



For County Planning Board Use Only



Zoning Referral Form

Orleans County Planning Board

mail or deliver to:

Orleans County Department of Planning and Development
14016 Route 31 West
Albion, New York 14411

Please type or print in space provided, attaching extra sheets if necessary. Incomplete or missing information will result in delays in processing and review.

I. Information Regarding the Town or Village: MUNICIPALITY: Town of Yates

DATE: 6/14/17 PHONE: 585-765-9716 ADDRESS: 8 South Main St

ZIP: 14098

NAME & TITLE OF SUBMITTING OFFICIAL: Dan Wolfe-- Code Enforcement Officer

- II. Type(s) of Proposed Action:**
- | | | |
|--|--|--|
| <input type="checkbox"/> AREA VARIANCE | <input type="checkbox"/> COMPREHENSIVE PLAN | <input type="checkbox"/> AMENDMENT TO ZONING TEXT |
| <input checked="" type="checkbox"/> SPECIAL USE PERMIT | <input type="checkbox"/> USE VARIANCE | <input type="checkbox"/> AMENDMENT TO ZONING MAP |
| | <input checked="" type="checkbox"/> SITE PLAN REVIEW | <input checked="" type="checkbox"/> NEW ZONING ORDINANCE/LAW |

III. Information Regarding the Site: TAX PARCEL NUMBER: 12.-1-16.21

STREET/ROAD NAME & ADDRESS NUMBER: 12.-1-16.21 Parcel NE of W Yates Center Rd, Route 269 intersection

NEAREST INTERSECTING ROAD: Route 269 PRESENT ZONING DISTRICT: Ag-Res

APPLICANT'S NAME & PHONE: Lighthouse Wind LLC (434-328-2293)

APPLICANT'S ADDRESS: 310 4th St. NE, Suite 200 Charlottesville, Va 22902

OWNER'S NAME & ADDRESS (IF DIFFERENT FROM APPLICANT): Dick and Barbara Austin 9561 Lake Rd Barker, NY 4012

RELEVANT SECTION(S) OF ZONING ORDINANCE: 591.21 & 591.22

DESCRIPTION OF REQUEST: 60 meter Met Tower site plan review and special use permit

Signature of Submitting Official:

This cover form should be attached to all detailed information and documents that the municipal board would utilize to adequately consider impacts. This typically includes additional narrative and at least a site plan map drawn to scale with a north arrow, lot lines and waterways, locations of existing and proposed structures and existing and proposed easements or rights-of-way, the zoning classification of adjoining properties, distance (in feet) of structural setbacks from lot lines, and completed Agricultural Data Statement and Environmental Assessment Form, where applicable.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: NRG-60 XHD Meteorological Tower Installation			
Project Location (describe, and attach a location map): Parcel 12.-1-16.21 owned by Dick & Barbara Austin, at the NE corner of W Yates Center Rd & Rt. 269, in the town of Yates, Orleans Co., NY			
Brief Description of Proposed Action: Installation of a 60 meter meteorological tower to be placed in the southwest corner of the above mentioned parcel as depicted in the attached "Met Tower Exhibit". Tower model to be installed is a NRG 60 XHD.			
Name of Applicant or Sponsor: Lighthouse Wind LLC		Telephone: 716-562-4262	
		E-Mail: info@lighthousewind.com	
Address: 310 4th Street, Suite 200			
City/PO: Charlottesville		State: VA	Zip Code: 22902
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town of Yates, Orleans County, NY Special Use Permit pursuant to their zoning code, including sections 591.21 and 591.22			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		86 acres	
b. Total acreage to be physically disturbed?		<1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		86 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Consistent with the adopted comprehensive plan?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Is the proposed action located in an archeological sensitive area?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban				
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16. Is the project site located in the 100 year flood plain?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES				
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____				
	<input type="checkbox"/> NO <input type="checkbox"/> YES			

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Mark Goodwin Date: 1/5/2016
 Signature: M. Goodwin

TOWN OF YATES
SPECIAL USE PERMIT AND SITE PLAN REVIEW
SITE PLAN REVIEWIS REQUIRED FOR ALL SPECIAL USE PERMIT
APPLICATIONS

FEE: \$50.00

Date January 5th, 2016

Applicant Name, address and phone Number Lighthouse Wind LLC (434-328-2293)
310 4th St. NE, Suite 200, Charlottesville, VA 22902

Property Owner's Name, address and Phone number Dick & Barbara Austin (716-795-3049)
9561 Lake Rd., Barker, NY 14012

INFORMATION REGARDING THE SITE:

Tax account number: 12.-1-16.21

Site Address 12.-1-16.21 Parcel NE of W Yates Center Rd, Route 269 Intersection

Nearest intersecting Road W Yates Center Rd

Present Zoning District Agricultural/Residential

Relevant Sections (s) of Zoning Ordinance 591.21 & 591.22

Description of Request: For the installation of a 60 meter meteorological tower to be placed in the eastern portion of the referenced parcel as depicted on attached "Met Location Exhibit" showing setbacks from adjacent parcels. Additional information regarding the NRG 60 meter XHD Tall Tower that will be installed including site layout and schematics are attached.

SITE MAP TO SCALE ON GRAPH PAPER MUST BE ATTACHED TO THIS REQUEST AND INCLUDE:

1. Title of drawing including applicant name
2. North arrow, scale and date
3. Boundaries of property plotted to scale
4. existing Buildings with dimensions and Square footage noted

- 5. Proposed buildings and additions with dimensions and square footage noted
- 6. Existing watercourse and bodies of water
- 7. Location of any slopes of 5% or greater
- 8. Proposed grading and drainage
- 9. Location, proposed use and height of all buildings and site improvements including culverts, drains, retaining walls and fences
- 10. Location, design and construction materials of all parking and trucking loading areas, showing points of entry and exit from site
- 11. Location of any outdoor storage, if any
- 12. Description of method of sewage disposal and location of the facilities
- 13. Identification of water source: if well, locate
- 14. Location, size and design and construction materials of all proposed signs
- 15. Location, and proposed developments of all buffer areas, including existing vegetation cover
- 16. Location and design of outdoor lighting facilities
- 17. General Landscape plan

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF YATES CODE ENFORCEMENT OFFICER IN PERSON WITH \$60.00 FEE AT 8 S MAIN STREET LYNDONVILLE, NY

Jim Tronkell

APPLICANT SIGNATURE

1/11/16

DATE

Barbara J. Austin

PROPERTY OWNER SIGNATURE (if different)

1/11/16

DATE

Richard M. Austin

TOWN / VILLAGE OF Yates

Date 6/3/2016

Application # 01-16

Agricultural Data Statement

Instructions: This form must be completed for any application for a special use permit, site plan approval, use variance or subdivision approval requiring municipal review that would occur on property within 500 feet of a farm operation located in a NYS Dept. of Ag & Markets certified Agricultural District.

Applicant

Owner (if different from Applicant)

Name: Lighthouse Wind LLC
 Address: 310 4th Street NE, Suite 200
Charlottesville, VA, 22902

Name: Barbara J Austin
 Address: 9561 Lake Road
Barker, NY, 14012

Type of Application: Special Use Permit; Site Plan Approval; Use Variance; Subdivision Approval

Description of proposed project: Temporary NRG 60 XHD Meteorological Tower

Location of project: Eastern Side of parcel listed below, as shown in exhibit

Address: Vacant farmland, borders Countyline Road on Western Edge/Haight on southern edge

Tax Map Number: 12.-1-16.21

Check with your local assessor if you do not know the following:

Is this parcel within an Agricultural District? NO YES

Agricultural District Number 1

Is this parcel actively farmed? NO YES

List all farm operations within 500 feet of your parcel. Attach additional sheets if necessary.

Name: Roger Harrison 12.-1-22.2
 Address: 10295 Roosevelt Highway
Lyndonville, NY, 14098
 Is this parcel actively farmed? Yes/No

Name: Torrey Partnership 12.-1-23 & 12.-1-14
 Address: P.O. Box 187, Elba, NY 14058
 Is this parcel actively farmed? Yes/No

Name: George Kumpf 12.-1-16.22
 Address: 10413 W Yates Center Road,
Lyndonville, NY, 14098
 Is this parcel actively farmed? Yes/No

Name: Steven Austin 23.-2-3.2
 Address: 1088 County Line Road, Lyndonville,
NY, 14098
 Is this parcel actively farmed? Yes/No

Please See Ag Data Statement Page #2 for continued list of farm operations within 500'

[Signature]
Signature of Applicant

Barbara J. Austin
Signature of Owner
(If other than applicant)

Reviewed by: [Signature]
Signature of Municipal Official

Date

NOTE TO REFERRAL AGENCY: County Planning Board review is required. A copy of the Agricultural Data Statement must be submitted along with the referral to the County Planning Board.

Agricultural Data Statement – Austin

Action: Temporary NRG 60 XHD Meteorological Tower

See below for continued list of all farm operations within 500 feet of parcel.

