

- PUBLIC MEETING -

Rockport Select Board

Monday, November 14, 2016

7:00 p.m.

Rockport Opera House Meeting Room

Streamed at <http://livestream.com/Rockportmaine>

AGENDA

I. Call Meeting to Order

Please either turn off your cell phones and other electronic devices or set them to mute while in this meeting room or the hallways. If you need to take or make a phone call, please step outdoors.

II. Public Hearing

- a. None this meeting

III. Minutes, Meetings and Announcements

- a. Approval of the minutes of previous meetings:
 - **All tabled to December 5 due to the pressures of the November 8 Election**
- b. Announcements of upcoming regular Select Board meeting(s):

Regular Select Board meeting on **Monday, December 5, 2016, 7:00 p.m.**, Rockport Opera House Meeting Room, to be streamed at <http://livestream.com/Rockportmaine>
- c. Announcements of upcoming Select Board workshop(s):
 - Wastewater Workshop, **Monday, November 28, 2016, 4:00 p.m.**, Rockport Town Office Richardson Room
 - Library Workshop, **Wednesday, November 30, 2016, 7:00 p.m.**, Rockport Opera House Meeting Room, to be streamed at <http://livestream.com/Rockportmaine>
 - Tax Increment Financing (TIF) Workshop, **Tuesday, December 7, 2016, 4:00 p.m.**, Rockport Town Office Richardson Room
- d. Announcements:

Note: All meetings and workshops of the Select Board and Town Board, Committees and Commissions can be found on the Town Website:

www.town.rockport.me.us

Town Offices will be closed **Thursday, November 24, 2016, and Friday, November 25, 2016**, in celebration of *Thanksgiving*.

- e. Committee Openings:
All committees have openings for alternates who will be called to serve on those occasions that the regular members are not present for a particular meeting
 - Camden-Rockport Pathways Committee – 1 regular vacancy, 3 alternate vacancies
 - Conservation Commission – 1 regular vacancy, 3 alternate vacancies
 - Library Committee – 1 vacancy (to be filled by special election on June 13, 2017)
 - Ordinance Review Committee – 2 regular vacancies, 3 alternate vacancies
 - Planning Board – 1 regular vacancy, 3 alternate vacancies
 - Zoning Board of Appeals – 1 regular vacancy, 3 alternate vacancies
- f. Agenda Changes
- g. Public Comment – public comment should be directed at issues not under discussion on this evening’s agenda. Comment from the public will be welcome prior to each agenda item. Further comment will be granted only by permission from the Board. All public comment should be brief and to the point.

IV. Town Manager’s Report

V. Unfinished Business

- a. Approve the change to the Alternate Committee Member Policy

VI. New Business

- a. Acknowledgment of Gifts to the Town:
 - None this meeting
- b. Committee Resignation(s):
 - None this meeting
- c. Committee Application(s)
 - None this meeting
- d. Discussion regarding the arrangement with Camden vis-à-vis the Police Chief
- e. Presentation by the Harbor Committee
- f. Approval of the 2017 Harbor Fees
- g. Goodies Beach Feasibility Study presentation
- h. Discussion of the Solar Power Purchase Agreement with ReVision Investments, LLC
- i. Call a Special Town Meeting for Monday, December 5, 2016 at 6:30 p.m. at the Rockport Opera House in the Meeting Room
- j. Approval of the Special Town Meeting Warrant for Monday, December 5, 2016

- k. Discussion regarding “upper floor overhangs”
- l. Verify the date of the workshop to discuss the next steps regarding the Rockport Public Library to be Wednesday, November 30, 2016, 7:00 p.m., Rockport Opera House Meeting Room

VII. Wastewater Commissioners

- a. Commitment of Sewer User Rate for the period of September 2016

VIII. Liaison Reports

IX. Executive Session

- a. None this month

X. Adjournment

Manager's Report – November 14, 2016

Election

First, I want to congratulate and thank Linda and her staff and the volunteers that made this election run as smoothly as possible. I know it is a very stressful time for Linda and she did an excellent job.

With the exception of a pretty hefty line the first hour of the time that the polls were open, they kept the lines moving smoothly and the waiting time was, for the most part, very short. Contrast this with other polling locations around the State. So, thank you Linda and all of the people you get to work at the polls on election day.

We had an excellent turnout with 83.5% of the registered voters voting in this election. Surprisingly, this was not a record! The 2012 Presidential election had a voter turnout of 84.6% of the registered voters and 2008 had a voter turnout of 80%. What is different about this election is the number of newly registered voters and the high percentage of absentee/early voters. In this election 1067 voters (45.2%) chose to vote absentee or early.

One thing to keep in mind with the absentee and early voting is it takes more time than walking in and voting in person. Early voting is a great thing. It gets more people to vote and I am NOT advocating that it be changed in ANY way, but for the purposes of what goes on in Linda's office I offer the following:

Linda estimates that, of the 1062 early voters, about 60% of voters chose to take their ballots with them and not vote on site.

She estimates, when voters do that, the added security and handling, to protect against voter fraud, adds about 15 minutes per voter. There are NUMEROUS steps and different actions that have to take place for each vote handled in this way. She estimates that on average, if you add up all the time it takes to process these types of votes, you are looking at about 150 hours of work (60% of 1060 voters = 660 off site voters x 15min per ballot = 9,990 minutes of time to process, divided by 60 minutes in an hour = 165 hours).

This gives you a sense of the extra work being performed in her office over the last month.

Summer Street

Summer Street is nearly complete. There are a few remaining punch list items to finish up, railings on the stairs and the stop sign replacement, but for all intents and purposes it is completed and is safe and passable. Mike and I have some concerns about the drainage that was installed and if the road grades are actually flowing water to the new drainage. Gartley and Dorsky are following up on it.

High Sidewalk

The High Sidewalk project is officially on hold until spring, as getting all of the utilities moved (they were notified a year ago) has still not been completed. While all that stuff is in our right of way, we have no means to force them to get the work done. CMP has been very helpful in getting the other utilities to cooperate but the time has passed for us to get the project completed. Our fear was that we would get the project partially completed and the sidewalk would be closed for the winter. This would be a problem, as that sidewalk is heavily used and even more important during the winter months.

West Street Sidewalk Extension/New Traffic Signals at Routes 1 and 90

In a rather strange turn of events, we found out that the sidewalk on the Market Basket side of the Route 1 and Route 90 was included in the bid package to change out the signals at the intersection.

This was news to us, as we were told that in order for the signals to be changed, and include a crossing signal, we would need to build a sidewalk on both sides of the road. As you may remember we were in the process of building the sidewalk, when we were told that DOT was planning a culvert replacement and to hold up on the construction. When Will contacted DOT to get a timeframe for that work and the signal replacement, he discovered that the project was bid out including the sidewalk.

The bad news is the signal and sidewalk is now scheduled for next spring. The good news is DOT is paying for it.

Low sewer covers on Pascal and Central Streets

There have been a lot of complaints about the low sewer covers on Pascal and Central Streets as a result of the paving. The Highway and Wastewater Department raised the covers a little higher than what we were told the thickness of the new pavement would be. The problem is the pavement put down by the contractor, was significantly thicker than we were told, resulting in deep depressions in the road.

This work involves cutting the new pavement, raising the collars and repaving. Mike has arranged for that to be done at night by an outside contractor. This is planned for Monday night (tonight).

Winter Parking Ban

The Winter Parking Ban goes into effect on November 15th. While we will not be ticketing or towing vehicles at this point, it could happen. I have asked the Police Chief to begin a program of notifying residents parked all night, in the ROW of the possibility of a ticket at any time or possible tow, during plowing operations.

Marge Jones Field and Other Public Areas

The good weather has been extremely helpful with the root establishment of the newly planted sod. On last check, it appears that the roots have developed very nicely and the field should be in great shape for the spring. I met with the Recreation Committee last meeting about communications and budgets and they will be working more closely with Mike to get the budget developed and the work done in a timely fashion.

Where the weather has been so good, the Marge Jones facility will remain unlocked until the weather deteriorates to warrant locking it. The same goes for Beauchamp Point Road. We will close that whenever it appears necessary due to the weather.

We will close the Glen Cove Rest Area on Monday the 14th.

Public Works

The public works crew has been working on getting the equipment in shape for winter. Sand and salt is all in and ready for the first snow and the staff have been getting in the time off they need to take off before winter hits us and they start building up more time.

Fire Department

The Fire Department has been relatively quiet over the past few weeks, but the chief has kept busy with fire prevention and officer training.

Harbor

All the recreational floats have been hauled out with the exception of the “Heron float” which will be removed after Holiday on the Harbor.

Finance

Megan and I have been working on finalizing our work on the CIP which we plan to present to the Board at the next meeting. From there it will need to be reviewed and worked on by the CIP committee before coming back to the Board for approval.

Holiday on the Harbor

The Holiday on the Harbor committee is back in full planning mode and are planning a bigger and better celebration than last year.

Town of Rockport

Policy on Alternate Members to Appointed Boards, Commissions and Committees

~~Approved by the Select Board: Monday, September 12,~~
2016 Approved by the Select Board on Monday, September 12,
2016 and amended on Monday, November , 2016.

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SECTION I. PURPOSE

The purposes of this policy is to provide a framework for appointed boards and committees to utilize alternate members, three members with three-year staggered terms, to help fill their board, commission and committee when a quorum of members are not present. Additionally, this will help develop and train potential new members to fill vacancies on the committee, when those vacancies occur.

SECTION II. DEFINITIONS

Appointed Board, Commission and Committee - those boards, commissions and committees whose members are appointed by the Select Board but which are not elected nor prohibited by state statute.

Ad Hoc Board, Commission and Committee - those boards, commissions and committees that are, from time to time, created by the Select Board for specific purposes and which, by their nature, are of limited duration, i.e., not permanent.

SECTION III. ELIGIBILITY

The requirements to be eligible to be appointed as an alternate member of a board, commission and committee are the same as those to be appointed as a regular member.

SECTION IV. ADMINISTRATION

The administration of this policy will be the responsibility of the Select Board through the Town Manager, where appropriate.

SECTION V. IMPLEMENTATION

1. Duties and Responsibilities

- a. Alternate members are encouraged to regularly attend committee meetings and to participate in discussions, but may vote only in the absence of a regular member and as requested by the board, commission and committee chair.
- b. If more alternate members are present at a meeting than the number of absent regular members, the Chair shall determine which alternate member or members shall vote.

2. Vacancy

- a. When a regular member vacancy occurs, the chair will recommend which alternate member, if any, shall be recommended to the Select Board for appointment as a regular member.
- b. This determination is based on attendance, participation, experience and any other criteria which will best serve the interests of the committee and the town.
- c. The Select Board will determine after receiving the recommendation of the chair which alternate member, if any, shall be appointed as a regular member.
- d. In the event the chair is unable to pick just one alternate to fill a vacancy the chair may submit two names for the Select Board to consider.

| ~~Approved by the Select Board on Monday, September 12, 2016.~~



Rockport Police Department

PO Box 711

Rockport, Maine 04856

911 Emergencies

(207) 594-5656 – Calls for Service

(207)236-2026 – Administrative Assistant

Randy M. Gagne
Chief of Police

Interim Police Chief Update

Town Manager Bates,

As requested I am forwarding you information for the November review of our Interim Police Chief's agreement.

Complaint numbers issued to Rockport (R) and Camden (C) from July 1 – Oct 31

Assist Rockport to Camden (R-C) and Camden to Rockport (C-R)

	Complaints		Assists to by Department	
July	486 R	658 C	7 R-C	C-R 34
August	437 R	666 C	9 R-C	C-R 26
September	433 R	546 C	10 R-C	C-R 11
October	362 R	426 C	7 R-C	C-R 32
Total:	1718	2296	33	103

Trainings attended by Rockport PD Staff:

Sgt. Ford – FBI LEEDA Supervisory Leadership 36 hours, Crisis Intervention Team Training 40 hours

Officer Smith- Statement Analysis 24 hours

Officer Shaw- Crisis Intervention Team Training 40 hours

Officer Moore- Crisis Negotiation Training 40 hours

Officers have also completed most if not all Mandatory 2016 Maine Criminal Justice Academy required trainings. Officers who have not completed all classes will have until the end of November to complete these. Once completed, Sgt. Ford and I will conduct a training audit to insure all trainings are complete and our training files are up to date.

Officers have also received training in the AED and attended a joint firearms Range qualification with Camden PD. Most if not all trainings listed were attended jointly with members of both departments cutting expenses for travel and lodging.

Along with training, Rockport PD has new and updated equipment which include AED's, firearms, uniforms, cruiser safety lighting, just to name a few.

We have also filled the vacancy within the department. Chris Taylor is currently in the field training program. We hope to have Chris fully trained and working independently by Jan 1st 2017.

As we work towards the New Year we will once again complete a full policy review and sign off for all officers. We will also hold a joint training day the first week January where we will complete all yearly Bureau of Labor Standards trainings along with AED, First aid, CPR, fire extinguisher, Taser, and use of Force.

The first four months of our joint effort has been very busy and rewarding. The officers have done a fantastic job assisting and working with each other. We are fortunate to have such great employees in both departments.

Please let me know if there is any further information needed!

Chief Randy Gagne

Memo

To: Richard Bates, Town Manager
From: Abbie Leonard, Harbormaster
Date: 11/8/2016
Re: Harbor Fees for 2017

Harbor Fees for 2017-

In reviewing the fees in surrounding harbors, it is my recommendation that the fees remain the same for the 2017 season. Our fees are in line with, and in some cases, greater than those of Camden, Rockland and Belfast. We began accepting credit cards last season, which has helped out our dockage and merchandise revenue and we will continue to explore new ideas to increase our revenue without increasing fees.

One fee that I am proposing be added to the fee schedule is a “commercial use” fee. Now that we have 120’ of new floats I would love to see the windjammer fleet take advantage of coming into the harbor for an overnight so am proposing a \$35/ night charge to encourage the windjammers to come into Rockport. These recommendations were given to the Harbor Committee at the October 20th meeting. They voted 5-1 in favor of the fee schedule.

Marine Park/Harbor Fees: Proposed Fees Effective 01-01-17 to 12-30-17		
	Base	Per
	Fee	Foot
Residents	\$ 100.00	\$1.00/ft
Rental	\$ 175.00	
Non-res	\$ 200.00	\$1.00/ft
Inner Harbor Commercial	\$ 170.00	\$1.00/ft
Inner Harbor Resident	\$ 200.00	\$1.00/ft
Inner Harbor Non-resident	\$ 225.00	\$1.00/ft
Commercial Float & Parking	\$150.00	
Commercial Boat Operator Permit	\$250.00	
Private Float		
Goose River	\$250.00	
Tie-Offs		
Residents	\$150.00	
Non-res	\$250.00	
River dinghy location	\$100.00	
Rack Space	\$75.00	includes seasonal launch fee
Boat Ramp		
Self Propelled Vessel- Resident	\$2.00	
Self Propelled Vessel-Non- Resident	\$1.00	
Res/use	\$ 4.00	
Res/season	\$ 25.00	
NR/use	\$5.00	
NR/season	\$50.00	
CH/use	\$ 40.00	
CH/season	\$ 500.00	
Season Guide	\$ 250.00	
Winter Storage	\$ 1.00/s.f.	
Length x Beam except for trimaran: average of the 3 hulls x beam		
Overnight Dockage		
LF/night <60'	\$2.00/ft	
LF/night >60'	\$3.00/ft	
Rockport Residents and/or mooring holders a	\$1.00/Ft.	
Commercial Boats	\$35.00	
Parking		
Overnight per night	\$8.00	

**TOWN OF ROCKPORT
GOODIES BEACH
STORMWATER TREATMENT FEASIBILITY STUDY**



Prepared For:

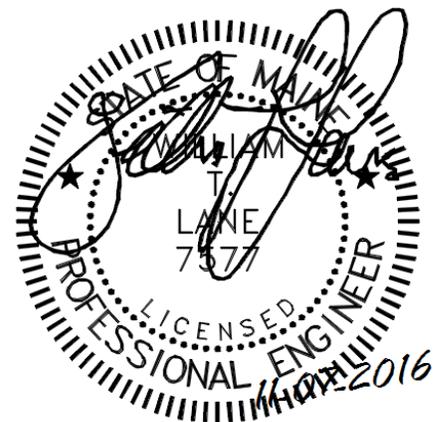
**Town of Rockport
101 Main Street
Rockport, Maine 04856**

November 7, 2016

Prepared By:

Gartley & Dorsky
ENGINEERING SURVEYING

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ACKNOWLEDGEMENTS

We gratefully acknowledge the Town of Rockport and its coalition of partners seeking to improve water quality for the Goodies Beach beachgoers.

Maine Healthy Beaches:

Keri Kaczor, Maine Healthy Beaches Coordinator

Town of Rockport:

Richard Bates, Town Manager

Abbie Leonard, Harbor Master

Michael Young, Public Works Director

Steve Beveridge, Assistant Public Works Director

Rockport Conservation Commission:

Kimberly Kimball

George Haselton

Fred Ribeck

Ted Skowronski

Robert Kennedy

Lora Laffan

Brendan Riordan, Select Board Liaison

Information and Data Resources:

University of Maine - Maine Healthy Beaches (MHB)

University of New Hampshire - Water Treatment Technology Assistance Center (WTTAC)

The Maine Water Company

National Oceanic and Atmospheric Administration (NOAA)

United States Geological Survey (USGS)

Natural Resources Conservation Service (NRCS)

Maine Department of Environmental Protection (MDEP)

Robert Kennedy, PhD

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
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TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
EXECUTIVE SUMMARY

Goodies Beach is a small (approximately 100' wide) protected pocket beach frequented by residents and visitors to the Town of Rockport's Marine Park. It has been the subject of past Public Health Advisories due to bacterial contamination. Through the extensive efforts of town staff and the Rockport Conservation Commission, the adjacent stormwater outfall pipe was identified as a contributor of contamination.

Gartley & Dorsky Engineering & Surveying, Inc. was retained to *“provide an estimate of the volume of surface runoff for the area draining to a culvert adjacent to Goodies Beach, to include peak flows and seasonal total runoff,”* as well as to *“identify and assess the feasibility of stormwater management options for eliminating or greatly reducing negative impacts on water quality observed at Goodies Beach.”* Two watersheds associated with the outfall adjacent to Goodies Beach were delineated, characterized, and modeled for seasonal base flows, 1, 2, 5, 10, and 25-year return interval storm events, provided in Table 4 through 6.

Maine Healthy Beaches performs water quality testing weekly at Goodies Beach during the summer season. Currently, Public Health Advisories are posted by Maine Healthy Beaches (MHB) when a single sample exceeds 104 MPN/100mL (MPN = Most Probably Number) of Enterococci or when five results within a 30 day period exceed 35 MPN/100mL. The objective of implementing water quality treatment is to beneficially reduce or decrease the number of Public Health Advisory Days by reducing Enterococci exceedances.

Prior to this study, over half of the exceedances (53%) observed by Maine Healthy Beaches (for Goodies Beach) occurred in dry weather conditions. Dry weather exceedances (less than 1/10th of an inch of rain in the prior 48-hours) indicate factors including boats, surface water base flows, dogs, and organics on the beach are also probable sources of microbiological contamination. Town staff and supporters have increased housekeeping measures and awareness efforts since the issue has risen. The last two summers have been relatively dry. Nonetheless, the number of exceedances has been decreasing, with the summer of 2016 being the best water quality year observed by Maine Healthy Beaches for Goodies Beach since testing commenced in 2009. This apparent decrease in dry weather exceedances indicates the Town's increased housekeeping efforts are helping the water quality of Rockport Harbor.

Based on previous sampling, the adjacent outfall pipe does contribute Enterococci to Goodies Beach. For assessing feasibility of treating this outfall water, storm event and design flows were estimated and are provided in Table 4. Based on a relationship between Enterococci concentrations at Goodies Beach and the outfall (Figure 6), removing 99% of the Enterococci from the base flow of this surface water could reduce microbial contamination at the beach from that source. Because the quantity of precipitation does not have a demonstrated effect on the concentration of Enterococci coupled with the incidence of exceedances in dry weather, the design flow rates suggested for treatment of the outfall are the first inch of rain (about 0.5 acre-

feet of water with a peak flow of approximately 3.5 cubic feet per second or 1,571 gallons per minute) and the monthly base flows from June through August (approximately 0.01 to 0.07 cubic feet per second or 4.5 to 31.4 gallons per minute).

COST ASSESSMENT

Appropriate stormwater management options were evaluated based on their capability to obtain 2-log removal (99%) of Enterococci for the given environmental conditions. Of the available stormwater management options evaluated, Ultraviolet Disinfection was determined to be the best option if treatment is deemed appropriate. To further assess the feasibility of implementing Ultraviolet Disinfection, the outfall was sampled with respect to pH, Turbidity and Ultraviolet (UV) Transmittance during base flow conditions. The outfall was also sampled during a storm event for pH, Turbidity, UV Transmittance, Iron (Fe), Manganese (Mn), and Enterococci. This water quality data was provided to a leading UV manufacturer for cost estimation. The estimated capital cost to construct a Ultraviolet Disinfection system, in 2018, for this application is approximately \$175,000.00. This capital cost is subject to final costing. Additionally, the facility would have ongoing operation and maintenance costs.

EFFICACY

The cost to treat this one source is quantifiable, however many factors affect bacterial levels. Other affected surface waters have previously been identified by the Conservation Commission, such as the Goose River and an urban stream at the head of the harbor. The reduction in Public Health Advisories is difficult to estimate by only treating the Goodies Beach outfall. Prior to recommending treatment, we suggest actions be taken to both enhance water quality and minimize dependence on treatment. Specific next steps prior to considering treatment are provided in the body of the document, including:

- Clean Goodies Beach regularly by actively removing decaying vegetative matter from the beach throughout summer.
- Consider pet policy restrictions on Goodies Beach for the swimming season, June through August.
- Expand public outreach and eliminate pet waste inputs particularly at the beach, the open wetland, and stormwater collection system within the adjacent outfall's drainage area.
- Extend sanitary survey efforts to other watersheds draining to Rockport Harbor.

If these best management practices have been reasonably accomplished and monitoring data suggests further actions are required, we recommend field validation prior to implementing treatment. To field verify treatment as a next step priority, we suggest implementing a limited duration testing protocol to remove the suspect source during a summer bathing season. Two options were outlined for diverting the outfall. The first option was to bypass a portion of the flow and pump the flow away to the sanitary system for July and August during a summer season. The second option was to extend the outfall approximately 500' to the middle of the

harbor to induce mixing and dilution. Owing to the ability only to bypass pump the base flow (but no storm event), the pumping option would not be conclusive and extending the outfall to the middle of the harbor is recommended as the test methodology.

To summarize this study we:

- Determined the base and storm event related flows incident to the beach from the single input.
- Concluded that treatment of bacterial contamination of stormwater, while atypical, is technically viable. Treatment costs, upon estimation, are high.
- Identified, in confirmation with prior data, that additional surface waters and contamination sources remain as a potential risk. This risk brings into question the effectiveness of treating the outfall.
- Short duration testing of rerouting the discharge pipe should be implemented upon acquiring the necessary permitting.
- Further housekeeping, public education, and rulemaking is recommended.
- After completing education measures, determine if bypass piping contributed substantially to reducing exceedances, decide if bypass should be permanent or to implement treatment.

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
INTRODUCTION & BACKGROUND

Goodies Beach is a small beach at the head of Rockport harbor. It is owned by the Town of Rockport and is part of Rockport Marine Park. As a protected inner harbor beach that is frequented by families with small children throughout the summer, there is appropriate concern over the health risks associated with exposure to pathogenic microorganisms while utilizing the beach. In order to provide guidance for the level of risk associated with microbiological contamination of water, surrogates or indicator species such as *E. coli* and Enterococci are measured. Operating with local, state and federal partners, Maine Healthy Beaches is a program of the University of Maine Cooperative Extension/Sea Grant to monitor pollution at coastal bathing beaches under the USEPA BEACH act.¹ For beach water quality, the Maine Healthy Beaches Program suggest Public Health Advisories be posted when a single sample exceeds 104 MPN²/100mL of Enterococci or when the geometric mean of five or more samples collected over a 30-day period exceeds 35 MPN/100mL.

