Site Plan Review Application



In Support of:

Proposed Solar Field

276 Plain Street

Rockland, MA 02370

Applicant:

SolBid

116 John Street, Suite 400 Lowell, MA 01852

Submitted to:

Town of Rockland
Planning Board

Dated: November 7, 2022

Prepared By:

Jacobs Driscoll Engineering 50 Oliver Street North Easton, MA 02356

JN: 01-2022-008

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APPENDICES

- Appendix A: Phono Solar Twinplus Module Series Spec Sheet
- Appendix B: Operation & Maintenance Plan by SolBid, Inc.
- Appendix C: Property Deed
- Appendix D: Exhibit G Interconnection Service Agreement
- Attachment: Site Development Plans dated July 8, 2022 (Revised October 11, 2022)
 by Jacobs Driscoll Engineering
- Attachment: Sterling Golf Management Ground Mounted Photovoltaic System Plans dated: 10.22.2021 by KMB Design Group



TOWN OF ROCKLAND

Planning Board

Town Hall 242 Union Street Rockland, MA 02370 Telephone: 781-871-1874 Ext. 1196

Fax: 781-871-0386

Email: PlanningBoard@rockland-ma.gov

FORM L SITE PLAN REVIEW APPLICATION FORM

Date of Application: November 7, 2022					
Name of Applicant/Owner: SolBid (Applicant) & Sterling Golf Management (owner)					
Address: 276 Plain Street, Rockland, MA					
Title of Development/Site: Sterling Golf Ground Mounted Photovoltaic System					
Assessor's Map #: 50 Lot #: 5					
Site Plan prepared by: Jacobs Driscoll Engineering					
Address: 50 Oliver Street, North Easton, MA 02350					
Plan and application was received by the Rockland Planning Board					
on the day of 20					
FEE \$(payable at the time of plan approval)					
VOTE OF ROCKLAND PLANNING BOARD					
On the day of 20					
The Rockland Planning Board voted to:					
1) the Site Plan (approve/disapprove)					
2) Reasons for Disapproval:					
3) Approval of Site Plan with the following conditions:					
					
SIGNATURE OF BOARD MEMBERS COMMENTS					
Chairman — — — — — — — — — — — — — — — — — — —					
Vice-Chairman					
vice-chairman ————————————————————————————————————					
Clerk					
Olerk					

Rockland Rules and Regulations

Form L - Page 1



TOWN OF ROCKLAND

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Telephone: 781-871-1874 Ext. 1196

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FORM H AGREEMENT TO TERMS OF PAYMENT FOR PROFESSIONAL ASSISTANCE TO THE TOWN OF ROCKLAND PLANNING BOARD

The Rockland Planning Board has the right to engage professional assistance, as required, in the review of any and all plans submitted for their consideration. Said assistance may be in the form of an individual or firm with expertise in the subject area with which the Board requires assistance. The applicant shall pay all the costs of professional assistance on behalf of the Board.

The firm(s) or individual(s) providing assistance to the Board will furnish the Board with bills detailing services rendered on the applicant's project. The Town of Rockland will pay the consultant's fees with funds deposited by the applicant in a review security account in accordance with Section II, A.2. The applicant agrees to properly maintain the review security account and make required deposits within thirty (30) days. The applicant understands that failure to do so is a breach of the Rules and Regulations governing the Subdivision of Land in the Town of Rockland and grounds for disapproval of a Preliminary or Definitive Subdivision Plan.

Under no circumstances will an applicant make a direct payment to the Board's selected consultant or will the Board's selected consultant make a direct billing to the applicant. All correspondence regarding review and/or inspection services on behalf of the Board must be routed through the Planning Board.

SolBid, Inc.		, as an applicant before
the Rockland Planning Board and proponent	for the project known as	
on 276 Plain Street		Street/Road
have read the above agreement		
and understand its meaning and intent. I/We Planning Board until final payment for service the terms described in this document.		1
Signature(s) of Applicant(s):		
Address:		
Rockland Rules and Regulations		Form H – Page 1



TOWN OF ROCKLAND

Planning Board

Town Hall 242 Union Street Rockland, MA 02370 Telephone: 781-871-1874 Ext. 1196

Fax: 781-871-0386

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DESIGN REVIEW APPLICATION

The following criteria is intended to provide a basic format from which all submissions for DESIGN REVIEW are to be evaluated. It is recommended that all parties preparing a submission insure all information contained herein is addressed on the documentation to be presented.

Applicant: SolBid	Street Address: 116 John Street Suite 400
Town: Lowell	State: _MA Zip code: _01852
Phone: Office: <u>857-233-9283 x406</u>	Home:
Fax:	Email: <u>drenna@solbid.com</u>
Project Location: 276 Plain Street F	Rockland, MA 02370
Project Description: Proposed grou	und mounted solar field located in a former practice space on the existing golf co
Zoning District: R1 & Solar Requi	ired Setbacks: Front: 50' Sides 50'
Required Frontage. Verlay 110'	Rear: 50'
	s. Site Area: 3,245,220 (Square Feet 74.5 Acres)
	East Elevation: N/A West Elevation: N/A North Elevation:
	Number of Floors: N/A Proposed Gross Floor Area:
N/A square feet	
	(Above Floor Elevation at Grade — Maximum)
Proposed Percentage of Coverage _	N/A %
Proposed Setbacks: Front: > 50'	Side: 52.5' Rear: > 50'
Proposed Number of Parking Stalls	: N/A Handicapped: N/A
Proposed Service/Docking Areas _	
	als: N/A
T	
Proposed Color of Exterior: N/A	
Proposed Site Treatment- Describe	Landscaping, Signage, Lighting, Storage, Walkways and Other Amenities as
necessary: See attached narrativ	/e
•	
mments:	

PLANNING BOARD USE ONLY:

Date of Review:
1 . Has the Applicant satisfied the requirements of Section Six — REQUIRED INFORMATION TO BE SHOWN ON PLANS as follows; SITE PLANS: Locus Plan: North Arrow: Building Location: Vehicular Circulation: Pedestrian Circulation: Exterior Storage Areas: Exterior Lighting: Sign: Configuration: Mechanical and Electrical Equipment: Existing and Proposed Grades: LANDSCAPING PLANS: BUILDING PLANS: Floor Plans: Exterior Elevations:
 RECOMMENDATIONS: Having completed the PLAN REVIEW for the project identified on Page One, the Planning Board recommends Particular and special attention is requested for the following items:
Reasons for a recommendation of disapproval:
Planning Board:
Chairman
Vice Chairman
Clerk

Site Plan Review Application

For

Proposed Solar Field 276 Plain Street Rockland, MA 02370

2.0 PROJECT NARRATIVE

Introduction

The applicant, SolBid, on behalf of the property owner, Rockland Golf Course wishes to obtain the necessary permits and approvals to install an approximately 119 kW ground mounted solar array adjacent to the golf course's club house and the 10th Tee at 276 Plain Street in Rockland.

Locus

The site is zoned Residential One (R1) on the south west side of the property where the majority of the golf course is located and Residential Two (R2) for the north east portion of the property where the club house and parking lot is located. The R1 zone, where the proposed solar array is to be sited, is part of the Town's solar overlay district. This parcel is identified as Rockland Assessor's Map 50, Plot 5. Refer to Figure 1 – USGS Locus Map for the location of the site.

Proposed Project

The proposed project consists of an approximately 119 kW ground mounted solar array. To support the solar field, an electric panel and 6' chain link fence surrounding the panels will be installed. The site where the proposed array is to be located is currently a grassed practice area and is clear of trees, shrubs and any other ground cover that would be a hindrance to the project. Due to the proximity to the parking lot there is no need for a gravel access road to the area of the array.

Also, please note that the solar array electrical design plans prepared by KMB Design Group and dated October 8, 2021 will be revised per the final system layout as prepared by the Civil Engineer (JDE) and per the Rockland Conservation Commission and Planning Board approvals. The KMB plans are included with this submittal, however the layout of the array has been revised per the Conservation NOI process.

