

~~9/27/2024 12:30 PM~~ Memorandum of Agreement  
Park City Wind Comments ~~10/1/24~~11/1/24

**Between COMM Water and Park City Wind LLC**

This Memorandum of Agreement (the “**Agreement**”) is among the Board of Water Commissioners of the Centerville-Osterville-Marstons Mills Fire District, Water Department (“**COMM Water**” or “**COMM**”) a component of the Centerville-Osterville-Marstons Mills Fire District (the “**District**”) located within the Town of Barnstable (the “**Town**”), the Prudential Committee of the District (“**PruComm**”) and PARK CITY WIND LLC, a Delaware LLC engaged in the construction and delivery of wind generated energy (collectively referred to herein as “**Park City Wind**,” ~~(sometimes referred to as “PCW”)~~, (each a “**Party**” and collectively, the “**Parties**”) is effective as of \_\_\_\_\_ XX\_, 2024.

WHEREAS, COMM Water owns and operates public water supply resources comprised of active well fields and acreage assembled to produce, protect and preserve the public water supply for over twelve thousand households located within the District, as and a significant number of households and facilities outside the District, including the Cape Cod Community College located in West Barnstable, MA. as well as the infrastructure used to provide potable and fire suppression water to the citizens who are served by the District (the “~~infrastructure~~**Infrastructure**”).

WHEREAS, the COMM Water Infrastructure outside the lands it owns is located primarily in public and private ways and to the extent of public ways has been installed with the agreement and consent of the Town of Barnstable since the late 1930’s.

WHEREAS, Park City Wind has designed and plans to construct a route under the Ways for the delivery of its offshore wind generated, high voltage electrical energy through multiple cables that will be encased in concrete duct banks originating at Craigville Beach.

WHEREAS, the Infrastructure includes 6-inch, 8-inch, 12-inch, and 16-inch water mains (the “**Water Lines**”) and service connections including fire hydrants (the “**Connections**”) located beneath and adjacent to Craigville Beach Road, Main Street, Old Stage Road, and Shootflying Hill Road (the “**Ways**”) within the boundaries of the Town and District.

WHEREAS, Park City Wind wishes to relocate portions of COMM Water’s Infrastructure to accommodate Park City Wind’s electrical cables and duct banks at Park City Wind’s expense.

WHEREAS, portions of the Infrastructure are about 90 years old and would otherwise require replacement in the foreseeable future.

WHEREAS, the cost of such replacement to COMM Water could be in the range of \$15 to \$20 million.

~~Whereas~~**WHEREAS**, the District public water supply resources, which include public water supply wells, storage facilities, other infrastructure and water resource protection land,

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including land taken by eminent domain and land acquired by purchase, all of which lies above one or more segments of Cape Cod's sole source aquifer upon which the District and COMM Water exclusively depends for their public water supply, and;

~~WHEREAS the Infrastructure includes 6 inch, 8 inch, 12 inch, and 16 inch water mains (the "Water Lines") and service connections including fire hydrants (the "Connections") located beneath and adjacent to Craigville Beach Road, Main Street, Old Stage Road, and Shootflying Hill Road (the "Ways") within the boundaries of the Town and District.~~

~~WHEREAS, PCW has designed and plans to construct a route under the Ways and waters over which the Ways pass, for the delivery of its off shore wind generated, high voltage electrical energy through multiple cables that will be encased in concrete duct banks originating at Craigville Beach, and~~

WHEREAS, the lands acquired by COMM Water and the peripheral lands which contribute to the public water supply and its protection are authorized and mandated by its enabling legislation, St.1937, Chapter 169 and further governed and controlled by numerous statutes and regulations as well as Constitutional Amendments intended to preserve and protect the public water supply, including:

- MA Constitution, Amendment Article 97
- G.L. c.3, § 5A, (effective Feb. 2023)
- G.L. c.40, § 15B
- 220 CMR 22, specifically referencing sub-sections 21.03 and 22.24 G.L. c. 184, §§ 31 and 32 (Implementing Art 97), and

WHEREAS, the paramount concern of COMM Water and the District is the protection and preservation of the public water supply for household use and fire suppression needs, and

WHEREAS, on or about March 4, 1981, the federal Environmental Protection Agency, (the "EPA") received a petition from the Cape Cod Planning and Economic Development Commission requesting EPA to designate the water resources underlying the Cape Cod aquifer as a "sole source" aquifer and,

WHEREAS, on the basis of information available to the EPA, the EPA Administrator made the following findings, resulting in the following determinations:

- The Cape Cod aquifer is a single continuous aquifer which currently serves as the "sole source" of drinking water for the approximately 147,725 permanent residents and 424,445 peak seasonal residents of Cape Cod.
- There is no existing alternative drinking water source, or combination of sources, which provides fifty percent or more of the drinking water to the designated area, nor is

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there any reasonably available alternative future source capable of supplying Cape Cod's drinking water demands.