Together with the harbormaster and Conservation Commission, the Maine Healthy Beaches program has been measuring Enterococci levels at Goodies Beach since June of 2009, and has concluded the concentration of Enterococci at Goodies Beach are among the highest in the state of Maine. A full data set of reported values is available at <http://www.maine coast data.org>.

The water body is not administratively characterized as impaired by the State per EPA. Consistent with its charge under the Town’s comprehensive plan, the Rockport Conservation Commission has spearheaded efforts to identify and minimize deleterious effects from non-point source pollution. In conjunction with town staff, the conservation commission has planned and implemented measures to improve water quality through initiatives over many years. In order to address this particular water quality issue, the Rockport Conservation Commission tracked down existing and potential impairments to the quality of water at Goodies Beach and the harbor watershed and watersheds in Town, generally. Through their extensive efforts, an adjacent stormwater outfall has been identified as a contributor of contamination (identified by the Conservation Commission as PA 1&2).

The Town’s infrastructure is not regulated per 40 CFR Part 122 – National Pollutant Discharge Elimination System (NPDES) regulations. The commission sought services to determine the volume of surface runoff for the area draining to the adjacent stormwater outfall at Goodies Beach, as well as to “*Identify and assess the feasibility of storm water management options for eliminating or greatly reducing negative impacts on water quality observed at Goodies Beach.*” Management by pumping stormwater for offsite treatment is impractical given the location, surrounding land uses and available property. The objective of this study, then, is to assess the feasibility of treatment onsite and define target flow data.

¹Information retrieved from: mainehealthybeaches.org/about

²MPN = Most Probable Number

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
METHODOLOGY

Initial treatment feasibility assessment began by analyzing Enterococci levels using a data set provided by Robert Kennedy, PhD of the Rockport Conservation Commission's ad hoc Water Quality committee and the Maine Healthy Beaches program Goodies Beach data. This compiled data set was analyzed with respect to precipitation data obtained from the National Oceanic and Atmospheric Administration (NOAA)'s nearest weather station (Camden 0.4 SSW, ME US) and the Maine Water Company's weather station at the Mirror Lake facility in West Rockport.³ Of all the samples found to exceed 104 MPN/100mL, 53% occurred in dry weather conditions. The extents of dry weather exceedances indicate other sources and base flows have an effect on water quality. When plotted, a correlation is not present between precipitation and Enterococci levels at Goodies Beach (Figure 1), even though water is the contaminant's dominant transport mechanism. To focus on contributions, mass balances were conducted on all observations of Enterococci taken on surface waters around the inner harbor to initially determine the proportionality of contamination. Concurrently, Gartley & Dorsky compiled hydrologic data for the several surface water sources proximate to the beach and developed a hydrological base map in AutoCAD Civil 3D for the adjacent stormwater outfall pipe that supports a working hydrologic model of the subject stormwater source.

In the early part of the 2016 summer season, with the assistance of the Maine Healthy Beaches Program, further water quality analyses were performed during select environmental conditions at the target site. For this data analysis, independent sampling for dry, low flow and rainfall events were performed at the two identified sub-watersheds (Conservation Commission sample locations PA 1&2) to coincide with beach sampling.

Maine Healthy Beaches samples are analyzed for Enterococci at a 1/10 serial dilution, resulting in a minimum detection limit of 10 MPN/100mL. To correct for this analytical limit, observations within this report recorded as less than 10 MPN/100mL were assigned a value of 5 MPN/100mL for numerical analysis. Maine Healthy Beaches' data was obtained from: <http://www.maineoastdata.org> with the last observation recorded on 09/30/2016.

³ Monthly cumulative data reported in Figure 4 was obtained from Knox County Regional Airport

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
WATER QUALITY ANALYSIS

Prior to this study, Maine Healthy Beaches collected 114 observations of Enterococci concentrations at Goodies Beach. Of these observations, 43 exceed 104 MPN/100mL of Enterococci. Within these exceedances, 23 occurred when there was less than 1/10 of an inch of precipitation over the last 48 hours. As has been noted, over 50% of the exceedances at Goodies Beach occurred in dry weather conditions prior to this study. Because the majority of exceedances occur during dry weather conditions, addressing boats, dogs and organics on the beach, together with surface water base flow constituents will be more effective than treating stormwater runoff only.

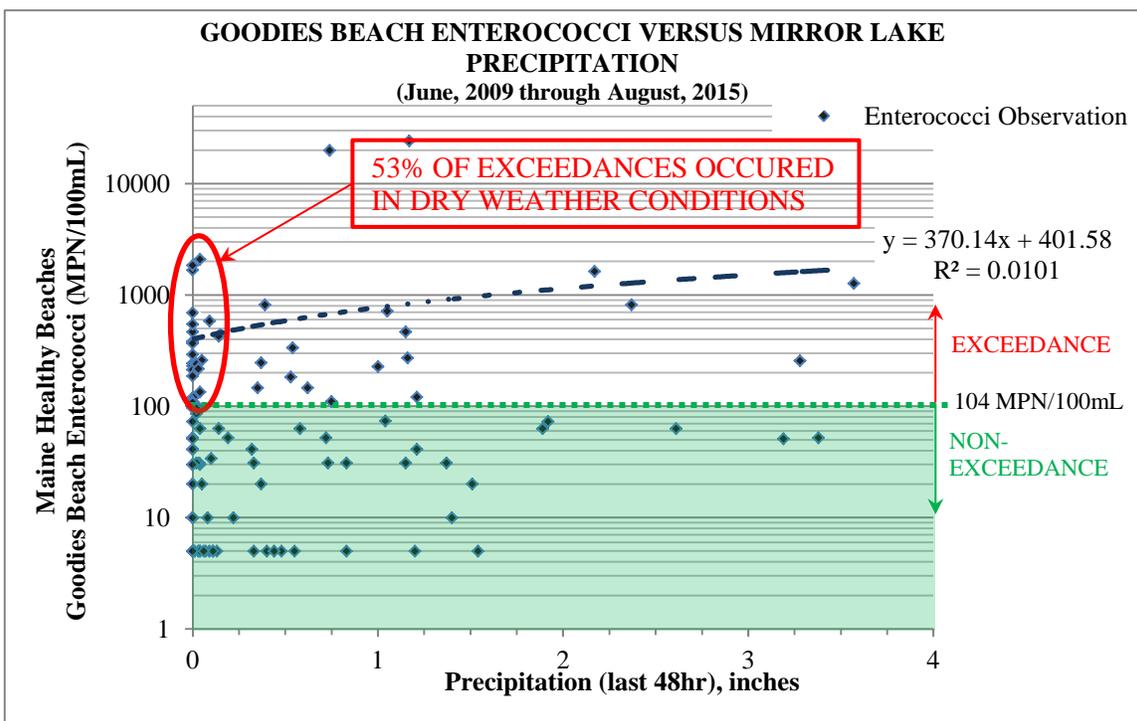


Figure 1: Concentration of Enterococci at Goodies Beach as a Function of Precipitation
 (Enterococci data courtesy of Maine Healthy Beaches/Precipitation data courtesy of The Maine Water Company's Mirror Lake Treatment Facility)

In order to account for all surface water sources of Enterococci to the inner harbor, watersheds draining to it were delineated and integrated into a mass balance solution. A mass balance of the inner harbor assumes water quality at Goodies Beach is impacted by the quantity and quality of the surface waters draining to the inner harbor which is modeled as completely mixed without decay. The full modeling of transport and fate of contaminants from the numerous surface waters that may affect water quality at Goodies Beach has not been performed, and is beyond the scope of this study. Currently, the mass balance solution predicts there is continued potential for Enterococci exceedances in the inner harbor, even if the subject outfall is completely free of Enterococci.

Although the last two summers have been dry, Maine Healthy Beaches’ data, presented in Figures 2 and 3, suggests the level of Enterococci is trending lower. As depicted in Figure 2: the level of Enterococci is typically at its highest in August, during the dryer part of summer when more people and boaters are active in the harbor area. This relatively higher level of Enterococci in August suggests sources of pollution other than stormwater runoff are a constituent of exceedances at Goodies Beach.

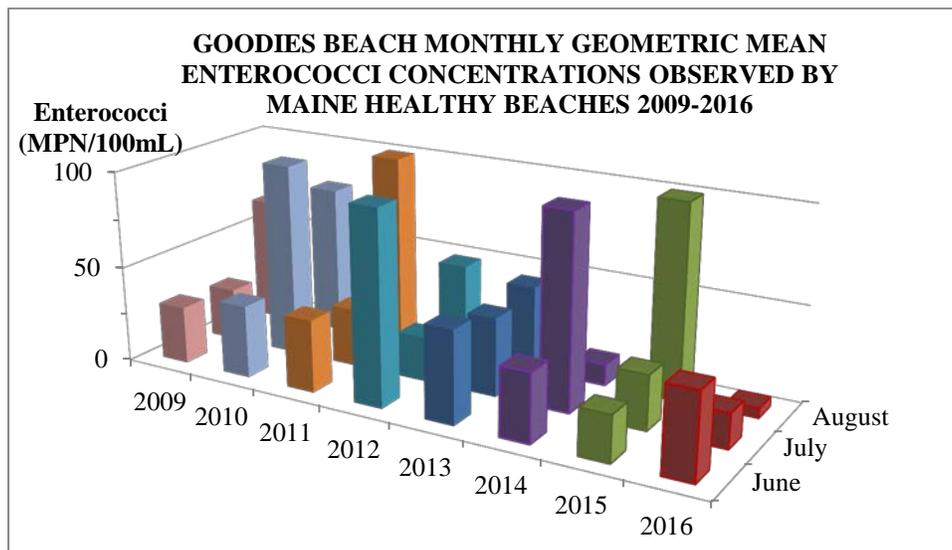


Figure 2: Monthly Geometric Mean Enterococci Levels at Goodies Beach (2009 - 2016)
 (Enterococci data courtesy of Maine Healthy Beaches)

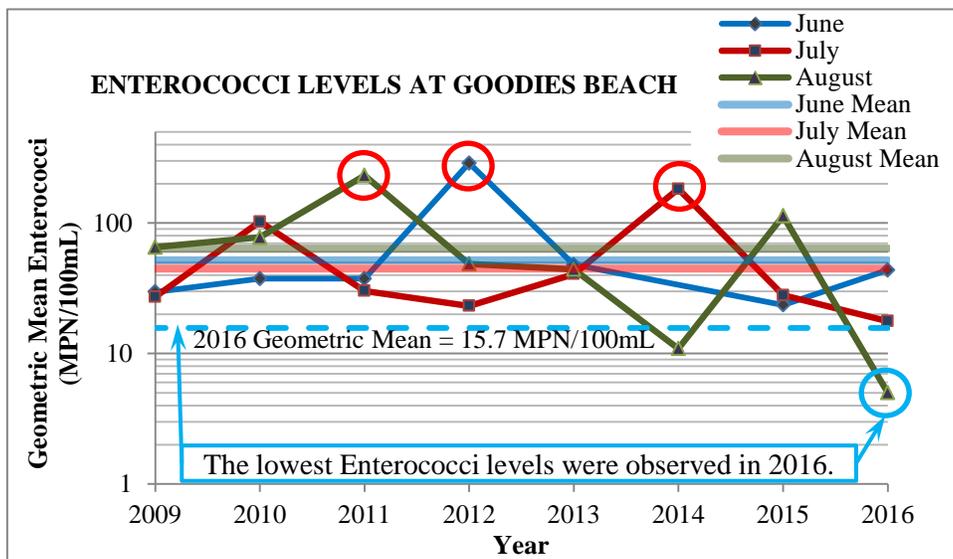


Figure 3: Mean Enterococci levels at Goodies Beach per Month by Year
 (Enterococci data courtesy of Maine Healthy Beaches)

According to the Maine Healthy Beaches data, Goodies Beach had six recordings less than 10 MPN/100mL in a row from July 27th through August, 2016 and a total of eight observations below the minimum detection limit in the 2016 season. Observations in August of 2016 were below the minimum detection limit, and the geometric mean for the 2016 season is 15.7 MPN/100mL (identified as a blue dashed line in Figure 3). For reference, Goodies Beach

averages four observations per season that are less than 10 MPN/100 mL, with a total of 34 to date. This data indicates the level of Enterococci at Goodies Beach has improved as enhanced housekeeping efforts have coincided with relatively low amounts of rainfall (Figure 4).

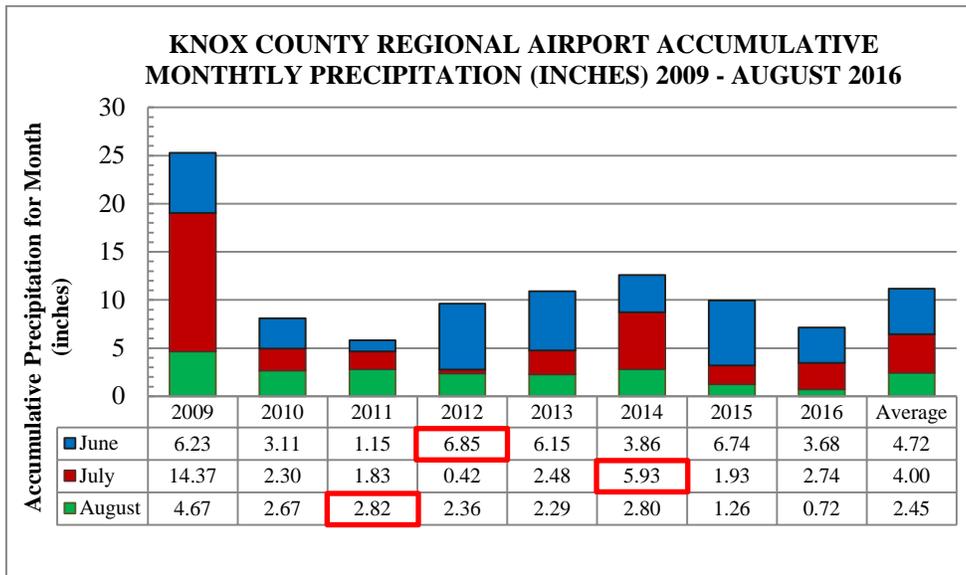


Figure 4: Accumulative Monthly Precipitation (2009 - August 31, 2016)

(Red boxes above in Figure 4 identify the three months circled in Figure 3 where Enterococci levels were found to be the highest on record. Precipitation data presented above in Figure 4 was obtained from: <https://www.wunderground.com/history/airport/KRKD> on August 31, 2016)

As depicted in Figures 1 through 3, the concentration of Enterococci at Goodies Beach is dynamic with the environment. As previously noted, 53% of exceedances occurred in relatively dry conditions, not resultant of the quantity of precipitation received. This point is indicated by a lack of correlation ($R^2 = 0.01$) between precipitation and Enterococci levels at Goodies Beach presented in Figure 1. To estimate the treatment level required for the adjacent surface water outfall, all available data representing same day sampling of Enterococci at Goodies Beach and the subject outlet were evaluated (Figure 5).

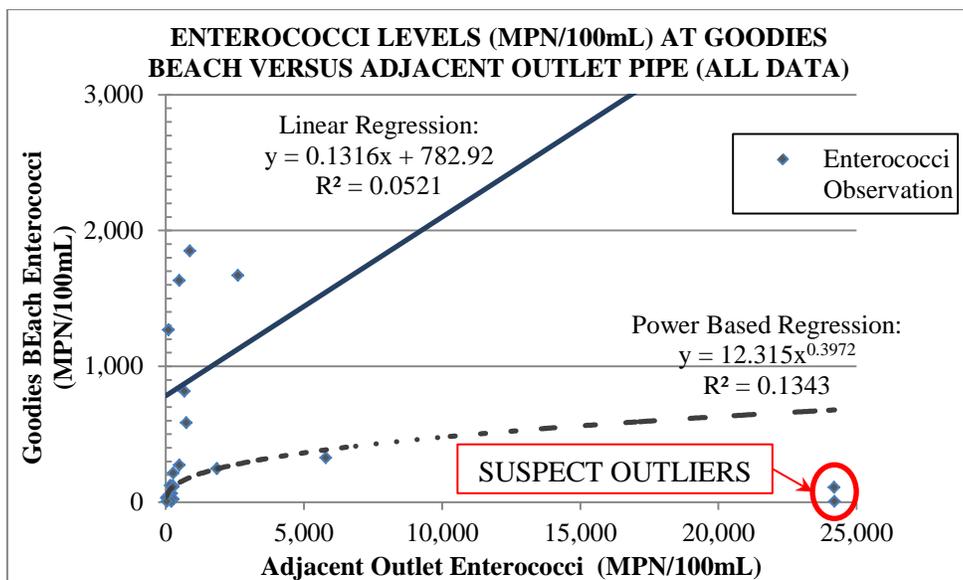


Figure 5: Enterococci Levels at Goodies Beach versus Adjacent Outlet (All Data)

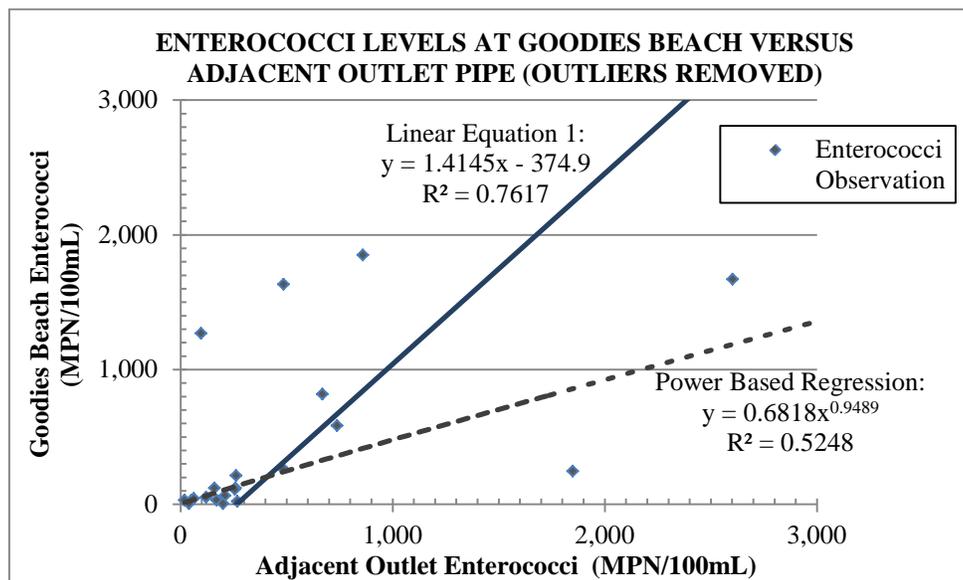


Figure 6: Enterococci Levels at Goodies Beach versus Adjacent Outlet (Observations Removed)

A review of the potential correlation (Linear Equation 1) presented in Figure 6 and poor correlation to precipitation levels (Figure 1) indicates a focus on components to bacterial contamination other than stormwater runoff is warranted. If the correlation depicted in Figure 6 (Linear Equation 1) is valid ($R^2 = 0.76$), then the minimum outlet concentration that is associated with beach closure events can be related as:

$$[\text{ENT.}]_{\text{OUTLET}} \text{ at } 338 \text{ MPN/100mL} \rightarrow [\text{ENT.}]_{\text{GOODIES BEACH}} = 104 \text{ MPN/100mL}$$

Assuming the Enterococci levels at Goodies Beach are correlated to the adjacent stormwater outlet pipe, then the level of removal required to achieve 104 MPN/100mL or lower from that source can be estimated. A summary is provided below in Table 1.

Table 1: Removal Requirements as a Function of Linear Equation 1

OBSERVED PIPE OUTLET CONCENTRATIONS		ANTICIPATED ENTEROCOCCI LEVEL AT GOODIE'S	% REMOVAL TO ACHIEVE 104MPN/100mL	LOG REMOVAL REQUIRED TO ACHIEVE 104 MPN/100mL
MIN.	20	-347	N/A	N/A
GEOMETRIC MEAN	323	82	N/A	N/A
AVERAGE	1,168	1,277	91.85%	1.1
MAX.	24,190	33,842	99.69%	2.5

As portrayed in Table 1, the treatment objective for the adjacent outlet pipe only is 99 to 99.9% (two to three log) removal of Enterococci. The extent of dry weather exceedances and lack of relationship between quantity of precipitation and Enterococci at Goodies Beach indicate base flows are the target. If treatment is implemented, the base flow, first flush, and (possibly given further refinement) up to a 1-year storm event are appropriate treatment rates (Table 4). With these design considerations, removing 99% of the Enterococci is likely an effective treatment objective.

SAMPLING EVENT:

The Maine Healthy Beaches Program samples Goodies Beach on Tuesday mornings from June to September. On Tuesday, June 28, 2016 the level of Enterococci observed at Goodies Beach was less than 10 MPN/100mL. At that time, there was no contribution from the adjacent outlet pipe, as there was no flow through the system. This June 28, 2016 observation of less than 10 MPN/100mL provided a known control, where no contribution from the suspect source is evident as there was no flow through the targeted drainage system. That night, over an inch of rain fell in the area and Gartley & Dorsky sampled both the beach water and the adjacent outfall pipe on June 29, 2016 at low tide. Both the beach and adjacent outlet pipe had levels of Enterococci greater than 2,420 MPN/100mL indicating there is a possible correlation between Goodies Beach and the adjacent outlet pipe’s Enterococci levels. Other environmental factors and sources may have also contributed to the system and observation.

To assess operational feasibility, water quality data was obtained by Gartley & Dorsky. The subject culvert outfalls 3 & 4 were sampled with respect to pH, Turbidity and Ultraviolet (UV) Transmittance. Additionally, the June 29th storm event was sampled from the beach’s adjacent outfall for pH, Turbidity, UV Transmittance, Iron (Fe), Manganese (Mn), and Enterococci. This data is tabulated in Table 2 and this storm event data was provided to the UV manufacturer for treatment suitability and cost implications.

Table 2: Pertinent Water Quality Data Obtained for Feasibility Study

	pH	Turbidity (NTUs)	TSS (mg/L)	UV Transmittance	Enterococci (MPN/100mL)	Fe (mg/L)	Mn (mg/L)
Area 1(Culvert 4) 06/14/16 [Sample A]	7.66	4.18	--	0.340	--	--	--
Area 1(Culvert 4) 06/14/16 [Sample B]	7.67	3.52	--	0.336	--	--	--
Area 2 (Culvert 3) 06/14/16 [Sample A]	7.72	0.25	--	0.827	--	--	--
Area 2 (Culvert 3) 06/14/16 [Sample B]	7.76	0.25	--	0.818	--	--	--
Adjacent Outlet 06/29/16 [Storm Event Sample]	6.55	16.40	20	0.428	>2420	0.260	0.043
pH, Turbidity, TSS, UV transmittance recordings provided by the Water Treatment Technology Assistance Center at UNH. Enterococci, Fe, Mn laboratory analyses were conducted by Maine Water Company.							

