

## PURCHASE POWER AGREEMENT

This Purchase Power Agreement is made between CSSL Limited Partnership (“Producer”) and the City of Burlington, Vermont Electric Department (“BED” or “Buyer”), a Vermont municipal corporation each individually referred to as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, Producer desires to produce and sell Electricity and Other Products Related to Electric Generation and

WHEREAS, BED, as a utility serving load in Vermont, desires to purchase said Electricity and Other Products Related to Electric Generation; and

WHEREAS, Producer and BED desire to enter into this Agreement to provide the terms for the purchase and sale of Electricity and Other Products Related to Electric Generation provided by Producer’s electric generating facility described in attachment A hereto (“the Project”).

NOW, THEREFORE, the Parties agree as follows:

#### **1. DEFINED TERMS**

Capitalized terms used in this Agreement shall have the meanings set forth, in paragraph 30 hereof, or as defined elsewhere in this Agreement or in the Attachments to this Agreement.

#### **2. EFFECTIVE DATE**

This Agreement shall become effective upon execution by both Parties and is of no force and effect whatsoever until that time.

#### **3. MILESTONES**

Attachment B to this Agreement contains the Milestones specific to this Agreement that must be met in order for this Agreement to remain in full force and effect. The Agreement shall be subject to termination in the event that any milestones set forth in Attachment B are not met (see Section 4 of this Agreement for detail on effects of failure to meet milestones).

#### **4. FAILURE TO ACHIEVE MILESTONES**

- a. Producer Failure to Meet Milestones - Should Producer fail to meet any of the milestones set forth in Attachment B as “Producer Milestones,” BED shall have the option to either:
  - i. Declare this Agreement to be null and void and of no further force and effect. In this event, BED shall notify Producer of such failure and of the termination of this Agreement which termination will be effective as of the date of notice. At that time the Parties will have no further obligation to each other.

- ii. Grant an extension relative to any milestone(s) shown in Attachment B, by notifying the Producer in writing of the proposed extension. If Producer does not accept the proposed extension, in writing, within ten (10) business days, this Agreement shall be null and void and of no further force and effect. At that time the Parties will have no further obligation to each other.
- b. BED Failure to Meet Milestones – Should BED fail to meet any of the milestones set for in Attachment B as “BED Milestones” Producer shall have the option to either:
  - i. Declare this Agreement shall be null and void and of no further force and effect. In this event, Producer shall notify BED of such failure and of the termination of this Agreement which termination will be effective as of the date of notice. At that time the Parties will have no further obligation to each other.
  - ii. Grant an extension relative to any milestone(s) shown in Attachment B, by notifying BED in writing of the proposed extension. If BED does not accept the proposed extension, in writing, within ten (10) business days, this Agreement shall be null and void and of no further force and effect. At that time the Parties will have no further obligation to each other.

## **5. INTERCONNECTION REVIEW FEE AND DEPOSIT**

At the time of submission of application for interconnection under Board Rule 5.500, BED may request, and Producer shall tender to BED, \$300 to provide for the review of the application for interconnection. In the event that funds remain unexpended following completion of the review of the application for interconnection, any unexpended amounts will be refunded to Producer. Interest will not accrue on the funds provided or refunded pursuant to this section.

## **6. PROJECT LOCATION, DESIGN AND CONSTRUCTION**

Producer shall construct the Project at the location and in a manner substantially consistent with the specifications set forth in Attachment A. Producer shall utilize Commercially Reasonable Efforts in the design, construction and operation of the Project in accordance with Good Engineering and Operating Practices, the terms and conditions of any certificate of public good and any other Regulatory Approvals issued relative to the Project, and shall be solely responsible for all costs, expenses, liabilities and other obligations associated with the Project. All operations and deliveries shall be subject to the rules and regulations of the ISO-NE bulk power system in effect during the term of this Agreement, and Producer shall be responsible for payment of any costs, sanctions or charges arising from actions or inactions of Producer.

