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**MAINE COMMUNITY ENERGY REDEVELOPMENT PROGRAM  
TECHNICAL ASSISTANCE MEMORANDUM OF UNDERSTANDING (MOU)**

**HR&A ADVISORS, INC.  
&  
THE TOWN OF WISCASSET**

**EFFECTIVE OCTOBER 15, 2024**

This memorandum of understanding (MOU) between HR&A ADVISORS, INC. (“Technical Assistance Provider”), and the TOWN OF WISCASSET (“Project Sponsor”) aims to define roles, responsibilities, and expectations between all involved parties throughout technical assistance delivered as part of the Maine Community Energy Redevelopment Program (MECERP) technical assistance period.

**Introduction:**

The Maine Community Energy Redevelopment Program (MECERP) is designed to foster economic development across Maine by providing technical assistance to projects that unlock community energy assets for economic development. Successful projects will be locally driven and supported through MECERP technical assistance provided by HR&A Advisors. MECERP projects will bring together partners in the community to collaborate on implementation, help realize Maine’s economic development goals, have a high likelihood of qualifying for state and federal funding, and leverage underutilized or legacy electricity infrastructure.

Funded through the Maine Jobs and Recovery Plan and led by the Governor’s Energy Office (GEO) and the Maine Department of Economic and Community Development (DECD), this program is intended to create family-sustaining jobs while reducing carbon emissions, in line with State economic development and climate goals, including:

- The Maine Jobs and Recovery Plan;
- The Maine Won’t Wait Climate Action Plan; and
- The Maine Economic Development Strategy

MECERP specifically supports new development or infrastructure deployment where underutilized electricity infrastructure exists (i.e., available electrical capacity on transmission or distribution lines). The following are examples of potential projects which may be considered:

- Redevelopment or adaptive reuse of unused or vacant industrial sites, including brownfield sites;
- Development projects across multiple sites that are close to each other or along a commercial corridor;
- Already in-progress, but stalled, economic development projects with a nexus to underutilized electricity infrastructure.

Proposed projects must demonstrate the potential to advance Maine’s economic development, clean energy and climate goals, including but not limited to:

- Protecting and creating family-sustaining jobs in Maine’s growing and heritage industries;
- Bolstering small and medium-sized businesses;
- Creating “Hubs of Excellence” or clusters with ideal conditions for economic growth;
- Attracting and retaining talent; and

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- Supporting Maine’s growing and heritage industries related to sustainable food sourcing, energy-efficient manufacturing and transportation, and clean energy.

**Definitions:**

- **State:** the State of Maine, represented by the Department of Economic and Community Development (DECD) and Governor’s Energy Office (GEO).
- **HR&A Advisors, Inc., (HR&A):** The consulting firm engaged by the State as the “technical assistance partner” for MECERP.
- **Project Sponsor:** The lead applicant to MECERP and recipient of technical assistance under the program.
- **Project Liaison:** A dedicated staff member (one person) from the Project Sponsor organization, identified in Exhibit A, that is responsible for facilitating communication, correspondence, work-planning, and review of deliverables as part of MECERP.

**Term:**

Technical assistance shall run from August 2024 to the end of February 2025 with the possibility of extension further into 2025 upon mutual agreement between the State, the Project Sponsor, and HR&A.

All terms outlined in this MOU will be nullified once mutually agreed-upon term closes.

