

March 8, 2023

Mr. Mark Carruolo, Town Planner
Planning Department
North Smithfield Town Hall
One Main Street, PO Box 248
Slaterville, RI 02876

Re: Preliminary Plan Application – Proposed Pomham Solar 2.8± MW Solar Array
Off Iron Mine Hill Road
Assessor's Plat 16 Lots 18 and 19
TRC Project No. 016256

Dear Mr. Carruolo,

TRC Engineers, Inc. respectfully submits the enclosed Preliminary Plan application package on behalf of the developer and property owner, Islander Solar, LLC., and the property owner of the leased access road, Joseph and Sandra Authier. The applicant proposes to develop a 2.8± MW ground mounted solar photovoltaic system on a vacant lot. This project was previously presented to the Planning Board at pre-application meetings held on August 1, 2019 and August 12, 2021, and a Master Plan hearing on April 14, 2022, May 12, 2022, and May 26, 2022. On August 30, 2022 the Zoning Board of Appeals voted to overturn the Planning Board decision, dated June 7, 2022, and remand back to the Planning Board for further proceedings. A Special Use Permit was issued by the Zoning Board on January 24, 2023 along with a variance from Sections 5.7.5(d) and 5.7.5(g).

Please find enclosed a Preliminary Plan Checklist, \$650 application fee, and ten copies of:

1. Application for Subdivision and Land Development Projects
2. Memorandum of Lease, March 28, 2022
3. Permitting Plans, Revised July 19, 2022

Ten copies of the following were provided with the application submitted on January 10, 2022:

4. RIPDES Construction General Permit Authorization (road only), December 6, 2021
5. Stormwater Analysis and Design Reports, September 29, 2021 and January 7, 2022
6. Soil Erosion and Sediment Control Plans, September 29, 2021 and January 7, 2022
7. Noise Impact Assessment, January 7, 2022
8. Carbon Sequestration Evaluation, January 7, 2022
9. Environmental Impact Assessment, January 7, 2022
10. Geotechnical Engineering Report, January 21, 2021
11. Interconnection Service Agreement, August 7, 2019
12. Solar Facility Operation and Maintenance plan, undated
13. Decommissioning Plan, undated

A brief narrative of the existing conditions and proposed project is provided below.

Existing Conditions

The Site is located on two parcels on the southern side of Iron Mine Hill Road. The first $7.20\pm$ acre, residential parcel is accessed by an existing gravel driveway off of Iron Mine Hill Road and is identified as Assessor's Plat 16, Lot 18. The second $22.24\pm$ acre parcel is identified as Assessor's Plat 16, Lot 19 and is zoned Rural Agricultural (RA). It consists of vacant wooded land classified as Residential Vacant according to the latest property record card. The surrounding properties are primarily wooded with the exception of single family residences along Iron Mine Hill Road. The closest residence is located to the north on Assessor's Plat 16, Lot 18, through which the project will be accessed. All other residences are several hundred feet from the proposed array.

The property is located within flood zone "X" per FIRM Map 44007C0160G. Flood zone "X" refers to areas of minimal flood hazard above the 500-year flood level. The Site is mapped by Natural Resources Conservation Service (NRCS) as Canton and Charlton fine sandy loams. It does not contain soils that are classified as Prime Farmland.

No historic districts, historic cemeteries, state designated Greenway Corridors, state designated scenic areas, hiking/biking trails, boat launches, lake/stream access points, beach/water trails, or play fields/grounds have been identified on or immediately adjacent to the Site. The Site is not located within a Community or Non-Community Wellhead Protection Area or Groundwater Aquifer Overlay District per "Map 1 and Map 2- North Smithfield, RI Water Supply Protection Overlay District". It is located within a Surface Water Protection Area per the previously referenced Maps. A portion of the Site is located within a Natural Heritage Area.

Wetlands were delineated by Tetra Tech in November 2018 and ESS in September 2019. The field survey resulted in the identification and delineation of two wetland features, in the southwestern portion of Lot 19.

Wetland A (by Tetra Tech) is delineated by the DS-flag series (DS-1 – DS-18) and is located in the southwestern portion of Lot 19. This wetland is classified as a forested wetland under the Freshwater Wetlands Act and meets the classification as a seasonally flooded/saturated palustrine broad-leaved deciduous forest (PFO1) per National Wetland Inventory.

