

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement ("Agreement") is made between DWW Solar II, LLC, its parent companies, successors-in-interest, assigns, affiliates, and any corporation or entity to which or with which it may merge or consolidate ("DWW"), the Town of Simsbury, Connecticut ("the Town") and the following six individuals: Christine Kilbourn-Jones, Laura Nigro, Lisabeth Shlansky, John Marktell, Rob Perissi and Ed Wrobel and their heirs, successors-in-interest and assigns. These six individuals shall be referred herein as "the Abutters," and the Abutters, DWW and the Town shall collectively be referred to herein as the "Parties," and each individually as a "Party."

### **RECITALS**

A. DWW is the developer of a 26.4 MW AC solar photovoltaic array proposed to be located in the Hoskins Road area in Simsbury, Connecticut ("the Project").

B. In connection with its development of the Project, on June 29, 2017, DWW filed a Petition for Declaratory Ruling with the Connecticut Siting Council ("Siting Council") seeking the Siting Council's approval of the Project. This Petition was labeled as Petition 1313 by the Siting Council.

C. During the course of the proceedings before the Siting Council in Petition 1313, the Town and the Abutters were granted party status in Petition 1313 by the Siting Council.

D. The Siting Council issued its approval of Petition 1313 on December 21, 2017, with the mailing of said approval on December 22, 2017 ("Final Decision").

E. The Town and the Abutters believe that they have been wrongfully aggrieved by the Final Decision, and further believe that they have the right to appeal the Final Decision.

F. DWW believes that the Town and the Abutters have not been wrongfully aggrieved by the Final Decision, and that the Siting Council correctly decided all matters before it in connection with Petition 1313. DWW further believes that the Town and the Abutters have no valid basis for an appeal.

G. On February 1, 2018, the Town filed an administrative appeal concerning the Final Decision and effected service in accordance with General Statutes § 4-166 *et seq.*, currently pending in the Connecticut Superior Court, judicial district of New Britain, as Docket No. HHB-CV18-6042321-S (“Town Appeal”).

H. On February 5, 2018, the Abutters filed an administrative appeal concerning the Final Decision and effected service in accordance with General Statutes § 4-166 *et seq.*, currently pending in the Connecticut Superior Court, judicial district of New Britain, as Docket No. HHB-CV18-5021660-S (“Abutters Appeal”).

I. Since the issuance of the Final Decision, the Parties have discussed, in good faith, resolution of these issues.

J. The Parties desire to settle fully and finally all differences or disputes between them related in any way to the Final Decision.

Now, therefore, in consideration of the promises exchanged pursuant to the terms of this Agreement, and for other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **DWW's Representations and Warranties.** DWW hereby represents and warrants that it shall undertake the following in connection with the Project, in exchange for the withdrawal of the Town Appeal and the Abutters Appeal:

- a) Soil testing – DWW agrees to submit the Soils & Materials Management Plan, which is attached as Exhibit A hereto, to the Siting Council as part of DWW's Development and Management Plan ("D&M Plan"). DWW shall comply with the Soils and Materials Management Plan approved by the Siting Council.
- b) Water testing – DWW agrees to perform the activities as outlined in the Drinking Water Well Testing Protocol, which is attached as Exhibit B hereto. DWW shall use a consultant to enact the Drinking Water Well Testing Protocol that is approved by the Town. Such approval from the Town shall not be unreasonably withheld, conditioned or delayed. As part of the Drinking Water Well Testing Protocol, DWW shall perform a well receptor survey. The Town will reimburse DWW for the cost of this well receptor survey for the actual costs of the survey, such costs not to exceed five thousand dollars (\$5,000.00); and the Town will reimburse DWW for fifty percent (50%) of the costs of all well testing performed in accordance with the Drinking Water Well Testing Protocol, such costs not to exceed forty thousand dollars (\$40,000), so that that Town's share of such costs shall not exceed twenty thousand dollars (\$20,000). DWW shall bear all expenses associated with well testing exceeding forty thousand dollars (\$40,000).
- c) Historical research – DWW has provided the Town with the results of DWW's research, including the resources and data underlying the research, relating to Dr. Martin Luther King Jr.'s association with the Town and the farm associated with the Project Site. A copy of these results is attached hereto as Exhibit C. The Town does not adopt the results of the research performed by DWW by executing this Agreement.
- d) 400 watt panels – DWW agrees that it will evaluate such panels, but DWW does not affirmatively agree to use such panels. As part of its D&M Plan submittal, DWW shall provide a written memorandum explaining the results of its evaluation, including the feasibility of the 400 watt panels for the Project.
- e) Limitation of Project footprint – DWW will redesign the Project so that once the construction of the Project has been completed, the Project will not contain any solar panels or other permanent equipment related to the Project that will be located in the parcel that is south of Hoskins Road, otherwise known as Parcel # H05-103-024. Parcel # H05-103-024 may be used by the Project for temporary staging and laydown during the construction of the Project or during periods of major maintenance (such as the replacement of panels and/or inverters) and decommissioning. The temporary laydown area will be situated as far away from any residential properties as practically feasible, but in no circumstances shall the temporary laydown area be closer than one hundred (100) feet from any residential property. This redesign shall be incorporated into the D&M Plan to be submitted to the Siting Council. DWW

shall restore the temporary laydown area, which shall include re-seeding and tilling. After completion of temporary staging, Parcel # H05-103-024 shall be maintained as a grassland, subject to occasional mowing as needed, or shall be used for pollinator habitat and/or agricultural purposes, consistent with its prior use as an agricultural site.

- f) Future development – DWW shall have the right to operate a solar project on the Project Site. DWW covenants that at the earlier of 1) such time as DWW ceases to use the Project Site for the purpose of converting sunlight into electricity, or 2) ninety-nine (99) years from the day of the execution of this Agreement, DWW: (i) will not develop the Project Site for another purpose (i.e., the Project Site will revert to an agricultural use or will remain vacant) and (ii) will provide to the Town a right-of-first refusal to acquire the Project Site for \$1.00. The Town shall have six (6) months in which to exercise its right-of-first refusal. The form of such forbearance and right-of-first refusal is included hereto as Exhibit D.
- g) The Siting Council's approval of the Project permitted two barns to be removed from the Project Site. DWW will remove only one barn, as indicated on the map included hereto as Exhibit E. The remaining four barns on the Project Site will not be removed from the Project Site, unless they present a danger to life or property. Notwithstanding the foregoing, DWW will install and/or maintain cabling, weather proofing and otherwise maintain the two barns adjacent to Hoskins Road to the extent that the structures are a component of the visual screening measures pursuant to Paragraph 1.h. below. DWW will periodically inspect these two barns to evaluate their condition relative to said dangers noted above.
- h) Visual screening – DWW has submitted a redesign of the visual screening for the Project, which has been reviewed by the Town. A copy of a rendering of this visual screening is included hereto as Exhibit F, and DWW shall submit a visual screening program, in the form of Exhibit F as part of its D&M Plan submittal.
- i) Decommissioning – DWW will submit a decommissioning plan to the Siting Council as part of its D&M Plan. The decommissioning plan will provide: On or before June 30, 2029, DWW shall provide security sufficient to pay for decommissioning costs in the form of a performance bond, letter of credit or another form of financial security acceptable to the Siting Council and the Town, to ensure the availability of funds for such decommissioning costs (the "Financial Assurance"). The Financial Assurance shall be maintained in effect by Lessee (including renewals, replacements and extensions) for the remainder of the terms for the DWW PPAs. The amount of the Financial Assurance for the decommissioning work will be based on the all inclusive costs of decommissioning associated with the solar arrays and all related equipment and improvements thereto, and the legal and proper disposal of all equipment and waste. The calculations shall include all professional costs, remediation, labor costs, trucking, hauling, disposal costs, landscaping costs and other cost which is reasonably expected to be incurred LESS the estimated salvage value of the solar arrays. The amount of the Financial Assurance shall be determined by (i) mutual agreement of DWW and the Town, each using reasonable judgment or (ii) by an independent Professional Engineer licensed in the State of Connecticut. To initially establish the



required amount of Financial Assurance, DWW shall provide the Town with an estimate of the decommissioning costs and estimated salvage value. For a period of thirty (30) days following the Town's receipt of DWW's estimate, DWW and the Town shall work in good faith to reach a mutually acceptable amount for the Financial Assurance. If DWW and the Town are unable to reach agreement on the amount of Financial Assurance as provided above, then the amount for the Financial Assurance shall be established by an independent Professional Engineer selected by DWW and reasonably acceptable to the Town. The determination of such Professional Engineer shall be binding upon DWW and the Town. The costs for such Professional Engineer's establishment of the amount for the Financial Assurance shall be paid by DWW. The Town may request that the amount of the Financial Assurance be revaluated once every two years thereafter in the manner set forth above to ensure sufficient funds for decommissioning. If upon revaluation, the amount of the estimated decommissioning costs changes, the amount of the Financial Assurance will be adjusted within thirty (30) days of such determination.

- j) Perimeter Road – Given that DWW will not be constructing any Project facilities on Parcel # H05-103-024, the Parties agree that DWW can construct arrays in the area of the Project's perimeter road. DWW will submit amendments reflecting this construction in its D&M Plan.
- k) Copies: – DWW will provide the Town and its consultants with copies of any submissions or reports that DWW provides to the Siting Council.

2. **Withdrawal of the Town Appeal and Abutters Appeal.** The Town and the Abutters will withdraw their respective Appeals upon an approval by the Siting Council of a D&M Plan incorporating each and every element of sub-paragraphs a, d, e, g, h, i and j of Section 1, above. The Town and the Abutters will file a withdrawal of their respective Appeals within thirty (30) days of the Siting Council's ruling on the D&M Plan consistent with this Agreement.

3. **Release.** The Town and the Abutters, for themselves and all those who claim through them or could claim through them, will not, now or in the future, file any appeal, actions, causes of action, or lawsuits in the Superior Court of Connecticut or any other court of competent jurisdiction contesting the Final Decision (any, a "Claim" and collectively, the "Claims"). For the avoidance of doubt, nothing in this Release shall be construed to release DWW from any breach of this Agreement or any debt, demands, actions, causes of action,

damages, claims or liabilities of any nature relating to DWW's construction, operation, maintenance or decommissioning of the Project.

4. **Effect of Release.** Once executed by the Parties, this Agreement will be binding upon and inure to the benefit of the Parties, their heirs, predecessors, parents, successors, assigns, affiliates, employees, agents, and any corporation or entity to which or with which they may merge or consolidate with respect to all Claims.

5. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut.

6. **Preparation of Release.** The Parties acknowledge and agree that this Agreement has been prepared, reviewed, studied, and executed without compulsion, fraud, duress, or undue influence and without circumstances which would overcome the free will of the signatory, and that it is expressly made by the Parties with the requisite experience and that each party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement. Accordingly, 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 any amendment of it. It is the intent of the Parties that no part of this Agreement be construed against any of the Parties because of the identity of the drafter.

7. **Costs and Fees.** The Parties agree that each will bear its respective costs, fees, and expenses, including, but not limited to, attorneys' fees, incurred in connection with the Claims, the negotiation, preparation, and execution of this Agreement, and the performance of obligations contemplated by this Agreement.

8. **Non-Assignment of Claims.** Each of the Town and the Abutters represents and warrants to DWW that the rights and claims released pursuant to this Agreement have not in any way been assigned, transferred, hypothecated, or otherwise encumbered, and that they are the sole and absolute owners of such rights and claims.

9. **Use of Tracking Devices.** Each Party acknowledges that DWW may request that the Siting Council allow DWW to use mechanical tracking devices on the solar panels to allow the panels to move to increase the amount of time the panels are fully exposed to the sun. No Party shall challenge this request by DWW, provided that DWW demonstrates to the Council that the addition of such tracking will not result in any of the following occurring: a) increase the amount of sound from previously-approved levels by more than ten percent (10%), b) increase the amount of glare, as measured by reflectance, from previously-approved levels by more than ten percent (10%), or c) an increase in the height of any panels in excess of fourteen (14) feet. In the event that DWW's request exceeds one or more of these parameters, any other Party may challenge DWW's request before the Siting Council. The Parties recognize that the Siting Council is not bound by the terms of this Agreement, and will have the full ability to issue a decision on this request, regardless of whether there is opposition to the request. The Parties will honor the final decision of the Siting Council with respect to this request and will not appeal it once it has been rendered.

10. **Execution Authorized.** The Parties represent and agree that all actions required by them to authorize and approve the execution, delivery, and performance of the terms of this Agreement has been duly taken and the same shall constitute their valid and binding obligations. The Parties have the full power and authority to execute and deliver this Agreement. The undersigned represent that they have been duly authorized to enter into this Agreement on behalf

of the Party on whose behalf he or she has signed.

11. **Severability.** The Parties agree that if any of these provisions should be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability will not affect the whole Agreement, and the Agreement will be construed as if not containing the particular provision held to be invalid or unenforceable, and the obligations of the Parties will be construed and enforced accordingly.

12. **Waiver.** The waiver by a Party of another Party's breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The failure of a Party to enforce any provision of this Agreement, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any such provision, right, or privilege.

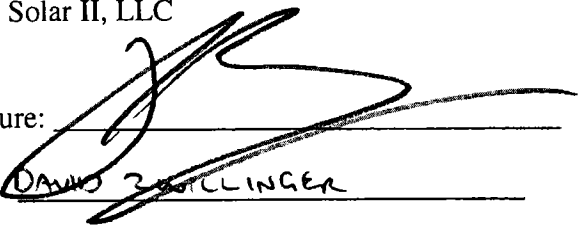
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Claims and the Final Decision. Except as expressly stated above, this Agreement supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, with regard to the matters set forth herein. This Agreement may not be amended or modified in whole or in part, nor any of its provisions waived, except by an agreement in writing signed by authorized representatives of all Parties.

14. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts and that execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Any signature made and transmitted electronically or via facsimile for the purposes of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding on the signing Party.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement as of the dates set forth below.

DWW Solar II, LLC

Signature: 

Name: DAVID ZETLINGER

Title: AUTHORIZED SIGNATORY

The Town of Simsbury, Connecticut

Signature: \_\_\_\_\_

Name: Maria E. Capriola

Title: Town Manager, Town of Simsbury

Christine Kilbourn-Jones

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Laura Nigro

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement  
Agreement as of the dates set forth below.

DWW Solar II, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Town of Simsbury, Connecticut

Signature: Maria E. Capriola 10/18/18

Name: Maria E. Capriola

Title: Town Manager, Town of Simsbury

Christine Kilbourn-Jones

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

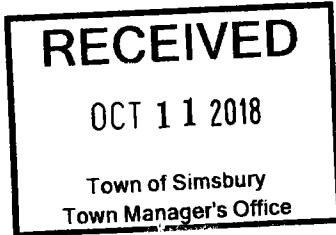
Laura Nigro

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement

Agreement as of the dates set forth below.



DWW Solar II, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Town of Simsbury, Connecticut

Signature: \_\_\_\_\_

Name: Maria E. Capriola

Title: Town Manager, Town of Simsbury

Christine Kilbourn-Jones

Signature: Christine Kilbourn-Jones

Name: CHRISTINE KILBOURN-JONES

Laura Nigro

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement as of the dates set forth below.

DWW Solar II, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Town of Simsbury, Connecticut

Signature: \_\_\_\_\_

Name: Maria E. Capriola

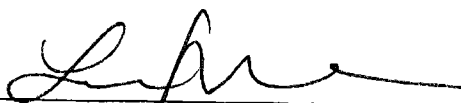
Title: Town Manager, Town of Simsbury

Christine Kilbourn-Jones

Signature: \_\_\_\_\_

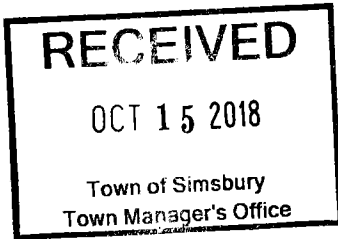
Name: \_\_\_\_\_

Laura Nigro

Signature:  \_\_\_\_\_

Name: Laura Nigro





Lisabeth Shlansky

Signature: Wes Shlansky 10/12/18  
Name: LIS SHLANSKY

John Marktell

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Rob Perissi

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Ed Wrobel

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

RECEIVED

OCT 15 2018

Town of Simsbury  
Town Manager's Office

Lisabeth Shlansky

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

John Marktell

Signature: John Marktell

Name: John Marktell

Rob Perissi

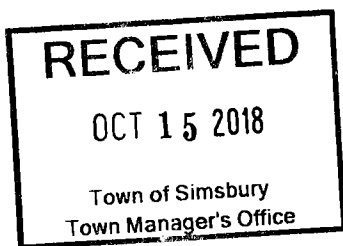
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Ed Wrobel

Signature: \_\_\_\_\_

Name: \_\_\_\_\_



Lisabeth Shlansky

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Name: \_\_\_\_\_

John Marktell

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Rob Perissi

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Ed Wrobel

Signature: 

Name: Edward M Wrobel

Signature: R Perini

Name: Robert Perissi

Ed Wrobel

Signature: \_\_\_\_\_

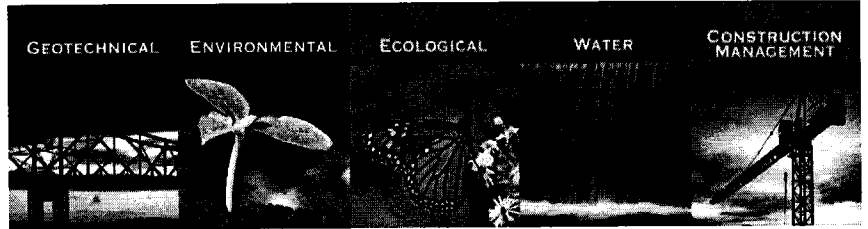
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## Exhibit A



*Proactive by Design*

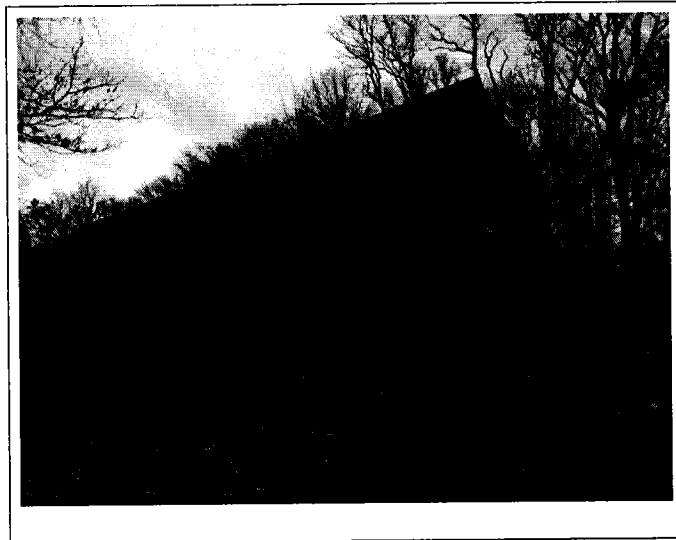


**DRAFT**

**SOIL & MATERIALS  
MANAGEMENT PLAN  
TOBACCO VALLEY SOLAR  
SIMSBURY, CONNECTICUT**

September 2018

File No. 05.0045765.01



**PREPARED FOR:**

DWW Solar II, LLC  
c/o Deepwater Wind  
56 Exchange Terrace, Suite 300  
Providence, RI 02903

**GZA GeoEnvironmental, Inc.**

655 Winding Brook Drive, Suite 402 | Glastonbury, CT 06033  
860-286-8900

29 Offices Nationwide  
[www.gza.com](http://www.gza.com)

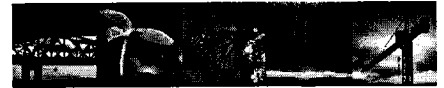
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*Proactive by Design*

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

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September 21, 2018  
File No. 05.0045765.01

Draft

DWW Solar II, LLC  
c/o Deepwater Wind  
56 Exchange Terrace, Suite 300  
Providence, RI 02903

Attn: Aileen Kenney

Re: Soil & Materials Management Plan  
Tobacco Valley Solar  
Simsbury, Connecticut

Dear Ms. Kenney:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide the attached Soil & Materials Management Plan for the proposed Tobacco Valley Solar project in Simsbury, Connecticut (the Site). This plan provides guidance on managing soil that may be encountered during the construction activities. This plan is subject to the limitations included in Appendix A.

We trust this plan satisfies your present requirements; should you require additional information, please contact the undersigned.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Adam T. Henry, LEP  
Associate Principal

Gordon T. Brookman, LEP  
Consultant / Reviewer



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## 1.00 SOIL AND MATERIALS MANAGEMENT PLAN OUTLINE

### 1.10 PURPOSE, BACKGROUND AND SCOPE

The purpose of this Soil and Materials Management Plan (SMMP) is to define the program for handling, segregating, stockpiling, sampling and reusing or disposing of soil/material encountered during upcoming regrading and construction activities at the proposed Tobacco Valley Solar project in Simsbury, Connecticut (the Site). The location of the Site is shown on Figure 1.

The Site, as currently configured, consists of five (5) adjacent parcels (totaling approximately 289 acres) located on County Road, Hopmeadow Street and Hoskins Road in a residential and agricultural section of Simsbury, Connecticut. The Site layout is shown on Figure 2. According to GZA's 2016 Phase I Environmental Site Assessment report, the Site appears to have consisted of undeveloped wooded land and agricultural fields since at least 1934. Three of the parcels (Parcels 1, 3 and 5) have historically been used for tobacco farming while two of the parcels (Parcels 2 and 4) have historically consisted of undeveloped wooded land. Five barns (unused or used for miscellaneous storage) were present on Parcels 1 and 5 at the time of GZA's 2016 Phase I report, and small unnamed ponds are located on Parcels 1, 3 and 5. Agricultural fields at the Site appear to have been most recently used to grow vegetables (squash, pumpkins, and tomatoes) and tobacco.

Properties adjoining the Site consist of residential dwellings or apartments, vacant residential land and vacant commercial land.

DWW Solar II, LLC has proposed to construct a 26.4-megawatt solar photovoltaic electric generating facility on the Site. Based on plans, dated June 2017 and designed by VHB, GZA understands the project consists of the installation of ground-mounted solar panels, equipment pads, and underground utilities. Other improvements will include access roads covered with crushed stone and fences. Some of these improvements will require penetrations to the subsurface.

