COMMUNITY BENEFITS AGREEMENT

STARFIRE RENEWABLE POWER PROJECT

DATED: _____, 2026

This Community Benefits Agreement (this "Agreement" or "CBA") is made on and shall become effective this ___ day of _____, 2026, by and between STMO Bn, LLC ("Developer"), a Delaware limited liability company, and the Starfire Community Coalition ("Coalition"), a group of stakeholders representing community voices and priorities in Breathitt, Knott, Floyd, and Perry Counties, Kentucky. Developer and Coalition are from time to time hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the Project area is made up of approximately 7,000 acres of real property situated in the counties of Breathitt, Knott, and Perry, Kentucky, which will be improved by an alternating current merchant electric solar generating facility and related amenities (defined in Article 1 as the "Project"); and,

WHEREAS, Developer and Coalition have determined that the Project encourages and fosters economic development and prosperity for the Coalition counties and Kentucky, enhances the image of the Coalition counties, and Kentucky, and provides educational and other opportunities for the Coalition counties and Kentucky; and

WHEREAS, the parties wish to provide for various Community Benefits (as defined herein) to the Coalition and the public in connection with the design, construction, maintenance, and operation of the Project, including, without limitation, furthering initiatives of economic uplift, local hiring, workforce development, and educational engagement; and

WHEREAS, the Project can be developed in a responsible and sustainable manner with respect to local communities and the environment; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. There shall be a range of community benefits and impact mitigations that will be provided by Developer as part of the CBA, and

2. There shall be an ongoing role for Coalition in the implementation and oversight of these benefits and mitigations, and

3. All requirements set forth below shall begin immediately upon the effective date of the CBA, unless otherwise specified herein.

ARTICLE 1

Section 1: Purpose

The purpose of this CBA for the Project is to provide for a concerted and coordinated effort on the part of the Coalition and the Developer, to maximize the economic and educational benefits of the project to Breathitt, Knott, Floyd, and Perry Counties and Coalition communities. Through this CBA, the parties to this agreement will generate a community benefits fund hosted by the Foundation for Appalachian Kentucky; generate job training and employment opportunities targeted to community residents in need of training and employment; generate solar grazing opportunities for local Sheep Managers; and generate other educational engagement and site visit programs targeted at local students.

Section 2: Definitions

As used in this Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Advisory Board” shall mean the group outlined in Article 2 below.

“Affected Counties” shall mean Breathitt, Knott, Floyd, and Perry Counties of Kentucky.

“Agreement” shall mean this Community Benefits Agreement.

“Appalachian Counties of Kentucky” shall mean the 54 Kentucky counties defined by the Appalachian Regional Commission.

“CAB” shall mean Community Advisory Board or “Advisory Board.”

“CBA” shall mean this Community Benefits Agreement.

“Coalition” shall mean the Breathitt County Community Foundation, the Knott County Community Foundation, the Perry County Community Foundation, the Floyd County Community Foundation, the

Southeast Kentucky Sheep Producers Association, LIUNA Local 189, the International Union of Operating Engineers Local 181, LIUNA Local 1445, Carpenters Local 472, and the Millwrights Local 1076. The Coalition members shall include only recognized community, labor and church-based groups, including unincorporated associations, which have proven histories of community, labor or spiritual service to the Coalition counties.

"Combined Hiring Policy" shall mean the program established under section 3.4 of this CBA designed to promote the hiring of Targeted Applicants by Project Contractors.

"Combined Hiring Working Group" shall mean the body established to negotiate and implement the Combined Hiring Policy established under section 3.4 of this CBA.

"Community Fund" shall mean the community benefits fund as described in section 3.5 of this CBA.

"Conservation Partners" shall mean organizations and people with an interest and/or expertise in protecting and improving Kentucky's natural resources.

"Contract Award Process" shall mean the process through which Project Contracts are awarded through RFPs, responsive bids and contract awards consistent with Kentucky statutes.

"Covered Employee" shall mean any individual employed on a full-time, part-time, temporary, or seasonal basis by any Covered Employer, to the extent of hours worked to perform Services.

"Covered Employer" shall mean: (i) any Service Contractor; or (ii) the Developer. The definition of "Covered Employer" shall include Developer or its successor with respect to the operation of a solar facility operated on the Project Site. The following entities shall not be considered Covered Employers: Businesses classified as tax-exempt under Internal Revenue Service Code, section 501(c)(3), to provide community-based social services, and whose highest paid officer earns a salary that, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.

“Covered Job” shall mean any job located on the Project Site except for jobs that pre-date the Project Labor Agreement.

“Carpenters Local 472” shall mean the Carpenters Local Union No. 472 of the Central Midwest Carpenters Union.

“Developer” shall mean the Developer signatory(ies) to this Agreement, STMO Bn, LLC, and any of their affiliates that are directly involved with the development of the Project inclusive of any person, firm, partnership, corporation, joint venture or other legal entity affiliated with the signatory(ies) to this Agreement, STMO Bn, LLC, collectively defined as “Developer.”

“Employer” shall mean a business or nonprofit corporation that conducts any portion of its operations on the Project Site. “Employer” includes but is not limited to tenants, contractors, and landowners conducting any portion of operations on the Project Site. “Employer” shall include the Developer.

“EPC” shall mean the Engineering, Procurement, and Construction company hired for the Project.

“FAKY” shall mean the Foundation for Appalachian Kentucky.

“Independent Third-Party Monitor” shall mean a company or person contracted to perform compliance monitoring on the project.

“KAEE” shall mean the Kentucky Association for Environmental Education.

“LIUNA Local 189” shall mean Laborers International Union of North America Local 189.

“LIUNA Local 1445” shall mean Laborers International Union of North America Local 1445.

“Local Vegetation Manager” shall mean the individual who coordinates with Sheep Managers to provide sheep for the purpose of grazing for vegetation management in accordance with the terms and subject to the conditions set forth in the relevant Statement of Work and Master Services Agreement as executed pursuant to section 3.1 of this Agreement.

“Millwrights Local 1076” shall mean Millwrights Local Union No. 1076 of the Central Midwest Carpenters Union.

“Party” or “Parties” shall mean any Signatories to this Agreement.

“Perry County Pathfinders” shall mean Pathfinders of Perry County, Inc., the non-profit citizen action group that promotes community well-being, engagement, outdoor recreation, and education in Perry County Kentucky.

“Project” shall mean any development in and around the Project Site, inclusive of projects undertaken by an entity other than the Developer but through an agreement with the Developer.

“Project Contract” shall mean a contract awarded by the Developer in furtherance of the Project within the Affected Counties and/or Surrounding Counties and pertaining to subcontracts of any level working under said awarded contract.

“Project Contractor” shall mean any entity awarded a Project Contract and subcontractors of any level working under a Project Contract. Project Contractor shall also include a Project Lessee.

“Project Lessee” shall mean any entity that leases or subleases any property owned by the Coalition and pertaining to the Project.

“Project Site” shall mean the approximately 7,000-acre site located on a former mine site approximately six miles east of Wendell H. Ford Airport at latitude 37°24'18.42" and longitude: 83° 6'42.86"W in portions of unincorporated Breathitt, Knott, and Perry Counties, Kentucky, as more particularly shown

on the site plan attached as Exhibit A, or any other sites owned, acquired, or leased by the Developer or its successors in the Affected Counties or Surrounding Counties.

“RFP” shall mean Request for Proposals.

“SEKSPA” shall mean Southeast Kentucky Sheep Producers Association

“Services” shall mean the following types of employment activities that are performed on-site or to benefit the Project:

1. Solar panel installation and maintenance.
2. Facility and building construction, maintenance, and operation;
3. Janitorial, custodial, and housekeeping;
4. Landscaping;
5. Laundry;
6. Parking services;
7. Pest control; and
8. Security services.

“Service Contract” shall mean any contract, subcontract, franchise agreement, or other agreement for provision of Services, with a term of more than 90 days including renewing agreements in which the combined term reaches 90 days (e.g., a renewing monthly agreement would be included once 90 days passes).

“Service Contractor” shall meany any entity that has entered into one or more Service Contracts with a combined annual value of payments in excess of $25,000. If any Service Contract is or will be performed through various subcontracts that in combination have a combined annual value in excess of $25,000, then any entity performing any such subcontract shall be deemed a Service Contractor.

"Sheep Manager" shall mean the individuals who provide sheep for the purpose of grazing for vegetation management in accordance with the terms and subject to the conditions set forth in the relevant Statement of Work and Master Services Agreement as covered by section 3.1 of this Agreement.

"Signatories" shall mean all members of the Coalition that are original signers of this CBA, or who sign this CBA subsequent to the original signer, and the Developer. There will be a commitment by each signatory to perform their duties in good faith and in a manner they reasonably believe to be in the best interest of their members; they will be prohibited from using their position of trust and confidence to further their private interest; and they will commit to perform their duties in accordance with applicable laws.

"Surrounding Counties" shall mean Clay, Harlan, Johnson, Lee, Leslie, Letcher, Magoffin, Martin, Pike, and Wolfe Counties of Kentucky.

"Targeted Job Applicants" shall mean those low-income, unemployed, or underemployed individuals, prioritized as outlined in section 3.4(B)(3) of this Agreement, who satisfy criteria to be defined later by the Combined Hiring Working Group, such as:

1. Used to work on Project Site when it was a mine;

2. Lives in a household with total income below Kentucky's median household income per the most recent publicly-accessible data from the United States Census Bureau;

3. Receives means-based public assistance (SNAP, KTAP, Medicaid, or SSI);

4. Has no high school diploma or GED;

5. Has a history of incarceration of one year or more;

6. Is a single parent or primary caregiver;

7. Has been unemployed for 6 months or more in the past 2 years;

8. Aged out of or emancipated from the foster care system in Kentucky;

9. Has limited English proficiency, defined as not able to complete basic job tasks in English without assistance;

10. Lacks reliable transportation, defined as no personal vehicle and living in a rural area more than 5 miles from substantial employment opportunities;

11. Lacks stable, affordable housing, defined as spending >30% of household income on housing or living in temporary or unstable housing;

12. Lives in a ZIP code in the EKY Runway Program service area, now including Bell, Breathitt, Floyd, Harlan, Johnson, Knott, Knox, Leslie, Letcher, Magoffin, Martin, Perry, and Pike counties,

that ranks in the top 25% of county unemployment based on the latest Kentucky Center for Statistics data; or

13. Satisfies any additional criteria identified by a future Coalition Disparity Study.

ARTICLE 2. COOPERATION GUIDELINES

Section 1: Community-Inclusive Approach

A. A community-inclusive approach to the design and implementation of the Plan is important for all Parties.

B. All members of the Parties shall utilize their area of interest or expertise to monitor the progress of the project.

C. Inclusive, Transparent Decision-Making

1. The Parties agree to use inclusive and transparent decision-making throughout the planning and construction stages of development.

2. The Parties shall work collectively to educate the Affected Counties and Residents about their options and to include them in the decision-making process by hosting a summit once every two months for all interested parties (i.e., the Affected Counties, community organizations, etc.) through the end of 2027 and annually thereafter.

    a. This meeting may take many formats, e.g., round table discussion, open forum/open house in various area locations.

    b. The primary purpose of these summits shall be to update and to discuss the development and construction of the Project, including, but not limited to:

        1. the design schedule and progress;

        2. construction schedule and progress;

        3. construction staging and potential community impacts;

        4. schedule for bids of trade contracts;

        5. opportunities for local participation;

        6. opportunities for employment of the Affected Counties and Residents;

7. information about individuals in the Affected Counties and Surrounding Counties and Residents who are members of the building trades;

8. business opportunities related to the project.

c. The meetings shall include a Zoom or comparable remote option for community members who cannot attend in person.

d. Each Party commits to attend these summits or to designate a member of their group to attend in their absence.

3. The Parties agree that the Coalition will be made aware of, and invited to attend, all meetings between the local governments and the Developer.

    a. This requirement shall become effective immediately upon execution of this CBA.
    b. All Coalition members will be invited to all additional meetings related to the project that are called.

4. Regarding the scheduling of all meetings concerning the Project, the Parties shall:

    a. Schedule such meetings to be held at reasonable times of the day as agreed upon by all Parties, with consideration made for community members that work during the day;

    b. Ensure that all meetings are recorded and documented and made available for all members to access; and

    c. Ensure that all meetings will be well advertised and, where available, have a Zoom or comparable remote option for the community.

5. The Parties agree that members of the Coalition, including community organizations, and external partners, will be given the opportunity to voice their concerns and opinions at all of the above-described meetings. Time will be allotted at each meeting for this purpose and added to the agenda.

6. All records of funding for projects related to the Project planning and all stages of development will be made available to any Party upon request.

Section 2: Public Participation

A. Advisory Board – Composition. The Community Advisory Board will be comprised of the following seven members:

1. Two (2) representatives from Developer;
2. Four (4) representatives of the Coalition, one from each Affected County;
3. One (1) representative of the "Combined Hiring Working Group."

B. Advisory Board – Responsibilities. The CAB shall monitor the implementation of this Agreement and the Parties' compliance with its various provisions. The CAB shall make recommendations to the Parties as needed to fulfill their obligations under this Agreement. In the event of a dispute between the Parties, the CAB may serve as an initial forum for conflict resolution. The CAB shall also provide a forum for public comments about the Project and this CBA.

C. The Developer shall:

1. Make available to the CAB all plans and specifications relating to Project and Project Site design, construction, and operation for the CAB to review and comment.

2. Timely share data and resources relating to the implementation of this Agreement to the CAB when requested.

3. Consider all suggestions timely made by the CAB and shall incorporate into the Site plans and specifications any suggestions which the Developer may in its sole discretion deem advisable.

4. Allow CAB to retain experts or consultants.

5. Pay for all expenses of the CAB.

6. Ensure that projects meet agreed upon standards and values to benefit underrepresented communities.

D. Advisory Board – Site Access. Advisory Board representatives shall have the right to:

1. Enter the site, related structures and surrounding property with every effort made by the Developer to give access as soon as possible and that such time is not to exceed four (4) hours from receipt of notice by the Developer. Such periodic inspections of the Site will take place to observe the operation and maintenance of the Site to determine compliance with all conditions and requirements imposed by this Agreement and all Federal and Kentucky regulatory agencies.

2. Have access to and copies of all environmental records pertaining to the operation of the Project Site which are required to be kept by all governmental and regulatory agencies.

3. Inspect any equipment, operation, or methods required in this Agreement, at reasonable times upon four (4) hours prior notice to the Developer, provided that such inspections do not interfere with normal operations.

E. Community Workshops for Funding Decisions. The CAB will convene at least two public community workshops to receive recommendations from the public, and then refine those recommendations, for programs serving Community to be funded by Developer in connection with the proposed project.

F. Rights of Advisory Boards. The rights of the CAB shall include, but are not limited to, the following: the right to establish standing agenda items and raise new agenda items; right to access all information; right to conduct citizen sampling and observe all scheduled Developer sampling and monitoring events; right to call emergency meetings of the CAB with 72-hours' notice; right with the consent of the majority of CAB members to invite other representatives of the local community and/or Kentucky or federal administrative agencies to CAB meetings and to provide them an opportunity to be heard; and the right to enter Project premises and inspect Project facilities after giving proper notice to Developer.

G. Transparency. The CAB shall meet at least quarterly. All CAB meetings will be open to the public. Meetings will be well advertised. A Zoom or comparable remote option will be provided for community members who cannot attend in person. Developer will post minutes from each CAB meeting to a publicly-accessible website.

H. Citizen Advisory Committee. To assist with implementation of this CBA, the CAB may, at its discretion, establish a working group known as the Citizen Advisory Committee ("CAC"). The CAC may include community members who are not CAB representatives.

Section 3: Oversight Committee

A. Monitoring Oversight Committee. Developer shall form an internal Monitoring Oversight Committee ("MOC"), which shall consist of three (3) persons selected by Developer. In the alternative, the Developer can use a qualified Independent Third-Party Monitor ("ITPM"). Once per quarter, the MOC or ITPM shall meet with the CAB, to report on the progress of the compliance with all CBA terms with a particular focus on the Community Fund, Good Jobs and Hiring Program, Solar Grazing Program, and Educational Engagement and Site Visit Program. The MOC or ITPM may meet with the CAB at more regular intervals, if needed.

B. Monitoring by MOC or ITPM. Developer will ensure that all aspects of this CBA are effectively monitored by either the MOC or by an ITPM, or both. Any member of the public may register a complaint with the MOC or the ITPM alleging any party's failure to comply with the terms of this CBA. Upon receipt of such complaints the MOC or the ITPM shall investigate the complaint and determine

whether there has been a violation. Summaries of all complaints, investigations, and determinations shall be available to Coalition and the Developer, upon request. The MOC or ITPM shall provide monthly written reports to Coalition and CAB concerning Developer's compliance with the requirements of this CBA, reported violations of the terms of this CBA, investigations of such reports and their final determinations. The Report shall include quantifiable metrics to track CBA compliance (i.e. amount of money donated to Community Fund, number of local hires, number of students that toured the Project Site, etc.). The Report shall also include any stakeholder or public questions or concerns that arose during the reporting period and detail how those questions or concerns were or plan to be resolved. Developer shall require entities subject to the requirements of this CBA to provide records to the MOC or ITPM, sufficient to conduct investigations and make determinations concerning reported violations of this CBA. For the term of this CBA, Developer shall maintain a cumulative and standardized reporting mechanism tracking its compliance with CBA terms and the date and results of all complaint investigations by CBA Section. Developer shall maintain a publicly-accessible webpage, updated at least quarterly, tracking its compliance with CBA terms. The webpage shall include its full report as provided to the Coalition and CAB as well as a summary at a sixth-grade reading level.

C. **Community PACT.** Developer shall also track CBA compliance through Solar Steward's Community PACT tool. Developer shall update Community PACT at least quarterly. Developer shall bear all costs of tracking CBA progress through the Community PACT tool. If the Community PACT tool becomes permanently unavailable, Developer's obligations to track CBA progress through Community PACT shall terminate. Developer's other reporting requirements as established by section 2.3(B) and other provisions of this Agreement shall remain in effect.

D. **Selection of Independent Third-Party Monitor.** If all monitoring is not performed by the MOC, then Coalition shall complete a Contract Award Process for selection of the Independent Third-Party Monitor, who shall perform all or part of the monitoring not performed by MOC, and shall consult with the Coalition in preparation of an RFP for use in the selection process. In any case, Coalition will contract with and utilize the services of an ITPM through the final development of the Project to assist with the monitoring effort. Developer will pay any costs incurred by the Coalition hiring an ITPM in accordance with this provision.

ARTICLE 3: COMMUNITY BENEFITS

Section 1: Solar Grazing

A. Developer shall collaborate with SEKSPA to identify a qualified Local Vegetation Manager from the four (4) Affected Counties. Developer shall enter into a contractual agreement with the Local Vegetation Manager to conduct grazing management on the Project. All Sheep Managers hired under this grazing management contract shall reside in the fifty-four (54) Appalachian Counties of Kentucky, with priority to the four (4) Affected Counties.

B. Developer agrees to fund and implement the SEKSPA Pilot Project (see Exhibit B) on the project property, prior to submitting the application for phase 2 of the Project to the Kentucky Public Service Commission.

