COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
Holland Power Services Inc
FOR
EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES AND RESOURCE COMMITMENT

This Cover Agreement for Emergency Response Electric Utility Services and Resource Commitment ("Agreement") dated as of **August 2, 2022** (the "Effective Date"), combined with all other Agreement Documents identified below, constitutes the complete agreement (the "Agreement") between EVERSOURCE ENERGY SERVICE COMPANY, as agent for its affiliates ordering Emergency Response Work from Contractor ("Owner"), and **Holland Power Services Inc.** ("Contractor"), a _Corporation with offices at _272 Route 105, Maugerville, NB, Canada E3A 8G2, for Contractor's performance of Emergency Response Work (as defined below).

THE AGREEMENT INCLUDES THIS COVER AGREEMENT AND THE DOCUMENTS LISTED BELOW, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF, AND ALL OTHER DOCUMENTS REFERENCED IN SUCH DOCUMENTS.

- **Purchase Order/Contract (Excluding Terms and Conditions Printed on Reverse Side)**
- **Exhibit A: Emergency Response Work Pricing Schedule**
  - **Schedule A(1) : ERW Rate Schedule for:**
    - **Primary Services**
    - **Secondary Services**
    - **Transmission Services**
    - **Equipment**
- **Exhibit B: General Terms and Conditions ("GTCs") Utility Services Rev 19 dated 01/21/20**
- **Exhibit C: Emergency Response Contractor Profile Form**
- **Exhibit D: Eversource Energy Right of First Refusal (ROFR) Statement of Work**
- **Appendix A: Eversource – External Crew Roster**

I. DEFINED TERMS; INTERPRETATION

Capitalized terms used in the Agreement have the meaning given in the applicable document forming a part of the Agreement, including the Pricing Schedule, as well as Utility Services General Terms and Conditions ("GTCs"). For purposes of the Agreement, the definition of Equipment shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Work. The terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

For purposes of this Agreement (consistent with GTCs), the following capitalized terms shall have the meanings set forth below:

"Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's affiliates' utility systems. An Emergency does not constitute an event of Force Majeure under the Agreement.

"Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Emergency Response Work is included within the definition of "Work".
"Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

"Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

II. PRIORITY OF DOCUMENTS

Notwithstanding anything to the contrary set forth in the Agreement, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. If the GTCs apply to this Agreement, Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the Contract documents, behind the Purchase Order (and any Emergency Response Work Releases thereunder) but greater priority than the Special Terms and Conditions (if any) and the other Contract documents. This Cover Agreement replaces the Right of First Refusal Retainer Agreement previously executed between Contractor and Eversource dated January 8, 2021 which is hereby terminated.

III. TERM OF THE CONTRACT

The Contract shall be in effect for the periods specified in Purchase Order/ Contract, and shall be automatically renewed for successive one (1) year periods unless either party notifies , in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that either party elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF EMERGENCY RESPONSE WORK

Contractor shall perform and complete Emergency Response Work in accordance with the Agreement, including Owner's Emergency Response Work Protocols. Owner may require Contractor to perform Emergency Response Work in all or any part of Owner's service territories. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Emergency Response Work Release shall constitute Contractor's acceptance of all of the provisions of the applicable Emergency Response Work Release. Contractor shall be solely responsible for all means, methods, techniques and procedures for Emergency Response Work.

V. CONTRACTOR RESOURCE COMMITMENTS AND EQUIPMENT INFORMATION; RESPONSE TIME

1. Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time and, simultaneously with execution of this Cover Agreement, shall complete the Emergency Response Contractor Profile Form attached hereto as Exhibit C ("Contractor Profile"). Contractor shall keep the information in the Contractor Profile current and promptly notify Owner of any changes to the Contractor Profile in writing or using automated processes that Owner may make available from time to time.

2. Contractor hereby provides Owner with a commitment and right of first refusal for crews/FTE's/Equipment (*including Equipment and support, as requested*) as follows:

*i. **Crews/FTEs : 40 Crews / 80 FTEs + Support Staff***
*ii. **Equipment: 40 Line Trucks + Support Equipment***

3. The foregoing shall be called the Resource Commitment ("Commitment"). In advance of or during emergency or storm events or forecasts of hazardous weather, if Owner desires a Commitment, Owner will contact Contractor as soon as reasonably practicable and notify Contractor if Owner is activating this Agreement and the number of crews/equipment Owner needs, so that Contractor may deploy any resources that are committed to Owner that Owner requests. Owner agrees to pay the standby/travel rates set forth in the attached Rate Schedule until such crews/equipment are deployed and performing Work on Owner's facilities, after which the rate schedule set forth in the applicable GTCs shall apply.

