

# CORTLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

**IMPORTANT NOTICE:** The answers to the questions contained in this application are necessary to determine the applicant's eligibility for financial assistance from the Cortland County Industrial Development Agency. The answers will also be used in the preparation of papers in this transaction. Accordingly, an officer or other employee of the applicant who is thoroughly familiar with the business and affairs of the applicant and who is also thoroughly familiar with the proposed project should answer all questions accurately and completely. This application is subject to acceptance by the Agency.

**TO: CORTLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY**  
**37 CHURCH STREET**  
**CORTLAND, NEW YORK 13045**

**APPLICANT:** DG New York CS, LLC

**APPLICANT'S STREET ADDRESS:** 700 Universe Blvd Mailstop A1A/JB

**CITY:** Juno Beach      **STATE:** FL 33408      **PHONE NO.:** 914-256-7644

**E-MAIL ADDRESS:** janet.ward@nexteraenergy.com

**NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION:** Janet Ward, Project Manager Development

**IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:**

**NAME OF FIRM:** Harris Beach, PLLC

**NAME OF ATTORNEY:** Robert J. Ryan

**ATTORNEY'S STREET ADDRESS:** 677 Broadway Suite 1101

**CITY:** Albany      **STATE:** NY 12207      **PHONE NO.:** 518-701-2715

**E-MAIL ADDRESS:** rryan@harrisbeach.com

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**NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 BEFORE FILLING OUT THIS APPLICATION**

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### INSTRUCTIONS

1. The Agency will not approve any applications unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer, which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return two (2) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project, which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of Five Hundred Dollars (\$500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**
10. The Agency has established a project fee for each project in which the Agency participates. **UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.**

**FOR AGENCY USE ONLY**

1. Project Name or Number	_____
2. Date Application Received by Agency	, 20____
3. Date Application Referred to Attorney for Review	, 20____
4. Date Copy of Application Mailed to Members	, 20____
5. Date Notice of Agency Meeting on Application Posted	, 20____
6. Date Notice of Agency Meeting on Application Mailed	, 20____
7. Date of Agency Meeting on Application	, 20____
8. Date Agency Conditionally Approved Application	, 20____
9. Date Scheduled for Public Hearing	, 20____
10. Date Environmental Assessment Form ("EAF") Received	, 20____
11. Date Agency Completed Environmental Review	, 20____
12. Date of Final Approval of Application	, 20____

**I. APPLICANT INFORMATION-COMPANY TO RECEIVE BENEFITS (the "COMPANY")**

**A. Identity of Company:**

1. Company Name: DG New York CS, LLC  
Present Address: 700 Universe Blvd, Mailstop A1A/JB, Juno Beach, FL  
Zip Code: 33408 Employer ID No.: 83-2622807

2. Indicate type of business organization of Company:

a.  Corporation. Incorporated in what country? \_\_\_\_\_;  
State: \_\_\_\_\_; Date Incorporated: \_\_\_\_\_;  
Authorized to do business in New York State? Yes \_\_\_\_\_ No \_\_\_\_\_  
i. Is the Corporation Publicly Held? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, please list exchanges where stock is traded: \_\_\_\_\_  
ii. If no, list all Stockholders having a 5% or more interest in the Company:

Name	Address	Percentage of Holding

b.  Partnership. General or Limited partnership? \_\_\_\_\_  
Name all partners below:

Name	Address	General Partner	Limited Partner

c.  Limited Liability Company. Formed in what country USA;  
 State: DE; Date of Formation: 10/22/2018;  
 Authorized to do business in New York State? Yes  No ;  
 Name all members below:

Name	Address	Membership Percentage
DG 1 Acquisition Co.,LLC	700 Universe Blvd Mailstop LAW/JB, Juno Beach, FL 33408	100%

d.  Sole proprietorship. Name of Sole Proprietor: \_\_\_\_\_

3. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship: DG New York CS, LLC and its sole member DG 1 Acquisition Co., LLC are all affiliates of NextEra Energy Resources, LLC which creates various special purposes entities for its projects. \_\_\_\_\_

**B. Management of Company:**

List all officers/directors/managers (complete all columns for each person):

Name and Home Address	Office Held
See attached	

**C. Company/Management History:**

1. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? Yes  No  .
2. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? Yes  No  .
3. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? Yes  No  .

If the answer to any of questions 1 through 3 is yes, please furnish details in a separate attachment.

## II. PROPOSED PROJECT DATA

### A. Description of the Project:

1. Please provide a narrative of the Project and the purpose of the Project (acquisition, construction, renovations and/or equipment purchases). Identify specific uses occurring with the Project. Describe any and all tenants and any/all end users (attach additional pages):

See Attachment A

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2. Describe the reasons why the Agency's Financial Assistance is necessary and the effect the Project will have on the Company's business or operations and any corresponding benefit to the Cortland County community (attach additional pages):

See Attachment A

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3. Is there a likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency:

Yes

No

4. If the Project could be undertaken without the Financial Assistance provided by the Agency, then provide a statement indicating why the Project should be undertaken by the Agency (attach additional pages):  
N/A

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### B. Location of Project:

1. Street Address: East River Road, Parcel # 87.00-03-02.110
2. City: N/A
3. Town: Cortlandville
4. Village: N/A
5. Is any portion of the Project located outside of Cortland County? If so, identify the other county: No
6. School District: Homer Central School District
7. Tax Parcel Nos.: 87.00-03-02.110

**C. Description of the Project site:**

1. Approximate size (in acres or square feet) of the Project site: 31.27 acres  
Attach a map, survey or sketch of the Project site.

2. Are there existing buildings on the Project Site?  
Yes        No x. If yes,

- Indicate each existing building and indicate the approximate size (in square feet) of each building:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Are the existing buildings in operation? Yes        No x.  
If yes, describe the present use of each building in operation:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Are the existing buildings abandoned? Yes        No x;  
About to be abandoned? Yes        No       . If yes,  
describe:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_
- Attach photographs of existing buildings.

3. Utilities Serving the Project Site:

Water: Municipal       , Other       . If other, describe N/A

Sewer: Municipal       , Other       . If other, describe N/A

Electric Utility Co.: National Grid

Natural Gas Utility Co.: N/A

Other Utility Sources: N/A

4. Present Legal Owner of the Project Site: Joanne Condron

- If the Company owns the Project site, indicate:  
Date of Purchase: N/A

Purchase Price: N/A

b. If the Company does not own the Project site, does the Company have the contractual right to purchase the Project site?

Yes        No   x  . If yes, indicate:

Date Contract Signed: N/A

Date Ability to Purchase Expires: N/A

c. If the Company does not own the Project site, is there a relationship legally or by common control between the Company and present owner of the Project site?

Yes  No  . If yes, describe:

Lease option executed between DG New York CS, LLC and Joanne Condon

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

5. Zoning District in which the Project is located: Agricultural

6. Are there any variances or special permits affecting the Project site now or which need to be obtained to complete the Project?

Acquifer Permit - Town of Cortlandville - Approved 1/22/2020

Conditional Permit - Town of Cortlandville Approved 1/7/2020

**D. Description of the Proposed Construction:**

1. Does part of the Project consist of the acquisition or construction of a new building or buildings? Yes        No       x      . If yes, indicate number of and size of new buildings:

N/A

2. Does part of the Project consist of additions and/or renovations to existing buildings located on the Project site? Yes  No . If yes, indicate:

a. The number of buildings to be expanded or renovated: N/A  
b. The size of any expansions: N/A

#### c. The nature of expansion and/or renovation:

N/A

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed or expanded:

N/A

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**E. Description of the Equipment:**

1. Does part of the Project consist of the acquisition or installation of machinery, equipment or other personal property (the "Equipment")?

Yes  No  If yes, describe the Equipment:

5.0MWAC/ 7.5MWDC Single axis tracking ground mounted solar electric generating facility the includes a 5.0MWAC solar energy storage facility. The solar generating facility will consist of approximately 19,722 solar panels, 2 central inverters, 2 energy storage containers and required electrical equipment. No buildings will be constructed. The facility will be surrounded by a chain link fence.

2. With respect to the Equipment to be acquired, will any of the Equipment be previously used Equipment?

Yes  No  If yes, please provide detail below:

N/A

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3. Describe the principal uses to be made by the Company of the Equipment to be acquired or installed:

The Equipment will be used to generate electricity via solar photovoltaics. This solar facility will be interconnected to the National Grid electrical distribution system. National Grid will create bill credits for the value of the electricity added to the distribution system. DG New York CS, LLC will contract with National Grid electricity customers to subscribe to a portion of these bill credits. The bill credits will be applied to reduce the subscribers National Grid electric bill. The energy storage facility will be used to increase the electric energy that is input into the National Grid distribution system.

**F. Project Use:**

1. What are the principal products to be produced at the Project site?

Electricity

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2. What are the principal activities to be conducted at the Project?

Solar photovoltaic electric generation.

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3. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities?

Yes        No       . If yes please provide detail:  
N/A  

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4. If the answer to question 3 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? N/A %

5. If the answer to question 3 is yes, and the answer to question 4 is more than 33.33%, indicate whether any of the following apply to the Project:

a. Will the Project be operated by a not-for-profit corporation?

Yes        No       . If yes, please explain:  
N/A  

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b. Is the Project likely to attract a significant number of visitors from outside the economic development region (as established by Section 230 of the Economic Development Law) in which the Project will be located?

Yes        No       . If yes, please explain:  
N/A  

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c. Would the Project occupant, but for the contemplated Financial Assistance from the Agency, locate the related jobs outside of New York State?

Yes        No       . If yes, please explain:  
N/A  

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d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be

reasonably accessible to the residents of the city, town or village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes \_\_\_\_ No \_\_\_\_\_. If yes, please provide detail:

N/A

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e. Will the Project be located in one of the following: (i) an area which was designed as an empire zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (a) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (b) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates?

Yes \_\_\_\_; No \_\_\_\_\_. If yes, please explain:

N/A

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6. If the answers to any of subdivisions c. through e. of question 5 are yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes \_\_\_\_ No \_\_\_\_\_. If yes, please explain:

N/A

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7. Will the completion of the Project result in the removal of an industrial or manufacturing plant of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York?

Yes \_\_\_\_ No \_\_\_\_\_. If yes, please explain:

N/A

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8. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company or a Project Occupant located in

the State of York?

Yes        No x       . If yes, provide detail:

N/A

9. If the answer to either question 7 or question 8 is yes, indicate whether any of the following apply to the Project: N/A

a. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry?

Yes       ; No       . If yes, please provide detail:

N/A

b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York?

Yes        No       . If yes, please provide detail:

N/A

#### **G. Project Status:**

1. If the Project includes the acquisition of any land or buildings, have any steps been taken toward acquiring same?

Yes        No x       . If yes, please discuss in detail the approximate stage of such acquisition:

N/A

2. If the Project includes the acquisition of any Equipment, have any steps been taken toward acquiring same?

Yes x        No       . If yes, please discuss in detail the approximate stage of such acquisition:

Site diligence has been completed. Non-ministerial permits have been received from the Town of Cortlandville. Advanced engineering is proceeding. Initial equipment requests for proposals have been issued to equipment manufacturers.

3. If the Project involves the construction or reconstruction of any building or other improvement, has construction work on any such building or improvement begun? Yes        No x. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.:

No construction has occurred on site as of the date of this application.

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4. Please indicate the amount of funds expended on the Project by the Applicant in the past three (3) years and the purpose of such expenditures:

Spend to date = \$2,797,222

Development = \$97,466

Interconnection upgrade costs = \$1,659,756

Engineering and pull tests = \$302,000

Equipment termination fees = \$738,000

**III. INFORMATION CONCERNING LEASES OR SUBLICENSES OF THE PROJECT**  
**(PLEASE COMPLETE THE FOLLOWING SECTION IF THE APPLICANT INTENDS**  
**TO LEASE OR SUBLICENSE ANY PORTION OF THE PROJECT)**

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes        No x. If yes, please complete the following for **each** existing or proposed tenant or subtenant:

Sublessee Name: N/A

Present Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer's ID No.: \_\_\_\_\_

Sublessee is: \_\_\_\_\_ Corporation; \_\_\_\_\_ Partnership; \_\_\_\_\_ Limited

Liability Company; \_\_\_\_\_ Sole Proprietor

Relationship to Company: \_\_\_\_\_

Percentage of Project to be leased or subleased: \_\_\_\_\_

Use of Project intended by Sublessee: \_\_\_\_\_

Date of lease or sublease to Sublessee: \_\_\_\_\_

Term of lease or sublease to Sublessee: \_\_\_\_\_

Will any portion of the space leased by this sublessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes        No       .

If yes, please provide on a separate attachment

- a. details; and
- b. the answers to questions II (F) (4) through (6) with respect to such sublessee.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? N/A %

#### IV. EMPLOYMENT IMPACT

A. Indicate below the number of people presently employed at the Project Site and the number that will be employed at the Project site at the end of the first and second years after the Project has been completed (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the Applicant.

**The Project will not create any permanent jobs on the site. The Project will subcontract the construction, operation and maintenance of the solar facility.**

	<b>Current # of Jobs at proposed Project location or to be relocated to Project location</b>	<b>If Financial Assistance is granted, estimate the number of FTE and PTE jobs to be <u>Retained</u></b>	<b>If Financial Assistance is granted, estimate the number of FTE and PTE jobs to be <u>Created</u> by Two years after Project completion</b>	<b>Estimate number of residents of the Labor Market Area in which the Project is located that will fill the retained and created FTE and PTE jobs Two years after Project completion**</b>
Present Full Time				
Present Part Time				
First Year Full Time				
First Year Part Time				
Second Year Full Time				
Second Year Part Time				
<b>Total:</b>	N/A	N/A	N/A	N/A

\*\*For purposes of the question, please estimate in the fourth column the number of FTE and PTE jobs, as indicated in the second and third columns, that will be filled by residents of the Labor Market Area. The Labor Market Area includes Cortland County as well as the counties of Cayuga, Onondaga, Tompkins, Broome and Chenango.

Category of Jobs to be Retained and Created	Estimated Average Salary or Range of Salary	Estimated Average Fringe Benefits or Range of Fringe Benefits
Management	N/A	N/A
Professional		
Administrative		
Production		
Independent Contractors		
Other		

B. Please state the anticipated date of completion of the Project site and the anticipated date of occupancy of the Project site:

Project Site Completion Date: 11/30/2020

Project Site Occupancy Date: 12/30/2020

## V. PROJECT COST

A. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost:</u>	<u>Amount:</u>
Land Acquisition	\$ 0
Building Construction	\$ 0
Building Renovation	\$ 0
Machinery and equipment costs	\$ 12,924,469 -
Utilities, roads and appurtenant costs	\$ 1,659,756
Architects and engineering fees	\$ 302,000
Costs of Bond issue (legal, financial and printing)	\$ 0
Construction loan fees and interest (if applicable)	\$ 0
Other (specify)	
Development, site diligence	\$ 97,466
25 year land lease total	\$1,585,499
Labor	\$ 880,000
	\$
<u>  TOTAL PROJECT COSTS:</u>	<u>\$17,449,190</u>

B. Have any of the above expenditures already been made by the Applicant?  
Yes x No       . If yes, indicate particulars:

Spend to date = \$2,797,222

Development = \$97,466

Interconnection upgrade costs= \$1,659,756

Engineering and pull tests = \$302,000

Equipment termination fees = \$738,000

## VI. FINANCIAL ASSISTANCE EXPECTED FROM THE AGENCY

### A. Tax Benefits:

1. Is the Applicant requesting a real property tax exemption in connection with the Project from the Agency? Yes  No .
2. Is the Applicant expecting to be appointed agent of the Agency for purposes of receiving an exemption from N.Y.S. Sales Tax or Compensating Use Tax? Yes  No .
3. Is the Applicant requesting a mortgage recording tax exemption in connection with the Project from the Agency? Yes  No .
4. What is the estimated value of each type of tax exemption being sought in connection with the Project? Please detail the type of tax exemption and value of each exemption:
  - a. N.Y.S. Sales and Compensating Use Taxes: \$  0
  - b. Mortgage Recording Taxes: \$  0
  - c. Real Property Taxes: \$  801,920   
**(Please consult with the Agency in calculating the estimated value of the real property tax exemption)**
  - d. Other (please specify):  
 \$  0   
 \$   
 \$

5. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax-exemption Policy? Yes  No . If yes, please explain how the request of the Applicant differs from the Agency's Uniform Tax-Exemption Policy:  
DG New York CS, LLC is requesting a 25 year Payment in Lieu of Taxes agreement with Cortland County IDA at an annual rate of \$4,500/MWAC with a 2% escalation rate. This would be a year 1 payment of \$22,500 to CCIDA and would increase 2% annually for a period of 25 years.  
DG New York CS, LLC is not requesting a tax exemption on the underlying land. The full real property tax would apply to the land underneath the project. The tax exemption is being requested for the real property improvement being added to the land by the Project.

### B. Financing:

1. Is the Applicant requesting that the Agency issue bonds to assist in financing the Project? Yes  No . If yes, indicate:
  - a. Principal Amount of Bonds Requested \$  0
  - b. Maturity Requested  N/A  Years
  - c. Is the Interest on such bonds intended to be exempt from federal income taxation? Yes  No .

Project financing to be accomplished through equity investment by the Company, investment tax credit and through a NYSERDA NY-Sun incentive. The break down is below.

Total Capital Expense = \$17,449,190

Investment Tax Credit = \$4,037,000

NYSERDA NY-Sun Solar Incentive + Community Adder = \$2,925,000

Equity invested by the Company = \$10,487,190

2. What is the approximate amount of private sector financing to be obtained? \$ 0. Is the Applicant expecting that the private sector financing of the Project will be secured by one or more mortgages? Yes        No x      . If yes, what is the approximate amount of private sector financing to be secured? \$ 0.
3. Is the Applicant expecting that any of the financing of the Project will come from public sector sources? Yes X       No       . What is the approximate amount of public sector financing to be obtained? \$ 2,925,000. If yes, is the Company expecting that the public sector financing of the Project will be secured by one or more mortgages or grant agreements? Yes X       No       . If yes, what is the approximate amount of public sector financing to be secured? \$ 2,925,000. NYSERDA NY-Sun Incentive+ Community Adder
4. Please state the approximate amount to be invested in the Project (not borrowed or the subject of a grant) by the Applicant  
\$ 14,524,190
5. Please state the approximate total amount of borrowed funds to be invested in the Project \$ 0.

## **VII. REPRESENTATIONS BY THE APPLICANT**

The Applicant understands and agrees with the Agency as follows:

- A. **Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the Federal Job Training Partnership Act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. **Local Workforce Development:** The Applicant understands and agrees that if the Project receives Financial Assistance from the Agency, except as provided by collective bargaining where practicable, the Applicant will increase the skill base of the local workforce through training, opportunities for professional development and career track advancement.

D. **Annual Sales Tax Filings:** In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

E. **Annual Employment Reports:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant will file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site.

F. **Absence of Conflicts of Interest:** The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

No conflict exists

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G. **Federal, State and Local Laws:** The Applicant/Owner/Occupant/Operator receiving the Financial Assistance understands and agrees that it must be, at all times, in compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

H. **Environmental Matters:** The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or Owner of the Premises to prepare and submit an environmental assessment and audit report including, but not limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the Owner and/or the Applicant.

All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-13, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made with reports required herein.

**I. Release:** The Applicant and/or Owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or Owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations and audits.