C. All solar grazing agreements implemented under this section shall include both a Master Services Agreement and Statement of Work functionally identical to those provided in the template created by the American Solar Grazing Association (see Exhibit C).

D. Developer agrees to provide an accessible fifty (50) amp RV plug in on the project for Sheep Managers to stay overnight on the Project Site.

E. Developer agrees that SEKSPA and the Local Vegetation Manager must approve all pollinator seed mixes and grazing seed mixes on the Project Site.

Section 2: Educational Engagement and Site Visit Program

Developer shall coordinate with the KAEE Green Careers Program to provide annual site visit opportunities for students. The visits will build energy literacy by highlighting utility-scale solar development, brownfield reclamation, and renewable energy career pathways. Developer shall collaborate with local partners, including Perry County Pathfinders, to ensure meaningful participation by students from Breathitt, Knott, Floyd, and Perry Counties. Developer shall fund transportation for students and necessary school staff from the Affected Counties to and from the Project Site. Developer shall make a quarterly report to the CAB detailing its educational engagement and site visit efforts.

Section 3: Flood Risk Reduction and Stormwater Management

A. Developer will collaborate with Coalition, Conservation Partners, and subject matter experts to share hydrological modeling and other non-commercially sensitive relevant data for research purposes.

B. Developer shall also integrate native plants and stormwater management on the Project Site with input from the Community Advisory Board, in consultation with state and local Conservation Partners and environmental groups.

C. Developer commits to using mine land-specific infiltration rates and soils data to establish a baseline stormwater run-off model for the site post-construction. Developer commits to working with stakeholders to support the flood risk reduction efforts outlined above by providing data and a staff Point of Contact to the CAB.

D. If mitigation measures are necessary, Developer will work with Coalition, Conservation Partners, and associated research partners to design and implement stormwater mitigation strategies (e.g., weep berms) that do not conflict with local and regional regulations to ensure post-construction site design does not result in increased flood risk to adjacent communities compared to base case (pre-construction).

Section 4: Good Jobs and Hiring

A. **Purpose.** The purpose of this section is to facilitate the employment of Targeted Job Applicants in the Project. The Parties hope these provisions will benefit both the community and Project employers. The Combined Hiring Policy and Project Labor Agreement established under this section shall apply to all Covered Jobs, Covered Employers, and Covered Employees.

B. Combined Hiring Policy.

1. **Development.** Developer shall establish a Combined Hiring Working Group with the Coalition and relevant state and local workforce partners. The Combined Hiring Working Group shall negotiate and execute a Combined Hiring Policy to ensure residents living nearest to the Project are prioritized for training and employment opportunities. It is a goal that the Combined Hiring Policy contemplated herein will benefit Project employers by providing a local pool of qualified job applicants.

2. **Coverage.** The Combined Hiring Working Group shall determine the exact scope and applicability of the Combined Hiring Policy. At a minimum, the Combined Hiring Policy shall apply to all construction and craft work on the Project site. It shall apply to all Project phases over the course of the Project's lifetime.

3. **Priorities.** The Combined Hiring Policy should prioritize Project job applicants in the following order:

    a. First Priority: Individuals formerly employed at Project Site.

    b. Second Priority: Individuals living in Affected Counties.

    c. Third Priority: Individuals living in Surrounding Counties.

    d. Fourth Priority: Individuals living in the Appalachian Counties of Kentucky.

    e. Fifth Priority: Individuals living in the state of Kentucky.

    f. Sixth priority: Individuals who have previously lived in the state of Kentucky.

4. **Contents.** The Combined Hiring Policy shall:

    a. Guarantee that all Project employers, including contractors and subcontractors, comply with the Combined Hiring Policy and use any referral systems created therein for initial recruitment if so required.

    b. Include measurable hiring targets to be determined by the Combined Hiring Working Group and means to track and report progress towards meeting those targets.

    c. Provide early outreach, training, and application assistance to local residents to prepare them for available positions.

5. **Conflicts.** In the event of a conflict between the Combined Hiring Policy or this Agreement with the established union hiring procedures, union hiring procedures shall control.

6. **Monitoring.** The CAB shall monitor the implementation of the Combined Hiring Policy and Project Employers' efforts to comply with its requirements. The Combined Hiring Working Group shall make quarterly progress reports to the CAB detailing the implementation of the Combined Hiring Policy. These reports shall include hiring data for the reporting period including the county where each new hire resides and their starting salary or wages.

7. **Incorporation.** Once executed, the Combined Hiring Policy shall be incorporated into this Agreement as an appendix.

C. **Project Labor Agreement.** Developer agrees to mandate that the Engineering, Procurement, and Construction ("EPC") company on this Project execute a Project Labor Agreement ("PLA") under either the Tri-Trade Solar Agreement (see Exhibit D) or the National Maintenance Agreement (see Exhibit E) to ensure that wages, benefits, training access, and working conditions on the Project meet high industry standards and that local workers are afforded a fair path into construction careers. All contractors are eligible to work on Covered Jobs, so long as they agree to abide by the requirements of the PLA and the Combined Hiring Policy. The EPC company shall coordinate with the Tri-State Building & Construction Trades Council if executing a PLA under the National Maintenance Agreement.

Section 5: Developer Funding Categories

A. The Developer agrees to fund a Community Fund under the control of FAKY. Whenever it issues grants using the Community Fund, FAKY will issue a public statement stating that the funds come from the Developer as a result of this CBA and detailing the purpose of the grant.

B. Developer shall make a $5,250,000 upfront payment. For each additional megawatt Developer installs on the Project Site beyond the initial 210-megawatt phase, Developer shall pay, at minimum, $25,000 upfront, adjusted for inflation using 2026 as the base year, due at the time each additional megawatt is interconnected. All inflation calculations shall be made using the Consumer Price Index for All Urban Consumers: All Items in U.S. City Average as calculated by the United States Bureau of Labor Statistics.

C. FAKY and Community Fund grantees may, at their discretion, use the Community Fund to fund projects and programs focused on benefits to the Affected Counties, Surrounding Counties, and the State of Kentucky, in categories including but not limited to the following:

1. Providing relief from high energy costs to low-income households;
2. Funding disaster relief and recovery efforts;
3. Supporting environmental restoration and climate resiliency efforts;
4. Funding local agriculture programs;
5. Providing community education opportunities;
6. Promoting the health, welfare, well-being, and economic livelihood of local communities; and
7. Serving other needs as defined by the Coalition and its member organizations.

D. **Acceleration.** In the event of Project termination as described in section 5.3 of this Agreement, the Coalition may declare immediately due and payable the unpaid balance of Community Fund payments owed by the Developer or its successors.

ARTICLE 4: COALITION SUPPORT OBLIGATIONS; CONSIDERATION

Coalition acknowledges the importance of Developer's Project to the economic, social, and environmental future of the Affected Counties, Surrounding Counties, and the state of Kentucky. As consideration for the commitments made by Developer under Agreement, Coalition agrees to the following:

A. Non-Opposition. Neither the Coalition nor its member organizations, nor agents on their behalf, shall engage in public opposition to the permitting, development, or reasonable operation of the Project. This includes any legal actions or appeals for any permits issued to the Developer in furtherance of the Project. Neither the Coalition nor its member organizations, nor agents on their behalf, shall lobby the Developer's present or potential customers to cease doing business with the Developer.

B. Good Faith Engagement. If Coalition or its member organizations identify concerns or potential violations of this Agreement, they will first seek to resolve these matters directly with Developer through the conflict resolution process established in Article 5 of this Agreement before pursuing any public action.

C. Mutual Accountability. The Coalition's commitments under this Article are expressly contingent upon Developer's ongoing compliance with this Agreement.

ARTICLE 5: CONFLICT RESOLUTION

Section 1: Conflict Resolution

A. The Parties agree that decisions about the Plan must be approved by the Parties, in the manner set forth in this CBA.

1. All decisions regarding components of the Plan require agreement among the Parties.

2. If there is any disagreement among the Parties resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, short of default, the Parties shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation with the community's best interests in mind. Developer will pay for the services of a neutral third-party mediator if mediation is requested by any party.

3. If agreement is not reached, the Parties shall submit the question to an arbitrator.

B. In case of irreconcilable conflict between the Parties resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, short of default, the issue shall be referred to a neutral arbitrator to make a determination on the matter at issue.

    1. Arbitration Procedures. Arbitration shall be conducted in Hazard, Kentucky, or another location mutually agreeable to the Parties, under the rules of the American Arbitration Association. Each Party reserves the right to reject any potential arbitrator employed by or affiliated with a competing organization or entity. Any such arbitration shall include a written record of the arbitration hearing.

    2. In arbitration proceedings initiated under this Section, the arbitrator shall have the power only to make a finding on an issue referred under this Section and shall not have the power to order any relief. Any such findings shall be in writing and shall provide an explanation for all conclusions of law and fact.

    3. The Developer shall pay the costs of the arbitrator. Each Party shall bear its own fees and other costs.

C. In the event of a conflict between this section and a PLA or union collective bargaining agreement, the relevant PLA or collective bargaining agreement will control.

Section 2: Enforcement

A. Enforcement Steps.

1. Default: Failure of any party to perform or comply with any term of provision of this agreement, if not cured, shall constitute default under this agreement.

2. Sixty-Day Right to Cure: If either party believes that the other party is in default of this Agreement, it shall provide notice, an offer to meet and confer in a good-faith effort to resolve the issue and 60 days to cure the alleged default, commencing at the time of the notice. The notice shall specify the nature of the alleged default and the manner in which the alleged default can be cured.

3. Implementation Meetings and Mediation: Before or during the 60-day right-to-cure period, the parties may attempt to resolve any alleged default at any regularly scheduled implementation meetings, or in mediation requested by either party. Developer will pay for the services of a

neutral third-party mediator if mediation is requested by either party.

4. Remedies: In the event that another party is allegedly in default under this Agreement, then the party alleging default may choose to pursue remedies listed below. Such remedies can only be pursued after the 60-day right-to-cure period, except where the alleged default may result in irreparable injury.

    a. **Remedy 1:** Binding Arbitration. A Party may pursue binding arbitration to enforce any term of this Agreement that has been breached. A Party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable injunctive relief, temporary or permanent, requiring the defaulting party to comply with the Agreement.

        i. Arbitration Procedures. Arbitration shall be conducted in Hazard, Kentucky, or another location mutually agreeable to the Parties, under the rules of the American Arbitration Association. Each Party reserves the right to reject any potential arbitrator employed by or affiliated with a competing organization or entity. Any such arbitration shall include a written record of the arbitration hearing.

        ii. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact.

        iii. The Developer shall pay the costs of the arbitrator. Each Party shall bear its own fees and other costs.

        iv. An award of arbitration may be confirmed in a court of competent jurisdiction.

    b. **Remedy 2:** Relief in Case of Irreparable Injury. The Party shall be entitled to institute legal proceedings to enforce the specific performance of this Agreement by that other Party.

        i. Attorney's Fees. If Coalition or one of its constituent organizations files a legal action against Developer, and a court finds Developer is in default, then the party bringing the suit shall be entitled to attorney's fees and attribution costs from Developer.

B. In the event of a conflict between this section and a PLA or union collective bargaining agreement, the relevant PLA or collective bargaining agreement will control.

Section 3: Termination

A. This Agreement shall terminate upon full cessation of operation and/or decommissioning of Project, unless otherwise terminated by the written agreement of the Parties hereto.

B. **Force Majeure.** Developer may terminate this Agreement and have no further obligations or liability hereunder except with respect to decommissioning, in the event that it fails to commence construction, complete construction or reach commercial operation as a result of, directly or indirectly, circumstances beyond its reasonable control, including, without limitation: commercial feasibility; added costs to the Project; environmental issues; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; acts of civil or military authority; governmental, or judicial or legislative actions or inactions; or inability to obtain labor, material, equipment or transportation.

ARTICLE 6: AMENDMENTS

A. Parties agree to collaborate in good faith to evaluate, negotiate, and implement amendments to this Agreement over the course of this Project's lifetime.

B. Each time the Parties amend this Agreement, they shall issue a joint public report explaining the amendment and why it is necessary. Any such reports must be drafted such that a layperson can readily comprehend the amendment's significance. The Developer shall maintain these reports on a publicly-accessible webpage.

C. Before Developer submits each application for future Project phases to the Kentucky Public Service Commission for approval, the Parties shall meet to evaluate possible amendments to this Agreement. The Parties shall implement such amendments when warranted to fulfill this Agreement's purpose. If the Parties decline to amend this Agreement, they shall issue a joint public report explaining why no amendments are necessary.

D. This Agreement—with amendments when warranted—shall remain in effect and apply to all Project phases until termination per section 5.3. The Parties do not need to negotiate an entirely new community benefits agreement for each Project phase.

ARTICLE 7: GENERAL TERMS

A. **Recitals True and Correct.** The Parties agree that the recitals contained herein are true and correct.

B. **Mutual Consideration.** The respective parties' commitments to abide by the terms of the Agreement constitute the required mutual consideration.

C. **Successors, Assigns, and Agents.** This Agreement shall bind and inure to the benefit of the agents, assigns, and successors in interest (whether direct or indirect, by purchase, merger, consolidation or otherwise) of each Party; as applicable, each Party will notify its agents, assigns, and successors in interest of the existence of this Agreement. Any reference in this Agreement to a Party shall be deemed to include any agents, assigns, and successors-in-interest of the Party, with respect to rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.

D. **Agreement Lawful and Legally Enforceable.** All Parties to this Agreement understand and agree that it is lawful, enforceable, and binding on all Parties; agree to waive any potential challenges to the enforceability of the Agreement; and agree not to affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action, or other proceeding such as arbitration or mediation. The Coalition expressly represents that it enters into this Agreement on its own behalf, and on behalf of each of its constituent entities and persons, and that they are bound by the terms of this Agreement.

E. **Headings Not Limiting.** Section and subsection headings herein are included for convenience only and shall not deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any section or subsection herein.

F. **Terms of Agreement.** The Agreement shall be operative from the date of its approval by the parties. This Agreement does not create any rights or obligations in any person or entity not a party to this Agreement, except as otherwise expressly provided in this Agreement, and is not intended to create third-party beneficiary rights in any person or entity.

G. **Applicable Law.** The terms of this Agreement shall be construed under Kentucky law.

H. **Severability; Entire Agreement.** Should a Court declare any term of this Agreement illegal or unenforceable, it shall have no legal effect on the validity of any other term or the balance of this Agreement. This Agreement contains the sole and entire agreement among the Parties with respect to this subject matter and supersedes any and all other prior written or oral agreements among them with respect to such subject matter.

I. **No Third-Party Rights.** Nothing in this Agreement shall be construed to create any third-party rights

or benefits under any existing or presently contemplated agreement between the Developer or any of their respective affiliates, and state or local government entities related to the Project and Project Site. In addition, nothing in this Agreement shall be construed to limit, modify, alter, amend or create any rights or obligations under any existing or presently contemplated Project Agreements. The intent of this paragraph is not to alter any rights previously created between the Parties pursuant to this Agreement.

J. **Right to Public Comments.** Coalition and each Member Organization retain the right to make public comments regarding project approvals suggesting changes in aspects of the document and approval terms being considered, so long as such comments are consistent with the letter and spirit of the provisions of this agreement. Coalition agrees that before making such public comments, they shall use their best efforts to address the issues in question with Developer. CAB will create a process for managing dissention, conflicting opinions internally and managing public comments.

K. **Successors, Assigns, and Agents.** This Agreement shall bind and inure to the benefit of the agents, assigns, and successors in interest of each party; as applicable, each Party will notify its agents, assigns, and successors in interest of the existence of this Agreement. Any reference in this Agreement to a Party shall be deemed to include any agents, assigns, and successors-in-interest of the Party, with respect to rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.

[REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

STMO Bn, LLC

By: _____

Name: _____

Title: _____

Date: _____

Starfire Community Coalition

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A: Site Plan

Exhibit B: SEKSPA Pilot Project Proposal

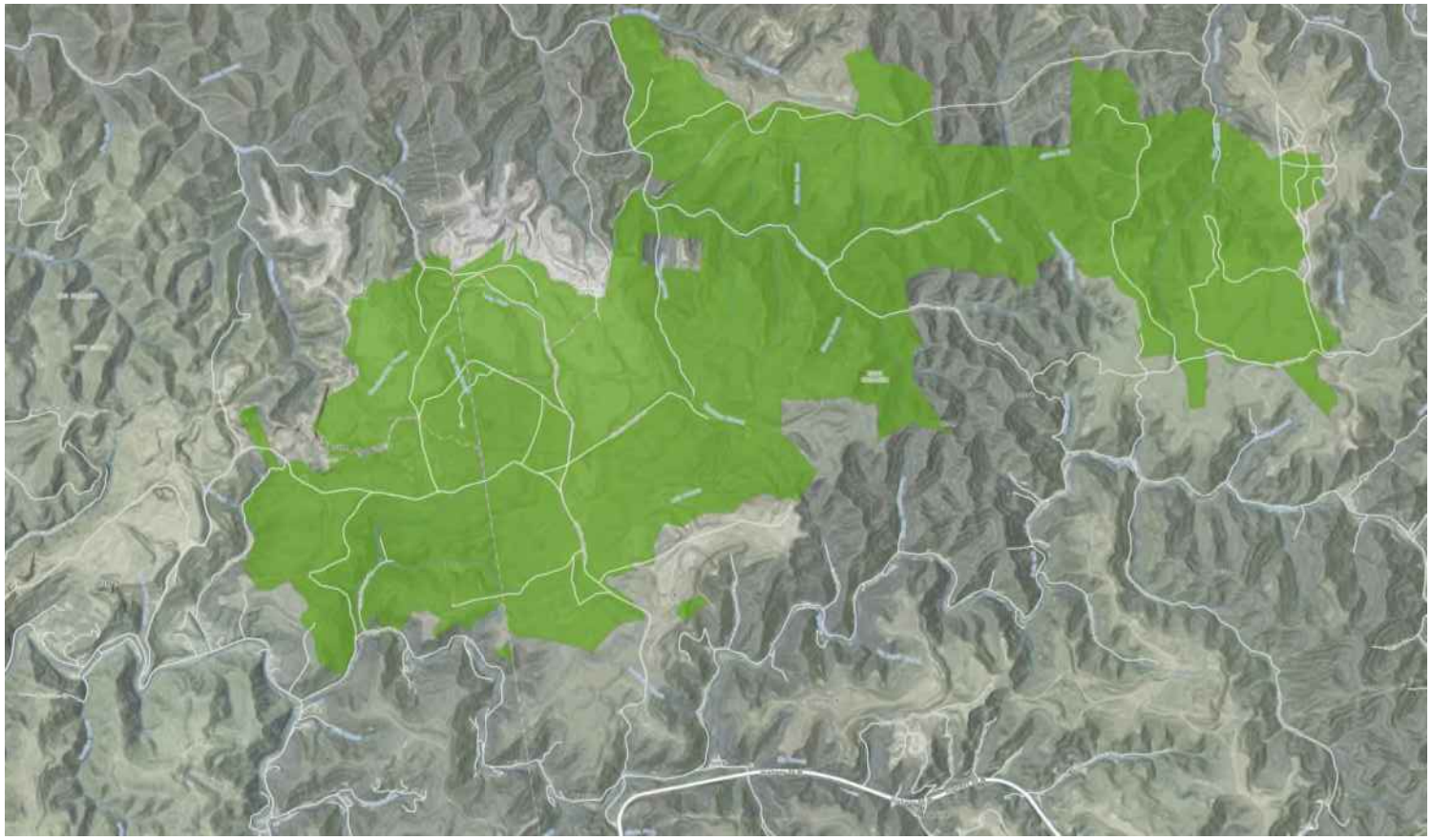
Exhibit C: American Solar Grazing Association's Template

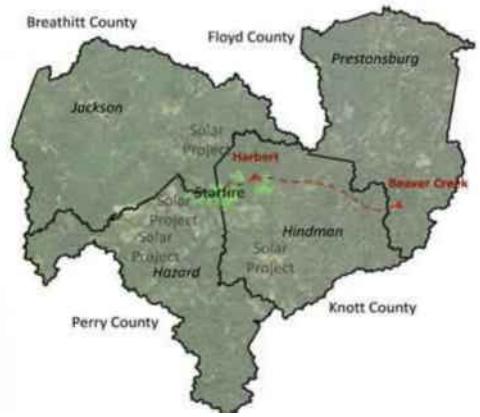
Exhibit D: National Tri-Trade Solar Agreement

Exhibit E: National Maintenance Agreement

EXHIBIT A: SITE PLAN

~2,000 of 7,000 Acres of Participating Property across 3 landowners will be utilized for a 210MWac project





Participating Landowner

EXHIBIT B: SEKSPA PILOT PROJECT PROPOSAL

Pilot Project Proposal

Vegetation Management with Sheep under the BrightNight Solar Panels on Star Fire

Introduction

The Southeast Kentucky Sheep Producers Association (SEKSPA) is submitting this proposal to carry out a pilot project with BrightNight at the Star Fire Surface Mine Complex. The pilot initiative will furnish BrightNight with essential data to comprehend and address the unique challenges associated with vegetation management beneath the future solar panels planned for construction at Star Fire.

