hereof) contains twenty (20) acres, and the Commercial Operation Date is April 1<sup>st</sup>, then the annual Operations Period Rent shall be fifty thousand dollars (\$50,000) per year and the first quarterly payment shall be in the amount of twelve thousand five hundred dollars (\$12,500) and shall be due within seven (7) days of April 1. In the event that the Commercial Operation Date is not on the first day of the quarter, then the first quarterly payment made in accordance with this Section 5(b) shall be prorated. If any Operations Period Rent is unpaid after the seventh day of the quarter in which it is due, interest will accrue on any such unpaid amount at the rate of ten percent (10%) per annum until the date such amount is paid in full to Landlord. The amount of the Operations Period Rent shall increase by two percent (2.0%) on each anniversary of the Commercial Operation Date until the end of the Operations Period. In the event that the Operations Period is extended in accordance with Section 3(c), the Operations Period Rent shall increase by ten percent (10.0%) in the first year of each such Operations Period Extension, and then by two percent (2.0%) in each subsequent year of the Operations Period.

(c) Method of Payment. Rent may be paid by check made payable to the Town of West Bath, or by ACH deposit or wire transfer, in Tenant's sole discretion. Upon request by Tenant, Landlord shall provide Tenant with account information to which ACH deposits or wire transfers may be made.

## SECTION 6. TAXES.

(a) Tenant shall pay when due (i) all applicable real or personal property taxes attributable to improvements or facilities installed by Tenant on the Leased Property, and (ii) all applicable real estate taxes attributable to the Leased Property (together, the "Tenant Taxes"). Notwithstanding anything in this Lease to the contrary, if at any time during the Term of the Lease the Tenant Taxes due to the Town of West Bath amount to an annual aggregate tax payment of an amount less than \$3,500 per megawatt AC of installed solar PV capacity for the entire Solar Facility, which amount shall increase by two percent (2.0%) on each anniversary of the Commercial Operation Date until the end of the Operations Period ("Tax Floor"), Tenant shall pay to Landlord the difference between the amount of Tenant Taxes then due and the Tax Floor in the form of a voluntary tax payment.

(b) Failure to Pay. If any such real or personal property taxes or assessments are due and payable and either Party fails to fulfill its obligations under this Section 6, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill and obtain reimbursement for such amount paid on behalf of such Party plus interest thereon at a rate equal to the lesser of (i) one percent (1%) per month (twelve percent (12%) per annum) or (ii) the highest rate allowed under Applicable Law ("Interest Rate"). If Tenant pays taxes, assessments, and/or real property taxes on behalf of Landlord that are Landlord's obligation hereunder, Tenant may offset the amount of such payments against amounts due Landlord under this Lease provided any such payment to Landlord shall specifically designate the amount to be paid before the offset, the amount of the offset and the net amount paid as a result of the credit for the offset. If Landlord pays taxes, assessments, and/or real property taxes on behalf of Tenant that are Tenant's obligations hereunder, Tenant will include the amount of such payment as a supplement to Landlord's next payment due under this Lease. Any such supplemental payment to Landlord shall specifically designate the amount to be paid before the supplement, the amount of the supplement, and the total amount paid as a result of the supplement.

(c) The Parties further acknowledge that all laws of the State of Maine now in effect or hereafter enacted with respect to taxation of property shall be applicable. The Parties hereby covenant and agree that the assumptions, estimates, analysis and results set forth in this Lease shall in no way prejudice the rights of any Party to be used, in any way, by any Party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Tenant's property for purposes of ad valorem property taxation.

## SECTION 7. INSOLATION.

Landlord acknowledges and agrees that the free and unobstructed flow of sunlight ("Insolation") is essential to the value to Tenant of the leasehold interest granted hereunder and is a material inducement to Tenant in entering into this Lease. Among the Lease Rights granted and conveyed under Section 2(c) by Landlord to Tenant is the exclusive right to the flow of sunshine and solar radiation to and across the Leased Property (the "Isolation Lease Right"). Accordingly, Landlord shall not cause or knowingly permit any interference with Insolation reaching the Leased Property. Without limiting the foregoing, Landlord shall not construct or

knowingly permit to be constructed any structure on the Leased Property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or knowingly permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Leased Property, Landlord shall advise Tenant of such information. Notwithstanding any other provision of this Lease, the Parties agree that (a) Tenant would be irreparably harmed by a breach of the provisions of this Section 7, (b) an award of monetary damages would be inadequate to remedy such a breach, and (c) Tenant shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any violation of such covenants and to specifically enforce Tenant's rights hereunder. This right to injunctive relief shall be cumulative and in addition to any other remedies that Tenant may otherwise have at law or in equity. Landlord and Tenant further agree to execute and record such instruments or addenda to this Lease as may be required under applicable state or local law to evidence the grant of this Insolation Lease Right and the covenants by Landlord made in this Section 7. In addition, Tenant is permitted to, with prior written consent of Landlord, (i) to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation on the Landlord's Property to the extent it prevents or otherwise obstructs Insolation to the Leased Property, (ii) except with respect to existing buildings on the Leased Property as of the Effective Date, to dismantle, demolish or remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, that prevents or otherwise obstructs Insolation to the Leased Property, and (iii) to excavate, grade, level and otherwise modify portions of the Leased Property as necessary for the installation of the Solar Facility and related improvements on the Leased Property.

#### SECTION 8. MAINTENANCE AND REPAIR.

Tenant shall, at its sole cost and expense, maintain and repair the Solar Facility and the Leased Property during the Term in a good and workmanlike manner and in compliance with Good Industry Practice and all Applicable Laws. Landlord shall have no obligation to maintain or repair the Solar Facility or the Leased Property during the Term.

#### SECTION 9. QUIET ENJOYMENT; NON-INTERFERENCE; UTILITIES; LIENS.

(a) Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing Tenant's other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Leased Property throughout the Term.

(b) No Interference. Landlord covenants and agrees with Tenant not to conduct activities on, in or about the Leased Property that have a reasonable likelihood of causing damage or impairment to, or otherwise materially adversely affecting, the Solar Facility. Tenant shall be solely responsible for implementing and maintaining any security measures to prevent theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Solar Facility or the Leased Property. Notwithstanding the foregoing or any provision contained herein to the contrary, Landlord shall have the right to access the Leased Property to inspect same at any time upon at least twenty-four

(24) hours advance notice and without notice at any time in the event of an emergency and Tenant shall provide Landlord with all necessary keys or access codes to allow for such access.

(c) Utilities. Tenant shall procure, at its own cost and expense, and Landlord shall not be obligated to provide, all utilities (including electricity, water and telecommunications) necessary for the development and start-up of the Solar Facility and as required for maintenance, repair, replacement and upgrade activities throughout the Term.

(d) Mechanic's Liens. Tenant shall keep the Leased Property free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed for or furnished to Tenant or in connection with the use of the Leased Property by Tenant. Tenant may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this subsection within ninety (90) days of notice to Tenant of the creation of any such lien or encumbrance.

#### SECTION 10. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL CERTIFICATE.

(a) Subordination and Non-Disturbance. Any mortgage or other security interest encumbering the Leased Property shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Property as long as there is not then an Uncured Default by Tenant hereunder. In the event Landlord's Property is encumbered by a mortgage or other security interest, immediately after this Lease is executed, Landlord will obtain and furnish to Tenant a non-disturbance agreement for each such mortgage or other security interest in recordable form reasonably satisfactory to Tenant. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering Landlord's Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents and other amounts that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults together with an administrative fee of five (5%) on such sums.

(b) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Financing Party (as defined below), a prospective purchaser of the Solar Facility, the Leased Property, or such other party as may commonly request such a certificate, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

#### SECTION 11. INSURANCE AND INDEMNITY.

(a) Liability Insurance. Tenant agrees that at its own cost and expense during the Term, it will maintain comprehensive general liability and automobile liability insurance policies, with liability limits for each policy of not less than \$1,000,000.00 for injury to or death of one or more persons in any one occurrence, with an annual aggregate limit of no less than \$2,000,000.00,

and Tenant shall maintain adequate casualty insurance for damage or destruction to its improvements situated on the Leased Property, naming Landlord as an additional insured. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on the Leased Property, naming Tenant as additional insured; provided that such insurance coverage will be at least in the amount of \$400,000, and will be increased from time to time, but only if required to meet the provisions of the Maine Tort Claims Act, as it may be amended. Prior to Tenant undertaking any activities requiring a physical presence on the Leased Property, Tenant and Landlord shall each provide a certificate of insurance naming the other party as an additional insured on such insurance policies, except that Tenant shall name Landlord as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. § 8104-A, as limited by § 8104-B and § 8111. With regard to the liability insurance policies, Tenant shall provide Landlord a certificate of insurance evidencing such coverage in one of the following ways: (i) "the policy has been endorsed to name the Town of West Bath as an Additional Insured" and a copy of the endorsement must come to the Town of West Bath with the certificate, or (ii) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the Town of West Bath is automatically made an additional insured." A certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the Town of West Bath is named as an Additional Insured, will not be acceptable. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days' prior written notice to each insured named therein.

