
Application for Financial Assistance

County of Clinton Industrial Development Agency (CCIDA)
190 Banker Road, Suite 500
Plattsburgh, NY 12901
infoatIDAs@gmail.com

*A nonrefundable administrative application fee of \$1500 must be submitted at the time of the application, of which, \$750 will be applied to the project's closing cost. Checks may be made payable to: **The County of Clinton IDA.***

Please submit one (1) electronic copy and two (2) hard copies of the application (and any attachments) and SEQR (if applicable) to the address above. Include the check with the hard copies.

***ALL APPLICATIONS MUST BE SUBMITTED TWO WEEKS PRIOR TO THE
REGULAR SCHEDULED CCIDA MEETING***

*For a copy of the meeting schedule as well as the Uniform Tax Exempt Policy (UTEP) go to
www.clintoncountyida.com*

Application Updated: 7/2016

Note to Applicant:

The information requested by this application is necessary to determine the eligibility of your project for Clinton County Industrial Development Agency (CCIDA) benefits. Please answer all questions, inserting "none" or "not applicable" where appropriate. If you are providing an estimate, please indicate by inserting "est." after the figure. Attach additional sheets if more space is needed for a response than provided.

Please submit two (2) hard copies of the application (and any attachments) and SEQR (if applicable) to **CCIDA, 190 Banker Road, Suite 500, Plattsburgh, NY 12901 ATTN: Executive Director**. In addition, please send an electronic version of the entire application and SEQR (if applicable) as well as all attachments to infoatIDAs@gmail.com. Include within the hardcopy, a check made payable to the County of Clinton Industrial Development Agency in the amount of \$1500. **Submissions must be made two (2) weeks prior to the regular scheduled meetings of the CCIDA (2nd Monday of each month unless otherwise noted).**

Upon submission of this application to the CCIDA, the application becomes a public document. Be advised that any action brought before the CCIDA is public information. All agendas are issued and posted on the CCIDA's website seven (7) days prior to Board meetings. If there is information that the applicant feels is of a proprietary nature, please identify as such, and that information will be treated confidentially to the extent permitted by the law.

By signing and submitting this application, the Applicant acknowledges that it has received a copy of the CCIDA's Uniform Tax Exempt Policy (UTEP) and all other policies mentioned. Policies can be obtained at www.clintoncountyyida.com.

A project financed through the CCIDA involves the preparation and execution of significant legal documents. These documents not only comply with New York State law but also conform to CCIDA policies in effect at time of closing (all policies are posted on the website). Please consult with an attorney before signing any documents in connection with the proposed project.

The applicant will receive an engagement letter from the CCIDA's legal counsel. The applicant will then be asked to sign the engagement letter acknowledging it understands that the project is responsible for **all** CCIDA legal costs related to the project, including when the project is re-conveyed. In addition, should the project not close and legal services have been rendered by the CCIDA legal counsel, the applicant will still be responsible for those costs.

If the project requires a public hearing, a representative from the applicant's organization is required to be present. A date will be coordinated by the CCIDA's legal counsel and/or Executive Director. If you have any questions regarding the application or the process, feel free to contact the CCIDA's Executive Director at (518) 324-2122 or infoatIDAs@gmail.com.

PART I: Project Information

PROJECT'S CCIDA APPLICATION # _____ (Official Use)

Section A: Assistance

Type of Financial Assistance Requested - [Check One]

Straight Lease - ☒ Bond Financing - ☐ Both - ☐ Other - ☐

If "Other," Explain: _____

Type of Benefits Project is Seeking – [Check All that Apply]

Real Estate Mortgage
Exemption/ Sales Tax Exemption – Recording Tax Tax-Exempt Other – ☐
PILOT - ☒ ☒ Exemption- ☒ Bonds – ☐

**Note: If applicant is seeking bonds, a PILOT and/or exemption from sales and/or mortgage recording tax additional information will be required in Part II of this application.*

If Other, Explain: _____

Section B: Background

1.)

Company Name:	NY Mooers V, LLC
Company Point of Contact:	Richard Chun
Address:	33 Irving Place, Suite 1090, New York, NY 10003
Phone Number:	646-998-6449
Point of Contact's e-mail:	rchun@rwc-legal.com
Company Website:	delawareriversolar.com
Company NAICS Code:	-----
Employer Identification Number (EIN):	82-1308845

2.) Business Type [Check One]:

☐ Private or Public Corporation

If Public, on what exchange is it listed? _____

☐ Subchapter S

☐ Sole Proprietorship

☐ General Partnership

☐ Limited Partnership

☒ Limited Liability Company/Partnership

☐ DISC

☐ Not-for-profit

☐ Other: _____

State of Incorporation (if applicable): _____

3.) Describe the nature of your business and its principal products and/or services:

Delaware River Solar, LLC ("DRS") is a community solar farm developer in New York State. DRS develops, constructs and maintains solar farms and sells the power generated by the facility to local residents and businesses. NY Mooers V, LLC is an affiliate of DRS and is the Project Company for this project.

DRS, and its affiliates, have previously submitted four (4) Applications for assistance to the CCIDA. This current project is similar to prior submissions except that this application is for a larger (approximate 4MW) facility as compared to prior applications that were approximate 2MW facilities.