**Project Sponsor Responsibilities and Expectations:**

*Technical Assistance Scoping and Team Building*

- **Participate in a kickoff meeting** with HR&A and, if possible, the State. The kickoff meeting could be virtual or in person, with the option of a tour of relevant project sites.
- **Commit to serve as Project Sponsor receiving technical assistance** provided via MECERP through the end of 2024 or the final date of agreed-upon technical assistance, whichever is later.
- **Identify and commit a qualified staff person** to serve as the primary Project Liaison for the duration of the project. The expected level of time commitment is 2-5 hours/week. This Liaison, identified in Exhibit A, would carry out the following responsibilities:
  - Attend periodic (e.g., weekly, every two weeks, etc.) meetings with HR&A,
  - Provide available, non-confidential documents and data as needed to HR&A to inform analysis,
  - Review and comment on HR&A analysis and deliverable drafts on an as needed basis, with a reasonable level of responsiveness (i.e., 5 business days after receipt),
  - Coordinate MECERP activities with related initiatives and projects already occurring locally, ,
  - Coordinate the review of analysis and deliverable drafts by other stakeholders as required,
  - Participate in, or delegate participation in, two-to-three meetings with Project Liaisons from other Project Sponsors receiving services through MECERP to enable peer-to-peer learning.

Peak hours commitment might occur during stakeholder engagement or community engagement meetings that require the Liaison to be present as an observer or active participant.

- **Provide the data needed to successfully execute the technical assistance scope outlined in Exhibit A.** Data requested may include demographic, economic/fiscal, business, employment, housing, energy, and/or site-specific information as well as any existing plans or studies published or in draft.
- **Support HR&A in the identification and recruitment of stakeholders to participate in meetings, as well as support in meeting planning and execution.** Support HR&A’s engagement of key stakeholders, including but not limited to commenting on lists of stakeholders to engage, providing introductions if needed, attending any major public engagement meetings, and helping identify space for such meetings if they take place in person. Stakeholders could include economic development organizations,

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- government leaders, businesses, community-based organizations, and other stakeholders that can weigh in on planning, predevelopment, or implementation.
- **Agree to review deliverable drafts** within a time period agreed upon between the Sponsor and HR&A. In other cases, commit to being reasonably responsive to HR&A communications such as logistical questions, data requests, meeting scheduling, and planning related to stakeholder engagement.
  - **Agree that no funding for operating costs or implementation costs** shall be provided directly through MECERP to the Project Sponsor.
  - **Agree to adhere to the proposed technical assistance timeline outlined in Exhibit A.**
  - **Agree that neither the State nor HR&A is responsible for further action beyond technical assistance delivered under MECERP.** MECERP's capabilities are limited to assisting the planning process.

#### *Public Forums, Stakeholder Engagement Meetings, or Community Meetings*

- **Attend community or stakeholder engagement meetings** as an active participant or observer, depending on the nature of the meeting and the Project Sponsor's preferences.
- **Help advertise and offer to co-brand any open-door stakeholder or community engagement meetings** that are in the MECERP scope. Advertisements and any written media would be written by HR&A.
- **Recommend locations and vendors** (e.g., catering) for HR&A to engage with in order to plan, set up, and facilitate in-person meetings. (HR&A will contract directly with vendors and handle all event planning and facilitation.) To the extent space the Project Sponsor has adequate meeting space available, provide HR&A access to and the use of such space for meetings.

#### *Grant Applications and Fundraising*

- **Create a Grants.gov account** for submitting federal grant applications within the first month of the term, if an account does not already exist.
- **Serve as lead applicant or co-applicant, or delegate application to the appropriate partner institution**, with respect to State, federal, or other funding and financing applications developed as part of MECERP. The Project Sponsor, or co-applicant/delegate, should be able to:
  - Maintain a Grants.gov account for federal grant applications,
  - Maintain requisite State of Maine grant application management accounts,
  - Provide records, data, and official documentation needed for funding applications or communicate expected delays in delivering such materials to HR&A within 48 hours of receiving the data request.
  - Review/edit or provide meaningful feedback on draft fundraising materials or funding applications in 2-5 business days. Any expected delays in reviews or providing feedback must be communicated to HR&A within 48 hours of receiving such materials.
  - Submit applications.

#### *Quarterly Reporting*

- **Confirm or adjust the quarterly report on project progress and impacts.** As required by the State, HR&A will draft a quarterly report which will be used to track the progress and impact of the project. HR&A will share a draft of each report with the Project Sponsor for confirmation before submission to the State.

