

Michelle R. Buck, Town Planner
Leicester Development and Inspectional Services
3 Washburn Square
Leicester, Massachusetts 01524

June 14, 2016

RE: Site Plan Review
Boutilier Road Solar Field
ZPT Energy Solutions, LLC
Map 36/Parcel A1.3

Dear Ms. Buck,

On behalf of our client ZPT Energy Solutions, LLC, Hannigan Engineering, Inc. is submitting an application for a Site Plan Review for the installation of a solar field on land of The LaFlash Family Trust, located off Boutilier Road in Leicester, Massachusetts (Map 36/Parcel A1.3). The project is located within the Business Residential-1 Zoning District and Site Plan Review is required by the Bylaw under Section 5.2.02.1(g) Large-Scale Ground-Mounted Solar Photovoltaic Installations. Concurrent with this application a Notice of Intent is being filed with the Conservation Commission for the issuance of an Order of Conditions.

Submitted as part of this application are the Site Development Plans of the project depicting the proposed construction, along with the Drainage Analysis & Report which outlines the impacts and mitigation of the construction project relative to Stormwater Management. The site is located on the southerly side of Boutilier Road and is comprised of the property previously shown on an approved subdivision. Under existing conditions, the site is predominantly a mixture of woodland and brush, with wetland areas throughout the site. Regarding wetlands, the areas of concern are found along the easterly, southerly and westerly property lines in addition to the center of the property. As part of this permitting process for this project as stated above, a Notice of Intent is also being filed with the Leicester Conservation Commission.

As part of the proposed construction, woodland areas will be cleared and the land will be graded to accept the proposed solar installation. The main access to the site is proposed off a previously constructed paved portion of Boutilier Road. The paved area being constructed by the previous developer as part of the approved subdivision. Portions of pavement located on the property will be removed and a gravel based access drive will extend from the existing pavement and allow access to the proposed solar arrays and drainage structures. Post construction, this access will be very limited and is to be used for general maintenance and periodic inspections.

The alteration of land will be limited to approximately 22 acres throughout the project site, including access drives, grading areas, and drainage infrastructure. The remainder of the site surrounding the array will remain wooded and shall provide a natural buffer from the adjacent residential housing to the northwest. The entire facility will be enclosed with a 6 foot high security fence around the perimeter with an access gates near the entrance.

WAIVER REQUESTS

Per the Leicester Planning Board: Site Plan Review Rules and Regulations, the Planning Board may waive any of the requirements upon submittal of information by the applicant that substantiates the waiver request. As required by the Zoning Bylaw several of the aspects of site plan review are not applicable to a project of this type specifically, traffic and water/sewer availability.

Due to the nature of this project, portions of this Site Plan Application are not applicable and waivers to these sections are requested as follows:

II.D: Traffic Study

– Due to the nature of the project, it is not anticipated that the project would have an adverse effect on traffic surrounding the site. Specifically, vehicular traffic is not anticipated with the exception of the occasional maintenance and inspection. During construction, construction vehicles and equipment will be accessing the site by a proposed gravel drive from the paved portion of Boutilier Road via Henshaw Street. Additional signage could be placed along this area to alert drivers of construction activity in this area. This activity will cease upon completion of the project with the only traffic from the project after that being for inspection and maintenance.

The applicant, therefore, requests a waiver to II.D: Traffic Study of the Bylaw.

II.E: Availability of Water and/or Sewer

-Due to the nature of the project, the project will not require any connections to the public water supply or any sewerage connections.

The applicant, therefore, requests a waiver to II.E: Availability of Water and/or Sewer of the Bylaw.

END OF TEXT THIS PAGE

Hannigan Engineering, Inc. is submitting this information to the Leicester Planning Board for their review and eventual Site Plan Approval for this project. As this is a Business Residential-1 zone, the type of use would not be inconsistent with those uses allowed by right in the Bylaw. Upon completion of the construction, it is our opinion that the use would be relatively innocuous.

On behalf of our client, Hannigan Engineering, Inc. is requesting that this project be put on the agenda for the next available meeting. Representatives of this office and of the Applicant will be available to address any questions or concerns raised at that time. Should you require additional information prior to the meeting, please do not hesitate to contact myself or Christopher Anderson of this office. We appreciate the Town's assistance in this process as we look forward to working with you to obtain the anticipated approval of this project.

Sincerely,
HANNIGAN ENGINEERING, INC

William D. Hannigan, PE
President



Christopher M. Anderson, EIT
Project Engineer

pc: Brendan Gove, Zero Point Engineering, Inc.
Michael Aladich, Pro-Tech Energy Solutions, LLC

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JUN 16 2016

Leicester Planning Board
Site Plan Review & Special Permit Application Form

For Planning Office Use:
File #: _____

PROJECT INFORMATION, Continued

Total Lot Area:	39.05 ACRES
Water Source: (If "public" water, identify applicable water district)	Not Applicable
Sewer Source: (If "public" sewer, identify applicable sewer district)	Not Applicable
Brief Project Description: Please include a description on this form (i.e. do not write "see attached"). Construction of solar energy array, off the southerly side of Boutlier Road. Construction to include tree clearing and general site regrading for the acceptance of the solar arrays. Access to the site will be provided by a gravel base access drive, this access drive will provide access to the solar arrays and drainage basins to be constructed throughout site.	

Application Checklist

Use this checklist to ensure you have provided all required information See Planning Board Site Plan Review & Special Permit Regulations for details.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 13 copies of plans (3-full-size & 10- 11"x17") | <input checked="" type="checkbox"/> Full Project Narrative including any waiver requests (13 copies) | <input checked="" type="checkbox"/> Drainage Analysis/ Stormwater Report, (3 copies) |
| <input type="checkbox"/> Documentation of Availability of Water & Sewer | <input checked="" type="checkbox"/> Certified Abutters List* | <input type="checkbox"/> Traffic Study (3 copies) |

* certified abutters lists are required for all Special Permits applications and for Site Plan Review Application for projects involving new construction over 30,000 s.f.

Applications will not be accepted without the applicable Application Fee (please refer to the Planning Board's Fee Regulations).

For Planning Board Use:			
Date of Submittal:			
Public Hearing/Meeting Date(s):			
Date of Planning Board Vote:			
Date Decision Filed with Town Clerk:			

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
35 A1 0	313 HENSHAW ST	ORLOFF ALEXIS	ORLOFF DAIVA	313 HENSHAW ST	LEICESTER	MA	01524
35 A2.1 0	24 BOUTILIER RD	CASELLO NICHOLAS A	CASELLO JAQUELINE	21 BOUTILIER RD	LEICESTER	MA	01524
35 B3 0	500 BOUTILIER RD	CASELLO NICHOLAS A	MATHEWS JAQUELINE	21 BOUTILIER RD	LEICESTER	MA	01524
35 B3.1 0	680 STAFFORD ST	WITKOWSKI WAYNE P	WITKOWSKI JACQUELINE V	PO BOX 122	ROCHDALE	MA	01542-0122
35 B4 0	678 STAFFORD ST	WITKOWSKI WAYNE	WITKOWSKI JACQUELINE	PO BOX 122	ROCHDALE	MA	01542-0122
36 A1 0	690 STAFFORD ST	REINEHR ANDREA R		690 STAFFORD ST	ROCHDALE	MA	01542
36 A1.1 0	692 STAFFORD ST	WOLFE WILLIAM	WOLFE LUCILLE	692 STAFFORD STREET	ROCHDALE	MA	01542
36 A1.2 0	694 STAFFORD ST	RIVERA CHRISTIAM		7 SANFORD RD	LEICESTER	MA	01524
36 A12.1 0	HENSHAW ST	POTVIN THOMAS S		20 COLBROOK CIRCLE	JEFFERSON	MA	01522
36 A2 0	688 STAFFORD ST	DABRILA ZIGMAS	DABRILA JOANNE	325 LOVELL ST	WORCESTER	MA	01602
36 A3.3 0	748 STAFFORD ST	WRIGHT AUDREY E		748 STAFFORD ST	ROCHDALE	MA	01542-1200
36 A3.4 0	746 STAFFORD ST	HILL EDWARD A	HILL JEANNE M	746 STAFFORD ST	ROCHDALE	MA	01542
36 A6 0	HENSHAW ST	BROWN MICHAEL F	BROWN LAURIE A	397 HENSHAW ST	ROCHDALE	MA	01542
36 B1 0	695 STAFFORD ST	SLAUENWHITE DAVID F	SLAUENWHITE BARBARA J	695 STAFFORD ST	ROCHDALE	MA	01542
36 B2.1 0	STAFFORD ST	WRIGHT WILLIAM S		752 STAFFORD ST	ROCHDALE	MA	01542
36 B3 0	705 STAFFORD ST	BRIARCLIFF ESTATES SV LLC		7 MAPLE AV	HOPKINTON	MA	01748
36 B3.1 0	699 STAFFORD ST	LANGLOIS ROLAND S	DUNLOP-LANGLOIS ELIZABI	699 STAFFORD ST	ROCHDALE	MA	01542-1207
36 B3.2 0	703 STAFFORD ST	MORRISSEY KEVIN M	MORRISSEY NICOLE E	703 STAFFORD ST	ROCHDALE	MA	01542
36 B3.4 0	707 STAFFORD ST	KACHADOORIAN JOHN C	KACHADOORIAN MARSHA K	707 STAFFORD ST	ROCHDALE	MA	01542

End of Report

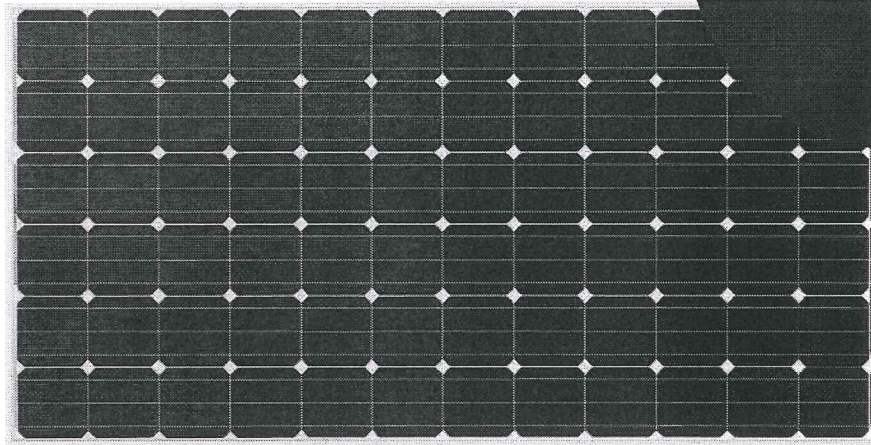
Above is a certified list of abutters to the abutters within 300 feet of subject.