4. For any particular emergency or storm event, if Contractor receives a firm offer of work from another utility(s) that could impact the Commitment, Contractor will promptly contact the Owner's designated representative and advise Owner of the potential impact to the Commitment. Owner will have **30 minutes** from notification to do one of the following:
   i. activate the crews/equipment reserved under the Commitment; or
   ii. release Contractor from the # of crews/equipment in the Commitment obligation impacted by the other customer's firm offer; or
   iii. work with Contractor to revise the Commitment for the particular event to a mutually agreeable smaller crew/equipment commitment number solely for the particular event at issue and release the remaining available crews to work for the other customer.

5. In the event that Owner does not exercise its rights to the Commitment under this Agreement and releases Contractor from all or a portion of the Commitment obligation impacted by the customer's firm offer and Contractor deploys such resources to provide Services to such other customer(s), upon completion of those Services for the other customer (and its affiliates, if applicable and requested by customer), the Commitment will apply to those resources when released by the other customer.

6. Upon Owner's request for crews under this Agreement, the Contractor will deploy the crews/equipment requested in accordance with Owner's schedule and provide the necessary paperwork to DHS (if applicable) with border crossing(s) approvals if applicable, as follows:

   i. The deployment phase shall include (**40**) of crews deployed to Owner's designated staging location within 12 hours of Owner's request for deployment.
   ii. Any remaining balance of crews will arrive in Owner's designated staging location within service territory within 24 hours of Owner's request.

7. Within two (2) hours after Owner's request for Contractor Crews and Equipment and information, Contractor will provide Owner with the requested information and coordinate with Owner for the deployment schedule for the Owner requested Contractor Crews and Equipment for Emergency Response Work. In addition to the Crews and Equipment subject to the Commitment, Contractor will also advise Owner any of any other available and qualified Contractor crews/equipment and if requested by Owner, provide such Contractor Crews and Equipment to Owner for Emergency Response Work.

8. If, prior to Owner's award of such Emergency Response Work to Contractor, the availability of Contractor Crews or Equipment changes, Contractor shall immediately notify Owner.

9. Contractor shall immediately confirm to Owner the amount of Contractor Crews and Equipment committed to such Emergency Response Work and provide the following information regarding the Contractor Crews and Equipment being mobilized:

i. The number of persons available and the name, qualifications, job classification, local union affiliation and gender of each such person;
ii. The type and quantity of Equipment to be provided by Contractor;
iii. Crew information (number of crews, persons per crew, and type of Equipment assigned to each crew) Eversource – External Crew Roster (Appendix A) must be completed;
iv. The name and contact information for the on-site supervisor;
v. The name and contact information for the foreman of each work crew;
vi. The response time for mobilization of the Contractor Crews and Equipment to the Site or Owner-designated onboarding location; and
vii. Expeditiously mobilize the committed Contractor Crews and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner. Contractor must notify Owner immediately if there will be any delay in deploying the requested Contractor Crews and Equipment, and in such event notify Owner in writing as to when such resources will be available and can be on Site for such Emergency Response Work;
viii. Provide at least one (1) supervisor for Contractor Crews, in addition to a foreman for each work crew; and unless defined differently in the Contract, crew will be regarded, for overhead distribution and primary, as one (1) bucket truck and two (2) qualified employees.
ix. Provide at least one English speaking crew member per crew who can translate for non-English speaking crew members.

10. In addition to complying with all other applicable provisions of the Contract, Contractor Crews performing Emergency Response Work shall:

    i. Be qualified and fit for duty (including no use of alcohol or illegal drugs, and no use of legal drugs that could adversely impact job performance).

    ii. Comply with all of Owner's Emergency Response Work Protocols; and

    iii. Not include Subcontractors or other third parties who are not employees of Contractor.

11. The Commitment means the Contractor agrees to provide the number of resources requested by Owner within the Commitment as prescribed in this Agreement to Owner for Emergency Restoration services for the length of the Emergency Restoration Event. Crews offered at Inquiry will remain available to Owner until released by Owner at the Contractor's request. In every instance Owner will determine the length of the Emergency Restoration Event.

12. The Owner retains ownership and salvage rights to all material. Return wire is to be cut up and placed in designated storage containers. Material deemed by the Owner representative as unsalvageable is to be disposed of by Contractor, at the Owner designated container.

13. Energized Conductors-The conductors involved in this contract may be energized at voltages up to 34.5kV, or higher if the Work issued involves transmission lines.

14. Terms of Engagement: All resources will remain on property until they are formally released by Owner's Management.

15. Inventory and Obtaining materials -The Contractor will sign for all material received. There will be a closing inventory when the job is completed. At no time will Contractor take any materials not authorized by the Owner representative. Contractor will be escorted to the stock area by a Owner representative. Contractor will be escorted to the stock area by a Owner representative.