Wetland B (by ESS) is delineated by the W-flag series (W1-W18) and is located in the south-western portion of Lot 19. This wetland is classified as a forested wetland under the Freshwater Wetlands Act and meets the classification as a seasonally flooded/saturated palustrine broad-leaved deciduous forest (PFO1) per National Wetland Inventory.

Proposed Development

The Applicant proposes to construct a $2.8\pm$ MW direct current (DC) ground mounted photovoltaic solar array and corresponding electrical equipment, equipment pad, utility poles, fence, and three stormwater basins. Several trails that traverse the proposed array area will be restored by scarifying, loaming, and seeding. A gravel driveway will provide access from Iron Mine Hill Road, through Lot 18, to the array. The proposed array occupies approximately 5.5 acres and will be surrounded by a seven-foot-tall chain-link security fence, enclosing a total area of approximately 6 acres. A 6-inch clearance will be provided beneath the security fence

to wildlife passage. The total Limits of Disturbance, including shade tree cutting and gravel road improvement, is $13.3\pm$ acres.

The ground within the fenced area will be grubbed and seeded with a low maintenance grass seed mix. Shade trees between the proposed fence and limits of disturbance where no grading is proposed will be cut but not grubbed, leaving the existing ground cover intact. Disturbed ground outside the fence will be seeded with a restoration mix. Additional landscaping will be incorporated along the property lines in select locations where the project might be visible from adjacent properties to mitigate any visual impact of the project on neighboring residential uses.

The project is allowed by Section 5.7- Solar Photovoltaic System Installations of the Town of North Smithfield Zoning Ordinance. The layout has been designed in accordance with the Solar Ordinance as summarized below:

1. *No solar photovoltaic systems may be constructed or substantially modified without first obtaining a Special-Use Permit. No solar photovoltaic system shall be permitted within 250 feet of an historic site or historic structure. (5.7.5(a))*

A Special Use Permit was granted on January 24, 2023. No historic site or historic structures have been identified within 250 feet of the proposed array.

2. *In order to be eligible for a solar photovoltaic system, the parcel in question must be at minimum six (6) acres in size, the parcel must be vacant. Furthermore, the proposed solar array (inside fenced area) must not exceed thirty percent (30%) of the gross lot area, or exceed six (6) acres, whichever is less. (5.7.5(b))*

The $22.24\pm$ acre parcel is greater than the 6 acre minimum and is vacant. The $6.0\pm$ acre fenced area covers approximately 27% of the lot.

3. *Provided dimensional lot area and frontage requirements can be met, a lot may be subdivided to create a vacant parcel to support a solar system provided all appurtenance structures and connections are located entirely within the vacant property. (5.7.5(c))*

Not applicable.

4. *Consistent with Section 5.7.5 (g) Visual Buffer and Setback, all solar arrays must be set back a minimum of 100 feet from the property line. (5.7.5(d)(1))*

The Zoning Board granted a dimensional variance from 100-ft setback to 50-ft setback from the northern property line. The proposed array is 60 feet from the northern property line and at least 100 ft from all other property lines.

5. *Water Bodies and Wetlands: Setbacks must comply with state environmental regulations. (5.7.5(d)(2))*

Wetlands have been delineated and surveyed. All proposed work is located outside the applicable 50-ft perimeter wetland.

6. *No Installation or operation of a solar photovoltaic system shall result in any form of trespass at any time. (5.7.5(e))*

- a. *Solar Reflection*
- b. *Noise Generation*
- c. *Neighboring Properties*

The proposed solar array is not anticipated to cause adverse impacts associated with solar reflection, noise generation, neighboring properties, or local wildlife. According to “Clean Energy Results; Questions & Answers; Ground-Mounted Solar Photovoltaic Systems” published by the Massachusetts Department of Energy Resources, Massachusetts Department of Environmental Protection, and Massachusetts Clean Energy Center in June 2015:

- “Solar panels are designed to absorb solar energy and convert it into electricity. Most are designed with anti-reflective glass front surfaces to capture and retain as much of the solar spectrum as possible. Solar module glass has less reflectivity than water or window glass. Typical panels are designed to reflect only about 2 percent of incoming sunlight. Reflected light from solar panels will have a significantly lower intensity than glare from direct sunlight.”

