

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

Temporary Disconnection

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.

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.

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.

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.

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.

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.

Permanent Disconnection.

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

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

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

11. Insurance Requirements.

General Liability.

11.1 a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- i) Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
- ii) Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
- iii) One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
- iv) Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).

11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

11.1 c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

11.1 d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

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

11.1 f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims

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

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

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

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.

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.

Self Insurance.

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

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

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

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

Eversource

Attention: **Melanie Khederian**

Phone: **781-441-8236**

DG Account Executive

Melanie.Khederian@eversource.com

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

14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
16. Force Majeure. For purposes of this Agreement, “Force Majeure Event” means any event:
- a) that is beyond the reasonable control of the affected Party; and
 - b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

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

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

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

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

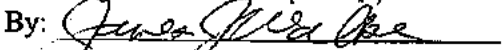

24. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

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
Ashland Howe St Solar LLC By AMERESCO, Inc., its sole member	
By: <u></u>	By: <u></u>
Name: <u>JAMES J. WALKER</u>	Name: <u>Melanie Khederian</u>
Title: <u>Vice President - Solar PV</u>	Title: <u>Account Executive</u>
Date: <u>8/17/2015</u>	Date: <u>8/18/15</u>

The following attachments will be included as appropriate for each specific Interconnection Service Agreement:

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

Attachment 2: Description of System Modifications

Attachment 3: Costs of System Modifications and Payment Terms

Attachment 4: Special Operating Requirements

Attachment 1

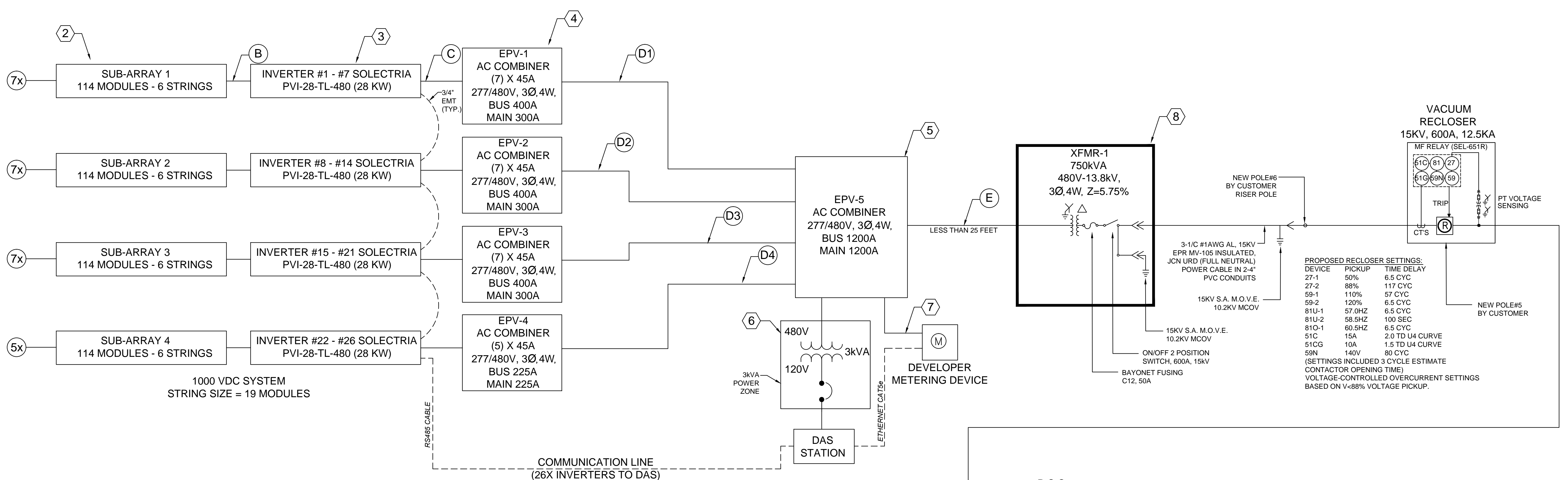
Description of facility and Point of Common Coupling (One Line)

Table with 24 columns: ITEM, MODULE, DESCRIPTION, ID, QUANTITY, VOLTAGE (V), CURRENT (A), POWER (W), CODE REQUIRED, CONDUCTOR (OR AWG), WIRE AMPACITY (A), OPERATED WIRE AMPACITY (A), ROUNDED WIRE SIZE PER NEC 310.15(B)(16), WIRE TYPE, PV WIRE, PV WIRE SIZE, W-LOSS%, TEMP. MAX, CONDUIT **, DC SCHEDULE. Rows include source circuits for inverters 1 through 26.

Table with 24 columns: ITEM, DESCRIPTION, ID, QUANTITY, VOLTAGE (V), CURRENT (A), POWER (W), CODE REQUIRED, CONDUCTOR (OR AWG), WIRE AMPACITY (A), OPERATED WIRE AMPACITY (A), ROUNDED WIRE SIZE PER NEC 310.15(B)(16), WIRE TYPE, PV WIRE, PV WIRE SIZE, W-LOSS%, TEMP. MAX, CONDUIT **, AC SCHEDULE. Rows include inverters 1 through 26 and AC combiners.

SCALE: AS NOTED
DRAWN BY: AMT
CHECKED BY: LFA
DATE: 04/13/15
REVISIONS: 05/07/15 by AMT

- ALL DC WIRE SIZES ARE TO BE USED FOR BOTH POSITIVE AND NEGATIVE CONDUCTORS FOR THE ASSOCIATED EQUIPMENT
- THIS INSTALLATION INCLUDES A TOTAL OF 156 STRINGS OF 19 MODULES
- ALL AC WIRES LISTED ARE PER PHASE PLUS A GROUND SIZED NEUTRAL



PROPOSED RECLOSER SETTINGS:

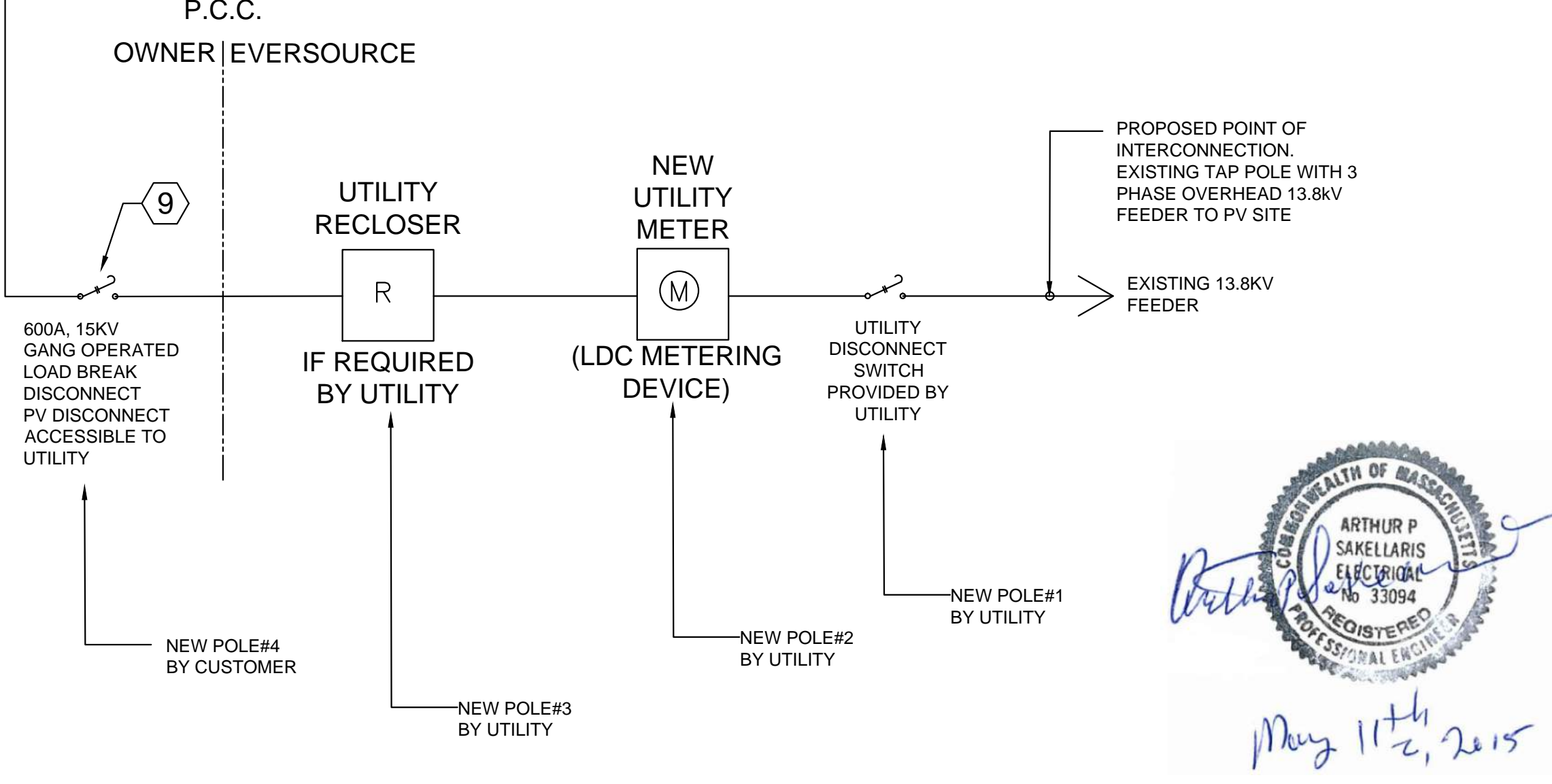
DEVICE	PICKUP	TIME DELAY
27-1	50%	6.5 CYC
27-2	68%	117 CYC
59-1	110%	57 CYC
59-2	120%	6.5 CYC
81U-1	57.0HZ	6.5 CYC
81U-2	58.5HZ	100 SEC
81O-1	60.5HZ	6.5 CYC
51C	15A	2.0 TD U4 CURVE
51CG	10A	1.5 TD U4 CURVE
59N	140V	90 CYC

(SETTINGS INCLUDED 3 CYCLE ESTIMATE CONTRACTOR OPENING TIME) VOLTAGE-CONTROLLED OVERCURRENT SETTINGS BASED ON V-88% VOLTAGE PICKUP.

- KEYED NOTES:
- THE MODULE FRAME SHALL BE BONDED TO THE SOLAR FLEX RACKING SYSTEM THROUGH THE USE OF SMART BONDING CLIPS SUPPLIED BY SOLAR FLEX RACKING. INSTALLATION MANUALS AND INSTRUCTIONS SHALL BE FOLLOWED. THE RESULTING ASSEMBLY IS APPROVED TO ETL AND UL STANDARDS UL2703 AND UL1703.
 - POLY-72 SOLAR 305 W MODULES, 19 MODULES WIRING IN SERIES. EACH MODULE INCLUDES QUICK CONNECT MC PLUG TYPE IV AND OUTDOOR RATED #12 AWG LAPP CABLE. DO NOT REMOVE THE CONNECTORS.
 - INV- SOLECTRIA RENEWABLE ENERGY (28) PVI 28kW, 480V INVERTERS, UL1741 LISTED, IEEE519 AND IEEE929 COMPLIANT. EACH INVERTER IS PACKAGED IN A SINGLE NEMA 3R RATED ENCLOSURE WITH BOTH AC AND DC DISCONNECT.
 - EPV- (1-4) - AC COMBINER PANEL WITH BACK FEED RATED BREAKERS, NEMA 3R ENCLOSURE, UL LISTED, BUS RATED AT 400A, 3 PHASE, 4W, MAIN LUG ONLY.
 - EPV- (5) - PAD MOUNTED AC COMBINER PANEL WITH BACK FEED RATED BREAKERS, NEMA 3R ENCLOSURE, UL LISTED, BUS RATED AT 1200A, MAIN RATED PER DRAWING, 3 PHASE, 4W, MAIN LUG ONLY.
 - TRANSFORMER, 480:240/120 1PH, IMP 4-6%, 115C RISE, 3KVA, 10KV BIL, NEMA 3R. (1) #8 AWG GROUNDING ELECTRODE CONDUCTOR.
 - CONTRACTOR SHALL INSTALL VOLTAGE SENSING CONDUCTORS AND CTS BETWEEN METER AND EPV-5.
 - TRANSFORMER- (1) - PAD MOUNTED 750kVA, 480V/13.8kV, 3 PHASE, 4W, LOCATED NEXT TO THE AC COMBINER PANEL.
 - UTILITY MAIN ELECTRICAL LOAD BREAK SWITCH, GANG OPERATED, BLADE TYPE SWITCH, UTILITY LOCKABLE WITH 24 HOUR/7 DAY UNLIMITED ACCESS AND CONTROL BY EVERSOURCE. DISCONNECT SHALL COMPLY WITH ESB 756 C 5.6 AND SHALL BE CONSIDERED OWNED BY UTILITY.

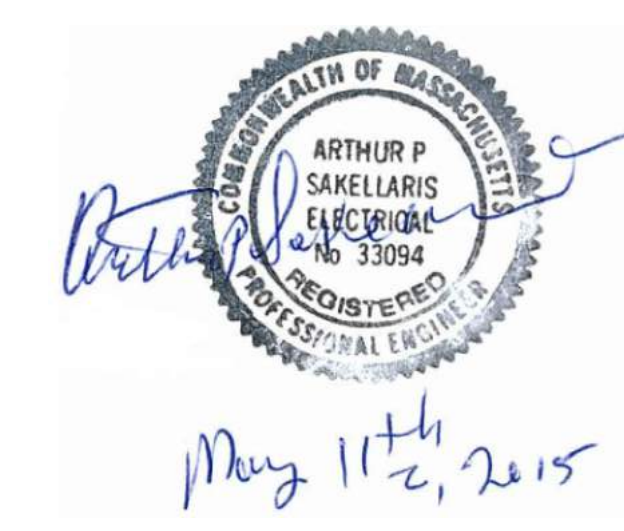
- CONDUITS NOTES:
- ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF ANSI, NEMA, UL, NEPA-70, WITH REGARDS TO MATERIAL, DESIGN, AND CONSTRUCTION.
 - THIS DRAWING IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, DEVICES, MATERIALS AND EQUIPMENT, PRIOR TO THE START OF WORK.
 - CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE ENGINEER. TRENCHES SHALL BE INSPECTED PRIOR BACKFILLING.
 - LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.
 - CONTRACTOR TO LOCATE ALL ELECTRICAL EQUIPMENT AS DIRECTED BY OWNER, ARCHITECT AND ENGINEER.

