

Exhibit CS-BW-10

Interconnection Agreement

GENERATION INTERCONNECTION AGREEMENT

BETWEEN

GREEN MOUNTAIN POWER CORPORATION

AND

NON-UTILITY GENERATOR: Chelsea Solar LLC

FOR THE

**Chelsea 2 MW Solar Facility
GENERATION PROJECT**

The purpose of this Agreement is to allow for parallel interconnected operation of Non-Utility Generator's electrical generation facility with Green Mountain Power Corporation's electric system.

Effective Date: 3/19/15.

Provided Without Prejudice

**GREEN MOUNTAIN POWER CORPORATION
GENERATION INTERCONNECTION AGREEMENT
WITH Chelsea Solar LLC
FOR THE CHELSEA 2 MW SOLAR FARM GENERATION PROJECT**

This GENERATION INTERCONNECTION AGREEMENT (the “Agreement”) made as of March 19, 2015 (“Effective Date”), by and between GREEN MOUNTAIN POWER CORPORATION, (“GMP”), a Vermont corporation, and Chelsea Solar LLC (“Non-Utility Generator” or “NUG”), (individually a “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, the NUG proposes to own and operate an approximately 2 MW AC electrical generating facility that utilizes photovoltaic panels to produce electricity (the “Generation Facility” or “Facility”) that is to be located at 557 Apple Hill Road, Bennington, VT 05201, for the purpose of generating electric power; and

WHEREAS, under the terms contained in this Agreement, the NUG desires to operate the Facility interconnected in parallel with GMP’s electric system; and

WHEREAS, GMP will permit NUG to interconnect its Facility with the GMP electric system in accordance with the terms hereinafter set forth, and in accordance with the existing rules and regulations of the Vermont Public Service Board (the “Board”).

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree that the following terms and conditions shall govern the operation and maintenance of the interconnection of the NUG’s Generation Facility with GMP’s electric system.

1. DEFINITIONS

For the purposes of this Agreement, the underlined terms below shall have the following meanings:

- 1.1. Point of Common Coupling (“PCC”) shall be the point where GMP’s 12.47 kV distribution system in the Town/City of Bennington connects with the NUG’s Facility, (specifically, Mill Street substation, circuit #50, on the load side of the disconnects on the Line 2136, Pole 28 primary riser) to allow the NUG’s generation equipment to operate interconnected in parallel with the GMP electric system.
- 1.2. Prudent Engineering and Operating Practices shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry) that at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation

including, but not limited, to the National Electric Safety Code, the National Electric Code and other applicable codes, reliability, safety, environmental protection, economy and expedition. With respect to the Facility, Prudent Engineering and Operating Practices include but are not limited to taking reasonable steps to ensure that:

- (1) Preventative, routine and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools.
- (2) Equipment is not operated in a reckless manner, or in a manner unsafe to the public or the environment.

Prudent Engineering and Operating Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the ISO New England region.

- 1.3. Decommissioning or Decommissioned shall refer to the removal and remediation associated with the end of the useful life of the Facility or the termination or earlier expiration of this Agreement. Upon Decommissioning of the Facility, the NUG shall reimburse GMP for the reasonable and actual costs incurred by GMP to disconnect the Facility and remove the GMP interconnection facilities in accordance with Prudent Engineering and Operating Practices. GMP shall make determinations regarding the extent of such removal and remediation actions in a reasonable, non-discriminatory manner and consistent with Prudent Engineering and Operating Practices.

2. DESCRIPTION OF THE FACILITY AND THE SITE

- 2.1. The Facility shall have the characteristics as described in the Technical Requirements appended to and made a part of this Agreement as Appendix A.
- 2.2. The NUG is responsible for the design of its interconnection facilities and GMP has the right to approve or disapprove the design of the interconnection facilities. The requirements specified in this Agreement are solely for the protection of the GMP's electric system and facilities. GMP takes no responsibility for the adequacy of any required interconnection equipment in protecting the NUG's Facility.
- 2.3. The NUG shall be responsible for construction and maintenance costs of the NUG's interconnection facilities described herein. GMP shall use commercially reasonable efforts to cooperate with the NUG in meeting the requirements necessary for the NUG to commence parallel operations by the date on which construction of the Facility has been completed.

- 2.4. The NUG is responsible to make any future enhancements to its Facility that may become necessary to operate the NUG's Facility consistent with Prudent Engineering and Operating Practices due to improvements and/or changes made to the GMP electric system. Failure to do so will result in disconnection of the NUG's Facility from the GMP electric system.