The information presented in this Plan provides procedures/requirements for materials management during the project construction based on the current understanding of the Site and project parameters. The specific details and logistics for implementation of the SMMP shall be the responsibility of the Contractor. The Contractor, with the support of GZA, will be responsible for the proper management and reuse/disposal of excavated material in accordance with applicable laws.

The scope of the SMMP relates to the handling and management of at-grade and below-grade soils, water, and other materials. This Plan is not intended to be used for guidance relating to demolition, handling, removal, management, and disposal of buildings or other above-grade structures or materials (including foundation elements). This Plan is subject to the limitations in Appendix A.

### 1.20 PROJECT REPRESENTATIVES

Owner:

DWW Solar II, LLC  
c/o Deepwater Wind  
56 Exchange Terrace, Suite 300



	Providence, RI 02903 Attention: Aileen Kenney
Civil Engineer:	Vanasse Hangen Brustlin, Inc 100 Great Meadow Road, Suite 200 Wethersfield, CT 06109 Tel: (860) 807-4300 Attention: Paul Vitaliano
Owner's Representative:	TBD
Environmental Consultant:	GZA GeoEnvironmental, Inc. 655 Winding Brook Drive, Suite 402 Glastonbury, CT 06033 Tel: (860) 858-3166 Attention: Adam Henry
Site Contractor:	TBD

### 1.30 RESPONSIBILITIES

Soils and other materials may be encountered during regrading associated with the planned Site development. Based on the anticipated shallow depths of excavations (generally less than 4 feet below ground surface (fbgs) but up to 10 fbgs in limited locations), and the depth to groundwater (> 40 fbgs) reported by previous investigators, dewatering is not considered to be a potential issue during this project. However, if shallow groundwater is encountered, it should be managed as described in Section 5.0.

The following is a description of certain key tasks relating to the soils and material management.

A. The Contractor(s) shall be responsible for:

1. All aspects of implementing the SMMP including all costs associated with excavation, management, segregation, stockpiling and onsite reuse of soil, and if necessary, testing, transportation, and offsite disposal of soil.
2. Compliance with the conditions of the CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. A copy of the General Permit is provided in Appendix B. We note that based on the size of the proposed site disturbance area (>5 acres), registration under the permit will be required, and a Stormwater Pollution Control Plan (SWPCP) will need to be developed and implemented for the project. The Contractor must adhere to the SWPCP and follow the Connecticut Guidelines for Soil Erosion and Sediment Control and the Connecticut Stormwater Quality Manual.
3. Compliance with other CTDEEP General Permits, if applicable and when necessary, including the CTDEEP General Permit for Contaminated Soil and/or Sediment Management and the CTDEEP General Permit for Discharge of Groundwater Remediation Wastewater. Copies of these General Permits are provided in Appendix B.
4. Determining the project schedule, construction sequencing, and other operational parameters of the project



and communicating such information to the project team.

5. Overseeing all earth-related construction work for the project including installation and maintenance of soil erosion and sediment controls in accordance with the Sediment and Erosion Control Plan as prepared by the Civil Engineer. A copy of the Soil Erosion and Sediment Control Plan is provided in Appendix C.
  6. Establishing on-Site material stockpiling location(s) in accordance with the Soil Erosion and Sediment Control Plan and soil staging and transfer general permit, if required.
  7. Compliance with the necessary environmental and non-environmental permits, approvals, authorizations, Site health and safety plan (HASP) and all other applicable state, and federal health and safety standards for the performance of the construction work.
  8. Providing all labor, materials, equipment, and other services required for handling, segregating, and stockpiling of materials encountered during construction.
  9. If necessary, documentation and waste shipping paperwork; identification of and obtaining approval from appropriate off-Site disposal facility for disposal/recycling of impacted soils; and loading, transport, and disposal of impacted soils (with support from GZA). The Owner must approve all Contractor proposed disposal and or recycling facilities prior to off-site shipment of soils or other materials.
  10. Protecting the health of workers, other on-Site personnel, the general public and minimizing impacts to the environment.
- B. GZA will be responsible for the following:
1. Coordinating with the Contractor to facilitate proper segregation of materials as requested.
  2. Reviewing Contractor's documents related to compliance with applicable environmental permits, approvals, and authorizations.

## **2.00 EXECUTION**

### **2.10 REGULATORY COMPLIANCE**

The Contractor shall conduct all work in accordance with all applicable regulations that may apply to the project, including but not limited to:

- Applicable CTDEEP General Permits; and
- All other applicable regulations pertaining to environmental impact assessment, air pollution control, safe drinking water, water pollution control, solid and hazardous waste management, and toxic substances control.



## 2.20 PLANNED EXCAVATION ACTIVITIES

The Site work associated with this project will require earthwork activities, including but not limited to the following:

- Installation of erosion and sedimentation controls;
- Excavation and stockpiling of certain soils;
- Alterations of surficial coverings including grading and tree removal;
- Installation of utilities; and
- Site grading and drainage.

The sequence of these activities will be in accordance with project phasing plans developed by the Civil Engineer.

Estimated quantities of soils requiring stockpiling during earthwork activities are currently unknown. The Contractor shall review associated bid documents and specifications to make its own determination on the quantities of material for excavation and stockpiling. Quantities of material may be more or less than the quantities referenced in this document and final quantity estimates are the responsibility of the Contractor. GZA notes that no analytical data is available for Site soils; however, material potentially requiring special management (such as a farm dump or buried debris) may be encountered during the excavations. The Contractor shall be responsible for testing soil that is sent off-site for disposal/reuse. If suspect materials are encountered during excavation activities, the Contractor will immediately notify GZA and the Owner.

Soil and erosion control requirements for soils must comply with the CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. Based on the size of the proposed site disturbance area (>5 acres), registration under the permit will be required and a SWPCP will need to be developed and implemented for the project. The Contractor must adhere to the SWPCP and follow the Connecticut Guidelines for Soil Erosion and Sediment Control and the Connecticut Stormwater Quality Manual.

## 2.30 EXCAVATION ENVIRONMENTAL CONTROLS

### 2.30.1 Dust Control

The Contractor shall employ dust control measures necessary to minimize the creation of airborne fugitive dust from soils during performance of this work. Such measures shall include the containment of soils through implementation of soil transfer and stockpile best management practices and other suitable methods (i.e., wetting and covering stockpile/trucks) to limit dust, as necessary. Certain contaminants if present in Site soils at high concentrations could present a particulate inhalation hazard when contaminated soil becomes airborne with dust if site conditions are dry. An aggressive approach towards dust suppression shall be employed. Work areas shall be wetted with a water mist to control dust generation resulting from vehicle and personnel traffic and from soil handling activities. Should visible dust be generated from site operation, additional wetting shall be implemented.

### 2.30.2 Vapor and Odor Control

Contractor shall monitor the work area in accordance with the requirements of the Site HASP as prepared in accordance with Section 6.2 of this SMMP. Contaminant vapors at significant concentrations that might require



respiratory protection for Site workers are not anticipated during the project. However, in the event, that excavation or other Site activities encounter unanticipated contaminants, vapors or odors, as determined through air monitoring and/or direct observations, GZA should be notified and the Contractor shall be prepared to employ control measures necessary to minimize the generation of such contaminant vapors and odors. Such measures shall include: restricting work in a particular area, use of temporary mats or coverings, use of odor-suppressant foam, containment of a particular work area, and other feasible means of controlling contaminants, vapors and odors, as necessary, including remediation.

#### 2.40 SOIL STOCKPILING

At least one business day prior to the commencement of excavation activities, the stockpile area shall be prepared to receive the materials. The location(s) of the stockpiles shall be in accordance with the Soil Erosion and Sediment Control Plan as prepared by the Civil Engineer and General Permits, if applicable. The stockpile areas shall be cleared and then fenced off, if Site access is not already restricted. The following minimum stockpile criteria shall apply to stockpiles.

Stockpile areas shall be graded such that stormwater run-on and runoff is diverted around the stockpiled materials. At a minimum, a snow-fence and haybales with silt fence shall be placed continuously around the perimeter of each stockpile area. The stockpile area shall be underlain with a minimum ten (10)-mil-thick black polyethylene sheeting. In the event excavated materials are excessively wet (saturated), earth berms shall be placed around the perimeter of the stockpile area, if necessary, to contain drainage from the stockpiles. Stockpile side slopes shall be no steeper than 3 horizontal (H) to 1 vertical (V).

Drainage effluent from the stockpiles shall be contained within perimeter berms, and infiltrated.

Stockpiled materials shall be placed within the designated stockpile areas, graded to shed water, and covered prior to inclement weather and at the end of each work day with a minimum ten (10)-mil-thick black polyethylene cover overlapped and weighted to form a continuous waterproof barrier over the material. The cover shall be maintained throughout the stockpile period to prevent water from entering the stockpiled materials and to prevent blowing dust. Stockpile locations shall be placed as approved by the Owner, Engineer, or GZA in advance of construction.

The transfer of materials from the excavation to the stockpile area shall be conducted in such a manner as to prevent loss of or spread of materials or dust across the Site.

If suspect contaminated materials are encountered by the Contractor (such as a farm dump or buried debris, stained, unnaturally colored or odorous soil), those materials shall be stockpiled separately.

The Contractor is responsible for all construction, protection, movement, and maintenance of stockpiles for the duration of the project work or until directed otherwise by the Owner or the GZA.

The clearing and preparing of stockpile areas and the grading, polyethylene barriers, berms, and all other materials, equipment, and labor required for protection of the excavated material will be considered part of the work.



### **3.00 SAMPLING AND DECONTAMINATION PROCEDURES**

Sampling of soil stockpiled during earthwork activity that is intended for onsite reuse is not required. If off-site disposal is planned for some or all of this stockpiled material, representative soil samples will be collected from the stockpiled material by GZA. Because previous environmental reports have indicated that the Site is not in a CTDEEP remediation program, post-excavation sampling of the underlying residual material is not planned. If suspect contaminated materials (such as those associated with a farm dump or buried debris) are encountered, they will be stockpiled separately and sampled for purposes of off-site disposal/reuse and/or prior to on-Site reuse, and post-excavation sampling may be conducted as necessary after consultation with GZA and the Owner.

For stockpiled material that is planned for off-site disposal, including suspected contaminated material as described in Section 2.40, representative soil samples will be collected for characterization purposes by GZA (with assistance from the Contractor) at a frequency of one sample per 500 cy of soil stockpiled. Each stockpile characterization sample will consist of a composite made of a minimum of five discrete grab samples collected at various depths and locations within the stockpile. The sampling and decontamination procedures are further detailed below.

#### **3.10 SOIL SAMPLING PROCEDURES**

Proper soil sampling technique requires, on the part of the field representatives, understanding of the objective of the sampling program and adhering to the following guidelines.

The following equipment will be required:

- Photo-ionization detector (PID)
- Stainless steel auger(s), trowel(s), and/or shovel(s)
- Stainless steel bowl(s) and spoon(s)
- Reagent grade methanol and wash bottle
- Sample containers of appropriate size and preservative (if required) for each constituent to be analyzed according to EPA protocols
- Buckets, water, Alconox or equivalent
- Paper towels and garbage bags
- Coolers and ice packs
- Sample labels and waterproof markers
- Chain of custody forms and custody seals

The samples will be collected using an auger, trowel or shovel, field screened using the PID, placed in the appropriate container, and labeled according to the procedures outlined below. The soil sampling equipment will be decontaminated between each sample location.

For stockpile sampling, a minimum of one composite soil sample will be collected for every 500 cy of soil stockpiled for offsite disposal. The soil samples will be obtained in the following manner:

- Samples for volatile organic compounds (VOCs) will be discrete grab samples (one per 500-cubic yards). The grab sample chosen for analysis will be the sample with the highest PID field screening results.



- For other constituents, composite samples will be prepared by combining equivalent volumes of soil from individual grab samples. Between 5 and 10 grab samples will be retrieved from each 500-cy stockpile and used to make a composite sample.
- Grab samples will be collected at different depths and locations in the stockpile utilizing a stainless-steel hand auger or stainless-steel trowel to ensure variations in the soil types are proportionally represented in the composite. Successive grab samples will be placed in the same stainless-steel bowl after field screening and subsampling (as appropriate) for VOCs.
- After the 5-10 grab samples have been placed into the bowl, the contents of the bowl will be fully mixed with a decontaminated spoon and a representative sample of the contents will be transferred into the appropriate sample containers.
- Samples will be labeled according to the procedures outlined below.

Spoils derived from the stockpile sampling program will be placed back into the stockpile.

### 3.20 SAMPLING EQUIPMENT DECONTAMINATION

Decontamination of soil sampling equipment is the responsibility of the field personnel. Decontamination of the sampling equipment will be performed as follows:

1. Scrub the surface of the sampling equipment with a brush that is consistently submerged in a bucket containing Alconox mixed with tap water.
2. Rinse the scrubbed sampling equipment with tap water contained in adjacent bucket.
3. Rinse the sampling equipment with methanol over a third bucket to capture the methanol.
4. Rinse again with distilled water over a collection bucket.
5. Contain all decontamination liquids for management in a drum or similar container located at the stockpile area.
6. Prevent the cleaned sampling equipment from coming into contact with any potentially contaminated media prior to use for sampling.

### 3.30 SAMPLE STORAGE

Proper storage following sample collection is important in maintaining sample quality. Soil samples will be placed promptly into a chilled/iced cooler and maintained at approximately 4 degrees Celsius (C) until delivery to the laboratory. The sample collector will transport the samples directly to the laboratory at the end of the sampling day or will arrange to have the laboratory courier pick up the samples within 24 hours.



### 3.40 DOCUMENTATION OF FIELD WORK

#### 3.40.1 Field Log Book/Sampling Log

Complete and thorough logging of field work is essential to a timely and accurate completion of the project. Field personnel are responsible for recording actions and times of major events and of sampling in a field log book and/or field sampling log. Also, sample identification (numbers and descriptions) of field samples will be accounted for on the field sampling log. For each sampling event, the field book and/or field sampling log will contain the following:

- GZA field person's name(s), GZA equipment used, weather, date, time, and location at start of day.
- Descriptions and sketches of the sample/stockpile location, stockpile dimensions/estimated volume, origins of materials that comprise the stockpile.
- Descriptions of the number of grab samples retrieved from stockpile, locations/depths of these grab samples, observed soil types, conditions (staining, odors, fill, debris, etc.) and PID readings at each grab sample location, and identification of the grab sample location selected for the discrete VOC sample.
- Other comments would include: Description of any unusual conditions; Record of Health and Safety monitoring - time, equipment, and results; Record of site accidents or incidents; Record of any visitors; Causes and duration of any delays; and any other data that may be construed as relevant information at a later date.

#### 3.40.2 Chain-of-Custody Forms

GZA will be responsible for filling out chain-of-custody forms when samples are collected. The chain-of-custody form is a document that tracks the samples collected from the field to the laboratory and indicates the custodian of the samples at any time and also which laboratory analyses are to be performed on which samples. Each sample will be clearly labeled and listed on the chain-of-custody. The chain of custody will be filled out as samples are collected and will accompany the samples to the laboratory. The sampler will be the first custodian of the samples and will sign the chain-of-custody when he/she relinquishes custody of the samples to another individual or to the laboratory which will also sign and date the document.

### 3.50 LABORATORY ANALYSIS

Stockpile samples will be analyzed by a CT-certified laboratory for extractable total petroleum hydrocarbons (ETPH), VOCs, semi-VOCs, total and leachable RCRA 8 metals, copper, nickel, zinc, polychlorinated biphenyls (PCBs), herbicides, pesticides, and any other analytical parameter that may be required by the designated offsite disposal/reuse facility.

Laboratory turnaround will typically be on a 5-day basis, adjustable to the schedule of construction.





### 3.60 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The following sections provide descriptions of the QA/QC program which will be followed during the sampling and analysis. This program will be followed to generate analytical data of known and defensible quality.

Functioning of the sample collection and analysis process is facilitated by communication between the field sampler and the laboratory and clear identification of the tasks and responsibilities of each. Adherence to the protocol presented herein will minimize problems in maintaining data quality and integrity.

Field representatives will conduct the following activities prior to initiating the collection of samples:

1. Select the analytical tests to be performed and schedule the analyses with the laboratory.
2. Determine the type, size, and quantity of sample containers required, the amount of required preservative, and the maximum field holding times for each sample.
3. Determine the equipment required for sampling, and make sure that it is available.
4. Obtain sample containers, preservatives, and trip blanks (if necessary) from the laboratory.
5. Obtain chain-of-custody forms, sampling log, shipping forms, and sealing tapes.
6. Determine that all sampling equipment and accessories have been decontaminated as described in Section 3.20.

### **4.00 STOCKPILED MATERIAL CLASSIFICATION, HANDLING, AND DISPOSAL**

The results of the stockpile sampling (Section 3.00) will be provided to the Contractor to evaluate potential off-site disposal/reuse options and/or potential on-Site reuse. The Contractor will coordinate with GZA to complete any additional required waste characterization, identify appropriate off-Site disposal facilities for impacted soils, and arrange for loading, transport, and disposal of impacted soils. Owner will sign all transportation and disposal documents (Material Shipping Records [MSRs] or Bills of Lading [BOLs]) as the Generator. Contractor shall provide copies of soil disposal weight tickets, manifests or Bills of Lading, and disposal facility acceptance letters to the Owner.

### **5.00 MANAGEMENT OF GROUNDWATER**

#### 5.10 DESCRIPTION

No dewatering is planned. If the Contractor encounters surface water or groundwater which must be dewatered for construction, the Contractor shall properly contain groundwater discharge and manage all dewatering in accordance with State and federal regulations. Dewatering activities must comply with the CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, which applies to all discharges of stormwater and dewatering wastewater from construction activities which result in the disturbance of *one or more* total acres of land area on a site regardless of project phasing. Note that registration is required under this general permit for projects disturbing greater than 5 acres of land (such as the Site) and the permittee must develop



and implement a SWPCP for the project, and adhere to the Connecticut Guidelines for Soil Erosion and Sediment Control, the Connecticut Stormwater Quality Manual, and soil and erosion control land use regulations. The Contractor shall comply with the requirements of other General Permits as applicable.

Water quality testing shall be conducted by GZA prior to the discharge of any wastewater generated by dewatering activities. If the results of water quality testing indicate that the wastewater is not suitable for discharge to the ground, it shall be containerized and removed for off-site disposal.

#### **5.20 SUBMITTALS**

The Contractor shall consult with GZA prior to the start of any dewatering activities and shall provide GZA with an appropriate Dewatering Plan at least 5 business days prior to the start of dewatering activities. Contractor shall not start dewatering activities without prior authorization from GZA. The Dewatering Plan shall indicate the purpose, location, and estimated duration of the proposed dewatering activities. In addition, the Dewatering Plan shall include the Contractor's proposed dewatering methodology. If necessary, permit registrations and/or approvals shall be completed, and water quality testing shall be conducted by GZA prior to the discharge of any water generated by dewatering activities.

#### **5.30 RESPONSIBILITY OF THE CONTRACTOR**

Minimum precautions noted in this Section shall in no way relieve the Contractor of his responsibility for implementing stricter health and safety precautions as warranted by the Work.

The Contractor shall be responsible for adhering to permits, regulations, specifications, and recognized standard practices related to both contaminated and uncontaminated soil and groundwater/stormwater handling during excavation and dewatering for construction.

The Contractor shall be responsible to remove and transmit groundwater and stormwater under an approved Dewatering Plan. Contractor shall complete dewatering activities in accordance with all applicable State and federal regulations and permits.

The Contractor shall make reasonable effort to minimize the volumes of groundwater dewatered from the excavation.

### **6.00 DECONTAMINATION OF EQUIPMENT AND HEALTH AND SAFETY**

#### **6.10 DECONTAMINATION OF EQUIPMENT**

In the event that contaminated soil or groundwater is encountered at the Site, the Contractor is responsible to clean all tools and equipment before they are taken from the Site. Contractor's tools and equipment which are to be taken from the Site shall be decontaminated on-Site. This shall include all tools, heavy machinery and excavating and hauling equipment used during excavation, stockpiling and any re-handling of impacted soil or groundwater.

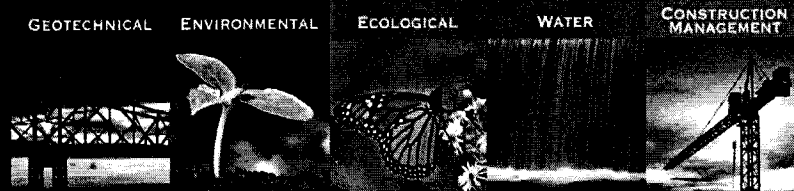


## 6.20 HEALTH AND SAFETY

The Contractor and any subcontractors performing work within the contract limits shall have a Site specific written HASP developed by a qualified person designated by the Contractor. The Contractor shall establish protocols and provide procedures to protect worker's health and safety as it relates to the proposed construction activities when performed in the presence of contaminated materials or otherwise environmentally sensitive conditions. The HASP shall be developed and implemented to addresses the relative risk of exposure to documented hazards present within the contract limits. The HASP shall establish health and safety protocols which address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to Site conditions.

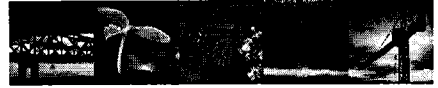
The Contractor shall utilize available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances to develop the HASP. Further information can be made available to the Contractor upon request.

The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. The provision of worker health and safety protocols which address potential and/or actual risk of exposure to Site specific hazards posed to Contractor employees is solely the responsibility of the Contractor.



GZA GeoEnvironmental, Inc.

## Exhibit B



November 13, 2018  
Proposal No. 05.P000347.19



Known for excellence.  
Built on trust.

Attorney Lee Hoffman  
Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103-3702

Re: Proposal for Potable Well Survey and Well Testing -Revised  
Tobacco Valley Solar, Simsbury, CT

Dear Attorney Hoffman:

GZA GeoEnvironmental, Inc. (GZA) is pleased to submit the following proposal to Pullman & Comley, LLC (Client) to conduct a potable well survey and test potable wells for the proposed Tobacco Valley Solar project in Simsbury, CT (Site). Our scope of work is described below along with our budget.

