

Special Permit / Site Plan Approval

For

Ground Mounted Solar Array

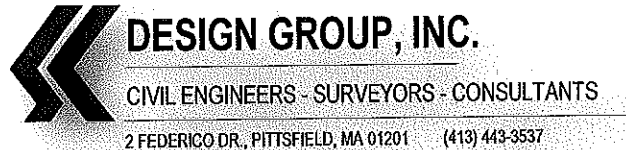
Prepared For

Williamsburg MA 2, LLC

For Property Located at

10 River Road
Williamsburg, Massachusetts

Prepared by:



June, 2019



June 17, 2019

Williamsburg Town Clerk
Town of Williamsburg
141 Main Street – PO Box 447
Haydenville, MA 01039

RE: Special Permit & Site Plan
Review Application
Ground-Mounted Solar Array
10 River Road
Williamsburg, Massachusetts

Dear Clerk;

On behalf of Williamsburg MA 2, LLC we hereby submit the attached *Special Permit & Site Plan Review* Application for the installation of a ground-mounted solar photovoltaic facility at 10 River Road in Williamsburg, MA. The proposed project includes the installation of an a 5.95 Megawatt (DC) solar array on a 61 acre parcel (Map G, Lot 188). The property is located in a Rural Residential zoning district and is currently owned by Lawrence L. Lashway II and Gerald D. Lashway.

Included with this filing are the following documents:

- Six (6) copies of the Special Permit Application (ZBA);
- Check in the amount of \$250.50 (filing fee).
- Eleven (11) copies of the Site Plan Review Application (Planning Board);
- Check in the amount of \$250.00 (filing fee);
- One (1) copy to be filed with the Town Clerk.

If you should have any questions, or require additional copies of the applications, please do not hesitate to contact our office.

Sincerely,
SK DESIGN GROUP, INC.

Robert G. Fournier,
(Project Manager)

Enclosures
Cc: Joe Shanahan, CEC

G:\ASK DESIGN GROUP\2018\180036 CEC-10 River Rd, Williamsburg-Solar Site Assmt\Documents\Word\Special Permit & SPR\2 Cover Letter.doc

TABLE OF CONTENTS

Special Permit & Site Plan Review Application

Located At

10 River Road

Williamsburg, Massachusetts

- *Application for Special Permit*
- *Application for Site Plan Review*

- **Project Narrative**
 - 1.0 Project Overview
 - 1.1 Existing Conditions
 - 2.0 Proposed Project
 - 2.1 General
 - 2.2 Construction Details
 - 2.3 Erosion Control and Stormwater Design
 - 2.4 Decommissioning Plan
 - 3.0 Zoning Compliance
 - 4.0 Conclusion

- **Figures:**
 - 1. Locus Plan
 - 2. Zoning Map
 - 3. NHESP Estimated Habitats of rare Wetlands Wildlife
 - 4. NHESP Map of Priority Habitat
 - 5. FEMA Floodplain Map

- **Appendices:**
 - A. Assessor's Property Card
 - B. Abutters List
 - C. Interconnection Application
 - D. Operation & Maintenance Plan (for array only)
 - E. Decommissioning Plan (with Surety Bond)
 - F. Evidence of Site Control
 - G. Proof of Liability Insurance
 - H. Bridge Specifications

- **Attachments:**
 - 1. 24"x36" One-line electrical drawing
 - 2. Site Plans (dated March 6, 2019)
 - 3. Stormwater Analysis

Application for Special Permit

The Commonwealth of Massachusetts
Town of Williamsburg
Office of the Board of Appeals

Application for an appeal, a Special Permit, or a Variance

To the Town Clerk of Williamsburg, Massachusetts,

Pursuant to the provisions of Chapter 40A of the Massachusetts General Laws and the Protective Bylaw of the Town of Williamsburg, application is hereby made to the Board of Appeals for:

An Appeal from a decision of an Official or Board of the Town or
 A Special Permit, as required by Section 9.30, paragraph 2 or
 A Variance, as required by Section _____, paragraph _____, of

the Zoning Bylaw of the Town, to do the following: Construct a commercial ground-mounted solar photovoltaic (PV) array with a total area between 1.25 acres & 20 acres in the RU District.

On premises located at 10 River Road (use another page if more room is needed)

Assessor's Map and Parcel number Map G, Lot 188

Owned by Lawrence L. Lashway, IT& Gerald D. Lashway
Deed recorded Book - page 12940, 155

Applicant Signature [Signature] Phone No. (978) 878-4088
JOSEPH SHANAHAN, VICE PRESIDENT OF REAL ESTATE & PERMITTING
A complete Application includes Plans, List of Abutters and Map, Fees, narrative and other supportive materials

*** Administrative Use Only ***

Completed application received by Town Clerk on _____ at _____
Date time

Town Clerk Stamp:

Town Clerk _____ Appeals Board _____
Signature Signature

Filing Fee Computation: _____ x 1.50 = Certificate of Mailing Expense of \$ _____

Expense of regular mail and publication in periodical	\$	150.00
Administrative Expense	\$	100.00
Total Filing Fee Received	\$	_____

Application No. _____ Date of Hearing _____

A COMPLETE application must include documentation and plans as outlined on page 3 of this packet *

Application for Site Plan Review

The Commonwealth of Massachusetts
TOWN OF WILLIAMSBURG

Office of the
Planning Board
APPLICATION FOR SITE PLAN REVIEW

Non-residential, non-agricultural structure or structures, which have an aggregate footprint
exceeding five thousand (5000) square feet. (Section 6.0)
And not in excess of ten thousand (10,000) square feet (section 4.3)

To the Town Clerk
Williamsburg, Massachusetts:

Pursuant to the provisions the Protective Bylaw of the Town of Williamsburg, application is hereby
made to the Planning Board for Site Plan Review

On premises located at 10 River Road Map G, Lot 188
Street and number assessor's map and parcel number

Owned by Lawrence L. Lashway, II & Gerald D. Lashway - 18 Eastern Ave., Williamsburg, MA - Book 12940, Page 155
Name address deed recorded Book - Page

Applicant [Signature] Phone 978-888-4088
Signature

Applicant JOSEPH SHANAHAN Address 146 WEST BOYLSTON DR. WORCESTER MA 01606
Please print name street town zip

VICE PRESIDENT OF REAL ESTATE & PERMITTING, CLEAN ENERGY COLLECTIVE
Please include the attached check list of application elements as part of the application.

ADMINISTRATIVE USE ONLY

Completed application received by Town Clerk _____ and _____
(date) (time)

Filing fee \$ _____
(\$250.00)

Signature of Town Clerk _____

Received by Planning Board _____
Signature date

Application No. _____ Date of Joint Public Hearing _____

**Application elements to be included as part of the application for
Site Plan Review**

		The Planning Board may request any additional information it judges to be necessary or convenient, or waive any information requirements it finds unnecessary, for the review of a particular plan.
Administrative Use	Included	Application Elements
		A. Fee paid. Town of Williamsburg exempted.
		B. Each application for Site Plan Review shall be submitted to the Planning Board by the current owner of record, accompanied by eleven (11) copies of the site plan.
		C. A registered architect, surveyor, landscape architect, or professional engineer shall prepare all site plans. All site plans shall be on standard 24" x 36" sheets and shall be prepared at a sufficient scale to show:
		D. The location and boundaries of the lot, adjacent streets or ways, and the location and owners names of all adjacent properties.
		E. Existing and proposed topography including two foot contours, the location of wetlands, streams, water bodies, drainage swales, areas subject to flooding, and unique natural land features.
		F. Existing and proposed structures, including dimensions and elevations.
		G. The location of existing and proposed parking and loading areas, driveways, walkways, access and egress points.
		H. The location and description of all existing and proposed septic systems, water supplies, storm drainage systems, utilities, and refuse and other waste disposal methods.
		I. Proposed landscape features including the location and a description of screening, fencing and plantings.
		J. The location, dimensions height, and characteristics of proposed signs and lighting.
		K. The location and a description of proposed open space or recreation areas.

Meets	Does Not Meet	For Administrative Response Included for Applicant Information
		6.5 Site Plan Review Criteria
		6.51 The following criteria shall be considered by the Planning Board in the review and evaluation of a site plan, consistent with a reasonable use of the site for the purposes permitted or permissible by the regulations of the district in which it is located:
		a. The development shall be integrated into the existing terrain and surrounding landscape, and shall be designed to protect abutting properties and community amenities. Building sites shall, to the extent feasible: 1) minimize impact on wetlands, steep slopes, flood plains, hilltops; 2) minimize obstruction of scenic views from publicly accessible locations; 3) preserve unique natural or historical features; 4) minimize tree, vegetation and soil removal and grade changes; 5) maximize open space retention; and 6) screen objectionable features from neighboring properties and roadways.
		b. In the absence of town services, the development shall be served with adequate water supply and waste disposal systems provided by the applicant. For structures to be served by an on-site waste disposal system, the applicant shall submit a septic system design prepared by a Certified Engineer and approved by the Board of Health.
		c. The plan shall maximize the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent ways. The plan shall describe estimated average daily and peak- hour vehicular traffic to be generated by the site, traffic flow patterns for vehicles and pedestrians showing adequate access to and from the site, and adequate circulation within the site.
		d. The site plan shall show adequate measures to prevent pollution of surface or groundwater, to minimize erosion and sedimentation, to prevent changes in groundwater levels, and to prevent increased run-off and potential for flooding. Drainage shall be designed so that run-off shall not be increased and that neighboring properties will not be adversely affected. A system of groundwater recharge shall be provided that does not degrade groundwater quality. Recharge shall be by storm water infiltration basins or a similar system covered with natural vegetation. Dry wells shall be used only where other methods are not feasible. All basins and wells shall be preceded by oil, grease and sediment traps to facilitate removal of contamination. Any and all recharge areas shall be permanently maintained in full working order by the owner.
		e. Electric, telephone, cable TV, and other such utilities are required to be underground unless proven to be physically and environmentally unfeasible.

		f. Exposed storage areas, machinery, service areas, truck loading areas, utility buildings and other unsightly structures or uses shall be set back or visually screened to protect the neighbors from objectionable site characteristics.
		g. Outdoor lighting shall be designed to prevent glare or light, which reflects, strays or scatters beyond the subject structure of structures.
		h. Noise generated by machinery or equipment shall not extend beyond the property line.
		i. The site plan shall comply with all other provisions of this Bylaw.
		6.52 Before a finding on a site plan, the Planning Board may request the applicant to make modifications in the proposed design of the project to ensure that the above criteria are met.
		6.53 After a public hearing, the Planning Board may waive, for good cause shown, any or all requirements of site plan review where such action is in the public interest and not inconsistent with the purpose and intent of the Protective Bylaw.

CEC Development Borrower, LLC
361 Centennial Pkwy, Ste. 300
Louisville, CO 80027

ANB Bank
3033 E 1st Avenue
Denver, CO 80206

May 9, 2019	001039
DATE	CHECK NO.

Pay Two Hundred Fifty Dollars And 00 Cents

\$250.00

to the Order of:

Town of Williamsburg
PO Box 488
Haydenville, MA 01039

Alyssa

⑈001039⑈⑈⑈107001232⑈ 2000013465⑈

CEC Development Borrower, LLC
361 Centennial Pkwy, Ste. 300
Louisville, CO 80027

ANB Bank
3033 E 1st Avenue
Denver, CO 80206

May 9, 2019	001038
DATE	CHECK NO.

Pay Two Hundred Fifty Dollars And 00 Cents

\$250.00

to the Order of:

Town of Williamsburg
PO Box 488
Haydenville, MA 01039

Alyssa

⑈001038⑈⑈⑈107001232⑈ 2000013465⑈

Project Narrative

Special Permit & Site Plan Review Application

Ground-mounted Solar Array 10 River Road Williamsburg, Massachusetts

1.0 PROJECT OVERVIEW

On behalf of Williamsburg MA 2, LLC, we hereby submit this *Special Permit & Site Plan Review Application* for the construction of a solar energy system at 10 River Road in Williamsburg, MA. The system will be a Community “shared” Solar array. The proposed project includes the installation and operation of an approximately 5.95 Megawatt (DC) solar array on a 61 acre parcel (Map G, Lot 188). The property is currently owned by Lawrence L. Lashway and Gerald D. Lashway and is zoned Rural Residential (RU).

As the name implies, Community-Shared Solar is designed to benefit the entire community. Residents, businesses and the Town itself can all benefit from hosting a community solar project. Clean Energy Collective’s SolarPerks™ community solar program allows any rate-payers the opportunity to participate in the generation of clean renewable solar power, and the opportunity to realize savings on their electric bills every month - for the next 20 years.

CEC pioneered the community solar model and the ability to provide clean power-generation to *all* utility customers. Additionally, with corporate offices in Worcester Massachusetts, local contractors are generally hired to build and support their projects throughout the Commonwealth.

Community Solar is a good neighbor:

No Hazardous Emissions - In fact, there are no emissions at all from solar power generation.

No Health Risks - There are no health risks created by solar panels or the related equipment.

No Noise Pollution - Solar projects have no audible noise beyond the project boundary. There are no motors, turbines, or ongoing deliveries.

No Added Traffic Congestion - Unlike retail or commercial operations, once an array is complete, projects are visited only a few times per year.

No Special Fire Risks - Solar panels and their associate support structures are not combustible.

No Impact on Land and Drainage - Natural grasses thrive and water flow is uninhibited within community solar projects.

No Visual Obstruction - Solar is low profile, providing unobstructed views of the surrounding area.

No Security Risk - Fenced, and representing little value to criminal activity, a renewable power facility represents a safe and secure neighbor.

Tax revenues for the Town - Community solar boosts tax revenue with minimal use of Town services.

Per the Williamsburg Zoning Bylaw this project requires a *Special Permit* from the Zoning Board of Appeals per Section 9.30 Ground-mounted Solar Photovoltaic Installation Requirements. Additionally, because the solar array is larger than 1.25 acres, a *Site Plan Review* approval (Section 6) is required from the Planning Board (per Section 9.30-4 of the zoning bylaw).

1.1 Existing Conditions

The property is located at the very end of River Rd. (a dead-end street). It is the larger of 3 adjoining parcels that are all under the same ownership. The property contains frontage along River Rd. and Main St. and is approximately 61 acres in size. The property is located in a Rural Residential zoning district. It is bound by the Mill River (and Main St.) to the east, town-owned¹ land to the south and west, and private residential property to the north. It contains a vacant single-family home with several accessory structures. The northerly portion of the property

¹ Which is primarily undeveloped

contains large areas of open “floodplain” meadow. The southerly portion of the land is wooded. There are two perennial brooks that traverse the property. Mill River generally follows the easterly property line (along Main St.). Unquomok Brook flows from west to east across the property and eventually dumps into the Mill River along the southeast boundary of the site. Unquomok Brook essentially forms a boundary between the developed portion of the property (to the north) and the undeveloped portion (to the south); with approximately 2/3 of the property being *undeveloped*.

The topography of the northerly portion is relatively flat. Immediately south of Unquomok Brook, the topography rises abruptly (riverine corridor) and then levels off at a distance of approximately 200 ft. south of the brook. An existing A,T&T easement flanks the southerly-most boundary of the property, running in an east-west direction.

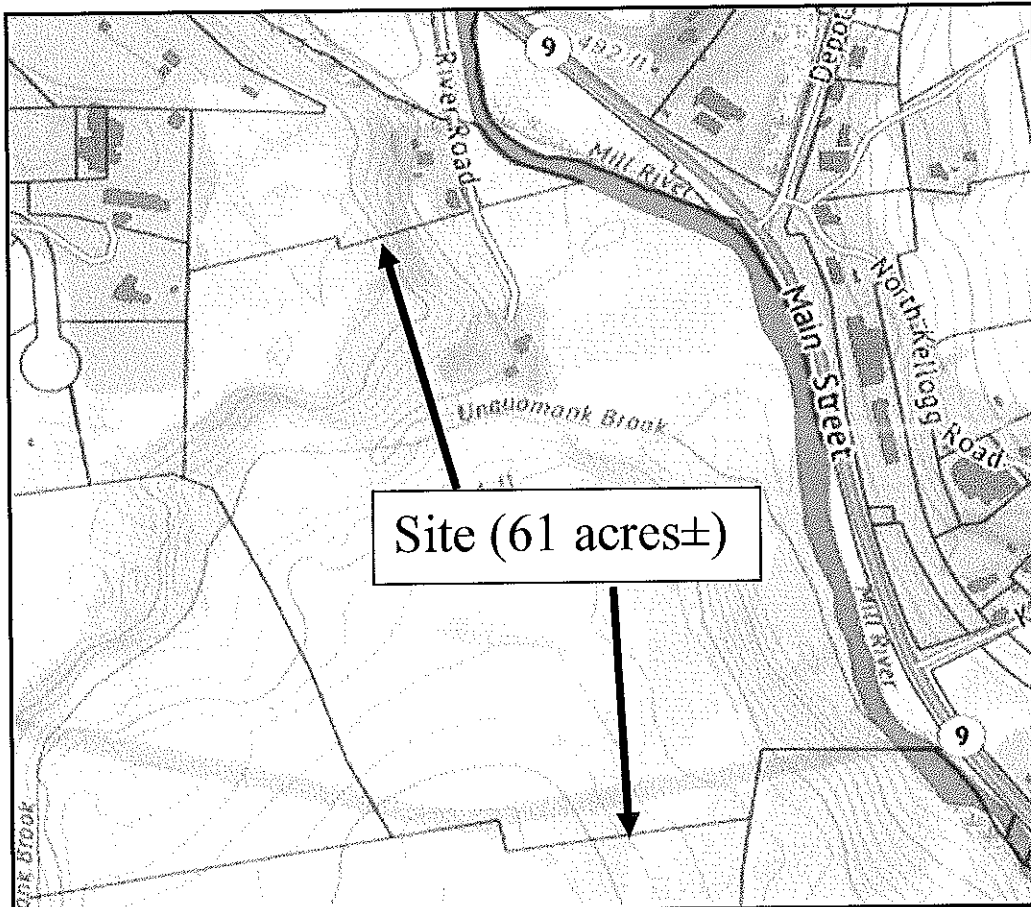
The property contains several areas of bordering vegetated wetlands. These have been flagged on the ground, surveyed, and identified on the plans. They are further described in writing as an attachment hereto.

