



May 3, 2022

Planning Board
Town of Wareham
54 Marion Road
Wareham, MA 02571

**Re: *Site Plan Review Application
Fearing Hill Road Solar Project
91 & 101 Fearing Hill Road Wareham, MA (Parcel ID: 91-1000 & 74-1007)
Atlantic Job #3055.02***

Dear Board Members:

Enclosed, please find documents relative to a Site Plan Review Application for the Fearing Hill Road Solar Project being submitted on behalf of Wareham MA 3, LLC (the Applicant). Per Section 590 of the Wareham Zoning Bylaws, the proposed ground-mounted solar array project requires a Site Plan Review from the Planning Board.

As outlined in the Applicant's April 11, 2022 letter to the Board, which was acted upon by the Board at their 4/11/22 meeting, this Application is in the exact same form as the previous Application (#21-21) and the contents of Planning Board's current file for the project will be transferred to this new Application's files. Therefore, we are only providing at this time, the following:

1. Three (3) copies Site Plan Review Application Forms including Tax Verification Form
2. Three (3) copies Certified Abutters List
3. Three (3) copies Proof of Utility Notification

If you have questions, please feel free to reach out to us at (508) 888-9282.

Very truly yours,

ATLANTIC DESIGN ENGINEERS, INC.



Richard J. Tabaczynski, P.E.
Vice President

APPLICATION FOR SITE PLAN REVIEW

Page 1

Applicant: Name: Wareham MA 3, LLC

Mailing address: 100 Summit Lake Drive Valhalla, NY 10595

Telephone: (978) 888-4088

Project: Street & Number: 91 & 101 Fearing Hill Road

Assessor's Map: Map 91 & 74 Lot(s) Lots 1000 & 1007

Dwelling Units # N/A

Parking Spaces # N/A

Acres: 20 Square Feet Commercial Space: 0

Briefly describe project: Proposed ground-mounted solar array at 91 & 101 Fearing Hill Road. The Project includes ground-mounted solar panels along with a gravel access road, security fencing, stormwater/erosion control measures, transformer battery storage enclosures and electrical inverters on concrete pads and above/below ground electric connecting to the existing utility line at the entrance to the site on Fearing Hill Road.

Date: May 3, 2022

Signature of Applicant: _____

Joe Shanahan
Senior Project Developer
Con Edison Clean Energy Businesses, Inc.

Joe Shanahan Wareham MA 3, LLC
(140)

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Please list the names of all abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SITE PLAN REVIEW CHECKLIST

Plans shall be prepared by a registered architect, landscape architect, or Professional Engineer. 14 complete sets are required with the following information included:

1. GENERAL INFORMATION

- X Developer name, address, telephone number
- X Property owner name, address, telephone number, legal relationship between developer and property owner
- X Date of application
- X Statement briefly describing project
- X Locus map (1" = 2,000')
- X Location of property to surrounding area (this plan shall show at a scale of not less than 1" = 100' the general characteristics of all lands within 200' of the proposed site and shall include structures, parking areas, driveways, pedestrian ways and natural characteristics)
- X Zoning district (square feet within each district if more than one district)
- X Total area of project in square feet to include wetland and 100 year flood plain (both in square feet)
- X All contiguous land owned by the applicant or by the owner of the property. At the discretion of the Planning Board photographs of the site at size 8" x 10"

2. EXISTING FEATURES

Plans shall be accurately drawn to a scale of 1" = 20', 1" = 40', or 1" = 100' where practical and appropriate to the size of the proposal and shall show all existing natural, manmade, and legal features of the site. Such plans are to include but not be limited to the following:

- X Tree line of wooded area

Waiver Reequested Individual trees 18" dbh or over

- N/A Bogs or agricultural areas

- X All wetlands protected under CMR 10.02 (1) (a-d)
- N/A Flood plain (100 years) with base flood elevation data
- X Contour lines (2' intervals)
- X General soil types