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*Project Closeout*

- **Co-lead the public rollout and communication process for the completed project deliverable.**  
Connect State partners to the necessary resources and contacts to maximize the impact of the completed project deliverable.
- **Agree that all completed materials and resources produced through MECERP are publicly available, unless clearly defined otherwise,** following the end of MECERP's technical assistance period. This is for the purpose of developing lasting tools and resources for future planning and economic development efforts. In cases where confidentiality is deemed necessary, Project Sponsor must work with the State and HR&A to determine all materials and resources to be kept confidential.

**Expectations of HR&A Advisors, Inc.**

- **Execute the scope of technical assistance, and adhere to the proposed timeline, enclosed below as Exhibit A,** including the provision of draft and final deliverables as well as meetings or events described in Exhibit A.
- **Facilitate a scoping meeting** with the Project Sponsor and, if possible, the State. The scoping meeting will align on MECERP goals, project understanding, and a high-level scope to be presented to the State.
- **Prepare for and participate in a kickoff meeting** with the Project Sponsor and, if possible, the State. The kickoff meeting could be virtual or in person, with the option of a tour of relevant project sites.
- **Facilitate periodic meetings** (e.g., weekly, every two weeks, etc.) with Project Sponsor, and transmit agendas prior to each meeting and a summary of next steps after each meeting.
- **Submit a written data request to the Project Sponsor for any information or materials needed** to successfully execute the scope of technical assistance outlined in Exhibit A.
- **Draft and submit the quarterly report outlining project progress and impact to the State.**
- **Be responsive in a timely manner to Project Sponsor questions and requests, within the scope of Exhibit A.**

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## General Terms and Conditions

### Confidentiality.

All non-public, confidential, or proprietary information of HR&A and Project Sponsor ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, or other items relevant to the project disclosed by HR&A or Project Sponsor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Project Sponsor or HR&A in performing or participating in the scope of work, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for HR&A and Project Sponsor's use in performing this Agreement and may not be disclosed or copied unless authorized by the disclosing party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of receiving party's breach of this Agreement; or (b) receiving party establishes by reasonably persuasive documentary evidence was in receiving party's possession prior to disclosing party's disclosure hereunder or is independently developed by receiving party without any use of or reference to any Confidential Information and without infringement of any of disclosing party's Intellectual Property rights. Upon disclosing party's request, receiving party shall promptly return all documents and other materials received from disclosing party.

### Mutual Indemnification.

Project Sponsor shall indemnify, defend and hold harmless HR&A and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Parties (collectively, "Losses"), relating to any claim of a third party or HR&A arising out of or occurring in connection with Project Sponsor's negligence, willful misconduct, or any acts or omissions on the part of Project Sponsor or its employees, agents and approved contractors or vendors, if any, under this Agreement. Project Sponsor shall not enter into any settlement without the HR&A's or Indemnified Parties' prior written consent.

HR&A shall indemnify, defend and hold harmless Project Sponsor and its officers, employees, agents and permitted assigns from and against any and all suits, claims, losses, damages, charges, or expenses, whether direct or indirect, and liability of every name and nature to which they or any of them may be put or subjected by reason of any personal injury or damage to real or tangible property arising from or in connection with any negligent acts or omissions on the part of the HR&A or arising from any breach by HR&A under this Agreement.

### Intellectual Property, Consent and Release.

For the purposes of this Agreement, "Intellectual Property" shall mean all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

For the purposes of this Agreement, "Deliverables" shall mean any and all documents, notes, photographs, work product and other materials that are prepared by or on behalf of Project Sponsor in the course of performing the scope of work.