**J. Hold Harmless Provision:** The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suit or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency in connection with the Project, may be subject to recapture and/or termination by the Agency under such

terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application including, without limitation, information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

K. **False or Misleading Information.** The submission of any knowingly false or misleading information by the applicant may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

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## VERIFICATION

**(If Applicant is a Corporation, Limited Liability Company, General or Limited Partnership)**

STATE OF Florida )  
COUNTY OF Palm Beach ) ss.:

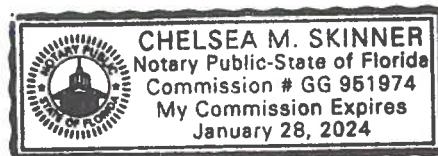
Matthew Ulman \_\_\_\_\_ deposes and says, under the penalties of perjury, that he/she is the Vice President \_\_\_\_\_ (must be the chief executive officer, member, manager, general partner or such other individual duly authorized to bind the applicant) of DG New York CS, LLC \_\_\_\_\_ (name of applicant); that he/she has read the foregoing application and knows the contents thereof; and that the same is true, complete and accurate to the best of his/her knowledge; that the reason this verification is made by the deponent and not by the applicant is the applicant is a Limited Liability Company (Corporation, Limited Liability Company, General or Limited Partnership). The grounds of deponent's belief relative to all matters in the application which are not stated upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as Vice President \_\_\_\_\_ of the applicant and from the books and records of the applicant.

Signature:   
Print Name: Matthew Ulman

Sworn to before me this 4th  
day of August, 2020



Notary Public



## List of Officers

Name	Title	Business Address
C s, Terrell Kirk II	President	700 Universe Blvd., Juno Beach, FL 33408
Beilhart, Kathy A.	Vice President & Treasurer	700 Universe Blvd., Juno Beach, FL 33408
Cutler, Paul I.	Vice President	700 Universe Blvd., Juno Beach, FL 33408
Handel, Matthew S.	Vice President	700 Universe Blvd., Juno Beach, FL 33408
Hernandez, Helena	Vice President	700 Universe Blvd., Juno Beach, FL 33408
Scrima, Vincent J.	Vice President	700 Universe Blvd., Juno Beach, FL 33408
Ulman, Matthew G.	Vice President	700 Universe Blvd., Juno Beach, FL 33408
Plotsky, Melissa A.	Secretary	700 Universe Blvd., Juno Beach, FL 33408
Longenecker Rose, Kristin	Assistant Vice President	700 Universe Blvd., Juno Beach, FL 33408
Patten IV, Mark B.	Assistant Vice President	700 Universe Blvd., Juno Beach, FL 33408
Witten, Lane S.	Assistant Vice President	700 Universe Blvd., Juno Beach, FL 33408
Seeley, W. Scott	Assistant Secretary	700 Universe Blvd., Juno Beach, FL 33408

Cortland County IDA Application for Financial Assistance  
Cortlandville 1

Attachment A

4/3/2020

**Section II Proposed Project Data**

**A. Description of the Project**

1. The Project is a 5 MWAC/7.5 MWDC solar photo voltaic energy facility including a 5.0 MWAC/15 MWH energy Storage facility (the Project). This Project is a Community Solar Generation facility that is in compliance with Rule 29 of the National Grid Electricity Tariff PSC 220 effective date 2/1/2020. Once completed, the Project will generate clean electricity from the solar panels. The energy storage system will assist in maximizing the energy production from the system.

The generated electricity will be injected into the National Grid distribution system. National Grid will provide DG New York with billing credits for the energy injected into their distribution system. DG New York will sell these credits, through subscriptions to the community solar Project, to National Grid customers at a discounted rate, saving these National Grid electricity customer money on their electric bill.

Site control for the Project is through a lease with the property owner. The term of the lease is 25 years with 2 possible 5 year extensions.

DG New York CS, LLC (DG New York) will construct own and operate the solar and energy storage facility. This will include construction, operations and maintenance. The operations and maintenance will include 24/7 monitoring, vegetation management, annual and as needed equipment inspection, maintenance and repair.

2. The Project is not financially viable at the full tax rate and would not be able to proceed without financial assistance.

On 10/27/2019 DG New York CS, LLC, in compliance with RPTL 487, notified the taxing entities of our intent to construct a solar facility. The taxing entities included Cortland County, Town of Cortlandville, and Homer Central School District. In response Cortland County and the Town of Cortlandville notified DG New York of the requirement to enter into a Payment in Lieu of Taxes (PILOT) agreement regarding the real property taxes for the solar and energy storage facility.

DG New York contacted the Cortland County Industrial Development Agency to assist in the negotiation of a PILOT. Through this discussion it was decided to pursue a Financial Assistance Application through the Cortland County Industrial Development Agency (CCIDA). This would facilitate the negotiations for all parties.

The Project is part of a larger community solar portfolio that DG New York is developing in New York. This community solar portfolio will assist in reaching New York State Clean Energy Standard goals of 50% of electricity in New York from renewable energy resources.

The community solar program provides the opportunity for reduced energy costs for any National Grid electricity account holder. By subscribing as an offtaker to this community solar project a National Grid electric account holder will receive bill credits equal to up to 100% of their annual electricity usage. These bill credits will be applied to their National Grid electric bill providing energy cost savings. There is no cost to subscribe. Any qualifying National Grid electric customer may sign up as a subscriber. This applies to municipal, Commercial, industrial, agricultural, residential electric utility customers.

The Project site control is through a lease with the property owner. The current use of the Project area is agricultural through a lease. The Project will provide income to the property owner for up to 35 years, providing a stable source of income.

The Project will provide stable, long term tax revenue to the taxing entities including, Cortland County, Town of Cortlandville, Homer Central School District. Without the CCIDA financial assistance the project could not proceed and these taxing entities would not receive this additional tax income.

The Project will provide income opportunity for local suppliers, contractors, and businesses. The Project will require construction materials such as gravel, etc. The construction staff will use local services such as restaurants and hotels. These opportunities are another source of income that will be brought to the Cortland County community through the approval of the financial assistance and construction of the Project.

**CONFIRMATION OF LOCAL LAND USE APPROVAL**  
Planning and Zoning Form



<b>Applicant Information</b>			
Company Name:	DG New York CS, LLC		
Contact Name:	Janet Ward	Title:	Project Manager Development
Email Address:	janet.ward@nexteraeenergy.com	Telephone Number:	914-256-7644

<b>Project Information</b>	
Project Name:	Cortlandville 1 Solar and Energy Storage
Project Address:	East River Road Parcel 87.00-03-02.110
Solar Project Size (AC/DC):	5.0MWAC/7.5MWDC
Energy Storage Size AC: (if applicable)	5.0MWAC

<b>Municipality Information</b>			
Municipality Name:	Town of Cortlandville, NY		
Contact Name:	Bruce Weber	Title:	Planning and Zoning Officer
Email Address:	bweber@cortlandville.org	Telephone Number:	607-756-7052

<b>Required Solar Land Use Approvals</b>			
Land Use Approval and Date Approved (check all that apply):			
<input checked="" type="checkbox"/>	Special Use Permit	Date Approved:	1/7/20
<input type="checkbox"/>	Site Plan Review	Date Approved:	
<input checked="" type="checkbox"/>	SEQR Negative Declaration (if municipality is lead agency)	Date Approved:	1/7/20
<input checked="" type="checkbox"/>	Other (list type): Aquifer Permit	Date Approved:	1/22/20
<input type="checkbox"/>	No Land Use or Zoning Approval is required for this project		
<b>Required Energy Storage Land Use Approval(s) (if applicable)</b>			
List type of approval required:		Date Approved:	

NYSERDA respectfully requests that the municipality sign a copy of this form acknowledging and confirming the above is accurate and correct, and that this project has received all required local land use approvals for the solar PV project. If Energy Storage is part of the project, the Contractor is responsible for providing to NYSERDA, a copy of the meeting minutes confirming the Energy Storage system was presented to or approved by the municipality. NYSERDA may contact the municipality to confirm approvals if needed.

**ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY**

  
\_\_\_\_\_  
Signature

2-18-20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Title

# PRESENTATION TO PLANNING/ZONING BOARD FOR ENERGY STORAGE

## Planning and Zoning Form

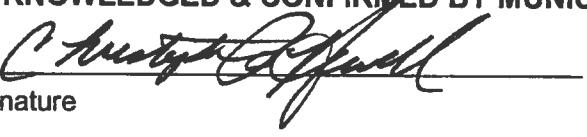
The New York State Energy Research and Development Authority (NYSERDA) developed the first comprehensive set of guidelines for reviewing and evaluating battery energy storage systems. The Battery Energy Storage System Guidebook helps municipalities develop a battery energy storage system permitting and inspection processes to ensure efficiency, transparency, and safety in their communities. Municipalities can download the New York Battery Energy Storage System Guidebook at <https://www.nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Siting/Battery-Energy-Storage-Guidebook>.

NYSERDA offers continuing free technical assistance to local governments to help implement the best practices outlined in the Battery Energy Storage System Guidebook. Municipalities interested in free technical assistance may reach out to the NYSERDA Clean Energy Siting Team at [cleanenergyhelp@nyserda.ny.gov](mailto:cleanenergyhelp@nyserda.ny.gov).

NYSERDA respectfully requests that the municipality sign a copy of this form acknowledging receipt of the below information as part of the Applicant's presentation to the Planning/Zoning Board.

<b>Applicant Information</b>			
Company Name:	DG New York CS, LLC		
Contact Name:	Janet Ward	Title:	Project Manager Development
Email Address:	Janet.ward@nexteraeenergy.com	Telephone Number:	914-256-7644
<b>Project Information</b>			
Project Name:	Cortlandville 1 Solar and Energy Storage Project		
Project Address:	Parcel # 87.00-03-02.110 East River Road, Cortlandville, NY 13045		
Energy Storage Size, MW (AC):	5.0		
Energy Storage Technology Type:	Lithium Ion		
Solar Project Size, MW (DC) (if applicable):	7.5		
<b>Municipality Information</b>			
Municipality Name:	Town of Cortlandville, NY		
Contact Name:	Christopher Newell	Title:	Planning Board Chairman
Email Address:	bweber@cortlandville.org	Telephone Number:	(607) 756-7052

### ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY Planning/Zoning Board Member

  
Signature

12-3-19  
Date

Christopher Newell  
Print Name

Planning Board Chairman  
Title

**TOWN OF CORTLANDVILLE PLANNING BOARD**  
**Minutes of Regular Meeting - Tuesday, 7 January 2020 - 7:30 PM**  
**Town Hall Board Room - 3577 Terrace Road - Cortland, NY**

**Board Members** (\*absent)  
Christopher Newell, Chairman  
Nicholas Renzi  
Nasrin Parvizi  
Laird Updyke  
Ann Hotchkin

**Others Present**  
Bruce Weber, Town Planning/Zoning Officer  
John A. DelVecchio, Town Attorney  
Joan E. Fitch, Board Secretary

**Applicants & Public Present**

Janet Ward for DG New York CS, LLC, Applicant; Paul Stupke, Sr., Applicant; Benjamin Locke, Applicant; Gregory Leach, Applicant; Leach Attorney Thomas Fucillo, Barbara & Patrick Leach, Kelley Locke, Paul Stupke, Jr., Arik Stupke, Pam Jenkins, Bob Martin.

**REGULAR MEETING**

The Regular Meeting of the Town of Cortlandville Planning Board was called to order at 7:30 p.m. by Chairman Chris Newell.

**OLD BUSINESS**

**Gregory Leach, Applicant/Leach Properties, LLC, Reputed Owner - 1834 NYS Route 13 - TM #77.00-13-11.000 - Conditional Permit - Addition to Existing Building**

(Reference is made to previous Minutes for additional details regarding this application.)

Town Attorney John DelVecchio stated that he had prepared a draft Resolution for the Board's consideration. The proposed Resolution includes all appropriate details of the scenario. When the February 2017 application was submitted, Attorney DelVecchio was a member of the Planning Board, but that application he considers separate and distinct and so believes there is no conflict of interest as the Town Attorney. Member Ann Hotchkin also stated that she was a member of the Cortland County Planning Board at that time too.

Attorney DelVecchio reported that the proposed Resolution also went into the distinctions with the separate applications, and he reviewed the Resolution with those present and as contained therein. He also stated that no prior Supreme Court decision prohibits this Board's jurisdictional authority to take a position as to whether or not to grant Mr. Leach a Conditional Permit with respect to his proposed use as a commercial garage. He advised the Board that they did not have to adopt the proposed Resolution, they could modify it, they could ignore it altogether. Each Board member had been provided a copy of this Resolution.

Chairman Newell asked if everyone had read Attorney DelVecchio's proposed Resolution and the Cortland County Planning Board's recommendations to approve this application. All had, and Member Nick Renzi had some comments on the Resolution, as follows:

"I appreciate and thank Town Attorney John DelVecchio for summarizing the background on the Leach Conditional Permit application.

"Town Attorney John DelVecchio prepared the document titled Resolution of Town of Cortlandville Planning Board. Within this document on page 3 item 8 states "With respect to the standards for issuance of a Conditional Permit, the Board makes the following specific findings:" listing items a. to i. which exactly parallels the Town Code Section 178-75 items 1. to 9. This Section is titled Structure/use requirements for permit approval with paragraph A stating "In order to grant approval for a conditional permit, the applicant (emphasis added) must prove that the structure and/or use." followed by the aforementioned items 1 to 9.

"On page 3 of the proposed Resolution there are conclusions attributed to the Planning Board that have not been made by the Planning Board but if they have then there should be a reference to the date of the meeting when said conclusions were made.

"The Town Attorney has presented the resolution as though he is the attorney for the applicant, which is contrary to the Town Code as referenced above. The applicant and/or his attorney should prepare the Resolution and submit it to the Town Planning Board and the Town Attorney.

"As a point of reference I offer the Resolution of the Town Of Cortlandville Planning Board for the Wal-Mart Supercenter dated July 31, 2007. This project, which was in work for at least four years and was several orders of magnitude more complicated than the Leach project had the author of the Resolution the attorney for Wal-Mart not the Town Attorney. The resolution consists of 49 pages including attachments. The first 7 pages contain about forty (40) whereas statements with dates and names of the organizations making the statements.

"I recommend that the required resolution for the Leach application be prepared by the applicant as required by the Town Code, and submitted for action by the Planning Board."

Town Attorney DelVecchio argued that there is nothing in the Code that actually says that the applicant has to prepare the Resolution. What he did, he said, was he provided this Board with a proposed Resolution for the Board's consideration. It is the Board's job to review all the issues in their analysis and deliberations. PZO Weber commented, "I don't think that the intent is that you just accept the Resolution, but it points out to you what you would need to do in order to complete it so when you go through the conditions for granting a Conditional Permit it's been laid out for you to go through that. And that's why John is saying the decision is yours as to making those determinations. So part of what your job is now is to go through the list of why you issue or not issue a Conditional Permit. And at the end of that, you may then look at the Resolution that's been prepared." Member Renzi said he wanted to see something from the applicant that follows the Code.

Attorney DelVecchio then countered, "Mr. Leach has provided a Conditional Permit Application (that's certainly something to consider what's asserted in that application. Mr. Fucillo, Mr. Leach's counsel, has prepared a letter which I distributed to you right at the final stages of the last meeting, which you may have forgot about . . ." (dated November 27<sup>th</sup>). "That letter goes through the Conditional Permit analysis and certainly it can be utilized for your consideration whether the applicant has provided you with any evidence to prove to you that the parameters . . . have been satisfied."

Chairman Newell noted that this was a Type II action which did not require a SEQR. Mr. Leach's attorney, Thomas Fucillo, commented that it is very common for the Board's attorney to prepare a Resolution. It's creating a great record. It's all information contained in the Conditional Permit application.

Member Renzi stated it is very important that we don't open ourselves to legal action. Member Laird Updyke brought up the possible modification of the proposed Resolution to incorporate a couple of items that were not there, e.g., Attorney Fucillo's letter.

Chairman Newell asked if someone wanted to make a motion incorporating Attorney Fucillo's letter along with Town Attorney DelVecchio's Resolution. The Board briefly discussed the composition of a motion, assisted by Town Attorney DelVecchio. PZO Weber then asked the Board if they would like to do Part 2 of the Short Environmental Assessment Form in keeping with the record. Chairman Newell read aloud the questions contained in Part 2 of the SEAF; negative responses were received to all questions. Upon completion, Attorney DelVecchio advised, and it was the finding that it is not necessary for the Planning Board to make a declaration and, as such, no further action with regard to SEQRA is necessary.

**A motion was then made by Member Hotchkin to approve the Conditional Permit application as submitted, with the understanding that the Board will adopt the proposed Resolution (five pages in length) dated 7 January 2020, and further that the Resolution incorporates a specific understanding that the applicant has met the requirements set forth in Section 178-75 of the Town of Cortlandville Zoning Code, and that the proposed Resolution incorporate by reference Attorney Fucillo's letter to the Town Planning Board and Town Attorney dated 27 November 2019 and also**

**incorporate the Cortland County Planning Board's recommendations contained in their Resolution No. 19-24 of 18 December 2019. The motion was seconded by Member Updyke, with the vote**

recorded as follows:

<b>Ayes:</b> Chairman Newell Member Renzi Member Parvizi Member Updyke Member Hotchkin	<b>Nays:</b> None
--	-------------------

**Motion carried.**

**This becomes Action #1 of 2020.**

The Resolution was completed, signed, dated, and given to the Town Attorney for filing with the Town Clerk.

## **NEW BUSINESS**

### **Ben Locke, Applicant/Sarah Sykowski, Reputed Owner – 987 NYS Route 222 – TM #86.13-01-43.200 – Lot Line Adjustment**

Chairman Newell recognized Sarah Sykowski who explained that she was seeking approval to combine two adjacent parcels of land as shown on the map accompanying the application. Tax Map #86.13-01-44.000 would be combined with the subject parcel to create one parcel.

With everyone in agreement, and with no further discussion, a motion was made by Member Hotchkin to approve the Lot Line Adjustment, as requested. The motion was seconded by Member Renzi, with the vote recorded as follows:

<b>Ayes:</b> Chairman Newell Member Renzi Member Parvizi Member Updyke Member Hotchkin	<b>Nays:</b> None
--	-------------------

**Motion carried.**

**This becomes Action #2 of 2020.**

### **Paul Stupke, Sr., Applicant/Reputed Owner – 749 Stupke Road – TM #95.15-03-08.000 – Conditional Permit – Building Addition**

Chair Newell recognized the applicant and his son who were seeking a Conditional Permit to construct a 15± ft. by 28± ft. addition to their existing building as shown on the sketches attached to the application. The building will be used for towing and shop supplies. Construction details were provided to Board members. There will be no floor drains.

PZO Weber advised the Board that a variance had been granted some time ago to allow a business at this location.

With no further discussion, a motion was made by Member Renzi to approve the Conditional Permit for the proposed building addition, as requested. The motion was seconded by Member Nasrin Parvizi, with the vote recorded as follows:

<b>Ayes:</b> Chairman Newell Member Renzi Member Parvizi Member Updyke	<b>Nays:</b> None
	<b>Abstain:</b> Member Hotchkin

**Motion carried.**

**This becomes Action #3 of 2020.**

(Member Parvizi was excused at 8:48 p.m.)

**OLD BUSINESS (RE-VISITED)**

**DG New York CS, LLC, Applicant/Joanne Condron, Reputed Owner - East River Road - TM #87.00-03-02.110 (Cortlandville 1) - AND - DG New York CS, LLC, Applicant/Douglas Christofferson, Reputed Owner - Riley Road - TM #87.00-01-08.100 (Cortlandville 3) - Aquifer & Conditional Permits - Proposed Large-Scale Solar Energy Systems**

(Reference is made to this Board's previous Minutes of 12/3/19 for additional details.)

Member Renzi read aloud his comments follows:

**COMMENTS ON THE DECEMBER 3, 2019 SUBMITTALS  
FOR THE DG NEW YORK CS PROJECTS**

1. The comments of N.Renzi dated 10-28-19 have been addressed.
2. The submitted Description of Proposed Use addresses all of the information describing the project and addresses all of the Conditional Permit requirements. The "Appropriate" safety measures should be described under item (9).
3. In the submitted operations & Maintenance Plan please include a requirement to submit inspection reports including training programs and root cause analysis to the Town.
4. In drawing number E-101 General Site Overview, are the Jinco Solar and Risen Solar manufacturers interchangeable or are the two going to be used concurrently? The Revision box item 2 should be described exactly as noted in the field of the drawing. Please explain the use of Safe Harbor modules in relation to the Jinko and Risen modules. Fill in the Drawn By box.
5. As a general rule, please date documents such as the Description of Proposed Use and also number the pages for ease of referencing.
6. Having filled out Part 1 Project and Setting of the Full Environmental Assessment Form the Planning Board will proceed with Part 2 Identification of Potential Project Impacts.

