

Consulting Agreement

This Agreement is entered into as of **January 20, 2025**, by and between:

GreenEdge Energy Solutions, LLC ("Consultant")

Address: G7 Stonehedge Dr., South Burlington, VT 05403

Phone: 802.328.8881

Email: tim@greenedge.eco

and

The Town of Charlotte ("Client")

Address: 159 Ferry Road, Charlotte, VT 05445

Phone: 802.425.3071

Email: townadmin@townofcharlotte.com

WHEREAS:

1. Consultant has expertise in energy systems design, project management, project financing, and stakeholder engagement.
2. Client wishes to engage Consultant to provide consulting services for the electrification and modernization of the Town's energy systems.
3. The Client representative has the authority to approve and undertake the consulting engagement and the greater project.
4. Due to the complexity of the project and the need for stakeholder education, the scope of billed work is expected to exceed the allocated budget of \$4,000, as referenced in Milestones 1+ 2, below.
5. Should billed work exceed the allocated budget of \$4000, then Consultant will account for and donate billable hours thereafter.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

This Agreement establishes the terms of collaboration between Consultant and Client for the planning, design, and implementation of energy system modernization at the Town's various facilities, consistent with the timing constraints precipitated by VT Act 179 and the Inflation Reduction Act.

2. Scope of Services

Milestone 1: Discovery, Design, and Stakeholder Consensus Building

- In collaboration with the Town of Charlotte Energy Committee, conduct a comprehensive audit of current energy consumption, generation, and building energy systems makeup.
- Redesign building energy systems utilizing high efficiency, green / renewable, electric heat pumps to eliminate fossil fuel consumption.
- Quantify efficiency comparisons between traditional and new system designs.
- Design Solar Generation Systems to be located on Town properties to meet the Town Energy Plan's goals.
- Facilitate meetings with the Energy Committee and Select Board to incorporate fiscal energy goals.
- Present findings to:
 - **Energy Committee:** For approval to proceed.
 - **Select Board:** For approval to proceed.
 - **Optional - Public Town Meeting:** For consensus building.
- Other appearances at Town events as required.

Milestone 2: Installation RFP Creation and Administration

- Develop and administer two types of installation RFPs for building energy and generation systems based on the designs developed and approved in Milestone 1.
 - a. TPO- Based (Third Party Ownership)
 - Identify and select potential investors with applicable tax liabilities.
 - Create a set price RFP driven by required TPO parameters, including most importantly: bankability. The pricing is set because investors need to leverage Tax Equity and profitability. The price will include a set fee for the Consultant to manage the project, paid directly by the Installers and enfolded into the total project cost.
 - Identify and invite Installers to declare interest in executing the project.
 - Installers in consideration may explain their competitive advantages to differentiate their capabilities.
 - Selection of the Project Installer will be based upon standardized criteria and the Installers' responses.
 - b. Traditional RFP
 - Investors will not be included. This RFP set will be for a traditional competitive bid designed to allow the Town to seek and manage its own financing referenced in Milestone 3, Section 2.
 - Identify and invite Installers to respond with a bid on the design previously referenced.
 - Selection of the Project Installer will be based upon standardized criteria, competitive pricing, and information gleaned from the Installers' responses.
- Assist with Selection and Award of Installation Agreements.
- Keep Energy Committee apprised of progress.

Milestone 3: Project Management

- Create and administer endorsement of TPO agreements (if any).
- Manage project installation through PTO (Permission to Operate).
- Keep Energy Committee apprised of progress.
- Create and distribute the As-Built information Package (Digital & Analog).

3. Town's Options at the End of Milestone 1

Upon completion of Milestone 1, the Town may take the following actions:

1. **Engage with TPO Investors:** Utilize qualified TPO investors to reduce installation costs and achieve positive cash flow from Day One. TPO parameters required.
2. **Raise Funds:** Fund the installation of the project using Traditional Bond, IRS Direct Pay, and / or "Green Bank"-type financing. The RFP will utilize non-TPO pricing parameters. Positive Cashflow will not be achieved for many years.
3. **Pause/Hold/Cancel:** Pause or cancel the project with no further financial obligation.

4. Payment Schedule

Compensation

- Consultant's hourly rate:
 - Design/Preconstruction - \$100/hour.
 - Project Management - Depends on scope of installation.
 - Solar PM Fee: \$0.25/watt of installed DC Watts.
 - HeatPump PM Fee: \$400 per Evaporator Head.
 - Billed to Installers simultaneously with their Project Milestones.
- Weekly invoicing on Fridays, with detailed timesheets summarizing hours worked and services provided.
- Payment requested within seven (7) days of receipt of invoice.

Estimated Costs

- Milestone 1: \$4,000.00
- Milestone 2: \$0.00
- Milestone 3: TBD - Project Management Fees / Compensation from Installers.

Note: Total costs may exceed \$4,000, with additional services provided upon prior approval.

5. Responsibilities of the Parties

Client Responsibilities

- Provide access to necessary documents, data, and personnel.
- Ensure timely feedback and decision-making to avoid delays.

Consultant Responsibilities

- Perform services with diligence, professionalism, and impartiality.
- Maintain transparency in all recommendations and stakeholder communications.

6. Confidentiality

Consultant shall treat all Client-provided information as confidential and use it solely for the purposes outlined in this Agreement, and will comply with any and all Vermont Public Records Laws.

7. Termination

Termination by Either Party

- Either party may terminate this Agreement with seven (7) days' written notice.

Effect of Termination

- Client shall pay Consultant for all services rendered up to the termination date.

8. Governing Law

This Agreement shall be governed by the laws of the State of Vermont.

9. Amendments

This Agreement may be amended only in writing and signed by both Parties.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For The Town of Charlotte:

Signature: _____ Date: _____

Name: _____ (Town Representative's Name)

Title: _____ (Representative's Title)

For GreenEdge Energy Solutions, LLC:

Signature: _____ Date: _____

Name: Timothy E. Post

Title: Managing Member