SEKSPA offers to provide the following project deliverables: (1) management and oversite of the project from start to end; (2) vetting of a local shepherd(s) with a regionally sourced flock of sheep of appropriate size; (3) technical support to all partners during the life of the project; (4) coordination of university researchers and tech transfer of research data; (5) partnering with BrightNight on a public relations campaign involving the environmental, social and economic advantages of agrivoltaics on Star Fire; and, (6) periodic reporting to BrightNight on progress being made to advance best management practices for controlling vegetation with sheep on reclaimed surface mines. In addition, SEKSPA will provide our portable Sydel Sheep Handling equipment to facilitate the project.

Who is SEKSPA?

SEKSPA is a 501(c)(3) that assists sheep farm families in the 54 Appalachian counties of Kentucky. Our focus is to increase sheep production, improve the genetics of those sheep, and promote locally sourced lamb consumption in eastern, southeastern and southcentral Kentucky and beyond. Working with the University of Kentucky Extension Service and a multitude of other partners, SEKSPA serves as a resource for information and education for producers, consumers, and the sheep and wool industry in our region. We are the largest and most active sheep association in Kentucky with over 860 members and supporters.

SEKSPA began investigating large-scale, open-range grazing of sheep on reclaimed surface mines in 2020 in partnership with researchers and extension agents with the University of Kentucky, Kentucky State University, and Morehead State University. In 2023 we conducted a successful six-month 'proof of concept' field trial where 500 sheep were grazed on a 3,500-acre reclaimed surface mine in Perry County, Kentucky. The project was conducted under the constant oversight of a full-time, on-site herder and advised by SEKSPA. Morehead State University and University of Kentucky researchers gathered production data over the duration of the project. The following is a summation:

- Lambs had an average weight gain of 16.0 pounds from project start to the end

- Ewes had an average weight gain of 10.9 pounds, Body Condition Score improved or stayed the same for 92%
- 48 Lambs were born on site
- Parasite load was improved for 91% of the sheep

Key results/confirmations:

1. Adequate water resources for sheep production were secured through the implementation of rainwater conservation practices.
2. Forage stocks were more than sufficient to sustain the flock
3. Guardian dogs were an effective means to prevent predation and protect the flock
4. The health of the flock was effectively maintained.
5. Invasive plant populations were notably reduced on the grazing land

Our field work and research have resulted in a SEKSPA initiative to promote and advocate for the wide-spread use of the estimated 675,000 acres of hay/pasture post-mining land use in Kentucky for grazing by small ruminants. As a member of the American Solar Grazing Association, SEKSPA is also conducting tech transfer and outreach to our membership to educate and inform them on solar grazing practices and opportunities.

Sheep numbers in Kentucky have grown 7.1% since 2023 and 21% since 2021, and most of that growth has occurred in the 54 Appalachian counties of eastern, southeastern, and southcentral Kentucky due to SEKSPA's outreach and tech transfer. To tap into the huge demand for high-quality lamb meat by the ethnic markets in the northeastern states, SEKSPA is working with partners to construct a USDA inspected, Halal certified slaughter/processing facility in London Kentucky. The facility will process 150 lambs per week and that is expected to be a game changer for the economics and marketing of lambs in our region. We are hopeful that the use of sheep on the Starfire Solar Project will contribute to the lambs going to the future slaughter/processing facility and be a model for continued growth of large-scale, open-range and fenced sheep grazing operations on reclaimed surface mines in the coal fields of eastern Kentucky.

Proposal for a Pilot Project

Although SEKSPA and our partners have considerable experience in grazing sheep on reclaimed surface mines, such sites have a wide variability in terms of micro-topography, rockiness, soil texture, fertility, vegetation, etc. It is unknown at this point whether vegetation management on the Starfire site will be a 'mowing-with-less-grazing' or a 'grazing-with-less-mowing' situation. Furthermore, livestock management within the confines of a large perimeter fence erected on a reclaimed mine site presents unique challenges. The Starfire mine complex has stones and large rocks on and below the surface that have the potential to be an impediment for mowing and would certainly be a liability for damage to solar equipment during mowing. Therefore, it is advisable for BrightNight (BN) to conduct a two-year or three-year pilot project in partnership

with SEKSPA and an on-site manager/shepherd to determine procedures, protocols and capacity for the livestock and vegetation. The pilot project will serve as an experimental initiative to assess both its challenges and achievements prior to the installation of solar panels. This approach enables the development of a well-optimized and reliable model for vegetation and livestock management following the completion of the installation.

The Manager/Shepherd of the Pilot Project

The Pilot Project will need a full-time, on-site manager/shepherd (MS). The MS should possess extensive experience and expertise in livestock management and pasture stewardship, as well as a thorough understanding of local environmental challenges. The necessity of constant vigilance for the safety of the sheep against predators dictates that the MS should reside in the immediate vicinity (Perry, Breathitt, Knott, Floyd County) of the Starfire Pilot Project. The MS will provide the sheep and guard dogs and manage them daily. The MS should supervise the installation of the infrastructure of the pilot project and will maintain it once it is completed. His/her primary job will be to manage the grass to the specified height (12-inches or less). A contractual agreement will need to be entered into between BN and the MS to provide the necessary management of the pilot project, address liability issues, provide mobilization support and serve as a prototype template for a possible future lease agreement when construction of the solar panels are completed. ASGA provides a 'Sheep Grazing Master Services Agreement' that can serve as the template for the agreement between BN and the MS. SEKSPA offers to provide vetting and oversight of the MS and the pilot project. Sheep farms in the mountain counties of Kentucky (Perry, Breathitt, Knott, Floyd, etc.) are numerous but small (25 sheep or less). Therefore, mobilization support for the acquisition of the number of sheep required should be provided by BN.

Fencing and Corrals for the Pilot Project

Appropriate fencing would need to be installed by BN on the peripheral area of an array of solar panels to contain the sheep and guard dogs and to keep predators out. The standard wire fencing for sheep in our region is 'Sheep and Goat' high-tensile, box-wire fencing (330 ft. x 48 in.). The openings in the welded wire are 4 in. x 4 in. from top to bottom. The wire is supported by 6- to 8-inch diameter treated wood posts set 24-foot apart with two metal T-posts in between at 8-foot intervals. One strand of barbed wire is typically installed on the outside and at the very bottom of the perimeter fence, not more than 3- or 4-inches above the ground, to deter predators and digging animals. A strand of barbed wire is likewise installed at the top to discourage feral horses, cattle, and elk from rubbing the top of the fence. Red Brand, Stay-Tuff, Moto, Groucho are brands of fencing wire readily available and commonly used in our region. Material and installation costs vary widely depending on terrain and soil conditions but is typically estimated for mine soils at $1.50 to $2.00 per linear foot of fencing. A perimeter fence built to these specifications and maintained properly would be functional for 30-40 years. Once the permanent fence is constructed, the MS will be responsible for maintaining it during the life of the Pilot Project. Rotational grazing of sheep from one paddock to another is a standard

practice to assist in the control of internal parasites. Rotating the sheep inside the array of panels would be facilitated by temporary, electrified (solar box or battery) woven netting provided by the MS. Premier 1 Polynet brand is most often used by shepherds for easily moved cross fencing. A permanent corralling facility made of the same woven wire perimeter fence and a load-out structure would need to be provided by BN for each permanent enclosure that is fenced for sheep. BN will also be required to supply a sufficiently large structure to store mowers, mowing equipment, feed, and sheep mineral. Access to a 50-amp electrical hookup for an RV will need to be provided.

Water for the Sheep in the Pilot Project

Abundant, clean drinking water is essential for sheep. The nature of the mine soils and topography on the Starfire complex is such that the construction of water holding ponds and catchment basins is likely to be cost prohibitive and ineffective for watering a large flock of sheep. Instead, strategically installed rainwater harvesting structures would need to be provided by BN. A complicated system is not needed for harvesting rainwater. A basic design consists of a catchment area (tin roof on a simple wooden structure), distribution line, storage, and a watering device for the sheep. Optimization of the system is accomplished by matching the size of the system to livestock water demand. Depending on terrain, the harvesting structures would need to be located no farther than 500 feet apart. The University of Kentucky's Biosystems and Agricultural Engineering Department provides extension publications, materials, and Microsoft Excel spreadsheets/workbooks for download to aid in sizing rainwater harvesting for sheep production systems. Once the rainwater harvesting structures are constructed, the MS will be responsible for maintaining them during the life of the Pilot Project. During extended periods of droughts when rainwater is insufficient, the MS will be responsible for hauling water from available water sources.

Pilot Project Size and Stocking Rate

A section of reclaimed land between 50- and 100-acres would be appropriate to fence off and use for a pilot project on the Starfire property. If possible, the pilot project should be located on an area where solar panels are planned to be built in the future or at least built to a comparable size of the footprint of future solar panels. The recommended stocking rate for sheep on good pastures supported by fertile, native soils is 5 ewes plus their lambs per acre. Based on the experience of SEKSPA partners, we estimate that typical reclaimed mine land in the Perry, Breathitt and Knott County area would support between 2.5 to 3 sheep per acre. During the pilot project, we have the potential to learn how the stocking rate should be adjusted up or down according to a variety of reasons including seasonal growth, adjustments in vegetation height, parasite load in the sheep, etc. The maturity of the vegetative growth will be a big factor in the stocking rate. Fresh mine soils typically have adequate levels of potassium and phosphorous to support germination and growth of the grasses and legumes used in the reclamation process. Nitrogen and organic matter are lacking in fresh mine soils until vegetation is established. Starfire is an older mine complex with mine soil that has built up fertility over the

years. However, the slate may be wiped clean regarding the fertility of the growth medium when site preparation commences for the construction of the solar panels. The stocking rate on newly established vegetation inside an array of solar panels on Starfire will have to be closely monitored. The Pilot Project vegetation should be representative of the forages available to the sheep once the panels are constructed and the vegetation under them is well established.

Seed Mixes for the Pilot Project

When proper grazing management is employed, sheep can control invasive, exotic vegetative species and native grasses and legumes can be established. The chemistry and fertility of the mine soils on Starfire are typically conducive to good vegetative growth. Native forages will be established in disturbed areas to replace the non-native species that inhabit the grazing areas. SEKSPA will propose a seed mixture specifically formulated to meet the distinct nutritional requirements of sheep, while ensuring a low-growing, easily maintained, and sustainable vegetation solution for the solar installation. Experts from the Cornell University Sheep Program reviewed and selected the plant species for the mix based on how appealing they are to sheep. Including a variety of grasses and flowering plants also supports ecology by offering pollen and nectar for honeybees, native pollinators, birds, and other wildlife.

Timing of the Pilot Project

As soon as the proposed fencing, rainwater harvesting structures and corral/loadout system are completed, grazing with an appropriately sized flock of sheep commences under the watchful eye of the MS. Throughout the two or three years that the project lasts, SEKSPA will support and guide all partners to ensure the implementation of optimal management practices, such as evaluating and supervising the MS. After the first year, BrightNight will have the option to determine when the pilot project can transition into a permanent operation under constructed solar panels.

Grazing Plan for the Sheep

In February and March of the first year of grazing, management of the existing vegetation will need to commence with the mowing of the *Sericea lespedeza*. In the absence of proper management, this species of legume grows to waist height, becomes woody and is unpalatable to livestock. By mowing it and the other grasses and legumes with a tractor and bushhog at this time of year, it will flush back in late March and early April to provide very suitable pasture for sheep. However, as stated earlier, stones and large rocks on and below the surface might be an impediment for mowing, so implementation of this practice is currently in question. This is one of many questions that will be answered by the Pilot Project. Soil samples should be collected in a representative manner, and fertilizer applications should strictly follow the guidelines established by the University of Kentucky's Soils Laboratory. Liming agents are likely unnecessary because Starfire mine soils already have a pH suitable for plant growth. Sheep will be brought to the pilot project when the vegetation begins to flush in early April and grazing will continue through the spring, summer, and early fall. Strip grazing using electric net fencing will

provide the necessary pasture rotation for internal parasite control for the sheep. At the end of the growing season and before winter sets in, the sheep will be taken off the pilot project. The cycle with start again in the second year and will continue for a period of two, three, or more years until either adequate data and information has been collected or until the grazing program can transition into a permanent operation under constructed solar panels as determined by BrightNight. The Katahdin breed of hair sheep, selected for their resilience and low-maintenance care requirements, will be utilized to eliminate the need for shearing. In addition, guard dogs will be employed to ensure the protection of the sheep from predators during nighttime hours.

Investing in Research by BrightNight

A large body of published research and extension publications exist on the science and practice of surface mine reclamation. However, publications on the topic of ovine management and production on reclaimed surface mines are woefully lacking, and specific research involving the grazing of sheep under solar panels built on former mine sites is nonexistent. An estimated three-quarter million acres of reclaimed mine lands have been created in Appalachia and are available for a multitude of land uses including the co-location of solar and livestock (sheep) agriculture on the same land. Using mine land for this purpose instead of prime farmland is a win-win-win situation for all industries involved. SEKSPA invites BN to provide leadership in the area of scientific inquiry that would provide benefits not only for the Starfire project but also for potential solar farms on former coal mines across Appalachia. SEKSPA has been working closely with researchers and extension agents to find solutions for problems associated with grazing sheep on reclaimed surface mines since 2020. SEKSPA offers to coordinate scientists from the University of Kentucky, Kentucky State University, Morehead State University, and other institutions to further their research by utilizing the pilot project on Starfire. BN can contribute to a heretofore unchartered arena of agrivoltaics research, the science of grazing sheep under solar panels built on former mine sites. SEKSPA's contribution would be to recruit and coordinate researchers, facilitate tech transfer, and make available our portable, shared-use, Sydell Sheep Handling equipment. Research topics should be consistent with the objectives of BN and areas of inquiry could include economic, environmental, and social impacts of the sheep grazing operation under the solar panels in the coal fields of Appalachia.

Public Relations Campaign

Project outreach will involve collaboration with media outlets throughout the Commonwealth, as well as engagement with the broader community, to achieve sustained, long-term advantages. SEKSPA and its project partners will utilize existing communications networks and channels that have been previously established, and will seek opportunities to further enhance and expand these resources, including:

1. Local newspapers
2. Local newscasts

3. Local radio
4. Email campaigns with SEKSPA's 850+ members
5. Social media (Facebook, Instagram)
6. State-wide magazine coverage (Kentucky Farm Bureau)
7. WEKU's 88.9 FM 'Eastern Standard'
8. National sheep industry coverage ('Sheep Industry News')
9. The Grazing Sheep Podcast
10. Presentations and publications in the American Society of Reclamation Sciences' technical journal

Roles and responsibilities of Partners

SEKSPA

- Provide vetting and recommendation of local MS
- Provide oversight of MS and management of project
- Provide best management practices, guidance and technical support to all partners
- Coordinate and facilitate researchers
- Conduct tech transfer and outreach
- Provide portable Sydel Sheep Handling equipment
- As a 501(c)3, SEKSPA will provide tax documents for BN's investments in this project

BN:

- Install infrastructure for Pilot Project
    - Perimeter fence
    - Corral system
    - Load-out structure
    - Rainwater harvesting structures
    - Storage structure
    - Access to electrical 50-amp outlet for RV
- Provide seed and fertilize as necessary
- Support research with funding for 3 Universities (UK, KSU, MSU)

MS

- Supervise the installation of the infrastructure
- Provide daily management of sheep
- Provide daily management of guard dogs
- Provide daily inspection of fence and maintenance as necessary
- Provide daily inspection of rainwater harvesting structures & maintenance as necessary
- Provide and maintain temporary electric fencing
- If possible, mow with bushhog in early spring to create a flush of vegetation

- Seed and fertilize if necessary
- Maintain vegetation no greater than specified height
- Haul water if needed during droughts

University Researchers

- Conduct research that is in keeping with BN objectives
- Provide results of research to partners
- Conduct tech transfer and outreach

Items Required and Estimated Costs for a 50 to100-acre Pilot Project

Item/Service Required	**Estimated Cost**
Fencing, corral, load-out structure, storage structure	$25,000
Rainwater harvesting structures	$10,000
Electrical 50-amp outlet for RV	$5,000
Manager/Shepherd for 3 years at the rate of $45,000 per year	$135,000
Research support	$40,000
SEKSPA support and PR Campaign	$20,000
Total	$235,000

EXHIBIT C: AMERICAN SOLAR GRAZING ASSOCIATION'S TEMPLATE

AMERICAN SOLAR GRAZING ASSOCIATION, INC.
SHEEP GRAZING MASTER SERVICES AGREEMENT TEMPLATE

This template was developed by student interns at the Food and Beverage Law Clinic in collaboration with the American Solar Grazing Association, Inc. The Food and Beverage Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students. This template was last updated on May 12, 2022.

INSTRUCTIONS FOR USING CONTRACT TEMPLATE:

This document is a template contract for a "solar grazing" arrangement, i.e. an arrangement in which sheep graze at a solar site for purposes of vegetation management. It is contemplated that the contract will be entered into between a sheep farmer and a solar site manager (which may be the site's owner or a manager contracted by the site's owner, as applicable).

This template contains three parts:

1. **Master Services Agreement (MSA)**, which sets forth the general agreements between the sheep farmer and solar site manager that apply to every site the farmer maintains for that solar site manager.
2. **Form of Statement of Work (SOW).** Each SOW will contain the unique details (terms, payment, location etc.) for a specific solar grazing site. Thus, for every new solar grazing site between the sheep farmer and solar site manager, there must be a new SOW, but not a new MSA.
3. **Optional Riders** for provisions on fencing, signage, and security that may be added to the MSA if the parties so choose.