Prepared by Nick Renzi for discussion purposes.  
January 5, 2020

Chairman Newell recognized Janet Ward, representing Next Era Energy Resources, LLC, who responded to Member Renzi's comments.

Member Updyke asked about the sound the motors that turn the track, with 140 to 150 at each site, would make when moving. Ms. Ward responded she would have to ask their engineer, but she understood that there would be a slight hum from the transformers which is, at 50 feet, about the sound of a washing machine in the next room.

Chairman Newell commented that the Board should proceed with the Full Environmental Assessment under SEQRA for each site, and review the recommendations from County Planning. All responses to the LEAF were recorded by PZO Weber.

**Long Environmental Assessment Form**

**Re: DG New York CS, LLC - East River Road - TM #87.00-03-02.110 (Cortlandville 1)**

At the conclusion of a brief discussion, Chairman Newell read aloud Part II of the Full Environmental Assessment Form. Negative responses were obtained to all questions in Part II. Therefore, it was determined by the Planning Board, **on a motion made by Member Hotchkin, that the action, based on the information submitted, would not cause any significant adverse environmental impact, resulting in a Negative Declaration. The motion was seconded by Member Renzi, with the vote**

recorded as follows:

Ayes: Chairman Newell	Nays: None
Member Renzi	
Member Updyke	
Member Hotchkin	Absent: Member Parvizi

Motion carried.

**This becomes Action #4 of 2020.**

**Re: DG New York CS, LLC - Riley Road - TM #87.00-01-08.100 (Cortlandville 3)**

Chairman Newell read aloud Part II of the Full Environmental Assessment Form. Negative responses were obtained to all questions in Part II. Therefore, it was determined by the Planning Board, **on a motion made by Member Hotchkin, that the action, based on the information submitted, would not cause any significant adverse environmental impact, resulting in a Negative Declaration. The motion was seconded by Member Updyke, with the vote recorded as follows:**

Ayes: Chairman Newell	Nays: None
Member Renzi	
Member Updyke	
Member Hotchkin	Absent: Member Parvizi

Motion carried.

**This becomes Action #5 of 2020.**

**Conditional Permits**

**Re: DG New York CS, LLC - East River Road - TM #87.00-03-02.110 (Cortlandville 1)**

After reviewing the Cortland County Planning Board's recommendations, a motion was made by **Member Hotchkin to approve the Conditional Permit for the Large-Scale Solar Energy System, as requested, incorporating Items 1 thru 11 of the Cortland County Planning Board's Resolution No. 19-22 dated 20 November 2019. The motion was seconded by Member Updyke, with the vote recorded as follows:**

Ayes: Chairman Newell	Nays: None
Member Renzi	
Member Updyke	
Member Hotchkin	Absent: Member Parvizi

Motion carried.

**This becomes Action #6 of 2020.**

**Re: DG New York CS, LLC - Riley Road - TM #87.00-01-08.100 (Cortlandville 3)**

After reviewing the Cortland County Planning Board's recommendations, a motion was made by **Member Hotchkin to approve the Conditional Permit for the Large-Scale Solar Energy System, as requested, incorporating Items 1 thru 10 of the Cortland County Planning Board's Resolution No. 19-21 dated 20 November 2019. The motion was seconded by Member Updyke, with the vote recorded as follows:**

Ayes: Chairman Newell	Nays: None
Member Renzi	
Member Updyke	
Member Hotchkin	Absent: Member Parvizi

Motion carried.

**This becomes Action #7 of 2020.**

**Aquifer Protection District Special Permit Recommendation****Re: DG New York CS, LLC - East River Road - TM #87.00-03-02.110 (Cortlandville 1)**

A motion was made by Member Hotchkin to recommend to the Town Board that they issue an Aquifer Protection District Special Permit for the proposed Large-Scale Solar Energy System. The motion was seconded by Member Renzi, with the vote recorded as follows:

Ayes: Chairman Newell  
Member Renzi  
Member Updyke  
Member Hotchkin

Nays: None  
Absent: Member Parvizi

Motion carried.

**This becomes Action #8 of 2020.**

**Re: DG New York CS, LLC - Riley Road - TM #87.00-01-08.100 (Cortlandville 3)**

A motion was made by Member Hotchkin to recommend to the Town Board that they issue an Aquifer Protection District Special Permit for the proposed Large-Scale Solar Energy System. The motion was seconded by Member Renzi, with the vote recorded as follows:

Ayes: Chairman Newell  
Member Renzi  
Member Updyke  
Member Hotchkin

Nays: None  
Absent: Member Parvizi

Motion carried.

**This becomes Action #9 of 2020.**

**OTHER DISCUSSION**

- Member Renzi brought up resuming the preparation and distribution of the Conditional Permit Log which was kept previously. This Log was used to keep track of the disposition of these Permits, making sure that the conditions had been adhered to. PZO Weber suggested talking with the new Town Supervisor, Tom Williams, about this.
- Member Renzi mentioned that the Town had always received Maintenance Reports from Walmart via County Soil & Water. He has not seen any of these reports in the last year or two and would like to receive them. He suggested a meeting with Amanda Barber to see if the items in this Board's requirements had been adhered to as a follow-up to their Stormwater Management Plan.

**ADJOURNMENT**

At 9:15 p.m., a motion to adjourn the meeting was made by Member Updyke, seconded by Member Hotchkin, with all members present voting in the affirmative.

  
Joan E. Fitch, Board Secretary

Draft e-mailed to Town Clerk, JBF, PB Members,  
DD, BW, KM & DC on 1/23/20.  
Approved 2/4/20.

Town of Cortlandville  
Town Board Meeting – January 22, 2020

RESOLUTION #31

APPROVE AQUIFER PROTECTION PERMIT #1 OF 2020  
SUBMITTED BY DG NEW YORK CS, LLC FOR PROPERTY  
OWNED BY JOANNE CONDRON LOCATED OFF OF EAST  
RIVER ROAD SUBJECT TO CONDITIONS

---

Motion by Councilman Guido

Seconded by Councilman Cobb

VOTES: AYE – Williams, Cobb, Guido, Testa

NAY – 0

ABSENT – Withey

ADOPTED

WHEREAS, the Cortland County Planning Department and the Town Planning Board have reviewed and recommended approval of this Aquifer Protection Permit application, and

WHEREAS, the Town Planning Board as Lead Agent, duly reviewed and completed the Full Environmental Assessment Form and determined that the proposed action will not produce any significant adverse environmental impact, resulting in a Negative Declaration under SEQRA, and

WHEREAS, a Public Hearing was duly held by this Town Board, therefore

BE IT RESOLVED, the Town Board does hereby approve Aquifer Protection Permit #1 of 2020, submitted by DG New York CS, LLC, for property owned by Joanne Condon (Cortlandville 1), permitting the construction five megawatt ground mounted large scale solar energy system encompassing approximately 31.27+- acres, located on the east side of East River Road and the north side of Riley Road, tax map #87.00-03-02.110, subject to the following conditions from the Town and County Planning Boards:

1. The applicant obtaining written approval for the driveway entrance to Riley Road from the Town Highway Superintendent since Riley Road is a town road.
2. That a maintenance schedule be established to ensure that vegetative cover underneath the panels is maintained post-construction as it will be the primary management practice for stormwater on site.
3. That the applicant prepare and submit an erosion and sediment control plan to the Town to address erosion and sediment control during construction and revegetation of all pervious areas upon completion of construction.
4. The applicant preparing and obtaining approval of a stormwater pollution prevention plan (SWPPP) including water quality and quantity management for this site from the Town

upon review by the County Soil and Water Conservation District, if it is determined that this project would disturb more than one acre of land.

5. The applicant filing a Notice of Intent with the NYS Department of Environmental Conservation (DEC) in addition to the preparation of a stormwater pollution prevention plan for the site per the NYS Phase II stormwater regulations and obtaining a NYSDEC Construction Stormwater Permit GP-0-15-002 coverage if it is determined that this project would disturb more than one acre of land. The SWPPP must meet the current Stormwater Management Design Manual and the Runoff Reduction and Green Infrastructure requirements.
6. That disturbed areas are replanted with native species to enhance ecological values.
7. That the applicant contacts the NYS DEC Division of Environmental Permits to request a jurisdiction determination and to apply for and obtain any permits required as a result of this determination.
8. That the applicant provide a written narrative to the Town as to how concerns regarding noise impacts on the neighboring residential properties during installation of the solar panels and visual impacts once the solar arrays are installed are being addressed.
9. That the applicant providing assurances to the Town that the necessary steps would be taken to minimize reflective glare impact on neighboring residential properties.
10. The applicant obtaining Town Planning Board approval of the use of prime farmland for a ground-mounted large-scale solar energy system.
11. Potential impacts to identified archeological sites on this property being evaluated and avoided.
12. Compliance with SEQR requirements.

AND IT IS FURTHER RESOLVED, the Supervisor is hereby authorized to sign the permit.

Town of Cortlandville  
Town Board Meeting – January 22, 2020

RESOLUTION #32

APPROVE AQUIFER PROTECTION PERMIT #2 OF 2020  
SUBMITTED BY DG NEW YORK CS, LLC FOR PROPERTY  
OWNED BY DOUGLAS J. CHRISTOFFERSON LOCATED  
OFF OF RILEY ROAD SUBJECT TO CONDITIONS

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Motion by Councilman Guido

Seconded by Councilman Testa

VOTES: AYE – Williams, Cobb, Guido, Testa

NAY – 0

ABSENT – Withey

ADOPTED

WHEREAS, the Cortland County Planning Department and the Town Planning Board have reviewed and recommended approval of this Aquifer Protection Permit application, and

WHEREAS, the Town Planning Board as Lead Agent, duly reviewed and completed the Full Environmental Assessment Form and determined that the proposed action will not produce any significant adverse environmental impact, resulting in a Negative Declaration under SEQRA, and

WHEREAS, a Public Hearing was duly held by this Town Board, therefore

BE IT RESOLVED, the Town Board does hereby approve Aquifer Protection Permit #2 of 2020, submitted by DG New York CS, LLC for property owned by Douglas J. Christofferson (Cortlandville 3), permitting the construction of a five megawatt ground mounted large scale solar energy system encompassing approximately 36.6+- acres, located at the end of Riley Road, tax map #87.00-01-08.100, subject to the following conditions from the Town and County Planning Boards:

1. The applicant obtaining written approval for the driveway entrance to Carr Hill Road from the Town Highway Superintendent since Carr Hill Road is a town road.
2. That an easement be written into the deeds of all properties that the proposed driveway access travels through to insure continued access to the solar array in the event that the involved properties are sold separately in the future.
3. That the applicant provide a written narrative to the Town as to how concerns regarding noise, dust and stormwater runoff impacts on the neighboring residential properties during construction of the driveway and installation of the solar panels are being addressed to determine if the access driveway and its connection with Carr Hill Road need to be relocated further from these neighboring residential properties to alleviate these concerns.

4. That a maintenance schedule be established to ensure that vegetative cover underneath the panels is maintained post-construction as it will be the primary management practice for stormwater on site.
5. The applicant preparing and obtaining approval of a stormwater pollution prevention plan (SWPPP) including water quality and quantity management for this site both during and after construction from the Town upon review by the County Soil and Water Conservation District, since this project would disturb more than one acre of land.
6. The applicant filing a Notice of Intent with the NYS Department of Environmental Conservation (DEC) in addition to the preparation of a stormwater pollution prevention plan for the site per the NYS Phase II stormwater regulations and obtaining a NYSDEC Construction Stormwater Permit GP-0-15-002 coverage since this project would disturb more than one acre of land. The SWPPP must meet the current Stormwater Management Design Manual and the Runoff Reduction and Green Infrastructure requirements.
7. That the applicant contacts the NYS DEC Division of Environmental Permits to request a jurisdiction determination and to apply for and obtain any permits required as a result of this determination.
8. That the applicant providing assurances to the Town that the necessary steps would be taken to minimize reflective glare impact on surrounding residential values.
9. That disturbed areas are replanted with native species to enhance ecological values.
10. That the applicant consults with and obtains written confirmation from the DEC that it is acceptable to install solar arrays within these delineated wetland areas.
11. Compliance with SEQR requirements.

AND IT IS FURTHER RESOLVED, the Supervisor is hereby authorized to sign the permit.

## **SOLAR OPTION, LEASE AND EASEMENT AGREEMENT**

1. **Parties.** This Solar Option, Lease and Easement Agreement ("Agreement") is made and entered as of the 19<sup>th</sup> day of August, 2019 ("Effective Date"), by and between Joanne R. Condron, a single woman, ("Owner") and DG New York CS, LLC, a Delaware limited liability company ("Operator"), which are sometimes individually referred to as a "Party" and collectively as the "Parties".

2. **Project.** This Agreement relates to the solar-powered electrical power generation and transmission project known as the "NY DG Solar Project" to be located in Cortland County, New York ("Project"), which may be wholly or partially located on the Owner's property legally described on the attached Exhibit A to this Agreement ("Owner's Property"). Upon Operator's exercise of the Option (as defined below), the Project shall include (i) the Lease of Owner's Property described in Section 4 (ii) the Easements referenced in Section 5 that are located on the Owner's Property, and (iii) the Improvements referenced in Section 8 to be constructed on Owner's Property. The Lease, Easements and Improvements are sometimes collectively referred to as the "Operator Property".

3. **Option.** Owner grants to Operator an exclusive option ("Option") to acquire the Lease and Easements referenced in Sections 4 and 5 in accordance with the following terms and conditions. Operator shall be entitled to acquire the Lease and the Easements in their entirety or in part, as Operator deems appropriate.

3.1 **Option Term.** The period during which Operator may exercise the Option shall be for a term of four (4) years, commencing on the Effective Date ("Option Term").

3.2 **Option Payment.** As initial consideration for the granting of the Option, Operator agrees to pay Owner the amounts set forth in Exhibit D.

3.3 **Use of Owner's Property.** During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Owner's Property and the right of ingress and egress over and across the Owner's Property for the purposes of (i) surveying the Owner's Property; (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Owner's use of the Owner's Property; and (iii) installing, maintaining, operating, inspecting and removing one or more weather related instruments ("Weather Instruments") and fencing of said Weather Instruments and including the performance of all tests and studies associated therewith. Owner shall not permit any other individual or entity except Operator or its affiliates to install Weather Instruments on Owner's Property.

3.4 **Right to Grant Option.** Owner warrants and represents to Operator that (i) the statements in Section 9 concerning Owner's title to the Owner's Property are true and correct; (ii) Owner has the authority to grant this Option to Operator without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to

purchase, leases or mortgages that would prevent Operator from exercising its rights with respect to the Option.

3.5 **Exercise of Option.** Operator may exercise the Option by giving written notice to Owner ("Option Notice") at any time during the Option Term. Operator shall specify in the Option Notice the Commencement Date referenced in Section 6.1.1. On the Commencement Date, the Lease and Easements referenced in Sections 4 and 5 shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Lease and Easements and all rights and obligations relating thereto.

3.6 **Termination of Option.** If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as the optionee shall automatically terminate.

4. **Lease.** Upon exercise of the Option by Operator, Owner leases to Operator, and Operator leases from Owner, Owner's Property for the Lease and Easement Term (defined in Section 6.1) in accordance with the terms and conditions of this Agreement ("Lease"), which Lease grants Operator and its agents, contractor's, and employees the right to use the Owner's Property for the following permitted uses:

4.1 **Construction Right.** Operator leases Owner's Property for the purpose of constructing, operating, maintaining, repairing, replacing, and removing all or any part or component of the Improvements whether located on Owner's Property. Operator may exercise its right to use all or any part of the Owner's Property as and when Operator deems it necessary or advisable to do so to perform the activities for which this right is granted, including, without limitation, staging areas and parking for Operator's employees.

4.2 **Access Right.**

4.2.1 Operator leases the Owner's Property for unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, Owner's Property and any public roadways, and to construct, maintain, and utilize Roadway Improvements on the Operator Property. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Owner's Property or in any other way interfere with Operator's rights under this right.

4.2.2 Operator shall repair any damage done to Roadway Improvements which result from use by Operator, its agents, servants or employees. Such roads shall be maintained in the condition necessary for use by Operator's equipment, and with regard to existing roads, shall be maintained in at least the condition that existed prior to Operator's use.

4.3 **Solar Panels Right.** Operator leases the Operator Property for Operator to construct, operate, replace, relocate, remove, and maintain Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Operator Property.

4.4 **Collection Facilities Right.** Operator leases the Operator Property for Operator to construct, operate, maintain, replace, relocate or remove Collection Facilities on and under the Operator Property.

4.5 **Substation Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove one or more Substations on Owner's Property.

4.6 **Telecommunication Right.** Operator leases the Operator Property for Operator to construct, operate, maintain, replace, relocate or remove Telecommunication Facilities on and under the Operator Property.

4.7 **Weather Instrument Right.** Operator leases Owner's Property in order to construct, operate, replace, relocate, remove, and maintain one or more Weather Instruments and the appurtenant Collection Facilities on Owner's Property.

4.8 **Battery Facilities Right.** Operator leases Owner's Property in order to construct, operate, replace, relocate, remove, and maintain one or more Battery Facilities on Owner's Property.

5. **Grant of Easements.** Upon the exercise of the Option by Operator, Owner grants to Operator, and Operator accepts from Owner, for the Lease and Easement Term referenced in Section 6.1, the following easements over and across the Owner's Property in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Operator and Operator's agents, contractors and employees and located on the Owner's Property and are collectively referred to as the "Easements".

#### 5.1 **Sun Non-Obstruction Easement.**

5.1.1 Owner grants Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property ("Sun Non-Obstruction Easement"). Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instruments; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement ("Interference").

5.1.2 This grant of the Sun Non-Obstruction Easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Project contemplated by Operator. Operator shall notify Owner before making any such removals.

5.2 **Effects Easement.** Owner grants to Operator a non-exclusive easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property ("Effects Easement").

6. **Term.** The term of this Agreement ("Term") includes the Option Term referenced in Section 3.1, the Initial Lease and Easement Term as described in Section 6.1.1 and the Extended Lease and Easement Term as described in Section 6.1.2 (together, the Initial Lease and Easement Term and the Extended Lease and Easement Term, if applicable, is defined as the "Lease and Easement Term").

## 6.1 Lease and Easement Term.

6.1.1 **Initial Lease and Easement Term.** The initial term of the Lease and Easements shall commence on the date specified by Operator in the Option Notice ("Commencement Date"). The initial term of the Lease and Easements shall end twenty-five (25) years after the Commencement Date (the "Initial Lease and Easement Term"), subject to the rights of renewal and termination as provided in this Agreement.

6.1.2 **Extended Lease and Easement Term.** Operator shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively "Extended Lease and Easement Term") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Lease and Easement Term shall begin on the expiration date of the Initial Lease and Easement Term or previous Extended Lease and Easement Term, as the case may be. During the Extended Lease and Easement Term, Operator shall pay Owner the amounts set forth in **Exhibit D** as the consideration for the Lease and Easements.

6.1.3 **Delays During Lease and Easement Term.** At Operator's option, the Term may be extended for a period of time equal to the period of time during which operation of the Project is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure, which are defined as follows:

(i) "Regulatory Suspension" shall mean the enactment or application of any law, order, rule, or regulation of the New York State Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Operator, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels; and

(ii) "Force Majeure" shall mean causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires or cables to the Project by persons other than Operator's employees or contractors, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Commencement Date and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no



event later than thirty (30) days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.

**6.2 Termination by Operator.** Provided Operator is not in default under any term of this Agreement, Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement, as to all or any part of the Operator Property. Termination shall be effective thirty (30) days after written notice of such termination to Owner. If Operator's notice is a full termination of the Operator Property, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) the removal of the Improvements by Operator pursuant to Section 8.11; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Operator, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Operator, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination.