## **7. INTERCONNECTION**

Producer shall be solely responsible for the payment of all costs and the execution of all responsibilities arising under the Interconnection Agreement. At such time as the Interconnection Agreement is approved, it shall be deemed part of this Agreement and a copy shall be appended as Attachment D to this

Agreement. BED shall be named as a named insured under any policies of insurance required under the Interconnection Agreement.

## **8. EXCLUSIVITY**

During the Term of this Agreement, Producer shall not enter into any other agreement for the sale or other conveyance of any portion of the Electricity or any Other Product that is the subject of sale under this Agreement. Producer acknowledges that, by entering into this Agreement, Producer is waiving any and all rights to seek an alternative power sales arrangement, including but not limited to an arrangement through Vermont Public Service Board rules 4.100, 4.300 and 5.100, or under the feed in tariffs allowed under Act 45 of the 2009 Vermont Legislature at any time throughout the term set forth in this Agreement. This waiver shall extend throughout the full term contemplated under this Agreement, even if this Agreement is terminated early for any reason by default, for cause or otherwise, except to the extent that termination is the result of BED failing to meet any of the BED Milestones identified in Attachment B in which case this waiver shall terminate immediately.

## **9. STATION SERVICE**

Station service, if any is provided by BED, shall be priced only in accordance with any applicable tariff, special contract, order or other means approved by the Board.

## **10. DELIVERY OF ELECTRICITY AND TRANSFER OF OTHER PRODUCTS RELATED TO ELECTRIC GENERATION**

- a. Producer hereby unconditionally sells, transfers and assigns to BED all of its right, title and interest in the Electricity and Other Products Related to Electric Generation from the Project. Producer will Deliver Electricity from the Project to BED. Upon request of BED, Producer shall use Commercially Reasonable Efforts to obtain, register, certify or deliver the Other Products Related to Electric Generation or any evidence of the BED's right, title and interest thereto to BED, to the ISO-NE Administered Markets or other markets, or as BED reasonably may otherwise direct. BED shall retain all right, title, and interest in all Other Products Related to Electric Generation. BED shall be entitled, unilaterally and without the consent of Producer, to deal with Other Products Related to Electric Generation in any manner it determines regardless of whether any consideration is separately stated as being received or paid for by BED.
- b. Producer shall use Commercially Reasonable Efforts to insure that the Project is available, to the greatest extent possible, in all hours of the months of December, January, February, and May through September (inclusive). At all other times, Producer will coordinate Project outages (for maintenance or other reasons) with BED to the greatest extent possible.

## **11. METERING AND REPORTING REQUIREMENTS**

Producer shall be responsible for meeting such metering requirements as may be established by BED or by regulatory requirement, all at Producer's expense. The testing of metering equipment shall be at the discretion of BED; provided, however, that BED shall cause such testing to be performed not less than once every five years during the Term of this Agreement if the Project exceeds 100 kw in size.

## **12. RATES AND TERM**

Beginning with Commissioning, BED shall pay Producer in accordance with the rate schedule and for the term set forth in Attachment C hereto and shall receive from Producer all Electricity and Other Products Related to Electric Generation. The final date in the rate schedule set forth in Attachment C corresponds with the end of the Agreement's term.

## **13. PAYMENT TO PRODUCER**

BED shall pay or cause to be paid to Producer amounts calculated in accordance with Attachment C within 45 days of the end of each billing period during which Electricity and Other Products Related to Electric Generation were provided by Producer. BED shall have no obligation whatsoever to make payments to producer for Electricity or Other Products Related to Electric Generation that are not Delivered. As a matter of administrative convenience, BED may wait to send payments to Producer until the total amount due to Producer, net of any set offs, exceeds \$100.00.

