

Project Consultant Agreement

This Agreement is made between the Town of Charlotte, a Vermont municipal corporation having its situs in Chittenden County (hereinafter "Town"), and GreenEdge Energy Solutions, LLC ("Consultant"), with a principal place of business at G7 Stonehedge Dr., South Burlington, VT, 05403.

1. Services to Be Performed

Consultant agrees to perform the services described in Schedule A attached to this Agreement (the "Scope of Work"). The employment of subcontractors by Consultant for any of the services described on the Scope of Work shall be subject to the prior written approval of the Town. If the Town requests Consultant to perform additional services beyond the scope of services described in the Scope of Work, Consultant shall perform such additional services only upon receipt of written authorization from the Town. Consultant shall perform the services with that standard of care, skill and diligence as is normally provided by trained, skilled and experienced persons in Consultant's trade, business or profession providing similar services on comparable projects. Consultant shall perform work making every effort to adhere to the Project Timeline.

2. Compensation and Billing

Town will pay Consultant an amount not to exceed \$4,000 for the work prescribed in Scope of Work, based on Consultant's invoices billed at \$100/hr. Consultant will submit bi-weekly invoices; invoices shall itemize the work performed by Contractor. Payments will be made within 15 days of receipt of each invoice. Any dispute as to Work for which an invoice has been submitted will be discussed between the parties in a good faith effort to reach consensus and resolution of the dispute. The Town may withhold payment of any disputed portion(s) of an invoice until the parties resolve the dispute(s).

3. Independent Consultant Status

In the performance of services under this Agreement, it is understood that Consultant shall at all times be acting and performing independently of the Town's control as to the details and means by which the services are provided. Consultant is providing services to the Town as an independent contractor and not as an employee, partner, or agent of the Town. Nothing contained herein shall be deemed to create a relationship of employment, association, partnership, or joint venture between the Town and Consultant. It is understood that the Town does not by reason of this Agreement agree to use Consultant exclusively or at any fixed level. It is likewise understood that Consultant is free to contract for similar services with other persons or companies while under contract with the Town provided the services Consultant is to provide to the Town are not delayed as a result. The Town shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder, and Consultant shall indemnify, defend, and hold the Town harmless from and against any claim arising out of Consultant's failure to pay any taxes, assessments, or contributions which it is required to pay. Consultant shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Consultant's taxpayer identification number is specified on the signature page of this Agreement.

4. Business Licenses, Permits, and Certificates

Consultant represents and warrants that Consultant and Consultant's employees, drivers and contract personnel will comply with all federal, state, and local laws, and that it possesses or shall procure,

maintain in full force and effect or timely renew throughout the term of this Agreement, and shall comply with, any and all other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

5. Indemnification

Consultant shall defend, indemnify, and hold harmless the Town, its officers, elected officials, agents, and employees (“Indemnified Parties”) against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of injuries, damages, expenses and losses incurred by such a person or entity (“Liabilities”) arising out of Consultant’s negligence or failure to render services in compliance with this Agreement, except to the extent that any Liability (or portion thereof) is attributable to the Indemnified Party’s negligence or willful misconduct. The obligations of the Consultant shall survive any termination of this Agreement for any Liability arising during the term of this Agreement.

6. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Consultant completes the services required by this Agreement;

OR

- the date a party terminates the Agreement as provided below.

7. Terminating the Agreement

Either party may terminate this Agreement at any time without cause by fourteen (14) days advance written notice to the other party. Consultant shall submit a final invoice at or within 10 days after termination for any Work Consultant performed and completed between the time period covered by the last invoice submitted prior to termination through the date of termination.

8. Entire Agreement

This Agreement and any attached schedules constitute the entire Agreement between Consultant and the Town.

9. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

10. Governing law; Venue

This Agreement is governed by and shall be construed in accordance with the laws of the State of Vermont. Each party consents to the exclusive in personam jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont in connection with any claim or dispute arising under or in connection with this Agreement and waives any objection to venue in these courts.