3a.) Will the project move its facility from another location in New York to Clinton County? Yes ☐ or No ☒

3b.) Will the project result in the abandonment of an existing facility in New York? Yes ☐ or No ☒

3c.) If "Yes" to 3a and/or 3b, is the reason for moving to another location in the state to remain competitive in your industry or the state? Yes ☐ or No ☐

If "Yes," please explain N/A

4.) Applicant's Stockholders, Directors and Officers (or Partners):

Stockholders/Directors/Officers	Name	Address	Business Affiliation/Percentage Ownership
CEO / Owner	Richard Winter	33 Irving Place, Ste 1090 New York NY 10003	84%
President / Owner	John Tartaglia	33 Irving Place, Ste 1090 New York NY 10003	16%
Senior Vice President	Peter Dolgos	33 Irving Place, Ste 1090 New York NY 10003	

4a.) Has anyone on this list been convicted of a Felony? Yes [] or No [X]

If "Yes," Explain: _____

4b.) Has anyone on this list filed Bankruptcy? Yes [] or No [X]

If "Yes," Explain: _____

5.) Applicant's Counsel, Accountant and Bank References:

Applicant's Counsel	
Name:	Richard Chun
Firm:	Law Office of Richard W. Chun
Address:	33 Irving Place, Suite 1090, New York, NY 10003
Phone:	646-998-6403
E-mail:	rchun@rwc-legal.com
Applicant's Accountant	
Name:	Stefanie Pervez
Firm:	CohnReznick
Address:	1301 6 th Avenue, New York, NY 10019
Phone:	212-297-0400
E-mail:	pervez@cohnreznick.com
Applicant's Bank Reference(s)	
Bank Name:	First Republic Bank
Address:	101 Pine Street, San Francisco, CA 94111
Phone:	415-288-7503
Website:	www.firstrepublic.com

6.) Project Type [Check All that Apply]:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Warehousing | <input type="checkbox"/> R & D | <input type="checkbox"/> Tax-Exempt |
| <input type="checkbox"/> Wind Farm | <input type="checkbox"/> Commercial | <input type="checkbox"/> Retail | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Recreation | <input type="checkbox"/> Adaptive Reuse | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Small Alternative Energy | <input type="checkbox"/> Distributive Service | <input type="checkbox"/> Tourism Destination Facility | <input type="checkbox"/> Industrial (includes pollution control) |

**See CCIDA Eligible Project Policy for definitions www.clintoncountytida.com*

If "Other," please explain: Solar Energy Farm

*For Retail and Tourism Projects **ONLY** – All others Skip to Question 7 **NOT APPLICABLE***

6a.) Retail Projects:

- Will the project's facility be used in making retail sales of physical goods to customers who visit the proposed facility? Yes ☐ or No ☐
- Will the project's facility be used in providing services to customers who physically visit the facility? Yes ☐ or No ☐
 - If "Yes" to either of the above, how much of the project's facility will be devoted to said use?
- Is the project a critical part of a larger, planned development in the community? Yes ☐ or ☐ No
- Has the project been endorsed by the local municipal chief executive officer or the local municipal governing body? Yes ☐ or No ☐
- Is the project located in a former Empire Zone? Yes ☐ or No ☐
- Is the project located in a Distressed Census track (based on the latest decennial Census)? Yes ☐ or No ☐

(*Census Track Data Available at www.census.gov)

6b.) Tourism Destination Facility Projects:

- Will the project attract and/or service a significant number of Tourists that come from outside the economic development region (ED Region Includes: Clinton, Essex, Franklin, Hamilton, St. Lawrence, Jefferson and Lewis Counties)? Yes ☐ or No ☐
 - If Yes, attach market analysis that demonstrates said attraction
- Is the project linked to other Tourism Facility Destinations in Clinton County? Yes ☐ or No ☐
- Will the project agree to pay sales tax and occupancy taxes related to the operation of the facility? Yes ☐ or No ☐
- If not operated by a not-for-profit, will the project agree to pay real estate taxes and/or PILOT payments on said facility? Yes ☐ or No ☐

7.) Scope of Project [Check All that Apply]:

☐ Construction of a new building [

☐ Acquisition of land

☐ Acquisition of existing building [☐]

Renovations to existing building

☐ Construction of addition to existing building [☐]

Acquisition of machinery and/or equipment

☒ Installation of machinery and/or equipment

☒ Other (specify) Installation of racking, solar panels and related wiring equipment

7a.) Have you filled out any environmental assessment forms with other government entities? Yes ☒ or No ☐ (If "yes," attach) Attached As ` A

7b.) Has SEQR already been commenced by a lead government agency? Yes ☒ or No ☐ (If yes, please attach) Attached as Exhibit B is Town Minutes/Resolution for SEQR and Special Use Permit Approval determination. NOTE: Town performed an uncoordinated review for SEQR.

Note: All projects involving construction, expansion or modification of an existing site **must fill out **Part III - SEQR** of this application. If SEQR has already been determined and approved by the municipality please attached to Part III of this application.*

8.) Explain your proposed project in detail. This description should include explanation of all of the activities/operations which will occur due to this project; the location (address) and tax map data of the site; the dimensions of new/modifications building(s) & type of construction. Also attach photo of the site, preliminary plans, sketches and/or floor plans of proposed project:

1. A 4.05 MWAC solar farm to be constructed on 20-22 acres of open land.
2. The project address is County Route 11 Mooers, NY 12959 with a Tax ID for the parcel of 58.-1-7.2.
3. Note: Delaware River Solar, LLC (owner of NY Mooers V, LLC) has previously submitted NY Mooers I, NY Mooers II, NY Mooers III and NY Mooers IV, LLC, projects on the Tax ID 58.-1-9, all of which have been reviewed by the CCIDA.
4. See attached Project Memorandum for further details (see attached Exhibit C)