VI. MEALS AND LODGING

Unless otherwise agreed in advance and in writing by Owner and Contractor, Owner will provide meals, lodging and all necessary supplies and materials for the performance of Emergency Response Work (but not tools or safety equipment or clothing) for Contractor Crews performing Emergency Response Work while they are at the Site or Owner-designated onboarding site. If it is more efficient for Contractor Crews to obtain meals that are not Owner-provided, Owner shall, if Owner or the Owner's Representative has preapproved such alternative arrangement in writing, reimburse Contractor with no markup for the reasonable cost of such meals, provided that Contractor submits itemized and signed receipts covering such expenses. No additional mark ups are allowed.

If Owner assigns lodging for Contractor's crews and any of the Contractor crews decline to stay at their assigned lodging, then any alternative lodging procured by the Contractor for such crews will be at Contractor's own expense and will not be reimbursed. Any travel time for Contractor crews to get to such alternative lodging provided by Contractor shall not be billed to Owner and will not be reimbursed.

If Owner does not provide meals and lodging, Contractor shall be compensated for meals and lodging in accordance with the applicable per diem rates set forth in the Pricing Schedule during the periods that Contractor is compensated for Contractor Crews and Equipment at the applicable Travel Time Rates set forth in the attached Pricing Schedule.

VII. EQUIPMENT AND VEHICLES

Unless otherwise agreed to in advance and in writing by Owner and Contractor, all Contractor Crews will arrive at the Site or Owner-designated onboarding site fully equipped with all tools and equipment necessary and appropriate to properly, safely and diligently perform Emergency Response Work, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations, including enclosed space and/or confined space entry equipment, traffic control devices, and public safety protection.

Contractor Crews mobilized for Emergency Response Work shall use any and all field technology provided by Owner in connection with such work, including GPS and wireless communications equipment. Any tools or equipment provided by Owner to Contractor Crews, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the Emergency Response Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner and/or not in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Crews shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards, including, to the extent applicable, ANSI 92.2 2009, requiring testing of vehicles with insulated vehicle-mounted elevating and rotating aerial devices. Commercial vehicles used for Emergency Response Work must be maintained in compliance with the Federal Motor Carrier Safety Regulations (FMCSR).

Contractor Crews driving commercial vehicles must be duly trained, licensed and qualified in compliance with all applicable laws and regulations, including FMCSR.

VIII. SCHEDULE

Contractor recognizes the critical nature of Emergency Response Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all Emergency Response Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Crews and Equipment mobilization, Contractor performance of Emergency Response Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. Emergency Response Work shall begin as specified in each Emergency Response Work Release, and shall end, when the Owner has released the Contractor from restoration work by the

Owner's Representative. Contractor will return all material to the appropriate service center and provide completed signed time sheets.

Emergency Response Work shall be subject to any government agency mandated rest time.

IX. INVOICING AND PRICING TERMS

Contractor shall record its labor time and Equipment usage time on a daily basis using only the required timesheet form- the ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) and provide daily timesheets to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of Emergency Response Work, unless such Emergency Response Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for Emergency Response Work submitted by Contractor shall be accompanied by the completed and Owner signed required time sheets and receipts for authorized expense reimbursement items for the applicable period that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for Emergency Response Work, including the electronic submission of the completed ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) timesheets and expense receipts. Notwithstanding any conflicting provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for Emergency Response Work or provide written objections to all or any portion of each disputed invoice for Emergency Response Work within sixty (60) days after receipt by Owner. Likewise, with respect to Emergency Response Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice with current date for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

For work performed with non-union labor, the Contractor agrees that such Work will be billed at non-union labor rates. If any work involves classifications not specifically set forth in the Pricing Schedule or requires any adjustments, such rates shall be submitted to Owner for approval prior to the start of work. The Contractor shall provide revised labor billing rate schedule for all labor classifications.

All Emergency Response Work shall be invoiced at the rates set forth in the Pricing Schedule. Contractor must use ERP Owner Contractor Storm Daily Time Sheet and Work Log (UNK-5008) to track time and submit completed forms in order to receive payment.

X. OWNER'S EMERGENCY RESPONSE WORK PROTOCOLS

Contractor and all Contractor Crews shall comply with all Emergency Response Work Protocols in effect at the time Contractor Crews perform Emergency Response Work, which may be found at. www.eversource.com Eversource safety documentation will be provided during the on-boarding process.