## **14. EVENTS OF DEFAULT**

Any breach of this Agreement will constitute an event of default by Producer, as will one or more of the following:

- a. Failure to Deliver any Electricity from the Project for a period of twelve consecutive months at any time after Commissioning.
- b. Producer ceases to hold any Regulatory Approval, which failure or cessation results in a lack of legal right on the part of Producer to continue to operate the Project.
- c. Any information provided by Producer relative to this Agreement or any information, representations or warranties set out in this Agreement is not true or correct in any material respect when given, or Producer commits any act of fraud in relation to this Agreement or any regulatory proceeding relating to the Project.
- d. By agreement, decree, judgment or order of a court, Producer agrees to be treated as and/or is adjudicated bankrupt or insolvent, or real or personal property of the Project is sequestered or subject to the appointment of any third party and such agreement, decree, judgment, order of appointment continues in effect unrevoked, undischarged and unstayed for a period of thirty (30) days after the entry or implementation thereof.
- e. Producer fails or ceases to comply with Good Engineering and Operating Practices.
- f. Producer fails to construct the Project substantially in accordance with the description included as Attachment A to this Agreement (including use of different fuels or change in Project size) without obtaining the prior approval of BED.

## **15. CURE PERIOD; REMEDIES OF BED**

Within five business days of learning of an event of default, BED shall send a written notice to Producer specifying the default and allowing, in BED's reasonable discretion, a cure period of up to 30 days. If the default is not cured within the cure period allowed by BED, BED shall have the option, but not the obligation, to send a notice of termination effective in ten business days, which notice shall be of full force and effect.

#### **16. EFFECT OF TERMINATION OR EXPIRATION**

Termination of this Agreement, whether by expiration or otherwise, shall not affect or prejudice any rights or obligations of either Party, including those relating to amounts payable under this Agreement up to and including the time of any termination.

#### **17. FORCE MAJEURE**

In the event of Force Majeure, BED may suspend the obligations of Producer under this Agreement for a period of up to sixty days. In no case will an event of Force Majeure excuse Producer's failure to perform for a period of more than twelve consecutive months.

#### **18. SECURED LENDER RIGHTS**

- a. Producer shall have the right from time to time, at its cost, to enter into one or more Security Agreements upon such terms as it desires, provided that:
  - (i) in the case of a deed of trust, syndication agreement or similar instrument by which the trustee or syndication agent holds security on behalf of, or for the benefit of, other lenders, only the trustee or agent shall be entitled to exercise the rights and remedies under the Security Agreement as the Secured Lender on behalf of the lenders;
  - (ii) BED have no liability whatsoever under any Security Agreement for the payment of the principal sum secured or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Secured Lender shall not be entitled to seek any damages against the BED for any or all of the same; and
  - (iii) all rights acquired by a Secured Lender under any Security Agreement shall be subject to all of the provisions of this Agreement, including the restrictions on assignment contained herein.
  - (iv) Producer shall provide any entity with whom it intends to enter a Security Agreement with a copy of this Agreement and the Attachments to this Agreement.
- b. While a Security Agreement remains outstanding, and provided that BED has received from Producer prior written notice of the name and address of the Secured Lender, BED shall provide a copy of any written notice of default or termination to the Secured Lender at such time that such notice is sent to Producer. Subject to the provisions of this Agreement, a Secured Lender may enforce any Security Agreement and acquire Producer's interest in the Project in any lawful way,

subject to (1) receipt of any required Regulatory Approvals, (2) the honoring of all obligations of Producer under this Agreement, and (3) payment of all of BED's costs and expenses (including attorney fees) incurred with respect to the acquisition and any related events.

- c. BED, upon request of Producer, may enter into an acknowledgement and agreement, in such standard form as BED may determine from time to time and subject to any Regulatory Approvals that may be required, with Producer and any Secured Lender for the purpose of implementing the Security Agreement protection provisions contained in this Agreement.

## **19. INDEMNIFICATION OF BED**

BED shall not be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use or any property or claims of customers or contractors of the Producer for any such damages. Producer shall indemnify, defend and hold BED and its respective directors, officers, employees, shareholders, advisors, and agents (including contractors and their employees) (collectively, the "Indemnitees") harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, interest accrued thereon (including the costs and expense of, and interest accrued on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable attorney fees and reasonable disbursements in connection therewith), asserted against or suffered by the Indemnitees relating to, in connection with, resulting from, or arising out of the design, construction or operation of the Project or the generation and delivery of Electricity and Other Products Related to Electric Generation therefrom or any occurrence or event relating thereto, or any occurrence or event on Producer's side of the Interconnection Point, or a breach by Producer of any of its representations, warranties, obligations or covenants contained in this Agreement.

