

**RIPUC Use Only**

RIPUC Docket No.: RES-25-57  
Date Application Received: Sep 30, 2025

**GIS Certification #:**  
**NON229160**

## RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Required of all Applicants for the Certification of Eligibility as a Renewable Energy Resource Pursuant to the Rhode Island Renewable Energy Standard (RES) Act, [R.I. Gen. Laws Section 39-26-1-10](#) and Rules Governing the Implementation of a Renewable Energy Standard, [810-RICR-40-05-2 \(RES Rules\)](#).

**Notice to Applicant:**

- Your application for eligibility as a Renewable Energy Resource has been submitted and assigned a docket number. The docket number is identified at top right of this application.
- Keep a copy of the completed Application for your records.
- The Rhode Island RES Administrative Team will contact the Authorized Representative directly regarding your application during the review process.
- Pursuant to RES Rules Section 2.6(A)(3), the Public Utilities Commission (Commission or PUC) shall provide a thirty (30) day period for public comment following the assignment of a docket number to the application. All information submitted with the application is considered to be a public record unless the Commission deems some portion of the application confidential after consideration under [Rules of Practice and Procedure 810-RICR-00-00-1](#), Section 1.3(H)(3).
- All eligibility applications are posted on the PUC's website at <https://ripuc.ri.gov/RES-Applications>.
- Questions related to this Renewable Energy Resources Eligibility Form or application process can be submitted to [admin@rhodeislandres.com](mailto:admin@rhodeislandres.com) and [res.filings@puc.ri.gov](mailto:res.filings@puc.ri.gov).
- Other resources regarding the administration of the Renewable Energy Standard Program can be access at <https://rhodeislandres.com/>.

**SECTION I: Identification Information**

1.1 Name of Generation Unit (sufficient for full and unique identification, and consistent with the Generation Unit name listed on the NEPOOL GIS, if currently listed):

**Holliston Sand Solar**

1.2 Type of Certification being requested (note: if the Generation Unit has not yet achieved Commercial Operation, check Prospective Certification/Declaratory Judgement):

- Standard Certification
- Prospective Certification (Declaratory Judgment)

1.3 This Application includes: (Check *all and only* those that apply)

- Appendix A: Authorized Representative Certification for Individual Owner
- Appendix B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals, including Limited Liability Companies (LLC) *Note: Please refer to Section 6.1, Corporations, for required evidence certifying Authorized Representative.*
- Appendix C: Existing Renewable Energy Resources
- Appendix D: Special Provisions for Aggregators of Customer-sited, Off-grid Generation, or RI-sited Remote Net Metered Facilities
- Appendix E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
- Appendix F: Fuel Source Plan for Eligible (including Unlisted) Biomass Fuels

1.4 Primary Contact Person

Name and title: **William P. Short III, Consultant**

Address: **PO Box 1168 Slatersville, RI 02876**

Phone: **2019703707**

Email: **w.shortiii@verizon.net**

1.5 Backup Contact Person

Name and title: **Carmine Iacuone, General Manager**

Address: **PO Box 1168 Slatersville, RI 02876**

Phone: **401-766-5010**

Email: **carmine@hollistonsand.com**

1.6 Authorized Representative (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):

Name and title: **William P. Short III, Consultant**

Company: **Holliston Sand Company, Inc**

Address: **PO Box 1168 Slatersville, RI 02876**

Phone: **201-970-3707**

Email: **w.shortiii@verizon.net**

Appendix A or B, or Corporate Authorization (as appropriate) completed and attached?

- Yes  No

1.7 Owner

Name and title: **Carminc Iacuone, General Manager**

Company: **Holliston Sand Company, Inc**

Address: **PO Box 1168 Slatersville, RI 02876**

Phone: **401-766-5010**

Email: **carmine@hollistonsand.com**

1.8 Owner business organization type (check one):

Individual

Partnership (including Limited Liability Company and other Non-Corporate Entities)

Corporation

Other:

1.9 Operator

Name and title: **Carminc Iacuone, General Manager**

Company: **Holliston Sand Company, Inc**

Address: **PO Box 1168 Slatersville, RI 02876**

Phone: **401-766-5010**

Email: **carmine@hollistonsand.com**

1.10 Operational business organization type (check one):

Individual

Partnership (including Limited Liability Company and other Non-Corporate Entities)

Corporation

Other:

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

- 2.1 NEPOOL GIS Identification Number (if assigned yet, along with appropriate MSS, NON or IMP designation): **NON229160**

For facilities enrolled in the RI Renewable Energy Growth Program: National Grid will provide the participant with an MSS ID.

- 2.2 Nameplate Capacity (list AC, and DC if applicable): **995.00** kW AC **N/A** kW DC
- 2.3 Maximum Demonstrated Capacity (list AC, and DC if applicable): **995.00** kW AC **N/A** kW DC

- 2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Rules Section 2.5*

- 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 (*per RES Rules Section 2.3(A)(7)*)
- Biomass facilities using unlisted biomass fuel (*per RES Rules Section 2.3(A)(7)(a)*)
- Fuel cells using a renewable resource referenced in this section

- 2.5 For small hydro facilities, please certify that the facility's aggregate capacity does not exceed 30 MW. – *per RES Rules Section 2.3(A)(32)*

- <-- check this box to certify that the above statement is true
- N/A

- 2.6 For 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 Rules Section 2.3(A)(32)*

- <-- check this box to certify that the above statement is true
- N/A

- 2.7 For biomass facilities: Appendix F completed and attached?

- Yes (Please specify fuel or fuels used or to be used in the unit: )
- 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," a copy of each state's certifying order is attached?