(b) Worker's Compensation and Employer's Liability. Tenant shall maintain Worker's Compensation Insurance, as required by law, and employer's liability insurance with coverage of at least \$1,000,000. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the Town of West Bath, its agents, officers or employees.

(c) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments (collectively, "Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) any operations of the indemnifying Party on the Leased Property; (ii) the negligent or willful acts or omissions of the indemnifying Party, its agents, officers or employees or others under the indemnifying Party's control in connection with this Lease; or (iii) an Uncured Default of the indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party; and provided further, that notwithstanding anything herein to the contrary, this indemnification requirement shall not be construed as a waiver of Landlord's right to assert any and all defenses in response to claims made against Landlord, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

(d) Environmental Indemnity. Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Landlord or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Tenant or any of its employees, invitees, agents, contractors or subcontractors after the Effective Date. Notwithstanding the foregoing, the indemnity provided under this Section 11(d) by a Party shall not extend to Losses to the extent caused by the other Party or the indemnified parties of the other Party; and provided further, that notwithstanding anything herein to the contrary, Landlord expressly reserves all immunity and discretionary rights, defenses and protections as provided by Maine law, including but not limited to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*

(e) Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease.

#### SECTION 12. ENVIRONMENTAL MATTERS.

(a) During the Term, Tenant will not use, store, dispose of, or release on the Leased Property or cause or permit to exist or be used, stored, disposed of or released on the Leased Property as a result of the operations of Tenant, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" under any Applicable Law, except in such quantities as may be required in the operations Tenant is permitted to conduct on the Leased Property and only if such use is in full compliance with all Applicable Laws.

(b) Tenant shall maintain in force, at its own expense, and cause its subcontractors accessing the Leased Property, to maintain in force at their expense, environmental/pollution liability insurance with minimum limits of \$1,000,000 per claim and with an aggregate limit of \$1,000,000, and Tenant shall name Landlord as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. § 8104-A, as limited by § 8104-B and § 8111.

SECTION 13. ASSIGNMENT. Tenant shall obtain Landlord's written consent before assigning or subletting the Leased Property in whole or in part (which consent shall not be unreasonably delayed, conditioned or withheld), provided that, Tenant shall have the right to assign or sublet this Lease without obtaining Landlord's consent to an Affiliate of Tenant, to an entity that purchases the Solar Facility or, prior to the construction of the Solar Facility, the development rights thereto, or to the purchaser of substantially all of the assets or membership interests of Tenant, or to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility, as set forth in Section 14 ("Permitted Assignees"). In the case of any permitted assignment, Tenant shall remain liable to Landlord for the payment of all Rent and all other amounts due hereunder and for the full performance of the covenants and conditions of this

Lease unless the assignee executes an agreement expressly agreeing to assume all obligations of Tenant arising on and after the effective date of such assignment (an "Assignment and Assumption"). Upon any such assignment in accordance with this Section 13, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder. Notwithstanding any provision contained herein to the contrary, no party other than Tenant or a permitted assignee hereunder who has signed an Assignment and Assumption and who is carrying all insurance required to be carried by Tenant hereunder shall be entitled to enter onto, construct, operate or take possession of the Leased Property or the Solar Facility.

#### SECTION 14. FINANCING.

(a) Financing Party. Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant's improvements located on the Leased Property by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Person or Persons providing all or a portion of the financing for the Solar Facility or any Person or Persons providing a refinancing of any such financing or any trustee for such Person or Persons (each, a "Financing Party").

(b) Rights of Financing Party. In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party thirty (30) days' notice of and the opportunity to cure any Payment Default, defined in Section 16(b) below, by Tenant and sixty (60) days' notice of and the opportunity to cure any Non-Payment Default, defined in Section 16(b), by Tenant hereunder. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 14. Landlord shall be timely provided with current addresses for all Financing Parties and their assignees.

(c) Amendment of Lease; Third Party Beneficiary. At Tenant's request, Landlord agrees to amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that no such amendment or additional documents shall materially impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Financing Parties under this Lease.

#### SECTION 15. RECORDATION, CONFIDENTIALITY.

(a) Recording Memorandum. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease (“MOL”) with the Registry, which MOL shall be substantially in the form attached hereto as Exhibit B and shall contain a reference to the easements and covenants granted by Landlord to Tenant hereunder and shall otherwise be in form and content reasonably acceptable to Tenant. Recordation of the MOL shall be at Tenant’s sole expense.

(b) Confidentiality. Landlord shall maintain the confidentiality, for the benefit of Tenant and any assignee, of all information identified by the Tenant as confidential and pertaining to the Solar Facility and related equipment design, methods of operation, and the like, whether disclosed by Tenant or any assignee, or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its officers, employees or agents; or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity. Notwithstanding the foregoing, Landlord may disclose such information to Landlord’s lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease; any prospective purchaser of all or any portion of Landlord’s Property who has made a written offer to purchase or otherwise acquire Landlord’s Property that Landlord desires to accept; or pursuant to lawful process, Freedom of Access Act request, subpoena or court order requiring such disclosure. For the avoidance of doubt, this Lease is a public record and is not subject to the confidentiality provisions of this Section 15(b). Landlord shall obtain Tenant’s written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Solar Facility, which consent may be withheld in Tenant’s reasonable discretion.

## SECTION 16. DEFAULT AND REMEDIES.

(a) Default. If either Landlord or Tenant shall (i) fail to perform any of its respective obligations under this Lease, or (ii) become bankrupt or insolvent, or file any debtor proceedings or take or have taken against it or them in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant’s property (or of the property of any surety or guarantor) which shall not be removed within sixty (60) days of such filing if involuntary, or (iii) make an assignment for the benefit of creditors or petition for or enter into an agreement for reorganization, composition, or any other arrangement with its creditors under any federal or state law now or hereafter enacted, or suffer this Lease to be taken under any writ or execution or attachment (each, a “Default”) and such Default remains uncured following the required notice and cure periods as provided below (an “Uncured Default”), the non-defaulting Party shall have the right to terminate this Lease by providing written notice of such termination to the defaulting Party (“Notice of Termination”) and sue for damages and shall also be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law. Landlord shall deliver any Notice of Termination to any Financing Parties of Tenant of which it has notice and an address simultaneously with its delivery of such notice to Tenant. Upon Tenant’s receipt or delivery of a Notice of Termination, Tenant shall promptly cease commercial operation of the Solar Facility and commence Decommissioning of the Solar Facility and all obligations of the Parties hereunder beyond the date of termination shall cease except Tenant’s

Decommissioning obligations and right to access the Leased Property to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof. Notwithstanding any provision contained herein to the contrary, in no event shall a termination of this Lease or of Tenant's right to possession of the Leased Property abrogate Tenant's obligation to pay Rent accruing hereunder through the expiration of the Decommissioning Period.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "Payment Default" shall mean the failure to make timely payments of a financial nature as provided herein and a "Non-Payment Default" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Landlord also agrees that any notice of Default issued by Landlord hereunder shall simultaneously be delivered to all Financing Parties of Tenant of which Landlord has been notified, if any. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within five (5) days of receipt of notice thereof (with any such Payment Default Cure being inclusive of any interest as required under Section 5(b) hereof). Any Party receiving notice of a Non-Payment Default (other than a default under Section 16(a)(ii) or (iii) above for which no opportunity to cure is granted) shall have the opportunity to cure said Non-Payment Default within ten (10) days of receipt of notice thereof hereunder; provided, however, if the nature of the Non-Payment Default is such that it cannot with reasonable diligence be cured within such ten (10) day period, the Party receiving notice of such Non-Payment Default shall have not be in Default hereunder if it commences cure with said ten (10) day period and thereafter prosecutes the same to completion with commercially reasonable diligence.

#### SECTION 17. DECOMMISSIONING.

(a) Decommissioning Responsibilities. During the Decommissioning Period, Tenant shall cease commercial operation of the Solar Facility and shall: (1) remove all components of the Solar Facility from the Leased Property, excluding foundations and underground cables that are buried at a depth of greater than two (2) feet, or to the depth that is required by Applicable Law, whichever is greater; (2) dispose of such components in accordance with Applicable Law; and (3) return the Leased Property to its original condition on the Effective Date, ordinary wear and tear excepted. It is expressly agreed that the Decommissioning obligations of Tenant shall not include the replanting of trees, unless otherwise required by Applicable Law. Tenant shall have access to the Leased Property throughout the Decommissioning Period necessary to perform its Decommissioning obligations hereunder. If Tenant has failed to Decommission the Solar Facility by the end of the Decommissioning Period, as required hereunder, Landlord may remove all property, including the Solar Facility in the event that any portion remains, from the Leased Property and deem such property to be abandoned, and may dispose of such property at Tenant's expense, free from any claim by Tenant or anyone claiming by, through or under Tenant, in addition to and not in limitation of Landlord's other rights and remedies hereunder, at law and in equity. In such event, Landlord will issue an invoice to Tenant for all reasonable costs of removing the Solar Facility as required by the Lease, and Tenant shall pay such invoice within thirty (30) days after receipt of the same.