## BACKGROUND

The Site consists of five (5) adjacent parcels (totaling approximately 289 acres) located on County Road, Hopmeadow Street and Hoskins Road in a primarily residential section of Simsbury, Connecticut. Construction of a 26.4-megawatt solar photovoltaic electric generating facility on the Site has been approved. GZA developed a Drinking Water Well Testing Protocol (dated October 23, 2018) that described the methods by which a potable well receptor survey would be performed in the Site area and how identified potable wells would be tested.

## SCOPE OF SERVICES

### TASK 1: POTABLE WELL RECEPTOR SURVEY

GZA will conduct a potable well receptor survey within 500 feet of the Site to identify the locations and owners of potable wells. The survey will be conducted in accordance with the Connecticut Department of Energy and Environmental Protections' (CTDEEP) Water Supply Well Receptor Survey Guidance Document (2009, rev. 2015). In general, we will:

- Review of USGS topographic quadrangle maps, town street maps, the Atlas of Public Water Supply and Water Sources, CTDEEP Water Quality Classification Maps, and Connecticut Water Resources Inventory Bulletins, CTDEEP Environmental Geographic Information Systems (GIS) Data of Connecticut, and aerial photographs.

GEOTECHNICAL  
ENVIRONMENTAL  
EXPLORATION  
WATER  
CONSTRUCTION  
MANAGEMENT

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Glastonbury, CT 06033  
T: 860.286.8600  
F: 860.633.5635  
www.gza.com



- Interview personnel at the Town Clerks office and review of tax assessor field cards, and maps to determine property boundaries, the names of owners and street addresses of those properties and information regarding public or private water supply status at each identified parcel.
- Complete a “windshield survey” of properties within the survey area to identify and locate buildings or other structures on each lot or vacant parcels and create a parcel map.
- Submit a written inquiry to the Simsbury Health Department requesting information related to the possible presence of private drinking water or supply wells for each property identified within the survey area.
- Prepare a written request for confirmation from the local water company as to which properties identified as occupied within the survey area are supplied public water.
- Review CTDEEP records regarding the potable well testing program that they previously conducted in the project area.
- Prepare a well survey summary report.

Based on the results of the survey, GZA will contact well owners via letter and conduct testing of the private potable wells identified by the survey if consent is provided by the well owners. A list of the locations of the known potable wells (19) that are within the survey area is attached and would be revised based on the results of receptor survey.

#### **TASK 2: PRE-CONSTRUCTION POTABLE WELL SAMPLING AND LABORATORY ANALYSIS**

Prior to the beginning of construction at the Site, GZA will coordinate each sampling event by contacting the owners and/or tenants prior to the event to arrange access to the property to sample the well(s). The sample collection will be conducted in accordance with the Drinking Water Well Testing Protocol. Samples will be collected in laboratory-provided pre-preserved containers, labeled, and submitted to a CT-certified laboratory for analysis for ethylene dibromide (EDB), dibromochloropropane (DBCP) and 1,2,3-trichloropropane (123TCP) by EPA Method 504.1 or Method 524.3, volatile organic compounds (VOCs) by EPA Method 524.2, organochlorine pesticides by EPA Method 8081, and the metals arsenic and copper by EPA Method 6010C. The laboratory analyses will be requested on a standard 5 to 7-day turnaround time and will be conducted in accordance with CTDEEP Reasonable Confidence Protocols (RCP).

#### **TASK 3: POST-CONSTRUCTION POTABLE WELL SAMPLING AND LABORATORY ANALYSIS**

Once construction of the solar array at the Site has been completed, GZA will conduct a second round of potable well sampling at the locations that were previously tested. The samples will be collected in the same method and for the same analyses as described above.

#### **TASK 4: DATA REVIEW AND ANALYSIS**

Analytical results will be provided to the Client within 48 hours after they are received from the laboratory. Per the Drinking Water Well Testing Protocol, analytical results will be provided to the homeowner and the Town within 72 hours after receipt of the laboratory reports by GZA. GZA will provide a summary of results, findings and recommendations in a written report after each sampling event to be provided to the Client, homeowner and the Town. Such actions may include re-sampling. If target compounds are detected in the water samples at concentrations exceeding the minimum detection limits (MDLs), notification to the CTDEEP within 30 days may be required by the homeowner in accordance with the Significant Environmental Hazard (SEH) regulations and



additional water testing may be warranted or required. Neither the filing of an SEH or the additional actions that may be required are included in our budget.

## **BASIS OF BILLINGS**

Billings for GZA's professional services will be based on a time and materials basis in accordance with the Schedule of Fees attached. Our estimate for completing the scope of work above is summarized below.

<b>Task 1:</b> Receptor Survey	\$ 4,800
<b>Task 2:</b> Pre-Construction Potable Well Sampling and Laboratory Analysis	\$ 13,000*
<b>Task 3:</b> Post-Construction Potable Well Sampling and Laboratory Analysis	\$ 13,000*
<b>Task 4:</b> Data Analysis and Reports	\$ 8,500
<b>Total estimate</b>	<b>\$ 39,300</b>

\*Includes 19 potable wells sampled over a period of two days. If additional wells are identified by the receptor survey and/or access constraints by homeowners require multiple sampling trips, costs could increase.

This estimate is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort requested. Additional work, beyond the scope presented herein, will be submitted by change order and billed on either a unit cost or a time and materials basis. Notwithstanding anything herein to the contrary, GZA may not incur any fees or expenses above \$39,300 without first obtaining prior written approval of the client, which approval may be provided by e-mail. The client will not be required to pay for fees and expenses incurred above such amount by GZA which have not been so approved by the client.

Progress invoices will be mailed to the address presented above every two weeks as the project proceeds. Should your billing address be different, please notify the undersigned so that appropriate changes can be made. Payment of invoices is due within 30 days of receipt.

## **CONDITIONS OF ENGAGEMENT**

The work outlined in this proposal will be performed in accordance with the existing contract between GZA and Pullman & Comley (05.P000361.18 dated October 2, 2017).

## **SCHEDULE**

GZA anticipates completing the receptor survey within approximately 3 weeks of your authorization to proceed and mailing letters to the owners of potable wells in the survey area within approximately one week after the survey is completed. Once homeowner permission to collect samples is provided, GZA will collect the sample within approximately one week and provide results as described under Task 3. We will make every attempt to complete the receptor survey (Task 1) and the pre-construction sampling (Task 2) by Jan 4, 2019; however, our schedule will be contingent on the property owners providing access in a timely manner. The schedule for the post-construction sampling (Task 3) will be contingent on the timing of the installation of the solar equipment.



**GZA GEOENVIRONMENTAL, INC.**  
**SCHEDULE OF FEES- CALENDAR YEAR 2016**

**FOR PROPOSAL FOR SERVICES DATED: November 13, 2018 NO. 05.P000347.19**

<b><u>LABOR</u></b>	<b><u>Per Hour</u></b>
Senior Principals .....	\$260.00
Principal.....	\$235.00
Associate Principal/Senior Consultant.....	\$210.00
Senior Project Manager.....	\$200.00
Senior Technical Specialist .....	\$169.00
Project Manager/Technical Specialist.....	\$151.00
Assistant Project Manager.....	\$128.00
Engineer I/Scientist/Geologist I .....	\$108.00
Engineer II/Scientist/Geologist II .....	\$101.00
Field Technician I .....	\$85.00
Field Technician II .....	\$73.00
Senior CAD/Technical Designer .....	\$153.00
CAD/Technical Designer .....	\$113.00
Administrative Support .....	\$98.00
Outside Services and Subcontractors.....	Cost plus 15%
Expenses .....	Cost plus 15%

*The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.*

*Overtime work by "Non-Exempt" personnel will be billed at 1.5 times the standard rate.*

*The above-listed rates are valid for the calendar year in which this proposal is accepted by Client. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.*

*The actual average Labor rate varies due to numerous factors, including project size and complexity. On a typical project, GZA's average Labor rate is \$120 per hour.*

**EXPENSES**

- Rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide format scanning
- Express mail and shipping charges
- Project-specific computer hardware and software
- Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only

**INVOICES**

*GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.*

**BUDGETS**

*The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.*

**RETAINER**

*Any retainer specified in GZA 's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.*

### **List of Adjacent or Nearby Potable Wells**

1 Centerwood Road

10 County Road

14 County Road

16 County Road

20 County Road

25 Gordon Street

85 Hoskins Road

100 Hoskins Road

3 Howard Street

5 Howard street

3 Knollwood Road

5 Knollwood Road

7 Knollwood Road

9 Knollwood Road

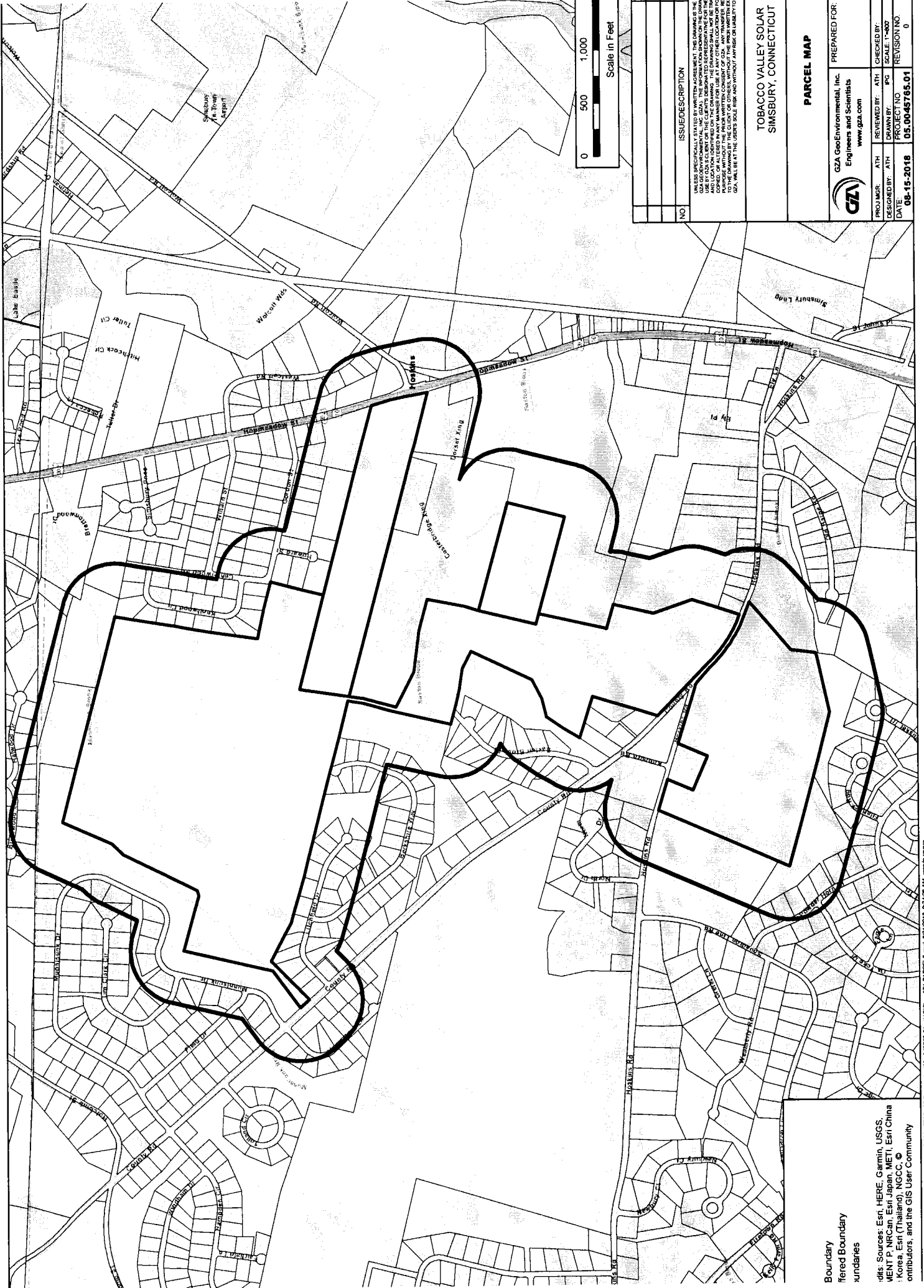
11 Knollwood Road

13 Knollwood Road

15 Knollwood Road

17 Knollwood Road

19 Knollwood Road



ISSUE DESCRIPTION	
NO	
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TOBACCO VALLEY SOLAR SIMSBURY, CONNECTICUT	
PARCEL MAP	
GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	
PREPARED FOR:	
PROJECT NO.	05.0045765.01
DATE	08-15-2018
DESIGNED BY	ATH
DRAWN BY	ATH
REVIEWED BY	ATH
CHECKED BY	ATH
SCALE	1"=400'
REVISION NO.	0

Boundary  
Offered Boundary  
Undeveloped

Source: Esri, HERE, Garmin, USGS, NRCAN, Esri Japan, METI, Esri China (Korea), Esri (Thailand), NGCC, © contributors, and the GIS User Community

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TABLE 1  
PROJECT ACTION LIMITS AND  
LABORATORY REPORTING LIMITS

Cas Number	Analyte	Method	Units	MDL	POTABLE WATER		Federal MCL
					GWPC	CTDPH Action Level	
106-93-4	1,2-dibromoethane (EDB)	504.1	ug/L	0.003	0.05	0.05	0.05
96-12-8	1,2-dibromo-3-chloropropane (DBCP)	504.1	ug/L	0.003	0.2	NE	0.2
96-18-4	1,2,3-trichloropropane (123TCP)	504.1	ug/L	0.009	NE	0.05	NE

Notes:

µg/L = microgram per liter

MDL = Minimum Detection Limit

GWPC = CTDEEP Groundwater Protection Criteria

CTDPH = Connecticut Department of Health Action Level

MCL = Federal Maximum Contaminant Level

TABLE 2  
PROJECT ACTION LIMITS AND  
LABORATORY REPORTING LIMITS  
VOCs, Metals, Pesticides

Compound	Units	MRL	2013-GA GWPC	2008-GWPC
<b>VOCs EPA Method 524.2</b>				
1,1,1,2-Tetrachloroethane	ug/L	0.5	1	NE
1,1,1-Trichloroethane	ug/L	0.5	200	NE
1,1,2,2-Tetrachloroethane	ug/L	0.5	0.5	NE
1,1,2-Trichloro-1,2,2-trifluoroethane	ug/L	1	NE	1000
1,1,2-Trichloroethane	ug/L	0.5	5	NE
1,1-Dichloroethane	ug/L	0.5	70	NE
1,1-Dichloroethene	ug/L	0.5	7	NE
1,1-Dichloropropene	ug/L	0.5	NE	NE
1,2,3-Trichlorobenzene	ug/L	0.5	NE	NE
1,2,3-Trichloropropane	ug/L	0.5	NE	NE
1,2,4-Trichlorobenzene	ug/L	0.5	NE	70
1,2,4-Trimethylbenzene	ug/L	0.5	NE	350
1,2-Dibromo-3-Chloropropane	ug/L	5	NE	0.2
1,2-Dibromoethane	ug/L	0.5	0.05	NE
1,2-Dichlorobenzene	ug/L	0.5	600	NE
1,2-Dichloroethane	ug/L	0.5	1	NE
1,2-Dichloropropane	ug/L	0.5	5	NE
1,3,5-Trimethylbenzene	ug/L	0.5	NE	350
1,3-Dichlorobenzene	ug/L	0.5	600	NE
1,3-Dichloropropane	ug/L	0.5	NE	NE
1,4-Dichlorobenzene	ug/L	0.5	75	NE
2,2-Dichloropropane	ug/L	0.5	NE	NE
2-Butanone	ug/L	10	400	NE
2-Chlorotoluene	ug/L	0.5	NE	14
2-Hexanone	ug/L	10	NE	NE
4-Chlorotoluene	ug/L	0.5	NE	14
4-Isopropyltoluene	ug/L	0.5	NE	210
4-Methyl-2-Pentanone	ug/L	10	350	NE
Acetone	ug/L	10	700	NE
Acrylonitrile	ug/L	0.4	0.5	NE
Benzene	ug/L	0.5	1	NE
Bromobenzene	ug/L	0.5	NE	NE
Bromodichloromethane	ug/L	0.4	NE	0.56
Bromoform	ug/L	1	4	NE
Bromomethane	ug/L	1	NE	3.5
Carbon Disulfide	ug/L	1	NE	700
Carbon Tetrachloride	ug/L	0.5	5	NE
Chlorobenzene	ug/L	0.5	100	NE
Chloroethane	ug/L	1	NE	1000
Chloroform	ug/L	0.5	6	NE
Chloromethane	ug/L	2.4	NE	18.2
cis-1,2-Dichloroethene	ug/L	0.5	70	NE
cis-1,3-Dichloropropene	ug/L	0.4	0.5	NE
Dibromochloromethane	ug/L	0.4	0.5	NE
Dibromomethane	ug/L	0.5	NE	NE
Dichlorodifluoromethane	ug/L	1	NE	1000
Ethylbenzene	ug/L	0.5	700	NE
Hexachlorobutadiene	ug/L	0.4	NE	0.45
Isopropylbenzene	ug/L	0.5	NE	700
Methyl tert-Butyl Ether	ug/L	0.5	100	NE
Methylene Chloride	ug/L	4	5	NE

TABLE 2  
PROJECT ACTION LIMITS AND  
LABORATORY REPORTING LIMITS  
VOCs, Metals, Pesticides

Naphthalene	ug/L	1	280	NE
n-Butylbenzene	ug/L	0.5	NE	61
n-Propylbenzene	ug/L	0.5	NE	61
sec-Butylbenzene	ug/L	0.5	NE	61
Styrene	ug/L	0.5	100	NE
tert-Butylbenzene	ug/L	0.5	NE	61
Tertiary-amyl methyl ether	ug/L	1	NE	NE
Tertiary-butyl Alcohol	ug/L	25	NE	100
Tetrachloroethene	ug/L	0.5	5	NE
Tetrahydrofuran	ug/L	5	NE	4.6
Toluene	ug/L	0.5	1000	NE
trans-1,2-Dichloroethene	ug/L	0.5	100	NE
trans-1,3-Dichloropropene	ug/L	0.4	0.5	NE
Trans-1,4-Dichloro-2-Butene	ug/L	5	NE	NE
Trichloroethene	ug/L	0.5	5	NE
Trichlorofluoromethane	ug/L	1	NE	1000
Vinyl Chloride	ug/L	0.5	2	NE
Xylene O	ug/L	0.5	530	NE
Xylene P,M	ug/L	1	530	NE
Xylenes (Total)	ug/L	1	530	NE
<b>Total Metals EPA Method 6010C</b>				
Arsenic	ug/L	5	50	NE
Copper	ug/L	10	1300	NE
<b>Pesticides EPA Method 8081</b>				
4,4'-DDD	ug/L	0.05	NE	0.1
4,4'-DDE	ug/L	0.05	NE	0.1
4,4'-DDT	ug/L	0.05	NE	0.1
Alachlor	ug/L	0.05	2	NE
Aldrin	ug/L	0.05	NE	0.05
alpha-BHC	ug/L	0.05	NE	NE
beta-BHC	ug/L	0.05	NE	NE
Chlordane (Total)	ug/L	0.002	0.3	NE
delta-BHC	ug/L	0.05	NE	NE
Dieldrin	ug/L	0.001	0.002	NE
Endosulfan I	ug/L	0.05	NE	4.2
Endosulfan II	ug/L	0.05	NE	4.2
Endosulfan Sulfate	ug/L	0.05	NE	4.2
Endrin	ug/L	0.05	NE	2
Endrin Aldehyde	ug/L	0.05	NE	2
Endrin Ketone	ug/L	0.05	NE	2
gamma-BHC (Lindane)	ug/L	0.05	0.2	NE
gamma-Chlordane	ug/L	0.05	NE	0.3
Heptachlor	ug/L	0.05	0.4	NE
Heptachlor Epoxide	ug/L	0.05	0.2	NE
Hexachlorobenzene	ug/L	0.05	NE	NE
Methoxychlor	ug/L	0.05	40	NE
Toxaphene	ug/L	1.29	3	NE

<b>VOLATILE ORGANIC PESTICIDES (DBCP, EDB, 1,2,3-TCP)</b>	
<b>Test Description</b>	Determination of purgeable organic compounds in drinking water
<b>Test Use</b>	Useful for evaluating finished drinking water.
<b>Test Department</b>	Organic Chemistry: Phone 860-920-6581/6666 Fax 860-920-6703
<b>Methodology</b>	EPA Method 524.3-SIM: Capillary Column GC/MS
<b>Availability</b>	Year-round
<b>Sample Requirements</b>	Three (3) 40-mL samples. Two (2) Field Blanks (containing lab-provided reagent water) per sampling trip.
<b>Container type /Preservative</b>	40-mL amber glass vials with caps equipped with PTFE-lined septa and containing the following preservatives: 25 mg Ascorbic Acid preservative 200 mg Maleic Acid preservative
<b>Collection Instructions (Note 1)</b>	For taps, remove aerators and let water run 4-5 minutes. For outdoor locations, sampling location should be in accordance with a preapproved quality assurance project plan. Make sure no air bubbles are present.
<b>Sample Holding Time &amp; Transport</b>	Samples are iced or refrigerated and kept at 4°±2°C from time of collection until analysis. Samples must be analyzed within 14 days of collection.
<b>Unacceptable Conditions</b>	Incomplete requisition form. Insufficient sample volume. Samples received beyond the 14-day holding time. Improper collection/container/preservative.
<b>Requisition Form</b>	Use the Organics/Radiation Water Examination request form.
<b>Required Information</b>	Fill out entire requisition form.
<b>Limitations</b>	Samples with air bubbles larger than a pea cannot be analyzed. These samples will be rejected for analysis and the collector will be notified.
<b>Additional Comments</b>	The CT PHL can use this method to determine the following compounds: 1,2,3-Trichloropropane (TCP) 1,2-Dibromoethane (EDB) 1,2-Dibromo,3-chloropropane (DBCP)

Note 1: See *New England States Environmental Sampling Guide*, latest edition.