This contract is a template; it is not a one-size-fits-all contract. The following should be addressed by the parties in addition to any other changes the parties may negotiate:

- All provisions that are ***[red, bolded, italicized, and bracketed]***
- All provisions with blank spaces (_____)
- All guidance footnotes
- All optional provisions in the Optional Provisions Exhibit B

Once the MSA and any corresponding SOW is complete, **DELETE** all footnotes throughout the documents, this instructional page, and any unused optional rider provisions.

SHEEP GRAZING MASTER SERVICES AGREEMENT

This Sheep Grazing Master Services Agreement (this "**MSA**"), dated as of ***[date]*** (the "**Effective Date**"), is entered into by and between ***[sheep farmer name]*** ("**Sheep Farmer**") and ***[solar site manager name]*** ("**Site Manager**"). Sheep Farmer and Site Manager together constitute the "**Parties**".

WHEREAS, the Parties desire and intend to enter into this MSA to facilitate the grazing of Sheep Farmer's sheep on one or more solar sites managed by Site Manager for the purpose of vegetation maintenance;

NOW THEREFORE, in consideration of the mutual agreements made herein and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

Section 1. Statements of Work; Solar Grazing Services.

(a) The Parties may, from time to time during the term of this MSA, enter into one or more statements of work, in substantially the form attached hereto as Exhibit A, to govern the specific terms applicable to a solar site where Sheep Farmer will provide solar grazing services (each, a "**SOW**").

(b) For each of Site Manager's solar sites subject to a SOW with Sheep Farmer (each, a "**Solar Site**"), Sheep Manager shall provide sheep for the purpose of grazing for vegetation management in accordance with the terms and subject to the conditions set forth in the relevant SOW and this MSA (the "**Services**").

Section 2. Fees. In consideration of the provision of the Services, Site Manager shall pay Sheep Farmer the fees set forth in each SOW, payable by check unless otherwise specified in the SOW.

Section 3. Vegetation Maintenance Standard.

(a) For each Solar Site, Sheep Farmer shall cause the "Vegetation Maintenance Standard" set forth in the relevant SOW to be fulfilled.

(b) In the event that the sheep alone will not effectively maintain the vegetation in accordance with the applicable Vegetation Maintenance Standard, Sheep Farmer shall fulfill the Vegetation Maintenance Standard through other means such as subcontracting a landscaping service or other service in accordance with Section 8 of this MSA.

Section 4. MSA Term.

(a) The term of this MSA is ***[three years]***[1], beginning on the Effective Date and ending on ***[___]*** (the "**Initial Term**"); provided that if any SOWs are outstanding at the expiration of

[1] **Note to drafter:** Consider frequency and seasonality of work between Site Manager and Sheep Farmer. For example, a 3 year MSA term may be appropriate should Sheep Farmer work with Site Manager for non-consecutive years.

the Initial Term or any renewal term of this MSA, the terms of this MSA will continue in effect for purposes of each such SOW until all such SOWs have expired at their stated "End Date" or otherwise have been terminated.

(b) At the expiration of the Initial Term or any renewal term, this MSA will be renewed automatically for an additional ***[one year]*** period unless, at least ***[30]*** days prior to such expiration date, either party gives the other party written notice of its intent not to renew this MSA.

Section 5. Early Termination

(a) **Early Termination of SOW by Site Manager**

i. **For Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW prior to its stated "End Date" upon Sheep Farmer's material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW); provided, however, that if such default is capable of cure, then such notice shall be subject to a 30 day cure period from the date thereof, and if Sheep Farmer cures such default prior to expiration of such period, termination will not take place.

ii. **Without Cause**. By written notice effective upon receipt, Site Manager may terminate a SOW without cause prior to its stated "End Date", provided that Site Manager must pay Sheep Farmer ***[the entire remainder of the contract price set forth in the SOW] OR [the early termination fee set forth in the SOW]*** upon such termination without cause.

(b) **Early Termination of SOW by Sheep Farmer**

i. **For Cause**. By written notice effective upon receipt, Sheep Farmer may terminate a SOW prior to its stated "End Date" (A) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar grazing for the remainder of the relevant SOW Term, (B) upon Site Manager's failure to make a required payment in accordance with the relevant SOW or (C) upon Site Manager's material breach of any of its obligations under the SOW (or under this MSA as it relates to such SOW). If default under clause (B) or (C) occurs and is capable of cure, then such notice shall be subject to a 30-day cure period from the date thereof, and if Site Manager cures such default prior to expiration of such period, termination will not occur.

ii. **For Toxicity of Soil**. By written notice effective upon receipt, Sheep Farmer may terminate a SOW prior to its stated "Start Date" if toxicity testing of the soil at the Solar Site performed prior to the Start Date reveals the soil contains levels of contaminants which are toxic to sheep and threaten the safety of any sheep.

iii. **Without Cause**. In the case of a multiyear SOW, Sheep Farmer may terminate the SOW without cause prior to its stated "End Date", provided that such termination

must occur at or following the end of a grazing season and written notice of such termination must be provided at least ***[75 days]*** prior to the commencement of the next grazing season (as such seasons are specified in the SOW).

(c) **Effect of Termination on Payment Obligations**. No termination by either Party shall relieve Site Manager of its obligation to pay Sheep Farmer for Services properly performed prior to such termination, and such payment will be adjusted on a ratable basis accordingly. Site Manager shall reimburse Sheep Farmer for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event will termination costs plus all compensation paid under a SOW exceed the total price agreed for the services under the SOW.

Section 6. Post Termination Land Access. Upon expiration or termination of a SOW by either Party, Site Manager shall provide Sheep Farmer reasonable time and access to remove sheep, equipment, and supplies from the Solar Site.[2]

Section 7. Sheep Management, Health, and Welfare.

(a) **Sheep Farmer Rights and Duties.**

i. Sheep Farmer shall be responsible for the health and wellbeing of sheep, including keeping adequate water and mineral supply; and Sheep Farmer shall be permitted to station watering cubes and other portable watering distribution and dispensing equipment at the Solar Site.

ii. Sheep Farmer shall have access to the Solar Site periodically throughout the Agreement Term to perform toxicity testing of the soil at the Solar Site. Upon request, Site Manager shall provide Sheep Farmer with any previously performed toxicity tests of the soil at the Solar Site.

iii. Sheep Farmer shall have 24 hour access to sheep at the Solar Sites. Sheep Farmer shall keep Solar Site access details confidential.

iv. Sheep Farmer shall be permitted to keep herding and guardian animals including but not limited to dogs, at the Solar Site.

v. If Sheep Farmer becomes aware that its activities have caused any damage to the solar equipment at the Solar Site, Sheep Farmer shall notify Site Manager within 24 hours.

(b) **Site Manager Duties.**

[2] **Note to drafter:** A hard cutoff date may be added to this provision by adding: ***"provided that such period will be no more than [10] days after expiration or termination for retrieving sheep and [30] days after expiration for retrieving other equipment and supplies."***

i. Site Manager shall provide prompt verbal notice to Sheep Farmer if Site Manager becomes aware that any of the sheep are apparently suffering from illness or accident, followed by written notice.

ii. Site Manager shall provide Sheep Farmer with 24 hours' notice (except in the case of an emergency, when Site Manager shall provide as much notice as is reasonably practical) of need for repairs or of need to access panels within a sheep grazing area so that Sheep Farmer may assist with managing sheep during such repairs or access.

iii. Site Manager shall not plant the prohibited vegetation types, if any, listed in the SOW for the Solar Site.

Section 8. Fencing, Signage, and Security.

(a) Site Manager shall provide permanent, secure perimeter fencing and gating to ensure that sheep may not escape the Solar Site and that predators may not enter the Solar Site. Secure perimeter fencing means that such fencing has rigid tension, is flush to the ground, has fenced culverts, and has gates that close tightly. Other than opening the gate for entering and exiting the Solar Site, such fencing and gating shall be closed at all times. If Site Manager must modify existing fencing, gating, and signage to meet the above-described standards, Site Manager shall be responsible for all costs associated with obtaining and installing such fencing, gating, and signage.

(b) Site Manager shall permit Sheep Farmer to install interior fencing at the Solar Site that is reasonably necessary to ensure orderly management and security of sheep. Site Manager shall permit Sheep Farmer use of interior electrical and power supplies at the Solar Site or, alternatively, use of auxiliary electrical and power supplies at the Solar Site. Sheep Farmer shall not be responsible for any costs incurred from use of such interior or auxiliary power and electrical supplies at the Solar Site.

(c) If Site Manager fails to perform its obligations set forth in this Section 8 and such failure continues 24 hours after notice from Sheep Farmer (except in the case of an emergency when no notice shall be necessary), Sheep Farmer may perform Site Manager's obligations or perform work resulting from Site Manager's acts, actions, or omissions and Site Manager shall reimburse to Sheep Farmer, upon demand, the total cost of such performance.

Section 9. Use of Herbicides, Pesticides, and Fungicides. Neither Party nor their subcontractors shall use herbicides, pesticides, or fungicides on the Solar Site without prior written consent of the other Party.

Section 10. Subcontractors. Site Manager authorizes Sheep Farmer to subcontract the performance of the Services. Sheep Farmer authorizes Site Manager to subcontract the performance of its fencing, signage, and security obligations or other maintenance services. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this MSA and the SOW(s). Each Party shall be solely responsible for the acts, omissions,

or defaults of its subcontractors, and for payments owed to its subcontractors by the terms of their subcontracts.

Section 11. Visitors. Site Manager shall provide Sheep Farmer with 24 hour's electronic notice of all planned visitors who are not regular workers at the Solar Site, including (a) any person visiting for a short duration who will not perform work at the site and (b) any contract worker who does not normally perform extended work at the Solar Site such as a delivery driver.

Section 12. Notice. All notices required or permitted under this MSA or a SOW may be personally delivered, sent by e-mail or other means of electronic transmission, sent by recognized overnight delivery service, or sent by mail to the following addresses and are effective at the time of personal delivery, transmission or mailing:

Sheep Farmer: ***[enter name, address, phone number, and email address]***

Site Manager: ***[enter name, address, phone number, and email address]***

Section 13. Indemnification.

(a) Sheep Farmer shall indemnify and hold Site Manager, its affiliates and their respective employees, directors, officers, shareholders, and agents (the "**Site Manager Indemnified Parties**") harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, which are imposed upon or incurred by any of the Site Manager Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Sheep Farmer of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Sheep Farmer or any of its employees, directors, officers, shareholders, agents, and subcontractors in connection with the performance of its obligations under this MSA or an SOW.

(b) Site Manager shall indemnify and hold Sheep Farmer, its affiliates and their respective employees, directors, officers, shareholders, agents, and subcontractors (the "**Sheep Farmer Indemnified Parties**") harmless against and from liabilities, obligations, damages, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, which are imposed upon or incurred by any of the Sheep Farmer Indemnified Parties arising out of the performance of the Services to the extent caused by (i) breach by Site Manager of any material representation, warranty, covenant, or other obligations set forth in this MSA or an SOW or (ii) the gross negligence or willful misconduct of Site Manager or any of its employees, directors, officers, shareholders, agents and subcontractors in connection with the performance of its obligations under this MSA or an SOW.

(c) Notwithstanding anything to the contrary in Sections 13(a) and (b), (i) Sheep Farmer hereby releases Site Manager from any claims arising from any injury or death to sheep on a Solar Site or any damage to Sheep Farmer's personal property on a Solar Site caused by natural events, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Site Manager or any of its employees, directors,

officers, shareholders, agents and subcontractors, and (ii) Site Manager hereby releases Sheep Farmer from any claims arising from any injury or death to persons on a Solar Site or any damage to the solar equipment or other personal property on a Solar Site caused by the natural activity of the sheep, except to the extent such injury, death, or damage results from the gross negligence or willful misconduct of Sheep Farmer or any of its employees, directors, officers, shareholders, agents and subcontractors.

Section 14. Sheep Farmer Insurance Requirements.

(a) During all SOW Terms, Sheep Farmer shall, at Sheep Farmer's own expense, maintain and carry in full force and effect at least the following insurance coverage:

(i) commercial general liability with limits of at least ***[$1 million]*** for each occurrence and ***[$2 million]*** in the aggregate;

(ii) commercial automobile liability to the extent required by governing law; and

(iii) workers compensation insurance to the extent required by governing law.

(b) All insurance coverage required by this section shall name Site Manager as an additional insured. Sheep Farmer shall provide Site Manager with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this section, and shall not do anything to invalidate such insurance.

Section 15. Assignment. No Party's duties, obligations, and responsibilities under this MSA or any SOW may be delegated nor its interests assigned to any third party without the prior written consent of the other Party, which will not be unreasonably withheld.

Section 16. Severability. If any part of this MSA or any SOW is invalid or unenforceable, the balance of this MSA or such SOW shall remain effective, absent such provision, if the essential provisions of this MSA or such SOW for each Party remain valid and enforceable.

Section 17. Compliance with Applicable Laws. Both Parties and their employees, representatives, and agents shall comply at all times with all present or future applicable laws, rules, ordinances and regulations governing or relating to the Services.

Section 18. Waiver. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this MSA or any SOW or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

Section 19. Entire Agreement. This MSA, together with the SOW(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Section 20. Survival. Sections 5, 12, 13, and 15-22 of this MSA shall survive termination of this MSA, and any other provisions in this MSA and a SOW which by their nature should remain in effect beyond termination of this MSA or such SOW will survive until fulfilled.

Section 21. Amendments. This MSA and any SOW may be modified or amended only by written agreement executed by the Parties.

Section 22. Governing Law. This MSA and each SOW shall be construed and governed by the laws of the State of **/_____/.**[3]

SIGNATURE PAGE TO FOLLOW

[3] **Note to drafter.** Insert state in which work will be rendered or, if work to be rendered in more than one state, the state law parties agree to govern the contract.

IN WITNESS THEREOF, the parties hereto have executed this Master Services Agreement on the dates below their signatures.

Sheep Farmer:

[*INSERT NAME OF SHEEP FARMER*]

[*Signature block if Sheep Farmer is an individual:]*

_____
Date:

[*Signature block if Sheep Farmer is a business entity:]*

By: _____
Name:
Title:
Date:

Site Manager:

[*INSERT NAME OF SITE MANAGER*]

By: _____
Name:
Title:
Date:

EXHIBIT A

STATEMENT OF WORK

SOW Date: _____
SOW Number: _____

This Statement of Work (this "**SOW**"), dated as of the date set forth above, adopts and incorporates by reference the terms and conditions set forth in the Solar Grazer Master Services Agreement (the "**MSA**") dated as of the date referenced below between the Sheep Farmer and Site Manager referenced below. Capitalized terms used but not defined in this SOW shall have the meanings given in the MSA.

Section 1. Master Services Agreement.

Master Services Agreement Date: _____
Name of Sheep Farmer: _____
Name of Site Manager: _____

Section 2. Location of Services to be Provided.

Solar Site Name: _____
Solar Site Address: _____
_____

Estimated Acreage: _____

Section 3. Description of Solar Site.

Provide a narrative description and/or attach photograph or map that clearly depicts Solar Site boundaries and area Sheep Farmer will maintain:[4]

_____
_____
_____

Section 4. Vegetation Maintenance Standard for Solar Site. Sheep Farmer shall cause all vegetation on the Solar Site to be maintained as follows at substantially all times on substantially all areas specified in Section 3, subject to the schedule set forth in Section 6 below:[5]

Check all that apply:

[4] **Note to drafter:** This should include specifics of the area within the solar site that will be maintained (excluding areas for wildlife, forested areas, etc). This may or may not include maintaining outside the fence-line grasses (and trees) a specified number of feet away from the fence line to the standard described in section 4.
[5] **Note to drafter:** Pick the option(s) most appropriate for the site in question or input own standards determined by Sheep Farmer and/or Site Manager.

- ❑ ☐ Vegetation will not shade the solar panels.
- ❑ ☐ Vegetation will not reach a height taller than approximately _____ inches.
- ❑ ☐ Vegetation will remain between approximately _____ inches and ____ inches.
- ❑ ☐ *Describe other standard:* _____

[Vegetation Maintenance Standard for Other Areas. Sheep Farmer shall cause all vegetation in [*describe area outside the fence line or other areas outside Solar Site itself that are subject to this SOW, if applicable*] to be maintained as follows at substantially all times on substantially all such areas, subject to the schedule set forth in Section 7 below:

Check all that apply:

- ❑ ☐ Vegetation will not reach a height taller than approximately _____ inches.
- ❑ ☐ Vegetation will remain between approximately _____ inches and ____ inches.
- ❑ ☐ *Describe other standard:* _____][6]

Section 5. Dates of Service.

SOW Start Date:[7] _____
SOW End Date: _____
The period commencing on the SOW Start Date and ending on the SOW End Date is referred to as the "**SOW Term**".[8]

Section 6. Work Schedule and Deliverables.

DELIVERABLES/MILESTONES[9]	**DATE(S)**
Include any and all milestones and agreed-upon deliverables and dates.	

[6] **Note to drafter:** This section is optional based on whether Sheep Farmer plans to graze outside the fenced-in area of the Solar Site.
[7] **Note to drafter:** The SOW start date must be on or after the governing MSA's Effective Date
[8] **Note to drafter:** This applies for both multi-season and single-season SOWs. If this SOW spans multiple seasons, be sure to clarify key performance and milestone dates over each season.
[9] **Note to drafter:** At a minimum, be sure to include: (1) when and for what time period the Vegetation Maintenance Standard must be met by sheep farmer (2) separate entries/date ranges for when sheep will be on-site if a multi-season SOW and sheep will not be on the site continuously (with the understanding that there is a "buffer period" for delivering the sheep per section 5).

Section 7. Fees. Site Manager shall pay Sheep Farmer for the Services for the Solar Site according to the following payment terms and schedule:[10]

Payment No./ Description of Services	**Due Date**	**Amount**

[Section 8. Early Termination Fee. *The early termination fee for termination by Site Manager without cause, as described in Section 5(a)(ii) of the MSA, is $_____.]*[11]

[Section 9. Prohibited Vegetation Types. *Site Manager shall not plant the following vegetation types at the Solar Site: _____.]*[12]

Section 10. Other SOW-Specific Terms and Conditions.

Insert any other specific terms and conditions agreed for this Solar Site and SOW, if any:

_____

_____

_____

[SIGNATURE PAGE FOLLOWS]

[10] **Note to drafter:** Insert fees and payment schedules for each grazing season (in each respective year, if applicable). Fees may remain the same each year, may increase by a fixed percentage each year, or may be determined by some other method by the parties.

[11] **Note to drafter:** Include this provision if parties agree to an early termination fee rather than agreeing to Site Manager paying the remainder of the SOW price in the event of Site Manager's early termination without cause.

[12] **Note to drafter:** Include particularly if this is a multi-year SOW where site manager may be planting vegetation during non-grazing seasons.

IN WITNESS THEREOF, the parties hereto have executed this Statement of Work on the dates below their signatures.