There are significant areas of Bordering Land Subject to Flooding (100-year floodplain) associated with Mill River *and* Unquomok Brook. These areas have been carefully plotted on the plans based on actual topographic data obtained during survey.

The mean annual high water line of both brooks (in the vicinity of the proposed work) have been flagged on the ground, surveyed and identified on the plans.

Finally, there are *Estimated Habitat* and *Priority Habitat* areas that are located along a narrow corridor of the Mill River (easterly boundary). These are depicted on separate attachments to this application.

Figure 1
Locus Plan



Source: Oliver

2.0 PROPOSED PROJECT

2.1 General

CEC is proposing the construction of this solar array in accordance with all applicable local, state and federal requirements. All the energy produced by this project is developed in partnership with National Grid which allows the Applicant to allocate energy credits, at a discounted rate, to any resident within the utility service area. This is called SolarPerks <http://www.masscommunitysolar.com/>. A copy of the interconnection application is provided in Appendix C.

Access to the array will be provided by extending the existing driveway across Unquomok Brook into the southerly, undeveloped portion of the site. A new permanent bridge will be constructed across the brook in order to minimize impacts to brook. The bridge will be 12'-0" wide by 60'-0" long and will be privately constructed and maintained. A permit from the Williamsburg Conservation Commission has been applied for in concert with this application.

There will be no increase in traffic or parking associated with this project other than construction vehicles during construction of the access drive and the array. The array will be located in a remote location and will not be visible from any public ways or residents. A significant amount of natural vegetation will remain between the project and the nearest roadway or residence.

Please refer to attached site plans for additional reference.

2.2 Construction Details

This project will include concrete support pads (approximately 7,500 S.F. total size) for switch boxes, transformers, and other electrical equipment. The design of the array includes a pile-driven mounting system, which positions modules at a 20 degree tilt and a 180 degree azimuth. Solar panels will be ground mounted and affixed to driven piles. Panels will be mounted in continuous rows (two high) using an RBI racking system. The frame and ground screw foundations of this system conform to the requirements of the Massachusetts State Building

Code. The overall dimensions of each set of 30 panels is 15.9 feet by 33.3 feet, with a maximum east/west slope of 20 degrees. The maximum height of each racking system will be approximately nine feet. The solar array itself will not result in an increase in surface runoff or a decrease in infiltration to the subsurface. There are no buildings associated with the development of this project.

Electricity will be transferred from the inverters to the existing electrical lines located on Main St. A combination of underground and overhead wires will be utilized to transmit the energy to the existing lines. Several new poles will be installed between the inverter and connection point on Main St. A detail of the electrical system for this project is included in Attachment #1 (24" x 36" One-line electrical drawing).

The site will be accessed from a new driveway, which will be an extension of the existing driveway that provides access to the existing house. The driveway will be 15'-0" wide and a gate will be installed prior to the new bridge. The footprint of the proposed array and surrounding area is currently forested and will be cleared before construction. Vegetation (tall trees) will be cut on the south, east, and west sides of the array to prevent shading (referred to as "coppiced clearing"). The extent of the proposed clearing is shown on the attached site plans. Within the array footprint, all vegetation, as well as tree stumps, will be removed, and the ground surface re-graded and seeded with ground cover as soon as possible. In general, the proposed grades will remain similar to the existing grades. Beyond the array only trees that will shade the array (shade buffer zone) will be cut, but stumps, small trees, shrubs, and ground cover will remain in place (referred to as "coppiced clearing"). Prior to any construction activities at the site, a *Notice of Intent* (NOI) will be prepared and submitted to the Environmental Protection Agency, along with a *Stormwater Pollution Prevention Plan* (SWPPP). This is in *addition* to the NOI being submitted to the Conservation Commission. The NOI and SWPPP are required when construction activities will disturb greater than 1 acre. The contractor will perform weekly inspections of the site. The site inspections will ensure that all erosion and sediment controls are maintained, and sediment does not leave the construction site. Additional information related to erosions and sediment control, and stormwater retention is provided in Section 2.3.

The perimeter of the array area will be fenced with seven foot high chain-link fencing. The fencing will be supported by three inch galvanized posts set in concrete and be positioned six inches off the ground to allow wildlife to pass through the property. Access to the array will be gated, with two warning signs located at eye level. One sign will read "Danger High Voltage Keep Out", and the second will read "No Trespassing". Each sign will have company owner name and contact information affixed to them.

An Operation and Maintenance plan for the equipment has been included in Appendix D.

2.3 Erosion Control and Stormwater Design

Management of runoff from this project will occur during both the construction and operational phases. To install the array and supporting access, it will be necessary to clear a significant amount of land area. Inside the proposed fence area, the vegetation will be cleared, stumps will be removed, and the area will be replanted with low growing shade tolerant vegetation. Outside the fence, vegetation will be cleared but stumps and low ground cover will be left in place.

Runoff from the site generally flows from south to north (or east). To mitigate the potential for increased runoff following construction, two proposed detention basins will be constructed. The basins will be located north and east of the proposed array. They have been designed so that the peak flow runoff will not be increased under post-construction conditions as compared to existing conditions. Please refer to the attached Stormwater Analysis (Attachment #3) for a more detailed review.

During construction these two stormwater management features will be used as temporary sediment traps. These areas will be rough graded to within 1 to 2-ft of final grade to prevent clogging of the soils with fine grained sediment. The deposited sediment should be removed periodically during construction and the rough grading overburden will be removed prior to final stabilization and planting.

Silt fence and straw wattles will be placed along the downhill side of the area to be cleared and grubbed. Additionally, straw wattles will be placed intermittently across the array area for erosion control. Initial stabilization of the slopes within the clearing and grubbing area will be accomplished by a combination of tracking, seeding, and mulching and if necessary hydroseeding with a tackfier and/or an erosion control blanket.

A separate Operation and Maintenance plan for the stormwater system has been included with the Stormwater Report.

2.4 Decommissioning Plan

Upon the expiration of its ground lease, the Applicant (or its assigns) will decommission all equipment at the site in connection with its ground mounted solar facility. The project equipment consists of PV panels, inverters, transformer, concrete pads and a racking system. The electrical equipment will be sold back to the manufacturer or to a recycling facility. Any components that contain copper, aluminum or other metals, will be recycled. Refer to Appendix E (Decommissioning Plan with Surety Bond).

All non-recyclable materials will be disposed of at an approved landfill or facility in accordance with state and federal regulations. Inverters, Transformers and Switchgear will be removed from their concrete pads. Combiner box assemblies will be pulled off of the ground mounting structures intact, including the ballasts from the mounting system. The facility owner will be responsible for all decommissioning costs and will obtain all permits or approvals required by the Town of Williamsburg prior to commencing decommissioning work.

The estimated cost of decommissioning the project is \$137,750.00 (2019 dollars). We estimate the work will take 2-3 weeks to complete. The system owner will provide the town of Williamsburg a Decommissioning Bond in the amount of \$172,188.00, representing 125% of the decommissioning estimate, in the same form as provided for the solar project at 127 Goshen Rd. (circa 2015). A copy of the aforementioned bond is attached hereto (see Appendix E). The

estimate for decommissioning will be reviewed every five (5) years, and, if the estimate has increased, the amount of the bond will be increased accordingly.

3.0 ZONING COMPLIANCE

Town of Williamsburg Zoning Bylaw Section 9.30

Per the Williamsburg Zoning Bylaw, this project requires a Special Permit from the Zoning Board of Appeals per Section 9.30 - *Ground-mounted Solar Photovoltaic Installation Requirements*. Additionally, a Site Plan Review approval is required from the Planning Board per Section 9.30-4 of the zoning bylaw, because the solar array is larger than 1.25 acres.

Section 9.30 Ground-mounted Solar Photovoltaic Installation requirements

9.30-2 Applicability

The project is between 1.25 and 20 acres in size, thus a special permit is required from the ZBA per Section 5.0 of the zoning bylaw. This particular project will be ²19.5 acres

9.30-3 General Requirements for All Solar Power General Installations

The following requirements are common to all ground-mounted solar photovoltaic proposed to be sited in designated locations.

9.30-3.1 Compliance with Laws, Ordinances and Regulations

The construction and operation of the array will meet all other local, state, and federal requirements.

9.30-3.2 Building Permit

A building permit will be obtained from the building inspector's office prior to construction.

² Area to be fenced in.

9.30-4 Site Plan Review

The proposed array is larger than 1.25 acres, thus a site plan review is required as outlined in Section 6. The required site plan content of Section 6.3 is as follows:

The site plans have been prepared by a registered professional engineer, and include the following information:

- a. The location and boundaries of the lot, adjacent streets or ways, and the location and owners' names of all adjacent properties.
- b. Existing and proposed topography including two-foot contours, the location of wetlands, streams, water bodies, drainage swales, areas subject to flooding, and unique natural land features.
- c. Existing and proposed structures, including dimensions and elevations.
- d. The location of existing and proposed parking and loading areas, driveways, walkways, access and egress points.
- e. The location and description of all existing and proposed septic systems, water supplies, storm drainage systems, utilities, and refuse and other waste disposal methods.
- f. No landscape features are proposed due to the remote location of the array.
- g. The location, dimensions height, and characteristics of proposed signs and lighting.

9.30-4.1 General Site Plan Review Requirements

All plans have been prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.

9.30-4.2 Required Documents

Pursuant to the required site plan content described in Section 6.3 of the Zoning Bylaw, the project proponent shall provide the following additional documents and information.

The Planning Board (or Zoning Board of Appeals, if special permit as applicable) may waive any of these requirements as it deems appropriate.

(a) A site plan showing:

- i.** Property lines and physical features have been shown on the site plans.
- ii.** The entire project site is mature forest. Some of the trees exceed 80' in height.
- iii.** The proposed changes to the landscape of the site, including roads, grading, vegetation clearing and planting, roads, parking areas, exterior lighting, screening vegetation or structures have been shown on the site plans.
- iv.** The plans have been signed by a PE. There is no potential shading on abutting properties.
- v.** A three-line electrical diagram has been included in the product details.
- vi.** Documentation of the major system components has been included in the product details.

vii. The proposed system installer is:

To be determined.

viii. The project proponent is:

Williamsburg MA 2, LLC
Joseph Shanahan
146 West Boylston Drive
Worcester, MA 01606
1-978-888-4088
joe.shanahan@easycleanenergy.com

The property owners are:

Lawrence L. Lashway II and Gerald D. Lashway.
18 Eastern Avenue
Williamsburg, MA 01096

ix. The engineer responsible for site design is

SK Design Group, Inc.
James M. Scalise, PE

*2 Federico Drive
Pittsfield, MA 01201
413-443-3537
jscalise@sk-designgroup.com*

- (b) Documentation of actual or prospective access and control of the project site (see Appendix F);
- (c) An Operation and Maintenance Plan has been included (see Appendix D);
- (d) The property is in a Rural Residential (RU) zoning district. A copy of the zoning map has been included as Figure #2;
- (e) Proof of liability insurance is included in Appendix G;
- (f) The decommissioning procedure and financial surety has been described previously in the narrative;
- (g) Pre- and post-construction color photorealistic visualizations are not necessary due to the secluded location of the property;

9.30-5 Site Control

Documentation regarding site control may be found in Appendix F.

9.30-6 Operation and Maintenance Plan

The Operation and Maintenance Plan for the project is included in Appendix D.

9.30-7 Utility Notification

The interconnection application with National Grid has been included in Appendix C.

9.30-8 Dimension and Density Requirements

9.30-8.1 Setback and Height Requirements

All of the proposed components, structures, or parking area will be at least 50' from any property boundary.

9.30-8.2 Lot Coverage

The lot coverage requirements of Section 9.3 of the Williamsburg Zoning Bylaw do not apply to ground-mounted solar photovoltaic installations.

9.30-8.3 Appurtenant Structures

All appurtenant structures to ground-mounted solar photovoltaic installations shall comply with the requirements of Section 9.2 Accessory Structures of the Williamsburg Zoning Bylaw.

9.30-9 Design Standards

9.30-9.1 Lighting

There is no proposed lighting associated with this project.

9.30-9.2 Signage

There is no proposed signage with this project, other than fence-mounted safety signs.

9.30-9.3 Utility Connections

The utility connection will be a combination of both underground and above-ground components. Several new utility poles will be required to convey electricity from the array to the grid. Underground conduit will be installed within the array area. The remaining run will be overhead.

9.30-9.4 Landscaping

The area directly around the array and beneath the panels will be planted with a meadow grass seed mix, which will allow for stormwater infiltration into the ground. The area beyond the fence will be cleared of trees, but the stumps and lower vegetation will remain.

9.30-9.5 Parking and Access

The project does not require specific parking spaces. It will be visited by no more than 1 or 2 vehicles at any time, which will simply park on the access drive. The proposed access driveway

will be located directly off the end of River Rd. The lot contains several hundred feet of frontage, which exceeds the minimum requirement under the zoning bylaw.

9.30-9.6 Visual Impact Mitigation

The proposed clearing for the array will be limited to only that which is necessary for proper installation (and continued operation) of the project. The site is located in a remote location and will not be visible from any abutting residents. No additional screening is required.

9.30-10 Safety and Environmental Standards

9.30-10.1 Emergency Services

The owner or operator of the project will provide a copy of the site plan to the Williamsburg Fire Chief and will consult with the Fire Chief to prepare an *Emergency Response Plan*.

9.30-10.2 Land Clearing, Soil Erosion and Habitat Impacts

The clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the array. Sufficient vegetation shall be maintained to minimize soil erosion.

9.30-10.3 Preservation of Trees on public property

There are no trees on public property that are expected to be impacted by the project.

9.30-10.4 Wildlife Corridors

The main wildlife corridor associated with the site is along Onquomonk Brook and Mill River (200-foot Riverfront zone). Other than a narrow road crossing through the Onquomonk Brook corridor, all work has purposely been laid out to avoid these possible wildlife corridors. An application will be made to the Williamsburg Conservation Commission for all work proposed in environmentally-sensitive areas.

9.30-10.5 Sound Levels

Due to the relatively remote location of the array, it is anticipated that the sound levels will not be detectable at the property boundary.

9.30-10.5 Hazardous Materials

There are no proposed hazardous materials to be stored, used, or generated on site.

9.30-11 Monitoring and Maintenance

9.30-11.1 Solar Photovoltaic Installation Conditions

The owner or operator of the project will maintain the facility in good condition. Site access shall be maintained to a level acceptable to the Williamsburg Fire Chief, Building Inspector and Electrical Inspector. The owner or operator shall be responsible for the cost of maintaining the installation of the access road.

9.30-11.2 Modifications

All material modifications to a solar photovoltaic installation made after issuance of the required building permit shall require approval by the Planning Board.

9.30-11.3 Annual Reporting

The owner or operator of the solar facility will submit an Annual Report which certifies compliance with the requirements of this bylaw and the approved site plan. The Annual Report will also provide information on the quantity of electricity generated, the percentage of generated electricity that was used off site, and maintenance completed during the course of the year. The Annual Report will include a reasonable photo survey of the installation. The report will be submitted to the Select Board and the Planning Board no later than June 30 of each year. The owner or operator will allow and make arrangements for an authorized agent of the Town of Williamsburg to enter the property to verify the contents of the Annual Report following its submittal if requested.

9.30-12 Removal Requirements and Abandonment

9.30-12.1 Abandonment

The project owner/operator has prepared a Decommission Plan, previously outlined in this application.

9.30-12.2 Removal Requirements

Decommissioning shall consist of:

- (a) Physical removal of all ground-mounted solar photovoltaic installations, structures, equipment, security barriers and electrical lines from the site;
- (b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
- (c) Stabilization and re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow the owner or operator to leave landscaping or designated below-grade foundations to minimize erosion and disruption to vegetation.

9.30-13 Financial Surety

The Decommissioning Plan includes placing money in an escrow account to cover the cost of removing the equipment.