2b. EXISTING MANMADE FEATURES

- X Vehicle accommodation areas
- X Street, roads, private ways, walkways
- N/A Curbs, gutters, curb cuts, drainage grates
- N/A Storm drainage facilities, including manholes
- X Utility lines, including water, sewer, electric, telephone, gas, cable TV
- N/A Fire hydrants and location of dumpsters
- N/A Building, structures, and signs (free standing), including dimensions of each
- N/A Existing light fixtures

2C. EXISTING LEGAL FEATURES

- X Zoning of property (district lines)
- X Property lines (with dimensions identified)
- X Street right of way lines
- X Utility or other easement lines
- X Monuments

3. THE DEVELOPMENT PLAN

The development plan shall show proposed changes in the (a) existing natural features; (b) existing man made features and (c) existing legal features.

The Development Plan shall include:

<u>N/A</u>	Square feet in every new lot
<u>X</u>	Lot dimensions
<u>N/A</u>	Location and dimensions of all buildings and free standing signs as well as the distances from all buildings to lot lines, streets, or street right of way
<u>N/A</u>	Building elevations (side, front, and back for a typical unit) showing building height and any proposed wall signs
<u>N/A</u>	Location, dimensions, and designated use for all recreation areas
<u>N/A</u>	Location and dimension of all open space; indicate whether open space is to be dedicated to public use or to remain private
<u>N/A</u>	Streets (including street names) which conform to the design standards of the Planning Board's Rules and Regulations Governing the Subdivision of Land
<u>N/A</u>	Curbs and gutters, curb cuts, drainage grates
<u>X</u>	Drainage facilities including manholes, pipes, drainage ditches, and retention ponds
<u>N/A</u>	Sidewalks and walkways showing widths and materials
<u>N/A</u>	Outdoor illumination with lighting fixture size and type identified
<u>X</u>	Utilities; water, sewer, electric, telephone, gas, cable TV
<u>N/A</u>	Fire hydrant location
<u>N/A</u>	Dumpster (trash collection facilities)
<u>X</u>	New contour lines resulting from earth movement (at 2' intervals) and indications of types of ground cover and other precautions to stabilize slopes
<u>N/A</u>	Vehicle parking, loading, and circulation areas showing dimensions
<u>N/A</u>	Proposed new plantings by size and location or construction of other devices to comply with screening and shading requirements

4. IMPACT STATEMENT

In order to evaluate the impact of the proposed development to Town services and the welfare of the community, there shall be submitted an impact statement in two parts.

X All applicable Town services including but not limited to schools, sewer services, water systems, parks, fire, and police.

X The roads in the immediate vicinity of the proposed development (including an estimate of both peak and average daily counts)

X The ecology of the area within the site and any significant off-site impacts

Part Two shall describe what actions have been taken to mitigate the impacts described in Part One

This application constitutes the applicant's willingness to work under the Town of Wareham's Zoning Bylaws. Any errors or omissions from this checklist or the Zoning Bylaw may result in the application not being placed on a Planning Board Agenda or denial of the Site Plan.

Site Plan Review Application Checklist

Note to Applicant(s): The following checklist serves as an instrument to help ensure that all necessary information and materials are submitted with the application for Site Plan Review. Please verify that all related items listed below have been accounted for in your submission. (Refer to Article 15 of the Zoning By-Law of the Town of Wareham, Massachusetts, adopted October 2004).

Name of site: Fearing Hill Road Solar Project Date: _____
 Owner(s): Joseph Crespi
 Address: 246 South Meadow Road, Gate 4 Hangar NW8 Plymouth, MA 02360
 Telephone Number: (508) 847-5548 Cell Phone: _____

Developer(s): Wareham MA 3, LLC
 Address: 100 Summit Lake Drive Valhalla, NY 10595
 Telephone Number: (978) 888-4088 Cell Phone: _____

Relationship between Developer & Property Owner: Developer is leasing from landowner

Surveyor: Atlantic Design Engineers, Inc.
 Engineer: Atlantic Design Engineers, Inc.
 Architect: N/A
 Landscape Architect: N/A