Subject property: Rear Stafford Street, Assessors Map 36-A1.3-0, Deed Ref. 25262/331

Subject owner: Sandra Laflash

John Prescott, Principal Assessor

Prepared by: Kathleen Asquith, Assistant



LG Mono X[®] 72cell

LG335S2W-G4

LG340S2W-G4

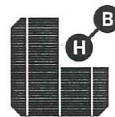
72 cell

LG Mono X[®] Plus is LG Electronics' high-quality monocrystalline module. The quality is the result of our strong commitment to developing a module to improve benefits for customers. Features of Mono X[®] Plus include durability, convenient installation, and aesthetic exterior.



Enhanced Performance Warranty

LG Mono X[®] 72cell provides the enhanced performance warranty. The initial degradation has been improved from -3% to -2%, and the annual degradation has also changed from -0.7%/yr to -0.6%/yr.



Reduced LID (LiLY Technology)

LG Mono X[®] 72cell has improved the initial degradation by applying LG's new LiLY (LID-improvement for Lifetime Yield) Technology, which controls formation of Boron-Oxygen pair, the key factor of LID.



Improved Product Warranty

In addition to the enhanced performance warranty, LG has extended the product warranty of LG Mono X[®] 72cell for additional 2 years with its newly reinforced frame design.



Aesthetic Roof

LG Mono X[®] 72cell may increase the house value with its shiny black frames. Also, it looks similar to all-black module from a long distance.



Convenient Installation

LG modules are carefully designed to benefit installers by allowing quick and easy installations throughout the carrying, grounding, and connecting stages of modules.



Light and Convenient

LG Mono X[®] 72cell is carefully designed to benefit installers by allowing quick installation with a weight of just 44.75 lb. and better grips.

About LG Electronics

LG Electronics is a global player who has been committed to expanding its capacity, based on solar energy business as its future growth engine. We embarked on a solar energy source research program in 1985, supported by LG Group's rich experience in semi-conductor, LCD, chemistry, and materials industry. We successfully released the first Mono X[®] series to the market in 2010, which were exported to 32 countries in the following 2 years, thereafter. In 2013, NeON[™] (previously known as Mono X[®] NeON) & 2015 NeON2 with CELLO technology won "Intersolar Award", which proved LG is the leader of innovation in the industry.

Cells	6 x 12
Cell Vendor	LG
Cell Type	Monocrystalline / P-type
Cell Dimensions	156.75 x 156.75 mm / 6 inches
# of Busbar	3
Dimensions (L x W x H)	1960 x 1000 x 46 mm 77.17 x 39.37 x 1.81 inch
Front Load	60 psf
Rear Load	60 psf
Weight	20.3 ± 0.5 kg / 44.75 ± 1.1 lbs
Connector Type	MC4
Junction Box	IP67 with 3 Bypass Diodes
Length of Cables	1200mm x 2 ea / 47.24 x 2 ea
Glass	High Transmission Tempered Glass
Frame	Anodized Aluminum

Certifications	UL 1703
	ISO 9001
	IEC 62716 (Ammonia Corrosion Test)*
	IEC 61701 (Salt Mist Corrosion Test)*
Module Fire Performance (USA)	Type 2 (UL1703)
Fire Rating (for CANADA)	Class C (ULC/ORD C1703)
Product Warranty	12 years
Output Warranty of Pmax	Linear warranty**

** 1) 1st year: 98%, 2) after 2nd year: 0.6% annual degradation, 3) 83.6% for 25 years

NOCT	46 ± 3 °C
Pmax	-0.42 %/°C
Voc	-0.30 %/°C
Isc	0.03 %/°C

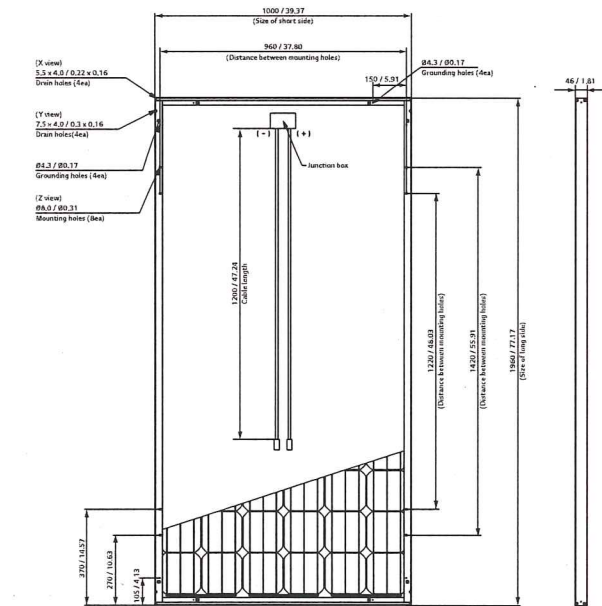
The figure consists of two graphs. The top graph plots Current (A) on the y-axis (0.00 to 10.00) against Voltage (V) on the x-axis (0.00 to 50.00). It shows five curves for power ratings: 1000W, 800W, 600W, 400W, and 200W. The bottom graph plots Isc, Voc, and Pmax (%) on the y-axis (20 to 140) against Temperature (°C) on the x-axis (-40 to 90). It shows three lines: Isc (increasing with temperature), Voc (decreasing with temperature), and Pmax (decreasing with temperature).

Module Type	335 W	340 W
MPP Voltage (Vmpp)	37.5	37.7
MPP Current (Impp)	8.94	9.02
Open Circuit Voltage (Voc)	46.2	46.4
Short Circuit Current (Isc)	9.48	9.54
Module Efficiency (%)	17.1	17.4
Operating Temperature (°C)	-40 ~ +90	
Maximum System Voltage (V)	1000	
Maximum Series Fuse Rating (A)	20A	
Power Tolerance (%)	0 ~ +3	

* The nameplate power output is measured and determined by LG Electronics at its sole and absolute discretion.

Module Type	335 W	340 W
Maximum Power (Pmax)	248	251
MPP Voltage (Vmpp)	34.4	34.6
MPP Current (Impp)	7.20	7.26
Open Circuit Voltage (Voc)	43.1	43.3
Short Circuit Current (Isc)	7.63	7.68

Dimensions (mm/in)



TerraFarm Data Sheet



TerraFarm Ground Mount - Landscape

Application:	Commercial to Utility Scale
Grounding:	ETL listed, Electrically bonded system, verified Wiley
Panel Orientation:	Landscape
Array Configurations:	Up to 7 panels high and up to 12 panels long
Tilt Angle:	5 – 45 degrees
Lower Panel Clearance:	Up to 48 inches, standard
Loading Conditions:	Up to 160 mph wind speed, 80 psf snow load, Exposure C
Warranty:	20-year limited warranty
Engineering:	Professional Engineer Stamped Drawings Available in 50 States Custom Engineered to Exceed Applicable ASCE, IBC, and UL Standards.
Material:	Galvanized steel (G90 or Better)
East-West Slope:	20% maximum
North-South Slope:	60% maximum, limited by installation equipment
Max Fuse Rating:	30 Amp Fuse Rating

ETL CLASSIFIED



Intertek

Max Capacity of PV modules:

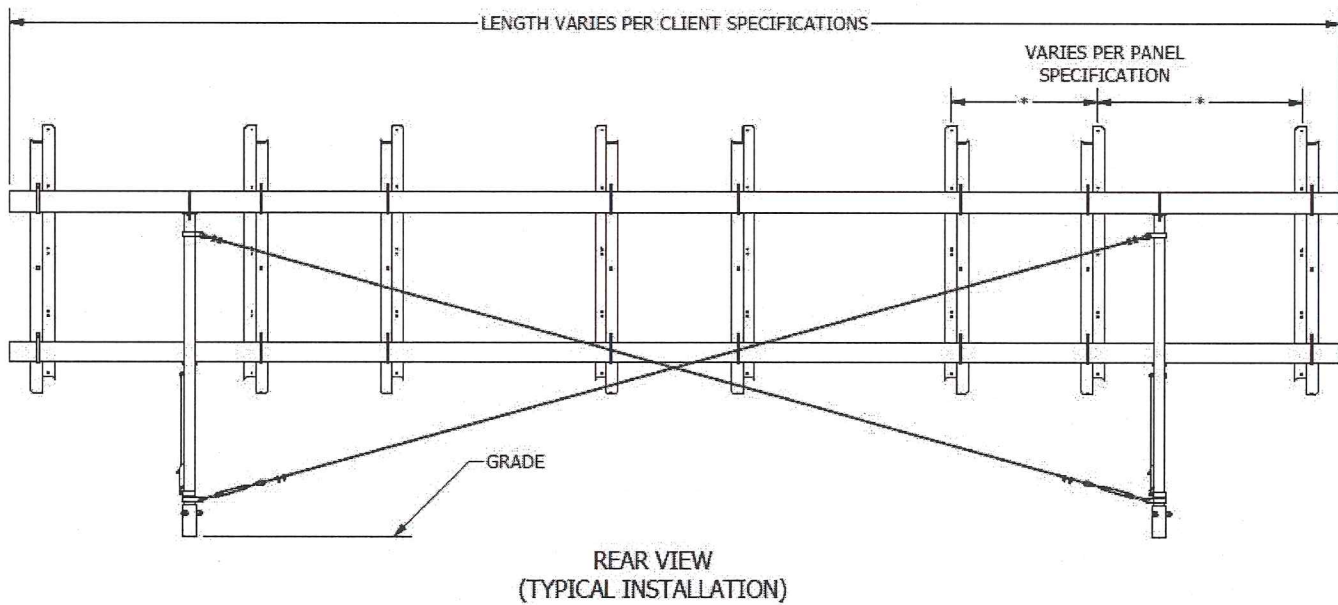
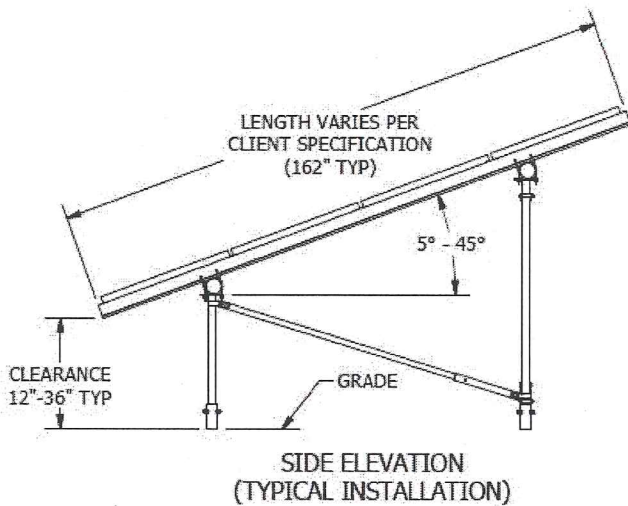
12 High x 12 Wide (144 Panels):	Listed Frameless (Thin Film) PV Module (21"-26" x 47"-51")
7 High x 10 Wide (70 Panels):	54 Cell Listed Aluminum Framed PV Module (37"-41" x 56"-60")
7 High x 9 Wide (63 Panels):	60 Cell Listed Aluminum Framed Module (37"-41" x 63"-67")
7 High x 8 Wide (56 Panels):	72 Cell Listed Aluminum Framed Module (37"-41" x 75"x79")

