

**RIPUC Use Only**

Date Application Received: \_\_\_ / \_\_\_ / \_\_\_  
Date Review Completed: \_\_\_ / \_\_\_ / \_\_\_  
Date Commission Action: \_\_\_ / \_\_\_ / \_\_\_  
Date Commission Approved: \_\_\_ / \_\_\_ / \_\_\_

GIS Certification #:  
\_\_\_\_\_

## RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

**The Standard Application Form  
Required of all Applicants for Certification of Eligibility of Renewable Energy Resource  
(Version 8 – December 5, 2012)**

**STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION  
Pursuant to the Renewable Energy Act  
Section 39-26-1 et. seq. of the General Laws of Rhode Island**

**NOTICE:**

When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: [www.ripuc.org/utilityinfo/res.html](http://www.ripuc.org/utilityinfo/res.html). Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."

- Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.
- Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address:  
Rhode Island Public Utilities Commission  
Attn: Luly E. Massaro, Commission Clerk  
89 Jefferson Blvd  
Warwick, RI 02888

In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to [Res.filings@puc.ri.gov](mailto:Res.filings@puc.ri.gov).

- In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at [www.ripuc.org/utilityinfo/res.html](http://www.ripuc.org/utilityinfo/res.html).
- Keep a copy of the completed Application for your records.
- The Commission will notify the Authorized Representative if the Application is incomplete.
- Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.
- Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.
- In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.
- Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at [Res.filings@puc.ri.gov](mailto:Res.filings@puc.ri.gov).

**SECTION I: Identification Information**

Third party reporting provided through independent monitor

1.1 Name of Generation Unit (sufficient for full and unique identification):

Cumberland - Manville Hill Road

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1.2 Type of Certification being requested (check one):

Standard Certification     Prospective Certification (Declaratory Judgment)

1.3 This Application includes: (Check all that apply)<sup>1</sup>

APPENDIX A: Authorized Representative Certification for Individual Owner or Operator

APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals

APPENDIX C: Existing Renewable Energy Resources

APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities

APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL

APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels

1.4 Primary Contact Person name and title: Ben Krupp; Asset Manager

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1.5 Primary Contact Person address and contact information:

Address: 111 Speen St., Suite 410  
Framingham, MA 01701

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Phone: 508-598-3079

Fax: \_\_\_\_\_

Email: solarops@ameresco.com

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1.6 Backup Contact Person name and title: Jonathan Mancini; Senior Vice President - Solar Development

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1.7 Backup Contact Person address and contact information:

Address: 111 Speen St., Suite 410  
Framingham, MA 01701

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Phone: 508-598-3030

Fax: \_\_\_\_\_

Email: jmancini@ameresco.com

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<sup>1</sup> Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

1.8 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application):

Michael Daigneault; Senior Vice President - Development

Appendix A or B (as appropriate) completed and attached?  Yes  No  N/A

1.9 Authorized Representative address and contact information:

Address: 111 Speen St., Suite 410  
Framingham, MA 01701

Phone: 508-661-2229

Fax:

Email: mdaig@ameresco.com

1.10 Owner name and title: Manville Hill Road Solar LLC

1.11 Owner address and contact information:

Address: 111 Speen St, Suite 410  
Framingham, MA 01701

Phone: 508-598-3079

Fax:

Email: solarops@ameresco.com

1.12 Owner business organization type (check one):

Individual

Partnership

Corporation

Other: Limited Liability Company, wholly owned and operated by Ameresco, Inc. (corporation)

1.13 Operator name and title: Manville Hill Road Solar LLC

1.14 Operator address and contact information:

Address: 111 Speen St., Suite 410  
Framingham, MA 01701

Phone: 508-598-3079

Fax:

Email: solarops@ameresco.com

1.15 Operator business organization type (check one):

Individual

Partnership

Corporation

Other: Limited Liability Company, wholly owned and operated by Ameresco, Inc. (corporation)

## SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): NON162092

2.2 Generation Unit Nameplate Capacity: 5.715 DC // 4.482 AC MW

2.3 Maximum Demonstrated Capacity: <sup>5.715 DC // 4.482 AC</sup>                      MW

2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*

- Direct solar radiation
- The wind
- Movement of or the latent heat of the ocean
- The heat of the earth
- Small hydro facilities
- Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.
- Biomass facilities using unlisted biomass fuel
- Biomass facilities, multi-fueled or using fossil fuel co-firing
- Fuel cells using a renewable resource referenced in this section

2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.32*

- ← check this box to certify that the above statement is true
- N/A or other (please explain) \_\_\_\_\_

2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.32*

- ← check this box to certify that the above statement is true
- N/A or other (please explain) \_\_\_\_\_

2.7 If you checked one of the Biomass facilities boxes in Section 2.4 above, please respond to the following:

A. Please specify the fuel or fuels used or to be used in the Unit: \_\_\_\_\_

B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.

Appendix F completed and attached?  Yes  No  N/A

2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?

Yes  No If yes, please attach a copy of that state's certifying order.

Copy of State's certifying order attached?  Yes  No  N/A

### SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

3.1 Date Generation Unit first entered Commercial Operation: 4 / 28 / 21 at the site.

If the commercial operation date is after December 31, 1997, please provide independent verification, such as the utility log or metering data, showing that the meter first spun after December 31, 1997. This is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation attached?  Yes  No  N/A

3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

Yes

No

3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.

Appendix C completed and attached?  Yes  No  N/A

3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

Yes

No

3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

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### SECTION IV: Metering

4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):

ISO-NE Market Settlement System

Self-reported to the NEPOOL GIS Administrator

- Other (please specify below and see Appendix D: Eligibility for Aggregations):  
Third party reporting provided through independent monitoring provider. Contract with provider attached in lieu of Appendix D, as Appendix D primarily relates to aggregations.

Appendix D completed and attached?  Yes  No  N/A

## SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- Grid Connected Generation  
 Off-Grid Generation (not connected to a utility transmission or distribution system)  
 Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 6 Manville Hill Road  
Cumberland, RI 02864  
\_\_\_\_\_  
\_\_\_\_\_

5.3 Please provide the Generation Unit's geographic location information:

A. Universal Transverse Mercator Coordinates: \_\_\_\_\_

B. Longitude/Latitude: 41.975606 / -71.475145

5.4 The Generation Unit located: (please check the appropriate box)

- In the NEPOOL control area  
 In a control area adjacent to the NEPOOL control area  
 In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked "In a control area adjacent to the NEPOOL control area" in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?  Yes  No  N/A

**SECTION VI: Certification**

6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

**Corporations**

If the Owner or Operator is a corporation, the Authorized Representative shall provide **either**:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided?  Yes  No  N/A

Corporate Certification provided?  Yes  No  N/A

**Individuals**

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached?  Yes  No  N/A

**Non-Corporate Entities**

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

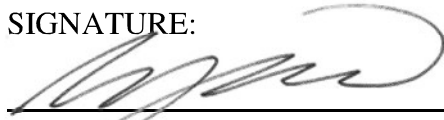
Appendix B completed and attached?  Yes  No  N/A

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

Signature of Authorized Representative:

SIGNATURE:



DATE:

5/10/21

Senior Vice President

(Title)



**APPENDIX B**  
**(Required When Owner or Operator is a Non-Corporate Entity**  
**Other Than An Individual)**

**STATE OF RHODE ISLAND**  
**PUBLIC UTILITIES COMMISSION**

**RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM**  
**Pursuant to the Renewable Energy Act**  
**Section 39-26-1 et. seq. of the General Laws of Rhode Island**

**RESOLUTION OF AUTHORIZATION**

**Resolved:** that Michael Daigneault, named in Section 1.8 of the Renewable Energy Resources Eligibility Form as Authorized Representative, is authorized to execute the Application on the behalf of Manville Hill Road Solar LLC, the Owner or Operator of the Generation Unit named in section 1.1 of the Application.