ITEM	Complete
Application for Site Plan Review – Special Permit filed with Planning Board	X
(14 copies of application and supplementary materials)	X
Application for Special Permit – Residential Cluster Development filed with Planning Board	X
(11copies of application and supplementary materials)	X
Copies filed with Town Clerk	X
Filing Fees	X
GENERAL INFORMATION	
Developer Name, address, telephone number	X
Property Owner Name, address, telephone number	X
Date of Application	X
Statement briefly describing project	X
Locus Map (1" = 2,000')	X
Location of property to surrounding area (scale should be no less than 1" = 100') and general characteristics of all lands within 200' of the proposed site including structures, parking areas, driveways, pedestrian ways, and natural characteristics	X

Zoning district (sq. feet within each district if more than one)	X
Total area of project to include wetland and 100 year floodplain (both in sq. feet)	X
All contiguous land owned by the applicant or by owner of property	X
Photographs of site (8" by 10") – at discretion of Permitting Authority	X
List of abutters, certified by Board of Assessors	X
Number of dwellings which could be constructed by means of a conventional development plan, considering the whole tract, exclusive of water bodies and land prohibited from development by legally enforceable restrictions, easements, or covenants. This includes: <ul style="list-style-type: none"> Any bank, freshwater wetland, coastal wetland, beach, dune, flat, marsh, or swamp bordering the ocean, any estuary, creek, river, stream, pond, or lake Lake under any of the water bodies listed above; Land subject to tidal action Land subject to coastal storm flowage or slopes in excess of fifteen (15) percent are not to be counted in figuring the number of permissible units of conventional development. 	N/A
EXISTING FEATURES	
(Scale 1" = 20', 1" = 40', or 1" = 100' where practical and appropriate to the size of the proposal) Must include a minimum of the following:	X
1. Existing Natural Features <ul style="list-style-type: none"> a. Tree line of natural area; b. Individual trees 18" dbh or over; c. Bogs or agricultural areas; d. All wetlands protected under 310 CMR 10.01 (1) (a-d); floodplain (100 year) with base flood elevation data; e. Contour lines (2' intervals); f. General soil types. 	X
2. Existing Man-Made Features <ul style="list-style-type: none"> a. Vehicle accommodation areas; streets, roads, private ways, walkways; b. Curbs, gutters, curb cuts, drainage grates; c. Storm drainage facilities including manholes; d. Utility lines including water, sewer, electric, telephone, gas, cable TV; e. Fire hydrants and location of dumpsters; f. Buildings, structures, and signs (free standing) including dimensions of each; g. Exterior lighting features. 	X (where applicable)
3. Existing Legal Features <ul style="list-style-type: none"> a. Zoning of property (district lines); b. Property lines (with dimensions identified); c. Street right-of-way lines; d. Utility or other easement lines; e. Monuments. 	X

DEVELOPMENT PLAN	
Proposed changes to existing natural features, existing man-made features, and existing legal features including the following;	X
• Area of each new lot in square feet;	N/A
• Lot dimensions;	X
• Location and dimensions of all buildings and freestanding signs as well as the distances from all buildings to lot lines, streets, or street;	N/A
• Location, dimension, and designated use for all recreation areas;	N/A
• Location and dimension of all open space (indicate whether such open space is to be dedicated to public use or remain private);	N/A
• Streets (including street names) which conform to the design standards of the Planning Board's Rules and Regulations Governing the Subdivision of Land;	N/A
• Curbs and gutters, curb cuts, drainage grates;	N/A
• Drainage facilities including manholes, pipes, drainage ditches, and retention ponds;	X
• Sidewalks and walkways showing widths and materials;	N/A
• Outdoor illumination with lighting fixture size and type identified;	N/A
• Utilities – Water, sewer, electric, telephone, gas, cable TV;	X
• Fire hydrant locations;	N/A
• Dumpster (trash collection facilities);	N/A
• New contour lines resulting from earth movement (2' intervals) and indications of types of ground cover and other precautions to stabilize slopes;	N/A
• Vehicle parking, loading, and circulation areas showing dimensions and layout of parking spaces, travel lanes, aisles, and driveways;	N/A
• Proposed new plantings by size and location or construction of other devices to comply with screening and shading requirements.	N/A
IMPACT STATEMENT	
Part One: Description of neighborhood and impact of proposed development on all applicable town services including but not limited to schools, sewer service, water system, parks, fire, and police protection;	N/A
Traffic report of existing and future traffic within and adjacent to proposed development. (Include estimate of both peak and average daily traffic count);	N/A
Analysis of site in regards to wetlands, coastal wetlands, slopes, soil conditions, 100 year flood plain, and other natural features as Planning Board may request;	X
Environmental Impact Assessment Report relating to proposed plan and copy of environmental impact report if otherwise required in order to illustrate the ecology of the area within the site and any significant off-site impacts;	N/A
Evaluation of open land proposed within cluster, with respect to size, shape, location, natural resource value, and accessibility by residents of the Town or of the cluster;	N/A