- The Cape Cod aquifer is glacial in origin and is composed of unconsolidated sand, gravel, silt and clay deposits. As a result of its highly permeable soil characteristics, the Cape Cod aquifer is susceptible to contamination through its recharge zone from a number of sources, including but not limited to, chemical spills, highway runoff, septic tanks, leaking storage tanks, and leaching from open dumps. There is present evidence of localized contamination of the aquifer from chemical spills, individual disposal systems, leaking fuel tanks, and wastewater treatment systems. Since ground water contamination can be difficult or impossible to reverse, and since this aquifer is relied on for drinking water purposes by the general population, contamination of the aquifer would pose a significant hazard to public health.

The area in which Federal financially assisted projects will be subject to review is the area that includes the Cape Cod aquifer, its streamflow source zone, and its recharge zone, which are one and the same.

For purposes of this designation, the Cape Cod aquifer is considered a single continuous aquifer, with the Cape Cod Canal, Cape Cod Bay, the Atlantic Ocean, Nantucket Sound and Buzzards Bay its lateral boundaries. Similarly, the recharge zone boundaries of the aquifer will be regarded as coterminous with the lateral boundaries of the aquifer.”

WHEREAS the Parties intend that the construction and operation of Park City Wind's, cables, duct banks, and an associated electrical substation on Shootflying Hill Road be undertaken in a manner that minimizes impact on the environment, including the Cape Cod aquifer, and the public, and that appropriate mitigation be put in place to protect such interests.

WHEREAS Park City Wind's electrical substation will contain certain electrical equipment that will contain dielectric fluids. Park City Wind has developed plans and proposals, reviewed and approved by all appropriate state and federal regulators, that contemplate containment, inhibition and/or mitigation of any release of pollutants.

WHEREAS the Parties agree that a release of dielectric fluids and other hazardous materials from the electric substation must be avoided.

WHEREAS Park City Wind has demonstrated a specific commitment to the safety of and mitigating potential impacts to the Cape Cod aquifer from a release of dielectric fluids or other hazardous materials, evidenced in part through (i) a Host Community Agreement (the “HCA”) between Park City Wind and the Town of Barnstable, dated May 6, 2022 (as amended) and provided as **Appendix A** to this Agreement, and (ii) a Side Agreement Relating to the Host Community Agreement between Park City Wind and the Town of Barnstable (the “Side Agreement,”), dated June 25, 2024 and provided as **Appendix B** to this Agreement. Together, the HCA and Side Agreement contractually obligate Park City Wind to:

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- Protect groundwater by providing full-volume (110%) containment systems for major substation components that use dielectric fluids (HCA, sections 7(a-b) and Exhibit C at section 1.4.2),
- Fund the relocation or otherwise safeguard any Town-owned water and sewer infrastructure within roadways that the Town determines will be adversely impacted by the installation of concrete duct banks (HCA, section 8(c)),
- Compensate the Town of Barnstable for all costs reasonably incurred by the Town of Barnstable due to damage or other adverse impacts, including thermal impacts, on the Town's subsurface utilities within the roadway right-of-way (Side Agreement, section 4(b)),
- Prepare an Emergency Response Plan with the Barnstable Department of Public Works and the COMM, Hyannis and West Barnstable Fire Districts (Side Agreement, section 5(c)),
- Provide policies of commercial liability insurance acceptable to the Town of Barnstable, naming the Town of Barnstable individually or as an additionally-named insured for coverage including \$1 million per occurrence and \$3 million in aggregate broad form general liability insurance including coverage relating to underground property damage, automobile liability, \$5 million of umbrella insurance, \$20 million per occurrence for contractor pollution liability during construction, and \$20 million (adjusted for inflation every five years) for premises pollution liability after construction (Side Agreement, section 6 and Exhibit C),
- Pay \$16,000,000 in Host Community Agreement fund (Side Agreement, section 3(f)),
- Pay \$5,500,000 to improve roadways and sidewalks along the public ways under which Park City Wind proposes to install transmission lines (Side Agreement, section 3(c)), and
- Pay compensation to affected businesses and cultural institutions (Side Agreement, section 3(e) and Exhibit D).

