



**Town of Goffstown, New Hampshire  
Master Consulting Agreement  
New Hampshire Net Metering Credit Program**

This **AGREEMENT** is made effective as of the \_\_\_ day of January, 2026 (“Effective Date”) by and between Competitive Energy Services, LLC, with its principal offices at 148 Middle Street, Portland, ME 04101, (“CES”), and The Town of Goffstown, New Hampshire with its principal address at 16 Main Street, Goffstown, New Hampshire 03045 (“CLIENT”), each a “Party” and together “Parties”.

**WHEREAS**, CLIENT desires to secure one or more long-term contracts with renewable energy developers to support the development of renewable energy systems in New Hampshire and to secure lower cost energy and renewable electricity; and

**WHEREAS**, CLIENT desires the assistance of CES to secure one or more long-term power purchase agreements for renewable energy (“Net Metering Credit Agreement”) and to manage such Net Metering Credit Agreements throughout their terms; and

**WHEREAS**, CES has experience in performing such services for clients that are similar to CLIENT and desires to be so engaged by and on behalf of CLIENT.

**NOW, THEREFORE**, IN CONSIDERATION OF THE PROMISES, MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CES AND CLIENT AGREE AS FOLLOWS:

- 1. Scope of Work.** CES will perform the Scope of Work as set forth in Appendix A, which may be changed by mutual written consent of the Parties.
- 2. Term.** The Term of this Agreement shall begin on the Effective Date and shall continue for the term of each Net Metering Credit Agreement entered into by the CLIENT pursuant to this Agreement or until otherwise terminated in accordance with this Agreement.
- 3. Compensation.** CLIENT agrees to compensate CES for performing the Scope of Work as set forth in Appendix A.
- 4. Confidentiality.** Each Party will keep in confidence (and not disclose) Confidential Information during the Term or during the 24 months immediately following the Term. Confidential Information includes the terms of this Agreement as well as any information exchanged in relation to the Scope of Work that is identified by the disclosing Party as being confidential. Neither Party shall disclose Confidential Information to any third party (other than the Parties’ and their affiliates’ employees, lenders, counsel, consultants, or accountants who have



agreed to keep such terms confidential), except in order to comply with applicable law, order, regulation or exchange rule. In the event such disclosure is ordered or required, the disclosing Party will notify the other Party as soon as reasonably able. The Parties will be entitled to all remedies at law or equity to enforce this confidentiality obligation.

**5. No Joint Venture.** CES and CLIENT are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and CES or between CLIENT and any employee or agent of CES.

**6. No Consequential Damages.** In no event, shall either CES or CLIENT be liable to each other or any third party for any incidental, special, indirect, exemplary or consequential damages, including but not limited to loss of use or loss of profits, whether foreseeable or not, occasioned by or arising out of CES's or CLIENT's breach hereof or performance hereunder, delay in performance or any other cause whatsoever.

**6. Exclusive Remedy.** CES's and CLIENT's sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that Party of such alleged breach or defect. If after repeated efforts that Party is unable to correct, or if that Party fails within reasonable time to attempt to correct and continues not to attempt to correct within fifteen (15) business days of receipt from the other Party of written notice of such breach or defect, the other Party shall be entitled to terminate this Agreement and to recover actual damages in an amount not to exceed fees due and payable to CES under this Agreement. Both Parties understand and agree that this exclusive remedy allocates risk of service defects between the Parties as authorized by applicable law.

**7. Resolution of Disputes & Choice of Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New Hampshire applicable to agreements made and to be performed within such state without regard to principles of Conflicts of Law.

**8. Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective partners, affiliates, heirs, successors and assigns. No portion of this Agreement or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either Party without prior written consent of the other Party.

**9. Severability.** If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provisions in this Agreement, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.

**10. Notice.** Unless otherwise specified in the Attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below:



To: Competitive Energy Services, LLC  
Attn. Andrew Price, President & CEO  
148 Middle St., Suite 500  
Portland, ME 04101

To: Town of Goffstown, NH  
Attn: Town Administrator  
16 Main Street  
Goffstown, NH 03045

**11. Amendments.** No amendment to this Agreement shall be effective unless it is signed by authorized representatives of both Parties and complies with all other regulations and requirements of law.