SYSTEM ONE LINE DIAGRAM
SCALE: NOT TO SCALE



TOWN OF ASHLAND
HOWE ST. LANDFILL
ASHLAND, MA 01721
ASHLAND LANDFILL
904.02 kWp DC STC PV ARRAY INSTALLATION
OVERALL SYSTEM ONE LINE DIAGRAM

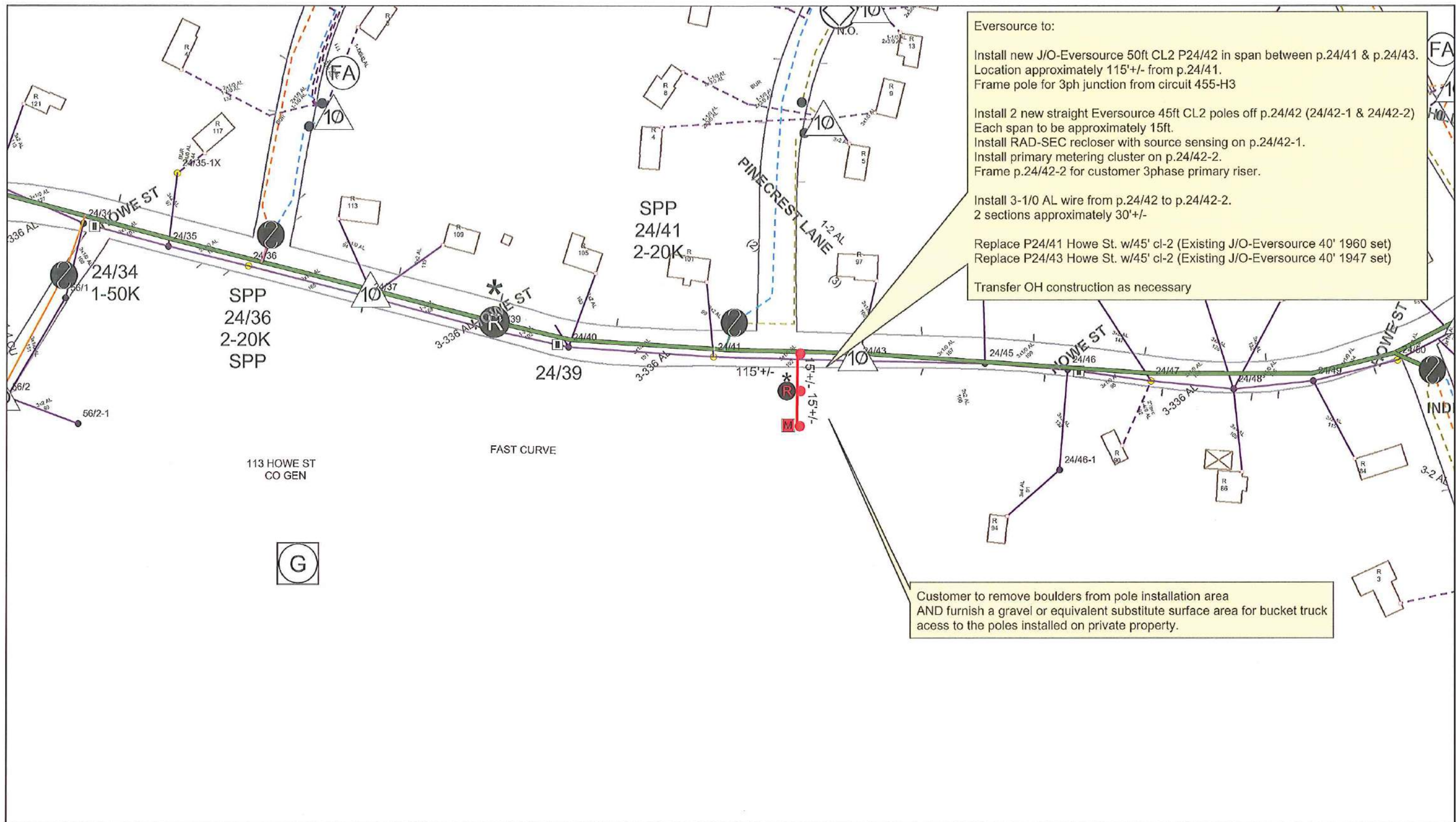
111 Speen Street, Suite 410
Framingham, Massachusetts 01701
(508) 661-2200



Attachment 2

Description of System Modifications

Refer to the following Engineering Design Sketches which explain in detail the Eversource Responsible work required and the Customer Responsible work required.



Eversource to:

Install new J/O-Eversource 50ft CL2 P24/42 in span between p.24/41 & p.24/43.
 Location approximately 115'+/- from p.24/41.
 Frame pole for 3ph junction from circuit 455-H3

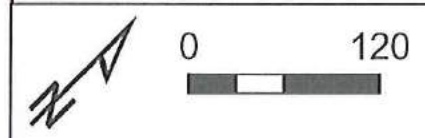
Install 2 new straight Eversource 45ft CL2 poles off p.24/42 (24/42-1 & 24/42-2)
 Each span to be approximately 15ft.
 Install RAD-SEC recloser with source sensing on p.24/42-1.
 Install primary metering cluster on p.24/42-2.
 Frame p.24/42-2 for customer 3phase primary riser.

Install 3-1/0 AL wire from p.24/42 to p.24/42-2.
 2 sections approximately 30'+/-

Replace P24/41 Howe St. w/45' cl-2 (Existing J/O-Eversource 40' 1960 set)
 Replace P24/43 Howe St. w/45' cl-2 (Existing J/O-Eversource 40' 1947 set)

Transfer OH construction as necessary

Customer to remove boulders from pole installation area
 AND furnish a gravel or equivalent substitute surface area for bucket truck
 access to the poles installed on private property.



W.O.#2071039
 Howe St Ashland
 Circuit: 455-H3
 728kW PV DG

System Engineering
 Philip Bartlett
 June 24, 2015

Attachment 3

Cost of System Modifications and Payment Terms

The **Eversource** cost summary is shown below:

- **Project Cost / Fees:**

Project Work Order Number 2071039. `

The enclosed cost of \$68,119 (+/- 10%) must be paid in full to move the project forward.

Eversource's and the Applicant will mutually agree upon a construction schedule which will take be required to consider inclement weather and customer outages for completion. This will be established upon the **Eversource** construction final design. Note: For customers with multiple projects, **Eversource** will require a priority listing of those projects and timeframe for completion to sufficiently order materials and to determine the projected construction schedule.