<https://www.epa.gov/sites/production/files/2015-06/documents/NE-States-Sample-Collection-Manual.pdf>



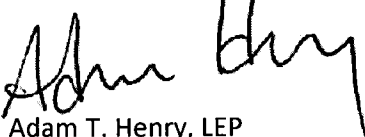
## ACCEPTANCE

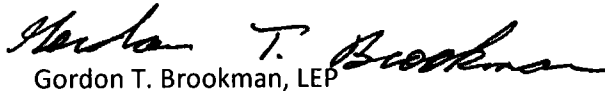
This proposal may be accepted by signing in the appropriate spaces and returning one copy to us. The executed agreement must be received prior to the initiation of the services described above. This Proposal for Services and agreement referenced above shall constitute the entire agreement between the parties. This proposal is valid for a period of 30 days from the date of issue.

Thank you for the opportunity to submit this proposal for services. If you have any questions, please call us.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

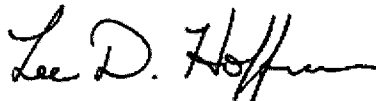
  
Adam T. Henry, LEP  
Associate Principal

  
Gordon T. Brookman, LEP  
Principal

Attachment: Schedule of Fees (SNE22D-18)  
List of Neighboring Wells

This Proposal for Services and the referenced Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client.

Pullman & Comley, LLC

  
By: \_\_\_\_\_ Its: Managing Member

Printed Name: Lee D. Hoffman Date: Dec. 6, 2018

Billing Address (if different): Thomas de Swardt  
desri-simsbury-ap@world.deshaw.com  
thomas.de.swardt@deshaw.com  
DWW Solar II LLC  
c/o DE Shaw & Co., LLC  
1166 Avenue of the Americas, 9th Floor  
New York, NY 10036



## Exhibit C



## INTEGRATED HISTORIC PRESERVATION PLANNING

November 29, 2017

Ms. Susan Moberg  
Director of Energy and Environmental Services  
Vanasse Hangen Brustlin  
1 Cedar Street, Suite 400  
Providence, RI 02903

**RE: Addendum to Phase IA Cultural Resources Assessment Survey of the Proposed Tobacco Valley Solar Project in Simsbury, Connecticut; Historical Research Concerning Martin Luther King, Jr., and Possible Associations with the Proposed Project Area**

This document represents an addendum to the prepared and submitted report entitled *Phase IA Cultural Resources Assessment Survey of the Proposed Tobacco Valley Solar Project in Simsbury, Connecticut* (Heritage Consultants, LLC 2017). The purpose of the current research effort is to collect and assess the available evidence concerning the possibility that during 1944 and 1947, Martin Luther King Jr., may have worked on property that coincides with the project area associated with the proposed Tobacco Valley Solar Project in Simsbury, Connecticut, and specifically within either of the two tobacco barns situated immediately to the north of Hoskins Road. This research was conducted between November 17, 2017 and November 26, 2017.

During this research, representatives from Heritage Consultants, LLC (Heritage) visited the Simsbury Town Hall and the Connecticut Valley Agricultural Museum in an effort to recover any documentation related to Martin Luther King, Jr. The Simsbury Historical Society also was contacted to set up an appointment to look through their collections; however, their staff has failed to respond to the request to date. Finally, Heritage accessed the online resources of Stanford University's Martin Luther King, Jr. Research and Education Institute, and contacted a representative of the Stanford collection who has not yet responded to a request for additional information about correspondences associated with Martin Luther King Jr. (see below).

As mentioned above, the primary goal of this research was to determine whether any definitive associations with Martin Luther King, Jr., and the proposed project site and/or barns contained therein could be made. In doing so, Heritage also endeavored to ascertain where Martin Luther King, Jr. stayed while working in Simsbury in the hope that such information may shed light on his possible association with the proposed project site. The two possible locations for his residence during the summers of 1944 and 1947 are the extant boarding house on the southern side of Hoskins Road and a boarding house that was once situated near the intersection of Firetown Road and Barndoor Hills Road; the latter was burned down by the Town of Simsbury's Fire Department in the 1980s (see below). The Hoskins Road boarding house is located on the opposite side of Hoskins Road from the barns mentioned above and well to the east of the project parcel. The other boarding house was located over a mile away to the west (see Figure 1). These boarding houses were spatially associated with a large complex of tobacco fields, barns, and other buildings. Overall, the evidence seems to indicate that Martin Luther King, Jr. resided at the Firetown Road dormitory well to the west of the project area, which according to local tradition is the one that the Morehouse College students stayed at when they were in town. Although it may be interpreted that residents of these boarding houses worked primarily in the nearest fields and buildings, specific

evidence of such practices is lacking. The only clear evidence about where Martin Luther King, Jr. was assigned to work was in the kitchen of the dormitory during part of 1944 (see below); otherwise, there is no available information about the location of his outdoor work assignments.

During the current research, representatives of Heritage Consultants visited the Town of Simsbury Town Clerk's office and reviewed land records that confirmed that during the period in question, the proposed project parcels were owned by Cullman Bros., Inc. (later Culbro, Inc.) (Simsbury Land Records, Vol. 146, Pg. 60 and Vol. 80, Pg. 441). This research also resulted in the collection of copies of property survey maps prepared in 1963, when the company was selling off parts of its land (Town Clerk Maps #1073, 1074, 1075, and 1076). The information on these maps has been compiled in Figure 1, which shows the large area of land the company owned near the project site and the location of the buildings that existed at the time. This included the boarding house on Hoskins Road; the one that stood near the intersection of Firetown Road and Barndoor Hills Road is not labeled as such. This may be either because the surveyors who compiled the maps made different decisions about what to label, or because it was no longer being used as a boarding house by 1963. Nonetheless, this information makes the relative locations of these boarding houses, as well as the then-surviving barns and other buildings, clear.

As mentioned above, Heritage's representatives also reviewed materials made available online by Stanford University's Martin Luther King, Jr. Research and Education Institute. This resulted in the identification of transcripts of five letters that Martin Luther King, Jr. wrote in 1944 while working on the Cullman property in Simsbury (before he started attending Morehouse College as a freshman). In the first three letters, dated June 11, June 15, and June 18, 1944, he reported to his family that he was working in the boarding house kitchen and serving as a volunteer Sunday prayer leader. The fourth letter, dated August 5, 1944, seems to suggest he may have been working outdoors, as he referred to very long hours and losing money due to heavy rains keeping them from work. It is important to note that he said in the letter that "we" were losing money; he might have been speaking of his fellow workers generally. The letters are particularly instructive in that Martin Luther King, Jr. seemed eager to emphasize that he was working in the kitchen in June (perhaps it was a higher-status job). The fifth letter, dated August 30, 1944, makes no mention of work. From these letters, then, it can be concluded that in June 1944, Martin Luther King, Jr. was working in the kitchen of one of the boarding houses, not in the fields or barns, and that in August he *may* have been working in the fields or barns, but there is nothing to indicate which fields or barns. A request to Stanford University's Martin Luther King, Jr. Research and Education Institute for any additional 1944 letters or any 1947 letters is pending.

Heritage representatives also visited the Connecticut Valley Agricultural Museum (formerly the Luddy/Taylor Connecticut Valley Tobacco Museum) (CVAM), which holds an extensive collection of Cullman Bros./Culbro materials. These materials include a collection of employee identification cards that recorded to which field each worker was assigned. Unfortunately, these records were kept only up until 1939, and therefore failed to shed any light on Martin Luther King, Jr. during 1944 and 1947. CVAM also curates scrapbooks of "publicity" (newspaper articles and other items) related to Cullman Bros./Culbro that were collected for many years, including 1947, but not 1944. A review of the 1947 volume indicates that the musical activities of the Southern college students that year included a concert at the *Hartford Times* building in Hartford, but does not mention any of the singers by name. None of the collected materials mention where any of the groups of workers (ranging from the African American college students to Jamaicans to white high school girls from Florida) were assigned to live or work.

Heritage representatives also reviewed a 2001 archaeological report that included an appendix concerning potential Martin Luther King, Jr. connections in Simsbury (Banks and Lavin 2001). In that report, Banks and Lavin duplicated a 1991 *Hartford Courant* article that reported that Martin Luther King, Jr. lived in a wooden workers' dormitory off Firetown Road, and a local bank's newsletter from 1997 that contained an article about his stay in town that likewise also asserted that he "lived in a wooden dormitory off

Firetown Road.” Banks and Lavin also spoke to local historian Pamela McDonald who, in contrast to *the Hartford Courant* article, who told them she believed Martin Luther King, Jr. stayed at the Hoskins Road dormitory because he belonged to a Morehouse College singing group that performed in Hartford, and the Hoskins Road dormitory residents were the ones involved with that. McDonald’s assertion cannot be verified because she offered no source as to why she knew this was singing group’s residence. Thus, Banks’ and Lavin’s report offers conflicting information about where Martin Luther King, Jr. resided in 1944 and 1947, and offered with no convincing basis for choosing one option over the other. Finally, none of the material in Banks’ and Lavin’s 2001 report makes any reference in which fields or barns Martin Luther King may have worked might have worked in while being employed by Cullman Bros./Culbro.

In contrast, an online article prepared by the Simsbury Historical Society is very definite that the dormitory Martin Luther King, Jr. lived in during 1944 was “on Firetown Road near Barndoor Hills.” Importantly, the article also asserts that he worked in the fields adjacent to the Firetown Road dormitory. Regarding his 1947 stay, the Simsbury Historical Society article offers no information about his residence (Simsbury Historical n.d.). Similarly, an online article written by Dawn Byron Hutchins at *Connecticut Explored* specifies “A Morehouse dormitory was built on the Simsbury/Granby border in 1936; Martin Luther King Jr. spent the summers of 1944 and 1947 there” (Hutchins 2011). Based on the reference to the closeness of the Simsbury/Granby border, this article appears to be referencing the Firetown Road dormitory, which is closer to the identified town boundary than the dormitory along Hoskins Road well to the south. The article does not cite any specific source for this detailed information about the “Morehouse dormitory.” It is credible, however, that local informants would remember this dormitory as the one where the Morehouse College students stayed, thus leading to the various reports that it was the Firetown Road dorm that Martin Luther King, Jr. occupied. Again, however, there is no specific information in these sources about where he might have worked, only about where he lived.

According to a 2012 news article by Clennon L. King, the (volunteer) Simsbury Fire Department’s website at the time featured photographs of the burning dormitory and referred to the building as “the Morehouse Dormitory,” which similarly suggests that the college connection was well-known to local residents. This fire was a controlled burn undertaken as a firefighting exercise in 1984 (King 2012). The news article did not provide a link to the website, and the current version of the Simsbury Fire Department’s website no longer contains the information. Historical works about tobacco-growing in Connecticut mention the temporary importation of Southern African American college students and the participation of Martin Luther King, Jr. in that program, but it provides no specifics about his residence or work space. These resources also refer to workers being moved around the companies’ lands by truck or bus as the status of the crops required (Dunlap 2016, Harris 2005, O’Gorman 2002, Hall and Harvey 1995).

In sum, it seems clear that the information about Martin Luther King, Jr. staying at the Firetown Road dormitory is based on local memory. The weight of the historical evidence that could be discovered suggests any connection of Martin Luther King, Jr. to the dormitory on Hoskins Road is likely in error. In addition, in the absence of available work records or more specific information from his letters, it cannot be said for sure what work Martin Luther King, Jr. did while in Simsbury or where other than his duties the dormitory kitchen in June 1944. The only concrete fact that can be drawn from the available historical sources is that Martin Luther King, Jr., resided on Cullman Bros. land. In the absence of new information, where on those thousands of acres of land and numerous barns he worked remains unknown. Thus, an association between Martin Luther King, Jr. and the proposed project site, or any barns within it, could be made.

## References Cited

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Simsbury Historical Society

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Simsbury, Town of

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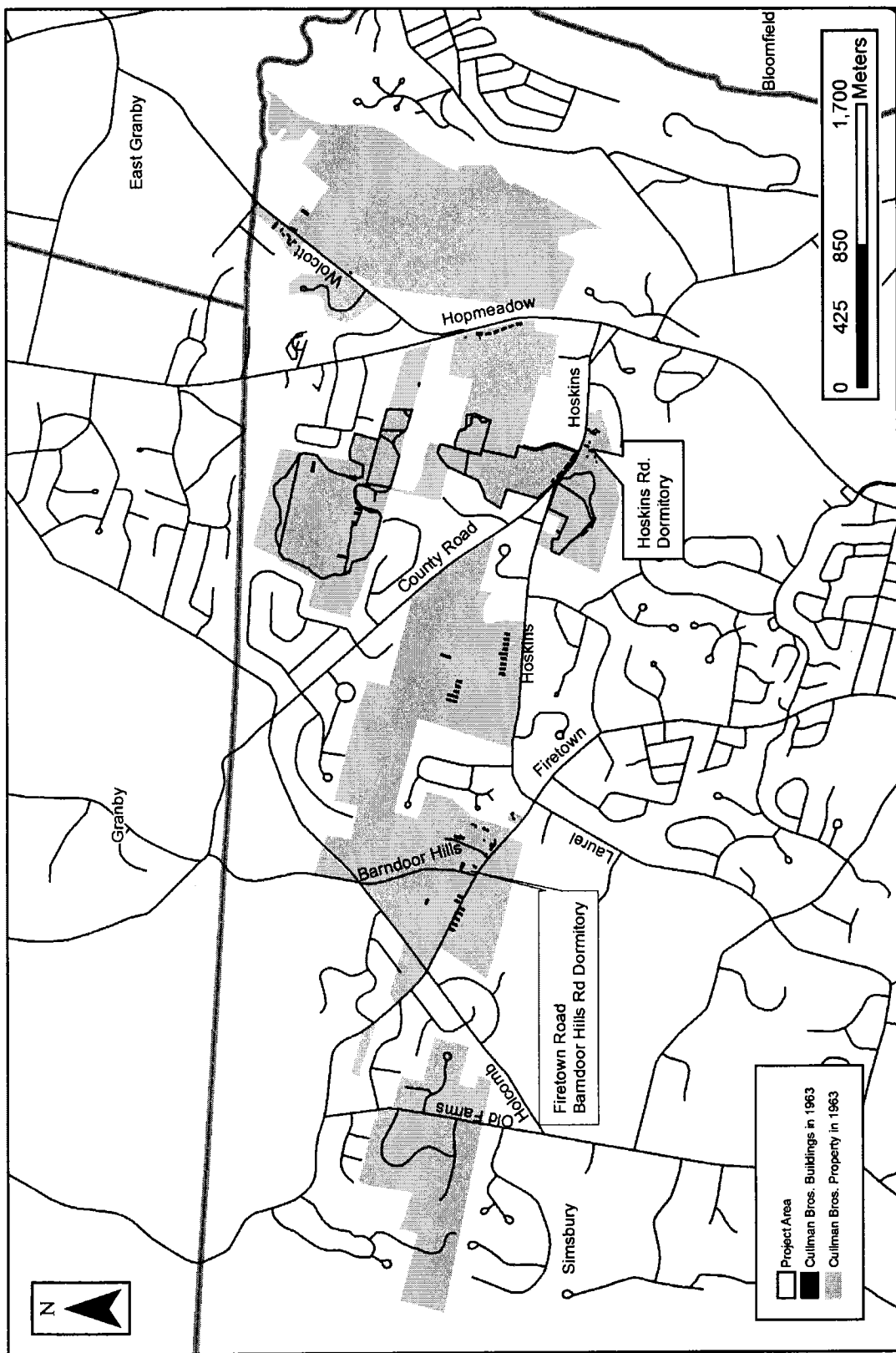


Figure 1. Digital map showing the locations of Cullman Brothers, Inc., lands and buildings in 1963 (map compiled from information on file at the Simsbury Town Hall).

## Exhibit D

## OPTION AGREEMENT

This **OPTION AGREEMENT** (the “**Agreement**”) effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **DWW SOLAR II, LLC**, a Delaware limited liability company, hereinafter referred to as “**Optionor**”, and **THE TOWN OF SIMSBURY**, a Connecticut municipality, hereinafter referred to as “**Optionee**”. Optionor and Optionee are sometimes collectively referred to herein, as the “**Parties**” and each as a “**Party**”.

### **WITNESSETH:**

WHEREAS, Optionor is the developer of a 26.4 MW AC solar photovoltaic array proposed to be located on certain real property that Optionor has an option to purchase located in the Hoskins Road area in Simsbury, Connecticut (the “**Project**”), the site of which is comprised of several parcels of land (collectively, the “**Property**”), which is more fully described on Exhibit A annexed hereto and made a part hereof; and

WHEREAS, Optionor and Optionee have executed a release and settlement agreement (the “**Settlement**”) concerning the Project in connection with an administrative appeal docketed with the Connecticut Superior Court as *Town of Simsbury v. Connecticut Siting Council et al.*, Docket No. HHB-CV18-6042321-S; and

WHEREAS, Optionor exercised its option to acquire the Property on \_\_\_\_\_, and is now the fee owner of the Property; and

WHEREAS, in the Settlement, along with additional consideration, Optionor agreed to grant an option to Optionee to purchase the Property for One Dollar (\$1.00) within six (6) months of (a) Optionee’s receipt of written notice from Optionor that Optionor permanently ceases use of the Property for the purpose of converting sunlight into electricity, or (b) ninety-nine (99) years from the date of the execution of this Agreement, whichever is earlier.

NOW, THEREFORE, in consideration of the promises exchanged pursuant to the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1.     **Grant of Option** In consideration of the payment of **ONE DOLLAR (\$1.00)**, and other valuable consideration made to the Optionor by the Optionee, the receipt of which is hereby acknowledged by Optionor, the Optionor does hereby grant and give to the Optionee, and Optionee accepts, the right and option to purchase the Property (the “**Option**”), upon the terms and conditions hereinafter set forth.

2.     **Term of Option** The Option shall expire six (6) months from the earlier of, (a) the date the Optionee receives written notice from the Optionor that Optionor permanently ceases use of the Property for the purpose of converting sunlight into electricity, or (b) ninety-nine (99) years from the date of the execution of this Agreement (the “**Option Period**”).



For purposes of this paragraph, “permanently ceases” means that Optionor has permanently terminated all operations concerning a facility generating a Class I renewable energy source, as defined as of October 19, 2018 by Connecticut General Statutes Sec. 16-1 (the “**Facility**”) (whether or not Connecticut General Statutes Sec. 16-1 is in effect) at the Property and has fully and permanently decommissioned all of its operations at the Property concerning the Facility. For the avoidance of doubt, “permanently ceases” does not include partial outages or temporary outages due, in whole or in part, to, among other things, force majeure, a casualty event, actions or inactions of a third party, equipment failures or repairs, or maintaining, constructing, reconstructing, erecting, installing, improving, replacing, relocating and/or removing from time to time, then existing, additional, replacement and/or new equipment or technologies concerning the Facility.

3. **Exercise of Option** The Option may be exercised by Optionee, if at all, only during the Option Period and only by delivery of written notice of exercise of the Option to Optionor at the addresses set forth in Section 5 below. The notice of exercise of the Option shall be in writing, signed by the Optionee and in substantially the following form:

“The Town of Simsbury (“Optionee”), acting herein by \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, hereby notifies you that it exercises its Option to purchase for ONE DOLLAR (\$1.00) the Property described in that certain Option Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, from you to Optionee. Optionee ratifies and confirms all provisions of the Option. Optionee represents that it has had no dealings or negotiations with any broker or agent in connection with the Property which are the subject of this Option.”

The date of the exercise of the Option shall be the date notice of the exercise of the Option by Optionee is given to Optionor by any of the methods provided in Section 5 below.

In the event that the Optionee does not elect to exercise its Option prior to the expiration of the Option Period, or the Optionee does not strictly comply with the requirements set forth above in order to exercise the Option, the Option shall, without any further affirmative action required, immediately be cancelled and terminated and no longer of any force or effect. If requested by the Optionor, the Optionee agrees to execute any appropriate documents in order to confirm such cancellation and termination of the Option at Optionor’s sole cost and expense.

4. **Closing Date and Conveyance** In the event that this Option is timely and properly exercised by Optionee, the sale and purchase pursuant to the terms of the Option shall be consummated and closed (hereinafter referred to as the “**Closing**”) by the Optionor and Optionee within thirty (30) days of the date Optionee exercised the Option. The Property is to be conveyed by a quit-claim deed executed by Optionor and running to Optionee, in the form annexed hereto as Exhibit B. It is expressly agreed to by the Parties, that any conveyance of the Property made by Optionor to the Optionee pursuant to this Agreement shall be on an “AS-IS”, “WHERE-IS” basis and without any representation or warranty, express or implied, of any kind made by Optionor to the Optionee.

5. **Notices** All notices to be given Optionor shall be in writing and delivered by

hand, or by nationally recognized overnight courier service or by certified mail, return receipt requested, addressed as follows:

To the Optionor at:

DWW Solar II, LLC  
c/o D.E. Shaw & Co. L.P.  
1166 Avenue of the Americas, 9<sup>th</sup> Floor  
New York, NY 10036  
Attn: \_\_\_\_\_

with a copy to:

Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103  
Attn: Lee D. Hoffman, Esq.

or at such other addresses as the Optionor shall from time to time designate by written notice to the Optionee by certified mail, return receipt requested or by nationally recognized overnight courier service.

All notices to be given to Optionee shall be in writing and delivered by hand or by nationally recognized overnight courier service or by certified mail, return receipt requested, addressed as follows:

If to Optionee:

Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070  
Attention: Town Manager

with a copy to:

Updike, Kelly & Spellacy, P.C.  
100 Pearl Street, 17<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Robert DeCrescenzo, Esq.

or at such other address as the Optionee shall from time to time designate by written notice to the Optionor.

6. **Place of Closing** The closing shall take place at the law offices of Updike, Kelly & Spellacy, P.C., 100 Pearl Street, 17<sup>th</sup> Floor, Hartford, Connecticut 06103, or at such other location as the Parties shall mutually designate.

7. **Recordation** This Agreement may be recorded in the land records at the expense of the Optionee. The Optionee shall execute and deliver to the Optionor a release in recordable form in the event this Option is terminated by Optionee prior to the end of the Option Period.