XI. EXECUTION

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

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SIGNATURE PAGE TO THE COVER AGREEMENT between EVERSOURCE ENERGY SERVICE COMPANY and Holland Power Services Inc. for EMERGENCY RESPONSE ELECTRIC UTILITY SERVICES and RESOURCE COMMITMENT

IN WITNESS WHEREOF, the Parties hereby agree the terms and conditions described in the Cover Agreement are executed as of the Effective Date.

The Parties agree that the counterpart, facsimile or electronically reproduced signatures of the Parties are intended to authenticate this writing, and to have the same force and effect as manual signatures.

Holland Power Services Inc. (CONTRACTOR)		Eversource Energy Service Company (OWNER)	
NAME	Raymond Robinson	NAME	[redacted]
PRINTED NAME		PRINTED NAME	
TITLE	President.	TITLE	DIRECTOR, PROCUREMENT
DATE	Aug 24 / 2022	DATE	9/7/22

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all Emergency Response Work shall be performed on a time and equipment price basis (such rates, the "Emergency Response Work Rates").

1 For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"District of Service Center "refers to a Owner location where Owner and Contractors staff work to support maintenance and restoration activities.

"Receiving Center" refers to the initial reporting location for registration and safety briefings.

"Staging Areas" temporary designated locations established throughout Owner service territory which may be used to issue materials, meals, equipment parking/storage, wet fueling, lodging, safety briefings and work assignments as needed.

"Emergency Response Rates for Equipment" are the agreed rates payable for Equipment from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding when the Contractor Crews are on rest time prior to the termination of such Emergency Response Work. Equipment Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for the term of this Agreement. If Owner provides any fuel to Contractor, Contractor shall reimburse Owner for such fuel costs and at Owner's option, Owner may either invoice Contractor for such fuel costs or the cost of such fuel may be deducted from Contractor's invoice amount for Emergency Response Work.

"Standby Rates apply to labor resources only"

"Emergency Response Working Rates for Labor" are the agreed labor rates payable from the commencement of applicable Emergency Response Work through the termination of such Emergency Response Work, excluding rest time during that Emergency Response Work. Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.

"Standby Retainer Fee" is the amount paid to Contractor each calendar day they are asked and agree to go on to Standby. Once the Contractor agrees to go on to Standby, the entire Standby Retainer Fee, originally agreed to, will be paid regardless of whether or not Contractor Crews are requested to mobilize that day. The Standby Retainer Fee is equal to 8 hours straight time for every 24 hour period on standby at the Emergency Response Rates for Labor for each Contractor Labor Resource who is listed on the Standby Roster for that Standby Request. Owner will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not provided by the Contractor for that event. Owner also will not pay the Standby Retainer Fee for any Labor Resource listed on the Standby Roster of an event who is not requested by the Owner. The Standby Roster must be provided to the Owner prior to the start of the Standby Request. The Standby Retainer Fee will not include the cost associated with any Contractor Equipment. Once the contractor is activated to mobilize the mobilization rates will apply and the Standby retainer Fee will not be in effect.

"Travel Time Rates for Equipment" are the rates payable for all Equipment for the period when Contractor Crews associated with such Equipment are being compensated at the Travel Time Rates for Labor, and includes all transit costs associated with the delivery of such Equipment for the performance of Emergency Response Work, and return to the location from which the Equipment was deployed.

"Travel/Standby Response Rate" are the rates applicable for travel time expended by Contractor Crews located outside of Owner's service territory in which Emergency Response Work is to be performed, calculated based upon the following:

Reasonable time necessary to travel the distance from the Contractor Crews deployment location to the Site or onboarding site designated by Owner, as applicable; and

Reasonable time necessary to travel the distance from the Emergency Response Work completion location to the deployment origin of Contractor Crews.

2 Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for Emergency Response Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3 Reimbursable Expenses: Unless otherwise agreed to in writing by Owner, all of Contractor's reimbursable expenses that are accounted for during mobilization and demobilization are at Travel per diem rates and Equipment rates as set forth per schedule A. Tolls with appropriate back up receipts will be paid as a pass thru. Contractors are not allowed to add markup for any expenses. In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-Emergency Response Work-related personal expenses.

4 Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to Emergency Response Work after the applicable Effective Rate End Date, then the last Emergency Response Work Rates on file with Owner shall be used by Owner to compensate Contractor for Emergency Response Work performed after such Effective Rate End Date. No changes to the billing rates for Emergency Response Work shall be effective unless and until approved by Owner in writing.

5 Travel/Mobilization:
Travel/Mobilization shall be defined as the time Contractor crews leave the Contractor's point of origin (staging area) and arrive at the Owner's designated location, including processing at Owner receiving center if required.

Mobilization
When crews Travel to a restoration event and are requested to stand-by at the contractor's base or hotel, travel hours are paid the Travel /Standby Time Rate as outlined for the job classification in Schedule A.