Name: David Robison 23.-1-1
Address: 7545 Ridge Road, Gasport, NY,
14067
Is this parcel actively farmed? Yes/No

Name: R.J. Atwater Cred. Shelter Trust 19.00-1-16.2
Address: 9150 Lower Lake Road, Barker, NY, 14012
Is this parcel actively farmed? Yes/No

Name: Mary Porter-Klino 19.00-1-16.1
Address: 1566 County Line Road, Barker, NY, 14012
Is this parcel actively farmed? Yes/No

Name: Dudley Chaffee 10.00-1-29.21
Address: 1370 County Line Road, Barker, NY, 14012
Is this parcel actively farmed? Yes/No

Name: Jacqueline Rodriguez-Perez
Address: 1525 County Line Road, Barker, NY, 14012
Is this parcel actively farmed? Yes/No

Name: Bill Hodgins 12.-1-15.1
Address: 10475 W Yates Center Road, Lyndonville, NY
14098
Is this parcel actively farmed? Yes/No

Name: _____
Address: _____
Is this parcel actively farmed? Yes/No

Name: _____
Address: _____
Is this parcel actively farmed? Yes/No

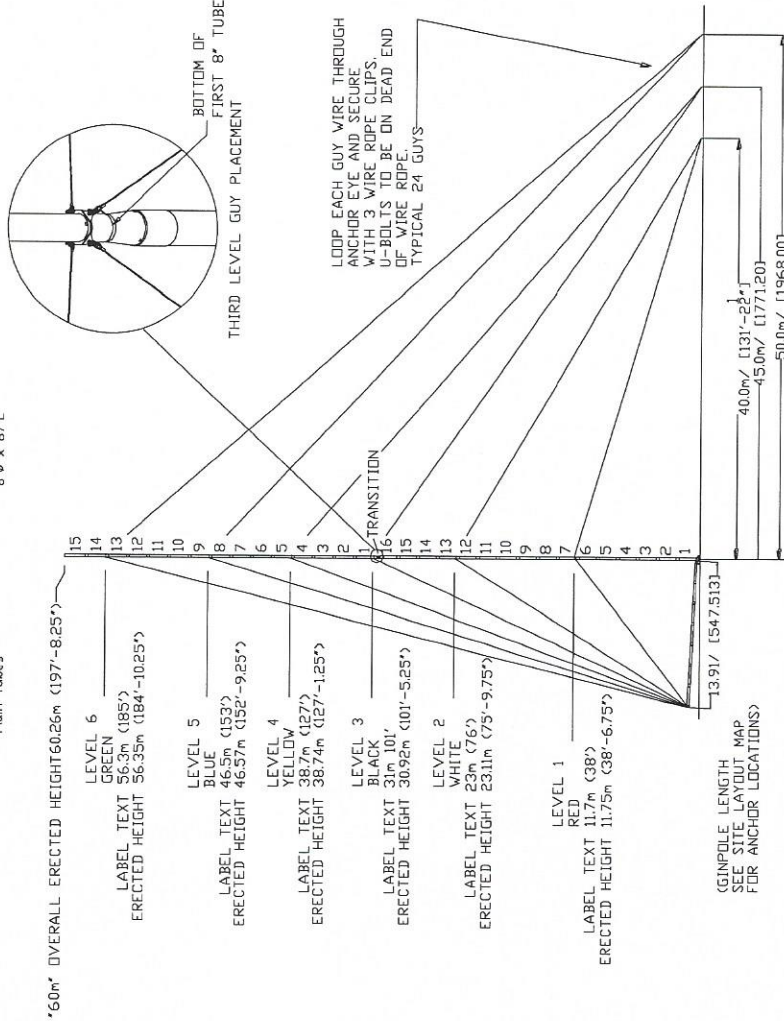
60m XHD with
Standard Footprint

Tower Layout

TUBE SPECS (in order of assembly)

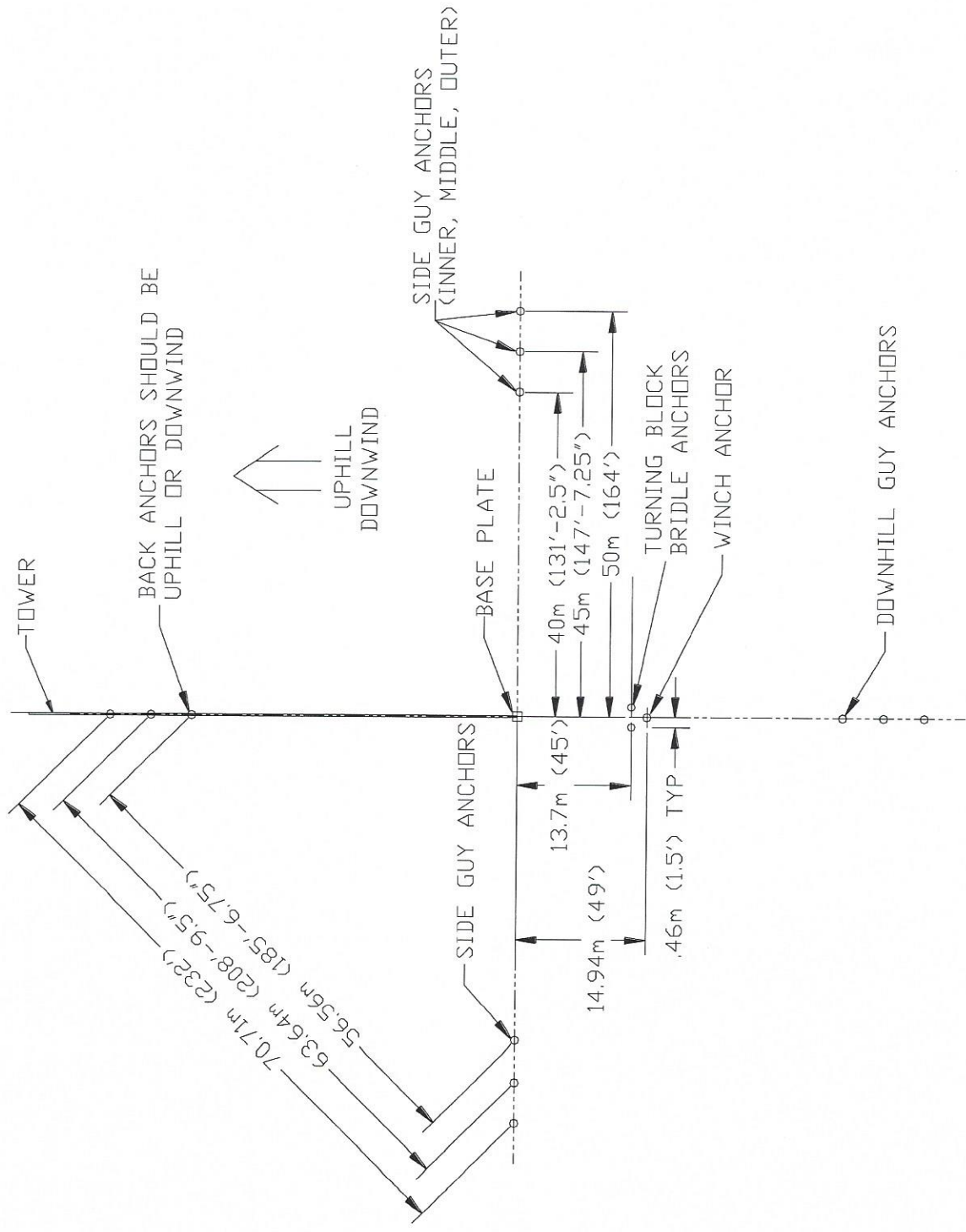
Tower:
 Base Tube (with pivot pin hole) 10' ø x 87'L (1 tube)
 Plain Tubes (short) 10' ø x 87'L (14 tubes)
 Plain Tubes (short) 10' ø x 73'L (1 tube)
 10'-8" TRANSITION, 36'L
 Plain Tubes 8' ø x 87'L (15 tubes)

