



NSTAR GAS COMPANY

GEOHERMAL DEMONSTRATION PROJECT

IMPLEMENTATION PLAN

Q2 2021 REPORT

D.P.U. 21-53

May 4, 2021

Table of Contents

Executive Summary.....	3
1. Project Background	3
2. Key Milestones as of Q1 2021.....	4
a) Standard Terms and Conditions	4
b) Site Evaluation and License Agreement	4
c) Procurement for Consulting and Contractor Services.....	4
d) Project Timing.....	5
3. Stakeholder Engagement	5
4. Potential Sites for Selection	6
5. Internal Engagement.....	7
6. Participant Recruitment	7
7. Next Quarter Milestones Forecast.....	8
a) Procurement and Staffing	8
b) Site Selection and Customer Acquisition.....	8
c) Pilot modifications – direct benefit to customers.....	8
d) Budget and Cost Tracking	9

Executive Summary

NSTAR Gas Company d/b/a Eversource Energy (“NSTAR Gas,” “Company” or “Eversource”) is investigating the feasibility of networked, utility-provided geothermal energy for heating and cooling. As a low-carbon resource, geothermal networks have the potential to be a critical resource in supporting the Commonwealth’s greenhouse gas (“GHG”) emissions reduction targets.

On October 30, 2020, the Department of Public Utilities (“Department”) issued an order approving the Mixed Use, Dense Urban Environment geothermal demonstration project (“Pilot”) proposed by NSTAR Gas. NSTAR Gas Company d/b/a Eversource Energy, D.P.U. 19-120, at 128-156 (2020) (“Order”). The Pilot will use public ways to serve customers over a geographical footprint that is wider than typical geothermal projects. The Pilot must include servicing a large mixed-use profile (residential and commercial/industrial customers) in a dense urban environment somewhere in the NSTAR Gas service territory.

The purpose of the Pilot is to yield information about customer interest in and the reliability, scalability, effectiveness, feasibility and costs of geothermal networks. As a first-of-its-kind in the country initiative, the Pilot will advance knowledge in the field and inform future applications of geothermal technologies by generating data and insights about design, construction, and maintenance of geothermal networks. Historically, large upfront capital costs and infrastructure maintenance have been significant barriers to geothermal network adoption.

Eversource is uniquely positioned and qualified to overcome these barriers by building and maintaining geothermal networks in public ways, leveraging its experience in managing a capital-intensive gas business that includes building, operating and maintaining underground infrastructure and providing safe and reliable service to customers. At the same time, Eversource is actively learning about this technology, which though proven is new to the Company and industry at utility scale, and the associated market conditions and opportunities for connecting multiple customers in a shared loop system.

The Order required the Company to submit for Department review an implementation plan prior to the Company’s enrollment of customers in the Pilot. Order at 153-54. This Implementation Plan provides additional Pilot information to comply with the Department’s directives and to document the Company’s progress to date. The Company expects to be ready to enroll customers by the third quarter of 2021, pending further input from third-party experts who will support the ultimate site selection and customer acquisition process.

Project Background

The Pilot must include servicing a large mixed-use profile (residential and commercial/industrial customers) in a dense urban environment somewhere in the NSTAR Gas service territory. Order at 142-43. To the extent feasible, the Pilot customer group should

include delivered-fuels customers, existing natural gas customers and a low-income multi-family building for conversion. Id. at 139, 143. This Pilot will provide useful data and insights on the geothermal networks in general and the potential for installing them in public ways to distribute geothermal energy.

Key Milestones as of Q1 2021

1. Standard Terms and Conditions

The Order requires the Company to submit standard terms and conditions to the Department before enrolling customers. Order at 154. The Company has developed a standardized customer agreement that outlines the responsibilities of the Company and participants and includes consumer protections for participants. In addition, the agreement sets forth the rights of the Company and participants with respect to installation,¹ notice, non-payment, late charges, fees, termination of service, in-home equipment damage/malfunction, access to premise, maintenance obligations, loss/damage, liability, system removal and decommissioning implications. The customer agreements executed in relation to the Pilot will necessarily reflect the circumstances of that customer, e.g., tenants/landlords, single family residences, and businesses. Please see Attachment A for the Company's standardized customer agreement.