Mobilization to an activated restoration event with the execution of immediate work being conducted will be paid at the Emergency Response Working Rate in Schedule A. Equipment rate applies.

Travel/Mobilization includes time for refueling, bathroom and food breaks and tolls. The Contractor shall submit estimated time of arrival at Owner using the Owner – External Crew Roster (Appendix A). Billing hours shall not exceed 10% of the original estimated time submitted to the Owner without an updated Owner – External Crew Roster. Any adjustments to original estimates shall require phone and written approval by the authorized agent of the Owner, and a revised Owner – External Crew Roster will be required. Estimates will be approved by Owner.

Time is of the essence; however Contractor is responsible for crew safety. Contractor shall notify Owner if they are unable to meet the estimated arrival time, for what reason, and if a new arrival time can be accepted.

Demobilization:
An official release will be issued by the Owner, exclusively. Demobilization includes notification of release by authorized Owner agent, debriefing by Owner field representative, unloading of materials and return to Contractor point of origin or release to other utility if requested. Prior to the authorized Owner representative formally releasing the Contractor, the Contractor will provide an estimate of Demobilization to the Owner Resource Management Representative.

Travel Rates will apply after demobilization.

SECONDARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor					
EFFECTIVE DATE RANGE – Start: May 31, 2022			End: May 31, 2023		
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.	**Travel/Standby Response Rate**	**ERW Straight Time Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
Lead Lineman	[redacted]				
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
General Foreman					
Foreman					
Logistics / Health Officer					

PRIMARY SERVICES

SCHEDULE A =- Contractor Billing Rates - Labor *Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.*					
EFFECTIVE DATE RANGE					
START: May 31, 2022			END: May 31, 2023		
Title	**ERW Straight Time Rate**	**Travel/Standby Response Rate**	**ERW Rate for Holidays & Sundays**	**Travel per diem Lodging**	**Travel per diem Meals**
General Foreman	[redacted]				
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					
Logistics / Health Officer					

TRANSMISSION LINE RATES

SCHEDULE A =- Contractor Billing Rates - Labor					
Rates are all inclusive of wages, insurance, taxes, overhead, profit and shall be in effect for the term of this Agreement.					
EFFECTIVE DATE RANGE					
START:		END:			
Title	ERW Straight Time Rate	Travel/Standby Response Rate	ERW Rate for Holidays & Sundays	Travel per diem Lodging	Travel per diem Meals
General Foreman				[redacted]	
Foreman					
Lead Lineman					
Lineman					
7th Step Apprentice					
6th Step Apprentice					
5th Step Apprentice					
4th Step Apprentice					
3rd Step Apprentice					
2nd Step Apprentice					
1st Step Apprentice					
Heavy Equipment Operator					
Material Man					
Eq Oper/Field Mech A					
Driver Groundman					
Field Mechanic B					
Field Mechanic C					
Groundman - experienced					
Groundman - 1st Step					
Flagman					
Safety					
Administration					

EQUIPMENT RATES

SCHEDULE A - Contractor Billing Rates - Equipment

Rates are all inclusive of insurance, taxes, overhead, profit, maintenance and fuel and shall be in effect for Equipment deployed upon Owner's request for the term of this Agreement.

EFFECTIVE DATE RANGE

START: May 31, 2022 END: May 31, 2023

Equipment	Rate	Travel Time Rate
1/2 ton pick-up truck 2 x 4	[redacted]	
1/2 ton pick-up truck 4 x 4		
10 Ton Trailer		
3/4 Ton Pick-up Truck - 4 wheel drive		
9 Ton 3x1 Trailer		
Air Compressor		
Air Compressor with Tools		
ATV with pull behind trailer		
Boom Truck		
Bucket - Squirt Boom		
Bucket Truck - 55 ML		
Bucket Truck - 55MH		
Bucket Truck - 65 ft		
Bulldozer - Small		
Compressor 850 CFM		
Digger (Corner Mounted)		
Digger Derrick		
Dump Truck		
Flatbed Truck		
Lift Gate Material Truck		
Material Trailer		
Pole Trailer		
Rack Truck - Large		
Rock Drill with truck		
Single Arbor Trailer		
Utility Truck - 1 Ton		
Wire Puller Tensioner		
Wire Trailer		
Mechanic Van		
Off Road Digger		

EVERSOURCE ENERGY

EVERSOURCE ENERGY RIGHT OF FIRST REFUSAL (ROFR)

Statement of Work

Statement of Work (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions Utility Services Rev 19 dated 01/21/20, between Eversource Energy Service Company ("EVERSOURCE") and Holland Power Services Inc. Contractor)

[redacted] – Emergency Preparedness
[redacted]Source Agent

Eversource Energy Right of First Refusal (RoFR)
Statement of Work

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Eversource Energy Right of First Refusal (RoFR)
Statement of Work

1.Right of First Refusal Statement of Work

Right of First Refusal: This agreement gives Eversource the right to enter into a storm agreement with agreed upon resource requirements during an emergency response with a Holland Power Services Inc. before other investor-owned utilities can. If Eversource, with this right, declines to enter into a transaction, the Holland Power Services Inc. is free to entertain other offers from investor-owned utilities during emergency response events.

