

**Hooksett Sewer Commission
Meeting Minutes
December 17, 2019**

INITIAL	COMMENTS
B	
Frank	
ARL	

This meeting was called to order at 12:00pm. Present were Chairman Sidney Baines, Commissioner Frank Kotowski, Commissioner Richard Bairam, Superintendent Bruce Kudrick, Assistant Superintendent John Clark, Guy Beloin and Kim Langlois.

Approve and sign manifest

Read Correspondence

Approve Minutes: Commissioner Richard Bairam made motion to accept the minutes from December 3, 2019. Commissioner Frank Kotowski seconded. All in favor, the motion was carried unanimously.

Financial Report: Guy came in to give a brief update on the sewer commission accounts

Scheduled Appointments: 12:00pm: Town Administrator Andre Garron, Code Enforcement Officer Matt Lavoie and representatives from Village and Central Water **RE: Final Sign offs/Deduct Meters**
12:45pm: Revision Energy **RE: Solar contract questions**

Final signoffs and deduct meters: The Sewer Commission wanted to meet with everyone involved with the final sign off of commercial and residential properties because as of late there have been issues with the Sewer Department not giving final sign off on properties and they are being allowed to open. Bruce gave multiple examples. Clear Choice MD located at 7 Cinemagic Way opened and they had never pulled any sewer permits or paid any system development fees to the sewer commission. Bruce was never asked to come out and complete a final sewer sign off and the medical facility was given the green light to open. Another example that Bruce gave was Northeast Credit Union located at 1289 Hooksett Road. The credit Union never had a final sewer inspection done and were allowed to open. The sewer commission was left trying to gather monies due after the fact. Another issue that arose is with the new Agway facility. Bruce went out to do a sewer inspection and one of the manholes was blocked, this would have been found previously if the sewer commission had done a final sign off on the medical facility that was allowed to open with no sewer signoff. The Town of Hooksett does use a final signoff sheet but this sheet gets lost or over looked at times, so everyone present at the meeting discussed the issues with it and ways to better the communication with town departments so that this does not continue to happen.

Deduct Meters: New this year, the town office requires residents to acquire a permit to install deduct meters. Deduct meters are to be installed by a licensed plumber. The issue that is occurring is that Manchester residents that are serviced by Hooksett Sewer are required to also get a permit from the sewer department before they can get a deduct meter from Manchester Water. Each water department has their own individual rules and regulations for the installation of deduct meters. The

issue that is arising is that residents are being forced to go to multiple locations and pay fees which can be costly and some departments are not being visited. Discussion was had on how to make this process more efficient and resident friendly.

Revision Energy: Revision Energy came in to go over the final contract and answer any last minute questions. The final contract was signed. A copy of the contract and general date timeline is attached to the minutes.

Superintendents Report: December 13, 2019 Mike Desaulniers was invited to The Wentworth by the Sea where he received his certificate for passing his NHDES management course. The Sewer Commission took a moment during the meeting to congratulate Mike on his success.

DMR: There were no violations for the month of November

Conveyer Belts: RMI sent employees down to the Plant to assist Brian Towle in moving the conveyer belts that go with the Schincci dryer. They needed to be relocated because they were in the way of snow removal at the plant.

Flows: The current rain has cause a significant spike in flows at the plant.

Flock Mixer: Richardson Electric came down to look at the flock mixer at the plant. A wire needs to be replaced. A temporary fix was done until the new part comes in.

Pipe: There is about 50 feet of pipe exposed to the outside elements down at the plant. This pipe froze due to the cold weather. To help prevent this from happening again extra Magnesium Hydroxide has had to be added and extra water has been continued to pump through the line. This will cause an increase in the water usage down at the plant, plus the cost of the additional Magnesium Hydroxide.

Old Business: The job posting for the Superintendents position needs to be completed. The commission would like to have it posted in the paper and on multiple media sights by January 1, 2020.

New Business: The next Sewer Commission meeting is January 7, 2020. There is a Tiff meeting at the town hall at 3:00pm today.

Non-Public Session: The sewer commission did not go into non-public session

Public Input: None

Adjournment: Commissioner Frank Kotowski made motion to adjourn at 2:18pm. Commissioner Richard Bairam seconded. All in favor, the motion was carried unanimously.

Respectfully Submitted,

Frank R. Kotowski

Frank Kotowski

Clerk

LETTER OF INTENT AND EXCLUSIVITY AGREEMENT

THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT (“Agreement”) is entered into effective the _____ day of December , 2019 (“Effective Date”), by and between ReVision Energy Inc. (“ReVision”) a Maine corporation, and the Hooksett Wastewater Treatment Facility (“Hooksett Wastewater Treatment Facility”) a New Hampshire municipal entity located in Hooksett, New Hampshire.

RECITALS

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has delivered a proposal dated as of 11/5/2019 (attached) to install a solar energy generation project (“System”) that shall provide energy to the Hooksett Wastewater Treatment Facility Wastewater Facility (the “Facility”) pursuant to a written turnkey installation contract to be entered into between the Hooksett Wastewater Treatment Facility and ReVision.