Sheep Farmer:

[*INSERT NAME OF SHEEP FARMER*]

[*Signature block if Sheep Farmer is an individual:]*

_____
Date:

[*Signature block if Sheep Farmer is a business entity:]*

By: _____
Name:
Title:
Date:

Site Manager:

[*INSERT NAME OF SITE MANAGER*]

By: _____
Name:
Title:
Date:

OPTIONAL RIDERS ON FENCING, SIGNAGE, AND SECURITY

Instructions for use: *Include any or all of the additional provisions on fencing, signage, and security as desired* ***at the end of the MSA Section 8*** *as new clause(s) and update lettering accordingly.* ***Delete all unused optional provisions.***

(c) Site Manager shall maintain adequate records of all persons entering and exiting the Solar Site, including regular maintenance and operations personnel, and such record shall include names, dates, and duration of stay. These records shall be available to Sheep Farmer upon request.

(d) No vehicle(s) (cars, pickup trucks, trucks, trailers) are allowed in the Solar Site, unless for loading and unloading during the performance of the agreed-upon service, and only upon Site Manager or Site Manager's point of contact's consent. In the event of vehicle access (for example, for loading and unloading purposes), the vehicle must park in the open area just next to the gate entrance. Under no circumstances are vehicles allowed around the solar arrays.

(e) Site Manager shall supply visitors, including without limitation, all employees, contractors and subcontractors, students, and researchers with the "Meet the Grazing Sheep" informational sheet, attached hereto as Exhibit B, prior to or upon arrival at the Solar Site.

(f) Site Manager shall post signage at entrance gate and at **[additional locations]** to alert visitors that sheep are present on the Solar Site, to direct visitors to close the gates at all times, and to instruct visitors not to feed the sheep at any time. The following notice shall serve as an adequate signage message:

CAUTION: SHEEP ON SITE
DO NOT APPROACH ANIMALS
IMMEDIATELY CLOSE GATE

(g) Sheep Farmer shall be permitted to install surveillance technology, gate alarm, or other system to keep track of who enters and exits the site.

(h) Sheep Farmer shall be permitted to install additional temporary fencing on the solar site in order to ensure sheep safety.

ONLY INCLUDE IF THE OPTIONAL MSA PROVISION SECTION 8(e) REGARDING VISITORS WAS ADDED TO THE FINAL MSA

EXHIBIT B
MEET THE GRAZING SHEEP

MEET THE GRAZING SHEEP

Hello! Welcome to the Solar Site. This Solar Site has grazing sheep. These sheep are owned or managed by a local farmer and will be kept at this site as a way to manage the site vegetation.

Sheep are friendly but can be scared easily by loud noises, stray dogs, people chasing them, and other threats. Please treat the sheep with respect.

Sometimes the sheep will have a portable electric fence around them called an *electronet*. The electricity in this fence is low voltage and designed to give the sheep a gentle reminder about where to stay.

The electronet is controlled at the *solar power charger* or at an *auxiliary power unit*. The electronet may be turned off, but simply stepping over the fence is preferred. **If you turn the electronet off during your visit, please TURN IT BACK ON before you leave.**

When you visit the solar site, here are a few guidelines to follow:

1. You may contact _____ at _____ for emergencies.

2. Please CLOSE THE GATES! The sheep can escape if you do not close the gates.

3. Please do not feed or approach the sheep.

4. Remain calm and avoid eye contact with sheep.

5. All photos and media coverage are prohibited without permission from appropriate authorities.

6. Please leave all fencing, chargers, and other sheep supplies where you found them.

Thank you! And please close the gates behind you!

EXHIBIT D: NATIONAL TRI-TRADE SOLAR AGREEMENT



National Tri-Trade **Solar Agreement**

LiUNA!

Feel the Power

Dear Solar Industry Partner:

Thank you for your interest in what we're certain will be an invaluable tool for your business: the **National Tri-Trade Solar Agreement (NTTSA)**. Our three unions have worked hand-in-hand to craft this innovative partnership, which we believe will be key to mitigating many of the risks associated with the development and construction of utility-scale solar in the post-Inflation Reduction Act (IRA) era.

Specifically designed for the solar industry, the NTTSA simplifies compliance with the IRA, ensures maximum workforce flexibility, eliminates inter-trade conflicts among our unions, and assists in navigating complex local permitting and planning red tape, all of which will save you money.

We think you'll agree that choosing to build utility-scale solar under this agreement will result in enormous value to customers, developers, contractors, and shareholders, not just in composite crew costs, but in risk mitigation, expedited project timelines, and more.

This historic cooperation between our unions starts at the very top. The three of us recognize the complexities of today's solar industry, and you have our assurance that we and the more than 1.5 million members we represent collectively are committed to working with you to find innovative solutions to the industry's challenges.

That starts with this agreement, which comprehensively details more than 70 specific job assignments unique to building utility-scale solar and designates which union will be responsible for each. That means no pre-job haggling over work assignments, and instead, a clear road map for each stage of work.

Building under the NTTSA also meets the prevailing wage and apprenticeship utilization requirements of the IRA, helping you to be certain you're taking advantage of every tax credit available under the law.

Additionally, we're committed to making sure you never have work stoppages due to a lack of workers. In this agreement, we've laid out the process whereby our three unions will work together to fill any unfilled calls from our partner unions, removing that burden from the contractor.

In working with LiUNA, IBEW, and IUOE, you're also tapping into our extensive network of members, community leaders, and industry experts to assist with the complex local permitting and project planning processes, speeding project timelines, and getting your project connected to the grid faster.

At the end of the day, our members do best when projects move quickly, when customers are happy, and when developers and contractors get paid so that they can move on to the next project. This agreement is designed to do just that, and we welcome you to take a look and contact our teams with any questions.

Sincerely yours,

Kenneth W. Cooper
International President
International Brotherhood
of Electrical Workers (IBEW)

Brent Booker
General President
Laborers International Union
of North America (LiUNA)

James T. Callahan
General President
International Union of
Operating Engineers (IUOE)

National Tri-Trade **Solar Agreement**

The **National Tri-Trade Solar Agreement** is an innovative partnership between the Laborers, Operating Engineers and Electricians unions that will streamline the construction process for utility-scale solar across the United States and reduce the burdens on developers, contractors and customers to meet the requirements of the Inflation Reduction Act and clear other regulatory hurdles.

The agreement will eliminate inter-trade conflicts over job assignments, and actively work to eliminate delays due to staffing shortages through inter-union cooperation.

Key Benefits:

Guaranteed IRA Compliance

Working under this agreement, developers can guarantee their project will meet the strict apprenticeship and PLA requirements of the IRA. The unions are also uniquely positioned to ensure community guidelines compliance with the new laws, including local-hire and diversity standards.

Workforce Continuity

The three union trades party to the NTTSA will assist one another with filling any open calls on a signatory project. If one union can't fill a call, the job will roll to the next, guaranteeing maximum flexibility and prioritizing workforce availablility.

Eliminates Inter-trade Conflicts

The NTTSA outlines more than 70 specific job assignments on solar projects and assigns them to each trade. Working under this agreement means zero inter-trade conflicts over work assignments.

Cost Benefits

In most of the U.S., the NTTSA will result in comparable costs or cost savings compared to building new utility-scale solar under the National Maintenance Agreement.

A Proven Solution

LiUNA, IUOE and IBEW have been working under similar three-trade agreements in multiple states already, including Illinois and Ohio. The results have been extraordinary and led to the creation of this national agreement.

Relationships

As active members of our communities, LiUNA, IUOE and IBEW have the relationships with community leaders, lawmakers and large utility customers to assist developers with all aspects of project planning, siting and more.

LiUNA! *Feel the Power*

Rev. 11/28/23

NATIONAL TRI-TRADE SOLAR AGREEMENT

This Agreement is entered into by and among _____ _____ (hereinafter referred to as "General Contractor") for and on behalf of General Contractor and any contractors or subcontractors of whatsoever tier ("Subcontractors"), (General Contractor and Subcontractors hereinafter referred to as "Employer(s)") and the Laborers' International Union of North America (LIUNA), the International Brotherhood of Electrical Workers (IBEW) and the International Union of Operating Engineers (IUOE), (LIUNA, IUOE, and IBEW individually referred to as "Union" and collectively referred to as "Tri-Trades" "International Unions" or "Unions") (General Contractor(s), Subcontractors, and Tri-Trades collectively referred to as "Parties").

It is understood by the Parties to this Agreement that, with the adoption of this Agreement, the construction work covered by this Agreement shall be contracted to contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for the purpose of covering that work. The General Contractor shall monitor compliance with this Agreement by all subcontractors that have become bound hereto. All contractors and their subcontractors, of whatever tier, shall become signatory to this Agreement by executing the Letter of Assent attached as Appendix B as a condition of award of work on the project.

WHEREAS, the General Contractor is responsible for the construction of a project, and because of the size, scope, cost and duration of the project, the Parties to this Agreement have determined that it is in their best interest to have the project completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with or delay the project;

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of the project by using their best efforts and ensuring that all Covered Work as hereinafter defined is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the General Contractor and owner; and,

WHEREAS, the Employers and the Unions desire to mutually establish wages, hours and working conditions for the workers employed on construction projects by the Employers, and further, to encourage close cooperation between the Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW, THEREFORE, the Employers and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1
PURPOSE

Section 1. The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 2. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of construction work, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work undertaken by the Employer.

ARTICLE 2
RECOGNITION

Section 1. The Employer recognizes the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement. Unions signatory to this Agreement will have recognition on the approved project of the Employer.

ARTICLE 3
SCOPE OF AGREEMENT

Section 1. This Agreement applies to and covers all on-site construction work associated with utility-scale, ground-mounted solar projects of 1 Megawatt or above located in the United States of America, except for projects located in California, including but not limited to work described in Appendix A, battery storage, site preparation, construction, deconstruction, alteration, demolition, rehabilitation, and renovation (hereinafter referred to as "Covered Work"). Covered Work also includes work done in yards or facilities where the output of which is exclusively reserved for the project. Covered Work does not include work performed on high voltage transmission lines and infrastructure, distribution lines, substations, switchyards, or ground grids.

Section 2. Covered Work shall also include work that is part of start-up and commissioning, including but not limited to loop checks, rework, and modifications, provided, however, observation and guidance of such work may be performed by the General Contractor, manufacturers' representatives, vendors' representatives, and/or plant operating personnel, and such observation and guidance is not Covered Work. Employees who are

part of the bargaining unit shall work harmoniously and cooperatively with persons performing such observation and guidance.

Section 3. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

ARTICLE 4
APPLICATION AND
ADMINISTRATION OF AGREEMENT

Section 1. This Agreement shall apply to projects meeting the scope of the Agreement. Employer requests to utilize this Agreement shall be on a project by project basis and shall be submitted in writing to the Unions. The Unions shall, within ten (10) business days or less following the receipt of the request, inform the Employer whether the Agreement may be applied to the Employer's project. If a signatory Union denies an application, an immediate meeting shall be held between the signatory International Unions. A majority vote shall determine if the request is approved or denied.

Section 2. This Agreement will apply and be binding upon: (a) the Tri-Trades, and (b) the General Contractor, and all project managers, construction managers, contractors, subcontractors of any tier and other entities, if any, acting in a capacity as alter egos or single employers with same, or other persons or entities performing Covered Work (as defined in Article III hereof) (all of whom, including the General Contractor, are individually and collectively referred to as "Employer" or "Employers"). This Agreement shall only be binding upon the Employers signatory hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of any Employer unless such parent, affiliate, subsidiary or other division executes a Letter of Assent.

Section 3. Each of the Unions and/or their local unions is a party to various multi-employer collective bargaining agreements, including with respect to the geographic area of the project ("applicable CBA"). The term applicable CBA means the existing collective bargaining agreement currently in effect as to each of the Unions' local unions for the geographic area of the project. The Parties understand and agree that where the provisions of this Agreement are at variance with any applicable CBA, the terms of this Agreement shall prevail. The Unions will provide copies of the applicable CBAs consistent with this Agreement at the pre-job conference referenced herein.

Section 4. This Agreement is a stand-alone agreement and is the exclusive collective bargaining agreement for any work to which it is extended. This Agreement supersedes and overrides the terms and

conditions of any and all other national, area, or local collective bargaining agreements to which the Parties hereto, or either of them may be signatory, unless such terms and conditions are specifically incorporated in this Agreement.

Section 5. Prior to the commencement of Covered Work on a project, the General Contractor, all Employers, and all signatory Unions whose geographic jurisdiction covers the location of the project shall hold a pre-job conference to discuss work rules and any other matters deemed necessary. All agreements and understandings reached at the pre-job conference shall be reduced to writing and have the same force and effect as all other provisions of this Agreement, provided that the jurisdictional assignments in Appendix A may not be altered unless required by law. No later than the conclusion of such pre-job conference, the Parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, and email address).

Section 6. The Parties agree that in the implementation, administration, and interpretation of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. As such, the International Unions hereto agree to designate, in writing, a representative to whom problems can be directed which may arise during the Term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of the International Unions shall meet to discuss and resolve such problems. The representatives shall be as follows:

LIUNA General President or designee:_____

IUOE General President or designee:_____

IBEW International President or designee:_____

General Contractor and a representative of the owner may also attend such meetings upon request.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE 6
REFERRAL OF EMPLOYEES

Section 1. The Employer shall have the unqualified right to select and hire directly all supervisors

it considers necessary and desirable without such persons being referred by the Unions and/or their respective local unions. Applicants for the various classifications covered by the Agreement required by the Employer on its projects, shall be referred to the Employer by the Unions and/or their respective local unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Section 4 of this Article. The Employer shall also have the right to reject any applicant referred by the Unions and/or their respective local unions. This Section is subject to the provisions of Article 3, Section 3 and Article 17, Section 2.

Section 2. The Unions represent that their local unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Federal, State and local laws and regulations which require equal employment opportunities and non-discrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 3. In the event the referral facilities maintained by the local unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source, except as provided in Appendix A Items 17 and 35, without impact to the jurisdictional assignment of the work being performed with the understanding that such assignments will be specific to this Project and will not be precedent-setting for future work assignments.

Section 4. The Employer agrees to be bound by the referral rules in a local area not inconsistent with the terms of this Agreement provided that, where the referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either State or Federal law.

Section 5. The Unions and their respective local unions shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 6. The Unions and their respective local unions will exert their utmost efforts to recruit sufficient numbers of skilled employees to fulfill the employment requirements of the Employer.

With regard to LIUNA-represented employees only, the Employer shall have the unrestricted ability to bring up to twenty-five percent (25%) of the total number of LIUNA-represented employees needed for work on the project from areas outside the geographic jurisdiction of the LIUNA-affiliated local union(s). The Employers shall arrange for a dispatch to be issued for such employees from the

LIUNA-affiliated local union within forty-eight (48) hours of the commencement of employment, and the dispatch shall upon request be issued to the employee(s) by the LIUNA-affiliated union.

Section 7. Where governmental agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

ARTICLE 7
HOURS OF WORK, OVERTIME, AND HOLIDAYS

Section 1. The normal work day starting time shall be between 6:00 a.m. and 8:00 a.m., as established by the Employer(s), provided that once the normal work day starting time is established at a project, the Employer(s) will not change the work day starting time without first providing at least five (5)-days written notice of such change to the applicable Union(s).

Section 2. The normal work week shall be Monday through Sunday, and no more than 3 days' pay shall be withheld for work performed during the immediately preceding work week. Except as described in this Section, any changes to the normal work week, work day, or payroll date must be agreed by and among the Parties in writing.

Section 3. All work performed after eight (8) hours in a single workday, Monday through Friday, shall be paid at time and one-half the applicable regular hourly rate. All work performed on Saturday shall be paid at the rate of time and one-half the applicable regular hourly rate. All work on Sundays and/or holidays shall be paid at the rate in the applicable CBA not to exceed double-time.

Section 4. Terminated employees, including those laid off, shall be paid on the day of termination. Each Employer shall pay four (4) hours pay to a terminated employee for each 24-hour period said employee must wait for their final pay. An employee who quits without giving sufficient notice to their Employer shall be paid on the regular payday at the job site, or may have their final pay mailed to their address of record.

Section 5. The recognized holidays shall be those set in the applicable CBAs, except that where there is a conflict with respect to a particular holiday, the General Contractor may determine whether the holiday will be observed by all crafts and announce its decision at the pre-job conference. Payment for holidays shall be determined by reference to the applicable CBAs.

Section 6. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. If the Employer considers it necessary to shut down work to avoid endangering the life or the safety of its employees the Employer will not be in violation of this Agreement. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shut down because of weather, employees who reported to work shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits, or is laid off, or is out by reason of a strike.

Section 7. Where the Operating Engineer local applicable agreement provides for a guaranteed work week on certain jobs or equipment, such guarantee shall be applicable under the terms of this Agreement. It is understood that those craft workers receiving such guarantee may, at the discretion of the employer, be required to remain on the job.

ARTICLE 8
WAGE SCALES AND BENEFITS

Section 1. All employees covered by this Agreement shall be compensated at the wage rates set forth in the applicable CBA or as established under the Davis-Bacon Act in the applicable wage determination covering the work, whichever rate is higher. It is understood that the basis for those applicable CBA wage rates and fringe benefits are those which have been negotiated by the historically recognized bargaining agencies in the local area which have jurisdiction on the proposed project of the Employer.

Section 2. Any wage rates, fringe benefit contributions, classifications, zone or wage/fringe escalations established in the applicable CBA which target or discriminate against projects covered by this Agreement are contrary to the spirit and intent of the Agreement. Such rates, contributions, classifications, zones, and escalations will not be recognized and are not required to be paid under this Agreement.

Section 3. The Employer agrees to pay employees benefit contributions as outlined in the applicable CBA.

Section 4. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 5. Where the local union applicable agreement does not have an IUOE National Training Fund (NTF) contribution requirement the employer and its sub-contractors of any tier agree to contribute $0.10 per Operating Engineer hour worked on the project directly to the IUOE NTF; forms shall be supplied by the Union.

Section 6. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 7. A signatory employer may satisfy its obligations under this Agreement to make pension, health and welfare, training, and other benefit fund contributions for Laborers by submitting its payments through the Laborers-Employers Benefit Plan Collection Trust (LEBPCT).

Section 8. A signatory employer may satisfy its obligations under this Agreement to pay withheld union dues for Laborers to the appropriate Local Unions by submitting its payments through the LEBPCT.

Section 9. A signatory employer that elects to submit payments referenced in Sections 7 or 8 of this Article shall execute the LEBPCT Participation Agreement attached to this Agreement as Appendix C.

Section 10. If any applicable CBA expires prior to the completion of a project, the Parties understand and agree to maintain the status quo and maintain the expired applicable CBA's terms until a new applicable CBA is ratified. The wages and benefits included in any new applicable CBA will apply on and after the effective date of the newly negotiated applicable CBA, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the parties to the new applicable CBA.

Section 11. When an employee is performing work outside of their Union's work assignments, those assignments as defined in Appendix A, that employee shall be compensated at either the wage and benefit package in the applicable CBA covering the work performed outside of their Union's work assignments, or the wage and benefit package under their Union's applicable CBA, whichever is higher, provided however, that regardless, all benefit contributions shall be paid in accordance with their Union's applicable CBA and any difference in total package, shall be applied toward the hourly wage.

Section 12. This Agreement is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry and, as such, all work performed under this Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203(B) (1)(i), of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption, the Employer(s) signatory to this Agreement will not be obligated to hire employees covered by such Funds.