**7. Payments.** If Operator exercises the Option referenced in Section 3, Operator agrees to pay Owner the amounts set forth in **Exhibit D** as consideration for the Lease, Easements and Operator's other rights and interests in the Owner's Property.

**8. Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and property of every kind and character required for the construction and operation of portions of the Project on the Owner's Property, including, but not limited to, the Solar Panels, Collection Facilities, Substations, Telecommunication Facilities, Weather Instruments, Roadway Improvements and Battery Facilities referenced in Sections 8.1 through 8.7 (collectively, the "**Improvements**").

**8.1 "Solar Panels"** shall mean any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including without limitation, the photovoltaic panels, foundations, support structures, braces and related equipment.

**8.2 "Collection Facilities"** shall mean all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes and interconnection facilities.

**8.3 "Substations"** shall mean electrical lines, meters, monitoring and control equipment, switches, transformers, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase

the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, Collection Facilities connected to an electric power grid or other system.

8.4 **Telecommunication Facilities** shall mean all Improvements whose purpose is to provide telecommunication services solely relating to the Project or any of Operator's solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services.

8.5 **Weather Instruments** shall mean instruments used primarily to gather and transmit sunlight and meteorological data relating to the Project, and includes the instrument's foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

8.6 **Roadway Improvements** shall mean all improvements that may be necessary to construct, maintain and repair any new and existing roadways and other means of ingress and egress over, across and along the Owner's Property, including paving or surfacing of the roadways with asphalt, gravel or other roadway materials, installation of road signs and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards and similar structures and facilities.

8.7 **Battery Facilities** shall mean a type of equipment that can be given a new charge by passing an electric current through it designed for the storage of electrical power including without limitation, batteries and other devices for storage of electrical energy, foundations, support structures, braces and related equipment.

8.8 **Ownership of Improvements**. Except as otherwise provided in Section 11.6, all Improvements shall at all times remain the property of Operator, and Owner shall have no right, title or interest therein. All Improvements constructed or placed on the Owner's Property by Operator during the Term of this Agreement may be repaired, replaced, relocated, removed, added to or expanded upon by Operator at any time during the Term of this Agreement. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.

8.9 **Construction Liens**. Operator shall not permit any liens arising out of Operator's use of the Operator Property under this Agreement to be filed against the Owner's Property. Operator shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Owner's Property in the manner provided by applicable law.

8.10 **Location of Improvements**. The acreage required from the Owner's Property for the Improvements for which the Lease and Easements are being granted cannot be determined until the completion of Operator's inspection, testing, study and surveying of the Owner's Property during the Option Term. Along with the Option Notice, Operator shall deliver to Owner a proposed plan of development showing the contemplated locations of the Improvements and a preliminary calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as the **Exhibit B** to this Agreement.

Any underground Collection Facilities shall be installed three (3) feet below existing grade and aboveground Collection Facilities (including transmission) shall be installed pursuant to the local utility height guidelines. During the final development and construction of the Project, such locations may need to be amended. Following construction of the Project, Operator shall provide Owner an "as-built" survey of all Improvements on Owner's Property and the final calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as **Exhibit C** to this Agreement. Further, following construction, the Improvements may need to be relocated or rerouted by Operator, which Operator may perform, at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Owner's Property than the original locations or routes, and so long as Operator takes commercially reasonable efforts to minimize disruption or inconvenience to Owner.

**8.11      Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Operator shall have a license to access the Owner's Property (the "**Removal Period**") to remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements (the "**Removal Obligations**"). If a Governmental Authority does not require a performance bond or security for removal of the Improvements, then upon the earlier to occur of, the termination of this Agreement or on the Commercial Operations Date, Operator shall obtain and deliver to Owner a bond securing Operator's Removal Obligation (the "**Removal Bond**"). The Removal Bond shall be equal to the estimated amount, if any (the "**Net Removal Costs**"), by which the cost of removing the Improvements on Owner's Property exceeds the salvage value less any outstanding debt on such Improvements, which Net Removal Costs shall be determined as set forth below. Once in place, Operator shall keep such bond, or a like replacement, in force throughout the remainder of the Term. The Net Removal Costs shall be determined by the Parties hereto acting in good faith. If the Parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the Parties. If the Parties cannot agree upon such independent engineer within the next thirty (30) days, then by an independent engineer appointed by a Circuit Judge of Cortland County, New York; and the decision of such an independent engineer (however selected) as to the Net Removal Costs shall be conclusive as between and binding upon, the Parties. If the Removal Bond is unavailable or an alternate form of security is more economical or desirable, then Operator may substitute an alternate form of security, such as a letter of credit, other form of bond, or corporate guarantee that provides substantially equivalent security as the Removal Bond. As used herein, the "**Commercial Operations Date**" shall mean the date that the Project is completely installed and operational on the Owner's Property, interconnection of the Project to the utility electric distribution system has been authorized and the delivery (but not test energy) of electricity to the utility electric distribution system commences. At Owner's request, all or any part of the Roadway Improvements may be left for use by Owner.

**9.      Ownership and Title Matters.** Owner warrants and represents to Operator, both as of the Effective Date, and as of the Commencement Date as follows:

9.1 **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Owner's Property and has the unrestricted right and authority to sign this Agreement and to grant Operator the Lease and Easements and other rights granted in this Agreement. When signed by both Parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

9.2 **Other Agreements.** The Owner's Property is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Owner's Property, or create any prior claim or right that would preclude or interfere with Operator's rights and interests under this Agreement and the Lease and Easements.

9.3 **Minerals.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Owner's Property.

9.4 **Owner Mortgage.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Owner's Property ("Owner Mortgage").

9.5 **Notice and Opportunity to Cure.** If there is an Owner Mortgage encumbering Owner's Property and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Operator and each Operator Mortgagee (as defined at Section 13.1) by sending a copy of such overdue payment notice to Operator by the earlier of (i) five (5) days after receipt, or (ii) three (3) business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Operator or any Operator Mortgagee determines that it would be in Operator's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Operator shall have the right to make such payments and to credit the payments so made against the Annual Installment Payment next due under the Agreement.

9.6 **Subordination, Non-Disturbance & Attornment Agreement.** If there is an Owner Mortgage encumbering Owner's Property, Owner shall cooperate with Operator to obtain a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Operator, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Operator's possession and use of the Owner's Property. Owner shall not incur any loss in income, expense, obligation or liability with regard to the SNDA. Operator shall, at its sole cost and expense, record each such SNDA in the Official Records of the County in which Owner's Property is located. If Owner fails to deliver a SNDA from each Owner Mortgagee, Operator may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Operator deems reasonably necessary to effect the rights granted to Operator hereunder, and offset all amounts expended in such efforts against the Annual Installment Payments and any other amounts due hereunder or in respect hereof.

10. **Representations and Warranties of Owner.** Owner hereby makes the following further representations and warranties both as of the Effective Date, and as of the Commencement Date:

10.1 **Physical Condition.** Owner has no knowledge of any existing physical conditions of the Owner's Property which would prevent, significantly restrict or make more expensive Operator's development of the Owner's Property for the purposes specified in this Agreement, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

10.2 **Legal Restrictions.** Owner has no knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Operator's development of the Owner's Property pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment or order to which Owner is a party or which affects the Owner's Property. To the best of Owner's knowledge, the Owner's Property is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Owner's Property.

10.3 **No Litigation.** No litigation is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Owner's Property. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Owner's Property, Owner shall give Operator notice within thirty (30) days thereof.

10.4 **Survival.** The representations and warranties set forth in this Section 10 shall survive the execution and delivery hereof.

11. **Use, Operation and Maintenance.**

11.1 **Exclusive Use by Operator.** Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to use and convert all of the sunlight resources on the Owner's Property; and (iii) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

11.2 **No Required Installation or Operation.** Nothing in this Agreement shall be interpreted as imposing on Operator any obligation to install Solar Panels or other Improvements on the Owner's Property, or to operate the Project on the Owner's Property. Operator shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on Owner's Property, and if and when to commence the operation of the Project on the Owner's Property.

11.3 **Permits and Approvals.** Operator shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner

shall cooperate with Operator as necessary to obtain any governmental or utility approvals or permits, including, without limitation, signing any applications for such approvals, provided that Owner shall not incur any loss in income, expense, obligation or liability with respect to Operator obtaining such permits or approvals.

**11.4 Compliance with Laws.** Operator shall comply in all material respects with valid laws applicable to the Owner's Property and the Operator Property. Operator shall have the right, in its sole discretion and at its sole expense, in Operator's name to contest the validity or applicability to the Owner's Property and the Operator Property of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity. Operator shall control any such contest and Owner shall cooperate with Operator in every reasonable way in such contest, provided that Owner shall incur no expense, obligation or liability with regard to such contest.

**11.5 Care and Appearance.** Operator, in its exercise of the lease, easement and other rights granted hereunder shall, at all times, maintain the Owner's Property and the Improvements in a reasonably neat, clean and presentable condition. Operator shall not willfully or negligently damage or destroy the Owner's Property and shall keep the Owner's Property clean and free of debris created by Operator, its contractors, or others brought on to the Owner's Property by Operator. Operator shall not use the Owner's Property for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Owner's Property or adjacent properties that are part of the Project.

**11.6 Roadway Maintenance and Repairs.** Operator agrees to maintain and repair all Roadway Improvements located on the Owner's Property; provided, however, Owner shall reimburse Operator for any costs and expenses incurred by Operator to repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any person using the Roadway Improvements with Owner's permission, other than Operator.

## 12. **Taxes.**

**12.1 Owner's Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Owner's Property and all improvements thereon by governmental authorities, other than Operator's Taxes referenced in Section 12.2 (Taxes, excepting Operator's Taxes, "Owner's Taxes").

**12.2 Operator's Taxes.** Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 12.2, Operator shall pay prior to delinquency any personal property taxes on the Improvements and/or any taxes that were directly attributable to solar energy conversion equipment installed by Operator and all increases in the ad valorem property taxes levied against the Owner's Property that are assessed for the period from and after the Effective Date until the end of the Term hereof, including increases to the underlying value of the Owner's Property by reason of a change of use determination by a taxing entity or under a governmental program which may include, but is not limited to, roll-back taxes, tax deferrals, agricultural exemptions/assessments, and any increased assessment to, and all property taxes, penalties, and interest charges levied against the Owner's

Property which are initiated by Operator or directly attributable to Operator's operations on or from the Owner's Property (even if, for greater clarity, the foregoing assessments, levies, and/or charges are assessed and/or levied prior to the Commercial Operations Date) ("Operator's Taxes"). Operator shall not be responsible for Taxes attributable to activities or improvements installed by Owner or others on the Owner's Property. Owner shall submit the annual statement for Taxes to Operator within a reasonable time after the date Owner receives the statement from the taxing authority. Operator may elect to have the statement for Taxes sent directly to Operator. In such event, Operator shall pay all Operator's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Operator Owner's Taxes prior to delinquency (or Operator may pay Owner's Taxes and offset such amount against the Payments). If Operator receives such statement directly, Operator shall submit a copy of the statement for Taxes to Owner within thirty (30) days after the date Operator receives the statement from the taxing authority.

12.3 **Failure to Pay.** In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other Payments due under this Agreement.

12.4 **Operator's Right to Contest.** Operator may contest the legal validity or amount of any Operator's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Operator shall bear all expenses in pursuing such contest or proceeding. With respect to any Taxes which may constitute a lien on the Owner's Property, Operator shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Operator removes any such lien by bonding or otherwise. Owner agrees to render to Operator all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Operator may deem advisable to file; provided, however, that Operator shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with providing such assistance.

### 13. **Mortgage of Operator Property.**

13.1 **Right to Mortgage.** Operator may, upon written notice to Owner, but without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and the Operator Property. These various security interests in all or a part of this Agreement and the Operator Property are collectively referred to as an "Operator Mortgage" and holder of such security interest, an "Operator Mortgagee". Any Operator Mortgagee shall use the Operator Property only for the uses permitted under this Agreement. Whenever Operator has granted a security interest under this Section 13, it will give Owner notice of the Operator Mortgage (including the name and address of the Operator Mortgagee for notice purposes) to Owner within thirty (30) days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Operator Mortgage notice until the Operator and its address is given to Owner.

13.2 **Notice of Default and Opportunity to Cure.** As a precondition to exercising any rights or remedies related to any alleged default by Operator under this Agreement, Owner shall give written notice of the default to each Operator Mortgagee at the same time it delivers notice of default to Operator, specifying in detail the alleged event of default and the required remedy. Each Operator Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Operator, and/or the right, but not the obligation, to remove any Improvements or other property owned by Operator or such Operator Mortgagee located on the Owner's Property to the same extent as Operator. The cure period for any Operator Mortgagee shall be the later of (i) the end of the Operator cure period under Section 18; (ii) thirty (30) days after such Operator Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 13.3. Failure by Owner to give an Operator Mortgagee notice of default shall not diminish Owner's rights against Operator, but shall preserve all rights of the Operator Mortgagee or its designee to cure any default and to remove any Improvements or other property of Operator or the Operator Mortgagee located on the Owner's Property.

13.3 **Extended Cure Period.** If any default by Operator under this Agreement cannot be cured without the Operator Mortgagee obtaining possession of all or part of the Operator Property, then any such default shall be deemed remedied if an Operator Mortgagee: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 13.2, acquires possession of all or part of the Operator Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Operator Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If an Operator Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

13.4 **Operator Mortgagee Liability.** Any Operator Mortgagee whose interest in the Operator Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Operator Mortgagee succeeds to absolute title to the Operator Property and the rights of Operator under this Agreement. An Operator Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.

13.5 **Certificates.** Owner shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Operator or any Mortgagee may reasonably request from time to time. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Operator or any Operator Mortgagee to implement the provisions contained in this Agreement or to preserve an Operator Mortgagee's security interest.

13.6 **Operator Mortgagee's Right to Enforce Mortgage and Assign.** Each Operator Mortgagee shall have the right, in its sole discretion: (i) to assign its Operator Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Operator Property by any lawful means; (iii) to take possession of and operate all or any portion of the Operator Property and to

perform all obligations to be performed by Operator under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Operator Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Operator rights under this Agreement to a third party in accordance with Section 14. Any Operator Mortgagee or other party who acquires Operator's interest in all or a portion of the Operator Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Operator by this Agreement.

### 13.7 New Agreement.

13.7.1 If the Operator Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Operator or any Operator Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement, and for the payment of all Annual Installment Payments or other charges due and payable by Operator as of the date of such event, then Owner shall execute and deliver to Operator or such Operator Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("New Agreement") which (i) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Operator or any Operator Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (iii) shall include that portion of the Operator Property in which Operator or such other Operator Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

13.7.2 If more than one Operator Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Operator Mortgagee requesting such New Agreement whose Operator Mortgage is prior in time, and the written request of any other Operator Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 13 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 13 were a separate and independent contract made by Owner, Operator and each Operator Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Operator Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Operator Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

### 13.8 Operator Mortgagee's Consent to Amendment, Termination or Surrender.

Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Operator Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Operator Property from Operator, prior to expiration of the Term of this Agreement, without the

prior written consent of the Operator Mortgagee holding such Operator Mortgage. This provision is for the express benefit of and shall be enforceable by each Operator Mortgagee as if it were a party named in this Agreement.

14. **Assignment and Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Operator Property, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, easements, licenses or similar rights with respect to the Operator Property (collectively, "Assignment"), to one or more persons or entities (collectively "Assignee"). Each Assignee shall use the Operator Property only for the uses permitted under this Agreement. When Operator makes any Assignment under this Section 14, Operator shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided Operator's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such assignment or conveyance until such notice is given and consent granted. Any Assignment by Operator shall release Operator from obligations subject thereof accruing after the date that liability for such obligations is assumed by the Assignee.

15. **Hazardous Materials.**

15.1 **Owner's Covenants Regarding Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Owner's Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("Environmental Laws"), and Owner has not received any notice or other communication from any governmental authorities alleging that the Owner's Property is in violation of any Environmental Laws. "Hazardous Materials" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner warrants that Owner has done nothing to contaminate the Operator Property with Hazardous Materials or wastes.

15.2 **Operator's Covenants Regarding Hazardous Materials.** Operator shall, at Operator's sole cost and expense, promptly take removal or remedial action required by Environmental Law with regard to any material violation of any Environmental Law with regard to any Hazardous Materials brought onto the Owner's Property by Operator or its employees, agents, or contractors. Owner shall cooperate with Operator with regard to any scheduling or access to the Owner's Property in connection with any action required hereunder.

15.3 **Operator's Indemnity Regarding Hazardous Materials.** Operator shall indemnify, defend, protect and hold Owner harmless from any liability based on: (i) the release of Hazardous Materials in, on, under or about the Owner's Property caused by Operator or its employees, agents, or contractors, or (ii) the violation by Operator or its employees, agents, or contractors of any Environmental Law. The indemnity obligations set forth herein shall survive termination of this Agreement.

16. **Insurance and Indemnity.**

16.1 **Insurance.** At all times during which Operator is conducting any activities on the Property and at all times during the Term of this Agreement, Operator shall maintain in effect (1) commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate; (2) Umbrella Liability Insurance with minimum limits of \$5 Million Dollars per occurrence and \$5 Million Dollars aggregate; and (3) Workers' Compensation insurance for statutory obligation imposed by applicable laws in accordance with New York laws. Upon a written request by Owner, with the exception of Workers' Compensation insurance, Operator shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance.

16.2 **Indemnity by Operator.** Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "Claims") resulting from the negligence, willful misconduct, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

16.3 **Indemnity by Owner.** Owner shall defend, indemnify, protect, and hold Operator harmless from and against all Claims resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Operator, its agents, contractors, employees, invitees, licensees, or permittees.

16.4 **Survival.** The obligations of the Parties under this Section 16 shall survive expiration or other termination of this Agreement.

17. **Confidentiality.** This agreement includes confidential and proprietary information relating to Operator and the Project. Owner agrees not to provide copies of the Agreement or disclose the terms of the Agreement to any unauthorized person or entity. Operator authorizes Owner to provide copies of the Agreement and disclose the terms thereof to Owner's family ("family" shall be deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of the Agreement or disclose the terms thereof to any unauthorized person or entity. Any Owner and party shall return all material containing any confidential information to Operator immediately upon its request. Any party agrees to destroy immediately upon request by Operator such analyses, compilation, studies or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Operator will have no adequate remedy at law if any party violates any of the terms of this Agreement. In such event Operator will have the right, in addition to any other rights Operator may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of attorneys' fees, court costs and all associated expenses. No party shall publish, file for public record, reproduce, or otherwise disseminate this document or any of

the terms and provisions hereof to any party, other than the parties set forth above without the prior written consent of Operator, which consent may be withheld for any reason and in Operator's sole discretion.

## 18. Default and Remedies.

18.1 **Operator Payment Default.** If Operator shall fail to pay any amounts set forth in **Exhibit D** which failure continues for more than thirty (30) days from receipt of written notice from Owner that such amount is due, then Operator shall be in default ("Operator Payment Default") and Owner shall have the following remedies:

18.1.1 **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Operator to collect any unpaid amounts set forth in **Exhibit D** together with interest thereon that accrues during the continuance of the Operator Payment Default, calculated at a rate ("Default Rate"), which is the lesser of (i) the prime interest rate at JP Morgan Chase Bank (or its successor) plus two percent (2%) per annum, or (ii) the maximum lawful rate.

18.1.2 **Terminate Agreement.** Owner may not terminate this Agreement because of any Operator Payment Default without first giving Operator written notice of its intention to terminate the Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least thirty (30) days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Operator fails to pay the amount required to cure the Operator Payment Default (including interest at the Default Rate that accrues during the continuance of the Operator Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Operator with respect to the Operator Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Operator pursuant to Section 8.11; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 18.1.2 is subject to and conditioned upon Owner giving any Operator Mortgagee written notice and opportunity to cure the Operator Payment Default as provided in Section 13.2.