- <-- check this box to certify that the above statement is true

### 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 or, if not yet in operation, the anticipated Commercial Operation Date:

**03/01/2022**

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. For facilities located in Rhode Island, a copy of National Grid's Authorization to Interconnect letter would also be sufficient. This documentation is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation of Commercial Operation Date 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 on or 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):

## SECTION IV: Metering

4.1 Please indicate how the Generation Unit's electrical energy output is verified:

ISO-NE Market Settlement System

Other, including Self-Reported to the NEPOOL GIS Administrator (please specify below and complete Appendix D):

**See IV overview.**

For "Other," Appendix D completed and attached?

Yes

No

N/A

For facilities enrolled in the RI Renewable Energy Growth Program: National Grid will be reporting output to the ISO-NE Market Settlement System.

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

Grid Connected Generation

- Connected directly to a utility transmission or distribution system with only station load at the unit site
- Units participating in the RI Renewable Energy Growth Program fall in this category.

Off-Grid Generation

- Not connected to a utility transmission or distribution system

Customer-Sited Generation

- Connected on the end-use customer side of a retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer, other than station load
- Traditional behind-the-meter net metering falls in this category.

Remote Customer-Sited Generation

- Connected directly to the local electric utility distribution grid with only station load
- All or some of the electrical energy from the unit is designated for use in displacing all or part of the retail electricity metered consumption of one or more end-use customers (including through a transfer of bill credits)
- "Virtual" and "remote" front-of-the-meter net metering falls in this category.

**SECTION V: Location**

5.1 Generation Unit address:

**77 Tift Road North Smithfield, RI 02896**

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

A. Universal Transverse Mercator Coordinates: **later**

B. Longitude/Latitude: **41.591945 N/-71.353408 N**

5.3 The Generation Unit is 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 is ineligible.*

5.4 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, to demonstrate the authority of the Authorized Representative provided in Section 1.6.

### **Corporations**

The Authorized Representative of the Corporation 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.<sup>1</sup>
- Evidence of Board Vote provided?

Yes

No

N/A

Corporate Certification provided?

Yes

No

N/A

### **Individuals**

If the Owner is an Individual, that Individual shall complete and attach Appendix A, or a similar form of certification from the Owner, 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**

(Limited Liability Companies - LLCs, Proprietorships, Partnerships, Cooperatives, etc.) If the Owner is neither an Individual nor a Corporation, it shall complete and attach Appendix B or execute a resolution indicating that the Authorized Representative named in Section 1.6 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

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<sup>1</sup> If the Corporation has only one sole Officer, it is acceptable for that Officer to provide signatory certification of same as Authorized Representative.

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 RES Rules Section 2.6(E). I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Rules 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: **Signed Electronically**

DATE: **2025-09-30 15:46:49**

**William P. Short III**

(Printed Name of Signatory)

**Consultant**

(Title)

**Holliston Sand Company, Inc**

(Company)

**RESOLUTION OF AUTHORIZATION**

**Resolved:** that William P. Short III, named in Section 2 of the Renewable Energy Resources Eligibility Form as Authorized Representative, is authorized to execute the Application on the behalf of Holliston Sand Company, Inc., the Owner or Operator of the Generation Unit named in Section 3 of the Application.

Signature

Date

[Handwritten Signature]  
Carmine Iaccone GM  
Name Title

9/29/25

State: Rhode Island  
County: PROV'DENCE

(TO BE COMPLETED BY NOTARY) I, PAUL P. BALLARGEON as a notary public, certify that I witnessed the signature of the above named CARMINIE IACCONNE 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: 9/29/25

SIGNATURE: [Handwritten Signature]

DATE: 9/29/25

My commission expires on: 6/15/29

NOTARY SEAL:

Paul P. Ballargeon  
State of Rhode Island  
Notary Public  
Commission No. 456  
My Commission Expires 06-18-2029

**Exhibit H – Interconnection Service Agreement**

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of 4/1/2021 (“Effective Date”) is for application number “29382598” and Case Number “265536” is entered into, by and between **The Narragansett Electric Company (doing business as National Grid)**, a Rhode Island corporation with a principal place of business at **280 Melrose St., Providence, RI 02907** (hereinafter referred to as the “Company”), and **Holliston Sand Company, Inc.**, a C-Corporation with a principal place of business (or residence) at **PO Box 1168, Slatersville RI 02876** (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **32 Old Forge Road, North Smithfield RI 02896**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

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

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**
  - 4.1 This Agreement may be terminated under the following conditions.
    - 4.1.1 The Parties agree in writing to terminate the Agreement.
    - 4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
    - 4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
    - 4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
    - 4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.
  - 4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
  - 4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 3 will include a payment and construction schedule for both parties.

**5.1 Cost or Fee Adjustment Procedures.** The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the

**Exhibit H – Interconnection Service Agreement**

Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

**5.2 Final Accounting.** The Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between the (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications and for any Impact or Detailed Study performed by the Company, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications and studies. Costs that are statutorily-based shall not be subject to either a final accounting or reconciliation under this provision (e.g. statutorily set study fees for the ISRDG), but may be reconciled at any time only if the costs exceed the statutory fee, and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement for the System Modifications and in the Impact and/or Detailed Study Agreements (as applicable) for the studies performed by the Company exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this applicable agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

**6. Operating Requirements**

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

**6.2 No Adverse Effects; Non-interference.** Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

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

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

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

**Exhibit H – Interconnection Service Agreement**

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

**6.4.2 Company Right to Access Company-Owned Facilities and Equipment.** If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

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

**7. Disconnection****7.1 Temporary Disconnection**

**7.1.1 Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

**7.1.2 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 (7) 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 (7) days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

**7.1.3 Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

**7.1.4 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 forty five (45) days to correct such adverse operating effect has elapsed.

