

**MASTER ADMINISTRATIVE SERVICES AGREEMENT FOR  
SMART MUNICIPAL AGGREGATION MASTER  
MEMORANDUM OF UNDERSTANDING**

**March 26th, 2021**

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is between NextGrid Inc, a Delaware Corporation, ("Master Provider" or "Provider" and where any of its Affiliates, as such entity is defined in the MOU Agreement (as defined below), that executes a Form of Systems Appendix under the MOU indicating its intention to be deemed a Provider therein may also be referred to herein as a Provider); the City of North Adams, Massachusetts, with its principal offices located at 10 Main Street, North Adams, MA 01247 ("Off-Taker"); and Colonial Power Group, Inc., a Massachusetts corporation with its principal office in Marlborough, Massachusetts ("Colonial"). Provider, City and Colonial may be referred to herein individually as a "Party" or collectively as the "Parties." Capitalized terms not defined herein shall have the meanings set forth in the MOU Agreement.

**WITNESSETH:**

A. WHEREAS, certain Affiliates of Master Provider intend to construct, install, own, operate, and maintain solar photovoltaic systems (the "Systems") or each individually a System ("System") that will qualify as "Low Income Community Shared Solar Tariff Generating Units" ("LISGU") under the DOER's SMART Program rules and guidelines and the Massachusetts utility Solar Massachusetts Renewable Target ("SMART") Program tariffs ("SMART Requirements").

B. WHEREAS, the Off-Taker has established and operates a Municipal Aggregation Plan ("MAP" or "Plan") for eligible consumers within its geographical boundaries and the Off-Taker has signed or will periodically sign electric service agreements with competitive retail electric suppliers ("Supplier") on behalf of the MAP and such agreements will allow for eligible customers of the MAP to take electric supply service from such Suppliers throughout the Term;

C. WHEREAS, each Provider proposes to secure and retain low-income residential off-take customers through the MAP and provide funding ("Allocated Value") for a discount to the price of electricity delivered to low-income customers of the Plan ("MAP Price Discount"), in order to attain and maintain, to the satisfaction of the DOER, the eligibility of the Systems, including the collective portions committed to the MAP therein ("Allocated Capacity"), to qualify under the SMART Program and receive a low-income community shared solar compensation rate adder ("Adder") or incentive payment under SMART throughout the duration of a certain SMART Municipal Aggregation Master Memorandum of Understanding by and between Master Provider and Off-Taker of even date herewith ("MOU Agreement");

D. WHEREAS, the Master Provider and Off-Taker agree that a range of administrative services are required for the efficient implementation and management of the terms of the MOU Agreement and this Administrative Services Agreement to retain eligibility for the LISGU incentive payments available to each Provider pursuant to the SMART regulations; and

E. WHEREAS, the Master Provider and Off-Taker agree to retain Colonial for the compensation described herein to provide administrative services to Master Provider and its Affiliate Providers and Off-Taker including: (i) management of the inter-relation between each Provider's production and the consumption of the Off-Taker's MAP or other customers; (ii) management and confirmation of the delivery of the MAP Price Discount to customers of the MAP by the MAP's Suppliers; and (iii) satisfaction of reporting and audit requirements of the DOER or other agencies or parties, both as necessary to secure uninterrupted benefits available to both the Providers and Plan customers through the SMART program throughout the duration of this Agreement; and such other related tasks as may be periodically agreed upon by the Master Provider and Off-Taker ("Administrative Services").

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Responsibilities of Master Provider**

The Master Provider shall:

a. For each contracted LISGU, deposit not less than fifteen (15) days prior to the due date, into such account established by Colonial pursuant to the terms of the Escrow Agreement of even date herewith between Master Provider and Colonial ("Escrow Agreement") such amounts due and payable to maintain the Minimum Balance as defined in the Escrow Agreement, for the benefit of Suppliers to the Off-Taker's MAP.

b. Make timely payments of Allocated Value to Colonial pursuant to Section 5 of this Agreement.

c. Make timely payments to Colonial for its provision of Administrative Services pursuant to Section 7 of this Agreement.

**2. Responsibilities of Providers**

Each Provider shall:

a. File or submit to the DOER or such other regulatory agencies, with Colonial's and the Off-Taker's assistance in accordance with the terms of this Agreement, the MOU Agreement or any applicable Systems Appendix executed pursuant to the MOU Agreement, any information required pursuant to the SMART Requirements to qualify and maintain such Provider's Systems as LISGUs, wherein electricity or bill credits shall be allocated or applied to relevant customers through municipal load aggregation programs, in accordance with 225 CMR 20.06, and/or other applicable SMART Requirements. As stated herein, Off-Taker and Colonial shall supply Provider within five (5) business days of request by Provider with such other information and documentation within their control as may be reasonably needed for any filing or

submission by Provider. Provider will respond timely to reasonable requests from Colonial and/or Off-Taker regarding its responsibilities and systems status with respect to SMART Requirements.