Part Two: Description of actions that have been taken to mitigate the impacts described in Part One.	N/A
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**TOWN OF WAREHAM
ANR/SUBDIVISION/SITE PLAN REVIEW FORM**

Check one: ANR _____ Form B _____ Form C _____ Site Plan Review X

Date stamped in _____ Date decision in due _____

Applicant's name(s) Wareham MA 3, LLC

Applicant's address 101 Summit Lake Drive Valhalla, NY 10595

Telephone number (978) 888-4088

Address of property 91 & 101 Fearing Hill Road

Landowner's name Joseph Crespi

Owner's address 246 South Meadow Road, Gate 4, Hangar NW8 Plymouth, MA 02630

Telephone number (508) 847-5548

Contact person Richard Tabaczynski, PE Telephone (508) 888-9282

Map # 91 & 74 Lot # 1000 & 1007 Zone Residential-60

Date Approved _____ Date Denied _____

Comments (state reasons for denial or stipulations of approval)

Conditions for: _____

RECORD OF PLANNING BOARD PROCEEDINGS AND DECISIONS
Town of Wareham Planning Board

Name of Subdivision or Project: Fearing Hill Road Solar Project

APPLICATION: FORM A _____ FORM B _____ FORM C _____
 SITE PLAN REVIEW X OTHER _____

DATE SUBMITTED: _____

DATE DECISION IS DUE: _____

DATE OF PUBLIC HEARING(S): _____

DECISION DATE: _____

DATE DECISION SENT TO TOWN CLERK: _____

DATE APPEALS PERIOD BEGINS _____ ENDS _____

PLANNING BOARD DECISIONS: (yes or no or abstention) if abstaining, appropriate recusal form should accompany decision.

FORM A:

M. Baptiste _____ G. Barrett _____ M. Fitzgerald _____ B. Reed _____
J. Cronan _____ A. Slavin _____

FORM B:

M. Baptiste _____ G. Barrett _____ M. Fitzgerald _____ B. Reed _____
J. Cronan _____ A. Slavin _____

FORM C:

M. Baptiste _____ G. Barrett _____ M. Fitzgerald _____ B. Reed _____
J. Cronan _____ A. Slavin _____

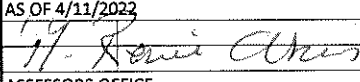
SITE PLAN:

