



89 Hayden Rowe St  
Hopkinton, MA 01748

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## **Solect Energy Project Proposal**

**TO: The Towns of Bristol and Barrington, RI**

*RFP-850*

FOR

CONSTRUCTION OF  
SOLAR PHOTOVOLTAIC ARRAYS

**Submitted: November 30, 2016**

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## **Solect Energy Project Proposal**

### **Towns of Bristol and Barrington**

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## I. COVER LETTER

Dianne Williamson  
Project Coordinator  
Town of Bristol, RI  
10 Court Street  
Bristol, RI 02809  
Email: [dianew@bristolri.gov](mailto:dianew@bristolri.gov)

November 30, 2016

Dear Ms. Williamson,

Solect Energy truly appreciates and welcomes the opportunity to ally with the Towns of Bristol and Barrington, RI and to Bid on RFP-850. We believe that Solect is uniquely qualified to deliver commissioned solar photovoltaic systems aimed to reduce the Towns' next 20-25 year electrical costs.

Solect owns and operates more than 40 solar systems throughout New England, and we have numerous clients to whom we've delivered multiple projects. Solect's mission is aligned with your initiative, and our track record is incredibly strong. We are devoted to delivering an exceptional "customer experience" through expert capabilities, quality, reliable performance, communication, and value.

Personally, I have demonstrated a long-standing commitment to Sustainability and have been putting this passion to work in both the Private and Not for Profit sectors for many years. I have decades of contracting experience in building construction and renewable energy systems such as Geothermal and Solar. As a Newport County neighboring resident I am readily available and very responsive. And finally, I believe that the Town's project goals align with my own.

As your local Project Consultant, I pledge to put all my experiences to work for you throughout every Project. I will also connect you to Solect's industry leading capabilities. Our in-house team performs all phases of solar energy services: project and program development, design, engineering, permitting, procurement, construction project management, systems management, billing administration, and customer services like promoting your Solar Project.

We are eager to begin working with you. We again appreciate your interest and diligence to evaluate Solect as your partner in this initiative. We look forward to a review of this proposal and to moving forward with the deliverables.

Sincerely,

Joseph Fraioli  
Solect Director and RFP-Consultant

**II. Mandatory Bid Documents**

1. Attachment A – Bid Form – Town of Barrington

TOWN OF BRISTOL and TOWN OF BARRINGTON, RI

INVITATION FOR RFQ/RFP  
BID #850  
PUBLIC-PRIVATE PARTNERSHIP FOR ON-SITE SOLAR PROJECTS

**Attachment A  
Town of Barrington**

**BID FORM**

Solect acknowledges receipt of all 6 Addenda and associated files.  
Solect Offers to the Town of Barrington a Net Metering Agreement with a total of 1,339 kW DC nameplate capacity at a discount rate of \$.101 (ten and one tenth cents) per Net Metering Credit see Addendum C-1

**NAME AND ADDRESS OF BIDDING FIRM:**

Solect Energy Development, LLC.  
89 Hayden Rowe St  
Hopkinton, MA 01748

**I herein agree to abide by all requirements as detailed in the "Invitation for Bid #850".**

Signature: \_\_\_\_\_

 11-30-16

Printed Name & Title: Craig Huntley, Founder and CDO

Date: 11-30-16

Attachment A – Bid Form – Town of Bristol

TOWN OF BRISTOL and TOWN OF BARRINGTON, RI

INVITATION FOR RFQ/RFP  
BID #850  
PUBLIC-PRIVATE PARTNERSHIP FOR ON-SITE SOLAR PROJECTS

**Attachment A**  
**Town of Bristol**

**BID FORM**

Solect acknowledges receipt of all 6 (six) addenda and related documents for this Bid.  
Solect offers the Town of Bristol a Net Metering Agreement for a total Nameplate Capacity of 875 kW at a Net Metered discount purchase price of \$.101 (ten and one tenth cents) per NMC. (see Addendum C-2)

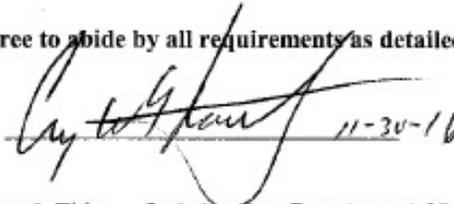
**NAME AND ADDRESS OF BIDDING FIRM:**

Solect Energy Development, LLC.

89 Hayden Rowe St

Hopkinton, MA 01748

**I herein agree to abide by all requirements as detailed in the "Invitation for Bid #850".**

Signature:  11-30-16

Printed Name & Title: Craig Huntley, Founder and CDO

Date: 11-30-2016

2. Attachment B – Non-Collusion Agreement

TOWN OF BRISTOL and TOWN OF BARRINGTON, RI

INVITATION FOR RFQ/RFP  
BID #850  
PUBLIC-PRIVATE PARTNERSHIP FOR ON-SITE SOLAR PROJECTS

**ATTACHMENT C**

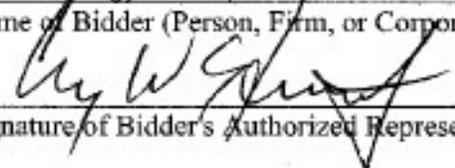
**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bid No. 850, Public – Private Partnership for On-Site Solar Projects. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to provide the Town with a certificate of insurance which names the Town of Bristol and the Town of Barrington as an Additional Insured for the work specified.

Insurance Required:

- Workman's Compensation in compliance with statutory limits
- Comprehensive General Liability Insurance of at least \$1,000,000.

Solect Energy Development LLC.  
Name of Bidder (Person, Firm, or Corporation)

 11-30-16  
Signature of Bidder's Authorized Representative

Craig Huntley, Founder and CDO  
Name & Title of Authorized Representative

11-30-2016  
Date of Signing

3. Attachment C – Bidders Statement Regarding Insurance

TOWN OF BRISTOL and TOWN OF BARRINGTON, RI

INVITATION FOR RFQ/RFP  
BID #850  
PUBLIC-PRIVATE PARTNERSHIP FOR ON-SITE SOLAR PROJECTS

**ATTACHMENT C**

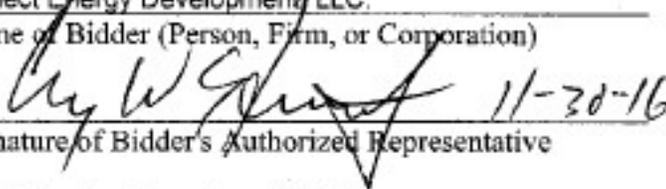
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Insurance Required:

- Workman's Compensation in compliance with statutory limits
- Comprehensive General Liability Insurance of at least \$1,000,000.

Solect Energy Development LLC.  
Name of Bidder (Person, Firm, or Corporation)

 11-30-16  
Signature of Bidder's Authorized Representative

Craig Huntley, Founder and CDO  
Name & Title of Authorized Representative

11-30-2016  
Date of Signing

4. Attachment D – Bidders Statement About Relevant Experience

TOWN OF BRISTOL and TOWN OF BARRINGTON, RI

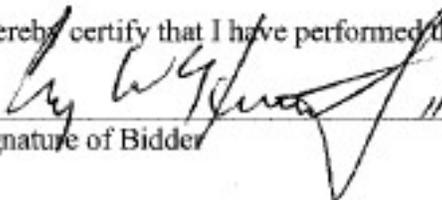
INVITATION FOR RFQ/RFP  
 BID #850  
 PUBLIC-PRIVATE PARTNERSHIP FOR ON-SITE SOLAR PROJECTS

**ATTACHMENT D**

**BIDDER STATEMENT OF RELEVANT EXPERIENCE**

List three (3) references for which your firm provided service within the last five years.

I hereby certify that I have performed the work listed below.

  
 Signature of Bidder 11-30-16

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE
Town of Coventry	2011-2012	\$580,000	Bob Joyal Town Engineer Coventry, RI	401-822-9182
Pingree School	2011-2012	\$1,120,000	Jack Burns CFO	978-468-4415 x 277
Fitchburg Public Schools	2016	\$1,350,000	Bob Jakela Asst. Super Finance	978-345-3217

Attachment E – Additional Information

**Additional Information**

**1. Company Ownership**

Solect Energy Development, LLC

**2. Company Address**

89 Hayden Rowe St  
Hopkinton, MA 01748

**3. Total Number of Employees = 56**

**4. Locations from which employees assigned:**

Hopkinton, MA  
Little Compton, RI

**5. Name, address, and telephone number of Bidder's Point of Contact:**

Joseph Fraioli  
65 Francis Ln  
Little Compton, RI 02837  
(401)338-1231 Direct (Mobile)

**6. Company Background/history and why Bidder is qualified to provide the services described in this Bid.**

See Section III - "Project Proposal",

**7. Length of time Bidder has been providing services described in this bid:**

7 years

**8. List of all subcontractors to be used for any services related to the project:**

Subcontractors  
Energy Electric Co., Inc.  
1265 Mendon Road, Woonsocket, RI 02895  
<http://www.energyelectricne.com/>

Paquette Electric Co., Inc.  
368 Killingly Rd, Pomfret Center, CT 06259  
<http://www.paquetteelectric.com/>

**9. Copy RI General Contractor's License in accordance with RI General Law**



**10. Specification Sheets of PV Equipment to be used for the Project:**

See Addendum D in Bid Package.

### **III. Project Proposal**

#### **A. Executive Summary**

Thank you again for the opportunity to present Solect Energy's proposal for the Town of Barrington and Town of Bristol Request for Proposals for solar photovoltaic systems at your respective properties. Solect has elected to focus our proposal on a series of buildings, which we believe represent the best solution for the towns.

The sites in our proposal include:

1. Barrington High School
2. Nayatt Elementary School
3. Sowams Elementary School
4. Primrose Hill School
5. Barrington Town Hall
6. Mt Hope School
7. Bristol Fire and Rescue
8. Quinta Gamelin Center
9. The Animal Shelter

Solect is proposing to perform the entire range of services including financing for each of the projects with our existing sources of capital. Solect will design, engineer, permit, finance, procure all equipment, install, interconnect, commission, monitor and manage the systems at each of the buildings. The one exception is for the Barrington Town Hall, where you've indicated the town would prefer to own the array. Please see our design recommendation, and corresponding financial pro forma for that project. In all cases, the towns will have the opportunity to purchase any system from the initial contract, or as a Purchase Option during the term of the agreement.

Our interconnection and metering strategy involves Solect installing systems at your buildings, and installing a new utility meter dedicated to the solar array. The solar arrays will utilize the building's existing main electric service, which we have evaluated and determined to be of sufficient capacity to support each system as designed. This configuration will allow each building to achieve the highest level of cost savings while avoiding cost outlays for the solar equipment.

Solect will utilize Net Metering, and the RI Commerce REF rebate program as the vehicles for each project. Project economics will be structured as on-site net metering. Here's how it works:

For each project, Solect will install the solar system, and National Grid will install a new solar only utility meter. For each kilowatt hour of solar generation, National Grid will credit the solar meter with one net meter credit (NMC). The credits are presently value at .15 each, which is higher than the cost for delivered kilowatt hour behind your utility meters, when deducting demand charges billed in kW. Solect will "sell" each net meter credit to the town, at discounts that range from 27-33% to value. The new electric bill will show a cash credit applied for the previous month's solar generation. The customer will then pay Solect for the value of that credit, less the discount%. The net financial benefit is illustrated in the savings summary for each town, and for each building in the exhibits to this proposal.

We recognize that Net Metering Credit mechanism differs from “behind the meter” Power Purchase Agreement. Solect is proposing the NMC model because your savings will be significantly higher with a NMC program.

We are prepared to enter a tax agreement with each town’s assessor based on \$5,000 per MW per year pro rated for each system size, and have accounted for these costs in our rate offer for each project.

The Solect team is proud of our experience working with dozens of public and not for profit clients, especially with schools! We often work with these clients to devise custom engagement programs and enrichment programs for their staff and students. We would like to offer our availability to conduct system orientation events for your staffs and students, to illustrate the economic, technical, and environmental attributes of your commitment to renewable solar energy. We also contribute time, resources and energy to supplement curriculum for students, which can involve STEM, math, economics, and career path information that can deliver value-added benefits to the school communities. Each system includes a monitoring system that is accessible by internet connected devices, and can display to your specified monitors for appropriate presentation to audiences of your choice – from a website to handheld smartphones and tablets. IN addition to the economic benefits of Solect’s solar systems, we are committed to sharing our experience and leverage the tools available to help you maximize benefits to your communities.

## **B. Project Execution - Meeting the RFP’s Requirements**

Solect is dedicated to supporting local community efforts to go green, which is why unlike so many other solar energy companies, Solect is a full service solar energy provider: we develop, integrate and own & operate several solar PV systems. This allows us to understand what it’s like to go through all details of the financial and installation processes firsthand. This unique perspective allows us to properly assess a project’s feasibility from the customer’s point of view, ensuring that it’s in the best interest of our customers and community. Our collaborative and practical approach of developing “smart solar” solutions ensures simplified and reliable results that best fit our customers’ needs, and has earned Solect a reputation for integrity and quality. In fact, our goal of exceeding expectations has resulted in several of our customers conveying their confidence in Solect by installing their second and third systems. At Solect, we do more than develop solar arrays, we partner with our Clients to deliver smart solar energy solutions that help them meet their goals and contribute to their long-term success.

In 2016 we will have completed construction of 400 solar facilities. At any one time, most of these were in various stages of construction at the same time. We handled all aspects of each of these projects concurrently. Solect anticipates no challenges to support RFP-850’s project delivery and management requirements.

Based upon Solect’s execution experience of 400 Solar Projects and intimate knowledge of RI policies and regulations and the Interconnection Process with National Grid, Solect believes that the best alternative to meet the financial needs of both the Towns and Solect is to process the proposed PV systems through Net Metering and the RI REF Program administrated by Commerce RI. The incentives offered through this Program will maximize the benefit to the Towns. Costs to design the system, obtain necessary Professional Engineer Stamps and submit for the necessary permitting applications will be

borne by Solect. Successful attainment of the RI REF Rebate Grant, RECs, FTC and Depreciation are critical factors driving the project to completion at the pricing level included in the Price Proposal.

In addition, we will monitor all sites we have installed, giving us a feedback loop to help us continuously improve our production and production forecasts given local conditions. Our in-house expertise and collaborative and practical approach of developing “smart solar” solutions, ensures simplified and reliable results that best fit our customers’ needs, and has earned Solect a reputation for integrity and quality. Importantly, Solect is confident our production forecasts for the Towns of Bristol and Barrington systems will be met, delivering consistent cost savings to the Towns for the life of the agreement.

**Phase I** – Solect advises the Towns to move forward on Roof top installations for all roofs that are structurally sound and whose membranes are approximately 10 years old or less. These buildings that qualify represent the Projects for Phase I. As new buildings come on line (such as the renovation of the Barrington Middle School in 2018) and as older roofs require replacement we advise to consider additional capacity atop those sites. It is important to utilize roof tops since they afford the least cost procurement opportunity for solar in terms of cost per watt and accordingly best savings through the best possible PPA. Whereas all Towns’ loads may not be met Solect is prepared to present 3<sup>rd</sup> party off-site arrays to supplement the loads and eliminate any deficit.

Solect has analyzed the incentive programs in detail and intends to process applications where practical through the REF Program administered by Commerce RI (Annie Ratanasim, Program Manager). Solect has been successful with the REF Application process in recent history and we are very familiar with the Program’s requirements. Upon receiving the award for this Bid, Solect will embark on meeting the Criteria for this Program which requires the following:

1. Obtain all information regarding Energy Audits that have been performed on each building.
2. Work with and Assist the Towns’ delegates in completing Commercial Applications for each Project location as required.
3. Submit Completed Applications within allowable parameters over the course of two Commercial Block Application periods. (Program award caps require this unless an exception is provided from REF).
4. The Installation Agreement is subject to the successful Award receipt of the REF Rebate.

In parallel Solect will assist either or both Towns (as they may choose) in submitting applications to the Rhode Island Infrastructure Bank (Michael Baer, Program Director) for low interest loans should either Town be interested in a Direct Purchase or future buyout. The RIIB requires pre-approved status for any Lendee as listed on their PPL (Project Priority List). The RIIB application is included as Addendum “J”.

In addition to the above Solect will require from the Towns the following:

1. All structural Information for any building whereupon an array may be constructed.
2. Provide any other detailed information relating to their energy consumption
3. Provide access to any site for infrastructure review

Upon receipt of Grant approval (1-2 weeks after submission to REF) Solect will submit Interconnection Applications for each Project to National Grid (Utility Provider) for review and approval. (3-5 weeks). Now, all legal documents will be executed to their fullest and Solect will place orders for all project materials and begin scheduling work crews for installation. Solect will schedule pre-construction “Kick-off” meetings for each project. These meetings will enable all parties to meet and discuss in more detail the safety, construction and marketing efforts related to the projects. Construction for all projects can be completed and fully commissioned in 2017.

**Phase II** – The recently approved renovation of the Barrington Middle School will be targeted for additional capacity. Actual array site will be determined upon final plan review that will detail the available roof space. Once this array nameplate capacity can be determined the difference in the Towns’ remaining loads can be accounted for through Virtual Net Meeting (VNM) from off-site arrays or possibly just one. These off-site locations may be constructed on roof tops or on ground mounts. Preference for these sites should be given to roof top locations which again will provide the most benefit through Least Cost Procurement.

**Phase III** – Solect will be poised to offer Battery Storage soon. We will be examining the performance metrics of these storage systems and aim to implement viable storage capabilities commercially soon. The implications of Battery Storage has huge implications for our future. Storage Systems coupled with Solar PV arrays have benefits that include but not limited to:

- Decreasing Time-of-use and other forms of Demand charges to commercial/industrial sized facilities that can be 50% or more of an entire electricity bill
- Storage can also be used to provide power for fleets of Electric Cars and trucks for the Towns
- Stored power can also be uploaded to the Utility and become an additional income source when Grid demand exceeds supply. This could eventually remove our need for carbon polluting oil, coal, etc. facilities to come on line to meet this need.
- Our grid will be safer from black-outs and even hacking if our Grid is Decentralized

Solect is uniquely positioned to provide a wide breadth of solutions. We are not simply interested in satisfying the needs of this RFP but also the Towns future needs that other competitors have not even thought about yet. In summary Solect is offering a long-term Alliance with the Towns with solutions that are scalable and anticipate our future needs.

## **SOLECT PROJECT MANAGEMENT PROCESS**

Solect has customized Salesforce.com as our primary business system for all project information. This allows for a single repository of real time project information in a

durable, accessible online platform to which all team members have access and utilize in all phases of project preparation, delivery and management. In this section, we explain how Solect performs each section of project delivery.

## **DESIGN, PERMITTING and CONSTRUCTION**

### **DESIGN**

For the sites in this RFP, Solect has performed site visits (excluding The Bristol Animal Shelter which will need to take place) and has refined our initial design. Follow up visits may be required to determine interconnection strategy and perform a first-pass structural review. All elements of every project are recorded in our Salesforce.com software system. Based on the information gathered during the site visit, our Design/Engineering/Interconnection team will finalize the system design, and confirm with Solect's Project Developer and Construction Services team to assure continuity with Haverhill building/site point person's preference, and the site's solar capacity. Preliminary designs are made using the Helioscope software from Folsom Labs, or AutoCAD, utilizing building or site plans, or Google Earth images if plans are not available. This design includes a racking system and panel layout, inverter and stringing arrangement, DC and AC system sizes, and kWh production. Once the solar design is final, Solect begins feasibility engineering, including: the generation of a site plan with the solar array; the creation of an electric one-line diagram stamped by a P.E. for interconnect application; complete a structural analysis with a P.E. stamped affidavit that will be used to pull building permits, and engage the racking manufacturer for final ballast layouts, design validation and uplift engineering. This predictable and replicated process allows Solect to proceed with confidence that each project is designed and built to perform to forecast production estimates.

### **PERMITTING**

Solect manages all aspects of permitting. Solect Project Managers pull building permits with construction management licenses, manage the entire project from contract execution through commissioning, including managing all project subcontractors. If Planning Board review is required for a project, (ground mount or carport systems), Solect will review city published standards and requirements, and engage the City Planner to finalize the projects specific requirements, process, timelines, costs and expectations. Solect's Project Manager will then secure approval to advance the project to the building department application for permits. Solect will then prepare the application documents and supporting materials necessary to submit the building permit application and corresponding fees.

### **CONSTRUCTION**

We can currently install over 100kW of panels, mounting and ballast per site per day and will scale beyond that when needed. Electrical work for a 100kW

system typically takes 2-3 weeks to complete. Twice per week, our Design/Engineering/Interconnection team, Operations and Construction Services teams meet to evaluate our resources compared to project demand. This regular management exercise allows Solect to effectively manage our pipeline of projects and add resources as needed, and to support growth over time.

Our Project Managers have their Construction Supervisor licenses and are NABCEP certified. We have Journeyman electricians in-house. Our installers are classified as general laborers or carpenters and our electrical partners have master, journeyman, and apprentice classifications. Our typical subcontractors are not unionized, but we have and can hire union subcontractors when the situation dictates. We have the ability and experience to manage projects requiring prevailing wages.