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
HYDROLOGIC CHARACTERISTICS

The total drainage area upstream of the suspect outlet pipe is approximately 30 acres in size. Within this watershed are residences on public sewer and some undeveloped parcels. Notable hydrogeological features are approximately 1/3 acre residential lots (average parcel size), a cemetery, a forested wetland identified as palustrine scrub shrub on the national wetland inventory (± 7 acres) an associated surface water (1/2 acre), and roads with curbs, culverts and catch basins. Table 3 portrays the approximate areas of each surface feature modeled in the watershed. Worth noting, within the watershed are bedrock outcrops (depicted in the Aerial of the Drainage Area). These bedrock outcrops are important hydrological characteristics of this drainage area, as they are impervious areas. With extensive bedrock outcrops, a ponded wetland and shallow soils, the quality of the stormwater leaving this drainage area appears to mimic that of an urban watershed and the weighted curve number (CN) was estimated at 86 for A1 and 87 for A2.

Table 3: Hydrologic Features of Drainage Areas

Area	Residential	Freshwater Wetland	Grass	Impervious Surfaces	Woods	Total Area
A1	10.83	7.04	0.25	1.29	4.35	23.75
A2	5.01	N/A	N/A	0.67	0.55	6.23

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
STORM EVENT & DESIGN FLOWS

Storm event and design flows were computed by applying two methodologies. The first method implemented a relative size factor based on neighboring reference watersheds of the Goose River and Ells Stream (USGS - StreamStats Version 3.0 Flow Statistics Ungaged Site Report). The second method applied TR20/TR55 models in Hydro CAD 9.10 from the hydrogeological characteristics previously presented herein. Tables 4, 5, and 6 depict the expected flows with respect to the Goodies Beach outlet and select environmental conditions.

Table 4: Seasonal and Storm Event Flows and Volumes

GOODIES ADJACENT OUTFALL FLOWS AND VOLUMES			
	Flow (CFS)	Flow (GPM)	Total Volume (gallons)
Mean Seasonal (June to September)	0.04 (B)	17 (B)	2,200,043
Median Seasonal (June to September)	0.02 (B)	9 (B)	1,148,031
1" of Precipitation over 24 hours	3.5 (P)	1,566 (P)	146,307
1-Year (2.6")	28 (P)	12,635 (P)	1,010,138
2-Year (3.2")	39 (P)	17,500 (P)	1,402,789
5-Year (3.9")	52 (P)	23,330 (P)	1,882,115
10-Year (4.6")	65 (P)	29,241 (P)	2,376,757
25-Year (5.7")	86 (P)	38,577 (P)	3,173,789

(B) = Base Flow Rate, (P) = Event Peak Flow Rate

Table 5: Monthly Mean Flows and Volumes from June through August

GOODIES ADJACENT STORMWATER OUTLET MONTHLY AND SEASONAL FLOWS AND VOLUMES					
Month	Mean CFS	Mean GPM	Total Cubic Feet Per Month	Total Gallons Per Month	Accumulative Gallons
June	0.065	29.2	168,412	1,259,805	1,259,805
July	0.023	10.4	62,217	465,418	1,725,223
August	0.017	7.6	45,443	339,939	2,065,162

Table 6: Stormwater Runoff Cumulative Volume

DRAINAGE AREA	A1 - Wetlands	A2 - Amsbury Hill	Total	Units
1" PRECIPITATION RUNOFF VOLUME	0.344	0.105	0.449	acre-feet
	14,985	4,574	19,558	cubic feet
	112,093	34,214	146,307	gallons

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
APPLICABLE TREATMENT OPTIONS & RECOMMENDATIONS

The Conservation Commission reported that, at a November 24, 2014 workshop with the select board, the issue of exceedances at Goodies Beach was discussed and a range of options were identified as:

Take no action and continue posting advisories

Relocate the outfall to deeper water

Collect and treat runoff as sewage

Treat runoff onsite

Treat runoff offsite

Simply posting advisories was not pursued, as the Town has engaged in more sanitary surveys, public education and outreach to reduce pollutants. This proactive stance includes the further studies undertaken by Maine Healthy Beaches, the Conservation Commission and commissioning this report. Of interest, the option to extend the point of discharge into the harbor can serve as a ground-truthing measure to determine the potential efficacy of applying measures to this outfall. Considering the sewer connection option, treating any substantial fraction of runoff from the outfall is problematic from a regulatory issue and cost perspective. Available pumping capacities at the Marine Park (95 GPM, intermittent service) and at the Harbor View (150 GPM) pump stations are inadequate for any diverted storm event, or even any consequential fraction thereof. Treatment of stormwater offsite is problematic in that additional land is needed, as is infrastructure to pump. Those associated capital costs are added to the treatment cost. As a gravity flow plan and Town owned land are available, the onsite treatment option is preferable. Treatment can be implemented by utilizing available Town land, while maintaining gravity flow. With sedimentation and filtration requiring additional measures, disinfection was selected for further analysis.

Owing to environmental considerations, chemical dependent disinfection systems such as chlorination/dechlorinating are not suitable for this application. Constituents in surface waters, such as organic compounds, can react with a chemical disinfectant. The daughter products of such reactions could be more harmful to humans and the ecosystem than the bacteria eliminated. As depicted in Table 7, Ozonation and Ultraviolet light (UV) disinfection systems do not introduce by-product issues and are capable of maintaining two to four log removals in a single unit process. Treatment options are tabulated in Table 7. Stormwater treatment BMPs are generally focused on solids, nutrients, and gross pollutants such as oils. Nationwide studies indicate relatively low efficacy for removing bacteria by use of conventional BMPs like

wetponds and swales. Sedimentation, filtration and disinfection are methods applicable to eliminating Enterococci and other microorganisms from surface waters. In order to achieve and maintain 99% to 99.9% removal of Enterococci, additional unit processes would be required for the currently available sedimentation or filtration stormwater treatment BMPs.

Ozone is often used in water treatment to control taste and odor issues while obtaining a treatment objective. Ozonation has also been applied to industrial runoff for quality issues. Ozonators create Ozone (O_3) by applying an electrical current to Oxygen in the atmosphere and bubbling the resultant O_3 gas through the water column. The inherent instability of O_3 in these environmental conditions makes it react rapidly and oxidize chemical compounds and microorganisms alike. The oxidation processes within Ozonation require sufficient mixing and sufficient contact times to obtain targeted treatment levels for a given source water characteristics.

UV reactors disinfect water by imparting electromagnetic radiation at a wavelength between 100 and 400 nanometers to sufficiently high enough energy levels to break chemical bonds of the target microorganism's DNA. With ruptured DNA molecules, the organisms are no longer capable of procreation. As such, the process is often termed inactivation. UV reactors are capable of delivering 99-99.9% inactivation of Enterococci in surface waters and do not present the same level of residual water quality problems as chemical disinfection systems. UV has a proven track record for disinfecting stormwater, among many applications.

Table 7: Stormwater Treatment Options

Treatment Option	Field Validated to Maintain Required Removal	Advantages	Disadvantages
Sedimentation	No	Simple process with low energy and O&M requirements. Reduces TSS.	Not capable of achieving treatment objective.
BMP Filters	No	Simple process with low energy and O&M requirements. Reduces turbidity, TSS, pathogens.	Not proven to effectively remove pathogens.
Chemical Disinfection	Yes	Simple proven process with low energy requirements.	Chemical dependent. Chemical residuals and disinfection byproducts could be more harmful to children than the Enterococci killed. Housing structure and skilled operator required.
UV Disinfection	Yes	Proven process capable of inactivating pathogenic microorganisms in stormwater systems.	Energy intensive, UV bulbs contain Mercury and require maintenance. No removal of contaminants achieved. Housing structure and skilled operator required.
Ozonation	Yes	Proven process with moderate energy and O&M costs. Breaks down complex molecules and oxidizes pathogens.	Energy intensive, housing structure and skilled operator required. Ozone presents a possible public perception problem. Oxidation of tertiary constituents may inhibit efficacy. Required contact time raises capital cost for storm event flows

To further assess treatment viability, an economic analysis was performed for two TrojanUV units capable of two and four log (99 & 99.99%) removal of Enterococci during base flow conditions (Trojan 3600K and 3001M) and one unit capable of 99% removal during base flows and up to a 1” rainfall event (Trojan 3000B). Depicted in Table 9, the anticipated construction costs for a UV disinfection system in 2018 for this project range from approximately \$175,000 to \$250,000, respectively. This cost range between treating just the base flows versus base flows

and up to 1” of rain indicates water quality prior to treatment should be improved. treatment requirements should be minimized. Measures to reduce/remove Enterococci sources in this watershed will produce benefits if treatment is implemented. Operation and maintenance costs including operator time will be additional.

Table 8: Economic Estimates for UV Treatment Units

ECONOMIC ESTIMATES FOR UV TREATMENT SYSTEMS			
UV unit	Trojan 3600K	Trojan 3001M	Trojan 3000B
log removal	2	4	2
Design Flow Range	Base Flow	Base Flow	Up to 1" of Precipitation
Assumed design life (years)	25	25	25
Average inflation rate per design life	2.5%	2.5%	2.5%
Days in Season	92	92	92
Percent in operation	95%	95%	95%
Number of lamps	48	80	128
watts/lamp	87.5	87.5	87.5
kW/Unit	4.2	7	11.2
Capital cost of UV Reactor (2018)	\$73,400	\$103,100	\$140,000
Capital cost of lamps (when replaced)	\$2,500	\$4,100	\$6,500
2016 \$/kWh Electricity Rate*	\$0.145	\$0.145	\$0.145
Electricity cost (2018 season)*	\$1,350	\$2,240	\$3,590
Estimated Life Cycle Electricity Costs*	\$46,200	\$77,000	\$123,100
Capital cost of Treatment Building (2016)	\$54,000	\$54,000	\$97,200
Capital cost of treatment building (2018)	\$60,000	\$60,000	\$110,000
Life cycle maintenance cost of treatment building**	\$97,600	\$97,600	\$175,600
Estimated cost of site work (2018)	\$26,000	\$26,000	\$26,000
Estimated Total Construction Cost (2018)	\$160,000	\$190,000	\$276,000
10% Contingency	\$16,000	\$19,000	\$28,000
Total Estimated Construction Cost (2018)	\$176,000	\$209,000	\$304,000
*Electricity estimates do not account for service fees and other miscellaneous charges.			
**Annual maintenance cost of treatment building is 5% of capital subject to average inflation rate per year.			

PERMITTING:

Municipal review and permitting would be necessary for activities related to treatment facility construction. (Town of Rockport Land Use Ordinance review and MUBEC Code review). The Maine Department of Environmental Protection was consulted and determined that UV treatment of stormwater does not require permits or licenses.

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
CONCLUSIONS & NEXT STEP RECOMMENDATIONS

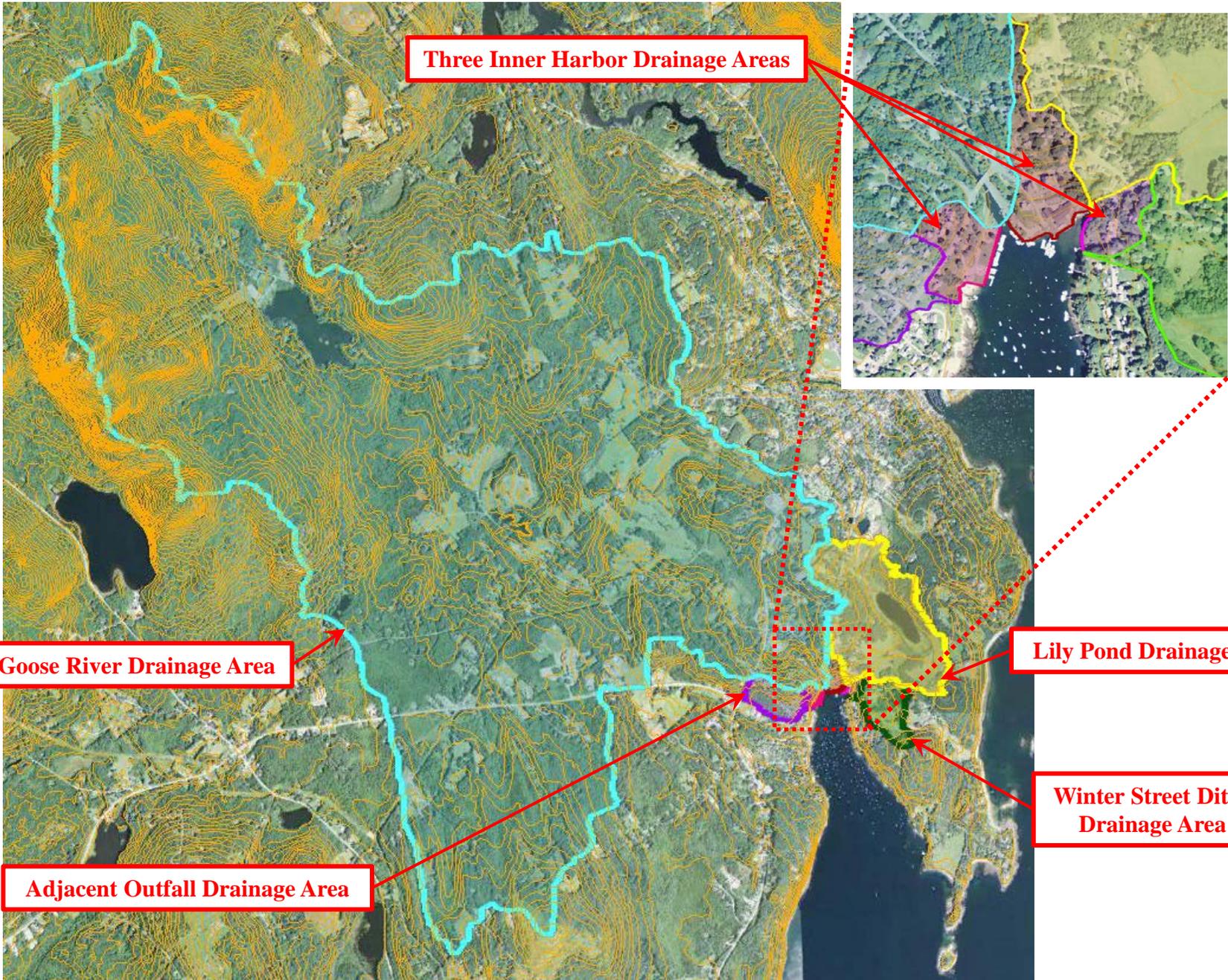
Rockport has taken an aggressive approach to improving water quality and should continue to do so. The extent of dry weather exceedances and lack of relationship between the quantity of precipitation and Enterococci levels at Goodies Beach indicate surface water base flows, wildlife, dogs, organics on the beach, and human activities (such as boating) are components that add microbiological contamination. Large storm events are not specifically indicated. Treatment of base flow and first flush by UV is technically feasible. Correlation between the adjacent outfall pipe and Goodies Beach Enterococci levels suggest a modest efficacy of treatment as other sources of contamination have been identified. Coupled with the cost of treatment, these findings suggest additional steps are warranted before implementing treatment.

To actively improve the inner harbor water quality in general, we recommend considering the following prior to implementing treatment:

- Perform water quality assessments for the Goose River, Ells Brook, and remaining inner harbor drainage areas. Assess the Enterococci source of previously identified hot spots as observed by the Conservation Commission (such as the Winter Street ditch), and implement housekeeping and public education.
- Increase street sweeping schedule, vacuum catch basins at least every spring and keep storm drains clean and clear of debris within the inner harbor drainage area.
- Increase beach maintenance efforts by raking and removing seaweed from the beach, keeping the beach clean and clear of organics.
- Provide and maintain additional pet waste receptacles with ‘mutt mitts’ in the harbor watersheds, inclusive of streets. Expand receptacles (particularly at the open wetland and collection system) within the adjacent outfall’s drainage area.
- Consider a policy prohibiting dogs on the beach during the beachgoing season (June to September).
- Continue public education on water quality issues and good housekeeping techniques.
- Implement an educational component to harbor interactions such as boat registration, taxes and mooring transactions.
- Sample all water quality monitoring locations in the same tide stage of the same day and environmental conditions, and refine the inner harbor mass balance.

- As a single season experiment, or as determined practical, extend the outfall $\pm 500'$ to the middle of the harbor and monitor at an increased schedule. Should an extension be implemented, permitting with Maine DEP, U.S. Army Corps of Engineers and Maine DOC will be required.

APPENDICES



Three Inner Harbor Drainage Areas

Goose River Drainage Area

Adjacent Outfall Drainage Area

Lily Pond Drainage Area

Winter Street Ditch Drainage Area

Aerial Images Courtesy of Google Earth Pro



AERIAL OF INNER HARBOR DRAINAGE AREAS
ROCKPORT, MAINE

OCTOBER, 2016

PROJ. NO 2016-083

GOODIES BEACH



PICTURE 1
(Taken: April 16, 2016)



PICTURE 2
(Taken: April 15, 2016)



PICTURE 3
(Taken: April 15, 2016)



PICTURE 4
(Taken: April 15, 2016)



PICTURE 5
(Taken: June 14, 2016)



PICTURE 6
(Taken: June 14, 2016)



PICTURE 7
(Taken: June 14, 2016)



PICTURE 8
(Taken: June 14, 2016)



PICTURE 9
(Taken: June 14, 2016)



PICTURE 10
(Taken: June 14, 2016)



PICTURE 11
(Taken: June 28, 2016)



PICTURE 12
(Taken: June 28, 2016)

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY
MAINE HEALTHY BEACHES RISK ASSESSMENT MATRICES

MAINE HEALTHY BEACHES IMPACT GUIDELINES FOR POTENTIAL AND ACTUAL SOURCES OF CONTAMINATION ADJACENT TO THE BEACH, A STREAM THAT EMPTIES WITHIN A MILE OF THE BEACH, OR DRAINS DIRECTLY TO THE BEACH*				
Inventory Items	Points Awarded per Item Inventoried	Initial Estimation	Points	% Contribution
Land Drain	1	Unknown		
Farm/Kennel		Unknown		
Roof Gutter Drain		Unknown		
Grey Water Drain		Unknown		
Uninspected Subsurface Waste Water Disposal System	3	Unknown		
Intermittent Stream Flow	5	5	25	22%
Waterbody on the 303d list with bacteria	10	0	0	
Waterbody with a TMDL study for bacteria		0	0	
Marina	15	1	15	13%
Mooring Field		1	15	13%
Stormwater Pipe or Drain		1	15	13%
Stream flows (not related to rain event)		3	45	39%
Malfunctioning Subsurface Wastewater Disposal System		0	0	
Overboard Discharge Unit		0	0	
Illegal Straight Pipe	25	0	0	
Combined Sewer Overflow (CSO)		Unknown		
Waste Water Treatment Plant Outfall (within 1 mile of beach)		0	0	

*Protocol prior to 2016.

MAINE HEALTHY BEACHES IMPACT GUIDELINES FOR INFRASTRUCTURE ASSESSMENT & INVENTORY ADJACENT TO THE BEACH, A STREAM THAT EMPTIES WITHIN A MILE OF THE BEACH, OR DRAINS DIRECTLY TO THE BEACH*				
Inventory Items	Points Awarded per Item Inventoried	Initial Estimation	Points	% Contribution
Wastewater Treatment Plant Outfall	25	0	0	0%
Sewer System		Yes	0	0%
20+ year old Subsurface Wastewater Systems		Unknown	--	--
Combined Sewer Overflows		Unknown	--	--
Marina or Mooring Field		2	50	17%
Rivers or Streams		3	75	25%
Public Bathrooms		Yes	0	0%
Rivers or Streams on 303d list for Bacteria	15	0	0	0%
Stormwater Drains or Pipes		5	75	25%
More than a Small Amount of Seaweed Accumulate on Beach		Yes	15	5%
Intermittent Streams or Flows Related to Rain Only	10	2	20	7%
Domestic Animal Farms, Hobby Farms/Kennels		1	10	3%
Marsh and Wildlife Areas/Preserves		N/A	0	0%
Marsh Draining to Beach		N/A	0	0%
Compost Operations or Farms that Spread Manure		1	10	3%
Dogs Allowed on Beach (May-September)		1	10	3%
Large Number of Waterfowl Regularly Present		No	0	0%
Crescent Shaped Beach		No	0	0%
Onshore Prevailing Winds		Yes	10	3%
Tidal Flushing Partially Restricted		Yes	10	3%
Average >50,000 visitors/500ft of beach (July-August)	5	No	0	0%
Average 20,000 to 50,000 visitors/500ft of beach (July-August)		No	0	0%
Paved Parking Lots Located within 100 ft of Beach		1	5	2%
Tide Pools on Beach	3	No	0	0%
Average 10,000 to 20,000 visitors/500ft of beach (July-August)		No	0	0%
Trash Cans on Beach		Yes	0	0%
How Many Paved Roads within 500' of Beach	2	4	8	3%

*Current Protocol

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY STUDY
DATES AND ENTEROCOCCI LEVELS (MPN/100mL) REPORTED IN FIGURES 4 & 5

DATE	Outlet @ Beach or Inlet @ Beach Enterococci (MPN/100mL)	Goodies Beach Enterococci (MPN/100mL)
6/17/2010	259	119
6/29/2010	669	816
7/13/2010	479	272
6/15/2011	210	63
6/21/2011	121	52
7/5/2011	52	31
8/22/2011	2603	1670
8/24/2011	171	31
5/17/2012	160	121
5/29/2012	860	1850
5/30/2012	738	583
6/5/2012	97	1267
6/12/2012	63	41
6/19/2012	20	30
6/26/2012	11199	19863
6/27/2012	487	1631
7/3/2012	269	20
*7/17/2012	24200	5
7/24/2012	262	213
8/21/2012	256	110
*8/28/2012	24190	108
9/4/2012	201	5
6/4/2013	40	5
6/11/2013	1850	246
7/2/2013	5790	327

*Observations were removed as outliers per R. Kennedy.