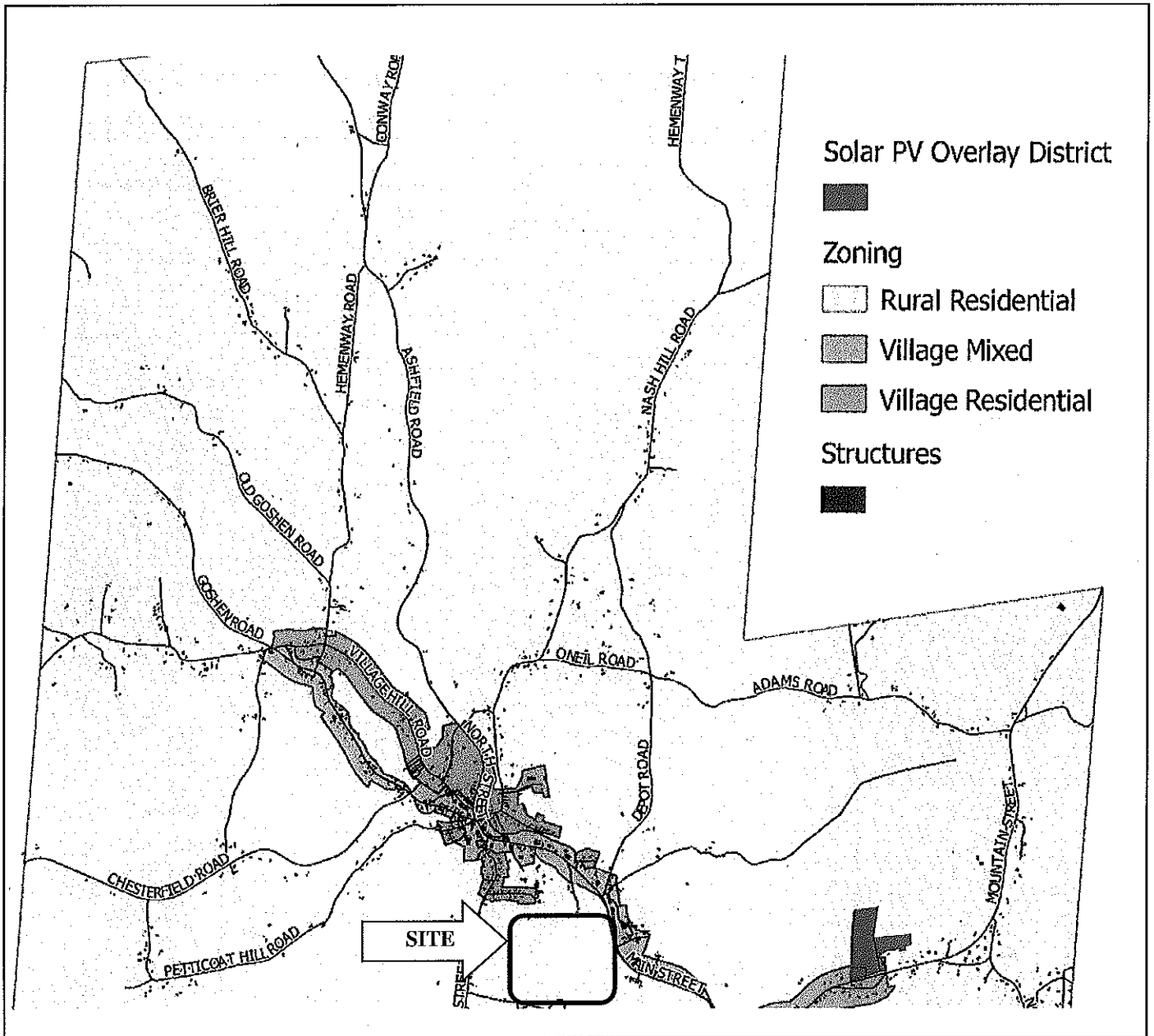
9.30-14 Independent Engineer

Upon request of the Planning Board, the proponent shall pay for a licensed third-party Independent Engineer selected by the permitting authority to review submittals on their behalf.

4.0 CONCLUSION

The proposed project involves the construction of a 5.95 MW ground-mounted photovoltaic array on a portion of a 61 acre parcel located in a Rural Residential (RU) zone. The project will conform to all requirements under Williamsburg zoning for such construction.

Figures #2 - #5



Source: Williamsburg Zoning Map

FIGURE #2

Zoning Map

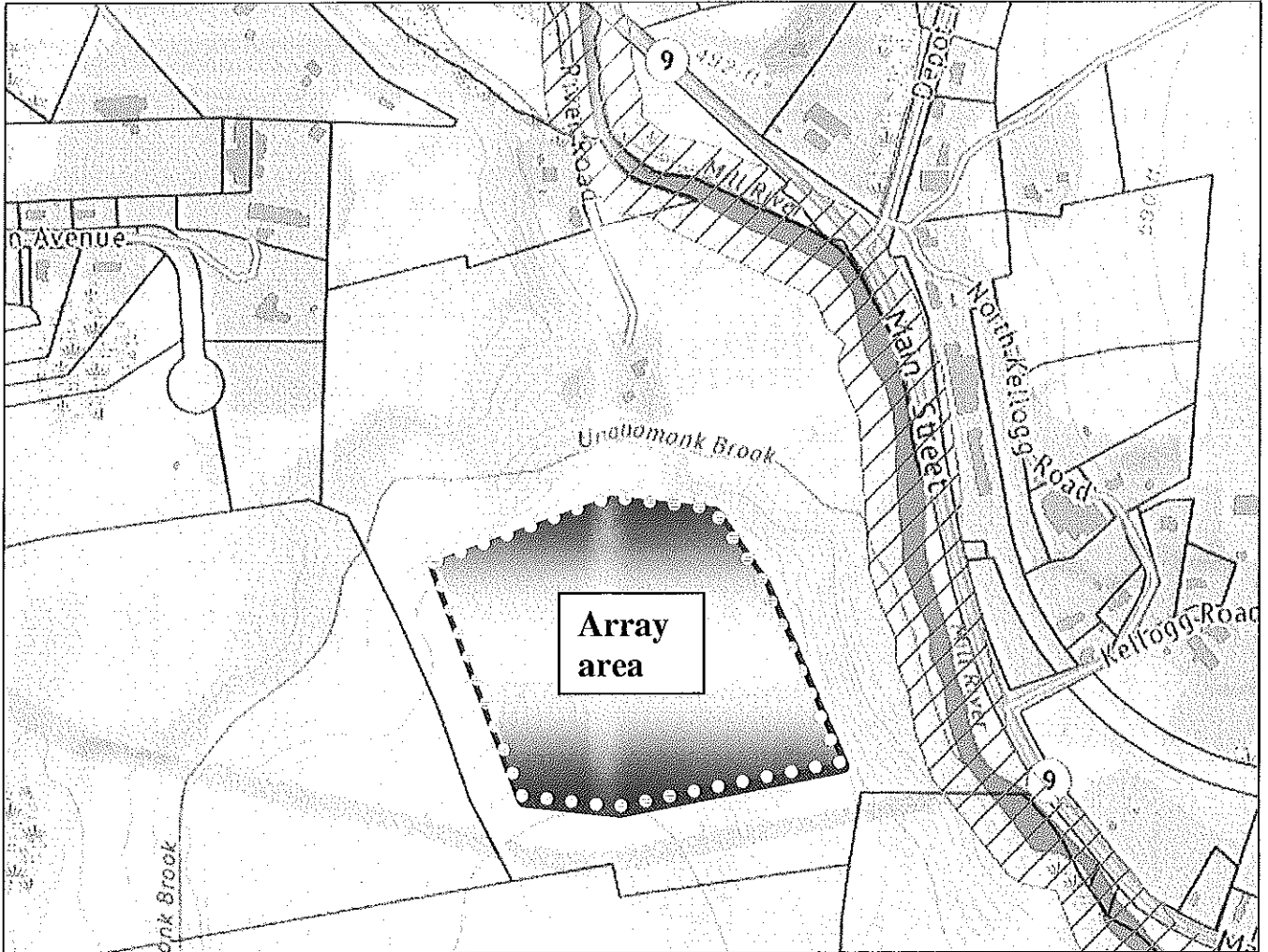
CEC
 10 River Road
 Williamsburg, MA



DESIGN GROUP, INC.

CIVIL ENGINEERS - SURVEYORS - CONSULTANTS

2 FEDERICO DR., PITTSFIELD, MA 01201 (413) 443-3537

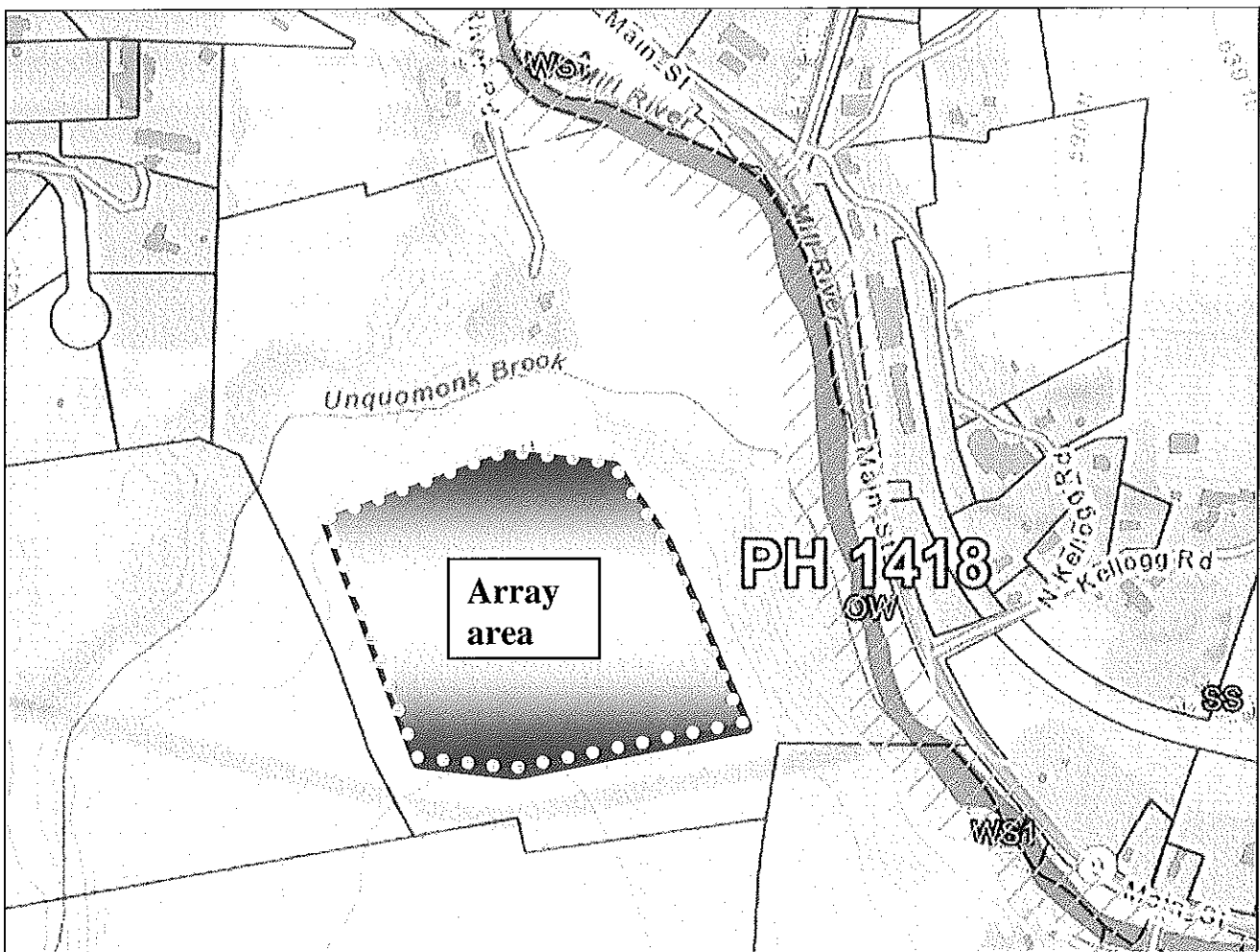


Source: Oliver Mapping Systems

Estimated Habitat

FIGURE #3

NHESP GIS Map of Estimated Habitats of Rare Wetlands Wildlife
 #10 River Rd., Williamsburg MA



Source: Oliver Mapping Systems

Priority Habitat

FIGURE #4

NHESP GIS Map of Priority Habitat

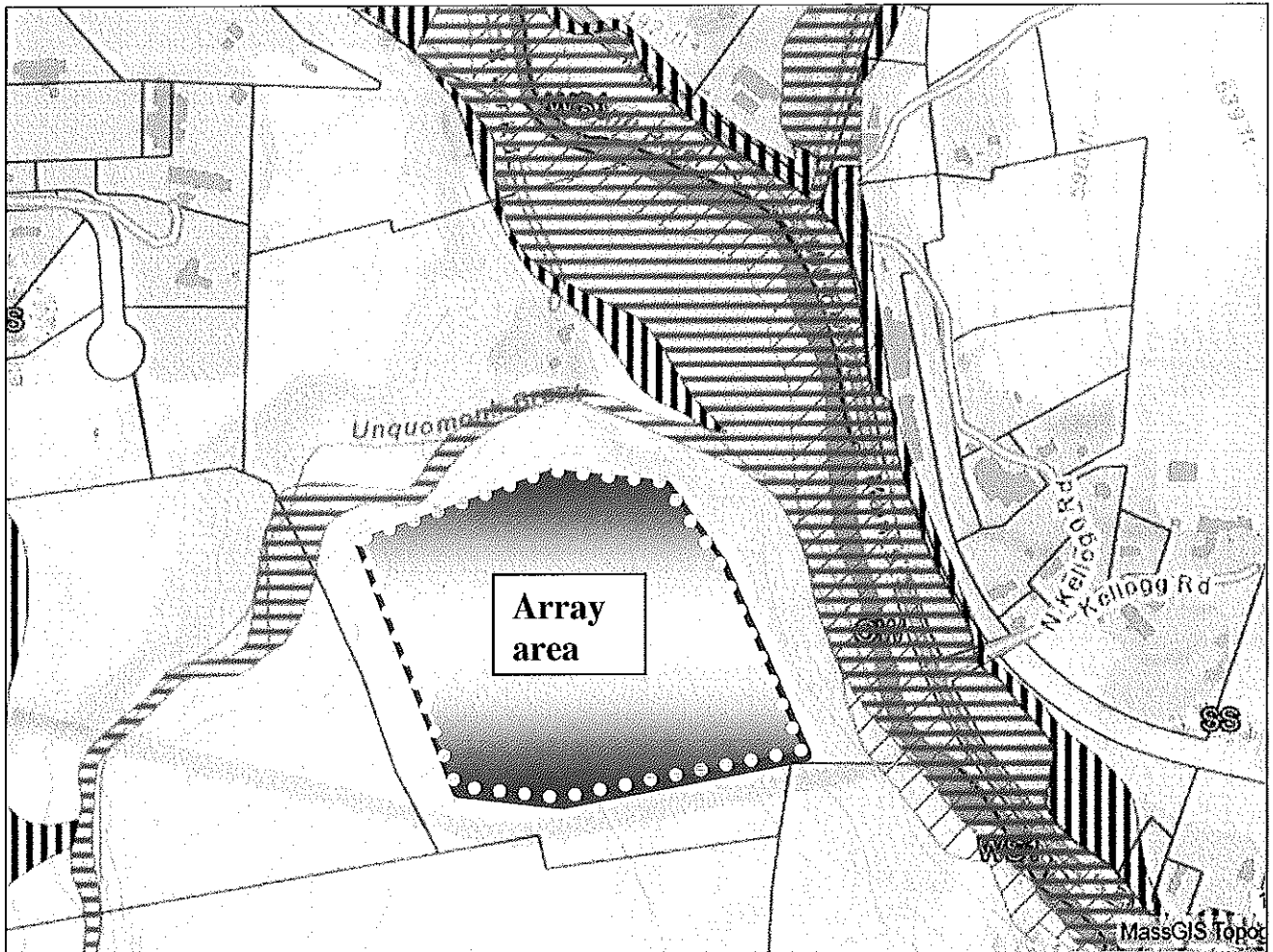
#10 River Rd., Williamsburg MA



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Source: Oliver Mapping Systems

FIGURE #5

FEMA Floodplain Map
 #10 River Rd., Williamsburg, MA

100-yr. Floodplain boundary



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2 FEDERICO DR., PITTSFIELD, MA 01201 (413) 443-3537

Appendix A

Assessor's Property Card

Residential Property Record Card

Parcel ID: 3401010.J-0000-0188.0 MAP: 010.J BLOCK: 0000 LOT: 0188.0 Parcel Address: 10 RIVER RD FY: 2019