## **QUALITY**

Solect has implemented a Quality Control process, with the shared goal of delivering an excellent customer experience. In this case, Solect considers the City of Haverhill and Solect as project owner as the “customers”. The quality process begins with our design, engineering and interconnection processes. From site visit to design and peer review and review of the construction services team, the D/E/I team is committed to and effective at producing designs for each project that will work in the field.

Solect’s Project Managers are trained, empowered and committed to carrying out quality, timely and safe construction services for every project. The Project Manager is accountable for permitting, scheduling, site preparation, equipment delivery receipt, and staging. Our quality process includes preparation and inspections by our in-house Commissioning Agent at each major stage: Pre-construction meeting with client; Logistics and Equipment plan; post-rack and panel installation; post-electrical work inspection; technical commissioning. Final testing is completed upon technical commissioning with local electrical inspection. The Project Manager then works with the electric utility for witness testing, and for installation of bi-directional meter installation. There is then a Customer Transition meeting, and finally the Project Manager closeout. Solect’s Project Managers are required to provide back to the Design/Engineering/Interconnection team, any project changes made in the field that differ from original designs, which is used to create mechanical, electrical and site As-Builts to maintain for future use.

The Project Manager is responsible for addressing any issues throughout the project delivery process, and empowered to adjust as needed. Solect’s VP of Construction Services is ultimately accountable for project delivery and quality, and provides support and resources to the Project Manager. This allows Solect to consistently honor our commitment of delivering quality, highly productive systems on budget and on schedule.

## **SAFETY**

It is the policy of Solect Energy that accident prevention is of primary importance in all phases of operation and administration. Solect's quality and safety processes provide safe and healthy working conditions always for all employees and job sites. The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

All employees and subcontractors working in construction environments are given OSHA approved safety training and are required to have OSHA 10-hour certification. Solect's Project Managers hold OSHA 30 certification. Safety gear varies depending on the site. For a typical flat roof installation, our logistics team will install a hard safety rail the day before the panel installation begins. For pitched roofs, harnesses are standard. We follow OSHA safety guidelines for all facets of the installation and ensure that all employees and subcontractors know that safety always must be highest priority.

### **Equipment Qualifications and Supply Chain Management**

Solect Energy has established multi-year relationships with Tier 1 equipment providers such as Trina Solar, Canadian Solar and LG for modules; DPW Solar, Panel Claw and Ecolibrium for racking; and HiQ, Solectria, Huawei and Fronius for inverters. Trina, Canadian Solar and LG provide excellent product quality and efficiency. Due to our volume and active supplier management expertise, Solect enjoys market-leading cost structures, which enables competitive pricing and long-term financial sustainability. Trina, Canadian Solar, and LG have proven bankability status with visibility to financial health as they are publicly traded entities. DPW, Panel Claw and Ecolibrium's racking offerings provide sound engineering and continuing product innovation, which provides us with the widest possible choices to address any field challenges.

- a) **Primary PV Panel Warranty** – Trina PV panel manufacturer provides a twelve (12) year Limited Product Warranty covering materials and workmanship on their panels, as well as a Limited Power Warranty with a guarantee of at least 83.6% of the date-of-purchase minimum peak power up to twenty-five (25) years from the installation date.
- b) **Primary Inverter Warranty** – HiQ inverters are covered with a ten year warranty covering defects caused by material or manufacturing faults. Solect continues to employ innovative products that improve efficiencies and longevity. HiQ's technological innovations are a great improvement to the value of the systems we install.
- c) **Primary Flat-Roof Mounting Hardware Warranty** – Unirac mounting hardware comes with a twenty-five (25) year materials limited product warranty covering defects in manufacturing and workmanship.
- d) **Online Production Data Tracking:** In addition to the utility provided bi-directional meter, Solect will install a revenue grade production tracking meter on the system, which will include a web interface and provide production tracking. We intend to make this system's data available to the city and for the educational display. This

metering configuration will provide measurement and verification of solar system production.

See Attachment D for Product Brochures for the Proposed System Components.

## **C. Post Installation Optimization & Support Services**

### ***Management, Operation and Maintenance, and Services:***

Solect performs all operations and maintenance with in-house service personnel. Below please find an outline of our standard O&M services. For PPA's, all costs are borne by the system owner. Solect installs with every system a revenue grade monitoring system to provide a comprehensive set of services, and can adjust to meet Haverhill's requirements. The scope of services includes:

- Solect's Network Administrator within our Services team monitors system performance. We rely on real-time system alerts to any issues that materially impact the performance of the system.
- Faults, alarms, and trend data are analyzed by Solect and a service ticket will be issued and field technician(s) deployed as needed.
- For all unscheduled maintenance visits, Solect will provide a service report within 5 business days detailing the status of the solar system, the work completed, and any recommended further action.
- An annual preventive maintenance service is performed for each project, and a system performance report is delivered within 30 days which includes a summary of all maintenance that occurred over the course of the year as well as a list of additional recommended maintenance activities.

### ***Solect's Standard Annual Inspection Activities:***

(all mechanical, electrical, and PV components).

We can modify to accommodate Haverhill requirements.

- All open-air wire (USE-2) and Multi Contact "MC" connectors at the array are visually inspected for excessive drooping, abrasion, disconnection or any other hazard.
- Visual inspection of PV modules and array wiring, inverter systems, mounting system, combiner boxes, wire-ways and conduit, data acquisition system, weather sensors.
- The PV modules are inspected for damage and soiling. Minor soiling addressed onsite and optional cleaning services available.
- Inverter Preventative Maintenance
- The inverter cooling system is inspected and cleaned per manufacturers' recommended procedure.
  - Filters are inspected and cleaned or replaced per schedule.

- Check airways, heat sinks and perform visual inspection for cleanliness
- All electrical screw type fittings located at Inverters, Combiner Boxes, and Disconnects are checked for proper torque and are marked with a permanent marking device.
- Check Combiner Boxes
  - Clean enclosures, and confirm weatherproofing seal is intact
  - Check fuse continuity for each DC circuit in each combiner box.
  - Check Voltage and Current of all DC strings
- Racking and Mounting Inspection.
  - Perform visual inspection for corrosion, visual inspection of hardware for movement or component loosening
  - General inspection of site for evidence of wildlife or human disturbances
- Confirm placards and warnings remain clear and legible
- Solect completes and provides an Inspection Report after all the work is complete. Solect then reviews the inspection report with Customer for sign off results and actions taken-directed.

All maintenance not listed above is treated as “corrective maintenance.” Corrective maintenance includes such work as making repairs, restorations, and improvements not included in paragraphs 1-4. Unless Solect and HAVERHILL specifically agree otherwise in writing, corrective maintenance includes any other services, which Solect may provide (such as, for example, prosecuting Customer’s warranty claims against equipment suppliers). At the time of any service, Solect will inspect all related components of the solar system.

Upon request, Solect will provide other services as Haverhill and Solect agree from time to time, e.g.:

- Post Winter Storm Check-up
- Landscaping maintenance
- Cleaning
- Roof inspections
- Additional Inverter Preventative Maintenance

Solect shall respond per the following table:

<b>Issue Type</b>	<b>Response Time</b>
Customer Alert or Inquiry	4 Business Hours
Customer Notification of System Fault or Alarm	1 Business day from the receipt of fault or alarm
Inverter Ourage	Service call placed within 4 busieness hours
Data Monitoring Metering fault	On-site assessment within 2 business days

Data Monitoring Weather station falut and non-critical faults	3 Business days
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**See Attachment E for a list of Customer References of Solect’s Post-Installation Optimization and Support Services**

**IV. THE SOLECT TEAM**

Solect is qualified and available to execute on Haverhill’s solar initiative. We possess the knowledge, skills and experience required to perform the work required in a timely fashion. The following representatives and their respective teams will be involved in the Haverhill projects and ongoing services to manage our relationship.

Solect is a professional organization that uses best management practices to efficiently execute for our customers and to assure long term company viability. We are guided by our Strategic Plan, which lays out quarterly, annual, and medium term initiatives. Solect operating principals are “Alignment, Accountability and Execution”. We measure our performance against our Balanced Scorecard monthly. Our Extended Leadership Team meets formally every two weeks to address priorities, and cross functional team members interact regularly to perform tasks that support every project. Each Solect team member is focused on performing their role with excellence, and is managed by departmental leaders accountable to provide support and resources to help each individual succeed.

**PROJECT TEAM MEMBERS**

Name	Title	Oversees	Picture
Ken Driscoll	Founder & CEO	-Responsible for company strategy and leadership  <i>-Summary of Experience:</i> 30 years of high tech services and project deployment; 7 years of construction management; 6 years of solar project experience	

<p>Craig Huntley</p>	<p>Founder &amp; CDO</p>	<p>-Responsible for sales and marketing strategy, capital finance and investor partnerships</p> <p><i>-Summary of Experience:</i> 23 years sales and executive leadership in finance; 6 years of solar project development; law degree</p>	
<p>Jim Dumas</p>	<p>Founder &amp; COO</p>	<p>-Responsible for operations, finance, and regulatory</p> <p><i>-Summary of Experience:</i> 25 years sales leadership roles in high tech; 6 years solar PV project development experience</p>	
<p>Matt Shortsleeve</p>	<p>VP of Development</p>	<p>-Responsible for PPA project development and execution.</p> <p><i>-Summary of Experience:</i> 20+ years of experience building and leading business organizations; 6 years in solar energy industry</p>	
<p>Joseph Fraioli</p>	<p>Director Business Development</p> <p>(Joe will lead Solect's project negotiation, contract execution, program implementation, and relationship management with Bristol and Barrington)</p>	<p>Responsible for customer engagement &amp; relationship management</p> <p><i>-Summary of Experience:</i> 30 years of experience within the Construction Industry including Geothermal and Solar applications; 1 year of solar PV project experience at Solect</p>	

<p>Kristen Brandt</p>	<p>Director of Marketing (Kristen will lead the public relations program communication and stakeholder engagement for the Haverhill program)</p>	<p>-Responsible for marketing and marketing communications</p> <p><i>-Summary of Experience:</i> 6 years of experience in marketing at mission-driven companies; 2 years directing marketing at Solect</p>	
<p>Scott Howe</p>	<p>Partner, SVP Sales</p>	<p>-Responsible for sales team leadership and management</p> <p><i>-Summary of Experience:</i> 30 years of experience with power, distribution, controls and large, complex capital projects; 5 years of solar PV project experience at Solect</p>	
<p>Steve Bianchi</p>	<p>Partner, SVP &amp; General Manager of Customer Services (Steve will lead all post-installation services including monitoring, system maintenance, billing, and performance reporting)</p>	<p>-Executive leadership for customer service and operations &amp; management</p> <p><i>-Summary of Experience:</i> 30 years of experience in sales and operations in high tech, most recently as VP of Volume Direct Operations in the Americas for HP; 5 years experience of solar PV project development at Solect</p>	

John Mosher	VP Operations (John will lead design, engineering, permitting, and interconnection responsibilities for the Haverhill program)	<p>-Responsible for engineering leadership and utility interconnection</p> <p><i>-Summary of Experience:</i> 20 years of product design, development and commercialization experience and he has helped manage several high profile clients over the years</p>	
Ed Kelly	VP of Project Management & Construction Services (Ed will lead project management, quality, safety, and commissioning for Haverhill program)	<p>-Responsible for installation oversight and management</p> <p><i>-Summary of Experience:</i> 30 years of construction experience as senior construction project manager for commercial and residential real estate projects; 4 ½ years of solar project experience</p>	
Michael Whatmough	Controller	<p>-Responsible for financial controls, investment credit review, and accounting</p> <p><i>-Summary of Experience:</i> 18 years of accounting, accounting management, and as controller for various companies in New England; 1 year as Controller at Solect</p>	

\*Solect headquarters are conveniently located in Hopkinton, MA. All 52 employees work out of these offices and can efficiently serve the project in Haverhill.

## **Project Marketing**

As a value-add to our clients, Solect provides a series of marketing efforts to promote their solar installation to their stakeholders. These efforts include print and digital media outreach, photos and videos of the installation, promotional communications, and more. We pride ourselves in helping our clients share their solar stories with a broad range of people. Our Web-Based Monitoring System provides access to systems' real time power production for students and residents alike. We can also collaborate with the schools with input for educational curriculum.

## **Experience working with municipal accounts and/or the public sector.**

At Solect, we feel that part of our role as a business is to be a positive part of the community that we work in and live in, which is one reason we enjoy working with the public sector. Thus far, Solect's involvement with the public sector has included our work with the town of Coventry, RI, the Providence and Worcester Rail Road, as well as the Holliston Community Solar Farm. In 2015, Solect began to pro-actively engage with many additional public entities including towns, school districts, and higher education clients. We are currently engaged with solar opportunities in over 20 public entities.

The Town of Coventry--a town at the forefront in exploring sustainability solutions--chose Solect to be its solar development partner in 2012. The Town's first solar project with Solect was the installation of a 125 KW solar photovoltaic (PV) system on its Town Hall Annex Building. The system, which is owned and maintained by Solect, allows the town, through a PPA, to purchase electricity at a reduced rate, saving the town approximately \$8,000 in the first year alone. The project received a grant from the Rhode Island Economic Development Corporation as part of the American Recovery and Reinvestment Act of 2009 (ARRA), which made the project financial feasible. The system is projected to impact approximately one-third of the building's energy costs.

## **V. Additional Reference Information**

1. Solect will perform a series of engineering evaluations for the project. At minimum, we will conduct:
2. Electrical Engineering, to include P.E. stamped electrical designs
3. Structural Engineering, to include P.E. stamped affidavit
  - a. National Grid may require additional engineering studies for the projects.
  - b. Solect will request to receive design plans that you may possess for each building so we can appropriately design in concert with the existing building systems.
4. The facility maintenance responsibility will be clearly delineated in the agreements
5. Solect will provide stamped As-Builts
6. Solect uses PVSYS to forecast solar production. This is generally viewed as the most comprehensive energy estimator in use today
7. The equipment we intend to use for your projects will be 1<sup>st</sup> quality, new and not used, from tier 1 manufacturers, including: Trina, HiQ and Unirac or equivalent.

8. Solect may employ subcontractors, and will engage the city for its approval. Solect will train and manage project subcontractors to comply with the agreement and laws and regulations of the AHJ.
9. Solect can bond sufficient for the scope of this RFP
10. Solect was established in 2009, as a private partnership
11. Solect has maintained its original ownership status
12. Solect also operates Clean Energy Installs, representing our installation business.
13. Solect Energy Development, LLC is the ultimate parent.
14. Solect's federal tax ID#: 27-277-1883
15. Solect is pleased to offer 85% production guarantee of forecast output

## **VI. Solar Project Financing**

Solect has developed relationships with financial institutions and investment partners who support our efforts to develop the small to mid-sized commercial solar market. Our project ownership initiative is supported by a profitable and growing business, a line of credit with our primary lender, and additional project capital from other debt lenders. We have deliberately invested in our project financing capacity to diversify our business model and to add value to the company, our clients, and our partners. Solect intends to own the system within scope of this RFP as required or in addition offer our finance partners as an option to the RIIB should the Towns decide to purchase any system outright.

A key tenet of Solect's strategy is to maximize ownership of solar assets while preserving sufficient capital to fund our company operations and growth plans. Solar projects create recurring revenues and tax equity for the company. We draw on bank financing at favorable rates for financing a large portion of these projects. Solect has a tax appetite, largely from installation income associated with commercial owner-financed projects. We look at utilizing the tax credits within a 3-5-year time horizon so are not exclusively focused to maximize current year profits. We have employed these strategies to optimize our proposal to the Towns.

Currently, Solect has access to capital for a net new \$20MM worth of solar projects. This is derived from a combination of cash reserves, bank financing, and tax liabilities. In addition to operating cash and project capital, Solect enjoys over \$3MM in credit from our key vendors/suppliers. This is sufficient for our current needs. Our Controller, with the support of our outside CPA firm, actively manages our operating cash flow and project financing resources and our Development leadership team manages relationships with our strategic project investment partners.

### **The Solect Investment Committee is comprised of the following individuals:**

- Ken Driscoll, Chief Executive Officer
- Craig Huntley, Chief Development Officer
- Jim Dumas, Chief Operating Officer
- Michael Whatmough, Controller – chair of Solect Investment Committee
- Matt Shortsleeve, Vice President of Development

## **SUB-CONTRACTORS**

Our project manager monitors compliance to Solect construction plans and the quality of the installation crew's work daily, and reviews the work at each project weekly at a minimum. Solect's in-house Commissioning Agent conducts independent reviews of the quality of the work at stages of each project, using checklists that provide several feedback loops to assure quality, accuracy, and timeliness throughout the project.

For the electrical components of each installation, we employ several licensed electrical subcontractors. Electrical contractors cannot scale-up as easily as general laborers with the specialized skills and licenses required. Therefore, having several qualified electrical subcontractors allows us to effectively manage variability in project workflow. In addition, this enables us to ensure competitive installation costs. We carefully qualify each subcontractor for safety, quality, expertise, cost and compliance to our construction methodology. We supervise, support and inspect their work with our site supervisor, project manager, and our in-house licensed electricians.

**Addendum A:**

**Schedule of Project Sites**

Proposed Project Names and Locations and Array Size kW - DC

RFP-850

Towns of Bristol and Barrington RI

Account Owner: SED

<u>Opportunity Name</u>	<u>Address</u>	<u>Town</u>	<u>Proposed Array Size kWh(DC)</u>
Barrington High School	220 Lincoln Ave	Barrington	752.4
Nayatt Elementary School	400 Nayatt Rd	Barrington	230.5
Sowams Elementary School	364 Sowams Rd	Barrington	148.9
Primrose Middle School	60 Middle Rd	Barrington	206.7
Barrington Town Hall	County Rd	Barrington	14.6
Mt Hope School	199 Chestnut St	Bristol	722.5
Bristol Fire and Rescue	4 Annawamscutt Ave	Bristol	58.1
Quinta Gamelin Center	101 Asylum Rd	Bristol	43.2
Animal Shelter	10 Minturn Farm Rd	Bristol	51

## Addendum B-1:

### Town of Barrington – Proposed Phase I Projects

#### Addendum B-1 – Town of Barrington – Project Designs

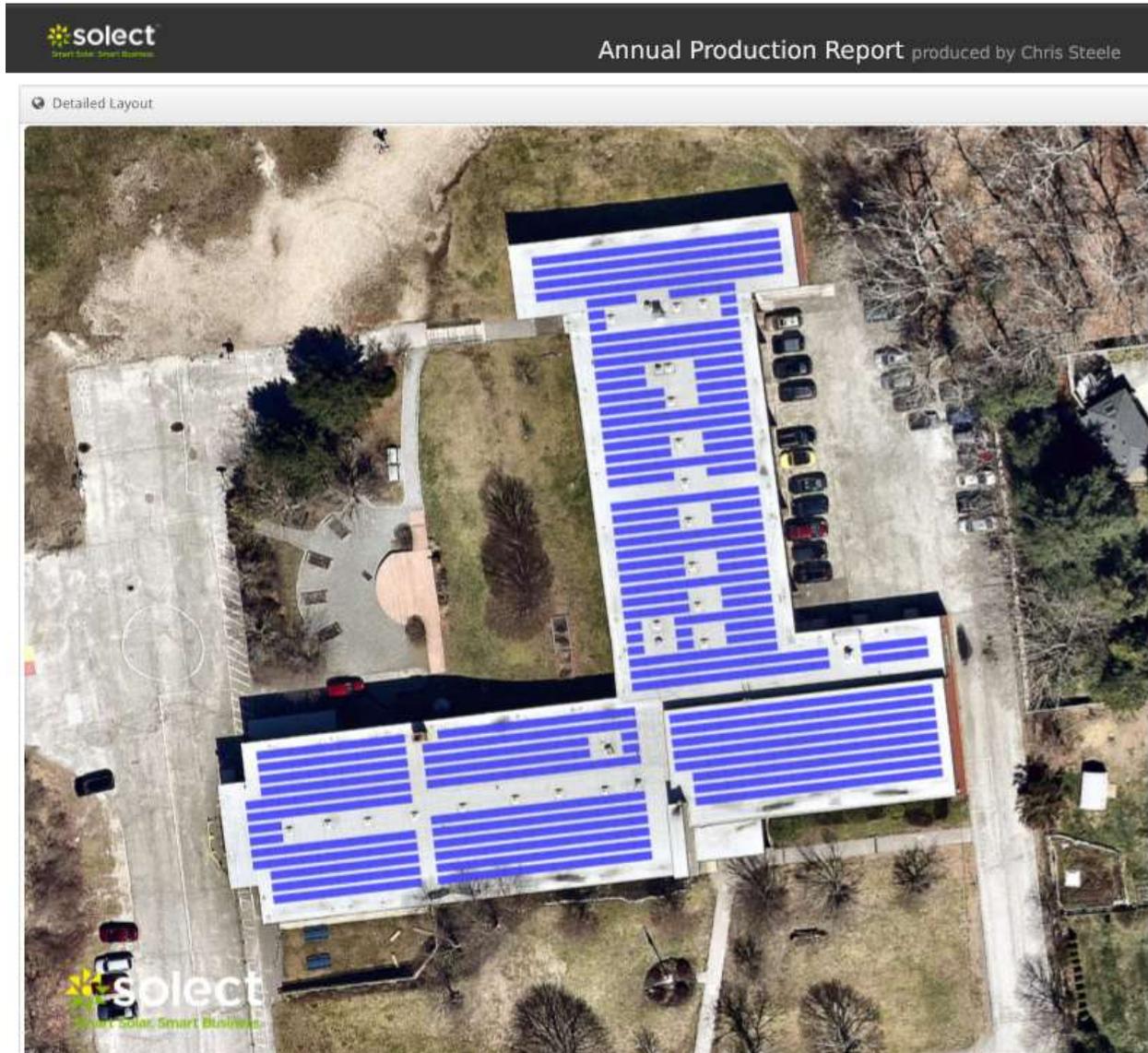
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#### Project # 1 - Barrington High School