SIGNATURE:

John W. Pickett  
John W. Pickett  
Assistant Secretary

DATE:

5/10/21

State: Commonwealth of Massachusetts  
 County: Middlesex

(TO BE COMPLETED BY NOTARY) I, Kenneth J. Abate as a notary public, certify that I witnessed the signature of the above named John W. Pickett, and that said person stated that he/she is authorized to execute this resolution, and the individual verified his/her identity to me, on this date: 5/10/2021.

SIGNATURE:

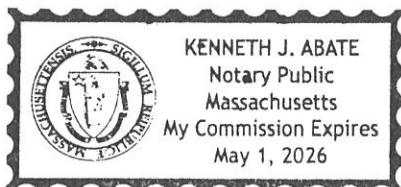
Kenneth J. Abate

DATE:

5/10/2021

My commission expires on: 5/1/26

NOTARY SEAL:



AMERESCO, INC.  
ASSISTANT SECRETARY'S CERTIFICATE

I, John W. Pickett, the duly elected Assistant Secretary of Ameresco, Inc., a Delaware corporation (the "Corporation"), hereby certify in such capacity, and not individually, as follows:

1. As of the date hereof, Michael J. Daigneault, is a duly elected or appointed officer of the Corporation, holding the office of Senior Vice President, and is authorized to execute and deliver, in the name and on behalf of the Corporation, that certain Statement of Qualification Application to which this certificate is attached (the "Application"); and

2. The Application, when executed and delivered by Michael J. Daigneault in the name and on behalf of the Corporation, shall be valid and binding upon the Corporation.

Executed as of January 5, 2021.



\_\_\_\_\_  
Name: John W. Pickett  
Title: Assistant Secretary

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is entered into and effective as of December 5, 2018, by and between Ameresco, Inc. ("Client"), with its principal place of business at 111 Speen Street, Suite 410, Framingham, MA 01701 and Inaccess, Inc. ("Consultant"), whose principal place of business is at 2880 Zanker Road, Suite 203, San Jose, CA 95134. Client and Consultant may each be referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

### **SECTION 1 -- BASIC SERVICES OF CONSULTANT**

**1.1. General.** Consultant shall perform for Client professional services as described below and as set forth in Exhibit A (collectively, the "Services"). The Services will include monitoring for the photovoltaic plants listed in Exhibit C (the "Project"), which is owned by Bridgewater State College (the "Owner").

**1.2. Professional Standards.** Consultant shall perform the Services under this Agreement in a professional, high-quality manner consistent with industry standards. Any defect or deficiency in Consultant's Services which is identified by Client or Owner after the delivery of Consultant's Services shall be remedied by Consultant promptly and at no cost to Client or Owner.

**1.3. Payments.** Client shall make payments to Consultant in monthly installments or as designated in an authorized Exhibit B Compensation and Payment Schedule per the specific requirements of the Exhibit. All such requests for payment shall require the submittal of an itemized invoice, detailing the hours expended and the expenses incurred during the billing period in question, and for those hours billed on an hourly basis, a detail for the hours expended, sufficient to meet Client's accounting and expense reimbursement policies. Final payment to Consultant by Client and acceptance of such payment by Consultant, either upon completion of the Agreement or in the event of termination, shall release and forever discharge Client from all claims, demands, and liabilities of any nature, whether in law or equity, arising from or in any way connected with the Services.

### **SECTION 2 – ADDITIONAL SERVICES OF CONSULTANT**

**2.1.** Professional services not included in the original Scope of Services shall be referred to as Additional Services. If Client wishes Consultant to perform Additional Services, Client shall so instruct Consultant in writing, and Consultant shall perform or obtain from others such services and will be paid therefore as mutually agreed by the Parties, or some other mutually agreed fee structure. Consultant's fee rate schedule shall remain fixed for a minimum period of one year and Consultant agrees to give Client notice of any proposed changes at least sixty (60) days prior to the institution of any said changes.