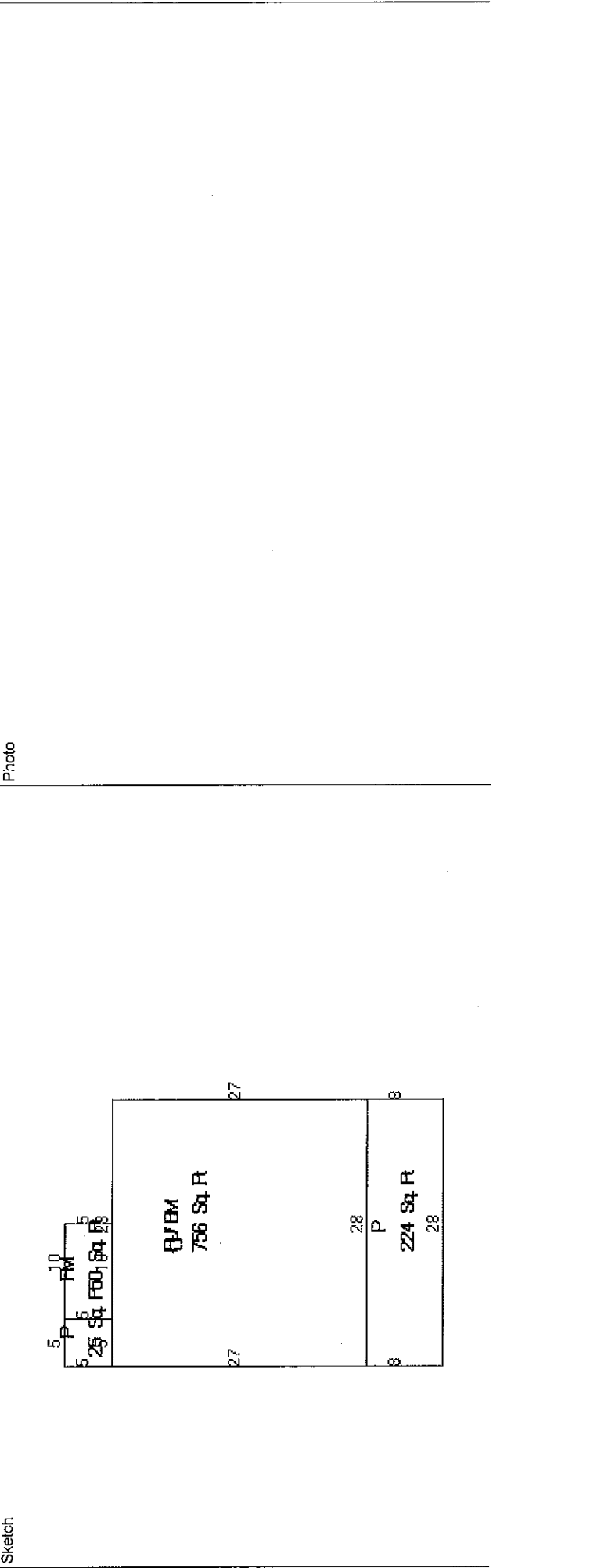
PARCEL INFORMATION
 Owner: LASHWAY, LAWRENCE L II
 Address: PO BOX 1024 WILLIAMSBURG MA 01096

Use-Code: 017 Sale Price: 560,000 Book: 12940 Road Type: D Inspect Date: 09/09/2018
 Tax Class: T Sale Date: 05/01/2018 Page: 154 Rd Condition: P Meas Date: 09/09/2018
 Tot Fin Area: 1562 Sale Type: P Cert/Doc: 00007791 Traffic: L Entrance: X
 Tot Land Area: 94,900 Sale Valid: T Water: IW Collect Id: RB
 Sewer: CAREY, WILLO Comm-B/L% 0/10 Sewer: SP Inspect Reas: IM
 Exempt-B/L% 0/0 Resid-B/L% 100/90 Indust-B/L% 0/0 Open Sp-B/L% 0/0

RESIDENCE INFORMATION				LAND INFORMATION			
Style:	CO	Tot Rooms:	8	NBHD CODE:	11	Code	
Story Height:	2.00	Bedrooms:	4	Seg	P	Type	R1
Roof:	H	Up Fn Area:	756	1	101	Method	A
Ext Wall:	FB	Add Fn Area:		2	101	Sq-Ft	1,500
Masonry Trim:	T	Unfin Area:		3	101	Acres	93.400
Bath Qual:	T	Tot Fin Area:	1562	4	713	Value	75,392
Mkt Adj:		RCNLD:	128083	5	717		196,177
Sound Value:		Heat Type:	FA	DETACHED STRUCTURE INFORMATION			
Fireplace:		Ext Kitch:	1880	Str	Unit	Msr-1	Msr-2
Central AC:		Fuel Type:	O	B5	S	1216	1930
Att Gar SF:		Bsmt Gar Cap:	A	G1	S	468	1930
Porch Type	P	Bsmt Gar SF:		S4	S	288	1930
		%Good P/F/E/R:		VALUATION INFORMATION			
		Porch Area	249	Current Total:	240,500	Blldg:	156,600
				Prior Total:	229,100	Blldg:	145,800
						Land:	83,900
						Land:	83,300
						MktLnd:	271,600
						MktLnd:	271,600

RESIDENCE INFORMATION				LAND INFORMATION			
Style:	CO	Tot Rooms:	8	NBHD CODE:	11	Code	
Story Height:	2.00	Bedrooms:	4	Seg	P	Type	R1
Roof:	H	Up Fn Area:	756	1	101	Method	A
Ext Wall:	FB	Add Fn Area:		2	101	Sq-Ft	1,500
Masonry Trim:	T	Unfin Area:		3	101	Acres	93.400
Bath Qual:	T	Tot Fin Area:	1562	4	713	Value	75,392
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Sound Value:		Heat Type:	FA	DETACHED STRUCTURE INFORMATION			
Fireplace:		Ext Kitch:	1880	Str	Unit	Msr-1	Msr-2
Central AC:		Fuel Type:	O	B5	S	1216	1930
Att Gar SF:		Bsmt Gar Cap:	A	G1	S	468	1930
Porch Type	P	Bsmt Gar SF:		S4	S	288	1930
		%Good P/F/E/R:		VALUATION INFORMATION			
		Porch Area	249	Current Total:	240,500	Blldg:	156,600
				Prior Total:	229,100	Blldg:	145,800
						Land:	83,900
						Land:	83,300
						MktLnd:	271,600
						MktLnd:	271,600

Photo



Appendix B

Abutters List

10 River Rd, J-188

<u>Name</u>	<u>Street Address</u>	<u>Mailing Address</u>	<u>Town</u>	<u>State</u>	<u>Zipcode</u>	<u>Map-Parcel</u>
Gerald, Gerald, JR & Lawrence Lashway	24R Main St	PO Box 316	Williamsburg	MA	01096	J-170.A
Town of Williamsburg	24R Main St	PO Box 447	Haydenville	MA	01039	J-182
Dennis Crommett & Kim Logan	32 Main St	PO Box 156	Williamsburg	MA	01096	J-183
Byran Lord	34 Main St	PO Box 145	Williamsburg	MA	01096	J-184
William Graham	36 Main St	137 West St	Goshen	MA	01096	J-185
Gerald & Lawrence Lashway	10 River Rd	PO Box 1024	Williamsburg	MA	01096	J-188 & 192
Robert & Misty Torrey	8 River Rd	same	Williamsburg	MA	01096	J-190 & 191
Leah Abuza & Joshua Copen	1 Hillenbrand Rd	41 Williams St	Northampton	MA	01060	J-195
Lee & William Lashway, Jr	47 Main St	94 Audubon Rd	Leeds	MA	01053	J-199
Cumberland Farms	37 & 41 Main St	165 Flanders Rd	Westboro	MA	01581	J-201&202
Poverty Mountain LLP	29 Main St	PO Box 231	Williamsburg	MA	01096	J-204
Lashway Logging, Inc	35 Main St	PO Box 231	Williamsburg	MA	01096	J-245
Poverty Mountain LLP	45 Main St	PO Box 231	Williamsburg	MA	01096	J-242
Deena & Lawrence Lashway	18 Eastern Ave	PO Box 316	Williamsburg	MA	01096	J-257
Gerald, Gerald, JR & Lawrence Lashway	18R Eastern Ave	PO Box 768	Williamsburg	MA	01096	J-257.1
Matthew & Dawn Murphy	506 Eastern Ave Ext	53 Woodson Rd	Westfield	MA	01085	J-257.5
Gerald & Heather Lashway	505 Eastern Ave Ext	32 Fairfield Ave	Holyoke	MA	01040	J-257.6
George Fleischner	2 Hillenbrand Rd	PO Box 422	Williamsburg	MA	01096	J-264
Town of Williamsburg	53 South St	PO Box 447	Haydenville	MA	01039	G-10
Tim & Michelle O'Neil	3 N. Kellogg Rd	5 Kelleher Dr	S Deerfield	MA	01373	G-20
Town of Williamsburg	39R South St	PO Box 447	Haydenville	MA	01039	G-37.1
Poverty Mountain LLP	57,59 Main St	PO Box 231	Williamsburg	Ma	01096	G-40, 41
Trustees of Williamsburg Boy Scouts	69 Main St	13 South St	Williamsburg	MA	01096	G-53
Lee Lashway C/O Lashway Logging	71 Main St	PO Box 231	Williamsburg	MA	01096	G-55
Robert & Claire Carpowits	1 N Kellogg Rd	same	Haydenville	MA	01039	G-56
Poverty Mountain LLP	3 Kellogg Rd	PO Box 231	Williamsburg	MA	01096	G-57
Mass Electric C/O Property tax dept	77 Main St	40 Sylvan Rd	Walitham	MA	02451	G-58
Larry & Linda West	76 Main St	95 Main St	Haydenville	MA	01039	G-61
N Chapman, C & M O'Brien	86 Main St	same	Haydenville	MA	01039	G-63
Poverty Mountain LLP	2 Depot Rd	PO Box 231	Williamsburg	MA	01096	G-83
William Lashway, Jr	67 Main St	PO Box 231	Williamsburg	MA	01096	G-84
Poverty Mountain LLP	67 Main St	PO Box 231	Williamsburg	MA	01096	G-107

The preceding information is a list of abutters within 300' of 10 River Rd, Williamsburg, MA identified on the Assessor's Map as 10J-188. This property is owned by Gerald and Lawrence Lashway, with a mailing address of PO Box 1024, Williamsburg, Ma 01096

We certify, to the best of our abilities, that this is a list of abutters to the above described property within our municipality.

5/28/2019

Williamsburg Board of Assessor's

Robin Everett
Debbie Bonister
Dee Ernst

Appendix C

Interconnection Application

Exhibit C - Generating Facility Expedited/Standard Process Interconnection Application

Contact Information (TYPE or PRINT):

Date Prepared: 5/10/2018

Legal Name and Address of Interconnecting Customer

Interconnecting Customer: CEC Development, LLC Contact Person: Doug Carton

Mailing Address: 361 Centennial Parkway suite 300

City: Louisville State: CO Zip Code: 80027

Telephone (Daytime): 661-839-6685 (Evening): _____

Facsimile Number: _____ E-Mail Address: doug.carton@easycleanenergy.com

Ownership Information (include % ownership by any electric utility): 0%

Site Control: Does the Interconnecting Customer have site control? Yes No

Confidentiality Statement: "I agree to allow information regarding the processing of my application (without my name and address) to be reviewed by the Massachusetts DG Working Group that is exploring ways to further expedite future interconnections." Yes No

Group Study Agreement: "I understand and agree if my project becomes part of a Group Study, the Company is authorized to share my contact information and project details with other parties that are also involved in the Group Study." Yes No

Host Retail Customer Contact Information (complete any that are different than Interconnecting Customer information above):

Retail Customer: _____ Contact Person: _____

E-Mail Address: _____ Telephone: _____

Landowner Name (if neither Interconnecting Customer nor Customer): Larry & Gerald Lashway

Landowner email: _____ Landowner telephone: _____

Landowner Mailing Address: 18 Eastern Ave. PO Box 1024

City: Williamsburg State: MA Zip Code: 01096

Alternative Contact Information (e.g., system installation contractor or coordinating company, if appropriate):

Company Name: Clean Energy Collective Contact Person: Michael Whigham

Mailing Address: 146 West Boylston Dr. Suite 201

City: Worcester State: MA Zip Code: 01606

Telephone (Daytime): 802-380-5299 (Evening): _____

Facsimile Number: _____ E-Mail Address: michael.whigham@easycleanenergy.com

Electrical Contractor Contact Information (if appropriate):

Name: _____ E-mail Address: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip Code: _____

Interconnection Seminars: "I have attended one of the utility-hosted Interconnection Seminars." (Recommended) Yes No

Interconnection Tariff: "I have reviewed the entire MDPU 1248 Standards for Interconnection of DG." (Recommended) Yes No

Facility Information (TYPE or PRINT):

Please provide all Pre-Application Reports (either mandatory or optional as per MDPU 1248) as attachments.

Address of Facility: 10 River Rd.

City: Williamsburg State: MA Zip Code: 01096

Single Parcel: Will the Facility be constructed on a single parcel of land? Yes No

Authorized/Proposed generation capacity already exists (check all that apply):

- On Current Account
- On Same Legal Parcel of Land
- In Same Building/Structure

If any apply, include existing generation capacity on design diagrams, and provide Application Number(s): _____

Electric Service Company: National Grid Account Number: 17986-71003 Meter Number: _____

Work Request Number (For Upgrades or New Service): 26276497 MTC ID: _____

System Design Capacity: Nominal 4250 (kW_{AC}) 4250 (kVA) Maximum 4675 (kW_{AC}) 4675 (kVA)

Exhibit C - Generating Facility Expedited/Standard Process Interconnection Application

For Solar PV provide the DC-STC rating: 5950 (kW DC)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell Turbine Other: _____

Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil Other: _____

IEEE 1547.1 (UL 1741) Listed? Yes No

1) Generating Unit Type 1

Manufacturer: Sungrow Model Name and Number: SC-250KU Quantity: 17

AC Rating:

Nominal: 250 (kW) 250 (kVA) 480 (AC Volts)

Maximum: 275 (kW) 275 (kVA) 480 (AC Volts)

Single or Three Phase

2) Generating Unit Type 2 (if applicable)

Manufacturer: _____ Model Name and Number: _____ Quantity: _____

AC Rating:

Nominal: _____ (kW) _____ (kVA) _____ (AC Volts)

Maximum: _____ (kW) _____ (kVA) _____ (AC Volts)

Single or Three Phase

3) Generating Unit Type 3 (if applicable)

Manufacturer: _____ Model Name and Number: _____ Quantity: _____

AC Rating:

Nominal: _____ (kW) _____ (kVA) _____ (AC Volts)

Maximum: _____ (kW) _____ (kVA) _____ (AC Volts)

Single or Three Phase

Does this project need an air quality permit from the DEP? Yes No Not Sure

If "Yes", have you applied for it? Yes No

Planning to Export Power? Yes No Is this a Cogeneration Facility? Yes No

Anticipated Export Power Purchaser: _____

Export Form? Qualifying Facility (QF) Net Metering Other (explain): _____

Estimated Install Date: 9/1/2018 Estimated In-Service Date: 1/1/2019

Agreement Need By: 7/1/2018

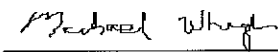
If net metering, please refer to Schedule Z of the Standards for Interconnection of Distributed Generation. Please note that if under the public cap, all off-takers must be a Municipality or other Governmental Entity (as defined in 220 C.M.R. 18.02) and therefore be certified by the DPU.

Application Process

Interconnecting Customer Signature:

"I am opting to forego the Expedited Process. Please review this application under the Standard Process." Yes No

I hereby certify that, to the best of my knowledge, all of the information provided in this application is true:

Signature:  Title: VP Solar Operations Date: 5/10/18

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

All Application Materials Received (For Company use only):

The information provided in this application is complete, all attachments and supplemental application materials have been received, and the application may proceed to the initial/screening review stage of the interconnection process:

Signature: _____ Title: _____ Date: _____

Application ID number: _____

Exhibit C - Generating Facility Expedited/Standard Process Interconnection Application

Generating Facility Technical Detail

Information on components of the generating facility that are currently Listed

	Equipment Type	Manufacturer	Model	National Standard
1.	Inverter	Sungrow	SC-250KU	UL 1741/IEEE 1547 & 1547.1
2.	Modules	Hansol	HS360UD_AN1	UL 1741
3.				
4.				
5.				
6.				

Total Number of Generating Units in Facility? 17

Generator Unit Power Factor Rating: 1

Max Adjustable Leading Power Factor? 1 Max Adjustable Lagging Power Factor? 1

Generator Characteristic Data (for all inverter-based machines)

Max Design Fault Contribution Current? _____ Instantaneous or RMS

Harmonics Characteristics: <3%

Start-up power requirements: _____

Generator Characteristic Data (for all rotating machines)

Rotating Frequency: _____ (rpm) Neutral Grounding Resistor (If Applicable): _____

Additional Information for Synchronous Generating Units

Synchronous Reactance, Xd: _____ (PU) Transient Reactance, X'd: _____ (PU)

Subtransient Reactance, X''d: _____ (PU) Neg Sequence Reactance, X2: _____ (PU)

Zero Sequence Reactance, Xo: _____ (PU) kVA Base: _____ (PU)

Field Voltage: _____ (Volts) Field Current: _____ (Amps)

Additional information for Induction Generating Units

Rotor Resistance, Rr: _____ Stator Resistance, Rs: _____

Rotor Reactance, Xr: _____ Stator Reactance, Xs: _____

Magnetizing Reactance, Xm: _____ Short Circuit Reactance, Xd'': _____

Exciting Current: _____ Temperature Rise: _____

Frame Size: _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Additional information for Induction Generating Units that are started by motoring

Motoring Power: _____ (kW) Design Letter: _____

Exhibit C - Generating Facility Expedited/Standard Process Interconnection Application

Interconnection Equipment Technical Detail Date:5/10/18

Will a transformer be used between the generator and the point of interconnection? Yes No

Will the transformer be provided by Interconnecting Customer? Yes No

Transformer Data (if applicable, for Interconnecting Customer-Owned Transformer):

Nameplate Rating: 4675 (kVA) Single or Three Phase

Transformer Impedance: 5.75 (%) on a 4675 kVA Base

If Three Phase:

Transformer Primary: 13800 (Volts) Delta Wye Wye-Grounded Other: _____

Transformer Secondary:480 (Volts) Delta Wye Wye-Grounded Other: _____

Transformer Fuse Data (if applicable, for Interconnecting Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____ Load Rating: _____ (Amps)

Interrupting Rating: _____ Trip Speed: _____ (Cycles)

Interconnection Protective Relays (if applicable):

If microprocessor-controlled, List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	27-1/27-2	50%/88%	
2.	59-1/59-2		110%/120%
3.	81U-1/81U-2	56.5HZ/58.5HZ	
4.	810-1	61HZ	
5.	51CP		curve
6.	51CG		curve

If discrete components (Enclose copy of any proposed Time-Overcurrent Coordination Curves):

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose copy of Manufacturer's Excitation & Ratio Correction Curves)

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Exhibit C - Generating Facility Expedited/Standard Process Interconnection Application**General Technical Details**

Submit all of the customer's Interconnection Application materials and proposed design diagrams using the following process:

1. Email the following materials to National Grid at Distributed.Generation@nationalgrid.com:
 - a. P.E.-stamped One-Line Diagram (and Three-Line Diagram if applicable), including:
 - i. Schematics for all (internal & redundant) protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable)
 - b. Site Plan, which indicates the precise physical location of the proposed:
 - i. Generating Facility
 - ii. AC Utility Disconnect Switch
 - iii. All meters (utility- and customer-owned)
 - iv. Related interconnection equipment
 - c. Technical Specifications (pdf files only)
 - d. Exhibit C (this form) – completed and signed (available on the website)
 - e. Legal Information Document – completed (available on the website)
 - f. Schedule Z (net metering only) – completed, initialed, and signed (available on the website)
 - g. Copy of electric bill (if applicable)
 - h. Copy of any Pre-Application Reports related to this application (if applicable)
 - i. Copy of Interconnection Application fee check
 - j. Any other information pertinent to this Interconnection Application (if applicable)
2. Mail the Interconnection Application fee check and the first two pages of the signed copy of this Interconnection Application form to:

National Grid
 Attn: Distributed Generation
 40 Sylvan Rd
 Waltham, MA 02451

Note: The Schedule Z may be updated as needed at any point prior to the Authorization to Interconnect.