Initially, the Company had proposed to charge customers a quarterly fee as part of participating in the Pilot. The purpose of the fee, as originally envisioned, was "to establish a billing relationship and to test how to charge for this service in the future" and "to offset the cost of the project." Id. at 130 (citations omitted). After further evaluation, the Company proposes a monthly billing charge as more administratively efficient and more consistent with existing utility-customer relationships. The Company's customer agreement contains an attachment detailing the billing classes and indicative monthly rates (see Attachment A, Exh. D).

2. Site Evaluation and License Agreement

The Company has developed a standardized site evaluation and license agreement. This agreement provides permission in the form of a license for the Company to access the site in order to evaluate the feasibility of the site for the Pilot. The agreement memorializes mutual agreements and respective obligations with respect to assessment of the site. Please see Attachment B for the Company's standardized site evaluation and license agreement.

3. Procurement for Consulting and Contractor Services

The Company has been involved in meeting and engaging vendors as part of building its vendor ecosystem for the Pilot and potential future geothermal opportunities. Many new

¹ "Once installed, the participant will own and maintain all in-home equipment, and the Company will own the geothermal network equipment outside the home (e.g., piping, pumps, control panels, cooling towers)." Order at 130.

vendors have been registered with the Company's procurement department. The process to include and evaluate vendors involves considering technical skill, expertise and experience as well as vendor pricing, diversity, sustainability and commercial considerations. The vendor pool is varied given the state of the geothermal industry and the Company looks to understand industry dynamics and involve impactful vendors in this space to make the Pilot a successful project.

The Company has been developing request for proposals ("RFPs") to solicit such services in a competitive and equitable manner for the Pilot. On March 24, 2021, the Company issued its first RFP to retain a consultant(s) ("Consultant(s)") to develop and support the Pilot project by assessing the feasibility of potential candidate sites within the NSTAR Gas service territory that would satisfy the requirements of the Pilot. The Consultant(s) will assist the Company with site selection and subsequent customer acquisition. The Company is seeking expertise in geothermal networks and general feasibility knowledge, including, but not limited to, design engineering and building stock analysis. The Company anticipates issuing subsequent RFPs to retain consultants to support the next phases of the Pilot, including detailed design, installation and operation and maintenance of the geothermal network and evaluation of the overall Pilot. Those RFPs are currently under development.

4. Project Timing

As conceived, the Company initially estimated that the site selection and customer acquisition part of the Pilot would take approximately five and a half months to complete. Completion of these tasks will take longer given the complexity of securing a site that meets the criteria needed to ensure a successful Pilot amid the ongoing COVID pandemic. As a result, the Company requires additional time to secure the final Pilot site and anticipates that the final site will be selected and customers will be acquired by late summer 2021. In addition to securing the final site and customers, Eversource has been undergoing a search for qualified staff to help run the Pilot. Hiring qualified staff dedicated to the Pilot is taking longer than anticipated. The procurement for a third-party consultant or contractor expertise is underway as noted in the section above.

Stakeholder Engagement

The Company remains committed to regular communication with key stakeholders throughout the lifecycle of the Pilot in order to solicit feedback, both on a formal and informal basis. Please see Attachment C for a detailed table of all major stakeholder outreach.

As required by the Order, the Company continues to monitor HEET's "Community Charrettes." Order at 153. To date, the Company has attended and participated in four charrettes. Eversource has made a formal presentation informing participants about the Pilot at one of the opening charrettes and regularly participates in the charrettes offering information and answers about the Pilot progress. The purpose of monitoring these charrettes is to incorporate relevant feedback from experts in the geothermal industry and community groups

where appropriate, and Eversource has used such events as an opportunity to meet and connect with experts and interested parties in geothermal energy as a follow up to these charrettes.

The Company launched a dedicated portion of the Eversource external website to provide Pilot information.² A project email, geothermal@eversource.com, was established as an interactive option for individuals or groups to submit locations for potential Pilot sites and contact the project team. The goal is that this section of the website will drive education and awareness about geothermal networks through the Pilot and the anticipation is that the site will be a dynamic place for all stakeholders or interested parties to see progress along the entire lifecycle of the Pilot, learn and be able to submit feedback or questions. This will not replace the direct communication and feedback loops anticipated with the actual selected Pilot site participants; rather it will augment the initial outreach and solicit visitors to the site to submit potential site locations if they so desire. The Company is also developing a social media outreach plan to drive traffic to the specific geothermal section of the Company website and to inform viewers about the Pilot and geothermal technology.