(b) Decommissioning Financial Assurance. As used herein, the term “Financial Assurance” means an irrevocable letter of credit issued by a federally chartered bank or savings institution or a performance bond issued by a national surety reasonably acceptable to Landlord, naming Landlord as a beneficiary or obligee, which shall guarantee the satisfactory completion of Tenant’s obligations arising under Section 17(a) of this Agreement. Prior to Construction Commencement, Tenant shall provide to Landlord, and maintain during the remainder of the Term, a Financial Assurance, acceptable to Landlord in its reasonable discretion, to secure Tenant’s completion of the Decommissioning. Any such Financial Assurance, in strict accordance with its terms, shall only be available to complete the Decommissioning obligations set forth herein in the event that Tenant fails to timely perform them. The amount of the Financial Assurance for Decommissioning shall be determined by an estimate, prepared and signed by a Professional Engineer licensed in the State of Maine and reasonably acceptable to Landlord, of the cost to complete all Decommissioning work required under Section 17 hereof. Tenant shall pay the cost of the Professional Engineer’s review. In the event that any federal, state, county or local governmental authority with jurisdiction over the Solar Facility or the Leased Property requires a Financial Assurance securing Decommissioning and the restoration of the Leased Property in an amount at least equal to the Professional Engineer’s estimate, then Tenant’s satisfaction of those requirements shall satisfy the Financial Assurance requirement under this Section 17, provided that the Financial Assurance names Landlord as a beneficiary or obligee. After the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operation Date, Tenant shall engage and pay a Professional Engineer licensed in the State of Maine and reasonably acceptable to Landlord, to assess whether the amount of the Financial Assurance for Decommissioning continues to be adequate to cover the cost to complete all Decommissioning work required under Section 17 hereof. To the extent that the Solar Facility is constructed in phases, Tenant shall demonstrate compliance with this Section 17(b) at the commencement of each phase of development, such that the amount of the Financial Assurance shall always be sufficient to cover the costs to complete the Decommissioning obligations for the entire Solar Facility.

SECTION 18. FORCE MAJEURE. If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. For purposes of this Lease, “Force Majeure” means: (i) acts of God, including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions, epidemic or pandemic, which directly result in a Party’s inability to perform its obligations, (ii) acts of government or any agency, subdivision or instrumentality thereof having, claiming, or asserting authority or jurisdiction over the subject matter, when any such act of government directly results in a Party’s inability to perform its obligations, (iii) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly impairs a Party’s ability to perform its obligations, and (iv) failures resulting from fires or other casualties affecting generation equipment, inverters, transformers, power lines, switching

equipment, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations.

SECTION 19. NOTICES. Notices under this Lease shall be in writing and sent to the addresses and email addresses set forth below:

LANDLORD: Town of West Bath  
Attention: Town Administrator  
219 Foster's Point Rd.  
West Bath, ME 04530

With a copy (which shall not constitute notice) to: Sally J. Daggett, Esq.  
JENSEN BAIRD GARDNER & HENRY  
10 Free Street  
P.O. Box 4510  
Portland, ME 04112

TENANT: New Meadows Solar LLC  
c/o Walden Renewables Development LLC  
155 Fleet Street  
Portsmouth, NH 03801

With a copy (which shall not constitute notice) to: Beth Smith, Esq.  
Bernstein Shur, PA  
100 Middle Street, West Tower  
Portland, ME 04101

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to the last known address of the intended recipient. Notices may also be sent by electronic mail to the e-mail address for the applicable Party identified herein (as may be updated from time to time) for which the sending Party receives a confirmation that the email has been completely received by the intended recipient Party without error (out-of-office auto-responses shall not comply). Emails received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of either Party to notify the other Party of an address change for it or any Financing Party shall excuse the other Party from complying with any notice obligation herein to such changed addresses, provided however that the other Party will in no event be excused from providing notices required herein to all addresses that said other Party has notice of.

SECTION 20. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 21. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maine without reference to choice of law provisions.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Lease. References to Sections are, unless the context otherwise requires, references to Sections of this Lease. The words “hereto”, “hereof” and “hereunder” shall refer to this Lease as a whole and not to any particular provision of this Lease. The word “including” shall be deemed to be followed by the words “without limitation.”

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties concerning the subject matter of this Lease and supersedes all prior agreements between the Parties, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended only by a written instrument duly executed by both Parties which instrument, or a notice of which, must be recorded in the Registry.

(d) Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(e) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

(f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(g) No Assurance as to Development. Except as otherwise provided herein, Landlord hereby agrees and acknowledges that Tenant makes no representations, warranties, commitments or guarantees of any kind as to the Tenant’s successfully developing, financing and/or constructing a Solar Facility on the Leased Property and the Landlord’s receiving Operations Rent hereunder.

(h) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State of Maine may be performed on or before the next business day following the date provided herein.

(i) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

(j) No Brokers. Landlord and Tenant each represent and warrant to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease.

(k) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section.

(l) Compliance with Law. Tenant shall at all times comply in all material respects with all municipal, state, and, federal ordinances, rules, and statutes applicable to Tenant's use of the Leased Property as a Solar Facility.

**SECTION 22. JURY TRIAL WAIVER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

**SECTION 23. SAFETY MEASURES; WAIVER AND RECOGNITION.** Landlord shall comply with all safety, environmental, security, or other procedures reasonably set forth by Tenant as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry, provided that compliance with such standards does not result in any out-of-pocket cost to Landlord. LANDLORD IS AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY, AND KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES, AND LANDLORD SHALL HAVE NO RIGHT TO INDEMNITY PURSUANT TO SECTION 11 OF THIS LEASE FOR ANY SUCH CLAIMS, EXCEPT TO THE EXTENT OF TENANT'S NEGLIGENCE IN CAUSING SUCH CONDITIONS. LANDLORD ADDITIONALLY RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN PROXIMITY TO THE SOLAR FACILITY AND THE IMPORTANCE OF RESPECTING GATES, FENCES, SIGNAGE, RULES AND OTHER SAFETY MEASURES UTILIZED BY TENANT, AND LANDLORD AGREES TO EXERCISE SUCH CAUTION AND RESPECT SUCH MEASURES AT ALL TIMES AND TO CAUSE ITS PRINCIPALS, MEMBERS, OFFICERS,

EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND MEMBERS OF THE PUBLIC TO DO THE SAME, WITH FAILURE TO DO SO CONSTITUTING A LANDLORD DEFAULT HEREUNDER.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Lease is executed as a sealed instrument as of the Effective Date set forth above.

LANDLORD:

INHABITANTS OF THE TOWN OF WEST BATH

By: \_\_\_\_\_

Name:

Title:

TENANT:

New Meadows Solar LLC

By: \_\_\_\_\_

Name: Jack Kenworthy

Title: Executive Officer

**EXHIBIT A**

Map of Leased Property

**EXHIBIT B**

Form of Memorandum of Lease  
(See Following Pages)

**After recording return to:**  
New Meadows Solar LLC  
155 Fleet Street  
Portsmouth, NH 03801

ATTN: Jack Kenworthy

## MEMORANDUM OF SOLAR LEASE AGREEMENT

In accordance with 33 M.R.S.A. § 201, THIS MEMORANDUM OF SOLAR LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of \_\_\_\_\_ 2022 (the "Effective Date"), between the Inhabitants of the Town of West Bath ("Landlord"), whose address is 219 Foster's Point Road, West Bath, ME 04530, New Meadows Solar LLC (together with its transferees, successors and assigns, "Tenant"), whose address is 155 Fleet Street, Portsmouth, NH 03801, with regards to the following:

1. LANDLORD AND TENANT DID ENTER INTO THAT CERTAIN SOLAR LEASE AGREEMENT OF EVEN DATE HERewith (THE "AGREEMENT"), WHICH AFFECTS THE REAL PROPERTY LOCATED IN SAGADAHOC COUNTY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO (THE "PROPERTY"). CAPITALIZED TERMS USED AND NOT DEFINED HEREIN HAVE THE MEANING GIVEN THE SAME IN THE AGREEMENT.

2. THE AGREEMENT GRANTS CERTAIN EASEMENTS THAT BENEFIT TENANT, AND AMONG OTHER THINGS, CONTAINS CERTAIN ADDITIONAL TERMS REGARDING PAYMENTS TO BE MADE BY TENANT TO LANDLORD, RIGHTS OF TENANT AND LANDLORD TO TERMINATE THE AGREEMENT, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, REPRESENTATIONS AND WARRANTIES BY TENANT AND LANDLORD TO EACH OTHER, THIRD PARTY USE RESTRICTIONS, AND OTHER MATTERS.