b. Provide on a timely basis and with such assistance from Colonial and the Off-Taker as is appropriate, any necessary information or reports to the relevant electric distribution company as may be required under the SMART Program. As stated herein, Colonial and the Off-Taker will supply Provider within five (5) business days of request from Provider such information and documentation within their control as may be reasonably needed for such information or reports.

c. Make timely payments to Colonial pursuant to Section 5 of this Agreement for its share of Allocated Value not otherwise paid by Master Provider.

d. With Colonial's assistance in accordance with the terms of this Agreement, prepare and submit any required reports to the DOER, and assist Colonial, on its own behalf or that of the Off-Taker, in any filing or submittal required by any other agency of the Commonwealth.

e. Make timely payments to Colonial for its share of Administrative Services pursuant to Section 7 of this Agreement not otherwise paid by Master Provider.

f. If it becomes necessary or appropriate to arrange for Allocated Capacity of any Systems to be applied to one or more other MAPs in order to preserve a Provider's eligibility for Adders, Colonial shall apply reasonable efforts to administer such adjustments without incurring cost to any Party herein, including by re-allocating Allocated Capacity between or amongst other municipal aggregation plans and Provider and Off-Taker shall enter into an assignment or similar agreement as necessary.

### **3. Responsibilities of the Off-Taker**

The Off-Taker shall:

a. Maintain the MOU Agreement in effect.

b. Cause Suppliers of the MAP to adjust the MAP Price Discount from time to time as directed by Colonial, when and if necessary, in order to align (i) the total Allocated Value received by Colonial, on behalf of Off-Taker, from this and similar agreements between Off-Taker and other third parties with (ii) the total aggregate amount of the discount delivered to MAP low-income customers.

c. Consistent with the MOU Agreement, provide data or make requests for information or take appropriate actions with other parties, such as the Off-Taker's electric

distribution company, to facilitate each Provider's compliance with SMART Requirements or to facilitate or enable Colonial to provide the services described herein.

**4. Responsibilities of Colonial**

Colonial is hereby authorized and directed to and shall:

a. Perform the administrative, billing and payment functions set out in Section 4, 5 and 6 of this Agreement.

b. Take such actions in coordination with the Off-Taker to cause Suppliers of the MAP, including each Supplier's responsibility under its electric services agreement, to deliver the MAP Price Discount to the Off-Taker's MAP's participating low-income customers, as may be reasonably necessary to maintain the eligibility of the Provider for SMART low-income community solar Adders.

c. Establish and manage an operating account on behalf of Off-Taker as further described in this section. The Parties acknowledge and agree that Allocated Value Paid by Provider and total disbursements paid to Supplier will vary considerably by month and season due to the normal and expected fluctuations in solar generation and MAP customer electricity usage. As such and in order to facilitate the provision of consistent and predictable discounts, Colonial shall establish and maintain an "operating account" with a bank in the Commonwealth on behalf of Off-Taker which shall maintain a sufficient balance to enable Colonial to make or receive payments in full and on time pursuant to the terms of this Agreement. Specifically, (i) Provider (and other third parties with similar obligations as Provider to the Off-Taker) shall make payments to Colonial for deposit in the operating account of sufficient amounts for the Allocated Value and Colonial's Administrative Services fee, and (ii) Colonial shall make payments or disbursements from the operating account to Off-Taker's Suppliers. Colonial shall provide reports on payments from such operating account or the account's balance (redacting confidential information related to any third-parties acting in a similar manner to Provider with respect to Off-Taker and providing similar protection to Provider).

d. Monitor the Allocated Value delivered by Provider and advise Off-Taker to adjust the MAP Price Discount, when and if necessary as may be required, including pursuant to SMART Requirements, to align (i) the total Allocated Value received by Colonial, on behalf of Off-Taker, from this and similar agreements between Off-Taker and other third parties, with (ii) the total aggregate amount of the discount delivered to MAP low-income customers.

e. Secure, maintain and present data within five (5) business days of request thereof to a Provider and Off-Taker that may be reasonably requested or that Colonial believes are reasonably required for such Provider's compliance with DOER's SMART Requirements, including specifically customer consumption and MAP Price Discount(s), or Off-Taker's continuation of the Plan.

f. Establish and maintain one or more accounts with a bank located in the Commonwealth of Massachusetts consistent with the obligations, terms and conditions of the

Escrow Agreement (an “Escrow Account”). Administer, as appropriate, the Escrow Account in accordance with the terms of the Escrow Agreement.

g. Monitor the performance and periodically audit the relevant statements and accounts of each Supplier serving the Plan to confirm the appropriate provision of MAP Price Discounts to participating MAP customers and provide to Master Provider or Off-Taker reports showing the monthly delivery of Supplier-billed power supply and discounts to affected accounts on both an aggregated and individual account basis.

h. Provide documentation and information within five (5) business days of request thereof necessary for any required Provider Customer Disclosure Forms and reports to the DOER demonstrating the successful delivery of MAP Price Discounts to participating low-income customers, thereby providing verification of the LISGU’s status as a low-income community shared solar system under the SMART Program. Colonial shall assist Providers in making any such filings with the DOER as may be requested by a Provider.

i. In the event a Provider is unable to fully fund any Price Discounts to low income customers from one or more LISGUs under the MOU Agreement, LISGUs are not completed timely or lose any relevant qualifications under the SMART Regulations or otherwise fail to satisfy the requirements of the MOU Agreement and, further, such Provider is unable to provide replacement Allocated Capacity, Colonial shall have the exclusive right, but not the obligation, to secure additional Allocated Capacity from any other owner or operator of appropriate solar generating facilities. Colonial shall not be liable if unable to secure replacement capacity.