8. **Due Diligence** Upon Optionor sending written notice to Optionee that Optionor has permanently ceased use of the Property for the purpose of converting sunlight into electricity pursuant to Section 2(a) above, Optionor agrees to provide Optionee and Optionee's duly authorized agents and consultants with reasonable access to the Property to enable Optionee to inspect and examine the Property, take measurements, perform tests and for any other legitimate purpose. Optionee shall promptly repair any damage to the Property caused by such access and to restore the Property to a condition similar to that prior to the performance of any such inspection and examination. Optionee agrees to indemnify, defend and hold Optionor harmless from and against any and all claims, demands, actions, causes of action or other liabilities (including, without limitation, reasonable attorney's fees and disbursements) caused by Optionee, its agents and consultants in connection with such access. From such inspections and prior to the exercise of the Option, Optionee shall be entitled to: (i) obtain an engineering inspection and report including, without limitation, with respect to the availability of utilities with respect to the Property and the physical condition of the buildings and all improvements including, without limitation, the roof, structure, mechanical and utility systems; (ii) obtain a title report and survey of the Property; and (iii) review all tenancies relating to the Property.

9. **Miscellaneous**

a. The captions of this Option are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Option, or any interpretation or construction thereof. Any reference in this Option to the singular or to any gender shall similarly apply to the plural or to every other gender if and when the sense requires.

b. The terms and conditions contained in this Option shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators and assigns.

c. This Option and any and all exhibits annexed hereto and made a part of this Option constitute the entire agreement of the parties, and any and all other or prior agreements, representations or warranties are hereby terminated, cancelled and agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Option shall be effective unless in writing and signed by the parties. This Agreement may be amended upon the written agreement of the Parties.

d. The Parties represent and agree that all actions required by them to authorize and approve the execution, delivery and performance of the terms of this Agreement have been duly taken and the same shall constitute their valid and binding obligations. The Parties have the full power and authority to execute and deliver this Agreement. The undersigned represent that they have been duly authorized to enter into this Agreement on behalf of the Party on whose behalf he or she has signed.

e. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

f. It is understood by the Parties that TIME IS OF THE ESSENCE with regard to any provision contained in this Agreement which requires performance or a covenant to be kept by either party within a certain time frame.

g. This Agreement shall be governed by the law of the State of Connecticut. No conflicts of law rules of any state or country (including, without limitation, the conflicts of law rules of the State of Connecticut) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Connecticut.

h. If any provision of this Agreement or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

{no further text on this page; signature pages follow}

**In Witness Whereof**, we have hereunto set our hands and seals, and to a duplicate instrument of the same tenor and date, at \_\_\_\_\_, Connecticut, on the day and year first above mentioned.

Signed, Sealed and  
Delivered in the  
Presence of:

**OPTIONOR:**

DWW SOLAR II, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

STATE OF                    }  
                                      } ss.  
COUNTY OF                }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, [position], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same as his free act and deed and the free act and deed of the limited liability company for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

Signed, Sealed and  
Delivered in the  
Presence of:

**OPTIONEE:**

TOWN OF SIMSBURY

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CONNECTICUT}  
  } ss.  
COUNTY OF                        }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ [position], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as his free act and the free act and deed of the corporation for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

**EXHIBIT A**

[Legal Description of the Property]

**EXHIBIT B**

[Form of Quit-Claim Deed]



## Exhibit E



## Exhibit F



**Environmental Design & Research,**

Landscape Architecture, Engineering & Environmental Services, D.P.C.

217 Montgomery Street, Suite 1000, Syracuse, New York 13202  
P. 315.471.0688 • F. 315.471.1061 • www.edrdpc.com

July 27, 2018

DWW Solar II LLC  
c/o Ms. Aileen Kenney  
56 Exchange Terrace Suite 300  
Providence, RI 02903

**RE: Tobacco Valley Solar Farm  
EDR Project No. 17057**

Dear Ms. Kenney:

The following is a summary of the proposed visual screening plan for the Tobacco Valley Solar Project (the Project) completed by Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) on behalf of DWW Solar II, LLC (DWW). We believe the plan is responsive to the comments provided by Mr. James Rabbitt Director of Planning and Development at the Town of Simsbury during a meeting between Mr. Rabbitt, Gordon Perkins or EDR and Susan Moberg of VHB in Simsbury on April 6, 2018.

The attached plan sheets last revised 7/27/2018, 10 sheets depict the proposed visual screening plan. In general, the screening plan has been designed to minimize and mitigate perceived visual impacts of the Project by increasing setbacks and adding proposed plantings/screening techniques.

**Area 2A – Hoskins Road and County Road**

In this location the screening plan proposes to retain the two existing barns and construct a 2-foot to 3-foot berm with an evergreen and deciduous planting buffer between the barns. Additionally, a linear street tree arrangement will be planted along Hoskins Road. In earlier screening concepts, this buffer was made up of Crab Apple trees, in an effort to provide visual interest and reduce the potential for conflict with overhead wires. Mr. Rabbitt noted in the April 6 meeting, that the Town would prefer the use of Thundercloud Cherry Plum, but our subsequent research revealed that this plant may become invasive, is susceptible to disease, and may have a short life span. Alternatives to this tree could include Serviceberry and Crusader Hawthorn. Both are native species that would provide year-round visual interest and wildlife habitat.

Deciduous trees are proposed to be installed at 1 ½ inch caliper and evergreen trees will be between 5-7 feet tall at the time of installation. Trees of this size are ideal for reducing transplanting stress, increased survival rates, and better establishment in new soils.

The berm will consist of an undulating landform between the two existing barns on Hoskins Road. This berm will not conflict with the existing grades around the barns or substantially modify site drainage patterns. Additionally, a low cedar post fence will follow the foot of the berm to provide a human scale element closer to Hoskins Road (Sheets 1 and 2 of 10).

( Landscape Architecture • Civil Engineering • Regulatory Compliance • Ecological Resource Management  
Cultural Resource Management • Visual Impact Assessment • Community Planning • Golf Course Architecture )

#### **Area 2B – Hoskins Road**

In this location, DWW is proposing in-fill planting to reinforce the existing, healthy stand of White Pine which currently provides partial screening of the Project site. This will include a continuation of the street tree plantings found in Area 2A, as well as additional evergreen and deciduous trees and shrubs to provide year-round visual interest and screening of the Project (Sheet 3 of 10). A berm is not deemed necessary at this location because of the considerable difference in elevation between the road and the site which already provides an obstruction of views into the site for westbound vehicles. Mr. Rabbitt concurred with this assessment regarding the berm.

#### **Area 4 – County Road**

At Mr. Rabbitt's request, the plan includes the installation of a residential-scale entrance to the solar facility. This will include 3 small sections of cedar fence (Sheet 10 of 10) with integrated plantings of Northern Bayberry and Red Chokeberry, which are small shrubs (5-10 feet) that will provide year-round visual interest. Additionally, a gate (examples on Sheet 10 of 10), will be installed approximately one vehicle length from the road to provide a safe pull off from County Road for entering/exiting vehicles.

Additionally, the existing hedgerow along County Road and along the abutting properties will be reinforced with a mix of evergreen and deciduous trees to increase the screening between viewers and the Project (Sheet 4 and 5 of 10).

#### **Areas 5, 6, and 7 – Howard and Gordon Streets and Knollwood Circle**

Adjacent to these neighborhoods, the plan incorporates a dense planting scheme which, in time, will provide a visual buffer between the Project and abutting residents. This will include native evergreen and deciduous species that will provide wildlife and cover, visual screening, and year-round visual interest (Sheet 6 of 10). Larger species such as Colorado Blue Spruce and Eastern Red Cedar will provide a backdrop to smaller species such as Northern Bayberry, Fragrant Sumac, Mountain Laurel, and Red Chokeberry. Additionally, deciduous trees such as Swamp Oak and Service Berry and Crusade Hawthorn will add variety and habitat to the planted buffer.

#### **Area 8 – County Road and Litchfield Drive**

This location includes the Project entry and construction access road. As described above at Area 4, at this location the plan incorporates a residential scale entrance and gate to soften the look of the entry road. Additionally, during construction, a temporary 5-6-foot-tall construction screen will be installed between the access road and the abutting properties as shown on Sheet 1. Examples of the temporary fence are provided on Sheet 10. The existing vegetative buffer along the site access road will be evaluated to determine the need for additional evergreen tree plantings to minimize lines of sight toward the proposed Project from the adjacent residents on Litchfield Drive.

It is important to note that the traffic during construction will be split between the temporary entrance on Hoskins Road and this entrance. Additionally, construction is expected to occur over a period of 6-8 months, so any potential construction-related visual impacts will be of relatively short duration.

#### **Area 9 – Berkshire Way**

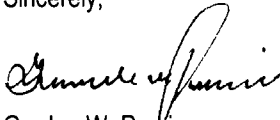
In this location, there is a 200-foot existing vegetated buffer which will be left intact throughout the duration of the Project construction and operation. The clearing of vegetation in this area does not include grubbing (the removal of

Aileen Kenney  
July 27, 2018

stumps) due to the potential archeological sensitivity of this location. For the same reasons, trees and shrubs cannot be planted in this location since this soil disturbance may impact the potential archaeological resources. However, it can be anticipated that opportunistic understory growth will take advantage of the increased light exposure resulting from canopy removal. The screening plan incorporates management of this understory growth to selectively promote native species of shrubs, which will provide an additional level of Project screening. Off-site mitigation at the two closest abutting properties on Berkshire Way may ultimately be a more effective visual screen as previously discussed with abutters.

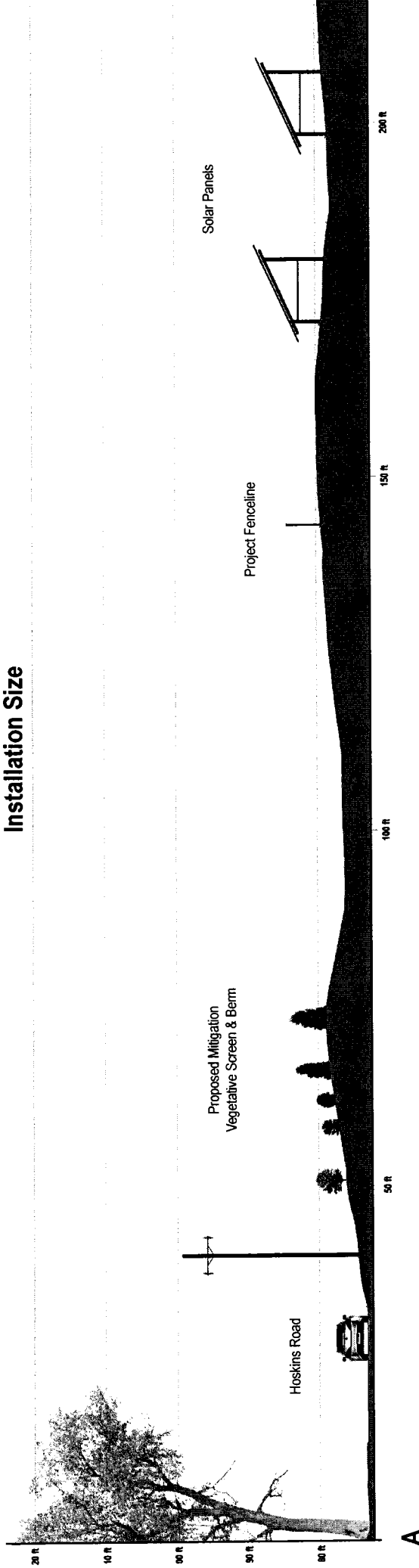
As recommended by the Town for use adjacent to the above-described mitigation plantings, the plan includes black vinyl coated chain link fence (rather than galvanized fencing) for required perimeter security fencing. Examples of the use of this material at an existing solar facility in upstate New York are provided on Sheet 10.

Sincerely,

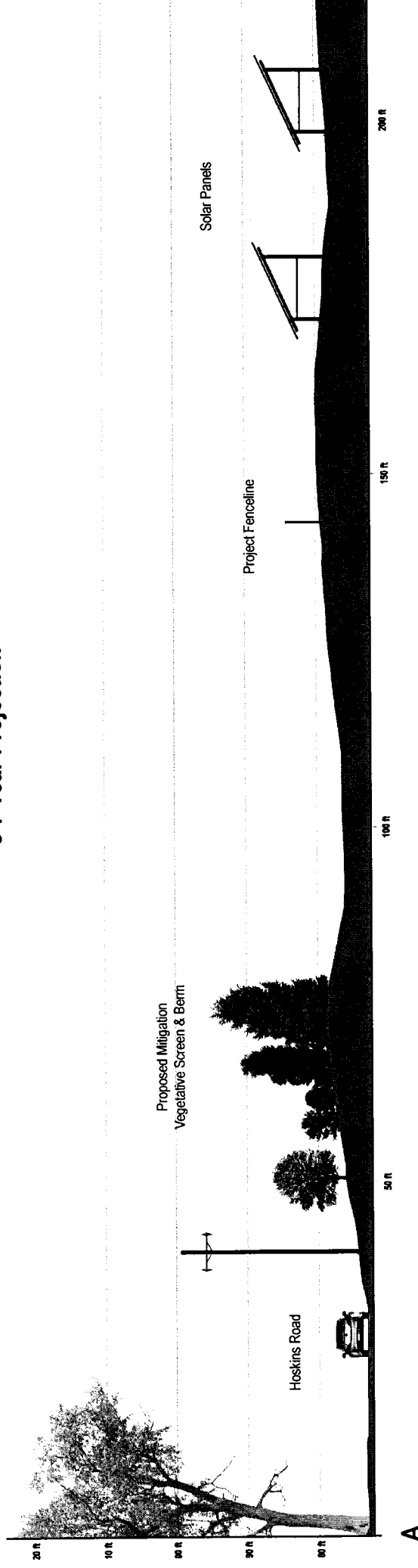


Gordon W. Perkins  
Senior Project Manager/Visualization Specialist

## Installation Size

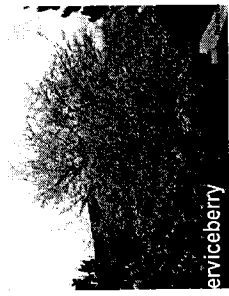


## 5-7 Year Projection





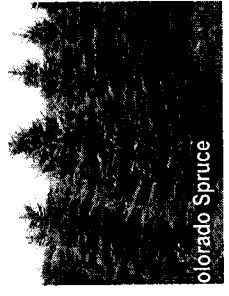
PLANT LIST							
KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	TYPE	SPACING	MATURE HT.	MATURE WIDTH
1	AMELANCHIER CANADENSIS	SERVICEBERRY	6-7 HT.	DBL	AS SHOWN	25'-30'	15'-20'
2	QUERCUS CRUS-GALLI NERANS CRUSGALLI	CRUSAIDER HAWTHORN	1-2' CAL	DBL	AS SHOWN	15'-20'	12'-15'
3	PICEA PUMILICA	COLORADO SPRUCE	6-7 HT.	DBL	AS SHOWN	30'-60'	10'-20'
4	THUJA PLICATA GREEN GIANT	GREEN GIANT WESTERN RED CEDAR	5-6 HT.	DBL	AS SHOWN	50'-70'	15'-20'
5	AMPELUS VIRGINIANA	EASTERN RED CEDAR	5-6 HT.	DBL	10' ON-CENTER	25'-30'	10'-12'
6	SAULALATIFOLIA KEEPSAME	KEEPSAME MOUNTAIN LAUREL	30'-35' HT.	DBL	8' ON-CENTER	4'-5'	5'-8'
7	ILEX GLABRA	INKBERRY	18'-24' HT.	DBL	6' ON-CENTER	5'-6'	5'-8'
8	ARONIA ARBUTICOLA	RED CHOKEBERRY	18'-24' HT.	DBL	8' ON-CENTER	7'-10'	3'-5'



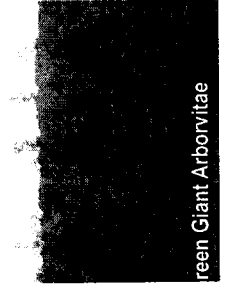
Serviceberry



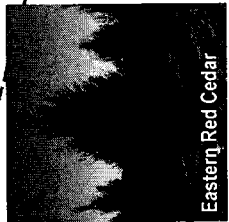
Crusaider Hawthorn



Colorado Spruce



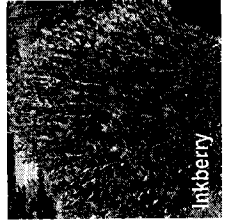
Green Giant Arborvitae



Eastern Red Cedar



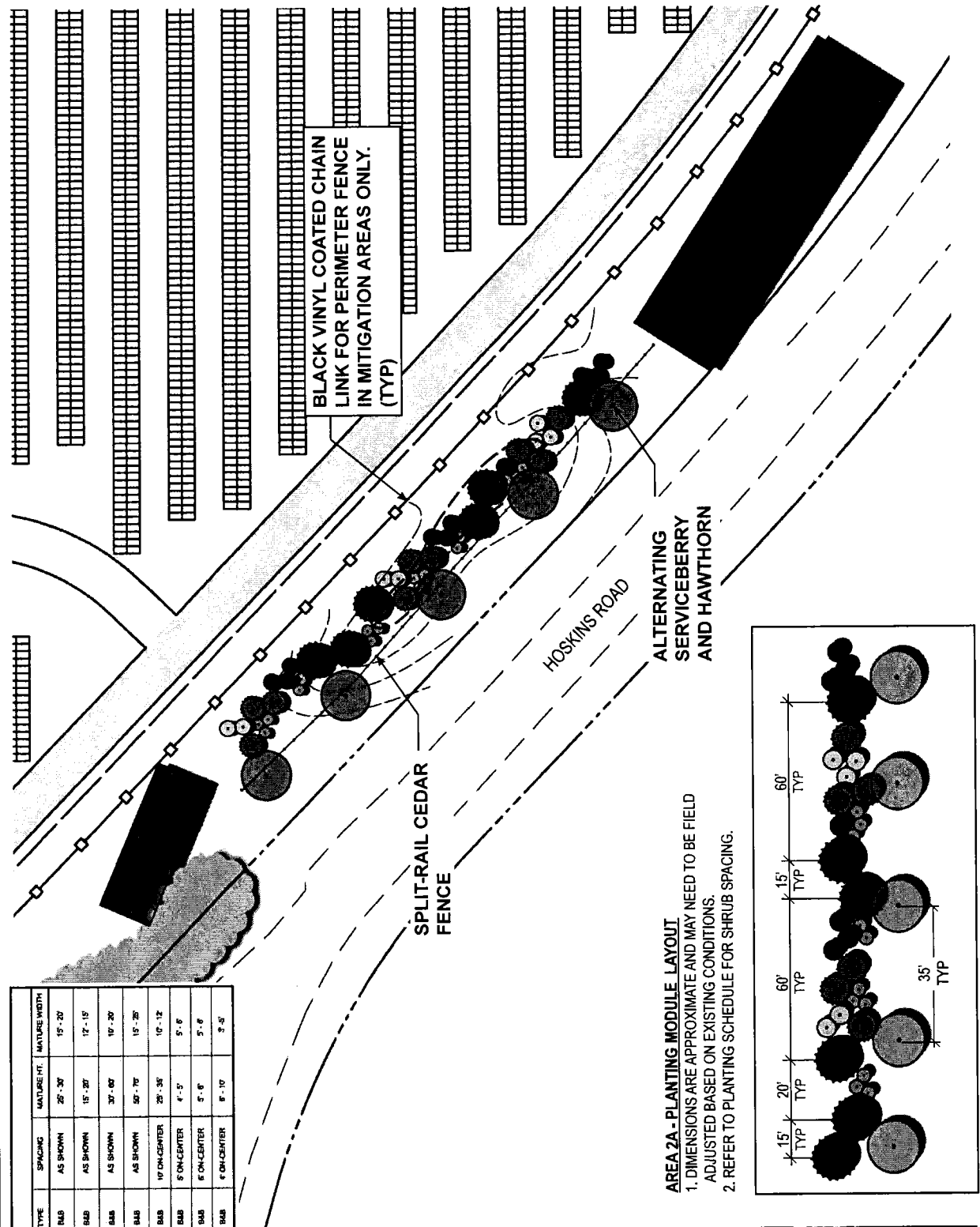
Mountain Laurel



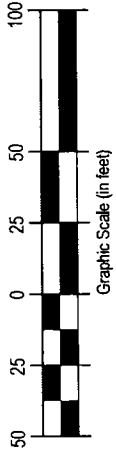
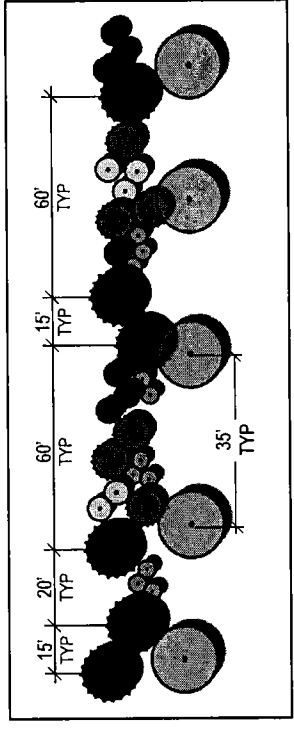
Inkberry



Red Chokeberry



**AREA 2A - PLANTING MODULE LAYOUT**  
 1. DIMENSIONS ARE APPROXIMATE AND MAY NEED TO BE FIELD ADJUSTED BASED ON EXISTING CONDITIONS.  
 2. REFER TO PLANTING SCHEDULE FOR SHRUB SPACING.



