

2023 Shutesbury Annual Operating Report



Spencer Woodward
Business Manager
Spencer.Woodward@nexteraenergy.com

Marcos D. Quintana
Regional Manager
Marcos.Quintana@nexteraenergy.com

Operation Conditions:

1. Should any segment of the perimeter fencing be visible in winter from Reed Road, that visible portion shall be dark green or black in color.

Response: Perimeter fencing is not visible during the winter from Reed Road.

2. Signage shall be provided to identify the operator of the facility and provide a 24-hour emergency contact phone number. Signage at the perimeter fence warning pedestrians is allowable. Signage shall not be used for displaying any advertising.

Response: There is signage at the site's gate that provides a pedestrian warning as well as the name of the operator and the 24/7 emergency contact phone number.



3. A copy of a final Commissioning Report shall be submitted to the Shutesbury Board of Selectmen no less than 30 days following the activation of the facility.

Response: A copy of the Commissioning Report was provided as part of the 2020 Annual report.

4. Emergency Preparedness: Applicant shall provide a copy of the Project summary, electrical schematic, and site plan to the Fire Chief, Highway Superintendent, and Emergency Management Director, and identify a responsible owner/operator for public inquiries throughout the life of the installation prior to the commencement of the operation of the Project. Signage shall be attached to the gate providing the emergency contact information and the responsible person. The Fire Department shall be provided with a means to open the gate on the access road to the security fencing around the array and shall have access to emergency shut-offs for the solar array. The project operators shall provide a training session for the Fire Department and other Town officials responsible for emergency response on how to use the emergency cutoff switches, and other operational details.

Response: The training for the Fire Department and Town Officials was completed Q3 2021. The Fire Department has installed their own locks on the gates and has the ability to access the site in case of an emergency. They also have been trained in proper shut offs for the solar array.

5. The owner or operator of the project shall submit an annual report demonstrating and certifying compliance with an Operation and Maintenance Plan and the approved special permit, including but not limited to compliance with the approved plans and any special permit conditions, continuation of liability insurance, and adequacy of emergency access. The annual report shall also provide information on the maintenance completed during the course of the year, the status of the wildflower meadow planted in and around the arrays, and the amount of electricity generated by the facility. The report shall be submitted to the Planning Board, Select Board, Fire Chief, Emergency Management Director, and Building Inspector no later than 45 days after the end of the calendar year.

Response: Maintenance completed during 2023:

Completed	Name	Status	Description
April-23	Inverter faults	Complete	Tested components and ordered parts needed for repairs. Long lead time orders
Dec-23	Battery faults	Complete	Cell balancing

Energy Production per Month:

Month	Production Net KWh
Jan '23	334377
Feb '23	356841
Mar '23	629656
Apr '23	729175
May '23	842754
Jun '23	696162
Jul '23	710798
Aug '23	653987
Sep '23	513613
Oct '23	402691
Nov '23	302130
Dec '23	112232

A copy of the certification of liability insurance is included in Appendix A.

6. Applicant shall use only water, and shall not use any soaps, solvents, or other chemicals, in the cleaning of the PV modules.

Response: No module washing has occurred since construction.

7. The project shall have no permanently-affixed exterior lighting.

Response: Project does not have exterior lighting.

8. Herbicide use is prohibited, except in cases of spot treatments to control invasive species, provided only MDAR-approved herbicides as provided on the Sensitive Area Materials list shall be used. Vegetation control shall be by mechanical means. Mowing in and around the solar arrays shall occur no more than once per year, in October or November only. Occasional cutting of plants that shade the solar arrays is permitted provided it is done by a hand-held machine and not by a mower or tractor.

Response: Herbicide is not used on site. Mechanical mowing occurs in October each year and trimming by hand-held machine is completed as needed as vegetation growth impacts production due to shading.

9. All electric power generated at the Project site shall be from solar energy.

Response: All electric power generated at the project is from solar energy.

10. After the completion of construction and site stabilization, the drainage ditches constructed along either side of the access drive between Pratt Corner Road and the first drainage basin shall be top-dressed with a mixture of wood chips and forest soils from the site. Thereafter, the ditches shall be allowed to re-vegetate from ambient seed sources. No mowing or cutting is permitted except for tree cutting and trimming necessary to maintain the serviceability of the access driveway.

Response: The ditches have re-vegetated from ambient seed sources. The ditches are not mowed unless vegetation impedes access to or within the site.

11. The applicant will ensure that initial wildflower meadow plantings installed after construction are stabilized and established sufficiently by any necessary replacement of plants, reseeding, or application of soil amendments for as many growing seasons as is necessary to cover at least 90 percent of the ground surface with either the plants initially installed, native plants that have filled in, or a combination.

Response: The site's ground surface is covered with native vegetation. The coverage of the vegetation will be observed throughout the summer and a reseeding will occur if needed in the fall to ensure 100 percent coverage is achieved.

12. All access and internal driveways, fencing, gates, signage, drainage and stormwater infrastructure, solar equipment, and the wildflower meadow shall be maintained and kept in good working order by the owner or operator for the life of the Project.

Response: Access and internal driveways, fencing, gates, signage, drainage and stormwater infrastructure, solar equipment, and the wildflower meadow are in good working order. A review of the condition of the site will be done in the spring.

Appendix A



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED DG Massachusetts CS 2021, LLC NextEra Energy Inc. NextEra Energy Resources, LLC 700 Universe Boulevard Juno Beach FL 33408 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Assoc Electric & Gas Ins Serv Ltd -AEGIS		AA3190004
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570104174855 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XL5054513P SIR applies per policy terms & conditions	11/15/2023	11/15/2024	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name: Shutesbury, Town of Shutesbury special Permit. Town of Shutesbury is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.

CERTIFICATE HOLDER Town of Shutesbury PO Box 276 Shutesbury MA 01072 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570104174855

Certificate No :