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Project Sponsor agrees, and shall cause its employees and consultants (collectively, " Project Sponsor Personnel") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables and the Intellectual Property rights therein are hereby deemed a "work made for hire" for HR&A, to enable HR&A to perform its obligations to Project Sponsor and the State to obtain ownership through its Agreement with HR&A to the extent required. To the extent that any of the Deliverables do not constitute a "work made for hire," Project Sponsor hereby irrevocably assigns to HR&A, and shall cause the Project Sponsor Personnel to irrevocably assign to HR&A, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property rights therein. Project Sponsor shall cause Project Sponsor Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Project Sponsor Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

Project Sponsor agrees, and shall cause Project Sponsor Personnel and any attendees who participate in the technical assistance in person events, the participants acknowledge that the event maybe photographed and filmed and the participant consents to the use of their name and/or likeness being used, without compensation, in recordings and photographs by Project Sponsor, its successors, assigns and licensees, in all media.

Disclaimer and Limiting Conditions.

In the performance of services described in Exhibit A, HR&A will use its professional judgement and skills in good faith, subject to the limitations, disclosures and disclaimers herein.

1. HR&A services include estimations, assumptions and other information developed by HR&A based upon data provided by third parties. Every reasonable effort is made to ensure that data used in the performance of services described in Exhibit A is accurate as of the date provided; however, factors exist that are outside the control of HR&A and that may affect the estimates and/or projections provided.
2. HR&A reviews the information and projections provided by third parties using its independent professional judgement and skills in good faith, but assumes no liability resulting from errors, omissions or any other inaccuracies with respect to the information provided by third parties used in the performance of services described in Exhibit A.
3. In addition to relying on data, information, projections and forecasts of others as referred to above, HR&A may include in the performance of services described in Exhibit A estimates and assumptions made by HR&A that HR&A believes are appropriate, but HR&A makes no representation that there will be no variances between actual outcomes and such estimates and assumptions.
4. No opinions are intended to be expressed and no responsibilities are to be assumed for any matters that are in any way legal in nature or require legal expertise or specialized knowledge beyond that of a consultant.
5. HR&A is not a registered Municipal Advisor. HR&A through performance of its services described in Exhibit A is not recommending an action to any party or any municipal entity or obligated person regarding municipal financial products or the issuance of municipal securities pursuant to Section 15B of the Securities Exchange Act of 1934. HR&A is not acting as an advisor to the municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the municipal entity or obligated person with respect to the information and material contained in any Work Products or Deliverables provided under this Agreement. Any municipal entity or obligated person should discuss any information and material contained in the Work Products or Deliverables provided with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

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The approved scope of work is set forth in Exhibit A.

The parties signing below will work together according to the terms set out in this memorandum of understanding, agreed to and accepted by as of the date first written above:

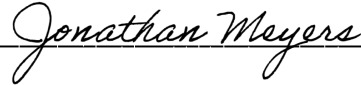
**FOR TOWN OF WISCASSET**

**FOR HR&A ADVISORS, INC.**

**Project Representative:**

**Project Representative:**

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: Dennis L. Simmons

PRINT NAME: Jonathan Meyers

TITLE: Town Manager

TITLE: Partner

DATE: 10.16.2024

DATE: 10.17.2024

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## EXHIBIT A: MECERP TECHNICAL ASSISTANCE (TA) SCOPE

### Project Data

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<b>Project Sponsor/ Location</b>	Town of Wiscasset
<b>Project Liaison &amp; Contact</b>	Aaron Chrostowsky, Economic Development Director, Town of Wiscasset ("Town") Email: <a href="mailto:economicdeveloper@wiscasset.org">economicdeveloper@wiscasset.org</a>   Phone: (207) 882-8200 Ext. 8
<b>Additional Project Sponsor Team Members</b>	Dennis Simmons, Town Manager, Town of Wiscasset ("Town") Email: <a href="mailto:manager@wiscasset.org">manager@wiscasset.org</a>   Phone: (207) 882-8200  Ryan Gahagan, President, Mason Station Redevelopment Company, LLC ("MSRC") Email: <a href="mailto:ryan@masonstation.com">ryan@masonstation.com</a>   Cell: (207) 551-3131  Aaron Svedlow, Vice President, Mason Station Redevelopment Company, LLC ("MSRC") Email: <a href="mailto:ryan@masonstation.com">ryan@masonstation.com</a>   Cell: 207.233.3644

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### Context

This project will focus on two sites considered for redevelopment along the transmission corridor in the Town of Wiscasset: the 33-acre Birch Point Peninsula and a vacant 297-acre parcel on Old Ferry Road.