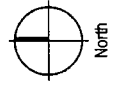
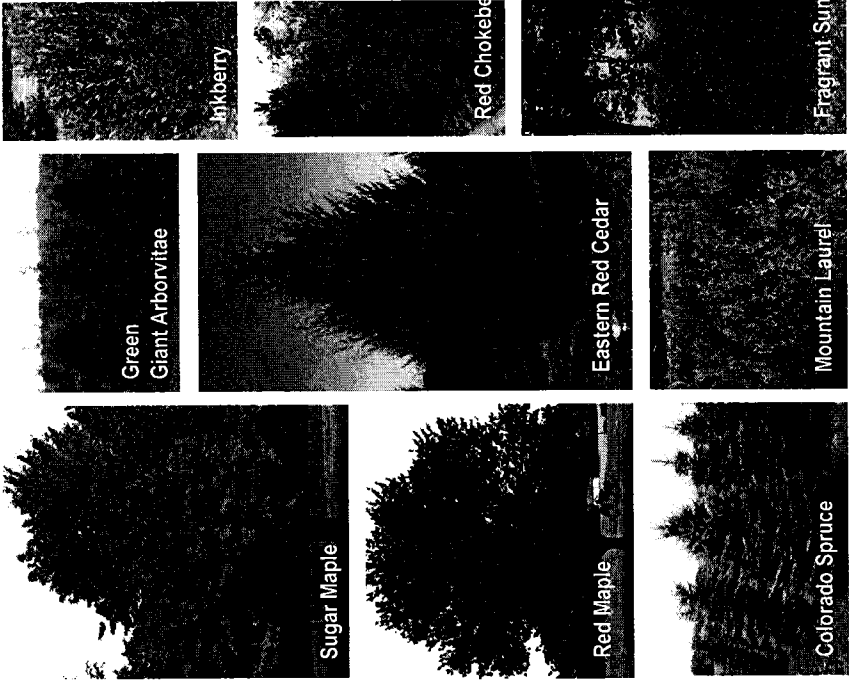
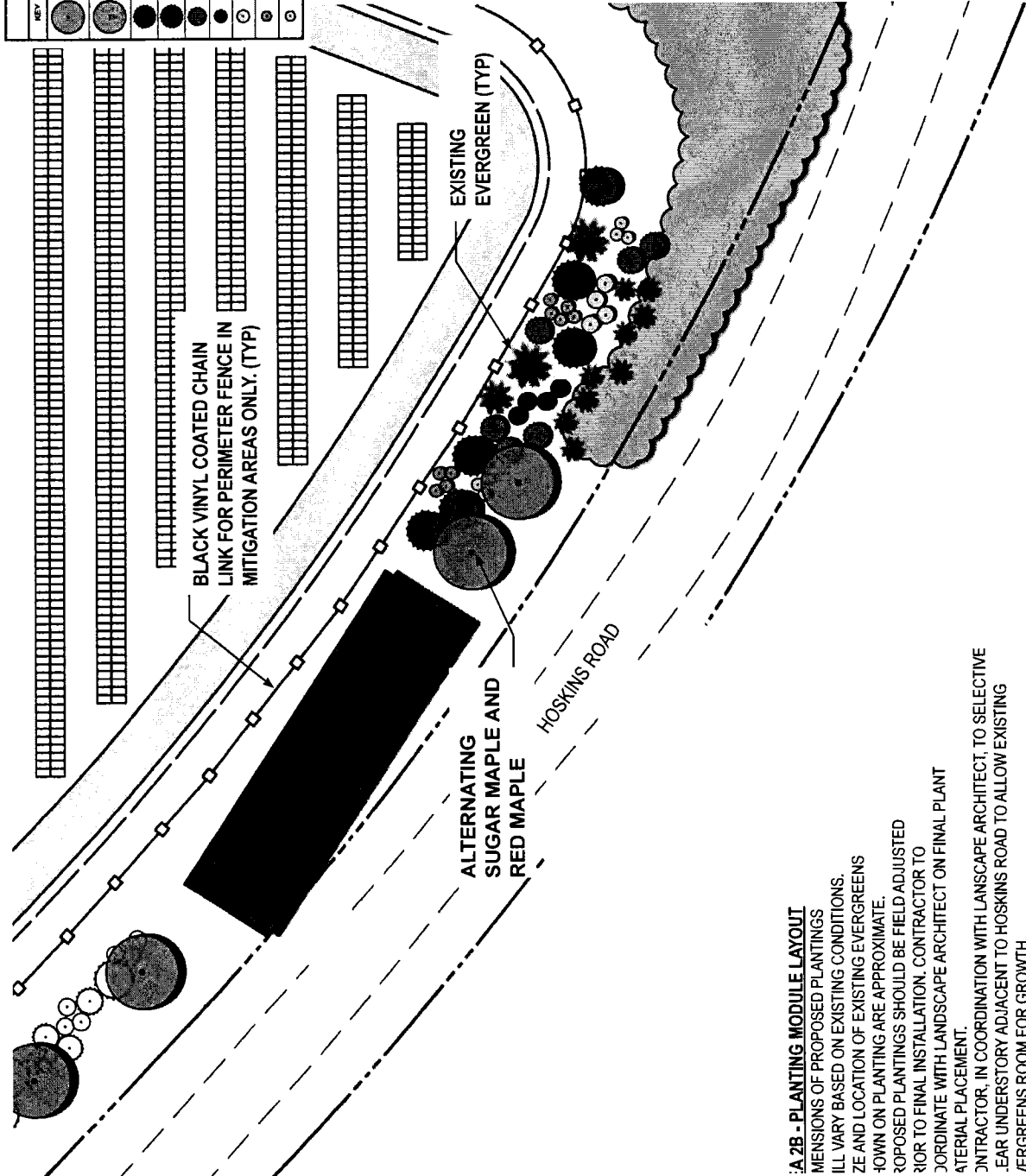




## Tobacco Valley Solar Project

Town of Simsbury, Hartford County, Connecticut

KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	TYPE	SPACING	MATURE HT.
●	ACER RUBRUM OCTOBER GLORY	RED MAPLE	3" CAL	B&B	AS SHOWN	40' - 50'
●	ACER SACCHARUM LEGACY	SUGAR MAPLE	3" CAL	B&B	AS SHOWN	40' - 50'
●	PICEA MUGENS	COLORADO SPRUCE	6" - 7" HT	B&B	AS SHOWN	30' - 50'
●	THILIA PLICATA GREEN GIANT	GREEN GIANT WESTERN RED CEDAR	5" - 6" HT	B&B	AS SHOWN	50' - 70'
●	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	5" - 6" HT	B&B	10' ON-CENTER	25' - 35'
●	KALIA LATIFOLIA RESPONSE	KEEPSAKE MOUNTAIN LAUREL	30" - 36" HT	B&B	5' ON-CENTER	4' - 5'
○	ILEX GLABRA	HAWK BERRY	18" - 24" HT	B&B	6' ON-CENTER	5' - 8'
○	ACONIA ARBUTIFOLIA	RED CHOKEBERRY	18" - 24" HT	B&B	4' ON-CENTER	6' - 10'
○	PRUNUS AROMATICA	FRAGRANT SUMAC	18" - 24" HT	B&B	8' ON-CENTER	2' - 5'



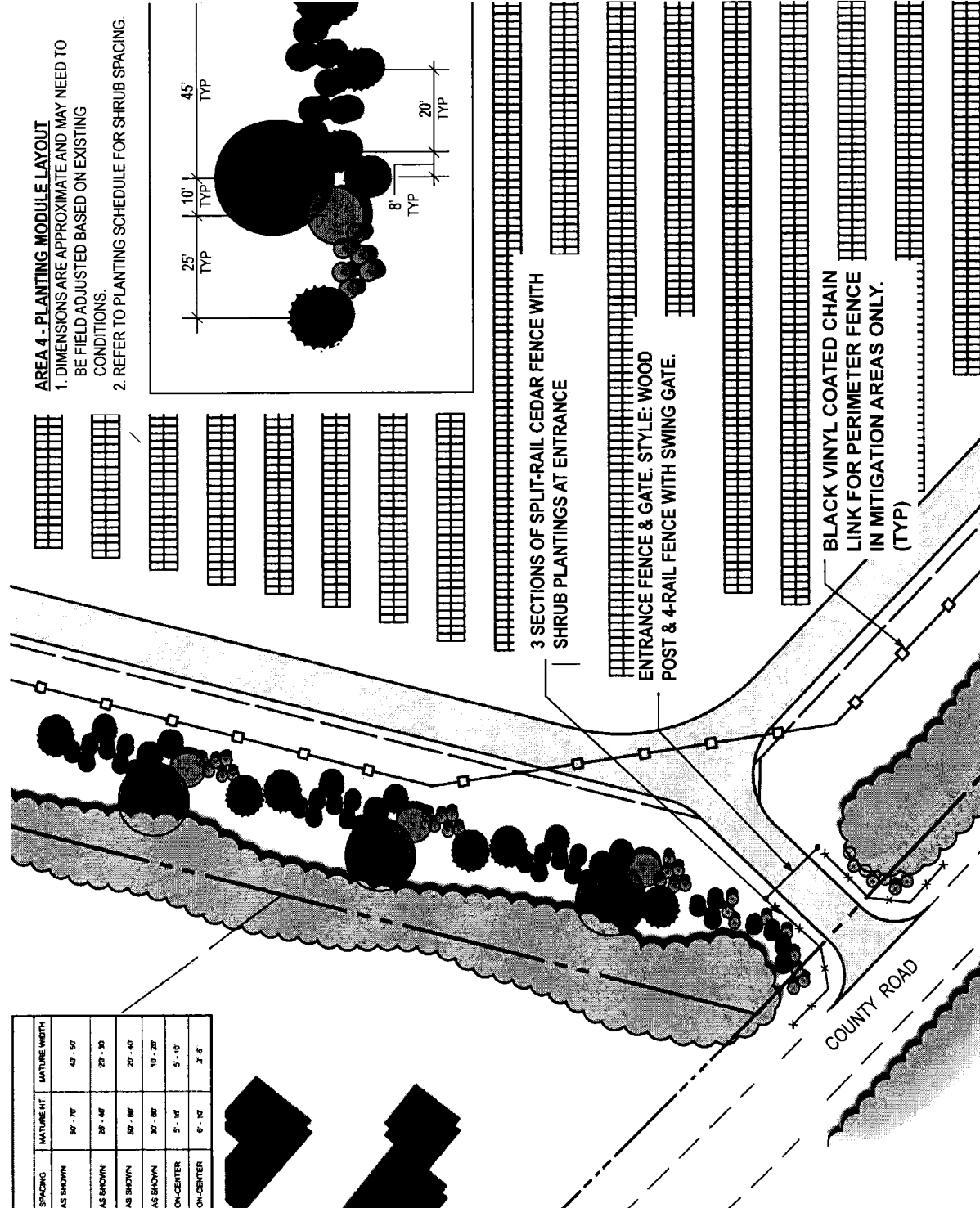
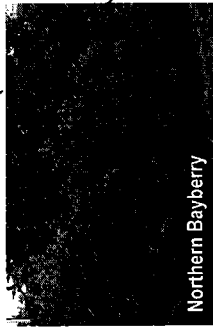
**Area 2B - Planting Module Layout**

Dimensions of proposed plantings will vary based on existing conditions. Size and location of existing evergreens shown on plantings are approximate. Proposed plantings should be field adjusted prior to final installation. Contractor to coordinate with landscape architect on final plant material placement.

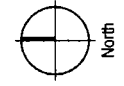
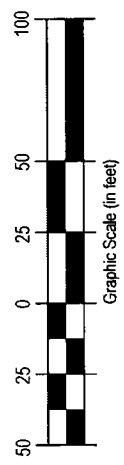
Contractor, in coordination with landscape architect, to selective clear understory adjacent to Hoskins Road to allow existing evergreens room for growth.

Refer to planting schedule for shrub spacing.

PLANT LIST						
KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	TYPE	SPACING	MATURE HT.
●	QUERCUS COCCINEA	SCARLET OAK	1 1/2" CAL	B&B	AS SHOWN	60' - 70'
●	DESTROYA VIRGINIANA	EASTERN HOPHORNBEAM	1 1/2" CAL	B&B	AS SHOWN	25' - 40'
●	PRUNUS STROBUS	EASTERN WHITE PINE	6" - 7" HT	B&B	AS SHOWN	50' - 60'
●	PICES PLANKENS	COLORADO SPRUCE	6" - 7" HT	B&B	AS SHOWN	30' - 60'
●	MORELLA BAYRICOLA PENNSYLVANICA	NORTHERN BAYBERRY	30" - 36" HT.	B&B	# ON-CENTER	5' - 10'
●	ARONIA ARNICA	RED CHOKEBERRY	18" - 24" HT.	B&B	# ON-CENTER	6' - 10'

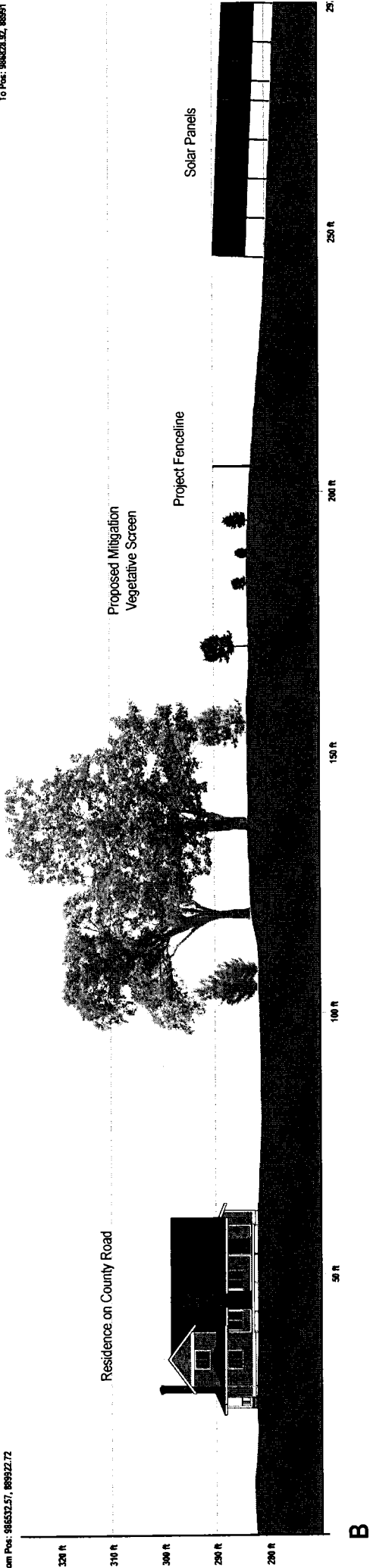


**AREA 4 - PLANTING MODULE LAYOUT**  
 1. DIMENSIONS ARE APPROXIMATE AND MAY NEED TO BE FIELD ADJUSTED BASED ON EXISTING CONDITIONS.  
 2. REFER TO PLANTING SCHEDULE FOR SHRUB SPACING.

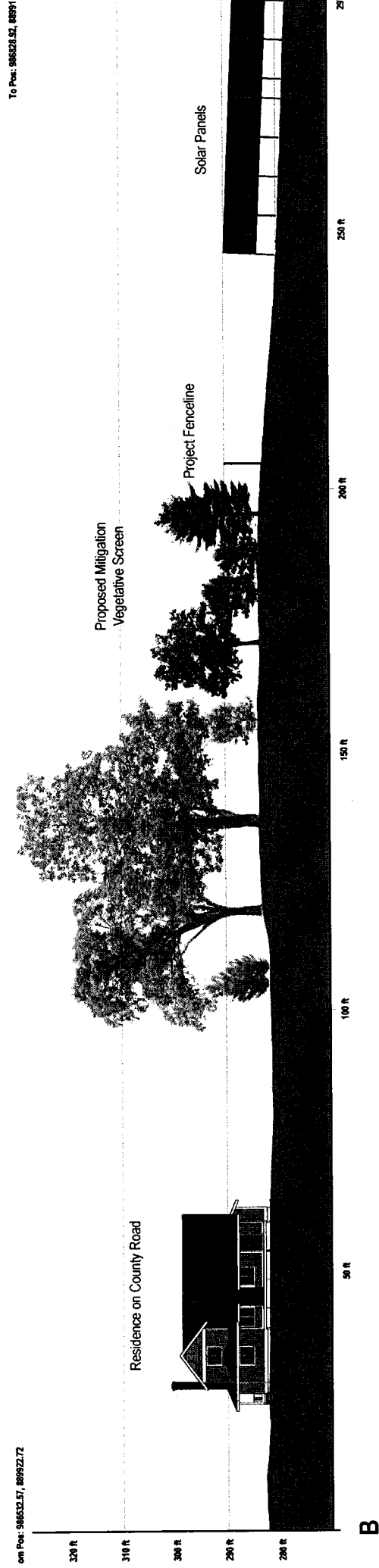


**Area 4 - Proposed Planting Module**  
 Original Date: 4/6/2018  
 Revision Date: 7/27/2018  
 EDR Project Number: 17057

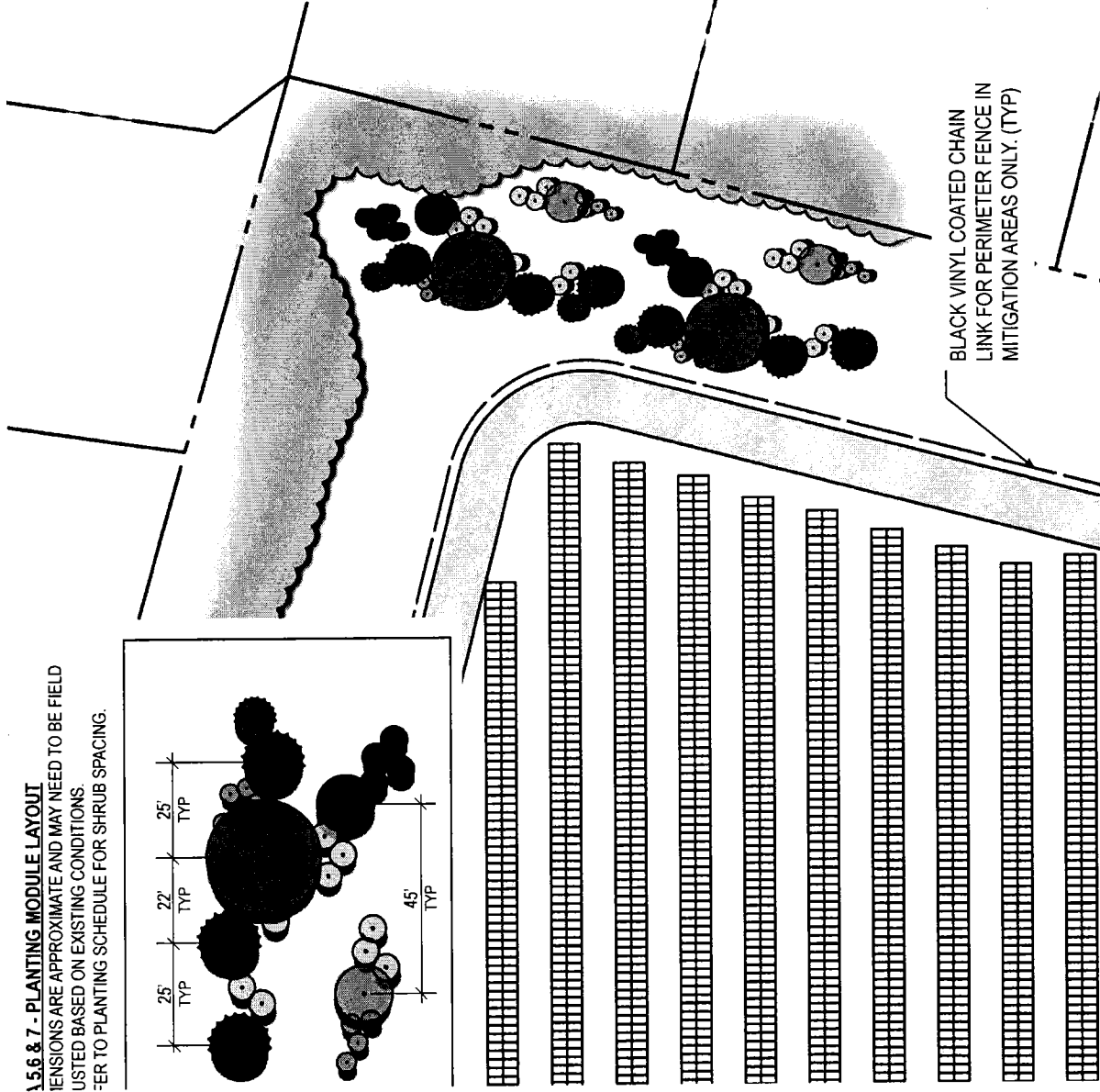
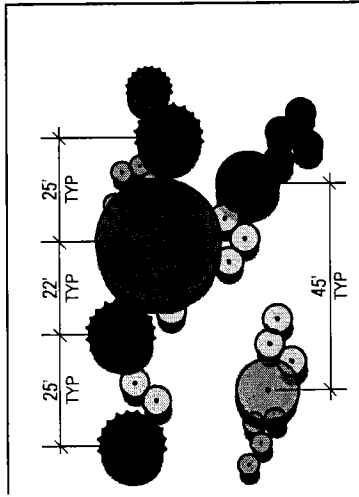
## Installation Size



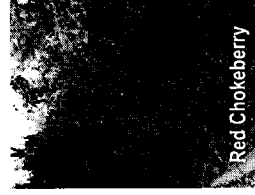
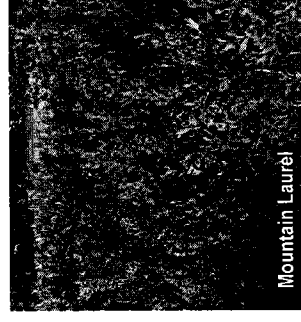
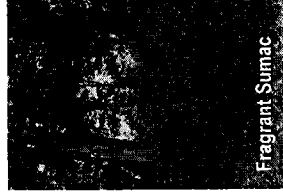
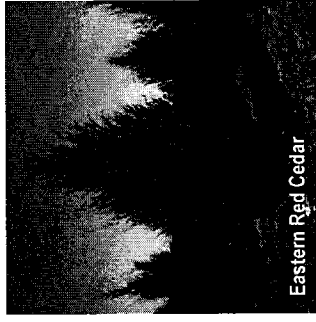
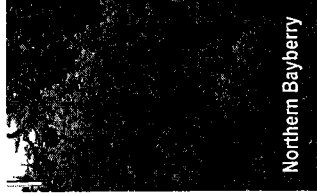
## 5-7 Year Projection



**Area 5,6 & 7 - Planting Module Layout**  
 Dimensions are approximate and may need to be field  
 used based on existing conditions.  
 Refer to planting schedule for shrub spacing.