**7.1.5 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.

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

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

**7.2.1** 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.**

**11.1 General Liability.**

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
  - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
  - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
  - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.
- 11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. 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.

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- 11.1(d) The general liability insurance required to be purchased in this Section 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 State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (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 R.I.G.L. Chapter 9-31 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 R.I.G.L. Chapter 9-31 by the Governmental Entity.

**11.2 Insurer Requirements and Endorsements.** All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "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 the 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 (e) 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.

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

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

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three (3) years on all policies written on a "claims-made" basis.

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

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

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

**12. Indemnification.** Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, 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.

**Exhibit H – Interconnection Service Agreement**

- 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 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.

**17. Notices.**

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: **The Narragansett Electric Company**  
**Attention: Distributed Generation**  
**40 Sylvan Road**  
**Waltham, MA 02451-1120**  
**E-mail: distributed.generation@nationalgrid.com**

If to Interconnecting Customer: **Holliston Sand Company, Inc**  
**Attention: Carmine Iacune**  
**PO Box 1168**  
**Slatersville, RI 02876**  
**Phone: 401-766-5010**  
**E-mail: carmine@hollistonsand.com**

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

**Exhibit H – Interconnection Service Agreement**

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

**18. Default and Remedies**

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

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

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

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

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

20. **Supersedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission 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 State of Rhode Island and the Providence Plantations 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.

**Exhibit H – Interconnection Service Agreement**

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.

Holliston Sand Company, Inc:

The Narragansett Electric Company (d/b/a National Grid):

Name: CARMINA LACUONE

Name: Jared DeSousa

Title: President

Title: CEI Consultant

Date: 3/15/2021

Date: 4/1/2021

Signature: *Carmina Lacuone*

Signature: *Jared DeSousa*

**Exhibit H – Interconnection Service Agreement****Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling**

Interconnecting Customer has proposed a 990 kW photovoltaic system located at 32 Old Forge Road, North Smithfield, RI 02896. The proposed Facility is an Independent Power Producer (“IPP”). Facilities will interconnect to the National Grid electric system via the Woonsocket Substation, 13.8 kV distribution feeder 26W7, (“Point of Interconnection” or “POI”).

**a) Description of proposed design/configuration:**

- Customer owned 990 kW/kVA of inverter-based DG via six (6) SMA Peak3 150-US 150 kW/kVA inverters and one (1) SMA Peak3 150-US de-rated to 90 kW/kVA
- Customer owned 1,000 kVA, wye grounded / wye grounded interface transformer with an impedance of  $Z=5.75\% \pm 7.5\%$  and an X/R ratio of 4.67 Recloser/Fuses [type of control
- Customer owned 41 kVA, delta-wye grounded grounding transformer with an impedance of  $Z=118.07$  Ohms and an XR ratio of 4.
- Customer owned recloser and SEL-651R relay assembly
- Customer owned group-operated 15 kV load break switch

**b) Metering:** The company will install (1) pole-mounted primary meter, please refer to ESB 750 and ESB 756 Appendix D for service installation and primary meter installation.

**c) PCC:** The Company’s Design Personnel will determine the exact location of the Company’s facilities and the Customer’s gang operated disconnect. The Customer’s gang operated disconnect must be accessible by the Company’s personnel at all times, and be capable of being locked open and tagged by Company personnel. The Point of Common Coupling (PCC) will be designated as the Customer’s side of the Company’s primary meter. The Interconnecting Customer must install their Facilities up to the Company revenue meter. The Interconnecting Customer must provide sufficient conductor to allow the Company to make final connections at the meter pole. The Company will provide final connection of the Interconnecting Customer conductors to the Company meter.

**Exhibit H – Interconnection Service Agreement****Attachment 2: Description of System Modifications**

National Grid System Modifications required for the interconnection of 990 kW (AC) application as identified in the impact study are as follows:

**On the Customer's property:**

- Install approximately 200 circuit feet of 1/0 AAAC conductor off of pole #24 Tiff Road for interconnection equipment
- Install one (1) recloser on proposed pole #24-2
- Install one (1) loadbreak switch on proposed pole #24-1
- Install one (1) bi-directional primary meter on proposed pole #24-3
- Remove existing pole #24-30 Tiff Road and associated equipment
- Install Three (3) new poles

**On the Company's distribution system:**

- Replace 3-100k fuses at P0-50 Black Plain Road with a recloser

**At the Company's substation:***Common substation modifications:*

- Install Ground Fault Detection (3V0) on Woonsocket substation transformer TR1

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Terms and Conditions for Distribution Service, tariff R.I.P.U.C. No. 2180, as amended from time to time.

**Exhibit H – Interconnection Service Agreement****Attachment 3: Costs of System Modifications and Payment Terms**

At present, System Modification Costs associated with this application are: **\$238,346.00** +/- 25% and itemized as follows:

- Total cost of facility specific system modifications on the Interconnecting Customer's (or other private) property as mentioned in Attachment 2 above: **\$140,000.00** (includes capital, removal, and O&M costs).
- Total cost of facility specific system modifications on the Company's distribution system as mentioned in Attachment 2 above is **\$60,000.00** (includes capital, removal, and O&M costs).
- Total cost of common system modifications (**NECO**) at the distribution side of the Woonsocket Substation as mentioned in Attachment 2 above is \$160,846.00 (includes capital, removal, and O&M costs). The cost for this modification will be shared on a pro-rata basis with RI-19733795, RI-24201390, RI-20419956, RI-24308984, RI-24234726, RI-25258977, RI-25255833, RI-24845370. RI-29382598 will be responsible for 5.4% or **\$8,686.00**.
- Cost of witness testing, engineering review, EMS Integration and implementation of protective device settings: **\$7,500.00**.
- Tax gross-up adder on capital costs is or \$22,160.00. *(A 2021 tax rate of 11.08% is expected to apply to contributions in aid of construction ("CIAC") payments received by The Narragansett Electric Company from the Interconnecting Customer, and a 2016 tax rate of 11.42% is expected to apply to CIAC payments associated with substation modifications for interconnections. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.*

