

Before the Board of Supervisors of East Drumore Township, Lancaster County

IN RE:

CONDITIONAL USE APPLICATION OF
KEYSTONE SOLAR, LLC

I. FINDINGS OF FACT.

1. The applicant is Keystone Solar LLC, a Delaware limited liability company with offices at 201 King of Prussia Road, Suite 550, Radnor, Pennsylvania 19087 (“Keystone”).

2. The owners of record of the property that is the subject of this application are Gerald L. and Linda L. Kreider, 1067 Lancaster Pike, Quarryville, Pennsylvania 17566 (“Kreiders”).

3. The land which is the subject of this application contains 89.13 acres. It consists of three tracts: Tract A 77.62 acres, Tract B 3.36 acres, and Tract C 8.15 acres. The land is located on the east side of Lancaster Pike (S.R. 0272) and on the north and south sides of Deaver Road (T-385) in East Drumore Township. Unless the context requires otherwise, the tracts will collectively be referred to as the “Property”. (Exhibit A-7).

4. Tract A, Tract B and a portion of Tract C is in the Agricultural District as defined by the East Drumore Township Zoning Ordinance and Map. The balance of Tract C is in the R2 Residential District. (Exhibit A-7).

5. Keystone qualifies as a landowner for purposes of this application in that it has a 24-year Lease with the Kreiders (Exhibit A-3), and has written authorization from the Kreiders to pursue this application.

6. On June 15, 2010 Keystone submitted an application for a conditional use to construct a Solar Farm ("Solar Farm"). (Exhibit A-1).

7. Hearing(s) was/were held on the application on July 27, 2010.

8. The hearings were conducted by V. Merrill Carter, Scott Kreider and James E. Landis, the East Drumore Township Board of Supervisors ("Board"). The Board was represented by J. Dwight Yoder, Esquire.

9. The East Drumore Township ~~Planning Commission~~Engineer, Light-Heigel & Associates, Inc. became a party to the proceedings and was represented by Robert F. Musser, Esquire. Additionally, Mary Francis Reining, 13 Friendly Drive, Quarryville, PA 17566, Mary Kinch, 23 Fawn Drive, Quarryville, PA 17566, and A.M. "Skip" Winters, 893 Buck Road, Quarryville, PA 17566, became parties.

10. Keystone was represented at the hearings by James H. Thomas, Esquire. Its witnesses included Brent Alderfer, Matthew Rutt, PE, John W. Fowler, P.G., and Steve Hazel.

11. The Solar Farm will consist of approximately 4,500 solar panels within a 62 acre fenced area on the southeast quadrant of the Deaver Road/272 intersection in Tract A. (Exhibit A-7). A solar panel is made up of fifteen 3" x 5" modules.

12. Other buildings on the Property include a two-story frame dwelling, a wood frame barn, a one-story masonry building, a one-story metal storage building and a one-story metal building that was once used as a chicken house. At least three hundred (300) feet of the chicken house will be demolished; all other farm buildings and the residence will remain in their existing condition. (Exhibit A-7).

13. Except for a residential property on the northeast quadrant of Deaver Road, all of the surrounding land uses are agricultural/open fields.

14. Two transmission lines traverse Tract C of the Property in a generally east-west orientation on the north side of Deaver Road, one is owned by PPL (69 kV) and the other by PECO (230 kV) (“transmission lines”). (Exhibit A-7).

15. A transformer/station will be built on the north side of Deaver Road at the eastern edge of the property boundary and will occupy a 120 by 140 foot area, on which the structure will be 80 by 100 feet.

16. The transformer/station will facilitate delivery of the solar-generated electricity into the transmission lines.

17. All of the solar panels will be mounted above the ground on either driven piles, helical piles, or other means that do not include concrete.

18. The solar technology will be polycrystalline silicon photovoltaic, which converts sunlight directly into electricity.

19. The solar modules are made from aluminum, silicon, copper and tempered glass to significantly increase strength and safety.

20. As such, the solar modules are roughly 95% recyclable.

21. The solar modules are UL 1703 certified to meet the highest consumer safety, health and environmental standards, presenting negligible risks from harmful or toxic materials.