Resource Areas

The wetland resource areas were delineated by Brad Holmes of Environmental Consulting & Restoration, LLC on April 28, 2022. The Wetland Delineation Memo prepared by Mr. Holmes is attached to this report. The site contains Bordering Vegetated Wetlands (BVW), 25-foot no disturbance zone to the BVW, and a 100-foot buffer zone to BVW. Most of the proposed work will remain out of the buffer zones with the exception of a portion of the proposed solar array and fencing within the 100' BVW buffer.

The site is not located within any other resource areas (NHESP, IWPA, Flood Zones or other wetland resource areas).

Proposed Wetland Protection

During construction, discharges from dewatering or excavations (if required) will not be diverted directly into any wetlands or existing storm drains without pretreatment via settling basins. Sediment will be removed from all temporary erosion and sedimentation control devices and

redistributed throughout the site for stabilization prior to the completion of construction and removal of the erosion controls.

The anticipated area of disturbance for the work to be done is approximately 20,000 s.f. and is below the threshold for filing a SWPPP with the US EPA.

Requirements per Rockland Zoning Bylaw Section 415-21.1 Ground Mounted Solar PV District

The following describes how certain portions of the Ground Mounted Solar PV District bylaw are either met, do not apply, or for which waivers are requested.

- C. Description of areas included in the Ground Mounted Solar PV Overlay District. (1) The Ground Mounted Solar PV Overlay District shall include all land located in the R-1 zone with a minimum of five contiguous acres of uplands, I-2, I-3, and I-4 zone with a minimum of three contiguous acres of uplands.
 - The proposed 119 kW DC ground mounted solar array is located within the R-1 zone and therefore within the Overlay District
- *F.*(2)(a)[6] Name, address, and contact information for proposed system installer;
 - Installation Contractor
 M.L. Schmitt Electric
 371 Taylor St.
 Springfield MA
 413-733-7868
 Contact: Justin Tomasini
- *F.*(2)(c) An operation and maintenance plan as per Subsection H, Operation and Maintenance Plan.
 - See Appendix B for the Operations & Maintenance Plan by SolBid, Inc.
- F.(2)(f) A fully inclusive written estimate of the costs associated with decommissioning and removal of equipment, reclamation of the site including the relandscape prepared by a registered professional engineer skilled and experienced in the estimation of the decommissioning cost of such an installation. The amount shall include a written estimate of the projected inflation of the decommissioning cost and an explanation of the basis for calculating the increased removal costs due to inflation.
 - The Applicant is requesting a waiver from this requirement as allowed by Section F.(2)(h).
- *F.*(2) (*g*) Description of financial surety that satisfies Subsection P, Financial Surety, of this bylaw.
 - The Applicant is requesting a waiver from this requirement as allowed by Section F.(2)(h).
- G. Site Control. The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar photovoltaic installation.

- The Applicant is for this project is SolBid, Inc. on behalf of their client and the owner of the Rockland Golf Course, Sterling Golf Rockland, LLC. Please see Appendix C of this report for a copy of the Deed for the property as proof of ownership by Sterling Golf Rockland, LLC.
- H. Operation and Maintenance Plan. The project proponent shall submit a plan for the operation and maintenance of the large scale ground mounted solar photovoltaic installation, which shall include measures for maintaining safe access to the installation, stormwater controls, lighting as well as general procedures for operational maintenance of the installation.
 - See Appendix B for the Operations & Maintenance Plan by SolBid, Inc.
- I. Utility Notification. No large scale ground mounted solar photovoltaic installation shall be constructed until written proof has been submitted to the Planning Board that the utility company that operates the electrical grid where the installation is to be located has been informed of the solar photovoltaic installation owner or operator's intent to install an interconnected customer-owned generator on the site. Off-grid systems shall be exempt from this requirement.
 - See Appendix D for a copy of the Interconnection Service Agreement between Sterling Golf Management and the Massachusetts Electric Company, d/b/a National Grid.
- K. Design Standards.
 - (1) Lighting.
 - N/A, no lighting is proposed.
- (2) Signage.
 - (a) Signs on large scale ground mounted solar photovoltaic installations shall comply with the provisions of the zoning bylaw governing signs. A sign consistent with the sign bylaw shall be required to identify the owner and provide a twenty-four-hour emergency contact phone number.
 - The Applicant is requesting a waiver from this requirement as allowed by Section F.(2)(h).
- (b) Solar photovoltaic installations shall not be arranged or used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar photovoltaic installation.
 - No advertising signage is proposed.
- (3) Utility Connections. Reasonable efforts, as determined by the Site Plan Review Authority, shall be made to place all utility connections from the solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

- The electrical connections from the proposed ground mounted array to the existing Clubhouse building are proposed to be in underground conduits.
- (4) Controlled Access. Fencing shall be installed to prevent unauthorized access to the entire installation including solar panels, appurtenant structures, equipment shelters, storage facilities, transformers, and substations, and the like. A copy of the key to access the installation or any alternate access arrangements shall be provided to the Rockland Police and Fire Departments for emergency purposes.
 - Fencing is proposed around the entire solar array as required.
- L. Safety and Environmental Standards.
 - (1) Emergency Services. The large scale solar photovoltaic installation owner or operator shall provide a copy of the project summary, electrical schematic, emergency response plan and site plan to the Fire Department at the same time as the application is submitted to the Planning Board and the Fire Department shall be afforded the opportunity to comment on the proposed project prior to the closing of the public hearing. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar photovoltaic installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.
 - A copy of the submittal will be provided to the Fire Department as required. An emergency response plan will be provided upon request.
- (2) Land Clearing, Soil Erosion and Habitat Impacts. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the large scale ground mounted solar photovoltaic installation or otherwise prescribed by applicable laws, regulations, and bylaws.
 - The area where the proposed array is to be located is currently a grassed practice area and is clear of trees, shrubs and any other ground cover that would be a hindrance to the project. There will be minimal disturbance to the area to install the crushed stone trenches along the low side of the panels and to slice seeding in a shade tolerant grass seed mix in the areas under the panels.
- *M. Monitoring and Maintenance.*
 - (1) Solar Photovoltaic Installation Conditions. The large scale ground mounted solar photovoltaic installation owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Building Commissioner. The owner or operator shall be responsible for the cost of maintaining the solar photovoltaic installation and any access road(s), unless accepted as a public way.
 - Requirement acknowledged.

- (2) Modifications. All modifications to a solar photovoltaic installation made after issuance of the required building permit shall require approval by the Planning Board.
 - Requirement acknowledged.
- *N. Abandonment or Decommissioning.*
 - The Applicant and Owner acknowledge all of the requirements of this Section.
- O. Abandonment. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the solar photovoltaic installation shall be considered abandoned when it fails to operate for more than one year without the written consent of the Building Commissioner. If the owner or operator of the large scale ground mounted solar photovoltaic installation fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the Town may enter the property and physically remove the installation at the cost and expense of the owner and operator and the cost and expense thereof shall be paid by the owner and/or operator together with any and all legal cost and expenses associated with recovering the cost and expenses.
 - The Applicant is requesting a waiver from this requirement as allowed by Section F.(2)(h).
- P. Financial Surety. The operator of a large scale ground mounted solar photovoltaic projects shall provide a form of surety, either through escrow account, bond or otherwise, to cover the cost of removal in the event the Town must remove the installation and remediate the landscape, in an amount and form determined by the Planning Board, but in no event to exceed more than 125% of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent in Subsection F(2)(f). Such surety will not be required for municipally or state-owned facilities.
 - The Applicant is requesting a waiver from this requirement as allowed by Section F.(2)(h).

Wetlands Program Policy (WPP 17-1): Standards of Review

Under the Wetlands Protection Act, and the solar specific Program Policy 17-1, projects are required to avoid resource areas, and when avoiding a resource area it isn't possible to mitigate and/or minimize any impacts. Per the "Avoid" criteria, the entire system, its components and interconnection with the electrical grid are located in upland areas thereby avoiding direct impact to the wetland resource areas. The PV system, the chain link fence enclosure and the proposed limit of work are all located outside of the 25' No Touch Buffer zone. The array is located 61.3' from the edge of the wetland, the fence 38.7' and the erosion control / limit of work line is 33' away from the wetland edge.