WHEREAS Park City Wind commits to further mitigate potential impacts from a release of dielectric fluids or other hazardous materials as established through this Agreement.

WHEREAS, COMM Water, as a condition of its ability and authority to perform or authorize the obligations described herein will identify, file for and obtain, at its own cost and expense, (i) any required permit from the Massachusetts Department of Environmental Protection ("MassDEP") required for distribution system modifications, (ii) an Order of Conditions or equivalent from the Town of Barnstable Conservation Commission, and (iii) if necessary, an authorization from the Town of Barnstable to allow relocation of the Water Lines within the existing roadway layouts for the Ways, and (iv) any other relevant regulatory or permitting approvals (collectively, the "Permits"), provided however, that ~~Comm~~COMM Water's obligation to obtain Permits shall only pertain to those permits, authorizations, licenses, Orders or other approvals that would be required if COMM Water was independently and without third party project considerations, implementing the Modifications without the need or desire to relocate lines to accommodate or facilitate such third party projects and/or to

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proponents of such third party projects, who shall themselves bear the costs and burdens of obtaining such other permits/approvals), so that Park City Wind, in conformity with COMM Water and State requirements, may, as a gift to COMM Water and the District, construct distribution system modifications to the Infrastructure (“the **Modifications**”), subject at all times to the review, approval, monitoring, and inspection of COMM Water as more specifically described herein.

WHEREAS, the Modifications include replacement of all existing Water Lines within Craigville Beach Road between Craigville Beach and South Main Street, within Main Street between South Main Street and Park Avenue, within Old Stage Road between Park Avenue and Shootflying Hill Road, and within Shootflying Hill Road between Old Stage Road and the Transmission Right-of-Way located north of Pleasant Pines Ave. The Modifications, as more particularly described in designs, plans and specifications required for the construction or operation of the Modifications include (i) removal of identified lead service connections between the Water Lines *and* the curb stops (i.e., including the road shoulder); (ii) valve and hydrant replacement, and (iii) upsizing existing Water Lines to 12-inch or 16-inch. The approximate total length of Water Lines to be replaced is twenty-thousand seven-hundred feet (20,700 LF); a portion of the Water Lines may be replaced in situ, and other portions of the Water Line may, with prior approval of COMM Water be replaced and relocated within the roadway layout of the Ways. The Modifications will be designed and constructed in a manner that assures continuity of domestic water and fire suppression service during and until final completion of construction, provided that limited interruption of domestic water service (but not of fire suppression service) may occur while transferring homes onto the new system, or otherwise as approved by COMM Water. The new Water Lines will conform to COMM Water specifications but consist primarily of 8-inch, 10-inch, 12-inch and 16-inch pipe, with some 6-inch pipe for hydrant laterals and some upsizing of existing 12-inch to 16-inch.

WHEREAS, ~~Figure 1~~ to this Agreement shows the approximate location of the Modifications.

WHEREAS, ~~the~~ Modifications will include removal of any lead service connections so designated by COMM Water, modernize the potable water supply Infrastructure, and reduce the risks of water service interruptions in the District while also facilitating the efficient installation of the duct bank to be constructed under the ways and used by Park City Wind for the transmission of electricity generated by once Park City Wind's offshore wind facility (the “**Offshore Wind Project**”) once it commences regular operations.

WHEREAS, the Modification commencement date, subject to the Permits, is expected to occur starting as early as February 2025. Completion of the Modification does not depend entirely on Park City Wind as it is subject to a number of influential factors which are presently known to Park City Wind, including, among others, time of year restrictions, efficient coordination with installation of the Town's planned sewer project and Park City Wind's planned duct banks, and some of which are unknown, for example weather-related issues.

WHEREAS, the Parties agree that time is of the essence to the construction and completion of the Modifications, Park City represents and agrees that the Modifications shall be

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completed (not just substantially completed) by the time the Park City Wind project begins full commercial operation of its wind farm.

WHEREAS, the Parties agree that coordination and cooperation between and among the Parties is necessary for the Modifications to be constructed prior in a timely fashion.