22. The solar modules have no moving parts and contain no liquids, thus there is no risk of leaking.

23. The solar modules do not present a fire hazard, however, times of drought or if the ground cover becomes excessively dry or dormant, it will be mowed and maintained to a height of 4 inches for fire prevention purposes.

24. Keystone will provide relevant plans and training to local fire and EMS personnel.

25. Fifteen inverters will be mounted on concrete pads located under the solar array. An inverter is a power conditioning device that converts the direct current (DC) electricity produced by the panels into alternating current (AC) electricity suitable for delivery into the electric grid.

26. Keystone analyzed the sound levels expected from solar farms. Exhibit A-18. The solar panels make no noise. The inverters will be dormant at night, but during normal daytime operation, the inverters emit a hum that dissipates at 300 feet. Thus, during operation the sound level from 300 feet will be less than that of a normal conversation.

27. All wiring between the solar array and the transformer/station will be underground.

28. Two gravel driveways will serve the Property: one going south from Deaver Road into the solar array; the other going north to the transformer/substation. A parking area for four maintenance vehicles will be located near the transformer/substation.

29. One sixteen square foot double-faced identification sign will be located on each road frontage (Lancaster Pike and Deaver Road).

30. The solar array will be surrounded by an eight-foot high green vinyl coated chain link fence. The transformer station will be surrounded by a seven-foot high fence with a barbed wire top.

31. Three access gates in the perimeter fence will provide emergency access to the solar array.

32. Turning templates are shown on the plans, utilizing the dimensions provided by the Township to ensure that a fire truck can access and turn around in the gravel parking area.

33. Evergreen trees, evergreen shrubs, deciduous shrubs and perennials will be planted for screening along the sections of chain link fence perimeter fronting Route 272 and Deaver Road.

34. The land under the solar array will be maintained by planting a meadow seed mixture and regular mowing, with care taken to control invasive plant species and enhance the organic content of the soil wherever possible.

35. ~~Upon~~ At the time public utilities begin to accept power generated by the Solar Farm into the grid (“the Commercialization Date”), Keystone shall establish a reserve fund with a credible commercial entity acceptable to the Township in a total amount of Twenty Thousand Dollars (\$20,000) for purposes of securing the enforcement of Township ordinances and stemming the spread of noxious weeds and invasive plant species, as well as maintenance and demolition of existing structures, which fund shall be reviewed by the Township every five years to ensure adequate reserves. (Exhibit A-4).

36. The land between the solar arrays will be made available for crop farming with crops that do not interfere with the solar panels by shading or with vines growing up on supports.

37. Keystone shall pay to the Township a Solar Fund consisting of the annual sum of \$1,333 per MW of capacity (e.g., Twenty Thousand Dollars (\$20,000.00) for a 15 MW project) payable in a lump sum before January 15th of each calendar year during commercial operation of the Solar Facility, with the first such payment due in full upon the Township’s issuance of all permits and approvals necessary to begin construction and the second Solar Fund payment due as set forth above, with no proration, but escalating according to annual increases in the Consumer

Price Index - Seasonally Adjusted U.S. City Average, For All Items, For All Urban Consumers (“CPI-U”) as published by U.S. Department of Labor, Bureau of Labor Statistics. The Solar Fund is in addition to any payments that the Project would otherwise make to the School District, County, and Township in higher property taxes. (Exhibit A-4).

38. Keystone shall reimburse Township for its reasonable costs incurred for services rendered by Special Counsel and any other third parties retained by the Township as professional or legal experts in considering and reviewing the Keystone’s application for the permits and other approvals necessary for the construction and operation of the Solar Facility as evidenced by a separate letter agreement with the Township. (Exhibit A-4).

39. At the ~~time the Solar Facility enters commercial operation~~Commercialization Date, Keystone shall post a Decommissioning Bond with a credible private commercial entity acceptable to the Township in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to secure the cost of removing all improvements related to the Solar Facility upon termination of the lease, taking into account the estimated salvage value of the Solar Facility. Keystone shall revise the bond amount after years ten (10) and twenty (20) and adjust it accordingly, with Keystone having the obligation to submit to the Township the engineering reports providing the basis for the revised estimates. Details governing the management of these funds will be set forth in a separate Escrow Agreement. (Exhibit A-5).