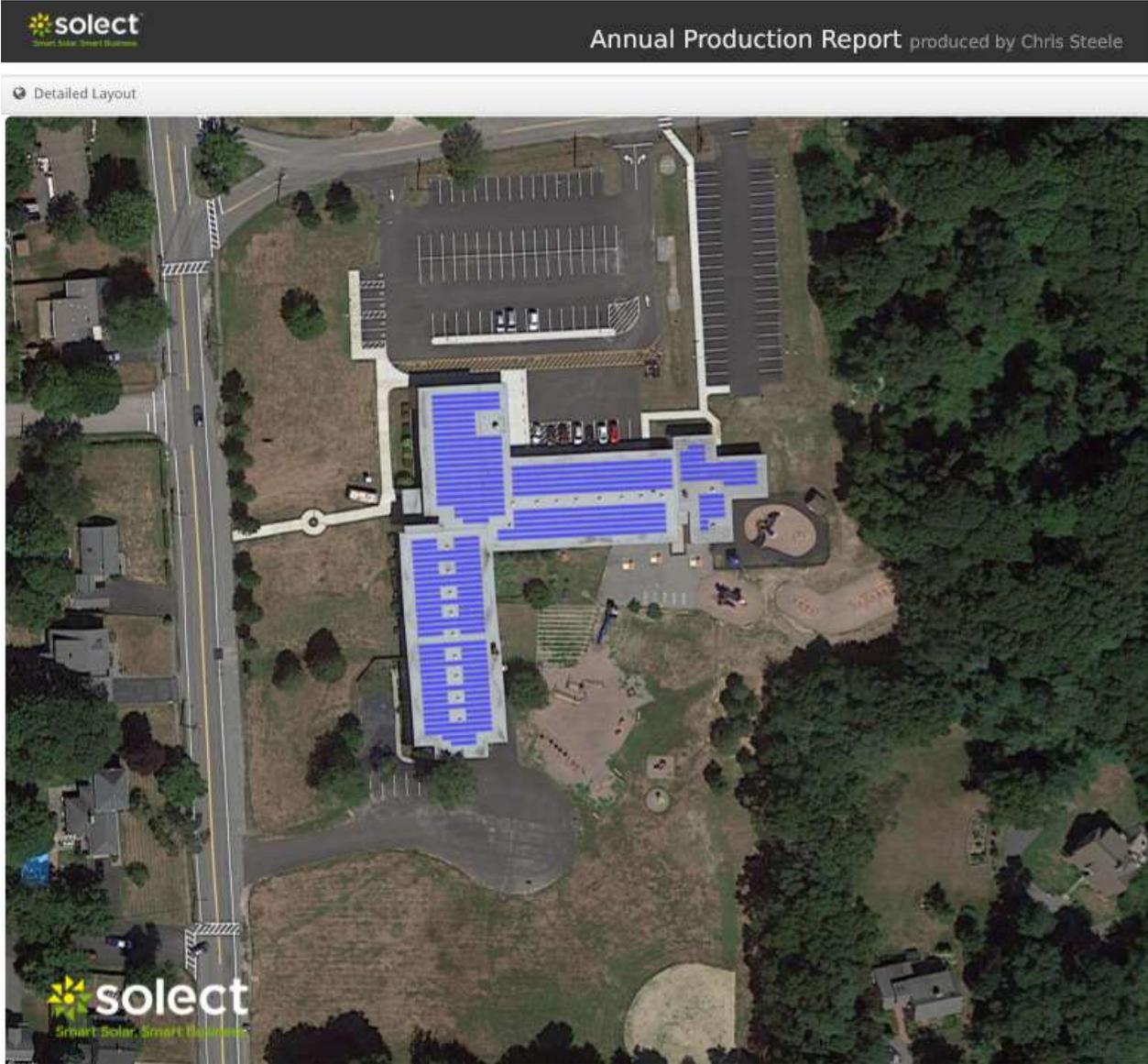
Project Notes: The Barrington High School roof requires a new membrane and a structural inspection. Solect can provide a 3<sup>rd</sup> party roof replacement bid upon award. A site visit is required for this bid.

## Project #2 – Nayatt Elementary School



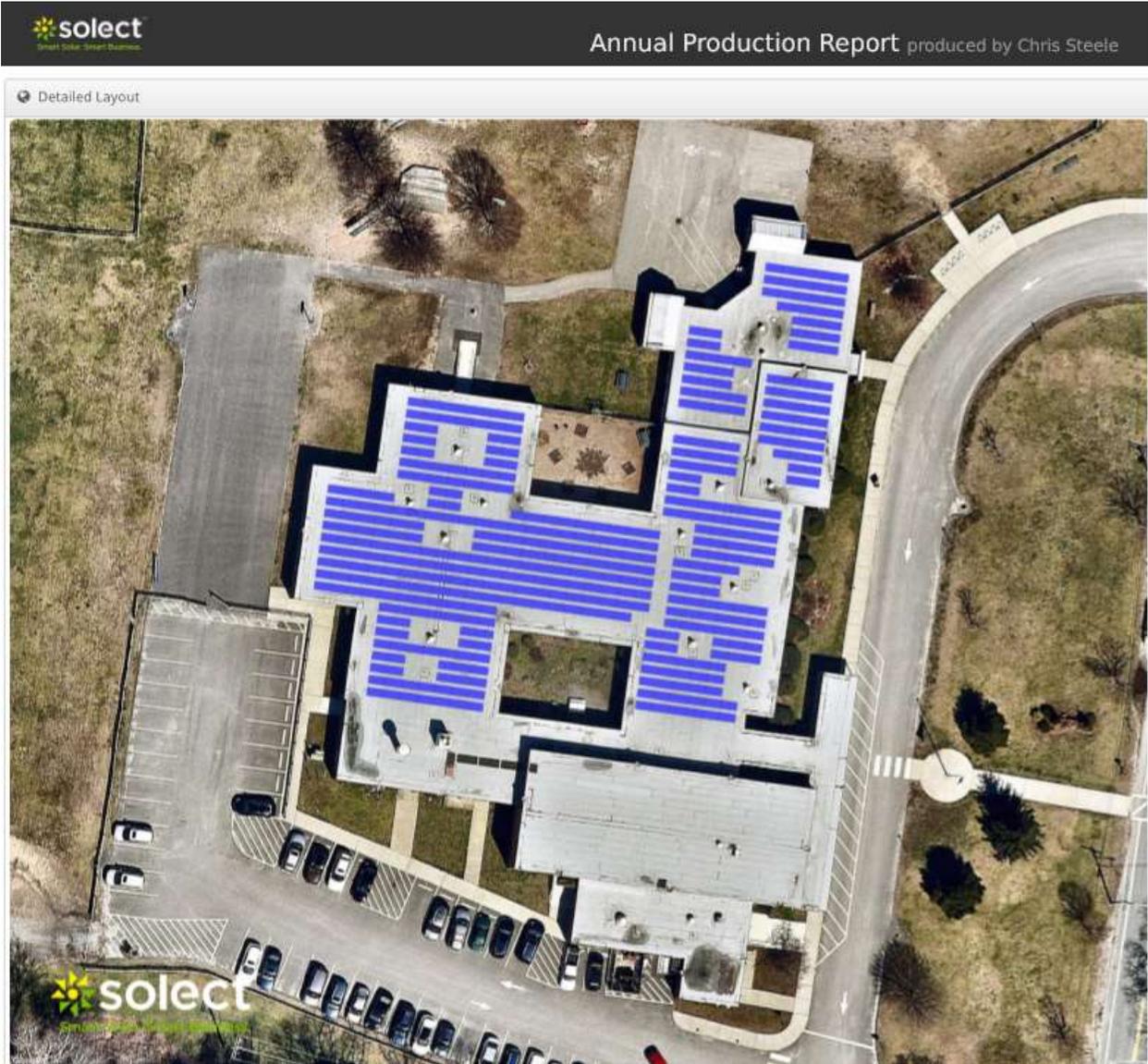
Project Notes: The Nayatt School's roof has sufficient useful life and requires no replacement. Nayatt School will require a structural inspection.

Project #3 – Primrose Hill School



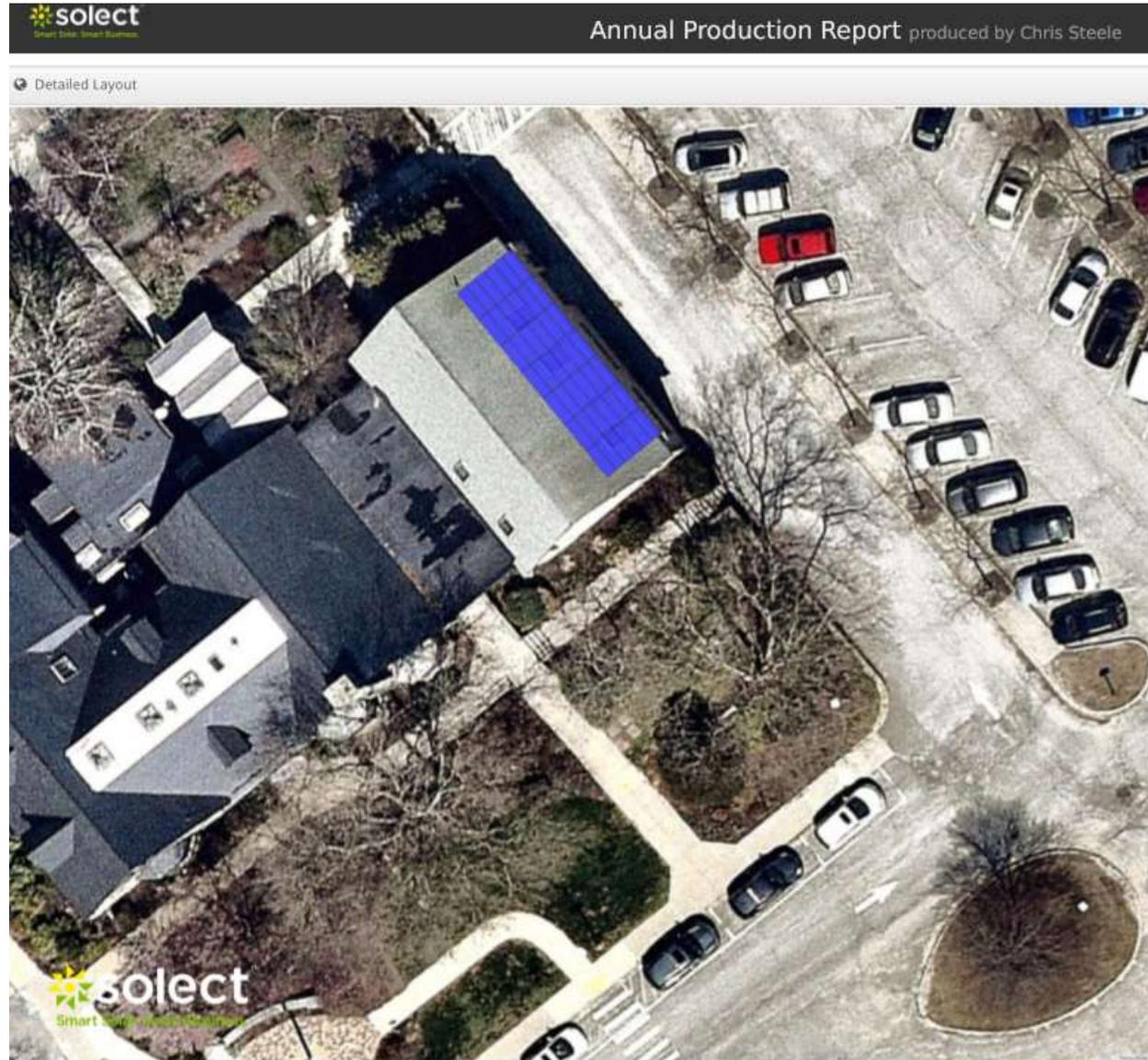
Project Notes – Primrose Hill School’s roof membrane meets the useful life criteria for a solar array. The roof will require a typical structural inspection and approval.

Project #4 – Sowams Elementary School



Project Notes – Sowams School’s roof membrane meets the useful life requirement for a solar array. A standard structural analysis and approval is required.

## Project #5 – Barrington Town Hall (“North Roof”)



Solect doesn't recommend a solar array on this building because the orientation of the building is much less than ideal. A financial analysis of this site does not indicate a viable project. Solect would be pleased to install a system at Barrington Town Hall. The system size we recommend is 16.3kW, and the installation price is \$62,780. We encourage the Town to remove trees that cast shade to maximize solar production.

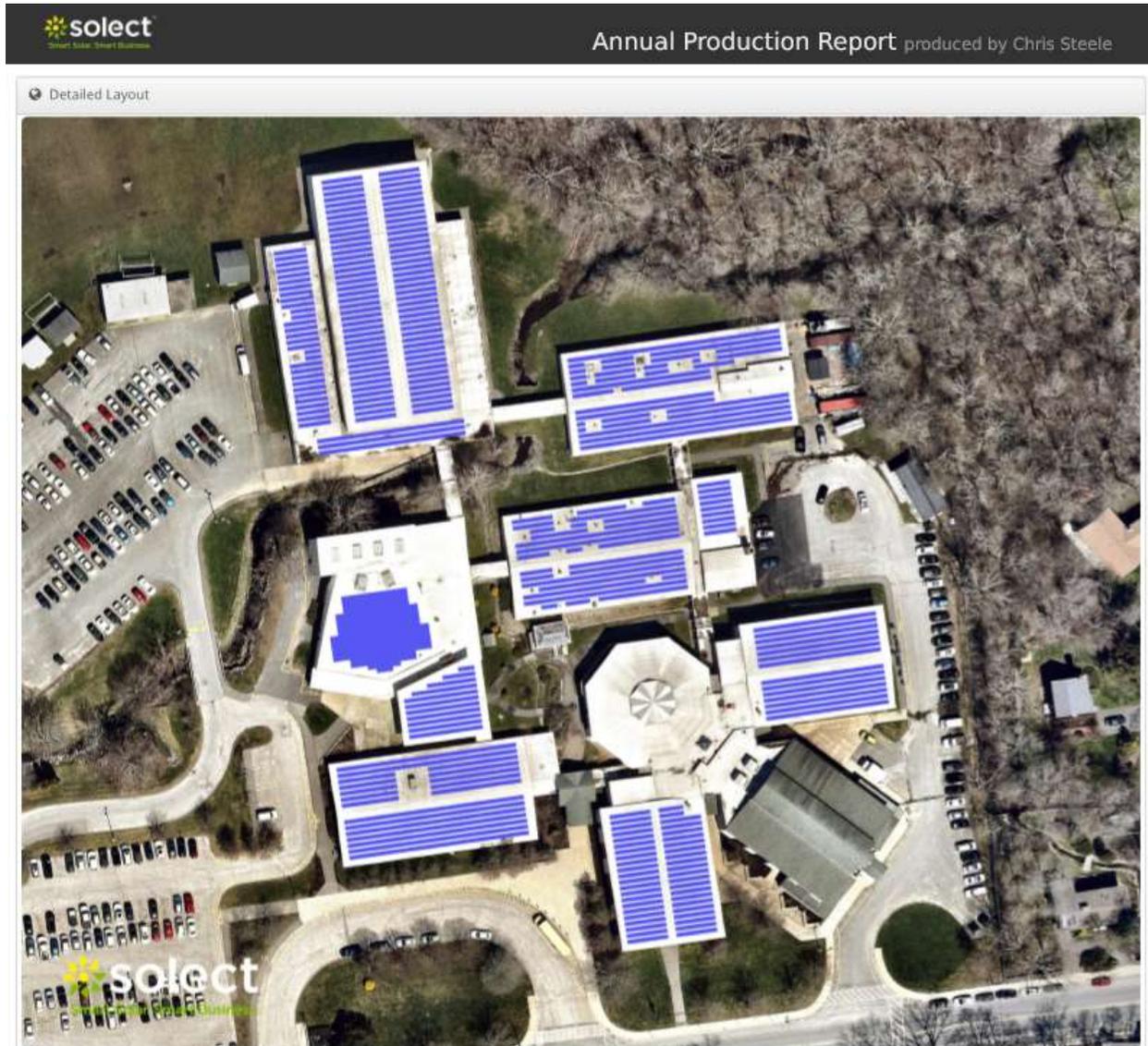
### Summary of Barrington Sites

Town of Barrington - Total Nameplate Capacity = 1,353.1 kW – DC (1.3531 MW – DC)

**Addendum B-2:**

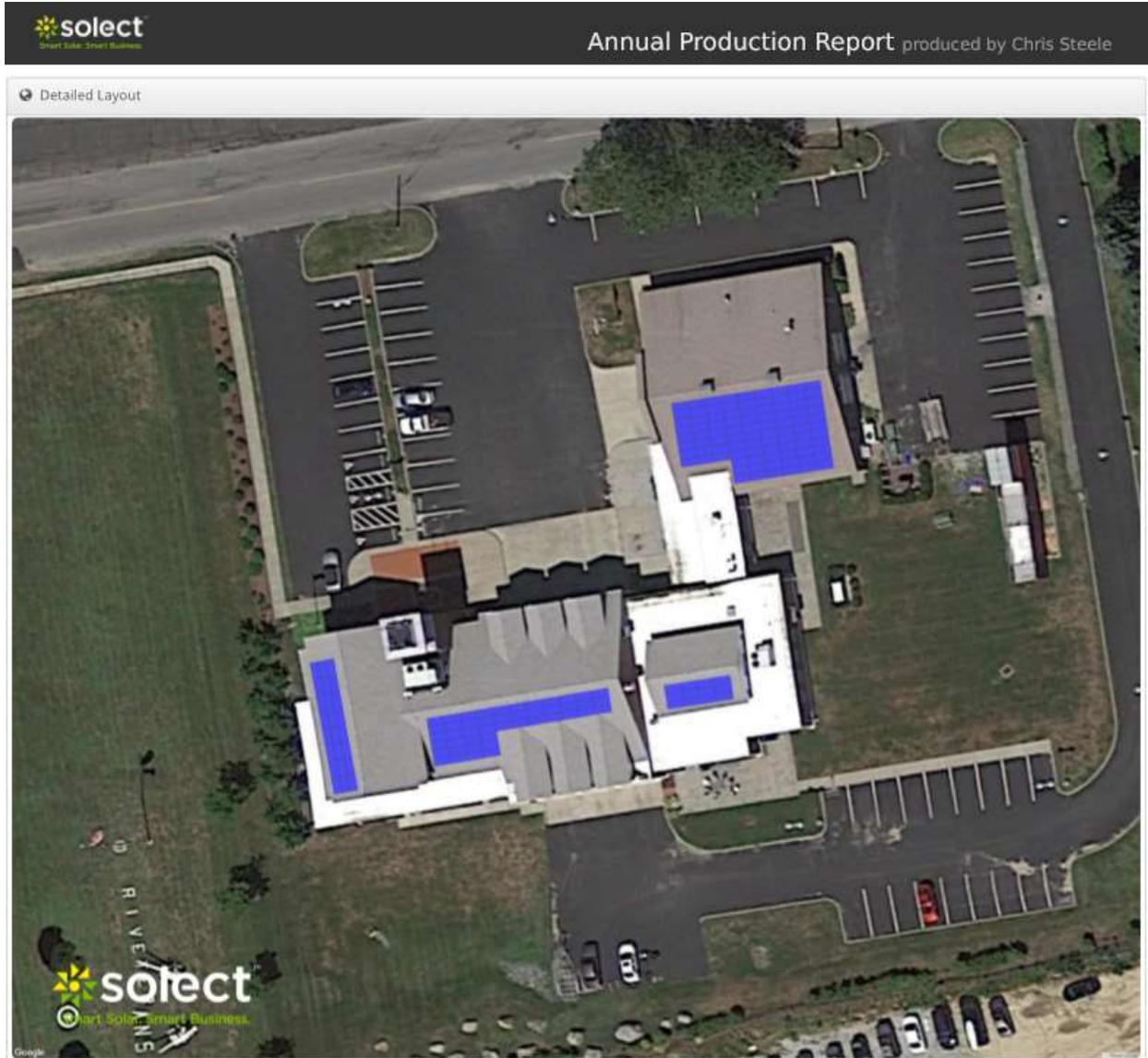
**Town of Bristol – Proposed Phase I Project Designs**