18.2 **Other Operator Default.** Operator shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than an Operator Payment Default as set forth in Section 18.1 and shall not cure such default within thirty (30) days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Operator fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("Other Operator Default"). The breach by Operator of any provision hereof may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 18.2, Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such breach by Operator, Owner shall, at least thirty (30) days prior to commencing any cause of

action, give written notice of the cause of breach to Operator, and any Operator Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy. If Operator does not cure or commence curing such breach within thirty (30) days of receipt of notice, the Operator Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Operator and perform the duties of Operator hereunder for the purposes of curing such breach. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Operator Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all the rights, privileges and obligations of Operator hereunder. Owner may cure any default by Operator after Operator's cure period has expired. If Owner at any time by reason of Operator's default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Operator to Owner, together with interest on such sum calculated at the Default Rate.

**18.3 Owner Default.** Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving notice thereof from Operator (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Owner fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("Owner Default"). Upon the occurrence of an Owner Default, Operator shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or remedies that may be available to Operator at law or in equity, including but not limited to all loss or damage which Operator may suffer by reason of a termination of this Agreement.

**19. Condemnation.**

**19.1 Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Operator's Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Operator under this Agreement in or affecting the Operator's Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Operator's Property or the Improvements thereon, (ii) the date that Operator is, in its sole judgment, no longer able or permitted to operate the Project on the Operator's Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Operator shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement.

**19.2 Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or the Operator's Property, then the interest and obligations of Operator under this Agreement as to those Solar Panels or any portion of the Improvements or the Operator's Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or the Operator's Property, (ii) the date that Operator is, in its reasonable judgment, no longer

able or permitted to operate the Project on the Operator's Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and the Operator's Property. If the remainder of the Solar Panels or any other portion of the Improvements or the Operator's Property is or becomes insufficient or unsuitable for Operator's purposes hereunder, as determined by Operator in its sole discretion, then, subject to the rights of any Operator Mortgagee under Section 13, Operator shall have the right to terminate this Agreement as to the portion of the Operator's Property to which Operator continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

**19.3 Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

(a) Any portion of the award by the court on account of any cost or loss that Operator may sustain in the removal and relocation of Operator's Improvements, to Operator;

(b) Any portion of the award by the court for Operator's anticipated or lost revenues or profits, to Operator;

(c) Any portion of the award by the court for Owner's lost revenues, to Owner;

(d) Any portion of the award by the court for the value of the Owner's Property (not inclusive of this Agreement), to Owner;

(e) All remaining amounts of the award, to Owner or Operator consistent with applicable New York law.

**20. Notice.**

20.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

20.2 **Delivery.** Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Owner:

Joanne R. Condron  
1304 Bell Drive  
Cortland, NY 13045  
Telephone: (607) 756-6964  
E-mail: \_\_\_\_\_

Notice to Operator:

DG New York CS, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attn: Land Services Administration  
Telephone: (855) 552-9872

20.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

21. **Miscellaneous Provisions.**

21.1 **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Operator in its discretion may authorize other persons or entities to use the Operator Property for the purposes stated in this Agreement

21.2 **Memorandum.** Simultaneously with the execution of this Agreement, the Parties agree to execute and acknowledge a memorandum of this Agreement. Operator may record the executed memorandum in the public records of Cortland County, New York.

21.3 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

21.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Operator Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

21.5 **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the State of New York and the County where the Owner's Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity and as provided by this Agreement. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

21.6 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to 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 held to be invalid, shall be enforced to the fullest extent permitted by law.

21.7 **Tax Credits.** If under applicable law Operator becomes ineligible for any currently existing tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Operator's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Operator's interest in the Operator Property to a substantially similar interest that makes Operator eligible for such tax credit, benefit or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.

21.8 **Approvals.** Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

21.9 **Authority.** The signatories hereto warrant that each has the authority to execute this Agreement on behalf of any entities which are Parties to this Agreement and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of their Board of Directors or other governing body.

21.10 **Time of Essence.** Time is of the essence of each provision of this Agreement.

21.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

*[Signatures on Next Pages]*

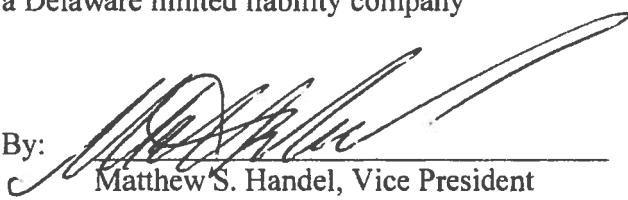
**Owner:**

Joanne R. Condron  
Joanne R. Condron

**Operator:**

DG New York CS, LLC  
a Delaware limited liability company

By:



Matthew S. Handel, Vice President

**EXHIBIT A**

**Legal Description of Owner's Property**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cortlandville, County of Cortland and State of New York, and being a part of Lot No. 66 in said Town of Cortlandville bounded and described as follows: Beginning in the center of the highway running East and West past the residence of Mrs. Dr. H.A. Bolles, formerly, now Franklin P. Saunders, at the Southwest corner of his lands where there is a stone hub or stake, with brick around it; and running thence North along the West line of said Franklin P. Saunders' land and lands of Timothy Rose, 47 chains and 38 links to the South line of said Rose's land; thence West along the South line of said Rose's land 21 chains and 50 links to the center of the Tioghnioga River; thence down the center of the river as near as may be, South 37 degrees West 3 chains and 45 links; thence North 74½ degrees West 1 chain and 85 links; thence South 31½ degrees West 8 chains and 44 links; thence South 11 degrees East 6 chains and 26 links; thence South 26½ degrees West 12 chains and 40 links; thence South 33 degrees West 8 chains and 11 links; thence South 18½ degrees West 12 chains and 17 links; thence South 23 degrees West 8 chains and 96 links; thence South 16 degrees West 10 chains and 65 links to the North line of George Conable's land thence South 85¼ degrees East along the North line of said Conable's land 11 chains and 2 links to the center of the highway leading past the house of Nathan L. Salisbury; thence North 18 degrees East along the center of said highway; 4 chains and 35 links; thence North 20¼ degrees East along the center of said highway, 14 chains and 31 links to the center of the first mentioned highway where the two highways intersect each other, it being the Northwest corner of George Conable's land; thence South 85½ degrees East along the center of the highway 27 chains and 24 links to the place of beginning, containing 167 acres and 138 rods of land, as surveyed by J.D.F. Woolston, July 26, 1894, be the same, more or less.

**EXCEPTING and reserving** therefrom the lands next to the river sold to D.D. Lovell and described as follows: Beginning at a point in the North line of Elm Street of the City of Cortland produced easterly at the East bank of the Tioghnioga River where stands an iron pipe driven into the ground, said pipe being 23 links North of the North side of the trolley car iron bridge that spans the Tioghnioga River and 25 links West from the East end of said bridge and running thence South 82½ degrees East 3 chains and 31 links to an iron pipe; thence North 37¾ degrees East diagonally up the hill 2 chains and 7 links to an iron pipe standing 49½ links westerly from the West rail of the trolley car track leading to the park; thence North 5 degrees 50' East along the brow of the hill 8 chains and 57 links to an iron pipe; thence North 21½ degrees East along the brow of the hill 8 chains and 47 links to an iron pipe; thence North 7 degrees East along the brow of the hill 4 chains and 1 link to an iron pin; thence North 78 degrees West 1 chain 12 links down the hill to the East bank of the Tioughnioga River; thence southerly along the East bank of the river as it winds and turns 23 chains and 30 links to the place of beginning, containing 5 67/100 acres of land, be the same more or less, as surveyed by J.D.F. Woolston, April 26, 1901.

Also all the right, title and interest of the first party in and to the lands lying immediately west of the above described premises to the center of the Tioughnioga River.

ALSO EXCEPTING and reserving that part of said lands which are now occupied by the Cortland County Traction Company for a right of way including that part where the bridge now is.

As to that portion of said lands which lie in the river, the title hereby conveyed is all the right, title and interest conveyed by Benjamin Salisbury and wife to Nathan P. Salisbury by deed dated Oct. 12, 1871 recorded in Cortland County Clerk's Office in Liber 55 of Deeds, page 150. Being the same premises conveyed to Patrick T. O'Neil by Henry A. Dickinson and wife, by deed, dated February 25, 1911, and recorded March 1, 1911, in Book No. 118 of Deeds at Page 530.

EXCEPTING and reserving from the above described premises, all that tract or parcel of land, conveyed by John Riley and wife to Arthur G. Benjamin, by deed dated May 7, 1924, and recorded in Cortland County Clerk's Office May 7, 1924, and recorded in Cortland County Clerk's Office August 2, 1926, in Liber 155 of Deeds at Page 164 to which deed and the record thereof reference is had for a more particular description.

Also EXCEPTING and reserving from above described premises certain rights, privileges and easements contained in an agreement made between John Riley and wife and the New York Telephone Company, dated September 13, 1920, and recorded in Cortland County Clerk's Office Dec. 5, 1923, in Liber 147 of Deeds page 233, to which record reference is had for a more particular description of the rights, privileges, grants, easements etc. contained in said agreement.

Also, EXCEPTING and reserving from the above described premises all the rights, privileges, grants, easements, rights of way, etc. contained in an agreement made between John Riley and wife with the Cortland County Traction Company, which agreement is dated April 4, 1924, and recorded January 7, 1925, in Liber 150 of deeds page 105, to which record reference is here had for a more particular description of the rights, privileges, grants, easements, etc. contained in said agreement.

Also EXCEPTING and reserving from the above described premises all that tract or parcel of land, conveyed by John Riley and wife to the New York Power & Light Corp. by deed dated Oct. 15, 1928, recorded Oct. 27, 1928 in Book of Deeds 158 at page 397.

Also EXCEPTING and reserving all that tract or parcel of land, situate on Lot No. 66 in the Town of Cortlandville, County of Cortland and State of New York, bounded and described as follows: Beginning at a point in the center of Conable Avenue, said point being 1,720' Northeast (measured along the center line of Conable Avenue) of the intersection of the center line of Conable Avenue with the center line of Riley Road; thence running North 30 degrees 30 minutes East along the center line of Conable Avenue a distance of 500 feet to a point, running thence North 59 degrees 30 minutes West a distance of 200' to a point marked by an iron pin; running thence South 34 degrees 32 minutes West a distance of 419.2' to a point marked by an iron pin; thence running South 39 degrees 00 minutes East a distance of 345' to the place of beginning. This description is in accordance with a survey made by J. Frederick Brady L.S. No. 19665 on February 20, 1964.

Being a tract or parcel of land heretofore conveyed by Francis P. Riley to Francis West and Elizabeth A. West by deed dated May 1, 1964, and recorded in the Cortland County Clerk's Office on May 1, 1964 in Liber 291 of Deeds at page 277.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Cortlandville, County of Cortland and State of New York, being a part of Lot No. 56 in said town and bounded and described as follows, to wit: Commencing at the Southeast corner of said Lot No. 56 and running thence west along the South line of said lot, and along the North line of lands of Franklin P. Saunders and lands formerly owned by Nathan Salisbury to the East bank of the Tioughnioga River; thence along the East bank of the said river as it winds and turns in a northeasterly direction to the South line of lands heretofore conveyed by Viletta J. Rose, Joseph W. Rose and wife to Hector Cowan; thence eastwardly in a line parallel with the South line of said Lot No. 56 to the East line of said Lot No. 56; thence South along the East line of said Lot No. 56, 16 chains and 40 links to the Southeast corner of said Lot No. 56 the place of beginning. Also all the right, title and interest of the parties of the first part in that part of the East Half (E½) of said river which joins said premises on the West, containing 40 acres of land be the same more or less, subject to the rights of the public to the use of the highway running through said premises in a general northerly and southerly direction and being the same premises devised to Viletta J. Rose by Timothy Rose, excepting about 12 acres of land on Lot No. 66 heretofore conveyed by Viletta J. Rose to Franklin P. Saunders and which lands and premises herein conveyed are the same lands and premises conveyed by Viletta J. Rose to Smith W. Conine and Ada R. Conine by deed dated January 1, 1904, and recorded in Cortland County Clerk's Office in Liber 106 of Deeds at page 247.

EXCEPTING and reserving approximately 20 acres of land conveyed from Francis P. Riley and Margaret L. Riley to Andrew J. Seamans and Arla Seamans by Deed dated October 1, 1934 recorded in the Cortland County Clerk's Office on September 9, 1936 in Liber 175 of Deeds at page 302. Reference to said deed is hereby made by more particular description.

Also EXCEPTING and reserving from the property herein conveyed that tract or parcel of land heretofore conveyed by Francis P. Riley and Margaret L. Riley to the County of Cortland by deed dated November 25, 1940 and recorded in the Cortland County Clerk's Office on November 26, 1940 in Liber 185 of Deeds at page 245 being approximately 1.5 acres of land, reference to said deed is hereby made by more particular description.

Also EXCEPTING and reserving from the property herein conveyed all those tracts or parcels of land appropriated by the State of New York by the filing in the office of the County Clerk in Cortland County of certain maps No. 239 filed on January 25, 1962 (File No. 10131), No. 221 filed on February 2, 1962 (File 10156) No. 249 filed on February 2, 1962 (File No. 10155). Reference to said maps is hereby made by more particular description.

Also EXCEPTING any rights created in the New York Telephone Company by a certain easement given by Francis P. Riley by instrument dated April 17, 1963 and recorded on April 29, 1963 in the Cortland County Clerk's Office in Liber 287 of Deeds at page 23.

Also EXCEPTING any rights created in the Niagara Mohawk Power Corporation by certain easements given by Francis P. Riley by instruments dated January 29, 1963 and recorded in the

Cortland County Clerk's Office on February 14, 1963 in Liber 286 of Deeds at page 369 and by instrument dated April 14, 1960 and recorded in the Cortland County Clerk's Office on September 15, 1961 in Liber 278 at page 591.

Being a portion of the premises heretofore conveyed to Francis P. Riley and Margaret L. Riley as tenants by the entirety by deed from Michael McSweeney dated August 16, 1932 and recorded in the Cortland County Clerk's Office on August 20, 1932 in Book 169 of Deeds at page 281 and a deed from A.Z. Stevens and Bernice L. Stevens dated September 24, 1932 and recorded in the Cortland County Clerk's Office on September 27, 1932 in Book 169 of Deeds at page 354.

The above described premises are conveyed subject to any and all easements, restrictions and reservations of record, if any, affecting the premises.

Being same premises heretofore conveyed from Joanne R. Condron as Administratrix with the will annexed of the Estate of Francis P. Riley to the Grantor herein by deed dated August 5, 1966 and recorded on August 8, 1966 in the Cortland County Clerk's Office in Book 303 of Deeds at Page 912.

Also EXCEPTING all that tract or parcel of land situate in the Town of Cortlandville, County of Cortland and State of New York, and being a part of Lot No. 66 in said town of Cortlandville, bounded and described as follows:

BEGINNING at a point in the centerline of East River Road located northerly a distance of 745.0± feet as measured along said centerline from the intersection of the centerlines of East River Road and Riley Road thence running northeasterly along the centerline of East River Road the following five (5) courses and distances:

- 1) N 25° 28' 00" E, 282.21 feet;
- 2) N 26° 40' 00" E, 213.56 feet;
- 3) N 28° 56' 00" E, 238.21 feet;
- 4) N 31° 06' 00" E, 133.55 feet;
- 5) N 32° 31' 00" E, 142.76 feet

to a point in the centerline of East River Road; thence S 64° 36' 00" E a distance of 244.54 feet to a point marked by a set iron rod, thence S 29° 00' 00" W a distance of 830.0 feet to a point marked by a set iron rod; thence S 43° 23' 00" W a distance of 110.60 feet to a point marked by a set iron rod; thence S 57° 31' 00" W a distance of 94.94 feet to a point marked by a set iron rod; thence N 62° 27' 00" W a distance of 158.59 feet to the point and place of beginning and containing 5.69 acres ±.

The above described premises are conveyed subject to any and all easements, restrictions and reservations of record, if any, affecting the premises.

Being a portion of the premises conveyed by William F. Condron to William F. Condron and Joanne R. Condron, as tenants by the entirety, by warranty deed dated September 9, 1966 and recorded December 1, 1966 in the Cortland County Clerk's Office Book 305 of Deeds at page 377.

Approximately 129.70 acres, more or less.

**HOLDING PAGE FOR EXHIBIT B**

**Preliminary Lease and Easement Improvement Plan and Acreage Calculation**  
**To be Delivered with Option Notice**

**HOLDING PAGE FOR EXHIBIT C**

**As Built Lease and Easement Improvements and Final Acreage Calculation**

## EXHIBIT D

### Lease and Easement Compensation

#### **(1) Signing Bonus & Option Payment.**

(1)(a) Operator shall pay to Owner a one-time non-refundable signing bonus of \$5,000.00 if Owner signs this Agreement on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

(1)(b) **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the following amounts during the Option Term, provided the Option has not been exercised or terminated prior to the due date of the next annual payment (collectively the "Option Payments").

Annually	Price
Year 1	\$5,000.00
Year 2	\$5,000.00
Year 3	\$7,500.00
Year 4	\$7,500.00

The first Option Payment shall be made within sixty (60) days after the Effective Date. Operator shall pay Owner the remaining Option Payments on or before each anniversary of the Effective Date during the Option Term unless Operator elects to terminate the Option. If Operator shall fail to timely make the initial payment or any subsequent payment throughout the Option Term, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 18.

#### **(2) Payment for Lease and Easements.**

(2)(a) During the Lease and Easement Term, Operator shall pay annually to Owner \$1,500.00 per utilized acre, which acreage shall initially be determined by the calculation stated in **Exhibit B** and finally determined by the calculation stated in **Exhibit C** for the Lease and Easements. The payment stated in this subparagraph shall be referred to as the "**Annual Installments Payments**". The Annual Installment Payments shall increase two percent (2%) every year of the Lease and Easement Term after the initial Annual Installment Payment is made.

(2)(b) Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Operator to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term (including during the Removal Period), Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator's Removal Obligations are fulfilled ("**Removal Date**"). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations.

(2)(c) Payments for the first partial year of the Term shall be made within sixty (60) days after the Commencement Date. All subsequent Annual Installment Payments shall be due in advance on or before February 28<sup>th</sup> of the calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2023 calendar year would be due on or before February 28, 2023. After Operator delivers **Exhibit C** to Owner, any necessary payment adjustments shall be paid within thirty (30) days by Operator or credited against the next payment due from Operator to Owner.

(3) **Crop Compensation.**

(a) Each time Operator exercises its rights under the Construction Right it shall compensate Owner for all crops, including but not limited to, corn, grasses, alfalfa, clover, wheat, soybeans, and triticale, lost or destroyed by reason of the use, but in no case shall Operator be required to pay more than a single, total crop loss in any one crop year on any given property. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last three (3) years' Cortland County prices for that crop (such prices are published by the United States Department of Agricultural - Farm Service Agency). Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the Parties will use the Cortland County average yield (such yields are published by the United States Department of Agricultural - Farm Service Agency) or other commonly used yield information available for Cortland County.

(b) The Parties shall try in good faith to agree to the extent of damage and acreage affected and/or taken out of production. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. If damage occurs during the initial construction of the Project, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the completion of construction of the Project. If damage occurs during the operation of the Project, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

(c) Each time Operator exercises its rights under the Construction Right, Operator shall repair or replace any of Owner's or Owner's tenant drainage tiles, waterlines, pipelines, gates, fences, roads, and other facilities and improvements (collectively, "**Owner Facilities**") damaged by Operator's activities on the Owner's Property. Operator shall notify Owner of any damage by Operator or Operator's contractors or agents to Owner's Facilities within thirty (30) days of the date Operator is made aware of the damage to such Owner Facilities and will repair or replace such damaged Owner Facilities to a condition reasonably similar to its original condition (using similar quality materials to that which is being repaired or replaced), as soon as reasonable and practicable under the circumstances. Notwithstanding the foregoing, the Parties acknowledge that damage to Owner Facilities, including but not limited to drainage tiles, may not be readily apparent to Operator. Therefore, for a period of twelve (12) months following Operator's

activities, if Owner or Owner's tenant becomes aware of any damage to Owner Facilities, Owner or Owner's tenant shall promptly notify Operator (but in no event later than thirty (30) days) of such knowledge). Operator shall then repair or replace such damaged Owner Facilities to a condition reasonably similar to its original condition (using similar quality materials to that which is being repaired or replaced) as soon as is reasonable and practicable under the circumstances.