The following check off items will be required, prior to commencement of system modifications and construction:

- Payment in full prior to beginning of any construction work by **Eversource**
- Approved final electrical wiring inspection
- Approved final customer relay/protection settings
- Signed easement and/or rights documents, if applicable
- Verizon (pole set) areas or towns must be completed prior to **Eversource** modifications
- Signed agreements to operate within **Eversource** Right-of-Ways, if applicable
- Other documents as required

Your Witness Test for Final Commissioning can then take place once you have completed the check-off steps as part of the Interconnection Agreement and that the solar array is connected (energized) to Eversource's distribution system.

Please mail your payment, made payable to **Eversource** as shown below. Please reference the **Eversource** Electric Work Order #2071039 on the check. This cost is valid for Ninety (90) calendar days from the date of this letter. Note: the customer is responsible for all costs on private property.

Eversource
One NSTAR Way, SW 3069
Westwood, MA 02090-9230
ATTN: Melanie Khederian

Attachment 4

Special Operating Requirements

General Clause:

The Customer acknowledges and agrees to certain operating constraints required by the Company so that its Facility does not adversely affect the Company's electric power system or the quality of power delivered by it.

General Off-unity power factor operation (for facilities of 500kW or greater):

The Customer's Facility must be capable of operating at power factors within +/-0.95, and the Customer must adjust the Facility's control parameters to output at power factors within that range at the request of the Company in order to mitigate voltage deviations or other power quality phenomenon on the circuits that interconnect the Facility. Any such requests will be issued to the Customer in writing. The Company may consult with the Customer in order to determine a control methodology that will provide adequate mitigation that is consistent with the control capabilities of the Facility and are of least impact to the Customer; however, the requirements will ultimately be determined at the sole discretion of the Company. Should the Company determine that the Customer is operating its Facility contrary to this requirement; the Company will disconnect the Facility and will not allow re-connection until the Company is satisfied that the customer has implemented appropriate changes to its controls and/or settings to achieve the required performance.

Inverters must have adjustable power factor. The Company has the right to go back and request off unity output from the DG interconnection.

Appendix I – Proof of Use / Control of the Site

Exhibit D

FORM OF LICENSE AGREEMENT

LICENSE AGREEMENT

This License Agreement is dated _____ and is entered into by and between the TOWN OF ASHLAND, a municipal corporation with an address of , 101 Main Street, Ashland, MA ("Licensor") and ASHLAND HOWE ST. SOLAR LLC, a Delaware limited liability company with an address of c/o Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, MA 01701 ("Developer").

RECITALS

WHEREAS, Licensor and Developer are parties to the Solar Power Net Metering Purchase Agreement ("Agreement"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same definition as set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE FOR USE of the PREMISES

(a) Licensor hereby grants to Developer, its employees, contractors, lenders and invitees, and Designated Third Parties the right and license (the "License"), for a rental amount which was taken into consideration as part of the Electricity Price as more fully set forth in that certain Power Purchase Agreement to which this License is attached, in, to and over those portions of the Properties necessary or useful for the installation, maintenance, operation, removal, inspection, and repair of the Facilities (such portions, the "Premises") together with the non-exclusive access rights for ingress and egress over the Properties to the Premises. The License granted shall be irrevocable until expiration or sooner termination of the Agreement. The foregoing shall not preclude Licensor from exercising any of its rights or remedies set forth herein. An initial depiction, plan or map of the Premises is attached hereto as Attachment 1. Licensor's execution of this License Agreement will signify Licensor's approval of Attachment 1.

(b) The License granted herein includes the right to sufficient space at the Properties for the installation and maintenance of utility lines, wires, cables, conduits and pipes and utilities necessary for the construction, use, repair and maintenance of the Facilities and the interconnection of the Facilities to the LDC Facilities.

(c) Licensor hereby grants to Developer the use of water supply available at the Property for maintenance and operation of the System and maintenance of the Premises.

(d) During the Term, Licensor shall not grant any license or other interest in and to the Properties that would interfere with the License or other rights granted to Developer hereunder. Licensor shall not cause shading or permit any obstruction or interference with insolation to the Facility.

(e) Developer shall have access at all times to the Property, 24 hours per day, 7 days per week.

(c) Construction Costs. The Developer will pay all costs and expenses for the design, construction, maintenance and operation of the Facilities, including utility connections to the extent set forth in the Agreement. The Developer shall perform all construction, maintenance and operations activities on or at the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials. Installation and configuration of monitors or displays showing the production data of the Facilities shall be provided as part of the project, however, Licensor acknowledges that the cost of the internet connection and any CAT 5 connections for the required display are outside the scope of the Project and shall be paid for by Licensor at Licensor's sole cost and expense.

(d) Removal. The Developer shall be responsible for removal of all portions of the Facilities in accordance with the Agreement and this License Agreement. Specifically, Developer shall, within one hundred twenty (120) days following the expiration of the Term and at Developer's sole cost and expense, remove the Facilities from the Properties and restore the Properties to their original respective conditions, normal wear and tear excluded. To secure the Developer's obligations hereunder the Developer shall provide to the Licensor, a removal bond in accordance with the PPA. Any failure or revocation of the bond shall be treated as a default hereunder.

(e) Licensor hereby waives any statutory or common law lien or rights of distraint that it might otherwise have in or to the Facilities or any portion thereof.

(f) Security Interests in System. Licensor acknowledges and agrees that Developer may grant or cause to be granted to a lender a security interest in the Facilities and in Developer's rights to payment under the Agreement, and Licensor expressly disclaims and waives any rights in the Facilities at law or in equity pursuant to this License Agreement.

(g) Title to the System. Licensor covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of Developer's ownership of the Facilities and the legal status or classification of the Facilities as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the Facilities as a fixture, Licensor shall provide, at Developer's request, a disclaimer or release from such lien holder. The Parties intend that Developer shall be the legal and/or beneficial owner of the Facilities which shall at all times retain the legal status of personal property as defined in Article 9 of the Uniform Commercial Code. The Facilities will not attach to or be deemed a part of, or a fixture to, the Properties, notwithstanding the manner in which the Facilities are or may be affixed to real property of Licensor. Licensor shall not directly or indirectly permit, create, incur, assume or suffer to exist any Lien attributable to Licensor on the Facility, and if there shall nonetheless be such a Lien, Licensor hereby agrees that it shall, at its expense, cause the same to be duly discharged and removed within thirty days of notice of such Lien.

(h) An authorized representative of Developer shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, during the License Term (as hereinafter defined).

3. TERM.

(a) Licensor will not grant, after the date of this License Agreement, a license or any other right to any third party for use of the Properties or Premises, if such use may in any way adversely affect or interfere with Developer's use of the Facilities or insolation to the Facilities. Nothing contained herein will restrict Developer nor its successors and assigns from installing and modifying its equipment.

(b) Licensor will not use, nor will Licensor permit its employees, developers, licensees, invitees or agents to use, any portion of the Properties or Premises in any way which interferes with the operations of Developer, the operation of the Facilities, or the rights of Developer under this License Agreement or insolation to the Facilities. Licensor will cause such interference to cease upon not more than forty-eight (48) hour notice from Developer.