Refer to National Grid's Distributed Generation website for more detailed instructions:

Massachusetts:

Residential: http://www.nationalgridus.com/masselectric/home/energyeff/distributed_generation.asp

Commercial: http://www.nationalgridus.com/masselectric/business/energyeff/distributed_generation.asp

Nantucket:

Residential: http://www.nationalgridus.com/nantucket/home/energyeff/distributed_generation.asp

Commercial: http://www.nationalgridus.com/nantucket/business/energyeff/distributed_generation.asp

Appendix D

Operation and Maintenance Plan (for array only)

Equipment Operation and Maintenance Plan

Ground-mounted Solar Array 10 River Road Williamsburg, Massachusetts

Solar Energy Equipment O&M plan

1. Periodic inspections of the perimeter fence, solar array, and connecting infrastructure will be made by the maintenance contractor.
2. Repairs to the security fence shall be made as needed.
3. Erosion in access roads shall be repaired and stabilized.
4. Repairs to solar energy collecting and distribution equipment shall be made as needed.
5. Fence panels shall be raised approximately 6-inches off of the ground to permit movement of ground dwelling animals.
6. Repairs to or replacement of utility poles shall be made as needed.
7. Access roads shall be maintained.

Vegetation Maintenance plan

8. Vegetation within the solar array, under and around the energy collecting panels and inside the perimeter fence shall be mown periodically as needed. Areas outside the fence which are currently mown may continue to be mown.
9. Tree species growing east, west, and south of the solar energy collecting panels will be maintained so that no vegetation is taller than forty feet, or of a height which will shade the panels. This will be accomplished by selective cutting of the taller trees. Forest cover will be maintained to the greatest extent possible, while accomplishing the height limitation. No tree cutting will be done in jurisdictional areas, other than what is permitted in this NOI.

Stormwater Maintenance Plan

10. See Stormwater Report for Operation and Maintenance of stormwater features.

Appendix E

Decommissioning Plan (with Surety Bond)

DECOMMISSIONING PLAN FOR
10 RIVER ROAD
WILLIAMSBURG, MASSACHUSETTS

Upon the expiration of its ground lease, the owner of the solar facility intends to complete a Decommissioning Plan for all equipment installed at the site in connection with its ground mounted solar facility. The project equipment consists of PV Panels, Inverters, Transformer, Concrete Pads and a Racking System. The electrical equipment will be sold back to the manufacturer or to a recycling facility. The project contains copper, aluminum and other metals that will be recycled.

All non-recyclable materials will be disposed of at an approved landfill or facility in accordance with state and federal regulations. Inverters, Transformers and Switchgear will be removed from their concrete pads. Combiner box assemblies will be pulled off of the ground mounting structures intact, including the ballasts from the mounting system. The facility owner will be responsible for all decommissioning costs and will obtain all permits or approvals required by the Town of Williamsburg prior to commencing decommissioning work.

The estimated cost of decommissioning the project is \$137,750.00 (2019 dollars). We estimate the work will take 2-3 weeks to complete. The system owner will provide the Town of Williamsburg with a Decommissioning Bond in the amount of \$172,188, representing 125% of the decommissioning estimate, in the same form as was provided for the solar project at 127 Goshen Road. A copy of that Bond is also attached hereto. The estimate for decommissioning will be reviewed every five (5) years and, if the estimate has increased, the amount of the Bond will be increased accordingly.

SOLAR INSTALLATION
DECOMMISSIONING PLAN
SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **CEC Solar #1058, LLC**, a Colorado Limited Liability Corporation with an address of 361 Centennial Parkway, Third Floor, Louisville, CO 80027, as Principal, and **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the **Town of Williamsburg**, as Obligee, in the sum of Thirty Eight Thousand Seven Hundred Fifty (\$38,750.00) Dollars lawful money of the United States of America, to be paid to said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal is obligated to decommission a certain solar photovoltaic facility located at Map 3C, Lot 114.0, 127 Goshen Road, Williamsburg, Massachusetts, and thereupon to restore the property upon which said facility is located in accordance with the terms of a Zoning Board of Appeals Decision dated June 22, 2015, issued by Obligee and the "Decommissioning Plan" of Principal that is referenced in said Zoning Board of Appeals Decision (collectively referred to herein as the "initial agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, on July 17, 2017, the Zoning Board of Appeals voted to allow an amendment to the initial agreement whereby the Decommissioning Plan was revised to provide for a surety bond rather than a cash deposit surety (referred to herein as the "amended agreement"), a copy of which is attached hereto as Exhibit B;

The above mentioned amended agreement sets forth the terms and conditions of Principal's decommissioning and property-restoration obligations and said agreement is hereby specifically referred to and made part of this bond, with like force and effect as if herein at length set forth.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above named Principal, its successors or assigns, does and shall well and truly observe, perform, fulfill and keep its obligations as set forth in the above mentioned agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with reasonable description thereof shall be given to Surety promptly, and in any event, within 60 days after the Obligee shall learn of such default, such notice to be delivered personally or by federal express, or registered mail to Surety.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within 36 months after the effective date of any termination or cancellation of this bond or 36 months after Obligee receives written notice of such termination or cancellation, whichever is longer.

THIRD: That this bond may be terminated or cancelled by Surety by 90 days prior notice in writing from Surety to Principal and to Obligee, provided that Surety shall not terminate or cancel this bond after it has received notice or has otherwise become aware that Principal has defaulted under the agreement or that Principal will, with the passage of a time-certain or the giving of notice, be in default under the agreement; and provided further that Principal shall not be relieved of its obligations under the agreement (including without limitation the obligation to obtain a bond) on account of such termination or cancellation. Notwithstanding the foregoing, such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. Non-renewal or cancellation of the bond in compliance with the terms hereof shall not constitute a default under the bond or be the basis or trigger for a claim. The liability of the Surety shall be limited to the amount set forth in this bond and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Oblige, its successors and assigns.

IN WITNESS WHEREOF the above bound Principal and the above Surety have hereunto set their hands and seals, on the 26th day of July, 2017.

CEC Solar #1058, LLC, as Principal

By: _____

Hartford Fire Insurance Company, as Surety

By: _____

Jeremy C. Rose, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: WILLIS OF TENNESSEE INC
 Agency Code: 20-263350

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :
 Janice Fennell, Tina Foster, Jeremy C. Rose, Richard C. Rose, Autumn Schneider of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
 Nora M. Stranko
 Notary Public
 My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **JULY 26TH, 2017**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Appendix F

Evidence of Site Control

Land Lease Option and Lease Agreement (Solar Farm)

BETWEEN:

Lawrence L. Lashway II & Gerald D. Lashway, LANDLORD

AND

CEC Development, LLC (or Assigns), TENANT

Table of Contents

	Page
1. The Option	1
2. Leased Premises	2
3. Term	3
4. Rent	3
5. Improvements of Leased Premises	4
6. Ingress, Egress, Utility and Solar Easement	5
7. Maintenance and Security	7
8. Title and Quiet Possession	7
9. Title to Site Improvements and Infrastructure,	7
10. Uses and Operations	8
11. Subordination, Attornment, and Nondisturbance	8
12. Mortgage of Leasehold Interests	8
13. Governmental Approvals and Compliance	12
14. Assignment	13
15. Notices	13
16. Insurance	14
17. Operating Expenses	14
18. Taxes	14
19. Maintenance by Landlord	14
20. Liabilities to Third Parties: Risk of Loss	15
21. Tenant's Performance and Surrender	15
22. Default and Termination for Default	15
23. Right to Terminate	15
24. Rights to Site Improvements and Infrastructure Upon Termination	16
25. Binding on Successors	17
26. Access to Premises	17
27. Governing Law	17
28. Entire Agreement	17
29. Survey and Testing	18
30. Oil, Gas and Mineral Rights	18
31. Hazardous Waste	18
32. Mechanic's Liens	20

Table of Contents (continued)

	Page
33. Headings	20
34. Time of Essence	20
35. Severability	20
36. Real Estate Broker	21
37. Further Assurances.....	21
38. Dispute Resolution.....	21
39. Right to Record.....	21
40. Tax Credits.....	21
41. Attorneys' Fees	22
42. Interpretation	21
43. Date of Agreement	21
44. Estoppel Certificate	21

Exhibit A	Legal Description of the Leased Premises	Exhibit B	Tenant's Survey of the Leased Premises
Exhibit C	Certificate of Insurance		
Exhibit D	Landlord Acknowledgement of Collateral Assignment of Lease		

**LAND LEASE OPTION AND LEASE AGREEMENT
(SOLAR FARM)**

This Land Lease Option and Lease Agreement (the "Agreement") is made this 7th day of May, 2018, by and between Lawrence L. Lashway II & Gerald D. Lashway having an address of 12 & 18 Eastern Ave, Williamsburg, MA 01096 ("Landlord"), and CEC Development, LLC (or assigns), a Colorado limited liability company, having an office at 361 Centennial Parkway, 3rd Floor, Louisville, CO 80027 ("Tenant").

1. The Option.

- a. For the sum of Five Hundred and 00/100 dollars (\$500.00) (the "Option Fee") to be paid to Landlord by Tenant within five (5) business days of the later (i) the Effective Date and (ii) the date upon which Tenant receives a copy of the recorded deed of the Landlord Property to the Landlord in form reasonably acceptable to Tenant, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, Landlord hereby grants to Tenant the exclusive and irrevocable right and option to lease the Leased Premises (as defined below) on the terms and conditions set forth below (the "Option").
- b. The term of the Option shall commence on the date hereof and shall continue in full force and effect for six (6) months from the date of this agreement (the "Initial Option Period").
- c. Extension Option Periods. The Initial Option period may be extended by Tenant for three (3) additional six (6) month periods (the "Extension Option Period(s)") upon Tenant's written notice to Landlord before the end of the Initial Option Period or prior Extension Option Period, as applicable, together with payment of One Thousand and 00/100 dollars (\$1,000.00) for the first Extension Period and Two Thousand and 00/100 dollars (\$2,000.00) for the second and third Extension Periods (the Initial Option Period and Extension Option Period(s) are hereinafter collectively referred to as the "Option Period"). Such Option payments shall be immediately nonrefundable, but shall be applicable to any Rent if such Option is exercised.
- d. Exercise of the Option. No later than 5:00 p.m. on the last day of the Option Period, Tenant shall have the right, in its sole and absolute discretion, to exercise the Option by giving Landlord written notice of such exercise in accordance with the Notice provision set forth in Section 15 (the "Option Notice").

During the Option Period, Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Landlord Property (as defined below) at reasonable times during normal business hours to

inspect the Landlord Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Landlord Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections. Tenant shall repair any damage to Landlord's Property caused by Tenant or its authorized agents and representatives in exercise of the Right of Entry. Each Party shall indemnify, defend and hold harmless the other Party and its members, managers, officers, directors, shareholders, employees, agents, and contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("*Losses*"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party, its employees, agents, or contractors. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party.

- e. Upon Tenant's exercise of the Option, the terms of this Agreement relating to the lease of the Leased Premises (the "Lease") that follows shall take effect. The date that the Option Notice is delivered shall be considered the "Lease Commencement Date".
- f. In the event Landlord fails to perform its obligations under this Agreement for any reason other than Tenant's breach, Tenant may pursue all remedies available at law and in equity. Landlord hereby acknowledges that Tenant will incur significant expenses in reliance on this Agreement.

2. Leased Premises. Upon Tenant's exercise of the Option, Landlord shall lease to Tenant and Tenant shall lease from Landlord, pursuant to the terms of this Agreement, an approximately Twenty-five (25) acre parcel of real property, which is a portion of the real property located at 10 River Road in Williamsburg, County of Hampshire, Massachusetts, which property is more particularly described in Exhibit A-1 attached hereto and any after-acquired interest therein ("Landlord Property"), together with ingress, egress, and utility easements providing access to and from a public road and the point of utility interconnection, as described in Sections 5 and 6 below and any after-acquired interest therein (that portion of the Landlord Property being referred to herein as the "Leased Premises"). A legal description of the Leased Premises is attached hereto and incorporated herein as Exhibit A-2. Landlord grants to Tenant the right to survey the Leased Premises at Tenant's cost, and the legal description of the Leased Premises, including any access or utility easements, provided in the survey shall then become Exhibit B, which shall be attached hereto and made a part hereof. In

the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control.

3. Term. The lease term (collectively, the "Term") shall be as follows:

- a. The Primary Term shall be for twenty-five (25) years commencing on the Lease Commencement Date.
- b. Tenant shall have the option and right to elect to extend this lease for up to four (4) five (5) year extensions (each such extension referred to as a "Renewal Term", or collectively as the "Renewal Terms"). Tenant shall give Landlord written notice of its election to extend the Lease on or before the commencement of the twenty-fifth (25th) year of the Primary Term, or the end of the then-current Renewal Term, whichever is later.
- c. A final term commencing upon expiration of the Primary Term, or expiration of the last Renewal Term, whichever is later, to allow for Tenant's decommissioning and removal of the Solar Farm (as defined below) (the "Final Term"). The Final Term shall last no longer the six (6) months, unless extended per mutual written agreement of Tenant and Landlord.

4. Rent. In consideration for Landlord leasing the Leased Premises to Tenant, Tenant agrees to pay during the Term to Landlord in lawful money of the United States of America, basic rent as follows (collectively, the "Basic Rent"):

- a. Primary Term Rent. Commencing on the Lease Commencement Date and continuing on each anniversary thereafter, with the last payment prorated based upon the number of days remaining in the Primary Term, the annual rent of Thirteen Thousand Five Hundred and 00/100 dollars (\$13,500) per megawatt (AC) of Installed Power (as defined herein) payable to Landlord, in advance, in annual installments. For the avoidance of doubt, the initial annual Primary Term Rent amount shall be the product of the nameplate capacity of the Solar Farm in alternate current (AC), as adjusted in accordance with section 4.e hereof, and \$13,500.
- b. Renewal Term Rent.
 - (i) Beginning on the first (1st) day of the first (1st) Renewal Term the annual Rent for the first year of such renewal term shall be equal to 125% of the annual rent amount of the prior lease year and the rent for the remainder of such Renewal Term shall be the same as the annual rent of the first year of such Renewal Term. All such rent during Renewal Term(s), if applicable, shall be paid in equal annual installments, in advance.

- (ii) Beginning on the first (1st) day of the second (2nd) Renewal Term and any subsequent five-year Renewal Term, the annual Rent for the first year of such renewal term shall be equal to 105% of the annual rent amount of the prior lease year and the rent for the remainder of such Renewal Term shall be the same as the annual rent of the first year of such Renewal Term. All such rent during Renewal Term(s), if applicable, shall be paid in equal annual installments, in advance.
- c. Final Term Rent. Commencing on the first day of the Final Term as defined herein and expiring on the last day of the Final Term, monthly rent of Three Thousand and 00/100 dollars (\$3,000.00) per megawatt (AC) of then-current nameplate capacity of the Solar Farm ("Final Term Rent"), payable monthly to Landlord, in arrears, with the last monthly installment thereof pro-rated to the last day of the Final Term.
- d. Any payment due under this Lease shall be timely if it is made on the due date or within thirty (30) calendar days thereof.
- e. During the Primary Term, Tenant will certify Installed Power annually on the anniversary of the lease year, and if Installed Power has increased over the prior year, annual Primary Term Rent shall be recalculated in accordance with the calculation set forth in section 4.a. above, with the then-current Installed Power multiplied by the then-current annual Primary Term Rent per MW AC. Such adjusted Primary Term Rent shall be effective retroactively to the date of commissioning of any increase in capacity, and payment for additional rent due for the period between the date of commissioning of the increased capacity and the anniversary of the lease year shall be made no later than thirty (30) days after the anniversary of the lease year.