Soil Map—Knox and Lincoln Counties, Maine



Map Scale: 1:5,170 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

-  Area of Interest (AOI)
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Knox and Lincoln Counties, Maine
 Survey Area Data: Version 15, Sep 15, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 17, 2010—Aug 31, 2010

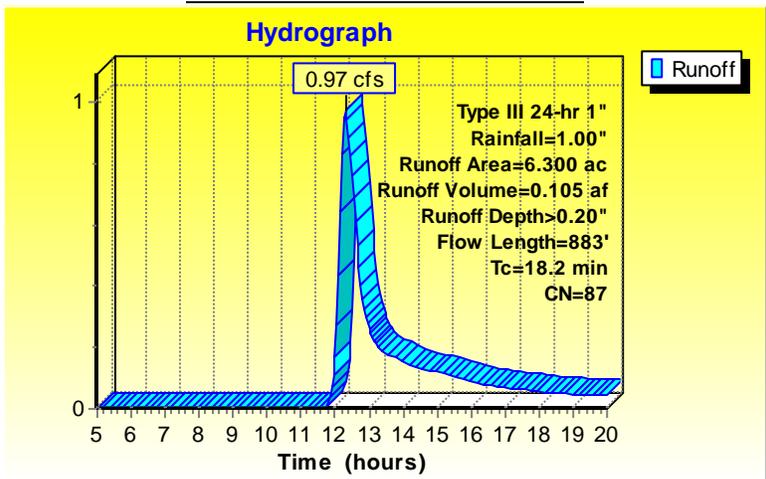
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Knox and Lincoln Counties, Maine (ME601)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bg	Biddeford mucky peat, 0 to 3 percent slopes	6.8	5.3%
BoC	Boothbay silt loam, 8 to 15 percent slopes	0.0	0.0%
Dp	Dumps-Pits complex	1.1	0.9%
EgB	Eldridge fine sandy loam, 3 to 8 percent slopes	7.9	6.1%
LmB	Lyman-Brayton variant-Rock outcrop complex, 0 to 8 percent slopes	0.3	0.2%
LrC	Lyman-Rock outcrop-Tunbridge complex, 8 to 15 percent slopes	39.1	30.4%
RmC	Rock outcrop-Lyman complex, 3 to 15 percent slopes	3.5	2.8%
Sw	Swanville silt loam, 0 to 3 percent slopes	28.7	22.3%
TrC	Tunbridge-Lyman complex, 8 to 15 percent slopes, rocky	9.2	7.1%
Ud	Udorthents-Urban land complex	16.1	12.5%
W	Water bodies	15.9	12.4%
Totals for Area of Interest		128.5	100.0%

**TOWN OF ROCKPORT
 GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY
 HYDROCAD OUTPUTS**

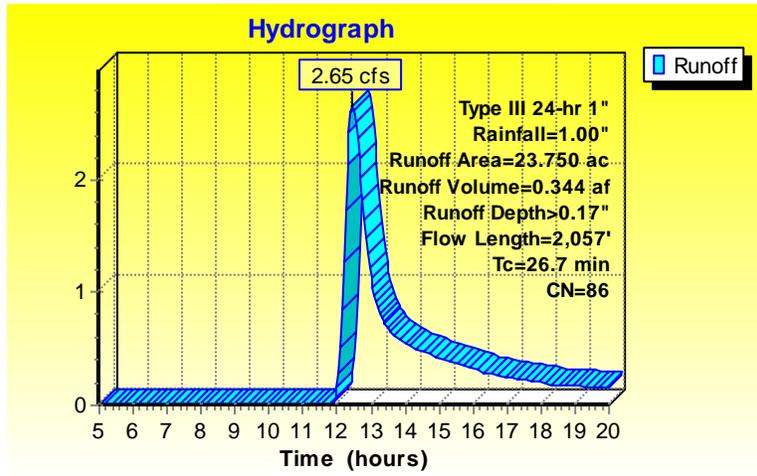
AMSBURY HILL 1" EVENT:



Hydrograph for Subcatchment 3: AMSBURY HILL

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.06	0.00	0.00
5.50	0.06	0.00	0.00
6.00	0.07	0.00	0.00
6.50	0.08	0.00	0.00
7.00	0.09	0.00	0.00
7.50	0.10	0.00	0.00
8.00	0.11	0.00	0.00
8.50	0.13	0.00	0.00
9.00	0.15	0.00	0.00
9.50	0.17	0.00	0.00
10.00	0.19	0.00	0.00
10.50	0.22	0.00	0.00
11.00	0.25	0.00	0.00
11.50	0.30	0.00	0.00
12.00	0.50	0.02	0.17
12.50	0.70	0.09	0.76
13.00	0.75	0.10	0.26
13.50	0.78	0.12	0.18
14.00	0.81	0.13	0.15
14.50	0.83	0.14	0.13
15.00	0.85	0.15	0.12
15.50	0.87	0.16	0.10
16.00	0.89	0.17	0.09
16.50	0.90	0.17	0.08
17.00	0.91	0.18	0.07
17.50	0.92	0.18	0.06
18.00	0.93	0.19	0.06
18.50	0.94	0.19	0.05
19.00	0.94	0.19	0.05
19.50	0.95	0.20	0.05
20.00	0.96	0.20	0.04

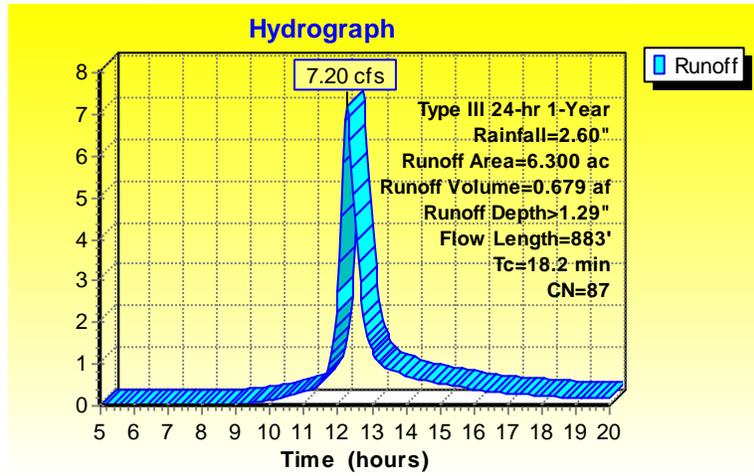
WETLANDS 1" EVENT:



Hydrograph for Subcatchment 4: A1 - Wetlands

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.06	0.00	0.00
5.50	0.06	0.00	0.00
6.00	0.07	0.00	0.00
6.50	0.08	0.00	0.00
7.00	0.09	0.00	0.00
7.50	0.10	0.00	0.00
8.00	0.11	0.00	0.00
8.50	0.13	0.00	0.00
9.00	0.15	0.00	0.00
9.50	0.17	0.00	0.00
10.00	0.19	0.00	0.00
10.50	0.22	0.00	0.00
11.00	0.25	0.00	0.00
11.50	0.30	0.00	0.00
12.00	0.50	0.02	0.15
12.50	0.70	0.07	2.62
13.00	0.75	0.09	1.13
13.50	0.78	0.10	0.67
14.00	0.81	0.11	0.56
14.50	0.83	0.12	0.47
15.00	0.85	0.13	0.43
15.50	0.87	0.14	0.38
16.00	0.89	0.14	0.32
16.50	0.90	0.15	0.28
17.00	0.91	0.15	0.25
17.50	0.92	0.16	0.23
18.00	0.93	0.16	0.20
18.50	0.94	0.17	0.18
19.00	0.94	0.17	0.17
19.50	0.95	0.17	0.16
20.00	0.96	0.18	0.16

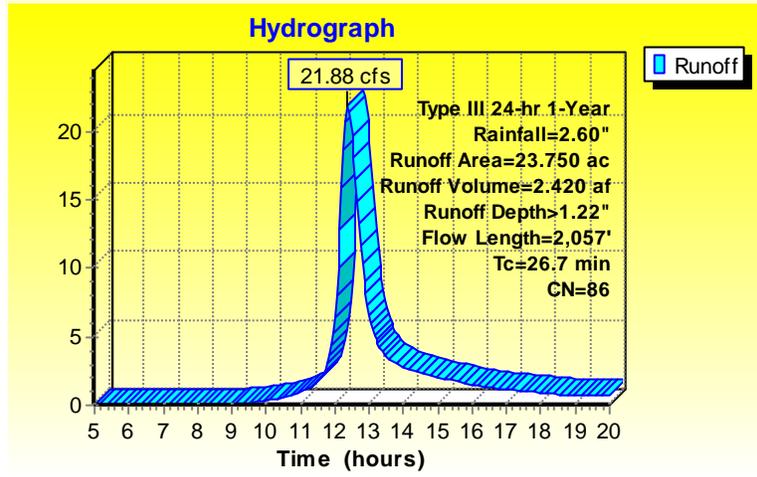
AMSBURY HILL 1-YEAR EVENT:



Hydrograph for Subcatchment 3: AMSBURY HILL

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.15	0.00	0.00
5.50	0.17	0.00	0.00
6.00	0.19	0.00	0.00
6.50	0.21	0.00	0.00
7.00	0.24	0.00	0.00
7.50	0.26	0.00	0.00
8.00	0.30	0.00	0.00
8.50	0.33	0.00	0.01
9.00	0.38	0.00	0.04
9.50	0.43	0.01	0.08
10.00	0.49	0.02	0.14
10.50	0.56	0.04	0.22
11.00	0.65	0.07	0.34
11.50	0.77	0.11	0.59
12.00	1.30	0.40	2.75
12.50	1.83	0.77	4.54
13.00	1.95	0.87	1.33
13.50	2.04	0.93	0.88
14.00	2.11	0.99	0.73
14.50	2.17	1.04	0.61
15.00	2.22	1.08	0.54
15.50	2.27	1.12	0.47
16.00	2.30	1.15	0.39
16.50	2.34	1.17	0.34
17.00	2.36	1.20	0.30
17.50	2.39	1.22	0.27
18.00	2.41	1.24	0.24
18.50	2.43	1.26	0.22
19.00	2.45	1.27	0.20
19.50	2.47	1.29	0.19
20.00	2.49	1.30	0.18

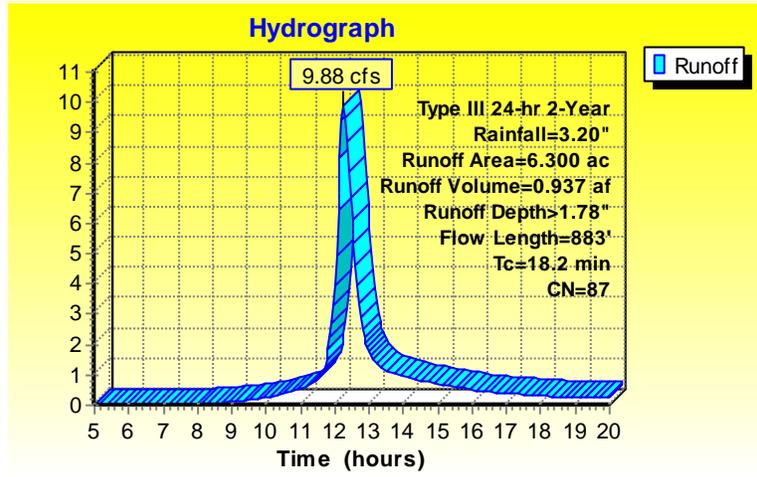
WETLANDS 1-YEAR EVENT:



Hydrograph for Subcatchment 4: A1 - Wetlands

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.15	0.00	0.00
5.50	0.17	0.00	0.00
6.00	0.19	0.00	0.00
6.50	0.21	0.00	0.00
7.00	0.24	0.00	0.00
7.50	0.26	0.00	0.00
8.00	0.30	0.00	0.00
8.50	0.33	0.00	0.00
9.00	0.38	0.00	0.05
9.50	0.43	0.01	0.18
10.00	0.49	0.02	0.36
10.50	0.56	0.03	0.61
11.00	0.65	0.05	0.99
11.50	0.77	0.10	1.69
12.00	1.30	0.36	6.45
12.50	1.83	0.72	19.73
13.00	1.95	0.81	6.59
13.50	2.04	0.88	3.54
14.00	2.11	0.93	2.81
14.50	2.17	0.98	2.34
15.00	2.22	1.02	2.06
15.50	2.27	1.06	1.79
16.00	2.30	1.09	1.52
16.50	2.34	1.11	1.28
17.00	2.36	1.13	1.15
17.50	2.39	1.15	1.03
18.00	2.41	1.17	0.91
18.50	2.43	1.19	0.81
19.00	2.45	1.20	0.76
19.50	2.47	1.22	0.73
20.00	2.49	1.23	0.69

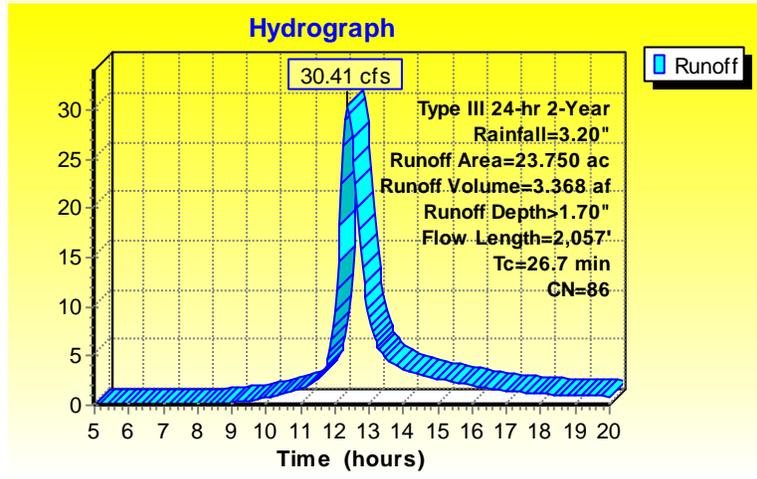
AMSBURY 2-YEAR EVENT:



Hydrograph for Subcatchment 3: AMSBURY HILL

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.18	0.00	0.00
5.50	0.21	0.00	0.00
6.00	0.23	0.00	0.00
6.50	0.26	0.00	0.00
7.00	0.29	0.00	0.00
7.50	0.33	0.00	0.00
8.00	0.36	0.00	0.03
8.50	0.41	0.01	0.06
9.00	0.47	0.02	0.11
9.50	0.53	0.03	0.18
10.00	0.60	0.05	0.26
10.50	0.69	0.08	0.37
11.00	0.80	0.13	0.54
11.50	0.95	0.20	0.90
12.00	1.60	0.61	3.94
12.50	2.25	1.10	6.10
13.00	2.40	1.23	1.75
13.50	2.51	1.32	1.15
14.00	2.60	1.39	0.95
14.50	2.67	1.45	0.80
15.00	2.73	1.51	0.71
15.50	2.79	1.56	0.61
16.00	2.84	1.60	0.51
16.50	2.87	1.63	0.44
17.00	2.91	1.66	0.39
17.50	2.94	1.69	0.35
18.00	2.97	1.71	0.31
18.50	2.99	1.73	0.28
19.00	3.02	1.76	0.26
19.50	3.04	1.77	0.25
20.00	3.06	1.79	0.24

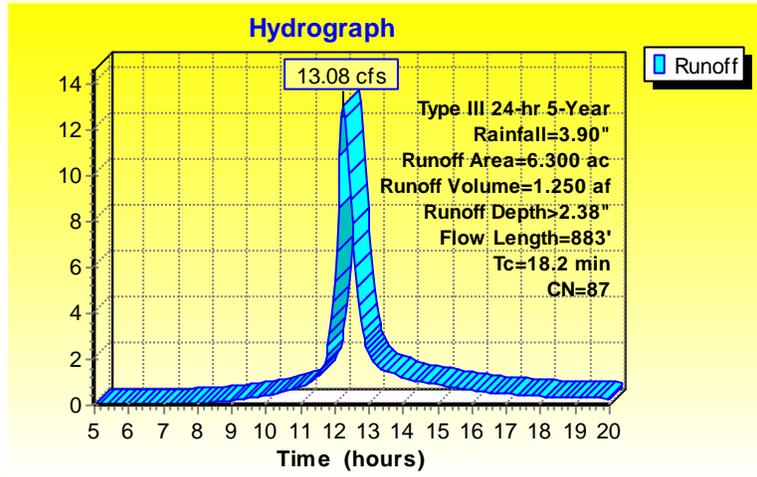
WETLANDS 2-YEAR EVENT:



Hydrograph for Subcatchment 4: A1 - Wetlands

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.18	0.00	0.00
5.50	0.21	0.00	0.00
6.00	0.23	0.00	0.00
6.50	0.26	0.00	0.00
7.00	0.29	0.00	0.00
7.50	0.33	0.00	0.00
8.00	0.36	0.00	0.02
8.50	0.41	0.00	0.12
9.00	0.47	0.01	0.27
9.50	0.53	0.02	0.49
10.00	0.60	0.04	0.76
10.50	0.69	0.07	1.12
11.00	0.80	0.11	1.68
11.50	0.95	0.17	2.69
12.00	1.60	0.56	9.56
12.50	2.25	1.04	27.09
13.00	2.40	1.16	8.83
13.50	2.51	1.25	4.69
14.00	2.60	1.32	3.70
14.50	2.67	1.38	3.08
15.00	2.73	1.44	2.70
15.50	2.79	1.48	2.34
16.00	2.84	1.52	1.98
16.50	2.87	1.56	1.68
17.00	2.91	1.59	1.50
17.50	2.94	1.61	1.34
18.00	2.97	1.64	1.18
18.50	2.99	1.66	1.05
19.00	3.02	1.68	0.99
19.50	3.04	1.70	0.95
20.00	3.06	1.72	0.90

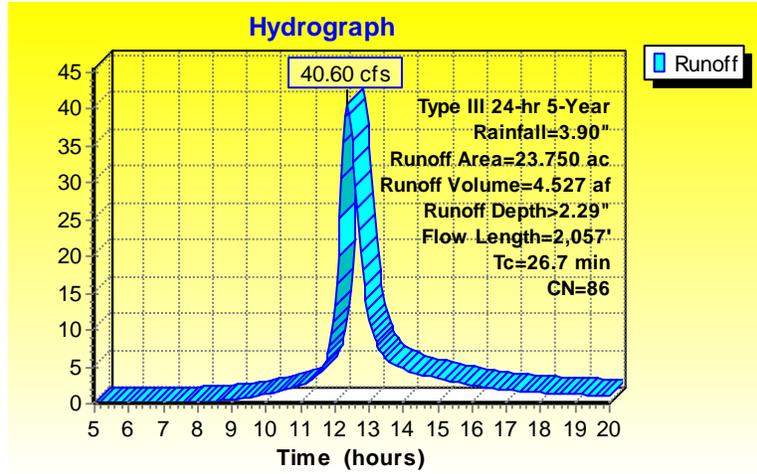
AMSBURY 5-YEAR EVENT:



Hydrograph for Subcatchment 3: AMSBURY HILL

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.22	0.00	0.00
5.50	0.25	0.00	0.00
6.00	0.28	0.00	0.00
6.50	0.31	0.00	0.00
7.00	0.35	0.00	0.02
7.50	0.40	0.01	0.05
8.00	0.44	0.01	0.09
8.50	0.50	0.02	0.14
9.00	0.57	0.04	0.21
9.50	0.65	0.07	0.31
10.00	0.74	0.10	0.42
10.50	0.84	0.15	0.58
11.00	0.98	0.21	0.81
11.50	1.16	0.32	1.30
12.00	1.95	0.87	5.40
12.50	2.74	1.51	7.93
13.00	2.92	1.67	2.25
13.50	3.06	1.79	1.48
14.00	3.16	1.88	1.21
14.50	3.25	1.96	1.02
15.00	3.33	2.03	0.90
15.50	3.40	2.09	0.77
16.00	3.46	2.14	0.65
16.50	3.50	2.19	0.56
17.00	3.55	2.22	0.50
17.50	3.59	2.26	0.44
18.00	3.62	2.29	0.39
18.50	3.65	2.32	0.35
19.00	3.68	2.34	0.33
19.50	3.71	2.37	0.32
20.00	3.73	2.39	0.30

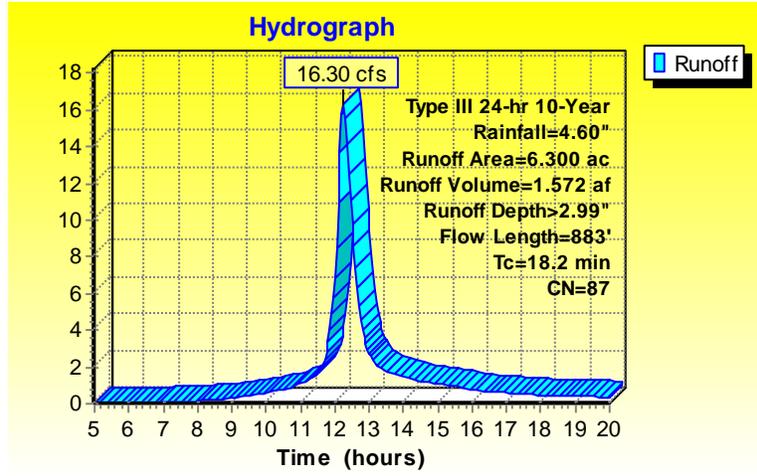
WETLANDS 5-YEAR EVENT:



Hydrograph for Subcatchment 4: A1 - Wetlands

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.22	0.00	0.00
5.50	0.25	0.00	0.00
6.00	0.28	0.00	0.00
6.50	0.31	0.00	0.00
7.00	0.35	0.00	0.01
7.50	0.40	0.00	0.09
8.00	0.44	0.01	0.20
8.50	0.50	0.02	0.36
9.00	0.57	0.03	0.60
9.50	0.65	0.05	0.92
10.00	0.74	0.08	1.30
10.50	0.84	0.13	1.81
11.00	0.98	0.19	2.58
11.50	1.16	0.28	3.97
12.00	1.95	0.81	13.40
12.50	2.74	1.44	35.84
13.00	2.92	1.60	11.46
13.50	3.06	1.71	6.03
14.00	3.16	1.80	4.75
14.50	3.25	1.88	3.94
15.00	3.33	1.95	3.45
15.50	3.40	2.01	2.99
16.00	3.46	2.06	2.53
16.50	3.50	2.10	2.13
17.00	3.55	2.14	1.91
17.50	3.59	2.17	1.70
18.00	3.62	2.20	1.50
18.50	3.65	2.23	1.33
19.00	3.68	2.26	1.26
19.50	3.71	2.28	1.20
20.00	3.73	2.31	1.14

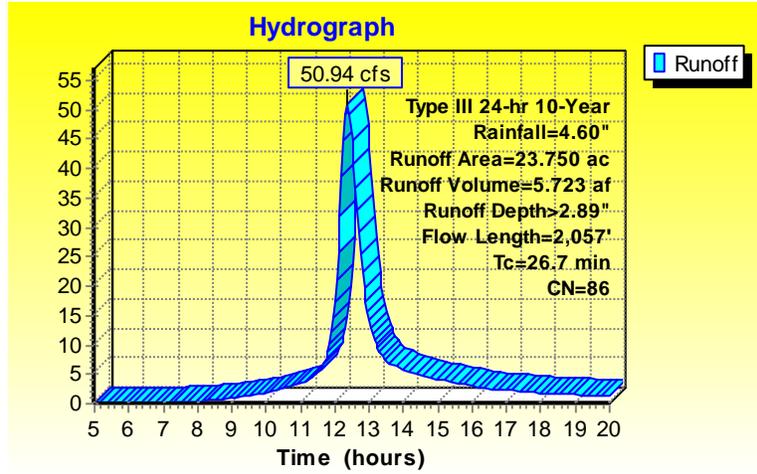
AMSBURY 10-YEAR EVENT:



Hydrograph for Subcatchment 3: AMSBURY HILL

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.26	0.00	0.00
5.50	0.30	0.00	0.00
6.00	0.33	0.00	0.01
6.50	0.37	0.00	0.03
7.00	0.42	0.01	0.06
7.50	0.47	0.02	0.11
8.00	0.52	0.03	0.16
8.50	0.59	0.05	0.22
9.00	0.67	0.07	0.33
9.50	0.76	0.11	0.45
10.00	0.87	0.16	0.59
10.50	1.00	0.22	0.80
11.00	1.15	0.31	1.09
11.50	1.37	0.45	1.71
12.00	2.30	1.15	6.90
12.50	3.23	1.94	9.77
13.00	3.45	2.14	2.75
13.50	3.60	2.28	1.80
14.00	3.73	2.39	1.47
14.50	3.84	2.49	1.24
15.00	3.93	2.57	1.09
15.50	4.01	2.65	0.94
16.00	4.08	2.71	0.78
16.50	4.13	2.76	0.67
17.00	4.18	2.81	0.60
17.50	4.23	2.85	0.54
18.00	4.27	2.88	0.47
18.50	4.30	2.92	0.42
19.00	4.34	2.95	0.40
19.50	4.37	2.98	0.38
20.00	4.40	3.01	0.36

WETLANDS 10-YEAR EVENT:



Hydrograph for Subcatchment 4: A1 - Wetlands

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
5.00	0.26	0.00	0.00
5.50	0.30	0.00	0.00
6.00	0.33	0.00	0.00
6.50	0.37	0.00	0.03
7.00	0.42	0.00	0.13
7.50	0.47	0.01	0.27
8.00	0.52	0.02	0.43
8.50	0.59	0.04	0.65
9.00	0.67	0.06	0.98
9.50	0.76	0.09	1.40
10.00	0.87	0.14	1.90
10.50	1.00	0.20	2.56
11.00	1.15	0.28	3.55
11.50	1.37	0.41	5.33
12.00	2.30	1.08	17.37
12.50	3.23	1.86	44.67
13.00	3.45	2.05	14.10
13.50	3.60	2.19	7.38
14.00	3.73	2.30	5.79
14.50	3.84	2.40	4.79
15.00	3.93	2.48	4.19
15.50	4.01	2.55	3.63
16.00	4.08	2.61	3.07
16.50	4.13	2.67	2.59
17.00	4.18	2.71	2.32
17.50	4.23	2.75	2.07
18.00	4.27	2.79	1.82
18.50	4.30	2.82	1.62
19.00	4.34	2.86	1.53
19.50	4.37	2.89	1.45
20.00	4.40	2.91	1.38