(c) In the event (i) any such interference does not cease within the aforementioned cure period, or (ii) Licensor breaches its obligation under Section 8(a) which breach is not remedied within three Business Days after notice from Developer, or (iii) Licensor or Licensor's invitees, employees or contractors cause an outage of the Facilities which is not remedied within three Business Days after receipt of notice from Developer, then in each case the Parties acknowledge that Developer will suffer irreparable injury, and therefore, Licensor shall pay Developer for Electricity which Developer can demonstrate would have been produced. In addition, Licensor shall pay Developer for lost revenue for Environmental Attributes which Developer can demonstrate it would have received for such lost Electricity production. Licensor shall make such payment within thirty days after receipt of invoice and reasonable back-up documentation. In addition, Developer may elect to exercise its remedies in equity to enjoin any interference with operation of the Facilities.

9. INDEMNIFICATION.

The provisions of Section 15 (Indemnification) and Section 12 (Limitations) of the Agreement are specifically acknowledged as incorporated by reference into this License Agreement and shall apply to Developer and Licensor hereunder. Such indemnification and limitations provisions will survive the expiration or termination of this License Agreement.

10. WARRANTIES.

(a) Developer and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this License Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensor represents:

(i) Licensor solely owns the Properties in fee simple unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, except those agreements of record;

(ii) its execution and performance of this License Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, License or other agreement binding on the Licensor; and

(iii) there are no leases, agreements, covenants, restrictions or other written or oral arrangements which would adversely affect Developer's use and enjoyment of the Premises or insolation of the Premises.

11. ENVIRONMENTAL.

completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Developer. If Developer remains in default beyond any applicable cure period, Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this License Agreement: (i) Licensor's failure to perform any material term or condition under this License within forty-five (45) days after receipt of written notice from Developer specifying the failure, unless a shorter period is specifically agreed to in this License Agreement or (ii) reserved. No such failure under clause (i) of this subsection (b), however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence; provided, that the damages owed to Developer under Section 8 herein shall accrue upon expiration of the cure period stated in Section 8. Delay in curing a default will be excused if due to causes beyond the reasonable control of the defaulting party. If Licensor remains in default beyond any applicable cure period, Developer will have the right to exercise any and all rights available to it under law and equity. For greater clarity, the Parties agree that Licensor's breach under Section 8 shall not be afforded the cure rights under this Section 15(b) but instead such breach shall be remedied, if at all, within the cure period specified in section 8, failing which the damages set forth in Section 8 shall accrue.

(c) Cures - Rights, Costs and Damages. Licensor, without being under any obligation to do so and without waiving such default, may remedy a Developer Event of Default for the account of Developer immediately upon written notice to Developer if the Developer Event of Default creates an emergency or if such remedy is necessary to protect public health or safety. All costs reasonably incurred by Licensor to remedy such default (including, without limitation, all reasonable attorney's fees), shall be at the expense of Developer.

16. CONSTRUCTION AND OPERATION OF PERMITTED USE.

- (a) Completion Requirements. Developer will arrange for the construction of the System in a good, careful, proper and workmanlike manner in accordance with good engineering practices, and with all Applicable Legal Requirements. The Facility will, when completed, comply with all Applicable Legal Requirements and the plans and specifications approved by Licensor.
- (b) Compliance with DEP Landfill Permits. Developer shall ensure that construction of the System complies with all Department of Environmental Protection permit(s) related to the protection of the landfill cap. Developer shall indemnify and hold the Licensor harmless for any damage, caused to the landfill, including the landfill cap, as a result of the installation of the Facility and any fines imposed as a result of such damage. Developer shall repair, to Department of Environmental Protection standards, any damage caused by the installation of the Facility to portions of the landfill or the landfill cap at Developer's sole cost and expense in a prompt and timely fashion. Developer shall pay the Licensor a sum, not to exceed \$10,000, to allow the Licensor to hire a Peer Review Engineer to represent the interests of the Licensor during construction of the Facility and associated appurtenances to assure that no damage is done to the landfill cap. No building or foundation permit shall issue until such time as said peer review funds are placed in escrow with the Licensor.
- (b) Interconnection with Electric Distribution Grid. Developer will obtain at its sole cost all approvals and agreements required for Developer's interconnection of the System to the LDC Facilities,

Town of Ashland

111 Speen Street, Suite 410
Framingham, MA 01701
Attention: Vice President, Solar Grid-Tie

With a copy to: same address as above, Attention: General Counsel

19. SEVERABILITY.

The invalidity or unenforceability of any provision of this License Agreement shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the License Agreement and the remaining provisions shall continue in full force and effect to the extent permitted by law. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the commercial results contemplated by this License Agreement.

20. CONDEMNATION.

In the event Licensor receives notification of any condemnation proceedings affecting the Properties, Licensor will provide notice of the proceeding to Developer within forty-eight (48) hours. If a condemning authority takes all of a Property, or a portion sufficient, in Developer's sole determination, to render the Premises unsuitable for Developer, this License Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Developer will include, where applicable, the value of its Facility, moving expenses, prepaid rent, and business dislocation expenses. Developer will be entitled to reimbursement for any prepaid fees.

21. CASUALTY.

Section 8 of the Agreement addresses the Parties respective obligations in the event of Facility Loss. In the event that the Agreement terminates, it is understood that this License Agreement shall also terminate.

22. LIENS.

(a) Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property, regardless of whether any portion is deemed real or personal property under applicable law, and Licensor hereby consents to Developer's right to remove all or any portion of the Facilities if it vacates the Premises.

(b) Mechanic's Liens. Developer shall not create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's or materialman's lien upon the Premises, and Developer will not suffer any other matter or thing arising out of Developer's use and occupancy of the Premises whereby the estate, rights and interests of Licensor in the Premises or any part thereof might be impaired, except in accordance with and subject to the provisions of this License.

(c) If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises then within thirty (30) days after notice to Developer of the filing thereof, Developer shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Developer shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Licensor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such

(iv) exhibits are an integral part of the Agreement and are incorporated by reference into this License; and

(v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(f) **Estoppels.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this License Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this License, as so modified, is in full force and effect) and the date to which all charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or lender. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this License Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year fee has been paid in advance. In the event the Developer seeks the Licensor to execute said Estoppel Certificate, the Developer shall pay the reasonable attorneys' fees of the Licensor in advance of said review, up to a maximum of \$5,000.

[signatures follow]

In Witness whereof, the parties have hereunto set forth their hand and seal this the 3 day of December, 2015.