(d) Each time Operator exercises its rights under the Construction Right, Operator shall separate and stock pile any topsoil that it must disturb. Upon completion of construction or other activities that disturb the topsoil, Operator shall restore the soil surface with topsoil to the same depth as found immediately adjacent to the disturbed area and shall restore the area to its pre-construction plant density. During and after completion of construction activities, Operator shall take all reasonable steps to limit erosion on those portions of the Owner's Property affected by such construction activities.

(4) **Timber Removal.** At least ninety (90) days prior to the date that Operator intends to commence construction of the Project, Operator shall designate any timber on the Owner's Property that it will need to remove to construct the Project. Owner shall remove such timber within thirty (30) day after such designation and Owner shall be entitled to all merchantable timber severed from the Owner's Property by Operator or any third party in connection with the construction, installation or operation of the Project. If Owner fails to remove such timber within such time period, then Operator shall have the right to remove such timber. If Operator removes any merchantable timber from the Owner's Property, any such timber shall be cut by experienced independent logging crews. There shall be no adjustment to or credit against (or other effect on) the rent payable under this Agreement, or other consideration of any kind paid to Operator or any other person or entity, as a result of any harvesting or other removal of timber from the Owner's Property. All merchantable timber cut from the Owner's Property by or on behalf of Operator shall be decked alongside roads for loading and removal by Owner.

(5) **Attorney's Fees.** Operator agrees to pay to Owner \$1,500.00 to reimburse Owner for Owner's reasonable attorney's fees and costs incurred in hiring an attorney to review this Agreement provided this Agreement is fully executed by the Parties.

(6) **Payment Allocation Schedule.** All payments to Owner shall be made based on the following allocation:

100% to Joanne R. Condron

Operator shall not be required to pay any amounts to Owner until it receives a completed and signed W-9 form(s) from Owner.

**Property Tax Calculator**  
**Version 1.0**

**Title:**  
**Version:**  
**Release Date Notice:**

**Author:**  
New York State Energy and Research Development Authority (NYSERDA)

**For Technical Support, Please Contact:**  
Houtan Moaveni, NYSERDA  
518-862-1090 x3016

**Introduction:**

This Property Tax Calculator is a tool to assist New York State taxing jurisdictions considering the assessed value of solar photovoltaic (PV) energy projects larger than 1 megawatt (MW). The Calculator is intended to complement NYSERDA's Solar Payment-In-Lieu-Of-Tax (PiLOT) Calculator, which taxing jurisdictions may use to determine PiLOT agreement rates for solar energy projects. Both calculators take into account key factors affecting solar project economics in New York State.

NYSERDA developed this Property Tax Calculator in response to local government requests for guidance on how to best assess the value of large solar energy systems. The Calculator represents a good-faith effort to assist taxing jurisdictions with the assessed value, property taxes and special-district taxes of solar energy projects in New York State. After extensive consultations with the New York State Association of County Directors of Real Property Tax Services, New York State Assessors' Association, and solar industry representatives, most agreed that among the standard assessment methodologies (e.g. the income approach, the cost approach, and the sales comparison approach), the income-capitalization approach with discounted cash flow (DCF) analysis is the most appropriate assessment methodology for solar energy projects. This is because the income approach considers all factors affecting future revenues and operating expenses of solar energy systems, and because few sales of comparable systems are available. Further, most of these systems are sold by their developer and it is the income approach that is used by buyers to determine the value of a project. This assessment method also aligns with the method selected by the PV Value® solar assessment tool developed by the Sandia National Laboratories, a federal research and development laboratory.

NYSERDA's Property Tax Calculator generates solar project valuation based on the net present value the project's future cash flows using a selected capitalization rate and includes inputs that are specific to solar projects in New York State. The Calculator is highly customizable. Users are encouraged to enter project-specific data and the inputs they consider most appropriate, including the discount rate. Sheet 2 of the Calculator includes user instructions.

**Disclaimer:**

The Property Tax Calculator does not represent official New York State law, policy or tax guidance. NYSERDA specifically disclaims any warranty as to the Calculator and liability arising from the use of this Property Tax Calculator and does not assume any liability or responsibility for any errors or omissions and shall have neither liability nor responsibility to any person or entity with respect to damage caused or alleged to be caused directly or indirectly by the information contained in this Property Tax Calculator. To the extent permitted by applicable law, use of this Property Tax Calculator and any services performed by or accessed through this Property Tax Calculator is at the user's sole risk and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user.

The following instructions provide a road map to use the property tax calculator. Users must enter project-specific data and information into the calculator. These inputs are below and are highlighted in yellow. All other cells are calculated automatically and cannot be modified. Once user information has been entered, the calculator produces estimated value of solar projects and calculates property taxes based on the input of the property tax rate. The calculator also provides the range of estimated value of solar project and the associated property taxes by allowing users to enter both high and low estimates of the unit rate. User must populate all cells in yellow to produce the results.

#### Input and Summary:

##### Project Information

- **Active Utility Region:** Users may select a utility in the drop-down menu.
- **AC System Size (Alternating Current):** This value indicates system capacity.
- **Retail Rate Adjustment:** Users can adjust the default retail rate and customize it.

##### Revenue Assumptions

- **VDER Tranche:** Users may select the appropriate Tranche of the project (the project owner or developer has this information).
- **Customer Churn:** Users can enter the assumed percentage of customer retention rate.
- **PPA or Utility Rate Annual Escalator:** Users may select the annual percentage increase of a PPA price, if any.
- **PPA Term:** This is the duration of the "Power Purchase Agreement," which is the contract between a solar energy system owner and customers.
- **Consider NYSERDA Incentives:** Users may select whether to include NYSERDA incentives for the valuation and property tax calculation.

##### Operating Expense Assumptions

- **Site Lease Payment:** Users may enter project-specific lease payment. The range of specific lease payment within each utility's territory is also provided.
- **Site Lease Payment Escalator:** Users may select the annual percentage increase of a site lease payment, if applicable.
- **O&M Cost:** Users may enter project-specific operation and maintenance costs. The range of O&M costs is also provided.
- **O&M Cost Escalator:** Users may select the annual percentage increase of O&M cost, if applicable.
- **Insurance:** Users may enter project-specific insurance costs. The range of insurance costs is also provided.
- **Customer Management Cost:** Users may enter project-specific customer management cost. The range of customer management costs is also provided.
- **Monitoring and Communication Cost:** Users may enter project-specific monitoring and communication cost. The range of monitoring and communication costs is also provided.
- **Decommissioning Bond Annual Payment:** Users may enter project-specific decommissioning bond annual payment. The range of decommissioning bond payment is also provided.
- **Other Annual Operating Expense:** Users may enter other annual operating expenses here.

##### Property Tax Assumptions

- **Target Pre-Tax Investor IRR:** Users may enter project-specific pre-tax internal rate of return and this will be used as the discount rate in the calculation.

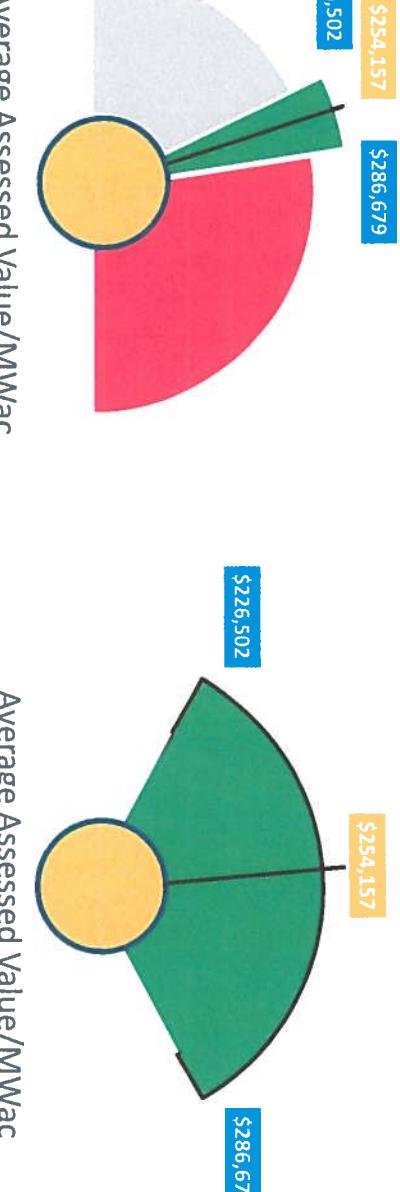
Users may also enter the low and high estimates of the discount rate to conduct the sensitivity analysis.

- **Consideration of Exemption of All-in County+Town+School Tax Rate:** Users may choose whether the solar project could be subject to the exemption of all-in county+town+school property tax rate. Users could also enter the period of this tax exemption (the default exemption period is 15 years).
- **Consider PILOT:** Users can select whether to include PILOT payment in the calculation of PV project value or not.
- **PILOT Payment Escalator:** Users may select the annual percentage increase of the PILOT payment, if applicable.
- **Equitization Rate:** Users may manipulate the equalization rate, which is a measure of assessed value to market value.
- **Town, County & School Property Tax Rate:** Users may enter the town, county and school property tax rate for the jurisdiction where a project is located.
- **Special District Tax Rate:** Users can alter the tax rate of projects located in special districts; the default rate is 0.20%.

**Operating the Calculators:** As users enter information into the yellow cells, the calculators should produce estimated the assessed value of PV system automatically. For this to occur Microsoft Excel's "Calculation Options" must be set to "Automatic." If "Calculation Options" is not set to "Automatic," users must press F9 after entering information into each yellow cell. Even when "Calculation Options" is set to "Automatic," users may still need to press F9 to complete the calculation in some circumstances.

\* The Property Tax Calculator produces a specific assessed value of PV system (both year 1 and the average assessed value), as well as the associated property tax value based on the economics of an individual solar project. The breakdown of total property taxes is also produced in the calculator. The model takes into account all revenues and expenses of a project over its lifetime. The model subtracts operating expenses from estimated revenue streams to project pre-tax cash flows. The property tax value is calculated by applying the specific property tax rates. It is important to note that this calculation does not account for tax credits and other financing. The calculator also provides a set of low and high estimates of the assessed solar system value and property taxes based on high and low estimates of discount rates users enter into the calculator. Users can also use the discounted assessed value in Sheet 4 as the input for NYSERDA's Solar PILOT Calculator.

Project Information		
Active Utility Region	Value	NGRID
AC System Size (Alternating Current)	[\$/kWh]	5,000
Current Retail Rate	[\$/kWh]	\$0.094
Retail Rate Adjustment	[\$/kWh]	\$0.0
Revenue Assumptions		
VDER Tranche	Value	Tranche 3
Customer Churn	[%]	95.0%
Energy Discount Required to Incentivize Customer	[%]	10.0%
Implied PPA Rate	[\$/kWh]	\$0.072
PPA Term	[Years]	25
Consider NYSERDA Incentives?	Yes	Yes
NYSERDA Volumetric MW Block	Block 10 ROS	No
NY-Sun L1 Locational Adder?		
Operating Expense Assumptions		
Site Lease Payment	Value	Escalator
O&M Cost	[\$/MWdc]	56,850.00
Insurance	[\$/kWdc]	\$8.50
Inverter Replacement Year	[\$/kWdc]	\$1,130
Inverter Replacement Year 2		0.0%
Inverter Replacement Cost		10
Customer Management Cost	[\$/kWdc]	\$0.10
Monitoring and Communication Cost	[\$/kWdc]	\$7.00
Decommissioning Bond Annual Payment	[\$]	\$0.50
Other Annual Operating Expense	[\$/MWdc]	\$3,000.00
		\$4,000.00
Validation and Property Tax Rate Inputs		
Target Pre-Tax Investor IRR	Value	Escalator
Low Estimate of Pre-Tax Investor IRR	[%]	8.00%
High Estimate of Pre-Tax Investor IRR	[%]	7.00%
Consideration of Exemption of All-in County+Town+School Tax Rate	[%]	9.00%
All-in County+Town+School Tax Exemption Period	Years	Yes
Consider PILOT?	Yes	0
PILOT Payment	Value	Escalator
Equalization rate	[\$/MWdc]	\$4,500.00
Town Property Tax Rate	[%]	92.0%
County Property Tax Rate	[%]	0.34%
School Property Tax Rate	[%]	1.46%
Special District Tax Rate	[%]	2.05%
		0.1%



Property Tax Calculation			
	Low Estimate	Average Estimate	High Estimate
Year 1 Assessed Value	\$4,370,603	\$4,647,083	\$4,961,036
Total Property Taxes + PILOT Payment	<b>\$1,426,845</b>	<b>\$1,553,548</b>	<b>\$1,702,552</b>
Average Assessed Value/MWac	<b>\$226,502</b>	<b>\$254,157</b>	<b>\$286,679</b>

Property Tax Breakdown			
	Low Estimate	Average Estimate	High Estimate
Total Town Property Taxes	\$122,657	\$133,437	\$146,115
Total County Property Taxes	\$526,702	\$572,994	\$627,433
Total School Property Taxes	\$739,547	\$804,546	\$880,985
Total Special District Taxes	\$37,999	\$42,571	\$48,019



Revenue	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
<b>Gross Revenue (\$)</b>	<b>\$1,238,835</b>	<b>\$946,853</b>	<b>\$898,097</b>	<b>\$638,524</b>	<b>\$635,331</b>	<b>\$632,155</b>	<b>\$628,994</b>	<b>\$625,849</b>	<b>\$622,720</b>	<b>\$619,606</b>	<b>\$616,508</b>	<b>\$613,425</b>	<b>\$610,358</b>	<b>\$607,307</b>	<b>\$604,270</b>	<b>\$601,249</b>	<b>\$598,242</b>	<b>\$595,251</b>	<b>\$592,275</b>	<b>\$589,314</b>	<b>\$586,367</b>	<b>\$583,435</b>	<b>\$580,518</b>	<b>\$577,615</b>	<b>\$574,727</b>
<b>Expense</b>																									
Land Lease (\$)	\$49,663	\$50,656	\$51,669	\$52,702	\$53,756	\$54,831	\$55,928	\$57,047	\$58,188	\$59,351	\$60,528	\$61,749	\$62,984	\$64,244	\$65,529	\$66,839	\$68,176	\$69,539	\$70,930	\$72,349	\$73,796	\$75,272	\$76,777	\$78,313	\$79,879
O&M Expenses (\$)	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	\$61,625	
Insurance Expenses (\$)	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	\$9,425	
Inverter Replacement Cost (\$)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Customer Management Cost (\$)	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	\$50,750	
Monitoring and Communication Cost (\$)	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	\$3,625	
Decommissioning Bond Payment (\$)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
Other Annual Operating Expenses (\$)	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000	
PILOT Payment (\$)	\$22,500	\$22,950	\$23,409	\$23,877	\$24,355	\$24,842	\$25,339	\$25,845	\$26,362	\$26,890	\$27,427	\$27,976	\$28,535	\$29,106	\$29,688	\$30,282	\$30,888	\$31,505	\$32,136	\$32,778	\$33,434	\$34,102	\$34,785	\$35,480	\$36,190
<b>Total Operating Expenses (\$)</b>	<b>\$229,588</b>	<b>\$231,031</b>	<b>\$232,503</b>	<b>\$234,004</b>	<b>\$235,536</b>	<b>\$237,098</b>	<b>\$238,692</b>	<b>\$240,317</b>	<b>\$241,975</b>	<b>\$246,666</b>	<b>\$245,391</b>	<b>\$247,150</b>	<b>\$248,944</b>	<b>\$250,775</b>	<b>\$252,642</b>	<b>\$254,546</b>	<b>\$256,489</b>	<b>\$258,470</b>	<b>\$260,491</b>	<b>\$262,552</b>	<b>\$266,655</b>	<b>\$268,987</b>	<b>\$271,218</b>	<b>\$273,494</b>	

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: DG New York CS, LLC - Cortlandville I DG Solar and Energy Storage		
Project Location (describe, and attach a general location map): North of Riley Road, East of E. River Road, Cortlandville, New York (see Attachment F.1 figures)		
Brief Description of Proposed Action (include purpose or need): See Attachment F.2		
Name of Applicant/Sponsor: DG New York CS, LLC		Telephone: 561-694-3842 E-Mail: mithun.vyas@nexteraenergy.com
Address: 700 Universe Blvd. A1A/JB		
City/PO: Juno Beach	State: FL	Zip Code: 33408
Project Contact (if not same as sponsor; give name and title/role): Janet Ward, Associate Project Manager		Telephone: 914-256-7644 E-Mail: janet.ward@nexteraenergy.com
Address: same as sponsor		
City/PO: same as sponsor	State: same as sponsor	Zip Code: same as sponsor
Property Owner (if not same as sponsor): Joanne Condron		Telephone: 607-756-6964 E-Mail:
Address: 1304 Bell Dr		
City/PO: Cortland	State: NY	Zip Code: 13045

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Conditional Permit, Aquifer Prot District Special Permit, Site Plan Review/Approval, zoning referral	
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Same	
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town may refer Site Plan to other local officials for review	
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	Undetermined	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SPDES General Construction Permit NOI, others undetermined	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No	Not yet known	
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
iii. Is the project site within a Coastal Erosion Hazard Area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the  Yes  No only approval(s) which must be granted to enable the proposed action to proceed?

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site  Yes  No where the proposed action would be located?

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action  Yes  No would be located?

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway;  Yes  No Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)

If Yes, identify the plan(s):

NYS Major Basins:Upper Susquehanna (per NYSDEC Environmental Resource Mapper)

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan,  Yes  No or an adopted municipal farmland protection plan?

If Yes, identify the plan(s):

Ag district CORT001 (no specific adopted municipal farmland protection plan is known)

\_\_\_\_\_

\_\_\_\_\_

### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Agricultural (AG)

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
If Yes,  
i. What is the proposed new zoning for the site? \_\_\_\_\_

### C.4. Existing community services.

a. In what school district is the project site located? Homer Central School District

b. What police or other public protection forces serve the project site?  
Cortland County Sheriff's Office

c. Which fire protection and emergency medical services serve the project site?  
Cortlandville Fire Department

d. What parks serve the project site?  
Baker School House State Forest, Taylor Valley State Forest, Donahue Woods State Forest, Yaman Park, Dexter Park, Crown Park, Purchase Recreation Park

## D. Project Details

### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? industrial

b. a. Total acreage of the site of the proposed action? 80 acres  
b. Total acreage to be physically disturbed? 31 acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 129 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
If Yes,  
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
ii. Is a cluster/conservation layout proposed?  Yes  No  
iii. Number of lots proposed? \_\_\_\_\_  
iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No  
i. If No, anticipated period of construction: 4.5 months  
ii. If Yes:

- Total number of phases anticipated
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses?

Yes  No

If Yes, show numbers of units proposed.

One Family

Two Family

Three Family

Multiple Family (four or more)

Initial Phase

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

At completion  
of all phases

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

g. Does the proposed action include new non-residential construction (including expansions)?

Yes  No

If Yes,

i. Total number of structures \_\_\_\_\_ See F.2

ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ 0.0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

Yes  No

If Yes,

i. Purpose of the impoundment: \_\_\_\_\_

ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

## D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

• Volume (specify tons or cubic yards): \_\_\_\_\_

• Over what duration of time? \_\_\_\_\_

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No

If yes, describe. \_\_\_\_\_

v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres

vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

viii. Will the excavation require blasting?  Yes  No

ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): The design will avoid wetlands and waterbodies. See Attachment F.3.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

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c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

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iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will a line extension within an existing district be necessary to serve the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

\_\_\_\_\_ Square feet or 0.53 acres (impervious surface)  
\_\_\_\_\_ Square feet or 80 acres (parcel size)

ii. Describe types of new point sources. No new point sources.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Temporary runoff from construction will be discharged on-site and controlled by stormwater and sediment/erosion control best management practices.  
Sheet flow from solar panels will infiltrate ground surface or be directed to existing wetland, drainage, and/or swale areas. No increase in runoff..

