

P.O. Box 264
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1 (800) 846 -2272

SOLAR OPERATIONS & MAINTENANCE AGREEMENT

This Solar Operations & Maintenance Agreement (the "Agreement") is entered into by and between Bath County Public Schools, a [enter legal entity type], duly organized, existing under and by virtue of the laws of the state of Virginia , its successors and assigns ('BCS'), and Reliable Energy, LLC, a limited liability company duly organized, created, and existing under and by virtue of the laws of the state of Virginia , its successors and assigns"REL") on this ___ day of _____, 2017.

WITNESSETH:

WHEREAS, on December 6, 2016, at its regular monthly school board meeting, REL presented the directors of the BCS school board with a turnkey proposal that included, among other things, operations and maintenance services associated with certain solar arrays to be constructed by REL at Millboro Elementary ("Millboro"), Valley Elementary ("Valley") and Bath County High School ("BCHS");

WHEREAS, on February 7, 2017, at its regular school board meeting, the BCS directors approved the proposal, recognizing the unique educational opportunity to all students enrolled in the BCS system, and recognizing the long-term energy savings that can be achieved through solar energy; and

WHEREAS, REL will operate and maintain the solar arrays pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby recognized, BCS and REL agree as follows:

1. Incorporation of Recitals. The above stated recitals are incorporated into this Agreement and made part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. Intent. This Agreement is intended to provide for the regular operation and maintenance of the BCS solar arrays, and thus is limited to regular wear and tear of the solar arrays and its component equipment. This Agreement is not intended to cover damage to the solar arrays due to extreme

weather or storm events, lightning strikes, vandalism, and other similar claims covered by BCS's property insurance policy.

3. Duties and Responsibilities. Within the term provided, and in accordance with the provisions of this Agreement, REL shall faithfully and competently be responsible for accomplishing the duties and tasks (the "Work") as set forth in the Scope of Work, a true and correct copy of which is attached hereto as Exhibit A and fully incorporated herein and made a part of this Agreement by this reference to the same extent as if it were set forth in full at this point. REL shall provide and pay for all labor, equipment, tools, and transportation necessary for the performance, execution, and completion of the Work.

4. Character of Workers, Methods, and Equipment. REL shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion. All workers shall have sufficient skill and experience to properly perform the Work as it is assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the Work satisfactorily. All equipment which is proposed to be used in accomplishing the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

5. Payment. In consideration of the faithful performance of the Work, BCS promises to pay to REL the amount of Nine Hundred Twenty -One Dollars (\$921.00) per month during the Term of this Agreement.

6. Term. This Agreement shall take effect upon Final Acceptance of the solar arrays, as that term is defined in the Engineering, Procurement and Construction (EPC) Agreement, and shall continue for a term of twenty (20) years thereafter.

7. Termination for Cause. BCS may discharge REL and terminate the Agreement at any time when BCS determines that it has sufficient cause arising from (a) REL's dereliction or unsatisfactory performance of a duty, (b) REL's failure to perform the Work in accordance with the provisions of this Agreement, (c) misrepresentation by REL, or (d) conviction of REL or any of its directors and/or officers of a felony. Notwithstanding termination of this Agreement and subject to any directions from BCS, REL shall take timely, reasonable, and necessary action to protect and preserve property in the possession of REL in which BCS has an interest.

8. Termination for Emergencies. BCS may terminate this Agreement or a portion thereof by written notice when REL is prevented from proceeding with this Agreement as a direct result of a declared state of emergency or an Executive Order of the President or Governor of Virginia with respect to the prosecution of war or in the interest of national defense.

9. Workmanship. All Work shall be done and completed in a thoroughly workmanlike manner in accordance with generally accepted industry standards.

10. Warranty. REL warrants to BCS that all Work will be in accordance with the Scope of Work. Any work not performed in accordance with the Scope of Work shall be promptly remedied by REL, at REL's sole expense.

11. Insurance. REL shall obtain and maintain insurance coverage in amounts and types as necessary in order to protect BCS and REL from liability associated with the Work performed under this Agreement. Such insurance shall include, but shall not be limited to: statutorily required amounts of workmen's compensation insurance and public liability and property damage insurance, automobile liability and property damage insurance in amounts which shall protect REL from claims of damage for personal injury, including accidental death, as well as from claims for direct property damage which may arise from negligent operations under the Agreement, whether such operations are by REL or a subcontractor or by anyone directly or indirectly employed by either of them.

Nothing contained in these insurance requirements is to be construed as limiting the extent of REL's responsibility for payment of damages resulting from its operations under this Agreement.

12. REL Status. It is agreed that REL shall be an independent contractor of BCS for and during the performance of this Agreement.

13. Indemnity. Each party shall indemnify, defend, and hold harmless the other from and against any and all claims and demand whatsoever, including costs and attorney's fees, resulting from each party's negligent acts, omissions, or any other tortious conduct in connection with performance of this Agreement either by itself or its subcontractors. Each party shall indemnify, defend and hold harmless the other from and against any and all claims and demands whatsoever, including costs and attorney fees, under the doctrine of strict liability as it may be applied by a court of competent jurisdiction to each party's performance under this Agreement. Neither party shall be liable for any claim or demand resulting from the other party's negligence.

14. Payment of Taxes. REL shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of the Agreement, including, but not limited to, federal or state payroll taxes or assessments and income and excise taxes.