In addition, the Company plans to engage with key stakeholders for their input on site selection prior to commencing the project. The plan to do so is currently being developed in conjunction with the Company Community Relations teams and other internal support.

Finally, NSTAR Gas must demonstrate that it coordinated with the Attorney General to ensure that the data and insight gathered from the Pilot will be sufficiently distinct from the geothermal network that will be developed in the Greater Lawrence area. Order at 151. To date, Eversource has had two meetings with Attorney General and Department of Energy Resources (“DOER”) representatives on coordination of both pilots. Given the status of both pilots, it was agreed upon by all parties that future outreach would occur once either (1) the Attorney General and DOER had a firmer timeline and plan for progressing the Greater Lawrence pilot or (2) the Company narrowed down its ultimate site selection and associated customer group.

Potential Sites for Selection

To date, the Company has undertaken preliminary evaluation of potential sites in the following cities within the NSTAR Gas service territory: Boston, Framingham, Somerville, and Worcester. The search for the best Pilot site is not limited to those cities but proponents of the Pilot, including the city officials and representatives, have met with the Company to discuss the Pilot needs and opportunities. The Company expects that once the feasibility RFP mentioned above is completed, the Consultant(s) will assist the Company in final site selection and customer acquisition. The bidders were not provided any details about potential sites in the feasibility RFP. The Company will provide an update to the Department on progress regarding site selection prior to the final site selection.

² <https://www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/geothermal-energy>. Users can click through the site to find the towns that are eligible for the Pilot.

Cross-Functional Support

Since receiving approval for the Pilot on October 30, 2020, the Company has engaged a multi-disciplinary and cross functional team to assist in the development of the Pilot. Clean Gas Technologies has taken the lead in coordinating this team with the support of Regulatory, Revenue Requirements, Energy Efficiency, Gas Sales, Gas Engineering, Legal, Procurement, Community Relations, Communications and Environmental. The Eversource Environmental group is providing the necessary environmental due diligence to identify potential or existing environmental liabilities. The Eversource Real Estate group will be supporting the Pilot by working directly with the various property owners involved with the project. The Real Estate Group will assist with the necessary due diligence, such as preparing and filing property licenses, easements, and property surveys.

Eversource Gas Construction has been briefed on the Pilot and will be involved in coordinating the scheduling and installation of the geothermal network, especially if it involves converting existing Company customers. The Company will develop an outage mitigation or conversion plan to minimize any impacts on participants as they are converted to geothermal energy. Gas Construction will be advised of opportunities during the construction phase to observe and learn about geothermal installation techniques. Eversource Safety will provide support to create a safe construction and work environment consistent with Company policy, including its COVID-19 precautions. All Eversource employees and participating contractors must abide by the safety standards in effect for the Company.

Additionally, the Company has undertaken a search for a project manager and engineer who will be completely dedicated to managing and supporting the Pilot. As noted below, hiring qualified, dedicated staff for the Pilot has taken longer than anticipated but the Company is still continuing with the appropriate staff requisitions.

Participant Recruitment

The Company has engaged its Community Relations and Communication Strategy groups to leverage existing relationships to discuss the Pilot opportunities in the NSTAR Gas communities and develop marketing materials to facilitate discussion and customer interest. These groups will coordinate with the Consultant(s) to be hired as part of the RFP issued on March 24, 2021 and will continue to leverage existing relationships in order to facilitate the acquisition of customers, engage and update municipalities on the Pilot opportunity and align, to the extent practicable, Pilot and municipal construction projects. The Company will also remain engaged in the HEET sponsored charrettes and continue to coordinate meetings with interested potential customer groups and communities based on any joint efforts by HEET and the Company. Lastly, the Company will coordinate Pilot information, any planned virtual information sessions and the website mentioned above.

Next Quarter Milestones Forecast

1. Procurement and Staffing

Within the second quarter 2021, the Company expects to hire the Consultant(s) to assist in the development of the Pilot, identify potential Pilot sites (including efforts to include a low-income, multi-family building) and assist with customer acquisition and stakeholder outreach. The Company will also continue developing RFPs to retain consultants to support the next phases of the Pilot, including detailed design and installation of the geothermal network, and efforts to identify and onboard potential vendors qualified to perform this work. The Company also expects to hire a Project Manager for the Pilot.