Project #1 – Mt. Hope School



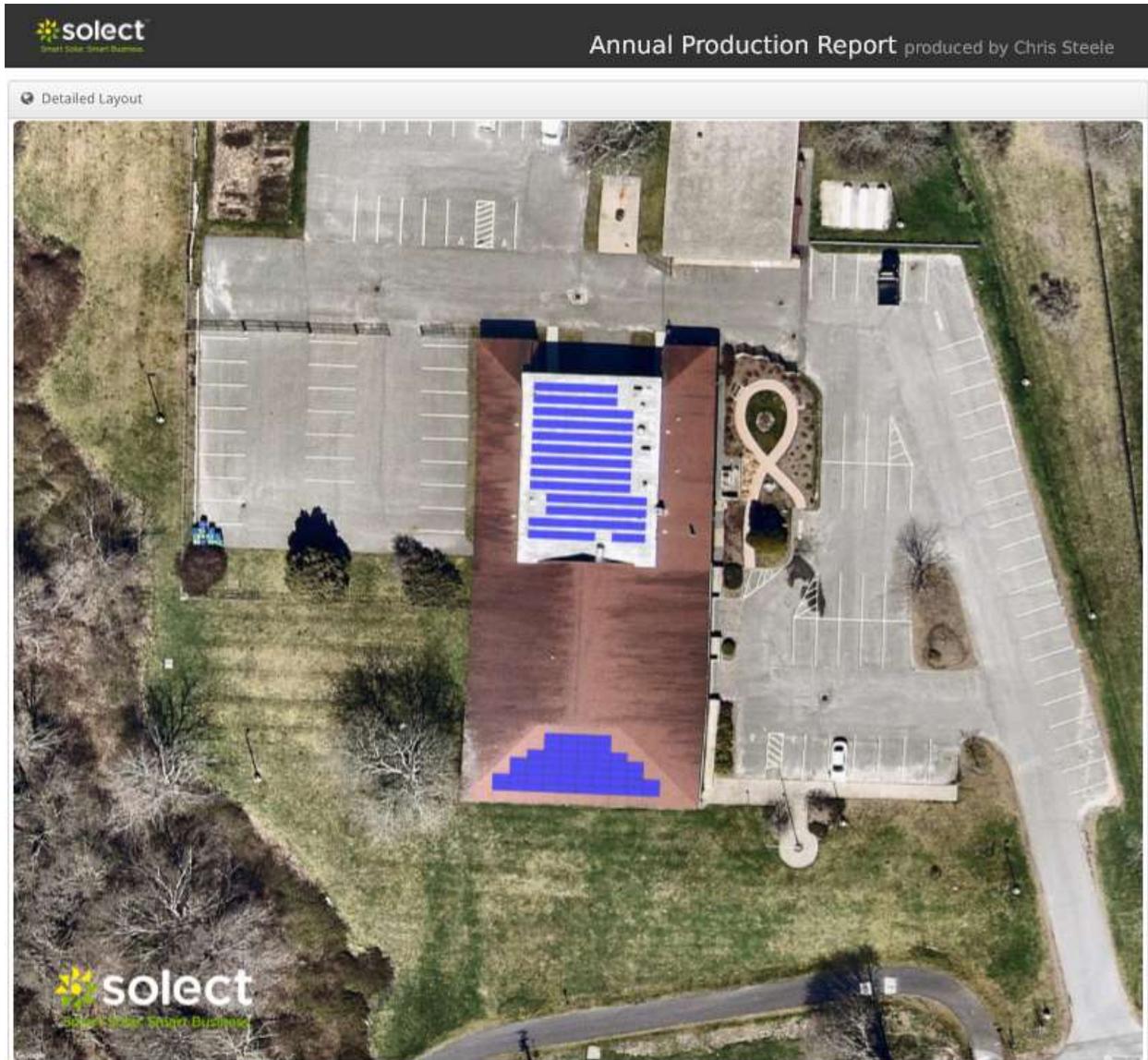
Project Notes – Mt. Hope School’s roof appears to meet useful life criteria. Further examination is recommended. Standard Structural inspections required.

## Project # 2 - Bristol Fire and Rescue



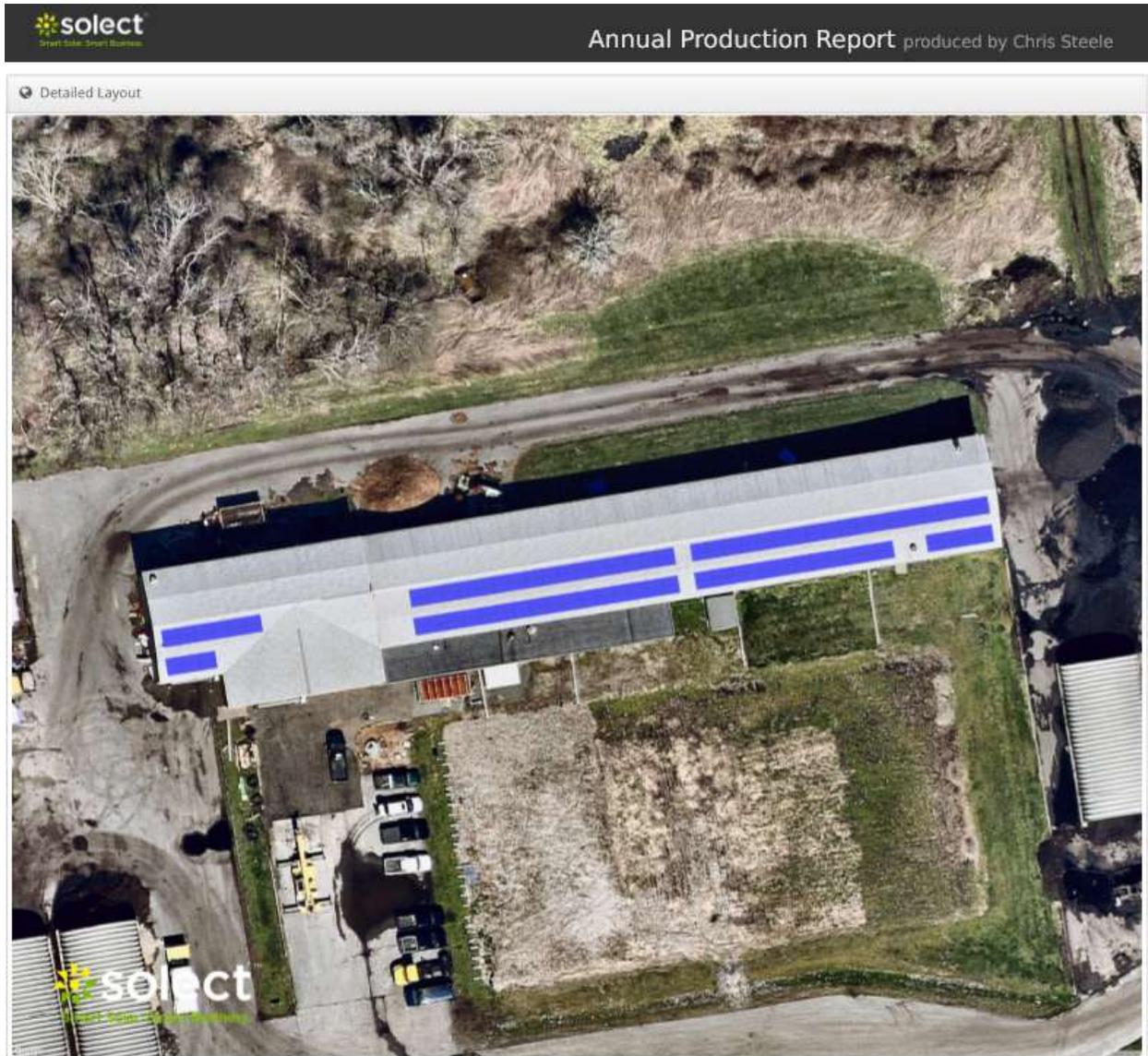
**Project Notes - A standard structural inspection is required at this site.**

### Project # 3 - Quinta Gamelin Center



**Project Notes – This building’s roof age is marginal. An inspection of the roof membrane and standard structural inspection is required .**

## Project # 4 – The Animal Shelter



**Project Notes: – Solect was not able to attend the site visit here and any project here is contingent on a Site Visit to confirm electrical service and roof condition.**

Summary of Bristol Sites

Town of Bristol - Total Nameplate Capacity = 875 kW – DC

**Addendum C-1:**

**Town of Barrington - Project Production and Savings Analysis**

The Table below represents an overview of each proposed Project with the array size of the system indicated and the projected savings calculations for the 1<sup>st</sup> year and a cumulative 20-year savings. The individual projects sites production and savings follow.

<b>Site</b>	<b>kW</b>	<b>Y1 Savings Estimate</b>	<b>20 Year Savings Estimate</b>
<b>Town of Barrington</b>			
Barrington High School	752	\$ 42,831.51	\$ 989,447.00
Nayatt Elementary School	231	\$ 12,588.35	\$ 290,802.00
Sowams Elementary School	149	\$ 8,671.16	\$ 200,312.00
Primrose Hill School	207	\$ 11,613.05	\$ 268,272.00
<b>Totals</b>	<b>1,339</b>	<b>\$ 75,704.06</b>	<b>\$ 1,748,833.00</b>

## Project #1 - Barrington High School



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Barrington High School**



1 kWh = 1 Net Meter Credit

Est. NMC Value at PV Utility Meter \$ 0.150 per kWh  
 Est. NMC Value Annual Escalation 2.0% annually  
 Net Meter Credit Discount/Savings 33% per kWh  
 Effective Net Meter Credit Price \$ 0.101  
 Savings per kWh \$ 0.0495

System Size: 752 kW  
 Est. Output - 1st year 865,283 kWh  
 Agreement Term 20 Years

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 129,792	\$ 131,726	\$ 133,689	\$ 135,681	\$ 137,703	\$ 139,754	\$ 141,837	\$ 143,950	\$ 146,095	\$ 148,272
Net Meter Credit Cost	\$ 86,961	\$ 88,257	\$ 89,572	\$ 90,906	\$ 92,261	\$ 93,635	\$ 95,031	\$ 96,447	\$ 97,884	\$ 99,342
Total Annual Savings:	\$ 42,832	\$ 43,470	\$ 44,117	\$ 44,775	\$ 45,442	\$ 46,119	\$ 46,806	\$ 47,504	\$ 48,211	\$ 48,930
Cumulative Savings:	\$ 42,832	\$ 86,301	\$ 130,419	\$ 175,193	\$ 220,635	\$ 266,754	\$ 313,560	\$ 361,064	\$ 409,275	\$ 458,205

Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 150,481	\$ 152,723	\$ 154,999	\$ 157,308	\$ 159,652	\$ 162,031	\$ 164,445	\$ 166,896	\$ 169,382	\$ 171,906
Net Meter Credit Cost	\$ 100,822	\$ 102,325	\$ 103,849	\$ 105,397	\$ 106,967	\$ 108,561	\$ 110,178	\$ 111,820	\$ 113,486	\$ 115,177
Total Annual Savings:	\$ 49,659	\$ 50,399	\$ 51,150	\$ 51,912	\$ 52,685	\$ 53,470	\$ 54,267	\$ 55,076	\$ 55,896	\$ 56,729
Cumulative Savings:	\$ 507,864	\$ 558,262	\$ 609,412	\$ 661,324	\$ 714,009	\$ 767,479	\$ 821,746	\$ 876,822	\$ 932,718	\$ 989,447

Cumulative Savings:	\$ 989,447
Average Annual Savings:	\$ 49,472

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 33% of the Net Meter Credit Value, with a floor price of .10/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project #2 – Nayatt Elementary School



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Nayatt Elementary School**

1 kWh = 1 Net Meter Credit



Est. MMC Value at PV Utility Meter	\$ 0.150 per kWh	System Size:	230 kW
Est. MMC Value Annual Escalation	2.0% annually	Est. Output - 1st year	254,310 kWh
Net Meter Credit Discount/Savings	33% per kWh	Agreement Term	20 Years
Effective Net Meter Credit Price	\$ 0.101		
Savings per kWh	\$ 0.0495		

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 38,147	\$ 38,715	\$ 39,292	\$ 39,877	\$ 40,471	\$ 41,074	\$ 41,686	\$ 42,308	\$ 42,938	\$ 43,578
Net Meter Credit Cost	\$ 25,558	\$ 25,939	\$ 26,325	\$ 26,718	\$ 27,116	\$ 27,520	\$ 27,930	\$ 28,346	\$ 28,768	\$ 29,197
<b>Total Annual Savings:</b>	<b>\$ 12,588</b>	<b>\$ 12,776</b>	<b>\$ 12,966</b>	<b>\$ 13,159</b>	<b>\$ 13,356</b>	<b>\$ 13,555</b>	<b>\$ 13,757</b>	<b>\$ 13,961</b>	<b>\$ 14,170</b>	<b>\$ 14,381</b>
<b>Cumulative Savings:</b>	<b>\$ 12,588</b>	<b>\$ 25,364</b>	<b>\$ 38,331</b>	<b>\$ 51,490</b>	<b>\$ 64,846</b>	<b>\$ 78,400</b>	<b>\$ 92,157</b>	<b>\$ 106,118</b>	<b>\$ 120,288</b>	<b>\$ 134,668</b>
<b>Year</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
Net Meter Credit Value	\$ 44,227	\$ 44,886	\$ 45,555	\$ 46,234	\$ 46,922	\$ 47,622	\$ 48,331	\$ 49,051	\$ 49,782	\$ 50,524
Net Meter Credit Cost	\$ 29,632	\$ 30,074	\$ 30,522	\$ 30,976	\$ 31,438	\$ 31,906	\$ 32,382	\$ 32,864	\$ 33,354	\$ 33,851
<b>Total Annual Savings:</b>	<b>\$ 14,595</b>	<b>\$ 14,812</b>	<b>\$ 15,033</b>	<b>\$ 15,257</b>	<b>\$ 15,484</b>	<b>\$ 15,715</b>	<b>\$ 15,949</b>	<b>\$ 16,187</b>	<b>\$ 16,428</b>	<b>\$ 16,673</b>
<b>Cumulative Savings:</b>	<b>\$ 149,263</b>	<b>\$ 164,075</b>	<b>\$ 179,109</b>	<b>\$ 194,366</b>	<b>\$ 209,850</b>	<b>\$ 225,565</b>	<b>\$ 241,514</b>	<b>\$ 257,701</b>	<b>\$ 274,129</b>	<b>\$ 290,802</b>

<b>Cumulative Savings:</b>	<b>\$ 290,802</b>
<b>Average Annual Savings:</b>	<b>\$ 14,540</b>

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 33% of the Net Meter Credit Value, with a floor price of .10/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

### Project #3 - Primrose Hill Elementary School



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Primrose Hill Elementary School**



1 kWh = 1 Net Meter Credit

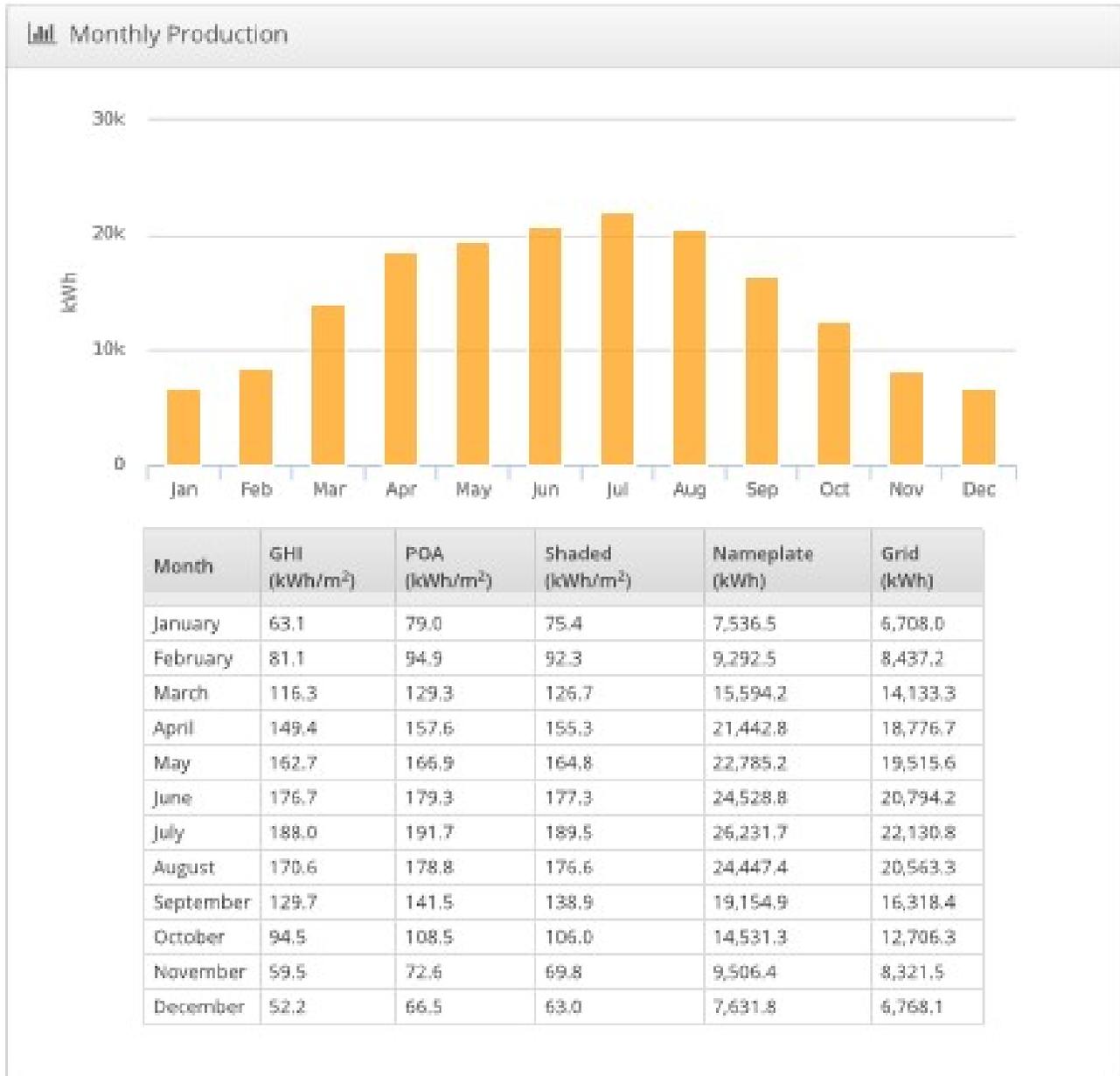
Est. NMC Value at PV Utility Meter	\$	0.150	per kWh	System Size:	207	kW
Est. NMC Value Annual Escalation		2.0%	annually	Est. Output - 1st year	234,607	kWh
Net Meter Credit Discount/Savings		33%	per kWh	Agreement Term	20	Years
Effective Net Meter Credit Price	\$	0.101				
Savings per kWh	\$	0.0495				

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 35,191	\$ 35,715	\$ 36,248	\$ 36,788	\$ 37,336	\$ 37,892	\$ 38,457	\$ 39,030	\$ 39,611	\$ 40,201
Net Meter Credit Cost	\$ 23,578	\$ 23,929	\$ 24,286	\$ 24,648	\$ 25,015	\$ 25,388	\$ 25,766	\$ 26,150	\$ 26,540	\$ 26,935
Total Annual Savings:	\$ 11,613	\$ 11,786	\$ 11,962	\$ 12,140	\$ 12,321	\$ 12,504	\$ 12,691	\$ 12,880	\$ 13,072	\$ 13,266
Cumulative Savings:	\$ 11,613	\$ 23,399	\$ 35,361	\$ 47,501	\$ 59,822	\$ 72,326	\$ 85,017	\$ 97,896	\$ 110,968	\$ 124,235
Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 40,800	\$ 41,408	\$ 42,025	\$ 42,652	\$ 43,287	\$ 43,932	\$ 44,587	\$ 45,251	\$ 45,925	\$ 46,609
Net Meter Credit Cost	\$ 27,336	\$ 27,744	\$ 28,157	\$ 28,577	\$ 29,002	\$ 29,434	\$ 29,873	\$ 30,318	\$ 30,770	\$ 31,228
Total Annual Savings:	\$ 13,464	\$ 13,665	\$ 13,868	\$ 14,075	\$ 14,285	\$ 14,498	\$ 14,714	\$ 14,933	\$ 15,155	\$ 15,381
Cumulative Savings:	\$ 137,699	\$ 151,364	\$ 165,232	\$ 179,307	\$ 193,592	\$ 208,089	\$ 222,803	\$ 237,736	\$ 252,891	\$ 268,272
<b>Cumulative Savings:</b>	<b>\$ 268,272</b>									
<b>Average Annual Savings:</b>	<b>\$ 13,414</b>									

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 33% of the Net Meter Credit Value, with a floor price of .10/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project #4 – Sowams Elementary School