5. Improvements of Leased Premises

- a. Components. Tenant shall construct approximately Five (5) megawatt AC solar farm (the "Solar Farm") at its sole expense. The Solar Farm shall consist of racking and foundations; inverters and transformers; necessary electrical interconnections and all improvements and connections required to transfer and deliver generation offsite, including three (3) phase extensions and power box(es); a 200 to 400 square-foot structure to house electrical and maintenance equipment ("PV Box"); security fencing and gating, with cameras, enclosing the Leased Premises; safety signage and solar photo voltaic ("PV") panels (collectively the "Site Improvements and Infrastructure"). Tenant shall, at its own discretion, clear and remove trees from the Leased Premises. Tenant shall have the right to use or dispose of cleared trees, at its discretion. Landlord has no obligation to make improvements on the Leased Premises or Landlord Property to accommodate the Solar Farm, unless otherwise stated in this Agreement.

- b. **Preliminary Site Plan, Construction Plans.** For any new construction on the Leased Premises, such construction shall be designed and built to the minimum standards for any county, state and federal codes and requirements in effect at the time of construction, including without limitation, the applicable building and fire codes.
- c. **Signage.** Tenant shall have the right to place one or more signs advertising the Solar Farm provided that, prior to putting up any such signage, Tenant has obtained all required sign permits from the local governing authority,
- d. **Fencing.** Tenant shall maintain a fence around the Solar Farm for the duration of the Primary Term and any extensions thereto.
- e. **Utility Easement.** Landlord agrees to execute any easement agreement required by the utility for interconnection in the form required by the utility.

6. Ingress, Egress, Utility and Solar Easement. The rights granted to Tenant in this Lease include, without limitation the following easements and related rights:

- a. the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Leased Premises, in connection with Solar Farm: (a) a line or utility poles, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said utility poles, wires and cables (collectively "Transmission Facilities"); (b) facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Solar Farm, regardless where located (collectively "Interconnection Facilities", which collectively with the Transmission Facilities and improvements installed in connection with the Solar Farm, collectively constitute the "Solar Improvements"); and (c) with all necessary easements therefor which such easements shall have a duration coterminous with the Term of the Lease;
- b. an easement and a right over and across the Landlord Property for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Solar Farm, including but not limited to rights to cast shadows and reflect glare onto all of Landlord's property including

any adjoining property, from the Solar Farm and/or any and all other related facilities, wherever located;

- c. an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Landlord Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Leased Premises is prohibited;
- d. an access easement over and across the Landlord Property for ingress and egress to the Leased Premises, to and from a public road, and a construction and utility easement over Landlord Property adjacent to the Leased Premises for construction and maintenance of the Solar Improvements. For the avoidance of doubt the area identified on the attached exhibit showing the access to the Leased Premises shall be the primary access; only in those circumstances where use of that primary access is impossible shall a secondary, ancillary access easement be granted in a reasonable location.
- e. a non-exclusive right for the installation, use, repair, replacement and removal of Transmission Facilities across the Landlord Property;
- f. a non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Landlord Property;
- g. an easement and right on the Landlord Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Leased Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), rocks, brush, vegetation and fire and electrical hazards now or hereafter existing on the Landlord Property which might obstruct receipt of or access to sunlight throughout the Leased Premises or interfere with or endanger the Solar Farm or Tenant's operations, and dispose of such items in its sole discretion;
- h. the right of subjacent and lateral support on the Landlord Property to whatever is necessary for the operation and maintenance of the Solar Farm, including, without limitation, guy wires and supports; and
- i. the right to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

Notwithstanding the foregoing, if the Landlord conveys the Landlord Property during the Term, Landlord agrees that any granting document, including the deed, shall include within the property description, the existence of the easements contained herein.

The term of the easements described in this Section 6 shall commence upon the Lease Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Term, or (ii) removal by Tenant of all of its property from the Leased Premises after expiration of the Term. Additional details concerning the location and configuration of the easement shall be set forth in a recordable instrument substantially in the form set forth in Exhibit E, attached hereto and incorporated herein by reference, prepared by Tenant, which Landlord agrees to execute, and have notarized, within ten (10) days of any Tenant request therefor made from time to time. In addition, at Tenant's request and expense, the easements described in this Section 6 may be set forth in a separate standalone easement agreement, which Landlord and Tenant agree to execute and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors, and assigns subject to the first sentence of this paragraph.

7. Maintenance and Security.

- a. **Maintenance.** The Solar Farm shall be maintained by Tenant at its own expense. Tenant shall maintain, protect and preserve the Solar Farm in a safe, neat and attractive condition and in good and serviceable repair.
- b. **Snow Removal.** Landlord does not provide snow removal service on the access road serving the Leased Premises. Snow removal on the Leased Premises, if needed, shall be the responsibility of Tenant as necessitated by Tenant's operation of the Solar Farm. Any snow removal activities will minimize any damage to the existing ground surface of the site. Tenant will promptly repair any damage caused by its snow removal activities. Tenant will only use the existing or new access roads via the access easement for vehicle access to the site.
- c. **Security.** Security for the Solar Farm shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Landlord, Landlord shall not be liable for any loss or damages suffered by Tenant or third party solar panel owners due to Tenant's and such third parties use and occupancy of and activities on the Leased Premises.

8. Title and Quiet Possession. As of exercise of the Option, Landlord represents and covenants that Landlord owns the Leased Premises and the Landlord Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title. Tenant shall have the quiet use and enjoyment of the Leased Premises and the easements described herein in accordance with and subject to the terms of this Agreement, without any manner of hindrance, interference, or molestation of any kind by Landlord or any person claiming through Landlord.

9. Title to Site Improvements and Infrastructure.

- a. Site Improvements and Infrastructure. Title to the Site Improvements and Infrastructure remains with Tenant at all times during the Term. Upon expiration of this Agreement, title to the Site Improvements and Infrastructure shall be designated in accordance with Section 24 below.
- b. Repair of Landlord Property. In the event that Tenant causes any damage to the Landlord Property, including without limitation any above-ground or underground utilities, in the course of any activity undertaken by Tenant under this Agreement, Tenant shall facilitate the repair of such damage to return such property of Landlord to substantially the same condition as it existed prior to such damage, at Tenant's sole expense.

10. Uses and Operations. Tenant shall construct, operate and maintain the Solar Farm as a renewable energy generation system. The Tenant's uses under this Lease include the construction, maintenance, operation, use, repair, replacement and removal of the Solar Farm, and activities related thereto.

11. Subordination, Attornment, and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Agreement and all of Tenant's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Agreement. A "Subordination and Non-Disturbance Agreement" shall mean an agreement, in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Agreement, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with. Within ten (10) business days of Tenant's Option Notice, or within ten (10) business days of the date of creation of any future mortgages or deeds of trust, Landlord shall request Landlord's secured lenders to provide an Subordination and Non-Disturbance Agreement in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of any mortgage to which this Lease is, or shall become, subordinate.

12. Mortgagee Protection. Any Mortgagee of the Leased Premises, or any portion of Leased Premises, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Landlord of notice of its name and address:

- a. Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Leased Premises or any portion thereof and to perform all obligations to be performed by Tenant under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Landlord's consent shall not be required for (a) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Solar Improvements, or Tenant, or (b) the acquisition of Tenant's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Lease, (i) the term "Mortgagee" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Tenant's interest in the Agreement or Solar Farm, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "Mortgage" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Solar Farm and Solar Improvements given to a Mortgagee in connection with such financing and (iii) the term "Mortgaged Interest" refers to the interest in this Agreement and/or the Solar Farm and Solar Improvements, that is held by the Mortgagee. Tenant shall have the right, without the consent of Landlord, to grant Mortgages on Tenant's interest hereunder.
- b. Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Tenant, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee shall have provided Landlord with its current address. In the event the Landlord gives such a written notice of default, the following provisions shall apply:
- a. A "Monetary Default" means failure to pay when due any rent or other monetary obligation of Tenant to Landlord under this Agreement; any other event of default is a "Non-Monetary Default."
- b. The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (i) thirty (30) days after

receipt of the notice of default in the event of any Monetary Default; and (ii) sixty (60) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Leased Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant under this Agreement for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant. Landlord shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth herein.

- c. During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by Tenant under this Agreement which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Landlord's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party. Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall

not be liable to perform the obligations imposed on Tenant by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Leased Premises.

- d. Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Tenant under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.
 - e. Nothing in this Agreement shall be construed to extend this Agreement beyond the Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.
- c. New Agreement to Mortgagee. If this Agreement terminates because of Tenant's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Landlord shall, upon written request from any Mortgagee, enter into a new lease of the Leased Premises, on the same terms and conditions as provided in this Lease.
- d. Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Agreement from Tenant prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.
- e. No Waiver. No payment made to Landlord by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment. No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Leased Premises by reason of the fact that this Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee

estate in the Leased Premises and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Landlord shall join in a written instrument effecting such merger and shall duly record the same.

- f. Third Party Beneficiary. Each Mortgagee is and shall be an express third-party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Landlord under this Agreement.
- g. Further Amendments. Provided that no material default in the performance of Tenant's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Landlord under this Agreement, or extend the Term of this Agreement. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Landlord (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.
- h. Further Amendments to Leased Premises Description. In the event that it is determined by Tenant or any Mortgagee that there are any inaccuracies in or changes required to the legal description of the Leased Premises contained in Exhibit A-2, the validity of this Agreement shall not be affected, and, upon the request of Tenant made from time to time, Landlord shall execute an amendment to the legal description of the Leased Premises contained in Exhibit A-2 of this Agreement and in any memorandum of this Agreement to reflect the legal description of the Leased Premises as contained in any survey obtained by Tenant for the Leased Premises.

13. Governmental Approvals and Compliance. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Site Improvements and Infrastructure on the Leased Premises and shall comply with government laws and regulations applicable thereto. Notwithstanding the foregoing, Tenant shall not be responsible for any matters arising in connection to Environmental Laws relating to the Leased Premises, except to the extent the need for compliance therefor arises directly out of the release by Tenant of any Hazardous Substances (as defined herein) on or about the Leased Premises.

14. Assignment. Excluding assignments that occur pursuant to Section 12 above, Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Tenant is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any entity (a) owned or controlled by Tenant or under common ownership or control with Tenant, or (b) to which Tenant conveys all of its right title and interest in the Solar Farm. Notwithstanding the foregoing, Tenant is also expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Landlord's consent and in its sole discretion, to any person or entity, provided that Tenant remains responsible for the obligations hereunder.

15. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord(s):

Lawrence L. Lashway II
18 Eastern Ave
PO Box 1024
Williamsburg, MA 01096

Gerald D. Lashway
12 Eastern Ave
PO Box 316
Williamsburg, MA 01096

With a copy:

Thomas R. Reidy, Esq.
Bacon Wilson, P.C.
6 South East Street
Amherst, MA 01002
treidy@baconwilson.com

To Tenant;

CEC Development, LLC
c/o: Clean Energy Collective
Attn: Tom Sweeney, President of Renewable Assets
361 Centennial Parkway, 3rd Floor
Louisville, CO 80027

With a copy: By email to tom.sweeney@easycleanenergy.com

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

16. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a commercial general liability insurance policy covering Tenant's operations, activities, and liabilities on the Leased Premises, having singly or in combination limits not less than Five Million Dollars (\$5,000,000) in the aggregate. Such policy shall name Landlord as an additional insured under such policy as the Landlord's interests may appear. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

17. Operating Expenses. Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

18. Taxes. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Leased Premises. However, Tenant shall reimburse Landlord, as additional Rent, for any increase in real property taxes levied against the Leased Premises that is directly attributable to Tenant's improvements to the Leased Premises. Landlord agrees to furnish proof of such increase to Tenant. If Landlord fails to pay any real property taxes or other fees or assessments when due, Tenant, at its sole option, may make such payments and deduct such amounts from future rent payments.

- a. **Chapter 61/61A tax classification:** The Parties acknowledge that the Leased Premises and any easements associated therewith would qualify as a "conversion" under chapter 61 or 61A of Massachusetts General Law) shall be removed from such chapter classification at the Lessee's expense. In addition, the Lessee shall be responsible for any rollback or conveyance taxes associated with removal of the Leased Premises and easements, if applicable, from chapter classification.
- b. In contemplation of the Chapter 61/61A removal process for leased property, the Parties agree that Landlord may terminate this Lease if it so chooses after a second appraisal is ordered but before a third appraisal is ordered.

19. Maintenance by Landlord. Landlord shall maintain its property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of the Leased Premises and the Easement. Landlord shall not construct or permit to be constructed structures or plant or permit to be planted trees adjacent to the Leased Premises that will impede solar access to Solar Farm.

20. Liabilities to Third Parties: Risk of Loss. Tenant shall hold Landlord harmless from any liability (including reimbursement of Landlord's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Tenant or any of Tenant's agents, servants, employees, or licensees, and Landlord shall hold Tenant harmless from any liability (including reimbursement of Tenant's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the negligence or willful conduct of Landlord or any of Landlord's agents, servants, employees, or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant, Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms, or other Acts of God. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.

21. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Leased Premises subject to the other provisions of this Lease. Only in the event that the Town of Williamsburg does not require a decommissioning surety, Tenant shall furnish for the benefit of the Landlord a form of surety, such as a bond or restricted account, subject to applicable terms and conditions reasonably acceptable to Tenant and comparable to those required by Massachusetts Towns for similar projects, to provide for the removal of any property located upon the Leased Premises consisting of the Solar Farm and all equipment, materials and property related to the operation of said Solar Farm at the time of termination of this Agreement, pursuant to the provisions hereunder. Said surety shall be in amount of One Hundred Thousand dollars (\$100,000.00) and shall remain in effect until the removal of all said property from the Leased Premises.

22. Default and Termination for Default. Landlord or Tenant shall be in default of this Lease if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the non-breaching party, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Lease for default, and to pursue such remedies as may be available in law or equity.

23. Right to Terminate. Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Site Improvements and Infrastructure on the Leased Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Leased Premises for its intended purpose;
- c. Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;
- d. Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or
- e. The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Landlord.

24. Rights to Site Improvements and Infrastructure Upon Termination.

- a. Title: Tenant. At least ninety (90) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), Tenant shall advise Landlord in writing of Tenant's intention regarding Tenant's ownership of the Solar Farm upon expiration, based upon one of the options set forth in this Section 24(a):
 - i. Retain Title and Operating Rights. Retain ownership of the Solar Farm and continue to operate the Leased Premises as a community-owned solar farm under a new lease agreement with Landlord if:
 - 1. Tenant has advised Landlord of Tenant's desire to continue operations in writing a minimum of ninety (90) days prior to the expiration date of the applicable term, as required in this Section 24.a.(1); and
 - 2. Landlord and Tenant have agreed to the new lease provisions at least thirty (30) days prior to the expiration date of this Agreement. The newly negotiated lease shall then begin upon the expiration of this Agreement.

It is understood and agreed that if Tenant and Landlord are unable to agree upon the terms of such new lease, then the provisions of Section 24(a)(ii), below, regarding removal shall apply. Nothing herein shall require the Landlord to agree to terms of such new lease.

- ii. **Remove.** Remove the Solar Farm, including the Site Improvements and Infrastructure owned by Tenant and solar panels owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.

- b. **Abandonment/Noncompliance with Section 24(a).** If Tenant either (i) abandons the Leased Premises or (ii) does not provide the notice to Tenant described in Section 24(a) within the time period for such notice described therein, then Landlord shall notify Tenant whether Landlord desires to enter into a new lease as described in Section 24(a)(i) or desires Tenant to remove the Solar Farm as described in Section 24(a)(ii), and the parties shall proceed accordingly; provided however that in the event that Landlord and Tenant have not entered into the new lease described in Section 24(a)(i) at least ten (10) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), then Tenant shall remove the Solar Farm as set forth in Section 24(a)(ii). If Tenant is obligated under this Section 24 to remove the Solar Farm and fails to do so within the time set forth in Section 24(a)(ii), then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 22 hereof, may remove the Solar Farm at Tenant's cost.

25. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

26. Access to Premises. In addition to the Easement granted in Section 5, Tenant and its engineers, officers, employees, agents, and contractors shall have full access to the Leased Premises during the Term, consistent with Landlord's standard property security policy,

27. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State or Commonwealth in which the Leased Premises are located.

28. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party

or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

29. Survey and Testing. Tenant shall have the right during the Option Period and any extension to survey, soil test, and make any other investigations necessary to determine if the surface of the Leased Premises is suitable for construction of the Solar Farm. If Tenant, within the above-stated time, determines that for any reason the Leased Premises is not suitable, this Agreement, upon written notice given by Tenant to Landlord, shall become null and void; provided that at Tenant's sole expense any damage to the Leased Premises caused by such testing and investigations of Tenant shall be promptly repaired.

30. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let, or demise hereby, but expressly excepts and reserves here from all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Leased Premises to recover any oil, gas, or minerals during the Term hereof, and further provided that any activity associated with such minerals shall not interfere with Tenant's quiet use and enjoyment of the Leased Premises. In the event that there shall exist at any time any mineral rights separate from Landlord's fee interest in the Leased Premises, Landlord shall deliver to Tenant, within ten (10) days of any request Tenant made by Tenant from time to time, such documentation as may be required to ensure that such mineral rights are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant hereunder and to allow Tenant to obtain an endorsement over such mineral rights in any title commitment or title policy requested by Tenant, including without limitation a non-disturbance agreement executed by Landlord and the holder of such mineral rights, in form acceptable to Tenant.

