



Invoice Statement

November 30, 2020

Dr. Deanne (Dede) Galdston, Superintendent of Schools
Watertown Public Schools
30 Common Street
Watertown, MA 02472

Ai3 Architects Project No. 1610.00

Invoice No.

0015R-1610.00

Reimbursable Expenses –

Watertown Elementary Schools

Reimbursable Expenses invoiced to-date:

Invoice 0001R-1610.00	\$ 3,300.00
Invoice 0002R-1610.00	\$ 9,766.12
Invoice 0003R-1610.00	\$ 9,606.08
Invoice 0004R-1610.00	\$ 3,330.76
Invoice 0005R-1610.00	\$ 271.37
Invoice 0006R-1610.00	\$ 4,840.72
Invoice 0007R-1610.00	\$ 484.00
Invoice 0008R-1610.00	\$ 30,650.10
Invoice 0009R-1610.00	\$ 28,563.77
Invoice 0010R-1610.00	\$ 13,495.02
Invoice 0011R-1610.00	\$ 80,025.00
Invoice 0012R-1610.00	\$ 19,475.00
Invoice 0013R-1610.00	\$ 34,296.01
Invoice 0014R-1610.00	\$ 1,100.00

TOTAL Reimbursable Expenses invoiced to-date: \$ 239,203.95

The following reimbursable expenses are submitted for payment as per the provisions of Article 9 of the Designer Services Contract.

For the Eversource Impact Study fee required at the Hosmer Elementary School, as per the attached Eversource Impact Study Agreement.

EVERSOURCE

Work Order Number 4403448 & 4404039 – Hosmer Elementary School \$ 28,875.00

TOTAL \$ **28,875.00**





For the Eversource Application at Cunniff Elementary School and Hosmer Elementary School.

ZAPOTEC ENERGY, INC.

Invoice #20-1551-ZEI – Cunniff Elementary School \$ 1,136.25

Invoice #20-1552-ZEI – Hosmer Elementary School \$ 1,762.50

TOTAL \$ **2,898.75**

GRAND TOTAL THIS INVOICE	\$ 31,773.75
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Zapotec Energy, Inc.
26 Glenwood Avenue
Cambridge, MA 02139-4708
617-547-5900
lyons@zapotecenergy.com
www.ZapotecEnergy.com

BILL TO
L. Scott Dunlap AIA
Ai3 Architects LLC
526 Boston Post Road
Wayland, MA 01778

INVOICE 20-1552-ZEI

DATE 11/01/2020 **TERMS** Net 30

DUE DATE 12/01/2020

SERVICE	DESCRIPTION	HOURS	RATE	AMOUNT
October 2020				
Planning & Project Admin				518.75
Drawing/Design				857.50
Phone Call/Conference Call				105.00
Project Meetings				
	A. Martino Engineering			125.00

Reference Contract: Ai3 Architects
Location: Hosmer Elementary School - Interconnection

Please make check payable to Zapotec Energy Inc. and send to:

attn: Paul Lyons
Zapotec Energy Inc.
26 Glenwood Ave
Cambridge, MA 02139

Federal EIN No. 20-8484507

TOTAL DUE

\$1,762.50

11/30/20
001SR-1610.00



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26 Glenwood Avenue
Cambridge, MA 02139-4708
617-547-5900
lyons@zapotecenergy.com
www.ZapotecEnergy.com

BILL TO
L. Scott Dunlap AIA
Ai3 Architects LLC
526 Boston Post Road
Wayland, MA 01778

INVOICE 20-1551-ZEI

DATE 11/01/2020 TERMS Net 30

DUE DATE 12/01/2020

SERVICE	DESCRIPTION	HOURS	RATE	AMOUNT
October 2020				
Planning & Project Admin				768.75
Drawing/Design				315.00
Project Meetings				52.50

Reference Contract: Ai3 Architects
Location: Cunniff Elementary School - Interconnection

Please make check payable to Zapotec Energy Inc. and send to:

attn: Paul Lyons
Zapotec Energy Inc.
26 Glenwood Ave
Cambridge, MA 02139

Federal EIN No. 20-8484507

TOTAL DUE

\$1,136.25

11/30/20

001SR-1610.00



247 Station Drive
Westwood, Massachusetts 02090

Exhibit E - Impact Study Agreement

This Agreement, dated **TBD**, is entered into by and between **Watertown Public Schools-Hosmer School** ("Interconnecting Customer") and the Company, for the purpose of setting forth the terms, conditions and costs for conducting an Impact Study relative to the Standard Process as defined in Section 1.0 and outlined in Section 3.0 of the Interconnection Tariff. This Impact Study pertains to Work Order Number **4403448 & 4404039** (the Interconnecting Customer's application ID number). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

- 1) The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer's application.
- 2) All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
- 3) Where there are other potentially Affected Systems, and no single Party is in a position to prepare an Impact Study covering all potentially Affected Systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially Affected Systems. The Interconnecting Customer will be directly responsible to the potentially Affected System operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially Affected Systems. The Company will not proceed with this Impact Study without the Interconnecting Customer's consent to have the other studies conducted. To the extent any studies or System Modifications are required, all associated agreements will be between the Affected System operator and the Interconnecting Customer.
- 4) If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with Good Utility Practice, that the System Modifications to the Company EPS are substantial, the Impact Study will produce an estimate for the modification costs (within $\pm 25\%$) and a Detailed Study Agreement and its estimated cost. Interconnecting Customers who elect to execute an Interconnection Service Agreement following the completion of the Impact Study but prior to the commencement of the Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, $\pm 25\%$, as identified by the Company in the Impact Study.
- 5) Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer's proposed use of the Company EPS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities

and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to NEPOOL 18.4 approval, should such approval be required, is completely at the Interconnecting Customer's risk.

- 6) The Impact Study fee of **\$28,875.00** (except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will break the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to this Agreement.
- 7) The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
- 8) Final Accounting. An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the Impact Study, and (b) Interconnecting Customer's previous aggregate payments to the Company for the Impact Study within 120 Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in this Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this Agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) Business Days of the provision of such final accounting report.
- 9) In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 8 above.
- 10) Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EPS.
- 11) Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment

Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

- 12) Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.


Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company and its Affiliates for, and releases the Company and its Affiliates from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.

- 13) If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
- 14) This agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.
- 15) All amendments to this Agreement shall be in written form executed by both Parties.
- 16) The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
- 17) This Agreement will remain in effect for a period of up to two years from its effective date.
- 18) This Agreement may be terminated under the following conditions.
- a) The Parties agree in writing to terminate the Agreement.
 - b) The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.

- c) The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Interconnection Tariff, specifically Section 3.6.2.

Interconnecting Customer:

Company:

Signature: 

Signature: _____

Name: Lori Kabel

Name: _____

Title: Director, Public Bldgs
Waterstown

Title: Account Executive

Date: 24 Nov 2020

Date: _____