- If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
See Section E.2.h and Attachment F.3.
- Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Vehicles for occasional maintenance of facility equipment and lawn & landscaping equipment for seasonal grass cutting; also see Attachment F.4.

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

None

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

None

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit,  Yes  No or Federal Clean Air Act Title IV or Title V Permit?

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No

ii. In addition to emissions as calculated in the application, the project will generate:

- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Estimate methane generation in tons/year (metric): _____	
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____	
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____ _____	
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend	
<input checked="" type="checkbox"/> Randomly between hours of <u>7 a.m.</u> to <u>7 p.m.</u>	
ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ Intermittent increased truck trips during construction for delivery of materials/supplies. No increase in traffic during operations.	
iii. Parking spaces: Existing _____ Not applicable _____ Proposed _____ Net increase/decrease _____	
iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: <u>New access road to be constructed northward from Riley Road to be used for facility maintenance.</u>	
vi. Are public/private transportation service(s) or facilities available within $\frac{1}{2}$ mile of the proposed site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Estimate annual electricity demand during operation of the proposed action: _____	
ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____	
iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Hours of operation. Answer all items which apply.	
i. During Construction:	
<ul style="list-style-type: none"> <li>• Monday - Friday: <u>7 a.m. - 7 p.m.</u></li> <li>• Saturday: <u>7 a.m. - 7 p.m.</u></li> <li>• Sunday: <u>9 a.m. - 7 p.m.</u></li> <li>• Holidays: <u>None</u></li> </ul>	
ii. During Operations:	
<ul style="list-style-type: none"> <li>• Monday - Friday: <u>24 hours</u></li> <li>• Saturday: <u>24 hours</u></li> <li>• Sunday: <u>24 hours</u></li> <li>• Holidays: <u>24 hours</u></li> </ul>	

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes:	
i. Provide details including sources, time of day and duration:	See Attachment F.5.
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe: No trees will be removed to construct the solar facility.	
n. Will the proposed action have outdoor lighting?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes:	
i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe:	
o. Does the proposed action have the potential to produce odors for more than one hour per day?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Product(s) to be stored	
ii. Volume(s) _____ per unit time _____ (e.g., month, year)	
iii. Generally, describe the proposed storage facilities:	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Describe proposed treatment(s):	No pesticide use during construction. If pesticides are used during operations, they will be used in accordance with local, state, and federal regulations.
ii. Will the proposed action use Integrated Pest Management Practices?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Describe any solid waste(s) to be generated during construction or operation of the facility:	<ul style="list-style-type: none"> <li>• Construction: _____ See Attachment F.6 tons per _____ (unit of time)</li> <li>• Operation : _____ 0 tons per _____ (unit of time)</li> </ul>
ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:	<ul style="list-style-type: none"> <li>• Construction: See Attachment F.6.</li> <li>• Operation: Not applicable.</li> </ul>
iii. Proposed disposal methods/facilities for solid waste generated on-site:	<ul style="list-style-type: none"> <li>• Construction: See Attachment F.6.</li> <li>• Operation: Not applicable.</li> </ul>

s. Does the proposed action include construction or modification of a solid waste management facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____	
ii. Anticipated rate of disposal/processing:	
• _____ Tons/month, if transfer or other non-combustion/thermal treatment, or	
• _____ Tons/hour, if combustion or thermal treatment	
iii. If landfill, anticipated site life: _____ years	
t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____	
ii. Generally describe processes or activities involving hazardous wastes or constituents: _____	
iii. Specify amount to be handled or generated _____ tons/month	
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____	
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes: provide name and location of facility: _____	
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____	

## E. Site and Setting of Proposed Action

### E.1. Land uses on and surrounding the project site

#### a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe:

The project site exists primarily on agricultural land with some surrounding forested areas. The property is bordered by farmland to the east and more forested areas west of E. River Road. There are small farm buildings/residences to the west and east.

#### b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.10	0.63	+0.53
• Forested	20	20	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	9	33.47	+24.47
• Agricultural (includes active orchards, field, greenhouse etc.)	42.99	17.99	-25.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.19	0.19	0
• Wetlands (freshwater or tidal)	7.72	7.72	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities:   	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: iii. Provide date and summarize results of last inspection:   	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:   iii. Describe any development constraints due to the prior solid waste activities:   	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:   	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database ii. If site has been subject of RCRA corrective activities, describe control measures:   iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):   	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• If yes, DEC site ID number: _____	
• Describe the type of institutional control (e.g., deed restriction or easement): _____	
• Describe any use limitations: _____	
• Describe any engineering controls: _____	
• Will the project affect the institutional or engineering controls in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Explain: _____	
_____	
_____	

#### E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site?	> 7 feet						
b. Are there bedrock outcroppings on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %							
c. Predominant soil type(s) present on project site:	<table border="1"> <tr> <td>Mardin channery silt loam, 8-15% silt</td> <td>24 %</td> </tr> <tr> <td>Volusia channery silt loam, 2-8% silt</td> <td>19 %</td> </tr> <tr> <td>Mardin channery silt loam, 2-8% silt</td> <td>16 %</td> </tr> </table>	Mardin channery silt loam, 8-15% silt	24 %	Volusia channery silt loam, 2-8% silt	19 %	Mardin channery silt loam, 2-8% silt	16 %
Mardin channery silt loam, 8-15% silt	24 %						
Volusia channery silt loam, 2-8% silt	19 %						
Mardin channery silt loam, 2-8% silt	16 %						
d. What is the average depth to the water table on the project site? Average: _____	> 3 feet						
e. Drainage status of project site soils:	<table border="1"> <tr> <td><input checked="" type="checkbox"/> Well Drained:</td> <td>22 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Moderately Well Drained:</td> <td>44 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Poorly Drained</td> <td>34 % of site</td> </tr> </table>	<input checked="" type="checkbox"/> Well Drained:	22 % of site	<input checked="" type="checkbox"/> Moderately Well Drained:	44 % of site	<input checked="" type="checkbox"/> Poorly Drained	34 % of site
<input checked="" type="checkbox"/> Well Drained:	22 % of site						
<input checked="" type="checkbox"/> Moderately Well Drained:	44 % of site						
<input checked="" type="checkbox"/> Poorly Drained	34 % of site						
f. Approximate proportion of proposed action site with slopes:	<table border="1"> <tr> <td><input checked="" type="checkbox"/> 0-10%:</td> <td>23 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> 10-15%:</td> <td>38 % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> 15% or greater:</td> <td>39 % of site</td> </tr> </table>	<input checked="" type="checkbox"/> 0-10%:	23 % of site	<input checked="" type="checkbox"/> 10-15%:	38 % of site	<input checked="" type="checkbox"/> 15% or greater:	39 % of site
<input checked="" type="checkbox"/> 0-10%:	23 % of site						
<input checked="" type="checkbox"/> 10-15%:	38 % of site						
<input checked="" type="checkbox"/> 15% or greater:	39 % of site						
g. Are there any unique geologic features on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
If Yes, describe: _____							
h. Surface water features.							
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
ii. Do any wetlands or other waterbodies adjoin the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If Yes to either i or ii, continue. If No, skip to E.2.i.							
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:							
• Streams: Name _____	Classification _____						
• Lakes or Ponds: Name _____	Classification _____						
• Wetlands: Name _____	Approximate Size _____						
• Wetland No. (if regulated by DEC) _____	See Attachment F.3						
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
If yes, name of impaired water body/bodies and basis for listing as impaired: _____							
i. Is the project site in a designated Floodway?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
j. Is the project site in the 100-year Floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
k. Is the project site in the 500-year Floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If Yes:							
i. Name of aquifer: Principal Aquifer - Valley Fill Aquifer (per NYSDEC Environmental Resource Mapper)							

m. Identify the predominant wildlife species that occupy or use the project site:	white-tailed deer	American toad	opossum
	common garter snake	eastern gray squirrel	eastern coyote
	raccoon	red-tailed hawk	
n. Does the project site contain a designated significant natural community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:	<ol style="list-style-type: none"> <li>Describe the habitat/community (composition, function, and basis for designation): _____</li> <li>Source(s) of description or evaluation: _____</li> <li>Extent of community/habitat:           <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> </li> </ol>		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes:	<ol style="list-style-type: none"> <li>Species and listing (endangered or threatened): _____</li> </ol>		
See Attachment F.7.			
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes:	<ol style="list-style-type: none"> <li>Species and listing: _____</li> </ol>		
See Attachment F.7.			
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, give a brief description of how the proposed action may affect that use:	_____		
Seasonal deer and other hunting possibly conducted on nearby forested properties. Not confirmed.			
<b>E.3. Designated Public Resources On or Near Project Site</b>			
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, provide county plus district name/number: CORT001			
b. Are agricultural lands consisting of highly productive soils present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ol style="list-style-type: none"> <li>If Yes: acreage(s) on project site? about 70 acres</li> <li>Source(s) of soil rating(s): USDA Web Soil Survey</li> </ol>			
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:	<ol style="list-style-type: none"> <li>Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</li> <li>Provide brief description of landmark, including values behind designation and approximate size/extent: _____</li> </ol>		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes:	<ol style="list-style-type: none"> <li>CEA name: _____</li> <li>Basis for designation: _____</li> <li>Designating agency and date: _____</li> </ol>		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: <u>See Attachment F.8.</u>	
iii. Brief description of attributes on which listing is based:	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Describe possible resource(s): <u>See Attachment F.8.</u>	
ii. Basis for identification:	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: <u>North Country Trail</u>	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>National Scenic Trail</u>	
iii. Distance between project and resource:	<u>3-5 miles.</u>
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation:	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Matthew S. Handel Date 10/22/19

Signature  Title Vice President



# CORTLANDVILLE 1 SOLAR & ENERGY STORAGE PROJECT

4250 EAST RIVER ROAD  
CORTLANDVILLE, NEW YORK 13045

## DISCRETIONARY PERMITTING



**LOCATION MAP**  
SCALE 1:5,000

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
C-001	CIVIL TITLE SHEET
C-01	EXISTING CONDITIONS
C-201	SITE PLAN
C-401	SITE DETAILS
C-402	FENCE & GATE DETAILS
C-403	EROSION & SEDIMENT CONTROL DETAILS

PROJECT SUMMARY	
PARCEL NUMBER	87-00-03-02-110
PARCEL ACREAGE	129.7
ZONING CLASSIFICATION	AGRICULTURAL
FRONT SETBACK	50 FT
REAR SETBACK	50 FT
SIDE SETBACK	50 FT
PROJECT AREA	31.27 ACRES
LATITUDE/LONGITUDE	42.60833°N 76.1521°
SYSTEM SIZE (DC)	7.53 MW
SYSTEM SIZE (AC)	5.00 MW
MODULE	JINKO SOLAR - CHEETAH-HG 72M-V
SERIES OF STRINGS	28-MODULE STRINGS
INVERTER	POWER ELECTRONICS - FREEMAG FR300K
TRANSFORMER	TBD
BATTERY STORAGE	5.0 MW AC/15MWh

CIVIL INFORMATION	
ROAD LENGTH	1,141 FT
FENCE LENGTH	10,861 FT

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CORTLANDVILLE 1 SOLAR &  
ENERGY STORAGE PROJECT  
PROPERTY OWNER:  
CONDRON, JOANNE  
4250 EAST RIVER ROAD  
CORTLANDVILLE, NY 13045

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A APPROVED BY: PROJECT PHASE: DISCRETIONARY PERMITTING SCALE: AS SHOWN		
B DATE: 10/11/2019 DRAWN BY: AJF ENGINEER: KMG		
C SHEET NO.: C-001		



**LEGEND**

**GENERAL NOTES:**

1. EXISTING CONDITIONS INFORMATION OBTAINED FROM SURVEY PERFORMED BY SCHWERZLER LAND SURVEYING, LLC. DATED SEPTEMBER 24, 2019.
2. TOPOGRAPHIC FEATURES HAVE BEEN PROVIDED BY DUDEK ON SEPTEMBER 20, 2019. ACCURACY OF SUCH DATA NOT PROVIDED.
3. THIS DATA IS REFERENCED HORIZONTALLY TO THE NORTH AMERICAN DATUM OF 1983 (NAD83)(2011) NY CENTRAL ZONE, US FOOT AND VERTICALLY TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). US FOOT. REFERENCED TO GEOD 12A.
4. FIELD SURVEY PERFORMED ON SEPTEMBER 10, 2019 BY SCHWERZLER LAND SURVEYING, LLC.
5. TREE LINES SHOWN HEREIN ARE APPROXIMATE. SOURCE: GOOGLE EARTH.
6. DELINEATED WETLANDS DATA WAS OBTAINED BY DUDEK ON SEPTEMBER 20, 2019.

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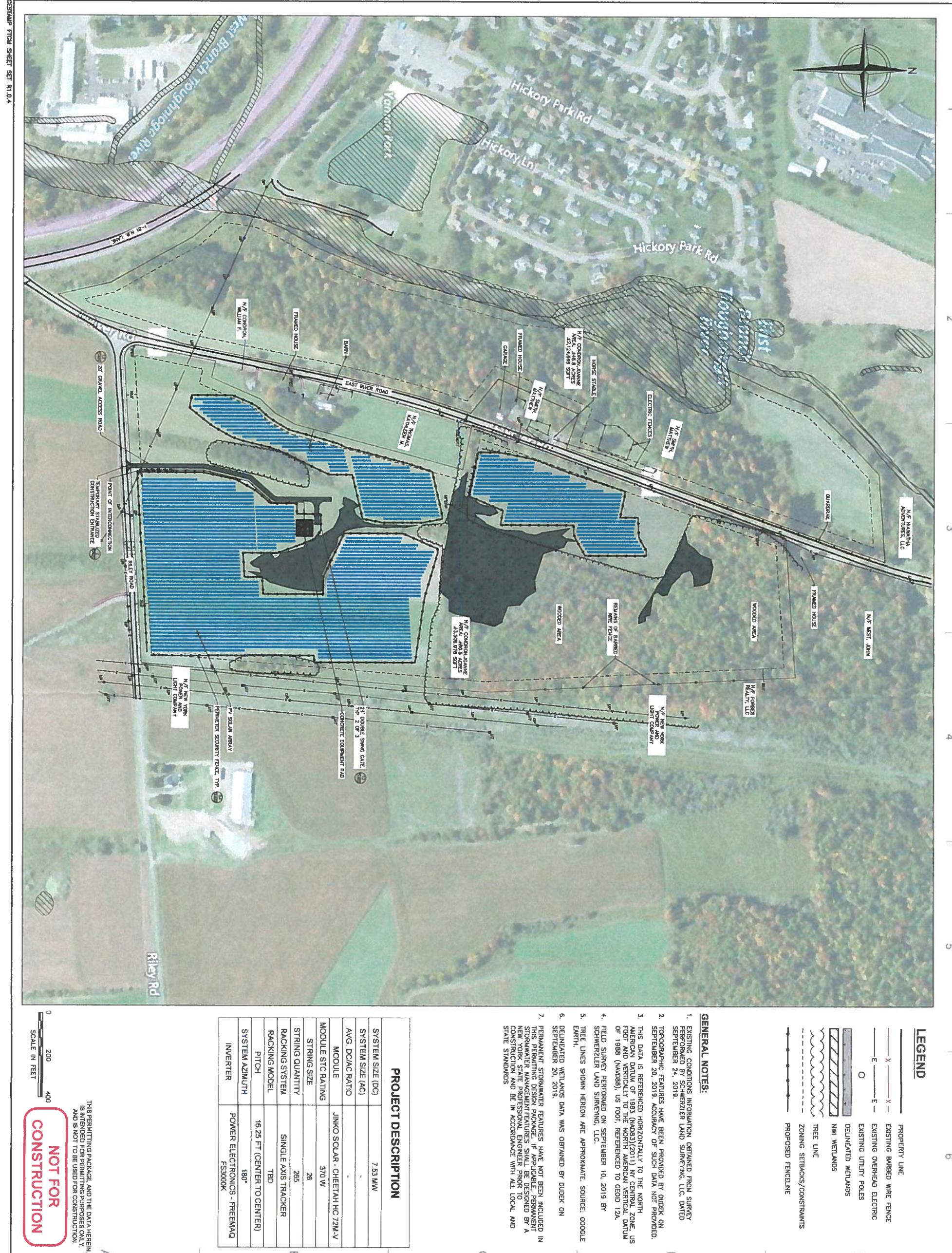
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0 100 200 300 400 500 600 700 800 900 1000  
1000 900 800 700 600 500 400 300 200 100 0  
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## CORTLANDVILLE I SOLAR & ENERGY STORAGE PROJECT

PROPERTY OWNER:  
CONDRON, JOANNE

4250 EAST RIVER ROAD  
CORTLANDVILLE, NY 13045

CH-101



PROJECT DESCRIPTION	
SYSTEM SIZE (DC)	7.53 MW
SYSTEM SIZE (AC)	-
Avg. DC:AC Ratio	-
Module	JINKO SOLAR - CHEETAH HC 72M-V
Module STC Rating	370 W
String Size	26
String Quantity	265
Racking System	SINGLE AXIS TRACKER
Racking Model	TBD
Pitch	16.25 FT (CENTER TO CENTER)
System Azimuth	180°
Inverter	POWER ELECTRONICS - FREEMAO FS3000K

**CONCEPTUAL DESIGN**

PROJECT NUMBERS

194-6777

**CORTLANDVILLE I SOLAR & ENERGY STORAGE PROJECT**

PROPERTY OWNER:  
CONDRON, JOANNE

4250 EAST RIVER ROAD  
CORTLANDVILLE, NY 13045

SHEET SIZE  
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(914) 266-7844  
www.NextEraEnergy.com

DATE: 10/21/2019  
DRAWN BY: AJF  
ENGINEER: KMG  
APPROVED BY:  
PROJECT PHASE: DISCRETIONARY PERMITTING  
SCALE: AS SHOWN  
SHEET NO.: C-201

## **Section F. Additional Information**

## **Attachment F.1 Project Figures**



**KEY:**

- Eastern Parcel Boundary
- Stream/River (NHD)
- Waterbody (NHD)
- Wetland (NWL)
- 100-Year Flood Zone (Zone AE)
- 500-Year Flood Zone (Zone X)



**Figure F.1**  
**Proposed Project Area**  
**Cortlandville I DG Solar and**  
**Energy Storage Project**  
**Cortland County, NY**

0 200 400  
Feet



## Attachment F.2, Pertaining to Project Description

DG New York CS, LLC (DG New York) plans to construct/operate a 5 megawatt (MW) alternating current (AC) (7.53 MW direct current [DC]) solar photovoltaic facility. The facility would include a 5 MW (15 megawatt-hour) energy storage facility. The solar facility would be built on approximately 80 acres of land north of Riley Road and east of E. River Road in Cortlandville, Cortland County, New York (see Attachment F.1 figures). The approximately 80-acre project area is the easternmost parcel of property parcel ID 87.00-03-02.110, which is a 129-acre property containing an eastern and western parcel that are separated by E. River Road. This SEQR form does not address the approximately 49-acre western parcel of property 87.00-03-02.110 because the solar facility will not be sited there.

Attachment F.1, Project Figures, includes preliminary site plans showing the footprint and proposed design for the solar facility. The design will be modified as necessary as the site becomes more defined. No trees will be cleared for the project. The facility will have over 10,000 solar panels of single-axis tracking design, mounted using driven post foundations or similar, and arranged in three discrete blocks of the solar facility. The solar panels will be a maximum of approximately 10 to 12 feet in height. Concrete pad-mounted transformers/inverters will be installed. The DC power will be routed through two 3-MW inverters (with battery energy storage containers) to convert it to AC power. Some shallow trenching for underground utility cables will be performed. The facility will be interconnected to the electrical grid via an existing on-site 34.5 kV overhead electrical line that extends across the southwest corner of the property parcel. A new length of overhead electrical line and several new utility poles will be installed for the interconnection. A new fence will be installed around each of the three main blocks of the solar facility for security. A 20-foot-wide gravel access road will be constructed northward from Riley Road to result in approximately 1,140 feet of access road to maintain the solar facility. The completed project components (fenced panel areas and access road) will comprise approximately 31 acres.