11. Confidentiality

Consultant acknowledges that it will be necessary for the Town to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information could irreparably harm the Town. Accordingly, Consultant will not disclose or use, either

during or after the term of this Agreement, any proprietary or confidential information of the Town without the Town's prior written permission except to the extent necessary to perform services on the Town's behalf.

12. No Authority

Consultant shall have no authority hereunder to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement on behalf of the Town. Consultant shall not in connection with any services provided to or on behalf of the Town represent to any person or entity that Consultant is associated with the Town in any capacity other than that of an independent contractor.

13. Assignment and Delegation

Consultant may not assign or subcontract any rights or delegate any of its duties under this Agreement without the Town's prior written approval.

TOWN:

By : _____ Date : _____

Print Name: _____ Title : _____

In the presence of:

Witness as to Town

CONTRACTOR:

By: _____ Date : _____

Print Name: Timothy E. Post Title : Managing Member

In the presence of:

Witness as to Contractor

Schedule A – Scope of Services

1) Purpose

- a) This Scope outlines the services to be provided by Consultant related to the planning, design, and implementation of energy system modernization at the Town’s facilities, consistent with the timing constraints precipitated by Act 179 of 2024 VT Legislative Session and the Federal Inflation Reduction Act.

2) Scope of Services

- a) Milestone 1: Discovery, Design, and Stakeholder Consensus Building
 - i) In collaboration with the Town’s Energy Committee, conduct a comprehensive audit of current energy consumption, generation, and building energy systems makeup for the Town’s several buildings and facilities. Make recommendations to the Selectboard for possible redesign of municipal building energy systems utilizing high efficiency, green / renewable, electric heat pumps to eliminate fossil fuel consumption.
 - ii) Quantify efficiency comparisons between traditional and new system designs.
 - iii) Design Solar Generation Systems (“SGS”) to be located on Town properties consistent with the Town Energy Plan’s goals. Any SGS recommended by the Consultant shall be accompanied by documentation of: (i) the anticipated energy generation capacity for the facility, (ii) the Town property or properties to which energy generated by the installed SGS will be allocated or distributed; and (iii) the costs related to installation, operation, interconnection with existing or to be constructed energy distribution infrastructure necessary to deliver energy generated at the SGS to the intended end use location(s); and a cost/benefit analysis demonstrating the merits of the proposed SGS.
 - iv) Facilitate meetings with the Energy Committee and Selectboard to incorporate fiscal energy goals.
 - v) Present findings to:
 - (1) Energy Committee
 - (2) Selectboard: For approval of any expenditure of Town funds and for authorization to undertake any projects on or affecting Town property as outlined in Milestones 2 and 3.
 - (3) Optional - Public Meeting: For consensus building.
 - (4) Other appearances at Town events as required.

Milestone 2: RFP Creation

- i) Develop two types of requests for proposals (“RFP”) for building energy generation systems for the designs developed and approved in Milestone 1 by the Selectboard.
 - (1) Third-Party Ownership (“TPO”):
 - (a) Identify potential investors with applicable tax liabilities.
 - (b) Create a set price RFP driven by required TPO parameters, including 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, to be paid by the installers and included in the total project cost.
 - (c) Identify and assist with inviting installers to declare interest in executing the project.
 - (d) Installers in consideration may explain their competitive advantages to differentiate

their capabilities.

(2) Traditional RFP:

- (a) Assist in the development of a traditional RFP for competitive bid selection.
- (b) Identify and invite installers to submit bids to the Town.
- ii) Assist the Selectboard in the selection of a proposed contractor.
- iii) Keep the Selectboard and Energy Committee apprised of Consultant's progress on these deliverables.

2) Milestone 3: Project Completion

- a) Should the Town decide to proceed with installation of the project, the Consultant will manage the project through to completion, keeping the Town apprised of progress.
 - i) If TPO based project is chosen, the fee to the Consultant is contained within the project and paid by the installer(s).
 - ii) If Traditional RFP is chosen, the fee to the Consultant is \$19,000.00, payable upon completion of the project.
- b) Should the Town decide not to move forward with the project after Milestone 2 has been completed, the Town shall be liable for a Concession Fee to the Contractor in the amount of \$8,000.00, payable upon termination of the contract.