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY
WATER QUALITY RESULTS

University of New Hampshire - Water Treatment Technology Assistance Center (WTTAC)										
Total Suspended Solids (TSS)										
Town of Rockport - Goodies Beach										
Subsample I.D.	Initial Weight		Final Weight		Difference (g)	Difference (mg)	x 1000	/25 mL	mg/L	mg/L
A	17.3665	17.3666	17.3670	17.3672	0.00055	0.55	550	22	22	
	Average:	17.36655	Average:	17.3671						Average: 20
B	16.9767	16.9769	16.9772	16.9773						
	Average:	16.9768	Average:	16.97725	0.00045	0.45	450	18	18	
Note: Filters rinsed initially with 100 mL distilled water before being dried overnight.										
All samples filtered were followed by a 50 mL distilled water rinse										
25 mL were filtered for the sample analysis										

Sample I.D.	pH		Turbidity (NTUs)		TSS (mg/L)	UV 254 mm (unfiltered)		UV Transmittance (unfiltered)		UV 254 mm (filtered)		Transmittance (filtered)	
Area 1(Culvert 4) 06/14/16 [A]	7.66	7.66	4.1	4.26	--	0.468	0.468	0.340	0.340	0.459	0.460	0.348	0.347
Area 1(Culvert 4) 06/14/16 [A]	7.69	7.65	3.6	3.48	--	0.473	0.475	0.337	0.335	0.463	0.463	0.344	0.344
Area 2 (Culvert 3) 06/14/16 [A]	7.70	7.74	0.2	0.26	--	0.083	0.082	0.826	0.828	0.081	0.081	0.830	0.830
Area 2 (Culvert 3) 06/14/16 [B]	7.74	7.78	0.3	0.23	--	0.088	0.086	0.817	0.820	0.081	0.082	0.830	0.828
Adjacent Outlet 06/29/16 Storm Sample	6.55	6.54	17	16	20	0.368	0.369	0.429	0.428	0.334	0.334	0.463	0.463
Note: Samples filtered with Whatman/GE GF/C membrane, rinsed in RO water. Transmittance = 1/10^UV@254nm													

MAINE DRINKING WATER PROGRAM

TOTAL COLIFORM BACTERIA RESULTS

H. Credit
Bill

Water Test Results for the Month: JUNE 29TH

Year: 2016

Public Water System Information	
System Name	PO-16-083
Sampler's Phone #	207-236-4365
PWSID #	N/A
Address	59 UNION ST. CAMDEN
Sample Category (1)	Routine Compliance DEM O&M
Sampler's Name	Jeff Sanders

Laboratory Information	
Laboratory's Name	The Maine Water Company MIRROR LAKE LABORATORY
Certification #	ME 022
Manager's Name	Bill Gower
Phone #	207-236-8428
Sample Received	Date/Time By

ENTERED

#	Sample Collection Point	Date & Time Sample was taken	Laboratory Sample ID#	Date & Time Sample was Run	Total Coliform Count (MPN/100ml)	E.Coli (MPN/100ml)	EPA Standard Method	Notes
1	CULVERT	6/29/16 1:00		6/29/16 MLL O&M	> 201 2426		9223 B	
2	BEACH	6/29/16 1:00		↓	> 201 2420 MLL MLL 6/30/16			
3					6/30/16 0215			
4								
5								

I (we) understand that this report will be submitted to the Maine Drinking Water Program.

Sampler's Signature:

Laboratory Signature:

Customer:

WIMS: *MA*



SAMPLES CAN ONLY BE ACCEPTED AT THE MAINE WATER COMPANY LAB
 MONDAY THRU WEDNESDAY 7:30AM - 4:30PM AND THURSDAY 7:30AM - 2:30PM 5681
 SAMPLES OVER 30 HOURS OLD CAN NOT BE ACCEPTED FOR ANALYSIS
 For any questions, please call the Lab at 236-8428 or 800-287-1643

Date & Time Collected: _____
 Collected from: CULVERT Other _____
 By: JEFF SENDERS
 Source of sample: _____ Dug well _____ Drilled Well _____ Spring X Other _____
 Has source been Chlorinated? ? Yes _____ No _____

LAB B

SAMPLE RECEIVED:

Date _____ # _____
 Time _____
 By _____

Test to be completed: Bacteria Other (Specify): _____
TSS & NTUS

Results to: Jeff Senders Property Owner: _____
59 UNDER ST. #1
CAMPDEN ME 04813 Property address: _____
 Phone: 207-236-4365
 e-mail: jsenders@gartleydorsky.com

SAMPLES CAN ONLY BE ACCEPTED AT THE MAINE WATER COMPANY LAB
 MONDAY THRU WEDNESDAY 7:30AM - 4:30PM AND THURSDAY 7:30AM - 2:30PM 5678
 SAMPLES OVER 30 HOURS OLD CAN NOT BE ACCEPTED FOR ANALYSIS
 For any questions, please call the Lab at 236-8428 or 800-287-1643

NEED BILLING: Y N

Date & Time Collected: _____
 Collected from: Faucet CULVERT Other _____
 By: JEFF SENDERS
 Source of sample: _____ Dug well _____ Drilled Well _____ Spring X Other _____
 Has source been Chlorinated? ? Yes _____ No _____

Total coliform (MPN/100 ml) _____ } 18
 e. coli (MPN/100 ml) _____ } 24

Test to be completed: Bacteria X Other (Specify): _____
IRON

Results to: Jeff Senders Property Owner: _____
59 UNDER ST. #1
CAMPDEN ME 04813 Property address: #16-083
 Phone: 207-236-4365
 e-mail: jsenders@gartleydorsky.com
 Would you like results sent by e-mail? Y/N

Nitrate -N (mg/L) _____
 Nitrite -N (mg/L) _____

pH _____
 Turbidity (NTU) 10.5
 Cu (mg/L) _____
 Fe (mg/L) 0.26
 Mn (mg/L) 0.043

Date & Time Collected: _____
 Collected from: Faucet CULVERT Other _____
 By: JEFF SENDERS
 Source of sample: _____ Dug well _____ Drilled Well _____ Spring X Other _____
 Has source been Chlorinated? ? Yes _____ No _____

Hardness (mg/L) _____
 Chloride (mg/L) _____
 Fluoride (mg/L) _____

Test to be completed: Bacteria X Other (Specify): _____
MANGANESE

Results to: JEFF SENDERS Property Owner: _____
59 UNDER ST. #1
CAMPDEN ME 04813 Property address: _____
 Phone: 207-236-4365
 e-mail: jsenders@gartleydorsky.com
 Would you like results sent by e-mail? Y/N

Iron related bacteria _____

Lot # _____ Analyzed _____ Read _____

Sulfur reducing bacteria _____

Lot # _____ Analyzed _____ Read _____

As _____ Na _____
 Pb _____ U _____
 1st draw lead _____

TSS = 50.1

m/l

TOWN OF ROCKPORT
GOODIES BEACH – STORMWATER TREATMENT FEASIBILITY
MASS BALANCE

Due to the lack of correlation between the target outlet levels and Goodies Beach Enterococci levels, mass balances were conducted on the inner harbor of Rockport to further assess treatment efficacy. As depicted in the attached Aerial of Inner Harbor Drainage Areas, watersheds were delineated for each of the Conservation Commission’s sampling locations. The remaining inner harbor drainage areas were delineated from aerial images and iterated to a solution within the mass balance. The Goose River, Ells Brook, and Lily Pond watersheds were modeled using the United States Geological Survey (USGS) StreamStats Program.

The small drainage areas contributing surface water to the inner harbor are unsuitable to model flows from the USGS StreamStats Program. As a result, a relative size coefficient was applied using the adjacent Goose River, Ells Brook, and Lily Pond watersheds. Because there are no single dates where all locations of interest were sampled, the mass balances performed were limited to three observational events consisting of Enterococci levels recorded within a 48-hour period. In this screening, only one sample location is missing.

Back to back observations taken at Goodies Beach on five separate occasions from 2009 to 2016 enabled assessment of the day to day changes in Enterococci levels with no inputs from precipitation. These five sample sets, all coincidentally taken in August, depict Goodies Beach has an average percent change in Enterococci from day to day of 68% (See Table A1). A more conservative day to day change (30%) in Enterococci levels at Goodies Beach was derived iteratively from the mass balance as discussed in the following paragraphs.

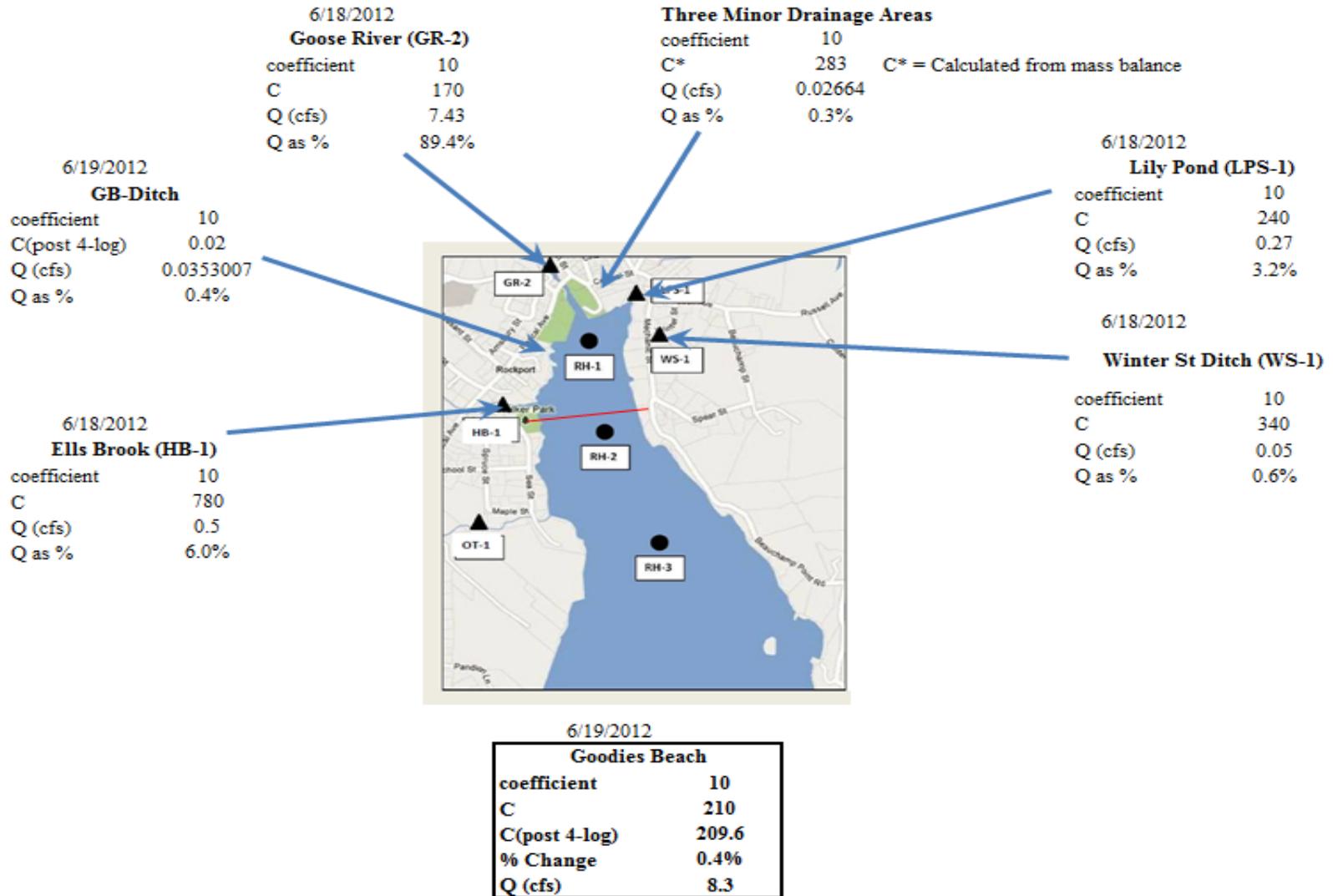
Table A1: Goodies Beach Back to Back Sampling Events

DATE	MPN/100mL	PERCENT CHANGE
8/20/2013	691	73%
8/21/2013	187	
8/1/2012	369	38%
8/2/2012	228	
8/2/2011	546	86%
8/3/2011	74	
8/10/2010	465	44%
8/11/2010	259	
8/4/2009	134	96%
8/5/2009	<10	
Average:		68%

Of the three mass balances assessed, one provided a reasonable solution. Goose River (GR-2), Lily Pond (LPS-1), and Winter Street Ditch (WS-1) were sampled on June 18, 2012, while the ditch above Goodies Beach and Goodies Beach were sampled on June 19, 2012. Without significant prior precipitation events, flows used are the median June base flows according to USGS Streamstats delineations and outputs.

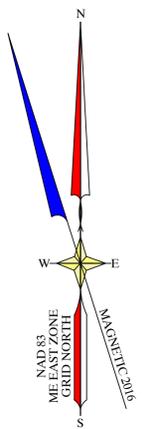
The Enterococci levels expected of the three Minor Drainage Areas were then treated as unknowns. Setting all three areas to the same concentration of Enterococci as one input closed the iteration within the mass balance to allow for a solution. The day to day change of Enterococci levels at Goodies Beach was iterated to 30%, which resulted in the remaining three drainage areas mimicking that of other sample locations (See Figure A1). Within the closed mass balance, Goodies Beach Enterococci levels were then scaled above 104 MPN/100mL standard, by applying a multiplier of 10 to the concentration of all sources, this factor is denoted as ‘coefficient’ in Figure A1. At these uniformly elevated levels of Enterococci, the raw concentration of the Goodies Beach outfall was assessed for significance as a factor in the beach water quality.

Treatment of the Goodies Beach outfall was simulated at two (99%) and four (99.99%) log removals. As depicted in Figure A1, the majority of surface water entering the inner harbor is from the Goose River, with Ells Brook a distant second. The outfall pipe adjacent to Goodies Beach contributes less than one percent (1%) of the surface water to the inner harbor of Rockport. The surface water mass balances indicate there may be no apparent difference in Enterococci levels at Goodies Beach with either two or four log removals obtained at the adjacent outfall location.



1. Tide Stage During Sampling Event was MF (assumed Mid-Falling)
2. Previous Precipitation event was 0.4-0.5 inches on 6/14/2012

Figure A1: Mass Balance Solution with 4-log Removal Applied to Adjacent Stormwater Outfall



PAUL & JILLIAN A. CHARBONNEAU
BK 595, PG 350
MAP 29, LOT 65

DAVID C. & SARAH L HARVEY
BK 4895, PG 224
MAP 29, LOT 87

TOWN OF ROCKPORT
BK 947, PG 345
MAP 29, P/O LOT 87

SANDRA E. & ELLIOTT B. MITCHELL
BK 3932, PG 209
MAP 29, LOT 69

DONNA PARRATT
BK 4218, PG 34
MAP 29, LOT 73

ELIZABETH A. McLELLAN
BK 3198, PG 211
MAP 29, LOT 79

RALPH & REENA WALKING
BK 4450, PG 279
MAP 29, LOT 81

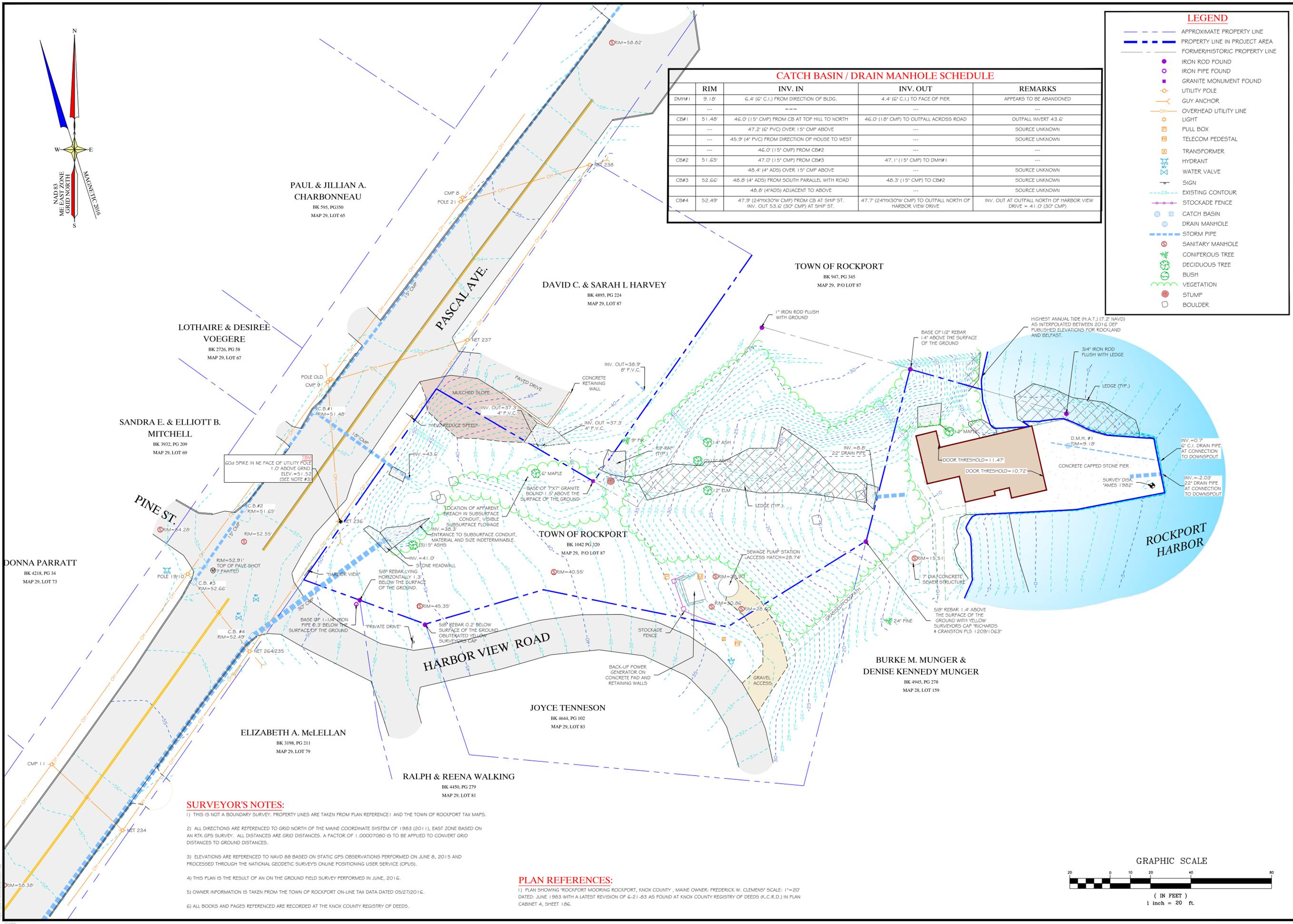
JOYCE TENNESON
BK 4644, PG 102
MAP 29, LOT 83

BURKE M. MUNGER & DENISE KENNEDY MUNGER
BK 4945, PG 278
MAP 28, LOT 159

DMH#1	RIM	INV. IN	INV. OUT	REMARKS
---	9.18'	6.4' (6" C.I.) FROM DIRECTION OF BLDG.	4.4' (6" C.I.) TO FACE OF PIER	APPEARS TO BE ABANDONED
CB#1	51.48'	46.0' (15' CMP) FROM CB AT TOP HILL TO NORTH	46.0' (15' CMP) TO OUTFALL ACROSS ROAD	OUTFALL INVERT 43.6'
---	---	47.2' (6" PVC) OVER 15' CMP ABOVE	---	SOURCE UNKNOWN
---	---	45.9' (4" PVC) FROM DIRECTION OF HOUSE TO WEST	---	SOURCE UNKNOWN
---	---	46.0' (15' CMP) FROM CB#2	---	---
CB#2	51.65'	47.0' (15' CMP) FROM CB#3	47.1' (15' CMP) TO DMH#1	---
---	---	48.4' (4" ADS) OVER 15' CMP ABOVE	---	SOURCE UNKNOWN
CB#3	52.66'	48.8' (4" ADS) FROM SOUTH PARALLEL WITH ROAD	48.3' (15' CMP) TO CB#2	SOURCE UNKNOWN
---	---	48.8' (4" ADS) ADJACENT TO ABOVE	---	SOURCE UNKNOWN
CB#4	52.49'	47.9' (24"X30" CMP) FROM CB AT SHIP ST.	47.7' (24"X30" CMP) TO OUTFALL NORTH OF HARBOR VIEW DRIVE	INV. OUT AT OUTFALL NORTH OF HARBOR VIEW DRIVE = 41.0' (30' CMP)

LEGEND

- APPROXIMATE PROPERTY LINE
- PROPERTY LINE IN PROJECT AREA
- FORMER/HISTORIC PROPERTY LINE
- IRON ROD FOUND
- IRON PIPE FOUND
- GRANITE MONUMENT FOUND
- UTILITY POLE
- GUY ANCHOR
- OVERHEAD UTILITY LINE
- LIGHT
- PULL BOX
- TELECOM PEDESTAL
- TRANSFORMER
- HYDRANT
- WATER VALVE
- SIGN
- EXISTING CONTOUR
- STOCKADE FENCE
- CATCH BASIN
- DRAIN MANHOLE
- STORM PIPE
- SANITARY MANHOLE
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH
- VEGETATION
- STUMP
- BOULDER

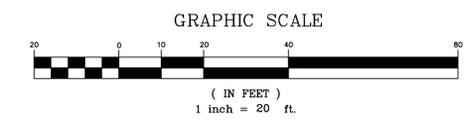


SURVEYOR'S NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES ARE TAKEN FROM PLAN REFERENCE 1 AND THE TOWN OF ROCKPORT TAX MAPS.
- 2) ALL DIRECTIONS ARE REFERENCED TO GRID NORTH OF THE MAINE COORDINATE SYSTEM OF 1983 (2011), EAST ZONE BASED ON AN RTK GPS SURVEY. ALL DISTANCES ARE GRID DISTANCES. A FACTOR OF 1.00007080 IS TO BE APPLIED TO CONVERT GRID DISTANCES TO GROUND DISTANCES.
- 3) ELEVATIONS ARE REFERENCED TO NAVD 88 BASED ON STATIC GPS OBSERVATIONS PERFORMED ON JUNE 8, 2015 AND PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS).
- 4) THIS PLAN IS THE RESULT OF AN ON THE GROUND FIELD SURVEY PERFORMED IN JUNE, 2016.
- 5) OWNER INFORMATION IS TAKEN FROM THE TOWN OF ROCKPORT ON-LINE TAX DATA DATED 05/27/2016.
- 6) ALL BOOKS AND PAGES REFERENCED ARE RECORDED AT THE KNOX COUNTY REGISTRY OF DEEDS.

PLAN REFERENCES:

- 1) PLAN SHOWING "ROCKPORT MOORING ROCKPORT, KNOX COUNTY, MAINE OWNER: FREDERICK W. CLEMENS" SCALE: 1"=20' DATED: JUNE 1983 WITH A LATEST REVISION OF 6-21-83 AS FOUND AT KNOX COUNTY REGISTRY OF DEEDS (K.C.R.D.) IN PLAN CABINET 4, SHEET 186.