40. Decommissioning of the Property shall include removal of any and all structures connected with the Solar Farm so that the ground is restored to open agricultural fields.

41. ECS, LLC Mid-Atlantic performed a geotechnical investigation at the Property to determine subsurface soil strata and properties, ground water depth, rock depth, etc. (Exhibit A-9).

42. Subsurface explorations consisted of 12 borings across the site. Borings B-1 through B-12 were located in the vicinity of the proposed solar panels.

43. Borings B-1, B-4 and B-11 were scheduled to extend to a depth of 20 feet below the existing ground surface or auger refusal, whichever is less. The remaining borings were scheduled to extend to a depth of 15 feet or auger refusal, whichever is less.

44. ACS accomplished the analysis of soil and groundwater conditions by (a) performing a site reconnaissance to observe and evaluate the existing site conditions; (b) drilling borings to explore the subsurface soil and groundwater conditions; (c) performing laboratory tests on selected representative soil samples from the boring to evaluate pertinent engineering properties; (d) analyzing the field and laboratory data to develop appropriate engineering recommendations.

45. During the subsurface exploration, auger refusal was encountered on four of the borings at depths ranging from 7.5 feet to 18.7 feet below ground surface.

46. Representative soil samples were obtained by means of a split barrel sampling procedure in accordance with ASTM Specification D-1586.

47. Representative soil samples were selected and tested to check field classification and to determine pertinent engineering properties.

48. According to the Atlas of Preliminary Geologic Quadrangle Map of Pennsylvania, Wakefield Quadrangle, 1978, the project is underlain by the Wissahickon Formation.

49. The soil types on the Property are Chester Silt Loam (CbA), Chester Silt Loam (CbB), Chester Silt Loam (CbC) and Glenelg Silt Loam (GbC).

50. Groundwater seepage was not encountered in any of the borings during the subsurface exploration. Observations for groundwater were made during sampling and upon completion of the drilling operations at each boring location.

51. The ECS Report will be used to determine the foundation design for mounting the solar modules. Wherever possible, the modules will be mounted/supported by a single I-beam pile-driven into the ground.

52. ECS, LLC Mid-Atlantic also performed a Phase 1 Environmental Site Assessment Report for the Property. (Exhibit A-10).

53. The Phase 1 Environmental Site Assessment was done in conformance with the scope and limitations of ASTM Practice P E 527-05.

54. In the ECS Environmental Assessment Report, no issues were found that would impact or preclude development of the Solar Farm on the Property.

55. Keystone commissioned a Pennsylvania Natural Diversity Inventory (“PNDI”) Search. Agency searches were done at the Pennsylvania Game Commission, Pennsylvania Department of Conservation and Natural Resources, Pennsylvania Fish and Boat Commission and the U.S. Fish and Wildlife Service. (Exhibit A-11).

56. The PNDI records indicate no known impacts to threatened and endangered species and/or special concerned species and resources within the project area.

57. The East Drumore Township Zoning Ordinance bulk requirements along with existing and proposed minimum lot area, depth, width, setbacks, heights and coverage are:

BULK REQUIREMENTS

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	Required (Zone A)	Required (Zone R-2)	Existing Tract A (Zone A)	Proposed Tract A (Zone A)	Proposed Tract B (Zone A)	Proposed Tract C (Zone A & R-2)

