CITY PLAN COMMISSION

Cranston City Hall
869 Park Avenue, Cranston, RI 02910

Draft Meeting Minutes

Wednesday, April 19th, 2023 – 5:30PM

3rd Floor - City Council Chamber, 869 Park Avenue, Cranston RI

CALL TO ORDER

Chairman Smith called the meeting to order at 5:37 p.m. in the Council Chamber, 869 Park Avenue.

The following Commissioners were in attendance for the meeting: Chairman Michael Smith, Thomas Barbieri, Robert Coupe, David Exter, Steven Frias, Kathleen Lanphear, Lisa Mancini, Justin Mateus, and Thomas Zidelis. No Commissioners were absent.

The following Planning Department members were in attendance: Jason M. Pezzullo, AICP, Planning Director; and Alexander Berardo, Planning Technician.

Also attending: Steve Marsella, Esq., Assistant City Solicitor.

SUBDIVISIONS AND LAND DEVELOPMENTS

- **Champlin Hills** **Informational** (no vote taken)
  PRE-APPLICATION – Major Amendment to a recorded major land development
  Major Land Development w/o street extension
  Multi-family residential - 90 total units (18 new units) and associated amenity clubhouse
  Scituate Avenue (southerly side)
  AP 20/4, Lots 2112, 2116 and 2117

Chairman Smith reminded the Commission that no vote would be taken on the matter, as it is a pre-application informational hearing, and invited Dave Taglianetti, VP of Development for the Carpionato Group, to share the development concept on behalf of the applicant team.

Mr. Taglianetti distributed some sheets of paper to the Commission to show the original plan for the Champlin Hills development that had been approved in 2016 as well as the revised plan. He said the Carpionato Group completed about $1 million worth of site work in 2017 but put the project on hold after the bid numbers for construction came in higher than anticipated. The corporate restructuring that the company underwent after the death of Fred Carpionato and the COVID-19 pandemic both led to further delays. He said the applicant has engaged in value-engineering work since the Commission granted a one-year extension last year.

The value-engineering exercise led to several proposed changes, among them the proposed reuse of an existing house on-site as the development's Clubhouse, the elimination of a 5,000 ft^2 commercial component (a medical facility), and the removal of retaining walls and parking garages in favor of reconfigured surface parking areas. At the same time, the applicant is now proposing to add a new three-story, 18-unit multifamily

building to the project, which will bring the total number of residential units up from 72 to 90. Since the changes constitute a Major Amendment, Mr. Taglianetti said the project will need to go before the Commission for a new approval, this time with associated variances (a use variance for the Clubhouse and a dimensional variance for the multifamily building's height).

Mr. Frias advised that when he considers multifamily developments, he looks for details on the project's potential impacts to parking, traffic, schools, and its surrounding neighborhood, as well as whether or not it includes an affordable housing component. He asked the applicant to consider designating a portion of the residential units in the proposed multifamily building as affordable after Mr. Taglianetti confirmed that was not currently included in the proposal. Mr. Frias said he didn't foresee any parking issues since they were planning to provide two spaces per unit, but he felt it would be worthwhile for the applicant to conduct an updated traffic study since the previous study was completed in 2016. Mr. Taglianetti said he suspected the elimination of the commercial component and the addition of a new curb cut would result in a traffic reduction that would offset any growth that may have occurred since the 2016 study's traffic counts were done. Mr. Frias said he is concerned about how proposals impact school capacity and has gathered data from the school department on which apartment complexes in the City generate the most students, so he will be interested to hear what the projected impacts of this development will be. (When asked, Mr. Taglianetti said the breakdown of the residential units is still to be finalized, but it will be some mix of one- and two-bedroom units.) Finally, Mr. Frias said that he doesn't usually support use variances.

Ms. Lanphear echoed Mr. Frias' comments about use variances by noting that this type of variance has a higher bar to meet, especially when the Commission needs to consider how to balance the different elements of the Comp Plan in their decision on what recommendation to forward. She also expressed support for the inclusion of an affordable component to the proposal, noting that the exemption the Commission recently allowed for the Cranston Print Works development was a unique situation and should be considered the exception, not the rule.

Chairman Smith invited the public to speak, but none did, so the Commission thanked Mr. Taglianetti for his presentation and moved on to the next item.

- **"Natick Avenue Solar"** **PUBLIC INFORMATIONAL** (vote taken)
  MASTER PLAN - Major Land Development
  30 Acre / 8MW Solar Farm on 64-acre site
  Natick Avenue
  AP 22, Lots 108 and 119

  Continued from the March 20th, 2023 special City Plan Commission agenda

  PREVIOUS MASTER PLAN APPROVAL VACATED AND REMANDED BACK TO THE CITY PLAN COMMISSION FOR FURTHER PROCEEDINGS

Chairman Smith recalled where the discussion left off on March 20th and invited the applicant's blasting experts to offer their testimony before the public comment period was opened.

Andrew Dufore and Matthew Shaughnessy, of Maine Drilling & Blasting, both introduced themselves as the blasting experts retained by the applicant and 18-year employees of their company, which has worked on projects throughout the Eastern Seaboard. Mr. Dufore said they were familiar with the proposal and the existing site characteristics and offered to begin the presentation, which would touch on blasting safety, measuring ground/air response, and human perception of blasting, among other topics.

Mr. Dufore said the company conducts pre-blast planning and hazard assessment, which begins with a pre-blast condition survey, to take note of important infrastructure to factor into blasting plans (such as the Tennessee Gas pipeline). He added that another reason it is important to take stock of existing conditions is that vibrations can be perceived at 1/100th of the level that would be unsafe for a building, and many people will never notice cracks that have long been in their homes due to natural causes until after a blasting project has been conducted near their homes.

He showed a map with red areas indicating potential locations where rock removal will be necessary on the subject site. He said the company offers 250 feet from the farthest areas they expect blasting to occur through their pre-blast survey, and he observed that RI state law also requires them to notify any neighbors within 500 feet of a blast site. To ensure the blasting is conducted with all applicable regulations, the company reviews geotechnical data gathered from engineers and considers various factors that must be accounted for when designing the blast, which include location, distance to structures, geology, and vibration estimate calculations.

As for the blasting itself, Mr. Dufore said a pattern of holes are drilled into the ledge, loaded with explosives, and covered with 11,500lb mats made of recycled tires and steel rope to ensure rock cannot fly out of the blast zone. Each blast is coordinated with local officials and job site personnel through site security plans, which accounts for each sentry's management of their portion of the site (for example, some will control passing traffic in the area at the time of blast).

Mr. Dufore then discussed the ground response, which is vibration (seismic waves are created when the rock absorbs energy from the blast and they decay in intensity as they move further away from the blast site). The air response, which sounds like thunder and can occasionally be felt, is either expanding gas or the effect of displacement from debris that had been blasted.

Next, Mr. Dufore noted that companies need to apply for blasting permits through the state Fire Marshal's office, and in this case, the blasting company would need to follow additional protocols developed by Kinder Morgan – which are itemized in a checklist the applicant must complete – and receive an approval letter prior to conducting any blasting in proximity to the pipeline. Although not applicable to the Natick Solar proposal, Mr. Dufore added that blasting that occurs within 150 feet of a pipeline would also require a Tennessee Gas representative be on-site during blasting.

Finally, Mr. Dufore reviewed two nearby examples of Maine Drilling & Blasting's experience working near pipelines: the Citizens Bank campus in Johnston and a property in Farmington, CT. He then invited the Commission to pose any questions they might have.

Mr. Frias asked a series of questions. He first asked at what distance from a pipeline the company would not blast and at which vibration levels the company would determine blasting should not proceed. Mr. Dufore said they wouldn't blast any nearer than 20 feet away from a pipeline, but the vibration levels are a sliding scale (ultimately he said Rhode Island allows 2 inches per second above 40 hertz, which is intended to be safe for the weakest home construction material, and is twice as conservative as Kinder-Morgan's minimum standard).

Mr. Frias then asked how much notice the company provides prior to conducting blasting activities, to which Mr. Dufore said they like to first notify abutters a few weeks beforehand and offer them an opportunity to add their contact information to a notification list, which will allow them to be notified on a daily basis. Regardless of whether abutters participate in the voluntary notification program, the company ensures they are given 24 hours' advance notice as well.

Next Mr. Frias asked if Mr. Dufore recalled any details related to vibrations from the Johnston project (which he did not) and whether the soil and rock surrounding the pipeline on that site had factored into blasting plans. To the latter question, Mr. Dufore said the land is prepared in advance for blasting so site conditions are usually known well enough that additional samples don't need to be taken directly adjacent to the pipeline. He said test blasts are used to gather initial data and to observe the rock's response, both of which enable changes to be made to blasting plans as needed. The company also references Google Earth layers for topographical data and sometimes contacts people who have done prior site work.

Lastly, Mr. Frias asked if the company had ever encountered situations in which Tennessee Gas did not grant them permission to blast or if blasting had damaged a pipeline; Mr. Dufore said no to both. Mr. Frias then asked what form any potential blasting damage would take in a pipeline, to which Mr. Dufore

speculated it would probably appear as a crack caused by block displacement as opposed to vibration. Mr. Frias asked if the company had been in touch with Kinder-Morgan and knew their stance toward the project, but Mr. Dufore said they hadn't contacted them yet.

Ms. Lanphear asked how the company defines the term "structure" when designing a blast; Mr. Dufore said structures could be bridges, houses, pipelines, etc. She then asked to know the distances to the nearest structures in both local examples Mr. Dufore cited. He said the gas line was 159 feet away from the blast in the Johnston example, and although he couldn't recall a precise distance in the Farmington case, he knew it was closer (he estimated between 100 and 125 feet) and said the nearest structure was a house.

Solicitor Marsella asked if property owners would be notified if their structures fell within the blast radius (as opposed to instances where blast radii covered portions of their property lines, but not any structures on their properties). Mr. Dufore said yes, but added that Maine Drilling & Blasting encourages people to ask for their properties to be reviewed as part of pre-blast planning. Atty. Murray added that the applicant agrees with the blasting experts on erring on the site of providing more notice to (and engagement with) abutters.

Atty. Dougherty said he was unable to tell from the image displayed on the screen whether one of his clients' structures might fall within the blast radius; Atty. Murray offered to work with him afterward to review the map more closely.

After advising that all questions and comments must be directed through the Chair to ensure that they do not devolve into dialogue, Chairman Smith then opened the matter to public comment. The following individuals addressed the Commission:

- Alvin Reyes, representing IBEW Local 99, voiced the union's support for the project, citing Revity Energy as a key employer of union members and supporting both the local economy and ecological efforts through projects like these, which require little in municipal resources.
- Daniel Zevon, of 591 Natick Avenue, read aloud a comment he subsequently submitted for the record in writing, which is appended to these minutes.
- Khalil Gilmore, of 273 Pontiac Avenue, expressed support for the project as a union member and as a resident of Cranston. He asked that community members recognize the common goals that the City must work towards, even if it entails change.
- Doug Doe, of 178 Lippitt Ave, gave a presentation in which he explained his opposition to the project. He argued that the developer, which also constructed a solar project in Lippitt, was far more disruptive to the neighborhood and caused far more damage to the environment than it had portrayed during the application process, and therefore he took issue with the applicant's claim that solar developments represent temporary land uses. He further said that the solar ordinances were prepared by attorneys working for solar developers, and that the developers have seriously damaged their own credibility, primarily through their mishandling and downplaying of the blasting their projects entailed.
- Walter Lawrence, of 745 Natick Avenue, shared photographs he had taken of the pipeline when it was constructed and said the pipe is surrounded by large rocks, drill rods, and other items that are both polluting the local environment and pose a risk of rupturing the pipe if blasting disturbs the ground surrounding the pipe.
- Vincent Moses, of 826 Natick Avenue, read aloud a comment he submitted for the record ("Kindly Include This Message In The Record"), which is appended to these minutes. He also criticized Solicitor Marsella for speaking to Atty. Dougherty in an unprofessional manner during the previous meeting and questioned whether Maine Drilling & Blasting had ever been sued for damaging property.
- Jessica Salter, of 6 Vaughn Lane, read several lines from a section of a RIDEM document entitled "Freshwater Wetlands Program and Stormwater Construction Permitting Ground-

Mounted Solar Array Guidance" to argue that the Natick Solar proposal ran counter to RIDEM's advice for selecting appropriate sites for solar arrays. She further said that presenting solar projects as environmentally-friendly, when they involve clear-cutting and other environmental impacts, constituted "greenwashing."

- Jan Ragneau, of 1489 Hope Road, expressed a range of concerns over the negative impacts of previous solar developments in the City, the future environmental impacts that could result from the Natick Solar proposal, and asked the Commission to remember that the people who live nearby are the ones most impacted by the project. She further said solar panels would be better placed along I-295 than in Western Cranston, where they wouldn't alter the area's rural character.
- Carol Cooney, of 8 Eva Lane, said in her opinion as a 22-year resident of the surrounding neighborhood and a realtor specializing in residential sales, the Natick Solar project would affect real estate prices nearby. She added that buyers regularly ask if there are any developments coming to a neighborhood, and sometimes they walk away altogether once they hear there will be. Finally, she said the proposed buffer does not assuage her concerns about the project.
- Sengphet Thavadong, of 25 Valley View Drive, said that the impacts of high winds and flooding events in the area will be worsened by the construction of the Natick Solar project, pointing to the replacement of older telephone poles with higher ones to support another solar project as evidence. She also said the City should pursue housing development for the site because the state needs to produce more housing, while solar development benefits only the developer.
- Christy Moretti, of 595 Natick Ave, expressed opposition to the project (especially because it would entail clear-cutting) and said she didn't expect a solar farm to come to the area when she purchased her home.
- Rachel Clark, of 41 Woodcrest Court, opposed the project on the grounds that solar panels are unreliable generators of renewable energy; they are considered manufacturing facilities, which are incompatible uses when there are residential abutters; they create hazardous waste once they disintegrate; and the neighborhood will suffer as a result of the project while only the developer will gain.
- Phyllis Higney, of 39 Alden Drive in West Warwick, asked the Commission to consider that the area surrounding the proposed solar development is included in both a conservation district and a historic district, and the natural qualities of the area should not be sacrificed.
- Heather Thibodeau, of 137 Blackamore Ave, opposed the project on the grounds that the loss of trees (which absorb and filter groundwater) would adversely impact water quality.
- Mike Klitzner, of 1410 Hope Road, said the Hope Road solar installation plugged the pond that led to the Natick Falls and has no buffer, and he suspected the Natick Solar project would also be an eyesore, particularly because of the transmission lines that will have to follow local streets and necessitate further tree-cutting.
- Drake Patten, of 684 Natick Ave, read aloud the first 19 pages of a comment she submitted for the record ("Community Submission to the Cranston Planning Commission"), which is appended to these minutes.

Chairman Smith asked Atty. Dougherty if he wished to comment before allowing the applicant's attorneys an opportunity to respond to the public comments.

Atty. Dougherty distributed packets containing information on corporate entities who list their places of business as the subject property, saying that the Commission hasn't yet discussed the other uses currently occurring on the subject parcel, such as stockpiling of excavated material. He connected this matter to his previous argument that the Commission should be looking at the entire lot of record instead of only the leased area in which the solar farm would be built.

Regarding the blasting issue, Atty. Dougherty said his research indicated that Maine Drilling & Blasting had been in litigation for liability and damages during blasting. He asked if the company would be willing to excavate around the pipeline to confirm whether Mr. Lawrence's testimony regarding the backfill around the pipe is correct.

Atty. Dougherty further criticized Planning Staff providing the Commission with RI Superior Court's decision in the case of United States Investment & Development Corp. vs. Platting Board of Review of the City of Cranston as Exhibit G of the Staff Memo. He argued that it was intellectually dishonest to present it in the Natick Solar discussion as setting relevant case law for solar development's consistency with the Comp Plan; he further pointed to it as another example of the record being tainted with documentation from the proposal's initial round of hearings. Finally, Atty. Dougherty argued that the applicants did not have vested rights because their proposal had materially changed.

Atty. Dougherty also questioned whether Mr. Mateus was properly seated to vote on the matter. Solicitor Marsella then asked both Mr. Mateus (for whom it was his first Plan Commission meeting) and Ms. Mancini (who arrived a few minutes late during the previous Special Meeting on Natick Solar) to confirm they had read the records of those meetings, which both did.

Chairman Smith then announced the Commission would continue the matter to a future meeting. After some discussion, upon motion made by Mr. Zidelis, and seconded by Ms. Mancini, the City Plan Commission agreed to continue the discussion to another Special Meeting to be held on Wednesday, May 17th, at 5:30 p.m. in the City Council Chambers.

Mr. Frias asked that a transcript for the evening's meeting be provided to him as well as the other Commissioners as soon as it was completed, as it is a useful aid in meetings where large amounts of information are presented.

UPCOMING MEETINGS / ADJOURNMENT (vote taken)

- Tuesday, May 2nd, 2023, 6:30PM – **Regular City Plan Commission Meeting** – City Hall Council Chambers, 869 Park Avenue

Upon motion made by Mr. Exter, and seconded by Ms. Mancini, the City Plan Commission voted unanimously (9-0) to adjourn the meeting at 9:52 p.m.

To remove 27 acres of wooded property to build a solar farm requires careful consideration to disturb one of Cranston's Historic Neighborhood.

There are negative aspects to consider when building a solar farm in a neighborhood. Some potential negative impacts are:

Visual Impact: A solar farm can have a significant visual impact on a neighborhood, especially if it is large and located in a highly visible area. Some people may find the panels unattractive and feel that they detract from the natural beauty of the area. In my case only 10 or so feet from my property line.

I heard Revity's own people at our last meeting mention *"the impact on the neighborhood" "well maybe some of the abutters"*

I'm an abutter

From day 1 the Revity, Southern Sky and their legal teams and others have not been truthful or misleading. From the initial Church Meeting "Community Meeting" where I was informed personally by Mr. Ron Rossi In his kitchen to be prepared to fight the developer.

I asked 3 questions in that Church:

1. Telephone Poles

2. Gas Line
3. Distance from my Home to Solar Panels.

Land Use: Solar farms require a significant amount of land to be cleared, which can have negative environmental impacts on the local ecosystem. The clearing of land can also lead to habitat loss for local wildlife and disrupt local ecosystems. Clearing 27 acres of wooded property would have a significant environmental impact, including the loss of habitat for wildlife and the destruction of mature trees that play a vital role in carbon sequestration. The removal of trees and other vegetation would result in a loss of biodiversity, potentially impacting the local ecosystem's stability and resilience. 1. The decision to clear wooded property for a solar farm should also consider whether there are other suitable locations that would not have a significant impact on the environment or wildlife habitats.

Noise Pollution: Solar farms often require equipment such as inverters and transformers that can generate noise, which can be a nuisance for nearby residents. We heard how there will be no noise? We also heard about the "employment" this will bring. I thought we heard there will be no traffic?

Glare and Reflection: The shiny surfaces of solar panels can create glare and reflections that can be annoying and potentially dangerous for drivers or pilots of nearby aircraft.

These Transect lines they all confused us with. Where are the vantage points? They never came to my house, nor did they factor in 2nd floors or even the actual location of our home.

They mention a "well screened solar farm", well because of the Gas Line-which oh by the way Mr Rossi received upwards of $1m for, or perhaps the 1-2 acre Christmas tree farm which will not "well screen neighbors", or the wetlands or the fact that Mr Rossi only pays $764 in taxes for the entire 100 acre parcel.

Palumbo acknowledges the criticism about tree-clearing and says he sympathizes with neighbors who never would have expected that their homes would sit next to what he describes as "a sea of glass." But he cites the jobs his projects create and the advantages of developing local sources of energy in a state with no fossil fuel deposits. He is also adamant that there's a net benefit to the environment. "I wouldn't engage in the business of smokestacks," he says. "I believe in this."

Property Values: As you may have already heard. Some residents are concerned that a solar farm will decrease

property values in the neighborhood. Decreased property values= decreased taxes. While we're on this subject I wanted to bring up another matter that happened with regards to my Property. When going on-line to look up my property and tax detail, I noticed that my home of 25 years was now in the ownership of Ronald J Rossi. Upon looking at the title card it was signed by Mr Bob their lawyer. Then we get a threatening letter from Mr Nybo to my wife with false accusations. Information. Like the ones here today.

Maintenance and Decommissioning: Solar farms require regular maintenance and eventually, decommissioning. The decommissioning process can be complicated and may involve the removal of hazardous materials, which could pose risks to the environment and nearby residents.

Revity/Southern Sky have a 5 -ear history not the 25 year history we've heard about. A Simple Google search reveals a LOT.

In conclusion, the decision to remove 27 acres of wooded property to build a solar farm requires a careful consideration of the environmental impact and alternative options. It's important to strike a balance

between the need for renewable energy and the preservation of natural ecosystems.