PH:239.362.0211 F: 239.362.0586

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Benefits

- Minimal hardware to assemble
- No in-field drilling, cutting, or welding
- Significantly reduces installed labor costs
- Integrated foundation solution
- Turn-key installation service available, Foundation to Panels
- Pre-assembly options available
- Maximum adjustability for following grade



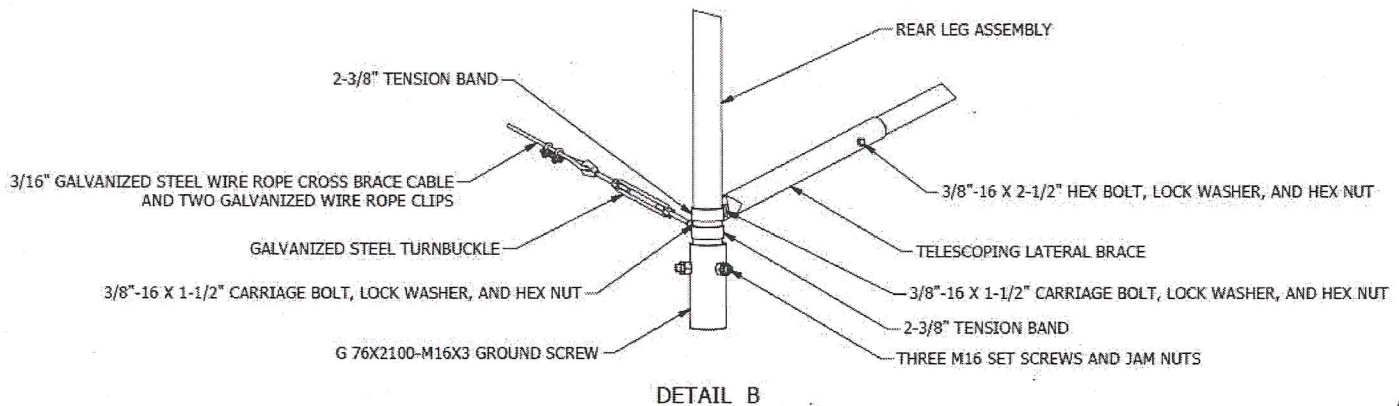
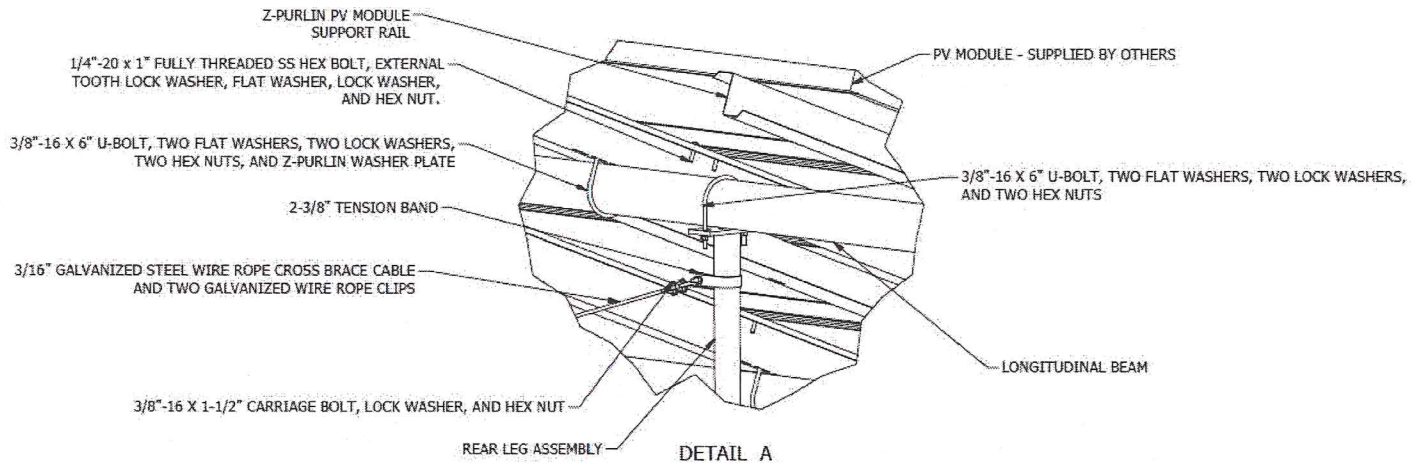
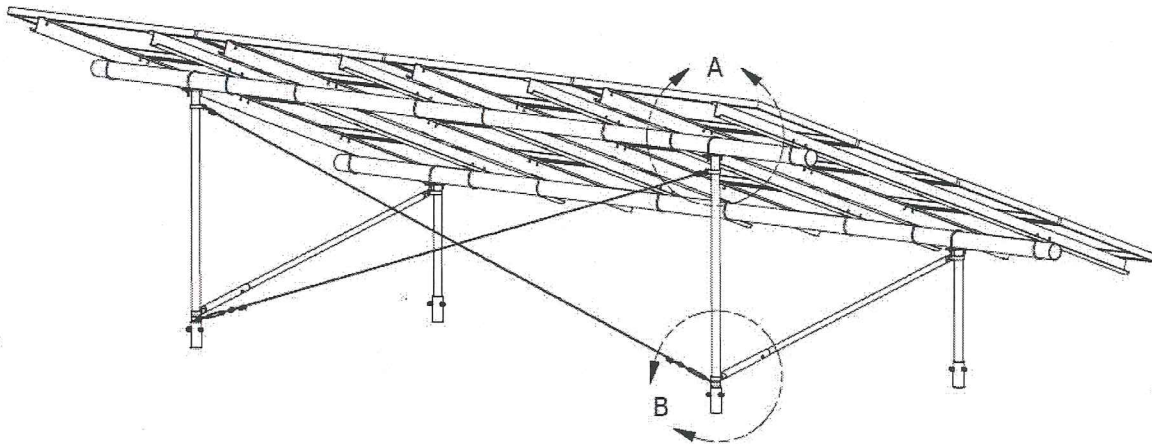
ETL CLASSIFIED



Intertek

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UTILITY-SCALE INVERTERS

SGI 500XT**FEATURES**

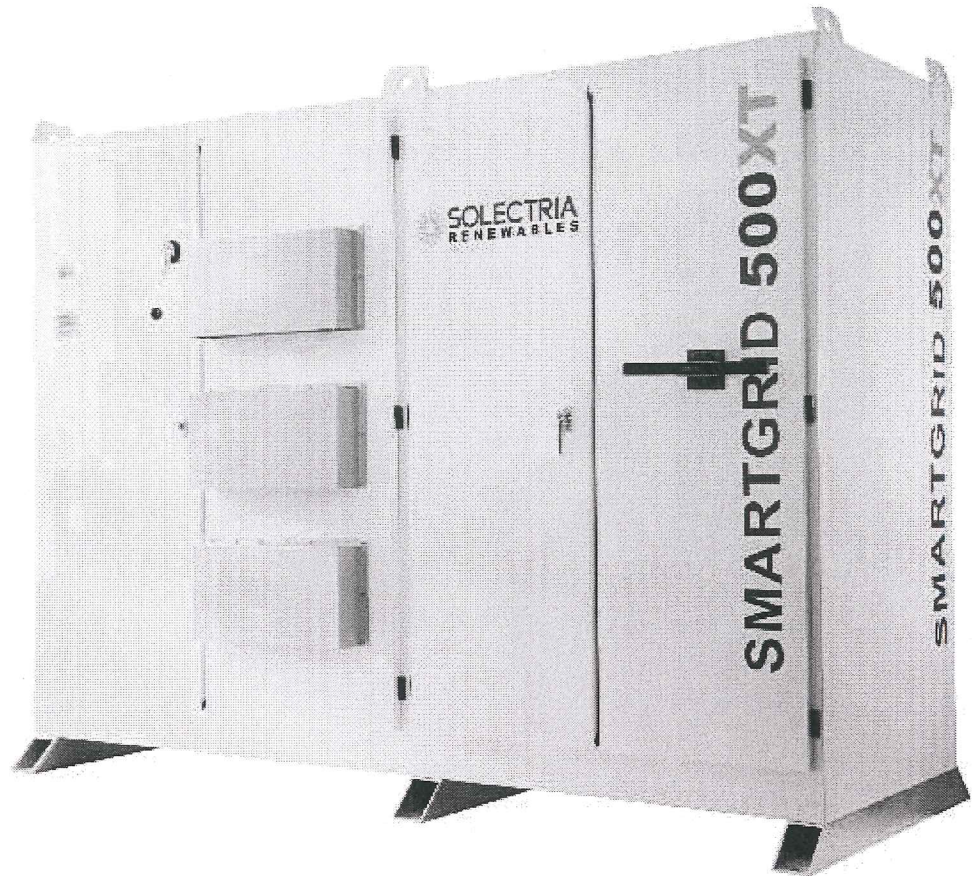
- Compliant with NEC 2014 690.11 & 690.12 arc fault and rapid shutdown requirements when coupled with ARCCOM combiner
- 98% CEC efficiency
- Parallel power stages
- Fuse and breaker subcombiner options
- Modbus communications
- User-interactive LCD

OPTIONS

- Uptime guarantee
- Stainless steel enclosure
- Web-based monitoring
- Built-in cellular connectivity
- AC breaker with shunt trip
- Revenue grade metering
- Air filters

OPTIONS FOR UTILITIES

- Real power curtailment
- Reactive power control
- Voltage ride through
- Frequency ride through
- Controlled ramp rates
- DMS tie-in

**UTILITY-SCALE INVERTERS**

Solectria's SMARTGRID 500XT is compliant with NEC 2014 690.11 & 690.12 arc fault and rapid shutdown requirements. The SGI 500XT is the most reliable and efficient utility-scale inverter in its class. Optimized for direct coupling to an external transformer, the SGI 500XT is the best choice for large commercial and utility-scale applications that demand the highest performance and reliability. The SGI 500XT's unique inverter design contains all critical components in a compact and easy to install enclosure ensuring maximum uptime, energy production, and return on investment (ROI) for large PV systems. Standout features include a wide range of DC subcombiner (fuses or breakers), optional AC disconnect or AC breaker, and ample room inside the cabinet for easy wiring and service. The SGI 500XT supports advanced grid management for power plants, including real power curtailment, reactive power control, controlled ramp rates, and voltage and frequency ride through.