3. **MODIFICATION OF THE FACILITY**

GMP has the right to immediately suspend interconnection service in cases where material modification to the Facility or interconnection facilities have been implemented without prior written authorization from GMP.

4. **GOVERNMENTAL ACTIONS**

The NUG and GMP shall at all times comply with all valid and applicable federal, state and local laws, rules, regulations, orders and other governmental actions.

5. **TERM**

- 5.1. Subject to any required approval of the Board, this Agreement shall continue in full force and effect for a period of twenty-five (25) years from the SPEED Standard Offer Contract Commissioning Date unless terminated earlier pursuant to the terms hereof (the "Term").
- 5.2. Unless the NUG has built and commissioned the Facility by April 19, 2016 (the commissioning date per SPEED Agreement), this Agreement shall automatically terminate.
- 5.3. Following the end of the Term, the Parties shall no longer be bound by the terms and conditions of this Agreement, except to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before the end of the Term, and/or except as otherwise set forth herein, including without limitation, as set forth in Section 27 below.

6. **TERMINATION**

- 6.1. The NUG may terminate this Agreement at any time upon no less than twenty (20) business days prior written notice to GMP.
- 6.2. Each Party may terminate this Agreement upon a Default pursuant to Section 12 below.

- 6.3. Upon termination of this Agreement, the Facility shall be disconnected from GMP's electric system unless a superseding interconnection agreement is established. To the extent that the Agreement is terminated but the Facility is not being retired permanently, the Parties agree to engage in good faith negotiations to develop such a superseding agreement.
- 6.4. The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination including, without limitation, any costs of construction or Decommissioning pursuant to this Agreement.

7. METERING

- 7.1. The NUG shall be responsible to provide a meter to measure the output of its Facility.
- 7.2. The installed metering arrangement including any required communication line connection to be supplied by the NUG, must comply with any applicable communication requirements of GMP or other affected third parties.

8. COSTS, BILLING, PAYMENT PROCEDURES AND TAXES

- 8.1. The NUG shall at all times remain responsible for all actual, reasonable and verifiable costs incurred by GMP to design, build, own, operate, upgrade, maintain and decommission the GMP interconnection facilities.
- 8.2. The Parties intend that all payments or property transfers made by NUG to GMP for the installation of GMP's interconnection facilities shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code (the "IRC") and any applicable state income tax laws and shall not be taxable as contributions-in-aid-of-construction or otherwise under the IRC and any applicable state or local income tax laws.
- 8.3. In accordance with Internal Revenue Service ("IRS") Notice 2001-82 and IRS Notice 88-129, NUG represents and covenants that: (i) ownership of the electricity generated at the Facility will pass to another party prior to the transmission of the electricity on GMP's system; (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to GMP for GMP's interconnection facilities will be capitalized by NUG as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years; and (iii) any portion of GMP's interconnection facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a *de minimis* amount of electricity in the direction of NUG. For this purpose, "*de minimis* amount" means no more than five percent (5%) of the intertie's total power flows in the direction of NUG, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129.

- 8.4. NUG shall provide, at NUG's sole cost and expense, a report to GMP from a Professional Engineer confirming its representation in 8.3(iii) above.
- 8.5. This subsection is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.
- 8.6. Notwithstanding subsection 8.3 above, NUG shall protect, indemnify and hold harmless GMP from the cost consequences of any tax liability imposed against GMP as the result of payments or property transfers made by NUG to GMP hereunder for the GMP interconnection facilities, as well as any interest and penalties.
- 8.7. NUG shall reimburse GMP for such costs as may be due under this Section on a fully grossed-up basis within thirty (30) days of receiving written notification from GMP of the amount due, including detail about how the amount was calculated.
- 8.8. GMP shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges NUG hereunder unless: (i) GMP has determined, in good faith, that the payments or property transfers made by NUG to GMP should be reported as income subject to taxation; or (ii) any governmental authority directs GMP to report payments or property as income subject to taxation; provided, however, that GMP may require NUG to provide security for the GMP interconnection facilities, in a form reasonably acceptable to GMP (such as a parental guarantee or a letter of credit), in an amount equal to the projected cost consequences of any tax liability under this Section.
- 8.9. If, within ten (10) years from the date on which GMP's interconnection facilities are placed in service: (i) NUG breaches the covenants contained in this Section; (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129; or (iii) this Agreement terminates and GMP retains ownership of GMP's interconnection facilities, NUG shall pay a tax gross-up for the cost consequences of any current tax liability imposed on GMP, calculated using the methodology described in this Section and in accordance with IRS Notice 90-60. NUG shall reimburse GMP for such costs on a fully grossed-up basis within thirty (30) days of receiving written notification from GMP of the amount due, including detail about how the amount was calculated.

