

MEMORANDUM OF UNDERSTANDING

between

STANDARD POWER and the TOWN OF SEABROOK

- 1. Parties.** This Memorandum of Understanding (“MOU”) is made and entered into by and between Standard Power (the “Consultant”) with offices located at 17 Technology Way, Nashua, NH 03060 and the TOWN OF SEABROOK (“Municipality”) with offices located at 99 Lafayette Road Seabrook, NH 03874.
- 2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Consultant will perform the Services as herein defined and desires to be so engaged and the Municipality desires to become a “Municipal Aggregator,” as described in New Hampshire RSA 53-E:2, which provides electric power services for the residential and non-residential customers of the Municipality located within the geographic boundaries of the Municipality and desires to engage the Consultant to perform professional consulting services for Municipality focusing primarily on the creation, authorization, implementation and management of its community power plan (the “Plan”), as defined by, and in compliance with, all applicable provisions of RSA Chapter 53-E of the New Hampshire Statutes, as amended, and other applicable statutes, regulations and precedent.
- 3. Term and Termination.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated by the parties. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be by email or by certified mail to the address listed above.
- 4. Responsibilities of the Consultant.** The Consultant, at the discretion of the Municipality and at no cost to the Municipality, shall perform any or all activities and services (collectively, the “Services”) for municipalities of any size and level of municipal participation with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services that are required to design, develop, implement, manage, and monitor a community power plan. A detail of these services will be provided in a formal Services Agreement at a later date.

5. Responsibilities of the Municipality. The Municipality shall obtain all required authorizations, use reasonable efforts to secure release of data, provide all public information necessary to the Consultant for performance of Consultant services and

cooperate with the development and implementation of the Plan. A detail of these responsibilities will be provided in a formal Services Agreement at a later date.

6. Summary of General Provisions

A. Amendments. Either party may request changes to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New Hampshire.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU. The effective date of this MOU is the date of the signature last affixed to this page.

Municipality

Signature

Date

Printed Name and Title

Standard Power

Signature

Robert Hayden, President

Date