Built for the real world

SPECIFICATIONS	SGI 500XT
DC Input	
Absolute Maximum Input Voltage	600 VDC
Max Power Input Voltage Range (MPPT)*	300-500 VDC
Maximum Operating Input Current	1750 A
Strike Voltage	390 V
AC Output	
Native Output Voltage	208 VAC, 3-Ph
AC Voltage Range	-12%/+10%
Continuous Output Power	500 kW
Continuous Output Current	1387 A
Maximum Backfeed Current	0 A
Nominal Output Frequency	60 Hz
Output Frequency Range	57-60.5 Hz
Power Factor	Adjustable - 0.9 to +0.9, factory set at 1
Total Harmonic Distortion (THD) @ Rated Load	<3%
Efficiency	
Peak Efficiency	98.1%
CEC Efficiency	98.0%
Tare Loss	41 W
Subcombiner Options	
Fuses or Breakers	8 positions, 225-400 A
	16 positions, 110-200 A
Fuses Only	32 positions, 70-100 A
Temperature	
Ambient Temperature Range (full power)	-40°F to +122°F (-40°C to +50°C)
Storage Temperature Range	-40°F to +122°F (-40°C to +50°C)
Relative Humidity (non-condensing)	5-95%
Data Monitoring	
Optional SolrenView Web-based Monitoring	Integrated
Optional Revenue Grade Monitoring (Integrated)	1600 A
Optional SolZone™ Sub-Array Monitoring (DC Current)	8 zones
Optional Cellular Communication	SolrenView AIR
External Communication Interface	RS-485 SunSpec Modbus RTU
Testing & Certifications	
Safety Listings & Certifications	UL 1741/IEEE 1547, CSA C22.2#107.1
Testing Agency	ETL
Warranty	
Standard	5 year
Optional	10, 15, 20 year; extended service agreement; uptime guarantee
Dedicated External Transformer	
Dedicated External Transformer	Required, provided by customer to Solectria's specification
Transformer Type	Self cooled, step up, pad mount
Output Voltage	Typical: 2.4-36.0 kV, 3-Ph
Enclosure	
dBA (Decibel) Rating	58 dBA @ 3m
DC Disconnect (integrated)	Standard
AC Disconnect/Breaker (integrated)	Optional disconnect, breaker or breaker with shunt trip
Dimensions (H x W x D)	82 in. x 109 in. x 41 in. (2083 mm x 2769 mm x 1042 mm)
Shading Set Back	137" (3480 mm) at 30° solar elevation
Weight	3410 lbs (1547 kg)
Enclosure Rating	Type 3R
Enclosure Finish	Polyester powder coated steel; Optional 316 stainless steel

*At nominal AC voltage

Solar O&M Services

O & M Services	
Full Site Visual Inspection & Report	Quarterly
Production Performance Reports	Quarterly
Inverter Preventative Maintenance	Annually
Medium Voltage Gear Maintenance	Annually
String Voc/Imp IV Curve Tracing	100 % Annually
Thermal Imaging Combiners, Inverters, Disconnects	100 % Annually
Warranty Enforcement	4
Issue Tracking of all Unscheduled Service Dispatches	4
24/7 Monitoring	4
Dispatch Commitment	48 hrs
Three (3) Corrective Maintenance Troubleshooting Dispatches (Total of 24 hrs)	Annually
Vegetation Management	As needed

Solar O&M Service Descriptions

Full Site Visual Inspection

- PV Panel Condition
 - Inspect for cleanliness, cracked/chipped/scratched/ shattered panels, fading/discoloration, burn marks, seal condition, frame damage or rust
- PV Mounting Structure
 - Inspect mounts and mounting structures (loose panels, loose rack,/clips missing hardware, rusted bolts, flashing issues, ballast condition, rack anchor condition)
- PV Array Ventilation
 - Inspect conditions under panels, remove of any large debris or pests; visual check to ensure ventilation under panels
- PV System Foundations
 - Roof mount arrays (visual review of roof conditions, check sealants around roof penetrations)
 - Ground mount arrays (visual inspection of grounds and vegetation, identify issues related to mud, water pooling, soil erosion)
 - Carport mount arrays (visual inspection of physical carport structure and ground condition)
- Balance of System
 - Inspect conduit runs (separated/cracked conduits, misaligned wire runs)

- Inspect panel interconnectivity and string lines (wire/cable wear, wire fading, chewed wire due to pests, identify loose/detached wires)
- Inspect junction/combiner enclosure(s) condition (seals, rust, damage, locks)
- Inspect electrical equipment enclosure(s) (seals, rust, damage, door condition, locks, equipment pad(s))
- Inverter(s)
 - Inspect inverter structure(s) and enclosure(s) (seals, rust, damage, door condition, switch/handle condition, locks)
 - Inspect inverter equipment pad(s) (cracks, base damage, soil erosion)
- Data Acquisition System (DAS)
 - Weather stations condition (alignment of irradiance sensor, condition of wind and temperature sensors)
 - DAS device condition (screen, seals, rust, damage)
- Shading Conditions
 - Visual inspection to identify any shading issues, preventive care if shading caused by nearby vegetation)
- Vegetation/Pest Conditions
 - Vegetation management (inspection for vegetation issues, removal of any weeds, vines, tree branches or other plants/trees blocking panels/system, grass mowing)
 - Pest Control (problematic insects, bird nests, squirrels, spider nests, etc.)
- System Security
 - Visually inspect fence line or confinement structures for wear, damage, breach, vandalism, or other problems
 - Visually inspect any electronic surveillance equipment (cameras, alarms, etc) and identify if operating.
 - Check condition of any locks, chains or other protection measures preventing unauthorized access to the system

Site Visit Report(s)

- Service Reports: Include details of preventative maintenance work, such as electrical measurements, meter readings, thermal images, and system testing results. Include nonconformance reports to identify potential short-term and long-term power production issues

Production Performance Reports

- Analysis of system (meter) and inverter level production as compared to expectations as well as weather adjusted production forecasts.
- Detailed analysis of system and/or inverter outages and root cause analysis with respective production losses.

Inverter Preventative Maintenance

- Conduct preventative maintenance in accordance with manufacturer specifications
- Clean and vacuum enclosure, vents and heat sink / remove any identifiable debris and clean any accumulation of dust

- Change air filters according to manufacturer specifications (*Note: replacement filters are billed at cost, installation is included in O&M fees)
- Check fuses and switchboards (visually inspect for signs of corrosion/burning of components)
- Check wiring (visually inspect for breaks, deterioration or signs of corrosion/burning, check cable wire protection)

String level Voc, DC operating current

- Perform testing to measure the open circuit voltage (V_{oc}) and operating current of each string in the system.
- Analyze and document any anomalies that effect system performance and propose correct actions if necessary

String Level IV Curve Tracing - OPTIONAL

- Perform string level IV Curve tracing with a minimum of 400 w/m² irradiance
- Analyze and document any anomalies that effect system performance and propose correct actions if necessary

Thermal Imaging Combiners, Inverters and Disconnects

- Thermal imaging of combiners, inverters and disconnects by a trained thermographer
- Analyze and document all images taken, identify any potential hot spots and propose correct actions if necessary

Medium Voltage Gear Maintenance

- Trip test protection devices, verify electrical controls, download relay event files, operate disconnects, visual inspection of terminations
- Optional 3-5 year additional MV Gear services - Full protection relay testing, full vacuum breaker testing, full disconnect testing, torque terminations, clean switchgear interior, check ground continuity
- Transformer - oil and gas analysis, infrared connections, positive nitrogen charge, visual inspection of terminations
- Optional 3-5 year additional Transformer services - Power factor test, insulation resistance, torque connections, ground continuity, torque bushing well adapters, torque load break pin

24/7 Monitoring

- Monitoring of system level and inverter performance to identify any potential performance or producti issues in combination with DAS alerts
- Issue identification and remote troubleshoot to determine severity and impact on system production.
- Remote reset of equipment to restore production (if available)
- Dispatch appropriate staff to troubleshoot and resolve issues.

Unscheduled Maintenance Recordkeeping

- Maintain detailed equipment based records of unscheduled maintenance to allow for issue traceability,

pattern identification and warranty claims

Dispatch Availability

- Available upon request and in concert with system owner based upon alert and system status. Addition charges and dispatch fees will apply. All on-site labor is billed on a T&M basis when request is made. Response time within < 24hrs incurs priority service charge/fee.

Warranty Enforcement

- Coordinate and pursue warranty enforcement claims with appropriate parties, e.g., EPC, electrical contractors, equipment manufacturer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2016

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 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 Securitas Insurance Partners, LLC 7 Great Valley Parkway Suite 100 Malvern PA 19355		CONTACT NAME: Michael Knight PHONE (A/C, No, Ext): (484) 324-2794 E-MAIL: mknight@securitasins.com FAX (A/C, No):	
INSURED ProTech Energy Solutions, LLC 215 Executive Drive Moorestown NJ 08057		INSURER(S) AFFORDING COVERAGE INSURER A Hartford Fire Insurance Company INSURER B ACE Property & Casualty Insurance INSURER C Rated by Multiple Hartford INSURER D Crum & Forster INSURER E: INSURER F:	
		NAIC # 19682 20699 00914 44520	

COVERAGES

CERTIFICATE NUMBER: CL155500216

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		44UENQI0006	4/30/2015	4/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits - Each \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		44UENQI0007	4/30/2015	4/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		G27833196	4/30/2015	4/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	44WEQI0005	4/30/2015	4/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Pollution Liability		PKC100535	7/30/2015	7/30/2016	\$5,000,000 Aggregate Limit \$25,000 Deduc. \$5,000,000 Per Occurrence \$25,000 Deduc.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Town of Leicester
90 S. Main Street
Leicester, MA 01524-1402

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

Michael Knight/MJK

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36-A13.0
Locus

BK25262PG331
183554

Please Return To: MELOCHE & MELOCHE
Attorneys at Law
188 Main Street
Spencer, MA 01562
NETCO

We, Woodrow W. Orcutt and Jeannette L. Orcutt, n/k/a Jeannette L. Goulden
of Stafford Street, Leicester, Worcester County, Massachusetts,

in consideration of One Hundred Seventy - Thousand (\$170,000.00) and 00/100
Dollars xxxxxxxxxxxxxxxxxxxx

45/208

grant to Sandra J. LaFlash

of 6 Sanford Road
Leicester, MA

with quitclaim covenants

~~the land in~~ A certain lot of land with the buildings thereon, situated in the
southeasterly part of Leicester in said County of Worcester, bounded and described
as follows:

COMMENCING on the north side of the old Stafford Turnpike, so-called, at
the easterly corner of land owned by Amelia Kenneway;

THENCE: N. 12° West, 32 rods to an angle;

THENCE: S. 86 1/2° West, 1 rod to an angle;

THENCE: N. 18° West, 22 rods to an angle;

THENCE: N. 80° East, 1 1/2 rods to an angle;

THENCE: N. 19° West, 24 rods and 20 links to an angle;

THENCE: S. 73° West, 3 rods, 10 links to an angle;

THENCE: S. 81 1/2° West, 32 rods to land formerly owned by the late
J. F. Bates, the seven last described lines on land of said Kenneway;

THENCE: on said Bates land N. 2° West, to the southeast corner of a part
of this lot conveyed formerly owned by Amass Whittemore;

THENCE: on said Bates lot, S. 78° West, 42 rods to an angle;

THENCE: N. 4° West, 39 rods, 23 links to the Tainter lot so-called;

THENCE: on said Tainter lot, N. 77 1/2° East, 42 rods to an angle;

THENCE: N. 4° West to where the line meets the old road leading from
said Turnpike to the Tainter place, the last two described lines on said
Tainter lot;

THENCE: southeasterly on said old road to said Turnpike;

THENCE: on said Turnpike, S. 47° West, 54 rods to place of beginning.