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

The Total System Modifications Costs and the Facility System Modification Costs do not include any costs for Third Party Rights and Approvals (as defined in Attachment 2) or any Verizon system modification costs and charges (and fees for services related thereto), for which the Interconnecting Customer may be directly responsible. These costs, to the extent applicable, are in addition to the Total System Modifications Costs and the Facility System Modification Costs and must be paid directly by the Interconnecting Customer to the appropriate third party

Additional costs may be involved if the required pole work takes place in Telephone Company Maintenance Areas. These costs will be billed directly to the Interconnecting Customer from the Telephone Company.

**Exhibit H – Interconnection Service Agreement****Payment Terms:**

System Modifications Costs may be paid in full if less than \$25,000, or if greater than \$25,000 in scheduled payments (per Section 5.5 of R.I.P.U.C. No. 2180):

- The first payment (25%) of **\$59,586.00** is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second and final payment (75%) of **\$178,760.00** is due within 15 business days from the receipt of the second and final payment invoice. The second and final invoice will be sent when National Grid reaches that point in design when long-lead time material items are ready to be ordered, or no later than 05/13/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

If the design of the System Modifications changes during the design as a result of permitting or access issues, the company reserves the right to adjust the cost of the Systems Modifications prior to issuing the second and final invoice.

A more detailed breakdown of estimated costs may be found within the System Impact Study dated 9/24/2020.

The physical construction of system modifications will not commence until full payment is received. Nothing herein shall prevent the Interconnecting Customer from making any payment, or the full payment, due to the Company earlier than the dates provided above. Funds received may be immediately expended or committed as determined by the Company in its sole discretion.

**Attachment 4: Special Operating Requirements, if any**

The generating system may only normally generate onto the 26W7 feeder and National Grid's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system. The generator may not be allowed to operate with the local electrical power system (EPS) in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may choose to disconnect the customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

1. The Interconnecting Customer is required to adhere to the following standards which are incorporated in their entirety by reference:
  - a. National Grid's Standards for Interconnecting Distributed Generation (R.I.P.U.C. 2180), available at: [http://www.nationalgridus.com/non\\_html/RI\\_DG\\_Interconnection\\_Tariff.pdf](http://www.nationalgridus.com/non_html/RI_DG_Interconnection_Tariff.pdf)
  - b. Electric System Bulletin 750 "Specifications for Electrical Installations". ESB 750, available at: [http://www.nationalgridus.com/non\\_html/shared\\_constr\\_esb750.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb750.pdf)
  - c. Electric System Bulletin 756 "Requirements for Parallel Generation Connected to a National Grid-Owned EPS". ESB756D, available at: [www.nationalgridus.com/non\\_html/shared\\_constr\\_esb756.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb756.pdf)
2. The Interconnecting Customer is required to address any outstanding requirements (that are not explicitly addressed herein), which are described in the most recent application review memo and/or study report (which is hereby incorporated in its entirety) provided by the Company on or prior to the Effective Date of this Interconnection Service Agreement.
  - a. If the Effective Date of this Interconnection Service Agreement precedes the issuance of a required Detailed Study by the Company, the Interconnecting Customer is also required to address any outstanding requirements described in the Detailed Study Report upon its issuance.
3. Interconnecting Customer shall adhere to the requirements identified in the Impact Study dated 9/24/2020.
4. Interconnecting Customer shall provide Compliance Documentation, including photographs, as requested by, and to the satisfaction of, the Company.
5. Interconnecting Customer may not be allowed to operate with the local EPS in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may disconnect the Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

**Exhibit H – Interconnection Service Agreement**

6. Per section 6.4 of this agreement, Interconnecting Customer shall provide an external AC UTILITY DISCONNECT, accessible at all times by National Grid personnel.
7. Interconnecting Customer's AC UTILITY DISCONNECT switch shall be labeled "AC UTILITY DISCONNECT".
8. The AC UTILITY DISCONNECT shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.
9. If the AC UTILITY DISCONNECT switch is not adjacent to the meter and/or PCC, Interconnecting Customer shall provide a permanent plaque locating the switch.
10. All plaques as described in NEC 705.10, 705.12 (7), 690.56, 692.4 and 705.70 shall be installed, as applicable.
11. All Interconnecting Customer-Owned meters shall be labeled "CUSTOMER-OWNED METER"
12. Interconnecting Customer shall install a permanent plaque or directory at the revenue meter and at the PCC with a warning about the generator(s) installed.
13. Interconnecting Customer shall be responsible for providing necessary easements and/or environmental and/or municipal permits, as requested by the Company.
14. For systems greater than 25kW, Interconnecting Customer shall provide a means of communication to the National Grid revenue meter. This may be accomplished with an analog/POTS (Plain Old Telephone Service) phone line (capable of direct inward dial without human intervention or interference from other devices such as fax machines, etc.), or – in locations with suitable wireless service, a wireless meter. Feasibility of wireless service must be demonstrated by Interconnecting Customer, to the satisfaction of National Grid. If approved, a wireless-enabled meter will be installed, at the customer's expense. If and when National Grid's retail tariff provides a mechanism for monthly billing for this service, the customer agrees to the addition of this charge to their monthly electric bill. Interconnecting Customer shall have the option to have this charge removed, if and when a POTS phone line to National Grid's revenue meter is provided.
15. For systems with redundant relaying, Company witness testing will be required. Customer shall develop, and provide for approval, a functional test procedure, including settings for relaying scheme. Witness test plan must be approved by Company prior to scheduling Company personnel for witness test.
16. Interconnecting Customer may only generate onto the feeder referenced in the Impact Study. National Grid's Regional Control Center must first give permission to the customer to allow the operation of their system.
17. Interconnecting Customer's protection scheme submitted for review must meet National Grid's specific protection requirements. Interconnecting Customer shall submit a PE stamped one-line, including relay settings, that meets the requirements specified within this document to National Grid for review and approval, before a Witness Test plan can be reviewed. Please refer to "Expedited/Standard Process Completion Documentation Checklist", per Company's website for additional required documentation.
18. In order to minimize the impact of the proposed generation on the EPS and area customers, National Grid will require that the reactive contribution of the PV interconnection be maintained between a 99% leading and lagging power factor at the PCC during the normal operation of the PV array. In addition, The PV interconnection shall not contribute to greater than a 3.0% change in voltage on the National Grid EPS under any conditions.
19. The Customer shall be responsible for obtaining all easements and permits required for any line extension not on public way in accordance with the Company's requirements. The Customer shall provide unencumbered direct access to the Company's facilities along an accessible plowed driveway or road, where the equipment is not behind the Customer's locked gate. In those cases where Company equipment is required to be behind the Customer's locked gate, double locking, with both the Company's and Customer's locks shall be employed.

