

May 25, 2021

Joseph Wood

New England Ductless Inc.

Re: MetroWest Solar + Clean Heat Challenge Program

Dear Joseph,

Congratulations on New England Ductless being selected as the air source heat pump Installer for the MetroWest Solar + Clean Heat Challenge program with the Towns of Ashland, Holliston, Natick, and the City of Framingham. The Municipalities look forward to collaborating with New England Ductless to increase outreach, education, and adoption of clean energy technology systems within our communities.

Attached for review and execution is the Letter Agreement between the Municipalities and New England Ductless. We are confident our partnership with New England Ductless will expand local renewable energy generation for residents and small scale commercial entities and reduce greenhouse gas emissions.

We are excited to work with New England Ductless to launch this innovative business model and increase heat pump adoption within our communities. If you accept the terms and conditions referenced herein, please sign and email this letter to my attention at [FNakashian@ashlandmass.com](mailto:FNakashian@ashlandmass.com).

Sincerely,

Frank Nakashian

Sustainability Coordinator

Town of Ashland

## Letter Agreement

### MetroWest Solar + Clean Heat Challenge

This letter agreement (the “Letter Agreement”) sets out the mutual understanding between the Towns of Ashland, Holliston, Natick, and the City of Framingham (the “Municipalities”) and New England Ductless (the “Installer”) regarding the Installer’s and associated team’s (Installer’s employees, representatives, contractors, or agents) participation in the MetroWest Solar + Clean Heat Challenge (the “Program”) and shall be effective as of the date of execution (the “Effective Date”).

Other components of this Letter Agreement include the Request for Proposals (“RFP”) for Installation of Small Scale Clean Energy Technologies that was produced and made available by the Municipalities on March 3, 2021, the proposal submitted by New England Ductless on March 30, 2021 and all written communications between New England Ductless and the Municipalities since March 30, 2021, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

The term of this agreement (the “Term”) begins on the Effective Date and shall continue until the Program end which will be 6 to 10 months after the Effective Date unless otherwise terminated in accordance with Section 4 herein. The Program Term end date flexibility is given so that the Installers and Municipalities have the option to extend the Program based on number of installations and variability due to the COVID-19 pandemic. The Installers and Municipalities have the option to extend the Program Term based on number of installations and variability due to the COVID-19 pandemic.

#### **1. MetroWest Solar + Clean Heat Challenge Program:**

- a. Installer and the Municipalities agree to work cooperatively to implement the Program in the Municipalities, which will drive the community adoption of air source heat pump projects through a mutual partnership in the communities.
- b. Installer agrees that the term of this Letter Agreement (the “Term”) begins as of the Effective Date and shall continue until the Program end which will be at most, 10 months after the Effective Date.

#### **2. Installer Commitment and Deliverables:**

The Installer agrees to comply with the following terms and conditions during the Term. Installer’s failure to comply with these terms and conditions may result in the termination of this Letter Agreement and/or impact Installer’s ability to participate in the Program:

- a. Cooperate and collaborate with the Municipalities.
- b. Participate in program calls with the Municipalities.
- c. Provide customers within the Municipalities with the equipment and pricing as outlined in the Installer's competitive bid and Pricing, Cost Adders and Equipment Form Pricing Proposal (Attachment B), to all customers under the Program.
- d. Provide customers within the Municipalities with installations of air source heat pump systems completed in a professional manner with a high degree of quality.
- e. Provide customers, and potential customers within the Municipalities with excellent customer service.
- f. Track the capacity associated with each contracted project under the Program to track program metrics.
- g. If there are known cost adders associated with a project, Installer must provide customer with a break out of the cost adders required and their cost above the base pricing. This shall be provided before contract signing to the customer. If during an active project with a customer, an equipment substitution or custom adder is required, the Installer shall be required to clearly state the reason for this to the customer and provide alternatives.
- h. Provide objective information to enable customers to choose either a purchase, lease/power purchase agreement (if offered), and financing options.
- i. Recommend alternative/supplementing opportunities (i.e. through energy efficiency, weatherization, other renewable energy projects) for customers without feasible sites for air source heat pumps and/or for customers that would benefit from alternative opportunities.
- j. Provide metrics, as directed from the Municipalities which shall include, but not be limited to, the number of leads generated, the number of site assessments completed, the number of feasible project sites identified, the number of proposals submitted, the number of contracted projects, number of completed projects.
- k. Refer to the Program as MetroWest Solar + Clean Heat Challenge in all community outreach materials and marketing efforts.