ARTICLE 9
APPRENTICES

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent employees in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured, and shall do so in accordance with the applicable CBA's terms and conditions for the employment of apprentices, provided that the terms and conditions, including the ratio of apprentices, shall be adjusted if necessary to ensure compliance with section 45(b)(8)(A) through (c) of the Inflation Reduction Act.

ARTICLE 10
PAC CHECK-OFF

The Employer agrees to deduct and transmit to the applicable Political Action Committee (IBEW/COPE, LIUNA PAC, IUOE/EPEC), the amount specified for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the

applicable Union. These transmittals shall occur every pay period and shall be accompanied by a list of the name, address, occupation, contribution amount, and rate of deduction per pay period of each employee for whom such deductions have been made. The Union and the Employer agree that the employer's administrative expenses of operating the deduction have been accounted for in the overall economic provisions of this Agreement, so it is unnecessary for the Union to make an additional reimbursement to the Employer for these expenses. The Unions shall provide to the Employer(s) the name and address and payment information for such remittances.

ARTICLE 11
GRIEVANCE ADJUDICATION PROCEDURE

Section 1. It is agreed that in the event any dispute arises out of the application of this Agreement, excluding jurisdictional disputes which are covered by Article 13 and interpretations of this Agreement which are covered in Article 4, Section 6, the same shall be settled by means of the procedure set out herein.

Section 2.

Step 1. The dispute shall be referred to the Steward of the Union involved and a representative of the Employer at the project.

Step 2. In the event that the steward and the Employer's representative at the construction site cannot reach agreement to resolve the dispute within five (5) working days after a meeting is arranged and held, the matter shall be referred to the Business Representative of the local union involved or their designated representative and the Project Superintendent and/or the Employer's representative at the project.

Step 3. If the Parties are unable to resolve a grievance at the Step Two conference within five (5) working days after a meeting is arranged and held, the matter shall be referred to the International Union Representative and the Labor Relations Representative of the Employer.

Step 4. If the dispute is not resolved, it may be submitted to a neutral arbitrator within sixty (60) days of such referral. If the Union and the Employer cannot agree on an arbitrator, then an arbitrator shall be selected from a panel requested from the Federal Mediation & Conciliation Service designating as a criteria that the arbitrator be a member of the National Academy of Arbitrators and that the geographic selection choice be "metropolitan" within a 125-mile radius of the location of the project on which there is a dispute. The cost of such an arbitrator shall be borne by the losing party. The Arbitrator shall have the authority to determine and assess remedies for violations of this Agreement, including, but not

limited to an award of back pay and equivalent benefits to a fund designated by the Union. The Arbitrator may decide questions of both procedural and substantive arbitrability. The Arbitrator shall not have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement. The decision of the Arbitrator shall be final and binding on all Parties and individuals bound by this Agreement. Arbitration awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply with the seven (7) day period shall be required to pay an additional ten percent (10%) of the amounts as owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees, from the losing party.

Section 3. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 4. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 12
UNION SECURITY

Section 1. All employees covered by this Agreement now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement, and all employees hereinafter employed by the Employer, shall become members of the Union on the eighth (8th) day of their employment and shall remain members of the Union in good standing during the term of this Agreement. (This clause shall be effective only in those States permitting Union Security.)

Section 2. In interpreting good standing, an Employer shall not discharge any employee for non-membership in the Union: (a) if they have reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 13
JURISDICTIONAL DISPUTE RESOLUTION

Section 1. The Employer shall assign all Covered Work in accordance with Appendix A. The assignments in Appendix A shall be applicable to work covered by this Agreement and shall not be construed as creating a work assignment precedent in jurisdictional disputes between the Parties on projects not covered by this Agreement.

Section 2. If a jurisdictional dispute arises on a project covered by this Agreement, the disposition of such dispute shall be as follows:

a. The International Unions involved in the dispute shall promptly assign International Representatives to meet with the Employer and attempt a settlement.

b. If the International Representatives in the previous step cannot reach agreement on the dispute within three (3) working days of their meeting, they shall jointly prepare and sign a complete statement of the facts and circumstances involved in the dispute, which shall be submitted within five (5) working days of their meeting to the representatives of the International Unions listed in Article 4, Section 6 involved in the dispute who shall promptly meet and attempt to reach a settlement.

c. If the dispute is not settled by the representatives of the International Unions involved in the dispute at the previous step within five (5) working days of the referral of the dispute to them, then any International Union involved in the dispute may serve a demand for arbitration upon the other involved International Union(s) and the responsible contractor, and those parties shall within three (3) days mutually select one of the following designated arbitrators: Paul Greenberg, Thomas Pagan, or J.J. Pierson. The selected Arbitrator shall schedule the hearing within seven (7) business days from the date of selection. If the Arbitrator cannot hear the case within the required timeframe, one of the other arbitrators shall be selected to hear the case unless all parties agree to waive the seven-day time limit. In rendering the award, the Arbitrator shall determine:

i. First, whether the assignment is in accordance with Appendix A;

ii. Only if the Arbitrator finds that the assignment is not governed by Appendix A, or is not otherwise determined by Appendix A, shall the Arbitrator then determine whether an agreement of record or applicable agreement including a disclaimer agreement, between the International Unions to the dispute governs;

iii. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, shall the Arbitrator then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Arbitrator shall base the Arbitrator's decision on the prevailing practice in the locality. Except that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

iv. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

v. The Arbitrator shall set forth the basis for their award and shall explain their findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable.

vi. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

vii. Any award rendered shall be final and binding on the International Unions and Employer and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work or project.

ARTICLE 14
UNION REPRESENTATION

Section 1. Authorized representatives of the Unions and their local unions shall have access to the projects provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project. Employers recognize the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the signatory Unions.

Section 2. Each Union which is a party to this Agreement shall have the right to designate a working journeyperson as a Steward, for each shift being worked. Such designated Steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of the Steward's Employer and not with the employees of any other Employer. The Steward shall be the last employee to be laid off, provided the Steward is qualified to perform the remaining work to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

ARTICLE 15
TRAVEL AND SUBSISTENCE

Section 1. Travel expenses, travel time, subsistence allowance and/or zone rates in applicable CBAs shall not apply. For projects located in sparsely populated or geographically remote areas where such payments are mutually deemed in the best interest of the project, the Employer and the Union shall negotiate the types and amounts of such payments.

ARTICLE 16
GENERAL WORKING CONDITIONS

Section 1. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals available in the local area. All foremen shall take orders from the designated Employer representatives. Craft foremen shall be designated working foremen at the request of the Employer.

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of employees other than as may be required by safety regulations.

Section 3. The Employer shall establish reasonable project rules. These rules will be reviewed at the pre-job conference, posted at the project site and provided to each employee by the Employer. Any project rules established after the pre-job conference must be reviewed with the Unions at least forty-eight (48) hours prior to such rules taking effect.

ARTICLE 17
SAFETY

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Unions or any of their local unions liable to any employees or to other persons in the event that injury or accident occurs.

Section 3. The parties to this Agreement do hereby recognize the need to provide a drug and alcohol-free workplace. Drug and alcohol testing for all work at Designated Projects shall be performed pursuant to the Employer's reasonable policies and procedures. Such policies and procedures will be reviewed at the pre-job conference, posted at the project site and provided to each employee by the Employer. Any such policies and procedures established after the pre-job conference must be reviewed with the Unions at least forty-eight (48) hours prior to such rules taking effect. All disputes arising out of implementation of these policies and procedures shall be subject to Article 11.

Section 4. An employee/applicant who has submitted a specimen for a screen and whose drug test's ultimate and final result is "Current" (Negative, Compliant) status, shall be compensated for any time that their scheduled shift/shifts worked while waiting for the ultimate and final result of the drug test. An employee/applicant whose ultimate and final substance abuse analysis results in "Non-Current" (non-negative, out of compliance) will not be compensated for any waiting time incurred.

ARTICLE 18
WORK STOPPAGES AND LOCKOUTS

Section 1. During the Term of this Agreement, no Employer shall engage in any lockout at the Project.

Section 2. During the Term of this Agreement, no signatory Union or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in

any picketing of the project for any reason including but not limited to the expiration of any of the applicable CBAs or any jurisdictional dispute on the Project. In the event of an economic strike or other job action upon the termination of an existing applicable CBA, in no event shall any adverse job action be directed against the project. Rather, all provisions of the subsequently negotiated applicable CBA shall be retroactive for all employees working at the project, provided such a provision for retroactivity is contained in the newly negotiated applicable CBA or otherwise agreed to between the parties to the newly negotiated applicable CBA.

Section 3. In the event that an Employer fails to pay any wages or fringe benefits to any employee performing work under this Agreement or fringe benefit fund established under any of the applicable CBAs and/or Trust Agreements incorporated therein as to the obligation and/or payment of fringe benefit contributions and/or wages provided under the applicable CBA and/or Trust Agreement incorporated therein, upon forty-eight (48) hours' notice to the owner or developer, the signatory Unions retain the right to instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of the project until an amount sufficient to satisfy the amount claimed has been paid to such employee, signatory Union, or fringe benefit fund.

Section 4. Neither the Union nor its applicable local union shall be liable for acts of employees for which it has no responsibility. The International Union General President(s) will immediately instruct, order and use the best efforts of their office to cause the local union(s) to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local union. The principal officer or officers of a local union will immediately instruct, order and use the best efforts of their office to cause the employees the local union represents to cease any violations of the Article. A local union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

ARTICLE 19
SUBCONTRACTING

Section 1. The Employer agrees that neither it nor any of its subcontractors of any tier will subcontract any work to be done on the project except to a person, firm or corporation party to this Agreement. Any Employer on a project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement.

Section 2. The General Contractor shall require all contractors of whatever tier to accept and be bound by this Agreement by executing the Letter of Assent set forth in Appendix B prior to their

commencement of work. The General Contractor shall submit each Employer's Letter of Assent to each of the signatory Unions prior to the Employer's performance of Covered Work on a project. In addition, the General Contractor shall assure that all tiers of sub-contractors comply with the terms and conditions of this Agreement. The furnishing of materials, supplies or other equipment and the delivery thereof shall in no case be considered subcontracting.

ARTICLE 20
AMENDMENTS

Section 1. The parties may mutually agree to modify terms of this Agreement in an addendum to this Agreement, except that the parties shall not make any modifications to the jurisdictional assignments in Appendix A unless such modifications are required by law or agreed to by all Unions.

ARTICLE 21
GENERAL SAVINGS CLAUSE

Section 1. If the application of any Article or provision of this Agreement, including its Appendices, conflict with state or local laws of any type for the area in which the project is being constructed, the parties agree that the conflicting application shall have no force and that the Agreement shall instead be applied in accordance with the law. Moreover, if any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Section 2. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE 22
TERM OF AGREEMENT

The provisions of this Agreement shall continue in full force and effect for three years from the date signed, and thereafter year to year until terminated or modified at the option of either party, upon notice, in writing, to the other party within sixty (60) days prior to the expiration date of this Agreement, or any subsequent anniversary date. Notwithstanding the previous sentence, the provisions of this Agreement shall continue in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement, or the Agreement has been approved for implementation in accordance with Article 4, Section 1.

SIGNED THIS _____ DAY OF_____, 20_____.

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

_____
General President

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

_____
General President

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

_____
General President

FOR THE EMPLOYER:

_____
Signature

_____
Name and Title

_____
Company Name

_____
Address

_____
City State Zip

_____
Telephone and Fax Numbers

APPENDIX A

JURISDICTIONAL ASSIGNMENTS

Item	Work Description	Assignment
	General Requirements	
1	All Hoisting With Cranes	IUOE
2	Telehandlers	IUOE
3	Construction Traffic Control & Signing	LIUNA
4	Temporary Fencing	LIUNA/IUOE
5	Site Surveying, Layout* & Grade Control Points	Specialty Subcontractor

*If General Contractor self-performs layout during the excavation of the Projects, a laborer will be utilized in the crew to stake grade marks.

6	Temporary Facilities & Yard	IUOE/LIUNA
7	PV Metering, Monitoring	Specialty Subcontractor
8	Third Party Testing & Quality Control	IBEW/IUOE/LIUNA
9	Off-Road Transportation Vehicles	Each Craft/Busses as needed
10	General Site Clean-Up	LIUNA

**Use of Gators or transportation vehicles of the like for general site clean-up shall be performed by LIUNA.

11	Earth Auguring & Earth Excavation (if required)	IUOE
12	Installation of Solar Panel Foundations (Stone)	IUOE/LIUNA
13	Installation of Solar Panel Foundations (Concrete)	IUOE/LIUNA
14	Installation of Solar Panel Posts ******For solar panel post installation, a two-person crew shall consist of one operator and one laborer; a three-person crew shall consist of one operator and two laborers. In the event that a new industry-wide piece of equipment is brought on-site for installation of solar panel posts, it is understood and agreed to that for every one operator manning such equipment, one laborer shall man such equipment.	IUOE/LIUNA

15	Unloading Materials in Laydown Yard	IUOE/LIUNA

****It is understood that the post, rack, and panel are delivered to the point of installation by IUOE and LIUNA. IBEW is not prohibited from obtaining materials needed for the completion of the work such, junction boxes, combiner boxes, electrical cable, CAB system and other materials required to be kitted prior to bringing them to the point of installation.

16	Unloading and Distribution of Materials in the Field	IUOE/LIUNA
17	Installation of Panel Racking System	LIUNA/IUOE
	a. Mechanical assembly of post caps, bearings, torque tubes, purlins—LIUNA b. Operation of Telehandler for Panel Racking System installation—IUOE In the event LIUNA or the IUOE cannot fulfill the manpower requirements of item 17, the Employer(s) shall use the IBEW to perform the work prior to seeking workforce elsewhere.	
17.1	Installation of Motors, grounding and bonding and controls for Panel Racking System *Electrical testing to confirm Panel Racking System is an electrically bonded assembly and part of the Equipment Grounding System to be performed by IBEW. Troubleshooting and corrective action of a failed electrical test to be performed by IBEW.	IBEW
18	Forming (if required)	LIUNA
19	Placement of Structural Concrete (if required)	LIUNA
20	Stripping of Forms (if required)	LIUNA
21	Backfilling & Compaction of Subsoil/Topsoil at Completed Solar Panel Foundations (if required)	IUOE/LIUNA
22	Site Restoration	IUOE/LIUNA
Access Roads, Perimeter Fencing, Erosion Control, Landscaping		
23	Stripping & Excavation of Access Roads	IUOE
24	Installation of Filter Cloth for Access Road Construction (if required)	IUOE/LIUNA
25	Installation & Placement of Granual Materials	IUOE
26	Compaction & Grading of Granual Materials	IUOE
27	Installation of CMP Culverts at Driveway & Water Coarse Crossings	IUOE/LIUNA
28	Installation of Perimeter Fencing	IUOE/LIUNA Specialty Subcontractor
29	Hauling of Site Excavated Materials	IUOE
30	Vegetation Management & Weed Control	LIUNA
31	Dust Control	LIUNA

*****Operation of large water trucks shall be performed by IUOE. However, any use of a Gator or transportation vehicle of the like to be used for dust control shall be performed by LIUNA.

32	Installation & Maintenance of Stormwater Pollution Prevention Plan Systems & Equipment	LIUNA
Solar Panel Erection, Panel Wiring, Collection, Current Inversion, Substation		
33	Offloading of Solar Panel Modules in Yard	IUOE/LIUNA
34	Offloading, Distribution & Unwrapping of Solar Panel Modules in Field	IUOE/LIUNA
34.1	Removal of packing material, wrapping and debris: IUOE to operate skidsteers; LIUNA to operate gators	LIUNA/IUOE
35	Place Solar Panel Modules ****** In the event that the IBEW cannot fulfill the manpower requirements of item 35, the Employer(s) shall use LIUNA to perform the work prior to seeking workforce elsewhere.	IBEW

36	Connect Panels to D.C. Wiring Harness	IBEW
37	Install Wiring Harnesses	IBEW
38	Installation of Inverter Foundations (Stone)	IUOE/LIUNA
39	Installation of Inverter Foundation (Concrete)	IUOE/LIUNA
40	Install Combiner Boxes	IBEW
41	Trench for D.C. Cables to Inverter ******D.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches	IBEW/IUOE/LIUNA

42	Install Underground D.C. Cabling	IBEW
43	Terminate D.C. Cabling	IBEW
44	Install Inverter Skids	IBEW/IUOE
45	Terminate Inverter Skids	IBEW
46	Install Junction Boxes	IBEW
47	Trench for A.C. Cables to Transformer *******A.C. Trench excavation and backfill will be done by IUOE/LIUNA, but during the installation of the cables, IBEW will do incidental excavation in pre-excavated trenches.	IBEW/IUOE/LIUNA

48	Install Underground A.C. Cabling	IBEW
49	Terminate A.C. Cabling	IBEW
50	Install Transformers	IBEW/IUOE

51	Low Voltage Start-up Testing & Commissioning	IBEW
52	Operation of Skidsteers	IUOE
53	Operation of Gators	LIUNA

	Energy Storage Foundations	
54	Installation of Energy Storage Unit Foundations (Stone)	IUOE/LIUNA
55	Installation of Energy Storage Unit Foundations (Concrete)	IUOE/LIUNA
56	Installation of Underground Electrical Raceways including all trenching and backfill done by hand	IBEW
	***Equipment used for trenching shall be assigned to the IUOE	IUOE
57	Unloading Materials in Laydown Yard	IUOE/LIUNA
58	Forming (if required)	LIUNA
59	Placement of Structural Concrete (if required)	LIUNA
60	Stripping of Forms (if required)	LIUNA
61	Backfilling & Compaction of Subsoil/Topsoil at Foundations (if required)	IUOE/LIUNA
62	Site Restoration	IUOE/LIUNA
	Energy Storage Systems	
63	Offloading of Containerized or Individual Energy Storage Systems	IBEW/IUOE/LIUNA
64	Installation and Assembly of Battery Packs	IBEW
65	Installation and Assembly of Energy Storage System Racking and Equipment	IBEW
66	Welding	IBEW
67	Cube to Cube Connections of All Megapacks	IBEW
68	Installation of Inverters	IBEW
69	Installation of Inverter Foundation (Concrete)	IUOE/LIUNA
70	Installation of Transformers	IBEW
71	Installation of Power Cables and Associated Raceways both Above and Below Ground	IBEW
72	Termination of Power Cabling	IBEW
73	Installation of Grounding and Bonding Systems Including All Related Wiring and Components	IBEW
74	Installation and Testing of All Monitoring and Maintaining Equipment	IBEW
75	Installation of Electrical Safety Components	IBEW

76	Electrically Activated Fire and Smoke Detecting and Protection Devices	IBEW
77	Installation of Data Cables and Associated Raceways both Above and Below Ground	IBEW
78	Terminating of Data Cabling	IBEW
79	Start-up and Commissioning of All Equipment	IBEW/Specialty Contractor
80	Clean-up of Electrical Materials	IBEW

APPENDIX B

SUBCONTRACTOR LETTER OF ASSENT

_____ _____, 20____
Month Day

The undersigned employer ("Subcontractor") has received and reviewed a copy of the National Tri-Trade Solar Agreement ("Agreement"), and hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the Subcontractor to being prohibited from working on any project covered by the Agreement until full compliance is obtained.

(2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Agreement and this Letter of Assent but only for work covered, and as required, by the Agreement.