Gartley & Dorsky ENGINEERING SURVEYING
59B Union Street P.O. Box 1031 Camden, ME 04843-1031
Ph (207) 236-4365 Fax (207) 236-3065 Toll Free 1-888-282-4365
165 Main Street Suite 207 P.O. Box 1072 Dunsmuir, Maine 04543
Ph (207) 790-5005

THIS PLAN PRELIMINARY

STATE OF MAINE
STEVEN A. PREMELAY
REGISTERED PROFESSIONAL SURVEYOR

WITHOUT SIGNATURE

PROJ. NO. 2016-083

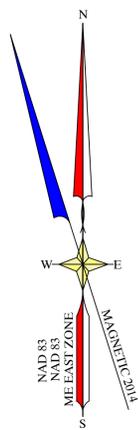
V1

CLIENT/PROJECT: TOWN OF ROCKPORT GOODIE BEACH DRAINAGE IMPROVEMENTS
LOCATION: PASCAL AVENUE
TOWN: ROCKPORT **COUNTY:** KNOX **STATE:** MAINE
SCALE: 1" = 20'
DATE: AUGUST 2, 2016
DRAWN BY: SAT **CHECKED BY:** JAD

TOPOGRAPHIC SURVEY & EXISTING CONDITIONS

DRAINAGE IMPROVEMENTS

NO. **REVISIONS** **DATE**

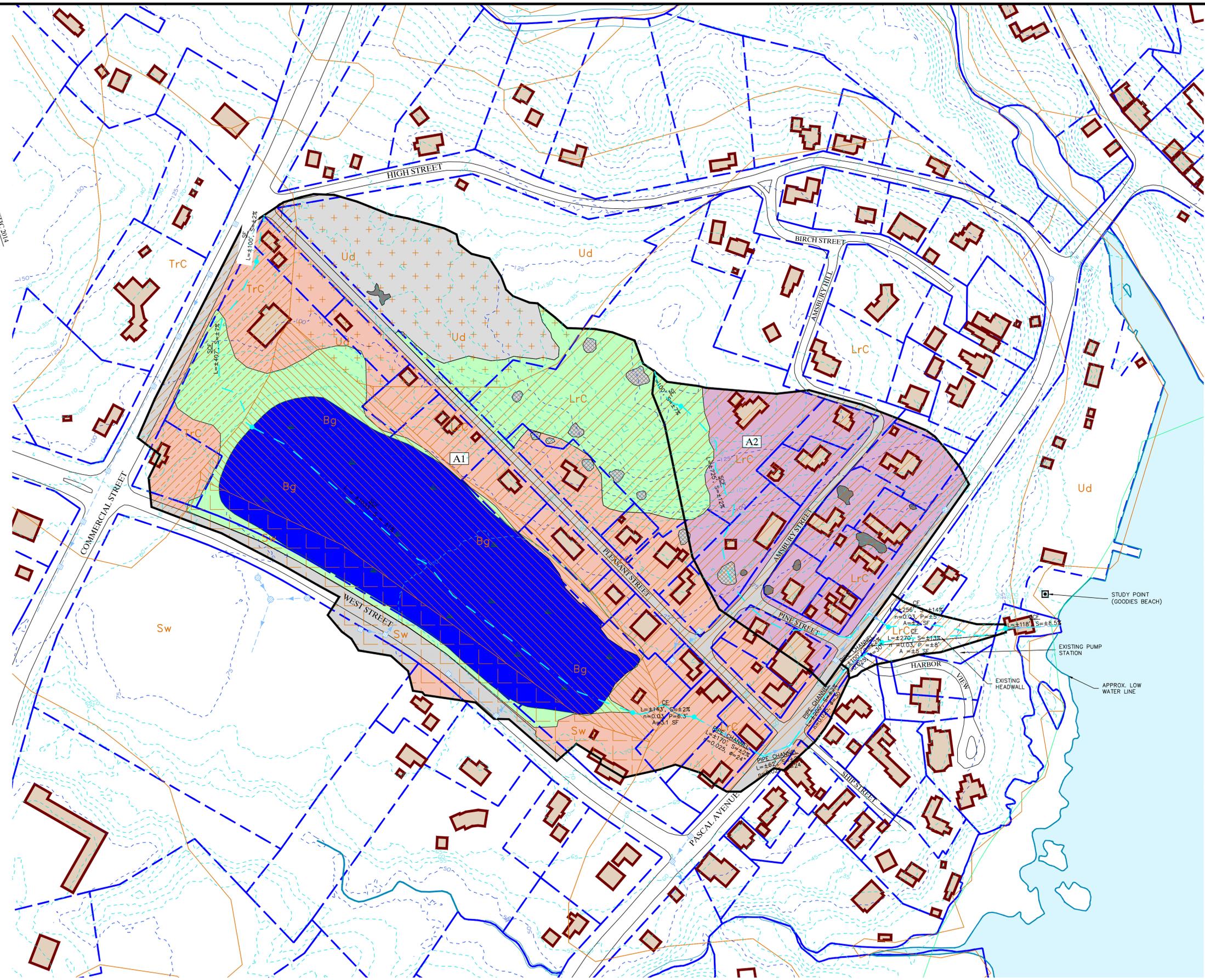


LEGEND

- APPARENT PROPERTY LINE (BASED ON ROCKPORT TAX MAPS)
- EXISTING CATCH BASIN
- EXISTING STORM PIPE
- WETLANDS (BASED ON ROCKPORT TAX MAPS)

DRAINAGE LEGEND:

- TC TIME OF CONCENTRATION PATH (WITH FLOW DIRECTION INDICATOR)
- TT TIME OF TRAVEL
- SF SHEET FLOW
- SCF SHALLOW CONCENTRATED FLOW
- CF CHANNEL FLOW
- CCF CHANNEL CHANNEL FLOW
- L LENGTH OF FLOW PATH
- S SLOPE
- TRANSITION BETWEEN FLOW TYPES
- STUDY POINT
- A4 DRAINAGE AREA
- EXISTING DRAINAGE FLOW
- PROPOSED DRAINAGE FLOW



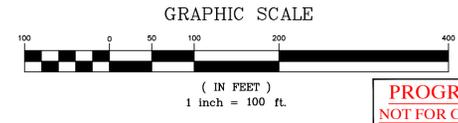
SOILS FOUND ON/NEAR SITE

CLASSIFICATION	NAME / DESCRIPTION
Bg	BIDDEFORD MUCKY PEAT
LrC	LYMAN-ROCK OUTCROP-TUNBRIDGE COMPLEX, 8 TO 15 PERCENT SLOPE
Sw	SWANVILLE SILT LOAM
TrC	TUNBRIDGE-LYMAN FINE SANDY LOAMS, 8 TO 15 PERCENT SLOPE
Ud	UDORTHTENS-URBAN LAND COMPLEX

INFORMATION REFERENCED FROM U.S. DEPT. OF AGRICULTURE S.C.S.
"SOIL SURVEY OF KNOX & LINCOLN COUNTIES, MAINE"

PLAN NOTES:

- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES, ROADS, BUILDING AND WETLAND AREAS ARE TAKEN FROM ROCKPORT TAX MAPS.
- PLAN ORIENTATION IS REFERENCED THE MAINE COORDINATE SYSTEM OF 1983 (2011), EAST ZONE.
- CONTOUR DATA IS REFERENCED TO NAVD 1988 AND BASED ON AERIAL LIDAR DATA PROVIDED BY THE MAINE OFFICE OF GIS. CONTOURS ARE FOR GENERAL PLANNING PURPOSES ONLY AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.



CLIENT/PROJECT: TOWN OF ROCKPORT
TOWN OF ROCKPORT
GOODIES BEACH

SHEET TITLE: HYDROLOGIC BASE MAP

LOCATION: PASCAL AVENUE

TOWN: ROCKPORT **COUNTY:** KNOX **STATE:** MAINE

SCALE: 1" = 100'

DATE: OCTOBER 14, 2016

NO.: [] **REV.:** [] **DATE:** []

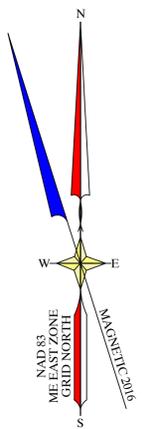
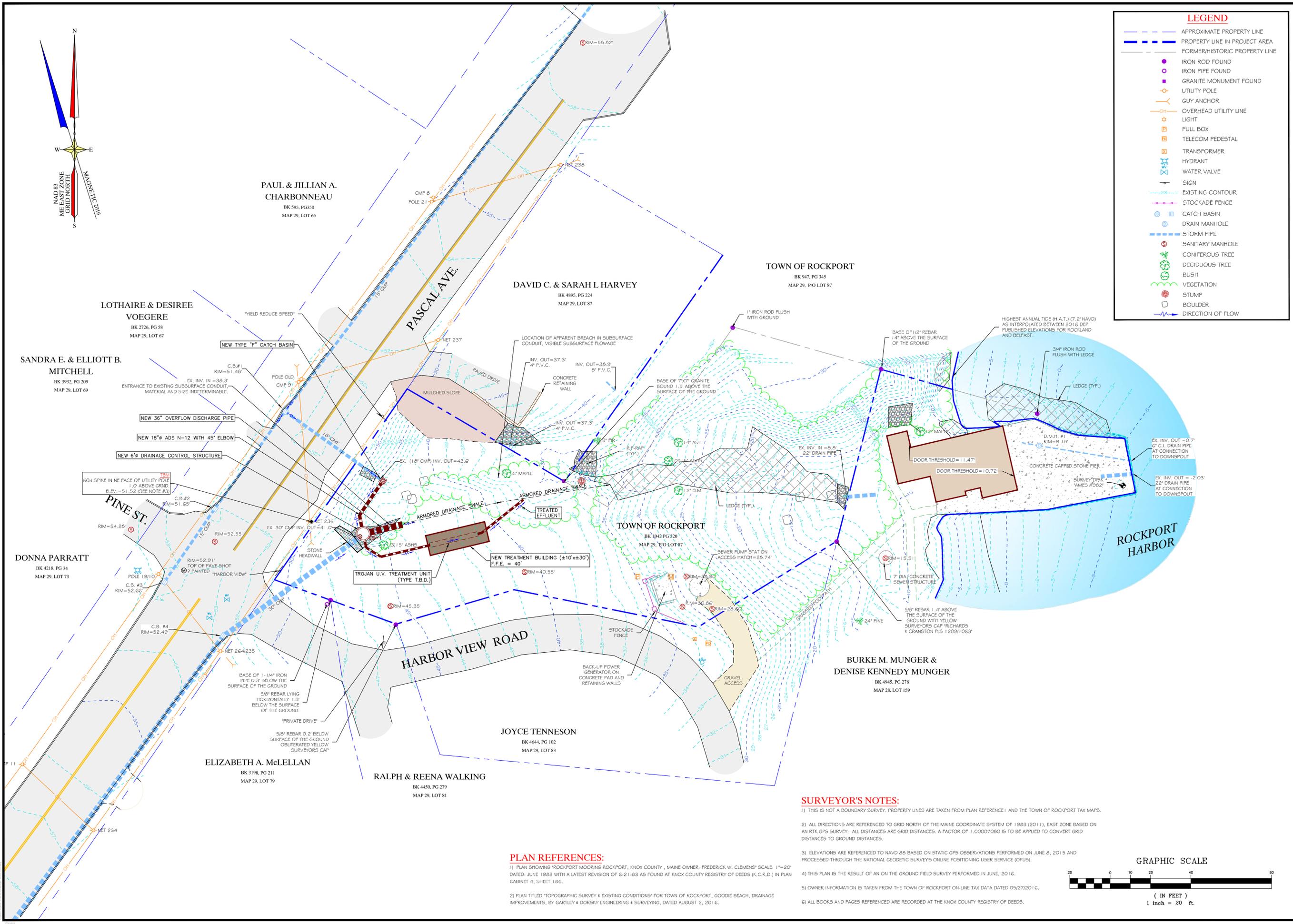
DRAWN BY: LP **CHECKED BY:** JDS/MTL

Gartley & Dorsky
ENGINEERING SURVEYING
598 Union Street P.O. Box 1031 Camden, ME 04843-1031
Ph: (207) 236-4365 Fax: (207) 236-3055 Toll Free: 1-888-282-4365
105 Main Street Suite 217 P.O. Box 1073 Damariscotta, Maine 04543
Ph: (207) 790-5005

PROF. NO. 2016-083

DR1

PROGRESS PRINT
NOT FOR CONSTRUCTION



LEGEND	
	APPROXIMATE PROPERTY LINE
	PROPERTY LINE IN PROJECT AREA
	FORMER/HISTORIC PROPERTY LINE
	IRON ROD FOUND
	IRON PIPE FOUND
	GRANITE MONUMENT FOUND
	UTILITY POLE
	GUY ANCHOR
	OVERHEAD UTILITY LINE
	LIGHT
	PULL BOX
	TELECOM PEDESTAL
	TRANSFORMER
	HYDRANT
	WATER VALVE
	SIGN
	EXISTING CONTOUR
	STOCKADE FENCE
	CATCH BASIN
	DRAIN MANHOLE
	STORM PIPE
	SANITARY MANHOLE
	CONIFEROUS TREE
	DECIDUOUS TREE
	BUSH
	VEGETATION
	STUMP
	BOULDER
	DIRECTION OF FLOW

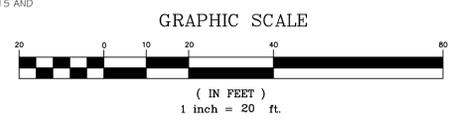
DATE: OCTOBER 14, 2016		NO.	
DRAWN BY: JS/LP		REVISIONS	
CHECKED BY: WTL			
SCALE: 1" = 20'			
STATE: MAINE			
COUNTY: KNOX			
LOCATION: PASCAL AVENUE			
TOWN: ROCKPORT			
CLIENT/PROJECT: TOWN OF ROCKPORT GOODIES BEACH DRAINAGE IMPROVEMENTS			
SHEET TITLE: UV TREATMENT OPTION SCHEMATIC SKETCH PLAN			

SURVEYOR'S NOTES:

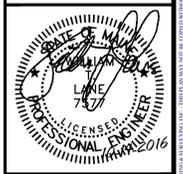
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- PLAN TITLED "TOPOGRAPHIC SURVEY & EXISTING CONDITIONS" FOR TOWN OF ROCKPORT, GOODIE BEACH, DRAINAGE IMPROVEMENTS, BY GARTLEY & DORSKY ENGINEERING & SURVEYING, DATED AUGUST 2, 2016.



Gartley & Dorsky
ENGINEERING & SURVEYING
59B Union Street P.O. Box 1031 Camden, ME 04843-1031
Ph (207) 236-4365 Fax (207) 236-3065 Toll Free 1-888-282-4365
165 Main Street Suite 20 P.O. Box 1073 Damariscotta, Maine 04543
Ph (207) 790-5005



PROJ. NO. 2016-083
SK1

Memo

To: Richard C. Bates, Town Manager

Cc: Megan A. Brackett, Finance Director
William Chapman, Chair of the Rockport Select Board
Mike Young, Public Works Director

From: James P. Francomano, Planning and Development Director

Date: November 9, 2016

Re: Proposed Solar Array on Town Office Roof / Power Purchase Agreement

In this Memo I recommend scheduling a Special Town Meeting to ensure proper authorization to enter into the attached Power Purchase Agreement (PPA), which we have negotiated with ReVision Energy (Revision) at the Select Board's instruction.

BACKGROUND

PPA's allow municipalities and other non-profit organizations to participate in important financial advantages of transitioning to solar, beyond simply offsetting a portion of Central Maine Power (CMP) billing. These benefits include federal tax credits and deductions for depreciation that the Town would not be eligible for on its own. As a reminder, we propose to enter into this agreement without a competitive bidding process. We established to the Select Board's satisfaction at their October meeting that Revision is effectively a sole-source provider of this type of financing besides being an excellent designer and installer of solar panel arrays.

WHY TOWN MEETING

We examined two issues with the Town Attorney: first there are real property rights involved, however minor they may be; and second, the contract for services itself.

REAL PROPERTY INTEREST

Revision proposes to install solar panels on the roof of the Town Office. A requirement of the PPA is to authorize Revision to access the roof for installation, maintenance and repair, as they will technically be the owner of the energy system. This is a real property interest that is very marginal or "ephemeral" in nature. It is unreasonable to anticipate that access to the roof could be in any way contested. This distinguishes our project from another PPA underway in Lincolnville, where the array is planned for construction on the ground, in an area on the Lincolnville Fire Department lot that some residents argue has been set aside for a different purpose.

As such, a Town Meeting vote is not necessary to address the very minor property interests at stake here in Rockport. However it is the advice of the Town Attorney that the Select Board schedule a Special Town Meeting due to the second issue.

NEW CONTRACT FOR SERVICES

The contract for services in this case is an agreement to purchase the power produced from the solar array, which Revision has estimated will top out at 70-plus % of the electric power demand of the Town Office. A more casual approach would be to enter into this new relationship with Revision under the same authority that allows the Select Board to purchase power from CMP in every budget cycle.

The recommendation to proceed by vote at a Special Town Meeting has been made out of an abundance of caution. An analogy could be drawn to the recent efforts to secure a contract for services related to disposal of solid waste. While it is true that the Town is already engaged in that activity, a change in the players involved and a possible change in technology at the heart of the process has inspired extensive public participation. We hope and expect that the addition of solar energy to the Town's portfolio of power procurement will be much less controversial – but the analogy holds true.

CONCLUSION

We therefore recommend scheduling and advertising a Special Town Meeting in conjunction with your December 5 regular meeting date, if not sooner.

I note that additional, future Annual Town Meeting action *would* definitely be required if the Town later pursues the pre-established buy-out procedure to acquire the energy system from Revision, as that would be a capital expenditure and voted on as part of the budget process. Unless and until that happens, the Town is only agreeing to purchase the energy produced by the system, which will be owned by Revision – and to do so at a lower cost than we currently pay CMP.

I will be available for discussion at the Board's November 14 meeting.

RECOMMENDED MOTIONS / WARRANT QUESTION

1. To post a Warrant for a Special Town Meeting;
2. Shall the Town authorize the Select Board to negotiate and execute any and all agreements, and to take actions and execute leases and documents reasonably related thereto, necessary to facilitate solar energy installations that will serve the Town of Rockport municipal facilities?

Select Board Votes: ____ For, ____ Against, ____ Abstain

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	Town of Rockport, Maine	Seller:	ReVision Investments, LLC
Name and Address	Town of Rockport, Maine 101 Main St. Rockport, ME 04856 Attention: Richard C. Bates, Town Manager	Name and Address	ReVision Investments, LLC c/o ReVision Energy, LLC 142 Presumpscot St. Portland, ME 04103 Attention: Sam Lavallee, PPA Program Manager
Phone	(207) 236-0806 x3	Phone	(207) 221-6342
Fax	(207) 230-0112	Fax	(207) 221-1535
E-mail	townmanager@town.rockport.me.us	E-mail	sam@revisionenergy.com
Premises Ownership	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	ReVision Investments, LLC is a wholly owned subsidiary of ReVision Energy, LLC

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Exhibit 2** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** Credit Information
- Exhibit 4** General Terms and Conditions
- Exhibit 5** Form of Memorandum of License
- Exhibit 6** Easement Agreement
- Exhibit 7** Net Energy Billing Warranty

Purchaser: Town of Rockport

Seller: ReVision Investments, LLC

By (signature): _____

By (signature): _____

Printed Name: Richard C. Bates _____

Printed Name: Fortunat Mueller _____

Title: Town Manager _____

Title: Managing Member, ReVision Investments, LLC _____

Date: _____

Date: _____

Guaranty: As the sole owner of ReVision Investments, LLC ReVision Energy, LLC, unconditionally guarantees performance of Seller’s obligations under this Power Purchase Agreement and any addendum thereto, and waives recourse to any guarantorship or suretyship defenses with respect to the same.

ReVision Energy, LLC

By: _____
Fortunat Mueller, Managing Member

Exhibit 1
Basic Terms and Conditions

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller, however Purchaser has the option to purchase Renewable Energy Credits (RECs) at the price (\$/MWH) and for the years specified below. RECs for any Contract Year not bought by Purchaser under this option will be sold to third parties.
 Purchaser [] WILL purchase [x] WILL NOT purchase RECS as specified in this Exhibit 1, Section 4.
4. **Contract Energy Price per Kilowatt Hour (\$/kWh) and Optional REC Price per Megawatt Hour (\$/MWH):**

Contract Year	Estimated Energy Production (kWh)	Energy \$/kWh	REC \$/MWH
1	28,894	\$0.1550	N/A
2	28,749	\$0.1550	N/A
3	28,606	\$0.1581	N/A
4	28,463	\$0.1613	N/A
5	28,320	\$0.1645	N/A
6	28,179	\$0.1678	N/A
7	28,038	\$0.1711	N/A
8	27,898	\$0.1746	N/A
9	27,758	\$0.1780	N/A
10	27,619	\$0.1816	N/A
11	27,481	\$0.1852	N/A
12	27,344	\$0.1889	N/A
13	27,207	\$0.1927	N/A
14	27,071	\$0.1966	N/A
15	26,936	\$0.2005	N/A
16	26,801	\$0.2045	N/A
17	26,667	\$0.2086	N/A
18	26,534	\$0.2128	N/A
19	26,401	\$0.2170	N/A
20	26,269	\$0.2214	N/A

5. **Condition Satisfaction Date:** Mar. 31, 2017
6. **Anticipated Commercial Operation Date:** Jun. 30, 2017
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
8. **Purchaser Options to Purchase System.** [] None, or [x] As set forth in Section 17.b.
9. **Outside Commercial Operation Date:** Dec. 31, 2017.
10. **System Installation:**

Includes:	<input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System. <input checked="" type="checkbox"/> Limited Warranty. <input type="checkbox"/> List of Approved Subcontractors <input checked="" type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller. <input type="checkbox"/> State or Utility Rebate, if any. Describe: _____
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, utility impact study if applicable, payment bonds, performance bond(s), prevailing wage construction, tree removal, tree trimming, professional engineer's stamp review if required by local or state permitting, or energy audit, if required.

Exhibit 2
System Description

1. **System Location:** 101 Main St., Rockport, ME 04856
2. **System Size:** 24.75 DC kW (panel nameplate capacity), 20.0 AC kW (inverter rating).
3. **Expected First Year Energy Production (kWh):** 28,894. Expected energy production shall be de-rated by one half of one percent (0.5%) annually. Annual energy production is based on maintenance of Insolation levels provided for in the Irradiance Zone and Shade Map and the Helioscope projections provided in Attachment A, below.
4. **Expected Structure:** Ground Mount Roof Mount Parking Structure Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Q.CELL 275W, or equivalent	90

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge 10kW, or equivalent	2

7. **Facility and System Layout:** See **Exhibit 2, Attachment A**
8. **Utility:** Central Maine Power
9. **Participating Meters:**
 - i. L108115796

Exhibit 2
Attachment A:
 Facility and System Layout

Aerial Image of Facility	See Site Map, below.
Conceptual Drawing of the System	See One Line Drawing, below.
Location of System Components	Solar array to be located on roof of Rockport Town Office Building as portrayed in site map. Inverters to be located in utility room of building or other location as agreed upon by the Parties.
Delivery Point	On utility side of private meter/data logger as shown in One Line Drawing, below.
Access Points	Access shall be by existing drives and ways and as mutually agreed by the Parties. Access shall be adequate to allow full and timely access to the facility for installation and maintenance. See also Site Map, below.
Irradiance Zone	Removal of vegetation and prevention of shading to protect the irradiance zone for the system shall conform to the specifications set forth in the Irradiance Zone and Shade Map, below.