2. Site Selection and Customer Acquisition

Over the next quarter, the Company expects to achieve significant progress in determining the final site(s) for selection and the corresponding implementation of the customer acquisition plan. The Company will provide the Department with a status update when material milestones are achieved on those fronts. The Company also expects to continue engaging and coordinating stakeholder outreach opportunities to inform and involve the communities and stakeholders interested in the Pilot.

3. Pilot Modifications – Customer Benefits

The Order requires the Company to describe in detail whether and how it plans to modify the Pilot or its evaluation plan to include existing gas customers and address the potential assessment of scalability to existing gas customers. Order at 154. Ultimately, the Company must demonstrate the Pilot directly benefits customers through their participation in the Pilot or by yielding findings to inform the scalability of networked geothermal for existing gas customers. Order at 147-48.

The main modification the Company has made to date is the intent to bill customers monthly rather than quarterly. A monthly bill will be most similar to how customers are billed currently for energy services by their respective utilities and thus will maintain or create consistency with utility billing for them.

The Company is in the preliminary stages of site identification, which will ultimately proceed to site selection for inclusion in the Pilot. One of the data points the Company considers when evaluating potential site is the inclusion of current NSTAR Gas customers within the site. The preliminary sites being evaluated include current customers within the footprint of the site. Once the Company has made the final site selection, it will provide a detailed update to the Department including information on current NSTAR Gas customer participation in the Pilot, as well as a description of any Pilot modifications made to include current NSTAR Gas customers in the Pilot. Additionally, the Company will provide additional information on any Pilot modifications undertaken to enhance benefits to NSTAR Gas customers as a whole.

Regarding modifications to the Pilot evaluation plan to address the potential assessment of scalability to existing gas customers, it is premature to identify any modifications prior to the Company's retention of an evaluation consultant. Following the Company's retention of the Consultant(s) addressed earlier in this Report, the Company will conduct a competitive process to identify and retain an evaluation firm to conduct the necessary assessments and evaluations of the Pilot consistent with the Department's order in D.P.U. 19-120. Following the retention of the evaluation firm, the Company will consult with the firm to develop a comprehensive evaluation plan for the Pilot, including the potential assessment of the scalability of the Pilot to existing gas customers. The Company will provide the Department with a detailed update on the evaluation plan following its development in concert with the selected evaluation firm.

4. Budget and Cost Tracking

The Company has undertaken preliminary analysis on projected sample customer bills so that potential customers can understand what their entire energy bill will look like if they participate in the Pilot. This entails not only providing the monthly fixed charge to participate in the Pilot but also would capture indicative costs to anticipate an increase in electric costs as a result of the customer conversion to the Pilot by building stock/customer class. This type of analysis will provide customers with full transparency and a holistic view of their entire energy costs and savings as part of the Pilot.

After the site selection has been finalized, the Company will submit an updated project budget and sample customer bill impacts that incorporate all the Department's directives and project modifications. Order at 154.

The Company developed a distinct accounting structure to ensure that geothermal costs were isolated from all other distribution-related costs and were incremental to existing or business-as-usual investments. The geothermal accounting structure started with the creation of new lines of business for the geothermal program for recoverable ("tracked") and non-recoverable ("non-tracked") costs. The separate lines of business are listed below:

- GEOTHERMAL PILOT NON TRACKED 11800
- GEOTHERMAL PILOT TRACKED 12120

The Company will also utilize work orders to specifically track costs. Each work order will be linked to either the tracked or non-tracked line of business. Currently, the Company has created one tracked work order and one non-tracked work order. Cost elements are used within these work orders to track the types of charges being incurred such as internal labor, contractor costs, consultants, material, etc. For existing employees, i.e., those individuals employed prior to November 1, 2020, all of their labor expense and productive and non-productive time will remain as an expense in the employee's home cost center and charged to the non-tracked work order. All outside services procured to design/implement/construct the geothermal Pilot will charge the tracked work orders and be recoverable through the Geothermal Energy Provision ("GEP") in the Company's Local Distribution Adjustment Clause ("LDAC") tariff. In the event that

the Company needs to identify charges further than explained here, additional work orders can be created as either tracked or non-tracked for specific reporting and analysis needs.