01 NOV 16 AM 10:05

Subject to exception set forth in a deed from Zigmas Dabrila and Joanna
Dabrila, dated September 29, 1961, and recorded in the Worcester District Registry
of Deeds on said date, Book 4229, Page 80. Said exception containing by
calculation 22,112 square feet of land.

Also excepted from the above described premises, the land taken by the
Town of Leicester for a highway location in Stafford Street by an instrument
recorded November 1, 1935, in said Registry in Book 2654, Page 145, and
eleven hundredths (0.11) acres conveyed to George S. Streimikis, Jr., by deed
dated November 26, 1949, and recorded in said Registry in Book 3218, Page 408.

Also excepting therefrom the land in Leicester, Massachusetts on the
northerly line of Stafford Street shown as Lot 3 on a plan of land entitled
"Plan of Land in Leicester, Massachusetts owned by Woodrow W. & Jeannette L.
Orcutt", dated October 1, 2001, McCarthy & Sullivan Engineering Inc., Joseph R.
Sullivan RPS, said plan being recorded with the Worcester District Registry of
Deeds in Plan Book 774 Plan 40 and bounded and described as follows:

(Over)

Stafford Street, Leicester, Massachusetts

BEGINNING at the southwest corner of the parcel herein conveyed at a point on the northerly line of Stafford Street;

THENCE: N. 47° 28' 05" West, 235.00 feet along Lot 2 to a point;

THENCE: N. 07° 46' 32" East, 162.38 feet along land now or formerly of Orcutt to a point;

THENCE: N. 32° 31' 55" East, 50.00 feet along land now or formerly of Orcutt to a point;

THENCE: S. 50° 28' 05" East, 224.08 feet along land now or formerly of Dabrila to a point;

THENCE: N. 39° 31' 55" East, 26.00 feet along land now or formerly of Dabrila to a point;

THENCE: S. 50° 28' 05" East, 12.00 feet along land now or formerly of Dabrila to a point;

THENCE: S. 39° 31' 55" West, 26.00 feet along land now or formerly of Dabrila to a point;

THENCE: S. 50° 28' 05" East, 90.16 feet along land now or formerly of Dabrila to a point on the northerly line of Stafford Street;

THENCE: S. 39° 31' 55" West, 200.00 feet along the northerly line of Stafford Street to the point of beginning.
Being the same premises conveyed to Woodrow W. Orcutt by Deed dated 11/15/01 and recorded as Instrument No. _____ on November 15, 2001.

Containing 56,097 square feet.

Subject to right to maintain poles and wires to New England Telephone and Telegraph Company dated January 29, 1924, and recorded with said Deeds in Book 2329, Page 372; to American Telephone & Telegraph Company of Mass., dated June 16, 1928, and recorded with said Deeds in Book 2471, Page 125; and Worcester County Electric Company dated November 14, 1947, and recorded with said Deeds in Book 3037, Page 298.

Subject to rights of Connecticut River Transmission Company, recorded with said Deeds in Book 2020, Page 257.

Being the ~~remaining~~ premises conveyed to Woodrow W. Orcutt and Jeannette L. Orcutt, n/k/a Jeannette L. Goulden by Deed of Earl A. Bassett and Martha F. Bassett dated June 12, 1963 and recorded with the Worcester District Registry of Deeds in Book 4376, Page 573.

Together with all rights which Grantor has in way known as Boutillier Road.

Executed as a sealed instrument this 15th day of November, 2001

WORCESTER
DEEDS REG 20
WORCESTER

11/16/01 9:53AM
000000 #3407

01

\$775.20

FEE

\$775.20

CASH

Woodrow W. Orcutt

Jeannette L. Orcutt n/k/a
Jeannette L. Goulden

The Commonwealth of Massachusetts

Worcester

ss.

November 15, 2001

Then personally appeared the above named Woodrow W. Orcutt and

Jeannette L. Orcutt n/k/a Jeannette L. Goulden

and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Philip R. Stoddard Notary Public — ~~Notary Public~~
My commission expires January 27, 2006

ATTEST: WORC. Anthony J. Vigliotti, Register

Real Estate Purchase Option Agreement

This Real Estate Purchase Option Agreement ("Agreement" or "Option"), made and effective this 7th day of August, 2015 ("Execution Date"), by and between the LaFlash Family Revocable Trust 2015, Sandra J. LaFlash and Frederick LaFlash, Trustees, of 25 Thompson Pond Road, Spencer, MA 01562 ("Seller") and Zero Point Development, Inc., a Massachusetts business corporation with an address of 309 East County Road, Rutland, MA 01543 ("Buyer").

RECITALS

WHEREAS, Seller owns fee simple title to that certain lots or parcel of raw ground located off and on Boutillier Road, Leicester, Massachusetts, as more fully depicted on attached Exhibit "A" ("Property"); and

WHEREAS, Buyer and Seller wish to set forth their agreement concerning Buyer's option to enter into a form of real estate purchase and sale agreement ("REPSA") in order to ultimately purchase the Property; and

WHEREAS, the Property shall be purchased for a photovoltaic solar array project ("Project").

AGREEMENTS

THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, and intending to be legally bound, the parties agree as follows:

1. Grant of Option. In consideration of the sum of TWO HUNDRED AND FIFTY and 00/100 DOLLARS (\$250.00) ("Option Price") paid to Seller, the receipt of which is hereby acknowledged, Seller grants to Buyer the exclusive and irrevocable privilege and option (the "Option") to enter into a form of REPSA in order to ultimately purchase Seller's Property as shown on Exhibit A under the terms and conditions described below. The Option Price shall be non-refundable to Buyer, except as represented below under "Option Term" and shall be attributable to the "Purchase Price," both terms as hereinafter defined below.
2. Option Term.
 - a. The term of this Option shall be twelve (12) months from the date of execution hereof by both parties ("Option Term").
 - b. If Buyer does not exercise the Option by the end of the Option Term, neither party shall have any further obligations to the other and this Option Agreement shall terminate automatically.
3. Exercise of Option. Buyer may exercise the Option at any time up to the end of the Option Term by delivering written notice to Seller, delivered no later than the expiration date of the Option Term and accompanied by two original counterparts of a PSA incorporating the terms and conditions for such purchase as are general set forth herein, and including other terms, representations, covenants and conditions as are customarily included in real estate purchase and sale agreements for similar property located in the state in which the Property is located. Buyer and Seller shall negotiate in good faith the terms and conditions of such PSA (other than the economic

Real Estate Purchase Option Agreement

terms set forth herein, which have been agreed to by Buyer and Seller), and shall use diligent and commercially-reasonable efforts to finalize such negotiations within ten (10) business days of Seller's receipt of Buyer's exercise of the Option. Upon finalization of the PSA, Seller shall promptly execute and return to Buyer a fully executed original of the PSA.

4. Terms of Purchase. Provided Buyer timely exercises the Option, (time being of the essence), the purchase terms and conditions shall be as follows:
- a. Upon the execution of the REPSA, Buyer shall make an earnest money deposit of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), to be held by in escrow by a third party acceptable to both parties.
 - b. Purchase Price: FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00).
 - c. It is a condition precedent to Buyer's obligation to enter into a REPSA that Buyer first enters into (i) a satisfactory interconnection agreement with the local electric distribution company ([utility]), and (ii) a satisfactory virtual net metering agreement with a purchase of the energy or energy credits generated at the Property.
 - d. The closing shall occur within sixty (60) days after execution of the REPSA.
 - e. The Property shall be conveyed by Seller's delivery of a quit claim deed to Buyer conveying a good and marketable title free from liens and encumbrances excepting those restrictions and utility easements of record or visible from an inspection of the premises.
 - f. Prior to closing, Buyer shall have the right to receive and review a title commitment and survey of the Property, and Buyer shall receive a title policy as a condition to Buyer's obligation to close. The cost of the title policy and survey shall be paid by Buyer.
 - g. Taxes: Seller shall be responsible for all underlying real estate taxes and assessments of the Property during the Option Term. Real estate taxes, income and other expenses attributable to the Property shall be prorated as of the closing date.
5. Condemnation. Seller represents and warrants that it has not heretofore received any written offer, notice or communication of a proposed condemnation or taking under the power of eminent domain of all or any part of the Property. Upon receipt of any written offer or notice of communication from any governmental or quasi-governmental body seeking to take under its power of eminent domain all or any part of the Property, Seller shall immediately notify Buyer of receipt of same and shall send to Buyer such offer, notice of communication or a copy thereof. If any portion of the Property is proposed to be so taken, then within thirty (30) days after receipt by Buyer of said notice of such a proposed condemnation or taking under the power of eminent domain, Buyer shall notify Seller in writing whether or not it desires to proceed under the terms of this Agreement.
- a. In the event that Buyer notifies Seller that Buyer does not desire to proceed because of such proposed condemnation or taking under the power of eminent domain, then Seller shall refund to Buyer the Option Price, and thereupon, this Agreement and the Option shall terminate and be null and void and

Real Estate Purchase Option Agreement

of no further force or effect, and neither party shall have any further rights or obligations hereunder or with respect to the Property.

- b. In the event that Buyer notifies Seller that Buyer does desire to proceed with this Option Agreement and Buyer exercises the Option contained herein, then, the closing shall take place in accordance with the terms and provisions of the PSA and Seller shall assign to Buyer at the closing the right to all claims and compensation payable in connection with such proposed condemnation or taking (and to the extent any compensation is paid to Seller prior to closing, Buyer shall receive a credit at closing in the amount of such payments).