The proposed PV system is to be located on a portion of the local golf course that is cleared, grassed and not being used by the course for play. The interconnection location will be underground to an existing electricity user (the Clubhouse) and established grid infrastructure.

Stormwater Management Per WPP 17-1

The Stormwater Management Standards contained at 310 CMR 10.05(6)(k) apply to PVS projects. The stormwater standards include: attenuation of peak rates of runoff caused by land development (310 CMR 10.05(6)(k)2), provision of recharge (310 CMR 10.05(6)(k)3), control of Total Suspended Solids (TSS) from impervious surfaces (excluding solar panels) (310 CMR 10.05(6)(k)4), and the provision of adequate erosion and sedimentation controls (310 CMR 10.05(6)(k)8). These were achieved through meeting the design recommendations below.

DEP recommends the measures below to control the peak runoff rate, provide recharge, and treat TSS, provided the following are also met:

- slopes on which the PVS arrays are placed are not greater than 3:1 (180 or 33.5% slope), naturally or as graded;
 - The slopes in which the PVS array will be placed is the naturally occurring slope onsite with a slope less than 3:1
- an erosion control plan is developed and implemented which prevents direct discharges to wetlands and which grade the project site to avoid or minimize channelized stormwater flow from the Buffer Zone directly into wetland resource areas;
 - An erosion control plan has been developed and included in this report. Straw wattles will be installed during construction to control erosion and sedimentation into the wetland and any disturbed areas will be seeded and loamed prior to the removal of the construction phase sediment and erosion control devices. Other than the trenching for the underground electric conduits, there is very little earth disturbance associated with the installation of the array itself. Only the fence posts will require the typical minimal disturbance for their installation. The ground mounting system for the panels utilizes soil screws to attach the brackets to the ground resulting in little to no earth disturbance. The existing vegetation will be maintained and enhanced by slice seeding a shade grass seed mix beneath the proposed array area.
- land disturbance and grading is conducted in a phased and selective manner (i.e. avoid, if possible, or minimize clearing the entire site at one time in order to minimize soil mobilization and the amount of soil exposure at any one time to reduce construction period runoff), or other appropriate construction best management practices are incorporated to preclude construction period runoff/erosion. Provide temporary land stabilization measures for all disturbed surfaces such as mulching until permanent native vegetative cover is established, and utilize temporary sedimentation basins as appropriate.
 - Soil and land disturbance is kept to a minimum. The project will require one trench to install the electrical line, the installation of fence posts and the installation of a crushed stone drip edge trench 4" deep along the low edge of the panels. No earthwork or grading is proposed beyond that. Any disturbance will be stabilized.

- construction and post-construction phase stormwater management plans include sub-catchments under the PVS arrays which include stormwater BMPs such as infiltration trenches, water bar/log bars, and natural vegetative cover consisting solely of native grass and plant species (note: the extent of stormwater BMPs required will depend largely on the existing cover type as compared to the proposed cover type. In some instances, BMPs may not be necessary, where the proposed cover type represents an improvement over existing conditions);
 - The existing conditions onsite consist of maintained grasses, after the construction of the solar array the grasses will remain and will be cut and managed so that the grass does not shade the panels. The grass will be able to grow longer under the panels than in the open area of the golf course, which exists there now. Also, as noted above, the area under the array will be enhanced with a shade grass mix prior to the installation of the array.
- top soil is preserved or supplemented sufficient to maintain vegetation cover;
 - The existing top soil will be preserved in place under the array.
- solar panel rows are spaced in a manner to allow sunlight penetration sufficient to support vegetation between the solar panel rows;
 - The solar panels have been spaced with 18" between units allowing sunlight to penetrate and grass below to grow.
- where panel rows follow the slope (i.e. the panel arrays are constructed down, rather than across, a slope) provide intermittent gaps between adjacent panels sufficient to accommodate anticipated runoff so that runoff occurs from individual panels rather than from the length of the entire array;
 - The proposed panels do not follow the slope, however there is spacing provided between rows of panels.
- panel drip edges (or leading edge of panels) are no greater than 10-feet above the ground surface;
 - The height from ground is 16" +/-
- no conveyances or outfalls are constructed;
 - No conveyances or outfalls are proposed to be constructed.
- no work is proposed in a buffer zone of Resource Areas that borders a Critical Area, as defined at 314 CMR 9.02, or in the estimated habitat identified on the most recent Estimated Habitat Map of State Listed Rare Species prepared by the Natural Heritage and Endangered Species Program.
 - No work is proposed in the buffer zone of a Resource Area that borders a Critical Area.

The proposed solar project follows the above criteria set for solar arrays and demonstrates compliance within the Stormwater Management Standards reducing the need for further stormwater management best management practices.

Further, PVS array projects that provide a ground surface cover of gravel/crushed stone or is planted and maintained with native vegetative cover sufficient to maintain adequate infiltration and eliminate surface water runoff, do not require stormwater recharge or TSS treatment. This system is designed to maintain the existing vegetative cover below the proposed array and therefore will not be required to meet the stormwater recharge and TSS requirements. In addition, the area below the array will be slice seeded with a shade grass mix to further ensure the hardiness of the grass below the system.

Stormwater Management Standards

The following is a brief discussion of the ten Stormwater Standards.

Standard 1 – No New Untreated Discharges

The proposed solar array installation will result in very little earth disturbance.

Standard 2 – Peak Discharge Rate Attenuation

As there is no increase in impervious area such as building roofs and/or paved areas, the peak discharge rates will not change.

Standard 3 – Recharge to Groundwater

As there is no increase in impervious area there is no potential decrease in groundwater recharge that would have to be made up for with a groundwater recharge system.

Standard 4 - Water Quality - TSS Removal

No new paved areas are proposed and therefore no TSS removal is required.

Standard 5 – Land Uses With Higher Potential Pollutant Loads (LUHPPLs) This is not a LUHPPL.

Standard 6 - Critical Areas

This is not a critical area.

Standard 7 – Redevelopments and Other Projects Subject to the Standards only to the maximum extent practicable.

This is a redevelopment of this portion of the golf course and therefore the Standard 7 exemptions are being taken.

Standard 8 – Construction Period Pollution Prevention and Erosion and Sedimentation Control A construction phase pollution prevention plan has been provided.

Standard 9 - Operation and Maintenance Plan

A long term pollution prevention plan has been provided for the solar array portion of the golf course property.

Standard 10 – Prohibition of Illicit Discharges

An Illicit Discharge Statement has been provided.

Erosion & Sedimentation Control Plan

Erosion & Sedimentation controls are included on the site plan along with details of the measures utilized for the project. Straw wattles will be installed at the perimeter of the limit of work to prevent sedimentation from entering the resource areas. Erosion control measures will be checked after rainfall and at least once every week. Sediment buildup will also be removed as necessary. Additional Erosion & Sediment control materials will be stored onsite to be utilized for repairs, if necessary.

Construction Sequence

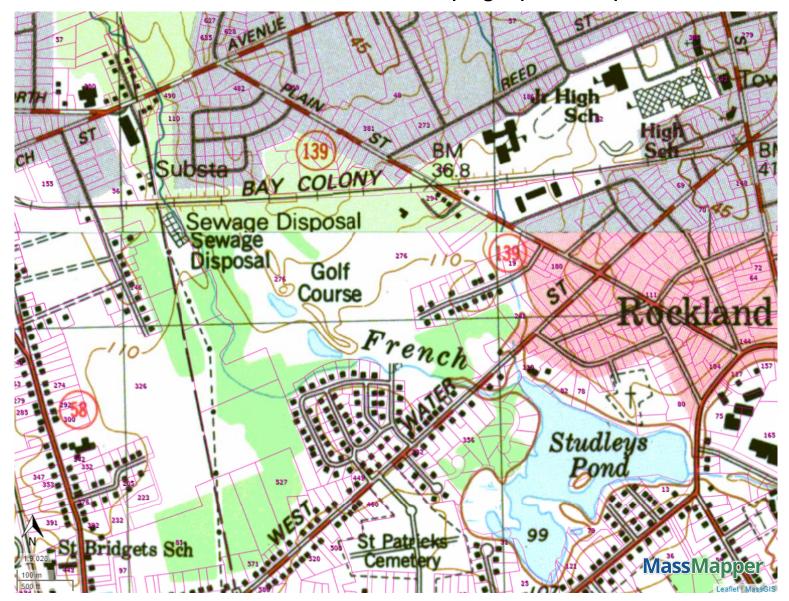
The following Construction Sequence shall be followed by the contractor and is also outlined on the Notice of Intent Plan:

- 1. Install Erosion control device to establish the limit of work as shown on plan.
- 2. Construct temporary construction exit area as shown on Detail #509.
- 3. Discharges from dewatering of excavations shall not be diverted directly into any wetlands or existing storm drains without pretreatment via settling basins.
- 4. Perform instillation of solar array, fence and necessary utilities and equipment.
- 5. Inspect and maintain Sediment control measures after rainfall events and a minimum of once per week.
- 6. Remove sediment buildup at Sediment control devices as needed. Redistribute material over site in conformance with earthwork specifications.
- 7. Complete finish grading and stabilization of site.
- 8. Remove and regrade temporary berms, swales, check dams, etc. Stabilize disturbed areas.
- 9. Remove erosion control devices upon establishment of permanent ground cover. Stabilize all areas where Erosion control device were removed.

Conclusion

It is our opinion that with the mitigation provided and the strict compliance to the plans and standard procedures that are required, there will be no adverse impacts to any resource areas. We look forward working with the Planning Board during the permitting process to satisfy any concerns that may arise.

USGS Topographic Map

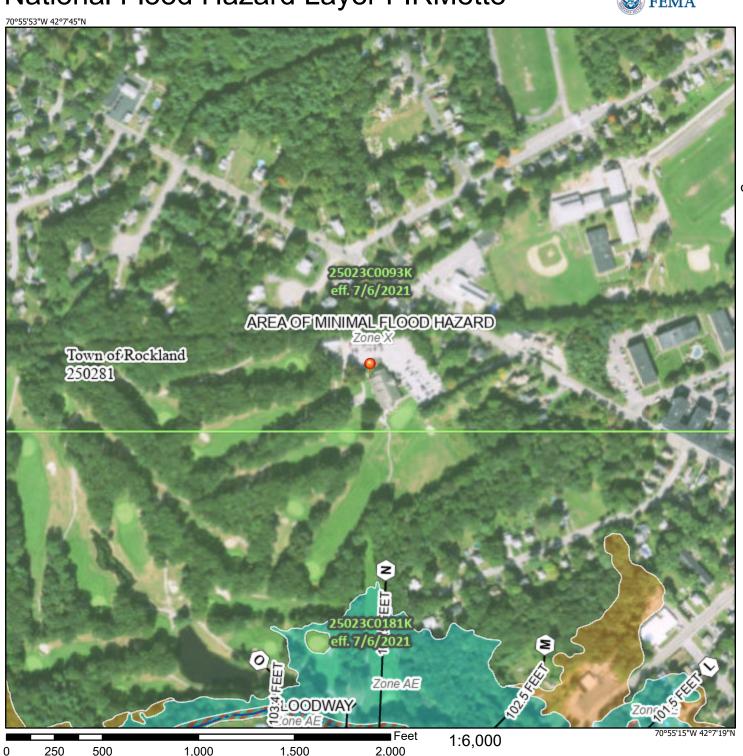


Property Tax Parcels
USGS Topographic Maps

National Flood Hazard Layer FIRMette

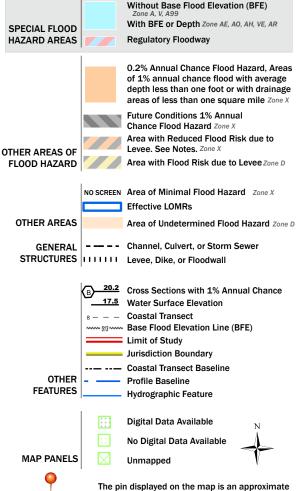


Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

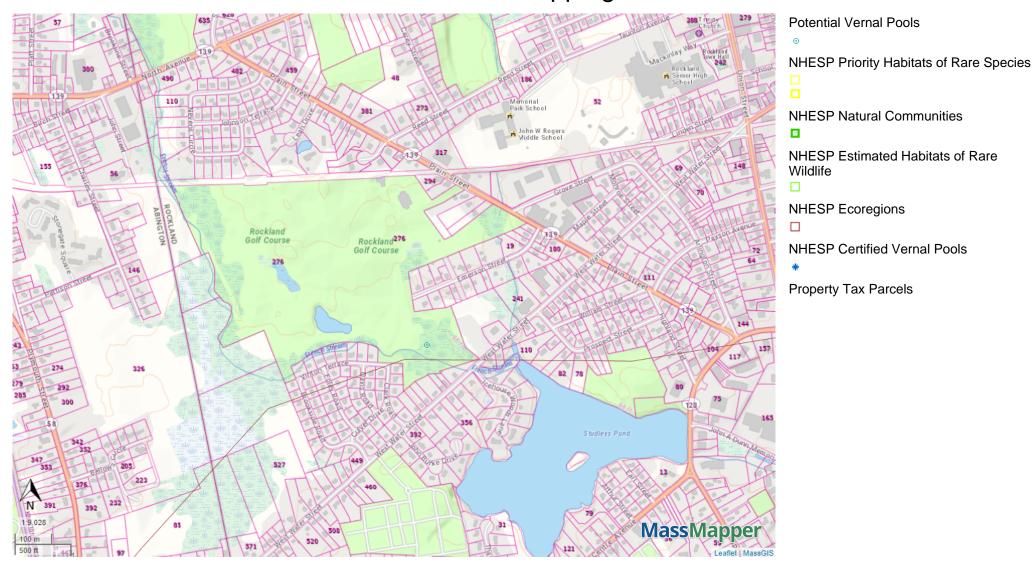
point selected by the user and does not represent

an authoritative property location.

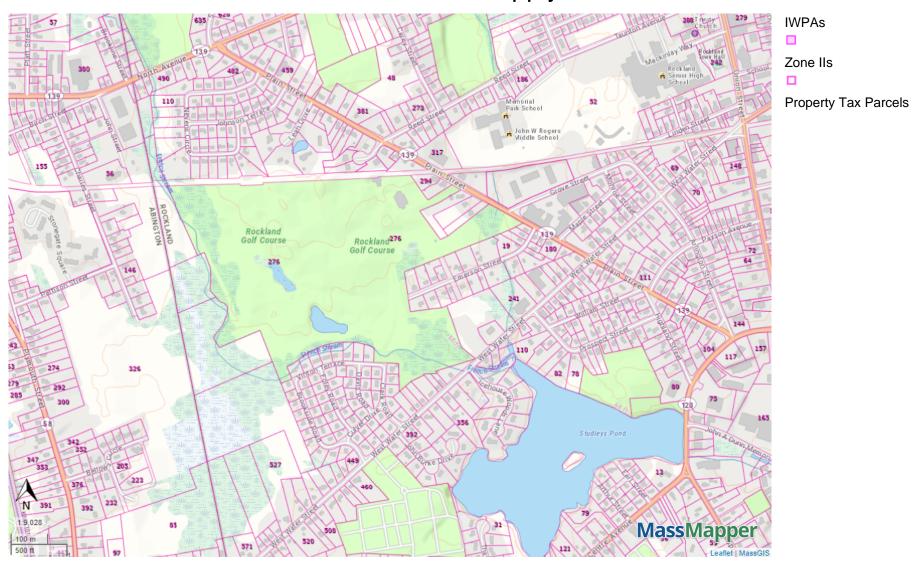
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/3/2022 at 2:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