TRANSMISSION VERIFICATION REPORT

TIME : 05/16/2018 02:05AM
NAME :
FAX :
SER.# : U63536L4F360262

DATE,TIME	05/16 02:04AM
FAX NO./NAME	4014311046
DURATION	00:01:07
PAGE(S)	02
RESULT	OK *
MODE	PHOTO ECM

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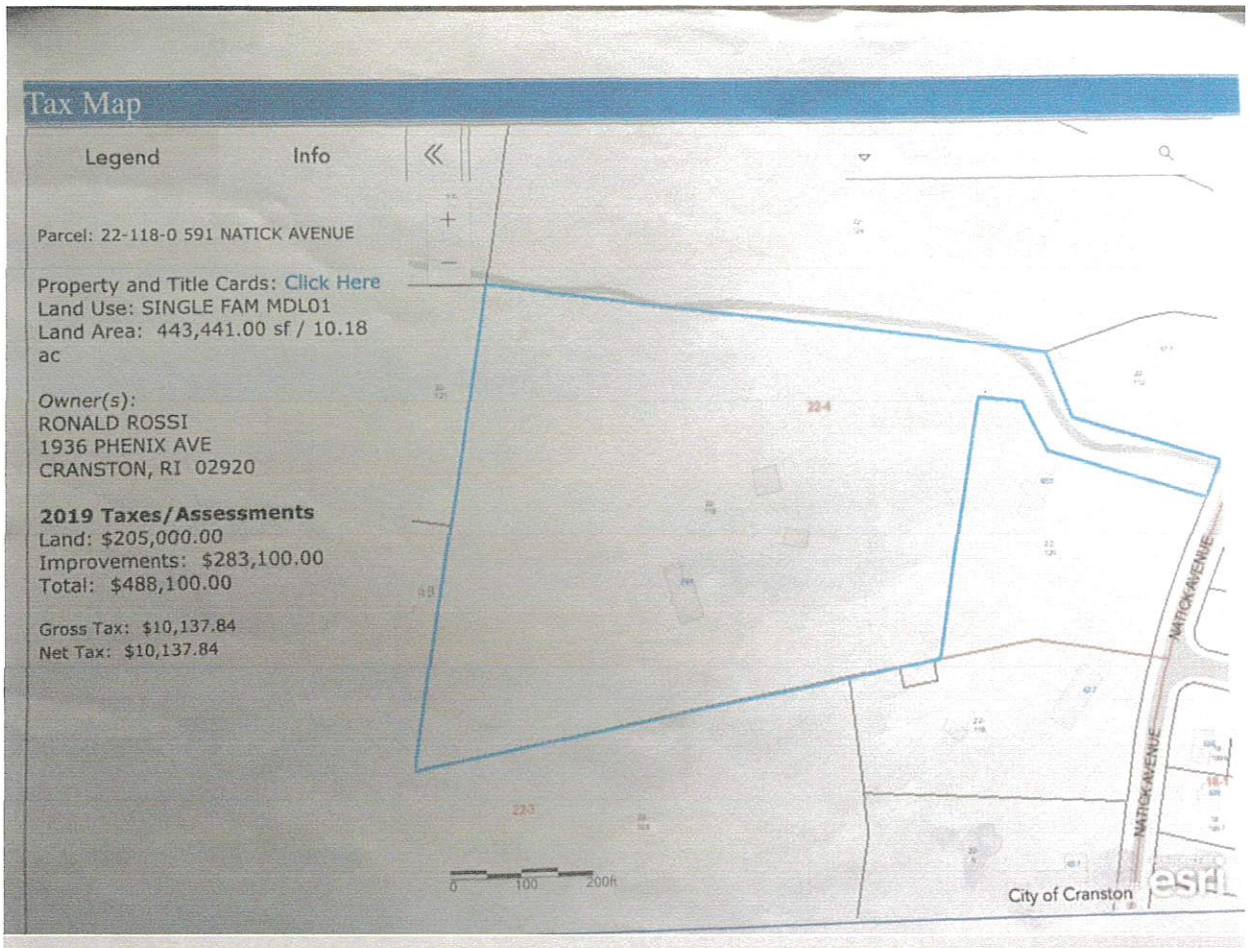

CORRECTED ADDRESS SEE 22/133 PER ATTY MURRAY

Parcel: 22-118-0 591 NATICK AVENUE
Property and Title Cards: *Click Here*
Land Use: SINGLE FAM MDL01
Land Area: 443,441.00 sf / 10.18 ac
Owner(s):
RONALD ROSSI
1936 PHENIX AVE
CRANSTON, RI 02920
2019 Taxes/Assessments

To: Michael Smith. Cranston Planning Commission

From: Vincent Moses
826 Natick Ave.
Cranston, 02921

- **KINDLY INCLUDE THIS MESSAGE IN THE RECORD**

- **WHY?**: IN HER DECISION SUPERIOR COURT JUDGE VOGEL CLEARLY SAW THE CITY'S BEING WRONG IN ALLOWING THE ADDITIONAL ENORMOUS NUMBER OF PROPOSAL CHANGES TO BE ADDED WITHOUT ALSO ALLOWING FOR THE PUBLIC TO HAVE THE OPPORTUNITY TO RESPOND. SOMETHING SMELLS ROTTEN TO ME. SO HERE WE ARE THANKS TO JUDGE VOGEL'S RULING BUT CERTAINLY NO THANKS TO THE INEXCUSABLE ACTIONS AND CONDUCT OF THOSE RESPONSIBLE CITY EMPLOYEES WHOSE BETRAYAL OF THE PUBLIC TRUST IS BEYOND BELIEF AND STRIKES AT THE VERY HEART OF OUR SYSTEM OF GOVERNANCE. TO PURPOSELY ATTEMPT TO CIRCUMVENT/PREVENT PUBLIC INPUT ON THIS MATTER IS BEYOND DESPICABLE. "BY THE PEOPLE, FOR THE PEOPLE AND OF THE PEOPLE" ARE WORDS THAT SHOULD NEVER BE FORGOTTEN BY BOTH THESE BUREAUCRATS AND ALL CITIZENS ALIKE.

- **WHO?**: GOOD QUESTION - DO THOSE CITY EMPLOYEES RESPONSIBLE FOR PERMITTING THIS CLEARLY INAPPROPRIATE AND POSSIBLE ILLEGAL ACTION TO OCCUR STILL REMAIN ON THE CITY PAYROLL? IN MY OPINION THEY SHOULD HAVE BEEN TERMINATED IMMEDIATELY FOR ENGAGING IN SUCH CONDUCT TO SUBVERT THIS PROCESS THE RESULT OF WHICH WAS CLEARLY DESIGNED TO BE IN FAVOR OF THE DEVELOPER. THEIR ACTION/S DENYING OF PUBLIC INPUT MOST CERTAINLY REQUIRES MUCH MORE SERIOUS SANCTIONING FAR BEYOND THOSE REQUIRED UNDER JUDGE VOGEL'S RULING. AGAIN TO WHOM DO THESE CITY EMPLOYEES OWE THEIR ALLEGIANCE? IT SEEMS ABUNDANTLY CLEAR TO ME.

  WHAT?: AS MEMBERS OF THIS BODY THAT HAS THE RESPONSIBILITY TO VOTE TO APPROVE OR DENY THIS PROJECT I URGE YOU ONE AND ALL TO AVOID THE STAIN OF "UNCLEAN" HANDS. DO THE HONORABLE AND JUSTIFIABLE THING AND VOTE NO. CONSIDER HOW THIS PROJECT HAS BEEN AIDED AND ABETTED BY CERTAIN INDIVIDUALS EMPLOYED BY THE CITY TO JAM IT TO FRUITION DESPITE OVERWHELMING CITIZEN OPPOSITION, A SUPERIOR COURT DECISION, A COUNCIL PASSED MORATORIUM ON SUCH PROJECTS, DISASTROUS RESULTS FROM PREVIOUSLY APPROVED SOLAR PROJECTS, DISPOSAL ISSUES RE: SOLAR PANELS, POTENTIAL DAMAGE TO WELLS SUPPLYING WATER TO HOMES IN THE AREA FROM BLASTING, ADDITIONAL D.E.M. REGULATIONS, AND IMMEASURABLE HARM TO WILDLIFE. HONORABLE MEMBERS OF THIS COMMISSION I URGE YOU TO AVOID THE STENCH OF MANIPULATION, SUBVERSION AND OBVIOUS COLLUSION ASSOCIATED WITH THIS PROJECT - AVOID "UNCLEAN" HANDS AND VOTE NO. **THANK YOU.**

- **RE: TUESDAY, FEBRUARY 7, 2023 MEETING**
  THIS WAS PERHAPS THE MOST CONVOLUTED AND SCREWED UP MESS OF AN EXCUSE FOR A MEETING OF ANY GOVERNMENTAL BODY IN THE HISTORY OF THE CITY OF CRANSTON. A COMPLETE LACK OF REGARD FOR THE RIGHTS OF THE PUBLIC TO BE HEARD IN A TIMELY AND APPROPRIATE MANNER. BEING SUBJECTED TO THE FINAL AND LAST ITEM ON A VERY LENGTHY AGENDA OBVIOUSLY IN THE HOPE THAT ANYONE OBJECTING TO THIS PROJECT WOULD BE SO EXHAUSTED AND NUMBED BY THE FILIBUSTERING TYPE OF PRESENTATION BY THE APPLICANT IN THE HOPE THAT OBJECTORS WOULD EITHER LEAVE OR JUST GIVE UP THE FIGHT. HAVING NUMEROUS PRESENTERS FOR THE APPLICANT WITH THEIR LIMITLESS WORDS IS A RATHER CLEVER STRATEGY. AT ONE POINT IT SEEMED LIKE WE WERE OBSERVING A DEPOSITION OF A WITNESS BY THE LAWYER AND A LONG-TIME PLANNER FOR THE APPLICANT WHO WERE ACTING OUT A "PERRY MASON" EPISODE. EVEN CHAIRMAN MICHAEL SMITH HAD HIS EYES CLOSED SEVERAL TIMES DURING THE "ON AND ON" DRONING AND MONOTONOUS PRESENTATIONS OF THE APPLICANTS ACOLYTES. SOMEONE THOUGHT THEY MAY HAVE HEARD A BIT OF SNORING AS WELL. THE CONDUCT OF THESE MEETINGS IS IN DEFINITE NEED OF A SERIOUS RESET. PERHAPS A NEW CHAIRPERSON WOULD BE HELPFUL AT THIS POINT. THERE IS AN OLD JAPANESE SAYING THAT WHEN A FISH ROTS IT STARTS IN THE HEAD!

Community Submission to the Cranston Planning Commission
(Natick Solar)
March 20, 2023

INTRODUCTION

On February 7th, 2023, Attorney Nybo characterized our group as unreasonable and obstructionist by saying, *"I would respectfully caution the commission with respect to any suggestions by the abutters that they want a better project.... ultimately, the request of abutters is not going to be for a better project."*[1]

This is not the first time the Applicant has profiled our community group in this manner. We are tired of these attempts at intimidation.[2]

The truth is that we are in our fifth year of showing up to protect not only our immediate neighborhood, but the wider community as well. In evidence of that, consider our fight (despite our own loss at Master Plan) for a solar moratorium and for the subsequent repeal and replacement of the original solar ordinance with one fully responsible to both climate change and our entire city. While we were still involved in the Natick matter, we were also testifying at the state level and volunteering in other communities as they faced the headwinds of the solar gold rush.

Having a different perspective on a matter and showing up to defend it with purpose and fact defines civic duty. If Attorney Nybo and the Applicant take issue with that, we can't help them.

WHERE WE'VE BEEN AND WHERE WE ARE TODAY

Our community group has been committed to collaborating with the City and the Applicant from the very beginning of this project's travel in late 2018. This is perhaps best exemplified by a list of requests we put forward during the original Master Plan process (EXHIBIT I). While its contents were disparaged and our document labeled a "manifesto" by the Applicant's lawyer, [3] then members of this commission found many of our requests compelling enough to make them conditions of Master Plan approval.[4]

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[1] Master Plan Remand Transcript 2-7-23.pdf, pgs. 12 and 13

[2] In addition to ongoing verbal commentary, Attorney Nybo sent our real estate value expert Dr. Corey Lang a letter prior to his testimony in an apparent attempt to prevent him from testifying (3/1/2021) and two members of our group serving on the *ad hoc* landscape committee were subject to a letter of intimidation while we were serving (September 2020). Doug Doe has also been disparaged multiple times for his various public testimonies.

[3] 1) Robert Murray to Joshua Berry, cc: Jason Pezullo on Thursday January 10th, 2019 (email): "As to Drake Patten's letter, I am not going to respond before a master plan approval. If they want to attach her letter as an additional condition and ask us to review its extensive and extraordinary terms...I cannot stop them...I am concerned that to somehow suggest that we need to negotiate with her (which I will not do) is an impermissible delegation of authority by the commission." (NOTE: the "letter" was actually a "list" of requests presented by Drake Patten on behalf of the entire group). 2) Robert Murray to Jason Pezullo et al. (Planning staff) on Wednesday, January 9, 2019 (email): "Thank you for hanging in last night. Above and beyond... Can someone send me the Drake Patten manifesto when you have a moment."

[4] Master Plan Approval, City of Cranston, February 19, 2019 and subs.

Today, many of current concerns remain closely tied to that original list. Time has not been the Applicant's friend. Not only have we all learned so much about the impact of these types of projects once they are built and operational, but the wider world has matured in its thinking about commercial solar siting. In short, we no longer need to guess about the outcomes of this project or use data from other parts of the country to substantiate our claims. We simply need to look around us.

Countless communities have struggled with a myriad of unanticipated impacts from commercial solar and many municipalities have turned, as we did, to moratoriums and stricter solar ordinances. The State of Rhode Island, Office of Energy, The Statewide Planning Division and the Department of Environment have all worked in collaboration with multiple stakeholders to create guidelines and guidance documents to support cities and towns as they tackle this new form of land use. Many of these guidelines focus on issues of siting and the impacts to natural resources and existing land uses, issues that speak loudly to our group's concerns around the Natick project.[5]

In the collaborative submission that follows, we make our best effort to explain and support areas of most concern for our community group and we ask the Commission to take them into account as you deliberate. We fully understand that your purview is limited, and we make every attempt to restrict our comments to aspects of this project that fall within those confines. When we appear to stray from those confines, we will say so and we will explain why.

THE PROPOSED SITE:

The proposed site off Natick Ave is part of an established residential neighborhood of 'first' and 'forever' homes and one co-op community. It is located along a road the city has codified as a 'scenic route' (with special set-back requirements); a road so rural it has also been called a "cow path" by a former Public Works Director. The hilly and steeply sloped area is covered in ledge and boulder. It is also forested-specifically with forest that is unfragmented, making it a designated Rhode Island Conservation Opportunity Area that provides critical habitat and carbon offset for our community.[6] (EXHIBIT II). The large swamp and its wetland runs both south along Natick Ave towards West Warwick and also almost due West under the road to join a large wetland along 295 and subsequently meeting up with the Pawtuxet River and, eventually, the Bay. Part of the protected Meshanticut Watershed, this extensive swamp/wetland supports various aquatic life and fills our community with the sound of peepers and frogs each spring.[7]

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[5] https://energy.ri.gov/renewable-energy/solar/solar-guidance-and-model-ordinance-development, https://dem.ri.gov/environmental-protection-bureau/water-resources/permitting/stormwater-permitting/construction

[6] https://dem.ri.gov/sites/g/files/xkgbur861/files/programs/bnatres/fishwild/swap/RIWAP-Companion.pdf (status: unfragmented forest of 250-500 acres.)
http://ridemgis.maps.arcgis.com/apps/webappviewer/index.html?id=63f3ef956 b3e4711ab3f8dd8349f346e

[7] The proposed site plans recognize a range of 5 to 7.7 acres of swamp/wetland in the project area (depending on which plans your read) but the wetland (which does not observe property lines or roadways) is actually much

Muskrat also excavate their dens along the water's edge. The adjoining woods and fields are host to many other species including bobcat, fox, coyote, deer, racoon, skunk, groundhog, mink and rabbits. Hawks, turkey vultures and the extraordinary American Crow nest in the forest. The diverse population of small wild and song birds too numerous to list here is one of abundance.

The project-abutting section of Natick Avenue is also part of a miles-plus stretch of road and structures designated eligible for National Register of Historic Places (NRHP) status[8] due to the pre-and post-revolutionary historic significance of two related farmhouses still in use today, the Thomas Baker Farm and the Henry Baker Farm, both of them direct abutters to the project. To the north/northwest of the project area is found the former site of an NRHP listed property known as the Potter-Remington House and two historic cemeteries.[9] Additionally, the area contains archaeological evidence of pre-contact/ Late Woodland and pre-and post-contact Narragansett[10] activities related to the abundant waters of the Meshanticut Watershed and other locally available natural resources including steatite for stone vessels and pipes.[11] Both the site and its neighboring properties feature extensive running feet of historically protected stone walls.[12]

One of the NRHP district-eligible farms (directly West of the proposed site) is also eligible as a single property[13] and is a working, historic, conservation, rare breed and fiber farm which also protects one of only two extant cemeteries of enslaved peoples (African and Indigenous) in Cranston.[14] Conservation of this property was made possible in by the City of Cranston and the Federal Government as part of meeting the City's FLUM and Comprehensive Plan Goals for Western Cranston. This 48-acre historic farm is in its 9th year of habitat restoration as

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larger, running south along Natick Ave as well as west under the road and onto the western abutting property. Unfortunately, a large section of the wetland was illegally violated by the Tennessee Gas Pipeline in the early 90s, and irreparably damaged. The violation was served but never enforced, per RIDEM.

[8] https://www.ri.gov/preservation/search/view.php?idnumber=CRNS00016

[9] https://npgallery.nps.gov/GetAsset/20b41570-b135-4058-8274-5486bb5efe11

[10] 'Meshanicut' is Narragansett for "place of woods."

[11] Adams, Virginia Phase II NRHP Evaluation, Thomas Baker Farm PAL Report 345-3 (1991), W.A. Turnbaugh, S.P. Turnbaugh, and T.H. Keifer, "Characterization of Selected Soapstone Sources in Southern New England," in *Prehistoric Quarries and Lithic Production,* ed. Jonathon E. Ericson and Barbara A. Purdy (Cambridge University Press, 1984); Leveillee, Alan, Joseph N. Waller, Jr., and Donna Ingham, 2006, Dispersed Villages in Late Woodland South Coastal RI Archaeology of North eastern Archaeology 34: 71-89; *RI 2050: Occasional Papers in Archaeology,* Number 72, Volume 1. Rhode Island College, Providence, RI.

[12] One such length of wall running along the TGP easement was removed at some point in the last two decades and further destroyed when the pipeline had a leak in 2021 and has yet to be restored per RIHPC rules.

[13] Adams, Virginia Phase II NRHP Evaluation, Thomas Baker Farm PAL Report 345-3 (1991)

[14] Development rights to the Baker Farm were purchased by the city in concert with the Federal Government as part of the 2010 Comprehensive Plan's open space provisions. It represents one of only two substantially intact historic farms left in Cranston, and the only one in current farm use.

recommended by the baseline report supporting its initial conservation[15] in which the 'existing conditions' data revealed significant opportunity to support and protect diverse species habitat.[16] (EXHIBIT III)

Finally, the proposed site runs adjacent to a high-pressure gas transmission line we will discuss in more detail later in this document. That early 1990s project involved extensive property condemnation and taking by eminent domain, permanently destroying a large section of forest at the proposed site and violating and destroying part of the same large wetland/swamp described above.

LOTS and LOT USE:

The proposed project is requested be built on a leased area of Cranston Plat 22, Lots 108 and 119. The Applicant and Planning have both variously and inconsistently represented the size of these lots and the project itself, but we choose to work with the Assessor's records for a total of 61.87 acres for the combined lots. The Applicant's proposal has also variously listed the solar installation's project as comprising 29.7 acres, 27.3 acres and most recently, 23.3 acres. For the March 20th meeting, Planning lists the project area at 30 acres. (EXHIBIT IV)

We would like to know which numbers are correct. These numbers matter because our municipal code includes percentage standards for development and landscape coverage based on lot size.[17]

To this point, we remain confused by the various ways that the "lot" and the "project" have been handled by the Applicant and the City. Back in 2018[18] and early 2019, we were told, for example, that although the Applicant was only leasing a portion of the two lots being discussed, aspects of the current conditions outside the leased area of the lots would remain 'as was'- creating a *de facto* percentage of buffer, especially for those properties to the west/northwest. In the intervening years, the Applicant has stated that they have no control over anything outside the leased area and that the Lessor may do as he pleases.

These details also matter because of the Applicant's relentless presentation of what we refer to as "the housing threat." This began in late 2018 at an Applicant-hosted community meeting where attendees were presented with the specter of housing on the lots in question. For those of us paying attention to zoning limits, the generic subdivision drawing showed far too many houses for A80 zoning, but the intention of its display was clear. This strategy has been repeated from

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[15] Baseline Monitoring Report, AP 18, Lots 551,1229,1284 1nd 1929 (Applied Bio Systems) (2010)

[16] Current owners have met and exceeded the recommendations of the Baseline Report cited above, increasing not only bird and mammal populations but also the reintroduction of extensive native flora through land restoration practices.

[17] While we leave the issue of lot coverage to the lawyers, we point out that our Code includes clear standards for maximum lot coverage as it relates to development. The same is true for lot coverage as it relates to landscape.

[18] Bob Murray, Community Meeting, 2081 at St. Joe's (personal notes from attendees), and Transcript of December 4th 2018 Planning Commission Meeting, page 233: "the ordinance is very clear in terms of site preparation, we can only disturb that portion of land that is necessary, Let there be no confusion. Part of this 29 acres that you are looking at is treed, and those trees will be removed. But we can't disturb more of the site than is absolutely necessary, and we won't"

time to time, including most recently on February 7th when a great deal of time was spent talking about houses being the only alternative to the proposed solar.

Our group sees that for the canard it is: we are zoned A-80, meaning housing is allowed by code. And yes, we are well acquainted with the City's argument over city services and the number of half-children it will add to the schools. We also know that when a development is desired, those concerns seem to vanish quickly. Until Cranston conducts an actual housing demographic census and does the equivalent of a cut and fill study on city services or perhaps finally updates its expired Comprehensive Plan,[19] housing remains among the uses allowed in A-80.

Mr. Nybo thoughtfully points out that Cranston needs housing (we agree, especially affordable housing). Unfortunately, our neighborhood alone won't be able to fill that need. Despite Mr. Pimental's claim of "between 20 and 32 houses,"[20] as far as we can calculate (using the assessors records for accuracy), if anyone did take on developing housing on steep slope and ledge, the maximum possible build-out would be ten homes.[21] Even just using basic math on the most recent of the Applicant's various acreage presentations ("about 26 acres")[22], as opposed to the Assessor's, the maximum development in A-80,assuming no roads or other infrastructure at all, would be 13 (26 divided by 2 = 13). We have no idea how Mr. Pimental came up with "32."