### **SECTION 3 – TERMINATION & CANCELLATION**

**3.1.** This Agreement may be terminated by Client at any time by notice to Consultant, in writing, which termination shall be effective upon receipt. If such termination shall occur without fault or breach by Consultant, Consultant shall be entitled to be paid an equitable proportion of his/her compensation as authorized by Client, the products of which shall have been completed and submitted to Client. Client shall not be required to make payment to Consultant for those portions of work that do not comply with the provisions, specifications, instructions, and conditions of the Agreement, including failure to meet project milestones. In no event, however, will such payment exceed the fixed amount agreed upon by the Parties for the Scope of Services. This provision shall not be deemed to limit or otherwise affect Client's right to cancel the Agreement for default of Consultant. This Agreement may be terminated by either Party because of the breach of the other at any time by notice to the other Party, in writing, which termination shall be effective upon receipt.

### **SECTION 4 – INSURANCE**

**4.1.** Consultant shall obtain and maintain in effect the insurance coverages set forth in Exhibit D.

## **SECTION 5 – INDEMNIFICATION**

**5.1. Indemnification.** Consultant agrees to defend, indemnify, and hold harmless Client and Owner, and its and their agents and employees, from and against any and all claims, liabilities, actions, demands, losses, damages, costs and expenses sustained by any person or entity to the extent caused by or arising out of the acts, errors or omissions of Consultant in connection with the work or Services performed hereunder, including, without limitation, the costs of redesign, costs to repair, remove or redo defective or non-complying work arising from defective designs.

**5.2. Employee Claims.** Consultant shall indemnify Client against legal liability for damages arising out of claims by Consultant's employees. Client shall indemnify Consultant against legal liability for damages arising out of claims by Client's employees.

**5.3. Survival.** All express representations or indemnifications included in this Agreement will survive its completion or termination for any reason. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event this Agreement is terminated for any reason, this Section 5 shall survive.

## **SECTION 6 – SUCCESSORS AND ASSIGNS**

**6.1.** Neither Client nor Consultant may assign or otherwise transfer this Agreement, or its rights and obligations hereunder, without obtaining the prior written consent of the other Party. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**6.2.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client, Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client, Owner and Consultant and not for the benefit of any other party.

## **SECTION 7 – DISPUTE RESOLUTION**

If, during the Term of this Agreement a claim, dispute or other matter in controversy ("Claim") arises concerning the Services or this Agreement, a representative from management of both Parties shall meet in person or by phone within ten business days after either Party gives the other Party written notice of the Claim (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Claim. If the Claim is not resolved within 30 calendar days after the first meeting of the Parties, then the Parties shall endeavor to resolve the Claim by mediation. A request for mediation shall be made in writing, delivered to the other Party and filed with the person or entity administering the mediation. Except for requests for injunctive relief, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall not be commenced for a period of at least 60 days from the date the Dispute Notice was served. The Parties shall share the fees of the mediation equally. The mediation shall be held in Boston, Massachusetts unless another location is agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Claim through informal dispute resolution or mediation, either Party is free to pursue any other available remedy in law or at equity. The Dispute Notice is a condition precedent to each Party's right to resort to litigation, provided that during such time as the Parties are conferring, either party may petition a court of competent jurisdiction for injunctive relief. A party's failure to comply with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provisions.

## **SECTION 8 – MISCELLANEOUS**

**8.1. Entire Agreement.** As used herein the term "Agreement" refers to this Professional Services Agreement and Exhibit's A, B, C, D, E, F and G as if they were part of one and the same document and

represents the entire and integrated Agreement between Consultant and Client, and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Consultant and Client, and is binding upon the Parties, their successors and assigns.

**8.2. Controlling Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, conflict of law rules excepted, except to the extent the laws of the United States of America control the Services being performed. Consultant hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts, the courts of the United States for the District of Massachusetts, and appellate courts from any actions thereof.

**8.3. Reuse of Documents.** All documents including Drawings and Specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants.

**8.4. Ownership & Intellectual Property.** Except as otherwise provided herein, Drawings, Specifications, technical data, documents and products, prepared by Consultant, as part of its Services shall become the property of Client. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the originator, but in the event Client pays Consultant for such property, it shall have a royalty free perpetual license to use said property.