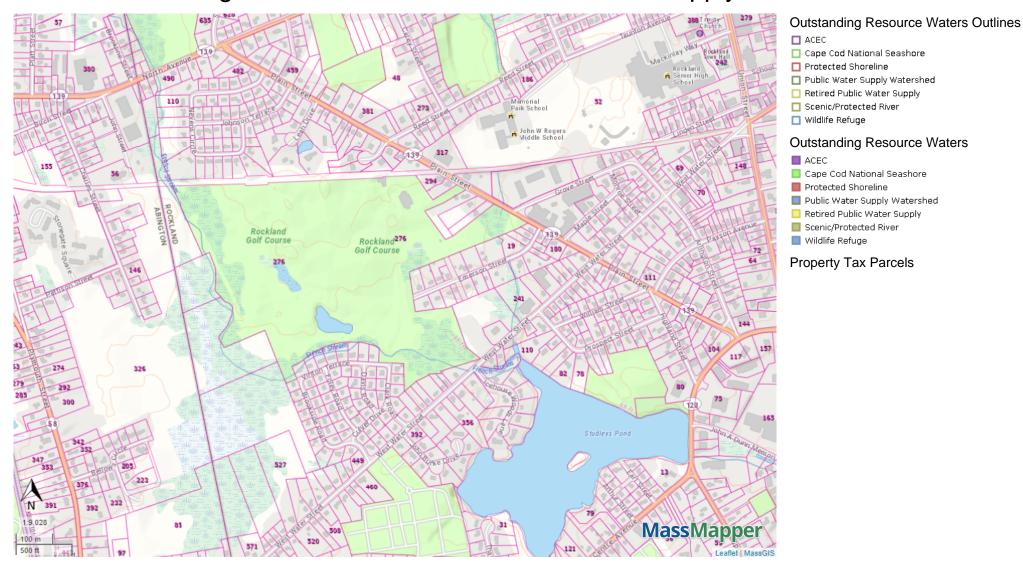
NHESP Mapping



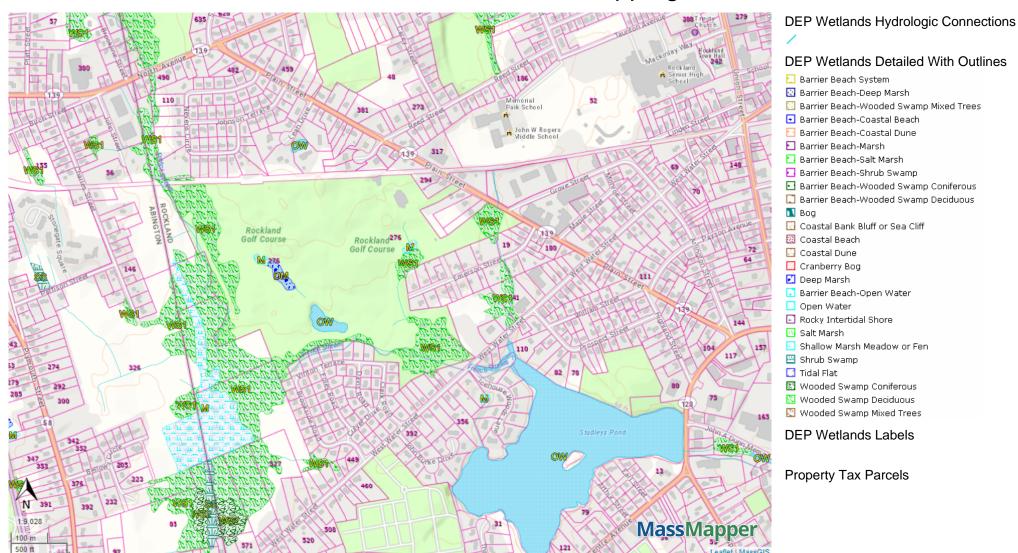
Subsurface Water Supply Protection Areas



Outstanding Resource Waters & Surface Water Supply Protection Areas



MassGIS Wetlands Mapping



APPENDIX A

Phono Solar - Twinplus Module Series Spec Sheet

Phono Solar

TWINPLUS MODULE SERIES

HIGH EFFICIENCY MONO-PERC

435-455W

OUTSTANDING PRODUCT PERFORMANCE

- Competitive high-temperature performance with ameliorated temperature coefficient
- Minimized power loss in cell connection
- Better performance under shading effect
- Decreased nominal operating cell temperature to 43 ± 2°C
- Higher power generation with multi-busbar and half-cut technology

TRUSTWORTHY QUALITY AND RELIABILITY

- Guaranteed 0~+5W positive tolerance secures reliable power output
- 5400Pa maximum snow load, 2400Pa maximum wind load
- Optimized electrical design lowers hot spot risk and operating current

PID RESISTANT

 Industry-leading cell processing technology and electrical design ensure solid PID resistance

MANAGEMENT SYSTEM CERTIFICATES

IEC 61215, IEC 61730

ISO 9001:2015 / Quality management system

ISO 14001:2015 / Standards for environmental management system

OHSAS 18001:2007 / International standards for occupational health & safety

IEC TS 62941: 2016 Terrestrial photovoltaic (PV) modules-guidelines for increased confidence in PV module design qualification and type approval













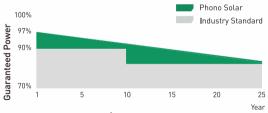












12-year Product Warranty 25-year Linear Performance Warranty







	DC/35M/					ELECTRICAL TYPICAL VALUES						
Model	PS435M4	4-24/TH H-24/TH	PS440M4 PS440M4		PS445M PS445M4		PS450M PS450M4		PS455M4 PS455M4	•		
Testing Condition	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT		
Rated Power (Pmpp)	435	322	440	325	445	329	450	333	455	336		
Rated Current (Impp)	10.66	8.61	10.73	8.67	10.80	8.73	10.87	8.78	10.94	8.84		
Rated Voltage (Vmpp)	40.81	37.33	41.01	37.51	41.21	37.70	41.40	37.87	41.60	38.05		
Short Circuit Current (Isc)	11.13	8.99	11.21	9.06	11.29	9.12	11.38	9.20	11.47	9.27		
Open Circuit Voltage (Voc)	48.85	44.69	48.98	44.81	49.11	44.93	49.24	45.04	49.37	45.16		
Module Efficency (%)	19.8	39	20.	12	20	.35	20.	.58	20.	80		

 $STC (Standard\ Testing\ Conditions) : Irradiance\ 1000W/m^2,\ AM\ 1.5,\ Cell\ Temperature\ 25'C$

NOCT (Nominal Operation Cell Temperature): Irradiance 800W/m², Ambient Temperature 20°C, Spectra at AM1.5, Wind at 1m/S

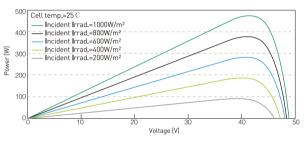
MECHANICAL CHARACTERISTICS				
Cell Type	Monocrystalline 166mm x 83mm			
	Length: 2103mm (82.79 inch)			
Dimension (L× W × H)	Width: 1040mm (40.94 inch) Height: 35mm (1.38 inch)			
Weight	25.0kg (55.12 lbs)			
Front Glass	3.2mm Toughened Glass			
Frame	Anodized Aluminium Alloy			
Cable	4mm² (IEC), Length:350mm (vertical) 1250mm (horizontal) or Customized Length			
Junction Box	IP 68 Rated			

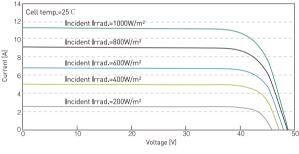
TEMPERATURE RATINGS	
Voltage Temperature Coefficient	-0.30%/'C
Current Temperature Coefficient	+0.05%/'C
Power Temperature Coefficient	-0.38%/'C
Tolerance	0~+5w
NOCT	43±2°C

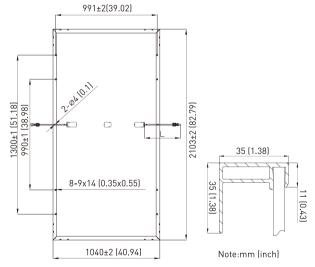
ABSOLUTE MAXIMUM RATING	
Operating Temperature	From -40 to +85'C
Hail Diameter @ 80km/h	Up to 25mm
Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Maximum Series Fuse Rating	20A
PV Module Classification	II
Fire Rating (IEC 61730)	С
Module Fire Performance(UL 61730)	Type 4
Maximum System Voltage	DC 1500V/1000V

PACKING CONFIGURATION		
Container	20' GP	40' HQ
Pieces/Container	255	682

ELECTRICAL CHARACTERISTICS









PHONO SOLAR TECHNOLOGY CO.,LTD reserves the right to make necessary adjustments to the information described herein at any time without further notice. The specifications and certificates contained in this datasheet may deviate slightly from our actual products due to the on-going innovation and product enhancement. Please be sure to use the most recent version of data.