Additional Information:

- 8(a) Estimated Start Date: 03/15/2020 (earliest)
- 8(b) Estimated Completion Date: 07/15/2020 (earliest)
- 8(c) Zoning Classification of the Project: Residential
- 8(d) Legal owner of the site or building: Larry Ashline
- 8(e) Most Recent use of the site and/or building: Agricultural
- 8(f) Municipality Project is located in: Mooers Forks
- 8(g) School District Project is located in: Northeastern Clinton
- 8(h) Is there an existing or proposed lease for this project? Yes [X] or No []
(If yes, attach a copy). See attached Exhibit D.
- 8(i) Is there a purchase option or other legal or common control in the project? Yes [] or No [X].
If yes, attach copy or describe participation: No, only the Lease as indicated in question 8(h) for lease of the project area site.
- 8(j) List the major equipment to be acquired as part of the project. Please provide a detailed inventory of said equipment when one becomes available. Racking, solar panels, inverters/transformers and electrical wiring compose the majority of the equipment.
- 8(k) Is there now or does the applicant believe there will be significant opposition to the proposed project? Yes [] or No [X] Applicant has 4 constructed projects located in the same town as this proposed project, all approved by the Town of Mooers with no opposition.

9.) On-site Utilities and Providers:

Type:	Provider:
Water	---
Sewer	---
Electric	NYSEG (for interconnection of the solar facility)
Gas	---
Broadband	---

Section C : Project Costs

10.) What is the estimated Total Project Cost? (Note: More in-depth information will be required in Part II of this application)

Category	Costs
Land	\$ 0
Building	\$ 0
Equipment (1)	\$ 5,873,000
Other (2)	\$ 4,007,000
Total:	\$ 9,880,000

If citing "Other," Explain:

(1) Equipment amount represents EPC equipment and margins.

(2) Other represents NYSEG Interconnection Cost, surveys, environmental studies, engineering, development fees, construction labor, financing costs, other soft costs.

- 10(a) Both Clinton County and the CCIDA have policies that encourage the use of local labor. Is the applicant willing to consider the use of local labor? Yes [X] or No []

11.) Financing Sources:

11(a) State the sources reasonably necessary for the financing 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 Sources</u>	<u>Amount</u>
Private Sector Financing	\$3,848,000
Public Sector	---
Federal Programs	---
State Programs (NYSERDA)(50%COD)	\$566,000
Local Programs	---
Applicant Equity	\$2,329,000
Other (specify, e.g., tax credits)	
Tax Equity Investors (Private Sector)	\$3,137,000
TOTAL AMOUNT OF PROJECT FINANCING SOURCES	\$9,880,000

11(b) Have any of the above expenditures already been made by the applicant? Yes X; No . If yes, indicate particulars.

Environmental Reviews, Surveys, Engineering, Site Layouts, Interconnection Studies, and Interconnection Deposits. Total to-date approximately \$175,000

11(c) Amount of loan requested: \$ NA ;
Maturity requested: NA years.

11(d) Has a commitment for financing been received as of this application date, and if so, from whom?
Yes ; No X Institution Name: NA

11(e) Provide name and telephone number of the person we may contact.
Name: NA Phone: NA

11(f) The percentage of Project costs to be financed from public sector sources is estimated to equal the following: 6 %

11(g) The total amount estimated to be borrowed to finance the Project is equal to the following:
\$3,848,000

**Note: Attach an outline of the financing package that is expected to be utilized for this project including dollar amounts and funding sources.*

Section D: Employment Information

12.) Employment Impact

12(a) Indicate the number of people presently employed at the Project site and the additional number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, independent contractors, and (3) employees of independent contractors. (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. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency. Applicant has no persons employed at the Project Site. The solar facility is remotely monitored and as such there will be no permanent on-site employees after construction.

TYPE OF EMPLOYMENT Employees of Applicant					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Employees of Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the North Country Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the North Country Economic Development Region ¹				

- C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

* FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.

¹ The North Country Economic Development Region consists of the following counties: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, and St. Lawrence.

Section E: Representations and Certification by Applicant

Richard Winter (name of authorized representative of the Applicant submitting application) deposes and says that he/she is CEO (Title) of NY Mooers V, LLC (hereinafter referred to as the "Applicant"), the corporation/partnership/limited liability company named in this Application; that he/she has read the foregoing Application and knows the content thereof, that the same is true to his/her knowledge.

Deponent further says that the reason this verification is made by the deponent and not by the Applicant is because the said Applicant is a legal entity - corporation/partnership/limited liability company - as opposed to an actual person. The grounds of the deponent's belief relative to all matters in said Application which are not upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of the Application as well as acquired by the deponent in the course of his/her duties, as an officer and from the books and papers of the Applicant.

On behalf of said Applicant, deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs incurred by the County of Clinton Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application whether or not the application, the project it describes, the attendant negotiations and financial assistance is carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels, or neglects that application (or if in cases of bonds the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested), then, and in that event, upon presentation of invoice, the Applicant shall pay to the Agency, its agents or assigns all actual costs involved in conduct of the application, up to that date and time, including fees of Agency counsel. A non-refundable filing fee of \$1,500 is required with this application, of which, \$750 will be applied to the project closing costs (Make check payable to: County of Clinton IDA). Upon successful closing of the transaction and/or sale of the required bond issue, the Applicant shall pay to the Agency an administrative fee set by the Agency not to exceed an amount equal to .75% of the total benefited transaction. The cost incurred by the Agency and paid by the Applicant, including the Agency's counsel and the administrative fee, may be considered as a cost of the project and included as part of the resultant transaction. The Applicant should also be aware that the Applicant is responsible for all fees and legal costs incurred by the Agency for re-conveyance of titles at the end of the project. The Agency reserves the right to visit the project site on an annual basis during the benefit period.

Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

If the project is assessed at fair market value, the project is uneconomical or will not be built. We want a standard PILOT payment adopted that is economical for project while compensating the taxing jurisdictions. The sales tax abatement and mortgage tax exemption would further incentivize development of this project and additional projects in the county.

Relocation or Abandonment. The provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

Compliance with Article 18-A of the New York General Municipal Law. The applicant confirms and hereby acknowledges that as of the date of this application, the applicant is in substantial compliance with all provisions of

Article 18-A of the New York General Municipal Law, including, but not not limited to, the provision of Section 859-a and Section 862(1) thereof.

Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information 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.

Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. 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:

Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included the Agency's Policy Manual which can be accessed at <http://www.clintoncountynyida.com/>.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.



(CEO/President of Company)

NOTARY

Sworn to before me this 19 day of September, 2019

Juliana C Marques (seal) _____

JULIANA C. MARQUES
Notary Public, State of New York
No. 01MA6338149
Qualified in New York County
Commission Expires March 7, 2020

Note to Applicant:

The 2013 New York State Budget, enacted on March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive New York State ("NYS") sales tax exemptions, including projects granted assistance by County of Clinton Industrial Development Agency ("CCIDA").

These new NYS sales tax recording and reporting requirements for industrial development agency projects include the following requirements:

1. CCIDA must keep records of the amount of sales tax benefits provided to each project and make those records available to NYS upon request.
2. CCIDA must report to NYS, within 30 days after providing financial assistance to a particular project, the amount of sales tax benefits expected to be provided to such project.
3. CCIDA must post on the internet and make available without charge copies of its resolutions and project agreements.

The legislation now requires that CCIDA to recapture NYS sales tax benefits where:

1. The project is not entitled to receive those benefits;
2. The exemptions exceed the amount authorized by CCIDA, or are claimed for unauthorized property or services; or
3. The project operator failed to use property or services in the manner required by its agreements with CCIDA.

What this means for CCIDA Projects:

1. Companies requesting a sales tax exemption from CCIDA must include in their application the value of the savings they anticipate receiving. Note that the new regulations require that CCIDA must recapture any benefit that exceeds the amount listed in a company's application. Accordingly, please ensure that you provide a realistic estimate of the sales tax exemptions which you are requesting.
2. Projects subject to recapture must remit payment within 20 days of a request from CCIDA.
3. All project agreements and resolutions will now be publicly available on CCIDA's website.
4. CCIDA's policy has always been to allow project operators to request certain information be redacted if the project can demonstrate that its release would result in substantial harm to the project's competitive position.

**Note: Per the CCIDA UTEP, all Project receiving sales tax benefits are required to submit their ST-340s or risk losing said benefit.*

PART II: COST BENEFIT ANALYSIS

Please answer all questions either by filling in blanks or by attachment

SECTION F - FINANCING STRUCTURE:

1. Tax-Exempt Financing Requested [Check all that Apply]

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Straight Lease Transaction |
| <input type="checkbox"/> | Tax-Exempt Bonds |
| <input checked="" type="checkbox"/> | Sales Tax Exemption Until completion date |
| <input checked="" type="checkbox"/> | Mortgage Tax Abatement |
| <input checked="" type="checkbox"/> | Real Property Tax Abatement/PILOT |
| <input type="checkbox"/> | Other – Explain: |

2. Based on the CCIDA's UTEP PILOT Scoring Criteria (see attachment C); indicate the methodology used by the applicant to determine the Type of real property tax abatement the project is eligible for (if applicable):

Type I [☒] Type II [☐] Type III [☐] Deviation [☒] (check one)

Describe:

Applicant is seeking a standardized PILOT payment based on the generating capacity of the system expressed in a dollar per MWAC calculations

SECTION G - PROJECT QUESTIONNAIRE:

1. Name of Project Beneficiary ("Company"):	NY Mooers V, LLC
2. Municipality Project is Located	Mooers Forks
3. School District Project is Located	Northeastern Clinton
4. Estimated Amount of Project Benefits Sought:	\$300,000 (year 1) Ongoing benefits are a property tax exemption replaced with a standard PILOT
A. Amount of Bonds Sought:	\$ NA
B. Value of Sales Tax Exemption Sought	\$ 235,000 (4% of Equipment Cost)
C. Value of Real Property Tax Exemption Sought	\$ 140,000 /yr to be replaced with PILOT
D. Value of Mortgage Recording Tax Exemption Sought (Clinton County MRT = 1%; as of 9/1/13)	\$ 38,000 (1% Private Sector Financing)

SECTION H - PROJECTED PROJECT INVESTMENT:

A. Land-Related Costs	
1. Land acquisition	\$ _____
2. Site preparation	\$ _____
3. Landscaping	\$ _____
4. Utilities and infrastructure development (costs to upgrade the utility electrical grid to accept additional electricity from the solar farm)	\$ <u>141,000</u>
5. Access roads and parking development	\$ _____
6. Other land-related costs (describe)	\$ _____
B. Building-Related Costs	
1. Acquisition of existing structures	\$ <u>na</u>
2. Renovation of existing structures	\$ <u>na</u>
3. New construction costs	\$ <u>na</u>
4. Electrical systems	\$ <u>na</u>
5. Heating, ventilation and air conditioning	\$ <u>na</u>
6. Plumbing	\$ <u>na</u>
7. Other building-related costs (describe)	\$ <u>na</u>
C. Machinery and Equipment Costs	
1. Production and process equipment	\$ <u>na</u>
2. Packaging equipment	\$ <u>na</u>
3. Warehousing equipment	\$ <u>na</u>
4. Installation costs for various equipment	\$ <u>1,251,000</u>
5. Other equipment-related costs (describe) Solar panel and related equipment	\$ <u>5,873,000</u>
D. Furniture and Fixture Costs	
1. Office furniture	\$ <u>na</u>
2. Office equipment	\$ <u>na</u>
3. Computers	\$ <u>na</u>
4. Other furniture-related costs (describe)	\$ <u>na</u>

E. Working Capital Costs	
1. Operation costs	\$ na
2. Production costs	\$ na
3. Raw materials	\$ na
4. Debt service	\$ na
5. Relocation costs	\$ na
6. Skills training	\$ na
7. Other working capital-related costs (describe)	\$ na

F. Professional Service Costs	
1. Architecture and engineering	\$ 288,000
2. Accounting/legal	\$ 0
3. Other service-related costs (describe)	\$ 1,864,000

G. Other Costs	
1. Mortgage Amount not included in above costs	\$
2. Customer Acquisition Costs	\$256,000
3. Project Reserve Costs (decommissioning)	\$207,000

H. Summary of Expenditures	
1. Total Land Related Costs	\$ 141,000
2. Total Building Related Costs	\$ 0
3. Total Machinery and Equipment Costs	\$ 7,124,000
4. Total Furniture and Fixture Costs	\$ 0
5. Total Working Capital Costs	\$ 0
6. Total Professional Service Costs	\$ 2,152,000
7. Total Other Costs	\$ 463,000
TOTAL PROJECT COSTS	\$ 9,880,000

SECTION I - PROJECTED CONSTRUCTION EMPLOYMENT IMPACT:

1. Please provide estimates of total construction jobs at the Project:

Year	Construction Jobs (Annual wages and benefits \$40,000 and under)	Construction Jobs (Annual wages and benefits over \$40,000)
Current Year	--	39-50 (*)
Year 1	--	--
Year 2	--	--
Year 3	--	--
Year 4	--	--
Year 5	--	--

* 11-12 Electrical
7-10 Civil
18-24 Racking/Installation
3-4 Fencing

2. Please provide estimates of total annual wages and benefits of total construction jobs at the Project:

Year	Total Annual Wages And Benefits	Estimated Additional NYS Income Tax
Current Year	\$ 7,500,000 (annualized)	\$ 300,000 (annualized)
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4	\$ _____	\$ _____
Year 5	\$ _____	\$ _____

SECTION J - PROJECTED PERMANENT EMPLOYMENT IMPACT:

1. Please provide estimates of total existing permanent jobs (FTE) to be preserved or retained as a result of the Project: **FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.**

Year	Existing Jobs (Annual wages and benefits \$40,000 and under)	Existing Jobs (Annual wages and benefits over \$40,000)
Current Year	--	--
Year 1	--	--
Year 2	--	--
Year 3	--	--
Year 4	--	--
Year 5	--	--

2. Please provide estimates of total new permanent jobs (FTE) to be created at the Project:

Year	New Jobs (Annual wages and benefits \$40,000 and under)	New Jobs (Annual wages and benefits over \$40,000)
Current Year	--	--
Year 1	--	--
Year 2	--	--
Year 3	--	--
Year 4	--	--
Year 5	--	--

3. Please provide estimates of total annual wages and benefits of total permanent construction jobs at the Project:

Year	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	\$ _____	\$ _____
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4	\$ _____	\$ _____
Year 5	\$ _____	\$ _____

4. Provide estimates for the Creation of New Job Skills relating to permanent jobs. List the projected new job skills for the new permanent jobs to be created as a result of the undertaking of the project by the applicant

New Job Skills	Number of Positions Created	Wage Rate

**Should you need additional space, please attach a separate sheet.*

SECTION K - PROJECTED OPERATING IMPACT:

- Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1st year following project completion)

\$ _____

Additional Sales Tax Paid on Additional Purchases

\$ _____

Estimated Additional Sales (1st full year following project completion)

\$ _____

Estimated Additional Sales Tax to be collected on additional sales (1st full year following project completion)

\$ _____

2. Please provide estimates for impacts of other economic benefits expected to be produced as a result of the Project not mentioned in this application:

CBA QUESTIONNAIRE CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire.

I affirm under penalty of perjury that all statements made in this Questionnaire are true, accurate and complete to the best of my knowledge.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

Date Signed: Sept 18, 2019

Name of Person Completing Project Questionnaire on behalf of the Company.

Name: PETER DOLGOS

Title: SVP

Phone Number: 646-998-6495

Signature: Peter Dolgos

APPLICATION ATTACHMENT A:

Acknowledgements and Yearly Filings

As a condition to issuing financial assistance to the applicant the County of Clinton Industrial Development Agency is required by the New York State Comptroller's office to obtain the following supplementary information yearly for the duration of the transaction:

1. Outstanding balance at beginning and end of year and principal payments made during year.
2. The current interest rate for bonds (for adjustable rate bonds the rate at the end of the year is needed).
3. Current year tax exemptions for county, local (towns) and school taxes.
4. PILOT (*Payment in lieu of taxes*) payments made each year to county, local and school taxing authorities.
5. Documentation and affidavits regarding the use of local construction workers in the construction phase of the Project. See Use of Local Labor Policy and Attachment D of this application.
6. Once project is authorized, report the number of full-time, part-time and seasonal workers employed in terms of FTE (as defined in this application).
7. Submit NY-45 Form (with employee identification blacked-out) showing 4Q monthly data regarding salary and employment levels. Also include an average salary.