WHEREAS, Park City Wind will deliver to COMM Water prior to commencement of any work, labor, ordering or delivery of materials on or to the site of the Modifications, the security and redundancy assurances described in section 3.g. of this Agreement. NOW THEREFORE, the Parties agree as follows:

1. Park City Wind will:

~~NOW THEREFORE, the Parties agree as follows:~~

- a. Provide up to \$50,000 in reimbursement to COMM Water for documented staff time and legal service expenses associated with reviewing and executing this Agreement.
- b. Provide to COMM Water a report prepared by Park City Wind's third-party engineers regarding potential thermal impacts as a result of operation of the duct banks on the Infrastructure as well as on Lake Wequaquet.
- c. Provide funding of up to \$50,000 to enable COMM Water to hire third-party consultant to review Park City Wind's third-party engineers' report. The third-party consultant shall be selected by COMM. Provided that: 1) The firm must be qualified in the area of public drinking water protection and relevant engineering standards; 2) Be affiliated with the American Water Works Association (AWWA); 3) Be licensed to operate in Massachusetts; 4) Have 30 calendar days to complete analysis of Park City Wind's third-party engineers report from date of contract confirmation and notice to proceed from COMM and receipt of the report.
- d. Meet with the COMM Fire Chief within 6 months of executing this Agreement to review and agree on the proper procedures for responding to a fire or other event involving the duct bank and the substation. Once response procedures are agreed upon, Park City Wind commits to involving COMM Fire in emergency response drills and, on a recurring basis as needed, reviewing these response procedures with COMM Fire personnel.
- e. Provide updates to COMM Water regarding Park City Wind's Power Purchase Agreement (the "PPA") when major PPA-related milestones are reached, specifically PPA execution, submission of the PPA to the Department of Public Utilities, and approval of the PPA by the Department of the Public Utilities.

2. + Prior to and during construction of the Modifications, COMM Water will:

- a. As system owner/operator, assist to promptly identify, apply for and obtain all Permits it has agreed to obtain for the Modifications, at ~~PCW~~Park City Wind's cost and expense.
- b. Review and, if satisfactory to COMM Water in its sole but reasonable judgement, promptly approve all designs, plans and specifications required for the

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- construction or operation of the Modifications in accordance with COMM Water and State requirements.
- c. In coordination with Park City Wind, monitor and inspect by its Superintendent, Assistant Superintendent, or COMM Water Project Manager (as defined below), the design and materials employed and the installation of the Modifications on an ongoing basis and to periodically inspect construction procedures with regard to compliance with all COMM Water and State requirements.
  - d. Retain a Project Manager of COMM's choosing to assist with the implementation of COMM Water's obligations under this Section and to liaise with Park City Wind and its contractors (the "**COMM Project Manager**"). COMM Water's obligation to retain a Project Manager is only to the extent paid for by Park City Wind pursuant to Section ~~2~~3.c.(iv). COMM Water may in its sole discretion and cost, retain the COMM Project Manager for services over and above those paid for by Park City Wind, but has no obligation to do so;
  - e. Support Park City Wind's Offshore Wind Project in its permitting, construction, operation, and maintenance, and will provide at no material cost to COMM Water such assistance as may be reasonably requested to facilitate the timely development of the Offshore Wind Project. Such assistance may include but is not limited to (i) facilitating permitting at state, regional and local levels; (ii) providing information and guidance to facilitate efficient planning and construction processes and minimize disruption to District residents; (iii) working cooperatively with Park City Wind on construction scheduling, and (iv) considering promptly and in good faith all requests from Park City Wind for additional information or access.

3. ~~2~~ Prior to, during and after construction of the Modifications, Park City Wind shall:

- a. Provide all engineering services and materials required for the design and construction of all aspects of the Modifications in conformity with COMM Water specifications; and permitting support from time-to-time as reasonably requested by COMM Water; and not interfere with operations of COMM specifically spring flushing program
- b. Obtain construction-related permits and approvals required to construct the Modifications, other than the Permits, provided, however, that COMM Water will support and otherwise work with Park City Wind with respect to such permits and approvals. If necessary COMM Water will, after notice of such intention, allow ~~PWC~~Park City Wind to name COMM Water as the permittee with regard to permits required to allow construction of the Modifications. ~~PCW~~Park City Wind shall provide as-built drawings for all work as necessary.
- c. Pay for (i) the engineering and permitting contractors, if any, that support COMM Water's obligations in Section ~~4~~2 of this Agreement, (ii) the construction contractors that construct the Modifications, (iii) ~~all~~all materials, supplies, equipment any other third party costs, fees and expenses reasonably related to the permitting, design, and construction of the Modifications (both hard and soft costs), (iv) the COMM Project Manager to assist with the implementation of COMM Water's obligations under Section ~~4~~2 and to liaise with Park City Wind and its contractors at hourly rates not to exceed \$105.00 per hour; and (v) any

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reasonable and justified costs incurred by COMM Water during construction as a result of any fire suppression service interruption or any unauthorized domestic service interruptions.