5. Allocated Value Payment.

a. Master Provider shall pay to Colonial the Allocated Value on a monthly basis pursuant to the terms of the MOU Agreement. Provider shall send payment to Colonial within the first fifteen (15) Business Days of receiving payment from utility, along with detailed documentation of associated LISGU output. Failure to do so will be a Provider Payment Default.

b. If applicable, Colonial shall notify Master Provider in writing within ten (10) Business Days following receipt of payment of any dispute or question concerning the correctness of such payment. The Parties shall attempt to resolve any disputes informally among themselves provided, however, that if they are unable to resolve such disputes within thirty (30) days of Colonial’s notification to Master Provider, each Party may initiate any remedies available hereunder.

c. Master Provider shall have ten (10) Business Days from receipt of written notice from Colonial to remedy a Provider Payment Default. Such notice to Master Provider shall constitute as Colonial having provided equivalent notice to any affected Affiliate Provider(s). Upon failure of either Master Provider or affected Affiliate Provider(s) to remedy a Provider Payment Default, Colonial will draw from the Escrow Account as necessary in order for Colonial to make a complete or supplemental payment to Supplier as necessary for all amounts owed to

Supplier pursuant to its electric service agreement with Off-Taker. Colonial shall have no other obligation to make any other payments with respect to a supplier reimbursement.

6. Pursuant to the terms of the electric services agreement between Off-Taker and Supplier, Colonial shall collect from Supplier on a monthly basis a detailed report listing each low-income customer account participating in the program, including kWh volumes billed and the rate charged by the Supplier during the immediately preceding month. Colonial shall pay Supplier an amount equal to the product of the MAP Price Discount and low-income customer consumption based upon the information provided by Supplier that has not been disputed by Colonial or Off-Taker. Colonial's failure to pay Supplier will be a default of this agreement ("Colonial Payment Default") and Master Provider shall have the right to terminate this agreement upon the delivery of notice to Colonial and Off-Taker, provided that Master Provider first provide Colonial with ten (10) Business Days to cure. In the event of such a termination, Colonial shall refund any amount paid by Master Provider but not reimbursed to Supplier.

7. Master Provider shall pay Colonial on a monthly basis for its provision of Administrative Services rendered to Off-Taker and Providers pursuant to this Agreement, where such payment amount shall equal \$0.01 cent per kWh multiplied by the total prior calendar month output of the LISGUs contracted in the MOU Agreement. Master Provider shall send payment to Colonial within the first fifteen (15) Business Days of receiving payment from utility, along with detailed documentation of associated LISGU output. Failure of Master Provider to pay Colonial for its Administrative Services hereunder or to accurately document such payments shall be an event of default and Colonial may terminate this Agreement upon the delivery of notice to Master Provider and the Off-Taker, provided that Colonial first provide Master Provider with ten (10) Business Days to cure. Such notice to Master Provider shall constitute as Colonial having provided equivalent notice to any affected Affiliate Provider(s).


8. This Agreement shall be coterminous with the MOU Agreement (subject to the final sentence of this Section 6), and, if the MOU Agreement is assigned in whole or in part, this Agreement shall be assigned in whole or in part to the same party accepting assignment of the MOU Agreement. At any time during the Term, Master Provider and Off-Taker may, upon Colonial's material and continuing failure to perform its obligations hereunder and after providing Colonial notice of failure and twenty days' for Colonial to remedy its performance, terminate this Agreement upon prior written notice to Colonial and may enter into an agreement with another service provider to continue the services (or any additional or subset of services, as may be mutually agreed between Master Provider and Off-Taker) under this Agreement.

9. Remedies for Payment Default. If a Payment Default occurs (other than an amount that is subject to a good faith dispute), a Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, a Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages (not including consequential or punitive damages) and termination of this Agreement, upon ten (10) days' prior written notice to the Defaulting Party following the Payment Default; provided, however, the Defaulting Party may revoke such termination if it pays the amount due and payable under this Agreement within such ten (10) day period. For the avoidance of doubt, this expressly includes any damages resulting from DOER 225 CMR 20.06.


10. Immunity. Performance under this Agreement by the Off-Taker, its agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants, and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither party to this Agreement shall be exempt from liability for its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of **March 26th, 2021**


**NEXTGRID INC**

By:  \_\_\_\_\_  
Name: Aaron Culig  
Title: President

**CITY OF NORTH ADAMS, MASSACHUSETTS**

By:  \_\_\_\_\_  
Name: Thomas Bernard  
Title: Mayor

**COLONIAL POWER GROUP, INC.**

By:  \_\_\_\_\_  
Mark Cappadona, President