Site Map:



24.75 kW_{DC} Photovoltaic System
 Annual Production Estimate: 28,894 kWh



91 West Main St
 Liberty, ME 04949

<p>Project Design Notes –</p> <p>DC System: 24.75 kW_{DC} Photovoltaic Array (90) 275-watt, 60-cell Modules Module Type: Q.CELL Q.PLUS BFR-G4 275 Module Dimensions: 65.75" x 39.37" x 1.26"</p> <p>AC System: 20.0 kW_{AC} (2) 10kW Grid-tied Inverters (90) SE P300 Module-level DC Optimizers Inverter Type: SE 10000A-US 240V, 1φ</p> <p>Racking System: Roof Mount, Flush Roof Type: Standing Seam Array Tilt: 34° Array Azimuth: 137°</p>	
---	--

Customer Name:	Town of Rockport 101 Main St Rockport, ME 04856
System Type:	Photovoltaic Array
<p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">PRELIMINARY NOT FOR CONSTRUCTION</p>	
Designed by:	HOA
Date:	October 14, 2016
DETAILED SITE PLAN	
SHEET A02	
© Copyright ReVision Energy	
This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.	

One Line Drawing:



24.75 kW_{DC} Photovoltaic System
Annual Production Estimate: 28,894 kWh



91 West Main St
Liberty, ME 04949

Customer Name:

Town of Rockport
101 Main St
Rockport, ME 04856

System Type:

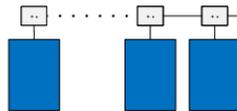
Photovoltaic Array

PRELIMINARY
NOT FOR CONSTRUCTION

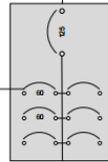
Electrical Design Notes

- All conductors shall be copper unless specified otherwise.
- System-wide voltage drop shall not exceed 5%.
- Lowest expected ambient temperature is based on ASHRAE Extreme Min for the specified location.
- Average high temperature is based on ASHRAE 2% Avg. for the specified location.
- Inverter direct monitoring via Ethernet to building LAN.
- RGM via Solar-Log 370, LAN or cell connected
- Point of Interconnection: Supply Side Connection at MDP

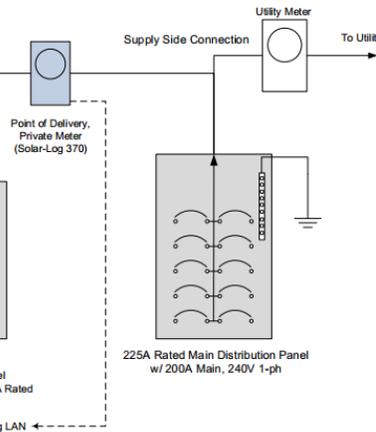
Subarray, typ for 2:
(45) Q-CELL 275W PV Modules
With (45) SE P300 DC Optimizers
3 Strings of 15



Inverter, typ for 2:
SolarEdge 10000A-US
with Integrated Safety Switch
42A @ 240V/120V AC 1-ph



Dedicated Solar
AC Disconnect Panel
(2) 60A 2p Breakers, 125A Rated



Designed by: HOA
Date: October 14, 2016
ONE LINE DIAGRAM
SHEET A02
© Copyright ReVision Energy

This diagram is provided as a service and is based on the understanding of the information supplied. It is subject to change based on actual conditions, applicable edition of the National Electric Code, and local governmental authorities.

Exhibit 3
Credit Information

Omitted by agreement of the Parties.

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “**Term**”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “**Delivery Point**”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Purchase and Sale of Renewable Energy Credits.** If Purchaser elects the Renewable Energy Credit (REC) purchase option provided in **Exhibit 1**, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the RECs generated by the System for the Contract Year and at the price per megawatt-hour specified for that year shown in **Exhibit 1**.
4. **Term and Termination.**
 - a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “**Utility**”), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.
 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “**Additional Term**”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a **rejection** of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
5. **Billing and Payment.**
 - a. **Monthly Energy Charges.** Purchaser shall pay Seller monthly (or quarterly, if Seller elects quarterly invoicing under subsection (d) of this **Section 5**) for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “**Contract Price**”). The periodic payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during each month of the applicable billing period, as measured by the System meter.

- b. **Monthly REC Charges.** If Purchaser elects the Renewable Energy Credit (REC) purchase option in Exhibit 1, for each year it exercises the option, Purchaser shall pay Seller monthly for all RECs generated by the System at the \$/MWh rate shown in Exhibit 1 (the “REC Price”). The monthly payment for such RECs will be equal to the applicable \$/MWh rate multiplied by the number of MWh of energy generated during the applicable month, as measured by the System meter.
- c. **Monthly Invoices.** Seller shall invoice Purchaser monthly in arrears, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the energy and REC rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
- d. **Seller’s Option for Quarterly Invoicing.** Seller, at Seller’s sole option, may elect to invoice Purchaser on a quarterly basis. If Seller exercises the option to invoice quarterly for one or more billing periods, it shall not prohibit Seller from invoicing Monthly thereafter. Seller shall provide Purchaser with at least 30 days prior notice before changing the frequency of invoicing.
- e. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility’s electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser’s acts or omissions. For purposes of this Section 5.e, “Taxes” means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility.
- f. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

6. Environmental Attributes and Environmental Incentives.

Unless otherwise specified in Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.

Press Releases and RECs. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller’s review and approval shall be made in a timely manner to permit Purchaser’s timely publication. Except for Contract Years in which Purchaser purchases RECs, Seller has the exclusive right to (i) claim that electric energy provided to Purchaser was generated by the Project, (ii) Seller is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Seller is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state

law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

“**Environmental Incentives**” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, a state Public Utilities Commission or Independent System Operator), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

7. Conditions to Obligations.

a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install all or part of the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.

c. **Commencement of Construction.** Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 6** (the “**Easement Agreement**”).

d. **Conditions to Purchaser’s Obligations.** Purchaser’s obligations under Section 5.a are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

8. Seller’s Rights and Obligations.

a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use and building permits required to construct, install and operate the System;
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system; and
- iii. any agreements and approvals from the Utility or Public Utilities Commission necessary in order to net meter energy produced by the System among Purchaser's Utility meters and/or accounts.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals. Where required, Purchaser shall obtain all such agreements, permits and approvals in Purchaser's name to enable and benefit operation of the System, however, Seller shall pay or reimburse Purchaser for all fees required.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive

remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

9. **Purchaser's Rights and Obligations.**

- a. **License to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance set forth **Exhibit 5**, or other form agreed to by the Parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Both Parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in **Section 11.b**. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; **provided, however,** that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages,

in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 11.b.

- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 20.a, Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 9.h against Purchaser. If Purchaser allows or causes any activity or condition that diminishes Insolation levels specified in Exhibit 2 Attachment A so as to cause energy generation of the System to fall more than 15 % below projections in Exhibit 1, Purchaser and Seller agree that until the activity ceases or conditions are returned to Insolation levels specified in Exhibit 2 Attachment A, Seller may bill for energy based on the projections in Exhibit 1.
- i. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

10. **Change in Law.**

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty

(30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

If Maine's Net Energy Billing ("NEB") law is changed as a result of the pending review by the Maine Public Utilities Commission of its NEB rules, 65-407 C.M.R. ch. 313, and the change in law directly causes a reduction in net energy billing payments or credits issued to the Purchaser by the Utility for solar-generated electricity that the Purchaser exports to the utility electric grid, Seller shall implement and comply with the Net Energy Billing Warranty attached to this agreement as Exhibit 7.

11. Relocation of System.

- a. System Relocation. If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System is relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. Costs of Relocation. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "**Contract Year**" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. Adjustment for Insolation; Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

12. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one-hundred and twenty (120) days after the expiration of the Term. Excluding ordinary wear and

tear, the Facility shall be returned to its original condition, except for the removal of System mounting pads or other support structures permanently affixed to Purchaser's buildings where such removal would compromise the building's water proofing. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall not be obligated to remove any below grade structures, including foundations and conduits, or any roads. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

13. **Measurement.** Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards. Seller may provide a remote accessible data logging and reporting system during the Term to enable Seller to remotely record the amount of electric energy generated by the System. During such time the monitoring and/or reporting system ceases to function, but not longer than 180 days, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 5. Within 180 days of invoicing estimated charges, the estimated production shall be compared to actual production based on a physical reading of the on-site meter and Seller shall issue an invoice or credit, as the case may be, to correct overages or underages that occurred during the period invoices were based on estimated production.

14. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time

during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation a five thousand dollar (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty-five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of three and thirty-four hundredths percent (3.34%)) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 14.b.iii.C and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (2) any removal costs incurred by Purchaser, and (3) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
 - C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 14.b, then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

15. Representations, Warranties and Covenants.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
 - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Purchaser's Representations, Warranties and Covenants. Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

i. License. Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 9.a. Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.

ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.

iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.

iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

16. System and Facility Damage and Insurance.

a. System and Facility Damage.

i. Seller's Obligations. If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) the sum of the amounts described in Section 14.b.iii.A(1) and Section 14.b.iii.A(3).

ii. Purchaser's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

i. Seller's Insurance. Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.

- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least the amount of Four Hundred Thousand Dollars (\$400,000) per occurrence for causes of action pursuant to the Maine Tort Claims Act, and will be increased from time to time, if required to meet the maximum coverage provisions of the Maine Tort Claims Act, as it may be amended, and in at least the amount of 1 million dollars (\$1,000,000) for each occurrence and 2 million dollars (\$2,000,000) in the aggregate for causes of action pursuant to federal law or State law for which immunity is not provided under the Maine Tort Claims Act. By obtaining such insurance, Purchase does not waive any immunity or defenses available to it.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

17. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 20), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 20) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** Beginning on the sixth (6th) anniversary of the Commercial Operation Date (i.e., beginning in the seventh Contract Year), provided Purchaser is not in default under this Agreement, Purchaser shall annually have the option to purchase the Project from Seller at a price equal to the Fair Market Value of the Project at such anniversary date, plus, if applicable, a sum equal to the repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking

into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

18. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 15 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 18.a however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 18.c. Purchaser does not waive any immunity or defense available to it, including without limitation that provided to the Purchaser pursuant to the Maine Tort Claims Act.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 18.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 18.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 18.c.i) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.
- i. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic

pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. Limitations on Liability.

- i. No Consequential Damages. Except with respect to indemnification for third party claims pursuant to this Section 18 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.
- ii. Actual Damages. Except with respect to indemnification for third party claims pursuant to Section 18 and damages that result from the willful misconduct of Seller, Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 18.d.ii shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within two (2) years after the cause of action accrues.

19. Force Majeure.

- a. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser’s ability to make payment.
- d. If a Force Majeure event continues for a period of one-hundred and twenty (120) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

20. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 20.a(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

21. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 21.a, except as set forth in Section 21.b. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 21.a by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific

performance, in the event of a breach of the provision of this Section 21.a. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 21.a, but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

22. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

23. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party. If, after such negotiation, the Dispute remains unresolved, and if the Parties mutually agree, Disputes arising in connection with or under this Agreement, may be finally resolved by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules/Fast Track Procedures. Unless otherwise agreed in writing by the Parties, the proceedings shall be held in Cumberland County, Maine. If binding arbitration is approved by both Parties in writing, any such decision rendered by the arbitrator shall be final, binding, and non-appealable. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 15 (Representations and Warranties), Section 8.h (No Warranty), Section 16.b (Insurance Coverage), Section 18 (Indemnification and Limits of Liability), Section 21 (Confidentiality and Publicity), Section 23.a (Choice of Law), Section 23.b (Arbitration and Attorneys' Fees), Section 23.c (Notices), Section 23.g (Comparative Negligence), Section 23.h (Non-Dedication of Facilities), Section 23.m (Service Contract), Section 23.n (No Partnership) Section 23.o (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 23.q (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other

Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Capacity & Ancillary Services.** Seller shall be entitled to receive any payments for electric capacity (including savings in the form of reduced demand charges) or ancillary services that may become available as a result of the construction or operation of the System. Purchaser shall provide reasonable assistance to Seller in order for Seller to receive such payments, and if Purchaser is deemed to be the owner or provider of such capacity or services, Purchaser shall assign the same to Seller, provided that Seller shall be responsible for the preparation and submission of any necessary applications or other documents. If Purchaser receives any payments in respect of capacity or such services it shall promptly pay them over to Seller.
- k. **No Resale of Electricity.** Except as contemplated by the provisions of this Agreement, the electricity purchased by Purchaser from Seller under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Seller, which approval shall not be unreasonably withheld, and Purchaser shall not take any action which would cause Purchaser or Seller to become a utility or public service company.
- l. **Seller Is Not A Utility.** Neither Party shall assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Seller's obligations or performance under this Agreement.

- m. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- n. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- o. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- p. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- q. **No Third Party Beneficiaries.** Except for assignees, and Financing Parties permitted under Section 20, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- r. **Bonding.**
- i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

Exhibit 4
Attachment A
Termination Payment

Contract Year	Termination Payment Amount	Fair Market Value
1	Section 14.b.iii.A	
2	Section 14.b.iii.A	
3	Section 14.b.iii.A	
4	Section 14.b.iii.A	
5	Section 14.b.iii.A	
6	Section 14.b.iii.A	
7	Section 14.b.iii.A	\$33,564
8	Section 14.b.iii.A	\$31,430
9	Section 14.b.iii.A	\$29,651
10	Section 14.b.iii.A	\$27,762
11	Section 14.b.iii.A	\$25,757
12	Section 14.b.iii.A	\$23,633
13	Section 14.b.iii.A	\$21,386
14	Section 14.b.iii.A	\$19,010
15	Section 14.b.iii.A	\$16,501
16	Section 14.b.iii.A	\$13,854
17	Section 14.b.iii.A	\$11,063
18	Section 14.b.iii.A	\$8,124
19	Section 14.b.iii.A	\$5,031
20	Section 14.b.iii.A	\$1,778
After Year 20	Fair Market Value	Fair Market Value

End of Exhibit 4

Exhibit 5
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

Notice is hereby given that pursuant to a Solar Power Purchase Agreement between the parties listed below, dated as of [_____] (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller: ReVision Investments, LLC
 c/o ReVision Energy, LLC
 142 Presumpscot St.
 Portland, ME 04103

Purchaser: Town of Rockport
 101 Main St.
 Rockport, ME 04856

Date of Execution of Solar Agreement: [_____]

Description of Premises: See **Exhibit 5, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit 5
Attachment A
Description of the Premises

[See attached Deed recorded on August 16, 1989 in the Knox County Registry of Deeds, comprising of one parcel of land situated in the Town of Rockport, County of Knox, and State of Maine.]

IN WITNESS WHEREOF, this License Agreement has been executed and delivered under seal on this _____ day of _____, 20__ .

GRANTOR:

By: _____
Print Name: _____
Title: _____

STATE OF _____ :
ss.
COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

GRANTEE:

By: _____
Print Name: _____
Title: _____

STATE OF _____ :
ss.
COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 5

Exhibit 6
Easement Agreement

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 20____ (the “**Effective Date**”), by and between the Town of Rockport (“**Grantor**”), a municipality with a mailing address of 101 Main St., Rockport, Maine 04856 and ReVision Investments, LLC (“**Grantee**”), a Maine Limited Liability Company with a mailing address of 142 Presumpscot St., Portland, Maine 04103.

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in the Town of Rockport, County of Knox, and State of Maine, and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Premises**”).

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “**System**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facility**”) located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the Effective Date, and (b): one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:
 - a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however,

that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, , in any way without prior written approval of the Grantee.

5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Maine, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

Exhibit 6
Attachment A

Description of the Premises and Facility

[See attached Deed recorded on August 16, 1989 in the Knox County Registry of Deeds, comprising of one parcel of land situated in the Town of Rockport, County of Knox, and State of Maine.]

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

GRANTOR:

By: _____
Print Name: _____
Title: _____

STATE OF _____ :
ss.
COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

GRANTEE:

By: _____
Print Name: _____
Title: _____

STATE OF _____ :
ss.
COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

Exhibit 7

Net Energy Billing Warranty

Given the uncertainty created by the pending review of the net energy billing (“NEB”) rules, 65-407 C.M.R. ch. 313, before the Maine Public Utilities Commission (“Commission”), ReVision Energy (“Seller”) agrees to indemnify the Host (“Purchaser”) for the term of this Power Purchase Agreement if changes to the NEB rules are made as a result of the Commission’s 2016 Net Energy Billing rulemaking proceeding in Docket 2016-00220 directly causes a reduction in NEB payments made or the value of credits issued to the Purchaser for solar-generated electricity that the Purchaser exports to the electric grid.

This indemnification shall consist of an annual billing credit applied toward energy charges that the Purchaser owes the Seller for electricity produced by the solar facility. The credits shall be based on NEB data for the 12 months preceding the anniversary date of commercial operations and shall be applied to energy charges owed for the first billing period following that anniversary date.

How it Works:

Step 1: Determination of the NEB Credit per kilowatt hour (kWh):

Upon final adoption and final judicial review, if any, of new rules resulting from the Commission’s 2016 review of NEB, Seller shall determine if the new rules will reduce NEB payments to Purchaser for solar-generated electricity that the Purchaser exports to the electric grid, using the formula:

$$NEB\ Credit = Value_{2016-120} - Value_{PPA}$$

Where:

“*Value_{PPA}*” = The dollar value of each kilowatt hour of solar electricity exported to the electric grid based on the Maine PUC Chapter 313 NEB rules existing as of the effective date of this Power Purchase Agreement.

“*Value₂₀₁₆₋₁₂₀*” = The dollar value of each kilowatt hour of solar electricity exported to the electric grid based on the revised rules adopted by the Commission as a result of the rulemaking proceeding in Docket 2016-00220.

The NEB Credit per kWh shall be determined based on Purchaser’s average annual electric usage and the electric rate tariff applicable to Purchaser as of the effective date of the PPA. If Purchaser’s NEB Credit value per kWh is a negative number, then Purchaser shall be entitled to an annual credit as determined by Step 2.

Step 2: Determination of annual NEB Credits:

To claim an annual NEB Credit, within 60 days of the anniversary date of commercial operations, Purchaser must provide Seller with copies of the prior 12 months’ utility bills for all meters listed in this contract in Exhibit 2- System Description (9) Participating Meters.

The annual NEB Credit shall be equal to the NEB Credit (\$/kWh) as determined in Step 1 multiplied by the total number of kWh credited to Purchaser by its electric utility during the prior 12 months pursuant to the revised NEB rules.

Seller shall apply the annual NEB credit to reduce the energy charges Purchaser owes seller under this Power Purchase Agreement. The credit shall be applied to charges owed for the first billing period following that anniversary date.

If the Purchaser changes its electricity usage patterns such that the exported energy from the solar system increases by 20% or more annually, such a change is deemed to be the responsibility of the Purchaser and not of the Seller and shall not be covered by this warranty. If the Purchaser fails to comply with the Maine NEB rules, 65-407 C.M.R. ch. 313, existing as of the effective date of this PPA, this warranty is terminated.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, HAROLD A. HALL and LUCILLE D. HALL, both of Rockport, County of Knox, State of Maine, in consideration of One Dollar and Other Valuable Considerations paid by THE INHABITANTS OF THE TOWN OF ROCKPORT, a municipal body corporate located in Rockport, Knox County, Maine, whose mailing address is P.O. Box 10, Rockport, Maine 04856, the receipt whereof WE do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said INHABITANTS OF THE TOWN OF ROCKPORT, its successors and assigns forever,

a certain lot or parcel of land, together with the buildings thereon, situated in Rockport, County of Knox, State of Maine, bounded and described as follows, to wit:

BEGINNING at an iron bolt in the Easterly line of the new Highway from Rockport to Camden, at the Southwesterly corner of land of Allen Insurance Agency;

thence North 71° 20' East by land of Allen Insurance Agency, sixty-seven (67) feet to an iron bolt in line of land of Sterling Putnam;

thence South 31° East by lands of Putnam, Spear and Smith, five hundred fifty-seven (557) feet, to a granite monument at the intersection of Camden Road and the road to Simonton's Corner, at Hartford's Corner, so-called;

thence North 84° 30' West, or as the Simonton Corner road runs to the intersection of the aforesaid highway;

thence Northerly along the Easterly line of the new highway, four hundred twenty-five (425) feet to the place of beginning.

Meaning and intending hereby to convey the same premises as conveyed to Allen Insurance Agency by Eyrle Jellison by deed dated December 24, 1954, recorded Knox Registry of Deeds, Book 288, Page 240, with the exception of a small triangle at the Northwesterly corner of said lot which is retained by Allen Insurance Agency

Also being the same premises as conveyed to Ira G. Reed and Dorothy J. Reed by Allen Insurance Agency by Warranty Deed dated September 23, 1955, recorded Knox Registry of Deeds, Book 345, Page 537.

For further reference, see deed from Ira G. Reed and Dorothy J. Reed to Harold A. Hall and Lucille D. Hall dated May 22, 1956, and recorded at Book 349, Page 448, in the Knox County Registry of Deeds.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said INHABITANTS OF THE TOWN OF ROCKPORT, its successors and assigns, to their own use and behoof forever.

And WE do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, WE, the said HAROLD A. HALL, and LUCILLE D. HALL, wife of the said Harold A. Hall, joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set our hands and seals this 11th day of the month of August, 1989.

Signed, Sealed and Delivered
in presence of

[Signature]

Harold A. Hall
P. Lucille Hall

State of Maine, County of Knox

August 11, 1989

Then personally appeared the above-named Harold A. Hall and acknowledged the foregoing instrument to be his free act and deed.

[Notary Seal]

Before me,
[Signature]
Notary Public
Attorney at Law

My Commission Expires:

Paul Gibbons
Print Name

State of Maine, Knox ss: Registry of Deeds
Received August 16, 1989 at 8 H 15^M A. M.
and recorded in Book 1371 Page 88
Attest: Benedict A. Aubrey Register.

Hi Rick, Jamie, and Team –

We have reviewed the proposed PPA between the Town and Revision. The answers to the Select Board's questions are as follows:

1. If repairs to the roof are necessary during the term, who bears the responsibility for removing the panels and replacing them once the work is complete?

Answer: Under Section 9(d) of the PPA, Revision will bear the responsibility for moving or disconnecting panels for needed roof repairs, but the Town will be responsible for paying Revision for that work. The Town also may be responsible for payments it would have otherwise made to Revision while the panels are disconnected, as well as any for additional revenue from other sources Revision would have received while the panels are disconnected.

2. If repairs to the roof are necessary during the term, who bears the risk of removing the panels and replacing them once the work is complete?

Answer: Revision also will bear the risk of such removal or disconnection, as it is required to repair or restore panels that are damaged or destroyed as long as the damage or destruction is not due to the Town's willful misconduct or negligence. See Sections 8(b), 16(a)(i).

As we discussed, the PPA is quite standard and the same version we have previously reviewed. While there may be a few sections we could rewrite for enhanced clarity, the PPA has been heavily vetted by other nonprofits and municipalities. A few points are worth stressing:

- Although the Town is tax-exempt as a municipality, Section 5(e) requires the Town to pay all taxes, state and federal, associated with the system (which remains Revision's personal property until a future purchase). Rockport may want tax projections from Revision before agreeing to this term.
- Section 5(f) requires the Town to pay any invoices within 20 days. This is a very short period of time, and Rockport's finance team may need a longer term.
- Section 16(b)(ii). I would add the following language at the end: "By obtaining such insurance, Purchaser does not waive any immunity or defenses available to it."
- Section 17(c) includes language regarding the determination of fair market value. My understanding is the "greater of" language needs to stay in place to avoid the PPA from being considered a lease and, therefore, eliminating available credits. I would advise that Revision write to the Town stating that Revision will agree to make a donation to the Town of any excess of fair market value over the Attachment A pricing. That will assure the Town that it will get the pricing as expected now.
- Section 18(a) includes an indemnification clause. I would encourage removal of the requirement that the Town indemnify Revision. In any event, I would strongly encourage inclusion of this language: "Purchaser does not waive any immunity or defense available to it, including without limitation that provided to Purchaser pursuant to the Maine Tort Claims Act."