Minimum Lot Area	20.0 Ac. (871,200 SF)	0.688 Ac. (30,000 SF)				
Title Line			<i>77.62 Ac. (3,381,341 SF)</i>	77.62 Ac. (3,381,341 SF)	3.36 Ac. (146,226 SF)	8.15 Ac. (355,183 SF)
R.O.W.*			<i>75.21 Ac. (3,276,177 SF)</i>	75.21 Ac. (3,276,177 SF)	3.32 Ac. (144,537 SF)	N/A
Minimum Lot Width	150.0'	150.0'	1,222.82'	1,222.82'	719.62'	260.79'
Minimum Lot Depth	300.0'	150.0'	1,858.17'	1,858.17'	138.55' (E)	604.42'
Minimum Yard Setbacks**						
Front Yard	50.0'	35.0'	<i>16.87' (E)</i>	16.87' (E)	N/A	293.47"
Side Yard	50.0'	25.0'	<i>418.79'</i>	53.58'	N/A	50.0'
Rear Yard	50.0'	45.0'	<i>N/A</i>	N/A	N/A	429.4'
Maximum Lot Coverage	15.0%	25.0%	<i>1.56% (51,038 SF)</i>	2.05% (67,349 SF)	N/A	N/A
Maximum Building Height						
Barns, Silos and other Agricultural Buildings	No Restriction	N/A	<i>N/A</i>	N/A	N/A	N/A
All other buildings	35.0'	35.0'	<i>< 35.0'</i>	< 35.0'	N/A	N/A
(V) - Variance Required / (E) - Existing Non-Conformance / N/A - Not Applicable / T.B.D. - To Be Determined						
*Lot area used for maximum lot coverage calculation						
**Refer to SLP Sheets for dimensional data						

58. New impervious cover after development of the Solar Farm will be approximately one-third of an acre. The limit of earth disturbance will be approximately 1.1 acres. Thus, no physical storm water management structures or facilities are either needed or proposed for the Solar Farm.

59. The solar modules, perimeter fencing and landscaping are designed to be installed at existing grade and without the need for concrete foundations or footers. This will require no grading or topsoil removal.

60. Only the proposed gravel access drives and the small substation will require minor grading and removal of topsoil.

61. Because row crops will be converted to meadow conditions on the south side of Deaver Road, the overall weighted runoff coefficient (“CN”) will be significantly less post-development than pre-development (Exhibit A-13). Thus, the minimal amount of additional impervious area is more than mitigated by converting the existing cultivated fields into a meadow condition.

62. Construction phase erosion control measures including a rock construction entrance off Deaver Road and silt fences to control erosion during the installment of models will be used.

63. Ground cover in the initial phases of the project will be a mixture of fescue grasses designed to grow in sun and shade. This grass will require minimal mowing after establishment. (Exhibit A-15).

64. The perimeter of the solar farm will be planted first so the grasses can establish and help serve as a vegetative filter for any runoff.

65. The grasses will be mowed at 4 inches during the first year as they are established.

66. Invasive plants will be removed from turf grass and it will be overseeded as necessary.

67. After the first year mowing frequency will be decreased with an eventual goal of mowing one or two times per year.

68. The meadow grasses planted will be chosen to improve soil organic content over the lease period. Approximately 30% of the roots of the grasses will die back each year, cumulatively increasing the organic content of the underlying soils.

69. The meadow condition will improve the amount of runoff generated from the fields, thus decreasing the runoff of nutrients to the adjacent drainage ways and improving water quality in the local environment.

70. Crops will be planted between the rows and adjacent to the solar panels. Initially 10%-15% of the available area will be planted to assure the right mix and planting/harvest methods. This planting will expand over time to the available area.

71. Crops under investigation include vegetables – spinach, broccoli and cauliflower. The use of clover for bee keeping is also under consideration.

72. Native plants (including flowering species), deciduous and evergreen shrubs and trees will be planted to provide visual screening along adjacent roads. The buffers will also serve as habitat to native insects and wildlife, enhancing the natural environment.

73. The Property is currently served by an on-site well, on-site septic, and overhead electric/telephone wire service.

74. The solar project will not require any water, sewer or gas and thus will not burden or have any impact on the local utility capacity.

75. While the Solar Farm has virtually no combustible parts, all proposed structures, equipment and material is readily accessible for both fire and police protection, including an automatic shut off switch for whole facility.

76. The chain link fence will provide security as well as aesthetics for the Solar Farm.

77. The fencing around the transformer/substation will have a barbed wire top as a necessary security feature.

78. Maintenance of the solar arrays will, at a minimum, require regular visual inspection of all components (modules, invertors, fuses, electrical wiring, etc.) at least twice a year.