With all these grey areas, it seems that for clarity's sake we might turn to the lease between the property owner and the Applicant since, as a legal, binding document it should be specific as to the relevant details[23] (EXHIBIT V)

Unfortunately, while the lease does codify the Applicant's physical leased area (27 acres), it only raises additional concerns and questions as to the multiple uses that exist and are being proposed for the lots and further muddies the buffering and coverage concerns we already have.

The lease outlines additional *current* uses of the non-leased areas of Lots 108 and 119 as a combination of nursery and contractor yard (Rossi Excavation)[24] and the following *future* uses: commercial solar and housing.

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[19] Formulas that estimate the impact of housing on a municipality and their results can be used like most statistics. In other words, badly. There are many ways a development can be designed so as to limit impacts on city services infrastructure (if that truly is a concern), something the city could support if it would actually update its expired Comprehensive Plan.

[20] "So a rule of thumb, first of all, you would apply the zoning requirements, the two-acre zone. Another rule of thumb is somewhat between 10 and 15 percent. Typically, you would subtract for infrastructure and then improvements. So doing the math, you could probably end up, rough numbers, between 20 and 32 house lots." - Ed Pimental, 2/7/2023 per Transcript of Planning Commission meeting

[21] As mentioned, it has been difficult to follow the bouncing ball of acreage on this project, but if we use the most recent Applicant's presentation against the assessor's records and subtract infrastructure needs (at the maximum percentage given the conditions), the *maximum* number of houses would be ten.

[22] Robert Murray, 2/7/2023, per Transcript of Plan Commission meeting

[23] We attach the Lease between the Owner and Applicant and documentation of it being recorded in the City of Cranston Land Records on 7/7/2020 Bk 6003, pg: 309).

[24] Agricultural: RDOS Filing 202217054090 (NAICS code 111421 and the excavation business: Rossi Farm & Excavation Company # 000022237, Owner: Ron Rossi, Agent: Robert D. Murray /Industry Code: 213112: Support Activities for Oil and Gas Operations (from 'opencorporates')

This last surprising use for housing appears to be confirmed by a new road recently permitted by RIDEM [25] and a recorded Grant of Easement from the Owner to National Grid for an "overhead distribution system."[26] Both the new road and the electricity easement seem to be stand-ins for a road that was part of the 2021 solar plans but disappeared after an RIDEM inquiry on 1/29/2021.[27]

The Applicant had variously labeled this now-missing road as "an access road," "a trail" and even, "not a road." Turning again to the Lease, we seem to have some part of an answer as to the now-disappeared road and its ostensible replacement.

The Lease describes the original road as "overlapping the Pipeline ROW " and "(i) to access and furnish utilities to that portion of the Property not included in the Premises ; (ii) to access and furnish utilities to other property owned by Lessor or its affiliates namely Lot 119 and Lot 133… and any adjacent property acquired by the Lessor including all uses that may be necessary or convenient to the development of houses on Parcel A."[28]

With these multiple current and future uses (including one *current* use that is not allowed in A-80), the question must be raised as to how the property will be treated moving forward for a) the purpose of determining if the Applicant meets various requirements including, but not limited to: RIGL 45-23-60, landscape coverage standards and lot development standards and b) the assessment of taxes. How, for example, would the now-revealed, future addition of housing west of the solar installation be treated for the purposes of the Findings of Fact presented by Staff? For example, would all staff-presented Findings of Fact still stand? [29]

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[25] See RIDEM application 21-0301. This road essentially extends the current terminus of Ridgewood Road. Described as a "farm road" this permit application indicated a hardship cause based on the loss of street access to Natick Ave. This does not make sense since the Lessor retains the access road he currently uses to truck material on and off his property.

[26] Grant of Easement, Bk LR6437 Pg 329 Recorded City of Cranston 02/14/2022.

[27] RIDEM Wetlands Permit Office (in person review of file) Freeman to Rossi (email) 1/29/2021 re: road complaint-hand written note, same date: "Dave Russo followed up and indicated that the owner was obtaining all city permits and a permit modification was forthcoming sometime in the near future for a connector road proposed by the owner for minor revisions to swale locations within the L.O.D. approval"

[28] Lease between the Owner and Applicant dated 1/8/2019 and recorded in the City of Cranston Land Records on 7/7/2020 Bk 6003

[29] While no change to existing boundaries may be proposed, how would a housing development change that moving forward. If that use is planned now, should it not be made clear to the Commission? Does the Staff statement that "no subdivision is proposed" still stand? Will the Finding below still stand? *"RIGL § 45-23-60. Procedure – Required findings. (a)(4) states, "The subdivision, as proposed, will not result in the creation of individual lots with any physical constraints to development that building on those lots according to pertinent regulations and building standards would be impracticable. (See definition of Buildable lot).Lots with physical constraints to development may be created only if identified as permanent open space or permanently reserved for a public purpose on the approved, recorded plans."*

> *12. The project proposes lease areas, not the actual subdivision of lots. No change to the existing lot boundaries are proposed. "* (Staff Memo, Natick Solar February 3, 2023, Findings of Fact 7)

Finally, we understand that assessments and taxes are not in your purview, but we also know that economic impact are among the considerations raised regularly in many, if not most, Commission proceedings. The Comprehensive Plan defines these concerns in many of its Elements, especially in its Economic Development Goals.

Therefore, we draw your attention to a recent 2022 Rhode Island Bill that "fixes" the valuation and assessment of real property on which commercial solar is installed to its previous value. Based on this, there may be no reassessment as to the actual new use of the land. And specifically for farmland, it reads land "shall revert to the last assessed value immediately prior to the renewable developer's purchasing, leasing, securing an option, etc." [30] Given what we now know, does the developer's once promised tax revenue and its economic argument still hold for these lots?

DEVELOPMENT AND LANDSCAPE STANDARDS

The Buffer:

Despite the Applicant's continued claims that they have gone above and beyond the City's requirements as it relates to buffering the site, and despite our community contributions to the conditioned *ad hoc* landscape committee, this project does not include an adequate buffer per the standards set forth in 17.84.140 Development and Landscaping Standards.

It must be noted that the Applicant's first landscape plan relied on lengths of stockade fence. To remedy this, the *ad hoc* landscape committee was afforded three short meetings (hardly the copious number described by Attorney Nybo on February 7th), with a tight deadline to receive community feedback. Dan Zevon and Drake Patten, elected community representatives, concur that even though the result of these meetings created something better than a fence, the "new" plan (which has diminished as time has gone on and the project has continued to change) failed to meet the standards required.

There is a simple reason for this. It cannot be done. It cannot be done while also providing the Applicant with what they need. According to the above referenced lease between the Applicant and the Owner, nothing can be planted or built along the western face of the installation. This is due to "Insolation."[31]

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[30] RI House Bill 8220 (as amended) 2022, https://www.providencejournal.com/story/news/politics/2022/06/22/solar-energy-tax-break-ri-senate-legislative-session/7704180001/,

[31] Insolation refers to the shading of solar panels such as to interfere with their energy production.

Specifically, the lease states:

"e) Insolation.
SSRE shall have the right to remove trees on the west side of the Property during the construction of the solar field, as follows: SSRE shall have the right to remove trees on the Property within the area lying one hundred (100) feet to the west boundary line of the Premises that interfere with the insolation."
(Lease Agreement Natick Hill Farm/Southern Sky Renewable Energy, page 9 e))

First, this clause restricts the Lessor's actions so as to provide no guarantee of a buffer. Second, if a buffer could be successfully designed, it would fall outside the control of the Applicant, resulting in future conditions that can only occur if the Lessor agrees to maintain (or have maintained by others) a buffer on land that we now know he intends to develop into housing. The Applicant simply cannot claim control of that area and also inherently removes the possibility of a buffer based on "Insolation" and therefore cannot guarantee a buffer per the required standards.

Second, the southern face of the solar installation abuts an already cleared easement maintained for the high-pressure gas transmission line. The Applicant's site plans note tree removal (stumps to remain) within the leased area, presumably for the same reason of insolation. The significance of shading on this face of the solar installation is underlined by the Applicant's earlier request to abutters Walter and Clara Lawrence to "top" their trees (they declined),[32] and by the presented landscape plans that restricts choice and height of species, restrict canopy allowances and determine trimming and topping maintenance plans to avoid insolation. Although we trust not at the Applicant's request, the Owner has already cut limbs of trees belonging to others that overhang the southern face of the easement, presumably to achieve the same result as topping since many of these trees are already dying. All these actions essentially combine so as to remove any form of buffer efficacy: creating a final plan that is not for those affected by the project but rather one for the benefit of the Applicant alone.

Third, on the southwestern and middle-western face, the Applicant added, then subtracted, landscape details. The reasons for this are unknown to us but insolation is also suspected as well as the pure fact that the severity of slope in that area combined with wetland set-back requirements would not allow for any realistic buffer to be established and maintained.

While the northwest corner and north face of the installation does retain a defined landscape plan, the Standards demand a comprehensive buffer: the *entirety* of the project must be addressed, not simply small sections of its borders as desired by the applicant.

[32] We note that when Mr. Lawrence brought this request to the attention of the Commission in 2019, he was called a liar. Mr. Lawrence has lived in this neighborhood for most of his adult life and has zero reason to lie about this or anything else. Indeed, he had never heard of tree topping until he was approached. Our community remains highly offended by the insult to a gentleman we consider an elder of our neighborhood.

How will this project "Mitigate environmental, visual, and other impacts by requiring adequate buffering?"[33] Going back to the "Lot" questions raised above, how do you calculate 15% of landscape coverage if you don't know what 100% is?[34]

To review: the Lease does not include any Applicant control outside of the lease boundaries anywhere on the Owner's property. Unless that is codified, the Applicant simply cannot promise compliance with any landscape plan at all, never mind one that meets the required standards for landscape coverage.

The Meaning of Development (and its impact on lot coverage)

On February 7th, the Applicant's Planning Expert Mr. Pimental made a point of reading to us "nice and slow" from the State of Rhode Island Renewable Energy Guidelines[35] as to whether or not a commercial solar installation is actually 'development.' Mr. Nybo and Mr. Pimental then discussed for some time their feelings about commercial solar and lot coverage, arguing that solar is not the same as other development and therefore should not be treated the same way when it comes to lot coverage. They continued to reference the State of RI Renewable Energy Guidelines.

We've read those guidelines and are unsure how they apply to the City of Cranston's Zoning Code. Here are two parts of what those guidelines say (emphasis original):

1) *Communities should address solar energy systems as a land use within their zoning ordinance. Solar installations are a form of development and zoning ordinances need to incorporate the variety of development forms taken by solar installations. Solar development regulations can help educate the staff and the community as well as alleviate potential conflicts or confusion* ***Rhode Island State Statue leaves solar development regulation to local governments; the State does not pre-empt or guide solar development except for enabling local government to regulate through development regulations that must be consistent with their community comprehensive plan.***

2) *"If communities wish to regulate how much of a property can be covered by a primary use SES, then, they should adopt a new definition for calculating a separate lot coverage standard. The lot coverage for an SES should be calculated independently of the lot building coverage if buildings are located on the same site. Communities should review existing lot coverage standards in their zoning ordinances for other land uses to determine a coverage standard that would be appropriate for the various types of SES."*

[33] As put forward in 17.84.140

[34] 17.84.140 C b): "A minimum of fifteen (15) percent of a development's parcel shall be landscaped."

[35] The State of Rhode Island Renewable Energy Guidelines, Solar Energy Systems, Model Ordinance Templates, Zoning & Taxation. (2019) https://energy.ri.gov/renewable-energy/solar/solar-guidance-and-model-ordinance-development

(Renewable Energy Guidelines: Solar Energy Systems Model Ordinances and Templates, Zoning and Taxation, State of Rhode Island, Office of Energy Resources (2019), pages 7 and 17)

We point out that these are "guidelines," not state law and "*should*" does not an ordinance make. The City failed to codify a special definition for solar development and/or for related lot coverage, even if the State and Mr. Pimental and Mr. Nybo believe that they *should*. Specifically, the old solar ordinance under which the Applicant maintains it is vested, is silent as to any kind of 'special' lot coverage allowances-therefore, the 10% lot coverage must stand.

PUBLIC HEALTH & SAFETY

Our group is clear that blasting is not part of the Commission's oversight. We also understand that allowance for any blasting is at the discretion of the State Fire Marshall and, in our case, also the two operators of the high-pressure gas transmission line (Kinder Morgan and National Grid/RI Energy). But public health and safety is something that intersects with project permission. For this reason, we are compelled to discuss our concerns regarding the blasting of ledge to accommodate the proposed commercial solar installation.

1) Blasting Plans, Pipeline Integrity and Neighborhood Safety:

The Applicant has maintained that there is no way to truly anticipate the blasting needs of the site until they begin work. While we understand that conditions in the field often adjust plans, it is not logical for a project of this scope to be unable (at the advanced engineered stage presented on February 7th) to offer more detail.

We have asked repeatedly for details on the blasting. On February 7th, for the very first time, we heard about a "knob" of ledge within the high-pressure gas line's setback. Site Engineer Russo described it this way:

> *"so we knew that there was ledge there. But then we did some testing around that and that ridge line, there's definitely ledge in that area. The problem is it's variable. So at one point, it might be on the surface; and then you do a test hole 15 feet away, and it's 5 feet down. So it's hard to determine where it goes. It would be -- definitely be a, you know, a vein I'll call it of ledge in that area."*

In our humble opinion, the revelation of a large "knob" and the need to go quite deep to chase it demands some very specific details. Mr. Russo's description would suggest a lot of engineering uncertainty for any project, let alone one next to a high-pressure transmission gas line. Despite the Applicant's assurances, we have yet to see any specific plans for this site with all its specific challenges. We all know that accidents happen, often with long lasting, irreversible consequences. One need look no further than to the Norfolk Southern tragedy or at the actual census of pipeline explosions.[36]

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[36] From 2006 to 2017, according to Pipeline and Hazardous Materials Safety Administration (PHMSA) failure reports, TGP had 111 "significant incidents" with their pipelines, resulting in $89,815,380 in property damage and 19 federal enforcement actions.[18] A "significant incident" results in any of the following consequences: fatality or injury requiring in-patient

Our confidence in the Applicant's attention to the seriousness of the public safety surrounding the pipeline's safety was already eroded by this 2019 list of Operator requirements which was communicated to Staff (emphasis added):

- "Accuracy of pipeline and easement location on plan. TGP typically requires the developer contacts us to have the pipeline and easement flagged/located and then have the points surveyed.
- TGP requires a blasting plan for review and approval. TGP will provide a Blasting Approval Letter
- TGP will require the developer to provide ***an EMI study****
- TGP request the Developer Approval Process and Approval Letter be completed and signed prior to final municipal approval."
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(Staff Memo, 1/4/2019, Joshua Berry, pgs 14-15)
* EMI: stand for Electro Magnetic Interference

To our knowledge, none of these items have been presented to the City and certainly not to the Public.

While all of the items required by Kinder Morgan are important and must be addressed, the 'EMI Study' stands out to us. This study evaluates interference between electromagnetic interference that can occur when metallic pipelines are placed close to high-voltage power lines.[37] We assume this study was required by Kinder Morgan because the energy generated from the proposed solar installation will be carried as three-phase (high voltage) power from the "field" and along the multi-mile interconnection.

Where is that study? When will the other Kinder Morgan requirements be fulfilled? Does Kinder Morgan know that the three-phase power is now overhead rather than underground as was the case when they first met with the Applicant in 2019?

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hospitalization, $50,000 or more in total costs, measured in 1984 dollars, liquid releases of five or more barrels (55 USgal/barrel), releases resulting in an unintentional fire or explosion.[19]

From 2006 to 2017, 27 federal enforcement actions were initiated against TGP, with $422,500 in penalties. Federal inspectors were onsite at TGP locations for 661 days plus 187 days of accident investigations.[20] and incorrect installation together accounted for 56% of leaks and more than $90 million in property damage.[21]

(https://en.wikipedia.org/wiki/Tennessee_Gas_Pipeline and for supporting details, see records housed with **Pipeline and Hazardous Materials Safety Administration (PHMSA)** a federal sub-agency of the USDOT.

Also: https://www.fractracker.org/2021/04/2021-pipeline-incidents-update-safety-record-not-improving/
37

https://universalpegasus.com/wp-content/uploads/2022/08/07-20-2021-Alternating-Current-Interference-Mitigation-on-Pipelines.pdf

And there is more: while Kinder Morgan manages most of the pipeline running through the easement, operations become the responsibility of National Grid/RI Energy closer to its intersection with Natick Ave and continuing under the street.

Has National Grid/RI Energy been notified as to this project? If electromagnetic interference matters to Kinder Morgan, would it not matter to National Grid/RI Energy, especially as they operate the section under the street?

In the cases of both Operators, how familiar are they with the impacts of commercial solar installations along their pipelines? These are relatively new forms of land use. The pipeline was built in the early 1990s when such uses were not in existence in New England.

Like all pipelines, the TGP was 'classed' based on existing and expected surrounding conditions at the time of construction. This is how the Pipeline and Hazardous Materials Safety Administration (PHMSA), DOT explains class and location:

"Regulations for gas transmission pipelines establish pipe strength requirements based on population density near the pipeline. Locations along gas pipelines are divided into classes from 1 (rural) to 4 (densely populated) and are based upon the number of buildings or dwellings for human occupancy. Allowable pipe stresses, as a percentage of specified minimum yield strength (SMYS), decrease as class location increases from Class 1 to Class 4 locations."

"Class location is determined by counting the number of dwellings within 660 feet of the pipeline for 1 mile (for Classes 1-3) or by determining that four-story buildings are prevalent along the pipeline (Class 4)."

"A class location can change as population grows and more people live or work near the pipeline. When a class location changes, pipeline operators must either reduce the pipe's operating pressure to reduce stress levels in the pipe; replace the existing pipe with pipe that has thicker walls or higher yield strength to yield a lower operating stress at the same operating pressure; or where the class is changing only one class rating, such as from a Class 1 to Class 2 location, conduct a pressure test at a higher pressure. Operators can apply for special permits to prevent the need for pipe replacement or pressure reduction after a class location changes. Based on certain operating safety criteria and periodic integrity evaluations, PHMSA has approved some class location special permits."

(https://www.federalregister.gov/documents/2013/08/01/2013-18286/pipeline-safety-class-location-requirements)

How does the introduction of a 27-acre commercial solar installation affect class rating?

What happens if there is a leak? Perhaps you believe, as we once did, that in such an event, "there's a plan for that," there isn't. Cranston has no identified public safety plan for a pipeline accident and, as near as we can tell a lot of time would be spent deciding if a phone call should go to Kinder Morgan or National Grid based on where "exactly" the leak occurs.

2) The Impact of Blasting Near Homes (Wells/septic/foundations)

Four years ago, we requested monitoring of our wells, septic systems and foundations during blasting. This has been denied.

Blasting near building foundations, septic and wells can and often does cause issues to structural integrity. Wells are additionally vulnerable because blasting may also affect water quality and water volume (including gallons per minute availability). In our case, with so much of our neighborhood relying on well water, blasting ledge within our watershed carries many risks.[38]

According to the RI Department of Health, the Natick Ave area under discussion is at risk to bedrock beryllium which is dissolved into groundwater as it moves through rock.[39] Will blasting dissolve beryllium into our wells? If we have no well water testing regimen, how will we know?

The two historic homes in the abutting zone have dry laid, fieldstone and granite block foundations. Blasting near such structures is a different form of risk than blasting near newer, modern constructions (although impacts to those structures must not be overlooked). Age combined with environmental impacts to building materials over time create unique circumstances and structural vulnerabilities. Historic buildings are also vulnerable inside, especially given the likelihood that their interiors include unique features and elements. [40] The historic Baker Farm, in addition to being supported by a stone foundation includes a massive brick chimney supported in the basement by a fieldstone and timber-cribbing base, placing it at extra risk to nearby blasting.[41]

Our research shows that all manner of development projects across the region regularly include these kinds of monitoring regimens; as much for the protection of the developer as for the public.[42] Why is this an issue for the Applicant (self-described as among 'the most-experienced in the region') when it comes to the Natick project?

Promises matter: in response to our early concerns in December of 2018, Attorney Murray stated, *" You know, and along with the blasting, you know, obviously, you know, we have to create a level of detail so we know where people's wells are and septic systems, I don't, you*

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[38] Matheson, G M, and Miller, D K. *Blast vibration damage to water supply well - water quality and quantity.* United States: N. p., 1997. Web., https://www.nbcconnecticut.com/news/local/blasting-causes-headaches-for-homeowners/1863788/

[39] https://web.uri.edu/wp-content/uploads/sites/61/TipSheetC04-Beryllium.pdf
"Breathing beryllium over a short time period can cause swelling and pain in the lungs. Breathing beryllium for many years can damage bones and lungs, and increase the chance of cancer. If well water with beryllium in it is used in a humidifier or vaporizer, it can get into the lungs. Drinking water that contains beryllium is less of a health threat because it is not well absorbed in the intestines (gut). However, it can lead to damage in the intestines. The health effects are of most concern for infants and small children."

[40] Environmental Impact of Blasting and Safety of Historic Structures, Gupta, I.D.,et. al. (1992

[41] Frank Postma, EA Engineering (personal Communications)

[42] Frank Postma, EA Engineering (personal Communications), Tim Regan (Personal Communications). An example of monitoring may be found here: https://www.nsmithfieldri.org/planning-department/pages/project-monitoring and through: https://portal.ct.gov/-/media/DEEP/site_clean_up/potable_water/Blasting-Guidance-Dec2019.pdf

know, based on everything I know, they should not be affected, but that will be chronicled and documented before anything happens." [43] Instead of holding to this early promise, this request has been denied.