GEOHERMAL DEMONSTRATION PILOT SERVICE AGREEMENT

THIS GEOHERMAL DEMONSTRATION PROGRAM SERVICE AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2021 (“Effective Date”), by and between NSTAR GAS COMPANY d/b/a Eversource Energy, a Massachusetts corporation and gas company, with an address at 247 Station Drive, Westwood, Massachusetts 02090 (“Company”) and _____, _____, with an address at _____, Massachusetts _____ (“Customer”). The Company and Customer are each referred to herein singularly as a “Party” and collectively as “Parties”.

Background:

The Company has received approval of the Massachusetts Department of Public Utilities (“DPU”) for a pilot program for the installation and operation of a geothermal network in D.P.U. 19-120 (the “Pilot”). Pursuant to the Pilot, the Company is to install, own and operate certain equipment geothermal network equipment (defined below as the “Facilities”) which would provide the primary heating service at a location selected by the Company during the Pilot demonstration period. Customer owns that property located at _____ (“Site”) or has a long-term lease (as defined below) for that entire Site, and desires to participate in the Pilot.

The Parties hereby agree as follows:

1.0 The Company agrees to provide and the Customer agrees to utilize geothermal-based heating service (referred to herein as the “Service”) for the Site using the Facilities to be installed by the Company (described in Exhibit A hereto) and the Customer’s existing air handling, distribution, and ventilation system (the Customer Equipment described in Exhibit B hereto) (the Facilities and the Customer Equipment are collectively referred to herein as the “Geothermal Network”) for a _____ month period commencing on the In-Service Date (the “Service Period”). Depending on the adequacy of the Customer Equipment and the configuration of the Geothermal Network, the Geothermal Network may also have the capability to provide cooling, but cooling service is not guaranteed. The In-Service Date shall be agreed by the Parties following the completion, testing, inspection, and acceptance of the Geothermal Network by the Company. Upon the expiration of the Service Period the Company may, but is not obligated to, continue to provide Service on terms acceptable to the Company and Customer. In the event the Company elects not to continue to offer the Service, the Company will work cooperatively with the Customer to either find a third party to assume responsibility for the ownership and operation of the Facilities or to have an alternative heating service provided to the Site.

2.0 The terms and conditions applicable to the Service shall include the provisions of this Agreement and the following provisions of the Company’s Terms and Conditions for Distribution Service (Exhibit C hereto) which are incorporated herein by reference, with the understanding that for the purposes of this Agreement service from the Geothermal Network shall be substituted for references to gas service:

- Character of Service (#3)
- Customer Installation (#6)
- Company Installation (#7)
- Possession of Gas (#9)
- Metering and Determination of Deliveries (#11.5)
- Discontinuance of Service (#18.1 and 18.2)
- Force Majeure and Limitation of Liability (#20.1 and 20.2)
- Taxes (#22.1 and 22.2)

3.0 The specific location of the Facilities and the schedule for installation of the Facilities shall be determined by the Company in coordination with the Customer. The Company agrees, at the Company's expense, to install the Facilities and to operate and maintain the Facilities for the duration of the Service Term. The Company shall obtain all permits and approvals required for the installation of the Facilities. The Company may use contractors to perform installation and maintenance/repair work and assessment services, and all personnel shall carry proper identification which shall be shown to the Customer.

4.0 The Customer agrees, at the Customer's expense, to maintain the Customer's existing air handling, distribution, and ventilation system that comprise the Customer Equipment. The Company has no obligation to operate or maintain the Customer Equipment, or to correct any code violations or other deficiencies with the Customer Equipment or at the Site.

5.0 The Customer warrants and represents that to the best of the Customer's knowledge there are no obstructions or conditions that would impair the installation or operation of the Facilities at the Site, and that there are no hazardous substances or materials, as defined under State or Federal law, located in the area where the Facilities are to be installed. In the event such conditions are found, the Company shall have the right to suspend work and to terminate this Agreement, without any further liability to Customer other than restoration of the area disturbed by the Company.

6.0 The Customer and the Company shall, prior to the date set for the installation of Facilities, coordinate to mark out any private utilities (including, but not limited to, underground electric, sewer, water and septic lines and systems) which are located on the premises where Facilities are to be installed in compliance with the Commonwealth of Massachusetts "Dig Safe" law.