M. Baptiste _____ G. Barrett _____ M. Fitzgerald _____ B. Reed _____
J. Cronan _____ A. Slavin _____

COMMENTS OR STIPULATIONS ON DECISION: _____

STREET NAME PROPOSED AND ACCEPTED: _____

Conditions for: _____

TOWN OF WAREHAM ABUTTERS				
MAP 91 LOT 1000 300'				
OWNER NINETY SIX REALTY LLC				
MAP & LOT	OWNERS	STREET ADDRESS	TOWN & STATE	ZIP CODE
62-0-1010	ASHLEY HERBERT W, ASHLEY PATRICIA I TRUSTEES	142 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1	RODERICK MELANIE F,	116 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1002	LEARY KATHLEEN	106 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1003.B	CONNELL MAXINE A, CONNELL HAROLD R JR	286 HIGHLAND ST	WORCESTER, MA	01602
74-0-1005	JACKSON PHILIP R, JACKSON JULIA E	94 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1006	DEMELLO LEWIS A,	95 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1011	BOSWORTH BRYAN & HEAVEY MARTIN T	110 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1013	COMM OF MASS, EXEC OFFICE OF TRANS & CONST	MULTI-MODEL RAIL UNIT, 10 PARK PLAZA RM 3170	BOSTON, MA	02116
74-0-2	MALONE DANIEL S, MALONE MARGARET E	PO BOX 252,	W WAREHAM, MA	02576
74-0-3	DUFFY ALICE,	PO BOX 213,	W WAREHAM, MA	02576
74-0-4	DIAS MICHAEL J,	1 HOWLETT DR,	W WAREHAM, MA	02576
86-0-1000	TOWN OF WAREHAM,	54 MARION RD,	WAREHAM, MA	02571
91-0-1000	NINETY SIX REALTY LLC, C/O JOE CRESPI	PO BOX 454,	TAUNTON, MA	02780
91-0-1001	BAY BANK MERCHANTS TR ER ALS, C/O JUDY GALAVOTTI	8 SEAMEADOW LN,	WAREHAM, MA	02571
91-0-1002	HAMER RUTH, C/O ALFRED HAMER	461 COUNTY RD,	W WAREHAM, MA	02576
91-0-1003	HAYES ANNE K,	52 FARMER'S LN,	W WAREHAM, MA	02576
91-0-1008	CURLEY TIMOTHY R,	DRAWER 1111,	MARION, MA	02738
91-0-1008.A	SMITH ROBERT A, SMITH DEBBRA L	81 FEARING HILL RD,	W WAREHAM, MA	02576
91-0-1008.B	GUAMAN LUIS,	85 FEARING HILL RD	W WAREHAM, MA	02576
91-0-1008.C	PAPPALARDO KATHLEEN M, MCHALE NANCY L	87 FEARING HILL RD,	W WAREHAM, MA	02576
93-0-1017.A	DANDREA LOUIS ALAN,	3 OLD FEARING HILL RD,	W WAREHAM, MA	02576-1489
93-0-1017.B	KASPAR PAUL F, KASPAR JUDITH M	121 FEARING HILL RD,	W WAREHAM, MA	02576
93-0-W10	DOWNING MICHAEL S,	PO BOX 282,	W WAREHAM, MA	02576
93-0-W4	MORETTI DAVID T, MORETTI BARBARA J	20 HELEN ST,	W WAREHAM, MA	02576
93-0-W5	HOGAN CHRISTOPHER J, HOGAN JANET L	22 HELEN ST,	W WAREHAM, MA	02576
93-0-W6	CAMPBELL CRISTA LYN,	24 HELEN ST,	W WAREHAM, MA	02576
93-0-W7	FONTAINE CRAIG T,	26 HELEN ST,	W WAREHAM, MA	02576
93-0-W8	NAULT DARREN, NAULT WENDY A	28 HELEN ST,	W WAREHAM, MA	02576
93-0-W9	JOHNSON RICHARD B, JOHNSON LOUISE A	17 LAURA LN,	FAIRHAVEN, MA	02719
74-0-1009-2	ELKALLASSI VERONICA T, DEBONISE ERNEST	4 SQUIRREL ISLAND RD,	W WAREHAM, MA	02576
74-0-1009-1	GOMES RYAN,	88 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1009-9	ALEXANDER ADAM V, ALEXANDER ERIN K	6 SQUIRREL ISLAND RD	W WAREHAM, MA	02576
CERTIFIED ABUTTERS AS THEY				
APPEAR ON OUR TAX ROLLS				
AS OF 4/11/2023				
				