<p>Developer:</p> <p>ASHLAND HOWE ST. SOLAR LLC</p> <p>By: Ameresco, Inc., its sole member</p> <p>By: <u>James Walker</u></p> <p>Name: <u>JAMES J. WALKER</u></p> <p>Title: <u>Vice President Solar PV</u></p>	<p>Licensor:</p> <p>TOWN OF ASHLAND</p> <p>By: Its Board of Selectmen</p> <p>Signature: <u>Joseph J. Magnanti Jr.</u></p> <p>Name: <u>JOSEPH MAGNANTI</u></p> <p>By: Chair, Board of Selectmen</p> <p>Signature: _____</p> <p>Name: _____</p> <p>By: Town Accountant</p> <p>Signature: <u>Brittany Iacoponi</u></p> <p>Name: <u>BRITTANY IACOPONI</u></p> <p>By: Town Counsel (As To Form)</p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>Lisa L. Muro</u></p>
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EXHIBIT E-1 – TERMINATION PAYMENT

Ashland Solar PV: Howe St Landfill		
BUYER TERMINATION PAYMENT		
	A	B
Termination Occurs at the end of Year:	Early Termination Fee (Including costs of removal*)	Early Termination Fee (Excluding costs of removal)
1	\$ 3,676,071	\$ 3,589,797
2	\$ 3,306,313	\$ 3,217,451
3	\$ 2,890,927	\$ 2,799,399
4	\$ 2,448,922	\$ 2,354,649
5	\$ 1,981,446	\$ 1,884,345
6	\$ 1,551,359	\$ 1,451,345
7	\$ 1,504,734	\$ 1,401,719
8	\$ 1,455,395	\$ 1,349,290
9	\$ 1,402,733	\$ 1,293,444
10	\$ 1,550,727	\$ 1,438,160
11	\$ 1,519,319	\$ 1,403,374
12	\$ 1,457,250	\$ 1,337,827
13	\$ 1,393,015	\$ 1,270,009
14	\$ 1,326,603	\$ 1,199,907
15	\$ 1,258,007	\$ 1,127,510
16	\$ 1,187,230	\$ 1,052,819
17	\$ 1,114,286	\$ 975,842
18	\$ 956,850	\$ 814,253
19	\$ 788,108	\$ 641,233
20	\$ 617,391	\$ 466,110

*Estimated costs of removal are for indicative budget planning purposes. The Buyer shall pay the actual, documented removal costs less the actual, documented salvage value.

Town of Ashland

Exhibit F
To be determined during any Site Plan Review.

Town of Ashland

(Attest)

(Attorney -in-Fact)

**Exhibit H
Tax Payment Agreement**

See attached.

TAX AGREEMENT FOR PAYMENT OF PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT OF PERSONAL PROPERTY TAXES (this "Agreement") is made and entered into as of June 22, 2015 by and between ASHLAND HOWE ST. SOLAR LLC, a Delaware limited liability company with an address of 111 Speen Street, Suite 410, Framingham, MA 01701. ("Developer") and the TOWN OF ASHLAND, 101 Main Street, by and through its Board of Selectmen, a municipal corporation duly established by law and located in Middlesex County, Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer intends to develop, construct, install, maintain and operate a solar photovoltaic power facility (the "Project") with an expected DC nameplate capacity of approximately .9045 megawatts on approximately 3.98 acres, more or less, parcel of land located at 102 Howe Street, Ashland, MA, Middlesex County, Massachusetts, as more particularly shown in Exhibit A (the "Property");

WHEREAS, the Project consists of the following personal property: (a) solar modules, solar inverters and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) circuit breakers, transformers, combiner boxes; (c) control and communication systems; (d) other improvements, facilities, materials, parts, systems, structures, and equipment related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes on the Project, in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, the Parties have entered into a Power Purchase Agreement (the "PPA") which serves one or more municipal purposes;

WHEREAS, the municipal purposes of the PPA and Project include the establishment of renewable energy facilities and the realization of savings in electricity costs through Net Metering Credits as provided in M.G.L. c. 164, section 138-140 and 220 CMR 18.00 *et. seq.*, as may be amended from time to time;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

Notwithstanding anything to the contrary in this Agreement, in the event, the PPA is terminated through no default of the Town, this Agreement shall also terminate automatically as of the date of such discontinuance, and the Town shall proceed to assess taxes for the Project, including interest on any overdue amounts under applicable laws and regulations as if this Agreement never existed, from the Commercial Operation Date to the date of Termination and the Developer shall forthwith pay to the Town said unpaid amounts. The Developer shall be credited against any amounts due, all amounts previously paid hereunder by the Developer.

2. Improvements or Additions, Retirements. To the extent that Developer, at its sole option, makes any capital improvements to the Project or adds additional personal property on or after the Commercial Operation Date, defined as the date which the Project is capable of producing electricity and is ready for regular, daily operations, has approval to interconnect to the LDC system and has all relevant governmental approvals. (the "Commercial Operation Date"), the remaining payments in lieu of taxes will be increased as described in Paragraph 3. To the extent that Developer, at its sole option, retires or removes any capital improvements from the Project or retires or removes any personal property from the Project on or after the Completion Date, the remaining payments in lieu of taxes will be decreased as described in Paragraph 3.

Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment on or after the Commercial Operation Date that adds value to the Project (not including replacement of existing equipment, machinery, and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due under this Agreement. No additional payments in lieu of property taxes will be due or required for: (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete, or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance; or (ii) pollution control equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5(44) or other applicable laws or regulations in effect from time to time; or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order, or case mandating additional control of any emission or pollution.

3. Calculation of Adjustment. Except as otherwise provided in Paragraph 2, to the extent that on or after the Commercial Operation Date, Developer makes capital improvements to the Project or adds new personal property or equipment to the Project that would increase the value of the Project under applicable Massachusetts Department of Revenue regulations, the remaining annual payments in lieu of taxes under this Agreement will be increased by the product of the mill rate per thousand dollars of valuation at the time of the capital improvement multiplied by the actual cost of the capital improvement or additional personal property or equipment and levelized over twenty years. To the extent that on or after the Commercial Operation Date, Developer retires or removes property from the Project, the remaining annual payments in lieu of taxes under this Agreement will be decreased by the product of the mill rate per thousand dollars of valuation at the time of the removal of the property times the original cost of such retired or removed property. Except as otherwise provided in Paragraph 2, in the event that new property or equipment added to the Project replaces existing property or equipment, the depreciated original cost (net book value) of the existing property or equipment will be deducted from the actual value of the new property

or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the transferee or assignee. A Notice of this Agreement may be recorded in the applicable Registry of Deeds forthwith upon execution. In the event of bankruptcy of Developer, the Town may revoke this Agreement. Developer shall provide no less than thirty (30) days advance written notice of any intent to transfer or assign its interest in the Property or all or substantially all of its interest in the Project.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration for the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate, and reasonable payments in lieu of taxes for the Project.

9. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver (or cause to be executed and delivered), such additional instruments, certificates, and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

10. Partial Invalidity. If for any reason, including a change in applicable law, it is ever determined that this Agreement may not apply to the personal property the parties agree that notwithstanding said determination or change in law that this Agreement will be deemed to continue to apply to the personal property. This Agreement will not apply to real estate taxes. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party. If for any reason, including a change in applicable law, a property tax is imposed on the Project or the Property in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement will be decreased on an annual basis by the amount of the property taxes actually paid to the Town for each year. If for any reason, including a change in applicable law, a payment in lieu of taxes is provided for that is less than that provided for in Paragraph 1 of this Agreement, any amount provided for in this Agreement over and above such lesser amount shall be considered a payment

If a Force Majeure event occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken.

If Developer elects not to rebuild, then it may notify the Town of its termination of this Agreement and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist.