**12. Entire Agreement.** The Parties understand and agree that this Agreement and Attachments (if any) supersede all other oral and written agreements and negotiations by the Parties relating to the services under this Agreement. This Agreement shall not be binding against either Party unless both Parties have signed below.

**13. Disclaimer.** The services provided by CES do not constitute legal or tax advice. CES is not a certified public accountant, legal counsel, or tax professional.

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***IN WITNESS WHEREOF***, the Parties hereto have caused this ***AGREEMENT*** to be executed as of the date first above written.

**Competitive Energy Services, LLC**

**Town of Goffstown, New Hampshire**

\_\_\_\_\_  
**BY: ANDREW PRICE**

\_\_\_\_\_  
**BY: DEREK HORNE**

**TITLE: PRESIDENT & CEO**

**TITLE: TOWN ADMINISTRATOR**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

DRAFT



## APPENDIX A SCOPE OF SERVICES

**Description of Service:** Net Metering Project Support Services

CES shall work with CLIENT to:

1. Act as CLIENT's agent in the identification and evaluation of net-metering opportunities available under the Net Metering program in New Hampshire.
2. CES will prepare and issue Request for Bids or otherwise identify net metering projects that can provide financial credits and/or Renewable Energy Credits under terms favorable to CLIENT. Any Request for Bids, or other solicitation, shall be in accordance with CLIENT procurement requirements.
3. CES will prepare a summary of the bids received, or projects identified, along with a recommended course of action. CES will assist CLIENT with any subsequent contract negotiations with the winning bidder(s) or identified project(s).
4. Perform on behalf of CLIENT ongoing auditing and recordkeeping of the financial and contractual aspects of each Group Net Metering Agreement entered into by CLIENT for the term of such agreement, including the following:
  - a. For each Agreement entered into by CLIENT, maintain a record of all project generation, net metering credits issued by the local electric utility, utility account schedules on file with the local electric utilities, payments made between CLIENT and the Group Net Metering Agreement Counterparty, and RECs received (if applicable).
  - b. Verify the amount of the Group Net Metering Credits issued by the local electric utility under each Group Net Metering Agreement.
  - c. Verify for CLIENT the amount of the Group Net Metering Credits retained and/or received by CLIENT pursuant to the Group Net Metering Agreements. In the event that errors occur, CES shall work on CLIENT's behalf to correct such errors.
  - d. Provide projections of the amount of Group Net Metering Credits CLIENT is expected to receive in the future so that CLIENT can incorporate such estimates into its Financial Models and budgets.
  - e. Provide annual reporting summarizing the performance of Group Net Metering Agreements, including overall generation, credit values, and financial benefits received by CLIENT.

**Fees:**

For the services described in Appendix A, services 1-3, CLIENT shall pay to CES a one time Fixed Fee of \$1,000. If CLIENT enters into one or more Group Net Metering Credit



Agreements, the Fixed Fee will be applied against the Group Net Metering Credits Fees described below.

### **Group Net Metering Credit Fees: During the Term of the Agreement**

For each Group Net Metering Agreement administered by CES pursuant to this Agreement, the Group Net Metering Credit Fees each month during the term of this Agreement shall be calculated according to the following formula:

Group Net Metering Credit Fees = Revenue Share x Share of Group Net Metering Credits Received by CLIENT

The Revenue Share shall be the percentage shown in the following table based on the total amount of generation subscribed across all Group Net Metering Agreements entered into by CLIENT pursuant to this Agreement:

|                 |
|-----------------|
| Revenue Share % |
| 10 %            |

### **Payments:**

CES shall invoice CLIENT for all Group Net Metering Credit Fees owed. CES shall invoice CLIENT directly, on or about the 30<sup>th</sup> day of the next calendar year. Each invoice shall itemize all amounts shown.

Each invoice shall be due and payable by CLIENT within thirty (30) days of CLIENT's receipt of such invoice, and thereafter shall incur an interest charge at the lesser of 1% per month or the maximum rate allowed by law.