In addition to the above, in reporting the first year the CCIDA need:

1. An amortization schedule showing the planned principal reduction each year for the life of the issue.
2. The amount exempted for:
 - (a) sales tax
 - (b) mortgage recording tax
3. Each year of construction – Sale tax and documents (ST-60, ST-340, ST-123, etc.).

This information is required by January 31st of each succeeding year and shall be submitted in writing to the County of Clinton Industrial Development Agency, 190 Banker Road, Suite 500, Plattsburgh, NY 12901. (Fax: 518-562-2232)

We have reviewed, understand and will comply with the above, as required by the New York State Comptroller's Office.

Name: PETER DOLGOS Title: SVP

Date: 9/18/19

APPLICATION ATTACHMENT B

County of Clinton IDA Fee Schedule:

Adopted: 5/13/13

Type	Cost	Description
Application Fee	\$1500	The Agency will charge a nonrefundable administrative application fee for finance transactions equal to \$1500 upon submission of an application by a project. \$750 is a non-refundable administrative fee. The remaining \$750 will be applied to the project's closing costs.
Fee Issuances for Bonds or Straight Lease Transactions	75 of 1%	The Agency will charge said fee on the total benefited project costs. Such fee shall be payable upon the successful conclusion of the sale of obligations (bonds) or upon the execution and delivery of the documents providing financial assistance (straight lease not involving bonds). Fees are non-refundable.
Issuance Fee for Refinancing	½ of the Current Bond Fees	The Agency will charge ½ of the current bond fees for the refinancing of a project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
Modification/Amendment Transactions Fees	\$500	The Agency will charge a nonrefundable modification/amendment transaction fee per instance (post-closing) equal to \$500 upon the submission of a letter to the Agency explaining in detail the requested action to modify or amend existing documents previously executed by the Agency. Fees shall be applied towards administrative costs.
Reconveyance of a Straight Lease Fees Not Involving New Financial Assistance	\$500	The Agency will charge a nonrefundable reconveyance administrative fee for straight lease transactions. The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
Special Meeting Fee	\$500	The Agency will charge a nonrefundable administrative fee for a special meeting of the IDA held at the project's request.
IDA Legal Fees	Varies	The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.

*The Agency Board reserves the right to determine and impose other administrative fees on Agency projects in consideration for financial assistance being granted by the Agency and/or the costs incurred by the Agency. The Agency may provide for a different application fee and/or a different administrative fee for a particular project by resolution duly adopted by the Agency Board.

APPLICATION ATTACHMENT C

CCIDA UTEP PILOT Scoring Criteria

Variable/ Threshold	Permanent Payroll Level in Terms of # of Jobs Created	% of Average County Wage	# of Potential Spin-off Jobs	Local Business Impact and/or Community Investment Reviewing appropriate level yearly	Educational Benefits Reviewing appropriate levels/year	Value of Real Property	Totals:
Level 1 (1 point)	Less than 100 jobs within 5 years	At least 75% for <u>new</u> jobs	Less than 100 verifiable Spin off jobs	Need for local industry/services is low e.g. insurance, banking, trucking Belong to Chamber	Low level such as school visits/ school-to-work	\$500k-\$1.5x10 ⁶	
Level 2 (2 pts)	100 - 300 jobs	At least 100% for <u>new</u> jobs	100-300 verifiable Spin off jobs	Use local industrial suppliers & services/ra materials/parts Or Reuse abandoned facility	Limited Support/ Learn to Earn Internships underwrite facilities or programs	\$1.5 - 5.0 x 10 ⁶	
Level 3 (3 pts)	300+ jobs within 5 years	At least 150% for <u>new</u> jobs	300+ verifiable Spin off jobs	Demonstrate synergy with local services, suppliers and manufacturers Or Reclaim brownfield/adaptive re-use of facilities.	Major support to schools and colleges Scholarships (NMSQT); internships; sponsorships underwrite faculty \$10,000	\$5.0 x 10 ⁶ +	
Totals:							

Scoring

6 points or less - Category 1 benefits

7-11 points - Category 2 benefits

12 points or more - Category 3 benefits

APPLICATION ATTACHMENT D

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of County of Clinton Industrial Development Agency (the "Agency") to promote construction employment opportunities for residents of Clinton County, New York and in consideration of the extension of financial assistance by the Agency for the project which is the subject of this application (the "Project"), NY Mooers V, LLC (the "Company") understands that it is the Agency's policy that benefiting private entities should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. The Company also agrees to provide an estimate of the number, type and duration of construction jobs to be created through Agency assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon completion of the Project, the Company shall, if requested by the Agency, submit to the Agency a Construction Completion Report in which is identified names and business addresses of the prime contractor, sub-contractors and vendors engaged in the construction of the Project.

Relevant Company Information:

Company: NY Mooers V, LLC
Company representative for Contract Bids and Awards: Peter Dolgos
Mailing Address: 33 Irving Place, Suite 1090
New York, NY 10003

Phon: _____ Fax: _____
Email: _____

General Contractor, if determined:

Contractor: _____
Representative: _____

Mailing Address: _____

Phone: _____ Fax: _____
Email: _____

Construction start date is estimated to be January 2020 with occupancy to be taken on April 2020 (earliest) (estimated)?