## **20. LIABILITY**

1. If Producer is not a single legal entity, then all such entities comprising Producer shall be jointly and severally liable to BED for all representations, warranties, obligations, covenants, and liabilities of Producer under this Agreement.
2. BED's liability under this Agreement shall be limited to payments to Producer pursuant to Sections 13 & 14. In no case shall BED be liable for any damages related to an early termination of this Agreement pursuant to Section 4 (Failure to Meet Milestones).

## **21. RECORD RETENTION**

Producer and BED each shall keep complete and accurate records and all other data required by either of them for the purpose of proper administration of this Agreement. Without limiting the generality of the foregoing, Producer shall keep all records and other documentary evidence that may be necessary to establish, substantiate or maintain any claim or title of BED to any Other Products Related to Electric Generation. All such records shall be maintained as required by law, but for no less than seven (7) years after the creation of the record or data. Producer shall provide or cause to be provided reasonable access to the relevant and appropriate financial and operating records and data kept by it or on its behalf relating to this Agreement reasonably required for BED to comply with its obligations, or to verify billings or to

verify information provided in accordance with this Agreement or relating to compliance by Producer with this Agreement.

## **22. PROJECT INSPECTION**

BED shall have the right to inspect the Project prior to Commissioning and shall have the right to inspect the Project during normal business hours during the term of this Agreement, upon at least five business days' notice to Producer.

## **23. NOTICES**

a. Unless otherwise stated, all notices pertaining to this Agreement shall be in writing and shall be transmitted, by the Party giving notice, via electronic mail, or if such method is unavailable, via facsimile, courier or hand delivery, and addressed to the other Party as follows:

If to Producer:

CSSL Limited Partnership  
412 Farrell Street  
South Burlington, VT 05403  
Facsimile: (802)863-6661

If to BED:

General Manager  
Burlington Electric Department  
585 Pine Street  
Burlington, VT 05401  
Facsimile: (802)865-7400

b. Notice transmitted or delivered as provided above shall be deemed to have been given and received on the day it is transmitted (if by electronic mail or facsimile) or delivered (if by courier or hand delivery), provided such notice is transmitted or delivered on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If a notice is transmitted or delivered after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day. Either Party, by written notice to the other, may change its contact person, electronic mail address, facsimile number or postal address to which notices are to be sent.

## **24. PUBLIC RECORD ISSUES**

Producer acknowledges its understanding that BED is subject to Vermont's Access to Public Records law, 1 V.S.A. § 315 et seq. (Public Records Law). To the extent that BED may receive requests under the Public Records Law for information provided by Producer to BED, BED shall notify Producer of the request not later than the next business day after the request is received. Information related to the development of the Project shall be considered, to the fullest extent permissible, to be trade secrets under 30 V.S.A. § 317(9) for purposes of application of that statute.

**25. BUSINESS RELATIONSHIP**

The relationship between the BED and Producer is that between independent contractors, and nothing in this Agreement shall create or be deemed to create a relationship of partnership, joint venture, fiduciary, principal and agent or any other relationship between the Parties.

**26. NON-PARTY RIGHTS**

Except as set out otherwise in this Agreement, this Agreement shall not confer upon any person or entity, except the Parties and permitted assigns, any rights, interests, obligations or remedies under this Agreement.

**27. ASSIGNMENT**

Producer may not assign its rights and duties under this Agreement without the prior written approval of BED, which approval shall not be unreasonably withheld, and any assignee of Producer shall be required to make a statement in writing assuming all of Producer's obligations under this Agreement. Nothing in this provision shall be deemed to alter Producer's responsibility or obligations to obtain any and all Regulatory Approvals that may be required in conjunction with a transfer of all or part of any legal interest in the Project.