Despite these early promises, it was also Mr. Murray who advised the Commission that attaching monitoring conditions would fall outside its purview. We would like to see the evidence to support this or guidance as to which commission or city official can attach these requirements given how often these conditions are requested and granted in other municipalities.[44]

IMPACTS TO THE ENVIRONMENT

Wetlands:
RIDEM has issued an Insignificant Alteration Permit (RIPDES No. 101921) to the Owner, giving him the right to "alter (portions) of the wetlands." The permit attaches numerous conditions and obligations that must be met by the Owner and Applicant both during and post construction.

We want to trust that these conditions and obligations will be met, perhaps even exceeded, but it is difficult to feel confidence when we have seen the dead wetlands at the Applicant's Gold Meadows project nearby. Of course, lessons may have been learned there but DEM appears to have no recourse for the damage to those wetlands. We have specific historical reason to worry about their professed limits.

Back in the early 1990's RIDEM also issued a RIPDES permit for the same wetland (then "wetland 70") to Tennessee Gas when they were installing the transmission pipeline described above. Unfortunately, RIDEM made a major mistake, incorrectly assessing the wetlands and the impact of the pipeline, resulting in the issuance of a wetlands violation. The matter was eventually settled in court. By that time, the pipeline was operational, RIDEM was under other legal challenges and the court chose to leave the violation unremedied. Today, the pipeline easement floods and freezes in parts of the wetland that remain, but Wetland 70 is permanently fragmented.

Impacts to wetlands in the age of climate change is a critical topic. Wetlands (like forests) hold a great deal of importance in our quest for a stable climate future. As we have shown elsewhere, many regulations are slow to respond to the assault of various forms of development on our environmental security.

Still, regulations and guidance documents are catching up to new knowledge. Based on revised wetland setback rules here in Rhode Island, had this project applied less than one year later, the required wetland setback would be 100 feet rather than the 50 feet granted. And, as mentioned earlier, the impact to wetlands and groundwater from commercial solar has created enough

[43] December 4 2018 meeting transcript (106).
[44] Perhaps Planning could look into this with their colleagues in other communities? https://portal.ct.gov/-/media/DEEP/site_clean_up/potable_water/Blasting-Guidance-Dec2019.pdf

concern to see RIDEM promulgate new Solar Siting Guidelines that specifically speak to, among many other things, ground-mounted solar near wetlands:

"Considerations for siting Solar Arrays near Freshwater Wetlands

o Avoid and minimize alterations and associated impacts to freshwater wetlands. Clearing within freshwater wetlands or their associated buffers for placement of ground-mounted solar panels is considered an avoidable activity and will likely not be permitted. Solar arrays that are proposed adjacent to freshwater wetlands may require a Freshwater Wetlands Permit, which will likely lengthen the review process.

o When proposing solar arrays adjacent to Freshwater Wetlands, panels should be designed so they will not be shaded (now or in the future) by trees located in freshwater wetlands or buffers, especially on the south side of the project area.

o Security fences located within or adjacent to freshwater wetlands or buffers should be designed to have a minimum 6-inch opening between the ground surface and the bottom of the fencing to prevent significant impacts to wildlife movement.

o Other land disturbance activities associated with construction and operation of a solar array, such as access roads and utility interconnections, should also be designed to avoid and minimize disturbance to natural areas, including freshwater wetlands and their associated buffers.

(Excerpted from Freshwater Wetlands Program and Stormwater Construction Permitting Ground-Mounted Solar Array Guidance: RIDEM, as attached)

While these guidelines ate not law (and we understand the difference) they may as well have been written based on the Natick site, so close in description as they are.

No permitting can change the vulnerability to the impacts of construction on the Natick wetland/swamp whose borders do not end at the Owner's property line. Other landowners' properties who share this wetland/swamp will also be affected by this project. Additionally, the still-undetailed blasting plan may result in damage not unlike that seen at Gold Meadows and elsewhere.

Even with an erosion and sediment plan in place, clearcutting, stumping, blasting and other mechanical means of construction will permanently alter the land abutting the wetland and run the risk of increasing run-off to nearby properties and the public ROW of Natick Ave, already at serious flood risk. Even RIDEM admits as much. Within the extensive regulatory language contained in RIPDES Permit 101921, this statement stands out, *"This permit...does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage."*

Please understand this: those of us who live next to the proposed installation understand what this means. This wetland does not end at the Owner's property line, does not honor the paved road that was allowed to cross it to make way for the car. Instead, it flows as it needs to, first

linking arms with other parts of the Meshanticut Watershed and then traveling west to the Pawtuxet and from there out to the Narragansett Bay, playing its vital role in our fragile ecosystem.

The Broader Ecosystem and our Natural Resources

Our group has spoken repeatedly regarding our concern over the potential generalized and long-term environmental impacts from the proposed project. We have expressed our concerns regarding the impacts to the diverse birds and mammal species that use our watershed and create habitat in our forest and open space. We have described the presence of native plants and unfragmented forest. We have even spoken to you of beauty as it relates to place.

We remind you once again that forested areas play a crucial role in mitigating climate change by sequestering carbon dioxide from the atmosphere through photosynthesis, a process that helps to regulate global temperatures and maintain a stable climate.

We remind you that deforestation risks not only releasing the carbon stored in the trees but also eliminates the future carbon sequestration potential of the project area. Left intact, forests provide additional ecosystem support needs including air and water purification, erosion control, and habitats for biodiversity.

Clearcutting, stumping, grubbing and blasting at the proposed site will lead to increased soil erosion and the permanent displacement and endangerment of many animal species that rely on these forests for their survival as well the aquatic species who rely on the nearby wetlands.

Given that we are talking about a solar energy installation, the irony of the need to state these things to you once again is not lost on us. In fact, it defines irony.

Our expert, Mr. Bronk speaks to this in his report for the Master Plan remand-citing the City of Cranston's Comprehensive Plan's Natural and Cultural Resource Element NRG-1.7 which includes the charge to "preserve and protect environmentally sensitive natural resource areas…"

How will you apply this element to this site and your decision?

ADDITIONAL IMPACTS: CONNECTION TO POWER

The many miles, high-voltage, three-phase, interconnection of the proposed solar installation to the grid falls squarely outside your purview but, the first leg of the interconnection is a definite part of the proposed project, and therefore part of your decision.

Early plans showed transmission from the installation to the intersection with Natick Avenue as being underground. At that point the power would be carried by large transmission lines along Natick Ave and a subsequent path until it reached the substation. The plans submitted for this meeting (despite including thumbnail view pages labeled "pole locations") do *not* include any

information on the poles. Since the Applicant is presenting "fully engineered" plans, we do not understand why the transmission would not be shown.[45] Perhaps we should turn to the plans submitted in 2021? While those plans do not fully show the interior of the fenced area, Sheets 8 and 9 show the new poles that will be needed for the now above-ground transmission. (EXHIBIT VI)

These poles interior to the proposed project must be taken into account as part of the project area, especially as this a major change to the project's initial plans, including as presented to RIDEM for permitting purposes.

Additionally, we advise the Commission that the path of the interconnection may further disturb the historically protected stone walls at the intersection of the project access road and Natick Ave, will disturb a section of the NHRP eligible Thomas and Henry Baker Historic District and will pierce boundaries of the Oaklawn National Historic District.

MISSING STUDIES

Noise Study:

The "old" Solar Ordinance performance standards under which the proposed project claims vesting requires a Noise Study. To-date, no such study has been offered. Why?

The Applicant has produced noise studies for other projects they are doing, so why not here? [46]The Applicant has alternately claimed the installation would be as quiet as a washing machine or make no noise at all but the inverters, transformers and energy storage installations all do make noise, albeit at various times of the day and night.[47] Given ledge conditions, and severity of slope and the sound reflective panels, that outstanding study matters. Those of us who live nearby know how sound bounces along the ridge. Where is the study?

Glare Study:

While the "old" Solar Ordinance performance standards under which the proposed project claims vesting do not require a glare calculation (and the "new" one does), the FAA can ask for a glare study if a solar installation is close to an airport and on a flight path, specifically within five miles. The proposed site is 4.75 miles from TF Green Airport.

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[45] A previous meetings, the Applicant often said the interconnection was unknown-but that was not true as early as 2019-RIDEM requires the interconnection path to be submitted for RIPDES applications. In 2023, that path is well-defined and its impacts very clear.

[46] Re-Installation Noise Assessment – Updated Robin Hollow Solar Development
Assessor's Plat 1 Lots 4, 5, 6, 7and 8; Plat 10 Lots 7, 8, 9-2, 9-4, 9-8, 9-9 and9-10 West Greenwich, Rhode Island
SAGE Project No. M882 April 19, 2021 (as submitted to Lindsay McGovern)

[47] https://rsginc.com/wp-content/uploads/2021/04/Kaliski-et-al-2020-An-overview-of-sound-from-commercial-photovoltaic-facilities.pdf

In addition, our own Cranston Development Standards also take glare generally into account: *"All uses shall be carried on in such a manner as to produce no offensive noise, dirt, odor, glare, heat or vibration perceptible or measurable outside the appropriate property lines."*[48] Does the Applicant need to comply with a glare study? Have they or the City determined if this project needs to be studied for the FAA? Since airports fall under Homeland Security, we have only limited access to these rules, but perhaps Planning would be able to learn more?

CONCLUSION

The Applicant maintains that the Natick project is both "vested" and "by-right" under the old solar ordinance. We leave that discussion and debate for the lawyers.

What we as the public know is that not long after the original Master Plan was given its green light, the Commission, the City Council and Mayor Fung all agreed that the original solar ordinance was flawed. In fact, they found it so flawed that it was entirely replaced. That fact is not unimportant today.

Likewise, we know that the three state offices charged with stewarding our energy future, our statewide planning and our environment have all issued guidelines that acknowledge the problems that the solar gold rush has brought to our state. They offer support for legislating development guardrails so communities can move forward in a way that both supports a renewable energy reliant future *and* protects the communities where it is sited. In every one of these documents, the conditions recommended to avoid when siting solar perfectly describe the Natick location. This is true across our region and, even the Applicant now promotes their work in other states by expressly excluding site conditions such as those found at Natick.[49]

As we have stated, time has not been a friend to the Applicant. But we believe the past four-plus years have befriended an honest climate secure future by showing our community how to embrace renewable energy responsibly. It has taught us that protecting our environmental future should not and cannot be at the expense of destroying it.

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[48] https://library.municode.com/ri/cranston/codes/code_of_ordinances?nodeId=CO_TIT17ZO_CH17.20PEUS_17.20.090SPRE

[49] These criteria were listed to the Connecticut Siting Council when Revity Energy, LLC was asked about site selection criteria:
a) Cleared land
b) Disturbed earth such as gravel pits and sand operations
c) Earth quality (lack of ledge)
d) Locations that efficiently located for Interconnection
e) Consistent topography (preferably gradual inclines from N to S)
f) Isolation from residential areas.
(Bruce L. McDermott to Connecticut Siting Council, 2020 July 6, Petition No. 1401 Revity Energy, LLC, Interrogatory CSC-2-43)

Back in 2019, when confronted with the Applicant's argument that the proposed project would offer a myriad of benefits and, especially, financial gains for the city, former Commissioner Vincent asked, "But what are we losing?" We believe that question stands.

If there was not a choice to be made, not a possibility that the project was not correct for our community, your Commission would not be needed. "By right" does not mean it is right.

EXHIBIT I

JANUARY 2019

Natick Ave Solar Project
Requests from Abutters
January 2019

1) Buffering plan:

Abutters and neighbors do not find the current buffer zone to be spatially adequate nor sufficiently aware of the true density of existing deciduous trees that are expected to provide a year-round visual buffer. They also do not feel confident that the proposed buffer plantings will prove successful: according to Southern Sky's own landscape architect, "planting at edges of forest land makes it difficult to establish plantings." Abutters are additionally concerned with the vagueness of the planting plan and the slowness with which the size of proposed plantings can actually accomplish the need for a robust visual buffer.

As such,

a) Abutters request a distance-to-project setback (a no-clear zone) of at least four hundred feet on the south, south-east, north and north-west faces of the project area as well as an additional 100' along the west or wetlands face(s) of the project in order to both adequately buffer neighbors and to allow for any needed adjustments to be made to existing forest edge in order to create successful buffer plantings.

b) Abutters request a new plant inventory that addresses both understory and canopy so as to appear naturalized and not inserted. The planting plan should focus on native species and include a mix of maturities. Tree choice must specifically include mature specimens and be a mixture of coniferous and deciduous species. Abutters wish to work with a landscape architect/arborist team of their choosing and request a local, Rhode Island licensed nursery to provide plant specimens.

2) Protection of property:

Abutters are concerned about the impacts of this project on physical property.

As such,

a) Septic systems of all abutters shall be inspected prior to project work commencing and at the completion of the project. Any damage to septic systems due to blasting, drilling or any other mechanical manipulation shall be repaired by SSRE (or its assigns).

b) Foundations of all abutters shall be inspected prior to project work commencing and subsequently monitored using an inspection- industry accepted standard crack monitoring plan. Any damage to any monitored foundation shall be repaired at the expense of SSRE (or its assigns).

c) Wells of all abutters shall be inspected prior to project work commencing and at the completion of the project. Any damage to wells due to blasting, drilling or any other mechanical manipulation shall be repaired by SSRE (or its assigns).

d) Well water of all abutter wells shall be tested prior to project work commencing, and from there at 6 month intervals for the first three years of the project's operation, thereafter at 1-year intervals for the life of the project and any additional lease-extension The resolution of any adverse affects to any abutters water supply shall be at the expense of SSRE (or its assigns) to include, but not limited to installation of a new well, provision of city water or any other reparation that can restore safe drinking water to abutters.

In all cases above:

i) inspection and repair, if necessary shall be done by companies of the abutters' choice.

ii) these terms shall carry with the abutting properties, not with property owners at time of project and shall be filed with the City of Cranston so as to carry with the property by deed.

iii) all existing condition and monitoring reports shall be shared with abutting property homeowners and filed with the city Planning Department.

3) Protection of Life:

In the event of any blasting, drilling or ledge removal by mechanical means that could place the TPG gas supply line at any risk at all, all abutters request to be:

a) informed of the blast schedule ten business days in advance of blast
b) housed (with pets) at a mutually agreeable off-site location for the duration of the blasting period. Abutters will only return to their homes subsequent to a successful inspection of the gas supply line by TPG.

4) Hours of Operation:

Abutters request limits to the hours of operation during project construction. We request a workday from 9AM-5PM, no weekends or holidays will be allowed.

5) Wildlife and Pollinator Protections:

Abutters understand that wildlife will be greatly affected by loss of native habitat. It is their hope that the increased buffer zone requested will lessen the relocation of animal life and lessen injury resulting from the disruption of pathways and loss of ecosystem protection for deer, fox, coyote, bobcat and smaller mammals.

In addition, abutters request that pollinators, both native and invasive (specifically, honeybees) be protected as follows:

a) seed mix to be used under panels shall be organic-sourced (no GMO seed or otherwise enhanced seed) and consist of local seed varieties that would be found in NE meadows
b) control of growth must be limited to mechanical methods: no herbicides or other chemical means may be used to control growth under the panels

6) Protection of Real Estate values:

Abutters realize that the impact on property values will be substantive- not only for direct abutters but also for neighbors; directly for some and generally in our neighborhood as a result of the decline in comparative sales. Some industry estimates suggest as much as a 25% loss in value for residential properties abutting industrial uses in an otherwise residential neighborhood. We request that Southern Sky work in collaboration with appraisers and our counsel on a reasonable formula for projecting this loss in post-construction real estate value. We additionally request the subsequent creation of a developer- funded escrow account to allow abutters with standing who are not able to sell their property at appraised value during the project's life to be made whole, thereby also protecting the mean property values of our community from excessive decline.

EXHIBIT II

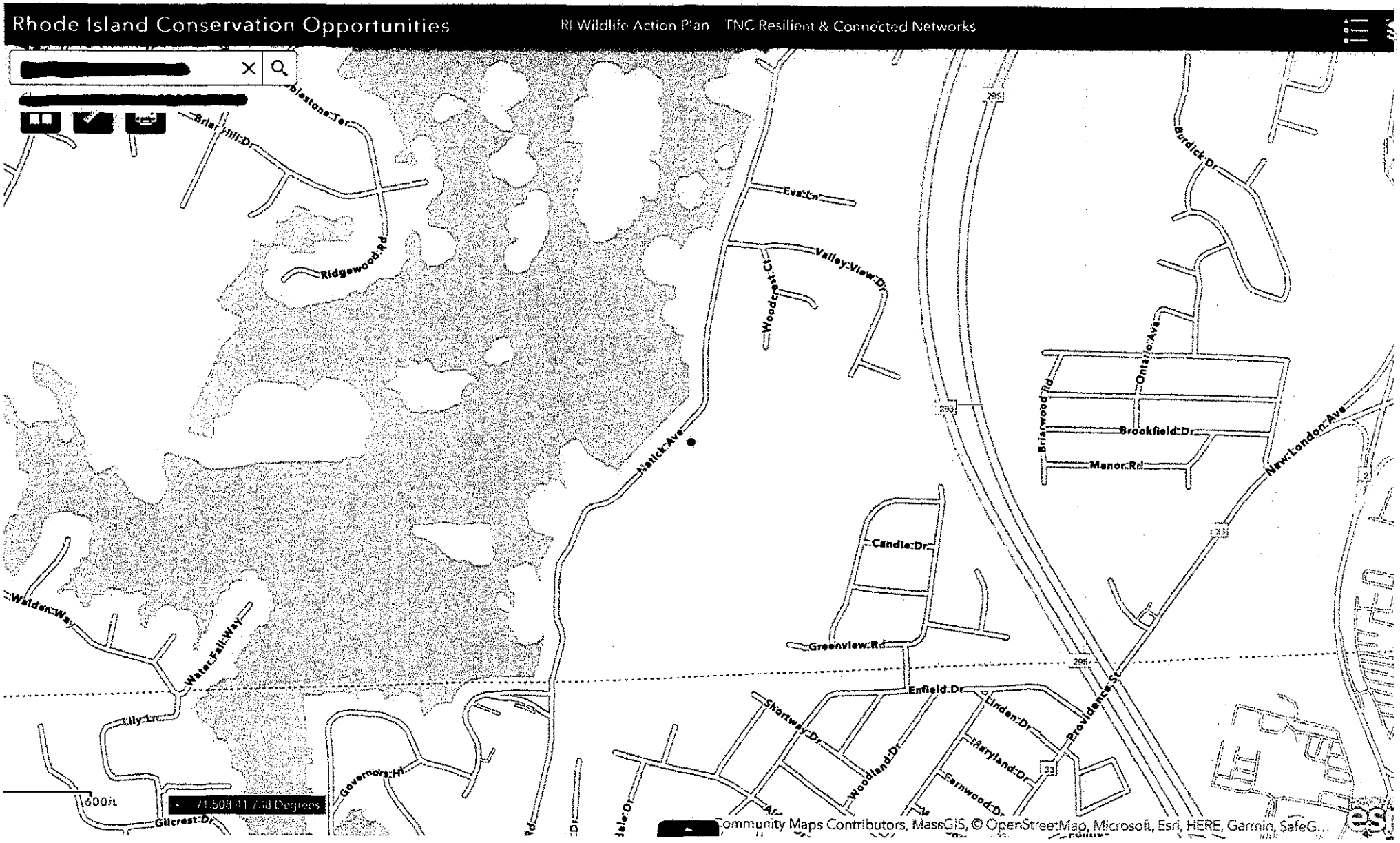

Rhode Island Conservation Opportunities
RI Wildlife Action Plan
TNC Resilient & Connected Networks
Blestone Ter
Briar Hill Dr
Ridgewood Rd
Eva Ln
Valley View Dr
Woodcrest Ct
Burdick Dr
Ontario Ave
Briarwood Rd
Brookfield Dr
Manor Rd
New London Ave
Natick Ave
Candle Dr
Greenview Rd
Enfield Dr
Linden Dr
Providence St
Maryland Dr
Fernwood Dr
Shortway Dr
Woodland Dr
Walden Way
Water Fall Way
Lily Ln
Governors Hl
Gilcrest Dr
295
95
600ft
-71.508 41.738 Degrees
Community Maps Contributors, MassGIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeG...

EXHIBIT III

Moreau Farm Preserve

Estate of Judith B.Moreau

Baseline Monitoring Report – September 14, 2010

Property: Moreau Farm Preserve - Estate of Judith B. Moreau

Natick Avenue, Cranston AP 18 Lots 551, 1229, 1284 and 1929

Monitored: September 14, 2010 by Applied Bio-Systems, Inc.

The Moreau Farm Preserve property surveyed for this baseline is located at 684 Natick Avenue, Cranston. There are a total of 47.08 acres of property that were monitored for this survey. A Farmstead area located within the central part of the property along Natick Avenue consists of a farmhouse and several dwellings along with several areas of pasture for horses. The rest of the surveyed property area, 36.13 acres, is protected and consists of woods with several trails used for walking and horseback riding. A Providence Water Supply Board Easement transects the middle of the property and the eastern property line is the Meshanticut Brook, a perennial river. Two known cemeteries (one unmarked) are located within the property. Natick Avenue is the western property line.

Applied Bio-Systems, Inc. has separated the individual habitat unit types onto an aerial habitat map (Appendix A).

E	Easement	Providence water supply easement Majority of easement maintained and mowed with short grasses.
F	Fields / Pastures	Mowed grass areas interspersed with invasive shrubs and native plants
H	Homestead	Residential structures
P	Pond / Wetland Areas	Stream, wooded swamps, seeps
R	Rock Outcrop	Predominant in southern portion of property
Ri	Riverine / River	Meshanticut River
S	Scrubland	Shrub areas in pastures
W	Woods	Predominantly deciduous woods With several well defined horse trails

EXISTING CONDITIONS:

Several pastures for horse grazing are maintained within the property. There are areas of scrubland where autumn olive and other invasive species are encroaching within these pastures. Numerous well defined horseback riding trails are interspersed throughout the property. The eastern edge of the property is

wetland and riverine habitat associated with the Meshanticut Brook. There is also an unnamed stream that enters the property and parallels the northern property boundary. This wooded wetland habitat provides a diversity of vegetative species that is ideal for many wildlife species.