79. Regular spot checks will be performed of the mounting hardware components to ensure proper torque.

80. A recommissioning report will be prepared by Keystone at the conclusion of each semiannual inspection.

81. Any damage, underperforming equipment or malfunctioning circuits will be documented and repaired or replaced as necessary.

82. The Solar Farm will be remotely monitored on a daily, round the clock basis to ensure proper and continuous operation.

83. The Solar Farm will generate no traffic, except for that necessary during construction and maintenance.

84. Except as described above, the Solar Farm will not generate any noise, odor, additional runoff or population increase to the Township.

85. The Property will be subject to ad valorem real estate taxes.

86. Keystone's application was filed under Section 120-15(D) of the East Drumore Township Zoning Ordinance authorizing uses not provided for as a conditional use.

II. DISCUSSION.

Section 603(c)(2) of the Pennsylvania Municipalities Planning Code ("MPC") specifically authorizes conditional uses "pursuant to express standards and criteria set forth in the Zoning Ordinance." 53 P.S. § 10603(c)(2). Conceptually, a conditional use is analogous to a special exception, the primary difference being that a special exception is adjudicated by a

zoning hearing board, whereas a conditional use application is adjudicated by the governing body of a municipality. In re Cutler Group, Inc., 880 A.2d 39 (Pa. Cmwlth. 2005); Bailey v. Upper Southampton Township, 690 A.2d 1324 (Pa. Cmwlth. 1997).

The authorization of conditional uses within the zoning ordinance indicates a legislative decision that such uses are consistent with the zoning and comprehensive plans of the municipality and should be denied only where the adverse impact on the public interest exceeds that which might be expected under normal circumstances from the authorized uses. In re Cutler Group, supra; Appeal of the Estate of Achey, 86 Pa. Cmwlth. 385, 484 A.2d 874 (1984), *aff'd* 501 A.2d 249 (Pa. 1985). By showing that a proposed use is permitted by conditional use, and that the proposed use complies with specific requirements of the Ordinance, an applicant identifies the proposal as one which the municipal legislative body has determined to be appropriate in the district and, therefore, presumptively consistent with the health, safety and general welfare of the community. In Re: Appeal of Eugene K. Martin, 108 Pa. Cmwlth. 107, 529 A.2d 582 (1987); Kern v. Zoning Hearing Board of Township of Tredyffrin, 68 Pa. Cmwlth. 396; 449 A.2d 781 (1982).

An applicant for a conditional use bears the burden of proving compliance with the specific requirements of the zoning ordinance. Borough of Perkasio v. Moulton Builders, Inc., 850 A.2d 778 (Pa. Cmwlth. 2004). If the conditional use applicant brings himself within the objective terms of the ordinance, he has made a *prima facie* case. Bailey, supra; Manor Healthcare Corp. v. Lower Moreland Township Zoning Hearing Board, 139 Pa. Cmwlth. 206, 590 A.2d 65 (1991). Once the requisite facts and conditions as set forth in the zoning ordinance are found to exist, the applicant is entitled to conditional use approval unless there is legally sufficient and competent evidence presented by protestants to support a finding that the grant of

such approval is adverse to the public interest. Mignatti Construction Company, Inc.'s Zoning Application v. Bucks County Zoning Hearing Board, 3 Pa. Cmwlth. 242, 281 A.2d 355 (1971).

III. CONCLUSIONS OF LAW.

1. Keystone has standing to apply for a Conditional Use.

2. Keystone has proven compliance with the general standards for Conditional Use Applications. Specifically, it established by credible evidence that:

A. The Solar Farm is consistent with the purpose and intent of the Zoning Ordinance which, among others, is to guide and regulate the orderly growth, development and redevelopment of the Township in accordance with a comprehensive plan of long term objectives deemed beneficial to the interests and welfare of the people; protect the social and economic wellbeing of the Property; and encourage and facilitate the provision of adequate and efficient public facilities, service and utilities. (See Article I, Section 120-2).