APPENDIX B

Operation & Maintenance Plan by SolBid, Inc.



Solar

Operations & Maintenance Plan





Purpose

Ensure ongoing operations and maintenance (O&M), including repair and replacement (R&R) to maximize system performance and increase the energy delivery of a PV System

System Monitoring

Responsible Party: SolBid, Inc.

Cost:1 year coverage included in purchase from date of Utility provided Permission-to-Operate. Additional coverage may be purchased after this period at the owner's expense.

Job Holder: SolBid, Inc.

Task: Monitor the energy output of the PV system for the life of the system. If any drop in performance is identified, the responsible party is to virtually diagnose the system and notify the PV System Owner.

Recommended Interval: Consistent

System Electrical Inspection

Responsible Party: PV System Owner

Cost: Billable

Job Holder: Electrical Contractor

Task: Inspect the following PV System components:

- Modules, Wiring & Connections
- Junction Boxes & Conduit
- Inverters
- AC Combiner Panel & Disconnect Breakers/Fuses
- Mounting System
- Customer Owned Transformer *(If Present)

Recommended Interval: Annual or Semi-Annual



Warranty RMA Requests

Responsible Party: SolBid, Inc.

Cost:1 year coverage included in purchase from date of Utility provided Permission-to-Operate.

Additional coverage may be purchased after this period at the owner's expense.

Job Holder: SolBid, Inc.

Task: If any equipment failures happen during the manufacturer's warranty period, that are replaceable under the Manufacturer's warranty, the responsible party is to request a Return Merchandise Authorization (RMA) from the manufacturer and to handle the shipping of the replacement component and return of the defective component.

Recommended Interval: As needed

Replacement Component Procurement

Responsible Party: PV System Owner

Cost: Billable

Job Holder: SolBid, Inc.

Task: If any components failures happen that are not replaceable under the Manufacturer's warranty, SolBid will procure a replacement item under the authorization of the PV System owner.

Recommended Interval: As Required

Replacement Component Labor

Responsible Party: PV System Owner

Cost: Billable

Job Holder: Electrical Contractor

Task: Replace and test any replacement components provided that fail. Return any components

to SolBid, Inc that are under an RMA.

Recommended Interval: As Required



PV Array Area Maintenance

Responsible Party: PV System Owner

Cost: Billable

Job Holder: PV System Owner /or/ 3rd Party as hired by PV System Owner

Task: Maintain area around PV Array. Keep free from debris.

Recommended Interval: As Required - Semi-Annual

PV Array Cleaning

Responsible Party: PV System Owner

Cost: Billable

Job Holder: PV System Owner /or/ 3rd Party as hired by PV System Owner

Task: Clean solar panels from the following. *We recommend using a powerful turbo-fan and water from a hose to clean panels. A mild dish detergent can be used as well.

- Heavy Soot/Dust/Industrial pollution accompanied by limited to no Rainfall
- Large Amounts of Pollen accompanied by limited to no Rainfall
- Salt Accumulation in Areas near ocean accompanied by limited to no Rainfall
- Large Bird populations
- Accumulated Snow >18" with continuous below freezing temperatures in forecast

Recommended Interval: As Required

APPENDIX C

Property Deed (Proof of Ownership)

276 Plain Street, Rockland, Plymouth County, Massachusetts

*** Electronic Recording ***

Doc#: 00059217

Bk: 51421 Pg: 242 Page: 1 of 3Recorded: 07/26/2019 03:38 PM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

MASSACHUSETTS EXCISE TAX Plymouth District ROD #11 001 Date: 07/26/2019 03:38 PM

Ctrl# 126604 02003 Doc# Plymouth County Regi

Fee: \$5,928.00 Cons: \$1,300,000.00

OUITCLAIM DEED

THE TRUST FOR PUBLIC LAND, a California public benefit corporation registered to do business within the Commonwealth of Massachusetts with a business address of 6 Beacon Street, Suite 615, Boston, Massachusetts 02108 (together with its successors and/or assigns "Grantor"), for the consideration paid in full of One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00), hereby conveys, with QUITCLAIM COVENANTS, to STERLING GOLF ROCKLAND, LLC, a Massachusetts limited liability corporation having its principal office at 212 Kenrick Street, Newton, Massachusetts 02458, (together with its successors and/or assigns "Grantee"), the land with any buildings or structures thereon more particularly bounded and described on Exhibit A attached hereto and incorporated herein (collectively, the "Property").

The Property is conveyed subject to all rights, easements, reservations and restrictions of record in effect as of the date of this instrument, including but not limited to, the Conservation Restriction dated June 26, 2008 and recorded on June 30, 2008 in Book 36133, Page 128.

For the source of Grantor's title, see deed from HINGHAM LAND, LLC dated and recorded on December 20, 2007 in the Plymouth County Registry of Deeds in Book 35425, Page 66.

[signature on next page]

Bk: 51421 Pg: 243

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and delivered with the intent that it become effective as of this _18 _ day of July, 2019.

THE TRUST FOR PUBLIC LAND, a California public benefit corporation

By:

Kelly **Bol**ing,

Massachusetts State Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

On this \(\frac{1}{\infty} \) day of July, 2019, before me, the undersigned notary public, personally appeared Kelly Boling, provided to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Massachusetts State Director of The Trust for Public Land.

(

BRIAN L. GALLAGHER
NOTARY PUBLIC
Commonwealth of Massachusett
My Commission Expres
October 14, 2022

Brian Gallagher Notary Public

My commission expires: 10 14 22

Bk: 51421 Pg: 244

EXHIBIT A

That certain parcel of land situate in Rockland, County of Plymouth, Commonwealth of Massachusetts, described as follows, subject to all matters noted on Certificate of Title No. 104344 filed with the Plymouth County Land Court:

Being Lot A as determined by the Land Court to be located as shown on sheet 1 of plan #29008A, which is filed with Certificate of Title No. 28700, the same being compiled from a plan drawn by Loring H. Jacobs, Surveyor, dated October 29, 1958, and March 17, 1959, and additional data on file with the Land Registration Office, all as modified and approved by the Court.

There is excepted and excluded from the land the fee in Plain Street, West Water Street and Vinton Te1rnce abutting said lot.

There is excepted and excluded from the land Lot 67 on plan #29008B and Lot 74 on plan #29008E, filed with Certificate of Title No. 28700.

See also Notice of Voluntary Withdrawal of Land from the Registration System, recorded with the Plymouth County Registry of Deeds in Book 35067, Page 192.

APPENDIX D

Exhibit G – Interconnection Service Agreement

Exhibit G – Interconnection Service Agreement

- 1. Parties. This Interconnection Service Agreement ("Agreement"), dated as of 2/8/22 ("Effective Date") is entered into, by and between Massachusetts Electric Company (doing business as National Grid), a Massachusetts corporation with a principal place of business at 40 Sylvan Rd, Waltham, MA 02451 (hereinafter referred to as the "Company"), and Sterling Golf Management, Inc, a Massachusetts corporation with a principal place of business at 212 Kenrick St, Newton, MA 02458 ("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.
- 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 276 Plain St, Rockland, MA 02370, Account Number: 01694-15034 (Facility name, address, and end-use Customer account number, if applicable). 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.
 - **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. The Interconnecting Customer shall also be directly responsible to the Affected System Operator and/or Affected System Owner of any potentially Affected System for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems and any resulting Affected System costs for its requirements, including, without limitation, modifications to the electric power system of the Affected System and operation and maintenance costs; provided, however, the Company may, in its sole discretion, elect to include the additional Affected System study and/or system modification costs known at the time of this Agreement in the Company's costs and payment terms identified in Attachment 3 of this Agreement,

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and the Interconnecting Customer will pay such costs to the Company (and will be responsible for any and all actual costs thereof). Where the Company includes the Affected System costs in this Agreement, the costs will be collected by the Company and passedthrough to the Affected System Operator(s). Interconnecting Customer 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 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 60 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the earlier of the date of first payment or 60 Business Days from the date of the Interconnecting Customer's execution of an Interconnection Service Agreement to pay the remainder of the costs. If the Company fails to sign this Interconnection Service Agreement within 15 Business Days after receipt of the first installment payment by the Interconnecting Customer, this Interconnection Service Agreement shall be deemed accepted by the Company on the 15th Business Day after receipt of the first installment payment. 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, within the Time Frames for payment of such costs under the Interconnection Service Agreement in Section 3.6.2Any such payment plan shall be set forth in Attachment 3. The payment plan may include a payment schedule different than the 60 Business Day payment schedule requirements set forth in this paragraph above, but shall not exceed 180 Business Days.