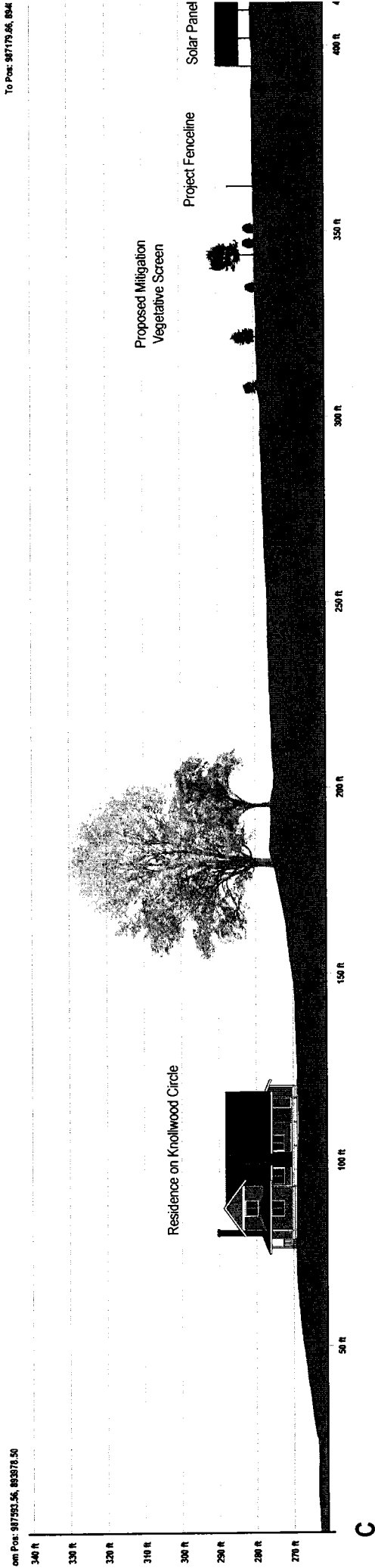
PLANT LIST						
KEY	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	TYPE	SPACING	MATURE HT.
●	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL	DBB	AS SHOWN	50' - 60'
●	AMELANCHIER CANADENSIS	SERVICEBERRY	6" FT.	DBB	AS SHOWN	25' - 30'
●	COXYALOUX CRUS GALLI AEGRUS CRUSAUER	CRUSADE HAWTHORN	1 1/2" CAL	DBB	AS SHOWN	15' - 20'
●	PICEA PUNGENS	COLORADO SPRUCE	6" FT.	DBB	AS SHOWN	30' - 60'
●	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	5" - 6" HT.	DBB	10' ON-CENTER	25' - 30'
●	KALIA LATIFOLIA KERSPANE	KERSPANE MOUNTAIN LAUREL	30" - 36" HT.	DBB	5' ON-CENTER	4' - 5'
○	MOORELLA MYRTICA PENNSYLVANICA	NORTHERN BAYBERRY	30" - 36" HT.	DBB	8' ON-CENTER	5' - 10'
○	RALIS ARDMATICA	FRAGRANT SUMAC	18" - 24" HT.	DBB	6' ON-CENTER	2' - 6'
○	ARDONIA ARBUTIFOLIA	RED CHOKEBERRY	18" - 24" HT.	DBB	4' ON-CENTER	6' - 10'



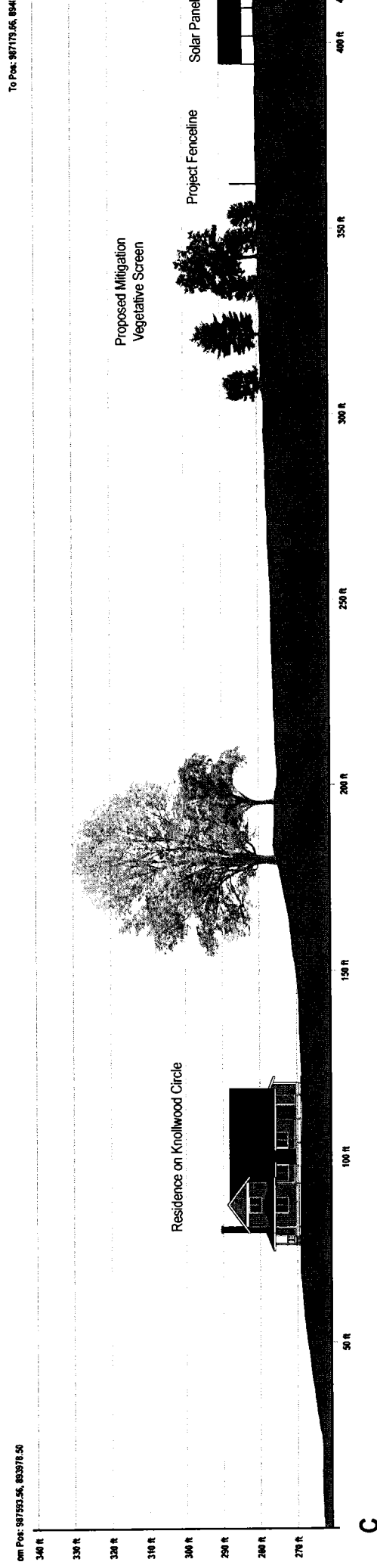
## Area 5,6 & 7 - Proposed Planting Module

Original Date: 4/6/2018  
 Revision Date: 7/27/2018  
 EDR Project Number: 17057

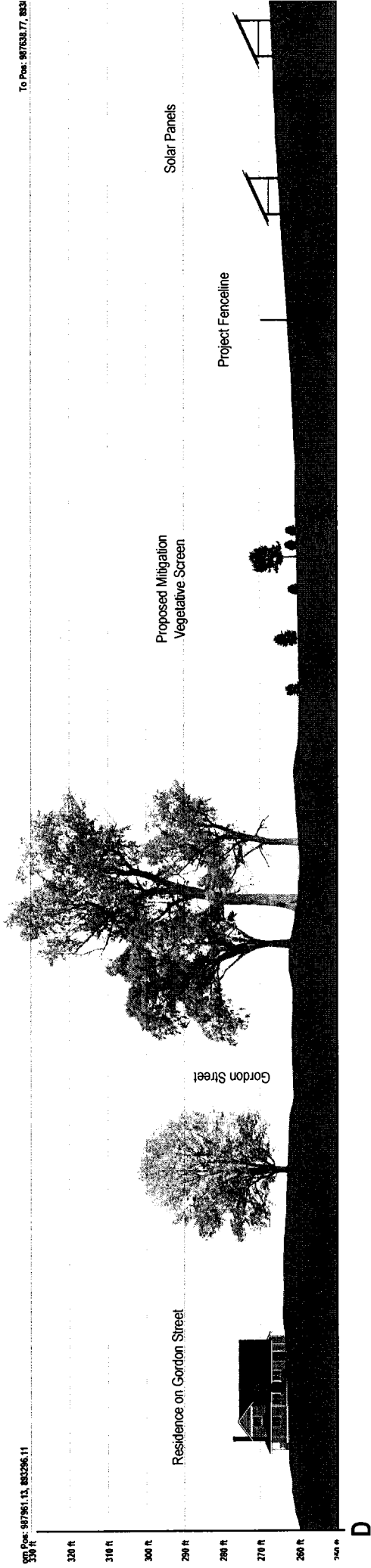
# Installation Size



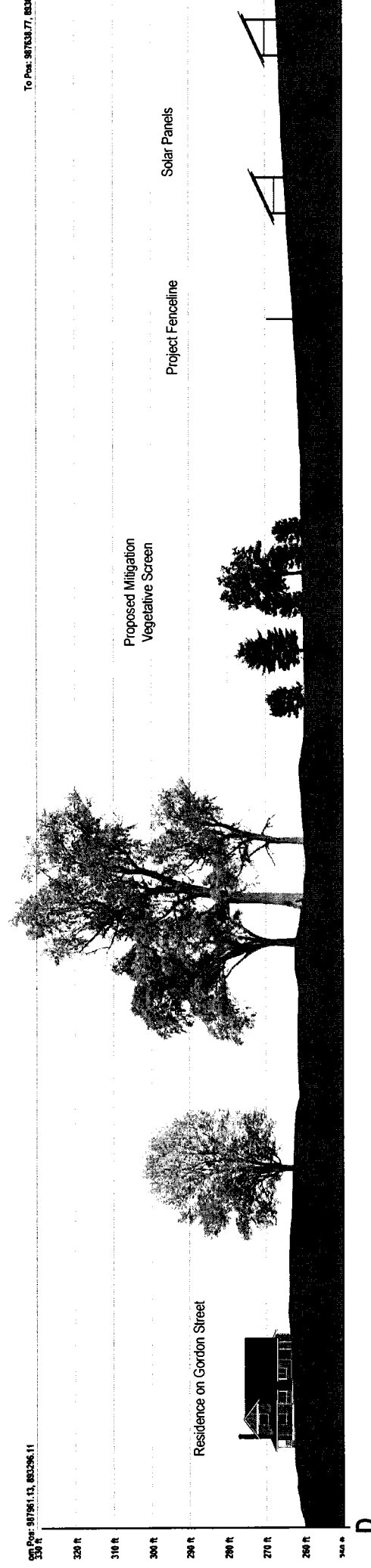
# 5-7 Year Projection



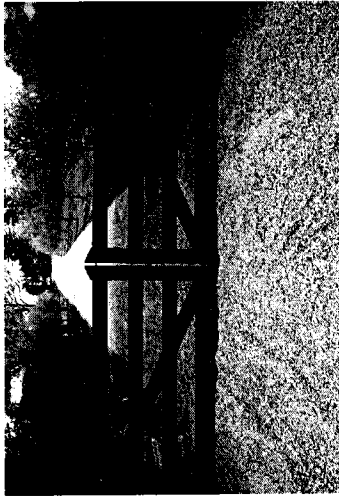
# Installation Size



# 5-7 Year Projection







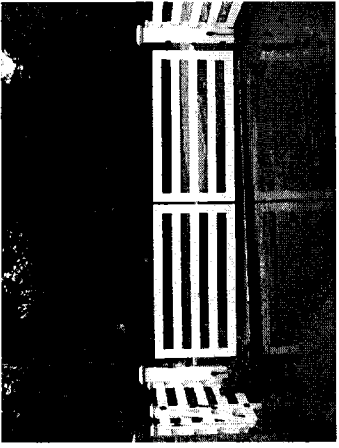
Residential Scale Gate (Areas 4 & 8)



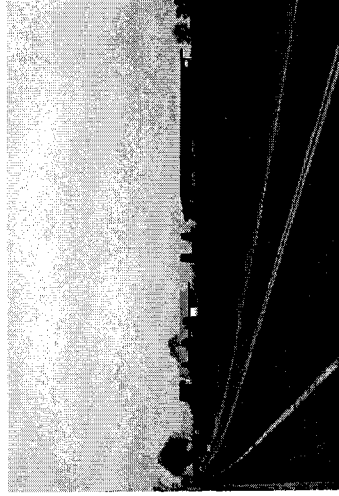
Entry - Roadside Treatment (Areas 4 & 8)



Residential Scale Gate (Areas 4 & 8)



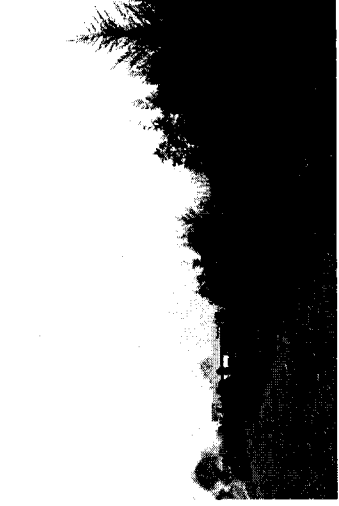
Residential Scale Gate (Areas 4 & 8)



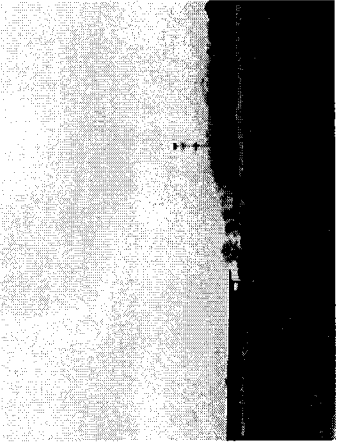
Existing Solar Site Mitigation - Year 3



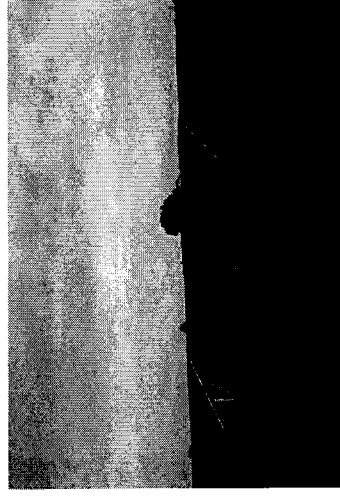
Existing Solar Site Mitigation - Year 3



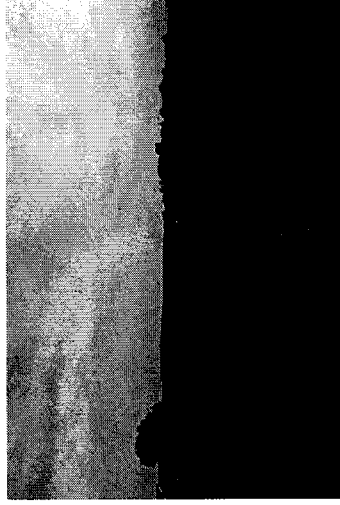
Existing Solar Site Mitigation - Year 3



Existing Solar Site Mitigation - Year 3



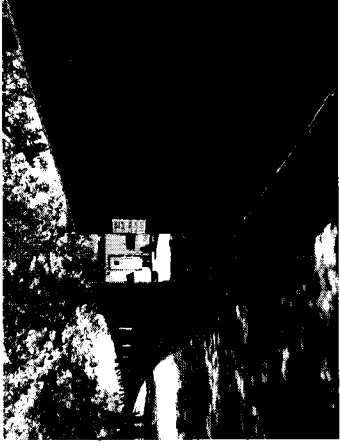
Black Vinyl Coated Fence on Existing Solar Site



Black Vinyl Coated Fence on Existing Solar Site



Mowed Walking Path



Temporary Construction Screen (Area 8)



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

### View Location

Orientation: Northwest  
Location: Hoskins Road

Project layout is preliminary and  
to minor modifications.



Acco Valley Solar  
of Simsbury, Hartford County, Connecticut  
Point 36: View Northwest from Hoskins Road, Simulation - Single Axis Tracker Panel, Prior to Mitigation

**Simulation Information**

**Photograph Data**

Date Taken: May 24, 2017

**Camera Information**

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

**View Location**

Orientation: Northwest

Location: Hoskins Road



## Simulation Info

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

### View Location

Orientation: Northwest

Location: Hoskins Road

Project layout is preliminary and  
to minor modifications.



Photograph Data

Date Taken: May 24, 2017

Camera Information

Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

View Location

Orientation: East  
Location: Hoskins Road



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

### View Location

Orientation: Northwest

Location: Hoskins Road

Project layout is preliminary and  
to minor modifications.



## Proposed Conditions Simulation - Prior to Mitigation

### Simulation Information

#### Photograph Data

Date Taken: May 24, 2017

#### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

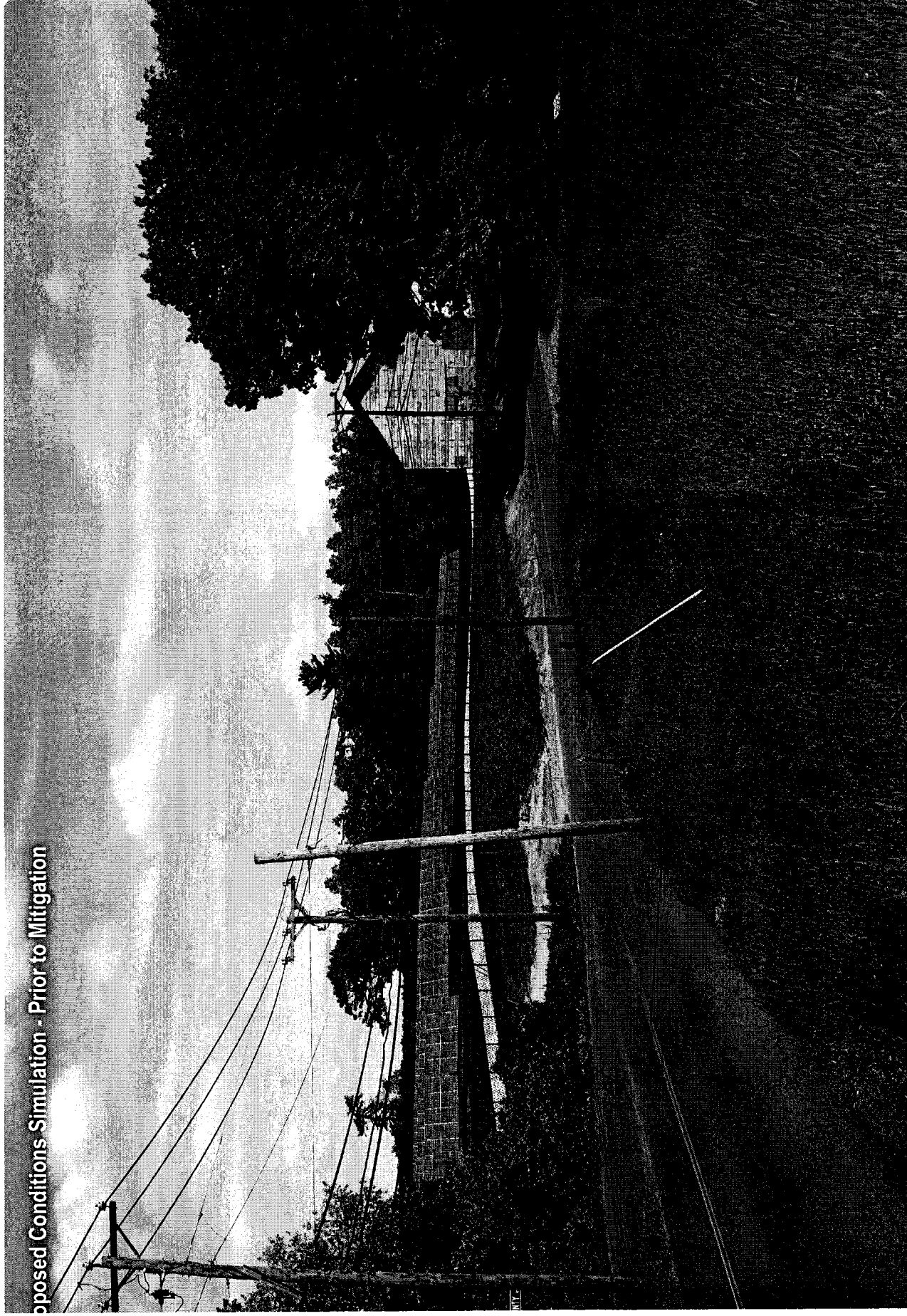
Camera Height: 5'

#### View Location

Orientation: East

Location: Hoskins Road

Project layout is preliminary and  
to minor modifications.



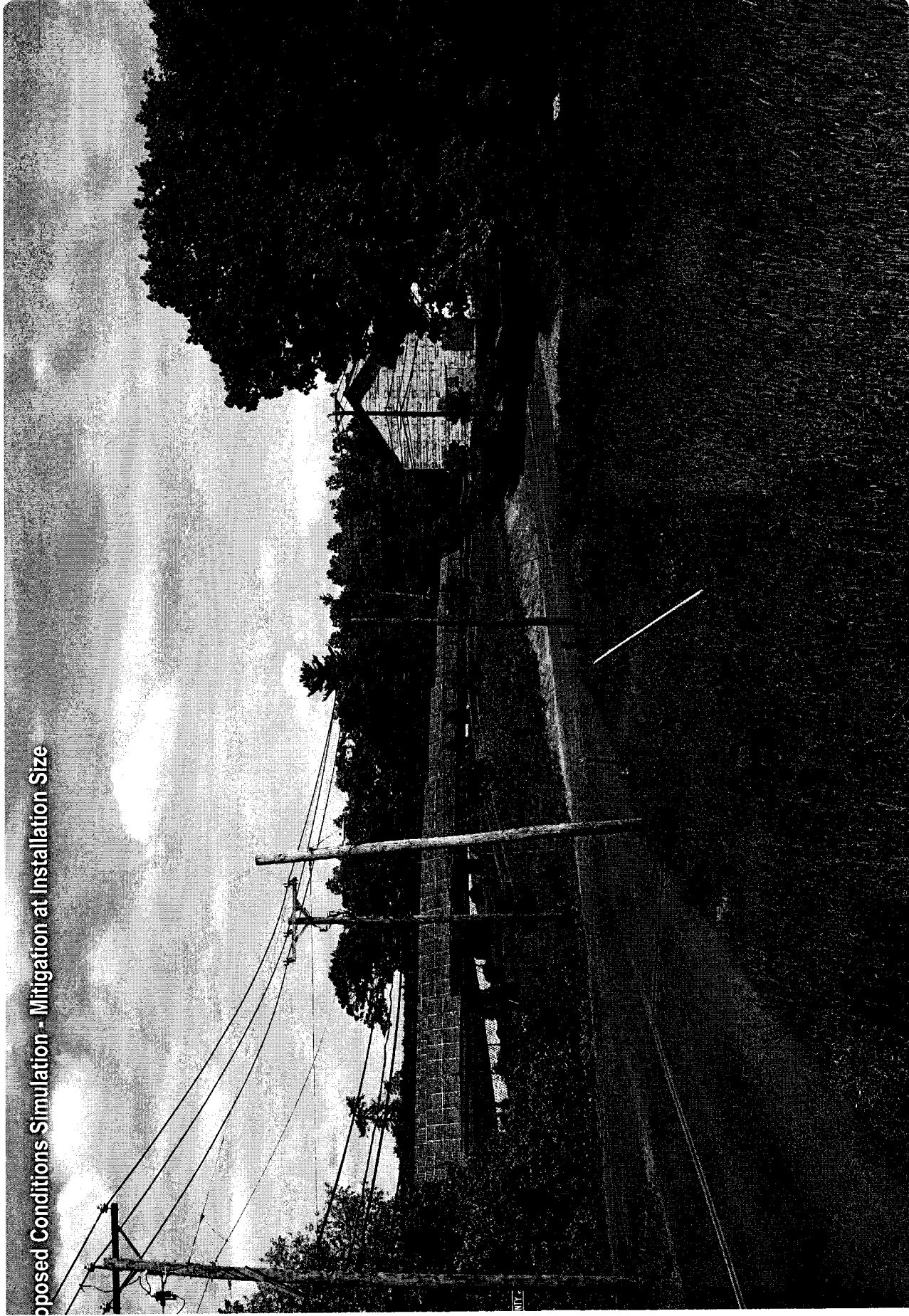
cco Valley Solar

of Simsbury, Hartford County, Connecticut

oint 36: View East from Hoskins Road - Simulation - Single Axis Tracker Panel, Prior to Mitigation



## Proposed Conditions Simulation - Mitigation at Installation Size



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

### View Location

Orientation: East

Location: Hoskins Road

Project layout is preliminary and to minor modifications.