Construction Phase or Process	Duration of Construction Phase	# to be employed
	3-5 months	

Construction Phase or Process	Duration of Construction Phase	# to be employed

Dated

7/18/19

NY Mooers V, LLC

Name of Applicant

Signed

Peter Dolgos
Peter Dolgos / Senior Vice President

Printed Name and Position

EXHIBIT A

ENVIRONMENTAL ASSESSMENT FORM PART I

Used in Uncoordinated SEQR Review By Town of Mooers

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: Delaware River Solar Proposed Solar Farm Site Plan 2019		
Project Location (describe, and attach a general location map): 58-1-7.2		
Brief Description of Proposed Action (include purpose or need): Delaware River Solar, LLC is proposing the development of a one - field solar farm on a portion of Tax Map Parcel 58 - 1 - 7.2.		
Name of Applicant/Sponsor: Pete Dolgos of Delaware River Solar, LLC		Telephone: 646-998-6495
		E-Mail: peter.dolgos@delawareriversolar.com
Address: 1460 Broadway Ave		
City/PO: New York	State: NY	Zip Code: 10036
Project Contact (if not same as sponsor; give name and title/role): Aaron J. Ovios, P.E.		Telephone: (518) 561 - 6145
		E-Mail: aj.ovios@rmspc.com
Address: 11 MacDonough St.		
City/PO: Plattsburgh	State: NY	Zip Code: 12901
Property Owner (if not same as sponsor): Neil A Ashline		Telephone:
		E-Mail:
Address: 297 Boas Rd		
City/PO: Mooers Forks	State: NY	Zip Code: 12959

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 Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board - Pilot Program	
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Mooers Special use Permit	
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Clinton County IDA	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Clinton County Planning Board	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	New York State Department of Transportation	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
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 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 only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- 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 where the proposed action would be located? ☐ Yes ☒ No

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>General Use</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes,	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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? <u>Northern Adirondack</u>	
b. What police or other public protection forces serve the project site? <u>State Police, Clinton County Sheriff</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Mogers Volunteer Fire Department</u>	
d. What parks serve the project site? <u>N/A</u>	

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)? <u>Commercial</u>	
b. a. Total acreage of the site of the proposed action?	<u>18</u> acres
b. Total acreage to be physically disturbed?	<u>2</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>57</u> acres
c. Is the proposed action an expansion of an existing project or use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. If No, anticipated period of construction: _____ <u>12</u> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

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:

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: _____

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): _____

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 2 acres (impervious surface)

_____ Square feet or 57 acres (parcel size)

- ii. Describe types of new point sources grass swales

- 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)?

Great Chazy River

- If to surface waters, identify receiving water bodies or wetlands: _____

- 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)

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

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

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

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 (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ 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)? ☐ Yes ☒ 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? ☐ Yes ☒ 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? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ 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? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> Monday - Friday: _____ 7:00 - 5:00 pm Saturday: _____ Sunday: _____ Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> Monday - Friday: _____ 7:00 am - 7:00 pm Saturday: _____ 7:00 am - 7:00 pm Sunday: _____ 7:00 am - 7:00 pm Holidays: _____ 7:00 am - 7:00 pm
---	---

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>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</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</p> <p>_____</p>	
<p>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</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ 1 tons per _____ week (unit of time) • Operation : _____ 1 tons per _____ month (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: <u>N/A</u> • Operation: <u>N/A</u> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: <u>Clinton County Landfill</u> • Operation: <u>Clinton County Landfill</u> 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ 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? ☐ Yes ☒ 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? ☐ Yes ☐ 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:

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	0.25	+0.25
• Forested	31	29	- 2
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	26	28	+2
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	1	1	0
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

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? ☐ Yes ☒ No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? ☐ Yes ☒ No
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: _____

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? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• 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: _____

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? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

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? ☐ Yes ☒ No
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: ☐ Yes ☐ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ 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? ☐ Yes ☒ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ 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? ☐ Yes ☐ 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? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

<u>Schroon fine sandy loam</u>	39 %
<u>Hailesboro silt loam</u>	27 %
<u>Monadnock fine sandy loam</u>	17 %

d. What is the average depth to the water table on the project site? Average: _____ >7 feet

e. Drainage status of project site soils: ☐ Well Drained: _____ % of site
☒ Moderately Well Drained: 100 % of site
☐ Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 90 % of site
☒ 10-15%: 5 % of site
☒ 15% or greater: 5 % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ 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)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ 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? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name	830-20	Classification	C(T)
• Lakes or Ponds:	Name		Classification	
• Wetlands:	Name	NYS Wetland, Federal Waters, Federal Waters, Fe...	Approximate Size	NYS Wetland (in a...
• Wetland No. (if regulated by DEC)	A-40			

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No

If Yes:

i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat: _____</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>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</p> <p>If Yes, provide county plus district name/number: <u>CLINcn7</u></p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>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</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>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</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

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: _____		
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?		
If Yes:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Describe possible resource(s): _____		
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Identify resource: _____		
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____		
iii. Distance between project and resource: _____ miles.		
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 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.