The enclosed Noise Impact Study indicates that predicted sound levels are not expected to exceed 38 dBA at or beyond the property line. This is below the assumed typical ambient daytime noise level of 40 dBA and the maximum permissible residential daytime level of 53 dBA.

The results of the Stormwater Analysis and Design Reports indicate that the post-development conditions peak runoff rates generated by the 1, 2, 10, 25, and 100-year design storms will not exceed pre-development conditions.

7. *Wildlife, fauna access and migratory patterns to remain unaffected. A solar photovoltaic system and its required fencing shall not have an unreasonable adverse effect on fauna's natural access for feeding, nesting, breeding, transit and migratory patterns. A solar photovoltaic system and its required fencing shall not have an unreasonable adverse effect on rare, threatened or endangered wildlife habitat, rare, threatened or endangered plants and rare and exemplary plant communities. (5.7.5(f))*

The January 7, 2022 Environmental Impact Assessment demonstrates that no significant impact to wildlife, fauna access and migratory patterns is anticipated given the relatively small size of the development footprint and the large areas of undeveloped habitat in the general vicinity of the project.

8. *Visual Buffer and Setback – All components of the solar photovoltaic system shall be set back from the property line a minimum of 100 feet. Within the 100-foot minimum setback a permanent all season green buffer shall be planted. The green buffer shall be composed of evergreen vegetation. The green buffer shall completely obscure the solar photovoltaic system and fencing from all neighboring properties. The green buffer shall be planted with mature plants/trees such that the buffer is complete upon proposed start-up of the solar photovoltaic system. (5.7.5(g))*

Supplemental landscape screening and slatted privacy fence is proposed to serve as a visual barrier for the abutting parcels to the north and the northeast. The proposed landscape area is illustrated on drawing C-2 and landscape details are shown on drawings L-1 and L-2.

The Zoning Board granted a variance from this requirement for the remainder of the property where a buffer of existing vegetation is proposed.

9. *A security fence shall be installed and maintained surrounding all components of the solar photovoltaic system. The fence shall be no less than six feet and no more than ten feet tall. The fence shall be inside the visual buffer and setback. (5.7.5(h))*

A 7-foot tall chain link security fence is proposed surrounding all components of the solar photovoltaic system. The fence will be screened by the proposed landscape screen and buffer of existing vegetation.

10. *Clearly visible warning signs concerning voltage shall be placed along the security fence. The signs shall identify the owner and have a 24-hour phone contact for emergencies. These signs shall be exempt from the requirements of Section 6.17 Sign Regulations. (5.7.5(i))*

Danger signs and Emergency Contact signs are proposed along the proposed chain link fence.

11. *The maximum height of any component or appurtenance structure of the ground-mounted solar photovoltaic system shall be 15 feet. (5.7.5(j))*

The maximum height of all components of the ground-mounted solar photovoltaic system will not exceed 15-feet, excluding utility poles.

12. *Utility connections for the solar photovoltaic system shall be installed underground on the subject property. Electrical transformers for utility interconnections may be above ground if required by the utility provider. All electrical components of the solar photovoltaic system shall conform to all relevant and applicable local, state and national codes, laws and regulations. (5.7.5(k))*

Utilities connections within the solar array will be underground up to the first utility pole, which will be located outside the solar array. All electrical components of the solar array will conform to the relevant and applicable local, state, and national codes. The Zoning Board has determined that no relief is necessary for the proposed above ground equipment.

13. *Appurtenant structures, such as equipment shelters, transformers, and substations shall be within the security fencing. All appurtenant structures shall be shielded from view by the green buffer. Storage buildings shall not be permitted on the solar photovoltaic system site. (5.7.5(l))*

The equipment pad will be located within the proposed chain link security fence. The fence will be screened by the proposed 50-foot buffer.

14. *In addition to any requirements of Section 17, to the maximum extent practicable, all ground mounted solar voltaic installations should be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize alterations of and negative impacts to natural features, historic and cultural resources, and scenic areas. Any grading or site preparation must, to the extent*

possible, conform to the natural topography of the area. Excavation of material including gravel, sand and rock is prohibited unless it is necessary to properly locate the solar photovoltaic installation, and such excavation shall only be that which is minimally necessary. The applicant shall conduct and pay for a site analysis conducted prior to the conceptual site planning process. (5.7.5(m))

The ground mounted solar array will be located outside of jurisdictional wetlands and rivers, including their respective buffers. In addition, the Site does not contain any historic or cultural resource or scenic areas per readily available Rhode Island Geographic Information (RIGIS) data. Proposed site work will be limited to the minimum necessary to install the array. The conceptual array layout avoids existing steep topography, ledge, and large areas of boulders to the extent feasible.