Gin Pole:
 Base Tube (with pivot pin hole) 8' ø x 87'L
 Plain Tubes 8' ø x 87'L

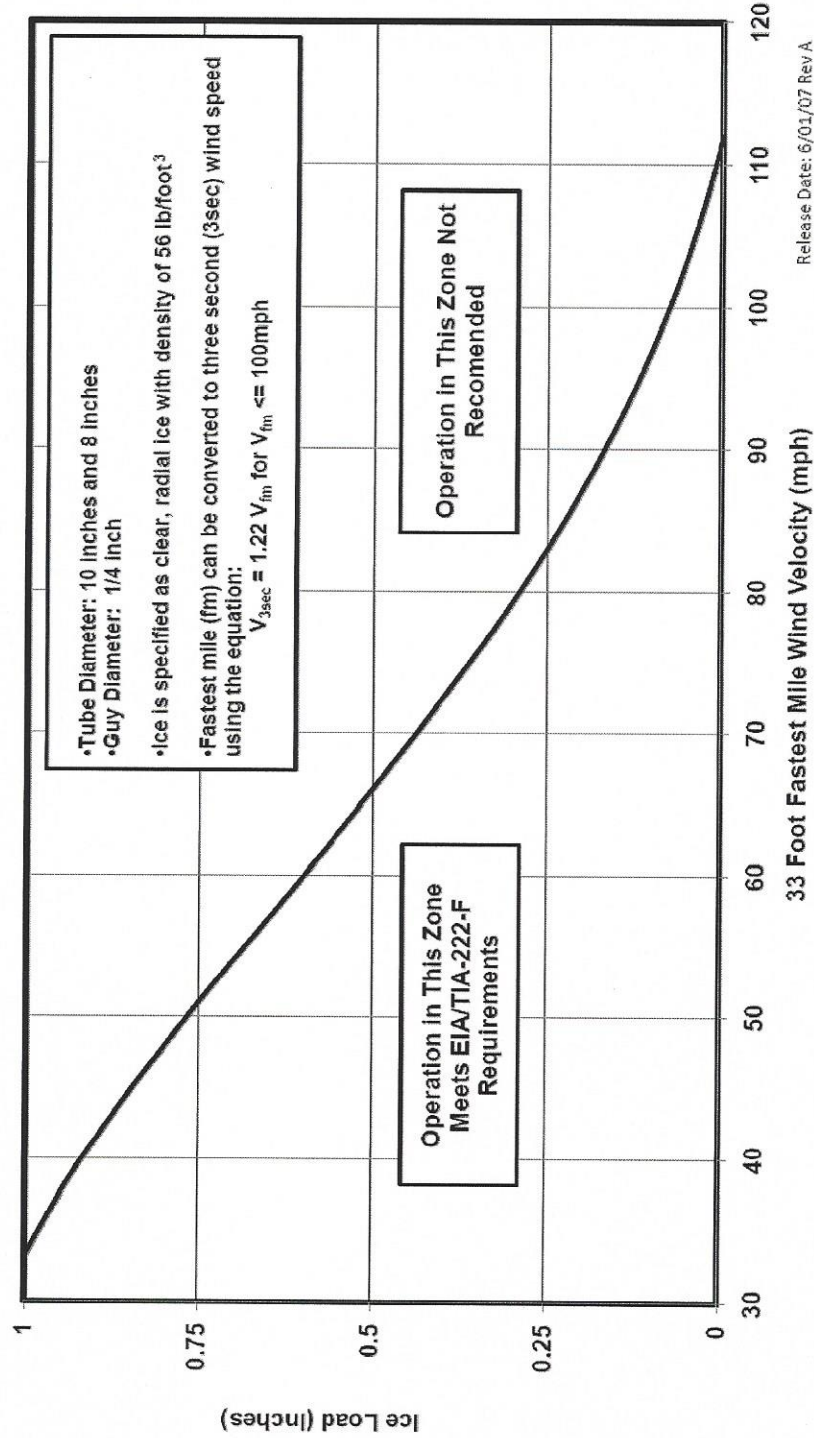


**60m XHD with
Standard Footprint**

Site Layout



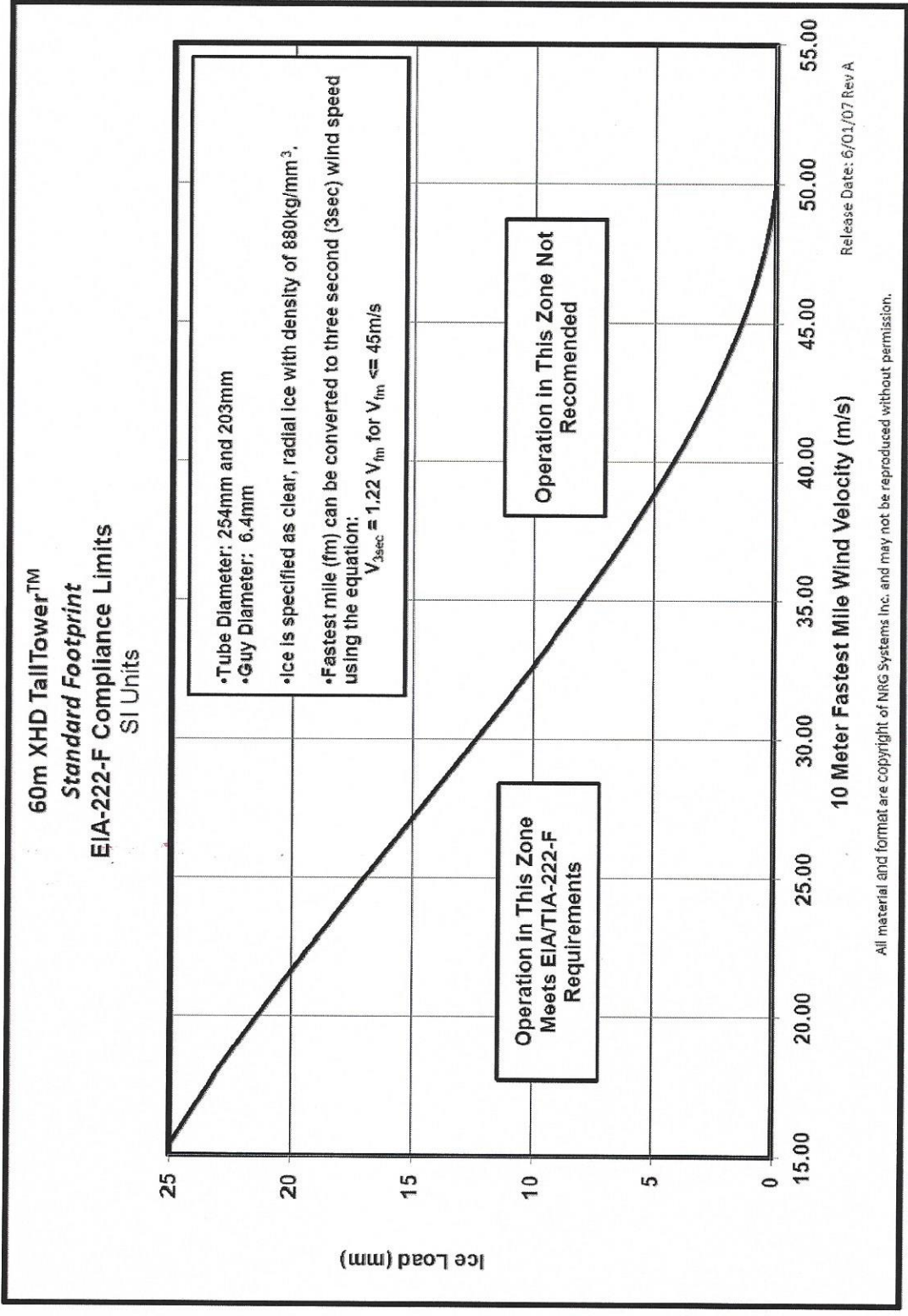
**60m XHD TallTower™
Standard Footprint
EIA-222-F Compliance Limits**
Imperial Units



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60m XHD with Standard Footprint

Code Compliance Curve – SI Units



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60m XHD with Standard Footprint

Stamped Drawing

Materials						
Item	Outer Diameter	Wall Thickness	Description	Yield Strength	Breaking Strength	Corrosion Protection
1	10 inch 254 mm	0.089 inch 2.51 mm	MT 1020	45.0 ksi 310 MPa	N/A	Hot Dipped Galvanized
2	6 inch 203 mm	0.085 inch 2.41 mm	MT 1020	45.0 ksi 310 MPa	N/A	ASTM 653
3	10-8 inch faner 254-203 mm	0.109 inch 2.8 mm	MT 1015	45.0 ksi 310 MPa	N/A	
4	0.25 inch 6.35 mm	N/A	7x19 Galv Aircraft	N/A	7000 lb 31.1 kN	Galvanized