3. THE AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE FOR ONE OR MORE OF THE FOLLOWING A DEVELOPMENT PERIOD OF UP TO FOUR (4) YEARS, INCLUSIVE OF EXTENSIONS. IN THE EVENT THAT CERTAIN CONDITIONS ARE MET TO TENANT'S SATISFACTION AND A SOLAR FACILITY IS CONSTRUCTED THE TERM SHALL INCLUDE ADDITIONAL PERIODS OF UP TO FORTY (40) YEARS FOR OPERATIONS AND DECOMMISSIONING.

4. THIS MEMORANDUM DOES NOT SUPERSEDE, MODIFY, AMEND OR OTHERWISE CHANGE THE TERMS, CONDITIONS OR COVENANTS OF THE AGREEMENT, AND LANDLORD AND TENANT EXECUTED AND ARE RECORDING THIS MEMORANDUM SOLELY FOR THE PURPOSE OF PROVIDING CONSTRUCTIVE NOTICE OF THE AGREEMENT AND TENANT'S RIGHTS THEREUNDER. THE TERMS, CONDITIONS AND COVENANTS OF THE AGREEMENT ARE SET FORTH AT LENGTH IN THE AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN. THIS MEMORANDUM SHALL NOT, IN ANY

MANNER OR FORM WHATSOEVER, ALTER, MODIFY OR VARY THE TERMS, COVENANTS AND CONDITIONS OF THE AGREEMENT.

5. THIS MEMORANDUM SHALL ALSO BIND AND BENEFIT, AS THE CASE MAY BE, THE HEIRS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS OF THE RESPECTIVE PARTIES HERETO, AND ALL COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED HEREIN SHALL BE CONSTRUED AS COVENANTS RUNNING WITH THE LAND FOR THE PERIOD OF THE DEVELOPMENT TERM, OPERATIONS TERM, REPOWERING TERM, EXTENSION TERM, AND THE DECOMMISSIONING TERM.

6. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, LANDLORD SHALL HAVE NO OWNERSHIP, LIEN, SECURITY OR OTHER INTEREST IN ANY SOLAR FACILITIES INSTALLED ON THE PROPERTY, OR ANY PROFITS DERIVED THEREFROM, AND TENANT MAY REMOVE ANY OR ALL SOLAR FACILITIES AT ANY TIME.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

“Landlord”

“Tenant”

**INHABITANTS OF THE TOWN OF WEST BATH**, a body politic and Maine municipal corporation

**NEW MEADOWS SOLAR LLC**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
Name:  
Title

By: \_\_\_\_\_  
Name: John B. Kenworthy  
Title: Executive Officer

State of \_\_\_\_\_ County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_, County of \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, personally appeared **John Kenworthy**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A to Memorandum of Lease**  
Property Description

Approximately 55 acres of real property and improvements located 52 Arthur J. Reno Sr. Road, in the Town of West Bath, Sagadahoc County, State of Maine, more particularly described in a deed dated July 19, 1973 and recorded in the Sagadahoc County Registry of Deeds ("Registry") in Book 392 Page 35 and further designated on the Town's assessing maps as Tax Map R01, Lot 009 ("Landlord's Property").

Coordinate System: NAD 1983 StatePlane Maine West FIPS 1802 Feet (Foot US)  
Map Rotation: 0

Plot Date: 11/29/2022, 13:17:09 PM by DREWKENWORTHY -- LAYOUT: ANSI B(11"x17")  
Path: C:\FLYCATCHER\Projects\Walden\NewMeadows\_Exha\_Town\_R01-009\_Lease\_11x17L.mxd





**Business Item 4**

**Committee appointments**

An application for appointment to the Planning Board was submitted by Jaime Wallace. His experience and interest in serving are provided in the application.





## Committee Appointment Application

Committee Selection: Planning Board

Name: Jaime Wallace

Address: 23 This Way

Email: j15wallace@gmail.com Phone: 207-751-2748

Please describe your interest in serving on this committee.

I'm interested in serving on this committee so that I can use my professional engineering experience to serve my community.

Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.

I'm a professional engineer who currently practices locally in Topsham. I regularly work with other communities and their planning boards.

Are you aware of any conflicts that may arise, affecting your service on this committee? Yes  No

If yes, please explain: \_\_\_\_\_

Are you aware of the meeting schedule and able to commit to regular attendance?  Yes  No

After submitting this application for appointment:

- The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.
- Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.
- If appointed, you will receive confirmation from the Town Clerk and will be required to take an oath of office prior to your service on the committee.

Signature:  Date: 11/29/2022

Please submit to: Town Clerk, Town of West Bath, 219 Foster's Point Rd, West Bath ME 04530 or by email: [townclerk@westbath.org](mailto:townclerk@westbath.org).



Select Board 12/01/2022

**Business Item 5**  
**2023 Holiday and Office Closure Schedule**

The proposed schedule is provided for Select Board consideration.





## 2023 Holiday and Office Closure Schedule

New Year's Day	Monday January 2
Martin Luther King Jr. Day	Monday January 16
President's Day	Monday February 20
Patriot's Day	Monday April 17
Memorial Day	Monday May 29
Juneteenth	Monday June 19
Fiscal Year End	Friday June 30 Close at noon
Independence Day	Monday July 3 and Tuesday July 4
Labor Day	Monday September 4
Indigenous Peoples Day	Monday October 9
Veterans Day	Friday November 10
Thanksgiving Eve	Wednesday November 22
Thanksgiving Day	Thursday November 23
Thanksgiving Friday	Friday November 24
Christmas Day	Monday December 25
Day after Christmas	Tuesday December 26





# Miscellaneous Correspondence 12/01/2022

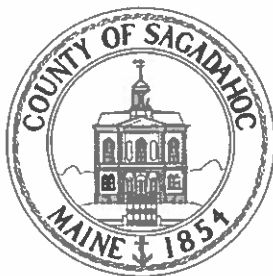


COUNTY OF SAGADAHOC, MAINE  
ADMINISTRATIVE OFFICES

CHARLES E. CROSBY III  
DISTRICT 1  
BOWDOIN & TOPSHAM

BRIAN D. HOBART  
DISTRICT 2  
BATH & BOWDOINHAM

CAROL A. GROSE  
DISTRICT 3  
ARROWSIC, GEORGETOWN, PHIPPSBURG  
RICHMOND, WOOLWICH & WEST BATH



AMBER L. JONES  
COUNTY ADMINISTRATOR  
ajones@sagadahoccountyme.gov  
Phone: (207) 386-5851  
Fax: (207) 443-8213

---

November 15, 2022

Town of West Bath  
Town Administrator  
Kristine Poland  
219 Fosters Point Rd.  
West Bath, ME 04530

Dear Managers and Administrators of District 3,

One District 3 Municipal Officer seat has been vacated on the County's Budget Advisory Committee. The District 3 Public Representative is David Hennessey of West Bath, whose term ends January 2024. One of two District 1 Municipal Officer seats is held by Kelly James of Georgetown whose term ends January 2025. This leaves one Municipal Officer seat open for the term of January 2023 – January 2026.

As there are representatives from Georgetown and West Bath, it would be ideal (but not required) to have nominations from other District 3 municipalities; namely Arrowsic, Phippsburg, Richmond or Woolwich. I am requesting names for nomination to the Budget Advisory Committee before the Commissioners' December 13<sup>th</sup> meeting.

The Budget Advisory Committee caucus will be held at the Sagadahoc County Courthouse on Thursday January 5<sup>th</sup> at 5:30 pm. This is one month earlier than past caucuses, and the reasoning is to start the budget process earlier and end it earlier.

Thanks in advance for reaching out to your colleagues to put a name forward, and please feel free to contact me with any questions.