Construction will be performed in approximately 4.5 months, with construction beginning in 2020. The facility will require little maintenance and will be controlled and monitored remotely by DG New York. DG New York will ensure that grass under/near the panels is maintained and cut as necessary to reduce shade on the panels. After the approximately 25-year operational life, the solar facility will be decommissioned, dismantled, and removed.

The purpose of the proposed action is to generate renewable energy, fulfilling the need to supplement communities with distributed energy suppliers to increase the resilience of their energy supply. The proposed action also contributes to the state's renewable energy goals in its efforts to lessen energy production's impact on the environment and take incremental steps to respond to climate change.

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
TOWN OF CORTLANDVILLE PLANNING BOARD as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: DG NY LS, LLC CORTLANDVILLE

Name of Lead Agency: TOWN OF CORTLANDVILLE PLANNING BOARD

Name of Responsible Officer in Lead Agency: CHRISTOPHER NEWELL

Title of Responsible Officer: CHAIRMAN

Signature of Responsible Officer in Lead Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Preparer (if different from Responsible Officer) Bruce Weber Date: 1-7-2020

For Further Information:

Contact Person: Bruce WEBER  
Address: 3577 TERRACE RD. CORTLAND, NY 13045  
Telephone Number: 607-423-7490  
E-mail: BWEBER@CORTLANDVILLE.ORG

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
Other involved agencies (if any)  
Applicant (if any)  
Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**Attachment F.3, Pertaining to Section D.2.b, Encroachment into existing wetland and waterbody adjacent areas; Section D.2.e, stormwater runoff; Section E.1.b, Wetland acreages; Section E.2.h, Surface water features**

Existing wetland mapping information for the 80-acre parcel was gathered using a search of the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) database (<https://www.fws.gov/wetlands/>), Federal Emergency Management Agency (FEMA) information (<https://msc.fema.gov/portal/home>), and New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper (<http://www.dec.ny.gov/gis/erm/>), which are publicly available datasets. Additional waterbody information for the project area was gathered using a search of FEMA's flood zone mapping data, the NYSDEC Environmental Resource Mapper, and the National Hydrography Dataset (NHD).

NWI and NYSDEC-mapped wetland and waterbody features were not reported for the 80-acre parcel. No flood zones or NHD streams were identified within the parcel.

Wetland and waterbody delineations were performed on September 3 and 4, 2019, for the 80-acre parcel. The results are shown on Figure F.3 and summarized in Table F.3-1.

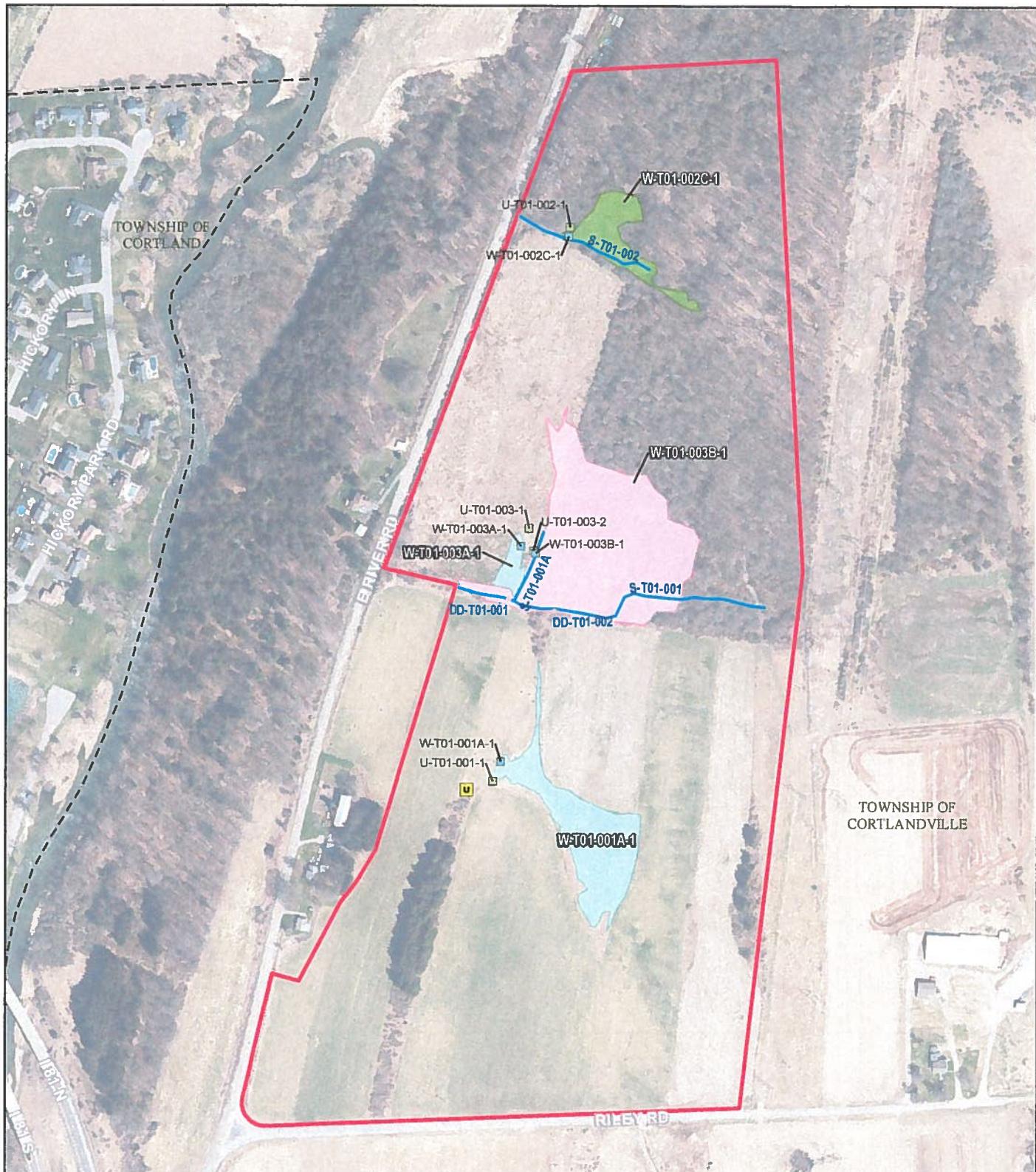
**Table F.3-1. Results for Wetland and Waterbody Delineations Performed on September 3 and 4, 2019, at the Cortlandville I Project Parcel**

Field Identifier	Type of Waterbody	Approximate Size
W-T01-001A	PEM	1.88 ac
W-T01-002C	PFO	0.85 ac
W-T01-003A	PEM	4.99 ac
W-T01-003B	PSS	
<b>Total Mapped Wetlands</b>		<b>7.72 ac</b>
S-T01-001	Stream/Ditch (ephemeral)	971.50 ft
S-T01-001A	Stream/Ditch (ephemeral)	226.07 ft
S-T01-002	Stream (intermittent)	436.46 ft
DD-T01-001	Culvert (ephemeral)	NA
DD-T01-002	Culvert (ephemeral)	NA
<b>Total Mapped Stream/Drainage Features</b>		<b>1634.03 ft</b>

Key:

NA = Not applicable  
PEM = Palustrine emergent  
PFO = Palustrine forested  
PSS = Palustrine scrub-shrub

The final project design will avoid and minimize impacts to federal- or state-regulated wetlands or waterbodies located within the project area. DG New York anticipates that project components will not be installed in any wetlands or waterbodies. DG New York will consult/coordinate with the U.S. Army Corps of Engineers and NYSDEC regarding wetlands and waterbodies if appropriate.



**KEY:**

<span style="border: 2px solid red; display: inline-block; width: 15px; height: 15px;"></span>	Eastern Parcel	<span style="color: orange;">—</span> Culvert
<span style="border: 2px dashed black; display: inline-block; width: 15px; height: 15px;"></span>	Township Boundary	<span style="color: blue;">—</span> Waterway Line
Data Point		Delineated Wetland Boundary
<span style="color: brown;">■</span>	Upland	<span style="color: lightblue;">■</span> PEM
<span style="color: blue;">■</span>	Wetland	<span style="color: lightgreen;">■</span> PFO
<span style="color: yellow;">■</span>	Upland Verification Point	<span style="color: pink;">■</span> PSS



**Figure 3.1**  
**Cortlandville I DG Solar and**  
**Energy Storage Project**  
**Delineated Features**  
**Cortland County, NY**

0 200 400  
Feet

#### **Attachment F.4, Pertaining to Section D.2.f, Sources of air emissions**

Construction of the proposed solar facility would result in temporary emissions from construction equipment exhaust and crankcase emissions, particulate matter from vehicle exhaust and road dust, and worker vehicle exhaust. These construction emissions would be negligible and temporary, and therefore would have no impact on air quality.

Operation of the solar facility would result in negligible air emissions from sources such as vehicles used for occasional maintenance of solar facility equipment, and lawn and landscaping equipment used for seasonal grass cutting. Because the solar facility will provide renewable electricity to the existing grid, operation of the solar facility also could indirectly reduce emissions from non-renewable (e.g., fossil fuel) energy sources that are currently used to provide electricity to the grid.

### **Attachment F.5, Pertaining to Section D.2.m, Ambient noise levels**

Construction of the solar facility would generate noise from the use of heavy construction equipment. Maximum noise levels during construction, if numerous construction vehicles are operating at once, are expected to generally be about 65 decibels using the A-weighted average (dBA) at 1,000 feet. Per town code §109-5 Prohibited Acts in Chapter 109 Noise Control, the Town of Cortlandville employs a 65-dBA limit—as measured from the real property boundary of the premises that are the source of the noise (generating property boundary)—from 11:00 pm to 7:00 am, and 80 dBA at all other times. The ordinance also prescribes a 55-dBA limit—as measured from the real property boundary of any premises used as a dwelling (receiving property boundary)—from 11:00 pm to 7:00 am, and 65 dBA at all other times.

Potentially occupied buildings within 1,000 feet of the construction area include some agricultural buildings and residences on E. River Road west of the project area and on Riley Road east of the project area. The buildings on E. River Road are about 450 feet from the planned solar facility at their closest point, and the buildings on Riley Road are about 700 feet from the planned solar facility at their closest point. Persons in those buildings will hear the construction noise, which will be temporary and intermittent and will only be noticeable if multiple heavy equipment vehicles are operating at once. Construction noise would occur in daylight hours on weekdays and possibly on weekend days, roughly between the hours of 7:00 a.m. and 7:00 p.m. (starting later on Sundays), at various times during the 4.5-month construction period. When multiple heavy equipment vehicles are not operating at once, DG New York anticipates that noise from construction activities will be lower than the 65-dBA “at all other times” limit described above for a receiving property boundary for a dwelling.

Operational noise will be generated by the two inverters that are planned to be situated in the interior of the solar facility. The inverters will be located approximately 800 feet from the residences nearest the inverters, which would be those on E. River Road. Inverter noise will dissipate rapidly with distance from the inverters and is expected to be negligible at the location of the nearest human receptors.

Operational noise also will be generated by the motors used to drive the solar tracking function of the solar panels. The motors will operate at variable times during daylight hours to change the position of the panels to maximize exposure to the sun throughout the day. The motors will be situated throughout the solar facility such that each motor operates multiple panels. Approximately 140 tracker motors will be used. Persons in the residences described above on E. River Road and Riley Road would be exposed to the noise from tracker motors situated closest to those roads. Based on literature studies and noise assessments made for comparable solar facilities, noise from the tracking motors is expected to be negligible to those receptors.

#### **Attachment F.6, Pertaining to Section D.2.r, Solid waste**

Standard packaging materials for transporting solar panels to the project site consist of cardboard boxes, plastic wrappings, banding, and pallets. Large quantities of used cardboard boxes and plastic wrappings could result during the construction phase when the solar panels are unwrapped for installation, depending on how the panels are packaged. Cardboard typically would be recycled, and either picked up by the recycler or the construction contractor will transport it to the recycler. Pallets typically would be reused, and either picked up by the new user or removed from the job site for reuse by the construction contractor or solar panel vendor. Plastic wrappings and miscellaneous solid wastes from construction are typically disposed of as solid waste. The amount of solid waste generated from constructing the solar facility would be typical of any large construction project and would be routinely accommodated by local construction and demolition waste handling companies.

Approximately 300 cubic yards of solid waste will be generated during the 4.5-month construction timeframe. Approximately 60% of the generated solid waste will be recycled.

No solid waste would be generated during operation of the solar facility.

## Attachment F.7, Pertaining to Section E.2.o, Federal or NYS endangered or threatened species

The federally and state threatened northern long-eared bat (NLEB) (*Myotis septentrionalis*) may potentially occur in or near the project area according to the USFWS Information for Planning and Consultation (iPaC) database. Northern long-eared bats use caves and/or mines as hibernacula during the winter and roost in trees with suitable features (e.g., exfoliating bark, cracks, crevices, and/or hollows) during the summer. Foraging habitat includes riparian edges of wooded areas and upland forested areas. Some potentially suitable summer foraging and roosting habitat (i.e., deciduous forest and woody wetlands) for northern long-eared bats is present in the project area and on nearby property parcels.

Based on the Northern Long-Eared Bat Final 4(d) Rule from the USFWS, which went into effect February 16, 2016, incidental take resulting from tree removal is prohibited if tree removal occurs within 0.25 miles of known NLEB hibernacula or within 150 feet of occupied maternity roost trees during roosting season (June 1 through July 31). Based on public data, the nearest known bat hibernaculum is located approximately 27 miles north of the site, near Jamesville, New York. Tree removal would avoid roosting season and be performed in accordance with USFWS and NYSDEC requirements for NLEB conservation. A New York Natural Heritage Program (NHP) request was submitted to obtain information regarding northern long-eared bat for the project area. The NHP is run by the NYSDEC. In its response to the request, the NYSDEC did not provide specific information on or documentation of NLEB for the project site. DG New York will conduct appropriate coordination/consultation with the USFWS and NYSDEC as applicable to ensure that any project effects on bats are avoided or minimized in accordance with federal and state requirements.

iPaC review also determined that the New York State threatened (and federally protected) bald eagle (*Haliaeetus leucocephalus*) and the New York State-listed endangered golden eagle (*Aquila chrysaetos*) may potentially occur in the project area. NYSDEC's response to the NHP request did not provide specific information on or documentation of either eagle at the project site, and the NYSDEC list states that golden eagles have been extirpated from the state.

The iPaC review did not identify any additional bird species that NYSDEC considers to be threatened, endangered, or of special concern. The iPaC review identified the bobolink (*Dolichonyx oryzivorus*) as a bird species of conservation concern that is potentially present in the project area. The bobolink is listed as a grassland bird at-risk species in New York State. Such species merit special attention and consideration if they are present at a project site. NYSDEC's response to the NHP request did not provide specific information on or documentation of bobolinks at the project site.

NYSDEC responded on October 15, 2019, to the NHP request submitted for the Cortlandville I solar project. In its response, NYSDEC enclosed a report of rare or state-listed animals and plants and significant natural communities that its database indicates occur in the vicinity of the project site. The report addressed two freshwater mussel species listed as threatened in New York—brook floater (*Alasmidonta varicosa*) and green floater (*Lasmigona subviridis*)—which have been documented in the Tioughnioga River. The report also addressed two freshwater mussel species listed as rare in New York and of conservation concern—eastern pearlshell (*Margaritifera margaritifera*), imperiled in New York State, and yellow lampmussel (*Lampsilis cariosa*), vulnerable in New York State—which were documented in the Tioughnioga River in September 2018. The Tioughnioga River is located about 1,400 feet (0.26 miles) southwest of the project site at its closest point. DG New York anticipates that project activities will have no impact on the river or these mussel species because project activities will be

completely land-based. As requested by the NYSDEC's NHP response, DG New York will coordinate/consult with NYSDEC as appropriate to ensure that any project impacts on these species are avoided and minimized in accordance with state requirements.

## Attachment F.8, Pertaining to Section E.3.e-g, Cultural resources

The State Historic Preservation Office (SHPO) Cultural Resource Information System (CRIS) was reviewed to evaluate cultural resources with respect to the full 129-acre property parcel. This review indicated the following:

Within the project site:

- No previously identified aboveground historic resources or archaeological sites are located within the project site or are substantially contiguous to the project site.
- The project site is located within an archaeologically sensitive area (i.e., potential to locate archaeological sites).
- One open consultation project is incorporated by a portion of the project site.
- One building survey incorporates portions of the project site.
- Two New York State (NYS) Museum Areas are located within the project site. NYS museum areas are those that have been inventoried for archaeology by the museum.

Within 1 mile of the project site:

- Because the Town of Cortland is proximate to the project site, 390 previously identified aboveground historic resource are located within approximately 1 mile of the project site. Of these:
  - 22 are eligible for the National Register of Historic Places (NRHP).
  - 229 are not eligible for the NRHP.
  - 139 have an undetermined status with regard to their NRHP eligibility.
- One previously identified archaeological site is located within approximately 1 mile of the project site. This site is noted as undetermined regarding its NRHP status.
- Three building districts are located within approximately 1 mile of the project site. Among these, two are eligible for the NRHP and one has an undetermined status with regard to its NRHP eligibility.
- One listed building is located within approximately 1 mile of the project site. This is noted as the Cortland County Poor Farm (90NR00262) and also is listed on the State Register.
- Twenty-nine additional consultation projects are located within approximately 1 mile of the project site (30 total, including the one noted above). All 29 are noted as closed.
- Ten archaeological surveys were conducted within approximately 1 mile of the project site.
- A USGS-Identified Cemetery is located within approximately 1 mile of the project site.
- One NYS Museum site is located within approximately 1 mile of the project site. NYS museum sites are those that have been inventoried for archaeology by the museum.
- One additional NYS Museum area is located within approximately 1 mile of the project site (i.e., three total, including two within portions of the project site).

If applicable, DG New York will contact the SHPO to determine whether cultural resource investigations are necessary to identify archaeological sites and/or architectural resources for the proposed solar project. If no federal permits or approvals are required for the project, such coordination with the SHPO would be conducted in accordance with Section 14.09 of the New York State Historic Preservation Act of 1980. If federal permits or approvals are required for the project, such coordination with the SHPO would be conducted in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations for Section 106 at 36 CFR Part 800.

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	
		Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>	
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>	
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>	
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>	
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>	
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>	
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>	

## 2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

## 3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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#### 4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.  
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

*If "Yes", answer questions a - h. If "No", move on to Section 5.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.  
(See Part 1. E.2)

*If "Yes", answer questions a - g. If "No", move on to Section 6.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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## 6. Impacts on Air

The proposed action may include a state regulated air emission source.  
(See Part 1. D.2.f., D.2.h, D.2.g)

If "Yes", answer questions a - f. If "No", move on to Section 7.

NO  YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochlorofluorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

## 7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

If "Yes", answer questions a - j. If "No", move on to Section 8.

NO  YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)

NO

YES

*If "Yes", answer questions a - h. If "No", move on to Section 9.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.).	E1a, Elb	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**9. Impact on Aesthetic Resources**

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

*If "Yes", answer questions a - g. If "No", go to Section 10.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 - 3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**10. Impact on Historic and Archeological Resources**

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

*If "Yes", answer questions a - e. If "No", go to Section 11.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

#### 11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.

(See Part 1. C.2.c, E.1.c., E.2.q.)

*If "Yes", answer questions a - e. If "No", go to Section 12.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)

*If "Yes", answer questions a - c. If "No", go to Section 13.*

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

(See Part 1. D.2.j)

*If "Yes", answer questions a - g. If "No", go to Section 14.* NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.* NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.* NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)  
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.  
(See Part 1. C.1, C.2, and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.  
(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:  Type 1  Unlisted

Identify portions of EAF completed for this Project:  Part 1  Part 2  Part 3