(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by Subcontractor but only for work covered, and as required, by the Agreement.

(4) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Agreement.

(5) Agrees to secure from any Contractor(s) (as defined in the Agreement) which is or becomes a subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

_____
Company Name (Print)

_____
Authorized Company Officer/Representative (Signature)

_____
Authorized Company Officer/Representative Name (Print)

_____
Authorized Company Officer/Representative Title (Print)

_____
Phone Number

_____
E-Mail Address (Print)

APPENDIX C

NATIONAL PARTICIPATION AGREEMENT OF THE LABORERS'-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

Background

1. The Employer has entered into a Collective Bargaining Agreement with the Union which requires the Employer to make periodic contributions to various benefit funds with regard to covered employees. These funds are subject to Section 302(c) of the Labor Management Relations (Taft-Hartley) Act which requires contributing employers to adopt the funds' trust agreements as a condition of contributing. The Employer wishes to satisfy that obligation with regard to all funds by execution of a single document.

2. The Employer also wishes to satisfy its periodic contribution obligations to all of the benefit funds by submitting its required payments and reports to the Laborers-Employers Benefit Plan Collection Trust ("Collection Trust") which, as a clearinghouse, will distribute the payments received from the Employer to the appropriate funds in accordance with the terms of the Collective Bargaining Agreement. By submitting such contributions to the Collection Trust, the Employer avoids the burdens of submitting multiple periodic reports and payments to multiple funds by submitting one report and one payment to the Collection Trust.

3. To the extent that the Employer has also agreed to deduct Union dues or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer wishes to satisfy that obligation by submitting same to the Collection Trust for distribution to the Union or other organization.

4. This Participation Agreement may be adopted by express reference to it in the Collective Bargaining Agreement that binds the Employer and all of the other Employers bound by the Collective Bargaining Agreement. Alternatively, this Participation Agreement may be adopted by an individual Employer with the consent of the Union, in which case the Employer and the Union must sign this Participation Agreement at the bottom.

Agreement

To accomplish the purposes described above and in consideration of the mutual promises reflected in the Collective Bargaining Agreement of which this Participation Agreement is a part, the Employer and the Union hereby agree as follows.

1. The Employer hereby adopts and accepts the agreement and declaration of trust of each of the benefit funds referenced in the Collective Bargaining Agreement to the same effect as if the Employer signed each such document. The Employer hereby acknowledges that it has received each agreement and declaration of trust or that each such document has been made available to the Employer.

2. All benefit fund contributions required by the Collective Bargaining Agreement shall be submitted to the Collection Trust. The contributions shall be made at the rates set forth in the Collective Bargaining Agreement. The contributions shall be submitted to the Collection Trust at such times and in such manner as required by the Collection Trust, but no less frequently than monthly. The Employer shall also submit to the Collection Trust such written reports verifying its contributions as the Collection Trust may require.

3. The Employer's contributions shall be deemed paid upon receipt by the Collection Trust. The Collection Trust shall distribute the payments that it receives to the appropriate funds, as identified in the Collective Bargaining Agreement, as soon as practicable after receipt.

4. (a) In the event that the Employer fails to submit contributions or

reports when due, the Employer shall be considered delinquent and in default. The Employer shall be subject to all rules, procedures, and remedies relating to delinquent contributions that each benefit fund has adopted, which may include the imposition of interest, liquidated damages, auditing fees, collection costs, and attorneys' fees. A delinquent Employer may be sued by any benefit fund, or by the Collection Trust, to collect delinquent contributions and obtain other relief from the Employer for its own benefit or for the benefit of all benefit funds to which the Employer is delinquent.

(b) A delinquent Employer may also be subject to any remedies or penalties provided under the Collective Bargaining Agreement. However, no grievance, arbitration or other dispute resolution procedure provided for by the Collective Bargaining Agreement shall in any way limit the right of the Collection Trust or of any benefit fund to bring a lawsuit to collect amounts owed by the Employer.

(c) Each benefit fund and the Collection Trust shall be entitled, from time-to-time, to audit the payroll and related records of the Employer to verify the accuracy of the contributions made by the Employer. Such an audit shall be at the benefit fund's or the Collection Trust's expense, unless the Employer is delinquent and the benefit fund's or Collection Trust's rules provide otherwise.

5. In addition to the contributions to benefit funds required by the Collective Bargaining Agreement, the Employer shall contribute ten cents ($0.10) for each hour worked under the Collective Bargaining Agreement for the benefit of the Collection Trust itself. This rate of contributions may be increased from time-to-time by agreement between the Employer and the Union. Such contributions shall be submitted to the Collection Trust periodically with the Employer's contributions to the benefit funds. If the Employer is more than sixty (60) days delinquent in submitting contributions owed to the Collection Trust, the Collection Trust shall be entitled to interest at the rate of 1.0% per month compounded from the date on which the contributions were due and the costs of collection, including attorneys fees.

6. To the extent that the Employer has also agreed in the Collective Bargaining Agreement to deduct Union dues and / or other voluntary payments to Union-related organizations from the wages or salary payable to its employees and submit same to the Union or other organization, the Employer shall satisfy such obligation by periodically submitting same to the Collection Trust at such times and in such manner as provided in the Collective Bargaining Agreement or in another agreement between the Employer and the Union.

7. The Collection Trust shall have no responsibility or liability to any party or third party beyond distributing the amounts it receives from the Employer on behalf of a benefit fund, the Union, or Union-sponsored organization to such fund, Union or other organization. To defray part of its costs, the Collection Trust may retain any interest income earned on contributions and other sums received from the Employer while such amounts are on deposit in the Collection Trust's account awaiting distribution and payment.

8. This Participation Agreement shall be effective as of the effective date of the Collective Bargaining Agreement, or such later date as this Participation Agreement is adopted by the Employer and the Union and a copy is delivered to the Collection Trust. This Participation Agreement shall remain in effect for the term of the Collective Bargaining Agreement, including any extension thereof, and for the term(s) of any successor collective bargaining agreement(s) unless terminated earlier by a written agreement between the Employer and the Union that is delivered to the Collection Trust.

Acknowledgment

The Employer and the Union acknowledge their agreement to the terms set forth above by causing their authorized representatives to place their signatures below.

FOR THE EMPLOYER:

Name of Employer: _____

Name of Representative: _____

Signature: _____

Date: _____

FOR THE UNION:

Name of Union: _____

Name of Representative: _____

Signature: _____

Date: _____

NOTE: A copy of this Participation Agreement as well as a copy of the Collective Bargaining Agreement (and of any successor agreement) must be delivered to the Collection Trust at the following address:

Michael DiBitetto
Administrator
Laborers-Employers Benefit Plan Collection Trust
905 16th Street, N.W.
Washington, D.C. 20006

National Tri-Trade Solar Agreement Request Form

1. Name of Project			2. Date
3. Name of Requesting Company		4. Name of Client	
5. Location of Project (city & state)			
6. Prime or General Contractor			
7. General Description of Project			
8. Award Date	9. Start Date	10. Duration	11. Project Dollar Value
12. Name of Contractor Representative		13. Telephone Number/Fax Number	
14. Estimated Total Project Craft Manhours			
15. Work to be Subcontracted			
16. Remarks			
17. Accepted by:	IBEW ☐	LIUNA ☐	IUOE ☐
Date:			

Application process for utilization of the National Tri-Trade Solar Agreement

In accordance with Article 4, Section 1, all requests to utilize the Agreement must include the enclosed project request form and be sent by email to the following recipients:

- For LiUNA
  - Brendan O'Sullivan
    - Email: constmail@liuna.org
    - Phone: (202) 942-2335
- For the IBEW
  - Matt Paules
    - Email: Construction@IBEW.org
    - Phone: (202) 728-6078
- For the IUOE
  - John Downey
    - Email: Construction@iuoe.org
    - Phone: (202) 778-2684

The Unions will individually respond to the Employer within 10 business days or less following receipt of the request whether the Agreement may be applied to the Employer's project. If approved, the Unions shall then instruct the Employer to provide their signature to the Agreement and return it to the Unions. The Agreement is not in effect until an executed copy is returned to the Unions by the Employer.

EXHIBIT E: NATIONAL MAINTENANCE AGREEMENT

National Maintenance Agreement



Building a Partnership of
Safety, Productivity, Quality, and Strength

Effective January 1, 2012

MISSION STATEMENT
NATIONAL MAINTENANCE AGREEMENTS

BUILDING A PARTNERSHIP
OF
SAFETY, PRODUCTIVITY, QUALITY AND STRENGTH

Since its inception in 1971, the National Maintenance Agreements Policy Committee, Inc. Program (NMAPC Program) has been administered under a system of tripartite governance and cooperation, with Owners, Contractors and building trades Craft Workers sharing equally in the responsibilities and rewards generated by the NMAPC Program.

Understanding that the NMAPC Program's viability is equal only to the sum of its parts, careful consideration has been given over the years to ensure that proper balance is maintained among the three participants in the NMAPC Program. Such balance is necessary if the NMAPC Program is to maintain its stated goal of "Building a Partnership of Safety, Productivity, Quality and Strength."

In achieving that goal, the National Maintenance Agreements Policy Committee, Inc. (NMAPC) recognizes and addresses the following common concerns of the partners:

- ✦ Safety in all phases of work
- ✦ No disruptions of Owner's work
- ✦ Performance on schedule
- ✦ Cost-effective and quality craftsmanship
- ✦ Productivity flexibility
- ✦ A trained, available workforce
- ✦ Attainable work opportunities
- ✦ Resolution process for job site issues
- ✦ Consistent terms and conditions

By recognizing, addressing, and delivering on these concerns, the NMAPC Program reflects a true partnership dedicated to providing the most effective tool for the performance of work in industrial construction maintenance.

The NMAPC Program is administered and guided by the NMAPC. The NMAPC is a joint committee of labor and management representatives committed to achieving the NMAPC Program's stated goals and satisfying the individual and collective concerns of the participants.

Thus, the NMAPC provides a guarantee to Owners, Contractors and Craft Workers that the NMAPC Program will continue to deliver dynamic leadership in addressing the realities of industrial construction, maintenance, repair, replacement, renovation, and modernization, and that it will continue to provide a state of the art delivery system for the performance of such work. The NMAPC is truly designed to deliver partnerships of "Safety, Productivity, Quality and Strength."

NATIONAL MAINTENANCE AGREEMENTS
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NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this _____day of _____ 20___, by and between _____
(Employer)
of_____, (hereinafter referred to as the Employer)
(City) (State)
and the CRAFT NAME (hereinafter referred to as the Union), for the purpose of industrial construction, maintenance, repair, replacement, renovation, and modernization work performed by the Employer in various plants.

ARTICLE I – RECOGNITION

1. The bargaining unit under this Agreement shall comprise the Union on behalf of (*CRAFT NAME*) employees of the Employer, now employed and employed in the future for industrial construction, maintenance, repair, replacement, renovation, and modernization in various plants within the geographical jurisdiction of the (*CRAFT NAME*). This Agreement does not apply to general superintendents, superintendents, assistant superintendents, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

2. It is agreed between the Union and the Employer that this Agreement is applicable to industrial construction, maintenance, repair, replacement, renovation, and modernization work that is primarily within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. It is further agreed that should the plant owner also award work to the Employer that is within the recognized and traditional jurisdiction of another Union with which the Employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with Agreements and Decisions of Record, attested Agreements, established trade practice, or prevailing area practice.

3. The Employer is required to conduct a pre-job conference, including craft work assignments, for each project performed under the National Maintenance Agreements (NMA). Written craft work assignments will be distributed to the appropriate Unions, not to exceed ten (10) working days after the pre-job conference. Pre-job conferences may be performed via teleconference. It is the responsibility of the Employer to notify the appropriate Building Trades Council having jurisdiction, as well as all International Unions, of the time and place of the pre-job conference. A pre-job conference outline can be obtained from the NMAPC office and/or any participating International Union. Failure to comply with this Section is a violation of this Agreement. All signatory Unions and signatory Contractors stipulate that failure to hold a pre-job conference is a grievable offense and shall result in a $500 penalty, payable to a designated NMAPC Fund.

4. For short term (less than 5 working days) or weekend projects, the Employer may contact the appropriate crafts via telephone, FAX or e-mail regarding work assignments. For projects of longer duration, the Employer shall convene a pre-job conference, upon sufficient notice so that all appropriate crafts have an opportunity to participate.

5. During the existence of the Agreement, there shall be no strikes, lockouts, work stoppages, or picketing arising out of any jurisdictional dispute. Work will continue as originally assigned, pending resolution of the dispute.

6. Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by the Agreement, all signatory Unions and all Employers, signatory to this or any other NMA, stipulate that they will abide by the following procedures for the resolution of jurisdictional disputes. A party challenging an assignment shall notify all affected parties, i.e. Unions and Employer, by mail, FAX, or e-mail. All disputes involving craft work assignments shall be referred to the International Unions, with which the Local Unions are affiliated, providing the International Union and the Employer an opportunity to resolve the dispute.

7. If the International Unions and the Employer fail to resolve the dispute after five (5) working days from the date they were notified of the dispute any International Union or Employer directly involved in the dispute may refer the matter to arbitration via letter, FAX, or e-mail to the NMAPC Impartial Secretary for resolution under this procedure. Any party referring the matter to the Permanent Umpire must include written evidence that the affected International Unions attempted to resolve said dispute.

8. The Umpire will schedule and hold a hearing within seven (7) working days of the referral of the dispute. The Umpire shall notify the Employer and the appropriate International Unions by FAX and/or e-mail of the place and time chosen for the hearing. The Employer and International Unions party to a dispute will be allowed to have only one (1) representative from each party personally appear at any hearing scheduled by the Umpire. Participation in a hearing through either a personal appearance by outside legal counsel on behalf of a party or telephonically by any party will not be allowed. A party's failure to attend the hearing, without good cause, as determined by the Umpire, shall not delay the hearing of evidence or issuance of a decision by the Umpire. The time period set forth herein can be extended by mutual written agreement of the parties.

9. The Umpire shall issue a decision within three (3) working days after the case has been closed. The decision of the Umpire shall be final and binding on all parties to the dispute and shall be predicated upon the particular facts and evidence presented regarding this dispute and shall be effective only on the particular job in question.

10. In rendering a decision, the Umpire shall determine:

> a. First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

b. Only if the Umpire finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, shall consideration be given to the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Umpire shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Umpire shall base any decision on the prevailing practice in the locality. Except that if the Umpire finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Umpire shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality;

c. Only if none of the above criteria is found to exist, the Umpire shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored;

d. The Umpire shall set forth the basis for their decision and shall explain their findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Umpire shall explain why the higher-ranked criteria were not deemed applicable.

11. The Umpire is not authorized to award back pay or any damages for a misassignment of work, nor may any party to this procedure bring an independent action for back pay or any other damages, based upon a decision of the Umpire.

12. The fees and expenses of the Umpire shall be the responsibility of the non-prevailing party or parties to the arbitration.

13. The Employer shall not be subject to disputes regarding work assignments made by its subcontractors. However, the Employer must ensure that its subcontractors are signatory to the NMA(s) and are performing work under the terms and conditions of the NMA(s), and are following the procedures of this Article.

14. The Employer recognizes the Union herein as duly constituted for the purpose of bargaining collectively and administering this Agreement for the members affiliated with (CRAFT NAME).

ARTICLE II – UNION SECURITY

1. All employees covered by this Agreement and members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement.

2. All employees hired by the Employer shall, as a condition of employment, become and remain members in good standing of the Union within eight (8) days following the date of their employment.

3. Any employee, who is a member in good standing of any signatory International Union, shall be considered in compliance with the Union Security Article in this contract, so long as the employee maintains good standing in the Union.

4. In nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws.

5. This provision shall not preclude such probationary employees' rights under Article VI relative to any grievance arising under any other section of this Agreement.

ARTICLE III – NONDISCRIMINATION

1. The Union and the Employer agree to comply with all applicable Federal and State equal employment opportunity and nondiscrimination in employment laws.

ARTICLE IV – SCOPE OF WORK

1. This Agreement covers all work assigned by the Owner to the Employer and performed by the employees of the Employer covered by this Agreement.

2. This Agreement does not cover work performed by the Employer of a new construction nature, in which event said work shall be done in accordance with existing building construction agreements.

3. The Union and the Employer understand that the Owner may choose to perform, directly subcontract, or purchase any part or parts of the work necessary on the project with due consideration given to achieving the highest standards and harmonious working conditions herein.

4. It is the intent of the parties that in-plant employees of the Owner will not be assigned to work directly with building and construction trades employees of the signatory Employer on the portion of the work assigned to the signatory Employer by the Owner. However, Paragraph 4 does not preclude in-plant employees of the Owner from performing work that has not been assigned to the signatory Employer while the building and construction trades employees of the Employer are present and working.

5. This Agreement shall have application only to the work location agreed upon between the Employer and the Union.

ARTICLE V – SUBCONTRACTING

1. All subcontracting of work at any tier covered by this Agreement shall be performed under this Agreement, other NMA(s), or any agreement approved as compatible by the NMAPC.

2. By becoming signatory to this Agreement the Employer acknowledges and agrees that any Union signatory to an NMA may bring a grievance under Article VI to enforce this subcontracting provision, and that monetary damages for lost wages and fringe benefits may be awarded for failure to subcontract work to Employers signatory to this Agreement, other NMA(s), or any agreement approved as compatible by the NMAPC.

ARTICLE VI – GRIEVANCES

1. Except for jurisdictional disputes and those involving general wage rates, all disputes and grievances arising out of work performed under this Agreement involving the meaning or interpretation of any provision in this Agreement, or involving the meaning or interpretation of any provision in any other agreement incorporated by reference in this Agreement shall be resolved in the following manner:

a. All grievances shall be filed within ten (10) calendar days after the complained of event arose. Grievances shall be appealed to steps two (2) and three (3) within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be made at any step of the grievance procedure and shall be final and binding on the Union and Employer.

Step 1. Between the Employer's Supervisor and the Local Union Steward at the job site.

Step 2. Between the Business Representative and the Employer's Supervisor at the job site.

Step 3. Between the International Union Representative and the Supervisor or Labor Relations Manager.

Step 4. If the parties are unable to settle or resolve any grievance or controversy, the matter shall be submitted to the NMAPC for a decision to become effective immediately (parties should refer to NMAPC Grievance Procedures as amended June 17, 2011 at this step).

Step 5. Failure of the NMAPC to reach a decision shall constitute a basis for a submittal of the question by the affected parties to the American Arbitration Association for a binding decision. In such instances, the affected parties to the dispute shall appoint an arbitrator to review the matter and render a binding decision. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall appoint one. The affected parties to the arbitration shall equally share in the costs, including printing and publication of any record of such arbitration.

b. The Arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement. Any award of the Arbitrator shall be final and binding upon the Employer and the Union. The Arbitrator shall submit a copy of the award to the NMAPC after the award is rendered.

ARTICLE VII – UNION REPRESENTATIVE

1. A Steward shall be a qualified craftsperson appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall be the last employee to be laid off, provided the Steward is qualified to perform the remaining work to be done at the job. The Steward shall not be terminated or laid off, except as the last employee, without prior notice to the Union.

2. Union representatives shall have reasonable access to jobs operated within the plant locations subject to Employer and Owner regulations.