*Amber Jones*

Amber Jones  
Administrator





# Account Status as of 11/29/2022



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>01 GEN GOVT</b>					
<b>REVENUES</b>					
01 AGENT FEES	12,000.00	5,715.50	5,715.50	6,284.50	47.63
03 PLUMB PERMIT	2,000.00	635.00	635.00	1,365.00	31.75
04 BLDG PERMIT	12,000.00	5,084.60	5,084.60	6,915.40	42.37
08 SHELLFISH	4,800.00	140.00	140.00	4,660.00	2.92
10 BADCHECK FEE	0.00	20.00	20.00	-20.00	0.00
13 FIRE DEPT MI	0.00	38.76	38.76	-38.76	0.00
20 TOWN SHARE	1,000.00	772.00	772.00	228.00	77.20
22 MDOT	22,000.00	0.00	0.00	22,000.00	0.00
24 MOORINGS	2,800.00	310.00	310.00	2,490.00	11.07
25 MISC. REV	0.00	69.29	69.29	-69.29	0.00
30 EXCISE TAX	500,000.00	249,891.91	249,891.91	250,108.09	49.98
31 BOAT EXCISE	8,000.00	1,245.60	1,245.60	6,754.40	15.57
32 SUSCOM CABLE	28,000.00	14,838.11	14,838.11	13,161.89	52.99
34 SNOWMOBILE	500.00	0.00	0.00	500.00	0.00
53 VETERANS	1,500.00	1,052.00	1,052.00	448.00	70.13
55 PT INTEREST	500.00	472.33	472.33	27.67	94.47
56 INT-CKBK	6,000.00	1,025.33	1,025.33	4,974.67	17.09
60 SALT SHED-R	3,300.00	1,375.00	1,375.00	1,925.00	41.67
61 TRANS STA-R	46,800.00	19,500.00	19,500.00	27,300.00	41.67
62 TRANS STA-F	70,000.00	37,627.45	37,627.45	32,372.55	53.75
69 SEPTIC SURCH	0.00	10.00	10.00	-10.00	0.00
70 SEPTIC FEES	3,000.00	2,067.50	2,067.50	932.50	68.92
80 T.G.REIMB	5,500.00	7,192.41	7,192.41	-1,692.41	130.77
82 W.C. REIMB	750.00	1,869.00	1,869.00	-1,119.00	249.20
85 SCHOOL GRANT	0.00	36,228.89	36,228.89	-36,228.89	0.00
86 SCHOOL LUNCH	0.00	6,816.62	6,816.62	-6,816.62	0.00
89 SCHOOL SUB	0.00	60,672.21	60,672.21	-60,672.21	0.00
90 R/E TAXES	0.00	4,484,673.00	4,484,673.00	-4,484,673.00	0.00
93 INT ON TAXES	8,000.00	4,629.53	4,629.53	3,370.47	57.87
95 LIEN FEES	1,100.00	1,126.12	1,126.12	-26.12	102.37
96 HOMESTEAD	85,000.00	96,225.00	96,225.00	-11,225.00	113.21
97 BETE REIMBUR	3,200.00	0.00	0.00	3,200.00	0.00
98 REV. SHARING	135,000.00	84,419.52	84,419.52	50,580.48	62.53
Revenue Total	962,750.00	5,125,742.68	5,125,742.68	-4,162,992.68	532.41
<b>EXPENSES</b>					
<b>01 SELECTMEN</b>	<b>13,100.00</b>	<b>1,050.00</b>	<b>1,050.00</b>	<b>12,050.00</b>	<b>8.02</b>
01 PAYROLL	13,100.00	1,050.00	1,050.00	12,050.00	8.02
01 SALARIES	13,100.00	1,050.00	1,050.00	12,050.00	8.02
<b>02 TOWN ADMIN</b>	<b>76,058.00</b>	<b>30,718.82</b>	<b>30,718.82</b>	<b>45,339.18</b>	<b>40.39</b>
01 PAYROLL	76,058.00	30,718.82	30,718.82	45,339.18	40.39
01 SALARIES	76,058.00	30,718.82	30,718.82	45,339.18	40.39
<b>03 TAX COL/TREA</b>	<b>61,254.00</b>	<b>24,738.02</b>	<b>24,738.02</b>	<b>36,515.98</b>	<b>40.39</b>
01 PAYROLL	61,254.00	24,738.02	24,738.02	36,515.98	40.39
01 SALARIES	61,254.00	24,738.02	24,738.02	36,515.98	40.39
<b>04 TOWN CLERK</b>	<b>51,068.00</b>	<b>20,630.40</b>	<b>20,630.40</b>	<b>30,437.60</b>	<b>40.40</b>
01 PAYROLL	51,068.00	20,630.40	20,630.40	30,437.60	40.40
01 SALARIES	51,068.00	20,630.40	20,630.40	30,437.60	40.40
<b>05 CODE ENF</b>	<b>45,377.00</b>	<b>18,326.70</b>	<b>18,326.70</b>	<b>27,050.30</b>	<b>40.39</b>
01 PAYROLL	45,377.00	18,326.70	18,326.70	27,050.30	40.39
01 SALARIES	45,377.00	18,326.70	18,326.70	27,050.30	40.39
<b>06 ASSESSING AG</b>	<b>27,704.00</b>	<b>11,543.35</b>	<b>11,543.35</b>	<b>16,160.65</b>	<b>41.67</b>
01 PAYROLL	27,704.00	11,543.35	11,543.35	16,160.65	41.67



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>01 GEN GOVT CONT'D</b>					
01 SALARIES	27,704.00	11,543.35	11,543.35	16,160.65	41.67
<b>07 HEALTH OFF</b>	<b>1,672.00</b>	<b>1,672.00</b>	<b>1,672.00</b>	<b>0.00</b>	<b>100.00</b>
01 PAYROLL	1,672.00	1,672.00	1,672.00	0.00	100.00
01 SALARIES	1,672.00	1,672.00	1,672.00	0.00	100.00
<b>08 ROAD COMM</b>	<b>8,563.00</b>	<b>3,567.95</b>	<b>3,567.95</b>	<b>4,995.05</b>	<b>41.67</b>
01 PAYROLL	8,563.00	3,567.95	3,567.95	4,995.05	41.67
01 SALARIES	8,563.00	3,567.95	3,567.95	4,995.05	41.67
<b>09 ANIMAL CONT</b>	<b>2,174.00</b>	<b>543.50</b>	<b>543.50</b>	<b>1,630.50</b>	<b>25.00</b>
01 PAYROLL	2,174.00	543.50	543.50	1,630.50	25.00
01 SALARIES	2,174.00	543.50	543.50	1,630.50	25.00
<b>10 HARBOR MAST</b>	<b>2,470.00</b>	<b>617.50</b>	<b>617.50</b>	<b>1,852.50</b>	<b>25.00</b>
01 PAYROLL	2,470.00	617.50	617.50	1,852.50	25.00
01 SALARIES	2,470.00	617.50	617.50	1,852.50	25.00
<b>11 FIRE CHIEF</b>	<b>13,039.00</b>	<b>5,266.80</b>	<b>5,266.80</b>	<b>7,772.20</b>	<b>40.39</b>
01 PAYROLL	13,039.00	5,266.80	5,266.80	7,772.20	40.39
01 SALARIES	13,039.00	5,266.80	5,266.80	7,772.20	40.39
<b>12 DEPUTY</b>	<b>3,707.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,707.00</b>	<b>0.00</b>
01 PAYROLL	3,707.00	0.00	0.00	3,707.00	0.00
01 SALARIES	3,707.00	0.00	0.00	3,707.00	0.00
<b>13 FIRE CAPT 2</b>	<b>1,824.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,824.00</b>	<b>0.00</b>
01 PAYROLL	1,824.00	0.00	0.00	1,824.00	0.00
01 SALARIES	1,824.00	0.00	0.00	1,824.00	0.00
<b>15 LIEUTENANT</b>	<b>966.00</b>	<b>0.00</b>	<b>0.00</b>	<b>966.00</b>	<b>0.00</b>
01 PAYROLL	966.00	0.00	0.00	966.00	0.00
01 SALARIES	966.00	0.00	0.00	966.00	0.00
Expense Total	308,976.00	118,675.04	118,675.04	190,300.96	38.41
<b>Net Profit / (Loss)</b>	<b>653,774.00</b>	<b>5,007,067.64</b>	<b>5,007,067.64</b>	<b>4,353,293.64</b>	

**02 INS & BENE**

EXPENSES

<b>01 PAY TAXES</b>	<b>28,242.00</b>	<b>8,842.40</b>	<b>8,842.40</b>	<b>19,399.60</b>	<b>31.31</b>
02 INS/BENE	28,242.00	8,842.40	8,842.40	19,399.60	31.31
01 PAY TAXES	28,242.00	8,842.40	8,842.40	19,399.60	31.31
<b>02 RETIREMENT</b>	<b>30,700.00</b>	<b>12,136.01</b>	<b>12,136.01</b>	<b>18,563.99</b>	<b>39.53</b>
02 INS/BENE	30,700.00	12,136.01	12,136.01	18,563.99	39.53
02 MEPERS/ICMA	30,700.00	12,136.01	12,136.01	18,563.99	39.53
<b>03 INSURANCE</b>	<b>111,500.00</b>	<b>44,395.42</b>	<b>44,395.42</b>	<b>67,104.58</b>	<b>39.82</b>
02 INS/BENE	111,500.00	44,395.42	44,395.42	67,104.58	39.82
03 HEALTH INS	85,000.00	33,700.10	33,700.10	51,299.90	39.65
05 WORK COMP	6,000.00	766.32	766.32	5,233.68	12.77
06 PROP/CAS	19,500.00	9,929.00	9,929.00	9,571.00	50.92
07 VOLUNT FF	1,000.00	0.00	0.00	1,000.00	0.00
Expense Total	170,442.00	65,373.83	65,373.83	105,068.17	38.36
<b>Net Profit / (Loss)</b>	<b>(170,442.00)</b>	<b>(65,373.83)</b>	<b>(65,373.83)</b>	<b>105,068.17</b>	

**03 TOWN ADMIN**

EXPENSES

<b>01 OFFICE EXP</b>	<b>50,380.00</b>	<b>23,004.82</b>	<b>23,004.82</b>	<b>27,375.18</b>	<b>45.66</b>
----------------------	------------------	------------------	------------------	------------------	--------------