- 6. Destruction or Damage. If, during the term of this Agreement all or any portion of the Property is destroyed by one or more incidents of fire or other casualty, such event shall not affect the rights and obligations of the parties hereunder and this Agreement shall remain in full force and effect in accordance with its terms.

- 7. Seller's Covenants.

- a. Seller hereby covenants and agrees that, during the Option Term, Seller shall not commit, approve, consent to or permit any "Unpermitted Transfer" (as hereinafter defined) without the prior written consent of Buyer. Any "Unpermitted Transfer" which is effected without the prior written consent of Buyer shall be void, invalid and of no force or effect against Buyer or Buyer's rights hereunder in the Property. As used herein, and "Unpermitted Transfer" shall mean any of the following:
 - i. any lease affecting all or any portion of the Property;
 - ii. any grant, sale, transfer or other conveyance of all or any portion of or interest in the Property;
 - iii. any mortgage, lien or other encumbrance of all or any portion of the Property, unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Buyer under this Agreement and shall be released on the closing date of the REPSA;
 - iv. any contract or other agreement pursuant to which any party may obtain lien, development, possession or usage rights affecting all or any portion of the Property;
 - v. any zoning change, annexation or subdivision of all or any portion of the Property; or
 - vi. any other act or omission affecting the Property which would diminish or otherwise adversely affect Buyer's interest under this Agreement or which might prevent Seller's full performance of its obligations hereunder or under the REPSA.
- b. Seller shall not apply for inclusion of the Property into any County Agricultural and/or Forestry District program or any similar program, and all pending applications for including the Property into any Agricultural and/or Forestry District or any similar programs shall be withdrawn by Seller within five (5) days of executing this Agreement.

Real Estate Purchase Option Agreement

c. Seller hereby covenants and agrees that, at all times during the Option Term:

- i. Seller shall continue to operate and manage the Property in accordance with Seller's customary procedures;
- ii. Seller shall not enter into any agreements to purchase the Property, offers to purchase the Property or options to purchase the Property from third parties;
- iii. Seller shall not enter into any agreement, license or lease affecting the Property or amend, terminate, waive any rights under or extend any agreement, license or lease affecting the Property;
- iv. Seller shall not suffer or permit any default to occur by Seller in any agreement, license, or lease affecting the Property;
- v. Seller shall not erect or demolish any structure or other improvement located on the Property;
- vi. Seller shall maintain the Property free from waste and neglect and in good order and repair and keep and perform all obligations of the owner of the Property under applicable Federal, state, county and municipal laws, ordinances, regulations and directives; and
- vii. Seller shall maintain or cause to be maintained comprehensive public liability and casualty insurance on and with respect to the Property, by insurers and in forms and amounts and covering the risks reasonably satisfactory to Buyer (but in no event shall the coverages or amounts of the insurance to be maintained be less than such coverages and amounts maintained by prudent owners of property similar to the Property).

8. Inspection; Access to Property. From the date hereof until the expiration of the Option Term, Buyer may inspect the Property and complete such tests, inspections and investigations as Buyer may determine in its sole discretion. The period between the date of this Agreement and the expiration of the Option Term is called the "Inspection Period." Without limiting the generality of the foregoing, during the Inspection Period: (A) Seller shall permit Buyer to examine, at all reasonable times, all plans, drawings, specifications, blueprints, surveys, title reports, engineering reports, environmental reports and other technical descriptions or materials in Seller's possession or control relating to the Property; (B) Buyer shall have the right, at all reasonable times, to (i) inspect the Property, (ii) review the Leases, the Contracts and the Licenses (as those terms are defined in the PSA) (iii) conduct engineering and geophysical feasibility tests of the Property and an environmental audit or audits of the Property, including sampling, and (C) Buyer shall be given complete access to the Property for the purpose of making such tests, inspections and investigations.

9. Covenants Running with the Land; Specific Performance. The covenants and agreements of Seller under this Agreement are intended to be and shall be covenants running with the land with respect to the Property and shall be binding upon Seller and Seller's heirs, representatives, successors and assigns. Buyer and Seller agree to record a memorandum of this Agreement within five (5) days of its execution with the Recorder's Office of the

Real Estate Purchase Option Agreement

county in which the Property is located. This Agreement and the REPSA entered into pursuant hereto shall be specifically enforceable by Buyer and by Buyer's representatives, successors and assigns.

10. Cooperation. Within ten (10) days from the date of this Letter, Seller shall provide Buyer with copies of all plans, plats, drawings, surveys, designs, title opinions, title insurance policies and title insurance commitments (whether for Seller or for any mortgagee of Seller, current or prior), studies/reports (including, without limitation, drafts), permits, approvals, orders, notices of violation, enforcement notices, easements or restrictions (whether in favor of a public or a private entity), documents and information related to the Leased Premises or the Property which are in its possession or could be reasonably obtained. Seller agrees to cooperate with Buyer during its due diligence investigations and in obtaining any and all permits, orders, variances, waivers, releases, terminations of agreements and approvals necessary for the Project, including signing any applications or similar documentation required of the land owner therefore. Notwithstanding the foregoing, Seller shall not be required to make any expenditure for such cooperative efforts unless and until Buyer agrees to reimburse Seller for the reasonable costs thereof. Seller shall grant Buyer and its agents, consultants, contractors and representatives full access to the Leased Premises and any required portions of the Property throughout the Option Period(s) to complete Buyer's due diligence.
11. Notices. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery, by overnight courier service, by United States mail, postage prepaid, certified or registered mail, return receipt requested, by email or by facsimile transmission, and addressed to the parties as follows, or as may be otherwise designated thereby in writing, and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier service, one (1) business day after so sending; (c) if mailed, two (2) business days after mailing as aforesaid; (d) if sent by email or facsimile transmission, effective upon confirmation of transmission, in each case addressed as follows:
- | | |
|---------------|--|
| If to Buyer: | Sandra J. LaFlash and Frederick LaFlash, Trustees
LaFlash Family Revocable Trust 2015
25 Thompson Pond Road
Spencer, MA 01562 |
| If to Seller: | Zero Point Development, Inc.
309 East County Road
Rutland, MA 01453 |
12. Successors and Assigns. All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Seller may not assign or transfer its rights and interest in the Property during the term of this Agreement. Buyer may, after delivery of written notice to Seller, freely assign its rights hereunder without Seller's consent.
13. Contact with Authorities. In order for Buyer to make an informed decision with regard to exercise of the Option, it is understood and Seller specifically agrees that Buyer or his agents may contact various local or other governmental authorities, departments, or agencies concerning Seller's Property, including, without limitation, with respect to zoning matters. Seller agrees to assist in any capacity as required to facilitate the rezoning of the

Real Estate Purchase Option Agreement


Property as required by the Buyer for the development of a utility-scale solar power facility; however, Buyer shall be responsible for all cash costs associated with rezoning.

14. Severability. In the event that any term or provision of this Agreement, or the application thereof to any particular party or circumstance, is found by a court of competent jurisdiction to be invalid or unenforceable (in whole or in its application to a particular party or circumstance), the remaining terms and provisions of this Agreement or the application thereof to different parties or circumstances, as the case may be, shall not be affected thereby and this Agreement shall remain in full force and effect in all other respects.
15. No Merger. The terms and provisions of this Agreement shall not merge or be deemed to merge into the PSA.
16. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or photocopy signature on this Agreement or any amendment thereto shall have the same legal effect as an original signature.
17. Applicable Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the state in which the Property is located.
18. Broker. The parties represent to one another that they have not dealt with any broker or finder, unless set forth in another writing, signed by both parties hereto, with respect to this Option or the possible sale of the Seller's Property. Each party shall indemnify, defend and hold harmless the other party from and against any breach of the foregoing representation.
19. Non-Disclosure. Seller shall not disclose to any person, entity or governmental body (other than Buyer's confidential advisors, representatives, attorneys or agents) any information related to Seller or the potential lease of the Leased Premises by Buyer. Without limiting the generality of the foregoing, Seller shall refrain from discussing with anyone (except as provided above) negotiations with Buyer, plans, rent or option payments, pricing, terms or conditions associated with this Letter, the Option or the potential Lease. Buyer shall direct any of its confidential attorneys, advisors, agents and/or representatives that Buyer is allowed to make disclosures to that they must honor and be bound by this non-disclosure/confidentiality requirement.
20. Acceptance. Buyer's offer to enter into this Agreement shall remain valid for seven (7) days ("Acceptance Period") from the as defined herein. In the event Seller does not accept Buyer's offer within the Acceptance Period by executing and returning the Buyer a copy of this Agreement executed by Seller, Buyer's offer shall be void and of no further force or effect.
21. Entire Agreement. This Option contains the entire agreement between the parties with respect to the subject matter thereof. This Option may not be amended or modified, nor may any provision be waived, unless in writing signed by the party against whom enforcement is sought.

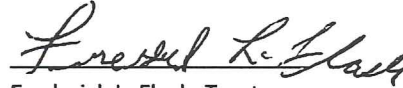
Real Estate Purchase Option Agreement

IN WITNESS WHEREOF, the parties have executed this Option Agreement and made it effective the date and year first above written.

Seller: LaFlash Family Revocable Trust 2015, by



Sandra J. LaFlash, Trustee



Frederick LaFlash, Trustee

Buyer:

Zero Point Development, Inc.