15. Default.

a. "Default" hereunder shall mean (i) the filing by Developer for bankruptcy protection, which is not dismissed as described in the PPA, or (ii) if the Developer shall fail to pay any payment required hereunder within thirty (30) days from the date of notification by Town to Developer of such failure and a demand for payment. At all times, Developer's lender will have the right to cure any and all defaults, and shall have a reasonable period of time (but in any event not more than thirty (30) days) to cure such defaults.

b. In the event the Developer files for bankruptcy protection and is not dismissed, this Agreement shall become null and void from and after the date of such filing, and any taxes accrued from the date of filing shall be in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement.

c. In the event of a Default hereunder which is not cured by Developer's lender within the aforementioned thirty (30) day period, then the Developer shall be responsible for and be required to pay to the Town any and all payments required hereunder including those not yet due and payable but which are set forth on Exhibit B, said amounts to be accelerated and paid within thirty (30) days..

16. A. Covenants of Developer. During the term of the Agreement, Developer will not voluntarily do any of the following:

a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;

b. convey by sale, lease, or otherwise any interest in the premises to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third); or

c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

purpose or validity of this Agreement;

b. seek to collect from Developer any property tax upon the Developer's interest in the Property or the improvements thereon (including the Project) in addition to the amounts herein;

c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein;

18. **Intentionally Omitted**

19. **Required Approval and Termination:** This Agreement shall not be effective unless and until it is approved by: the Town Meeting of the Town of ASHLAND; the ASHLAND Board of Assessors; and the ASHLAND Board of Selectmen. Notwithstanding anything to the contrary herein, this Agreement may be terminated by either Party upon notice to the other Party if: (i) this Agreement is not approved by the Town acting by affirmative votes of its Town Meeting, Board of Assessors, and Board of Selectmen on or before June 1, 2015.

20. **Certification of Tax Compliance.** Pursuant to G.L. c. 62C, s49A, the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF ASHLAND

ASHLAND HOWE ST. SOLAR LLC

By: [Signature]

By: Ameresco Inc., Its Sole Member

By: Steven Atwell

James Walker
Title: Vice President - Solar PV

By: Carl Adamson

By: Joseph J. Magan Jr.

By: Ron Scherer

Board of Assessor's on the ___ day of _____, 2015.

By: Bill Browne

By: [Signature]

By: _____

3080 W. 10th St.
 Suite 100
 Phoenix, AZ 85042
 (602) 998-8800
 www.ameresco.com

TOWN OF ASHLAND
 HOWE ST LANDFILL
 SOLAR PV ARRAY LOCATION
 308 W. HOWE ST. PV ARRAY INSTALLATION

AMERESCO
 10000 W. 10th St.
 Suite 100
 Phoenix, AZ 85042
 (602) 998-8800
 www.ameresco.com

E-100

NOT FOR CONSTRUCTION

DATE: 10/15/2024
 DRAWN BY: J. BROWN
 CHECKED BY: J. BROWN
 PROJECT NO: 24-001

LOCATION	TYPE	QTY	REFERENCE	WAD	TYPE	QTY	REFERENCE	WAD	TYPE	QTY	REFERENCE
ASHLAND LANDFILL	MONOPILE TYPE	150	ASH 3TC	150	COLLECTOR SVT	1	ASH 3TC	150	TYPE	1	ASH 3TC
TOTAL		150		150		1		150		1	



ASHLAND LANDFILL - OVERALL ARRAY LAYOUT
 SCALE: 1"= 40'

Schedule of Annual Tax Payments	
Site	Howe St Landfill
Year	Annual Tax Payment*
1	\$12,452
2	\$12,452
3	\$12,452
4	\$12,452
5	\$12,452
6	\$12,452
7	\$12,452
8	\$12,452
9	\$12,452
10	\$12,452
11	\$12,452
12	\$12,452
13	\$12,452
14	\$12,452
15	\$12,452
16	\$12,452
17	\$12,452
18	\$12,452
19	\$12,452
20	\$12,452

*Payments shall be made in two equal installments on or before January 1 and July of each year during the term of this agreement.

Schedule of Annual Tax Payments	
Site	Ashland Middle School
Year	Annual Tax Payment*
1	\$2,793
2	\$2,793
3	\$2,793
4	\$2,793
5	\$2,793
6	\$2,793
7	\$2,793
8	\$2,793
9	\$2,793
10	\$2,793
11	\$2,793
12	\$2,793
13	\$2,793
14	\$2,793
15	\$2,793
16	\$2,793
17	\$2,793
18	\$2,793
19	\$2,793
20	\$2,793

*Payments shall be made in two equal installments on or before January 1 and July of each year during the term of this agreement.

Schedule of Annual Tax Payments	
Site	Ashland High School
Year	Annual Tax Payment*
1	\$16,724
2	\$16,724
3	\$16,724
4	\$16,724
5	\$16,724
6	\$16,724
7	\$16,724
8	\$16,724
9	\$16,724
10	\$16,724
11	\$16,724
12	\$16,724
13	\$16,724
14	\$16,724
15	\$16,724
16	\$16,724
17	\$16,724
18	\$16,724
19	\$16,724
20	\$16,724

*Payments shall be made in two equal installments on or before January 1 and July of each year during the term of this agreement.

Appendix J – Electrical Line Diagram

WIRING AND CONDUIT SCHEDULE																										
DC SCHEDULE																										
ITEM	DESCRIPTION	ID	QUANTITY	VOLTS (V)	WIRE (V)	WIRE (A)	WIRE (A)	WIRE (A)	POWER (W)	COPY REQUIRED CURRENT (A)	COPY REQUIRED MIN DC (A)	FUSE (A)	MULTIPLE CONDUCTOR PER STRAND	TEMPERATURE DERATE	MAX CONDUIT LENGTH (FT)	WIRE SIZE (PER PHASE)	CONDUCTOR (CU OR AL)	WIRE AMPLACITY (A)	DERATED WIRE AMPLACITY (A)	GROUND WIRE PER NEC 250.122	WIRE TYPE	R/1000FT	V LOSS %	TEMP MAX	NOTES	
1	MODULE	JA96-72-310.3BB	A	2,926	45.45	37.00	8.38	8.85	310	11.1	13.8	-	1	0.65	4	#12 AWG	CU	25	16.25	#8 AWG	PV WIRE	1.980	-	50C	-	
2	SOURCE CIRCUIT	SOURCE CIRCUIT TO INVERTERS	B	154	863.6	703	8.38	8.85	5,890	11.1	13.8	15	0.7	0.82	150	#8 AWG	CU	50	28.7	#8 AWG	PV WIRE	0.778	0.28%	50C	-	
AC SCHEDULE																										
ITEM	DESCRIPTION	ID	QUANTITY	VOLTS (V)	CURRENT (A)	POWER (W)	COPY REQUIRED CURRENT (A)	COPY REQUIRED MIN DC (A)	DCP (A)	MULTIPLE CONDUCTOR PER STRAND	TEMPERATURE DERATE	MAX CONDUIT LENGTH (FT)	WIRE SIZE (PER PHASE)	CONDUCTOR (CU OR AL)	WIRE AMPLACITY (A)	DERATED WIRE AMPLACITY (A)	NEUTRAL CONDUCTOR	GROUND WIRE PER NEC 250.122	WIRE TYPE	R/1000FT	V LOSS %	TEMP MAX	CONDUIT	NOTES		
3	INVERTER	PVI-28kW TO DP-1	C1	17	480	33.7	28,000	33.7	42.1	45	1.0	0.91	320	#4 AWG	CU	85	77.35	#8 AWG	#8 AWG	THWN-2	0.310	1.21%	40	(1) 1" EMT		
		PVI-23kW TO DP-2	C2	1	480	27.7	23,000	27.7	34.6	35	1.0	0.91	280	#6 AWG	CU	65	59.15	#8 AWG	#8 AWG	THWN-2	0.490	1.37%	40	(1) 1" EMT		
		PVI-28kW TO DP-2	C3	8	480	33.7	28,000	33.7	42.1	45	1.0	0.91	320	#4 AWG	CU	85	77.35	#8 AWG	#8 AWG	THWN-2	0.490	0.35%	40	(1) 1" EMT		
4	DISTRIBUTION	DP-2 TO DP-1	D1	1	480	297.3	247,000	297.3	371.6	400	1.0	0.91	10	2 X 4/0	CU	460	418.6	2 X #3 AWG	2 X #3 AWG	THWN-2	0.034	0.04%	40	(2) 1" EMT		
5	INTERCONNECTION	DP-1 TO 750KVA XFMR	E1	1	480	870	723,000	870	1088	1200	1.0	0.91	160	4 X 4/0	CU	1340	1219.4	4 X 3/0	4 X 3/0	THWN-2	0.010	0.48%	40	(4) 2 1/2" EMT		