The river was practically dry during our inspection but during the most seasons, the river will provide a source of water for wildlife. It is likely that during the spring months the wetland will provide habitat for breeding aquatic wildlife such as amphibians and reptiles. The surrounding land use is primarily residential on all sides. There is some remaining woodland to the west across Natick Road. There is an abundance of invasive species within the wetland and woodlands such as autumn olive, multiflora rose, glossy buckthorn, bittersweet, barberry, cypress sedge, and Japanese honeysuckle.

Wildlife Observations

Numerous species of birds and mammals were observed during the two site inspections which occurred on September 7, 2010 and September 14, 2010. Wildlife species observed during our observations were few mainly due to the time of year and day that the surveys took place. Typically, a flora and fauna baseline survey would be documented over a year at different times of day and weather conditions. Additional wildlife surveys should be conducted to verify the presence of additional wildlife species.

Many more wildlife species than those that were observed are expected to occur within the property. Some of these expected species include: great horn owl, mallard duck, wild turkey, American woodcock, red fox, grey fox, coyote, fisher and many others. Special wildlife features include the rock outcrops which provide den sites for mammals and the potential for rare plant and animal species, though none were observed during our inspection. Also, the riverine habitat and open fields provide a variety of wildlife habitats. The open fields provide hunting habitat for predatory hawks, owls, and swallows as well as dragonflies and other inverebrates.

This property is not listed as providing rare species habitat by the Natural History Survey of Rhode Island. There are no known threatened, endangered or rare plant or animal wildlife species that utilize this area (RIDEM Geographic Data Viewer).

Vegetation

Vegetation within the majority of the parcel consists of deciduous upland forest comprised predominantly of hickory (Carya sp.), red maple (Acer rubrum) and yellow birch (Betula sp.). There is little understory within the upland habitats. The wetland habitat provides a dense vegetative understory and diversity important to wildlife habitat. Many invasive species are impacting the woods and wetland / riverine habitat within the property.

RECOMMENDATIONS

We recommend continued wildlife habitat monitoring. Also, invasive plant species removal and monitoring should be performed yearly to combat the threat of these species on the native habitat. Installation and maintenance of bluebird and purple martin boxes is encouraged.

Habitat Map

E- Easement, F- Field / Pasture, H- Homestead, P- Pond / Wetland Area, R- Rock Outcrop, Ri- Riverine / River, S- Scrubland, W- Woods

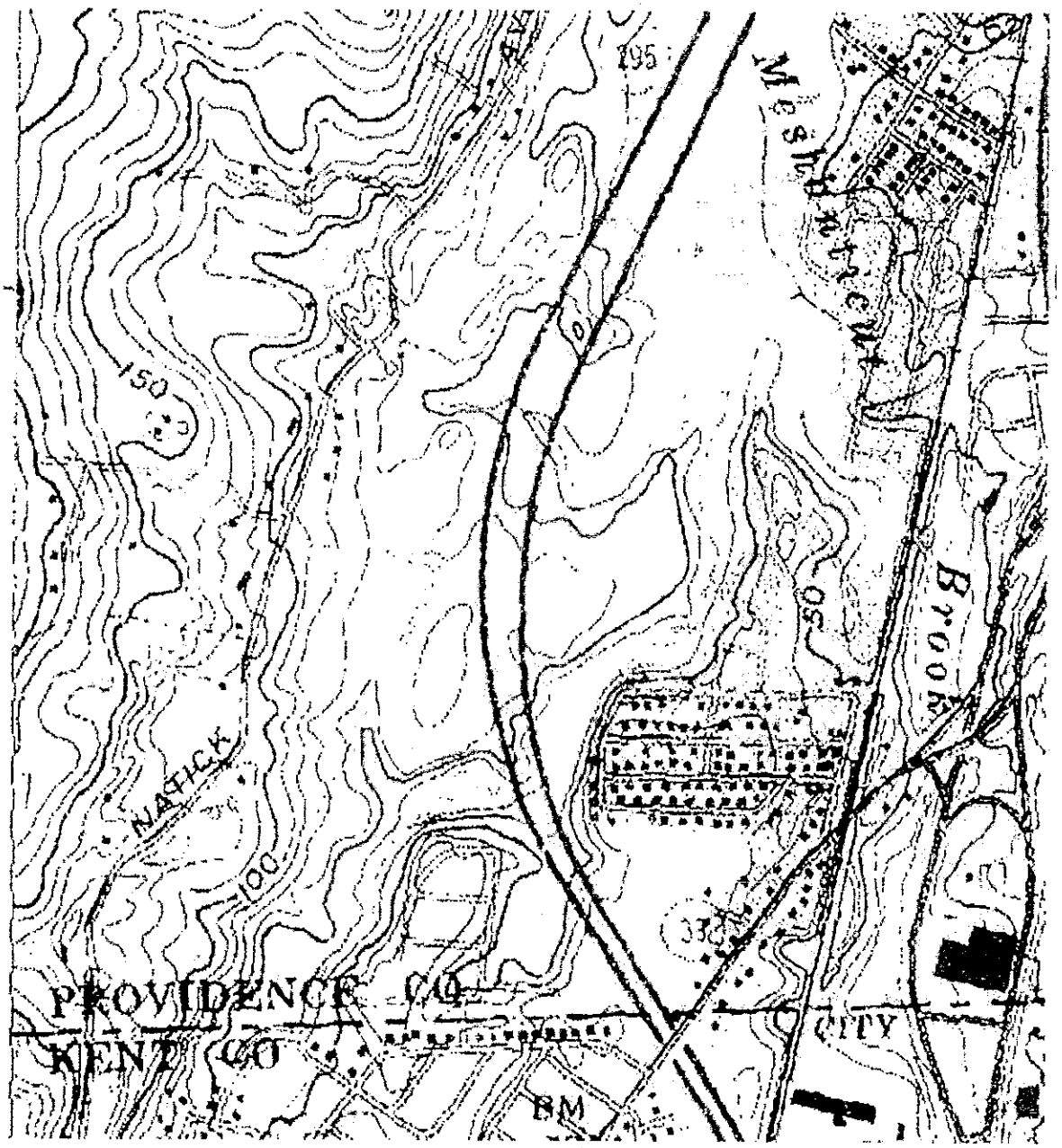
Woods Habitat

Easement / Edge Habitat

Trails and Edge Habitat

Field / Pasture Habitat

Rock Outcrop



USGS East Greenwich Topographic Quadrangle Map

EXHIBIT IV

Applicant and Planning Dept.

Proposal	Total Acres^	Agricultural	Solar*	Wetlands/OS	15% infrastructure	Solar remaining acres	House lots	Agricultural (not prevented by solar project) 15% infrastructure~	remaining acres	House lots	Total house lots
2018 Nov	64	29.3	29.7	5	4.4	25.3	12-13	4.4	24.9	12-13	24-26
2019 Jan	64	29	27.3	7.7	4.1	23.2	11-12	4.4	24.6	12-13	23-25
2029 Apr 30	64.03	30.77	28.26	5	4.2	24.1	12	4.6	26.2	13	25
2019 July 23	64	31.67	27.33	5	4.1	23.2	11-12	4.8	26.9	13	24-25
2022 Nov	64	35.7	23.3	5	3.5	19.8	10	5.4	30.3	15	25
2023 March	64	29	30	5	4.5	25.5	12-13	4.4	24.6	12	24-25
Assessor's acreage											
2018 Nov	61.87	27.17	29.7	5	4.4	25.3	12-13	4	23.17	11-12	23-25
2019 Jan	61.87	26.87	27.3	7.7	4.1	23.2	11-12	4	22.87	11-12	22-24
2019 Apr 30	61.87	28.61	28.26	5	4.2	24.1	12	4.3	24.3	12	24
2019 July 23	61.87	29.5	27.33	5	4.1	23.3	11-12	4.4	25	12-13	23-25
2022 Nov	61.87	33.57	23.3	5	3.5	19.8	10	5	28.57	14-15	24-25
2023 March	61.87	26.87	30	5	4.5	25.5	12-13	4	22.87	11-12	23-25

*2018: Commission minutes, 2018 Dec 4
2019: Murray to Pezzullo, 2019 Jan 25
2019 Apr 30: DEM, SESC plan
2091 July 23: Exhibit A, Metes and Bounds Description, Cranston City Clerk's Office, Land Records, book 6003, p 306.
2022 Nov: Russo letter, 2023 Nov 3
2023 March 20: Agenda

64 acres = 2,658,483 sq. ft. 61.87 acres = 2,564,377.2 sq. ft.
~I used the 15% figure discussed by Pimentel instead of 10% because the USDA Web Soil Survey for this land rates the Septic Tank Absorption Fields as "Very Limited" and the extensive ledge.
"Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without major soil reclamation, special design, or expensive installation procedures. Poor performance and high maintenance can be expected." Source: https://websoilsurvey.nrcs.usda.gov/app/

EXHIBIT V

LEASE

20200707007961O Bk:LR6003 Pg:303
RECORDED Cranston,RI 1/5
07/07/2020 09:01:58 AM NOTICE

MEMORANDUM AND NOTICE OF LEASE
(In accordance with Section 34-11-1 of the
Rhode Island General Laws, 1956, as amended)
As of June 29, 2020

This MEMORANDUM AND NOTICE OF LEASE (this "Memorandum") is made as of June 29, 2020 by and between Ronald J. Rossi, an individual having a mailing address of 1936 Phenix Avenue, Cranston, RI 02921 (the "Lessor"), and Natick Solar, LLC (formerly known as Southern Sky Renewable Energy RI-Natick Ave-Cranston, LLC), a Rhode Island limited liability company, with a principal office located at 117 Metro Center Blvd – Suite 1007, Warwick, RI 02886 (the "Lessee"). Lessor and Lessee are sometimes referred to herein as the "Parties".

1. LEASE AGREEMENT: Lessor and Lessee entered into that certain Lease Agreement dated as of January 8, 2019 (the "Lease"). The terms of the Lease are incorporated herein by reference.

2. PREMISES: The property located on or about Natick Avenue, Cranston, Rhode Island, which is more particularly described on EXHIBIT A attached hereto and by reference made a part hereof, together with easements and access rights, as provided in the Lease, including but not limited to access to and from a public way.

3. INITIAL TERM OF LEASE: The initial term of the Lease has commenced and shall expire on the twenty-fifth anniversary of the date on which the solar photovoltaic facility to be constructed on the Premises in accordance with the Lease has achieved commercial operations.

4. OPTIONS TO RENEW: The Lease provides options to renew for two additional five-year terms.

5. This Memorandum is executed pursuant to the provisions of the Lease and is not intended to modify the provisions set forth in the Lease.

6. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Lease.

7. This Memorandum shall be governed by the laws of the State of Rhode Island without regard to its conflict of law provision.

8. This Memorandum may be signed in any number of counterparts.

20200707007961O Bk:LR6003 Pg:304
RECORDED Cranston,RI 2/6
07/07/2020 09:01:58 AM NOTICE

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

LESSOR:

Ronald J. Rossi

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Cranston on this 11 day of June, 2020, before me personally appeared Ronald J. Rossi, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, or ☒ personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, ~~his free act and deed in said capacity and the free~~ act and deed of.

Notary Public
Printed Name: David H. Ferrara
My Commission Expires: 6/28/2021

[Affix Notary Seal]

DAVID H. FERRARA
Notary Public-State of Rhode Island
ID#95353
My Commission Expires
June 28, 2021

20200707007961O Bk:LR8003 Pg:305
RECORDED Cranston,RI 3/5
07/07/2020 09:01:58 AM NOTICE

LESSEE:

Natick Solar, LLC

By:_____
Kyle P. Palumbo, Authorized Party

STATE OF RHODE ISLAND
COUNTY OF KENT

In Warwick, on this 29th day of June, 2020, before me personally appeared Kyle P. Palumbo, as Authorized Party of Natick Solar, LLC who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, or ☑ personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Natick Solar, LLC.

_____
Notary Public
Printed Name: Johanna L. Rosas
My Commission Expires: 6/16/23

Johanna L. Rosas LICENSE NO 76455 NOTARY PUBLIC MY COMMISSION EXPIRES 06/16/2023 STATE OF RHODE ISLAND

[Affix Notary Seal]

JOHANNA L. ROSAS
Notary Public, State of Rhode Island
My Commission Expires June 16, 2023

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RECORDED Cranston,RI 4/5
07/07/2020 09:01:58 AM NOTICE

DiPrete Engineering

7/23/2019

EXHIBIT A

Metes and Bounds Description

Lease Area

Cranston, Rhode Island

That certain parcel of land, with all buildings and improvements, situated westerly of Natick Avenue in the City of Cranston, Providence County, the State of Rhode Island and Providence Plantations and shown as **Lease Area** on that plan entitled [plan title] and being more particularly described as follows:

Beginning at a point on the southwesterly corner of land now or formerly Tricia Jutras (AP 22-3, Lot 5), the easterly corner of now or formerly Ronald Rossi (AP 22-3, Lot 108), and the easterly corner of the herein described parcel;

Thence South 64°50' 41" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 132.23 feet;

Thence South 0°33' 24" East, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 95.16 feet;

Thence South 57°32' 14" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 139.13 feet;

Thence South 38°52' 59" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 512.34 feet;

Thence South 84°45' 51" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 285.24 feet;

Thence South 84°42' 51" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 182.72 feet;

Thence South 85°04' 31" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 221.13 feet;

Thence South 85°48' 51" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 142.35 feet;

Thence South 84°40' 55" West, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 136.43 feet;

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RECORDED Cranston,RI 5/5
07/07/2020 09:01:58 AM NOTICE

DiPrete Engineering

7/23/2019

Thence North 20°59' 50" East, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 731.03 feet;

Thence North 20°59' 50" East, across land of said Ronald Rossi (AP 22-3, Lot 119), a distance of 310.64 feet;

Thence North 20°59' 50" East, across land of said Ronald Rossi (AP 22-3, Lot 108), a distance of 39.79 feet;

Thence North 80°26' 41" East, bounded northerly by land of now or formerly Barbara Czerwien (AP 22-4, Lot 324), a distance of 323.21 feet;

Thence North 79°51' 08" East, bounded northerly by land of now or formerly Carl E. Swanson and Carol E. Goodwin (AP 22-4, Lot 122), a distance of 238.26 feet;

Thence North 80°09' 28" East, bounded northerly by land of now or formerly Daniel W. and Holly W. Zevon (AP 22-4, Lot 118), a distance of 599.25 feet;

Thence South 9°50' 32" East, bounded easterly by land of now or formerly Louis J and Mary H. Manocchio (AP 22-3, Lot 116), a distance of 213.00 feet;

Thence South 9°01' 10" West, bounded easterly by land of said Tricia Jutras (AP 22-3, Lot 5), a distance of 291.71 feet to the point of beginning.

The above described parcel contains 1,169,072 square feet (26.84 acres) in AP 22-3, Lot 108, and 21,375 square feet (0.49 acres) in AP 22-3, Lot 119, more or less.

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated as of _____, 2019, (the "Effective Date"), and is entered into by and among **Natick Hill Farm, LLC**, a Rhode Island limited liability company with an address of 1936 Phenix Avenue, Cranston, RI 02921 (hereinafter together with his successors and assigns referred to as, "Lessor"), and **Southern Sky Renewable Energy RI-Natick Ave-Cranston, LLC**, a Rhode Island Limited Liability Company, for itself and any and all its successors and assignees permitted hereunder, with a principal office at Southern Sky Renewable Energy Rhode Island, LLC - c/o Ralph A. Palumbo, 117 Metro Center Blvd – Suite 1007, Warwick, RI 02886 (together with its successors and assigns, "SSRE") and _____ (hereinafter the "Co-Lessee" or "PENMFA Counterparty") (SSRE, its successors and assigns and the Co-Lessee are hereinafter collectively the "Lessee") Lessor, Lessee and Co-Lessee are sometimes referred to herein as "the Parties". The Parties agree and acknowledge that this Lease supersedes and replaces that certain Lease Agreement dated _____, 2019 between Lessor (as lessor) and SSRE (as lessee).

WHEREAS, Lessor is the owner of the real property more particularly described in the attached Exhibit A (the "Property");

WHEREAS, SSRE is interested in leasing that portion of the Property shown on Exhibit B as the Lease Area (herein referred to as the "Premises"), for the purpose of installing and operating thereon an approximately 9 Megawatt Direct Current ("MW DC") (+/) solar photovoltaic System;

WHEREAS, SSRE is in the business of developing, installing, owning and operating such a System;

WHEREAS, SSRE desires to obtain the exclusive right to occupy the Premises and to develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located on the Premises;

WHEREAS, SSRE shall own and in its discretion sell or otherwise transfer to others the electrical output of the System or corresponding Net Metering Credits.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. Premises and Related Rights.

   a) The Premises consist of a portion of the Property designated by the City of Cranston Tax Assessor as Lot 108 on Assessor's Plat 22, as presently constituted, and as more particularly described in Exhibits B and B1, attached hereto and by reference made a part hereof, including access rights via the gravel road commencing off Natick Avenue and bordering the Premises as more particularly identified in Exhibit B1 and subject to any and all easements of record; expressly reserving to Lessor, its successors and assigns (1) a twenty (20) ft. (+/-) wide right of way on the north side of the Premises in a location to be determined by SSRE in its sole discretion and improved by SSRE to a width of not less than fifteen (15) ft. (+/-) with a gravel or paved surface as determined by SSRE (hereafter the "Right of Way") and (2) a 50' right of way on the southerly side of the Premises co-extensive (i.e. overlapping) with the right of way (the "Pipeline ROW") recorded in Book 739 at Page 762 ("Instrument") . The Pipeline ROW may be used by

Lessor, its successors and assigns for all purposes reserved to the grantor in said Instrument to the extent, in Lessee's reasonable determination, such purposes do not interfere or otherwise adversely affect in any material respect the System's proper and optimal operation. The Lessee shall comply with the provisions of the Instrument to the extent the Premises is co-extensive (i.e. overlapping) with the Pipeline ROW and only to the extent Lessor is likewise required by the Instrument to comply therewith, and Lessee shall indemnify, defend and hold harmless the Lessor for all lost cost, and reasonable expense, including reasonable attorney's fees resulting from any violation by Lessee of the terms thereof and not resulting from the negligence or willful misconduct of Lessor and/or Lessor's agents, successors, assigns, representatives, visitors, or invitees. The Pipeline ROW may be used by Lessee for access and to furnish utilities to the Premises if not prohibited by the Instrument. The Right of Way may also be used by Lessor, its successors and assigns (i) to access and furnish utilities to that portion of the Property not included in the Premises; (ii) to access and furnish utilities to other property owned by Lessor or its affiliates namely Lot 119 and Lot 133 both on Plat 22, and any adjacent property acquired by Lessor, its affiliates, its successor and assigns, and including all uses that may be necessary or convenient to the development of house lots on Parcel A; and (iii) with Lessee's prior consent (which consent shall not be unreasonably withheld or delayed or conditioned), for any other purpose which, in Lessee's reasonable determination, does not interfere or otherwise materially and adversely affect in any respect the System's proper and optimal operation. Lessor may at its sole expense, improve the Right of Way so long as the construction does not impair Lessee's ability to access the Premises during construction and Lessor controls dust and debris during construction so as not to negatively impact Lessee's solar panels. Lessor shall provide Lessee with copies of plans and a description of the proposed improvements to the Right of Way not less than sixty (60) days prior to commencement of construction. Within fourteen (14) days of Lessee's receipt of said plans and description of the proposed improvements, Lessee shall either consent to the improvements or reject the proposed improvements with an explanation for the rejection. No improvements shall be made to the Right of Way by Lessor unless and until Lessee consents to said improvements, which consent shall not be unreasonably withheld. Lessor agrees to indemnify Lessee, or in the event of the use by any successor or assignee, then such successor or assignee by such use or improvement, for all damages and losses resulting from the improvement of or use of the Right of Way by Lessor, its subcontractors, successors, assigns or invitees as applicable. Upon Lessor's completion of improvements to the Right of Way, Lessor, its successor and assigns, shall thereafter be responsible for maintenance and upkeep of the Right of Way. In the event of Lessor's failure to maintain the Right of Way, Lessee shall have the right to perform necessary maintenance and upkeep and shall be entitled to offset rent otherwise due to Lessor.

b) Subject to receipt of the first rent payment and to the terms of this Lease, Lessor hereby leases the Premises to Lessee to occupy and to develop, design, engineer, construct, build, access, monitor, install, own, operate, fix, update and maintain thereon, the System for the generation and distribution of electrical power (the "Permitted Use"), and for no other purpose. The Permitted Use also includes the right to test, survey and check title of the Premises, decommission of the System as set forth in Section 4 of this Lease and the performance of any other acts necessary to the successful and secure operation of the System, as determined by SSRE in its reasonable discretion.

c) Lessor represents and warrants that the Premises will be delivered to Lessee "As Is".

d) Lessor represents and warrants that to the best of Lessor's Knowledge: (i) at the time of the commencement of the Lease, the Premises will be in compliance in all material respects with all applicable federal, state and local laws (including but not limited to Environmental Laws), regulations, bylaws, codes and other legal requirements applicable to the Premises and Lessor shall provide any available documentation of the same as reasonably requested by the Lessee, and (ii) there is currently no and there has previously been no actual or threatened release of any Hazardous Substances on, under, or about the Premises.

e) Lessee shall not be liable for any environmental conditions or violations of any Applicable Law on the Premises arising from, or related to, acts or omissions occurring prior to the Effective Date, including, but not limited to, conditions related to any Hazardous Substances. SSRE shall purchase an environmental liability policy in the form attached hereto, with term, deductible and policy limits in its sole discretion, to mitigate an environmental matter. In the event of a claim arising out of an environmental condition that predates the Effective Date, Lessor shall be responsible to pay the policy deductible in a timely manner. The deductible shall be in an amount not to exceed _____ Dollars ($_____). The payment of such deductible by Lessor shall be deemed a complete satisfaction of all liability of Lessor to Lessee for any liability hereunder for any environmental condition or issue that predates the Effective Date. In the event of any environmental issues, Lessor and SSRE shall collaborate in good faith on the method to address and timely resolve such environmental matters. Lessor shall be named an additional insured on said policy. Subject to the immediately following sentence, Lessor and Lessee shall mutually select the contractor (which may be a contractor that is an affiliate of the Lessor) to perform any cleanup which said contractor may legally perform with full credit for the reasonable charge therefor against the policy deductible. The parties agree and acknowledge that the selection of said contractor shall be through a competitive bidding process at market pricing and subject to commercially reasonable terms. The policy shall waive all insurer's rights of subrogation against Lessor and his/its successors and assigns.

f) SSRE shall obtain at its sole cost and expense, all required Governmental Approvals, including without limitation, permits and approvals from Rhode Island Department of Environmental Management (DEM) and such other permits and approvals as may be necessary from the Federal government, the State of Rhode Island, the City of Cranston, and/or the PENMFA Counterparty.

g) Definitions. Capitalized terms not otherwise defined in this Lease have the meanings assigned to them in Exhibit C.