9. ELECTRIC CHARACTERISTICS OF THE FACILITY AND REACTIVE POWER

- 9.1. The NUG shall generate electricity at its Facility and deliver such electricity to the interconnection point in such a manner that it is compatible with GMP's electrical system at the interconnection point with respect to phase, frequency and voltage.
- 9.2. The NUG shall produce power at power factor levels between 0.98 leading and 0.98

lagging at the interconnection point, unless otherwise reasonably requested, in writing, by GMP, consistent with Prudent Engineering and Operating Practices.

- 9.3. If NUG fails to meet the power factor levels required under this Section of the Agreement, in addition to any other remedies that may be available, the NUG shall pay GMP a charge for excess reactive power delivered by GMP to the NUG.

10. **TESTING, INSPECTION AND MAINTENANCE OF INTERCONNECTION FACILITIES**

- 10.1. GMP shall use reasonable efforts to list all applicable parallel operation requirements in the Generation Operation Protocol, Appendix B, attached hereto and incorporated herein, and shall notify NUG of any changes to these requirements or of any additional requirements as soon as reasonably practicable after they are known. Any such changes or additional requirements imposed by GMP shall be reasonable, non-discriminatory and consistent with Prudent Engineering and Operating Practices. Prior to the initial closing of the interconnection, the NUG shall conduct, at its own cost, the appropriate tests and inspections and certify in writing to GMP that all NUG interconnection facilities meet GMP's specifications and are functioning properly consistent with Prudent Engineering and Operating Practices. The NUG shall furnish a copy of all relay settings to GMP. On-site commissioning shall be performed following notice to and in cooperation with GMP.
- 10.2. The NUG shall be responsible for maintaining the NUG interconnection facilities and for keeping the same in good working order while interconnected with the GMP electric system. NUG's maintenance obligations shall include regularly scheduled testing of relaying and protective devices in a manner reasonably acceptable to GMP, and consistent with Prudent Engineering and Operating Practice. Further testing guidelines are covered in Appendix B, the Generation Operation Protocol.
- 10.3. GMP may at reasonable times and upon reasonable notice to NUG: (i) inspect the NUG's generation equipment and interconnection facilities; (ii) conduct such operating tests as are reasonably necessary to ascertain that the generation, interconnection, and metering facilities function in accordance with the technical requirements of this Agreement as set forth in Appendix A; (iii) review any capacity, energy or safety-related data collected with respect to such facilities; and (iv) independently monitor the electricity delivered to the interconnection point. Any operating tests conducted under this subparagraph shall be scheduled in such a way as to minimize the impact on the safe, continuous and normal operations of the Facility. GMP shall bear its own costs to perform such tests, under this subparagraph but for the sake of clarity, GMP shall not pay the NUG to conduct such tests.
- 10.4. Any inspection, operational testing, or witnessing of testing by GMP under the provisions of this Agreement shall not be construed as any warranty of safety,

durability or reliability of NUG's Facility or its interconnection facilities, or as a waiver of any GMP right under this Agreement. GMP shall not, by reason of such inspection or failure to inspect, be responsible for maintaining or liable to NUG for any damages related to the strength, safety, design, adequacy, or capacity of the NUG's interconnection facilities, except to the extent such damages are caused by GMP's actions or omissions. Over the course of any such inspections, GMP shall comply with NUG's reasonable safety requirements and protocols.

11. INTERCONNECTION SERVICE

GMP shall endeavor to make the interconnection under this Agreement as continuous and uninterrupted as it reasonably can. Electric service is subject to variations in its characteristics or interruptions to its continuity. Therefore, the characteristics of the electric service may be varied or such service to the NUG may be interrupted, curtailed, or suspended as provided for herein.

12. FORCE MAJEURE AND DEFAULT

- 12.1.** As used in this Section, a "Force Majeure Event" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, lack of fuel or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.
- 12.2.** If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (the "Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must 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 shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) 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.
- 12.3.** As used in this Agreement, "Default" shall mean the failure of a breaching Party to cure its breach as provided herein. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or

omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 12.4 below, the defaulting Party shall have sixty (60) calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 12.4.** If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

13. OTHER SERVICES

- 13.1.** This Agreement does not constitute an agreement by GMP to deliver the NUG's power to third parties. The NUG will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity to third parties.
- 13.2.** The NUG will receive and pay for electricity taken from the GMP system in accordance with all relevant terms and conditions in the GMP tariffs for electric service, as filed with the Board and as the same shall be amended from time to time and approved by the Board.