31. Hazardous Waste.

- a. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the Commonwealth of Massachusetts, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq. (42 U.S.C. Section

9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

- b. Landlord represents and warrants that, to the best of Landlord's knowledge but without independent investigation, (i) the Leased Premises have not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials, (ii) neither the Leased Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Premises, and (iv) the Leased Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Leased Premises and mitigate exposure to liability arising from, and keep the Leased Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.
- c. The following indemnities are provided hereunder by Landlord and Tenant:
 - i. Tenant agrees to indemnify, defend, and hold harmless Landlord, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items arise out of the release of any Hazardous Substances brought on or about the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns including without limitation from hazardous materials brought to the Leased Premises by Tenant or Tenant's employees, contractors, agents, successors, or assigns.

- ii. Landlord agrees to indemnify, defend, and hold harmless Tenant, its officers, partners, agents, lenders, contractors, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Substances on or about the Leased Premises except those brought onto the Leased Premises and released by Tenant or Tenant's employees, contractors, agents, successors, or assigns, or (b) arise out of any Breach by Landlord, or (c) arose prior to or during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

- d. Landlord represents and warrants to Tenant that Landlord has received no notice that the Leased Premises or any part thereof is, and, to the best of its knowledge and belief, no part of, the Leased Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains.

- e. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

32. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Leased Premises, and Tenant agrees to indemnify, defend, and hold harmless Landlord from any such lien from a party claiming by, through, or under Tenant; provided that Tenant shall be permitted to remove any such lien by bond or other suitable instrument.

33. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

34. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

35. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Agreement,

or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

36. Real Estate Broker. Landlord represents and warrants that Landlord has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Premises or the transaction contemplated by this Agreement, and Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

37. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

38. Dispute Resolution. Any dispute between Landlord and Tenant arising under this Agreement shall in the first instance be addressed by taking the following steps; 1) by informal negotiations between Landlord and Tenant following an exchange of written notice of and response to said dispute and for a period of time not to exceed 30 days unless extended by mutual agreement; and if not resolved by negotiations, then 2) by any means in law or in equity.

39. Right to Record. The Tenant shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Tenant deems necessary, which memorandum Landlord agrees to execute and deliver to Tenant. Tenant shall provide the Landlord a copy of the recorded Memorandum of Lease after recordation by the Hampshire County Registry of Deeds.

40. Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Tenant's option, Landlord and Tenant shall amend this Agreement or replace it with a different instrument so as to convert Tenant's interest in the Property to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement shall entitle Tenant to a fee interest in the Leased Premises, diminish Tenant's payment obligations under this Agreement or extend the Term of this Agreement.

41. Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

42. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are

to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any-amendments or exhibits to this Agreement.

43. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

44. Estoppel Certificate. Landlord agrees, at any time within five (5) days of Tenant's written request, to execute, acknowledge and deliver to Tenant a written statement in form and content acceptable to Tenant stating whether the Lease has been modified and is in full force and effect, whether Tenant is in default of said terms, and whether there exist any charges or set-offs against Tenant, and setting forth such other matters as Tenant or any lender or potential lender may reasonably request.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

TENANT:

CEC Development, LLC (or Assigns)
By: Clean Energy Collective, LLC, its Manager

By: Lawrence L. Lashway II
Lawrence L. Lashway II

By: Jeffrey S. Lord
Jeffrey S. Lord
Title: SVP

Date: 5/8/2018

Date: 5/15/2018

By: Gerald D. Lashway
Gerald D. Lashway

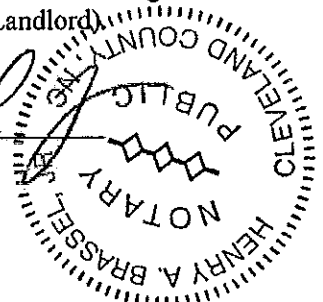
Date: _____

COMMONWEALTH / STATE OF North Carolina
COUNTY OF LINCOLN) ss

On this 8 day of MAY, 2018, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Lawrence Lashway II proved to me on the basis of satisfactory evidence of identification, which were Valid MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

MY COMMISSION EXPIRES 05/06/2019
[Signature]
Notary Public

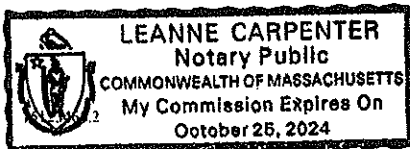


COMMONWEALTH / STATE OF Massachusetts
COUNTY OF Worcester) ss

On this 15th day of May, 2018, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Jeffrey Lord proved to me on the basis of satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Leanne Carpenter
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

TENANT:

CEC Development, LLC (or Assigns)
By: Clean Energy Collective, LLC, its Manager

By: _____
Lawrence L. Lashway II

By: _____

Date: _____

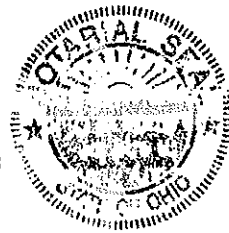
Title: _____

Date: _____

By: Gerald D. Lashway
Gerald D. Lashway

Date: 5/8/2018

COMMONWEALTH / STATE OF Ohio)
) ss
COUNTY OF Cuyahoga)



JACQUELINE DIXON
Notary Public
In and for
the State of Ohio
My Commission Expires

On this 8 day of MAY, 2018, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Gerald D. Lashway proved to me on the basis of satisfactory evidence of identification, which were MASSACHUSETTS DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Jacqueline Dixon
Notary Public

COMMONWEALTH / STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____ proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.

Notary Public

COMMONWEALTH / STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____ proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of CEC Development, LLC for its stated purpose (as Tenant).

WITNESS my hand and official seal.

Notary Public

COMMONWEALTH / STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____ proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of CEC Development, LLC for its stated purpose (as Tenant).

WITNESS my hand and official seal.

Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF THE LANDLORD PROPERTY

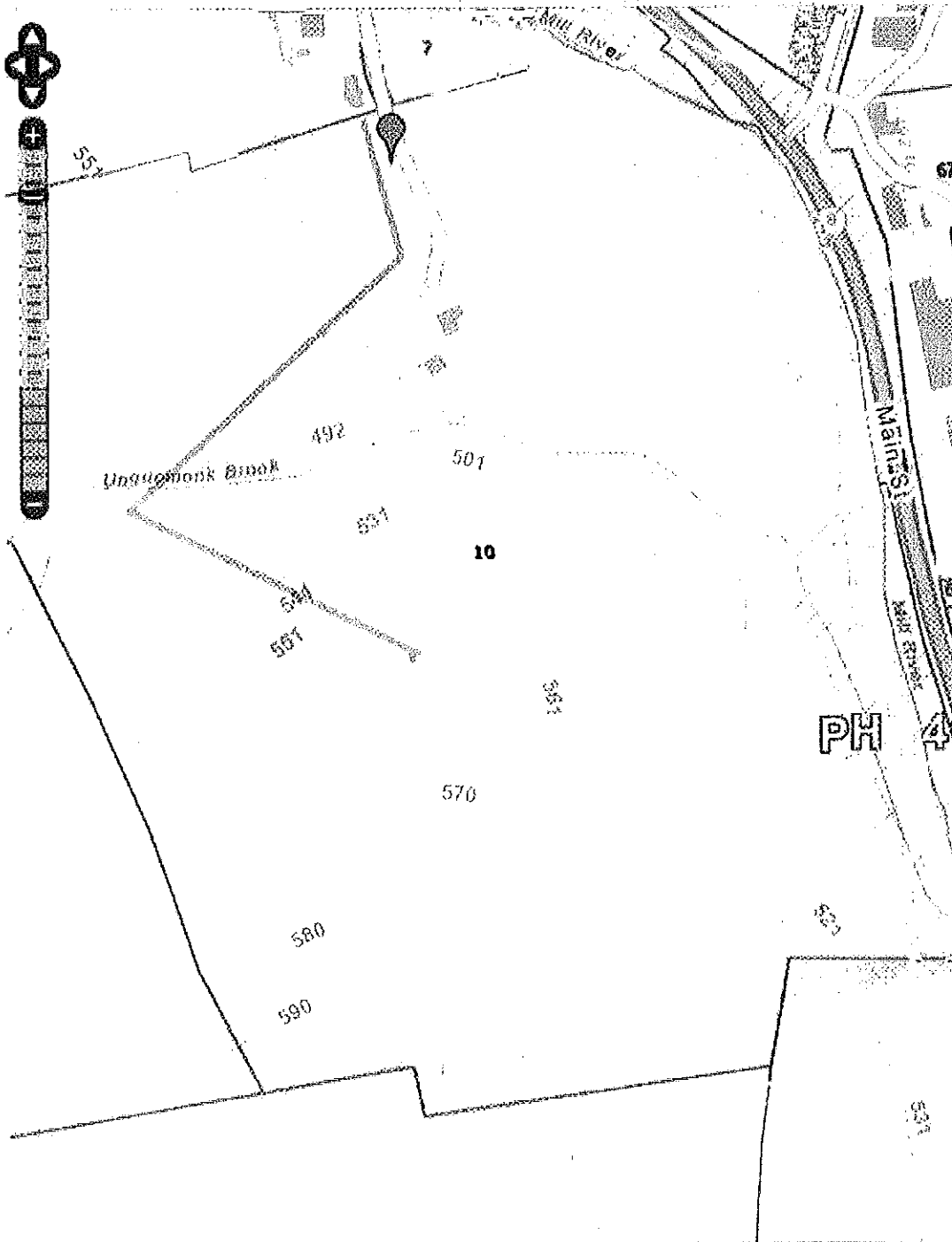
(Parcel ID - Book 4063, Page 96 & Book 3651, Page 74)

Exhibit A - 1

15123468.2

EXHIBIT A-2

LEGAL DESCRIPTION OF THE LEASED PREMISES



1.569 03 ft

Exhibit A - 3

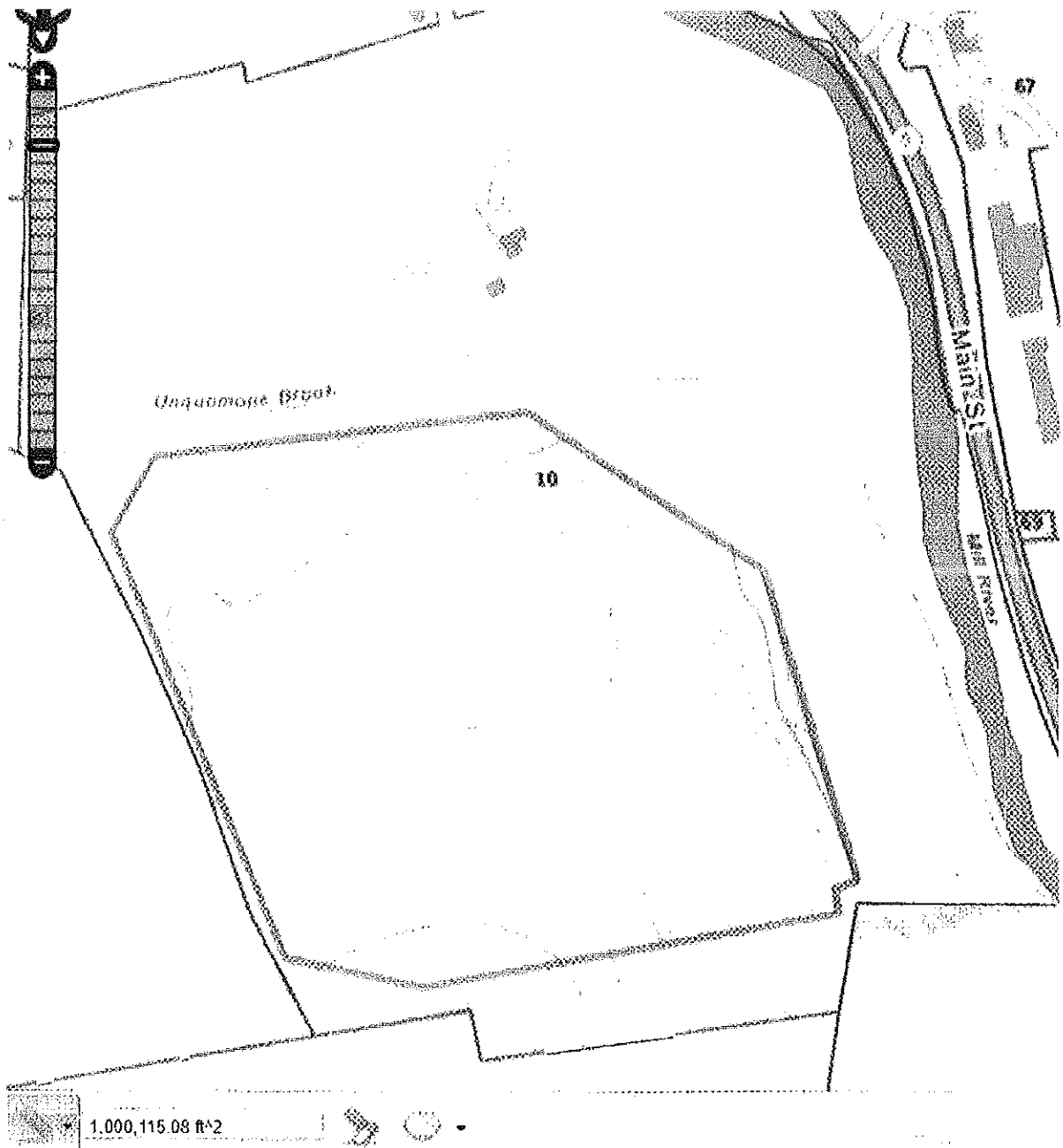


EXHIBIT B

TENANT'S SURVEY OF 'THE LEASED PREMISES

To be revised by Tenant based upon the survey referenced in Section 2 of the Agreement.

EXHIBIT C
CERTIFICATE OF INSURANCE

EXHIBIT D

LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by Lorraine Larson ("Landlord") in connection with certain Option Lease dated May 8, 2018 (the "Lease") by and between Landlord and Clean Energy Solutions as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord's use of the Leased Premises shall be subordinate.
 - b. Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said

EXHIBIT D

LANDLORD ACKNOWLEDGEMENT OF COLLATERAL ASSIGNMENT OF LEASE

This Landlord Consent to Collateral Assignment of Lease Agreement (this "Consent") is granted and made by Michael J. Kelly ("Landlord") in connection with certain Option Lease dated 5/8, 2018 (the "Lease") by and between Landlord and _____ as Tenant.

1. Tenant has entered into a Loan Agreement ("Loan Agreement") with _____ ("Lender") for the extension of credit (the "Loan") in regard to a solar electric generating facility referred in said Loan Agreement as the "Solar Facility" and in said Lease and this Consent as the "Solar Garden".
2. Tenant as borrower under the Loan Agreement, has executed a Collateral Assignment in favor of Lender whereby Tenant is giving Lender a pledge, mortgage, and/or collateral assignment of all of its right, title and interest arising under the Lease as tenant of the Leased Premises, and providing Lender such other rights as set forth in such Collateral Assignment.
3. Tenant hereby consents to the Collateral Assignment of the Lease given from Tenant to Lender. Landlord acknowledges that in this connection, Lender shall be entitled to perform any obligation under the Lease in lieu of the performance of such obligation by Tenant, but that Lender shall not be obligated to perform any such obligation.
4. Landlord also acknowledges and agrees that the following statements are true and correct:
 - a. Landlord is the fee owner of the Leased Premises described in the Lease Agreement, and (1) a true and correct copy of the Lease is attached hereto as Exhibit 1; (2) the Lease is in full force and effect; (3) Landlord has not modified, amended or changed the Lease in any material respect; (4) to the best of Landlord's knowledge, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises; and (5) to the actual knowledge of Landlord, (i) there are no existing defaults by Tenant under the Lease, (ii) all amounts due under the Lease from Tenant to Landlord as of the date of this Consent have been paid; and (iii) there are no leases in effect to which the Landlord's use of the Leased Premises shall be subordinate.
 - b. Tenant owns the Solar Garden including without limitation all Site Improvements and Infrastructure (as defined in the Lease) and all related fixtures and personal property. Landlord does not own any personal property that is located on the Premises, and agrees that Landlord shall not pursue any liens or claims whatsoever against said

Solar Garden, Site Improvements, Infrastructure, fixtures and personal property.

- c. Except those interests appearing in the records of the county recorder(s) where the Solar Garden is situated, Landlord has not granted any interests in the Leased Premises to any person or entity other than Tenant, and as long as Tenant is not in default of the Lease, Landlord will ensure Tenant's quiet enjoyment of the Leased Premises in accordance with the terms and conditions of the Lease.

5. Landlord also acknowledges and consents:

- a. To Tenant's execution of a leasehold mortgage or deed of trust encumbering Tenant's leasehold estate under the Lease and the Solar Farm.
- b. To Lender's access to the Leased Premises as necessary to inspect or protect its Collateral.
- c. To provide upon request of Lender, as a collateral assignee of rights under the Lease, subsequent signed statements indicating whether or not any defaults exist under the Lease, and addressing such other matters concerning the Leased Premises and the Lease as Lender may reasonable request.
- d. To the recording by Tenant or Lender of the Collateral Assignment and this Consent of Landlord thereto.

6. Landlord acknowledges that all notices to Tenant under the Lease Agreement shall be sent to:

Attn: Tom Sweeney, Authorized Representative
361 Centennial Drive, 3rd Floor
Louisville, CO 80027
Telephone Number: (720) 360-3000

with a copy in each case to:

[Lender Information]

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement of Collateral Assignment as of this 8 day of MAY, 2018.