2. Rent and Deposit.

a) For the period commencing on the Effective Date and continuing until the earlier of October 31, 2019 or the first day of the month following the date that the System has been commissioned and achieved Commercial Operations (the "Pre-Commercial Operations Term"), SSRE shall pay Lessor, on or before the Effective Date, rent in the amount of _____ Dollar. If Commercial Operations have not been achieved by October 31, 2019 then, unless terminated in accordance with this Lease, SSRE shall pay to Lessor an amount equal to $_____ per month on the first day of each month until the earlier of (i) Commercial Operations or (ii) the later of (a) June 15, 2020, or (b) the

expiration of applicable appeal periods for all Governmental Approvals, but in no event later than January 1, 2022 unless otherwise agreed by Lessor and Lessee

b) Commencing on the Commercial Operations Date and on the first (1st) day of each year thereafter during the term of this Lease, SSRE shall pay annual rent payments ("Base Rent") to Lessor in the amount of _____ Dollars ($_____) per installed system nameplate capacity MW DC, in twelve (12) monthly installments, on the first day of each month subject to escalation as set forth below. The System nameplate capacity is currently estimated to be a 8.10 MW DC System for a total year one annual Base Rent estimated at $_____ (actual amount to be determined after final system sizing has been determined), provided that, the minimum Base Rent will be no less than _____ Dollars ($_____) per year. Rent for any partial months shall be pro-rated based upon the rent set forth above.

c) Base Rent (and minimum Base Rent) shall escalate by one percent (1.00%) of the prior year's Base Rent (or minimum Base Rent as applicable) each year of the Term and Renewal Term(s) starting in year two (2) of the Lease Term. The estimated Base Rent is attached hereto as Exhibit C.

d) Real Estate taxes will be paid by SSRE to the City of Cranston as "Additional Rent" in accordance with and subject to the Tax Ordinance. "Additional Rent" shall include without limitation any and all real estate taxes assessed on the Premises or any part thereof, levies, personal property taxes, betterments or assessments, fees or charges, or other costs of whatever nature, that are assessed or chargeable during the term of this Lease in relation to the Premises, SSRE's use thereof, and/or the System. Base Rent and Additional Rent shall hereinafter be collectively referred to as "Rent". In the event that Lessor is successful in obtaining a reduction in the real estate taxes levied against the Premises, Lessee shall nonetheless continue paying the Additional Rent at the rate in effect prior to said reduction (meaning any reduction obtained by Lessor shall not affect the Additional Rent paid by Lessee hereunder). Notwithstanding the foregoing, it is the intention of the parties that this Lease is an "absolute net lease" and Lessor shall receive the Base Rent, Additional Rent and other sums required of Lessee under this Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises other than those otherwise described in this Lease, and those related to Lessor's obligations related to pre-existing environmental conditions at the Premises (if any) as set forth herein, which shall arise or become due during the Lease term, all of which shall be paid by Lessee.

e) In addition to the rent as hereinabove provided, Lessee agrees to pay Lessor, simultaneously with the execution of this Lease, a sum equal to $_____ ($_____ / 12) (the "Security Deposit"), which amount shall constitute last month's rent and additional security for the period following the Pre-Commercial Operations Term, which shall be held by Lessor in an FDIC insured bank account, during the term hereof, or any extension, as security for the full, faithful, and punctual performance by Lessee of all covenants, obligations, and conditions of this Lease, and as security for any payments due hereunder. In the event of any early termination made in accordance with this Lease, Lessor shall be entitled to keep the Security Deposit and the Removal and Restoration Period shall commence.

f) First Option to Extend-Rent. Should SSRE exercise Lessee's first option to extend pursuant to the terms of this Lease for an additional five (5) years (the "First Option

Term"), the Base Rent shall increase by 1.00% per year in each year of the First Option Term. All other payment terms, including, without limitation, Additional Rent, shall remain in effect during the First Option Term.

g) Second Option to Extend- Rent. Should SSRE exercise Lessee's second option to extend pursuant to the terms of this Lease for an additional five (5) years beyond the First Option Term ("Second Option Term"), the Base Rent shall increase by 1.00% per year in each year of the Second Option Term. All other payment terms, including, without limitation, Additional Rent, shall remain in effect during the Second Option Term.

h) Lessee Responsibility for Rent and Deposit and Other Amounts. Notwithstanding anything to the contrary contained herein, it is understood and agreed that SSRE shall have sole responsibility for payment of all amounts due or that may become due to Lessor under this Lease, including, without limitation, rent, utilities, insurance expense and indemnification expenses. Notwithstanding a party's status as Co-Lessee hereunder, Lessor agrees that any Co-Lessee shall not be responsible for payment of any amounts that are due or that may become due under this provision of the Lease.

3. Term and Termination; Holdover.

a) The Pre-Commercial Operations Term of this Lease shall commence and terminate as set forth above.

b) Subject to the provisions herein concerning payment of Base Rent, the term of this Lease shall commence on the Commercial Operations Date, and shall continue until the twenty-fifth (25th) anniversary of said date at which time, unless otherwise extended pursuant to Section 2(f) or (g) above or previously terminated in accordance with provisions of this Lease, the Lease Term shall expire (the "Expiration Date"). Within ten (10) days of the Expiration Date Lessor shall return the entire Security Deposit plus interest accrued thereon minus any deductions taken by Lessor in accordance with the terms of this Lease to SSRE by wire transfer of immediately available funds to an account designated in writing by SSRE. If the Security Deposit is not returned to SSRE as aforesaid within ten (10) days after written notice from SSRE, Lessor shall pay to SSRE an amount equal to .5% of the outstanding amount of the Security Deposit for each week it remains unreturned up to a maximum of 20%.

c) SSRE shall provide written notice to Lessor of commencement of construction.

d) SSRE shall have two options to extend the Lease for five (5) additional years each by providing Lessor with written notice of its election to extend on or before expiration of the Lease Term or the extended term. If this Lease is terminated, SSRE shall, at its sole cost and expense, remove the System and restore the Premises in accordance with Section 4 hereof. In connection with such removal and restoration, SSRE and its affiliates and subcontractors shall have a license to access the Premises for the purpose of completing the removal and restoration.

e) If for any reason the PENMFA is terminated, Lessor agrees to release the Co-Lessee from any and all obligations under this Lease. Furthermore, upon termination of the PENFMA the Co-Lessee agrees that its rights as a (co) Lessee under this Lease will terminate and the Lessor and the Co-Lessee will have no further obligations to each other. If the PENFMA is terminated through no fault of SSRE then SSRE will use best

efforts to enter into a new net-metering credit arrangement or other off-taker agreement. If SSRE is unable to do so within 120 days and an additional reasonable allowance for extension then it may terminate early this Lease.

f) Holding Over. If Lessee remains in possession of the Premises after the Removal and Restoration Date or has not completed removal of the System by the Removal and Restoration Date without the execution of a new lease, Lessee, at Lessor's option, shall be deemed to be occupying the Premises as a Lessee from month to month, subject to all of the terms and conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except for Base Rent, which shall be in an amount equal to 150% of the then current Base Rent or market rate, whichever is higher.

4. Removal of System at Expiration. Upon the expiration or earlier termination of the Lease, SSRE shall, at its sole cost and in accordance with all Applicable Laws, remove the System and restore the Premises to their original condition, exclusive of utility installations, building foundations installed upon the Premises and the necessary site civil work (blasting, grading, access road upgrades, etc.) required to install the System, by the Removal and Restoration Date. Lessee shall pay Rent at a rate of $_____ per month during the Restoration and Removal Period and if not removed by said date, then SSRE shall pay rent as set forth in Section 3(f). On or before Commercial Operation, SSRE shall provide Lessor with an estimate from an independent third-party engineer or consultant of SSRE's choosing, establishing the cost required to remove the System from the Premises and to repair any damage caused to the Premises from such removal. No later than ten (10) days prior to the date on which the System achieves Commercial Operation SSRE shall establish an interest bearing escrow account to which the Lessor shall be a party at a FDIC insured financial institution selected by SSRE, in the amount established above ("Removal Escrow") to secure the funding of the removal. The Removal Escrow shall be maintained during the Term of this Lease. Interest on the Removal Escrow funds shall be held in the Removal Escrow Account and shall only be released in accordance with the terms of the Removal Escrow agreement. Within a reasonable time after the Expiration Date, Lessor shall cooperate with SSRE and allow SSRE, its successors or assigns to use the Removal Escrow account to fund the cost of removal. Alternatively, in the event that SSRE, its successors or assigns fully satisfies all of its obligations with respect to the removal of the System and the repair and restoration of the Premises on its own account to Lessor's reasonable satisfaction, Lessor shall acknowledge the same in writing, and the then remaining balance of the Removal Escrow shall be released to SSRE, its successors or assigns in accordance with the terms and conditions of the escrow agreement.

5. System Construction. SSRE shall conduct a pre-construction meeting with Lessor before commencement of any construction activities. SSRE shall, at its sole cost and expense, cause the System to be designed, engineered, permitted, installed, constructed and removed, and shall perform any work at the Premises expressly permitted by the terms of this Lease, including but not limited to repairs or modifications to the System, in accordance with all Applicable Laws, good industry practices, the requirements of any Governmental Authority (including without limitation the Department of Environmental Management) and Local Electric Utility, and any and all applicable manufacturer's warranties and instructions. SSRE shall be responsible for the security of all materials and equipment and safety of all persons at the Premises, and shall reasonably remove debris at the end of each day during construction and maintain the Premises in a safe condition throughout the work. During design and construction of the System, SSRE shall keep Lessor informed regarding the progress, scheduling, and coordination of the work, and shall conduct progress meetings with

representatives of Lessor. Any signage on the Premises or Improvements shall be in compliance with all applicable laws and Lessee shall obtain Lessor's written consent prior to installing any signs, such consent not to be unreasonably withheld. Subject to the immediately following sentence, R. Rossi Farm & Excavation, Inc. and Earthworks, LLC and their successors and assigns shall have a right of first refusal on all contracts for excavation, tree cutting, removal and maintenance, mowing, landscaping and grading on the Premises and any portions of the remainder of the Property on which Lessee is entitled to perform work. The parties agree and acknowledge that the selection of said contractor shall be through a competitive bidding process at market pricing and subject to commercially reasonable terms.

6. System and Output Ownership. Lessor acknowledges and agrees that SSRE shall be the exclusive owner and operator of the System, that all alterations, additions, improvements, installations or equipment used in connection with the installation, operation or maintenance of the System or comprising the System are, and shall remain, the personal property of SSRE and shall not become fixtures, notwithstanding the manner in which the System is or may be affixed to any real property of Lessor and neither Lessor nor any affiliate, lender or successor in interest of Lessor shall have any right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises. Lessor shall have no development or other interest in the System or other equipment or personal property of SSRE installed on the Premises, and SSRE may remove all or any portion of the System at any time and from time to time as SSRE may require. Without limiting the generality of the foregoing, Lessor hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof.

   Lessor acknowledges that SSRE is the exclusive owner of electric energy generated by the System and owner of all environmental attributes, tax attributes and environmental incentives attributable to the System.

7. Access to Premises. Commencing on the Effective Date and throughout the Lease Term and subject to the terms of this Lease, SSRE shall have the exclusive right to enter upon the Premises to undertake tests, inspections, surveys and investigations reasonably necessary for construction of the System ("Tests") subject to advance approval of Lessor, which shall not be unreasonably withheld, provided that SSRE shall indemnify, hold harmless and defend Lessor from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the Tests, and provided further that SSRE shall restore the areas of the Tests to their original condition, and shall not be permitted to perform any destructive testing or inspections. Lessee shall have all insurance required in Exhibit E before occupying the Premises provided that, the Environmental Insurance shall be obtained prior to Construction Commencement. SSRE shall take all precautions against any injury to the Premises and adjacent property and structures and maintain the Premises substantially in its original condition. Lessee may also use the Premises for the temporary construction lay-down, storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and temporary facilities reasonably necessary during the furnishing, installation, interconnection, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System, provided that SSRE shall reasonably remove trash and debris from the space so designated, and shall restore the space substantially to its original condition promptly after such temporary use. Lessee shall at all times exercise reasonable care and conduct itself in accordance with Applicable Laws and in a professional manner when at the Premises, and shall observe the reasonable requests of Lessor, including, but not limited to, when entering and exiting the

Premises, and in the storage of equipment and materials at the Premises. Lessee shall not obstruct reasonable access to the Premises. In addition to any right of access provided under this Lease, Lessor shall from time to time, upon two (2) Business Days' notice, have access to inspect the Premises during the Lease Term (including, without limitation, during construction and installation of the System); provided that in the event of an emergency, Lessor may enter the Premises without the need to provide a two-business-day notice, but shall in such event provide oral or written notice to Lessee as soon as reasonably practicable.

8. Representation and Warranties of the Parties as to Authorization and Enforceability. Each Party represents and warrants that the execution by such Party of this Lease has been duly authorized, does not and will not require any further consent or approval of any other person or entity, other than the Governmental Approvals required to be obtained under the Lease. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by Applicable Law.

9. Representations, Warranties and Covenants of the Lessor and Lessee; Quiet Enjoyment.

a) Lessor's Title to Premises. Lessor represents and warrants that it has a fee simple interest in title to the Premises. Subject to Applicable Law, and the terms of the Lease, and so long as Lessee is not in default of the Lease, Lessor agrees that Lessee shall have quiet enjoyment of the Premises subject to easements now of record; provided, however, in the event of any mortgages on the Premises, Lessor shall obtain Subordination, Non-Disturbance and Attornment agreements from all mortgagees in a form reasonably acceptable to Lessee and its lenders. Lessor represents to Lessee that, to the best of Lessor's knowledge, there are no covenants, restrictions, rights of way, easements or other encumbrances on the Premises which will prevent the Lessee's right of access and use of the Premises for the purposes described herein other than as set forth in Exhibit A. Lessee shall comply with and honor such easements, and SSRE shall indemnify, hold harmless and defend Lessor from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the violation of such easements now of record by SSRE, and its agents and contractors.

b) Lessor's Alienation of Premises. Lessor may sell, mortgage, assign or otherwise alienate the Premises after providing Lessee at least thirty (30) days prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of the transfer, provided that, the party obtaining such security interest executes a Subordination, Non-Disturbance and Attornment Agreement as defined below. Lessor agrees that this Lease shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, tenant, assignee, mortgagee, pledgee or any party to whom a lien has been granted to execute and deliver to Lessee a document acknowledging Lessee's rights in the Premises as set forth herein including without limitation, an acknowledgement by the transferee that it has no interest in the System and shall not gain any interest in the System by virtue of the Lessor's transfer.

c) No Interference With and Protection of System. Excluding requirements of Applicable Law and the terms of this Lease, Lessor will not conduct activities on, in or about the Premises that will cause material damage to, or impairment of the System or otherwise adversely affect the operation thereof. The System shall be operated, maintained and repaired by SSRE or its permitted assignee at its sole cost and expense.

d) Non-Disturbance Agreements. Upon SSRE or Lender's reasonable request, Lessor shall obtain a Non-Disturbance and Attornment Agreement in favor of SSRE from any third party who currently has or in the future obtains an interest in the Premises, reasonably in accordance with the form attached hereto as Exhibit I ("SNDA"). Lessor shall use its best efforts to ensure that any such SNDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Lease; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Lease; (iv) and agrees not to disturb Lessee's possession of the Premises absent Lessee's default hereunder.

e) Insolation. SSRE shall have the right to remove trees on the west side of the Property during construction of the solar field, as follows: SSRE shall have the right to remove trees on the Property within the area lying one hundred (100) feet to the west boundary line of the Premises that interfere with insolation provided such area is graded after removal. Lessor shall not construct or permit to be constructed any structure of any height within the area lying one hundred (100) feet to the west boundary line of the Premises that would adversely and materially affect insolation of the System, that is no structure shall have a distance-to-height ratio in excess of 2:1. For illustration purposes only, (i) any structure ten (10) feet from said west boundary line may not exceed five (5) feet in height, and (ii) any structure one hundred (100) feet from said west boundary line may not exceed fifty (50) feet in height.. Lessor shall have the right to landscape the area along the Right of Way provided that the landscaping does not create any shade cast on the solar panels.

f) Liens. Lessor shall not create any mortgage, lien (including mechanics,' labor or materialman's lien), security interest, or similar encumbrance on or with respect to the System or any interest therein. Nothing herein shall prevent the Lessor from assigning its rights hereunder in connection with a sale of the Premises, or with any financing related to the Premises, or from mortgaging the Premises in accordance with the terms of this Lease.

g) Representations Regarding Security Interest in System. Lessor acknowledges and understands that, in addition to a Leasehold Mortgage, part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest in the System under the Uniform Commercial Code ("System Security Interest" and together with the Leasehold Mortgage, referred to as the "Security Interest"). Lessee acknowledges and agrees, however, that, notwithstanding anything to the contrary in this Lease, the Security Interest and Lessee's leasehold estate shall be subordinate to the interest of the Lessor in the Premises and subject to the terms of this Lease.

h) Utilities. SSRE shall be responsible for obtaining and paying for all utilities used at the Premises, including, without limitation, electricity and water. Separate meters for such utilities shall be installed and maintained at SSRE's sole cost and expense, and SSRE shall be responsible for all utility and other related expenses.

i) Lessor and Lessee agree that Lessee will pay all real estate taxes and other amounts described in Section 2(d) directly to the City of Cranston or other applicable Governmental Authority. Within 10 days of receipt thereof, Lessor shall provide notice

to SSRE of any notices received by Lessor from the City of Cranston or any other Governmental Authority relating to the Property or any taxes due or owed on the Property or the System. SSRE shall have thirty (30) days or such shorter period as when same may be due to pay amounts due under such notices, together with all charges resulting from any late payment.

10. Representations, Warranties and Covenants of Lessee. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under Rhode Island law.

a) Liens. Except for a Lender's Security Interest, or ownership of Lessee's interest, in this Lease, Lessee's personal property or the System, Lessee shall not directly or indirectly cause, create, incur, assume or, if arising out of Lessee's activities or omissions at the Premises or pursuant to this Lease, suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Premises, and agrees to forthwith discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Premises. In addition to, and not in limitation of, any other rights and remedies available to Lessor, SSRE shall save, hold harmless, and indemnify Lessor from and against any and all damages, claims, liabilities, losses, costs and expenses, including attorneys' fees, arising out of any such liens and any failure of Lessee to comply with this section.

b) If a lien is recorded against the Premises and/or the System on account of work done or caused to be done by Lessee, Lessee shall have thirty (30) days following the date of recordation in which to cause said lien to be removed. Should Lessee receive notice of any claims of lien filed against the Premises, or of any action affecting the title to the Premises, it shall immediately furnish Lessor with written notice thereof. If Lessee is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien shall have been filed, Lessor may, but shall have no obligation to, pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor, and Lessee shall pay the same to Lessor with interest at the maximum lawful rate (or if there be no prescribed maximum rate, at the rate published by the Wall Street Journal as the prime rate plus one percent (1%) per annum) from the dates of Lessor's payments, or in the event such rate is no longer published such reasonably equivalent index as Lessor and Lessee may agree. Lessor, or its representatives, shall have the right to go upon the Premises at all reasonable times to post and keep posted thereon notices of non-responsibility, or such other notices as Lessor may deem necessary for the protection of Lessor's interest in the Premises. Before the commencement of any work which might result in any such lien, Lessee shall give Lessor written notice of its intention to do so in sufficient time to enable the posting of such notices; provided, however, in no event shall Lessee give said notice to Lessor less than ten (10) business days prior to the commencement of such work.

c) Statutory Filings. SSRE shall be responsible for any statutory filings required by law.

d) Notice of Damage or Emergency. SSRE shall immediately notify Lessor if SSRE becomes aware, through discovery or receipt of notice or otherwise, (i) of any damage to or loss of the use of the System, or Premises; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or Premises; or (iii) of

any interruption or material alteration of the energy supply to or from the Premises or the System.

c) [Intentionally Omitted.]