7.0 The Customer agrees to pay the monthly charges specified in Exhibit D. The foregoing rate is for the Service Term only and shall not apply to any heating service offered following the Service Term.

8.0 Customer grants to the Company and its contractors the right and access to install, repair, replace, maintain, and remove the Facilities and communication lines for control and metering purposes at the Site, and to monitor, evaluate and enhance the performance of the Geothermal Network. The Company shall provide advance notice of work at the Site. The Customer agrees to execute easement, lease or license agreements as are necessary to document the Company's right to locate the Facilities at the Site and to access the Site as provided in this Agreement.

9.0 This Agreement must be signed by an authorized representative of the Customer, and the Customer agrees to provide documentation of that authority if requested by the Company. In the event the Customer is not the exclusive owner of the Site or is a tenant at the Site, Customer shall notify the Company, and the Company's obligations under this Agreement are subject to obtaining all necessary consents from all applicable owners and tenants. The Customer agrees to cooperate with the Company in obtaining those consents. In the event that the Customer is a tenant, the Customer represents that the Customer lease rights extend through at least the end of the Service Period. If the Customer owns the Site and desires to sell the Site during the Service Period, the Customer shall notify the Company, and further agrees that this Agreement shall be binding on any successor owner until the end of the Service Period. The Customer agrees to obtain and provide to the Company an assignment and assumption by the successor owner of Customer's obligations under this Agreement. Any other assignment by the Customer of its rights or obligations under this Agreement shall require the advance written consent of the Company.

10.0 The Company shall be entitled to any and all energy efficiency program rebates and incentives related to the Facilities.

11.0 The Customer agrees to provide information and documentation that the Company may request regarding the installation, repair, maintenance, operation, and performance of the Geothermal Network, and regarding the Customer's other utility and fuel usage, and further agrees to complete customer satisfaction surveys regarding the Service.

12.0 This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof. There are no third-party beneficiaries to this Agreement. All exhibits to this Agreement are hereby incorporated by this reference into this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original.

13.0 Any notice to Company shall be directed to:

NSTAR Gas Company d/b/a Eversource Energy
157 Cordaville Road
Southborough, Massachusetts 01772
Attn: Nikki Bruno, Director, Clean Technologies
Email Address: nikki.bruno@eversource.com

14.0 This Agreement is subject to the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and shall be subject to the jurisdiction of the DPU and any other governmental entity having jurisdiction over a Party or the subject matter of this Agreement. The sole venue and jurisdiction for any action related to this Agreement shall be in Boston, Massachusetts.

ACCEPTANCE OF THE ABOVE TERMS BY THE AUTHORIZED REPRESENTATIVES OF
THE PARTIES:

NSTAR GAS COMPANY
d/b/a Eversource Energy

By: _____
Name: _____
Title: _____

[CUSTOMER]

By: _____
Name: _____
Title (if applicable): _____

EXHIBIT A

GEOHERMAL SYSTEM FACILITIES

EXHIBIT B

CUSTOMER EQUIPMENT

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

EXHIBIT D

GEOHERMAL DEMONSTRATION PROGRAM SERVICE AGREEMENT
MONTHLY RATE SCHEDULE*

Rate Type	Monthly Charge
Residential	\$9.75
Residential Low Income	\$7.30
Commercial/Industrial	\$21.00

**Please note that these billing rates will be charged on a monthly basis. The above rates are indicative; actual rates will be confirmed prior to execution of the customer agreement.*

**GEOHERMAL DEMONSTRATION PILOT
SITE EVALUATION AND LICENSE AGREEMENT**

THIS SITE EVALUATION AND LICENSE AGREEMENT (“Agreement”) is entered into as of the ___ day of _____, 2021 (“Effective Date”), by and between NSTAR GAS COMPANY d/b/a Eversource Energy, a Massachusetts corporation and gas company, with an address at 247 Station Drive, Westwood, Massachusetts 02090 (“Company”) and _____, a _____, with an address at _____ Massachusetts _____ (“Site Owner”). The Company and Site Owner are each referred to herein singularly as a “Party” and collectively as “Parties”.