15. Force Majeure. Neither party shall be considered to be in default with respect to any obligation hereunder if performance of such obligation is prevented by uncontrollable forces. The term "uncontrollable forces" is deemed for the purpose of this Agreement to mean any cause beyond the control of the party affected, including but not limited to flood, earthquake, severe storm, drought, lightning, fire, war, riot, civil disturbance, labor disturbance, sabotage, or restraint by a court order or other regulatory agency, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein shall be construed to obligate a party to settle a strike against its will.

16. Safety Requirements. REL shall be solely and completely responsible for safety conditions on the site where work is to be performed, including that safety of all persons and property during the term of the Agreement. Safety provisions shall conform to United States Department of Labor,

Occupational Safety, and Health Act ("OSHA"), BCSs safety rules and other applicable laws. This requirement shall apply continuously and not be limited to working hours.

17. Notice. All notices and correspondence required to be sent to either party hereunder shall be delivered personally or by certified or registered mail and addressed as follows and deemed effective when so mailed (subject to the right to designate a different address by notice similarly given):

IF TO REL: Michael Keyser
Chief Executive Officer
84 High Street
Millboro, VA 24460

IF TO BCS _____

18. Applicable Law; Jurisdiction. This Agreement shall be construed according to the laws of the state of Virginia. All disputes under this Agreement and all judicial proceedings shall be brought in the state courts of Virginia, Bath County.

19. Verbal Statement and Agreements. No oral statements of any person whatsoever shall in any manner or degree, modify or otherwise affect the terms of the Agreement.

20. Damage to Property. REL shall promptly restore and repair all property damage it causes to property owned or under the control of BCS or any third parties whilst in performance of the Work described herein, and shall return all such damaged property to its pre-existing condition prior to REL's damage. All restoration and repair shall be completed to BCS's satisfaction.

21. Miscellaneous.

a. Assignment. Neither party to the Agreement shall assign the Agreement or sublet it as a whole, without the written consent of the other, nor shall REL assign any monies due or to become due to it hereunder without the previous written consent of BCS.

b. Amendments. This Agreement may be amended at any time during the term hereof, provided, however, that no amendments or other variation of this Agreement shall be valid unless in writing and signed by REL and a duly authorized representative of BCS.

c. Entire Agreement. This Agreement and all documents incorporated herein constitute the entire agreement between the parties and supersede any oral or written understandings or agreements.

d. Severability. Each part of this Agreement is intended to be severable. In the event that any part of this Agreement is found to be illegal or unenforceable, such provision or provisions shall be severed or modified to the extent necessary to render it enforceable, and as so severed or modified, this Agreement shall continue in full force and effect.

e. Section Headings. The section headings and section numbers and letters in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

f. Further Assurances. In addition to the instruments and documents to be made, executed and delivered pursuant to this Agreement, the parties hereto agree to make, execute and deliver or cause to be made, executed and delivered, to the requesting party such other instruments and to take such other actions as the requesting party may reasonably require to carry out the terms of this Agreement and the transactions contemplated hereby.

g. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

h. Waiver. Any waiver at any time by BCS of its rights with respect to this Agreement, or with respect to any other matter arising in connection with this Agreement, shall be deemed a waiver of that specific instance only and shall not be deemed a waiver with respect to any other matter arising thereafter in connection with this Agreement.

i. Authority. Each party represents and warrants that it has the necessary corporate and/or legal authority to enter into this Agreement and to perform all of its duties and obligations imposed by this Agreement. Each party further represents that the individuals executing this Agreement on their respective behalf have been duly authorized to do so and that such execution creates a valid, binding, and legally enforceable obligation of each party.

j. Consequential Damages Except as otherwise expressly provided for in this Agreement, in no event shall either party hereto, including its officers, directors, employees, and agents, be liable for indirect, incidental, or consequential loss or damages whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date set forth above.

REL:

By: BARC Electric Cooperative
Member/Manager, Reliable Energy, LLC

By: _____
Name: Keith Swisher
Title: President

BCS:

By: _____
Name:
Title:

Exhibit A

SCOPE OF WORK

1. Inspections and Maintenance. REL shall perform all reasonable and necessary tasks to keep the solar arrays in good working order during the Term of this Agreement. This includes regular inspection and maintenance of the facilities. The following table is illustrative of the tasks and timeframes under which REL shall perform the work.

<i>Task</i>	<i>Monthly</i>	<i>Semi-Annually</i>	<i>As Required</i>
Monitor system performance / energy production	X		
Visually inspect panels for physical damage	X		
Check inverters		X	
Visually inspect enclosures	X		
Inspect wiring & grounding		X	
Inspect racking		X	
Clean electrical equipment		X	
Monitor system for proper voltage/current	X		
Address shading issues			X
Inspect DC connections		X	
Inspect signage		X	
Rinse/wash solar panels		X	
Inspect bolts/fasteners		X	
Warranty tests for panels/inverters		X	X

REL shall utilize an operations and maintenance checklist when performing inspections. A copy of each completed checklist shall be provided to BCS upon completion of each inspection. REL's checklist procedures shall include detailed inspection and testing protocols to ensure that all components of the solar project are functioning properly.

2. Warranty Claims. During the Term of this Agreement, REL shall assist BCS with and/or facilitate warranty claims as needed. This includes, but is not limited to, documentation and communication with manufacturers, shipping logistics, and replacement of defective parts.

3. Exclusions. This Agreement specifically excludes the moving, removing or transferring all or part of the solar arrays, except as done in the ordinary course of performing maintenance.