- Section 18(d)(ii) requires any action against Revision be brought within one year after the cause of action accrues. This clause may cause problems if there is an issue caused by Revision that the Town doesn't become aware of for several years. Under the existing terms, the Town would be precluded from bringing such an action against Revision. I would ask for longer period – perhaps 3 years.
- While the language in Section 21 (confidentiality) could specifically include required disclosures pursuant to Maine's Freedom of Access Act, the language as drafted probably is sufficient.
- Note that I have not had our real estate attorneys review the easement agreement.

Finally, my biggest concern was that the Maine PUC would make changes to the Net Energy Billing Rules (Chapter 313) before or during the term of the PPA. The NEB billing warranty found in Exhibit 7 appears to largely remedy this concern, which is very good for the Town. Here are a few final thoughts on the NEB issue:

- The warranty is rather complicated in how it calculates NEB credits, but I am largely comfortable with it.
- Note that the warranty would be voided if the building's energy usages increased by 20% or more. Please therefore keep that in mind if you plan on add any energy-intensive appliances or activities in the near-term. (I suspect that is not the case, but flag it.)
- The PUC has not clarified what must occur for a project to be considered "constructed" and NEB-eligible in any given year and therefore be subject to the "step down" rates in the Draft Rule. Many parties specifically raised this question during a recent public hearing and I expect there will be additional edits in the final rule.
- It remains unclear when the PUC will adopt the final rule, and what additional changes to the draft rule will occur. Again, however, the warranty will help mitigate this risk.

Thank you for the opportunity to help you with this project, and please let us know if you have any questions.

-Joel

N. Joel Moser

Attorney

207 228 - 7155 direct

207-319-9079 mobile

207 774-1200 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEIN SHUR

[Portland, ME](#) | [Augusta, ME](#) | [Manchester, NH](#)

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From: Richard C. Bates [<mailto:townmanager@town.rockport.me.us>]
Sent: Friday, October 21, 2016 11:23 AM
To: N. Joel Moser; James P. Francomano; Philip Saucier
Cc: Diane Hamilton; Stacey Parra; Rachael Becker McEntee
Subject: RE: Updated PPA Contract

Thank you Joel,

I believe we can answer it pretty easily. It would be of greater concern IF we were going to let them own them for 20 years. We are talking about a buyout in year 7 so the risk is a lot less.

I don't need a hard and fast answer Monday but I do need if there are any red flags that pop up that make you cringe. Other than that, minor language tweaks are ok. If something jumps out at you as "holy crap ... they can't do this" let us know ASAP.

My expectation that it has been reviewed by a number of municipal attorneys and those have all been worked out.

RB

From: N. Joel Moser [<mailto:jmoser@bernsteinshur.com>]
Sent: Friday, October 21, 2016 11:15 AM
To: James P. Francomano <Planner@town.rockport.me.us>; Philip Saucier <psaucier@bernsteinshur.com>
Cc: Richard C. Bates <townmanager@town.rockport.me.us>; Diane Hamilton <dhamilton@town.rockport.me.us>; Stacey Parra <executiveassistant@town.rockport.me.us>; Rachael Becker McEntee <rmcentee@bernsteinshur.com>
Subject: RE: Updated PPA Contract

Thanks, Jaimie. I'll switch to this version and get you our thoughts by COB today or first thing Monday AM. I believe we have the answer on the roof issue, but will confirm it's consistent with the attached version, too.

N. Joel Moser

Attorney

207 228 - 7155 direct

207-319-9079 mobile

207 774-1200 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

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From: James P. Francomano [<mailto:Planner@town.rockport.me.us>]

Sent: Friday, October 21, 2016 10:41 AM

To: N. Joel Moser; Philip Saucier

Cc: Richard C. Bates; Diane Hamilton; Stacey Parra

Subject: Fwd: Updated PPA Contract

Joel,

As per my last message the actual contract doc has arrived from Revision. Our top question right now remains the roof maintenance thing.

If you can change gears from reviewing the boilerplate to this Rockport version that would be good. If you have time for overall contract review by Monday and not just the roof issue that would be ideal.

The Select Noard will discuss Monday night.

Thanks, Jamie F.

Sent from my iPhone

Begin forwarded message:

From: "John Luft" <john@revisionenergy.com>

To: "Richard C. Bates" <townmanager@town.rockport.me.us>, "James P. Francomano" <Planner@town.rockport.me.us>

Subject: Updated PPA Contract

Rick and Jamie,

As soon as I pressed send on my last email, I received an email from the PPA team asking that I send you the attached version of the contract and not the one I just sent you. They updated a date somewhere in there. Can you please delete the first one I sent to avoid confusion from here on out. Sorry about that.

Best,

John

--

John Luft

Branch Manager

[Re Vision Energy](#), a [Certified B Corp](#)

(207) 589-4171 (office)

(207) 322-4211 (cell)

(207) 589-4174 (fa x)

Liberty, Maine Branch Office (Also in Portland, ME, Exeter & Concord, NH)

Memo

To: Richard C. Bates, Town Manager

From: James P. Francomano, Director of Planning and Development

Cc: William Chapman, Chair and members of the Rockport Select Board
Barbara and Rick Krementz, owners of 23 Main Street
Philip Saucier, Town Attorney @ Bernstein Shur, et al.

Date: November 4, 2016

Re: 23 Main Street (Map 29/Lot 139)
Deck overhanging sidewalk

Property owners Barbara and Rick Krementz request the Select Board's permission to extend their existing second floor deck out another 12 inches over the Town sidewalk (and public right-of-way) on Main Street. At its meeting of June 17, 2015 the Planning Board conducted Architectural Review of proposed renovations at 23 Main Street in accordance with Section 1003 of the Land Use Ordinance. The Planning Board appreciated the willingness of the owners to participate in voluntary design review as well as the Select Board's approach in seeking input from another Board or Committee prior to action on a land use matter.

The Planning Board voted unanimously to send a positive recommendation to the Select Board in favor of approval of the owners' request. More recently, in connection with its 2016 Work Plan, the Ordinance Review Committee also recommended a revocable license over amendment to the Land Use Ordinance for this purpose.

Town Attorney Phil Saucier has reviewed the attached revocable license and has no concerns about proceeding with this arrangement even without a formal policy to guide the Select Board's decision. My own thought on the matter is that fostering investment in distinctive architectural design is a legitimate economic and community development strategy for the Town. If the proposed materials, style and finish detail are visually harmonious with styles found in the Harbor Village area, as the Planning Board has found would be the case here, then granting the request is consistent with the Town's other, ongoing downtown revitalization efforts.

If the Board is interested establishing some policy considerations with this decision, I suggest making a regular practice of approving such requests anywhere within the Section 901 and 902 "Village" zoning districts. Additional findings or review criteria might be more appropriate in other zoning districts, where applicants typically will have larger lots and better access to existing infrastructure. I will attend the Board's November 14th meeting and look forward to further discussion.

Revocable License Agreement

This revocable license agreement (“Agreement”) is made by, between and among Richard Krementz III and Barbara Krementz, partners of Barbrick LLC, whose address is PO Box 2407, Providence RI 02906 (“Licensee”) and the Select Board of the Town of Rockport, whose address is P.O. Box 10, Rockport, Maine 04856 (“Licensor”).

WHEREAS, Licensee owns certain real estate located at 23 Main Street in Rockport, in the County of Knox, and State of Maine, hereinafter referred to as the “Real Estate”; and

WHEREAS, the second story of the Real Estate contains a second floor balcony structure which has been in existence for many years and which has projected over the public sidewalk fronting Main Street in Rockport; and

WHEREAS, portions of the balcony have deteriorated by weather and other factors and require maintenance, repair and replacement of the railings; and

WHEREAS, Licensee wishes to expand the balcony structure to essentially the same overhang as adjacent property to the Real Estate and improve the architectural design of the railing and the balcony to prevent ice falling on the sidewalk;

WHEREAS, the Town of Rockport Planning Board has conducted architectural review of the proposed expansion and provided its recommendation in favor of approval to the Select Board; and

WHEREAS, the Town of Rockport Select Board finds the proposed expansion to be in keeping with the public interest to protect the health and welfare of its citizens and the public, consistent with the width of adjacent properties’ second story balconies, and an improvement of the structure’s architectural design.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee a license to use that portion of Licensor’s property constituting the airspace above the sidewalk to be occupied by the balcony expansion attached to the second story of the Krementz Real Estate (“Revocable License Area”), and the authority to use and occupy said expansion; provided, however, that at all times, Licensee shall maintain the Revocable License Area in good and orderly condition free from debris or dangerous or hazardous conditions.
2. The parties acknowledge and agree that Licensor shall have no duty or responsibility to inspect, maintain or repair the Revocable License Area. Licensee assumes and shall be solely responsible for the inspection, maintenance and repair of the Revocable License Area.
3. Licensee agrees to and shall indemnify, defend and hold Licensor harmless from and against any and all claims, costs, losses, damages, expenses, and liabilities including, without limitation, attorneys’ fees, expenses and costs incurred by Licensor in the

defense of any claim or any action or proceeding brought thereon, arising out of Licensee's use of the Revocable License Area, any activities, work or things done, committed or suffered by Licensee in or about the Revocable License Area, any inspection, maintenance or repair, or lack thereof, in and to the Revocable License Area and any condition existing in the Revocable License Area during the term of this License Agreement.

4. The license granted herein is not personal to Licensee but, rather, is appurtenant to Licensee's Real Estate. The benefits and burdens of this Agreement shall run with Licensor's Property and Licensee's Real Estate.
5. This Agreement may be terminated and the license granted herein revoked at any time, in the sole discretion of Licensor, upon thirty (30) days advance written notice to Licensee. The rights and privileges created by this License Agreement shall not operate to confer or vest in Licensee any title, interest or estate in the Revocable License Area, and Licensee is not hereby authorized to place any structures or supporting posts or beams on the presently-existing sidewalk. The expansion of the balcony shall be cantilevered and fully supported by attachments to the existing structure belonging to Licensee.
6. In the event that Licensor terminates this Agreement and provides advance written notice of revocation in accordance with Section 4 above, Licensee shall have 60 days from receipt of notice to remove all balcony improvements that encroach into the Revocable License Area. Should Licensee fail to timely remove such improvements from the Revocable License Area, Licensor has the right to remove the improvements and file a lien against Licensee's property to recover such costs of removal, which lien shall be enforceable in accordance with 10 M.R.S. section 3251 *et seq.*
7. All notices and demands required or permitted to be given hereunder shall be in writing and delivered in hand or mailed by certified mail, postage prepaid, or by reputable overnight courier which provides evidence of delivery or refusal, addressed to the parties at the addresses first set out above or such other addresses as shall be designated by a party pursuant to notice given under this paragraph.
8. No provision of this Agreement may be modified, amended or added to except by an agreement in writing executed by the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands this 2 day of

July, 2015.

Kyle La Marine

Witness

Kyle La Marine

Printed Name

Richard Krementz III
Richard Krementz III, Licensee

K. Krementz
Witness
Kyle LaMarine
Printed Name

Barbara Krementz
Barbara Krementz, Licensee

STATE OF Rhode Island
COUNTY OF Providence 2 July, 2015

Personally appeared the above-named Rick Krementz and Barbara Krementz and acknowledged the foregoing instrument to be their free act and deed.

Douglas P. Frongillo
Notary Public, Rhode Island
My Commission Expires February 10 2019
Notary I.D. 44636

Before me, Douglas P. Frongillo
Notary Public
Douglas P. Frongillo
Printed Name
My Commission Expires: 2/10/2019

Witness

Printed Name

William Chapman, Chair, duly authorized
Town of Rockport Select Board

Witness

Printed Name

, duly authorized
Town of Rockport Select Board

STATE OF _____
COUNTY OF KNOX _____, 2015

Personally appeared the above-named William Chapman, Chair of Town of Rockport Select Board and _____, Select Board member, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public

Printed Name _____
My Commission Expires: _____



TWO
HOUR
PARKING



**TOWN OF ROCKPORT
SPECIAL TOWN MEETING WARRANT
MONDAY, DECEMBER 5, 2016**

To: Randy Gagne, Constable of the Town of Rockport, in the County of Knox, State of Maine.

Greetings:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Rockport, in said County, qualified by law to vote in Town affairs, to meet at the Rockport Opera House in the Meeting Room of the said Town of Rockport on Monday, the 5th day of December, 2016, at 6:30 o'clock in the evening to vote on the following articles:

ARTICLE 1. To elect a moderator to preside at said meeting.

ARTICLE 2. Shall the Town authorize the Select Board to negotiate and execute any and all agreements, and to take actions and execute leases and documents reasonably related thereto, necessary to facilitate solar energy installations that will serve the Town of Rockport municipal facilities?

Select Board Votes: For, Against, Abstain RECOMMEND

Date: November 14, 2016

William Chapman, Chair

Kenneth McKinley, Vice-Chair

Geoffrey Parker

Owen Casas

Brendan Riordan

ROCKPORT SELECT BOARD

**- PUBLIC MEETING -
Rockport Select Board**

Monday, November 14, 2016

7:00 p.m.

Rockport Opera House Meeting Room

Streamed at <http://livestream.com/Rockportmaine>

MEETING NOTES

I. Call Meeting to Order

Please either turn off your cell phones and other electronic devices or set them to mute while in this meeting room or the hallways. If you need to take or make a phone call, please step outdoors.

II. Public Hearing

- a. None this meeting

III. Minutes, Meetings and Announcements

- **All tabled to December 5 due to the pressures of the November 8 Election**

IV. Town Manager's Report

V. Unfinished Business

- a. Approve the change to the Alternate Committee Member Policy

This is a minor change to the recently adopted policy to allow for alternate members, as our regular members, to be on staggered terms. The Board just voted to approve this policy in the past two months. The revised policy is included in your packet for review.

Suggested Motion: Motion to amend the recently adopted Alternate Committee Member Policy allowing for alternate members to include the language for staggered terms in those appointments.

VI. New Business

- a. Acknowledgment of Gifts to the Town:
 - None this meeting
- b. Committee Resignation(s):
 - None this meeting
- c. Committee Application(s)
 - None this meeting

VI. New Business

- d. Discussion regarding the arrangement with Camden vis-à-vis the Police Chief

This is the second scheduled follow up meeting to the sharing arrangement for the Chief of Police with the Town of Camden. Chief Randy Gagne will be on hand to answer any questions the Board might have. Included in your packet is a memo from Chief Gagne with some of the high points of the last 4 months.

All in all, as I have reported in my previous manager's reports, the agreement has gone much better than expected. We have had no complaints from residents and in fact I have had numerous compliments about how well it is working.

You can see from the report there are numerous times where Camden is supporting calls in our Town and also a number of times where our officers have responded to Camden to assist (about 3/1).

I believe that the officers are happy with the arrangement. They are training together, supporting each other and the residents are getting better service all around.

At this point, the only action that would have to be taken, would be in the event that the Board wanted to dissolve the relationship we have and hire our own chief. If that were the case, you should make that decision soon, so that I can start the process of hiring a new chief.

Absent a decision to dissolve the relationship, we should set up a time for the two Boards to meet to look at extending the agreement another 6 months and begin the process of budgeting for the next year.

VI. New Business

e. Presentation by the Harbor Committee

This is the annual presentation from the Harbor Committee about their activities. Sam Temple, the chair of the committee will be on hand to brief the Board. The Harbor Committee has had a recent rejuvenation of interest in the work and they now have a full committee. They have regular meetings where there is a quorum of members present and no need for the alternate members you have appointed to make a quorum. They have had a lot of interesting topics for discussion which you will hear about from Sam at the meeting.

This item is purely informational and there is no decision to be made and no action expected to be taken.

VI. New Business

f. Approval of the 2017 Harbor Fees

Included in your packet is the updated proposed 2017 Harbor Fee Schedule as recommended by the Harbor Committee at their meeting on October 20, 2016. Also, included in your packet is a memo from Harbormaster Abbie Leonard about the proposed changes to the Harbor Fee Schedule. There was only one change recommended by the Harbor Committee which was to formally approve an additional rate for visiting commercial vessels of \$35/night. This is for visiting windjammers to use us as a stopover point.

Suggested Motion: Motion to approve the 2017 Harbor Fee Schedule as presented (amended).

VI. New Business

g. Goodies Beach Feasibility Study presentation

As you are aware we have had a continuing problem with the water quality at Goodies Beach since 2009 when we began testing. Over the years we have done a lot of work trying to locate the source of the problem to no avail. We have done tests, run cameras through all the sewer lines in the catchment area, made repairs to the sewer lines in suspect areas and to date we have not found a “smoking gun” so to speak that we could easily fix or fix at all and solve the problem.

We commissioned Gartley and Dorsky to “provide an estimate of the volume of surface runoff for the area draining to a culvert adjacent to Goodies Beach, to include peak flows and seasonal total runoff,” as well as to “identify and assess the feasibility of storm water management options for eliminating or greatly reducing negative impacts on water quality observed at Goodies Beach.”

That report has been completed and is ready for the Board to review.

It is a very complicated and detailed report, too complicated to try and explain in these notes.

Bill Lane and Will Gartley will be on hand to make a presentation of their Final Report and recommendations with regards to the Goodies Beach Study they performed. The Conservation Committee and Maine Healthy Beaches/DEP have made numerous comments and many of these have been addressed in the Final Report which is included in your packet for tonight’s meeting.

The Conservation Commission will be meeting on Thursday to review the final document and they have been invited to the meeting.

There is no action that is necessary by the Board at this point.

VI. New Business

- h. Discussion of the Solar Power Purchase Agreement with ReVision Investments, LLC

As stated earlier, this contract has been reviewed and revised by a number of municipal attorneys in Maine and NH. Our attorney also reviewed the contract and recommended a couple of basic changes to the agreement and ReVision agreed to all the changes we requested. These were items ranging from very minor (wordsmithing) to somewhat more serious such as having thirty (30) days from date of invoice to make payments instead of twenty (20); and confirming the Town's immunity under the Maine Tort Claims Act even though we are required to carry insurance.

There were two areas that Town Counsel noted, but was not overly concerned with, the first is changes in law.

No one can get around the uncertainty of PUC rulemaking and possible changes to legislation. ReVision is providing a warranty that ensures the Town will be made whole if, due to changes the law or rules, our Net Energy Billing arrangement with CMP winds up costing us more than anticipated. Other unforeseen changes in law that could result in significant financial detriment might have to be resolved through good faith negotiations or arbitration, etc.

Second is the Fair Market Value question. This is what our buyout is based on. Internal Revenue Code has strict rules when it comes to anything resembling a sale-leaseback scenario, etc. It is important to the IRS that ReVision really is the owner of the system, while they are benefitting from the deductions and credits (while passing those benefits along to the Town).

The way this plays out is that the buyout price has to reflect fair market value after 6 years which is only an estimate at \$33,500. If there is a dispute over the actual fair market value, the contract gives us the option of a 3rd party appraisal (costs of such appraisal to be split 50/50). This is a potential, but unlikely source of a "surprise" at the end of the lease term. Where this would play out would be if the price of new panels suddenly dropped significantly (or increased) and effected the buyout price. We don't know or expect that this will happen, but if it does, there is a remedy to solve the dispute.

Specific questions asked by the board.

If the roof is damaged as a result of the installation, who pays for the repair.

Answer: If the roof is damaged during the installation or as a result of how the panels were installed, ReVision Energy would be responsible for paying for the repairs.

If repairs to the roof are necessary during the term for something other than caused by the panels, who bears the responsibility for removing the panels and replacing them once the work is complete?

Answer: Under Section 9(d) of the PPA, ReVision will bear the responsibility for moving or disconnecting panels for needed roof repairs, but the Town will be responsible for paying ReVision for that work. The Town also **may** be responsible for payments it would have otherwise made to ReVision while the panels are disconnected, as well as for any additional revenue from other sources ReVision would have received while the panels are disconnected.

If repairs to the panels are necessary during the term (i.e. one of the panels break), who bears the responsibility of removing the panels and replacing them once the work is complete?

Answer: ReVision also will bear the risk of such removal or disconnection, as it is required to repair or restore panels that are damaged or destroyed as long as the damage or destruction is not due to the Town's willful misconduct or negligence. See Sections 8(b), 16(a)(i).

I asked Town Counsel to follow up on whether or not we need to have town meeting approval to enter into the agreement with Re-Vision energy. Initially the thinking was that we did not, however after reconsideration, the conservative recommendation from Town Counsel is that we should hold a special town meeting to authorize the Town to enter into this type of agreement.

Below is the draft language as prepared by Town Counsel for the warrant of a special town meeting.

Shall the Town authorize the Select Board to negotiate and execute any and all agreements, and to take actions and execute leases and documents reasonably related thereto, necessary to facilitate solar energy installations that will serve the Town of Rockport municipal facilities?

Select Board Votes: For, Against, Abstain

RECOMMEND

If this is supported by voters it would allow the Town to enter into the agreement you are discussing now and other agreements of this type in the future. Town Counsel says that this language has been used successfully in other towns.

If the Board agrees with the plan and wants to move it forward the next step would be to call a town meeting.

VII. New Business

- i. Call a Special Town Meeting for Monday, December 5, 2016 at 6:30 p.m. at the Rockport Opera House in the Meeting Room

Suggested Motion: Motion to call a Special Town Meeting for Monday, December 5, 2016 at 6:30 p.m. at the Rockport Opera House in the Meeting Room.

VI. New Business

- j. Approval of the Special Town Meeting Warrant for Monday, December 5, 2016

Suggested Motion: Motion to approve of the Special Town Meeting Warrant for Monday, December 5, 2016.

VI. New Business

k. Discussion regarding “upper floor overhangs”

Included in your Packet you will find a memo from Planning and Community Development Director Jamie Francomano relative to the question of how does the Town best deal with the question of upper floor overhangs above Town owned property, as well as a copy of a revocable license.

This stems from Property owners Barbara and Rick Krementz request the Select Board’s permission to extend their existing second floor deck out another 12 inches over the Town sidewalk (and public right-of-way) on Main Street dating back to 2015. This has been the subject of a great deal of conversation since that time ranging from revocable license to ordinance changes and back to revocable license again, which was recommended by our previous attorney and is being proposed by our new counsel Phil Saucier.

While, this might seem like it is a minor and small request, there are many places where the application of this could go beyond simply this one deck that you should consider.

While the license has been before you previously, discussion went towards having a land use ordinance to deal with this question. Neither the ORC who reviewed it nor the Planning Board felt that the ordinance route was the best way to go.

The Planning Board has unanimously recommended their support of the owner’s request and support of the revocable license.

Suggested Motion: Motion to approve the revocable License as presented (amended).

VI. New Business

1. Verify the date of the workshop to discuss the next steps regarding the Rockport Public Library to be Wednesday, November 30, 2016, 7:00 p.m., Rockport Opera House Meeting Room

VII. Wastewater Commissioners

- a. Commitment of Sewer User Rate for the period of September 2016

Suggested Motion: Move to leave as Select Board and enter as Wastewater Commissioners.

*In order for the Town to have all legal remedies available to secure the collection of past due balances, the Wastewater Commissioners must commit sewer fees to the Treasurer. Chapter 2 Sewer Use Charge Ordinance § 8, states, "There shall be a lien to secure the payment of sewer charges legally assessed on real estate..." For this avenue to be open procedurally M.R.S.A. 38 § 1208, **Collection of Unpaid Rates**, requires a commitment to the Treasurer of the rate or fee. For residential accounts, commitments will be done quarterly and for commercial accounts monthly (March, June, September and December monthly billings will be included in the end of their respective quarter). Supporting documentation and the commitment are in your meeting materials.*

Suggested Motion: Motion to commit the September 2016 Wastewater User/Debt Fees totaling \$_____ to the Treasurer for collection.