14. INDEMNIFICATION

- 14.1.** This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 15.
- 14.2.** Each Party shall at all times indemnify, defend, and hold harmless the other Party its directors, managers, officers, employees, agents, invitees, affiliates, subsidiaries, successors and assigns, from and against any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 14.3. If an indemnified Party is entitled to indemnification under this Section as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 14.4. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Section, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 14.5. Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Section may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

15. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including 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 actually incurred. Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive or exemplary damages.

16. INSURANCE

- 16.1. The NUG shall maintain in force, comprehensive general liability coverage with minimum limits of \$1,000,000. The NUG's property insurance policy shall cover all real and personal property of the NUG and shall contain a waiver-of-subrogation clause in favor of GMP. Notwithstanding the foregoing, at the NUG's election any insurance otherwise required hereunder may be provided through self-insurance.
- 16.2. The NUG shall provide a certificate (or certificates) of any required insurance, which certificate(s) shall name GMP as an additional insured and shall specify the description of operations being covered as an interconnected NUG or other appropriate language in a form reasonably acceptable to GMP. Updated certificates shall be provided to GMP annually.
- 16.3. The insurance coverage described above shall be primary to any other coverage available to GMP or to affiliates and shall not be deemed to limit the NUG's liability under this Agreement.

- 16.4. Both Parties shall maintain in full force and affect a policy or policies of insurance which meet their respective workers compensation insurance requirements.
- 16.5. Should NUG fail to provide the insurance required pursuant hereto, nothing herein shall release NUG of the obligation to pay any claims that arise hereunder.
- 16.6. Upon request of GMP, NUG shall provide GMP a copy of each insurance policy required hereunder.
- 16.7. The insurance limits required under this Agreement shall be subject to periodic review and update by GMP in order to take into account changed circumstances.
- 16.8. GMP agrees to maintain general liability insurance or self-insurance consistent with GMP's commercial practice. Such insurance or self-insurance shall not exclude coverage of liability for GMP's activities undertaken pursuant to this Agreement.

17. **DISPUTE RESOLUTION**

- 17.1. Negotiated Resolution. The Parties shall attempt to resolve all disputes arising out of or in connection with the interpretation or application of any of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement (each, a "Dispute") by mutual agreement in accordance with this Section. If any Dispute arises between the Parties, then the disputing Party shall promptly notify the non-disputing Party of the Dispute and each Party shall cause a mid-level officer of its management with decision-making authority to meet at the offices of the non-disputing Party, or at any other mutually agreed location, and to negotiate and attempt to resolve the Dispute on an amicable, good faith basis within twenty (20) days of the non-disputing Party's receipt of notice of the Dispute. If the Parties fail to resolve the Dispute for any reason within the twenty (20) day period identified above, then each Party shall, within five (5) days after the expiration of such period, nominate a senior officer of its management with decision-making authority to meet at the offices of the non-disputing Party, or at any other mutually agreed location, to attempt to resolve the Dispute. If the Parties are unable to resolve the Dispute to their mutual satisfaction for any reason within twenty (20) days after the nomination of such senior officers or, failing any such nomination of a mid-level or senior officer, within sixty (60) days following the date of delivery of the initial notice of Dispute, then each Party shall be free to pursue any right or remedy available at law or in equity, subject to and in accordance with this Agreement.
- 17.2. Continuation of Performance. Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Agreement during any proceeding by the Parties in accordance with this Section.

- 17.3. Consent to Jurisdiction, Venue.** In any judicial proceeding arising from or related to any Dispute, each of the Parties irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement may be brought in any of the state or federal courts located in Chittenden County, Vermont and that, by execution and delivery of this Agreement, each Party: (i) accepts the exclusive jurisdiction of the aforesaid courts; (ii) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court; (iii) irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceedings with respect to this Agreement brought in any such court, and further irrevocably waives, to the fullest extent permitted by applicable law, any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum; (iv) agrees that service of process in any such action may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Party at its notice address set forth herein, or at such other address of which the other Party hereto shall have been notified; and (v) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by applicable law.
- 17.4. Waiver of Jury Trial.** Should any Dispute result in a judicial proceeding, each of the Parties knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any such proceeding. Furthermore, each of the Parties waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This provision is a material inducement for the Parties to enter into this Agreement.