By: _____

Name: Brendan Gove

Its: President

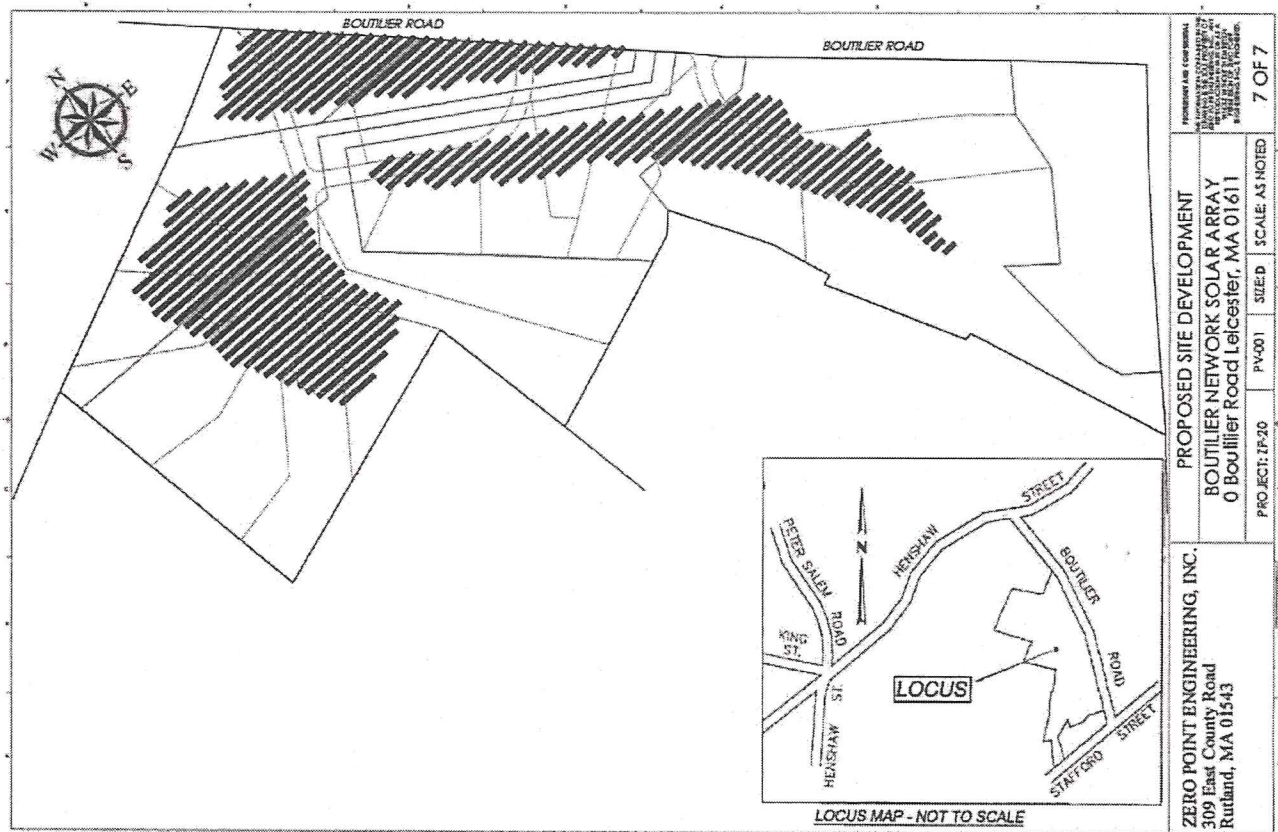
Duly authorized

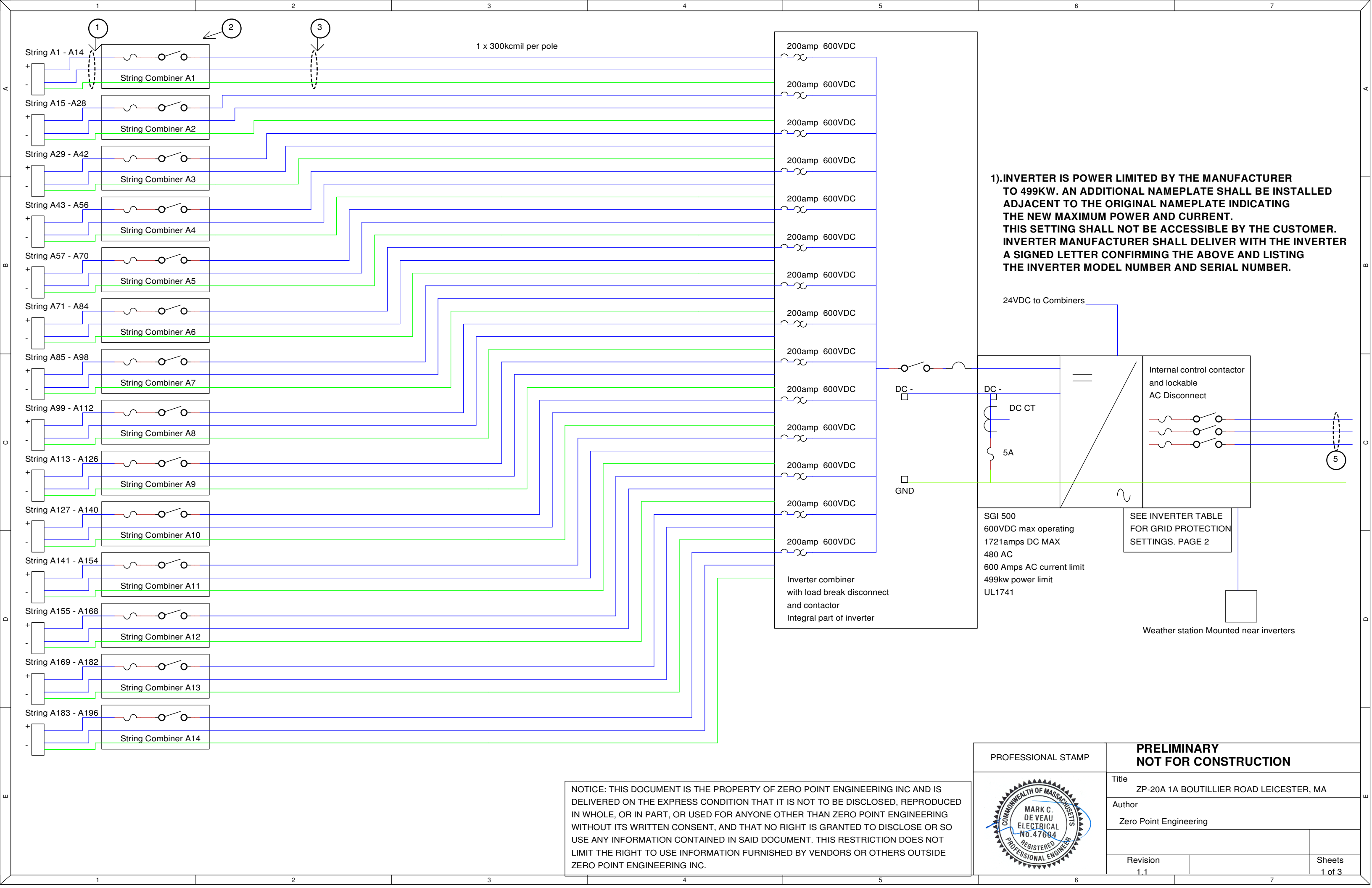
Real Estate Purchase Option Agreement

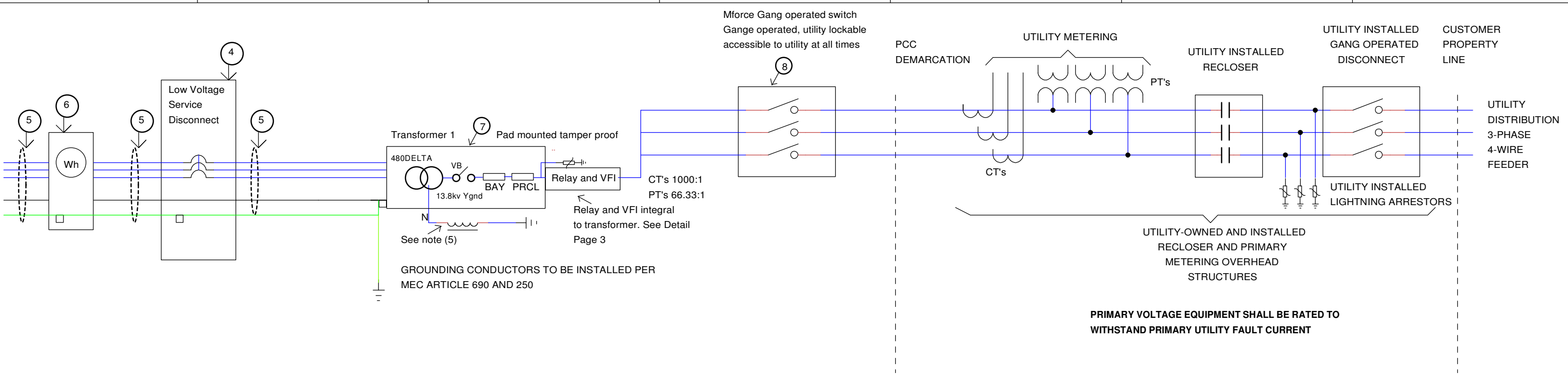
EXHIBIT A

The Property is described as the following parcel in Leicester, MA including any easements, rights-of-way, benefits, privileges, water rights, mineral rights, air rights, tenements, hereditaments, rights and interests appurtenant thereto or otherwise benefitting such Property:

Worcester District Registry of Deeds all remaining lands from deed dated August __, 2015 and recorded at Book ____ Page ____.







PRIMARY VOLTAGE EQUIPMENT SHALL BE RATED TO
WITHSTAND PRIMARY UTILITY FAULT CURRENT

See note 1 on page 1	
INVERTER INFORMATION	
Manufacturer	Solectria
Model Number	SGI 500-480
Operating Voltage	330 - 600
Mpp Voltage Range	300 - 600
Max Continuous Power	499kW
Max VOC	600
Max Operating Input Current	1,721
AC Nominal Voltage	480 L-L
Operatin AC Voltage Range	+10% -12%
Max Rated Output Current	600 amps
Total Harmonic Distortion	< 3%
Power Factor	> 99%
CEC Efficiency	97%
Grid Protection	UL 1741
Strrings Per Inverter	192
Combiner Inputs	14
Combiner Fuses	200amps
Max Strings Per Fuse	14
PROTECTION SETTINGS	
Reconnect Low Frequency	59.95hz
Reconnect High Frequency	60.05hz
over frequency	65hz
under frequency	55hz
over current	110%
voltage imbalance	10%
over voltage instantaneous	140%
over voltage fast	120%
over voltage slow	110%
under voltage instantaneous	10%
under voltage fast	50%
under voltage slow	85%
gnd fault current trip	5 amps

PV STRING INFORMATION	
Number of Module In Series	11
STC Power per String	3,300.00 W
STC VOC at -20C	559.3
Vmpp at 39C	344.9
Impp STC	8.20
Isc STC	8.69
PV MODULE AND ARRAY INFORMATION	
Module Manufacturer	Renesola
Module Model Number	JC300M-24
Max Power	300W
VOC at -20C	50.85
Vmpp	36.6
Impp	8.20
Isc	8.69
Max Series Fuse	20 amp
Total Array DC STC	646.8 kWp

SERVICE DISCONNECTS	
Manufacturer	EATON
Main Device	CUTLER-HAMMER TYPE "CRD" 100% RATED VISA TYPE BRKR
Frame	1600A 3P
Trip Unit	DIGITRIP RMS310 LSI
Fuse Provision	NONE
Rating Plug	800A
Main Bus Rating	800 amp, 480 volts, 60 hz
Grounding	Internal
SWBD CCT RATING	50 KA SYM
BUS Bracing	50 KA SYM
Ground Fault Protection	NONE
Suitable for Service Use	YES
Enclosure Type	3R (NONWALK-IN)
Certifications	UL / CSA