The Site is located within a mapped Natural Heritage Area (NHA). Per RIDEM (P. Jordan, 6 January 2022), the NHA boundary is associated with four plant species identified within one-mile west of the site: grass-leaved arrowhead (*Sagittaria graminea*), woodland sunflower (*Helianthus divaricatus*), wood lily (*Lilium philadelphicum*), and drum-heads milkwort (*Polygala cruciate*) all species of state concern. Given the obligate wetland indicator status of grass-leaved arrowhead and drum-heads milkwort and no proposed impacts to jurisdictional wetlands, the project is not expected to adversely impact either of these species. In addition, the woodland sunflower and wood lily prefer forest edges, meadows, anthropogenic grassland, sandplain, barren and low-density woodland habitats. Due to the lack of these habitats onsite, the project is not expected to adversely either of these species.

15. *In deciding whether to grant a special-use permit and height variance for a solar photovoltaic system, the Zoning Board of Review may consider relevant matters not expressly mentioned in this section including the adverse impacts on scenic vistas and interference with electromagnetic communications, such as telephone, radio, and television. The Board may impose special conditions reasonably necessary to remove or alleviate any potential adverse impacts that it determines. (5.7.5(n))*

A Special Use Permit has been issued.

16. *Solar photovoltaic systems shall be maintained in good condition. Such maintenance shall include painting, structural repairs, integrity of security measures, and maintenance of green buffer and maintenance of drainage and runoff systems. Solar photovoltaic systems shall be inspected for structural integrity, security measures and maintenance of drainage and runoff systems by an Engineer at least once each year. The inspection report shall be submitted annually to the Building/Zoning Office on the anniversary of the issuance of the building permit. (5.7.5(o))*

The system will be maintained in good condition. An Operations and Maintenance (O&M) Plan has been provided.

17. *On-site Inspections and Construction Control (5.7.5(p))*

On-Site inspections and confirmation of completion record will be conducted and maintained throughout all phases of the construction as required.

18. *The Applicant shall maintain a current general liability policy during the construction phase of the Solar photovoltaic system that covers bodily injury and property damage with minimum limits of Two Million Dollars (\$2,000,000.00) per incident/per occurrence. The Applicant shall provide the Zoning Board of*

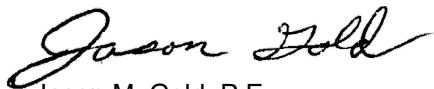
Mr. Mark Carruolo
March 8, 2023

*Review with a valid certificate of insurance listing the Town of North Smithfield as additionally insured.
(5.7.5(q))*

Liability insurance, with the minimum limits listed above, will be purchased during the construction phase of the solar array by the Applicant.

Please feel free to call me at 781-419-7726 or email me at JGold@trccompanies.com with any questions or comments.

Sincerely,
TRC



Jason M. Gold, P.E.
Manager, Civil/Site Engineering

Enc.

CC: Melissa Burrell, Nautilus Solar
Kelley Morris Salvatore, Darrow Everett, LLP

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AFTER RECORDING RETURN TO:

Nautilus US Power Holdco, LLC
396 Springfield Avenue, Suite 200
Summit, NJ 07901
Attention: Legal Department

MEMORANDUM OF LEASE

This Memorandum of Lease ("Amendment") is made and entered into effective as of this 28th day of March 2022, by and between Joseph L. Authier and Sandra M. Authier, husband and wife as tenants by the entirety ("Landlord") and Islander Solar, LLC a North Carolina limited liability company ("Tenant"). Landlord and Tenant, collectively, are hereinafter referred to as the "Parties".

RECITALS:

A. Landlord and Pine Gate Real Estate, LLC, a North Carolina limited liability company, entered into that certain Ground Lease Agreement dated August 1, 2018 (the "Original Lease").

B. Pine Gate Real Estate, LLC and Tenant subsequently entered into that certain Assignment and Assumption of Ground Lease Agreement dated as of August 15, 2018 whereby Pine Gate Real Estate, LLC assigned all of its rights, title, and interest under the Original Lease to Tenant.