Reactions and member forces										
	No ice		6.4mm (1/4") ice		12.7mm (1/2") ice		19 mm (3/4") ice		25 mm (1") ice	
	Imperial	SI	Imperial	SI	Imperial	SI	Imperial	SI	Imperial	SI
10 m (33 feet) wind velocity (Fastest mile)	111 mph	49.6 m/s	83 mph	37.1 m/s	66 mph	29.5 m/s	51 mph	22.8 m/s	33 mph	14.8 m/s
Top of tower wind velocity (Fastest mile)	143 mph	64.1 m/s	107 mph	47.8 m/s	85 mph	38.1 m/s	66 mph	29.4 m/s	43 mph	19.1 m/s
Racial ice thickness	0 in	0 mm	0.25 in	6.35 mm	0.50 in	12.7 mm	0.75 in	19.1 mm	1.00 in	25.4 mm
Inner guy anchor force (angle from horizontal)	4.2 kLb 23"	18.7 kN 44°	2.4 kLb 22"	10.7 kN 22°	2.2 kLb 22"	9.7 kN 22°	2.1 kLb 20"	9.3 kN 20°	2.1 kLb 18"	9.2 kN 18°
Middle guy anchor force (angle from horizontal)	3.5 kLb 37"	15.7 kN 37°	2.4 kLb 36"	10.6 kN 36°	2.2 kLb 35"	9.7 kN 35°	2.2 kLb 34"	10.0 kN 34°	2.2 kLb 32°	9.9 kN 32°
Outer guy anchor force (angle from horizontal)	5.1 kLb 45"	22.7 kN 45°	4.2 kLb 44"	18.7 kN 44°	3.8 kLb 43"	16.7 kN 43°	3.0 kLb 42"	13.4 kN 42°	2.6 kLb 40°	11.8 kN 40°
Tower base force (horizontal- during erection)	5.2 kLb	23.1 kN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tower base force (vertical)	12.2 kLb	54.5 kN	16.6 kLb	73.9 kN	18.6 kLb	82.6 kN	19.9 kLb	88.5 kN	22.1 kLb	98.2 kN
Erection anchor force (Note K) (angle from horizontal)	7.2 kLb 44°	32.0 kN 44°	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum guy tension	2.8 kLb	12.6 kN	2.4 kLb	10.7 kN	2.2 kLb	9.8 kN	1.7 kLb	7.5 kN	1.5 kLb	6.9 kN
Maximum tower tube stress (compression)	15.1 ksi	104 MPa	11.5 ksi	79 MPa	11.0 ksi	76 MPa	8.9 ksi	62 MPa	8.3 ksi	58 MPa
Maximum tower tube stress (tension)	13.9 ksi	95.8 MPa	6.2 ksi	43 MPa	4.1 ksi	29 MPa	2.6 ksi	18 MPa	1.1 ksi	7 MPa
Maximum tower tube moment	75 in-kLb	8.4 kN-m	37 in-kLb	4.2 kN-m	28 in-kLb	3.2 kN-m	19 in-kLb	2.2 kN-m	9.9 in-kLb	1.1 kN-m
Maximum tower tube axial load	12.2 kLb	54.4 kN	16.6 kLb	73.9 kN	18.6 kLb	82.6 kN	19.9 kLb	88.5 kN	22.1 kLb	98.1 kN
Maximum top deflection	32 inches	812 mm	26 inches	667 mm	23 inches	582 mm	12 inches	312 mm	6 inches	153 mm
Initial guy tension	0.18 kLb	0.8 kN	0.18 kLb	0.8 kN	0.18 kLb	0.8 kN	0.18 kLb	0.8 kN	0.18 kLb	0.8 kN

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	Initial release	1 July 2007	A. Booth
B	Revised erection anchor force. Added Note K	26 Apr 2010	A. Booth

Notes

A) Wind forces and allowable member loads are calculated using ANSI TIA/EIA-222-F, (1998), "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".
 B) Wind speeds are fastest mile wind velocity per EIA-222-F. EIA-222-F wind loading coefficients: $G=1.69$, $C_F=1.0$, $\alpha=27$.
 C) Fastest mile (fm) wind speed can be converted to an approximate three second (3sec) wind speed using the equation:
 $V(3sec) = 1.22 V(fm) \leq 100 \text{ mph}$
 D) Guy joint efficiency = 0.9 and the guy safety factor is greater than or equal to 2.0.
 E) An ANSYS large deflection FEA model using beam (Pipe16) and tension (Link10) elements with distributed wind load was used to calculate member forces and reactions.
 F) Tower allowable stress design per American Institute of Steel Construction (AISC), "Allowable Stress Design", 9th Ed. 1989, Chapter H, equations H1-1, H1-2.
 G) This tower design meets the structural requirements of EIA-222-F, sections 1.2, 3.6, for the given loading condition. This analysis does not apply to EIA-222-F sections 7.11, 12, 13.
 H) Foundation design must be considered separately and is not a part of this analysis. Foundation details must be approved for the specific application and site by a qualified professional.
 I) A locally qualified professional must determine the applicability of this analysis for the expected site conditions. Due to the lack of involvement in the siting or construction phase of this product at a specific location, liability is strictly limited to issues arising from negligence or willful misconduct by NRG or the professional engineer completing this analysis. No warranty, expressed or implied, is made concerning the suitability of this product for a given application or location.
 J) Given dimensions are nominal. Actual dimensions may vary.
 K) Erection forces are at zero wind speed and do not include any tower appurtenances.

Units notation

mm - Millimeters
 m - Meters
 m/s - Meters per second
 kN - 1,000 Newtons
 MPa - 1,000,000 Pascals
 kLb - 1,000 US pounds
 ksi - 1,000 US pounds per inch²
 mph - Miles per hour
 Ø - Diameter

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE:
 FRACTIONS DECIMALS ANGLES
 $\pm 1/16$ $\pm .030$ $\pm .015$
 $\pm .005$ $\pm .005$ $\pm 1'$
 DO NOT SCALE DRAWING

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF NRG SYSTEMS INC. AND MUST BE MAINTAINED IN CONFIDENCE. NO PORTION OF THE DRAWING MAY BE REPRODUCED OR USED WITHOUT THE EXPRESS PERMISSION OF THE COMPANY.

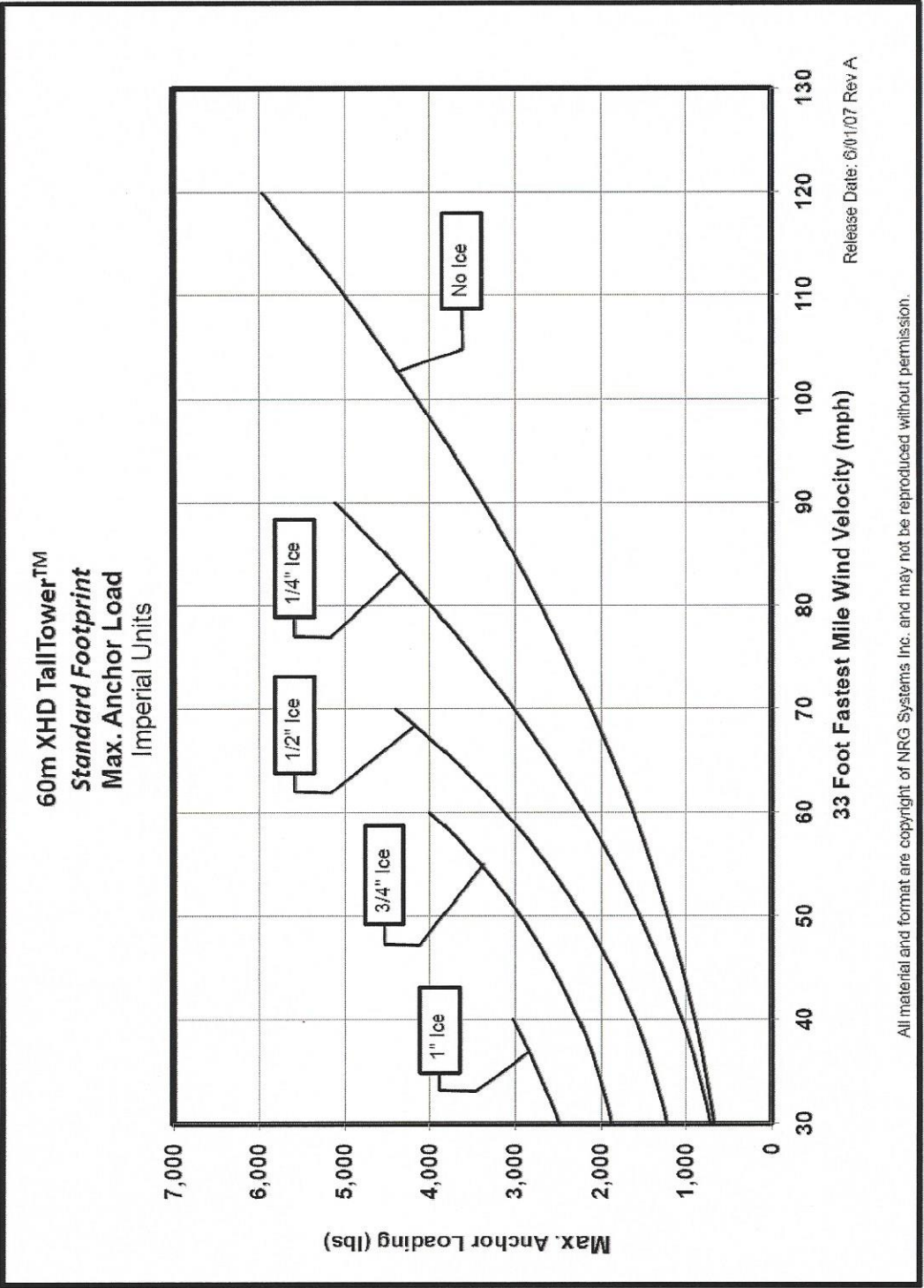
APPROVALS

DESIGNED	APB	DATE	07/01/07
CHECKED	EMR	DATE	09/27/07

NRG SYSTEMS INC
 110 RIGGS RD, HINESBURG, VT., 05481
 TITLE: 60(50)mHD_60m with Large Footprint
 254, 203 mm
 (10.0, 8.0 inch) diameter tube
 DRAWN: N4344
 SCALE: NTS
 SHEET: 1 of 1