B. Since there are virtually no impacts beyond the Property, the proposed use does not detract from the use and enjoyment of adjoining or nearby properties.

C. The application complies with the criteria established for uses in the Agricultural and R1 Residential District.

D. The proposed use does not substantially impair the integrity of the Township's Comprehensive Plan. In several regards it is consistent with the Plan:

a. As an alternative energy source which preserves agriculture zoned land from irreversible development, the use is consistent with the goal of the Natural, Cultural and Recreation Plan in that it preserves a invaluable natural, agricultural resource for generations

to come with a balance of community needs and private rights (Solanco Regional Comprehensive Plan, page 34);

- b. It is consistent with the Future Land Use Plan section of the Natural, Cultural and Recreation Resources element of the Comprehensive Plan in that it increases agricultural's viability and reduces negative impacts from development (Comprehensive Plan, page 36);
- c. It is consistent with the Economic Development Plan in that it generates economic activity meeting local needs for goods and services while complementing agriculture without generating an influx of shoppers, traffic and commotion (Comprehensive Plan, page 39);
- d. It is consistent with the Economic Development Goal in the Solanco Region in that it supports agriculture, supports an alternative source of income for farmers without posing a threat to the identity of the farm and establishes a new business in the region that does not outstrip the capacity to support it (Comprehensive Plan, page 39);
- e. It is consistent with the Future Land Use Plan goal of the Comprehensive Plan in that it reduces farm fragmentation and farmland development pressure and mitigates impacts from unforeseen growth events (Comprehensive Plan, page 44);

f. It addresses several key issues in the Future Land Use Community Outreach section of the Comprehensive Plan in that it represents managed growth, provides flexibility in agriculture and agricultural support activities, manages land use well, and is based on performance-based zoning measures (Comprehensive Plan, page 85, key issues 2, 10, 12 and 16).

E. The required front yard, side yard, open space areas and height limitations for the applicable zoning districts have been met.

F. Off street parking provisions are in conformance with Article V of the Zoning Ordinance.

G. Points of vehicular access to the Solar Farm are at a distance from the intersections and other points of access so as to prevent undue traffic hazards and obstruction of the movement of traffic.

H. The location of the site with respect to existing roads giving access to it is such that the safe capacity of those roads will not be exceeded.

I. No external pedestrian access is planned.

J. The use is not incompatible with existing traffic conditions or adjacent uses and will not substantially change the character of the immediate neighborhood.

K. The Solar Farm will not require, sewer, water or other utilities, nor will EMS, fire, police or ambulance protection likely be required.

L. The proposed fencing and screening will minimize any deleterious impact of the Solar Farm from any other use.

M. The use of the Property complies with the requirements of all other public agencies having jurisdiction over it.

N. Operations will not be more objectionable to nearby properties by virtue of noise, odor, fumes, vibration, glare, visual aesthetics or smoke than would be operations of permitted use.

O. The use is set back from agricultural operations in accordance with applicable district regulations.

3. The application complies with, or can comply with all applicable provisions of the Zoning Ordinance and the Subdivision and Land Development Ordinance.

4. The proposed use, subject to the conditions set forth below will pose no threat to public health, safety or welfare.

5. The proposed use will not be detrimental to the orderly development of adjacent properties in accordance with their zoning classification. (Zoning Ordinance 120-25.B(2)).

6. Neither pedestrian nor vehicle traffic to and from the Solar Farm or the assembly of persons in connection therewith will be hazardous or inconvenient to or incongruous with the adjoining R2 Residential District or conflict with the normal traffic of the neighborhood. (Zoning Ordinance 120-25(C)(a)).

7. The location of the Solar Farm and the related structures and the extent of landscaping on the Property is such that will not hinder or discourage the appropriate development and use of adjacent land and buildings. (Zoning Ordinance 120-25(C)(b)).

8. The approval of the application, subject to the conditions attached to the approval, is appropriate considering the factors relating to special exception requests in the Agricultural District outlined in Section 120-25(4)(a) through (f).