This Right of First Refusal Statement of Work, effective the July 25, 2022, (referred to as "SOW") is subject to and entered into pursuant to the General Terms and Conditions Utility Services Rev 19 dated 01/21/20 between Eversource Energy Service Company ("EVERSOURCE") and Holland Power Services Inc. ("Contractor").

2.Agreement Name

Eversource Energy Right of First Refusal (ROFR)

3.Agreement Overview

Holland Power Services will give Eversource the Right of First Refusal for up to (80) Full Time Equivalent (FTE) Line workers equating to (40) of crews.

- The (40) crews will be on-site ready to work in the Eversource Service territory within 24 hours of Eversource activating (Holland Power Services Inc.).
- The (TBD #) crews will be on-site ready to work in the Eversource Service territory within 48 hours of Eversource activating (Holland Power Services Inc.). (all 40 crews / 80 FTEs through the RoFR can arrive within 24 hours)

As part of the RoFR Agreement Eversource agrees to pay (80) FTE mentioned above for three days of storm Labor.

4.Definitions

Full Time Equivalent (FTE):
a unit to measure for line workers employed in a way that makes them comparable although they may work a different number of hours per week

Crew:
Acceptable crew composition is defined below:

- Overhead Crew with 1 bucket and maximum of 2 Workers, with at least 1 of the 2 workers being a qualified lineman at minimum.
- Overhead Crew with 1 Bucket, 1 Digger, & 2 -3 Workers (minimum 1 Journeyman Lineman - JL)
- Overhead Crew with 2 Buckets, and 3 Workers (minimum 2 JLs)
- Overhead Crew with 2 Buckets, 1 Digger, and 3 Workers (minimum 2JLs)

Ready to work:

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Crews are rested and ready to commit labor for a full 16-hour shift wherever they are directed within the Eversource Service Territory

Three days of storm labor:
Three consecutive 16-hour shifts which begins based on the provided ready to work time in official hiring email, this includes travel time to provided Eversource location identified in your hiring email. When the first bucket begins to roll, that's when the start time begins. Reference service agreements for rate details.

In the event that we do not reach 16 hours in a day and need to add hours to the invoice to fulfill the agreement - which rate will apply, the working rate?

Example:

Day 1 - Mobilize, if we mobilize later in the day we may be less than 16 hours. For this example, we will use 12 hours.
Day 2 - Work. 16 hours worked. Released at the end of shift.
Day 3 - Demobilize. 12 hours to travel home.

In this scenario, we will be 8 hours short of the agreement. It is my understanding that we will invoice these 8 hours, however which rate would apply?

Contractor RoFR Notification:
This documented notification to Eversource from the contractor requires the contractor to provide proof of a bona fide offer from another investor-owned utility that has requested the used of said contractors' resources in support of a restoration event. Utility must be identified with number of resources being requested within documented notification Eversource response window is then activated.

Eversource Response Window:
A 30 Minute timeframe starting upon the Contractor RoFR Notification, in which Eversource must approve or reject Contractor to work under a RoFR agreement for storm event

Hiring Notification:
Documented hiring email notifying Contractor of activation that includes detailed instructions and documentation of the required RoFR storm support

Approved Contractor RoFR Point of Contact (POC):
Identified person(s) approved to submit a Contractor RoFR Notification message to Eversource that triggers the Eversource Response Window.

Eversource Resource Support Group (ERSG):
Group within Eversource that provides hiring notification to approved Contractor RoFR POC triggering the RoFR agreement to take effect and documents the start of the three days of storm labor.

ARIBA: Cloud-based procurement, spend management and supply chain system that enable Contractors to unload invoices for Eversource payment digitally. Contractor shall use ARIBA for the upload and processing of invoices.