**8.5. Force Majeure.** Neither Consultant nor Client shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, acts of terrorism, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Consultant or Client under this Agreement.

**8.6. Compliance With Laws.** In performing its Services hereunder, Consultant shall comply with all laws, regulations, codes, ordinances, and other applicable governmental requirements in effect, including without limitation building codes, life safety and similar codes, and all environmental laws and regulations and the Drug-Free Work Place Act. Consultant shall furnish to Client, certificates relating to such compliance as Client or such designee may reasonably request. Consultant's policy is required to meet or exceed Client's policy regarding the restrictions and use of alcohol, drugs or controlled substances.

**8.7. Compliance With Registrations/Licensing.** Consultant shall comply with all professional licensing laws and regulations governing the provision of the Services hereunder, and shall, upon Client's request, produce evidence of such compliance satisfactory to Client. Consultant hereby represents and warrants that it is and at all times during the term of the Agreement shall be lawfully licensed to practice in the applicable discipline(s) as contemplated and required by the Scope of Services hereunder in the Commonwealth of Massachusetts.

**8.8. Waiver.** A waiver by either Consultant or Client of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving Party's rights with respect to any other or further breach, waiver or limitation.

**8.9. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the

validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this paragraph shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**8.10. Communications.** All communication to Consultant regarding this Agreement shall be addressed as follows:

Inaccess, Inc.  
2880 Zanker Road, Suite 203  
San Jose, CA 95134  
Attn: Yanni Frantzikinakis  
Telephone: 214- 677-5996

All communications to Client regarding this Agreement shall be addressed as follows:

Ameresco, Inc.  
Attn: Will Bland  
Telephone 508 598 3013

With copy to:

Ameresco, Inc.  
111 Speen Street, Suite 410  
Framingham, MA 01701  
Attn: Contract Administrator  
Telephone 508-661-2220

**8.11. Contract Flowdown Provisions.** The clauses, provisions and contract sections contained in the agreement between Client and its Customer, Bridgewater State College (the "Owner") hereafter (the "Prime Contract"), shall govern various portions of the Services to the extent that they are attached hereto as Exhibit E. Client shall have the same rights and remedies as against Consultant under this Agreement as the Owner in the Prime Contract has against Client. Consultant agrees to be bound to Client by the terms and conditions of the Prime Contract and assumes toward Client all the obligations and responsibilities that Client assumes toward the Owner in the Prime Contract. All subcontracts and agreements entered into by Consultant (and its lower tier subcontractors or subconsultants), shall include each provision set forth in Exhibit E and shall be attached thereto and incorporated therein. To the extent there is a conflict or inconsistency in the language contained in the body of this Agreement and the language contained in Exhibit E (or internal conflicts within Exhibit E), the more restrictive provision shall govern.

**8.12 Code of Business Ethics.** Client's Code of Business Ethics dated May 20, 2009 (the "Code") requires any individual or company who conducts business for or with Client to comply with the Code, a copy of which is attached hereto as Exhibit F. Consultant represents and warrants that it shall comply with the Code as it relates to the Services.

**8.13 Acceptable Use Policy.** For all Contracts involving the Consultant's access to personal information, and confidential data as defined in 201 CMR 17 (herein collectively "personal information"), Consultant certifies under the pains and penalties of perjury that the Consultant (1) has read 201 CMR 17 and agrees to protect any and all personal information; and (2) has reviewed Client's Acceptable Use Policy.

Notwithstanding any contractual provision to the contrary, in connection with the Consultant's performance under this Agreement, the Consultant shall:

- (1) obtain a copy, review, and comply with Client's Acceptable Use Policy (AUP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at [www.mass.gov/ITD](http://www.mass.gov/ITD) under Policies and Standards;
- (2) communicate and enforce Client's AUP and such Security Policies against all employees (whether such employees are direct or contracted) and sub-subcontractors;
- (3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which Consultant is given access by Client from unauthorized access, destruction, use, modification, disclosure or loss;
- (4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or sub-subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;
- (5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify Client if Consultant becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for Client to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for Client and Consultant to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Agreement, such that Client may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 5, withholding of payments, suspension, or termination. In addition, Consultant may be subject to applicable statutory or regulatory penalties, including without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**8.14** *Equal Opportunity.* As more particularly set forth in Exhibit G hereto, Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, disability or veteran status.