- d. Undertake with due diligence and at its sole cost and expense: (i) all requisite design and construction with appropriate oversight, monitoring and inspection by COMM Water, which design and construction shall include implementation of thermal shielding consistent with good engineering practice~~-. The design shall be shared with COMM Water for its review and comment prior to commencement of construction;~~ (ii) provide a copy of the project's emergency response plan, (iii) Remove and store at its sole cost and expense, for a period not to exceed 1 year, all water mains that are to be removed and which shall remain the property of COMM Water, and (iv) provide performance insurance for the total value of the Modifications prior to commencement of any construction and until the warranty described in Paragraph 45 Expires.
- e. Indemnify, hold harmless and (at Park City Wind's discretion) defend the District and COMM Water from any and all claims, demands, or actions, judicial or administrative to the extent caused by or arising from the actions or inactions and activity or inactivity of Park City Wind in the performance or non-performance of its obligations in this Paragraph 23, including any arising as work or materialmen's liens, until such time as the applicable statute of limitations with respect to any of such actions or inactions shall have run as to any matter so indemnified. After construction, and notwithstanding anything else in this Agreement to the contrary, Park City Wind has no liabilities or obligations to indemnify, hold harmless or defend the District or COMM Water with respect to claims, demands or actions arising out of or relating to the design and construction of the Modifications, other than as specified in Paragraph 45;
- f. Support COMM Water's efforts to obtain the Permits required for the Modifications; and
- g. Prior to commencement of construction of the Modifications or purchase of any materials giving rise to any lien against property of the District, Park City Wind shall provide a security deposit in the amount of \$150,000.00 (the "Security"), to secure an immediate sum sufficient to enable the District to defray at least the initial estimated costs, fees or expenses indemnified by Park City Wind's indemnification obligations herein. The Security shall be amended from time-to-time by a mutually agreeable amount to reflect any material reduction in ~~PCW's~~Park City Wind's responsibilities under the indemnification provisions of this Agreement. Maintenance and disbursement of such Security shall be duly accounted for by COMM Water within a reasonable time following the Completion Date.

4. ~~3.~~ After construction, COMM Water will:

- a. Continue to own, operate, and maintain the Infrastructure, including the Modifications in accordance with applicable law and good engineering practice at its sole expense and responsibility;

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- b. Comply with all permits for the Infrastructure, including the Modifications, and otherwise act in accordance with applicable law;
  - c. Retain or assume all obligations and liabilities associated with the Infrastructure, including the Modifications. COMM Water specifically agrees that Park City Wind will not have any ongoing obligations or liabilities with respect to the Infrastructure, *per se* including the Modifications except as specified in Section ~~4~~5; and
  - d. Mutually Cooperate with the Town and Park City Wind with respect to this ~~agreement~~Agreement.
5. ~~4.~~ After construction, COMM Water will cooperate with Park City Wind with regard to the satisfactory cure of any Modifications suffering a material defect in materials or workmanship identified within the warranty period of the relevant contractor(s) (which shall be not less than THREE (3) years from final<sup>1</sup> completion of ~~the relevant segment of~~ the Modifications) that designed, permitted and constructed the Modifications under contract with Park City Wind. Furthermore, upon final (not simply substantial) completion of the Modifications and after satisfactory inspection of the Modifications to determine such, Park City Wind shall deliver written lien waivers to COMM Water from all contractors, subcontractors and material and equipment suppliers engaged in the Modifications project together with an affidavit signed by duly authorized officers/managers on behalf of Park City Wind attesting to the accuracy and completeness thereof. Park City Wind shall not have any obligations (other than cooperation with Comm Water) with respect to such defects in material or workmanship identified after the warranty periods of the relevant contractor(s).
6. ~~5.~~ Other than as specified in Sections ~~2-e~~3c., and ~~4~~5, Park City Wind does not assume or retain any post-construction obligation, expense or liability with respect to the Infrastructure including the Modifications including but not limited to operational expenses and compliance with applicable law and good engineering practice.
7. If Park City Wind is responsible for a release of dielectric fluids or other hazardous substance, as defined in the HCA, from the substation, and such fluids or substances migrate to one or more of COMM Water's public water supply wells at concentrations above applicable drinking water standards as measured at the wellhead, then Park City Wind will install filtration or equivalent controls at any affected water supply wellhead and operate it until concentrations at that wellhead are below applicable drinking water standards.