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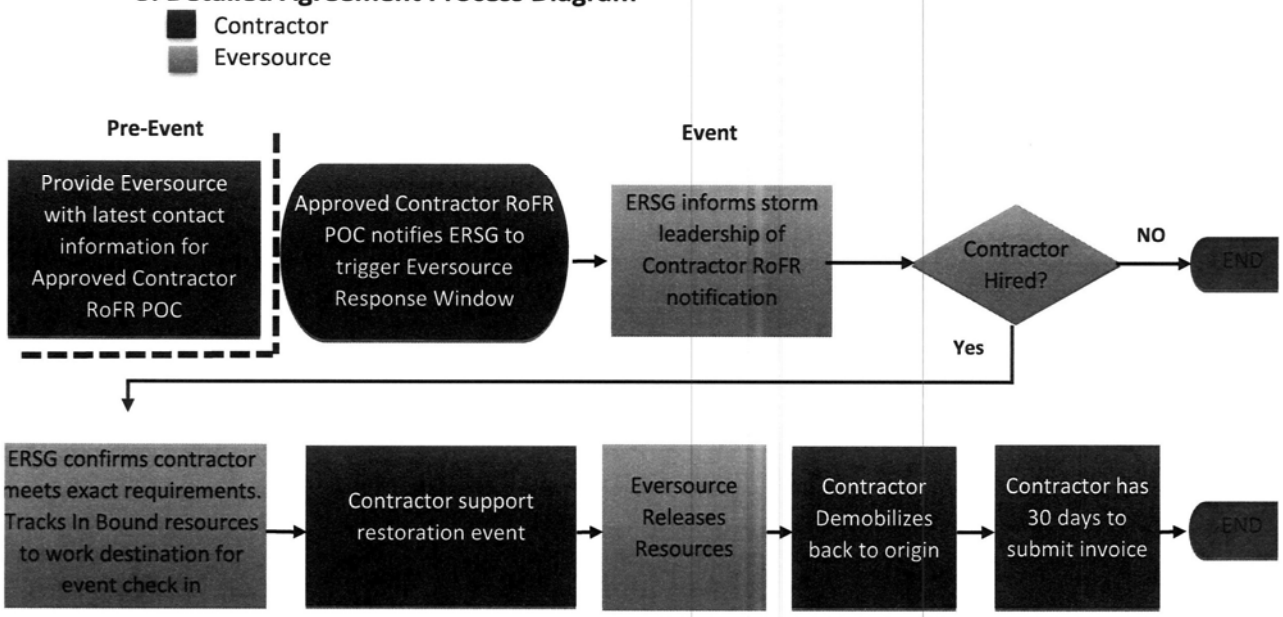
5. Detailed Agreement Process Diagram



6. Agreement Responsibilities

This section articulates the roles and responsibilities of Holland Power Services Inc. (Contractor) and EVERSOURCE throughout the Agreement as specified in this SOW.

6.1 Contractor Responsibilities

Holland Power Services Inc. (Contractor) will be responsible for the following:

- Provide only crews and equipment asked and agreed to through confirmation email

- Providing total (80) FTE Line workers
  - Within 24 hours: (40) Crews
  - Within 48 hours: (TBD #) Crews (all 40 crews / 80 FTEs through the RoFR can arrive within 24 hours)
- Provide updated approved Contractor RoFR POC Information to ERSG
- Notify ERSG of changes to approved Contractor RoFR POC
- Provide Contractor RoFR Notification when your resources are being requested by other IOUs, Contractor RoFR Notification must include:
  - IOU requesting the resources
  - Number they are requesting to secure
- Confirm the receipt of hiring notification formally triggering the three days of storm labor
- Ensure Contractor company name is displayed on vehicle door through signage or temporary magnetic sign for sub-contractors.
- File invoices using approved purchase order number provided by Eversource within 30-day post event demobilization

6.2 Eversource Responsibilities

EVERSOURCE will be responsible for the following:

- Provide Purchase Order Number for invoicing
- Make specific request for number and type of crews and equipment, I.E. Buckets, Diggers, off-road
- Approve or reject Contractor RoFR Notification within 2 hours of alert
- Provide documented detailed hiring letter upon Contractor RoFR Notification approval
- Provides start times and locations to crews
- Provide external field resource coordination representative to hired crews
- Guarantee three days of storm labor
- Provide all onboarding training and required event safety training upon storm hiring
- Provide pre-vent training as needed i.e., timesheet, roster, and software tool training as needed
- Provide exacting equipment and FTE requirements
- ERSG approves and or rejects equipment listed in roster

7. Training

- EVERSOURCE will provide incident on boarding briefings upon hiring to include roster, safety, and event specific on-board brief
- EVERSOURCE will provide training pre-event on timesheets, roster completion, invoicing, and event tools as needed

8. Communication Plan

- Holland Power Services Inc. will provide approved Contractor RoFR Point of Contact as the sole contact point to submit a Contractor RoFR Notification to the Eversource Resource Support Group

- Eversource Resource Support Group will notify Eversource leadership of Contractor RoFR Notification and attain a response within 2 hours
- Eversource Resource Support Group will communicate approval or rejection of Contractor RoFR Notification
- If Hired Eversource Resource Support Group will provide Hiring Notification to Holland Power Services Inc.
- Holland Power Services Inc. will acknowledge hiring email and return required documentation to Eversource Resource Support Group

8.1 Agreement Governance

The primary points of contact between EVERSOURCE and Holland Power Services Inc. shall be the respective Eversource Sourcing Agent and identified agreement point of contact.