The Town of Wiscasset owns part of the Birch Point Peninsula and all of the Old Ferry Road property. The Mason Station Redevelopment Company (MSRC) has a 3-year option (executed in August 2023) to acquire the land currently owned by Mason Station, LLC (MS). Ownership of the rest of the peninsula is split between Central Maine Power Company and other private owners (see following page for ownership map of Birch Point).

Located on Birch Point is a former powerplant, Mason Station. There are currently real estate and renewable energy projects in progress on Birch Point. MSRC desires to establish grid-level battery storage on Birch Point and is also considering other uses. Some environmental remediation efforts have been completed, most notably the ash ponds on Birch Point, but there are additional remediation needs, especially for the Mason Station power plant. The Town is interested in supporting MSRC's vision on Birch Point.

The Town is also exploring development of the vacant parcel along Old Ferry Road. Initial visions for uses on the site include a technology park with a focus on renewable energy and related commercial activity, a solar farm, recreation, and housing including workforce housing. The Town of Wiscasset is currently seeking ARPA funding from the State to understand the viability of housing, energy, and industrial uses along Wiscasset's waterfront.<sup>1</sup> RePower Wiscasset, a local organization focused on bringing renewable energy generation to the Old Ferry Road property, is in active communication with the Town about its vision for this site.

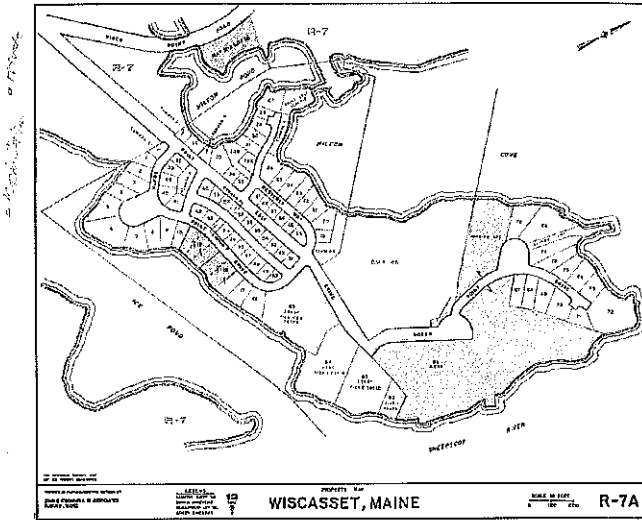
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<sup>1</sup> [Housing vision: Chrostowsky eyes 'Great American Neighborhood' in Wiscasset](#)