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>03 TOWN ADMIN CONT'D</b>					
05 PROF SERV	26,600.00	12,519.76	12,519.76	14,080.24	47.07
03 AUDIT	9,500.00	9,500.00	9,500.00	0.00	100.00
05 ADVERTISING	2,000.00	272.50	272.50	1,727.50	13.63
06 TOWN REPORT	2,600.00	1,995.76	1,995.76	604.24	76.76
10 REG OF DEEDS	1,500.00	751.50	751.50	748.50	50.10
11 CONTRACTS	11,000.00	0.00	0.00	11,000.00	0.00
06 SUPPLIES	9,200.00	4,802.88	4,802.88	4,397.12	52.21
01 OFFICE	4,000.00	1,295.66	1,295.66	2,704.34	32.39
02 POSTAGE	3,200.00	2,089.66	2,089.66	1,110.34	65.30
03 COPIER	2,000.00	1,206.87	1,206.87	793.13	60.34
08 FOOD	0.00	210.69	210.69	-210.69	0.00
07 DUES/TRAIN	5,800.00	899.50	899.50	4,900.50	15.51
01 PROF DUES	4,200.00	30.00	30.00	4,170.00	0.71
02 EMPL TRAIN	800.00	618.00	618.00	182.00	77.25
03 TRAVEL REIMB	800.00	251.50	251.50	548.50	31.44
08 UTILITIES	8,780.00	3,239.45	3,239.45	5,540.55	36.90
01 ELECTRIC	2,400.00	961.67	961.67	1,438.33	40.07
02 HEATING OIL	2,200.00	533.62	533.62	1,666.38	24.26
04 TELEPHONE	2,800.00	1,144.33	1,144.33	1,655.67	40.87
05 CELL PHONE	480.00	200.05	200.05	279.95	41.68
07 WATER	900.00	399.78	399.78	500.22	44.42
10 REPAIRS/MAIN	0.00	1,543.23	1,543.23	-1,543.23	0.00
07 EQUIPMENT	0.00	1,543.23	1,543.23	-1,543.23	0.00
<b>03 COMP/TECH</b>	<b>51,000.00</b>	<b>35,351.51</b>	<b>35,351.51</b>	<b>15,648.49</b>	<b>69.32</b>
05 PROF SERV	50,000.00	34,224.65	34,224.65	15,775.35	68.45
11 CONTRACTS	50,000.00	34,224.65	34,224.65	15,775.35	68.45
06 SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
05 COMPUTER	1,000.00	0.00	0.00	1,000.00	0.00
15 VHCL/EQUIP	0.00	1,126.86	1,126.86	-1,126.86	0.00
03 NEW EQUIP	0.00	1,126.86	1,126.86	-1,126.86	0.00
<b>04 ASSESSING</b>	<b>5,000.00</b>	<b>8,219.74</b>	<b>8,219.74</b>	<b>-3,219.74</b>	<b>164.39</b>
05 PROF SERV	5,000.00	8,219.74	8,219.74	-3,219.74	164.39
04 MAPPING	5,000.00	0.00	0.00	5,000.00	0.00
14 ABATEMENT	0.00	8,219.74	8,219.74	-8,219.74	0.00
<b>06 SELECT CONT</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00</b>
05 PROF SERV	15,000.00	0.00	0.00	15,000.00	0.00
11 CONTRACTS	15,000.00	0.00	0.00	15,000.00	0.00
<b>15 VOTING</b>	<b>3,300.00</b>	<b>1,860.92</b>	<b>1,860.92</b>	<b>1,439.08</b>	<b>56.39</b>
01 PAYROLL	2,000.00	977.29	977.29	1,022.71	48.86
02 WAGES	2,000.00	977.29	977.29	1,022.71	48.86
05 PROF SERV	500.00	0.00	0.00	500.00	0.00
05 ADVERTISING	500.00	0.00	0.00	500.00	0.00
06 SUPPLIES	800.00	883.63	883.63	-83.63	110.45
01 OFFICE	700.00	870.68	870.68	-170.68	124.38
02 POSTAGE	0.00	12.95	12.95	-12.95	0.00
08 FOOD	100.00	0.00	0.00	100.00	0.00
<b>20 OFFICE CLEAN</b>	<b>7,000.00</b>	<b>2,040.00</b>	<b>2,040.00</b>	<b>4,960.00</b>	<b>29.14</b>
05 PROF SERV	7,000.00	2,040.00	2,040.00	4,960.00	29.14
11 CONTRACTS	7,000.00	2,040.00	2,040.00	4,960.00	29.14
<b>21 BUILDING MNT</b>	<b>7,280.00</b>	<b>15,686.17</b>	<b>15,686.17</b>	<b>-8,406.17</b>	<b>215.47</b>
06 SUPPLIES	400.00	151.27	151.27	248.73	37.82
06 CLEAN/PAPER	400.00	151.27	151.27	248.73	37.82
08 UTILITIES	2,380.00	1,897.38	1,897.38	482.62	79.72



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>03 TOWN ADMIN CONT'D</b>					
06 ALARM	1,900.00	1,728.33	1,728.33	171.67	90.96
08 DUMPSTER	480.00	169.05	169.05	310.95	35.22
10 REPAIRS/MAIN	4,500.00	13,637.52	13,637.52	-9,137.52	303.06
02 BUILDING	1,000.00	12,089.52	12,089.52	-11,089.52	1208.95
05 LAWN CARE	3,200.00	1,548.00	1,548.00	1,652.00	48.38
07 EQUIPMENT	300.00	0.00	0.00	300.00	0.00
Expense Total	138,960.00	86,163.16	86,163.16	52,796.84	62.01
<b>Net Profit / (Loss)</b>	<b>(138,960.00)</b>	<b>(86,163.16)</b>	<b>(86,163.16)</b>	<b>52,796.84</b>	

**04 LEGAL**

EXPENSES

<b>01 LEGAL</b>	<b>20,000.00</b>	<b>8,474.64</b>	<b>8,474.64</b>	<b>11,525.36</b>	<b>42.37</b>
05 PROF SERV	20,000.00	8,474.64	8,474.64	11,525.36	42.37
01 LEGAL	20,000.00	8,474.64	8,474.64	11,525.36	42.37
Expense Total	20,000.00	8,474.64	8,474.64	11,525.36	42.37
<b>Net Profit / (Loss)</b>	<b>(20,000.00)</b>	<b>(8,474.64)</b>	<b>(8,474.64)</b>	<b>11,525.36</b>	

**05 WELFARE**

EXPENSES

<b>01 GENERAL ASST</b>	<b>11,100.19</b>	<b>-3,377.89</b>	<b>-3,377.89</b>	<b>14,478.08</b>	<b>-30.43</b>
05 PROF SERV	0.00	-2,954.75	-2,954.75	2,954.75	0.00
11 CONTRACTS	0.00	-2,954.75	-2,954.75	2,954.75	0.00
08 UTILITIES	0.00	242.50	242.50	-242.50	0.00
01 ELECTRIC	0.00	242.50	242.50	-242.50	0.00
30 GENERAL ASST	0.00	-665.64	-665.64	665.64	0.00
01 HOUSING	0.00	-665.64	-665.64	665.64	0.00
95 BUDGET	11,100.19	0.00	0.00	11,100.19	0.00
96 CARRYFORWARD	11,100.19	0.00	0.00	11,100.19	0.00
Expense Total	11,100.19	-3,377.89	-3,377.89	14,478.08	-30.43
<b>Net Profit / (Loss)</b>	<b>(11,100.19)</b>	<b>3,377.89</b>	<b>3,377.89</b>	<b>14,478.08</b>	

**10 PROTECTION**

EXPENSES

<b>05 AMB SERV</b>	<b>98,487.74</b>	<b>24,828.87</b>	<b>24,828.87</b>	<b>73,658.87</b>	<b>25.21</b>
05 PROF SERV	75,000.00	24,828.87	24,828.87	50,171.13	33.11
11 CONTRACTS	75,000.00	24,828.87	24,828.87	50,171.13	33.11
95 BUDGET	23,487.74	0.00	0.00	23,487.74	0.00
96 CARRYFORWARD	23,487.74	0.00	0.00	23,487.74	0.00
<b>10 HYDRANTS</b>	<b>27,544.00</b>	<b>13,771.60</b>	<b>13,771.60</b>	<b>13,772.40</b>	<b>50.00</b>
08 UTILITIES	27,544.00	13,771.60	13,771.60	13,772.40	50.00
10 HYDRANTS	27,544.00	13,771.60	13,771.60	13,772.40	50.00
<b>30 FD OPERATION</b>	<b>277,368.40</b>	<b>21,704.06</b>	<b>21,704.06</b>	<b>255,664.34</b>	<b>7.82</b>
06 SUPPLIES	17,460.00	2,953.68	2,953.68	14,506.32	16.92
01 OFFICE	850.00	84.83	84.83	765.17	9.98
05 COMPUTER	3,560.00	2,408.00	2,408.00	1,152.00	67.64
07 CLOTHING	12,550.00	244.65	244.65	12,305.35	1.95
08 FOOD	500.00	216.20	216.20	283.80	43.24
07 DUES/TRAIN	6,925.00	2,241.71	2,241.71	4,683.29	32.37
01 PROF DUES	1,175.00	80.00	80.00	1,095.00	6.81
02 EMPL TRAIN	5,750.00	2,161.71	2,161.71	3,588.29	37.59