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Sowams Elementary School**

1 kWh = 1 Net Meter Credit



Est. NMC Value at PV Utility Meter	\$	0.150	per kWh	System Size:	149	kW
Est. NMC Value Annual Escalation		2.0%	annually	Est. Output - 1st year	175,175	kWh
Net Meter Credit Discount/Savings		33%	per kWh	Agreement Term	20	Years
Effective Net Meter Credit Price	\$	0.101				
Savings per kWh	\$	0.0495				

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 26,276	\$ 26,668	\$ 27,065	\$ 27,468	\$ 27,878	\$ 28,293	\$ 28,715	\$ 29,142	\$ 29,577	\$ 30,017
Net Meter Credit Cost	\$ 17,605	\$ 17,867	\$ 18,134	\$ 18,404	\$ 18,678	\$ 18,956	\$ 19,239	\$ 19,525	\$ 19,816	\$ 20,112
Total Annual Savings:	\$ 8,671	\$ 8,800	\$ 8,931	\$ 9,065	\$ 9,200	\$ 9,337	\$ 9,476	\$ 9,617	\$ 9,760	\$ 9,906
Cumulative Savings:	\$ 8,671	\$ 17,472	\$ 26,403	\$ 35,468	\$ 44,667	\$ 54,004	\$ 63,480	\$ 73,097	\$ 82,857	\$ 92,763
Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 30,465	\$ 30,919	\$ 31,379	\$ 31,847	\$ 32,321	\$ 32,803	\$ 33,292	\$ 33,788	\$ 34,291	\$ 34,802
Net Meter Credit Cost	\$ 20,411	\$ 20,715	\$ 21,024	\$ 21,337	\$ 21,655	\$ 21,978	\$ 22,305	\$ 22,638	\$ 22,975	\$ 23,317
Total Annual Savings:	\$ 10,053	\$ 10,203	\$ 10,355	\$ 10,509	\$ 10,666	\$ 10,825	\$ 10,986	\$ 11,150	\$ 11,316	\$ 11,485
Cumulative Savings:	\$ 102,816	\$ 113,019	\$ 123,374	\$ 133,884	\$ 144,550	\$ 155,375	\$ 166,361	\$ 177,511	\$ 188,827	\$ 200,312

<b>Cumulative Savings:</b>	<b>\$ 200,312</b>
<b>Average Annual Savings:</b>	<b>\$ 10,016</b>

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 33% of the Net Meter Credit Value, with a floor price of .10/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, R/REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project #5 - Barrington Town Hall



## Addendum C-2

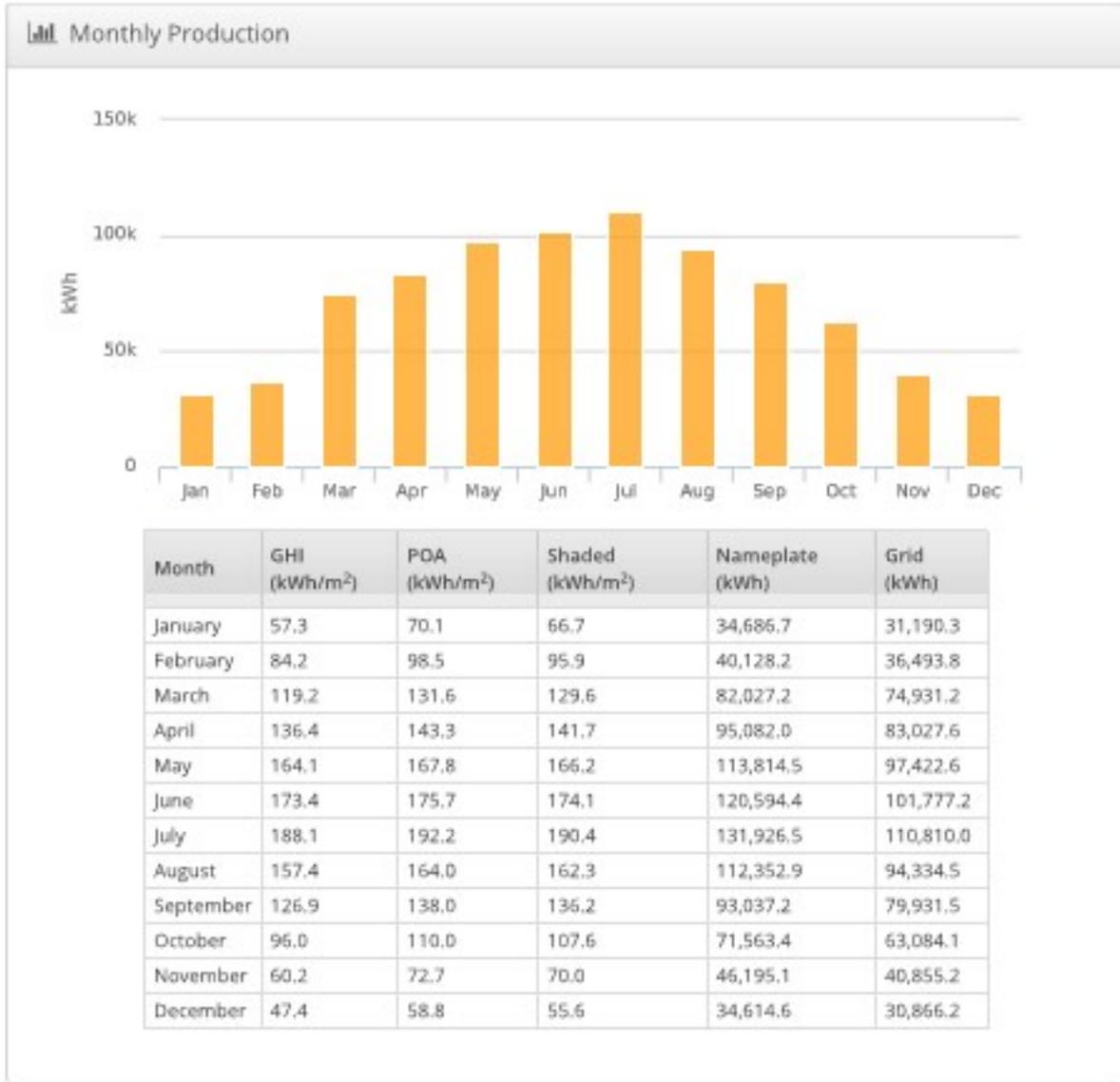
### The Town of Bristol - Project Production and Savings Analysis

The Table below represents an overview of each proposed Project with the array size of the system indicated and the projected savings calculations for the 1<sup>st</sup> year and a cumulative 20-year savings. The individual projects sites production and savings follow.

Site	kW	Y1 Savings Estimate	20 Year Savings Estimate
<b>Town of Bristol</b>			
Mt Hope High School	723	\$ 41,814.98	\$ 965,964.00
Bristol Fire and Rescue	58	\$ 2,794.74	\$ 64,561.00
Quinta-Gamelin Center	43	\$ 1,964.05	\$ 45,371.00
Bristol Animal Shelter	51	\$ 2,224.14	\$ 51,380.00
<b>Totals</b>	<b>875</b>	<b>\$ 48,797.91</b>	<b>\$ 1,127,276.00</b>

## Town of Bristol

### Project #1 - Mt. Hope School



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Mount Hope High School**

1 kWh = 1 Net Meter Credit



Est. NMC Value at PV Utility Meter	\$	0.150	per kWh	System Size:	723	kW
Est. NMC Value Annual Escalation		2.0%	annually	Est. Output - 1st year	844,747	kWh
Net Meter Credit Discount/Savings		33%	per kWh	Agreement Term	20	Years
Effective Net Meter Credit Price	\$	0.101				
Savings per kWh	\$	0.0495				

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 126,712	\$ 128,600	\$ 130,516	\$ 132,461	\$ 134,435	\$ 136,438	\$ 138,471	\$ 140,534	\$ 142,628	\$ 144,753
Net Meter Credit Cost	\$ 84,897	\$ 86,162	\$ 87,446	\$ 88,749	\$ 90,071	\$ 91,413	\$ 92,775	\$ 94,158	\$ 95,561	\$ 96,984
<b>Total Annual Savings:</b>	<b>\$ 41,815</b>	<b>\$ 42,438</b>	<b>\$ 43,070</b>	<b>\$ 43,712</b>	<b>\$ 44,363</b>	<b>\$ 45,024</b>	<b>\$ 45,695</b>	<b>\$ 46,376</b>	<b>\$ 47,067</b>	<b>\$ 47,768</b>
<b>Cumulative Savings:</b>	<b>\$ 41,815</b>	<b>\$ 84,253</b>	<b>\$ 127,323</b>	<b>\$ 171,035</b>	<b>\$ 215,399</b>	<b>\$ 260,423</b>	<b>\$ 306,119</b>	<b>\$ 352,495</b>	<b>\$ 399,562</b>	<b>\$ 447,330</b>
<b>Year</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
Net Meter Credit Value	\$ 146,910	\$ 149,099	\$ 151,320	\$ 153,575	\$ 155,863	\$ 158,186	\$ 160,542	\$ 162,935	\$ 165,362	\$ 167,826
Net Meter Credit Cost	\$ 98,429	\$ 99,896	\$ 101,385	\$ 102,895	\$ 104,428	\$ 105,984	\$ 107,563	\$ 109,166	\$ 110,793	\$ 112,444
<b>Total Annual Savings:</b>	<b>\$ 48,480</b>	<b>\$ 49,203</b>	<b>\$ 49,936</b>	<b>\$ 50,680</b>	<b>\$ 51,435</b>	<b>\$ 52,201</b>	<b>\$ 52,979</b>	<b>\$ 53,768</b>	<b>\$ 54,570</b>	<b>\$ 55,383</b>
<b>Cumulative Savings:</b>	<b>\$ 495,810</b>	<b>\$ 545,013</b>	<b>\$ 594,949</b>	<b>\$ 645,628</b>	<b>\$ 697,063</b>	<b>\$ 749,264</b>	<b>\$ 802,243</b>	<b>\$ 856,012</b>	<b>\$ 910,581</b>	<b>\$ 965,964</b>

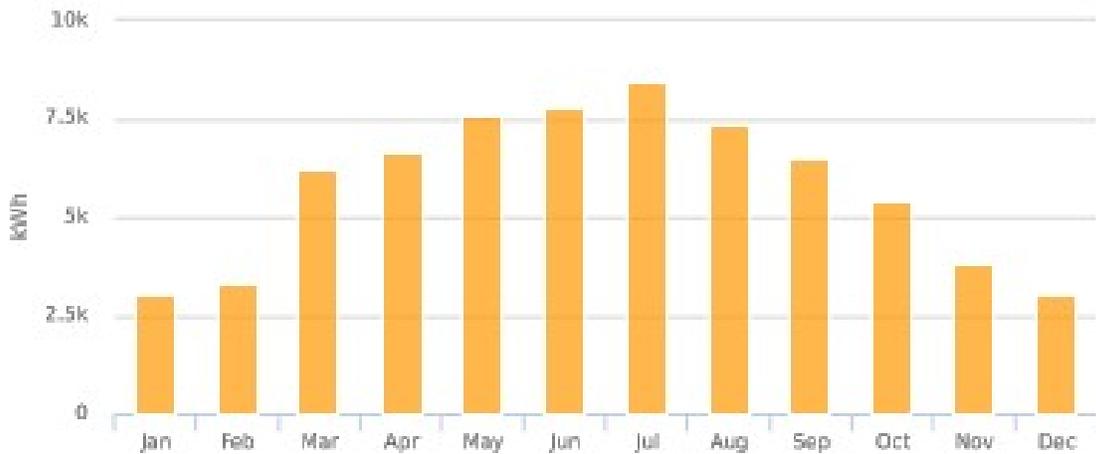
<b>Cumulative Savings:</b>	<b>\$ 965,964</b>
<b>Average Annual Savings:</b>	<b>\$ 48,298</b>

**Notes and Assumptions**

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 33% of the Net Meter Credit Value, with a floor price of .10/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project # 2 - Bristol Fire and Rescue

Monthly Production



Month	GHI (kWh/m <sup>2</sup> )	POA (kWh/m <sup>2</sup> )	Shaded (kWh/m <sup>2</sup> )	Nameplate (kWh)	Grid (kWh)
January	57.3	79.2	79.2	3,341.5	3,013.4
February	84.2	108.4	108.4	3,671.9	3,315.8
March	119.2	138.8	138.8	7,091.8	6,204.3
April	136.4	145.9	145.9	7,877.6	6,603.0
May	164.1	167.5	167.5	9,221.9	7,558.5
June	173.4	173.9	173.9	9,679.6	7,798.5
July	188.1	190.8	190.8	10,621.2	8,453.5
August	157.4	166.1	166.1	9,248.2	7,335.8
September	126.9	144.2	144.2	7,944.7	6,456.1
October	96.0	119.0	119.0	6,398.6	5,431.8
November	60.2	81.7	81.6	4,369.3	3,809.3
December	47.4	67.1	67.1	3,391.7	3,024.6

**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Bristol Fire and Rescue**

1 kWh = 1 Net Meter Credit



Est. MMC Value at PV Utility Meter	\$	0.150	per kWh	System Size:	58	kW
Est. NMC Value Annual Escalation		2.0%	annually	Est. Output - 1st year	69,006	kWh
Net Meter Credit Discount/Savings		27%	per kWh	Agreement Term	20	Years
Effective Net Meter Credit Price	\$	0.110				
Savings per kWh	\$	0.0405	Year1			

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 10,351	\$ 10,505	\$ 10,662	\$ 10,821	\$ 10,982	\$ 11,145	\$ 11,311	\$ 11,480	\$ 11,651	\$ 11,825
Net Meter Credit Cost	\$ 7,556	\$ 7,669	\$ 7,783	\$ 7,899	\$ 8,017	\$ 8,136	\$ 8,257	\$ 8,380	\$ 8,505	\$ 8,632
Total Annual Savings:	\$ 2,795	\$ 2,836	\$ 2,879	\$ 2,922	\$ 2,965	\$ 3,009	\$ 3,054	\$ 3,100	\$ 3,146	\$ 3,199
Cumulative Savings:	\$ 2,795	\$ 5,631	\$ 8,510	\$ 11,431	\$ 14,396	\$ 17,406	\$ 20,460	\$ 23,559	\$ 26,705	\$ 29,898

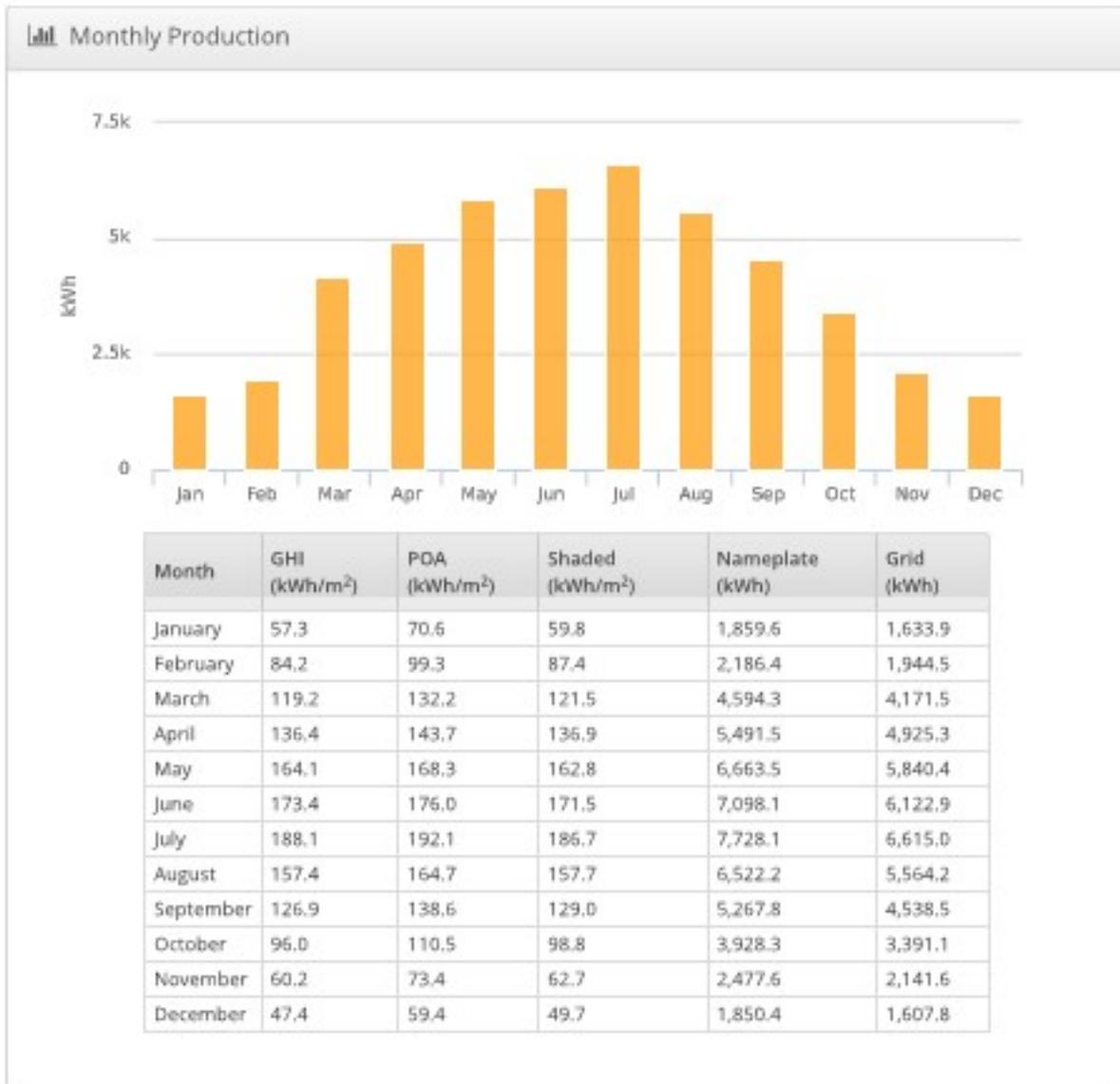
Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 12,001	\$ 12,180	\$ 12,361	\$ 12,545	\$ 12,732	\$ 12,922	\$ 13,114	\$ 13,310	\$ 13,508	\$ 13,709
Net Meter Credit Cost	\$ 8,761	\$ 8,891	\$ 9,024	\$ 9,158	\$ 9,295	\$ 9,433	\$ 9,574	\$ 9,716	\$ 9,861	\$ 10,008
Total Annual Savings:	\$ 3,240	\$ 3,288	\$ 3,337	\$ 3,387	\$ 3,438	\$ 3,489	\$ 3,541	\$ 3,594	\$ 3,647	\$ 3,702
Cumulative Savings:	\$ 33,138	\$ 36,426	\$ 39,764	\$ 43,151	\$ 46,589	\$ 50,078	\$ 53,619	\$ 57,212	\$ 60,860	\$ 64,561

<b>Cumulative Savings:</b>	<b>\$ 64,561</b>
<b>Average Annual Savings:</b>	<b>\$ 3,228</b>

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 27% of the Net Meter Credit Value, with a floor price of .11/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RIREF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project #3 - Quinta Gamelin Center



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Quinta-Gamelin Center**

1 kWh = 1 Net Meter Credit



Est. NMC Value at PV Utility Meter	\$ 0.150 per kWh	System Size:	43 kW
Est. NMC Value Annual Escalation	2.0% annually	Est. Output - 1st year	48,495 kWh
Net Meter Credit Discount/Savings	27% per kWh	Agreement Term	20 Years
Effective Net Meter Credit Price	\$ 0.110		
Savings per kWh	\$ 0.0405	Year 1	

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 7,274	\$ 7,383	\$ 7,493	\$ 7,604	\$ 7,718	\$ 7,833	\$ 7,949	\$ 8,068	\$ 8,188	\$ 8,310
Net Meter Credit Cost	\$ 5,310	\$ 5,389	\$ 5,470	\$ 5,551	\$ 5,634	\$ 5,718	\$ 5,803	\$ 5,889	\$ 5,977	\$ 6,066
<b>Total Annual Savings:</b>	<b>\$ 1,964</b>	<b>\$ 1,993</b>	<b>\$ 2,023</b>	<b>\$ 2,053</b>	<b>\$ 2,084</b>	<b>\$ 2,115</b>	<b>\$ 2,146</b>	<b>\$ 2,178</b>	<b>\$ 2,211</b>	<b>\$ 2,244</b>
<b>Cumulative Savings:</b>	<b>\$ 1,964</b>	<b>\$ 3,957</b>	<b>\$ 5,980</b>	<b>\$ 8,034</b>	<b>\$ 10,117</b>	<b>\$ 12,232</b>	<b>\$ 14,378</b>	<b>\$ 16,557</b>	<b>\$ 18,767</b>	<b>\$ 21,011</b>

Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 8,434	\$ 8,559	\$ 8,687	\$ 8,816	\$ 8,948	\$ 9,081	\$ 9,216	\$ 9,354	\$ 9,493	\$ 9,635
Net Meter Credit Cost	\$ 6,157	\$ 6,248	\$ 6,341	\$ 6,436	\$ 6,532	\$ 6,629	\$ 6,728	\$ 6,828	\$ 6,930	\$ 7,033
<b>Total Annual Savings:</b>	<b>\$ 2,277</b>	<b>\$ 2,311</b>	<b>\$ 2,345</b>	<b>\$ 2,380</b>	<b>\$ 2,416</b>	<b>\$ 2,452</b>	<b>\$ 2,488</b>	<b>\$ 2,525</b>	<b>\$ 2,563</b>	<b>\$ 2,601</b>
<b>Cumulative Savings:</b>	<b>\$ 23,288</b>	<b>\$ 25,599</b>	<b>\$ 27,945</b>	<b>\$ 30,325</b>	<b>\$ 32,741</b>	<b>\$ 35,193</b>	<b>\$ 37,681</b>	<b>\$ 40,207</b>	<b>\$ 42,770</b>	<b>\$ 45,371</b>

<b>Cumulative Savings:</b>	<b>\$ 45,371</b>
<b>Average Annual Savings:</b>	<b>\$ 2,269</b>

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RI PUC
4. Net Meter Credit Prices will be discounted by 27% of the Net Meter Credit Value, with a floor price of .11/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
6. Offer does not account for costs, if any, for utility system modification
7. Estimates are for modeling purposes only and results may vary

## Project # 4 - The Animal Shelter



**CONFIDENTIAL**

11/30/2016

**Net Meter Credit Savings Estimate for Bristol Animal Shelter**

1 kWh = 1 Net Meter Credit



Est. NMC Value at PV Utility Meter \$ 0.150 per kWh  
 Est. NMC Value Annual Escalation 2.0% annually  
 Net Meter Credit Discount/Savings 27% per kWh  
 Effective Net Meter Credit Price \$ 0.110  
 Savings per kWh \$ 0.0405 Year 1

System Size: 51 kW  
 Est. Output - 1st year 54,917 kWh  
 Agreement Term 20 Years

Year	1	2	3	4	5	6	7	8	9	10
Net Meter Credit Value	\$ 8,238	\$ 8,360	\$ 8,485	\$ 8,611	\$ 8,740	\$ 8,870	\$ 9,002	\$ 9,136	\$ 9,272	\$ 9,410
Net Meter Credit Cost	\$ 6,013	\$ 6,103	\$ 6,194	\$ 6,286	\$ 6,380	\$ 6,475	\$ 6,571	\$ 6,669	\$ 6,769	\$ 6,870
<b>Total Annual Savings:</b>	<b>\$ 2,224</b>	<b>\$ 2,257</b>	<b>\$ 2,291</b>	<b>\$ 2,325</b>	<b>\$ 2,360</b>	<b>\$ 2,395</b>	<b>\$ 2,431</b>	<b>\$ 2,467</b>	<b>\$ 2,504</b>	<b>\$ 2,541</b>
<b>Cumulative Savings:</b>	<b>\$ 2,224</b>	<b>\$ 4,481</b>	<b>\$ 6,772</b>	<b>\$ 9,097</b>	<b>\$ 11,457</b>	<b>\$ 13,852</b>	<b>\$ 16,282</b>	<b>\$ 18,749</b>	<b>\$ 21,253</b>	<b>\$ 23,793</b>

Year	11	12	13	14	15	16	17	18	19	20
Net Meter Credit Value	\$ 9,551	\$ 9,693	\$ 9,837	\$ 9,984	\$ 10,133	\$ 10,284	\$ 10,437	\$ 10,592	\$ 10,750	\$ 10,910
Net Meter Credit Cost	\$ 6,972	\$ 7,076	\$ 7,181	\$ 7,288	\$ 7,397	\$ 7,507	\$ 7,619	\$ 7,732	\$ 7,848	\$ 7,965
<b>Total Annual Savings:</b>	<b>\$ 2,579</b>	<b>\$ 2,617</b>	<b>\$ 2,656</b>	<b>\$ 2,696</b>	<b>\$ 2,736</b>	<b>\$ 2,777</b>	<b>\$ 2,818</b>	<b>\$ 2,860</b>	<b>\$ 2,903</b>	<b>\$ 2,946</b>
<b>Cumulative Savings:</b>	<b>\$ 26,372</b>	<b>\$ 28,989</b>	<b>\$ 31,645</b>	<b>\$ 34,341</b>	<b>\$ 37,077</b>	<b>\$ 39,853</b>	<b>\$ 42,671</b>	<b>\$ 45,531</b>	<b>\$ 48,434</b>	<b>\$ 51,380</b>

<b>Cumulative Savings:</b>	<b>\$ 51,380</b>
<b>Average Annual Savings:</b>	<b>\$ 2,569</b>

Notes and Assumptions

1. Production forecast based on simulated calculations
2. Net Meter Credit Values are based on National Grid Commercial Tariff Rates as of November 2016
3. Net Meter Credit Values change from time to time based on Utility rate cases approved by RIPUC
4. Net Meter Credit Prices will be discounted by 27% of the Net Meter Credit Value, with a floor price of .11/ea, and ceiling price of .20/ea
5. Contingent upon project receiving Net Metering service, RI REF Rebate award, and Utility permission to interconnect and operate
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## Addendum D

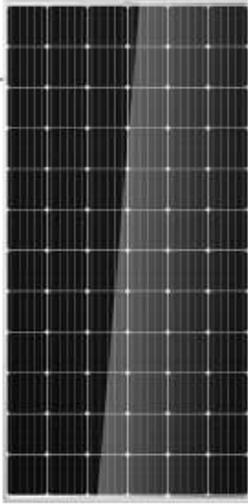
### System Component Product Brochures

#### 1) Trina Solar-TSM-DD14A-340 (340W Module)

Mono   Multi   Solutions

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# THE TALLMAX<sup>M</sup> PLUS<sup>+</sup> MODULE



**72 CELL**  
MONOCRYSTALLINE MODULE

---

**330-355W**  
POWER OUTPUT RANGE

---

**18.3%**  
MAXIMUM EFFICIENCY

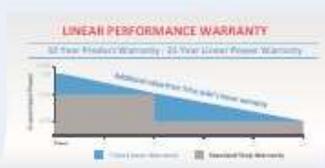
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**0~+5W**  
POSITIVE POWER TOLERANCE

**As a leading global manufacturer of next generation photovoltaic products, we believe close cooperation with our partners is critical to success. With local presence around the globe, Trina is able to provide exceptional service to each customer in each market and supplement our innovative, reliable products with the backing of Trina as a strong, bankable partner. We are committed to building strategic, mutually beneficial collaboration with installers, developers, distributors and other partners as the backbone of our shared success in driving Smart Energy Together.**

Trina Solar Limited  
www.trinasolar.com

**LINEAR PERFORMANCE WARRANTY**



25 Year Linear Power Warranty

**Trina Solar**  
Smart Energy Together

- Maximize limited space with top-end efficiency**
  - Up to 183 W/m<sup>2</sup> power density
  - Low thermal coefficients for greater energy production at high operating temperatures

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- Highly reliable due to stringent quality control**
  - Over 30 in-house tests (UV, TC, HF, and many more)
  - In-house testing goes well beyond certification requirements
  - 100% EL double inspection

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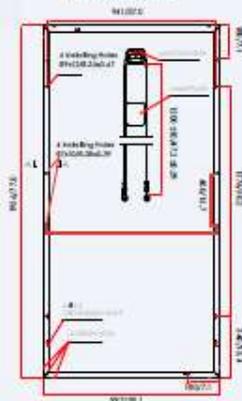
- Certified to withstand challenging environmental conditions**
  - 2400 Pa wind load
  - 5400 Pa snow load
  - 35 mm hail stones at 97 km/h

**Comprehensive products and system certificates**

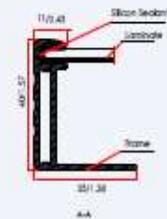
- IEC 61215/ IEC 61730/ UL 1705/ IEC 61701/ IEC 62716
- ISO 9001: Quality Management System
- ISO 14001: Environmental Management System
- ISO 14064: Greenhouse Gases Emissions Verification
- OHSAS 18001: Occupation Health and Safety Management System



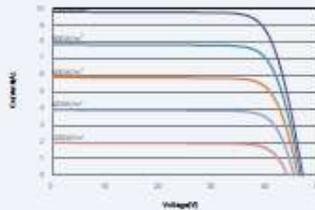
DIMENSIONS OF PV MODULE  
unit:mm/inches



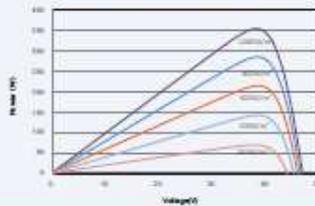
Back View



I-V CURVES OF PV MODULE(355W)



P-V CURVES OF PV MODULE(355W)



ELECTRICAL DATA (STC)

	330	335	340	345	350	355
Peak Power Watts- $P_{max}$ (Wp)*						
Power Output Tolerance- $P_{max}$ (W)	0~+5					
Maximum Power Voltage- $V_{mp}$ (V)	37.8	37.9	38.2	38.4	38.5	38.7
Maximum Power Current- $I_{mp}$ (A)	8.73	8.84	8.90	9.00	9.09	9.17
Open Circuit Voltage- $V_{oc}$ (V)	46.2	46.3	46.5	46.7	46.9	47.0
Short Circuit Current- $I_{sc}$ (A)	9.27	9.36	9.45	9.50	9.60	9.69
Module Efficiency $\eta$ (%)	17.0	17.3	17.5	17.8	18.0	18.3

STC: Irradiance 1000 W/m<sup>2</sup>, Cell Temperature 25°C, Air Mass AM1.5.  
\*Test tolerance ±3%.

ELECTRICAL DATA (NOCT)

	246	250	253	257	261	264
Maximum Power- $P_{max}$ (Wp)						
Maximum Power Voltage- $V_{mp}$ (V)	34.9	35.1	35.2	35.5	35.6	35.8
Maximum Power Current- $I_{mp}$ (A)	7.04	7.12	7.19	7.25	7.33	7.40
Open Circuit Voltage- $V_{oc}$ (V)	43.0	43.1	43.2	43.4	43.5	43.7
Short Circuit Current- $I_{sc}$ (A)	7.49	7.56	7.63	7.67	7.75	7.82

NOCT: Irradiance of 800 W/m<sup>2</sup>, Ambient temperature 20°C, Wind speed 1 m/s.

MECHANICAL DATA

Solar Cells	Monocrystalline 156 × 156 mm (6 inches)
Cell Orientation	72 cells (6 × 12)
Module Dimensions	1956 × 992 × 40 mm (77.0 x 39.1 x 1.57 inches)
Weight	26.0 kg (57.3 lb)
Glass	4.0 mm (0.16 inches), High Transmission, AR Coated Tempered Glass
Backsheet	White
Frame	Silver Anodized Aluminium Alloy
J-Box	IP 67 or IP 68 rated
Cables	Photovoltaic Technology Cable 4.0mm <sup>2</sup> (0.006 inches <sup>2</sup> ), 1200 mm (47.2 inches)
Connector	MC4 Compatible or Amphenol H4/UTX
Fire Type	Type 1 or Type 2

TEMPERATURE RATINGS

Nominal Operating Cell Temperature (NOCT)	44°C(±2°C)
Temperature Coefficient of $P_{max}$	-0.39%/°C
Temperature Coefficient of $V_{oc}$	-0.29%/°C
Temperature Coefficient of $I_{sc}$	0.05%/°C

MAXIMUM RATINGS

Operational Temperature	-40~+85°C
Maximum System Voltage	1000V DC (IEC) 1000V DC (UL)
Max Series Fuse Rating	15A

WARRANTY

- 10 year Product Workmanship Warranty
- 25 year Linear Power Warranty

(Please refer to product warranty for details)

PACKAGING CONFIGURATION

- Modules per box: 26 pieces
- Modules per 40' container: 572 pieces



## 2. HiQ Inverter TS2085k75



### HiQ Solar TrueString 208V Inverter TS208-5k75 Specifications



#### Features

- Rugged 3-phase 208V plug & play system
- Small and light (hand holdable, 24 lb.)
- Non-isolated inverter for use with ungrounded DC systems
- Peak 98% efficiency
- 200-850V MPP voltage range for 600V and 1,000V systems
- 5.75 kW<sub>ac</sub> full power MPP voltage range 325-525V
- Two DC string inputs with independent monitoring and MPPT
- Waterproof NEMA6, silent convection cooling
- Designed for high reliability, uses no electrolytic capacitors
- Wide temperature range, -40 to +65 °C
- Utility-Interactive; Listed to UL1741
- Compliant with NEC 690.11 arc detection

#### Applications

- Rooftop commercial, usable where other solutions just won't work - for example coastal, desert, high altitude locations
- Car ports, parking and shade structures; units may be mounted at any orientation, under modules, on racking without extra strengthening, clear of risk of liability from vandalism



DC Input (2 identical inputs)	
Maximum open circuit voltage per String, $V_{oc}$	1,000 $V_{oc}$
Full power MPPT range, per string	325-525 $V_{oc}$
PV start voltage	200 $V_{oc}$
DC allowable stacking ratio (total, 2 inputs combined)	Must not exceed 8.9 under any circumstances <sup>1</sup>
DC maximum input current, per DC input	10 A
DC maximum input short circuit current	30 A
DC maximum input source back feed current to input source	0 A
DC disconnect means	The DC connector has been evaluated and approved for use as the load-break disconnect required by the NEC <sup>2</sup>
AC Output	
AC maximum continuous total output power to +45 °C	5.75 kW <sub>ac</sub> max
AC de-rate with temperature, +40 to +65 °C	-102 W/°C
AC maximum continuous output current, per phase	16.0 A
AC maximum output fault current	16.0 A
AC maximum output fault duration	<0.5 ms
AC maximum output over current protection	40 A
AC 3-phase system compatibility	208V Wye, 3 phases, neutral and ground
AC voltage range, phase to phase (min / nominal / max)	183 / 208 / 229 V (Limits adjustable, see below)
AC voltage range, phase to neutral (min / nominal / max)	106 / 120 / 132 V (Limits adjustable, see below)
AC output frequency range (min / nominal / max)	59.3 / 60 / 60.5 Hz (Limits adjustable, see below)
Power Factor	20.98



Note 1: Stacking: On the DC side of the inverter, each input limits at 3 kW and/or 10A, and the combined total AC output is limited to 5.75 kW. Higher DC STC string powers may be applied, the inverter will limit as described above. Total stacking for inverter must not exceed 8.9 under any circumstances

Note 2: NEC section 690.17, allowed by the exception of meeting requirements specified in 690.33

### 3a) Unirac Mounting System -pitched roofs



**SOLARMOUNT** defined the standard in solar racking. New enhancements are designed to get installers off the roof faster than ever before. Components are pre-assembled and optimized to reduce installation steps and save labor time. Our new grounding & bonding process eliminates copper wire and grounding straps to reduce costs. Utilize the microinverter mount with a wire management clip for an easier installation.



**LOSE ALL OF THE COPPER & LUGS**  
System grounding through Enphase microinverters and trunk cables



**SMALL IS THE NEXT NEW BIG THING**  
Light Rail is Fully Compatible with all SM Components



**ENHANCED DESIGN & LAYOUT TOOLS**  
Now Featuring Google Map Capabilities within U-Builder

# GET OFF THE ROOF FASTER THAN EVER BEFORE

OPTIMIZED COMPONENTS • VERSATILITY • DESIGN TOOLS • QUALITY PROVIDER

3b) Unirac Mounting System – Ballasted Roof

**ROOFMOUNT**



**RM5**  
5 DEGREE TILT

**FAST**

**OPTIMIZE ARRAY LAYOUT**

TWO ROW SPACING OPTIONS

5 DEGREE TILT - 7.5 IN. / 11 IN. ROW SPACING

SINGLE TOOL ASSEMBLY

INTEGRATED BONDING

SEAMLESS WIRE MANAGEMENT

ENHANCED U-BUILDER DESIGN / LAYOUT TOOL

SEAMLESS HELIOSCOPE INTEGRATION

CUSTOMIZED QUOTATION ASSISTANCE

3RD PARTY ENGINEERING DOCUMENTATION

INDUSTRY BEST LEAD TIMES



**MAXIMIZE PROFITABILITY AT EVERY STEP**

# ROOFMOUNT



## OPTIMIZE ARRAY LAYOUT

### MAXIMUM LAYOUT FLEXIBILITY WITH TWO ROW SPACING OPTIONS

- 5 Degree Tilt with 7.5 IN. / 11 IN. Row Spacing Options
- G235 steel, double the corrosion protection of other racking products
- Place panel, then clamp for single person module installation
- Integrated bonding with single tool, hassle-free installation
- Simplified wiring with Unirac's RM wire management clips
- MLPE mount for microinverters and power optimizers
- Optional roof attachments to meet site specific requirements
- Ship up to 1 MW per truck with compact packaging



**LISTED UL2703** BONDING & GROUNDING  
MECHANICAL LOADING  
SYSTEM FIRE CLASSIFICATION

## ACCELERATE YOUR PROJECT AT EVERY STEP FOR MAXIMUM PROFITABILITY

### WORLD CLASS U-BUILDER FOR QUICK & EFFICIENT DESIGN / LAYOUT WITHIN MINUTES

Seamless HeliScope Integration - Google Maps Platform - Row by Row Design with Ballast Distribution Maps - Site Specific Engineering Report - Multiple Arrays per Design - CAD File Downloads

### COMPREHENSIVE DESIGN & ENGINEERING SUPPORT

A Team of Technical Experts & Professional Engineers Customize Projects while Tailoring Designs to Maximize Energy Output with Lowest Possible System Cost

### GUARANTEED PERMIT APPROVAL

UL2703 Certification Documents - Stamped 3rd Party PE Letters - Construction Drawings - AHJ Outreach Program

### BEST LOGISTICS NETWORK - FASTEST DELIVERY IN THE COMMERCIAL PV RACKING INDUSTRY

Two-Week Lead Times From Our Factory And Immediate Deployment Through Our Nationwide Distribution Network

### PRODUCT TRAINING WITH PROJECT MANAGEMENT SERVICES TO MINIMIZE INSTALLATION LEARNING CURVE

Installation Guides & Videos - Live Demos - Train the Trainer Program - Change Order Management - Project Close-Out Assistance

UNIRAC CUSTOMER SERVICE MEANS THE HIGHEST LEVEL OF PRODUCT SUPPORT IN THE RACKING INDUSTRY

## Addendum E

### Post Installation Customer Support References

#### Post-Installation Optimization & Support Services Customer References

<i>Reference</i>	<i>Title</i>	<i>Telephone Number</i>	<i>Explanation</i>	<i>Organization</i>
Dave Pyne	Owner	(508) 473-7361	Owner of six Solect PV systems totaling over 800kW "Using a company like Solect was important because installing a solar system can be a difficult process to manage. They simplified the process." -Dave Pyne Owner, Hillview & Equipment	Hillview Equipment / Corner Brook LLC (multiple ground installations)
Glen Ryan	Facilities Manager	(617) 470-3640	PPA customer for on-site 138kW rooftop system	Roxbury Latin School
John Parsons	President and CEO	(508) 820-2700	Owner of five Solect PV systems totaling approximately 1.3MW (rooftop and ground installations)	Parsons Commercial Group
John Majercak	CEO	(413) 586-7350	PPA customer of a 130kW rooftop system	Center for Eco Tech
Dan Harrison	CEO	(781) 935-7057	PPA customer of a 73kW Rooftop PV system	NuPath, Inc.
Jock Burns	Dir of Finance and Oper's	(978) 468-4415	PPA customer of 2 PV systems totaling 316 kW	Pingree School

## Addendum F

### Project Timelines

<u>Task</u>	<u>Day</u>
Execution date	0
Design & Permitting begins	0 + 18 days (permit apps submitted)
Interconnection Approval	0 + 68 days
Equipment ordered	0 + 98 days
Construction begins	0 + 118 days
Construction complete	0 + 168 days
Electrical generation begins	0 + 198 days

## Addendum G

### Sample Net Metering Agreement

SOLAR NET METERING CREDITS

PURCHASE AND SALE AGREEMENT

This Solar Net Metering Credits Purchase and Sale and Solar Site Lease Agreement (“**Agreement**”) is made and entered into as of [REDACTED] (the “**Effective Date**”), by and between Solect Energy Development, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder (“**Seller**”) and, [REDACTED], a **Legal Entity Type** (“**Buyer**”). Seller and Buyer may be referred to herein collectively as the “**Parties**,” and individually as a “**Party**.”

### Recitals

- A. Seller plans to construct one or more solar photovoltaic facilities (individually, a “**Facility**” and collectively, the “**Facilities**”) with an aggregate nameplate electric generating capacity of approximately XXXX [DC] (the “**Project**”) at the Property (as defined in Exhibit A).
- B. Seller wishes to lease from property owner a portion of the property, together with certain Seller rights over, across, to and through the Building and other portions of Buyer’s Property, in order to install, own and operate solar photovoltaic generation equipment thereon, and building owner is willing to lease such portion of the property of and grant

such rights to Seller for such purpose, all on and subject to the terms and conditions of this agreement.