18. ASSIGNMENT / SUCCESSORS

Except as otherwise provided below, neither Party may assign or transfer this Agreement, in whole or in part, or delegate any of its duties hereunder without prior notice to the other Party. The Parties shall each have the right to assign or transfer this Agreement and their respective rights, obligations and duties hereunder: (i) to an affiliate that is at least as creditworthy as the assigning Party; provided that NUG shall provide reasonable prior notice of such assignment to GMP; (ii) for purposes of providing collateral security in connection with any financing transaction; or (iii) to a purchaser of all or substantially all of such Party's assets or, in the case of NUG, with prior written notice to GMP and approval by the Board of the transfer of the NUG's Certificate of Public Good, to a purchaser of all or substantially all of the assets comprising the Facility, in any such case who has the legal authority and operational ability to perform the obligations of the assigning Party under this Agreement; provided, that in the case of clause (ii) above, no such assignment shall relieve the assigning Party from its obligations hereunder. Except in connection with clause (ii) above, each Party shall cause any permitted assignee or transferee of such Party's interests in, to or under this Agreement to assume all existing and future obligations of such Party to be performed under this Agreement. Except with respect to assignments pursuant to clause (ii)

above, upon any permitted assignment or transfer of this Agreement, the assigning or transferring Party shall be, without further action by either Party, released and discharged from all obligations under this Agreement arising after the effective date of such assignment or transfer. Any purported assignments or other transfers of this Agreement, in whole or in part, or the Facility, not in compliance with this Section 18 shall be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their lawful successors and permitted assigns.

19. NOTICES

Except as otherwise specified in this Agreement, any notice, demand, or request required or authorized by this Agreement to be given in writing to a Party shall be either personally delivered or mailed postage prepaid to such Party at the following address:

**GMP: Green Mountain Power Corporation
Attn: Michael Butler
2152 Post Road
Rutland, Vermont 05701**

**NUG: Chelsea Solar, LLC
Attn: Thomas Melone
c/o Allco Renewable Energy Limited
77 Water St, 8th Floor
New York, NY 10005**

The designation of such person and/or address may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section 19.

20. APPLICABILITY

This Agreement, including the Appendices, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any and all previous understandings, agreements, negotiations, discussions or communications between the Parties and binds and inures to the benefit of the Parties, and their respective lawful successors and permitted assigns. References including “hereof”, “herein”, “hereafter” or “hereinafter” shall refer to this Agreement taken as a whole, including all Appendices.

21. WAIVER

No waiver by either Party of the performance of any obligation under this Agreement or with respect to any Default or any other matter arising in connection with or related to this Agreement shall be effective unless in a writing executed by such Party, nor shall any such

waiver be deemed a waiver with respect to any subsequent performance, Default, or matter arising in connection with or related to this Agreement.

22. MODIFICATION; HEADINGS

No amendment, modification or waiver of all or any part of this Agreement shall be valid unless it is in writing and signed by both Parties. Headings of Sections in this Agreement are inserted for the convenience of the Parties, but shall not affect the construction or interpretation of this Agreement and are not substantive parts of this Agreement.

23. INTERPRETATION

Interpretation, construction, enforcement and performance of this Agreement shall be in accordance with, and shall be controlled by, the laws of the State of Vermont and the United States without regard to the conflicts of law and principles of any jurisdiction.

24. NO DUTY TO THIRD PARTIES

Nothing in this Agreement nor any action taken hereunder shall be construed or interpreted to create any obligation, duty, liability or standard of care or rights to any person not a Party to this Agreement.

25. CONDITIONS PRECEDENT

This Agreement shall not become effective until the following condition precedent shall have been satisfied or waived in writing by the Party benefited hereby:

- a. The issuance by the Board of a Certificate of Public Good, if applicable, pursuant to 30 V.S.A. § 248 approving the construction, ownership and operation of the Facility, the NUG's interconnection facilities and the GMP's interconnection facilities in a form acceptable to NUG and with respect to GMP's interconnection facilities to GMP.
- b. [insert and other applicable conditions]

26. NO PARTNERSHIP, JOINT VENTURE OR DUTY TO A THIRD PARTY

Nothing contained in this Agreement creates an association, trust, partnership or joint venture between the Parties or imposes a trust, partnership or other fiduciary or similar duty, obligation or liability on or with regard to either Party. No undertaking by one Party to the other Party under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the

status of GMP as an independent public utility corporation, or the NUG as an independent entity.

27. SURVIVAL

All provisions of this Agreement that must survive the expiration or earlier termination of this Agreement in order to give full force and effect to the intent of the Parties shall remain in effect and be enforceable for a period of five (5) years following such expiration or termination to such extent.