**28. BED SETOFF RIGHTS**

In addition to its other rights of setoff under this Agreement or otherwise arising in law or equity, BED may set off any amounts owed to it by Producer against any monies owed by BED to Producer.

**29. FURTHER ASSURANCES**

- a. Each Party, from time to time on written request of the other Party, shall perform further acts, including execution of documents, as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or Regulatory Approvals pertaining to the Project.
- b. Producer shall provide BED with assurance, in form and substance acceptable to BED, of its ability to perform its obligations under this Agreement, including its obligation to make the Project available to provide energy to BED for the entire term of the Agreement. ("Performance Assurance"). By way of examples, this Performance Assurance may include site control documentation, service agreements, or financial commitments made by Producer which serve to assure BED that anticipated future benefits from the Project will be realized.

### 30. DEFINITIONS

The following terms shall have the respective meanings set forth below for purposes of this Agreement:

- a. Commercially Reasonable Efforts means efforts that are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by this Agreement and that do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities that are reasonable in nature and amount in the context of the transaction contemplated by this Agreement.
- b. Commissioning shall mean the date on which the Project has received all approvals, including approval of the final interconnection, and begins Delivering Electricity to the Distribution System of BED.
- c. Interconnection Agreement means the agreement or agreements entered into between BED and Producer with respect to the connection of the Project to the Distribution System.
- d. Interconnection Costs mean all costs which are payable by Producer with respect to the interconnection of the Project to the Distribution System.
- e. Interconnecting Utility means BED.
- f. Delivered, in the context of Electricity, means delivered to the Interconnection Point and successfully injected into the Distribution System, and Deliver has the corresponding meaning.
- g. Distribution System means the system which is owned and operated by the BED, and includes any structures, equipment or other things used for the purpose of transmitting, distributing, or providing service to end-use customers.
- h. Electricity means electric energy, measured at the Interconnection Point, in kWh.
- i. Force Majeure means any act, event, cause or condition that (i) prevents a Party from performing its obligations, and (ii) is beyond the affected Party's reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure:
  - (1) if and to the extent the Party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by its act, fault or negligence or has failed to use Commercially Reasonable Efforts to prevent or remedy such act, event, cause, or condition and, so far as possible and within a reasonable time period, remove it (except in

the case of strikes, lockouts and other labor disturbances, the settlement of which shall be wholly within the discretion of the party involved);

- (2) if the act, event, cause or condition involves a failure or delay on the part of the Interconnecting Utility or its agents to complete network or system upgrades or otherwise perform responsibilities under an Interconnection Agreement, and such failure or delay is not attributable to a change in specifications of the Interconnection Point or the Project by the Producer;
  - (3) if the act, event, cause or condition is the result of a violation of law or the terms of any regulatory approval by the Party seeking to invoke Force Majeure;
  - (4) if the act, event, cause or condition was caused by a lack of funds or other financial cause; or
  - (5) to the extent that the duration of such act, event, cause or condition prevents a Party from performing its obligations for a period exceeding twelve consecutive months.
- j. Good Engineering and Operating Practices means any of the practices, methods and activities adopted by a significant portion of the North America electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities that, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent generator of Electricity in light of the facts known at the time the decision was made, reasonably could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Laws and Regulations.
- k. ISO-NE means the Independent System Operator-New England, or its successor.
- l. ISO-NE Administered Markets has the meaning given to it by the ISO-NE Market Rules.
- m. ISO-NE Controlled Grid has the meaning given to it by the ISO-NE Market Rules
- n. Meter means a meter owned by or under the control of the Interconnecting Utility that measures and records the quantity of Electricity which passes through it.
- o. Other Products Related to Electric Generation means all products, in addition to Electricity, resulting directly or indirectly from the generation of electricity by the Project unless specifically listed on Attachment C as not being conveyed from Producer to BED.
- p. Secured Lender means the lender(s) under a Security Agreement.