60m XHD with Standard Footprint

Anchor Loads – Imperial Units



Release Date: 6/1/07 Rev A

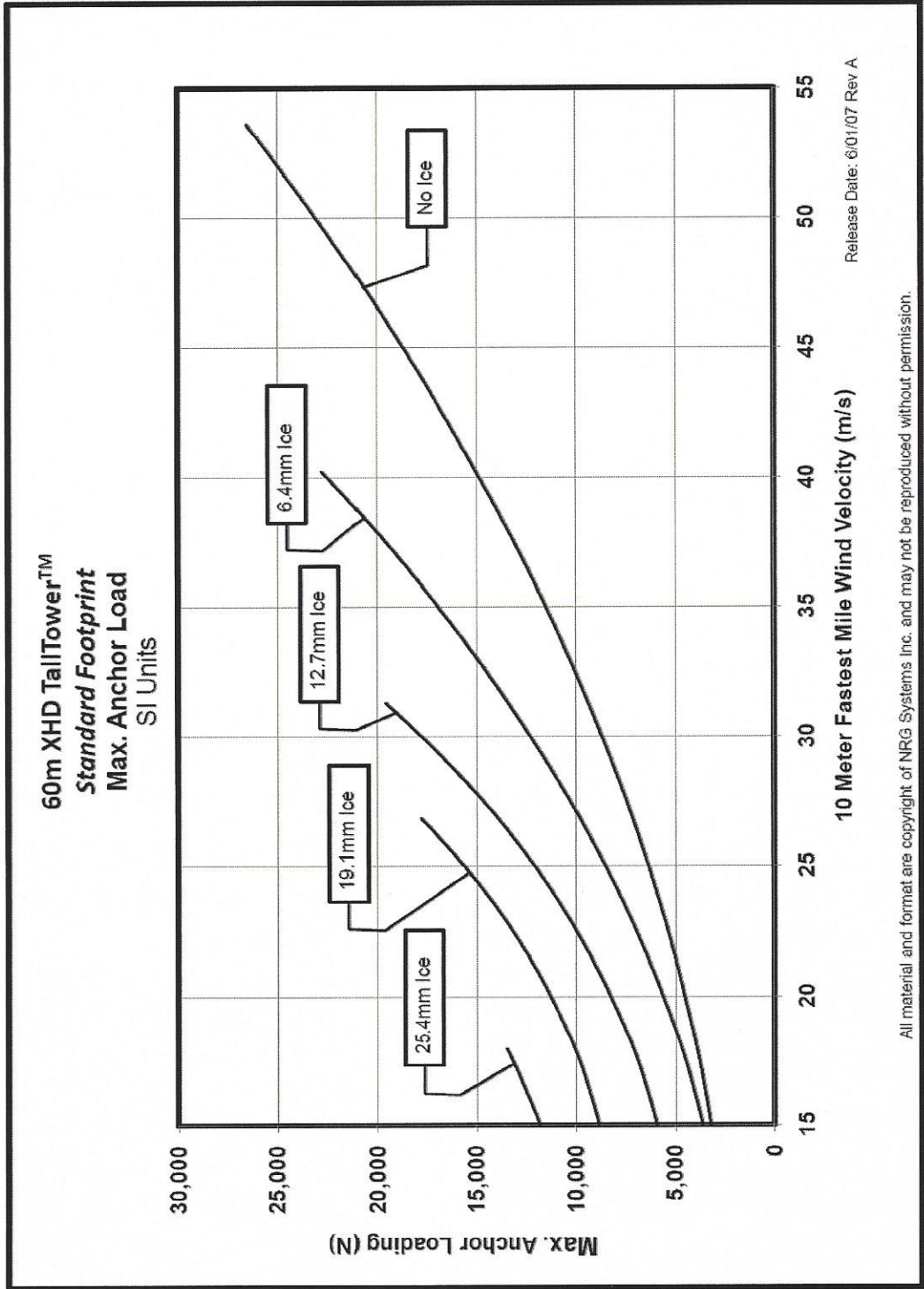
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60m XHD with
Standard Footprint

60m XHD with Standard Footprint

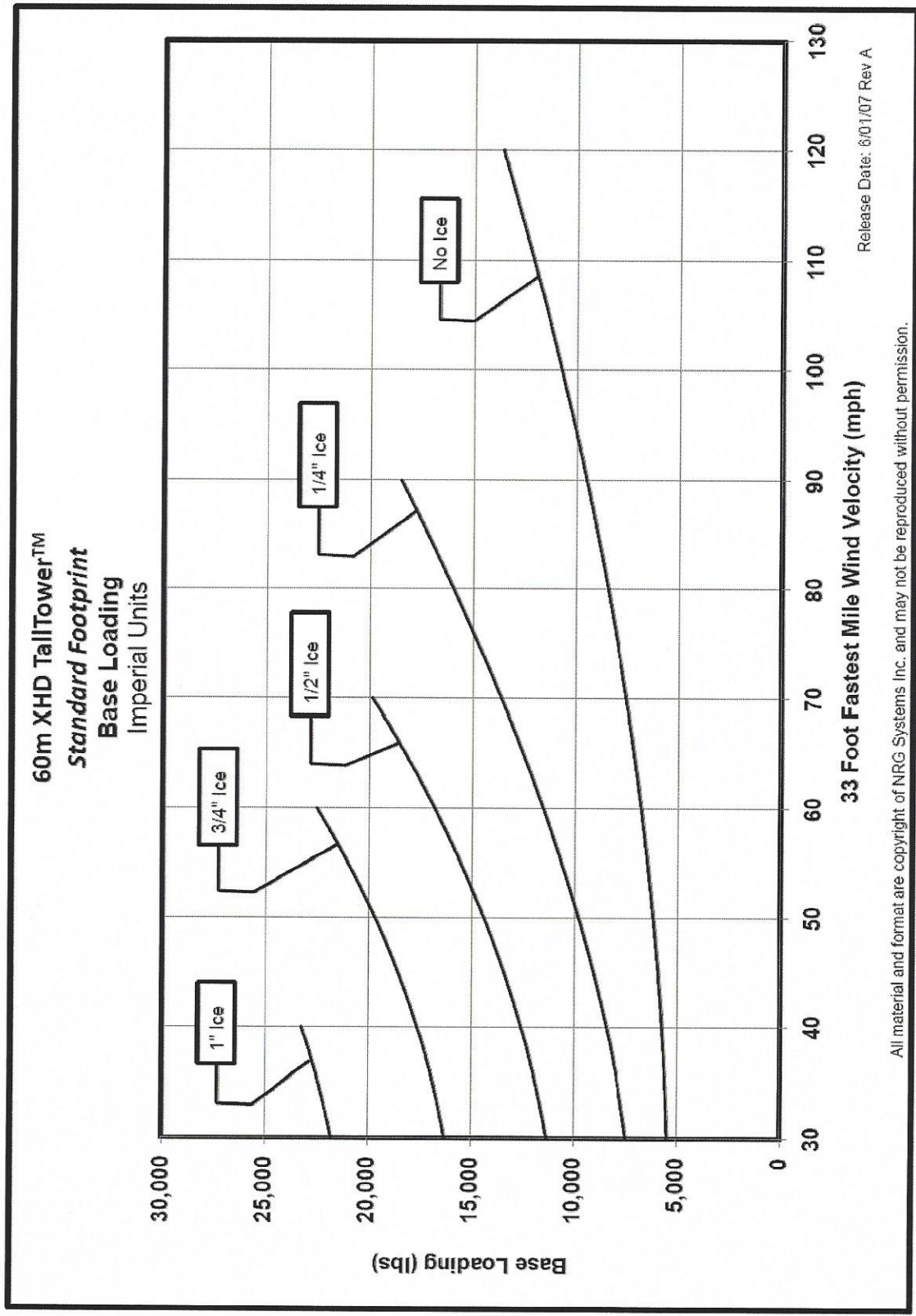
Anchor Loads – SI Units

(The loads shown on the graph apply to each of the anchors)