ASSESSORS OFFICE				
REQUESTED BY				
REBECCA PADUZZI				
508 888-9282				
RPADUZZI@ATLANTICCOMPANIES.COM				


TOWN OF WAREHAM ABUTTERS				
MAP 74 LOT 1007 300'				
OWNER NINETY SIX REALTY LLC				
MAP & LOT	OWNERS	STREET ADDRESS	TOWN & STATE	ZIP CODE
74-0-1005	JACKSON PHILIP R, JACKSON JULIA E	94 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1006	DEMELLO LEWIS A,	95 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1007	NINETY SIX REALTY LLC, C/O JOE CRESPI	PO BOX 454,	TAUNTON, MA	02780
75-0-1/A	GLYNN CHARLES DAVID,	82 FEARING HILL RD,	W WAREHAM, MA	02576
75-0-1006	YUEN GORDEN L, YUEN THERESA M	37 STEARNS LN,	SUDBURY, MA	01776
86-0-1000	TOWN OF WAREHAM,	54 MARION RD,	WAREHAM, MA	02571
91-0-1008	CURLEY TIMOTHY R,	DRAWER 1111,	MARION, MA	02738
91-0-1008/C	PAPPALARDO KATHLEEN M & MCHALE NANCY L	87 FEARING HILL RD,	W WAREHAM, MA	02576
91-0-1008/B	GUAMAN LUIS,	85 FEARING HILL RD	W WAREHAM, MA	02576
74-0-1009-3	PHIPPS MICHAEL, PHIPPS DANIELLE	5 BLACKMORE POND RD,	W WAREHAM, MA	02576
74-0-1009-2	ELKALLASSI VERONICA T, DEBONISE ERNEST	4 SQUIRREL ISLAND RD,	W WAREHAM, MA	02576
74-0-1009-1	GOMES RYAN,	88 FEARING HILL RD,	W WAREHAM, MA	02576
74-0-1009-9	ALEXANDER ADAM V, ALEXANDER ERIN K	6 SQUIRREL ISLAND RD	W WAREHAM, MA	02576
CEERTIFIED ABUTTERS AS THEY				
APPEAR ON OUR TAX ROLLS				
AS OF 4/11/2022				
<i>94. Renee Atkins</i>				
ASSESSORS OFFICE				
REQUESTED BY				
REBECCA PEDUZZI				
508 888-9282				
RPADUZZI@ATLANTICCOMPANIES.COM				



STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit G - Interconnection Service Agreement

10/9/2018

1. Parties. This Interconnection Service Agreement ("Agreement"), dated as of **TBD** is entered into, by and between **NSTAR Electric d/b/a Eversource Energy**, a Massachusetts corporation with a principal place of business at **247 Station Drive, Westwood, MA 02090** (hereinafter referred to as the "Company"), and **CEC Development, LLC** a corporation with a principal place of business at **361 Centennial Parkway, 3rd Floor, Louisville, CO 80027** ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.  (2000 kW AC).
101 Fearing Hill Rd, Wareham, MA, 02576
2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at  ~~Ap 74 Lot 1009, Wareham, MA 02576~~ Acct# **TBD**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement. If neither the Interconnecting Customer nor the Customer is the Landowner of the property where the Facility is sited, a Landowner Consent Agreement, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement, unless the Company, in its sole discretion, waives this requirement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. Termination.
 - 4.1. This Agreement may be terminated under the following conditions.
 - 4.1 a) The Parties agree in writing to terminate the Agreement.
 - 4.1 b) The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

- 4.1 c) The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
- 4.1 d) The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
- 4.1 e) The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.
- 4.2. Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
- 4.3. Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement.
5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. Interconnecting Customers shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 120 Business Days from the date of execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 120 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the date of first payment to pay the remainder of the costs. If the system modifications exceed \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties, and any such payment plan shall be set forth in Attachment 3. The payment plan may include

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

a payment schedule different than the 120 Business Day payment schedule requirements set forth in this paragraph above.

Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision, the Company will require the Interconnecting Customer to reapply for interconnection. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full or as otherwise provided in Attachment 3. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction or as otherwise provided in Attachment 3.