IV. DECISION WITH CONDITIONS

1. The Conditional Use Application of Keystone Solar, LLC to construct a sSolar ~~f~~Farm is granted.

2. The Solar Farm and aAll plans and applications to be submitted by Keystone shall substantially comply with the testimony and exhibits presented at the Conditional Use Hearing before the Township, except as such testimony and exhibits are modified by these Conditions.~~3-and these Findings of Fact.~~—No zoning permits or certificates of use or occupancy shall be issued until a Subdivision and Land Development Plan has been submitted to the Township, approved and recorded.

4. Keystone shall establish a reserve fund for the enforcement of ordinances and maintenance related to the solar farm. Upon the Commercialization Date, Keystone shall establish a reserve fund with a credible commercial entity acceptable to the Township in the total amount of Twenty Thousand (\$20,000.00) Dollars for the purposes of securing the enforcement of Township ordinances and stunting the spread of noxious weeds and invasive plant species and to maintain ground cover in good condition, as well as maintenance and demolition of existing structures. The Township shall have the right to access the reserve fund if Keystone has to remedy any complaint within thirty (30) days of receipt of written notice from the Township specifying violation of any ordinance or any maintenance required to be performed. Keystone shall replenish the reserve fund within forty-five (45) days of any withdrawal to its Twenty Thousand (\$20,000.00) Dollar balance.

5. Upon the Commercialization Date Keystone shall make a one-time payment of Twenty Thousand (\$20,000.00) Dollars to the Township for the development of a community project, at the Township's discretion.

6. Keystone shall pay to the Township a Solar Fund consisting of the annual sum of \$1,333 per MW of capacity (e.g., Twenty Thousand Dollars (\$20,000.00) for a 15 MW project) payable in a lump sum before January 15th of each calendar year during commercial operation of the Solar Facility, with the first such payment due in full upon the Township's issuance of all permits and approvals necessary to begin construction and the second Solar Fund payment due as set forth above, with no proration, but escalating according to annual increases in the Consumer Price Index - Seasonally Adjusted U.S. City Average, For All Items, For All Urban Consumers ("CPI-U") as published by U.S. Department of Labor, Bureau of Labor Statistics. The Solar Fund is in addition to any payments that the Project would otherwise make to the School District, County, and Township in higher property taxes.

7. Keystone shall reimburse East Drumore Township for its reasonable costs incurred for services rendered by Special Counsel and consultants retained by the Township as professional or legal experts in considering and reviewing Keystone's application for the permits and other approvals necessary for the construction and operation of the solar facility.

8. At the ~~time the Solar Facility enters commercial operation~~Commercialization Date, Keystone shall post a Decommissioning Bond with a credible private commercial entity acceptable to the Township in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to secure the cost of removing all improvements related to the Solar Facility upon termination of the lease, taking into account the estimated salvage value of the Solar Facility. Keystone shall revise the bond amount after years ten (10) and twenty (20) and adjust it accordingly, with Keystone having the obligation to submit to the Township the engineering reports providing the basis for the revised estimates. Details governing the management of these funds will be set forth in a separate Escrow Agreement.

Decommissioning of the property shall include removal of any and all structures connected with the Solar Farm so that the ground is restored to open agricultural fields.

9. The Decommissioning Bond and manner of decommissioning the Property required hereunder ensure the Property will be available for continued agricultural use after the end of the useful life of the Solar Farm, thus protecting the long-term public health, safety and welfare and minimizing adverse impacts to the future use and enjoyment of adjoining or nearby properties.10. Each and every condition imposed herein shall be imposed on Keystone, its successors or assigns.

11. Violation of the conditions contained in this decision shall be considered a violation of the Zoning Ordinance and shall be subject to the rights and remedies contained in the Pennsylvania Municipalities Planning Code and the Township's Zoning and/or Subdivision and Land Development Ordinance.

12. The conditions imposed by this decision shall not be deemed to limit in any manner any statutory, administrative or common law rights or remedies which any person or entity, including the Township, may have as a result of the development or use of the Property.

13. This Decision with Conditions shall be recorded in the Office of the Recorder of Deeds in and for Lancaster County and indexed against Gerald L. and Linda L. Kreider, husband and wife, and Keystone Solar, LLC.