28. APPENDICIES

The documents comprising this Agreement include this Interconnection Agreement and:

- a. Technical Requirements - Appendix A
- b. Generation Operation Protocol - Appendix B

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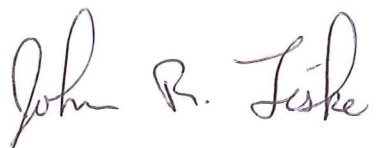
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GMP and the NUG have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

NON-UTILITY GENERATOR

By: 
Its:  VICE PRESIDENT

GREEN MOUNTAIN POWER CORPORATION

By: 
Its: Engineering Manager

DATE: 3/19/15

GREEN MOUNTAIN POWER CORPORATION
INTERCONNECTION TECHNICAL REQUIREMENTS
NUG: Chelsea Solar LLC
Chelsea 2 MW Solar Facility

1. OVERVIEW

These interconnection Technical Requirements are designed to provide protection to the public, Green Mountain Power Corporation (“GMP”) and to GMP’ personnel and equipment from the physical and financial risks associated with the interconnection and parallel operation of the Non Utility Generator’s (“NUG”) generation equipment. The interconnection requirements accomplish this task by:

- 1.1. Ensuring proper protective devices are installed at the site, at the interconnection point, and on the GMP’ system;
- 1.2. Ensuring proper metering equipment is installed to properly measure all power flows resulting from the interconnection;
- 1.3. Establishing performance criteria to minimize the probability that the generation equipment will reduce the quality of service on the GMP’ electric system;
- 1.4. Establishing financial and insurance requirements that protect GMP and its customers from costs that may result from the interconnection; and
- 1.5. Establishing general operating procedures to govern the interconnection.

The interconnected NUG facility operator shall be responsible for the installation, operation, and maintenance of all equipment required for the interconnection of its generation equipment with the GMP electric system. The interconnected NUG operator has paid the cost for the interconnection and system studies initially deemed necessary to properly design and operate the interconnection.

2. PROTECTIVE DEVICES

- 2.1. The protective devices are grouped into two classifications, required and recommended. Required devices must be installed at all interconnection points between the GMP’ electric system and NUG’s generation equipment.

All protective devices shall be designed, installed, operated, and maintained in accordance with prudent engineering and operating practices. All required and recommended protective relays shall be utility grade relays (certified by the manufacture as meeting all criteria of ANSI Standard C37.90) unless otherwise specified.

All instrument transformers used in DG Facilities for protection shall meet the requirement of IEEE C57.13.

- 2.2. The Point of Common Coupling (“PCC”) is defined as the load side of the disconnects located at GMP Line 2136 Pole 28 primary riser fed from the Mill St Substation 50 distribution circuit as listed in the Generation Interconnection Agreement.
- 2.3. Transformer Connection for inverter based generators – The accepted step-up transformer configuration is 2,000 kVA primary grounded wye, secondary grounded wye, two winding Generator Step Up transformer with an impedance of 5.75% on a 2,000kVA base.
- 2.4. Required Protection
 - 2.4.1. **Three phase Interrupting Device** – A three phase recloser with SEL351R control is required at the PCC, GMP Line 2136 Pole 27. The recloser shall be capable of interrupting the maximum fault current available at the recloser’s location from both the GMP’ electric system and the NUG’s generation equipment. The purpose of this device is to protect the GMP electric system and the NUG’s generator step up transformers. The purpose of this device is to:
 - provide additional anti-islanding protection functions (81O/U, 27, 59),
 - provide GMP workers with normal and emergency shutdown capability,
 - and to protect the GMP electric system in the event that the inverter fails to operate properly.
 - While this recloser will, in fact, provide some additional protection to the NUG’s equipment and generation facility, that is not its purpose or intent, and no guarantees or warranties are offered by GMP to that effect. If the recloser fails to operate, GMP is not responsible for possible damage to the generation facility.
 - 2.4.2. **Inverter Functions** – The interconnection requester is responsible to provide UL1741 certified inverters that comply with the requirements of IEEE 1547.
 - 2.4.3. **Additional Equipment** - The NUG operator is responsible to make any future enhancements to its facilities that may become necessary to operate the NUG in a safe and prudent manner due to improvements and/or changes made to the GMP electric system. In the event that, during the first six (6) months of operation, GMP shall determine that additional system upgrades are necessary to permit the interconnected operation of the NUG’s facilities with the GMP electric system, the NUG shall remain responsible for the cost of said system upgrades.
- 2.5. Recommended Protection

- 2.5.1. **Unbalanced Current and/or Voltage** - GMP may utilize single phase fuses and automatic line switching devices for system protection functions on its distribution taps on the Stratton Substation 33 Circuit. The occurrence of an undetected fault or the operation of single-phase protective devices may cause a current and/or voltage unbalance on the GMP' electric system. The NUG operator shall have the sole responsibility for protecting its equipment from such occurrences.