11. Hazardous Substances. Lessee shall not introduce, use, or cause to be introduced, any Hazardous Substances on, in or under the Premises except to extent necessary to complete the intended and permitted use under this Lease and in compliance with all Applicable Laws. If Lessee becomes aware of any such Hazardous Substances, it shall make all reasonable efforts to notify the Lessor of the presence of such Hazardous Substances in writing. Lessor agrees that it will not, and will not allow others under its control to use, generate, store or dispose of any Hazardous Substances on, under, about or within the Premises in violation of any law or regulation.

a) SSRE Indemnity. SSRE agrees to indemnify, defend, hold harmless Lessor from and to assume all claims, suits, penalties, obligations, damages, losses, liabilities, payments, costs and expenses (including without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines incurred pursuant to any Environmental Laws) arising out of or related to any spill, discharge, leakage, contamination or storage of any Hazardous Substances whether or not such an event or condition required remediation, corrective action or other action, in order to comply with any Environmental Laws which are related to (i) the failure of SSRE or its agents, employees, contractors, subcontractors, licensees or invitees to comply with any of the Environmental Laws or Governmental Approvals from and after the Effective Date, (ii) Hazardous Substances on or about the Premises which are in any way caused by the acts or omissions of the SSRE's agents, employees contractors, subcontractors, licensees or invitees.

b) Exceptions: Except to the extent covered by the environmental insurance obtained by SSRE pursuant to Section 13(d), SSRE shall have no obligation to defend, indemnify or save harmless Lessor for, from and against any and all claims (including, without limitation, attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines incurred pursuant to any Environmental Laws arising out of or related to (i) conditions caused or existing on the Premises prior to the Effective Date, whenever known or discovered, (ii) the failure of Lessor or its agents, employees, contractors, subcontractors, licensees or invitees to comply with any of the Environmental Laws, and (iii) Hazardous Substances that are present on the Property prior to the Effective Date or (iv) Hazardous Substances present at the Premises prior to the Effective Date.

c) Lessor Indemnity. Lessor hereby agrees to indemnify, defend and hold harmless Lessee or its agents, employees, contractors, subcontractors, licensees or invitees for, from and against any and all Environmental Claims (including without limitation reasonable attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines incurred pursuant to any Environmental Laws) which may at any time be imposed upon or incurred by Lessee to the extent directly arising from or caused by (i) incidents occurring or conditions existing prior to the Effective Date, including those conditions known now or not presently known or (ii) the failure of Lessor or its agents, employees, contractors, subcontractors, licensees or invitees to comply with the Environmental Laws (other than such lack of compliance arising from the actions of Lessee, its agents, employees, contractors, subcontractors, licensees or

invitees). In the event Lessor is obligated to clean-up any conditions pursuant to this Section 11(c), Lessor shall be responsible for the costs of cleanup only to the extent such costs are not covered by the Environmental Insurance as hereafter provided, and Lessee shall cooperate with Lessor's efforts to clean up conditions pursuant to this Section 11(c). Lessor's indemnification under this paragraph shall expire two (2) years from Commercial Operation; provided, however, that notwithstanding the limitation on Lessor's indemnification, during the term of the Lease, Lessor shall be responsible for the cost of the deductible in connection with any claim under the Environmental Insurance policy as set forth in Section 13 (d) with respect to a claim arising out of an environmental condition that pre-dates the Effective Date. Lessor's payment of the deductible shall be a complete satisfaction of its liability and indemnification under this paragraph (c).

d) Costs. Subject to the limitation set forth in paragraph (d) of this Section 11, the indemnifications by Lessor set forth in this section specifically include reasonable costs, expenses and fees incurred in connection with any clean-up, remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provision hereof, in the event that a Hazardous Substance is discovered at the Premises that is caused by SSRE or its agents, employees, contractors, subcontractors, licensees or invitees, SSRE shall be solely responsible for all clean-up and other expenses, including without limitation moving any and all components of the System to the extent necessary to allow said cleanup, and then return, said components after completion of said cleanup.

e) Survival. The provisions of this Section (other than those set forth in (c) above which expire as provided therein) will survive the expiration of this Lease.

12. Maintenance. The System shall be operated and maintained and, as necessary, repaired by SSRE at its sole cost and expense in accordance with the terms of this Lease, Applicable Law, good industry practice, and the requirements of any Governmental Authority and the Local Electric Utility, and any applicable manufacturer's warranties and instructions. Throughout the Lease Term, SSRE shall have the right, subject to the terms of this Lease and Applicable Laws: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks reasonably necessary to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as SSRE in its reasonable discretion determines to be necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of SSRE, provided that before SSRE performs any material or substantial additions or modifications to the System other than the like-kind replacement of existing equipment, it shall provide Lessor with plans and specifications for such modifications for Lessor's approval, which shall not be unreasonably withheld, in the same manner as was required for the initial installation of the System under this Lease. SSRE shall install, implement and maintain all security measures required by applicable laws, and shall at least install a security fence adequate to restrict access to the System. SSRE shall coordinate its maintenance, repair and removal activities with Lessor's activities, if any, at the Premises, and shall, at all times, comply with Applicable Laws and not interfere with or disrupt Lessor activities required by this Lease. If Lessee damages the Premises or any other property of Lessor, SSRE shall promptly repair and restore the damaged areas or property at its sole cost and expense without any notice from Lessor.

13. Insurance. SSRE shall maintain the insurance coverages set forth in Exhibit E in full force and effect throughout the Lease Term, and any extension thereof and include the Lessor as an additional insured.

a) Waiver of Subrogation. Lessee hereby waives any right of recovery against Lessor for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Premises, including the improvements and installations thereon.

b) All policies of insurance shall be issued by good, responsible companies qualified to do business in Rhode Island with a general policy holder's rating of at least A- and a financial rating of at least Class XII as rated in the most current available "A.M. Best's Key Rating Guide" and shall comport with all other requirements set forth on Exhibit E.

c) System Loss. In the event of major physical harm to the System or Premises that was not a result, in whole or in part, of the fault of Lessee and, in the reasonable judgment of SSRE or its insurance carriers (i) results in total damage, destruction or loss of the System or Premises, (ii) the replacement or repair of the System or Premises would cost an amount such that it would not be economic or feasible to rebuild or (iii) repair of the Premises or System would take longer than 24 months ((i), (ii) and (iii) each referred to as a "System Loss"), SSRE shall, within thirty (30) business days following the occurrence of such System Loss, notify Lessor in writing whether or not SSRE intends, notwithstanding such System Loss, to repair or replace the System and to continue the Lease (in which case the rent shall be abated by an amount reasonably determined by Lessor). Alternatively, in the event that SSRE notifies Lessor that SSRE does not intend to repair or replace the System then the Lease will then terminate effective on the last day of the month in which SSRE has fully completed removal of the System and restoration of the Premises in accordance with Section 4 and Lessor will be entitled to keep the Security Deposit.

d) Environmental Insurance. SSRE shall obtain the Environmental Insurance policy shown on Exhibit D.. If any claims are made under the Environment Insurance policy then any proceeds from such Environmental Insurance policy shall first be used towards claims arising out of the Premises and thereafter to any other claims. In the event of a claim under the Environment Insurance Policy based on an environmental condition that pre-dates the Effective Date, Lessor shall be responsible for payment of the deductible. Lessor shall be named and additional insured on said policy. Subject to the immediately following sentence, Lessor and Lessee shall mutually select the contractor (which may be a contractor that is an affiliate of the Lessor) to perform any cleanup which said contractor may legally perform with full credit for the reasonable charge therefor against the policy deductible. The parties agree and acknowledge that the selection of said contractor shall be through a competitive bidding process at market pricing and subject to commercially reasonable terms.

14. Liability and Indemnity.

a) Lessee Indemnity. In addition to Lessor's obligations under the Hazardous Substances section, Lessor shall indemnify, hold harmless, release and defend Lessee from and against all claims (i) arising directly or indirectly from the failure of Lessor to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority applicable to the Premises (unless Lessor's compliance with such applicable laws etc. is precluded by the provisions of this Lease), and (ii) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of Lessor. However, in no

event shall Lessor be obligated to indemnify Lessee to the extent such claim, expense, or liability results from the act, omission, negligence or willful misconduct of Lessee.

b) Lessor Indemnity. In addition to SSRE's obligations under the Hazardous Substances section, SSRE shall indemnify, hold harmless, release and defend Lessor from and against all claims (i) arising directly or indirectly from the failure of Lessee to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority, and (ii) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of Lessee, and (iii) arising in any way out of Lessee's occupation and use of the Property including but not limited to construction, operation and maintenance of the System. However, in no event shall Lessee be obligated to indemnify Lessor to the extent such claim, expense, or liability results from the act, omission, negligence or willful misconduct of Lessor.

c) Co-Lessee Indemnity. SSRE shall indemnify, hold harmless, release and defend Co-Lessee from and against all claims arising out of or related to this Lease, except to extent such claim results from the act, omission, negligence or willful misconduct of Co-Lessee.

d) Limitation of Liability. Notwithstanding anything to the contrary in this Lease, neither Lessor nor Lessee shall in any event be liable for any punitive or special damages.

e) Survival. The provisions of this Section shall survive termination or expiration of this Lease.

15. Intentionally omitted.

16. Condemnation. In the event the Premises is transferred to a condemning authority pursuant to a taking of all or a portion of the Premises sufficient in SSRE's reasonable determination to render the Premises demonstrably unsuitable for SSRE's use, SSRE shall have the right to terminate this Lease immediately upon written notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises and any portion of such amount is expressly allocated for the value of the System, moving expenses, business loss and/or business dislocation expenses then SSRE shall be entitled to take such amounts as allowed by law; provided however Lessor shall always be entitled to such portions of the award allocable to the fee estate and Lessor's interest in this Lease.

17. Assignment; Change of Control; Power of Attorney.

a) Assignment. This Lease and Security Interest may be assigned by SSRE on Lessee's behalf upon the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed *provided however*, that SSRE may assign this Lease and Security Interest on Lessee's behalf without Lessor's consent (i) as collateral for financing necessary for the construction, operation and/or maintenance of the System; (ii) in connection with any merger, consolidation or sale of substantially all of the assets or equity interests of SSRE, and/or (iii) to an affiliate of SSRE. Upon the request of SSRE or its Lender, the Lessor shall execute an estoppel certificate in a form reasonably requested by SSRE or Lenders similar to the form attached hereto as Exhibit F or Exhibit G (as applicable). After providing prior written notice to Lessee, this Lease may

be assigned by Lessor in his discretion to a holding entity owned and controlled by Lessor.

b) Successors and Assigns. Subject to the foregoing limitations, the provisions of this Lease shall bind, apply to and inure to the benefit of, the Parties and their heirs, successors and assigns.

c) Change of Control. In the event of a Change in Control of Lessor, upon the reasonable request of Lessee or its Lenders, the Lessor shall execute an estoppel agreement in a form reasonably requested by Lessee or its Lenders.

d) Power of Attorney. In connection with any financing necessary for the construction, operation or maintenance of the System, the Co-Lessee hereby grants SSRE power of attorney solely for the limited purpose of executing a collateral assignment of this Lease and/or a leasehold mortgage in connection with said financing. Notwithstanding its status as Co-Lessee hereunder, SSRE agree and acknowledge that Co-Lessee is not and shall not be a party to and shall not owe any amounts in connection with such financing.

18. Defaults and Remedies

a) Lessee Default Defined. The following events shall be defaults of this Lease by Lessee ("Lessee Defaults"):

i. If Lessee breaches any material term of this Lease (other than as set forth in clauses (ii)-(iv), below), and (a) if such breach can be cured within thirty (30) days after Lessor's notice of such breach and SSRE fails to cure within such thirty (30) day period, or if such breach cannot reasonably be cured within such thirty (30) day period despite SSRE's prompt commencement and diligent pursuit of a cure, or (b) if SSRE fails to promptly commence and diligently pursue and complete said cure within a reasonable period of time if a cure period longer than thirty (30) days is needed, provided that no cure period shall exceed ninety (90) days;

ii. SSRE fails to make any payments to Lessor required by this Lease, and such failure is not cured within fifteen (15) calendar days, except that if such failure occurs more than three times in any 365-day period, such occurrence shall constitute a Lessee Default irrespective of whether one or more of such failures have been cured within the period stated in this clause;

iii. Subject to any rights of the Lender pursuant to Section 37 below, SSRE becomes Bankrupt;

iv. SSRE fails to obtain any bonds and insurance required by this Lease, unless such failure is cured within fifteen (15) days, provided also that no harm to Lessor has occurred during the period of such failure.

b) Lessor Default Defined. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

i. Lessor fails to pay SSRE any amount due SSRE within thirty (30) days from

receipt of written notice from SSRE of such past due amount; and

ii. Lessor breaches any material term of this Lease if (a) such breach can be cured within thirty (30) days after SSRE's notice of such breach and Lessor fails to so cure, or (b) Lessor fails to commence and diligently pursue and complete said cure within a reasonable period of time if a cure period longer than thirty (30) days is needed, provided that no cure period shall exceed ninety (90) days;

c) Remedies. If an Event of Default has occurred and is not cured within the cure period provided for, if any, subject to the rights of any Lender pursuant to Section 37, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity (including without limitation any rights as a secured party under the UCC, if applicable), including damages, specific performance and/or the right to terminate the Lease upon notice to the defaulting party without penalty, all of which remedies shall be cumulative. For the avoidance of doubt, any Lessee Default shall be subject to any applicable rights to cure of any Lender.

i. If Lessor shall default in the performance or observance of any agreement or condition in this Lease contained on Lessor's part to be performed or observed, and shall not cure such default within thirty (30) days after notice thereof (or if such default cannot reasonably be cured within thirty (30) days, if Lessor shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), unless a different notice period is elsewhere provide in this Lease, SSRE may, at SSRE's option, without waiving any claim for damage, or any other right or remedy of SSRE, in law or in equity, at any time thereafter, give written notice to Lessor that if such cure is not commenced within two (2) days and thereafter diligently prosecuted to completion, SSRE will cure such default for the account of Lessor, and any reasonable amount paid or any reasonably contractual liability incurred by SSRE in so doing shall be deemed paid or incurred for the account of the Lessor and Lessor agrees to reimburse SSRE therefor or to save SSRE harmless therefrom; provided, that SSRE may cure any such default as aforesaid, prior to the expiration of any waiting period, as is reasonably necessary to protect the Premises or SSRE's interest therein or to prevent injury or damage likely to result to persons or property. If Lessor shall fail to reimburse SSRE within five (5) days of demand therefor, SSRE may deduct any amount paid or contractual liability incurred, together with interest thereon at the rate of ten (10%) percent per annum from Base Rent otherwise payable, or any other sums due or to become due to Lessor from time to time hereunder.

ii. If Lessee shall default in the performance or observance of any agreement or condition in this Lease contained on Lessee's part to be performed or observed, and shall not cure such default within thirty (30) days after notice thereof (or if such default cannot reasonably be cured within thirty (30) days, if Lessee shall not within said period commence to cure such default and thereafter proceed to cure such default to completion with due diligence), unless a shorter notice period is elsewhere provide in this Lease, Lessor may, at Lessor's option, without waiving any claim for damage, or any other right or remedy of Lessor, in law or in equity, at any time thereafter, give written notice to Lessee that if such cure is not commenced within two (2) days and thereafter diligently prosecuted to completion, Lessor will cure such default for the account of Lessee, and any

amount paid or any contractual liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of the Lessee and Lessee agrees to reimburse Lessor therefor or to save Lessor harmless therefrom; provided, that Lessor may cure any such default as aforesaid, prior to the expiration of any waiting period, as is reasonably necessary to protect the Premises or Lessor's interest therein or to prevent injury or damage likely to result to persons or property. If Lessee shall fail to reimburse Lessor within five (5) days of demand therefor, Lessor may collect same as Additional Rent, together with interest thereon at the rate of ten (10%).

iii. In the event that Lessee terminates this Lease because of Lessor's default hereunder, Lessee's obligation to pay any further Rent shall cease, Lessor shall repay Lessee any prepaid rent paid pursuant to this Lease, and Lessee shall have the right to pursue any and all remedies available to it at law and/or equity. Lessor agrees to reimburse Lessee for all costs associated with the enforcement of Lessee's rights under this Lease, or any and all provisions therein, including but not limited to legal and court costs. Without limiting any of the Lessee's rights and remedies hereunder, and in addition to all other amounts Lessor is otherwise obligated to pay, it is expressly agreed that Lessee shall be entitled to recover from Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessee in enforcing this Lease from and after Lessor's default, and Lessee shall have right to pursue any and all remedies available to it at law and/or equity.

iv. In the event that Lessor terminates this Lease because of Lessee's default hereunder, Lessor shall have the right to declare the term of this Lease ended and the System along with Lessee's other effects on the Premises shall be removed consistent with the provision of this Lease. Lessee agrees to reimburse Lessor for all costs associated with the enforcement of Lessor's rights under this Lease, or any and all provisions therein, including but not limited to legal and court costs. Without limiting any of the Lessor's rights and remedies hereunder (which rights and remedies include, without limitation, the right to retain the Deposit), and in addition to all other amounts Lessee is otherwise obligated to pay, it is expressly agreed that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in enforcing this Lease from and after Lessee's default.

19. Notices. All Notices under this Lease shall be made in writing to the Addresses and Persons specified below. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, postage prepaid, return receipt requested; by facsimile to the address set forth below; by email with confirmation of receipt or such other address as the Party shall designate by written notice in the manner set forth herein and shall be deemed received upon the earlier of the (i) if mailed, two (2) business days after posting by a United States Post Office; (ii) if personally delivered, the date of delivery to the address of the person to receive such notice; (iii) if sent by courier service, two (2) business days after delivery to such courier service; (iv) if given by facsimile or email, shall require electronic confirmation of receipt, provided that a facsimile or email, that is transmitted after normal business hours of the recipient shall be deemed effective on the next business day. All electronic notices transmitted by email shall be deemed effective upon receipt by the sender of a specific acknowledgement by the recipient (automatic responses not being sufficient for acknowledgement). Rejection or refusal to accept delivery of any notice shall be deemed to be

the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision, the receiving Party received the notice in question, and such failure has not materially prejudiced the receiving Party.

To Lessee:	Southern Sky Renewable Energy RI-Natick Ave Cranston, LLC Attn: Ralph A. Palumbo, President 117 Metro Center Blvd – Suite 1007 Warwick, RI 02886 Email: Ralph@southernskyre.com
with a copy to:	Duffy & Sweeney Ltd. 1800 Financial Plaza Providence, RI 02903 Attention: Joshua Celeste, Esquire Email: jceleste@duffysweeney.com
To Co-Lessee	(PENMFA Counterparty) _____ _____ _____
with a copy to:	_____ _____ _____ _____
To Lessor:	Ronald Rossi, Manager Natick Hill Farm, LLC 1936 Phenix Avenue Cranston, RI 02921
with a Copy to:	David H. Ferrara, Esq. Taft & McSally, LLP 21 Garden City Drive Cranston, RI 02920 dferrara@taftmcsally.com

20. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

21. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

22. Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

23. Survival. The expiration or earlier termination of this Lease shall not relieve the Parties of duties or liabilities that by their nature should survive such expiration or termination, prior to the term of the applicable statute of limitations.

24. Governing Law. This Lease is made and entered into and shall be interpreted in accordance with the applicable laws of Rhode Island. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of Rhode Island or the federal district court sitting in Providence, which shall have exclusive jurisdiction thereof.

25. Severability. Subject to the other terms of this Lease, any term, covenant or condition in this Lease that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Lease to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Lease, or of such provision in other jurisdictions.

26. Binding Effect. This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

27. Counterparts. This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

28. Facsimile Delivery. This Lease may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party shall have the full force and effect as an original signature.

29. Entire Lease. This Lease represents the full and complete agreement between the Parties hereto with respect to the lease of the Premises and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to the lease of the Premises to Lessee. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

30. Force Majeure. A "Force Majeure Event" means any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Lease (other than obligations to make payments when due), and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Governmental Authority after the date of this Lease, strikes and other labor difficulties, and other similar events or circumstances beyond the reasonable control of such Party. A Party claiming a Force Majeure Event shall not be considered in breach of this Lease or liable for any delay or failure to comply with the Lease, if and to the extent that such delay or failure is attributable to the occurrence of such Force Majeure Event; *provided that* the Party claiming relief shall promptly notify the other Party in writing of the existence of the Force Majeure

Event, exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, and resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has materially affected either Party's ability to perform its obligations hereunder and that has continued for a continuous period of one hundred twenty days (120) and performance of its obligations will be impossible, illegal or impracticable after an additional period of one-hundred twenty (120) days, then the other Party shall be entitled to terminate the Lease upon ten (10) days' prior written notice. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other, except for SSRE's obligation to remove the System in accordance with the terms of this Lease and any such liabilities that have accrued prior to such termination.

31. No Brokers. Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

32. No Partnership. This Lease is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee,' and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

33. No Intended Third Party Beneficiary. There are no intended third-party beneficiaries to this Lease.

34. Subordination to Existing Leases, Easements and Rights of Way. Lessee acknowledges and understands that, notwithstanding anything to the contrary in this Lease, this Lease and all rights of Lessee hereunder are subject and subordinate to all existing easements, rights of way, declarations, restrictions and all other matters of record. Lessor reserves the right to grant additional leases, easements, or rights of way, whether recorded or unrecorded, as may be necessary, subject to Lessee's right of quiet enjoyment under Section 9(a), provided, however, that, notwithstanding anything to the contrary in this Lease, Lessor may continue to undertake Lessor activities required by this Lease, and do all such things as may be required by Applicable Laws and any Governmental Authority.

35. Further Assurances. Upon receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this section.

36. No Merger. So long as any of the indebtedness under any Loan shall remain unpaid or unperformed, unless Lender shall otherwise consent in writing, the fee title and the leasehold estates on the Premises shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Lessee or in any lessee or in any third party by purchase or otherwise.