LANDLORD:

Lawrence Lashway II

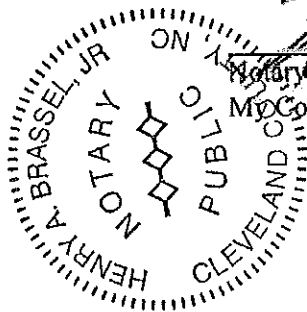
By: _____

Title: Landlord

COMMONWEALTH/STATE OF North Carolina

COUNTY LINCOLN, to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 8 day of MAY, 2018, by LAWRENCE LASHWAY II, who is Landlord of TEN RIVER ROAD, a _____, for and on behalf of the _____.



Henry A. Brasel, Jr.
Notary Public for
My Commission Expires: 05/06/2019

IN WITNESS WHEREOF, Landlord subscribes this Landlord Acknowledgement of Collateral Assignment as of this Gerald D. Lashway 8 day of May, 2018.

LANDLORD:

Gerald D. Lashway

By: _____

Title: _____

COMMONWEALTH/STATE OF Ohio

COUNTY Cuyahoga to wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this 8 day of MAY, 2018, by Gerald D. Lashway, who is Landlord of _____, a _____, for and on behalf of the _____.

Jacqueline Dixon
Notary Public for
My Commission Expires _____



JACQUELINE DIXON
Notary Public
In and for
the State of Ohio
My Commission Expires 09-15-2018

EXHIBIT E

FORM OF EASEMENT
ACCESS and UTILITY EASEMENT

This ACCESS AND UTILITY EASEMENT (the "Easement Agreement") is made and executed this 8th day of May, 2018, by and between Clean Energy Collective, LLC, a Colorado Limited liability company, with a legal address of 361 Centennial Pkwy., Suite 300, Louisville, CO 80027, ("Grantee") and Lawrence Lohr, having an address of 10 River Rd, (the "Grantor").

WHEREAS, Grantor is the owner of record of certain real property located in Hampshire County, Massachusetts, more particularly described on Exhibit A attached hereto (the "Grantor's Property");

WHEREAS, Grantee has entered into a Land Lease Option Agreement (Solar Farm) dated May 8, 2018 (the "Lease") with Lawrence Lohr [Landlord] to lease a portion of the property located at 10 River rd, more particularly described on Exhibit B attached hereto (the "Leased Property") which Grantee intends to improve into one or more community solar arrays (the "Project(s)");

WHEREAS Grantee will require access over a _____ [width of the easement] _____ foot wide route that runs along the portion of Grantor's Property depicted or described in Exhibit C, attached hereto and incorporated herein by reference (the "Easement Area") to interconnect the Project(s) to electric transmission lines, to maintain and repair such lines, and access the Leased Property. The Easement Area is more particularly described in a site plan on Exhibit C-1 and the legal description on Exhibit C-2; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its affiliates, successors and assigns, a non-exclusive easement (the "Easement") over, under, in, along, across and upon the Easement Area only for the lawful construction, installation, maintenance, operation, repair, replacement and use of the electric utility service infrastructure and associated wires, lines and poles, whether overhead or underground, and other infrastructure necessary and convenient to interconnect each unit of the Project(s) to the local electric distribution company electrical distribution system, the location of the point of interconnection will be determined by the local electrical distribution company prior to the Project(s)' commercial operations dates and for the purpose of clearing any vegetation which may be inhibiting Grantee's use of such easement. Grantor hereby grants to Grantee the right to survey the Easement Area at Grantee's cost, and the survey shall then be become Exhibit C-2, which shall be attached and incorporated herein. In the event of any discrepancy between the description of the Easement Area contained in Exhibit C-1 and the survey in Exhibit C-2, the survey shall control. Such addition of Exhibit C-2 after completion of the survey is expressly

agreed upon by both Parties and will be incorporated into this Easement Agreement without the need for additional signature.

Grantor further grants to Grantee the right to remove any trees and vegetation from the Easement Area per the requirements of the electrical utility for servicing the Project which, in Grantee's sole discretion, interferes with Grantee's use of the Easement. Grantor hereby also grants to Grantee a non-exclusive easement of limited duration to enter, re-enter and use any portion of the Easement Area specified in Exhibit C located on the Grantor's Property, to exercise the rights of ingress and egress to the Leased Property in connection with the construction, operation and maintenance of solar power generation facilities thereon.

2. Term. The Easement and all other rights and privileges granted under this Easement Agreement shall commence on the date Grantee exercises its option to lease the Leased Property pursuant to the Lease. The Easement is subject to the provisions of Grantor's Lease and shall terminate upon the later of (a) termination of the Grantor's Lease in accordance with its terms or (b) upon completion of the decommissioning of the solar array Project.
3. Restoration. In the event the surface of the Easement Area is disturbed by Grantee's exercise of any of its rights under this Easement Agreement, such area shall be restored to the condition in which it existed prior to the damage caused by Grantee.
4. Further Amendments to Easement Description. In the event that it is determined by Grantee that there are any inaccuracies in or changes required to the legal description of the Easement contained in Exhibit C, the validity of this Easement Agreement shall not be affected, and, upon the request of Grantee made from time to time, Grantor shall execute an amendment to the legal description of the Easement contained in Exhibit C of this Easement Agreement to reflect the legal description of the Easement as contained in any survey obtained by Grantee for the Easement.
5. Maintenance. The easement granted to Grantee by the terms and conditions of this Easement Agreement shall be appurtenant to the Leased Property and Grantee shall bear all increased costs of repair and maintenance to any portion of the Easement Area located on the Grantor's Property caused by Grantee's use thereof. Grantor shall be responsible for all regular maintenance of the Grantor's Property not associated with Grantee's use of the Easement Area.
6. Covenants Running with the Land/Assignment. The parties to this Easement Agreement acknowledge and agree that the easement and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Easement Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer the Leased Property or an interest therein, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Easement Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5, however, shall in any

way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Easement Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

7. Warranty. This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions and rights of way affecting the Easement Area.
8. Governing Law. This Easement Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflicts of law.
9. Modification. This Easement Agreement may be modified only upon written agreement by the parties.
10. Integration. The foregoing along constitutes the entire agreement between the parties regarding its subject matter and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter stated in this Easement Agreement.
11. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Easement Agreement.
12. Insurance. During the term of the Easement Agreement, Grantee shall pay for and keep in full force and effect the following types of insurance: Commercial general liability insurance with limits of liability no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with sub-limits for automobile liability, product/completed operations and contractual liability of no less than \$1,000,000 and shall provide to Grantor certificates of insurance evidencing such coverage and renewal thereof, within 30 days' prior notice of cancellation of any coverage required hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

(Signatures on following page)

GRANTOR:

Lawrence J. Taylor, Jr.

By: _____
Date: May 8, 2018

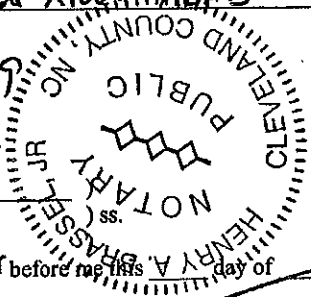
By: _____
Date: _____

STATE/Commonwealth of NC)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 8 day of MAY, 2018, by
LAWRENCE LASHWAY II of TEN RIVERS ROAD.
Witness my hand and official seal.

My commission expires: 05/06/2019
(SEAL)

Notary Public
STATE/Commonwealth of _____



COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by

Witness my hand and official seal.

My commission expires: _____
(SEAL)

Notary Public

GRANTEE:

Clean Energy Collective, LLC
By: _____
Its: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ th day of _____, 2015, by
_____ as _____ of Clean Energy Collective, LLC, a Colorado limited
liability company.
Witness my hand and official seal.

My commission expires: _____
(SEAL)

GRANTOR:

By: *Donald P. Lashway*
Date: *5/8/2018*

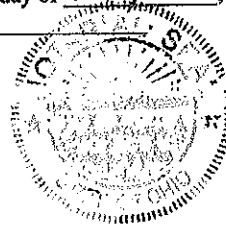
By: _____
Date: _____

STATE/Commonwealth of *OHIO*)
) ss.
COUNTY OF *Cuyahoga*)

The foregoing instrument was acknowledged before me this *8* day of *May*, 201*8*, by
Gerald B. Lashway of Massachusetts
Witness my hand and official seal.

My commission expires: *09-15-2018*

(SEAL)
Jacqueline Dixon
Notary Public



JACQUELINE DIXON
Notary Public
In and for
the State of Ohio
My Commission Expires

STATE/Commonwealth of _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by
_____ of _____
Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

GRANTEE:

Clean Energy Collective, LLC
By: _____
Its: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ th day of _____, 2015, by
_____ as _____ of Clean Energy Collective, LLC, a Colorado limited
liability company.
Witness my hand and official seal.

My commission expires: _____
(SEAL)

Notary Public

15123468.2

Exhibit D - 8

EXHIBIT A
LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY
[insert]

EXHIBIT B
LEGAL DESCRIPTION OF LEASED PROPERTY
[insert]

Exhibit C-1
SITE PLAN OF EASEMENT AREA
[insert]

EXHIBIT C-2
LEGAL DESCRIPTION OF THE EASEMENT AREA
[To be included after survey]

Appendix G

Proof of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY END, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED on the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in the event of such endorsement(s).


PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Williamsburg MA 2, LLC 361 Centennial Parkway, 3rd Floor Louisville, CO 80027	INSURER A: Travelers Property Casualty Company of America NAIC# 25674	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W11192832 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

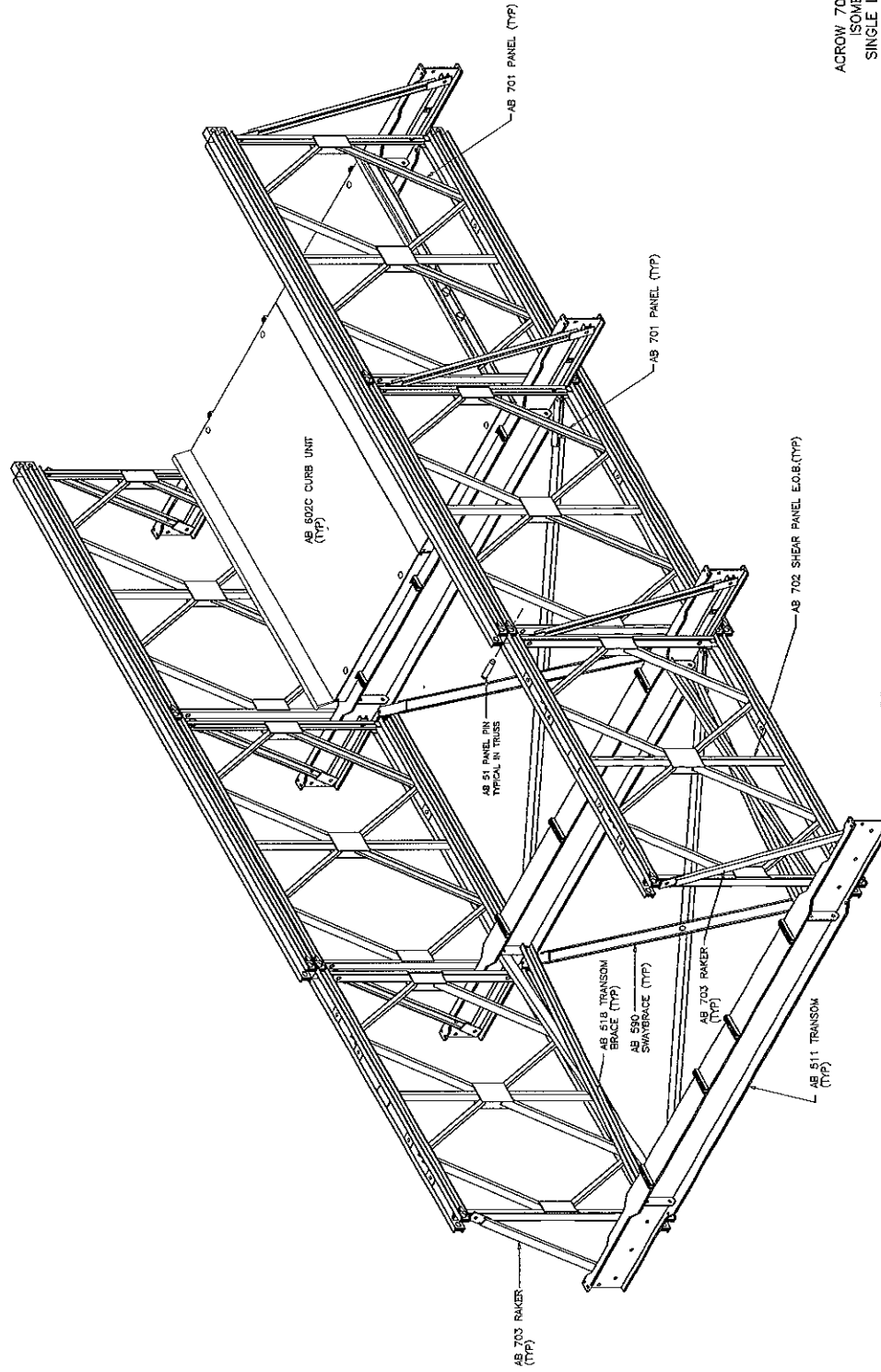
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6305H57190A	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8M501563-18-CAG	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX2L765617	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	UB-7J591986-18	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operation: Construction of ground-mounted solar facility
Location: 10 River Road, Williamsburg, MA

CERTIFICATE HOLDER Town of Williamsburg, MA, its officers, employees and agents 141 Main Street P O Box 447 Haydenville, MA 01039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

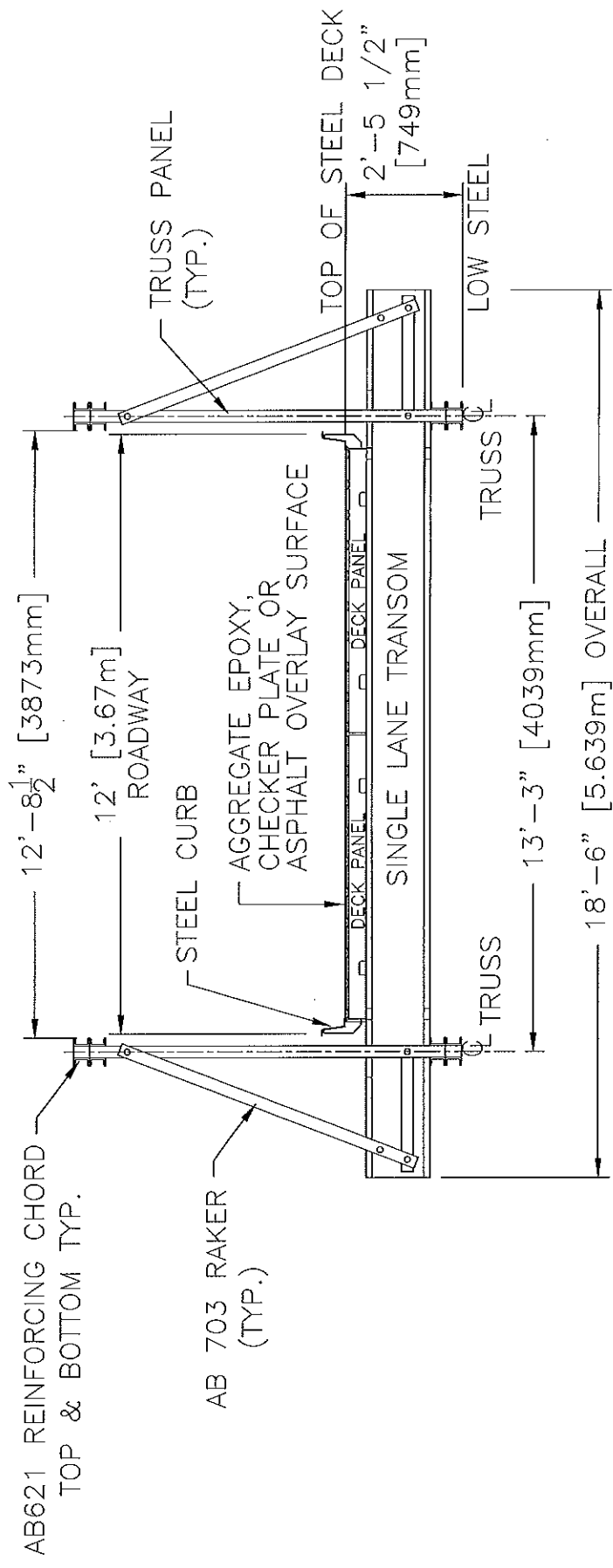
Appendix H

Bridge Specifications



FEMALE END OF BRIDGE ISOMETRIC VIEW

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SINGLE LANE BRIDGE

ACROW
 B R I D G E
 Building Bridges.
 Connecting People.
 Acrow Bridge
 181 New Road, Parsippany, NJ 07054

ACROW 700XS BRIDGE
 SSR SINGLE LANE
 CROSS SECTION

DRAWN BY	RJ	DATE	MAY 22, 2013	CONTRACT NO.
CHECKED BY	SP	SCALE:	N.T.S.	
APPROVED BY	SP	DRAWING NO.		REV.
				SHT 1 OF 1

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Attachment #1

24" x 36" One-line Electrical Drawing