C. The Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be comprised solely of one or more Net Metering Facilities (as defined below) and will generate Net Metering Credits (as defined below).

D. Subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Net Metering Credits generated by the Project during the Term, so that Buyer is able to allocate all such Net Metering Credits for use in offsetting charges for electric energy associated with Buyer's electric utility service account(s).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

## ARTICLE 1 DEFINED TERMS

*As used in this Agreement, the following terms, when used in this Agreement and initially capitalized, shall have the following meanings:*

**"Affiliate"** means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

**"Agreement"** means this Solar Net Metering Credits Purchase and Sale Agreement, including all exhibits and attachments hereto.

**"Applicable Legal Requirements"** means any Laws which may at any time be applicable to the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Property for the installation, operation, maintenance and removal of any of the Facilities.

**"Bankrupt"** means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

“**Billing Cycle**” means the monthly billing cycle established by the Local Electric Distribution Company [LDC].

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“**Buyer**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Commercial Operation**,” with respect to a Facility, means that the Facility is ready for regular, daily operation, has been interconnected to the LDC system, has been accepted by the LDC (to the extent required), and is capable of producing Electricity.

“**Commercial Operation Date**” means the first day on which the last Facility to achieve Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.2.

“**Construction Commencement Date**” means the date of commencement of actual preparation or construction activities on a Property in connection with the installation of the Project.

“**Delivery Point**” for each Facility means the location or locations at the Property where Electricity is to be delivered and received by the LDC with respect to the Net Metering Credits that are the subject of this Agreement, as identified in Exhibit A.

“**Designated Third Party**” has the meaning set forth in Section 16.2(a).

“**DPU**” means the Rhode Island Department of Public Utilities or its successors.

“**Early Termination Date**” has the meaning set forth in Section 2.3.

“**Effective Date**” is the date first set forth in the introductory paragraph of this Agreement.

“**Electricity**” means the actual and verifiable amount of electricity generated by the Facilities and delivered to LDC at the Delivery Points, as metered in whole kilowatt-hours (kWh) at the Seller Metering Devices, and that conforms to the applicable LDC and authoritative regulatory body standards. The Electricity delivered to LDC at the Delivery Points will generate Net Metering Credits in the amount determined by the LDC.

“**Electricity Savings**” shall have the meaning set forth in Section 10.2(c)(ii).

“**Environmental Attributes**” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Project and/or its electricity generation, (ii) government financial

incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the State of Rhode Island or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, (vi) capacity rights, and (vii) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Project and/or its electricity generation.

**“Event of Default”** has the meaning set forth in Article 10.

**“Facilities”** and **“Facility”** have the meanings set forth in the recitals.

**“Force Majeure”** means any event or circumstance that prevents Seller from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of Seller, and (ii) by the exercise of reasonable due diligence, Seller is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Seller; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

**“Governmental Authority”** means the United States of America, the State of Rhode Island, and any political or municipal subdivision thereof (not including Buyer), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

**“Governmental Charges”** means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits or this Agreement.

**“Host Customer”** shall have the meaning given this term in the Net Metering Rules.

**“Interconnection Obligations”** shall have the meaning set forth in Section 3.3.

**“Interest Rate”** means the lesser of (a) one percent (1%) per month and (b) the maximum rate permitted by applicable law.

**“Invoice”** shall have the meaning set forth in Section 4.4.

**“kWh”** means kilowatt-hour.

“**Laws**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“**LDC**” means Local Electric Distribution Company or its successors.

“**LDC Metering Device**” means, with respect to each Facility, the LDC meter furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Host Customer and delivered by the Host Customer to the LDC.

“**LDC System**” means the electric distribution system operated and maintained by the LDC.

“**Lease**” includes the terms and conditions whereby the Buyer grants to Seller rights to use Buyer’s property for purposes of accessing, installing, enabling, maintaining, and utilizing the solar Facility

“**Net Metering**” shall have the meaning set forth in the Net Metering Rules.

“**Net Metering Credit**” means the applicable monetary value of an excess kilowatt-hour of electricity, determined in accordance with the Net Metering Rules, generated by a Solar Net Metering Facility, as defined in accordance with the Net Metering Rules.

“**Net Metering Credit Price**” has the meaning set forth in Exhibit B attached hereto.

“**Net Metering Facility**” shall have the meaning set forth in the Net Metering Rules.

“**Net Metering Rules**” means, collectively and as amended from time to time, the Rhode Island net metering statute, MGL c. 164, §§ 138 – 140, the Rhode Island net metering regulations, 220 CMR 18, orders issued by DPU relating to Net Metering (including, without limitation, DPU 11-10-A (May 7, 2012) and the appendices thereto) and the associated net metering tariff of the LDC.

“**Outside Construction Commencement Date,**” means [REDACTED], provided that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the LDC’s completion of any required LDC System upgrades or resolution of any other delays caused by the LDC, including, without limitation, the LDC’s failure to comply with its interconnection tariff, and (ii) the resolution of any challenge to any permit or approval relating to the Project.

“**Payment Default**” shall have the meaning set forth in Section 10.1(a).

“**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“**Property**” shall have the meaning set forth in the recitals.

“**Project**” shall have the meaning set forth in the recitals.

“**Public Cap Allocation**” means an assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Net Metering Cap (as defined in the Net Metering Rules) upon the Host Customer’s receipt of notice of authorization to interconnect from the LDC.

“**Public Entity Net Metering Limit**” shall have the meaning set forth in Section 7.2(b) of this Agreement.

“**Schedule Z**” shall have the meaning set forth in Section 7.5(a)(i) of this Agreement.

“**Seller**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Seller Metering Device**” means, with respect to each Facility, any and all revenue quality meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility and delivered to the Delivery Point.

“**Target Buyer Accounts**” shall have the meaning set forth in Section 7.2(a).

“**Term**” shall have the meaning set forth in Section 2.1.

“**Termination Date**” means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, and (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2.

“**Termination Payment**” shall have the meaning set forth in Section 10.2(c).

“**Termination Value**” shall have the meaning set forth in Section 10.2(c) and Exhibit D.

“**Utility Rate**” means the [lowest] rate under the LDC retail electricity supply tariff for which Buyer is entitled to take service for each LDC account of Buyer to which Net Metering Credits have been applied within the preceding twelve Billing Cycles. If that LDC rate varies between such accounts, then the Utility Rate will be determined by the weighted average based on usage under each such LDC account.

## ARTICLE 2

### LEASE; APPURSELLER RIGHTS; UTILITY EASEMENT

2.1 Leased Property. Buyer hereby leases to Seller and Seller hereby leases from Buyer a portion of the property shown as “Solar Facility” on the Site Plan attached hereto as Exhibit A, consisting of approximately        square feet of space (the “Leased Property”), for

the Permitted Use and for the Term, together with the rights and privileges, and on and subject to the terms and conditions, of this agreement.

2.2 **AppurSeller Rights.** Buyer hereby grants to Seller for the duration of

the Term: (i) an easement and right of way over, across and through Buyer's Property, including without limitation, the Buildings, in order for Seller, its employees, invitees, agents, contractors and subcontractors to access by vehicle, foot or otherwise, the Property and the Solar Facility for the Permitted Use; and (ii) an easement to build, maintain, upgrade, install and from time to time relocate on the Buyer's Property electrical lines running to and from the Solar Facility, as well as related equipment and communication facilities servicing the Solar Facility including without limitation customer meters and transformers together with the right to interconnect the Solar Facility to the LDC through the Building's existing electrical infrastructure, including the Building's main panel and transformer; and (iii) an easement to use those portions of Buyer's Property necessary for the placement, storage and parking of equipment, materials and vehicles during construction, maintenance and any repair or replacement of the Solar Facility and during the Decommissioning Period; and (iv) the right, license and privilege to otherwise enter upon, use and occupy the Buyer's Property to facilitate use of the Leased Property for the Permitted Use in accordance with the terms hereof.

2.3 **Utility Easement.** At the request of the Utility, Buyer shall grant an

easement to the Utility, for a period co-terminus with and irrevocable during the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, utilities and related rights to the Leased Property over, across and through Buyer's Property and/or any surrounding or nearby premises owned or leased by Buyer, which is necessary or convenient to install or gain access to or to provide utility service to the Solar Facility or the Leased Property, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and in recordable form, shall burden Buyer's Property and any such surrounding property and benefit the Leased Property and shall run with the land.

### ARTICLE 3

#### TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

3.1 **Term.** The term of this Agreement (including any extensions, the "**Term**") shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that the Term may be extended by mutual written agreement of the Parties for additional term(s) of up to twenty (20) years.

3.2 **Conditions Precedent.** The commencement of the obligation of Seller to sell Net Metering Credits to Buyer under the provisions of this Agreement is subject to the

fulfillment of each of the following conditions precedent except to the extent waived by Seller:

- (a) Seller shall have obtained all permits and approvals required for the construction and operation of the Project;
- (b) Seller shall have obtained project financing on terms acceptable to Seller in Seller's discretion;
- (c) Seller shall have delivered a copy of the executed Schedule Z;
- (d) the Facilities shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements; and
- (e) the Facility shall have achieved Commercial Operation.

3.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the "**Early Termination Date**"):

- (a) by Seller, at any time prior to the installation of the Project's first solar module, upon notice to Buyer, in the event that Seller, in its discretion, determines that the development of the Project should be abandoned;
- (b) by Seller, at any time prior to the Commercial Operation Date, upon notice to Buyer, in the event that any of the conditions precedent set forth in Section 2.2 has not been satisfied;
- (c) by Buyer, upon thirty (30) days notice to Seller, in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date, provided that, Buyer may not exercise its right to terminate under this Section 3.3(c) after the earlier of (i) the Construction Commencement Date and (ii) the date on which Seller notifies Buyer that closing of financing for construction of the System has occurred;
- (d) by either Party in accordance with Section 11.2.

*Upon early termination of this Agreement in accordance with this Section 3.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.*

ARTICLE 4  
DEVELOPMENT OF PROJECT

4.1 Development of Project by Seller. Seller shall undertake commercially reasonable good faith efforts to obtain required permits and financing for, and to construct the Project.

4.2 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer when each Facility has achieved Commercial Operation. Seller shall, in the notice of Commercial Operation for the final Facility to achieve Commercial Operation, certify to Buyer the Commercial Operation Date.

4.3 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Project to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges (“**Interconnection Obligations**”). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth in Section 7.5.

4.4 Cooperation Regarding Authorizations. Seller will manage applications for all permits, approvals, registrations and other related matters with the LDC and any Governmental Authority, including the submission of applications described in this Agreement and, to the extent necessary, Seller will do so on behalf of Buyer. Buyer agrees to cooperate with Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law, Buyer shall designate Seller as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

4.5 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement and at all other times, all ownership of and title to the Project and all Environmental Attributes shall be and remain with the Seller. This Section 4.5 shall survive termination of this Agreement.

ARTICLE 5  
PURCHASE AND SALE; DELIVERY;  
GOVERNMENTAL CHARGES

5.1 Purchase and Sale of Net Meter Credits. Commencing on the date the first Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller shall make available to and sell to Buyer, and Buyer shall purchase from Seller, all of the Net Metering Credits produced by the Project from Electricity delivered to the LDC at the Delivery Points.

5.2 Price for Net Metering Credits. The purchase price of each Net Metering Credit associated with each kilowatt-hour of Electricity generated by the Project shall be calculated in accordance with Exhibit B.

5.3 Invoicing and Payment. During each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the “**Invoice**”) reporting the Net Metering Credits transferred to Buyer during the prior Billing Cycle (the “**Delivered Quantity**”) and charging the Buyer for payment of an amount equal to the Delivered Quantity multiplied by the Net Metering Credit Price. Buyer will remit payment of the amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to both Parties) within ten (10) days following Buyer’s receipt of each such Invoice. Any amounts not paid by the due date will be deemed late and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

5.4 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, Buyer shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 15. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by Buyer with respect to an Invoice or an adjustment thereof is waived unless, within six (6) months after the invoice is rendered or such adjustment is made, Buyer notifies Seller of such dispute and states the basis for such dispute. Upon Buyer’s request with respect to an Invoice, Seller, within ten (10) days, shall provide Buyer with information necessary to permit Buyer to replicate Seller’s computation of the invoiced amount.

5.5 Buyer Customer Charges. Buyer shall exercise reasonable efforts to provide Seller with direct electronic access to all LDC invoices and account information with respect to the LDC account(s) of Buyer to which Net Metering Credits associated with this Agreement will be applied, including written request to and authorization of LDC to

provide such direct access to Seller. In the event that it is not possible to provide such access, then Buyer shall provide Seller with a copy of each such invoice that it receives from the LDC within five (5) Business Days of receipt

5.6 Governmental Charges. There shall be added to each Invoice, as separate items, a surcharge equal to the proportionate part of any Governmental Charges applicable to the sale of Net Metering Credits hereunder. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

5.7 Title and Risk of Loss of Net Meter Credits. Title to and risk of loss of the Net Metering Credits shall pass from Seller to Buyer at the time the Net Metering Credits are transferred to Buyer's account by the LDC.

5.8 Creditworthiness. Buyer agrees to provide Seller with reasonable information to complete a credit review. If at any time during the Term, Seller determines that Buyer's credit is unsatisfactory, Buyer has experienced any material adverse change in its financial condition or has made two or more late payments, Seller shall have the right to require that Buyer promptly make reasonable credit support arrangements to ensure prompt payment of amounts payable under this Agreement. Such credit support arrangements may include, without limitation, Buyer's agreement to post a cash deposit with Seller, obtain a letter of credit for the benefit of Seller from a financially sound bank or other financial institution, or make a prepayment for Net Meter Credits to be supplied under this Agreement.

5.9 Records and Audits. *Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours.*

## ARTICLE 6

### TITLE TO ENVIRONMENTAL ATTRIBUTES AND CAPACITY

Other than the Net Metering Credits transferred to Buyer's account hereunder, Environmental Attributes and any rights or credits relating to the generating capacity of the Project shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Buyer shall, upon Seller's request, take whatever actions are reasonably necessary from time to time in order for the Seller to claim the benefits of all

Environmental Attributes and capacity rights or credits other than the Net Metering Credits.

ARTICLE 7  
METERING DEVICES; LDC BILLING ADJUSTMENTS

7.1 Metering Equipment. *The Parties acknowledge that Seller shall arrange for the LDC to furnish and install the LDC Metering Devices. Seller shall be responsible for arranging compliance with any LDC customer requirements relating to LDC access to the LDC Metering Devices. In addition, Seller may install, own, operate, and maintain one or more Seller Metering Devices.*

7.2 Meter Accuracy.

(a) LDC Metering Device Accuracy. Buyer may at any time, with reasonable advance notice to Seller, request testing of the accuracy of the LDC Metering Devices. In addition, Seller may on its own initiative, and shall upon the request of Buyer, exercise Seller's LDC customer rights to arrange for testing of the accuracy of the LDC Metering Devices.

(b) Seller Metering Device Accuracy. Seller, at its sole cost, shall test the Seller Metering Devices in accordance and compliance with the manufacturer's recommendations and shall provide the results of such tests to Buyer. No more than once per calendar year, Buyer shall have the right to require Seller to conduct an audit of all Seller Metering Device data upon reasonable notice, and any such audit shall be at Buyer's sole cost (except as set forth below). If testing of a Seller Metering Device pursuant to the foregoing indicates that the meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Seller Metering Device at no cost to Buyer. For avoidance of doubt, if Seller has already conducted such an audit during a calendar year on its own initiative or at the request of another party, Seller shall not be required to conduct an additional audit during the same calendar year.

(c) Discrepancy Between Seller and LDC Metering Devices. If at any time there is a discrepancy between an LDC Metering Device and the corresponding Seller Metering Device, including without limitation a discrepancy associated with a billing adjustment described in Section 7.3, Seller, at Buyer's request, will use commercially reasonable efforts to investigate and remedy such discrepancy in consultation with the LDC.

7.3 Billing Adjustments. In the event that the LDC makes any adjustments to amount of Net Metering Credits produced by the Project, Seller shall make a corresponding

adjustment to the records of the amount of Net Metering Credits transferred to Buyer hereunder. If as a result of such adjustment the quantity of Net Metering Credits for any period is decreased, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for those Net Metering Credits. If as a result of such adjustment the quantity of Net Metering Credits for any period is increased, Seller shall pay for the additional Net Metering Credits. Amounts due as a result of any such billing adjustment shall be paid at the rates provided for hereunder and subject to interest at the Interest Rate.

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

8.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) *the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;*

(b) *this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;*

(c) *all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;*

(d) *it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;*

(e) *it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and*

(f) *it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.*

## 8.2 Additional Representations and Warranties of Buyer.

(a) Target Buyer Accounts. With respect to certain of Buyer's existing other utility accounts with LDC identified in Exhibit C attached hereto (the "**Target Buyer Accounts**"), Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage with respect to such accounts.

(b) Net Metering Capacity Associated with Buyer. Buyer represents and warrants to Seller that it is not the purchaser of Net Metering Credits with an aggregate capacity (inclusive of the Project) of more than maximum allowable quantity of net metered megawatts (alternating current) (as amended from time to time by the Rhode Island Net Metering Rules, the "**Net Metering Limit**").

8.3 Forward Contract; Bankruptcy Code. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

8.4 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

## 8.5 Covenants of Buyer.

### (a) Net Metering.

(i) Buyer. Seller shall prepare any such documents, including the LDC's net metering service application (the "**Schedule Z**"), and Buyer shall cooperate fully with Seller's preparation of such documents. Further, Seller shall prepare an application with appropriate supporting documents for a Net Metering Cap Allocation for the Project, and Buyer shall cooperate fully with Seller's preparation of such documents.

(ii) Net Metering Facility of a Governmental Entity. (IF APPLICABLE) Buyer acknowledges that each Facility will be a “Net Metering Facility of a Municipality or Other Governmental Entity” within the meaning of the Net Metering Rules, and agrees not to take any action inconsistent with the Facilities’ status as such facilities (including, without limitation, terminating the Schedule Z or amending the Schedule Z in a manner inconsistent with such status) except insofar as such action is expressly authorized hereunder. For avoidance of doubt, the Parties acknowledge that, pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Facility may allocate Net Metering Credits to the account of any individual or of any entity that is not a city, town, federal agency or department, state agency or department, or of any entity that is not approved by DPU as an “Other Governmental Entity.”

(iii) Net Metering Limit. Buyer acknowledges that, pursuant to the Net Metering Rules, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is the Public Entity Net Metering Limit. Accordingly, Buyer covenants that it shall not serve as the Buyer of Net Metering Facilities or purchase Net Metering Credits (inclusive of the Project) with an aggregate capacity more than the Public Net Metering Limit. Without limiting the foregoing, Buyer further covenants that, during the Term, except with the consent of Seller, which shall not be unreasonably withheld, delayed or conditioned, Buyer shall not serve as Buyer any Net Metering Facilities or purchase Net Metering Credits from third-parties if the output from such Net Metering Facilities or purchase of Net Metering Credits interferes with or precludes the Buyer from receiving Net Metering Credits generated by the Facility in accordance with this Agreement.

(iv) Cooperation on Assurance of Net Metering Eligibility. Buyer agrees to promptly provide such information and assistance to Seller as may be necessary to allow Seller to avail itself of any system established by the DPU and/or the LDC to provide certain assurances that a facility will be an eligible Net Metering Facility once the facility commences operation.

(v) Consolidated Billing of Electricity Charges. In order to ensure Buyer’s ability to maximize savings resulting from its allocation of Net Metering Credits to its Target Buyer Accounts, Buyer shall arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its LDC invoices.

(b) Data Access; Customer Advocacy. Buyer shall take any action and execute any documents, as required, to designate (and, as necessary, re-designate) Seller to LDC as an authorized recipient of the energy billing and usage data with respect to the LDC utility meters associated with Target Buyer Accounts. In addition, Buyer shall take any action and execute any documents, as required, and

otherwise cooperate with Seller, so as to permit Seller to advocate with the LDC and/or the DPU with respect to Seller's rights as the LDC customer of record and Host Customer for the Facilities, including, without limitation, for the purpose of ensuring timely and accurate recording of Net Metering Credits generated in connection with the Facilities.

(c) Uniform Procurement Act Exemption Filings. IF APPLICABLE **Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services by a covered public entity, the procuring public entity shall submit to the DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.**

(d) No Resale of Net Metering Credits. The Net Metering Credits purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Net Metering Credits be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company.

(e) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

## ARTICLE 9 CONFIDENTIALITY

9.1 Duty of Confidentiality. To the extent permitted by law, all terms of this Agreement and all information provided by a Party or its representatives to the other Party shall be confidential and shall not be disclosed by the receiving Party without the disclosing Party's prior written consent. Neither Party shall be prevented from disclosing information which: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is independently developed by the receiving Party without use of the other Party's confidential information; (iii) is required to be disclosed pursuant to applicable law, government regulation or order or by the requirements of any securities exchange, or is requested to be disclosed by a governmental authority or agency or any self-regulatory organization (including, without limitation, any stock exchange authority), provided the receiving Party gives the disclosing Party reasonable prior notice of such requirement and affords such Party the opportunity to seek a protective order or other appropriate means to safeguard the confidentiality of such information. For avoidance of doubt, Seller

acknowledges that Buyer's officials wish to receive and share with other of Buyer's official's information regarding Seller's performance under the Agreement and therefore Seller agrees to prepare and provide to Buyer, from time to time, non-confidential summary information regarding the performance of the relevant Facilities.