60m XHD with Standard Footprint

Base Loading Imperial Units

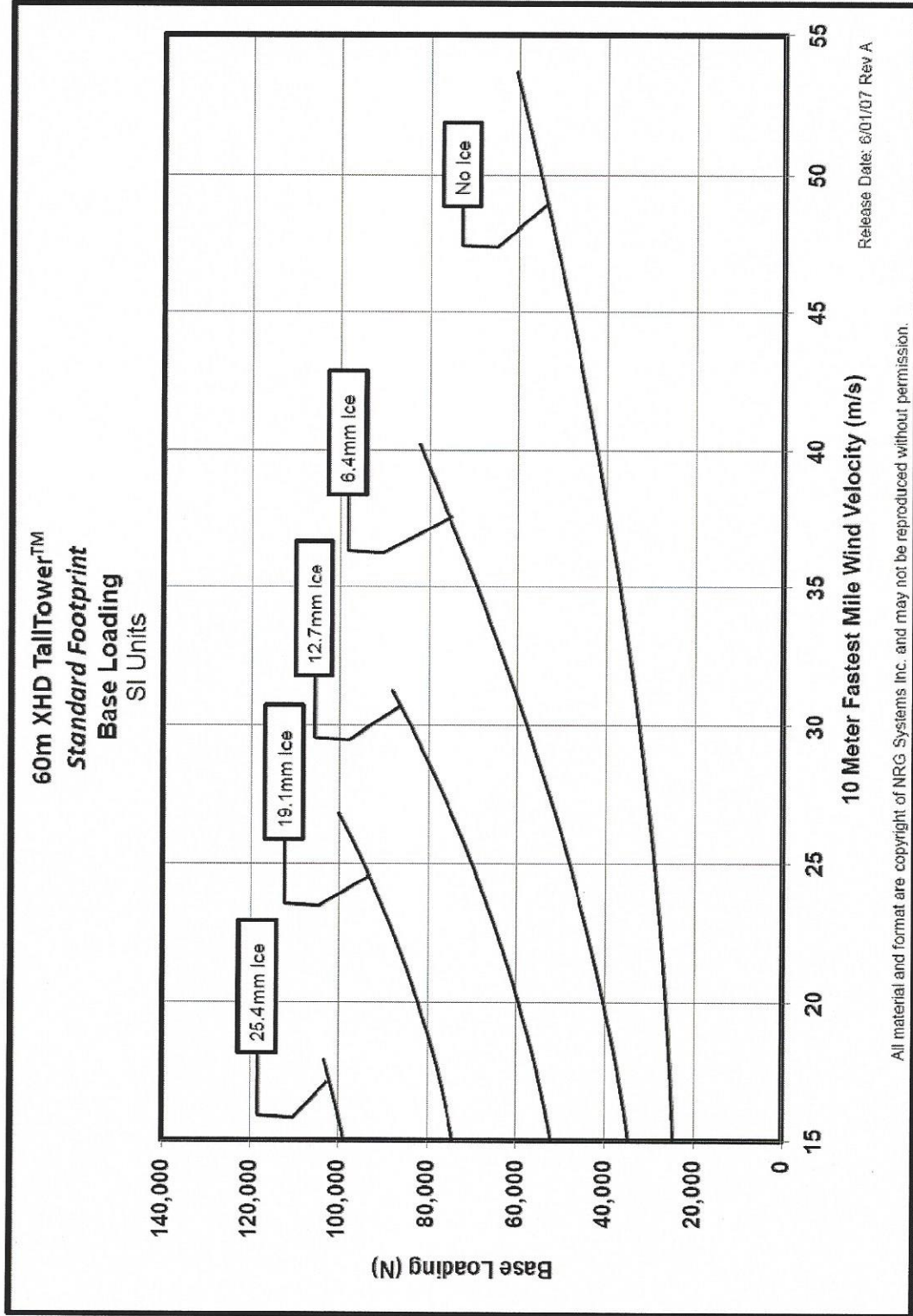


Release Date: 6/01/07 Rev A

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60m XHD with
Standard Footprint

Baseplate Loads – SI Units



Release Date: 6/01/07 Rev A

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Tower Erection Forces (tower only)

EIA-222-F wind velocity	Horizontal base reaction	Winch anchor reaction (b)
0 m/s (0 mph)	23.1 kN (5200 lbs.) (a)	32.0 kN (7200 lbs) @ 44° from Horizontal Load spread between the 3 anchors or 10.7 kN (2400 lbs) per anchor

Tower Erection Forces (with typical NOW System – 2 booms at 40 m, 3 booms at 50 m, 3 booms at 58 m, cables)

EIA-222-F wind velocity	Horizontal base reaction	Winch anchor reaction (b)
0 m/s (0 mph)	25.8 kN (5800 lbs.) (a)	35.6 kN (8000 lbs) @ 44° from Horizontal Load spread between the 3 anchors or 11.9 kN (2667 lbs) per anchor

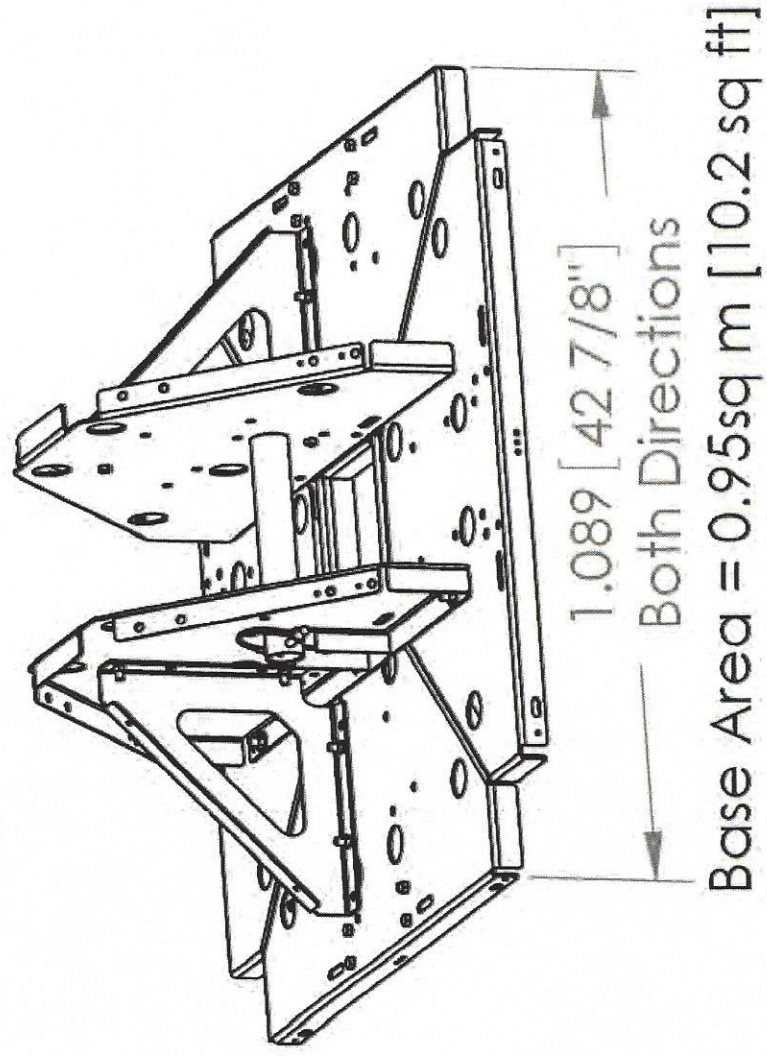
Notes:

- a) The maximum horizontal reaction occurs when the tower is just off the ground.
- b) Maximum force on the winch anchor during tower erection (occurs when tower is just above the ground).
- c) These values assume no safety factor.