5.1. Cost or Fee Adjustment Procedures.

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any required Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study. All costs that exceed the above caps will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the above caps, or the Company will suspend the work and the corresponding agreement will terminate.

5.2. Final Accounting.

An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the

Company under the Interconnection Service Agreement for such System Modifications within 120

Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) Business Days of the provision of such final accounting report.

6. Operating Requirements.

6.1. General Operating Requirements.

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2. No Adverse Effects: Non-interference.

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to

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Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3. Safe Operations and Maintenance.

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4. Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4 a) Company and Interconnecting Customer
Representatives.

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Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4 b) Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require. In addition to any rights and easements required by the Company in accordance with the above provision, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

6.4 c) Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1. Temporary Disconnection

- 7.1 a) Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely

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to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

- 7.1 b) Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.
- 7.1 c) Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.
- 7.1 d) Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.
- 7.1 e) Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately

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suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

- 7.1 f) Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2. Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

- 7.2 a) The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. Metering. Metering of the output from the Facility shall be conducted pursuant to the terms of the

Interconnection Tariff.

9. Assignment. Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

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11. Insurance Requirements.

11.1. General Liability.

- 11.1 a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i) Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii) Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii) One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv) Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).
- 11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1 c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1 d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims

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asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

- 11.1 e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1 f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 11.1 g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
 - i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
 - ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to

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5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2. Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3. Evidence of Insurance.

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Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4. Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts

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Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

- 11.5. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Eversource

Attention: **DG Group, SW 340**

Phone: **508-790-9035**

DG Senior Account Executive

Melanie.Khederian@eversource.com

12. Indemnification. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior

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to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a) that is beyond the reasonable control of the affected Party; and
- b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

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17. Notices.

- 17.1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) Business Days after being sent by certified mail, e-mail or fax with confirmation of receipt to the person specified below:

If to Company:

Name **Eversource**
Attention: **DG Group, SW340**
Phone: **508-790-9035**
Email: **Melanie.khederian@eversource.com**

If to Interconnecting Customer:

Name: **CEC Development, LLC**
Attention: **Michael Whigham**
Address: **361 Centennial Parkway, 3rd Fl**
City: **Louisville, CO 80027**
Phone: **802-380-5299**
Email: **Michael.whigham@easycleanenergy.com**

- 17.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.
- 17.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, email addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies.

- 18.1. Defaults. Any one of the following shall constitute "An Event of Default."

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- i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, and such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2. Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a) Continue to perform and enforce this Agreement;
- b) Recover damages from the defaulting Party except as limited by this Agreement;
- c) By written notice to the defaulting Party terminate this Agreement;
- d) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.
20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that

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the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. Non-waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. Counterparts. This Agreement may be signed in counterparts.
24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto.
Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. Dispute Resolution. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. Signatures.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

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Interconnecting Customer

By: Thomas Sweeney

Name: THOMAS SWEENEY

Title: PRESIDENT

Date: 9/28/18

Company

By: Melanie Khederian

Name: Melanie Khederian

Title: Account Executive - DG

Date: 10/9/2018

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Exhibit G - Interconnection Service Agreement

1. Parties. This Interconnection Service Agreement (“Agreement”), dated as of **TBD** is entered into, by and between **NSTAR Electric d/b/a Eversource Energy**, a Massachusetts corporation with a principal place of business at **247 Station Drive, Westwood, MA 02090** (hereinafter referred to as the “Company”), and **Wareham MA 3, LLC** a corporation with a principal place of business at **100 Summit Lake Dr, Valhalla, NY, 10595** (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference. **WO# 2263854 (4,875 kW AC)**.
2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **101 Fearing Hill Rd, Wareham, MA 02532 Acct# TBD**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement. If neither the Interconnecting Customer nor the Customer is the Landowner of the property where the Facility is sited, a Landowner Consent Agreement, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement, unless the Company, in its sole discretion, waives this requirement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. Termination.
 - 4.1. This Agreement may be terminated under the following conditions.
 - 4.1 a) The Parties agree in writing to terminate the Agreement.
 - 4.1 b) The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

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- 4.1 c) The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
- 4.1 d) The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
- 4.1 e) The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.
- 4.2. Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
- 4.3. Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement.
5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. Interconnecting Customers shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 120 Business Days from the date of execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 120 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the date of first payment to pay the remainder of the costs. If the system modifications exceed \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties, and any such payment plan shall be set forth in Attachment 3. The payment plan may include

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a payment schedule different than the 120 Business Day payment schedule requirements set forth in this paragraph above.

Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision, the Company will require the Interconnecting Customer to reapply for interconnection. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full or as otherwise provided in Attachment 3. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction or as otherwise provided in Attachment 3.

5.1. Cost or Fee Adjustment Procedures.

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any required Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study. All costs that exceed the above caps will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the above caps, or the Company will suspend the work and the corresponding agreement will terminate.

5.2. Final Accounting.

An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the

Company under the Interconnection Service Agreement for such System Modifications within 120

Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) Business Days of the provision of such final accounting report.

6. Operating Requirements.

6.1. General Operating Requirements.

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2. No Adverse Effects; Non-interference.

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to

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Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3. Safe Operations and Maintenance.

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4. Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4 a) Company and Interconnecting Customer
Representatives.

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Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4 b) Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require. In addition to any rights and easements required by the Company in accordance with the above provision, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

6.4 c) Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1. Temporary Disconnection

- 7.1 a) Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely

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to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

- 7.1 b) Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.
- 7.1 c) Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.
- 7.1 d) Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.
- 7.1 e) Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

- 7.1 f) Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2. Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

- 7.2 a) The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. Metering. Metering of the output from the Facility shall be conducted pursuant to the terms of the

Interconnection Tariff.

9. Assignment. Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. Confidentiality. Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

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11. Insurance Requirements.

11.1. General Liability.

- 11.1 a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i) Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii) Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii) One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv) Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).
- 11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1 c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1 d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

asserted against the Company (hereinafter known as “Owners Protective Liability”). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and “Named Insured” under the policy.

11.1 e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1 f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the “Governmental Entity”) is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

11.1 g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.

- i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
- ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to

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5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2. Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3. Evidence of Insurance.

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Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4. Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

- 11.5. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Eversource

Attention: **DG Group, SW 340**

12. Indemnification. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a) that is beyond the reasonable control of the affected Party; and
- b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

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17. Notices.

- 17.1. Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given on the date actually delivered in person or five (5) Business Days after being sent by certified mail, e-mail or fax with confirmation of receipt to the person specified below:

If to Company:

Name **Eversource**

Attention: **DG Group, SW340**

Email: melanie.khederian@eversource.com

If to Interconnecting Customer:

Name: Wareham MA 3, LLC

Attention: Michael Whigham

Address: 100 Summit Lake Dr

City: Valhalla, NY, 10595

Phone: 802-380-5299

Email: michael.whigham@easycleanenergy.com

- 17.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

- 17.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, email addresses, and phone numbers may be communicated or revised by one Party’s Notice to the other.

18. Default and Remedies.

- 18.1. Defaults. Any one of the following shall constitute “An Event of Default.”

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- i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, and such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2. Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a) Continue to perform and enforce this Agreement;
- b) Recover damages from the defaulting Party except as limited by this Agreement;
- c) By written notice to the defaulting Party terminate this Agreement;
- d) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supersedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that

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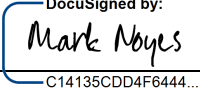
the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. Governing Law. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. Non-waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. Counterparts. This Agreement may be signed in counterparts.
24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto.
Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. Dispute Resolution. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. Signatures.

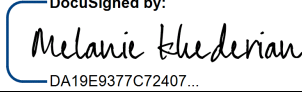
IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Interconnecting Customer

By: 
C14135CDD4F6444...
Name: Mark Noyes
Title: President & CEO
Date: 4/12/2021

Company

By: 
DA19E9377C72407...
Name: Melanie Khederian
Title: Account Executive
Date: 4/12/2021