9.2 Publicity. Except to the extent required by law, without the prior written consent of the other Party, neither Party shall make any public comment, statement, or communication with respect to this Agreement. If either Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required, and the time and place that the disclosure will be made. Notwithstanding the foregoing, following the execution of this Agreement, Seller may in its discretion prepare and issue a press release or other form of public announcement, the form of which shall be delivered to Buyer prior to release, disclosing the existence of this Agreement. Without limiting the generality of the foregoing, all public statements made by or on behalf of either Party must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights.

9.3 Survival of Confidentiality and Publicity Provisions. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination or expiration of this Agreement.

## ARTICLE 10 FORCE MAJEURE

10.1 Performance Excused by Force Majeure. *To the extent Seller is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Seller gives notice and details of the Force Majeure to Buyer as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by Seller), then Seller will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Seller will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Seller is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Seller in its sole discretion. During the period in which, and to the extent that, obligations of Seller are excused by Force Majeure, Buyer will not be required to perform or resume performance of its obligations to Seller corresponding to the obligations of Seller excused by Force Majeure.*

10.2 Termination Due to Force Majeure. *In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of twelve (12) calendar months or longer, either Party may, upon thirty (30) days notice to the other Party,*

*terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.*

## ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

*11.1 Events of Default. An “Event of Default” means, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:*

(a) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the other Party (the “**Non-Defaulting Party**”) of such failure to pay (“**Payment Default**”);

(b) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Event of Default, if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Event of Default;

(c) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transaction contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

(d) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect; or

(e) Buyer prevents Seller from transferring Net Metering Credits to Buyer or otherwise fails to perform and that failure prevents the production of Net Metering Credits by the Project. Such Event of Default shall not excuse Buyer’s

obligations to make payments that otherwise would have been due under this Agreement.

11.2 Remedies for Event of Default.

(a) If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.

(b) On the occurrence of an Event of Default other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including redirecting the system's Net Meter Credits to a different buyer, an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Event of Default. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become an Event of Default. If Buyer terminates this contract without cause prior to the Commercial Operation Date, Buyer shall pay Seller for all reasonable costs incurred to date.

(c) Upon a termination of this Agreement by the NonDefaulting Party as a result of an Event of Default by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):

(i). If Buyer is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the termination value set forth in Exhibit D (the "**Termination Value**") for such Contract Year plus, if applicable, repayment or recapture of rebates, grants, credits or other governmental payments or tax benefits occasioned by the Default, and (y) any and all other amounts previously accrued under this Agreement and then owed by Buyer to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of an Event of Default by Buyer would be difficult to ascertain, and the applicable Termination Value set forth in Exhibit E is a

reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

(ii). If Seller is the Defaulting Party and Buyer terminates this Agreement, the Termination Payment to Buyer shall be equal to the sum of the forecast “**Electricity Savings**” reasonably expected to be realized by Buyer during the period of time Seller is in default. The Electricity Savings shall be determined by subtracting the Buyer’s then current Utility Rate (calculated as the sum of energy and delivery charges measured in kilowatt hours, not including demand charges and non-energy customer charges) from the current Net Metering Credit Price, and multiplying by the total kWh expected to be produced by the Facilities under Standard Operating Conditions at the Property during the period of time Seller is in default. The Parties agree that actual damages to Buyer in the event this Agreement terminates prior to the expiration of the Term as the result of an Event of Default by Seller would be difficult to ascertain, and the applicable Termination Payment calculated in accordance with this Section 11.2(c)(ii) is a reasonable approximation of the damages suffered by Buyer as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

*11.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity.*

*11.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.*

## ARTICLE 12 CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

*12.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party’s default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall*

*have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.*

## ARTICLE 13 INDEMNIFICATION

13.1 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by the other Party in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by: (i) the gross negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Party's control, or (ii) an Event of Default of the indemnifying Party. The indemnifying Party further agrees, if requested by the indemnified party, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should the indemnifying Party defend any such claim against the indemnified party, it shall have full control of such defense, in its reasonable discretion. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of an indemnified party.

13.2 Claim Procedure. If the indemnified party seeks indemnification pursuant to this Article, it shall notify the indemnifying Party of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the indemnifying Party that it will assume the defense and indemnification of such claim, the indemnifying Party may assert any defenses which are or would otherwise be available to the indemnified party.

13.3 Limitation on Buyer Indemnity to the Extent Prohibited by State Law. Notwithstanding any provision contained herein, the provisions of this Section 13 shall not apply to Buyer to the extent limited by Section 7 of Article 2 of the Amendments to the Rhode Island Constitution, which prohibits municipalities from pledging their credit without prior legislative authority.

13.4 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration

of this Agreement for a period of three (3) years with respect to any claims that occurred or arose prior to such termination or expiration.

## ARTICLE 14 LIMITATIONS

### 14.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Designated Third Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be liable to the other for any indirect, special, incidental, exemplary, consequential, or punitive damages whatsoever arising out of this Agreement or anything done in connection herewith. This Section 14.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, statute or otherwise. The Parties agree that the Termination Payment provided for hereunder is not indirect, special, incidental, exemplary, consequential, or punitive damages.

*14.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Seller does not warrant or guarantee the amount of Net Metering Credits to be generated by the Project.*

## ARTICLE 15 GOVERNING LAW; DISPUTE RESOLUTION

15.1 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Rhode Island, without application of its rules regarding choice of laws.

### 15.2 Dispute Resolution.

(a) The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section

shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the Administrator of Buyer (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature of and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless such period is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the Boston, Rhode Island office of JAMS appoint a mediator. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation thereafter shall be in the sole discretion of each Party involved in the dispute. Each Party will bear its own costs of the mediation. The mediator's fees shall be shared equally by the Parties.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole venue for judicial enforcement shall be the Superior Court for Middlesex County, Rhode Island. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to mediation in order to prevent irreparable harm that would be caused by a continuing breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be entitled to raise.

(e) In any judicial action, the Prevailing Party (as defined below) shall be entitled to payment from the opposing Party of its reasonable costs and fees, including but not limited to reasonable attorneys' fees, expert witness fees and travel expenses, arising from the civil action. As used herein, the phrase "**Prevailing Party**" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

ARTICLE 16  
ASSIGNMENT; BINDING EFFECT

16.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

16.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) an Affiliate of Seller or (ii) to the purchaser of substantially all of the assets of Seller, or to an entity that purchases one or more of the Facilities or, prior to the construction of one or more Facilities, the development rights thereto. In the event of any such assignment, Seller shall provide notice to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed all or a portion of Seller's rights and obligations under this Agreement. In addition, in the event of an assignment under clause (ii) above, promptly following Buyer's request, Seller or such assignee shall reasonably demonstrate to Buyer the assignee's financial and technical ability (such abilities may be demonstrated through use of services provided by qualified third parties) to perform its obligations under this Agreement, provided that the assignee shall not be required to possess financial and technical ability that exceeds that of Seller immediately prior to such assignment. Buyer agrees to promptly execute any document reasonably requested of Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 16.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment.

16.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 17  
FINANCING AND RELATED MATTERS

17.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 16, Buyer specifically agrees, without any further request for prior consent, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project, and to sign any agreements reasonably requested of Seller or its lenders to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement.

17.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Seller by Buyer to any assignee or transferee permitted pursuant to Section 17.1 of which it has notice (each, a “**Designated Third Party**”) of any event or occurrence which, if uncured, would result in a Seller Event of Default.

(b) Exercise of Seller Rights. Any Designated Third Party shall, to the extent permitted pursuant to its contractual arrangements with Seller, have the right to substitute itself in the place of Seller and assume any and all rights and remedies of Seller under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

(c) Performance of Seller Obligations. A Designated Third Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives such party the option to do so, to be exercised in such Designated Third Party’s sole discretion.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or by any conveyance from Seller to the Designated Third Party (or any assignee of the Designated Third Party), the Designated Third Party shall give notice to Buyer of the identity of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

(e) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of a Designated Third Party made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with such Designated Third Party or its assignee on substantially the same terms and conditions as contained in this Agreement.

(f) Third Party Beneficiary. Buyer agrees and acknowledges that each Designated Third Party is a third party beneficiary of the provisions of this Article.

17.3 Consent to Assignment; Estoppel Certificate. Buyer agrees to (i) execute any consents to assignments made pursuant to this Article 17 or any acknowledgements of the existence of the Designated Third Party rights set forth in this Article 17 and (ii) at Seller’s expense, provide such opinions of counsel as may be reasonably requested by Seller or a Designated Third Party (or prospective Designated Third Party) in connection with such

financing or sale of one or more of the Facilities. In addition, at Seller's request and expense from time to time, Buyer will deliver such estoppel certificates as a Designated Third Party (or prospective Designated Third Party) may reasonably require in connection with a financing or refinancing or to confirm the rights granted hereunder. Notwithstanding the foregoing, without Buyer's approval, no such consent, acknowledgement or estoppel shall alter the rights or obligations of Seller, Buyer or any Designated Third Party.

17.4 Cooperation Regarding Financing. Buyer agrees that it shall reasonably cooperate with Seller and its financing parties in connection with any financing or refinancing of all or a portion of the Project. In furtherance of the foregoing, as Seller or its financing parties request from time to time, Buyer agrees to (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Designated Third Parties or prospective Designated Third Parties of the accommodations set forth in this Article 17), (ii) deliver such estoppel certificates as an existing or prospective Designated Third Party may reasonably require, (iii) furnish such information as Seller and its financing parties may reasonably request, and (iv) at Seller's expense, provide such opinions of counsel as may be reasonably requested by Seller or an existing or prospective Designated Third Party in connection with a financing, refinancing or sale of one or more of the Facilities.

17.5 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have first given each Designated Third Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement. Such notice shall specify the condition giving rise to such right. Such notice shall not be given unless the Designated Third Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Designated Third Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.



if to a Designated Third Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 19.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the day of delivery confirmed by such express mail service to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

## ARTICLE 20 MISCELLANEOUS

20.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Articles 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive the termination or expiration of this Agreement.

20.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

20.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

20.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent (except as such agency arrangements are specifically provided for herein) or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

20.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of

this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

20.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

20.7 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

20.8 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

20.9 Headings. *The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.*

20.10 Good Faith. *All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.*

20.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute a single Agreement.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

**SELLER:**

**Solect Energy Development, LLC**

By: \_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Title:

**BUYER:**

**Buyer Legal Entity Name**

By: \_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Title:

***[NOTE: Amend or add signatories for Buyer as necessary and appropriate, or remove]***

**Exhibit A**  
**PROPERTY, SITE PLAN, DELIVERY POINT**

Property

The Property shall be the real property located at: **XXXX**

Seller may modify the Property by its selection of one or more alternative or additional locations, provided that (i) Seller shall deliver notice of such modification to Buyer and (ii) any such alternative or additional location shall be within the LDC service territory and the same ISO New England load zone as the Property was in prior to such modification. Notwithstanding the foregoing, Seller shall have the right to irrevocably waive its right to modify the Property in accordance with this Exhibit A, provided that Seller shall provide notice to Buyer of any such waiver.

Delivery Points

The location[s] at the Property where Electricity is to be delivered from a Facility and received by the LDC shall be the LDC Metering Device(s) on such Property behind which the respective Facility is located.

**INSERT SITE PLAN AND CALL OUT UTILITY METER AS DELIVERY POINT**

**Exhibit B**

**CALCULATION OF NET METERING CREDIT PRICE**

For each Billing Cycle in which Electricity is delivered to the LDC at the Delivery Point and Net Metering Credits are produced, the price per kWh of Net Metering Credits (the “*Net Metering Credit Price*”) shall be...

**INSERT PRICE TABLE FOR EACH YEAR OF THE TERM**

## Exhibit C

### TARGET BUYER UTILITY ACCOUNT INFORMATION

#### Target Buyer Account Information

[INSERT All LDC electricity accounts of Buyer to receive Net Meter Credits from the Project.]

Upon Seller's request, Buyer shall promptly provide Seller with the following information regarding each such account:

- LDC customer name
- Account billing address
- LDC account number
- Annual LDC electricity charges
- Annual kWh usage
- Annual expense for electricity commodity and delivery charges
- Percentage of Net Meter Credits to be allocated to such account

### Exhibit D

Each project will contain a unique system buyout and early termination schedule of values, based on final approved system size and financing type

### END of Addendum G - Net Metering Agreement

### Addendum H

#### List of Similar Projects and References

The following references will validate Solect’s performance record. All projects are solar facilities developed, designed, and installed by Solect. All projects listed are financed as PPAs, and most are owned by Solect. The balance of projects are owned by a strategic third-party investor and serviced by Solect.

#	Customer	Address	Customer Type	Municipal Location	System Type	System Size (kW)	Completion Date	Contact Name	Contact Title	Contact Phone Number
1	Concord Muni Light Dept	575 Virginia Rd, Concord, MA 01742	Non-Profit	Concord	Rooftop	164.4	11/09/15	Chris Roy	Assistant Director,	978-318-3110
2	Power Options Program	129 South Street, 5th Floor Boston, MA 02111	Strategic Partner, Non-profit Energy Consortium	Throughout Mass.	Multiple	Multiple	Program agreement starting 9/01/15	Cynthia Arcate	President & CEO	(617) 428-4258
3	Faith Community Church	146 East Main Street Hopkinton, MA 01748	Non-profit	Hopkinton	Rooftop	165	8/7/12	Veda Henderson	Executive Director	(508) 435-5900
4	Bethany Church	15 Cape Road Mendon, MA 01756	Non-profit	Mendon	Rooftop	180	8/31/12	Phil McCutchen	Pastor	(508) 922-5217
5	St. Paul’s Church	61 Wood St. P.O. Box 165 Hopkinton, MA 01748	Non-profit	Hopkinton	Rooftop	11	9/24/12	Bob Snyder	Board Trustee	(508) 435-4536
6	Hopkinton School Administration	89 Hayden Rowe, Street Hopkinton, MA 01748	Non-profit	Hopkinton	Rooftop	45	10/4/12	Ralph Dumas	Director of Finance	(508) 417-9360
7	Pingree School (Ice Rink)	537 Highland Street South Hamilton, MA	Non-profit	South Hamilton	Rooftop	222	2/12/12	Dean DeCoste	Ice Rink Manager	(978) 468-4415 x-277
8	Roxbury Latin School	101 St. Theresa Ave. West	Non-profit	West Roxbury	Rooftop	138	3/6/13	Kerry Brennan	Head-master	(617) 325-4920

		Roxbury, MA 02132								
9	74 Otis Street (Parsons Commercial Group)	74 Otis Street Westborough , MA 01581	For-profit	Westboro	Rooftop	100	4/16/13	John Parsons	President and CEO	(508) 930-4459
10	Center for Eco Technology	83 Warwick St. Springfield, MA 01104	Non-profit	Springfield	Rooftop	130	4/26/13	John Majercak	President	413-788- 6900
11	NuPath	147 New Boston St Woburn, MA 01801	Non-profit	Woburn	Rooftop	73	5/23/13	Dan Harrison	CEO	(781) 935-7057 x3067
12	E.M. Duggan, Inc.	136 Will Dr Canton, MA 02021	For-Profit	Canton	Rooftop	241	6/4/13	Leonard Monfredo	Executive Vice President Operations	(781) 828-2292
13	Honey Hill Farms	20 Elizabeth Road Hopkinton, MA 01748	For-Profit	Hopkinton	Rooftop	60	7/9/13	Kenneth J Driscoll	Manager	(508) 625-1172
14	Stonehill College	320 Washington Street, Easton, MA	Non-Profit	Easton	Ground	2,700	10/14/13	Craig Binney	Decision Maker	(508) 565-1107
15	Respite Center	112 Main St, Hopkinton MA	Non-Profit	Hopkinton	Rooftop	12	10/22/13	Sharon Lisnow	Director	(508) 435-1222
16	Plymouth Fitness	30 Golf Drive Plymouth, MA 02360	For-Profit	Plymouth	Rooftop	100	12/19/13	Chris Horne	President	(508) 224-0303
17	Scituate Racket and Fitness Club	1004 Chief Justice Highway Scituate, MA 02066	For-Profit	Scituate	Rooftop	100	12/27/13	Chris Horne	Owner	(781) 545-1184
18	45 South Street LLC (Parsons Commercial Group)	45 South St, Hopkinton, MA 01748	For-Profit	Hopkinton	Rooftop	190	1/31/14	John Parsons	President and CEO	(508) 820-2700
19	Stonehill College (pole- barns)	320 Washington Street, Easton, MA	Non-Profit	Easton	Rooftop	140	2/25/14	Craig Binney	Decision Maker	(508) 565-1107
20	Pingree School (Athletic Center)	537 Highland Street South Hamilton, MA	Non-Profit	South Hamilton	Rooftop	94	4/4/14	Jock Burns	Director of Finance and Operations	(978) 468-4415 x-277
21	Eastern Nazarene College	23 E Elm Ave, Quincy, MA 02170	Non-Profit	Quincy	Rooftop	226	4/24/14	Mike Johnston	Director of Finance and Operations	(617) 745-3000
22	45 South Street LLC (add-on)	45 South St, Hopkinton, MA 01748	For-Profit	Hopkinton	Rooftop	85	6/14/14	John Parsons	President and CEO	(508) 820-2700
23	Longfellow Club	524 Boston Post Road Wayland, MA 01778	For-Profit	Wayland	Rooftop	140	5/11/15	Myke Farricker	General Manager, Co-Owner	(508) 358-7355
24	Town of Hopkinton	201 Hayden Rowe Street Hopkinton, MA 01748	Non-Profit	Holliston	Ground	1,400	6/01/15	Bill Perkins	Owner	(781) 858-3031

25	Hopkinton Center for the Arts	98 Hayden Rowe St, Hopkinton, MA 01748	Non-Profit	Hopkinton	Rooftop	32.5	6/01/15	Kris Waldman	Co-Director	(508) 435-9222
26	Holliston Community Solar	58C Hopping Brook Road Holliston, MA 01746	Non-Profit	Holliston	Ground	350	6/01/15	Craig Huntley	CDO	(508) 598-3511
27	Braun's Express	10 Tandem Way Hopedale MA, 01747	For-Profit	Hopedale	Rooftop	215	6/24/15	David Normandin	President	(508) 473-8405
28	Amvets Post 79	1 Superior Drive Natick MA 01760	Non-Profit	Natick	Rooftop	24.6	6/30/15	Robert O'Connell	Post Commander	(508) 655-9016
29	Mass Tank	29 Abbey Lane Middleboro, MA	For-Profit	Middleboro	Rooftop	457	7/20/15	Carl Horstmann	Manager	(508) 830-0900
30	The Cotting School (SED)	453 Lunenburg Avenue Lexington, MA 02421	Non-profit	Lexington	Rooftop	363.5	7/22/15	David W. Manzo	President	(781) 862- 7323
31	Tony Kent Arena	8 South Gages Way, South Dennis, MA	For-profit	South Dennis	Rooftop	352.4	9/30/15	Tony Kent	President and Chairman	(508) 760-2400
32	King Builders Inc	475 Washington Street Wrentham, MA 02093	For-profit	Wrentham	Rooftop	212.9	11/6/15	Doug King	Owner	(781) 828-6230
33	Stone Hill College (Athletic Center)	320 Washington Street, Easton, MA	Non-Profit	Easton	Rooftop	318.7	12/1/15	Craig Binney	AVP for finance and operations	(508) 565-1107

## Addendum I - Optional Solar Display System Example



# SOLECT'S LOBBY KIOSK

Show your customers, employees and vendors your commitment to clean energy as well as highlight key aspects of your business.

- Display your logo
- List your products and services
- Show welcome message to visitors.
- Show a picture of the employee of the month
- List awards your company received
- Show calendar of key events
- Etc.

**SOLECT**  
Smart Solar. Smart Business.

### SOLAR KIOSK SOLUTION

WELCOME TO YOUR COMPANY NAME HERE

1. GO    AD 1    AD 2

THIS KIOSK IS POWERED BY **SOLECT**

2.    3.    AD 3

4.

### KIOSK FEATURES

1. Custom branding
2. Real time display of your solar production
3. Editable content areas
4. Full 1920x1080 resolution kiosk display
5. Full web site support



[info@solect.com](mailto:info@solect.com) | [solect.com](http://solect.com) | 508-598-3511

1

**CONCLUSION**

In conclusion, Solect is enthusiastic about the potential to truly partner with the Towns of Bristol and Barrington RI to execute your Solar initiative. We are well prepared, and uniquely qualified to help you achieve your objectives. Thank you for the opportunity to provide a proposal in response to your RFP and we look forward to working with you.

**Sincerely Submitted,**

**Joseph Fraioli**

**65 Francis Ln**

**Little Compton, RI 02837**

**Solect Energy Development – Director and RFP Consultant**