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 Interconnecting Customer's interconnection application and this Interconnection Service Agreement will be cancelled and its interconnection queue position will be lost. 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 on the Company's EPS 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, ±25%, as identified by the Company in the Impact Study. An Interconnecting Customer that is part of a Group shall be responsible for the System Modification costs authorized in the Group Study Agreement. 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. The foregoing cost adjustment procedures shall only apply to the Company System Modification costs identified in Attachment 3. The Interconnecting Customer shall be responsible for the actual Affected System Operator and/or Affected System Owner costs, including operation and maintenance costs, and any additional Company costs necessitated as a result of the Affected System Operator and/or Affected System Owner requirements not specified as of the date of this Agreement, none of which shall be subject to any cost caps or limitations.

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 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

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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 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.

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

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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 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 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.

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- 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.

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:
 - Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of i) 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;
 - One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of iii) Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate iv) 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 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

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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 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.

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.

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• 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 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:

National Grid Attention: Risk Management 300 Erie Blvd West Syracuse, NY 13202

- 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. The Interconnecting Customer further understands and acknowledges that, consistent with Section 3.4 of the Interconnection Tariff, the Company will coordinate with the Affected System Operator and/or Affected System Owner to facilitate the interconnection of the Facility to the Company's EPS; however the Company does not represent the Affected System Operator and/or Affected System Owner and is not responsible for any action or inaction on the part of the Affected System Operator and/or Affected System Owner are not parties to this Agreement even though the Company may incorporate some Affected System Operator and/or Affected System Owner requirements herein. The Company disclaims any and all responsibility and liability in connection with any ASO Studies and Affected System modifications and the Interconnecting Customer hereby waives recourse against and releases the Company, its directors, officers, employees and agents from any and all losses, penalties, claims, demands, fees, damages or other liabilities arising from or attributable to, either directly or indirectly, such ASO Studies and/or Affected System modifications.
- **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 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
 - 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

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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.

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: National Grid

Attn: Distributed Generation - Customer Energy Integration

40 Sylvan Rd

Waltham, MA 02451

E-mail: Distributed.Generation@nationalgrid.com

Fax: N/A

If to Interconnecting Customer: Sterling Golf Management, Inc

Attn: **Kevin Osgood 212 Kenrick St,** Newton, MA 02458

E-mail: **kosgood@sterlinggolf.com**

Phone: 617-930-8650

Fax: N/A

- **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."
 - i) Interconnecting Customer fails to pay amounts due for System Modifications in accordance with the Time Frames set out in Section 5 of this Agreement and Section 3.6.2 of the Tariff;
 - ii) 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, except as noted in Section 18.1(i), above 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
 - iii) 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:

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- 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 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.

Interconnecting Customer:		Company:	
Sterling Golf Management, Inc		Massachusetts Electric Company, d/b/a National Grid	
By:	Kevin Osgood	By:	Eric Mungert
Name:	Kevin Osgood	Name:	Eric Munzert
Title:	President	Title:	Sr Consultant
Date:	01 / 31 / 2022	Date:	2/8/22

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Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

Reference to Interconnecting Customer's Case Number 392758. Interconnecting Customer has proposed a Facility located at 276 Plain St, Rockland, MA 02370, consisting of a **100** kW / **100** kVA AC photovoltaic system. The proposed Facility is a behind the meter installation. The Facility will interconnect to the Company EPS via the 13.8 kV distribution feeder 99W61, pole 22-32 on Plain St out of the North Abington Substation. It is the Interconnecting Customer's responsibility to ensure that its proposed Facility design and configuration (including, without limitation, metering) meets all Company, state, federal, and local requirements, including without limitation, with respect to any programs or services in which the Interconnecting Customer (or Customer) intends to participate.

a. Description of Interconnecting Customer's proposed design/configuration:

- Two (2) customer-owned [SolarEdge SE50KUS] inverters [3 Phase, 120/208 VAC, 50 kW/kVA] with a max total output of 100 kW/kVA for generation
- Two (2) customer-owned 120/208V, 400 A rated gang operated disconnect switches, lockable and visible when open, accessible to Company personnel 24/7.

It is the Interconnecting Customer's responsibility to, at its sole cost, install and maintain all customer-owned cable, conduit, equipment, and related appurtenances for the Facility from the Interconnecting Customer's side of the PCC.

b. **Metering**: Interconnecting Customer is proposing to install the Facility behind the Company's new120/208V secondary revenue meter. Please refer to Electric Service Bulletin ("ESB") 750 Section 7.0 and ESB 756 Section 3.0 and Appendix C for service installation and meter installation detail.

Point of Common Coupling (PCC): The PCC will be designated as the customer cable connection at the secondary side of the Company owned 150 kVA pole-mounted transformer at pole 22-32 on Plain St. The Interconnecting Customer must provide sufficient conductor to allow for final connections and shall ensure that there is sufficient space on the secondary side of the transformer and in the conduit for the final connection. The final connections will be made in accordance with Company ESB specifications.

The Company's design personnel will specify the installation details and location of Company owned equipment and facilities to be located on or about the property where the Facility is sited. The Interconnecting Customer shall, at its sole cost, provide the Company with 24/7 unencumbered direct access to the Company's equipment and facilities along an accessible plowed driveway or road (maintained free and clear of all snow, vegetation, and any other obstructions) satisfactory to the Company in its sole discretion. Unless otherwise approved or required by the Company in its sole discretion, the Company owned equipment and facilities shall not be placed behind the Interconnecting Customer's locked gate. If the Company approves or requires the location of its equipment or facilities behind a locked gate, the gate must be double locking with both the Company's and Interconnecting Customer's locks employed.

The Interconnecting Customer shall submit surveyed plans and detailed drawings of any planned Facility construction (and related work) within any Company (or Company's transmission affiliate) right of way (R.O.W.), showing elevation grades of all phases of construction within the R.O.W, to the Company's R.O.W. Real-Estate group and Engineering and Construction group (if applicable) for review and comment ("R.O.W. Review"). The Interconnecting Customer is not authorized to begin any work within any R.O.W unless and until such plans are approved in the Company's sole discretion. There may be delays, additional costs, and other requirements associated with the R.O.W. Review including, without limitation, required oversight of construction in, or adjacent to, the R.O.W., and modifications to Company owned facilities as a result of the Interconnecting Customer's proposed Facility construction (and related work). These costs and requirements are in addition to, and not included in the scope of, this Agreement.

Attachment 2: Description of System Modifications

The Company's estimated scope of System Modifications required for the interconnection of Facility are as follows:

On or near Facility site:

- Replace existing secondary meter with wireless bi-directional meter.
- Install one (1) new wireless secondary meter and metering equipment.

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It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required by the Company for the Company's System Modifications on any Interconnecting Customer-owned property or any thirdparty owned property (collectively "Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approvals, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals in accordance with this provision. Sections 6.4 and 15 of this Agreement, and the Company's applicable tariffs, including, without limitation, the Interconnection Tariff and the Company's Terms and Conditions for Distribution Service, as amended from time to time.