The projected growth of plants in this simulation is an estimate, based on site specific conditions and climate are all unpredictable and could stunt or slow the growth of The condition represented in this not take into account, the potential growing conditions or variation in growth rates, form, or structure.

## Proposed Conditions Simulation - 5-Year Mitigation Projection

### Simulation Info

#### Photograph Data

Date Taken: May 24, 2017

#### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

#### View Location

Orientation: East

Location: Hoskins Road

Project layout is preliminary and to minor modifications.

The projected growth of plants in this simulation is an estimate, based on growth rates. Site specific conditions and climate are all unpredictable and could start or slow the growth of plants. The condition represented in this simulation is not take into account, the potential for growing conditions or variation in growth rates, form, or structure.



cco Valley Solar

of Simsbury, Hartford County, Connecticut

oint 36: View East from Hoskins Road - Simulation - Mitigation Concept - Year 5

8 of 14



Photograph Data

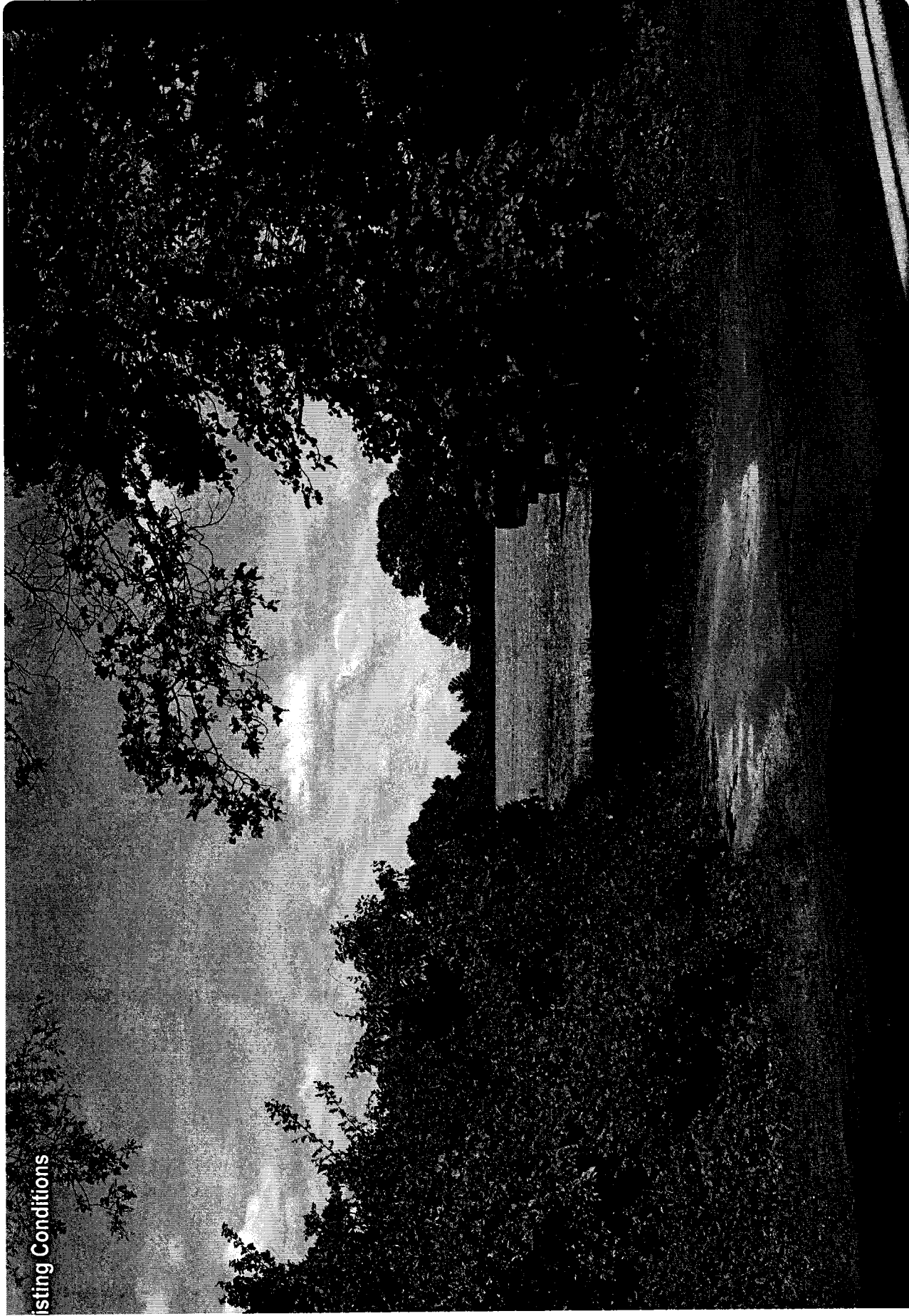
Date Taken: May 24, 2017

Camera Information

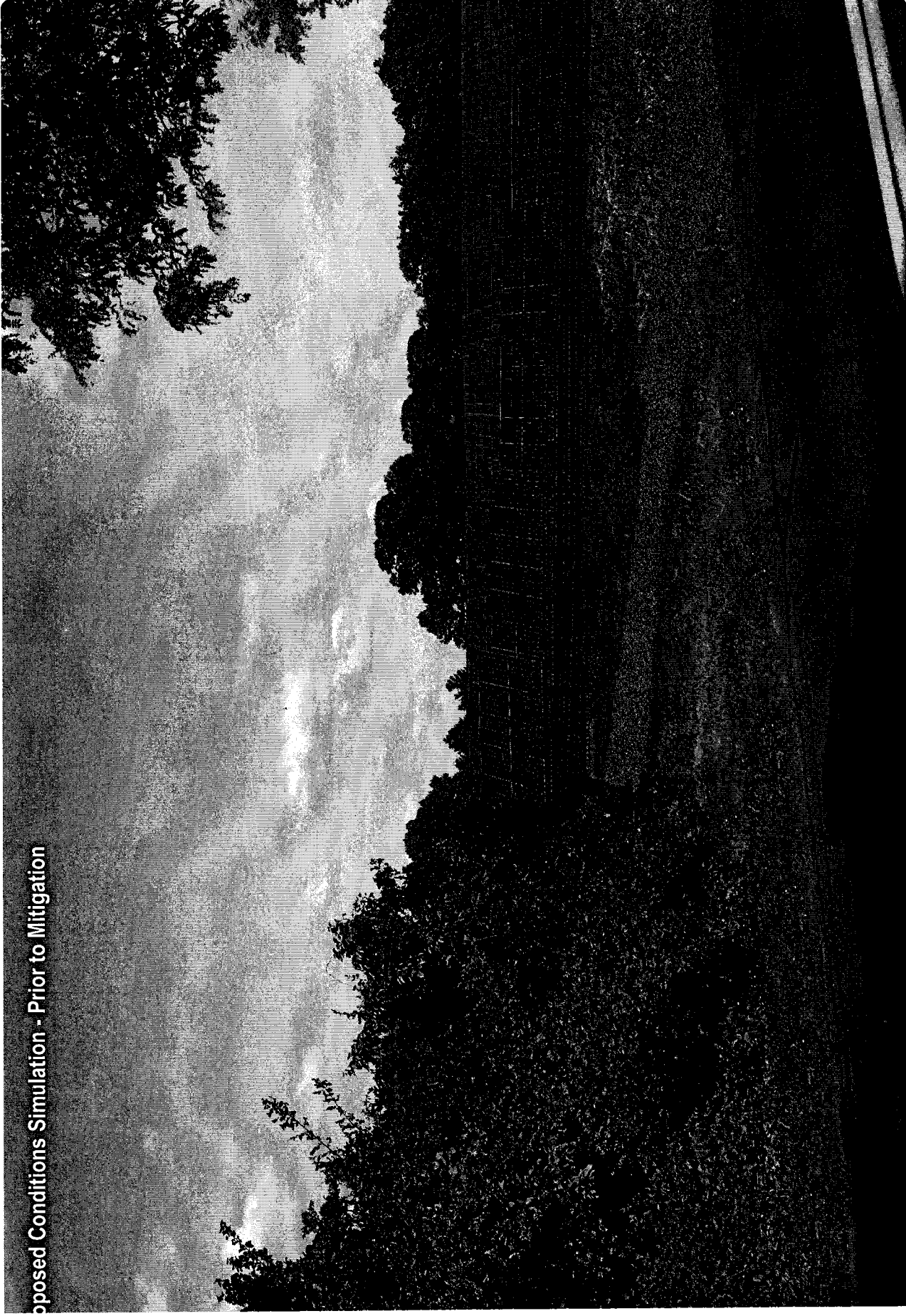
Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

View Location

Orientation: East  
Location: County Road local  
entrance



## Proposed Conditions Simulation - Prior to Mitigation



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

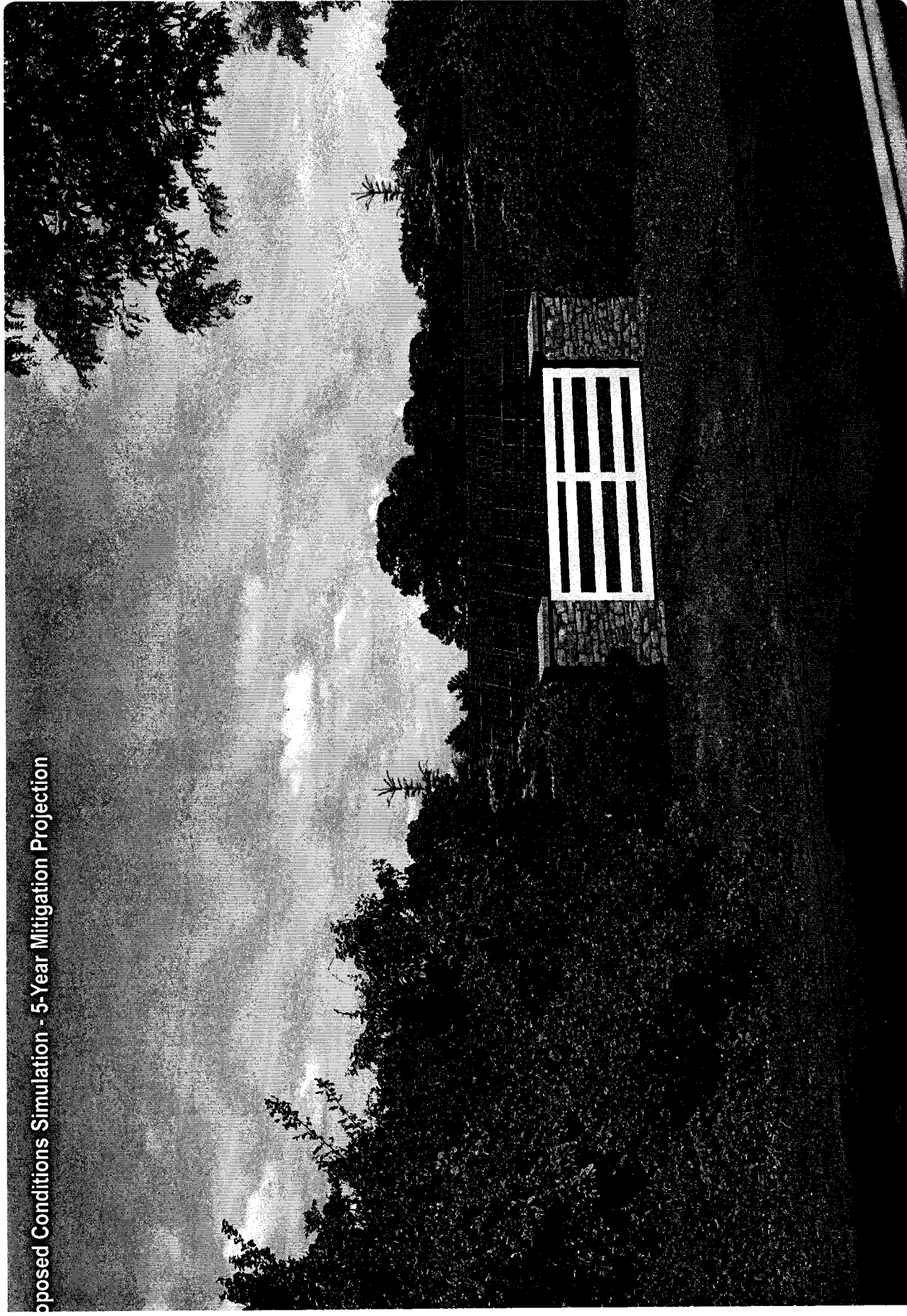
Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

### View Location

Orientation: East  
Location: County Road looking  
entrance

Project layout is preliminary and  
to minor modifications.

## Proposed Conditions Simulation - 5-Year Mitigation Projection



## Simulation Info

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

### View Location

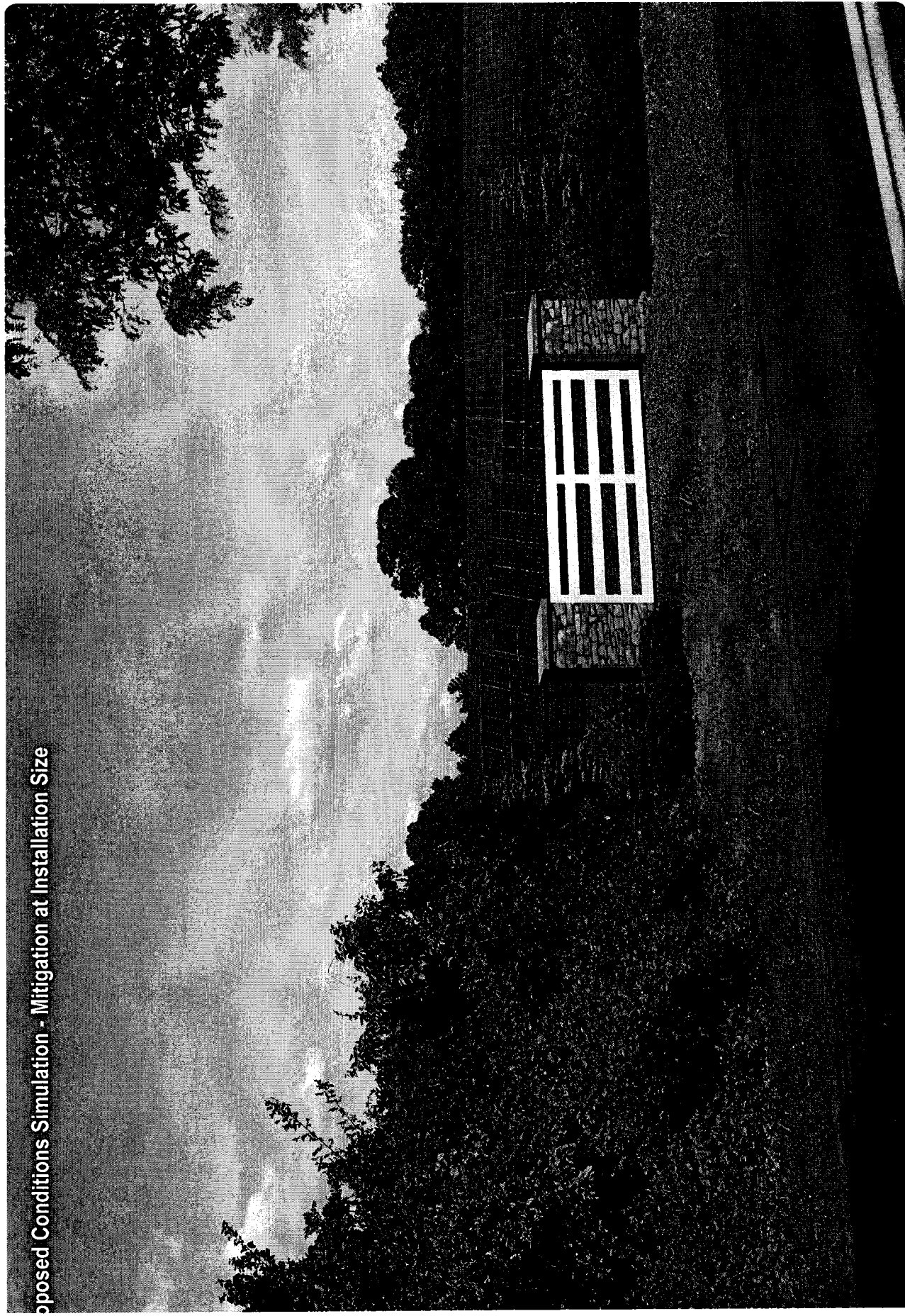
Orientation: East  
Location: County Road looking  
entrance

Project layout is preliminary and  
to minor modifications.

The projected growth of plants in  
this simulation is an estimate, based  
on growth rates. Site specific conditions  
and climate are all unpredictable and  
could stunt or slow the growth of  
plants. The condition represented in this  
simulation does not take into account  
growing conditions or variation in  
growth rates, form, or structure.



## Proposed Conditions Simulation - Mitigation at Installation Size



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:

Canon EOS 5D Mark IV

Focal Length: 50 mm

Camera Height: 5'

### View Location

Orientation: East

Location: County Road local entrance

Project layout is preliminary and to minor modifications.

The projected growth of plants in this simulation is an estimate, based on growth rates. Site specific conditions and climate are all unpredictable and could stunt or slow the growth of plants. The condition represented in this simulation does not take into account the potential for growing conditions or variation in growth rates, form, or structure.



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

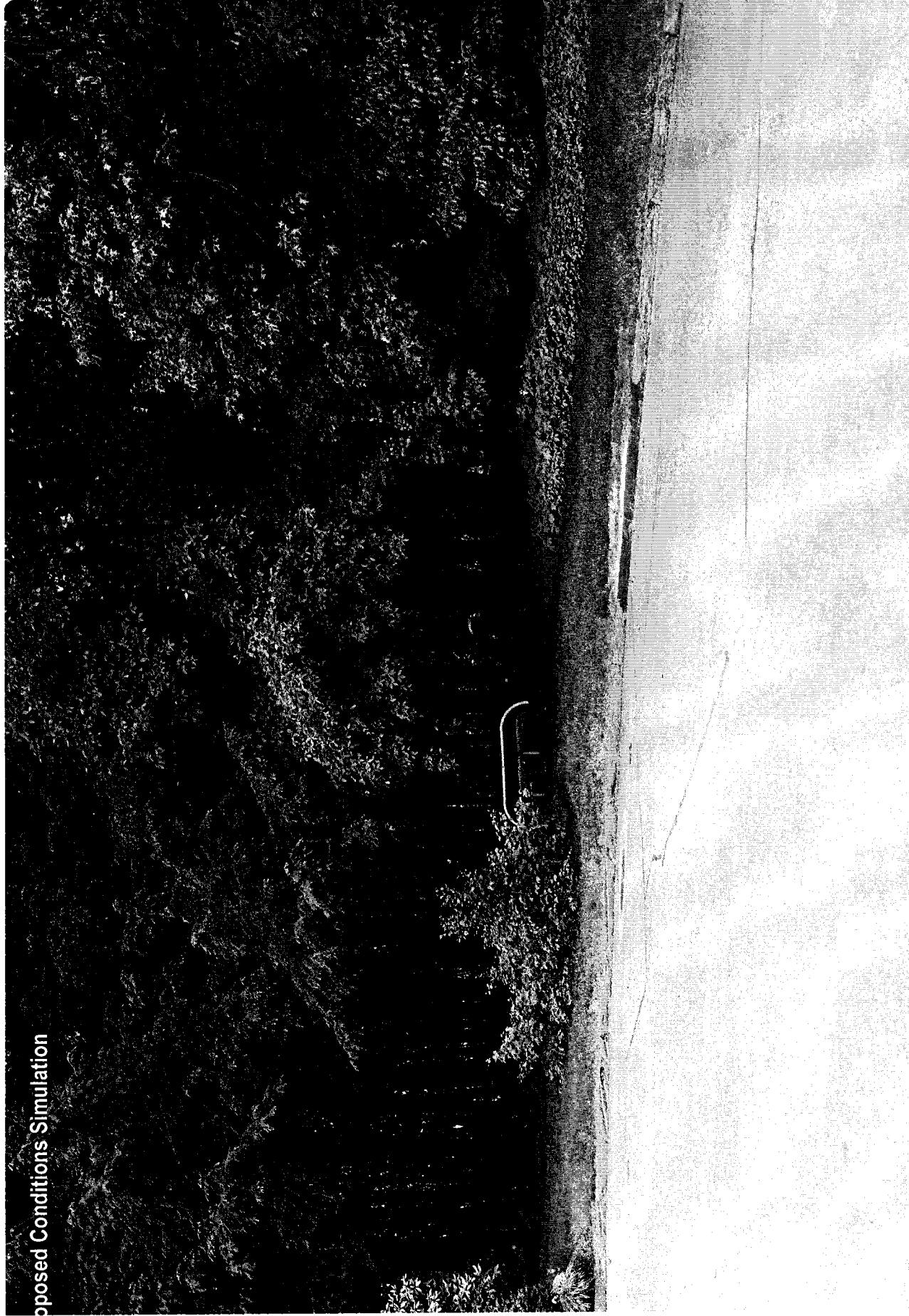
### Camera Information

Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

### View Location

Orientation: North  
Location: Berkshire Way

## Proposed Conditions Simulation



## Simulation Information

### Photograph Data

Date Taken: May 24, 2017

### Camera Information

Camera Make/Model:  
Canon EOS 5D Mark IV  
Focal Length: 50 mm  
Camera Height: 5'

### View Location

Orientation: North  
Location: Berkshire Way

Project layout is preliminary and  
to minor modifications.