8.2 EVERSOURCE Agreement Personnel

The Agreement shall be staffed with a core agreement team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement the solution(s).

Role	Skill Level
Contractor Leadership	Contractor leadership/Agreement Point of Contact
Approved Contractor RoFR Point of Contact	Contractor Response Coordination

8.3 EVERSOURCE's Resources

Role	Skill Level
Eversource Resource Support Group	Crew Hiring
Procurement Sourcing Agent	Agreement Management
Procurement Leadership	Procurement /Sourcing Agent
Emergency Preparedness Leadership	Emergency Preparedness Organizational Response and Management

8.4 Change Management Process

Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and Holland Power Services Inc. Contractor. The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.

Any changes that may arise in agreement will be documented using a change order

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9. Term of the SOW

Three years, renewable for up to two more years exercised annually, subject to review and mutually agreeable amendments after the first Three months in each term

10. Rates

No upfront costs, with activated crews billed as agreed upon ERP rates between Eversource and Holland Power Services Inc. See the following for agreed upon ERP rates between Eversource and (Holland Power Services Inc. Contractor) for more details:

- **Cover Agreement Emergency Response Electric Utility Services and Response Commitment**

11. Out of Scope

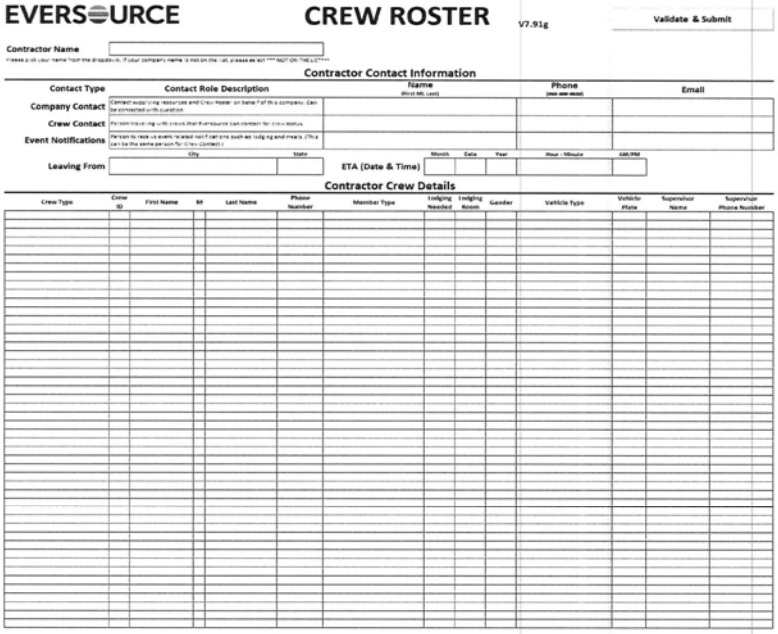
Any change of direction not outlined in this scope of work pertaining to emergency response activation and hiring. Any additional emergency response work not listed in this SOW.

12. Assumptions

EVERSOURCE Energy makes the following pricing assumptions and clarifications in performing this work:

- All personnel being provided to Eversource are qualified in their role
- Holland Power Services Inc. (Contractor) will still be willing to provide emergency response work outside of RoFR agreement if Holland Power Services Inc. (Contractor) is not contacted by an IOU for an event, hence not trigging this RoFR agreement to take effect

Appendix A



EVERSOURCE **CREW ROSTER** V7.91g Validate & Submit

Contractor Name

Contractor Contact Information

Contact Type	Contact Role Description	Name (First Mi. Last)	Phone (xxx-xxx-xxxx)	Email
Company Contact	Contact supplying resources and Crew Roster on behalf of the company. Can be contacted with question			
Crew Contact	Person traveling with crews that Eversource can contact for crew status.			
Event Notifications	Person to receive event related notifications such as lodging and meals. (This can be the same person for Crew Contact)			

Leaving From (City, State) ETA (Date & Time) (Month, Date, Year, Hour : Minute, AM/PM)

Contractor Crew Details

Crew Type	Crew ID	First Name	MI	Last Name	Phone Number	Member Type	Lodging Needed	Lodging Room	Gender	Vehicle Type	Vehicle Plate	Supervisor Name	Supervisor Phone Number