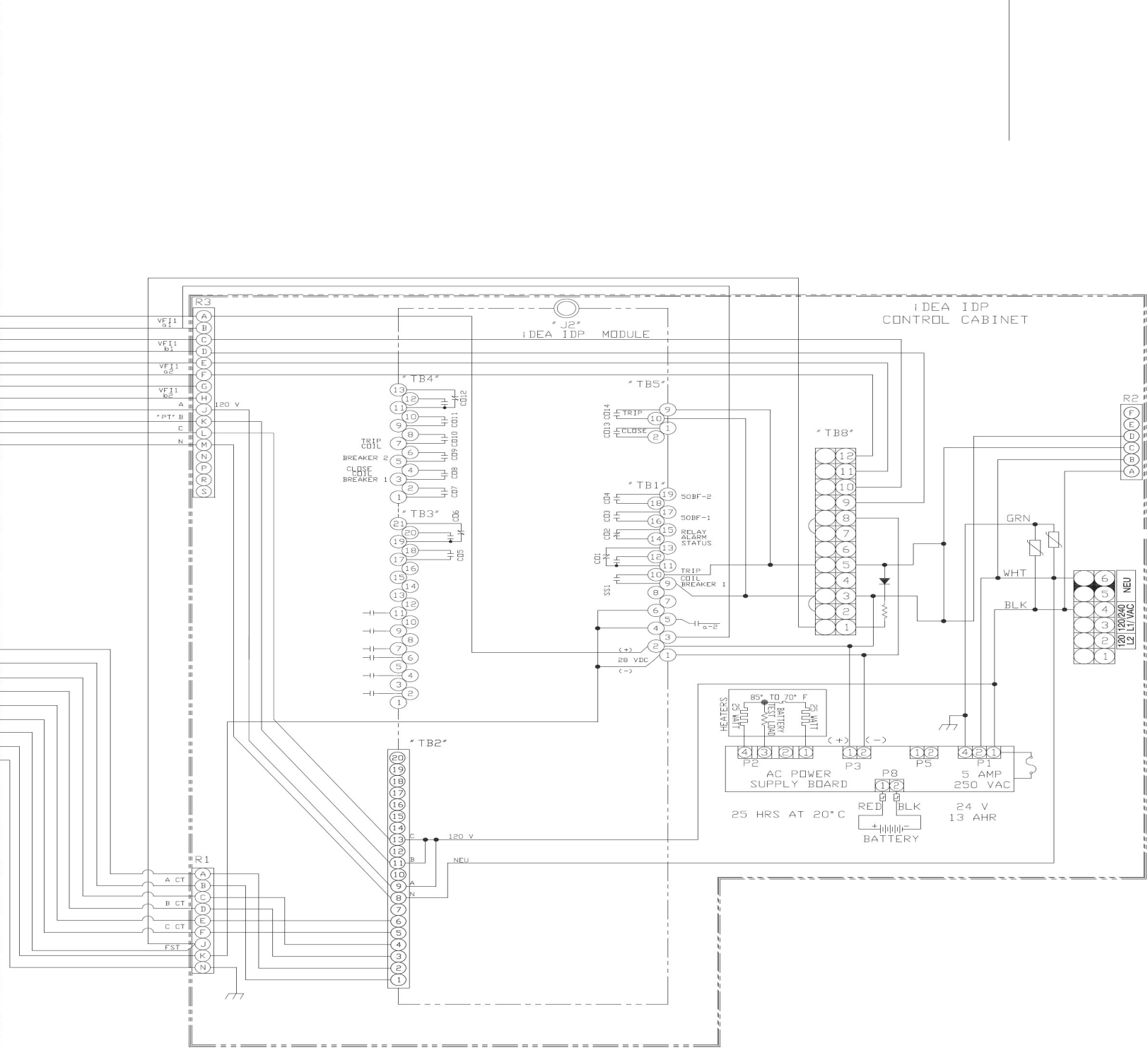
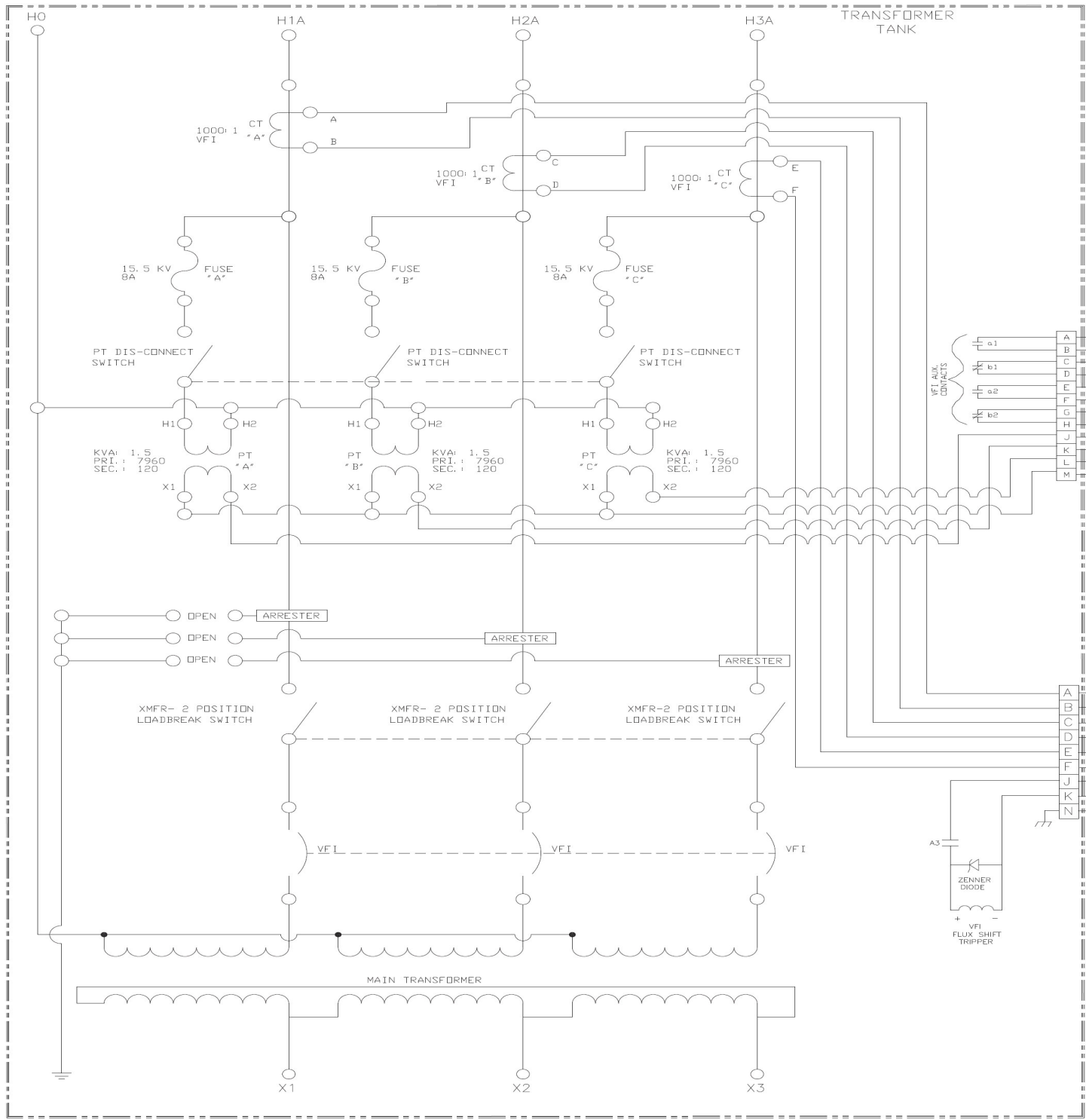
COOPER EDISON IDEA iDP210 PROTECTIVE RELAY PROPOSED SETTINGS		
27-1	0.5pu	0.1 SEC
27-2	0.85pu	1.9 SEC
51N	0.75A	0.9 SEC
51-phase	1.5pu	2.2 SEC U.S. TCC U4
59-1	1.1pu	0.6 SEC
59-2	1.2pu	0.1 SEC
81U-1	57	0.1 SEC
81U-2	58.5	1.6 SEC
81O	60.5	0.1SEC
51C	25	2.0 SEC U.S. TCC U4
59N	100V	1.9 SEC

NUMBERED DRAWING ITEMS			
1	10awg with MC4 connectors per string from panels to string combiner. Type "USE-2" 90C outdoor rated. Max length 1000ft. Minimum length 10ft	6	Locus Lgate 360 Reporting Watt meter in NEMA 3R cabinet. Wireless Cellular
2	Field combiner. 14 input, 15 amp fuses Solectria ARCCOM 14. UL1741 rated Input wire range 14 to 6 awg. NEMA 4. Output wire range (2) 1 awg - 600kcmil Max current 288amps. Load break rated lockable disconnect. Integrated arc fault detection and shutdown.	7	Distribution type pad-mounted transformer. Tamper proof. Designed for Step-up operation. 500kva, 2-winding. KNAN cooling class. 60C rise. ANSI C57.12.34 and C57.12.28. NEMA TR-1 sound level LV BIL 30KV. MV BIL 95KV. UL listed. Guages, sample port and visible load break disconnect accessible without opening termination cabinet. Minimum impedance 3.5% at 500kva. Target impedance 4%. Efficiency >99% CEC weighted. Dead-Front. Fault current limited by PRCL "Zero Forcing" Fuse in transformer. Has fully rated insulated neutral bushing and neutral reactor. Integrated VFI and protection relay
3	Home runs based on 190amp max current. (1) 300kcmil 1 per pole based on 3 conduit buried electrical duct bank per MEC 2014 figure B.310.15(B)(2)(2) Detail 2 Type UF 90C in under ground SCH 80 PVC, 28% fill. 500ft max length	8	Cooper K-SEC 926 gang operated M-force disconnect switch. 15kv distribution class with ice shields. Max Voltage 17kv BIL 110kv CONTINUOUS CURRENT 600A LOAD BREAK, 50@600A, 10@900A MOMENTARY 40 kA Asy. rms 3 SECOND, 25 kA Sym. rms FAULT CLOSE (ASYM) 1 @ 20 kA, 3 @ 15 kA
4	See Service Disconnects Table		
5	Cables from inverter to transformer LV. 3 x 400kcmil per phase. 90C 600vac.		

- NOTES
- CONDUCTOR SIZES SHOWN ARE FOR COPPER CONDUCTORS UNLESS NOTED OTHERWISE.
 - INSTALLATION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE AND MASSACHUSETTS AMENDMENTS
 - USE IRREVERSIBLE COMPRESSION CONNECTORS TO BOND GROUND WIRES
 - LABEL EQUIPMENT AND CONDUCTORS PER MEC REQUIREMENTS
 - NEUTRAL REACTOR IS A PLACEHOLDER ONLY UTILITY WILL SPECIFY IF REQUIRED AND WILL DICTATE PARAMETERS. IF NOT REQUIRED, NEUTRAL WILL BE HARD GROUNDED.

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