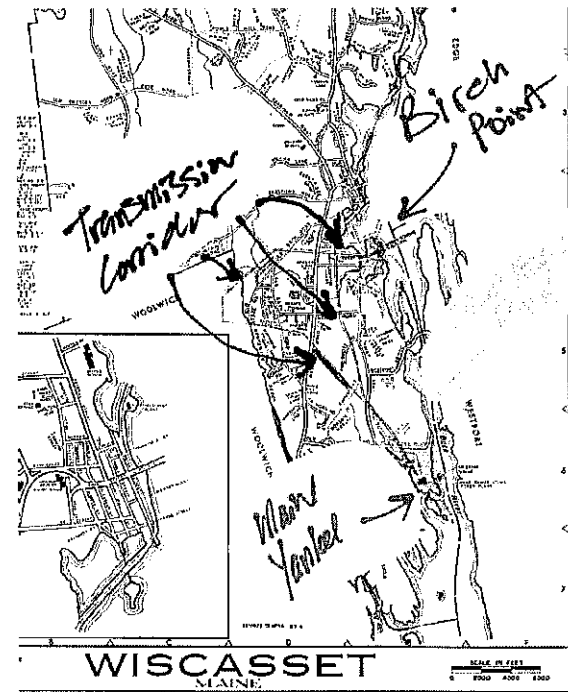


Sample Images

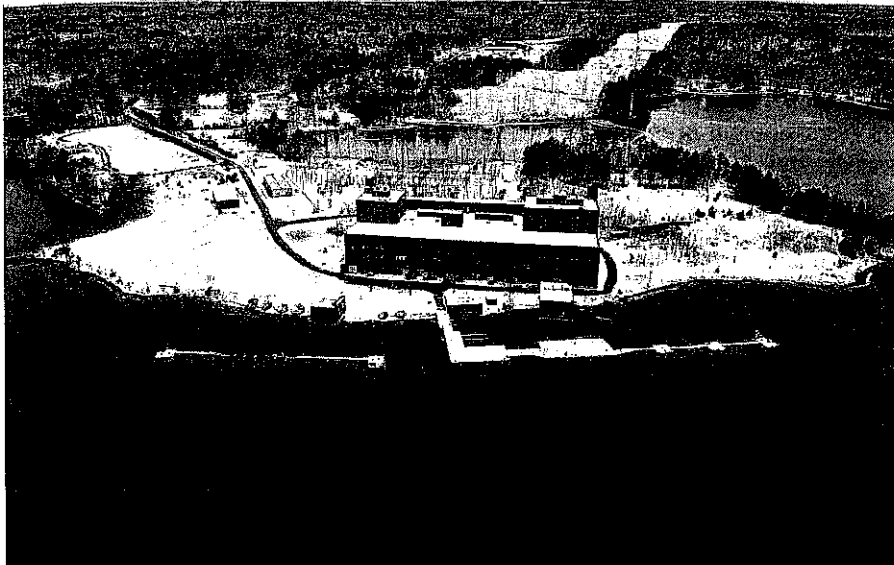
Ownership on the Birch Point Peninsula



Wiscasset Transmission Corridor Site Map



Mason Station on the Birch Point Peninsula



## Technical Assistance Overview

Proposed TA Timeline		Month 2 - September				Month 3 - October				Month 4 - November				Month 5 - December			Month 6 - January			Month 7 - February							
Week		8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4	11/11	11/18	Holiday		Holiday		12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	
<b>0. Project Administration</b>																											
0.1 Virtual Kickoff																											
<b>1. Stakeholder Visioning</b>																											
1.1 Stakeholder Workshop Prep																											
1.2 In-Person Stakeholder Workshop																											
1.3 Review of Workshop Outcomes with Project Sponsor																											
<b>2. High-level Market Scan</b>																											
2.1 Market Analysis																											
2.2 Review of Market Analysis with Project Sponsor Team																											
<b>3. Community Visioning</b>																											
3.1 Community Visioning Prep																											
3.2 In-Person Town Hall																											
3.3 Survey Design and Distribution																											
3.4 Survey Analysis																											
<b>4. Development Programming and Phasing</b>																											
4.1 Preliminary Development Program Creation																											
4.2 Review of Preliminary Program with Project Sponsor Team																											
4.3 Revision of Development Program and Phasing Strategy																											
4.4 Development and Phasing Strategy Presentation to Project Sponsor Team																											
<b>5. Fundraising Strategy</b>																											
5.1 Funding Strategy Creation																											
5.2 Presentation of Funding Strategy to Project Sponsor Team																											

## Anticipated TA Outcomes

- **Vision(s).** Wiscasset stakeholders align upon a holistic vision for the sites within the transmission corridor.
- **Land Uses and Phasing Strategy.** The Town of Wiscasset has a coordinated land use and phasing strategy based on community input and knowledge of what the market could support.
- **Funding Strategies.** The Town has an actionable list of relevant funding opportunities to help advance to future development phases.