ARTICLE VIII – WAGES

1. Wage rates shall be those as set forth in the current Labor Agreement of the affiliated Local Union where such work is to be performed and shall be paid to all employees under the terms of this Agreement. Unless otherwise modified by the NMAPC, wages shall be paid weekly by check or other legal tender.

2. When zone type wage structures are provided for in local agreements and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

ARTICLE IX – BENEFITS AND OTHER MONETARY FUNDS

1. Welfare Funds, Pension Funds, Apprentice Training Funds and other monetary funds required by the Local Union or District Council Labor Agreement shall be paid in accordance with the Local Labor Agreement, except that no funds shall be paid that exceed the straight time and overtime provisions of this Agreement.

2. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established between Local Unions of the (CRAFT NAME) and recognized bargaining agencies of contractors in the area.

3. Industry Advancement or Promotion Funds required by the Local Labor Agreement may be paid at the discretion of the Employer. However, if approved by the NMAPC, these funds must be paid in accordance with the Local Labor Agreement.

4. Once an Employer is legally notified that it is delinquent in its contributions to the fringe benefit funds, apprenticeship fund, dues check off or any other contractually required contribution, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of Article XXII shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with Article XXII, does not allow said craft to establish any picket line.

5. An Employer who has been properly notified of delinquent benefit funds will not be allowed to submit any NMA site extension requests until all obligations are current.

ARTICLE X – COMPENSATION INSURANCE

1. For all employees covered by this Agreement, the Employer shall provide Workers' Compensation Insurance, Social Security and other protective insurance as may be required by law, and also furnish satisfactory proof of such to the Union.

2. In an effort to enhance the competitive position of the Employer and to provide greater work opportunities for members of the Union, the Employer and Local Unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

ARTICLE XI – HOLIDAYS

1. For purposes of uniformity, the following Holidays shall be observed and, if worked, shall be paid at the rate applicable in the appropriate local agreement not to exceed double time:

New Year's Day
Presidents' Day (Federal)*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2. If any of these listed Holidays fall on Sunday, the following Monday shall be observed as the Holiday. If any of the listed Holidays fall on Saturday, the preceding Friday shall be observed as the Holiday.

3. *Presidents' Day (Federal) may be considered a floating Holiday and may be celebrated on an alternate day. Should the Building Trades Council that encompasses the geographical jurisdiction of where work is being performed under this Agreement, desire to celebrate Presidents' Day on an alternate work day, authorization must be obtained in writing from the NMAPC office.

ARTICLE XII – MINIMUM PAY / REPORTING TIME AND CALL-INS

1. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the Employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. If the Employer considers it necessary to shut down work to avoid endangering the life or the safety of its employees the Employer will not be

in violation of this Agreement. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the Employer requests employees to remain available for work, the employees will be compensated for such time. If a project is shutdown because of weather, employees who reported to work shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this Section are not applicable where the employee voluntarily quits, or is laid off, or is out by reason of a strike.

2. A call-in, which is defined as the notification to an employee to report for work by whatever means for work outside of his/her regular shift or on his/her regularly scheduled day(s) off or Holiday, shall be paid in accordance with one of the following methods:

a. A call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked prior to the scheduled shift, at the applicable overtime rate;

b. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or Holiday, the employee shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when his/her call-in is prior to and continuous with the normal work hours.

c. Any call-in not continuous with the employee's regular work shift, will be paid a minimum of four (4) hours at the applicable overtime rate.

ARTICLE XIII – SUPERVISION

1. The designation, appointment and determination of the number of foremen and/or general foremen is the sole responsibility of the Employer. There is a requirement for initial supervision. However, the Employer shall not be unreasonably burdened with additional demands for supervision.

2. When established for a craft, one (1) top hourly craft-supervisor (foreman and/or general foreman) shall be guaranteed forty (40) straight-time hours per week. The forty (40) straight-time hour guarantee applies to straight-time hours, and the accumulation of overtime hours may not be considered for the purpose of applying those overtime hours to the "guaranteed forty (40) hours" provision. The forty (40) straight-time hour guarantee provision shall apply on a per Employer, per craft, per shift basis. It is understood that the individuals receiving such guarantee may, at the discretion of the Employer, be required to remain on the job.

3. Such guarantee shall not apply when the first or commencing week of a job is less than forty (40) hours, or when the top hourly craft supervisor is terminated due to reduction in force or job completion.

ARTICLE XIV – TRAVEL AND SUBSISTENCE

1. No subsistence, travel allowance, mileage or pay for travel time is required to be paid to any employee covered by the terms of this Agreement.

ARTICLE XV – WORK HOURS PER DAY

1. Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday, inclusive, shall constitute a week's work. The regular starting time shall be eight (8:00) A.M., and the regular quitting time shall be four-thirty (4:30) P.M.; lunch time shall be twelve (12:00) noon to twelve-thirty (12:30) P.M.

2. When shifts are required, the first (1st) shift shall work eight (8) hours at the regular straight-time rate. The second (2nd) shift shall work eight (8) hours at the regular straight-time rate, plus a $2.00 per hour shift additive. The third shift shall work eight (8) hours at the regular straight-time rate, plus a $2.25 per hour shift additive. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

3. All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1 ½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate applicable in the appropriate local agreement, not to exceed double-time.

4. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

5. Employees shall be at their posts prepared to start work at the regular starting time.

6. Local labor agreement provisions regarding minimum number of days to establish shifts or shift starts are waived for work performed under this Agreement.

7a. The Employer may establish a four (4) day, ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight-time rate. The starting time shall be between 7:00 A.M. and 8:00 A.M. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. If Friday is scheduled as a makeup day a minimum of eight (8) hours will be scheduled and worked, weather permitting. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

7b. The Employer may establish two (2) - four (4) day, ten (10) hour shifts at the straight-time rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute unpaid lunch period. The day shift shall work four (4) days at ten (10) hours per day at the regular straight-time rate. The second shift shall work four (4) days at ten (10) hours per day at the regular straight-time rate, plus a $2.00 per hour shift additive. In the event the job is down due to weather conditions, or a Holiday or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight-time rate. Straight-time is not to exceed ten (10) hours a day or forty (40) hours per week.

7c. Employees who inform their Employer on Thursday that they do not wish to work Friday as a make-up day will not be penalized.

7d. An employee who is referred for employment and is scheduled for less than forty (40) hours of work (from the date of hire to date of termination), shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

8. Since it is recognized that the standard work week may not be appropriate or cost effective for some projects, other arrangements for hours of work can be considered. The Employer may establish flexible work schedules such as a staggered work week and the like, by submitting its request to the NMAPC for approval as stipulated in Article XVIII. Prior to reaching a decision, the NMAPC shall take into consideration the project schedule, the manpower requirements, the geographic location of the project, the Owner's work schedule and other appropriate factors. Such approval will be incorporated as an addendum to this Agreement for that specific site.

ARTICLE XVI – TRANSPORTATION

1. At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (½) mile or more one way. When transportation is required, the Employer shall transport the employees, no later than 10 minutes after the end of the shift, to the point where such employees were picked up. When employees are transported to the pickup point later than 10 minutes after the shift, then overtime pay shall apply as provided under Article XV.

ARTICLE XVII – SAFETY

1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Owner, the Employer, this Agreement, or applicable Safety Laws.

2. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any mandated substance abuse program. In order to produce as safe a workplace as possible, it is un-

derstood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program, which may include the following types of testing: pre-employment, reasonable suspicion, post-incident, and random where allowed by law. Any discriminatory practice under this Article shall be subject to the NMAPC Grievance Procedure. All substance abuse programs shall be submitted to the NMAPC for distribution prior to implementation.

ARTICLE XVIII – APPRENTICES

1. The Union acknowledges that different apprentice ratios than those established may be needed to cover plant maintenance. Therefore, the Employer and the Union agree that existing ratios will be utilized but that higher ratios may be negotiated when warranted by conditions. Further, an Employer may employ pre-apprentice classifications for work customarily performed by the craft, provided pre-apprentice classifications are recognized in the Local Labor Agreement.

ARTICLE XIX – HIRING AND TRANSFER OF CRAFT WORKERS

1. The Employer agrees to hire Craft Workers in the area where work is being performed or is to be performed in accordance with the hiring procedure existing in the area; however, in the event the Local Union is unable to fill the request of the Employer for employees within a forty-eight (48) hour period after such request for employees (Saturdays, Sundays and Holidays excepted), the Employer may employ workers from any source. The Employer shall have the right to move qualified employees from one job assignment to another within the plant location where they are working.

2. The Employer shall determine the competency of all employees. The Employer shall determine the number of employees required on the project and shall select any employee or employees working under the terms of this Agreement to be laid off regardless of membership or non-membership in the Union.

ARTICLE XX – GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any Federal, State, Local or County regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such laws or regulations are in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

ARTICLE XXI – CREW SIZE

1. The crew size shall be any number of craftspersons and supervision required to safely perform the work and shall be increased or decreased at the discretion of the Employer.

ARTICLE XXII – LOCKOUT AND WORK STOPPAGE

1. During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. Failure of the Union, its Local Union or employee to cross any picket line at the Employer's project site is a violation of this Article.

2. In the event that a local or area collective bargaining agreement expires and a subsequent work stoppage ensues, the Employer and its employees will continue to work since the intent of this provision is to allow maintenance work to continue as a benefit to the client. The wages and fringe benefits in the expired local collective bargaining agreement or as approved by the NMAPC will remain in effect for all work covered under the terms of this Agreement until wages and fringe benefits are agreed upon and become effective for the recognized bargaining agency of the local contractors and the affected Union.

3. Sections 1 and 2 of this Article shall not apply if the Employer signatory to this Agreement is a member of the current local negotiating committee or if said signatory Employer actively participates in local negotiations. In such cases, when a local collective bargaining agreement expires, the affected Union may withhold services from said Employer, but shall not interrupt the work of other crafts. Moreover, said Employer shall have the right to request in writing to the appropriate International Union that Section 3 of this Article be waived in order to allow the Employer to participate in local negotiations. The International Union has the sole discretion to grant such waiver and will communicate its decision in writing both to the Employer and affected Owner(s).

4. The International Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Union(s) are unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

5. Neither the International Union nor its Local Union shall be liable for acts of employees for which it has no responsibility. The International Union will immediately instruct, order and use its best efforts to cause its Local Union to cease any violation of this Article. If it complies with this obligation, the International Union shall not be liable for unauthorized acts of its Local Union. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the employees of the Local Union they represent to cease any violation of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

6. In the event of any work stoppage, strike, picketing or other disruptive activity in violation of this Article, the Employer, at its discretion and without penalty, may suspend all or any portion of the project work affected by such activity.

7. Any signatory International Union or affiliated Local Union which initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article agrees to pay liquidated damages as a remedy for said violation, in accordance with Section 8h. of this Article.

8. After all parties and the NMAPC have been notified of an alleged violation, a party or the NMAPC may institute the following procedure, in lieu of, or in addition to, any other action at law or equity.

8a. To invoke the procedure, a party or the NMAPC shall notify the permanent Arbitrator under this procedure through the NMAPC Impartial Secretary/CEO. Notice to the Arbitrator, through the NMAPC Impartial Secretary/CEO, shall be by mail, FAX, and/or e-mail with copies of the notice to be sent to the other parties.

8b. Upon receipt of said notice the Arbitrator shall schedule and hold a hearing within twenty-four (24) hours, provided the invoking party contends that the violation still exists.

8c. The Arbitrator shall notify the parties by mail, FAX, and/or e-mail of the hearing's location. The hearing shall be completed in one session. A failure of any party to attend the hearing shall not delay the admittance of evidence or issuance of an award by the Arbitrator.

8d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Arbitrator's award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator may order cessation of the violation of this Article, and such award shall be served on all parties by hand delivery, mail, FAX, and/or e-mail.

8e. The Arbitrator's award may be enforced in the following manner by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove. Mailed, FAXED, and/or e-mailed notice of the filing of such enforcement proceedings shall be given to all parties. In a proceeding to obtain a temporary order enforcing the award, all parties agree to waive the right to a hearing and agree that such proceedings may be exparte. Such agreement, however, does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order enforcing the award shall be served on all parties by hand, by delivery to their last known addresses or by registered mail.

8f. Any rights created by statute or law governing arbitration proceedings that are inconsistent with the above procedure or that interfere with compliance herewith are waived.

8g. The fees and expenses of the Arbitrator shall be paid by the party or parties found in violation of this Article. In the event no violation of this Article is found, such fees and expenses shall be paid by the invoking party.

8h. If the Arbitrator determines in accordance with Section 8d. above that the International Union and/or its local union has violated this Article, the International Union and/or its local union shall direct all of the employees they represent at the project to immediately return to work within eight (8) hours of receipt of the award. If the employees do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's award, and the International Union and/or its Local Union have not complied with Section 5 above, the Union and/or the Local Union shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 5.

8i. If the Arbitrator determines in accordance with Section 8d. above that the Employer has engaged in an illegal lockout in violation of this Article, the Employer shall notify the International Union that the illegal lockout has ended within eight (8) hours of receipt of the award. If the illegal lockout is not ended by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's award, then the Employer shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to the International Union, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter on which the Employer continues to illegally lockout its employees covered by this Agreement. The Arbitrator shall retain jurisdiction to determine compliance with this section.

9. The procedures contained in Section 8 through 8i shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of the Agreement, including any underlying dispute alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article VI.

ARTICLE XXIII – MANAGEMENT CLAUSE

1. In the exercise of its functions of management, the Employer shall have the right to plan, direct and control the operation of all its work; hire employees and supervision; direct the working forces; assign employees and supervision to their jobs; refuse any applicant; discharge, suspend or discipline for proper cause; transfer, promote or demote employees and supervision; lay off employees and supervision because of lack of work or for other legitimate reasons; require employees and supervision to observe the Employer's rules and regulations not inconsistent with this Agreement; regulate the use of all equipment and other property of the Employer; decide the amount of equipment to be used; the number of employees needed; and contract work anywhere and decide the methods of work and the source from which material and equipment is obtained. The Employer shall not use these rights for the purpose of discrimination against any employee. These provisions do not prohibit the Union's right to the peaceful exercise of Article VI above if in its judgment the spirit and intent of this Agreement has been violated.

ARTICLE XXIV – PARTNERING

1. As manifested in the Mission Statement, the NMAPC Program is based on its continual commitment to improve the partnering and communication between Owners, union Contractors, and building trades Craft Workers. To further the goal of better dialogue and expedited problem solving, the NMAPC Program encourages the development of local tripartite committees for a specific project or area, that are empowered to establish lines of communication, seek solutions to unique job site needs, and suggest methods and ways to continuously improve safety, productivity, and quality.

2. The initial establishment of a local committee may be implemented through the NMAPC office. The NMAPC office will provide the framework and oversight for effective partnering to enhance safety, productivity and quality.

ARTICLE XXV – WELDING CERTIFICATION

1. The Union and the Employer agree to arrange the pretesting of welders at a mutually agreeable time and place. Such testing will be done without compensation, except that welders passing a certification test will be compensated for actual time required to take such test, not to exceed four (4) hours pay upon the employee's first employment with that Contractor. However, in order to receive said compensation, the employee must remain at work on the job at least five (5) working days, or in the case of jobs of less than five (5) working days, for the duration thereof.

2. In instances where a participating International Union is party to a program to provide welder certification and/or maintenance of welder certification records with objectives equal to this Article, then such program will be applicable under this Agreement.

ARTICLE XXVI – REPORTING REQUIREMENTS ADMINISTRATIVE FEES

1. All Employers signatory to this Agreement shall report all work hours performed under this Agreement on a quarterly basis or at such times as deemed necessary by the NMAPC. The report shall include the sum total of work hours performed by each craft at each location for each quarterly reporting period. Each location shall be reported separately on the NMAPC website at www.nmapc.org. Hard copies of the forms will be furnished by the NMAPC only upon request.

2. The Employer shall remit an annual administrative fee in such an amount deemed necessary by the NMAPC to defray the costs of administering and operating the NMAPC Program. Administrative fees shall be payable in accordance with the terms stipulated on the NMAPC Administrative Fee Invoice. Administrative fees may be remitted via the NMAPC website at www.nmapc.org.

3. As a party to this Agreement and participant in the NMAPC Program, the Employer acknowledges its obligation to remit the annual administrative fee to the NMAPC. Administrative Fees that remain outstanding will continue to accrue a late fee on each late notice.

In the event the Employer fails to remit such fees after demand for timely payment, the Employer consents to the jurisdiction of the courts of the Commonwealth of Virginia in any action brought by the NMAPC to collect the fee. The Employer further agrees that it will be liable and responsible for any costs of collection, including reasonable attorney fees and court costs, incurred in such action by the NMAPC.

ARTICLE XXVII – ADMINISTRATIVE PROCEDURE

1. Extensions of this Agreement shall be on a location by location basis and shall be sought for each location. Employers awarding work to a subcontractor must ensure that the subcontractor has applied for the NMA(s) and is in possession of them with permission to use them at the time of award, through the inspection of a valid site extension approval(s). Prejob conferences shall be required for all work performed under this Agreement as stipulated in Article I.

2. The Employer must file site extension requests via the NMAPC website at www.nmapc.org for the location(s) where the work will be performed. The Employer must be current in the remittance of all administrative fees and fringe benefit contributions in order to obtain or utilize a valid site extension.

3. This Agreement is between the Employer and the International Union only and is binding upon its affiliated local unions and district councils. The International Union is responsible for acting on all site extension requests in a timely manner. The NMAPC is the only intermediary or administrative body for this Agreement and the policy decisions contained in the NMAPC Book of Decisions, which are part of this Agreement. Revisions to this Agreement shall be made only by majority vote of the NMAPC.

4. This Agreement is a stand alone agreement and none of the provisions in any local, regional, area or national collective bargaining agreement shall apply, unless specifically incorporated in this Agreement. Furthermore, this Agreement is the exclusive collective bargaining agreement for any work to which it is extended, and for such work it supersedes and overrides the terms and conditions of any and all other national, area, or local collective bargaining agreements to which the parties hereto, or either of them may be signatory.

ARTICLE XXVIII – ADDENDA TO NATIONAL MAINTENANCE AGREEMENT

1. Addenda to this Agreement which are required to place the Employer in a more competitive position or address the Owner's requirements may be established by majority agreement of the signatory International Unions comprising the NMAPC. Such addenda shall be reduced to writing and shall be attached hereto and made part of this Agreement for that project.

2. The Employer or Owner shall submit its request in writing to the NMAPC outlining the various site requirements that necessitate such approval.

ARTICLE XXIX – DURATION OF AGREEMENT

DRAFT

1. This Agreement becomes effective _____, 20_____, and shall continue in effect unless terminated by no less than ninety (90) days' notice to the other party, in writing or on the NMAPC website at www.nmapc.org. Changes may be made at any time by mutual consent.

2. The parties agree to revisions to this Agreement which are formally approved by the National Maintenance Agreements Policy Committee, Inc., and of which they are notified in writing by the Committee.

FOR THE *CRAFT NAME*:

DRAFT

_____
General President

FOR THE EMPLOYER:

DRAFT

_____
Company Name

_____
Street Address

_____
City State Zip

_____
Phone Number

_____
FAX Number

_____
Name and Title (Printed)

_____
Name and Title

NOTES



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