- q. Security Agreement means an agreement or instrument, including a deed or trust or similar instrument securing bonds or debentures, or other evidences of indebtedness, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Producer's Interest granted by the Producer that is security for any indebtedness, liability or obligation of the Producer, together with any amendment, change, supplement, restatement, extension, renewal or modification thereof.
- r. Station Service means the Electricity used at the Project for excitation, on-site maintenance and operation of auxiliary and other facilities that are essential to operation of the Project.
- s. Regulatory Approval means the receipt of any federal, state or local permit, license or other assent of any governmental body, where such assent is required for lawful construction and/or operation of the Project.
- t. Site Control means proof of dominion over real property to the extent necessary to construct the Project in accordance with the description set forth on attachment A. Site control may be established by (1) fee simple title to the property; (2) a valid written leasehold interest in the property for at least the duration of the contract term, (3) a valid written option, unconditionally exercisable by Producer, to purchase or lease such real property, or (4) a duly executed contract for the purchase or lease of such property.
- u. Year 1, where used in Attachment C shall represent the twelve month period commencing with production commencing at the Project. Year 2 shall mean the second twelve month period following.

### **31. MISCELLANEOUS**

#### **c. Headings**

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

#### **d. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.

#### **e. Waiver, Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver or any provision of this Agreement shall constitute a waiver of any other provision nor shall it constitute a continuing waiver or operate as a waiver of, or 11 stoppels with respect to, any subsequent failure to comply, unless otherwise expressly provided.

f. Board jurisdiction

The Vermont Public Service Board shall have jurisdiction to resolve disputes arising under or in connection with this Agreement, to the fullest extent allowed by law.

IN WITNESS WHEREOF, Producer and BED have executed this instrument on the respective dates set forth below.

\_\_\_\_\_ (PRODUCER)

By: \_\_\_\_\_  
Duly authorized agent  
Dated:

City of Burlington, Vermont Electric Department

By: \_\_\_\_\_  
Barbara L. Grimes, General Manager  
Dated:

## Attachment A

### Project description

#### Excerpted from Project §248 application:

PV Module Manufacturer: **Sharp**

Module Model Number: **NU-U235F1**

Number of Modules: **154**

Power Rating per Module: **235 DC Watts**

Total Array Output: **36190 DC Watts**

System Rated Output: **34380.50 AC Watts**

Inverter Manufacture: **SMA America, LLC**

Inverter Model Number: **SMA SB 5000**

Inverter's Continuous AC Rating: **5000 AC Watts**

Describe the physical location of the installation and/or mounting structure: **The installation will be on the roof of Cathedral Square Senior Living, a multi-family, affordable senior housing structure in downtown Burlington. The installation will be supported by an existing rack that formerly supported a solar domestic hot water system that was installed in 1980 and that has since been removed. We have a City zoning permit in hand for this project.**

Describe the physical location of the facility's lockable disconnect switch: **At the metering point on the exterior wall at the ground level by the transformer.**

State whether you are installing your PV system on (*answer yes or no*): **The PV system is being placed on the roof of an existing affordable multi-family housing structure.**

## **Attachment B**

### **Milestones**

#### **PRODUCER MILESTONES**

- a. Within six months of the date of this Agreement, Producer shall file with BED a complete application for interconnection under Board Rule 5.100.
- b. Obtain all Regulatory Approvals required to construct and operate the Project not later than August 1, 2010.
- c. Satisfactory BED pre-Commissioning inspection of the Project not later than September 1, 2010.
- d. Not later than October 1, 2010, the Project shall achieve Commissioning.

#### **BED MILESTONES**

- a. Obtain all required Regulatory Approvals not later than September 1, 2010.

## **Attachment D**

### **Interconnection Agreement**

(The Interconnection Agreement with the Interconnecting Utility must be filed within five business days of its execution.)

Due to changes in state statute embodied in H.781 which was signed by the Governor on June 4, 2010 it is unclear whether projects of the size contemplated in this agreement will require an Interconnection Agreement. Should the Public Service Board rule that such projects do require Interconnection Agreements on will be completed for this project and appended as required. Absent affirmative action to require an Interconnection Agreement by the Public Service Board the requirements of this Attachment D shall be considered fulfilled.