<sup>1</sup>Final completion means that, for any given segment of the Modifications, the work required for that segment is fully and finally completed in accordance with this MOU and the designs, plans and specifications required for the construction or operation of that segment of the Modifications.

8. Park City Wind will cause COMM Water to be named as additional insured on the insurance policies referenced in Exhibit C to the Side Agreement including those relating to Premises Pollution Liability insurance for Park City Wind's substation.
9. If Park City Wind seeks to repower the project at the end of its useful life, Park City Wind will evaluate the integrity of insulation and document its findings in a report to COMM Water.
10. In the event of any confirmed report of bacteria growth or other public health concern that is plausibly caused by thermal impact of Park City Wind's duct bank, Park City Wind will reimburse COMM the costs for any emergency chlorination performed within Infrastructure on the Park City Wind onshore route roadways and side streets from those roadways.
11. ~~6.~~ Each signatory hereto warrants and represents that it is duly authorized to sign this Agreement and thereby *bind* its principal.
12. ~~7.~~ The benefits and obligations in this Agreement may be assigned by a Party to a related or successor entity controlled by or affiliated with the assigning Party with 30 day written notice to the other Party. The Agreement may not be assigned by a Party to an unrelated entity without the permission of the other Party, which permission shall not be unreasonably withheld, conditioned or delayed.
13. ~~8.~~ If there is a dispute about any matter arising out of or relating to this Agreement, the Parties will work cooperatively to resolve it through informal negotiation, which shall not without further written agreement require the parties to engage in formal mediation or arbitration, before filing any claim or demand in court. Except as the Parties may otherwise agree in writing, the sole and exclusive forum for any unresolved claims shall be the Barnstable County Superior Court so long as it has jurisdiction over the matter. If the Superior Court does not have jurisdiction, then the forum shall either be the Barnstable District Court or federal court located within the Commonwealth of Massachusetts (if the latter shall hold exclusive jurisdiction), notwithstanding that under any other law, rule or regulation a different forum would be appropriate or presumed. This Agreement will be interpreted under the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law, provision or rule that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts. Each of the Parties hereto hereby voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement.
14. ~~9.~~ Miscellaneous:

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- a. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.
- b. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein as of the effective date.
- c. This Agreement (i) may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document, and (ii) will be considered signed when the signature of a Party is delivered by facsimile transmission, by scanned image (e.g., a .pdf extension) as an attachment to e-mail, or by any other electronic means, which signature must be treated in all respects as having the same effect as an original signature.
- d. This Agreement was prepared jointly by the Parties and will not be construed against either of the Parties as a result of the manner in which this Agreement was prepared, negotiated or executed.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have hereby executed and delivered this Agreement, effective as of the date first written above.

**BOARD OF WATER COMMISSIONERS  
FOR THE  
~~CENTERVILLE-OSTERVILLE-MARSTON~~  
CENTERVILLE-OSTERVILLE-MARSTON  
S MILLS DISTRICT**

**PARK CITY WIND LLC**

JOHNSON, PATRICK [JP1] November 1, 2024 04:13 PM  
Add Prudential Committee as well

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title: Authorized Representative

Title:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: Authorized Representative

By: \_\_\_\_\_

~~Park City Wind LLC~~

~~By: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

Name:

~~See Attached Secretary's Certificate For Authority~~

Title:

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**Figure 1: Approximate Location of the Modifications**

*To be added*

~~EXHIBIT~~ APPENDIX “A” – HOST COMMUNITY AGREEMENT

APPENDIX "B" – SIDE AGREEMENT

|   |     |
|---|-----|
| <b>Summary report:</b>  |     |
| <b>Litera Compare for Word 11.9.1.1 Document comparison done on<br/>11/5/2024 10:51:44 AM</b> |     |
| <b>Style name:</b> Default Style  |     |
| <b>Intelligent Table Comparison:</b> Active   |     |
| <b>Original filename:</b> COMM Water MOU 10.1.24 PCW.docx                                     |     |
| <b>Modified DMS:</b> iw://work.foleyhoag.com/FOLEYHOAGUS/12547529/10                          |     |
| <b>Changes:</b>   |     |
| Add   | 110 |
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| Move To   | 0   |
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| <del>Table Delete</del>   | 0   |
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| <del>Table moves from</del>   | 0   |
| Embedded Graphics (Visio, ChemDraw, Images etc.)  | 0   |
| Embedded Excel  | 0   |
| Format changes  | 0   |
| <b>Total Changes:</b>   | 159 |