60m XHD with
Standard Footprint

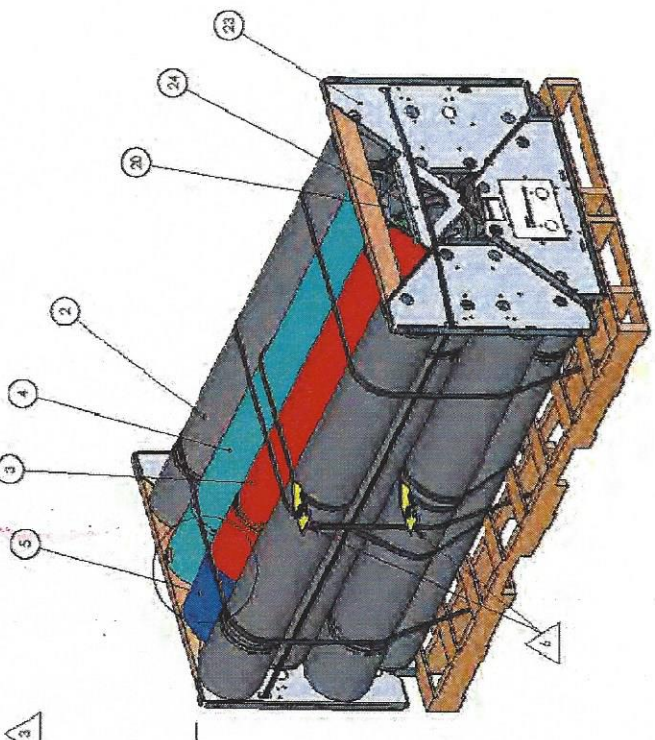
Baseplate

Geometry



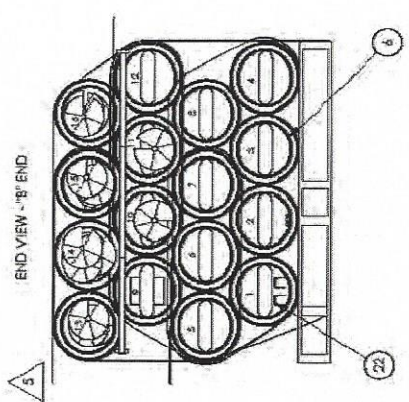
Item	P/N	Description	QTY	LOC
1	S2027	Ground Wire	1	A15
2	S3941	Full Length 10" Dia. Tube	14	A1-A13/A16
3	S3942	Short 10" Dia. Tube	1	B14
4	S3936	10" Dia. Drilled Base Tube	1	A15
5	S3901	10" to 8" Transition	1	A14
6	S3943	8" Dia. Tube	15	A1-A13/A15/A16
7	S3979	Level 1 Guy Assy	3	B9-B11
8	S3980	Level 2 Guy Assy	3	B5-B7
9	S3981	Level 3 Guy Assy	3	B1-B3
10	S3982	Level 4 Guy Assy	3	A11-A13
11	S3983	Level 5 Guy Assy	3	A5-A8
12	S3984	Level 6 Guy Assy	3	A2-A4
13	S3985	Level 1 Lifter Assy	1	B-12
14	S3986	Level 2 Lifter Assy	1	B8
15	S3987	Level 3 Lifter Assy	1	B4
16	S3988	Level 4 Lifter Assy	1	A9
17	S3989	Level 5 Lifter Assy	1	A5
18	S3990	Level 6 Lifter Assy	1	A1
19	S1404	Screw-in Anchor	15	A10/A11/A13/A16
20	S3996	10" Guying	2	ENDS
21	S3959	Ground Rod	3	B2
22	S4040	Baseplate Stiffener	2	B1
23	S3912	Baseplate	6	ENDS
24	S3916	Baseplate Gusset	2	ENDS
25	S2050	8" Guying	4	A14
26	S4059	Hardware Kit (See Table Below)	1	A9

Item	P/N	Description	QTY
1	S1518	3/8" x 1 1/2" Bolt w/ Nut	33
2	S1525	Ground Rod Clamp	3
3	S1596	1/4" Wire Rope Clip	78
4	S2703	Hose Clamp	2
5	S2814	Washer	12
6	S3999	CD-ROM Manual and Software	1
7	S3693	CD Information Sheet	1
8	S3906	Pivot Pipe	1
9	S3907	Quick Release Pin	2
10	S1524	1/4" x 3/4" Self Drilling Screw	4
12	S4041	Umphahl Doubler	2

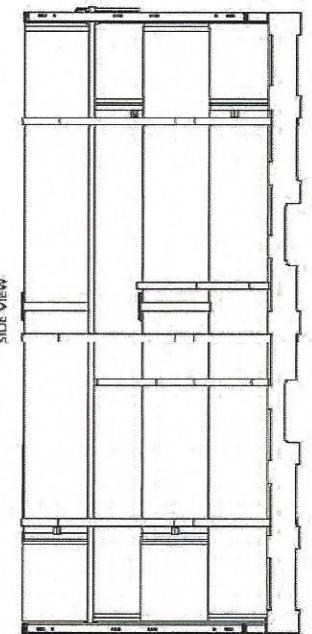


- NOTES:**
1. TRANSITION BASE TUBE & 8" TUBE REMOVED IN
 2. 8" CUT RINGS FOR CLARITY OF TRANSITION
 3. GROUND WIRE INSIDE OF 8" TUBE
 4. BASEPLATE & ANCHOR TOP UP PIPES
 5. VIEWS A&B FOR CLARITY
 6. THREE INNER BANDS CLEARLY MARKED "DO NOT CUT WITH HIGH-VISIBILITY INTERNATIONAL SYMBOL"

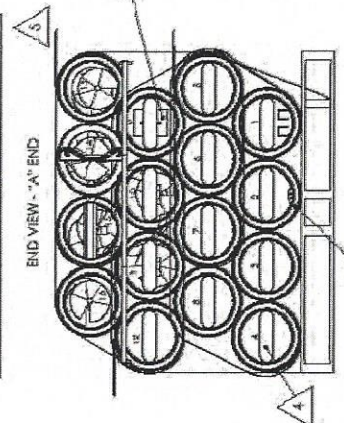
DETAIL A
SCALE: 1:4



END VIEW - "B" END



SIDE VIEW



END VIEW - "A" END

NRG SYSTEMS
 NRG SYSTEMS, INC.
 15775 W. 10th Ave., Suite 100
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 WWW: www.nrgsystems.com

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Lighthouse Wind, LLC

Orleans County, New York

Dear Town of Yates Board,

I write to you regarding the application by Lighthouse Wind, LLC to the Town of Yates Board on January 11, 2016 for a special use permit resolution to grant Lighthouse Wind, LLC the right to install a meteorological tower on parcel 12.-1-16.21 owned by Dick & Barbara Austin, at the NE corner of W Yates Center Rd & Route 269.

Lighthouse Wind, LLC guarantees that a decommissioning bond in the amount of \$10,000 shall be issued upon issuance of the Special Use Permit sought, and shall remain in effect for the entire duration that the permitted Met Tower is installed.

Furthermore Lighthouse Wind, LLC guarantees that at least 30 days prior to the expiration of the bond described above, it shall provide proof of a second substantively identical bond or the extension of aforementioned bond to carry out the remainder of the anticipated 24 month special use permit granted by the Town of Yates Board for the Met Tower.

Taylor Quarles
Development Manager
Lighthouse Wind, LLC



ANEMOMETRY SPECIALISTS, INC.
WIND AND RENEWABLE ENERGY SERVICES

Scotty Price
Anemometry Specialists, Inc.
102 S. Main Street
Alta, IA 51002

APEX CLEAN ENERGY
3104TH St. NE, Suite 200
Charlottesville, VA 22902

01/11/2016

To Whom It May Concern,

Anemometry Specialists, Inc. (ASI) located in Alta, Iowa who has operated for the past thirteen years as the leading meteorological tower installers in the United States has prepared an estimate to remove one Renewable NRG Systems 60m XHD TallTower located in Yates, NY (NY_Austin) for APEX CLEAN ENERGY. The proposed price for the project is \$7,892.50. The price is based on current U.S. Pricing and is derived from the combination of years of experience in the field working with the largest developers around the world. The pricing is a total turnkey removal services which includes mileage expenses, per diem for lodging and meals, labor for three field technicians, removal equipment rental, and project management fees. Anemometry Specialists' pricing has been stable for the previous five years and our company expects that the pricing will remain steady over the next two to three years with the only perceived increase being for inflation around 3% per year for the next two years equaling a future removal cost of \$8,366.06. Attached is the quote for the removal from ASI.

Kindest Regards,

Scotty Price, Vice President
Anemometry Specialists, Inc.
102 S. Main Street
Alta, IA 51002
712-200-2281
scottypri@anemometry.com

Attachments:

TA 15041503 Dated January 11, 2016

102 S. Main Street, Alta Iowa 51002 (712) 200-2281

Task Agreement - Scope of Work

Drew Silverman
 Apex Clean Energy, Inc.
 310 4th Street, Suite 200
 Charlottesville, VA 22902
 (434) 220-6343 drew.silverman@apexcleanenergy.com



TA 16011103
 January 11, 2016

RE: Decommission of (1) 60m Towers in Yates, NY (Orleans County)

Equipment: Anemometry Specialists agrees to bill:

\$ -	Total Equipment Cost.	*State and/or local taxes will be added to the invoice if applicable.

Scope of Work: Anemometry Specialists agrees to bill: * Final invoice will reflect actual time traveled and on-site hours.

\$ 7,892.50		Lighthouse - NY_Austin (Orleans County, NY) The Scope of Work costs includes the following: Transportation (mileage) of Crew/Installation Equipment to Site, Rental of Skid Steer, Fastening materials (nuts, bolts, hardware & tape), Project Management Fee (per tower), Per Diem and Lodging Accommodations for Technicians. * The SOW Pricing is based on a minimum charge of 8.5 hours per tower, any additional time onsite will be invoiced at ASI's standard crew rate.
\$ 7,892.50	Total Scope of Work Costs	*State and/or local taxes will be added to the invoice if applicable.
\$ 7,892.50	Subtotal of Equipment and Scope of Work Costs.	

Estimated Down Payment:

\$ -		100% of Total Equipment Costs.
\$ -	Estimated Down Payment	State and/or local taxes will be added to the invoice if applicable.

This Task Agreement pricing is based on the MSA entered into on July 23, 2013, as amended by Amendment No. 1 dated as of June 1, 2014, and as further by Amendment No. 2 dated as of December 1, 2014, between Apex Clean Energy Management, LLC and Anemometry Specialists, Inc.