C. Whereas Tenant and Landlord entered into that certain unrecorded First Amendment to Ground Lease Agreement, dated March 28, 2022 (collectively with the Original Lease herein referred to as the "Lease").

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties hereto, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

1. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease are incorporated by this reference.

2. The Term of the Lease began on July 31, 2021, and continues for a period ending at 11:59pm, local time on the last day of the four hundred eighty-sixth (486th) full calendar month. Tenant has the right to extend the Term for four (4) successive additional Renewal terms of five (5) years each as set forth in the Lease.

3. Pursuant to the Lease, Landlord leases to Tenant a portion of that certain property in the Town of North Smithfield, Providence County, Rhode Island, said leased premises being legally described and depicted as set forth on Exhibit A, attached hereto and incorporated herein (the "Leased Property").

4. The solar photovoltaic power generating facility, all related equipment and all other improvements installed, owned and operated by Tenant, its affiliates or equipment lessors, and located from time to time upon the Land is referred to herein as the "Tenant's Property" or the "System".

5. Tenant's Property shall not be deemed to be permanent fixtures. Tenant's Property shall be deemed to be Tenant's personal property and Landlord shall have no right, title or interest in Tenant's Property.

6. Landlord has granted to Tenant the right of first refusal to lease the Premises at the end of the Term upon the terms and conditions contained in the Lease, the terms and conditions of which are incorporated herein by this reference in their entirety.

7. Landlord has granted to Tenant, its successors and assigns an Exclusivity Right precluding Landlord from using or leasing or permitting and tenant, occupant, or subtenant or assignee of a tenant or occupant to use or lease any other property in which Landlord has an interest, and which is located within a radius of one (1) mile of the Premises, for the purposes of conducting a business that is engaged in the solar power generation business and/or a use similar to Tenant's Intended Use.

8. Landlord has granted to Tenant, its successors and assigns for the benefit of the Premises, an easement for light, solar energy resources, access (including vehicular and pedestrian ingress and egress) and utility access over, under and across all property owned by Landlord which is adjacent to or in the vicinity of the Premises as reasonably necessary for Tenant's conduct of the Intended Use on the Premises and to access the Premises, in addition to an easement for any and all encroachments of Tenant's Property onto Landlord's adjacent property, and an easement over, under and across Landlord's adjacent property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Intended Use of the Premises.

9. Tenant shall have access on/over/across, paved/unpaved, driveways, and parking areas as may be now or hereafter to Tenant, its successors and assigns, and its agents, contractors, employees, and invitees.

10. Pursuant to the terms of the Lease, Tenant is permitted to mortgage its interest in the Lease and/or collaterally assign Tenant's interest in the Lease to a Finance without the Landlord's prior consent.

11. Nothing contained herein shall modify the Lease, and in the event of a conflict between the provisions of the Lease and the provisions of this MOL, the provisions of the Lease shall control.

[Signature pages and notarization acknowledgments follow]

IN WITNESS WHEREOF, this Amendment has been executed under seal by the duly authorized representatives of the parties hereto as of the date first set forth above.

LANDLORD:

Joseph L. Authier and Sandra M. Authier, as tenants by the entirety

By: Joseph Authier
Name: J. Authier 3/28/22

By: Sandra Authier
Name: S. Authier 3/28/22

STATE OF RI ,

COUNTY OF Providence ,

On 3/28/2022, before me, Kenneth Marcotte a Notary Public, personally appeared Joseph and Sandra Authier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of RI that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[AFFIX NOTARY STAMP/SEAL]



Signature: Kenneth Marcotte Z F755068

TENANT:

Islander Solar, LLC

By: Courtney Matsuishi
Name: Courtney Matsuishi
Title: Secretary

STATE OF California)
COUNTY OF Orange)

On March 30, 2022, before me, Theresa Aguayo a Notary Public, personally appeared Courtney Matsuishi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[AFFIX NOTARY STAMP/SEAL]

Signature: Theresa Aguayo



EXHIBIT A

Leased Property

The approximately 0.76 acre portion of 850 Mine Hill Road, in the Town of North Smithfield, Providence County, Rhode Island, Parcel ID number NS018-018 as depicted below:

