



RECEIVED
CITY CLERK

2023 JUN -8 P 6:00

CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-THREE

SPONSORED BY: Kassandra Gove **BILL No. 2023-063**
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a cash gift of \$25,000 from Next Era Energy Seabrook for the care and maintenance of the Emergency Operation Center and the generator supporting the Emergency Operation Center.

Summary: These funds will be used for the care and maintenance of the Emergency Operation Center and the generator supporting the Emergency Operation Center.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a cash gift of \$25,000 from Next Era Energy Seabrook for the care and maintenance of the Emergency Operation Center and the generator supporting the Emergency Operation Center.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Agreement") is made and entered into this day of June, 2023, by and between NextEra Energy Seabrook, LLC, a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business at Lafayette Road, Seabrook, New Hampshire, 03874, acting as agent for the Seabrook Joint Owners ("Agent"), and the City of Amesbury, Massachusetts, a City organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 62 Friend Street, Amesbury, Massachusetts, 01913 ("City"). The Seabrook Joint Owners are Agent, Massachusetts Municipal Wholesale Electric Company, Hudson Light & Power Department, and Taunton Municipal Lighting Plant.

WHEREAS, City has requested Agent to provide a monetary gift to the City for care and maintenance of the Emergency Operation Center and the electric generator and;

WHEREAS, Agent is willing to grant the City's request, subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the recitals stated above, which are hereby incorporated into this Agreement and made a part hereof, and in consideration of the mutual promises, covenants, agreements, representations, and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Agent and the City as follows:

1. Cash Gift to City

Agent shall provide the sum of \$25,000.00 to City that will be used by the City toward care and maintenance of the Emergency Operation Center and generator supporting the City's Emergency Operation Center. The City shall be solely responsible for all maintenance, fuel, and operational issues for the Generator.

2. Indemnification/Hold Harmless

As consideration for Agent's obligations under Sections 1 and 2 of this Agreement, City shall undertake the duty to indemnify, defend and hold harmless, Agent, the Seabrook Joint Owners, and their successors, assigns, and past, present and future officers, employees, agents, managers, representatives and insurers from and against all actions, causes of action, claims, liabilities, losses, damages, penalties, disbursements, costs and expenses (including without limitation, attorney's fees and expenses) resulting from the City's or any third party's use of the City's generator, whether or not such liabilities

are due to or caused in whole or in part by the negligence, gross negligence, or willful misconduct of Agent or the Seabrook Joint Owners.

3. Integration Clause; Amendment; Governing Law; Counterparts

This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, between and among the parties relating to the subject matter of this Agreement, other than those expressly contained herein. No Amendment of this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly agree to submit to the jurisdiction of the federal court located in New Hampshire. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

NextEra Energy Seabrook, LLC
As Agent for the Seabrook Joint Owners

Date: _____

By: _____
Its duly authorized Site Vice President

City of Amesbury

Date: _____

By: _____
Mayor