**Exhibit H – Interconnection Service Agreement**

20. The Interconnecting Customer is responsible for coordinating with Verizon for any Verizon work. These costs will be billed directly to the customer from Verizon. It will be the responsibility of the customer to obtain any and all easements and required permitting for work that takes place on private property.

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

If the Company's Retail Customer (account holder) is not the owner (and/or operator) of the Facility, then Exhibit I - Agreement Between the Company and the Company's Retail Customer - shall be signed by the Company's Retail Customer and executed by the Company, and shall be considered part of this Interconnection Service Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the Exhibit I associated with this application changes.

**Attachment 6: System Modifications Construction Schedule**

Below is an estimated construction schedule. This schedule is conceptual, and shows the duration of the facility's milestones from a "start-date" to an "in-service" date, in calendar days. This conceptual schedule is based upon assumptions and knowledge regarding the project, the site, and activities as of the date of the impact study. These estimations of construction time frames and total duration do not include any time that the Company's performance is on hold, delayed, or interrupted, including, without limitation, while waiting on information or on the performance of obligations by the Interconnecting Customer and/or third parties (including, without limitation, Verizon, ISO-NE, Railroad), as a result of unknown environmental and/or permitting issues, events of force majeure, and/or as a result of required transmission outages.

The start-date for this construction schedule is deemed to have occurred once : (1) the Interconnection Service Agreement ("ISA") has been executed (i.e., signed) by both National Grid ("Company") and the Interconnecting Customer ("Customer"); and (2) the first payment has been submitted by the Customer to the Company, provided , however, that the Company shall not be required to provide any services or order any equipment without receiving adequate payment therefore from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer.

**Exhibit H – Interconnection Service Agreement**

**Attachment 6 - Appendix A: System Modifications Construction Schedule**

Total Duration for Construction: 27 weeks

Milestone	Estimated Duration	Responsible Party
First Payment	Start	Customer
Distribution System Modification Design [Include from start of schedule, engineering and design line items from distribution schedule]	10 weeks	National Grid
Secure Required Permits/Easements and Petition for National Grid Work (Before Construction Begins)	6 weeks	National Grid and Customer
Submit Final Payment (Before Construction Begins)	As per ISA	Customer
Distribution System Schedule Coordination and Construction [Include schedule coordination and construct service connections facilities line item from distribution schedule]	11 weeks	National Grid

\* Milestones may be contingent on Verizon schedule and/or ISO-NE approval of outages. Customer is responsible to coordinate directly with Verizon. This schedule does not include any Design or Construction Time required by Verizon.

**REGISTRATION** ✕

- Change Profile
- EMA Link Setup

**ACCOUNT MANAGEMENT** ✕

- Login Management
- API Management

**ACCOUNT INFORMATION** ✕

Company ID: 19867

Company Name: Holliston Sand Company, Inc

Account Administrator Email: w.shortiii@verizon.net; carmine@hollistonsand.com; ppbaillargeon@aol.com

Account Administrator Phone: (401) 766-5010; (917)206-0001


**INBOX** ✕

**ASSET MANAGEMENT** ✕

Total Assets **1**

Unit ID	Plant - Unit	Reveal Output to Regulators	Generator Type	Status	Modify Generation/Emission
NON229160	Holliston Sand Solar - BTM	Yes	Non-NEPOOL Gen	Pending	APR 2025

[View All Forward Certificates](#) | [Create Forward Certificate](#) | [View Emission Entry History](#)

Register Non-NEPOOL Generator 

Register DR Generator (One Only)

(New NEPOOL Generators will appear above after registration in MSS.)

**MESSAGE NOTIFICATION - LAST 30 DAYS** ✕

Total Messages **0**

Message Type	Message	Created Date
No Records!		