**8.15** *Confidentiality* Consultant hereby agrees that all information given by either Client or Client's Customer to Consultant in connection with this Agreement is intended to be confidential, and further agree not to disclose any such information to a third party without the other Party's prior written consent. Consultant shall take all reasonable action to prevent dissemination of Client's and the Project's confidential and proprietary information and records to outside parties. This confidentiality obligation shall terminate two (2) years from the date hereof and shall not apply to (i) information that becomes generally available to the public through no fault or negligence of Consultant, (ii) information already known to Consultant at the time of disclosure, (iii) information acquired at any time from a third party that was not prohibited from making such disclosure or (iv) information required to be disclosed in order to comply with any applicable law, validity issue order, regulation or ruling.

**8.16** This Agreement contains the whole understanding of the parties regarding the matters set forth herein. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.**

INACCESS, INC.

DocuSigned by:  
  
46A9A26022D940E...

By: \_\_\_\_\_

Name: Christos Georgopoulos

Title: CEO

AMERESCO, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## Krupp, Benjamin

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**From:** noreply@salesforce.com on behalf of Joe Mattiello  
<joseph.mattiello@nationalgrid.com>  
**Sent:** Wednesday, April 28, 2021 8:27 AM  
**To:** Pitreau, Brian  
**Subject:** RI Complex Application 00201084 - Authority to Interconnect Notification [ ref:\_00Dd0fPcB.\_5000W1HnNtt:ref ]

Caution - External Email



Greetings:

You are authorized to interconnect your 4,482 kW PV system at 6 MANVILLE-HILL RD CUMBERLAND,RI, 02864 with National Grid's distribution system. A bi-directional meter has been installed at your facility in order to accurately register your energy use/production. The effective date for your Net Metering incentive is 5/5/2021.

National Grid wishes you the best with your new system and hopes you get many years of use. If your system changes ownership, please contact us immediately so we can keep our records up to date.

Group e-mail: [Distributed.Generation@us.ngrid.com](mailto:Distributed.Generation@us.ngrid.com)

Please check National Grid's website for latest information:

MA

- [https://www.nationalgridus.com/masselectric/business/energyeff/4\\_interconnect.asp](https://www.nationalgridus.com/masselectric/business/energyeff/4_interconnect.asp)

RI

- [https://www.nationalgridus.com/narraqansett/business/energyeff/4\\_interconnect.asp](https://www.nationalgridus.com/narraqansett/business/energyeff/4_interconnect.asp)

**Billing Issues:**

**Residential** ~ Email: [CustomerService@us.ngrid.com](mailto:CustomerService@us.ngrid.com) ~ Phone: (800) 322-3223  
**Commercial** ~ Email: [Commercial.Accounts@us.ngrid.com](mailto:Commercial.Accounts@us.ngrid.com) ~ Phone: (508) 357-4405

Sincerely,

National Grid

[http://www.nationalgridus.com/masselectric/home/energyeff/4\\_interconnection-process.asp](http://www.nationalgridus.com/masselectric/home/energyeff/4_interconnection-process.asp)

RI:

[http://www.nationalgridus.com/narragansett/business/energyeff/4\\_interconnection-process.asp](http://www.nationalgridus.com/narragansett/business/energyeff/4_interconnection-process.asp)

ref: 5000W00001HnNtt



ref: \_00Dd0fPcB\_5000W1HnNtt:ref

\*\*\* AMERESCO NOTICE \*\*\* Suspicious emails such as spam, phishing or anything you are uncertain of, please use the "Report Message Button" in Outlook and classify email as spam or phishing.