- l. Coordinate with Municipalities for input on marketing materials in advance of distribution.
- m. Dedicate a website or webpage to the Program and clearly list the email, and phone number for all Program inquiries.
- n. Collaborate with the Municipalities on press releases, events, or news conferences concerning the Program. In any media produced by the Installer, the Installer will not represent that positions taken or advanced by it represent the opinion or position of the Municipalities.
- o. Participate in and fund appropriate marketing and outreach materials and events as agreed upon between the Installer and within the Communities.
- p. Participate in a quality control program with the Municipalities, consent to share the data of the quality control review to the Municipalities (eg. sizing, pricing), and address recommendations of the quality control program with customers, as appropriate.
- q. Agree and acknowledge that contracted projects will be installed within twelve months of the date of the contract between the Installer and the customer.
- r. Provide any other information reasonably requested by the Municipalities over the term of the Program, including information from signed contracts over the course of the Program to ensure consistency with pricing information submitted in response to the RFP and for any quality assurance purposes.

### **3. Municipalities Commitment:**

The Municipalities agree to provide Installer with the following, provided that the Installer meets the terms and conditions in Section 2 of this Letter Agreement:

- a. Assistance with heat pump education and outreach programs in the communities by Program volunteers
- b. Coordination of conference calls among Municipality volunteers and the Installer

### **4. Termination**

- a. This Letter Agreement may be terminated by the Municipalities or the Installer at any time for a material breach of any term of this Letter Agreement.
- b. The Municipalities may terminate the Letter Agreement at any time, in the sole exercise of its discretion.

- c. Sections 2(n), 2(q), 4 and 5 shall survive the termination of this Letter Agreement under provision (a) or (b).

## **5. Required Terms and Conditions**

- a. Indemnification: The Installer shall indemnify and hold harmless the Municipalities, and each of their respective agents, officers, directors, employees, volunteers (together the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Program (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) the breach of any of the terms of this Letter Agreement or any false representation by the Installer, (ii) any negligent acts or omissions or reckless or intentional misconduct of the Installer or any of the Installer's agents, officers, directors, employees or subcontractors, or (iii) the reliance (directly or indirectly) by a resident of the Community or any other third party on advice provided (either orally or in writing) by Installer in accordance with the terms and conditions of this Agreement. Without limiting the foregoing, the Installer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Installer or any of the Installer's agents, officers, directors, employees or subcontractors
- b. Compliance with Law: Installer agrees to comply with all applicable Federal, State and local statutes, ordinances, by-laws, rules and/or regulations, including but not limited to, promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.
- c. Assignment: Installer shall not assign or in any way transfer this Letter Agreement without the prior written consent of the Municipalities
- d. Waivers: Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
- e. Amendments, Entire Agreement, and Attachments: All conditions, covenants, duties and obligations contained in this Letter Agreement may be amended only through a written

amendment signed by the Installer and the Municipalities. The Parties understand and agree that this Letter Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Program set forth herein.

- f. Provide any other information reasonably requested by the Municipalities over the term of the Program, including sample contract pricing information, to ensure consistency with pricing information submitted in response to the RFP.

The parties hereto, intending to be legally bound, have caused this Letter Agreement to be executed by their duly authorized representatives.

Town of Ashland:

City of Framingham:

By (signature): \_\_\_\_\_ By (signature): \_\_\_\_\_

Name: Michael Herbert

Name: Dr. Yvonne Spicer

Title: Town Manager

Title: Mayor

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Town of Holliston:

Town of Natick:

By (signature): \_\_\_\_\_ By (signature): \_\_\_\_\_

Name: Travis Ahern

Name: Karen Adelman Foster

Title: Town Administrator

Title: Chair, Select Board

Date: \_\_\_\_\_ Date: \_\_\_\_\_

New England Ductless:

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_