**IMPORT** ✕

Control Area	Year	Month	Energy Imports (MWh)	Project Meter Data (MWh)	Maximum MWh to Claim	Certificates to be Issued	System Mix
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**Exhibit H – Interconnection Service Agreement**

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of 4/1/2021 (“Effective Date”) is for application number “29382598” and Case Number “265536” is entered into, by and between **The Narragansett Electric Company (doing business as National Grid)**, a Rhode Island corporation with a principal place of business at **280 Melrose St., Providence, RI 02907** (hereinafter referred to as the “Company”), and **Holliston Sand Company, Inc.**, a C-Corporation with a principal place of business (or residence) at **PO Box 1168, Slatersville RI 02876** (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **32 Old Forge Road, North Smithfield RI 02896**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

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

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**
  - 4.1 This Agreement may be terminated under the following conditions.
    - 4.1.1 The Parties agree in writing to terminate the Agreement.
    - 4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
    - 4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
    - 4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
    - 4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.
  - 4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
  - 4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 3 will include a payment and construction schedule for both parties.

**5.1 Cost or Fee Adjustment Procedures.** The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the

**Exhibit H – Interconnection Service Agreement**

Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

**5.2 Final Accounting.** The Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between the (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications and for any Impact or Detailed Study performed by the Company, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications and studies. Costs that are statutorily-based shall not be subject to either a final accounting or reconciliation under this provision (e.g. statutorily set study fees for the ISRDG), but may be reconciled at any time only if the costs exceed the statutory fee, and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement for the System Modifications and in the Impact and/or Detailed Study Agreements (as applicable) for the studies performed by the Company exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this applicable agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

**6. Operating Requirements**

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

**6.2 No Adverse Effects; Non-interference.** Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

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

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

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

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

**6.4.2 Company Right to Access Company-Owned Facilities and Equipment.** If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

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

**7. Disconnection****7.1 Temporary Disconnection**

**7.1.1 Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

**7.1.2 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 (7) 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 (7) days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

**7.1.3 Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

**7.1.4 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 forty five (45) days to correct such adverse operating effect has elapsed.

**7.1.5 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.

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

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

**7.2.1** 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.**

**11.1 General Liability.**

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
  - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
  - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
  - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.
- 11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. 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.

**Exhibit H – Interconnection Service Agreement**

- 11.1(d) The general liability insurance required to be purchased in this Section 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 State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (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 R.I.G.L. Chapter 9-31 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 R.I.G.L. Chapter 9-31 by the Governmental Entity.

**11.2 Insurer Requirements and Endorsements.** All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "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 the 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 (e) 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.

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

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

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three (3) years on all policies written on a "claims-made" basis.

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

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

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

**12. Indemnification.** Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, 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.

**Exhibit H – Interconnection Service Agreement**

- 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 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.

**17. Notices.**

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: **The Narragansett Electric Company**  
**Attention: Distributed Generation**  
**40 Sylvan Road**  
**Waltham, MA 02451-1120**  
**E-mail: distributed.generation@nationalgrid.com**

If to Interconnecting Customer: **Holliston Sand Company, Inc**  
**Attention: Carmine Iacune**  
**PO Box 1168**  
**Slatersville, RI 02876**  
**Phone: 401-766-5010**  
**E-mail: carmine@hollistonsand.com**

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

**Exhibit H – Interconnection Service Agreement**

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

**18. Default and Remedies**

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

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

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

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

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

20. **Supersedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission 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 State of Rhode Island and the Providence Plantations 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.

**Exhibit H – Interconnection Service Agreement**

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.

Holliston Sand Company, Inc:

The Narragansett Electric Company (d/b/a National Grid):

Name: CARMINA LACUNZA

Name: Jared DeSousa

Title: President

Title: CEI Consultant

Date: 3/15/2021

Date: 4/1/2021

Signature: [Handwritten Signature]

Signature: Jared DeSousa

**Exhibit H – Interconnection Service Agreement****Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling**

Interconnecting Customer has proposed a 990 kW photovoltaic system located at **32 Old Forge Road, North Smithfield, RI 02896**. The proposed Facility is an Independent Power Producer (“IPP”). Facilities will interconnect to the National Grid electric system via the Woonsocket Substation, 13.8 kV distribution feeder 26W7, (“Point of Interconnection” or “POI”).

**a) Description of proposed design/configuration:**

- Customer owned 990 kW/kVA of inverter-based DG via six (6) SMA Peak3 150-US 150 kW/kVA inverters and one (1) SMA Peak3 150-US de-rated to 90 kW/kVA
- Customer owned 1,000 kVA, wye grounded / wye grounded interface transformer with an impedance of  $Z=5.75\% \pm 7.5\%$  and an X/R ratio of 4.67 Recloser/Fuses [type of control
- Customer owned 41 kVA, delta-wye grounded grounding transformer with an impedance of  $Z=118.07$  Ohms and an XR ratio of 4.
- Customer owned recloser and SEL-651R relay assembly
- Customer owned group-operated 15 kV load break switch

**b) Metering:** The company will install (1) pole-mounted primary meter, please refer to ESB 750 and ESB 756 Appendix D for service installation and primary meter installation.

**c) PCC:** The Company’s Design Personnel will determine the exact location of the Company’s facilities and the Customer’s gang operated disconnect. The Customer’s gang operated disconnect must be accessible by the Company’s personnel at all times, and be capable of being locked open and tagged by Company personnel. The Point of Common Coupling (PCC) will be designated as the Customer’s side of the Company’s primary meter. The Interconnecting Customer must install their Facilities up to the Company revenue meter. The Interconnecting Customer must provide sufficient conductor to allow the Company to make final connections at the meter pole. The Company will provide final connection of the Interconnecting Customer conductors to the Company meter.