On behalf of:
 Apex Clean Energy, Inc.
 310 4th Street, Suite 200
 Charlottesville, VA 22902

On behalf of:
 Anemometry Specialists Inc.
 102 South Main Street
 Alta, IA 51002

_____ Date _____

_____ Date _____

Optional Equipment/Services not included in rate: **Initial and place the quantity by the item requested**

Initial	Quantity		
_____	_____	Fencing on one side of anchor points and base using cattle panels	\$ 1,600.00
_____	_____	Fencing using cattle panel boxing in anchor points and base	\$ 2,200.00
_____	_____	FAA Painting (paint applied to top 35 feet of tower)	\$ 500.00
_____	_____	(1) set of extra anchors (four per set) *recommended for areas of icing.	\$ 580.00
_____	_____	Clearing of site (Determined at Site)	\$ 500.00 per hour
_____	_____	MR88 anchors with installation	\$ 1,650.00 per site
_____	_____	Rock Drilling (Determined at site)	\$ 300.00 per hole
_____	_____	21" Aviation Balls (4/tower)	\$ 498.00 per tower
_____	_____	8" screw-in anchor with installation	\$ 95.00 per anchor
_____	_____	10" screw-in anchor 66" in length with installation	\$ 115.00 per anchor
_____	_____	10" screw-in anchor 96" in length with installation	\$ 150.00 per anchor
_____	_____	Red Solar Obstruction Light	\$ 750.00

Spring and Fall Tower Maintenance and Inspection: ASI will make two site visits within thirteen (13) months of the installation of a tower to perform tower maintenance and inspections. The Spring visit will occur between March 15th and May 1st, the Fall visit will occur between July 15th and November 30th. The actual date of the site visit will be scheduled at the discretion of ASI, subject to prior notice to the Client.

Please provide Maintenance and Inspection:

Signature _____
Date

Exceptions, Additional Matters, and Guarantees: This estimate is for a typical installation on flat, level, clear ground (340' x 340'), with "normal soil" conditions that allows for screw-in anchors. Anemometry Specialists will install screw-in anchors and equipment to manufacturer's specifications. This bid does not include the cost for drilling, concrete or for a subcontractor needed to complete the anchor installation. If screw-in anchors can not be used the client will be notified immediately. We will then, at our discretion determine the best method for resolving these issues and will bill on a time and materials basis plus any additional per diem. Any materials necessary for installation of met site not listed, such as fencing, special anchors, aviation markers, etc. will be invoiced separately at the time they are ordered from the vendor.

This bid is the cost of the installation; but the final invoice will reflect actual time traveled and on-site hours. The following exceptions may apply:

1. Exceptions:

- A. Work Disruptions:** Any full day of work missed due to any of the following will be billed at \$1,200 per day. Should any of the following occur the client will be notified immediately.
 - 1) Permitting issues
 - 2) Equipment not being on site (If Anemometry Specialists does not procure equipment).
 - 3) Equipment damaged due to shipping
 - 4) Landowner issues that impede our installation
 - 5) If the site is not accessible with a four wheel drive pickup truck
 - 6) If the site is not cleared for installation, i.e. trees, snow
 - 7) Dangerous work conditions including but not limited to crane temperature and wind limits.
 - 8) Change Orders
 - 9) If Satellite iPack(s) are not used, additional charges may apply if iPack communication causes delays during installation.

B. Access by 4 Wheel Drive Truck

If the site is not accessible by 4 Wheel Drive Truck you will be billed for travel time & mileage for any additional trips to site. Should a site not be accessible by four wheel drive truck Anemometry Specialists will inform the client of these conditions. We will then, at our discretion determine the best method for resolving the issue and bill the client on a time and materials basis plus any additional per diem.

C. Site Clearing

Should a site need clearing, Anemometry Specialists, Inc. will inform the client of these conditions. We will then, at our discretion determine the best method for resolving the issue and bill the client on a time and materials basis plus any additional per diem.

2. Additional Matters: The Client agrees to the following:

- A. Pay Anemometry Specialists' invoice(s) within 30 days of invoice date. All invoices not paid within 30 days will accrue interest at 2% per annum.
- B. Set up all cellular/satellite accounts and email accounts prior to our arrival on site.
- C. Have all anemometry equipment on site before we arrive. (If Anemometry Specialist, Inc. does not procure the equipment).
- D. Provide all contact information for landowners where towers will be picked-up and where the towers will be located.
- E. Acquire all permits necessary for installation.
- F. Have permission from the landowner in writing for the installation of each tower.
- G. Provide exact coordinates and directions to each tower site.
- H. Communicate at least three days prior to our departure for installment of test equipment any extra work required, i.e. fencing.
- I. Provide information on logger programming, landowner contact, tower installation location, tower equipment location prior to our departure for the installation.
- J. Safety precautions do not allow anyone to visit within 300 feet of site location.
- K. Have all utility locates done within one week of installation. Confirmation of locate will be needed before installation.
- L. Pay Anemometry Specialists' equipment invoice before the equipment orders is placed with the vendor.
- M. New clients will be required to pay one half of the installation cost as a down payment.

3. Guarantees:

Anemometry Specialists will guarantee our workmanship for ninety (90) days from date of installation. This, however, excludes acts of God, i.e. severe ice, tornado and electro static discharge. This also excludes acts caused by animals and landowners or vandalism.

Initials _____ Date _____

ANEMOMETRY SPECIALISTS
GENERAL TERMS AND CONDITIONS OF SALE

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ANEMOMETRY SPECIALISTS's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ANEMOMETRY SPECIALISTS of the order, or Purchaser's acceptance of ANEMOMETRY SPECIALISTS's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ANEMOMETRY SPECIALISTS being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ANEMOMETRY SPECIALISTS hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ANEMOMETRY SPECIALISTS ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ANEMOMETRY SPECIALISTS under the order.

2. Prices.

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Anemometry Specialists will provide 30 days notice of rate changes.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ANEMOMETRY SPECIALISTS or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ANEMOMETRY SPECIALISTS a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ANEMOMETRY SPECIALISTS's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ANEMOMETRY SPECIALISTS's additional cost.

3. Payment.

- (a) Unless specified to the contrary in writing by ANEMOMETRY SPECIALISTS, payment terms are net cash, payable without offset, in United States Dollars, 15 days from date of invoice by wire transfer to the account designated by ANEMOMETRY SPECIALISTS in the Proposal.
- (b) If in the judgment of ANEMOMETRY SPECIALISTS the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ANEMOMETRY SPECIALISTS may require payment in advance, payment security satisfactory to ANEMOMETRY SPECIALISTS, or may terminate the order. If delivery is delayed by Purchaser, payment shall be due on the date ANEMOMETRY SPECIALISTS is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser shall only be obligated to pay for conforming installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ANEMOMETRY SPECIALISTS's attorneys' fees and court costs incurred in connection with collection.

4. Changes.

- (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ANEMOMETRY SPECIALISTS and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ANEMOMETRY SPECIALISTS may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ANEMOMETRY SPECIALISTS shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Warranties and Remedies.

- (a) **Services Warranty.** ANEMOMETRY SPECIALISTS warrants that Services shall be free of defects in workmanship. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) **Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and written notice of such nonconformity is provided to ANEMOMETRY SPECIALISTS promptly after such discovery and within the applicable Warranty Remedy Period, ANEMOMETRY SPECIALISTS shall, at its option, (i) re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ANEMOMETRY SPECIALISTS promptly after discovery and within the original Warranty Remedy Period applicable to such Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ANEMOMETRY SPECIALISTS will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ANEMOMETRY SPECIALISTS'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

6. Limitation of Liability.

- (a) In no event shall either party, its suppliers or subcontractors be liable to the other party for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ANEMOMETRY SPECIALISTS's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.
- (b) In no event, regardless of cause, shall ANEMOMETRY SPECIALISTS be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

7. Laws and Regulations. ANEMOMETRY SPECIALISTS does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ANEMOMETRY SPECIALISTS assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ANEMOMETRY SPECIALISTS for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of Iowa, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Iowa law with respect to conflicts of law. Purchaser agrees that all causes of action against ANEMOMETRY SPECIALISTS under this Agreement shall be brought in the State Courts of the State of Iowa, or the U.S. District Court for Iowa. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

8. Force Majeure. ANEMOMETRY SPECIALISTS shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ANEMOMETRY SPECIALISTS for such delay.

9. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges limited to all costs identified to the order incurred prior to the effective date of notice of termination.

10. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ANEMOMETRY SPECIALISTS of Purchaser's written notice specifying such default, ANEMOMETRY SPECIALISTS shall have failed to initiate and pursue with due diligence correction of such specified default.

11. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ANEMOMETRY SPECIALISTS shall be void.

12. Entire Agreement. This Agreement constitutes the entire agreement between ANEMOMETRY SPECIALISTS and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ANEMOMETRY SPECIALISTS and Purchaser other than those set forth herein or herein provided.

Initials _____ Date _____