## TA Scope

- **Stakeholder visioning.** Following project kickoff, HR&A will design, plan, and facilitate an in-person Stakeholder Workshop to define a collective vision for future development across both the Birch Point and Old Ferry Road properties. A stakeholder is an individual or group with an interest or concern in this project. In the context of Wiscasset, stakeholders specifically refer to: landowners and operators within both sites; adjacent landowners whose properties are immediately next to both sites; and strategic influencers holding key positions in organizations that play a significant role in local planning and energy project development that can weigh in on planning, predevelopment, or implementation. Stakeholders could include but are not limited to:
  - State officials (e.g., Governor's Energy Office, Department of Economic & Community Development)
  - Site landowners and nearby landowners (e.g., Town, Central Maine Power, Mason Station Redevelopment Company, LLC, Peregrine Turbine Technologies, Chewonki Foundation, etc.)
  - Relevant Town of Wiscasset departments and officials (Town Manager, Economic Development, Planning, Selectboard)
  - Local influencers (e.g., Lincoln County Regional Planning Commission, RePower Wiscasset, Wiscasset Area Chamber of Commerce, Wiscasset Creative Alliance, Midcoast Council of Governments, Island Institute)

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- **High-level market scan.** With a focus on Birch Point and Old Ferry Road, HR&A will conduct a high-level market scan to identify opportunities for market-supportable uses or public investments in alignment with a two-site-wide development vision. With the market scan, HR&A will assess various land use opportunities and provide recommendations based on our understanding of community needs, equitable economic development practices, overall development feasibility, energy generation opportunities, and other public goals at the state, county, and local levels. This high-level market scan will be limited to the following uses:
    1. Light industry (e.g., advanced manufacturing, ship/boat/yacht building, marine repair and maintenance, maritime logistic and shipping aquaculture and commercial fishing, marine research and development)
    2. Commercial recreation (e.g., boat rentals, watersports, eco-tourism, event venue, visitor center)
    3. Housing (e.g., market-rate, affordable/workforce, and/or mixed-use housing development)
    4. Clean energy (e.g., development of a microgrid, energy storage innovation hub including research and development, solar power plant, etc.)
    5. Public recreation (e.g., park, boat launch, pier, beach, trails)
    6. Commercial (e.g., hotel, entertainment, event/conference center, restaurant, retail, etc.)
  - **Community visioning.** Following stakeholder visioning, HR&A will engage businesses, residents, and owners in a single in-person Town Hall-style **public meeting**, complemented by an **online survey** hosted on a Google Form, to inform the site visions and planning concepts. Both the public meeting and the online survey will be designed to solicit critical public input that is focused on community needs and feasible land uses and development opportunities. HR&A will collect and analyze data and identify patterns and trends from both the public meeting and the online survey results.
  - **Development programming and phasing.** Building upon the lessons learned from stakeholder and community visioning as well as HR&A's market analysis, HR&A will work with the Town and MSRC to define a program (or set of program options) that meets competing needs and builds consensus around the use of the Birch Point and Old Ferry Road properties. For example, if there is consensus to develop housing, this program would determine a location that both supports the success of the site-specific housing and compliments the other desired uses across the two sites. The development program will set aside parcels, or areas of parcels, where longer-range planning and predevelopment is required before market-supportable uses are feasible, and will recommend development phasing approaches for the proposed uses across the two sites. Additionally, HR&A will identify potential risks, develop strategies to mitigate the risks, and may make recommendations to address regulatory challenges, ensuring that the project complies with all local, state, and federal regulations.
  - **Funding strategy.** HR&A will identify potential public and philanthropic funding sources, relevant incentives (e.g., tax abatements or exemptions), and risk-sharing public-private partnership structures that will support the Town and MSRC in moving forward with its phasing strategy or support economic development activity sponsored by private entities and developers.