- ALL DC WIRE SIZES ARE TO BE USED FOR BOTH POSITIVE AND NEGATIVE CONDUCTORS FOR THE ASSOCIATED EQUIPMENT.
- ALL AC WIRES LISTED ARE PER PHASE.
- THIS INSTALLATION INCLUDES A TOTAL OF 154 STRINGS OF 19 PV MODULES.
- FOR LOCATION OF EQUIPMENT REFER TO ARRAY LAYOUTS.

KEYED NOTES:

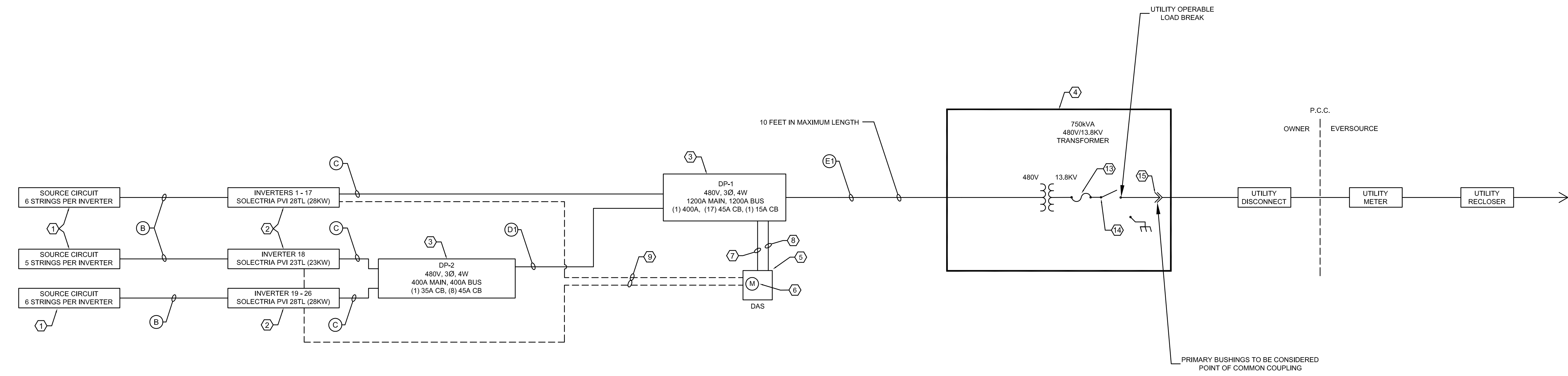
- SOURCE CIRCUIT (STRING) - JA SOLAR 310W MODULES, 19 MODULES WIRED IN SERIES PER STRING. EACH MODULE INCLUDES AMPHENOL H4 UTX CONNECTOR AND OUTDOOR RATED #12 AWG LAPP CABLE. DO NOT REMOVE THE CONNECTORS. THE MODULE FRAME SHALL BE BONDED TO THE PANEL CLAW RACKING SYSTEM PER THE MANUFACTURERS' RECOMMENDATIONS. ALL JA SOLAR AND PANEL CLAW RACK INSTALLATION MANUALS AND INSTRUCTIONS SHALL BE FOLLOWED. THE RESULTING ASSEMBLY IS APPROVED TO ETL AND UL STANDARDS UL2703 AND UL1703.
- INVERTER (INV) - SOLECTRIA PVI 23/28TL, 23/28KW, 1000VDC, 480VAC, NEMA 4, UL-1741 LISTED, IEEE1547.1 AND UL 16998 COMPLIANT. INVERTER HAS INTEGRATED DC AND AC DISCONNECTS. INVERTER SHALL BE SET TO INDEPENDENT OR PARALLEL MPPT MODE AS PER INVERTER SCHEDULE AND INVERTER INSTALLATION MANUAL INSTRUCTIONS. SEE INVERTER SCHEDULE, TYPICAL FOR ALL INVERTERS
- DISTRIBUTION PANEL (DP) - 480VAC, 3Ø, 4W, NEMA 3R, UL LISTED. CIRCUIT BREAKERS AND BUSBARS SHALL BE RATED PER THREE-LINE DIAGRAM. CIRCUIT BREAKERS SHALL BE BACKFEED RATED. THE GROUND AND NEUTRAL BUS BARS SHALL BE BONDED TOGETHER INSIDE DISTRIBUTION PANELS AND NOT BONDED TOGETHER AT ANY OTHER LOCATION IN SYSTEM.
- PAD MOUNTED 750KVA, 480V/13.8KV TRANSFORMER.
- ALSO ENERGY DATA ACQUISITION SYSTEM (DAS) - COMMUNICATION WIRING SHALL BE INSTALLED FROM THE DAS TO THE INVERTERS, METER AND ENVIRONMENTAL SENSORS.
- ELECTRO INDUSTRIES REVENUE GRADE METER (3) GE 88HT-801 800.5 CURRENT TRANSFORMERS CONNECTED WITH #14 AWG CONDUCTORS.
- (2) #10 AWG CU CONDUCTORS AND (1) #10 AWG CU GROUND IN (1) 3/4" EMT
- COMMUNICATION WIRING FROM DAS TO INVERTERS - BELDEN 9842 OR BELDEN 89842 CABLE IN 1" EMT. DRAIN OR SHIELD SHOULD ONLY BE LANDED AT THE GROUND TERMINAL INSIDE DAS.

SCALE: NONE
 DRAWN BY: RG
 CHECKED BY: AS
 DATE: 11/02/2015
 REVISIONS:

ASHLAND LANDFILL
 102 HOWE STREET
 ASHLAND, MA 01721

ROOFTOP PHOTOVOLTAIC SYSTEM INSTALLATION
 907.06 kWp DC STC PV ARRAY INSTALLATION

ONE-LINE DIAGRAM



1 ASHLAND LANDFILL ONE-LINE DIAGRAM
 SCALE: NOT DRAWN TO SCALE

AMERESCO
 111 Speen Street, Suite 410
 Framingham, Massachusetts 01701
 (508) 661-2200

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