APPENDIX B
GREEN MOUNTAIN POWER CORPORATION
GENERATION OPERATION PROTOCOL
NUG: Chelsea Solar LLC

This GENERATION OPERATION PROTOCOL is to be used by GREEN MOUNTAIN POWER CORPORATION, (“GMP”), a Vermont corporation, and Chelsea Solar, LLC (“Non-Utility Generator” or “NUG”), (individually a “Party” or together the “Parties”) in connection with the interconnection of the Chelsea Solar Facility (the “Facility”) to GMP’s Electric System. Terms defined in the Parties’ Interconnection Agreement shall have the same meaning when used herein.

Point of Common Coupling (“PCC”) Location: shall be the point where GMP’s 12.47 kV distribution system in the Town/City of Bennington connects with the NUG’s Facility, (specifically the load side of the disconnects on the Line 2136, Pole 28 primary riser fed from the 50 Circuit of the GMP Mill Street Substation) to allow the NUG’s generation equipment to operate interconnected in parallel with the GMP electric system.

OPERATING REQUIREMENTS

1. General Operating Requirements

1.1. Operations; Maintenance - The NUG shall operate and maintain its Facility in accordance with Prudent Engineering and Operating Practice and comply with all aspects of the GMP Guidelines for Generator Interconnections and tariffs as the same may be amended by GMP from time to time. In the event that GMP has reason to believe that the NUG’s Facility may be a source of problems on the GMP electric system, GMP has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the NUG’s Facility interferes with GMP’s system, equipment and/or operations or other customers’ equipment, the NUG must immediately take corrective action to resolve the problem. If the NUG fails to take immediate corrective action then GMP may disconnect the Facility pursuant to this Agreement. The cost of the monitoring equipment will be borne by GMP unless the problem or problems are demonstrated to be caused by NUG’s Facility or if the test was performed at the request of the NUG, in which case, the cost of the monitoring equipment will be borne by the NUG.

1.2. No Adverse Effects; Non-interference - GMP shall notify the NUG if there is evidence that the operation of the NUG’s Facility could cause disruption or deterioration of service to other GMP’ customers served from the same GMP electric system or if operation of the NUG’s Facility could cause damage to the GMP’ system or affected electric systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE STD519, 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 the Facility which could affect the 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.

1.3. Interference; Disturbance - GMP will operate its electric system in such a manner so as

to not unreasonably interfere with the operation of the NUG's Facility. The NUG will protect itself from normal disturbances propagating through the GMP' electric system. Examples of such disturbances could be, but are not limited to, single-phase events, voltage sags from remote faults, and outages on the GMP electric system.

2. SAFE OPERATIONS AND MAINTENANCE

- 2.1. General** - Each Party shall operate, maintain, repair and inspect and shall be fully responsible for, their respective generating facilities or electric system 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 equipment, lines and appurtenances on that Party's respective side of the PCC. GMP and the NUG shall each provide equipment on its respective side of the PCC that adequately protects the GMP electric system, personnel, and other persons from damage and injury.
- 2.2. Ongoing Maintenance; Testing of Generating Facilities** - Maintenance testing of the protective relaying is imperative for safe, reliable operation. The test cycle for protective relaying must not be less frequent than once every 60 calendar months or the manufacturer's recommendation, whichever is more frequent. The NUG must provide copies of its test records to GMP. Failure to adhere to these guidelines may be sufficient cause to require the NUG's Facility to be disconnected from the GMP electric system.

3. ACCESS

- 3.1. GMP and NUG 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.
- 3.2. GMP Rights to Access Company-Owned Facilities and Equipment** - NUG shall allow GMP access to all GMP equipment and facilities located on the NUG's premises. To the extent that the NUG does not own all or part of the property on which GMP is required to locate its equipment or facilities to serve the Facility, the NUG shall secure and provide to GMP the necessary rights for access to such equipment or facilities, including easements, in a form acceptable to GMP.

4. PRINCIPAL DISCONNECT DEVICE

The Facility shall have a Principal Disconnect Device located on the low voltage side of the generator step up transformer capable of providing visible opening for isolation (the "Principal Disconnect Device"). GMP shall have access at all times to the Principal Disconnect Device.

5. RIGHT TO REVIEW INFORMATION

GMP shall have the right to review and obtain copies of the NUG's operations and maintenance records, logs, or other information such as generator unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the NUG's Facility or its interconnection with the GMP electric system. This information will be treated by GMP as confidential and used only for the purpose of determining the NUG's compliance with this Agreement.