**Exhibit H – Interconnection Service Agreement****Attachment 2: Description of System Modifications**

National Grid System Modifications required for the interconnection of 990 kW (AC) application as identified in the impact study are as follows:

**On the Customer's property:**

- Install approximately 200 circuit feet of 1/0 AAAC conductor off of pole #24 Tiff Road for interconnection equipment
- Install one (1) recloser on proposed pole #24-2
- Install one (1) loadbreak switch on proposed pole #24-1
- Install one (1) bi-directional primary meter on proposed pole #24-3
- Remove existing pole #24-30 Tiff Road and associated equipment
- Install Three (3) new poles

**On the Company's distribution system:**

- Replace 3-100k fuses at P0-50 Black Plain Road with a recloser

**At the Company's substation:***Common substation modifications:*

- Install Ground Fault Detection (3V0) on Woonsocket substation transformer TR1

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Terms and Conditions for Distribution Service, tariff R.I.P.U.C. No. 2180, as amended from time to time.

**Exhibit H – Interconnection Service Agreement****Attachment 3: Costs of System Modifications and Payment Terms**

At present, System Modification Costs associated with this application are: **\$238,346.00** +/- 25% and itemized as follows:

- Total cost of facility specific system modifications on the Interconnecting Customer's (or other private) property as mentioned in Attachment 2 above: **\$140,000.00** (includes capital, removal, and O&M costs).
- Total cost of facility specific system modifications on the Company's distribution system as mentioned in Attachment 2 above is **\$60,000.00** (includes capital, removal, and O&M costs).
- Total cost of common system modifications (**NECO**) at the distribution side of the Woonsocket Substation as mentioned in Attachment 2 above is \$160,846.00 (includes capital, removal, and O&M costs). The cost for this modification will be shared on a pro-rata basis with RI-19733795, RI-24201390, RI-20419956, RI-24308984, RI-24234726, RI-25258977, RI-25255833, RI-24845370. RI-29382598 will be responsible for 5.4% or **\$8,686.00**.
- Cost of witness testing, engineering review, EMS Integration and implementation of protective device settings: **\$7,500.00**.
- Tax gross-up adder on capital costs is or \$22,160.00. *(A 2021 tax rate of 11.08% is expected to apply to contributions in aid of construction ("CIAC") payments received by The Narragansett Electric Company from the Interconnecting Customer, and a 2016 tax rate of 11.42% is expected to apply to CIAC payments associated with substation modifications for interconnections. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.*

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

The Total System Modifications Costs and the Facility System Modification Costs do not include any costs for Third Party Rights and Approvals (as defined in Attachment 2) or any Verizon system modification costs and charges (and fees for services related thereto), for which the Interconnecting Customer may be directly responsible. These costs, to the extent applicable, are in addition to the Total System Modifications Costs and the Facility System Modification Costs and must be paid directly by the Interconnecting Customer to the appropriate third party

Additional costs may be involved if the required pole work takes place in Telephone Company Maintenance Areas. These costs will be billed directly to the Interconnecting Customer from the Telephone Company.

**Exhibit H – Interconnection Service Agreement****Payment Terms:**

System Modifications Costs may be paid in full if less than \$25,000, or if greater than \$25,000 in scheduled payments (per Section 5.5 of R.I.P.U.C. No. 2180):

- The first payment (25%) of **\$59,586.00** is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second and final payment (75%) of **\$178,760.00** is due within 15 business days from the receipt of the second and final payment invoice. The second and final invoice will be sent when National Grid reaches that point in design when long-lead time material items are ready to be ordered, or no later than 05/13/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

If the design of the System Modifications changes during the design as a result of permitting or access issues, the company reserves the right to adjust the cost of the Systems Modifications prior to issuing the second and final invoice.

A more detailed breakdown of estimated costs may be found within the System Impact Study dated 9/24/2020.

The physical construction of system modifications will not commence until full payment is received. Nothing herein shall prevent the Interconnecting Customer from making any payment, or the full payment, due to the Company earlier than the dates provided above. Funds received may be immediately expended or committed as determined by the Company in its sole discretion.

**Attachment 4: Special Operating Requirements, if any**

The generating system may only normally generate onto the 26W7 feeder and National Grid's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system. The generator may not be allowed to operate with the local electrical power system (EPS) in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may choose to disconnect the customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

1. The Interconnecting Customer is required to adhere to the following standards which are incorporated in their entirety by reference:
  - a. National Grid's Standards for Interconnecting Distributed Generation (R.I.P.U.C. 2180), available at: [http://www.nationalgridus.com/non\\_html/RI\\_DG\\_Interconnection\\_Tariff.pdf](http://www.nationalgridus.com/non_html/RI_DG_Interconnection_Tariff.pdf)
  - b. Electric System Bulletin 750 "Specifications for Electrical Installations". ESB 750, available at: [http://www.nationalgridus.com/non\\_html/shared\\_constr\\_esb750.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb750.pdf)
  - c. Electric System Bulletin 756 "Requirements for Parallel Generation Connected to a National Grid-Owned EPS". ESB756D, available at: [www.nationalgridus.com/non\\_html/shared\\_constr\\_esb756.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb756.pdf)
2. The Interconnecting Customer is required to address any outstanding requirements (that are not explicitly addressed herein), which are described in the most recent application review memo and/or study report (which is hereby incorporated in its entirety) provided by the Company on or prior to the Effective Date of this Interconnection Service Agreement.
  - a. If the Effective Date of this Interconnection Service Agreement precedes the issuance of a required Detailed Study by the Company, the Interconnecting Customer is also required to address any outstanding requirements described in the Detailed Study Report upon its issuance.
3. Interconnecting Customer shall adhere to the requirements identified in the Impact Study dated 9/24/2020.
4. Interconnecting Customer shall provide Compliance Documentation, including photographs, as requested by, and to the satisfaction of, the Company.
5. Interconnecting Customer may not be allowed to operate with the local EPS in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may disconnect the Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

