

**Letter of Intent  
Town of Brookline  
Runkle School, Ridley School, High School, Kirrane Aquatics Center**

August 12, 2020

To: Kara Brewton, Economic Development Director  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

Solect Energy Development, LLC ("Solect" or "Provider") and Town of Brookline, a Massachusetts municipal corporation ("Host"), desire to enter into a Power Purchase Agreement (PPA) and site license agreement for electricity to be produced by a solar power electric generating project to be located at four municipal properties in Brookline: Brookline High School at 115 Greenough Street, Kirrane Aquatics Center at 46 and 60 Tappan Street, Ridley School at 345 Harvard Street, and Runkle School at 50 Druce Street (the "Project"), but recognize that the Massachusetts Department of Energy Resources' SMART Incentive Program awards incentives on a first come first served basis, and therefore, Host's power purchase rate is subject to the approved incentive for each Project. The PPA rates for each Incentive Award are presented in Attachment 1.

This Letter of Intent (the "Letter") is intended to formalize both Parties willingness and intent to enter into good faith negotiations to execute a final power purchase agreement and site license agreement, for Solect to develop the Project under the PowerOptions Solar Program.

1. PPA

Subject to the conditions in this letter and all applicable laws, including without limitation procurement laws, Host and Solect agree to undertake good faith negotiations to enter into a Power Purchase Agreement (PPA), and license agreement. Within one hundred twenty (120) days of the issuance of a SMART Preliminary Statement of Qualification, Solect shall confirm the Host's PPA rate for the projects. Upon receipt of the pricing, subject to the parties' agreement, Host agrees to execute the PPA as soon as reasonably practicable at the conclusion of negotiations. The parties may extend this Letter upon mutual written agreement.

2. Project Development Activities

Solect seeks to develop, design, construct, finance and operate the Projects presented in Attachment 1, and sell to Host the electric energy produced by the Project.

Host owns or is the beneficial leaseholder of the sites and properties listed in Attachment 1 and seeks to make a portion of such site available to Provider for constructing, operating and maintaining a solar powered electric generating Project. Host will allow Provider reasonable access to the site to perform pre-development and design work as described below, at no cost to

Host. Provider will indemnify Host from any and all damages, liabilities, losses and claims caused by Provider's employees, agents and representatives while at the site pursuant to this Letter. Provider shall, during the term of this Letter, maintain the insurance set forth in the Attachment 2 to this Letter. Provider shall enter upon the site only in the company of a representative of Host.

Solect may, at its expense, assess the suitability of Host's premises for the Project. To do so, Solect may perform engineering, design, site or structural analysis (excluding intrusive or destructive tests or inspections without Host's prior approval), and may submit applications for utility interconnection of the Host's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. If during the performance of such assessment, Solect discovers any conditions that in Solect's reasonable judgment would prevent the successful completion of the Project, Solect shall promptly advise Host of the same, and if the Parties are unable to reach agreement on how to address such conditions in the PPA to enable successful completion of the Project, Solect may terminate this Letter, and the Parties will have no further obligations hereunder.

This Letter is contingent upon a successful receipt of the SMART Program qualification, and subject to Solect achieving the PPA rates for each location as presented in Attachment 1, or another rate subject to Host's satisfaction. This Letter expresses the desire of both Parties to enter into negotiations to undertake and complete the project as outlined above, and to complete all necessary documents, payments and processes to meet the associated timeline. This Letter shall be governed by Massachusetts law.

This Letter shall expire 270 days after the date of Host's countersignature below, unless the parties agree to extend the term in writing.

Sincerely,

Solect Energy Development, LLC

*James Dumas*

By: [James Dumas \(Aug 13, 2020 14:24 EDT\)](#)

Name: James R. Dumas

Title: Manager/COO

ACCEPTED AND AGREED TO AS OF THE DATE SET FORTH BELOW BY AUTHORIZED REPRESENTATIVE OF HOST

Town of Brookline

By: *Bernard W. Greene*

Name: Bernard W. Greene

Title: Chair, Brookline Select Board

Date: \_\_\_\_\_

## ATTACHMENT 1

## Town of Brookline

 Solar PPA Rate Summary  
 based on Corresponding  
 Smart Incentive Block

	<b>Block 4</b>	<b>Block 5</b>
<b>Site</b>	<b>Fixed PPA</b>	<b>Fixed PPA</b>
Ridley School	0.075	0.083
Runkle School	0.084	0.093
Brookline High School	0.086	0.096
Kirrane Aquatics Center	0.080	0.088
<b>Totals</b>	<b>0.081</b>	<b>0.090</b>

## Project Includes

<b>Site</b>	<b>Est. annual electricity purchased through PPA (kWh)</b>	<b>Est. annual electricity purchased through PPA compared to overall site use (kWh)</b>	<b>Solar System Size (kWAC)</b>	<b>Solar System Size (kWDC)</b>
Ridley School (345 Harvard Street)	283,000	47%	200	249
Runkle School (50 Druce Street)	190,000	31%	123	172
Brookline High School (115 Greenough Street)	179,000	10%	123	158
Kirrane Aquatics Center (46 & 60 Tappan Street)	317,000	38%	240	284
<b>Totals</b>	<b>969,000</b>	<b>32%</b>	<b>686</b>	<b>863</b>

## ATTACHMENT 2

### Insurance Requirements

Provider will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and 1 million dollars (\$1,000,000) in the aggregate.

# Solect PPA LOI - Brookline 20200812

Final Audit Report

2020-08-13

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