37. Lender Provisions. Any Person or entity that holds or is the beneficiary of a first position mortgage, deed of trust or other security interest in this Lease or in any System located on the Premises (any such first position mortgage, deed of trust or other security interest is referred to herein as a "Leasehold Mortgage") shall, for so long as its Leasehold Mortgage is in

existence and until the lien thereof has been extinguished, be entitled to the protections set forth herein. No Leasehold Mortgage shall encumber or affect in any way the interest of Lessor or Lessor's fee interest in and to the Property and Premises, or Lessor's rights under this Lease.

a) Lender's Right to Possession, Right to Acquire and Right to Assign. Pursuant to the provisions of this section, a Lender shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the System or any portion thereof and to perform all obligations to be performed by SSRE hereunder, or to cause a receiver to be appointed to do so, subject to the terms and conditions of this Lease; (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure; and (v) to sell the System and rights under the Public Entity Net Metering Credit Arrangement and any other contracts dealing with the sale of net energy or renewable energy certificates from the System to a third party. Lessor's consent shall not be required for the Lender's acquisition of the encumbered leasehold estate created by this Lease, whether by foreclosure or assignment in lieu of foreclosure.

b) Upon the Lender's acquisition of the leasehold estate, whether by foreclosure or assignment in lieu of foreclosure, Lender shall have the right to sell or assign said acquired leasehold estate, provided Lender and proposed assignee (as applicable) shall first satisfy each of the following conditions: (i) any such assignee shall be approved in advance by Lessor, such approval not to be unreasonably conditioned, withheld or delayed; (ii) any such assignee shall assume all of SSRE's obligations under this Lease; (iii) Lender and/or any proposed assignee shall have satisfied every obligation of Lessee existing under this Lease but which remains unsatisfied at the time of the proposed assignment; and (iv) Lender and any such assignee shall satisfy all applicable legal requirements.

c) Notice of Default; Opportunity to Cure. The Lender shall be entitled to receive notice of any default by SSRE, provided that such Lender shall have first delivered to Lessor a notice of its interest in the Leasehold Mortgage in the form and manner, if any, provided by applicable state laws, rules, regulations, and the provisions of this Lease. If any notice shall be given of the default of SSRE and SSRE has failed to cure or commence to cure such default within the cure period provided in this Lease, then any such Lender, which has given notice as above provided, shall be entitled to receive an additional notice that SSRE has failed to cure such default and such Lender shall have ninety (90) days after such additional notice to cure any such default or, if such default cannot be cured within ninety (90) days, to diligently commence curing within such time and diligently pursue such cure to completion within such time as SSRE would have been allowed pursuant to the terms of this Lease but as measured from the date of such additional notice; provided however, with respect to any default relating to the payment of Rent or other sum due from Lessee to Lessor hereunder the Lenders shall have only thirty (30) days to cure such default, and only one such additional notice need be provided to Lender in any 12 month period. The Lender may take possession of the Premises and the System, and operate the System if necessary, pursuant to the terms of this Lease.

d) Cross-Default/Cross-Collateralization. The Leasehold Mortgage shall not contain any cross-collateralization or cross-default provisions relating to other loans of SSRE (or any

subsidiary or affiliate of SSRE) that are not incurred for the ownership, construction, maintenance, operation, repair or financing of the System.

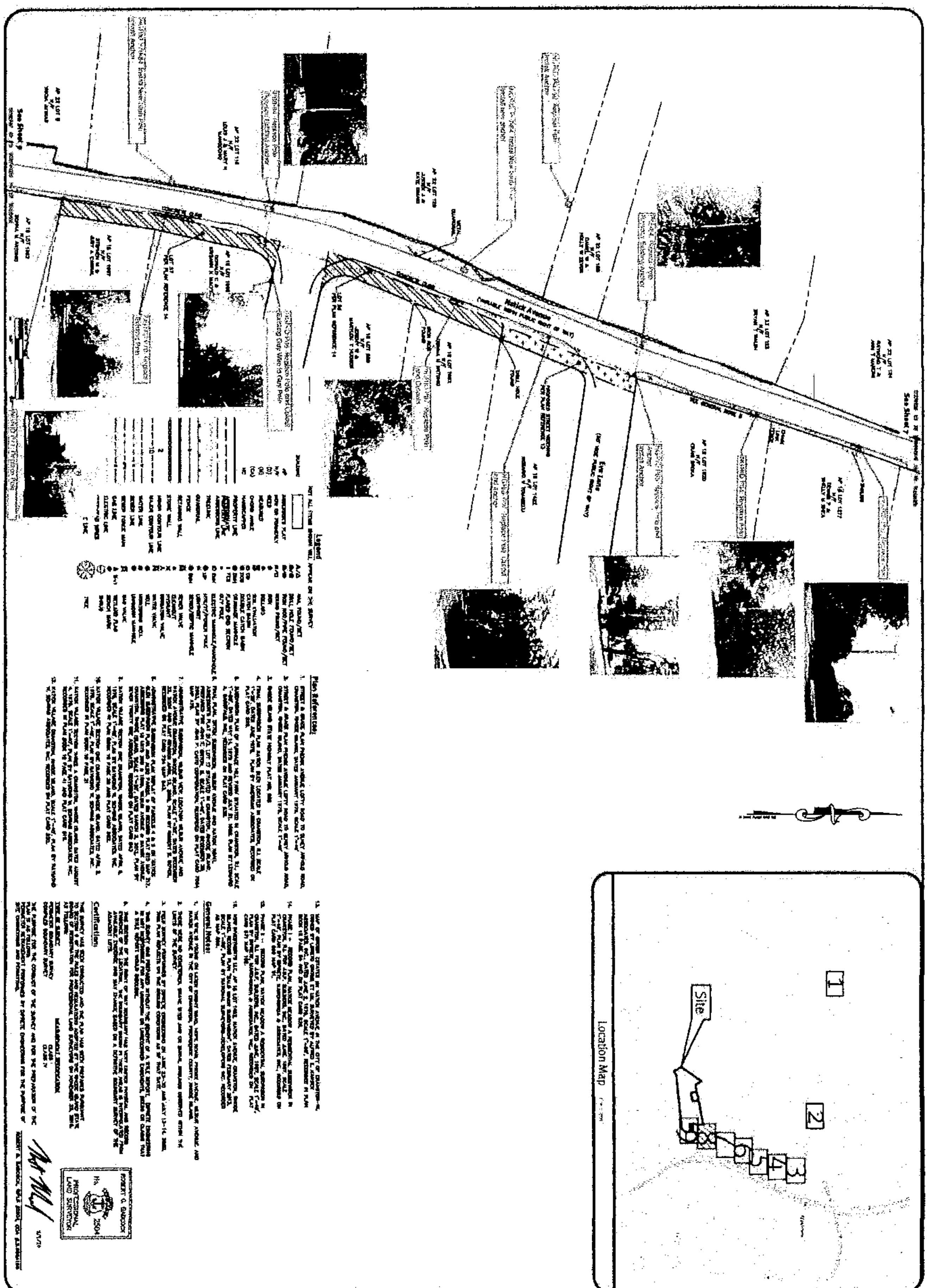
e) Priority in Payment. The Lessor hereby agrees that in the event of (a) an entry by the Lender to foreclose any Leasehold Mortgage provided to Lender by Lessee, (b) any exercise of Lender's rights to seize control of the System, or any portion thereof, or (c) the System otherwise becomes subject to the ownership or control of the Lender, that the right of possession of the Lessee to the Premises and the Lessee's rights arising out of this Lease shall not be terminated by such foreclosure or enforcement of Lender's rights and agrees further that the Lessee shall peaceably hold and enjoy the Premises for the remainder of the unexpired term of the Lease, including all extensions and renewals thereof, upon the same terms, covenants and conditions as are set forth in the Lease and without any hindrance or interruption from the Lessor so long as the Lessee shall not be in default with respect to any of the terms, covenants or conditions of the Lease to be performed or observed by the Lessee. As to any amounts owed by SSRE to the Lessor and the Lender, the Lessor and the Lender's relative priority shall be as set forth under applicable law. Lessor acknowledges and agrees that it has no security interest in and to the System.

38. No Recourse. Lessee specifically agrees to look solely to Lessor's interest in the Premises for the recovery of any judgments from Lessor. Lessor will not be personally liable for any such judgments. Notwithstanding the foregoing two sentences, in the event by encumbering the Lessor's interest in the Premises the equity value of Lessor's interest in the Premises at any point in time falls below 40% of the fair market value of the Premises, then the first two sentences of this Section 38 shall be deemed void *ab initio*. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor or relief in any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Lessor.

39. Memorandum of Lease. Neither Lessor nor SSRE shall record this Lease. Lessor agrees, upon SSRE's request at any time following the Effective Date, to execute a Memorandum of Lease in the form attached as Exhibit H and SSRE may then record the Memorandum of Lease at its expense. The Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in this Lease. In the event of a conflict between the terms and conditions of the Memorandum of Lease and the terms and conditions of this Lease, the terms and conditions of this Lease shall prevail.

[REMAINDER OF PAGE LEFT BLANK SIGNATURES APPEAR ON NEXT PAGE]

EXHIBIT VI



Sheet 8 of 9

Boundary Survey-Natick Avenue

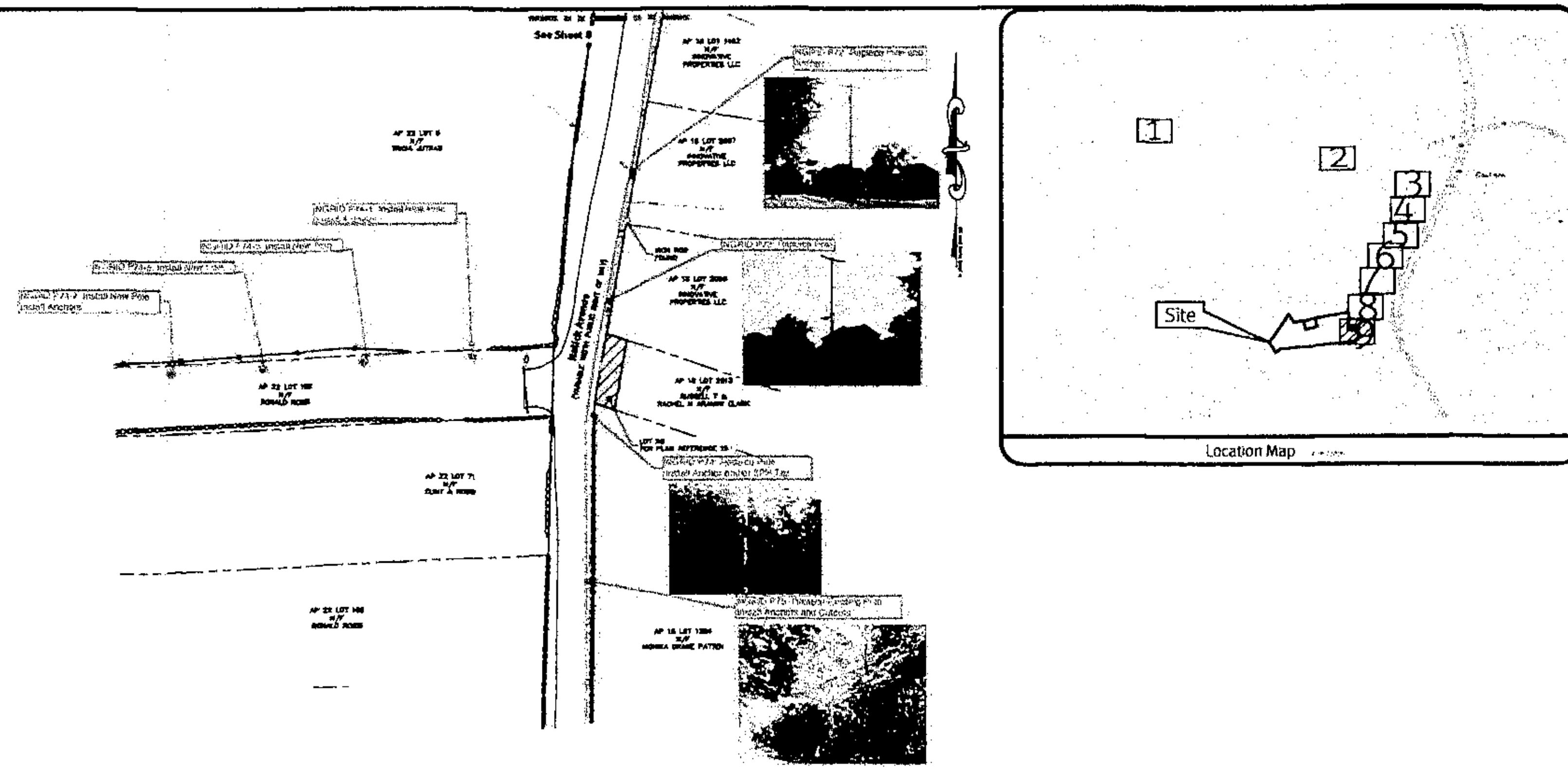
Natick Avenue Solar

Southern Sky Renewable Energy RI, LLC

Drawn By: AJZ

DiPrete Engineering

Boston · Providence · Newport



Legend
NOT ALL ITEMS SHOWN WILL APPEAR ON THE SURVEY

BUILDING			NAIL FOUND/SET
AP	ASSESSOR'S PLAT		DRILL HOLE FOUND/SET
N/F	NOW OR FORMERLY		IRON ROD/PIPE FOUND/SET
(D)	DEED		BOUND FOUND/SET
(M)	MEASURED		SIGN
(OA)	CHORD ANGLE		BOLLARD
HC	HANDICAPPED		SOIL EVALUATION
	PROPERTY LINE		CATCH BASIN
	ASSESSOR'S LINE		DOUBLE CATCH BASIN
	TREELINE		DRAINAGE MANHOLE
	GUARDRAIL		FLARED END SECTION
	FENCE		GUY POLE
	RETAINING WALL		ELECTRIC MANHOLE/HANDHOLE
	STONE WALL		UTILITY/POWER POLE
	MINOR CONTOUR LINE		LIGHTPOST
	MAJOR CONTOUR LINE		SEWER/SEPTIC MANHOLE
	WATER LINE		SEWER VALVE
	SEWER LINE		CLEANOUT
	SEWER FORCE MAIN		HYDRANT
	GAS LINE		IRRIGATION VALVE
	ELECTRIC LINE		WATER VALVE
	OVERHEAD WIRES		WELL
	DRAINAGE LINE		MONITORING WELL
			UNKNOWN MANHOLE
			GAS VALVE
			WETLAND FLAG
			BENCH MARK
			SHRUB
			TREE

Scale: 1"=40'

Plan References:

1. STREET & GRADE PLAN PHENIX AVENUE LIPPITT ROAD TO OLNEY ARNOLD ROAD, CRANSTON, RHODE ISLAND, DATED JANUARY 1978, SCALE 1"=40'
2. STREET & GRADE PLAN PHENIX AVENUE LIPPITT ROAD TO OLNEY ARNOLD ROAD, CRANSTON, RHODE ISLAND, DATED JANUARY 1978, SCALE 1"=40'
3. RHODE ISLAND STATE HIGHWAY PLAT NO. [illegible]
4. FINAL SUBDIVISION PLAN NATICK GLEN LOCATED IN CRANSTON, R.I. SCALE 1"=20', DATED JUNE 1976. PLAN BY AMERICAN ASSOCIATES, RECORDED ON PLAT CARD [illegible].
5. SUBDIVISION PLAN OF FURNACE HILL FARM SITUATED IN CRANSTON, R.I., SCALE 1"=40', DATED MAY 14, 1979 AND REVISED JULY [illegible], PLAN BY LEONARD A. [illegible], RECORDED ON PLAT CARD [illegible].
6. FINAL PLAN, [illegible] SUBDIVISION, WILBUR AVENUE AND NATICK ROAD, ASSESSOR'S PLAT [illegible] LOT 17 SITUATED IN CRANSTON, RHODE ISLAND, PREPARED FOR [illegible], SCALE 1"=40', DATED DECEMBER 30, [illegible], PLAN BY [illegible] CORPORATION, RECORDED ON PLAT CARD [illegible] MAP [illegible].
7. ADMINISTRATIVE SUBDIVISION, WILBUR VIEW, LOCATION WILBUR AVENUE AND NATICK AVENUE, CRANSTON, RHODE ISLAND, SCALE 1"=30', DATED DECEMBER [illegible] AND LAST REVISED APRIL [illegible], PLAN BY ROBERT G. BOYER, RECORDED ON PLAT CARD [illegible] MAP [illegible].
8. ADMINISTRATIVE SUBDIVISION PLAN REPLAT OF PARCELS [illegible] NATICK GLEN SUBDIVISION PLAN AND ALSO PARCEL [illegible] ON RECORD PLAT [illegible] MAP [illegible], ASSESSOR'S PLAT [illegible] LOTS [illegible], WILBUR AVENUE & NATICK AVENUE, CRANSTON, RHODE ISLAND, SCALE 1"=30', DATED MARCH [illegible], PLAN BY SEVEN TWENTY ONE ASSOCIATES, RECORDED ON PLAT CARD [illegible]
9. NATICK VILLAGE SECTION ONE CRANSTON, RHODE ISLAND, DATED APRIL [illegible], 1976, SCALE 1"=40', PLAN BY RAYMOND W. [illegible] ASSOCIATES, INC. RECORDED IN PLAN BOOK [illegible] PAGE [illegible] AND PLAT CARD [illegible].
10. NATICK VILLAGE SECTION ONE CRANSTON, RHODE ISLAND, DATED APRIL [illegible], 1976, SCALE 1"=40', PLAN BY RAYMOND W. [illegible] ASSOCIATES, INC. RECORDED IN PLAN BOOK [illegible] PAGE [illegible]
11. NATICK VILLAGE SECTION THREE A, CRANSTON, RHODE ISLAND, DATED AUGUST [illegible], 1978, SCALE 1"=40', PLAN BY RAYMOND W. [illegible] ASSOCIATES, INC. RECORDED IN PLAN BOOK [illegible] PAGE [illegible] AND PLAT CARD [illegible].
12. NATICK VILLAGE CRANSTON, RHODE ISLAND, SCALE 1"=40', PLAN BY RAYMOND W. [illegible] ASSOCIATES, INC. RECORDED ON PLAT CARD [illegible].
13. MAP OF [illegible] ESTATES [illegible] NATICK AVENUE IN THE CITY OF CRANSTON, R.I., OWNED BY [illegible], SURVEYED BY ALFRED E. [illegible] ASSOCIATES, INC., DATED JUNE [illegible], SCALE 1"=40', RECORDED IN PLAN BOOK [illegible] PAGE [illegible] AND ON PLAT CARD [illegible].
14. PHASE [illegible] RECORD PLAN, NATICK MEADOW A RESIDENTIAL SUBDIVISION IN CRANSTON, R.I. FOR J.E.P. BUILDERS, INC. DATED JUNE 1997, SCALE 1"=40', PLAN BY DIPRETE, [illegible] & ASSOCIATES, INC., RECORDED ON PLAT CARD [illegible] MAP [illegible].
15. PHASE [illegible] RECORD PLAN, NATICK MEADOW A RESIDENTIAL SUBDIVISION IN CRANSTON, R.I. FOR J.E.P. BUILDERS, INC., DATED JUNE 1997, SCALE 1"=40', PLAN BY DIPRETE, [illegible] & ASSOCIATES, INC., RECORDED ON PLAT CARD [illegible] MAP [illegible].
16. NEW INVESTMENTS LLC, AP [illegible] LOT [illegible], NATICK AVENUE, CRANSTON, RHODE ISLAND, RECORD PLAN "[illegible] MINOR SUBDIVISION", DATED FEBRUARY [illegible], SCALE 1"=[illegible], PLAN BY NATIONAL SURVEYORS-DEVELOPERS INC. RECORDED AS MAP [illegible].

General Notes:

1. THE SITE IS FOUND ON [illegible] ROAD, [illegible] ROAD, PHENIX AVENUE, WILBUR AVENUE, AND NATICK AVENUE IN THE CITY OF CRANSTON, PROVIDENCE COUNTY, RHODE ISLAND.
2. THERE WERE NO CEMETERIES, GRAVE SITES AND OR BURIAL GROUNDS OBSERVED WITHIN THE LIMITS OF THE SURVEY.
3. FIELD SURVEY PERFORMED BY DIPRETE ENGINEERING ON JUNE [illegible] AND JULY [illegible]. THIS PLAN REFLECTS ON THE GROUND CONDITIONS AS OF THAT DATE.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. DIPRETE ENGINEERING IS NOT RESPONSIBLE FOR ANY UNKNOWN OR UNRECORDED EASEMENTS, DEEDS OR CLAIMS THAT A TITLE REPORT WOULD DISCLOSE.
5. THIS SECTION OF THE RIGHT OF WAY BOUNDARY HAS VERY LIMITED PHYSICAL AND RECORD EVIDENCE OF THE LOCATION. THE BOUNDARY SHOWN IN THESE AREAS IS INTERPOLATED FROM AVAILABLE EVIDENCE AND MAY CHANGE BASED ON A DEFINITIVE BOUNDARY SURVEY OF THE ADJACENT LOTS.

Certification:

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION [illegible] OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER [illegible] AS FOLLOWS:

TYPE OF SURVEY	MEASUREMENT SPECIFICATION
PERIMETER BOUNDARY SURVEY	CLASS I
COMPILED BOUNDARY SURVEY	CLASS IV

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS:
PERIMETER RETRACEMENT PERFORMED BY DIPRETE ENGINEERING FOR THE PURPOSE OF SITE ENGINEERING AND PERMITTING.

ROBERT G. BABCOCK
No. 2504
PROFESSIONAL LAND SURVEYOR

ROBERT G. BABCOCK, [illegible]

DiPrete Engineering
Two Stafford Court, Cranston, RI 02920
Boston · Providence · Newport

Boundary Survey-Natick Ave
Natick Avenue Solar
Cranston, Rhode Island

Southern Sky Renewable Energy RI, LLC

Drawn By: AJF

SHEET 9 OF 9