WHEREAS, the Parties intend to finalize a definitive installation agreement (“EPC Contract”) setting forth the specific rights and obligations of the parties thereto relating to the development of the System and setting forth the terms under which the Hooksett Wastewater Treatment Facility shall purchase the turnkey solar energy system installation by ReVision;

WHEREAS, the Parties mutually agree that in order to allow for the development and installation of the System, ReVision will need exclusive development rights for a period of twelve months from the Effective Date; and

WHEREAS, as a preliminary step to the entering into of the EPC Contract, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. System. Subject to any modifications the parties may ultimately agree to in the EPC Contract and any other definitive agreements, and as may be further modified through the design and permitting processes, the System shall consist of a solar electric generation system, including all necessary component parts, substantially as described in the Proposal.
2. Actions by the Parties: In order to allow for development of the proposed System and subject to this Agreement, the Parties will make commercially-reasonable efforts to complete the following development activities:

Activity	Responsible Party	Target Completion Date

Hooksett Wastewater Treatment Facility executes the LOI designating ReVision Energy as the contractor for the solar installation at 1 Egawes Dr. Hooksett Wastewater Treatment Facility	Hooksett Wastewater Treatment Facility	12/15/2019
Complete Technical Site Visit	ReVision Energy	12/22/2019
Provide a copy of third-party electricity supply agreement, if applicable, and review for restrictions on reduced load, or installation of distributed generation systems	Hooksett Wastewater Treatment Facility & ReVision Energy	12/22/2019
Complete system design and confirm layout. Prepare engineering documents for interconnection	ReVision Energy	12/16/2019 12/29/2019
Determine all local, State, and Federal (if any) permitting requirements and fees including planning board	ReVision Energy & Hooksett Wastewater Treatment Facility	1/6/20 20 20
File interconnection application with Eversource based on updated design	ReVision and Hooksett Wastewater Treatment Facility	1/13/20 20 20
Complete any necessary Civil Engineering	ReVision Energy	1/13/20 20 20
Apply for and receive all permit approvals that could jeopardize project feasibility	ReVision and Hooksett Wastewater Treatment Facility	2/28/20 20 20
Negotiate legal terms of form EPC contract	ReVision and Hooksett Wastewater Treatment Facility	3/15/2020
Execute EPC contract	Hooksett Wastewater Treatment Facility	3/31/2020

3. EPC Finalization. The Parties understand that the EPC Contract is yet to be finalized, and that such negotiations will be conducted in good faith.
4. Exclusivity. ReVision shall have twelve months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to develop the System and to

facilitate the finalization of the definitive EPC Contract to be entered into between ReVision and the Hooksett Wastewater Treatment Facility (the “exclusivity period”). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, the Hooksett Wastewater Treatment Facility shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision regarding the development of a distributed generation system serving the Facility.

5. Costs and Expenses. In consideration of the development activities performed by ReVision listed in Section 2 of this Agreement, if at any time during the exclusivity period the Hooksett Wastewater Treatment Facility decides not to move forward with the development of the System, the Hooksett Wastewater Treatment Facility shall notify ReVision immediately. Upon such notification, ReVision shall invoice the Hooksett Wastewater Treatment Facility for development costs incurred to date, not to exceed \$25,000, and the Hooksett Wastewater Treatment Facility agrees to remit payment for such development expenses within 30 days of receipt. Otherwise, each Party shall be responsible for covering its own costs and expenses relating to the development of the project and the negotiation of the EPC contract, including without limitation, the cost of its own attorneys, consultants and advisors.
6. Confidentiality. The provisions of this Agreement and all information related to this Agreement, the Facility, or the System that is shared between the Parties shall be treated as confidential for a term of no less than two years from the Effective Date. These confidentiality provisions shall not apply to any information (a) previously known to either Party free of any obligation to keep it confidential; (b) that has been or which becomes publicly known, through no wrongful act of either Party; (c) which is rightfully received from a third Party who is under no obligation of confidence to either Party; (d) which is independently developed by the receiving Party without resort to the Information that has been disclosed pursuant to this Agreement; or (e) is required to be disclosed in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or any governmental or court order.
7. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and the Hooksett Wastewater Treatment Facility.
8. Limitations of Liability. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.
9. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties’

rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

10. Applicable Law. This Agreement will be governed by the law of the New Hampshire without regard to conflicts of law principles.
11. Binding Provisions. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
12. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
13. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

ReVision Energy Inc.

Hooksett Wastewater Treatment Facility

By: _____

By: *Sidney Baines*

Print Name: _____

Print Name: SIDNEY BAINES

Title: _____

Title: Chairman

[rev. 20190201]

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Complete system design and confirm layout. Prepare engineering documents for interconnection	ReVision Energy	12/6/2019 12/29/19
Determine all local, State, and Federal (if any) permitting requirements and fees including planning board	ReVision Energy & Hooksett Wastewater Treatment Facility	1/6/2019
File interconnection application with Eversource based on updated design	ReVision and Hooksett Wastewater Treatment Facility	1/13/2019
Complete any necessary Civil Engineering	ReVision Energy	1/13/2019
Apply for and receive all permit approvals that could jeopardize project feasibility	ReVision and Hooksett Wastewater Treatment Facility	2/31/2019
Negotiate legal terms of form EPC contract	ReVision and Hooksett Wastewater Treatment Facility	3/15/2020
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