### Exp / Rev Summary Report

ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>10 PROTECTION CONT'D</b>					
08 UTILITIES	17,200.00	6,176.45	6,176.45	11,023.55	35.91
01 ELECTRIC	5,500.00	2,102.69	2,102.69	3,397.31	38.23
03 NATURAL GAS	5,000.00	530.44	530.44	4,469.56	10.61
04 TELEPHONE	1,360.00	831.86	831.86	528.14	61.17
05 CELL PHONE	800.00	332.59	332.59	467.41	41.57
06 ALARM	1,000.00	1,099.22	1,099.22	-99.22	109.92
08 DUMPSTER	1,000.00	255.00	255.00	745.00	25.50
09 INTERNET	1,100.00	424.50	424.50	675.50	38.59
11 TABLETS	1,440.00	600.15	600.15	839.85	41.68
10 REPAIRS/MAIN	4,425.00	655.10	655.10	3,769.90	14.80
02 BUILDING	4,425.00	449.40	449.40	3,975.60	10.16
07 EQUIPMENT	0.00	205.70	205.70	-205.70	0.00
15 VHCL/EQUIP	147,493.00	7,834.23	7,834.23	139,658.77	5.31
01 GAS/DIESEL	5,500.00	2,660.60	2,660.60	2,839.40	48.37
02 MAINT/REP	16,720.00	4,798.63	4,798.63	11,921.37	28.70
03 NEW EQUIP	125,273.00	375.00	375.00	124,898.00	0.30
16 RESCUE	5,770.00	1,842.89	1,842.89	3,927.11	31.94
01 PHYS/SUPPL	5,770.00	788.00	788.00	4,982.00	13.66
03 SUPPLIES	0.00	1,054.89	1,054.89	-1,054.89	0.00
95 BUDGET	78,095.40	0.00	0.00	78,095.40	0.00
96 CARRYFORWARD	78,095.40	0.00	0.00	78,095.40	0.00
<b>32 FD INCENTIVE</b>	<b>38,889.00</b>	<b>5,184.00</b>	<b>5,184.00</b>	<b>33,705.00</b>	<b>13.33</b>
01 PAYROLL	38,889.00	5,184.00	5,184.00	33,705.00	13.33
02 WAGES	38,889.00	5,184.00	5,184.00	33,705.00	13.33
<b>35 FD CAPITAL</b>	<b>55,598.73</b>	<b>114,113.00</b>	<b>114,113.00</b>	<b>-58,514.27</b>	<b>205.24</b>
15 VHCL/EQUIP	0.00	114,113.00	114,113.00	-114,113.00	0.00
03 NEW EQUIP	0.00	114,113.00	114,113.00	-114,113.00	0.00
95 BUDGET	55,598.73	0.00	0.00	55,598.73	0.00
96 CARRYFORWARD	55,598.73	0.00	0.00	55,598.73	0.00
<b>40 ANIMAL CNTRL</b>	<b>5,105.00</b>	<b>2,976.87</b>	<b>2,976.87</b>	<b>2,128.13</b>	<b>58.31</b>
05 PROF SERV	2,770.00	2,769.50	2,769.50	0.50	99.98
11 CONTRACTS	2,770.00	2,769.50	2,769.50	0.50	99.98
07 DUES/TRAIN	1,535.00	0.00	0.00	1,535.00	0.00
01 PROF DUES	35.00	0.00	0.00	35.00	0.00
02 EMPL TRAIN	200.00	0.00	0.00	200.00	0.00
03 TRAVEL REIMB	1,300.00	0.00	0.00	1,300.00	0.00
08 UTILITIES	600.00	207.37	207.37	392.63	34.56
05 CELL PHONE	600.00	207.37	207.37	392.63	34.56
15 VHCL/EQUIP	200.00	0.00	0.00	200.00	0.00
03 NEW EQUIP	200.00	0.00	0.00	200.00	0.00
Expense Total	502,992.87	182,578.40	182,578.40	320,414.47	36.30
<b>Net Profit / (Loss)</b>	<b>(502,992.87)</b>	<b>(182,578.40)</b>	<b>(182,578.40)</b>	<b>320,414.47</b>	

### 15 EDUCATION

#### EXPENSES

<b>01 SCHOOL</b>	<b>530,347.30</b>	<b>1,244,223.18</b>	<b>1,244,223.18</b>	<b>-713,875.88</b>	<b>234.61</b>
01 PAYROLL	0.00	546,393.32	546,393.32	-546,393.32	0.00
02 WAGES	0.00	546,393.32	546,393.32	-546,393.32	0.00
25 SCHOOL	0.00	697,829.86	697,829.86	-697,829.86	0.00
01 SCHOOL	0.00	697,829.86	697,829.86	-697,829.86	0.00
95 BUDGET	530,347.30	0.00	0.00	530,347.30	0.00
96 CARRYFORWARD	530,347.30	0.00	0.00	530,347.30	0.00
<b>02 SCHOOL CAPTL</b>	<b>8,219.36</b>	<b>0.00</b>	<b>0.00</b>	<b>8,219.36</b>	<b>0.00</b>



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>15 EDUCATION CONT'D</b>					
95 BUDGET	8,219.36	0.00	0.00	8,219.36	0.00
96 CARRYFORWARD	8,219.36	0.00	0.00	8,219.36	0.00
Expense Total	538,566.66	1,244,223.18	1,244,223.18	-705,656.52	231.02
<b>Net Profit / (Loss)</b>	<b>(538,566.66)</b>	<b>(1,244,223.18)</b>	<b>(1,244,223.18)</b>	<b>(705,656.52)</b>	

**20 HARBOR/WATER**

**EXPENSES**

<b>01 SHELL WARDEN</b>	<b>62,578.84</b>	<b>3,833.56</b>	<b>3,833.56</b>	<b>58,745.28</b>	<b>6.13</b>
01 PAYROLL	16,299.00	2,933.55	2,933.55	13,365.45	18.00
02 WAGES	16,299.00	2,933.55	2,933.55	13,365.45	18.00
07 DUES/TRAIN	5,000.00	900.01	900.01	4,099.99	18.00
03 TRAVEL REIMB	5,000.00	900.01	900.01	4,099.99	18.00
08 UTILITIES	300.00	0.00	0.00	300.00	0.00
05 CELL PHONE	300.00	0.00	0.00	300.00	0.00
15 VHCL/EQUIP	100.00	0.00	0.00	100.00	0.00
03 NEW EQUIP	100.00	0.00	0.00	100.00	0.00
95 BUDGET	40,879.84	0.00	0.00	40,879.84	0.00
96 CARRYFORWARD	40,879.84	0.00	0.00	40,879.84	0.00
<b>02 BOAT</b>	<b>800.00</b>	<b>0.00</b>	<b>0.00</b>	<b>800.00</b>	<b>0.00</b>
15 VHCL/EQUIP	800.00	0.00	0.00	800.00	0.00
01 GAS/DIESEL	200.00	0.00	0.00	200.00	0.00
02 MAINT/REP	500.00	0.00	0.00	500.00	0.00
03 NEW EQUIP	100.00	0.00	0.00	100.00	0.00
<b>04 SABINO LAND</b>	<b>0.00</b>	<b>-35.00</b>	<b>-35.00</b>	<b>35.00</b>	<b>0.00</b>
20 ROAD EXPENSE	0.00	-35.00	-35.00	35.00	0.00
01 SIGNS	0.00	-35.00	-35.00	35.00	0.00
<b>05 HRBR MSTR</b>	<b>2,000.00</b>	<b>302.89</b>	<b>302.89</b>	<b>1,697.11</b>	<b>15.14</b>
02 INS/BENE	300.00	0.00	0.00	300.00	0.00
08 INSURANCE	300.00	0.00	0.00	300.00	0.00
06 SUPPLIES	800.00	0.00	0.00	800.00	0.00
10 DEPT SUPPLY	800.00	0.00	0.00	800.00	0.00
15 VHCL/EQUIP	900.00	302.89	302.89	597.11	33.65
01 GAS/DIESEL	700.00	302.89	302.89	397.11	43.27
02 MAINT/REP	200.00	0.00	0.00	200.00	0.00
Expense Total	65,378.84	4,101.45	4,101.45	61,277.39	6.27
<b>Net Profit / (Loss)</b>	<b>(65,378.84)</b>	<b>(4,101.45)</b>	<b>(4,101.45)</b>	<b>61,277.39</b>	