6. DISCONNECTION

6.1. Temporary Disconnection –

- 6.1.1. Emergency Conditions:** GMP shall have the right to immediately and temporarily disconnect the NUG's Facility without prior notification in cases where, in the reasonable judgment of GMP, continuance of such service to the Facility is imminently likely to: (1) endanger persons or damage property; or (2) cause a material adverse effect on the integrity or security of, or damage to, the GMP electric system or to the electric system of others to which the GMP system is directly connected. A NUG representative shall notify GMP promptly when the NUG becomes aware of an emergency condition that affects the Facility which may reasonably be expected to affect the GMP electric system. 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.
- 6.1.2. Routine Maintenance, Construction and Repair:** GMP shall have the right to disconnect the NUG's Facility from the GMP electric system when necessary for routine maintenance, construction and repairs on the GMP system. If the NUG requests disconnection by GMP at the Principal Disconnect Device, the NUG will provide a minimum of five (5) days notice to GMP. GMP shall make an effort to schedule such curtailment or temporary disconnection with the NUG.
- 6.1.3. Forced Outages:** During any forced outage, GMP shall have the right to suspend interconnection service to effect immediate repairs on the GMP electric system. GMP shall use reasonable efforts to provide the NUG with prior notice of a forced outage. Where circumstances do not permit such prior notice to the NUG, GMP may interrupt interconnection service without such notice.
- 6.1.4. Non-Emergency Adverse Operating Effects:** GMP may disconnect the NUG's Facility if the Facility is having an adverse operating effect on the GMP electric system or other GMP customers. GMP may disconnect the NUG's Facility if the NUG fails to correct such adverse operating effect after written notice has been provided and a minimum of thirty (30) calendar days to correct such adverse operating effect has elapsed.
- 6.1.5. Modification of the NUG's Generating Facility:** GMP has the right to immediately suspend interconnection service in cases where material modification to the Facility or interconnection facilities have been implemented by the NUG without prior written authorization from GMP.
- 6.1.6. Re-connection:** Any curtailment, reduction or disconnection of the Facility shall continue only for so long as reasonably necessary. The NUG and GMP will cooperate with each other to restore the NUG's Facility and the GMP electric system, 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.

6.2. Permanent Disconnection

- 6.2.1.** The NUG has the right to permanently disconnect the Facility at any time with thirty (30) calendar days written notice to GMP.
- 6.2.2.** GMP may permanently disconnect the NUG's Facility upon termination of this Agreement in accordance with the terms hereof and in the case of the NUG's inability to correct an adverse operating effect after notice thereof.

7. CIRCUIT TRANSFERS

The MS50 interconnection point can be transferred to alternative substation circuit breakers during feeder back-up conditions. With present circuit conditions, the project is allowed to remain interconnected while the MS50 is carried by the LS61 and MS51 unless power quality issues are reported. The project is not allowed to remain interconnected while the MS50 load is carried by SN40 breaker.

GMP reserves the right to disconnect the facility during feeder backup if circuit conditions change.

8. GROUNDED AND UNGROUNDED LINEWORK

The facility is interfaced with UL1741 certified inverters. Per GMP safety policy #2308, no visible opening is required at the point of common coupling of the facility for grounded or ungrounded work.

9. CONTACT INFORMATION:

NUG Contact Information:

Person: Timothy Young
Mailing Address: Chelsea Solar LLC
 c/o Allco Renewable Energy Limited
 77 Water St, 8th Floor
 New York, NY 10005

Primary - Tel. # 612.655.9749
 Secondary - Tel. # 775.852.8826
 Primary Alternate - Tel #

- 9.1.1. For Electric System Emergency:**
GMP's Rutland Control Room (unlisted and not for public circulation)

Tel. # 802-747-5256

- 9.1.2. For all other matters:**

GMP's Engineering Department
 Post Road

Rutland, VT 05701

Call GMP Customer Service 1-888-835-4672 (ask to be redirected to Engineering)

9.1.3. Status of an outage

Call GMP Customer Service 1-888-835-4672

10. OPERATING COMMITTEE:

Representative of each of the Parties shall meet from time to time, in order to confer on issues related to the interconnected operation of the NUG's Facility with the GMP electric system. At such meetings, the Parties shall provide each other updates to information necessary to assure that the Facility's operations are conducted in accordance with Prudent Engineering and Operating Practice. The Parties shall have the right to modify, amend or restate the requirements hereof, upon consultation, with the mutual written consent of the Parties hereto. In the event that, during the first six (6) months of operation, GMP shall determine that additional system upgrades are necessary to permit the interconnected operation of NUG's Facility with the GMP electric system, NUG shall remain responsible for the cost of said system upgrades.