Background:

- A. The Company has received approval from the Massachusetts Department of Public Utilities (“DPU”) for a pilot to evaluate the use of a geothermal network for heating and cooling in D.P.U. 19-120 (the “Pilot”).
- B. Site Owner has indicated its desire to participate in the Pilot and has offered to host geothermal network for heating and cooling on property owned or controlled by the Site Owner located at _____ (“Site”).
- C. In order to determine the feasibility of installing a geothermal network at the Site, the Company needs to perform an assessment of the Site conditions as described Exhibit ___ hereto (the “Site Assessment”).
- D. In order to proceed with the Site Assessment, the Company requires permission, in the form of this Agreement, from the Site Owner, to access the Site.
- E. Consistent with the foregoing, the Parties desire to memorialize their mutual agreements and their respective obligations with respect to the Site Assessment.

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

1.0 The Site Owner hereby grants to the Company, its successors and assigns, the license and permission, from time to time as may be necessary to complete the Site Assessment in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials, in a manner and location reasonably acceptable to the Site Owner and the Company. The Site Owner agrees that any field changes in the location of the Facilities shall be subject to prior review and written approval of the Company, which shall not be unreasonably withheld.

3.0 The Company shall indemnify, defend, and hold harmless the Site Owner from and against any claim, cost, loss, or liability incurred for physical damage or injury caused by the negligence or willful misconduct of the Company, its employees, agents, and contractors in the conduct of the Site Assessment.

4.0 The Site Owner will cooperate with the Site Assessment and provide such information regarding the Site and Site conditions as the Company requests and shall not obstruct the Site Assessment work.

5.0 The Company shall procure and maintain at its expense, at all times during the term of this Agreement, public liability insurance, including personal injury and property damage, and automobile liability insurance in amounts of \$2,000,000 combined single limit each, against all claims and demands of any injury to person or property which may occur or be claimed to have occurred on the Site as a result of the work on the Site by the Company or its contractors. The Site Owner acknowledges that Company may self-insure all or part of its insurance obligations hereunder.

6.0 In the event hazardous materials or substances are discovered at the Site during the course of the Site Assessment, the Company's sole obligation shall be to comply with the Utility Related Abatement Measures ("URAM") set forth in 310 CMR 40.0460 et seq. as amended from time to time, and all other responsibility and liability with respect to such hazardous materials or substances shall be assumed by the Site Owner.

7.0 Notices under this Agreement shall be in writing and sufficient if sent by (a) facsimile, with electronic confirmation of receipt (provided that an additional copy of the notice shall be sent via first class mail, postage prepaid), or (b) by hand delivery or overnight courier delivery, in either case with written confirmation of delivery, to the following addresses:

If to the Company:

NSTAR Gas Company d/b/a Eversource Energy
One NSTAR Way, _____
Westwood, Massachusetts 02090
Attn: _____

If to the Site Owner:

Such notices shall be deemed delivered when received or when delivery is refused.

8.0 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall be binding on the parties and their respective

successors in title. This Agreement can be modified only by an instrument in writing signed by both parties.

9.0 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall be specifically enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

COMPANY:

NSTAR GAS COMPANY
d/b/a Eversource Energy

By: _____

Name:

Title:

SITE OWNER:

By: _____

Name:

Title:

Geothermal Pilot Stakeholder Outreach

Name	Date	Frequency (if applicable)
HEET	11/5/2020; 12/18/2020; 2/5/2021; 3/3/2021; 3/25/2021	Roughly bi-weekly
HEET Charrettes	12/16/2020; 1/20/2021; 1/27/2021; 2/17/2021;	Monthly
National Grid	1/6/2021; 2/1/2021; 3/3/2021; 4/7/2021	Monthly
MA CEC	11/3/2020; 12/3/2020;	
DOE	11/4/2020	
DCAM	11/25/2020; 2/23/2021	
AGO/DOER	12/2/2021; 2/4/2021	
Worcester potential customer (Botany Bay)	2/4/2021	
Power Options	2/12/2021	
NYSEG/UI	2/19/2021	
UNH/Matt Davis	2/23/2021	
City of Worcester (multiple parties)	3/4/2021	
City of Framingham (multiple parties)	3/19/2021	
City of Somerville (multiple parties)	3/30/2021	
City of Boston Planning & Development Agency	3/26/2021	