

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for a period of twenty-five (25) years, relative to a Net Metering program.

The City of Lowell is desirous of purchasing Net Metering Credits generated by Solar Energy Facilities; and

Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC propose to finance, install, own, operate and maintain Solar Energy Facilities and desires to sell and deliver to the City of Lowell an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and is hereby authorized to enter into Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for a period of twenty-five (25) years relative to the purchase of an agreed-upon percentage of the Net Metering Credits generated by Solar Energy Facilities.

BE IT IS FURTHER VOTED:

That the City Manager be and hereby is authorized to execute and deliver any and all other documents related to the Net Meter Credit Sales Agreements to provide Net Metering services for twenty-five (25) years, on such terms and conditions as the City Manager deems to be in the best interest of the City of Lowell.

That the City Manager, on behalf of the City of Lowell, be and hereby is, authorized to execute any and all documents necessary in connection with said grant including the expenditure thereof.

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February __, 2026 ("**Effective Date**") and is by and between **BISHOPS HIGHWAY SOLAR, LLC** as seller ("**Seller**") and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Bishops Highway in Kingston, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words which are capitalized and defined in this Article I shall be given their common and ordinary meanings when they appear without capitalization in the text of this Agreement. Words not defined herein shall be given their common and ordinary meanings, except that capitalized words not otherwise defined herein shall have the meaning set forth in the Net Metering Rules.

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February ___, 2026 ("**Effective Date**") and is by and between **BROOK STREET PHASE THREE SOLAR, LLC** as seller ("**Seller**"). and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Brook Street in Plympton, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

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NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February __, 2026 ("**Effective Date**") and is by and between **JACOBS LADDER ROAD SOLAR, LLC** as seller ("**Seller**"). and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Jacobs Ladder Road in Becket, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

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When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words which are capitalized and defined in this Article I shall be given their common and ordinary meanings when they appear without capitalization in the text of this Agreement. Words not defined herein shall be given their common and ordinary meanings, except that capitalized words not otherwise defined herein shall have the meaning set forth in the Net Metering Rules.



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Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

February 24, 2026

Mayor Erik R. Gitschier
And
Members of the City Council

SUBJECT: Authorize Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for 25 Year Contracts

Dear Mayor Gitschier and Members of the City Council:

The attached vote allows the City to enter into 25-year Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for Net Metering Credits generated by Solar Energy Facilities.

Your favorable consideration of these agreements would be greatly appreciated. Attached please find a copy of the Vote authorizing the City Manager to enter into these agreements.

Sincerely,

Thomas A. Golden, Jr.
City Manager