**Exhibit H – Interconnection Service Agreement**

6. Per section 6.4 of this agreement, Interconnecting Customer shall provide an external AC UTILITY DISCONNECT, accessible at all times by National Grid personnel.
7. Interconnecting Customer's AC UTILITY DISCONNECT switch shall be labeled "AC UTILITY DISCONNECT".
8. The AC UTILITY DISCONNECT shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.
9. If the AC UTILITY DISCONNECT switch is not adjacent to the meter and/or PCC, Interconnecting Customer shall provide a permanent plaque locating the switch.
10. All plaques as described in NEC 705.10, 705.12 (7), 690.56, 692.4 and 705.70 shall be installed, as applicable.
11. All Interconnecting Customer-Owned meters shall be labeled "CUSTOMER-OWNED METER"
12. Interconnecting Customer shall install a permanent plaque or directory at the revenue meter and at the PCC with a warning about the generator(s) installed.
13. Interconnecting Customer shall be responsible for providing necessary easements and/or environmental and/or municipal permits, as requested by the Company.
14. For systems greater than 25kW, Interconnecting Customer shall provide a means of communication to the National Grid revenue meter. This may be accomplished with an analog/POTS (Plain Old Telephone Service) phone line (capable of direct inward dial without human intervention or interference from other devices such as fax machines, etc.), or – in locations with suitable wireless service, a wireless meter. Feasibility of wireless service must be demonstrated by Interconnecting Customer, to the satisfaction of National Grid. If approved, a wireless-enabled meter will be installed, at the customer's expense. If and when National Grid's retail tariff provides a mechanism for monthly billing for this service, the customer agrees to the addition of this charge to their monthly electric bill. Interconnecting Customer shall have the option to have this charge removed, if and when a POTS phone line to National Grid's revenue meter is provided.
15. For systems with redundant relaying, Company witness testing will be required. Customer shall develop, and provide for approval, a functional test procedure, including settings for relaying scheme. Witness test plan must be approved by Company prior to scheduling Company personnel for witness test.
16. Interconnecting Customer may only generate onto the feeder referenced in the Impact Study. National Grid's Regional Control Center must first give permission to the customer to allow the operation of their system.
17. Interconnecting Customer's protection scheme submitted for review must meet National Grid's specific protection requirements. Interconnecting Customer shall submit a PE stamped one-line, including relay settings, that meets the requirements specified within this document to National Grid for review and approval, before a Witness Test plan can be reviewed. Please refer to "Expedited/Standard Process Completion Documentation Checklist", per Company's website for additional required documentation.
18. In order to minimize the impact of the proposed generation on the EPS and area customers, National Grid will require that the reactive contribution of the PV interconnection be maintained between a 99% leading and lagging power factor at the PCC during the normal operation of the PV array. In addition, The PV interconnection shall not contribute to greater than a 3.0% change in voltage on the National Grid EPS under any conditions.
19. The Customer shall be responsible for obtaining all easements and permits required for any line extension not on public way in accordance with the Company's requirements. The Customer shall provide unencumbered direct access to the Company's facilities along an accessible plowed driveway or road, where the equipment is not behind the Customer's locked gate. In those cases where Company equipment is required to be behind the Customer's locked gate, double locking, with both the Company's and Customer's locks shall be employed.

**Exhibit H – Interconnection Service Agreement**

20. The Interconnecting Customer is responsible for coordinating with Verizon for any Verizon work. These costs will be billed directly to the customer from Verizon. It will be the responsibility of the customer to obtain any and all easements and required permitting for work that takes place on private property.

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

If the Company's Retail Customer (account holder) is not the owner (and/or operator) of the Facility, then Exhibit I - Agreement Between the Company and the Company's Retail Customer - shall be signed by the Company's Retail Customer and executed by the Company, and shall be considered part of this Interconnection Service Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the Exhibit I associated with this application changes.

**Attachment 6: System Modifications Construction Schedule**

Below is an estimated construction schedule. This schedule is conceptual, and shows the duration of the facility's milestones from a "start-date" to an "in-service" date, in calendar days. This conceptual schedule is based upon assumptions and knowledge regarding the project, the site, and activities as of the date of the impact study. These estimations of construction time frames and total duration do not include any time that the Company's performance is on hold, delayed, or interrupted, including, without limitation, while waiting on information or on the performance of obligations by the Interconnecting Customer and/or third parties (including, without limitation, Verizon, ISO-NE, Railroad), as a result of unknown environmental and/or permitting issues, events of force majeure, and/or as a result of required transmission outages.

The start-date for this construction schedule is deemed to have occurred once : (1) the Interconnection Service Agreement ("ISA") has been executed (i.e., signed) by both National Grid ("Company") and the Interconnecting Customer ("Customer"); and (2) the first payment has been submitted by the Customer to the Company, provided , however, that the Company shall not be required to provide any services or order any equipment without receiving adequate payment therefore from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer.

**Exhibit H – Interconnection Service Agreement**

**Attachment 6 - Appendix A: System Modifications Construction Schedule**

Total Duration for Construction: 27 weeks

Milestone	Estimated Duration	Responsible Party
First Payment	Start	Customer
Distribution System Modification Design [Include from start of schedule, engineering and design line items from distribution schedule]	10 weeks	National Grid
Secure Required Permits/Easements and Petition for National Grid Work (Before Construction Begins)	6 weeks	National Grid and Customer
Submit Final Payment (Before Construction Begins)	As per ISA	Customer
Distribution System Schedule Coordination and Construction [Include schedule coordination and construct service connections facilities line item from distribution schedule]	11 weeks	National Grid

\* Milestones may be contingent on Verizon schedule and/or ISO-NE approval of outages. Customer is responsible to coordinate directly with Verizon. This schedule does not include any Design or Construction Time required by Verizon.