Attachment 3: Costs of System Modifications and Payment Terms

At present, the estimated costs for the System Modifications detailed in Attachment 2 for this Facility ("Facility System Modification Costs") are \$4,266 which is itemized as:

- Cost of Facility specific system modifications on or near the Facility site as mentioned in Attachment 2 above is \$3,663 (includes capital, removal, and O&M costs).
- Tax gross-up adder: \$603 (A 2022 tax rate of 16.47% is expected to apply to contributions in aid of construction ("CIAC") payments received by Massachusetts Electric Company from the Interconnecting Customer. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this Agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.)

The Facility System Modification Costs were developed by the Company with a general understanding of the project and based upon information provided by the Interconnecting Customer in writing and/or collected in the field. The cost estimates were prepared using historical cost data, data from similar projects, and other assumptions, and while they are presumed valid for 60 business days from the date of the Impact Study, the Company reserves the right to adjust the estimated costs as authorized under this Agreement, the Interconnection Tariff, or by law and to require the Interconnecting Customer to pay any such additional costs.

The estimated System Modification costs above, without limitation, do not include any costs for Third Party Rights and Approvals (as defined in Attachment 2) or any other third-party costs including, but not limited to, poles set or removed by other companies, telecommunications, costs incurred by municipalities, and the installation, transfer, removal, or replacement of pole mounted equipment owned by other entities. These costs, to the extent applicable, are in addition to the estimated System Modification costs above and must be paid directly by the Interconnecting Customer to the appropriate third party.

This Agreement does not cover any charges that may be incurred under the Company's electric service tariffs, and any other regulations and laws governing the provision of electric services.

Payment Terms: The Interconnecting Customer shall pay the Facility System Modification Costs in accordance with the schedule below. Nothing herein shall prevent the Interconnecting Customer from making any payment, or the full payment, due to the Company earlier than the dates provided. Funds received may be immediately expended or committed as determined by the Company in its sole discretion.

- The full payment of 100% of the estimated cost (\$4,266) is due within 60 business days from the Interconnecting Customer's execution of this Agreement ("Initial 60 Day Due Date"). Upon receipt of the first payment, the Company will initiate the detailed design.
- The Company is not required to begin construction until all payments are processed.

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Attachment 4: Special Operating Requirements

- 1. Interconnecting Customer shall adhere to the Interconnection Tariff and the Company's Electric System Bulletins, standards and policies, as the same may be amended from time to time, including, without limitation, the following standards which are incorporated in their entirety by reference:
 - a. Electric System Bulletin 750 "Specifications for Electrical Installations", available at: http://www.nationalgridus.com/non html/shared constr esb750.pdf
 - b. Electric System Bulletin 756 "Requirements for Parallel Generation Connected to a National Grid-Owned EPS", ESB756, available at: www.nationalgridus.com/non html/shared constr esb756.pdf
- 2. Interconnecting Customer shall adhere to the requirements identified in the Screening Memo dated 1/5/22. If any study requirements are in direct conflict with a requirement set forth in this Agreement, this Agreement shall control provided, however, that the Interconnecting Customer shall not be relieved of its obligations under any requirement until it has notified the Company of such conflict and the Company has made a written determination that a conflict exists (a more stringent requirement shall not constitute a conflict unless otherwise determined by the Company).
- 3. The Interconnecting Customer is not authorized to make any changes or modifications to the Facility, and must provide prior written notice to the Company of any proposed changes which will be subject to the Company's review and processed in accordance with the Interconnection Tariff.
- 4. Interconnecting Customer may not be allowed to operate with the local EPS in an abnormal state. The Company may disconnect the Facility to maintain the safe and reliable operation of the EPS including, without limitation, when abnormal system conditions develop, circuit reconfiguration takes place on the EPS, and/or as otherwise permitted by tariff or law.
- 5. Interconnecting Customer may only generate onto the feeder referenced in <u>Attachment 1</u>, unless otherwise required by the Company in its sole discretion. For systems with redundant relaying, National Grid's Regional Control Center must first give permission, in its sole discretion, to the Interconnecting Customer to allow the operation of their system.
- 6. Per section 6.4 of this Agreement, Interconnecting Customer shall provide an external AC UTILITY DISCONNECT, accessible at all times by Company personnel. Interconnecting Customer's AC UTILITY DISCONNECT switch shall be labeled "AC UTILITY DISCONNECT". If the AC UTILITY DISCONNECT switch is not adjacent to the meter and/or PCC, Interconnecting Customer shall provide a permanent plaque locating the switch.
- 7. The AC UTILITY DISCONNECT shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.
- 8. All customer-owned meters shall be labeled "CUSTOMER-OWNED METER"
- 9. All plaques as described in NEC 705.10, 705.12 (7), 690.56, 692.4 and 705.70 shall be installed, as applicable.
- 10. Interconnecting Customer shall be responsible for providing necessary easements, environmental and/or municipal permits/approvals, as requested by Company.
- 11. For systems greater than 60kW, Interconnecting Customer shall provide a means of communication to the Company's revenue meter that shall be maintained in good working order at all times. This may be accomplished with an analog/POTS (Plain Old Telephone Service) phone line (capable of direct inward dial without human intervention or interference from other devices such as fax machines, etc.) or, in locations with suitable wireless service, a wireless meter. Feasibility of wireless service must be demonstrated by Interconnecting Customer, to the satisfaction of the Company. Additional charges may be applicable under the Company's electric service tariffs related to the communications and data requirements.

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- 12. Interconnecting Customer shall provide Compliance Documentation as requested by, and to the satisfaction of, the Company.
- 13. A Witness Test will be required at the Company's sole discretion and in accordance with the Interconnection Tariff. If a Witness Test is required the Interconnecting Customer shall develop, in form and substance satisfactory to the Company, a functional test procedure, including but not limited to settings for relaying scheme. Witness Test plan must be approved by Company prior to scheduling Company personnel for witness test.
- 14. Interconnecting Customer's protection scheme submitted for review must meet the Company's specific protection requirements. Interconnecting Customer shall submit a PE stamped one-line, including relay settings, that meets the requirements specified within this document to the Company for review and approval before a Witness Test plan can be reviewed. Please refer to the completion documentation checklist available on the Company's website for additional required documentation.
- 15. The Facility shall not contribute to greater than a 3.0% change in voltage on the Company EPS under any conditions.
- 16. For photovoltaic (PV) inverter(s), in order to minimize the impact on the EPS and area customers, Interconnecting Customer shall maintain a power factor unity at the PCC.
- 17. UL1741-SA certified equipment is required for interconnection.

Attachment 5: Agreement between the Company and the Company's Retail Customer

If the Interconnecting Customer is not the Company's retail Customer (account holder), then the Interconnecting Customer must obtain and deliver a fully executed Exhibit H (Agreement Between the Company and the Company's Retail Customer) with this Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the retail Customer associated with Facility changes and to provide an updated executed Exhibit H if the Interconnecting Customer is not the retail Customer. If not applicable at the time of the Agreement but applicable anytime thereafter, Interconnecting Customer shall obtain and deliver to the Company an Exhibit H. Exhibit H, when executed, shall be incorporated by reference and shall be considered an attachment to this Agreement.

Attachment 6: Landowner Consent Agreement

If neither the Interconnecting Customer nor the Customer is the Landowner, then the Interconnecting Customer must obtain and deliver a fully executed Landowner Consent Agreement ("Exhibit I") with this Agreement. The Interconnecting Customer shall provide any title documentation requested by the Company. Exhibit I is in addition to any other System Modification Required Approvals required by the Company in accordance with this Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the Landowner associated with Facility changes, and to provide an updated Exhibit I if applicable. If not applicable at the time of the Agreement but applicable anytime thereafter, Interconnecting Customer shall obtain and deliver to the Company an Exhibit I, when executed, shall be incorporated by reference and shall be considered an attachment to this Agreement.

Attachment 7 – Appendix A: System Modifications Construction Schedule

There are no system modifications to the Company's EPS identified or required by the Company for the Facility at this time.

Timelines for compliance documentation review are reliant upon receipt of documentation that is accurate and complete. Meter procurement requires 10 to 12 week lead time and will commence after the Interconnecting Customer provides an acceptable wireless signal test or dedicated phone line. If assets require registration with ISO-NE, registration shall be completed prior to Authorization to Interconnect.

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