**25 SANITATION**

**EXPENSES**

<b>01 SOLID WASTE</b>	<b>11,750.00</b>	<b>4,798.60</b>	<b>4,798.60</b>	<b>6,951.40</b>	<b>40.84</b>
05 PROF SERV	11,750.00	4,798.60	4,798.60	6,951.40	40.84
12 RECYCLING	11,750.00	4,798.60	4,798.60	6,951.40	40.84
<b>02 RECYC CMTEE</b>	<b>2,800.00</b>	<b>1,493.24</b>	<b>1,493.24</b>	<b>1,306.76</b>	<b>53.33</b>
05 PROF SERV	2,800.00	1,493.24	1,493.24	1,306.76	53.33
11 CONTRACTS	2,800.00	1,493.24	1,493.24	1,306.76	53.33
Expense Total	14,550.00	6,291.84	6,291.84	8,258.16	43.24
<b>Net Profit / (Loss)</b>	<b>(14,550.00)</b>	<b>(6,291.84)</b>	<b>(6,291.84)</b>	<b>8,258.16</b>	

**30 PUBLIC WORKS**



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>30 PUBLIC WORKS CONT'D</b>					
<b>EXPENSES</b>					
<b>01 GENERAL ROAD</b>	<b>426,100.00</b>	<b>215,798.96</b>	<b>215,798.96</b>	<b>210,301.04</b>	<b>50.65</b>
05 PROF SERV	500.00	263.10	263.10	236.90	52.62
05 ADVERTISING	500.00	263.10	263.10	236.90	52.62
06 SUPPLIES	100.00	0.00	0.00	100.00	0.00
01 OFFICE	100.00	0.00	0.00	100.00	0.00
07 DUES/TRAIN	500.00	0.00	0.00	500.00	0.00
03 TRAVEL REIMB	500.00	0.00	0.00	500.00	0.00
20 ROAD EXPENSE	425,000.00	215,535.86	215,535.86	209,464.14	50.71
01 SIGNS	1,000.00	152.10	152.10	847.90	15.21
02 SWEEP	3,000.00	0.00	0.00	3,000.00	0.00
03 PAINT/MOW	12,000.00	2,200.00	2,200.00	9,800.00	18.33
04 CULVERTS	5,000.00	0.00	0.00	5,000.00	0.00
05 PATCH	35,000.00	0.00	0.00	35,000.00	0.00
07 TREE TRIM	10,000.00	5,700.00	5,700.00	4,300.00	57.00
11 GRADING	4,000.00	0.00	0.00	4,000.00	0.00
12 REPAIRS	100,000.00	156,099.05	156,099.05	-56,099.05	156.10
13 DITCHING	50,000.00	40,190.00	40,190.00	9,810.00	80.38
14 ENGINEERING	5,000.00	11,194.71	11,194.71	-6,194.71	223.89
96 PAVING	200,000.00	0.00	0.00	200,000.00	0.00
<b>02 SPECIAL PROJ</b>	<b>252,000.00</b>	<b>1,875.64</b>	<b>1,875.64</b>	<b>250,124.36</b>	<b>0.74</b>
05 PROF SERV	2,000.00	1,875.64	1,875.64	124.36	93.78
08 ENGINEERING	2,000.00	1,875.64	1,875.64	124.36	93.78
20 ROAD EXPENSE	250,000.00	0.00	0.00	250,000.00	0.00
12 REPAIRS	250,000.00	0.00	0.00	250,000.00	0.00
96 PAVING	0.00	0.00	0.00	0.00	0.00
<b>03 SALT SHED</b>	<b>1,000.00</b>	<b>320.42</b>	<b>320.42</b>	<b>679.58</b>	<b>32.04</b>
08 UTILITIES	700.00	320.42	320.42	379.58	45.77
01 ELECTRIC	700.00	320.42	320.42	379.58	45.77
10 REPAIRS/MAIN	300.00	0.00	0.00	300.00	0.00
02 BUILDING	300.00	0.00	0.00	300.00	0.00
<b>04 STREET LIGHT</b>	<b>2,000.00</b>	<b>646.85</b>	<b>646.85</b>	<b>1,353.15</b>	<b>32.34</b>
08 UTILITIES	2,000.00	646.85	646.85	1,353.15	32.34
01 ELECTRIC	2,000.00	646.85	646.85	1,353.15	32.34
<b>05 CAPITAL</b>	<b>21,984.97</b>	<b>0.00</b>	<b>0.00</b>	<b>21,984.97</b>	<b>0.00</b>
95 BUDGET	21,984.97	0.00	0.00	21,984.97	0.00
96 CARRYFORWARD	21,984.97	0.00	0.00	21,984.97	0.00
<b>10 SNOW REMOVAL</b>	<b>245,650.00</b>	<b>83,258.35</b>	<b>83,258.35</b>	<b>162,391.65</b>	<b>33.89</b>
20 ROAD EXPENSE	40,300.00	14,808.35	14,808.35	25,491.65	36.75
08 SALT/SAND	40,000.00	14,688.66	14,688.66	25,311.34	36.72
10 CONTRACT/ADS	300.00	119.69	119.69	180.31	39.90
21 CONTRACTS	205,350.00	68,450.00	68,450.00	136,900.00	33.33
01 ROAD PLOW	190,350.00	63,450.00	63,450.00	126,900.00	33.33
02 TOWN LOTS	15,000.00	5,000.00	5,000.00	10,000.00	33.33
Expense Total	948,734.97	301,900.22	301,900.22	646,834.75	31.82
<b>Net Profit / (Loss)</b>	<b>(948,734.97)</b>	<b>(301,900.22)</b>	<b>(301,900.22)</b>	<b>646,834.75</b>	

**35 COMMITTEES**

**EXPENSES**

<b>02 CEMETERIES</b>	<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.00</b>
15 VHCL/EQUIP	300.00	0.00	0.00	300.00	0.00
02 MAINT/REP	300.00	0.00	0.00	300.00	0.00



**Exp / Rev Summary Report**  
ALL Departments  
ALL Months

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>35 COMMITTEES CONT'D</b>					
<b>04 COMM AGENCY</b>	<b>45,981.00</b>	<b>45,981.00</b>	<b>45,981.00</b>	<b>0.00</b>	<b>100.00</b>
05 PROF SERV	45,981.00	45,981.00	45,981.00	0.00	100.00
09 COMM AGEN	45,981.00	45,981.00	45,981.00	0.00	100.00
<b>06 PLANNING BRD</b>	<b>3,000.00</b>	<b>-1,778.38</b>	<b>-1,778.38</b>	<b>4,778.38</b>	<b>-59.28</b>
01 PAYROLL	3,000.00	350.00	350.00	2,650.00	11.67
02 WAGES	3,000.00	350.00	350.00	2,650.00	11.67
05 PROF SERV	0.00	-2,128.38	-2,128.38	2,128.38	0.00
05 ADVERTISING	0.00	-2,128.38	-2,128.38	2,128.38	0.00
Expense Total	49,281.00	44,202.62	44,202.62	5,078.38	89.70
<b>Net Profit / (Loss)</b>	<b>(49,281.00)</b>	<b>(44,202.62)</b>	<b>(44,202.62)</b>	<b>5,078.38</b>	
<b>40 SPEC ASSESS</b>					
EXPENSES					
<b>01 COUNTY TAX</b>	<b>753,679.00</b>	<b>753,679.00</b>	<b>753,679.00</b>	<b>0.00</b>	<b>100.00</b>
05 PROF SERV	753,679.00	753,679.00	753,679.00	0.00	100.00
13 COUNTY	753,679.00	753,679.00	753,679.00	0.00	100.00
Expense Total	753,679.00	753,679.00	753,679.00	0.00	100.00
<b>Net Profit / (Loss)</b>	<b>(753,679.00)</b>	<b>(753,679.00)</b>	<b>(753,679.00)</b>	<b>(0.00)</b>	
<b>70 CAPITAL IMPR</b>					
EXPENSES					
<b>01 ALL TOWN</b>	<b>59,344.43</b>	<b>8,850.00</b>	<b>8,850.00</b>	<b>50,494.43</b>	<b>14.91</b>
10 REPAIRS/MAIN	33,000.00	0.00	0.00	33,000.00	0.00
02 BUILDING	33,000.00	0.00	0.00	33,000.00	0.00
15 VHCL/EQUIP	18,000.00	8,850.00	8,850.00	9,150.00	49.17
03 NEW EQUIP	18,000.00	8,850.00	8,850.00	9,150.00	49.17
95 BUDGET	8,344.43	0.00	0.00	8,344.43	0.00
96 CARRYFORWARD	8,344.43	0.00	0.00	8,344.43	0.00
Expense Total	59,344.43	8,850.00	8,850.00	50,494.43	14.91
<b>Net Profit / (Loss)</b>	<b>(59,344.43)</b>	<b>(8,850.00)</b>	<b>(8,850.00)</b>	<b>50,494.43</b>	