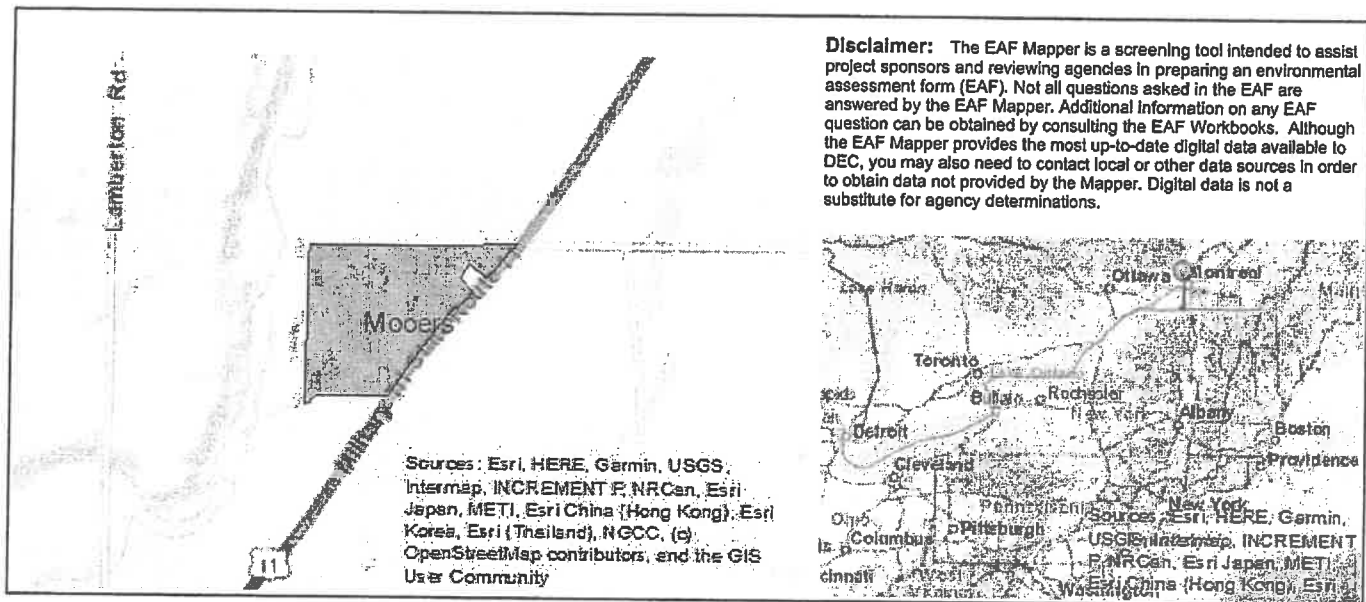
Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

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EAF Mapper Summary Report

Wednesday, May 22, 2019 1:46 PM



B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	830-20
E.2.h.iv [Surface Water Features - Stream Classification]	C(T)
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland, Federal Waters
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):51.0
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	A-40
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	CLINcn7
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

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

Agency Use Only (If applicable)	
Project :	80-19-02
Date :	6/13/19

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.

1. Impact on Land 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 type="checkbox"/> NO	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" 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 - i. 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"/>

1. 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.			
		<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 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.			
		<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 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)

☒ NO

☐ YES

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

	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 ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) 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.)

☒ NO

☐ YES

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

	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.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	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, E1b	<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.	E1 a, 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.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</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. 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.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</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 occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	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"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", 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.			
		<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 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.			
		<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 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)

☒ NO

☐ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	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)

☒ NO

☐ YES

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

	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.)

☒ NO

☐ YES

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

	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 I.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</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 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.)

☒ NO☐ YES

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

	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)

☒ NO☐ YES

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

	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"/>

PRINT FULL FORM

Project :

Date :

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

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 _____ 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 617.7(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: SPECIAL USE PERMIT

Name of Agency: TOWN OF MOVERS ZONING BOARD OF APPEALS

Name of Responsible Officer in Agency: JOHN GORDON

Title of Responsible Officer: CHAIRMAN

Signature of Responsible Officer in Agency: J.M.C. [Signature]

Date: 8/27/19

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

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>

EXHIBIT B

Town of Mooers Minutes

SEQR Determination and Special Use Permit Approval

**TOWN OF MOOERS
ZONING BOARD OF APPEALS**

2508 Route 11 - P.O. BOX 242
Mooers, NY 12958
TELE: (518) 236-7927 x106 FAX: (518) 236-4769
www.mooersny.com

Tax Map # 58.-1-7.2

Applicant: Delaware River Solar, LLC

Location: North Side U.S. Route 11 opposite Boas Road

District: General (GEN)

Date of Hearing: August 27, 2019

Application for Commercial Special Use SU-1902 has been reviewed by the Town of Mooers Zoning Board of Appeals. The hearing was for a special use permit to construct a commercial solar array.

The members of the Zoning Board of Appeals reviewed the Full Environmental Assessment Form as part of an uncoordinated review and declared that the project has no significant environmental impact.

The members of the Zoning Board of Appeals have ruled to grant the request of the applicant.

Motioned by: Jane Hitchcock

Seconded by: Tim Neverett

Roll Call: Tony Roberts – Yes

Mike Denault – Yes

John Gordon, Chairman – Yes

Jesse LaValley, Alt. – Absent

Miranda Grabie, Alt. – Absent

THE ABOVE DECISION ON APPEAL SU-1902 HAS BEEN FILED WITH THE TOWN CLERK.



EXHIBIT C
LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement ("**Agreement**"), dated as of January 29, 2019 ("**Effective Date**"), is between Shanna L. Ashline and Neil A. Ashline (each a "**Fee Lessor**" and collectively, the "**Fee Lessors**"), Larry L. Ashline and Marlene L. Ashline (each a "**Life Tenant Lessor**" and collectively, the "**Life Tenant Lessors**," and together with the Fee Lessors, the "**Lessor**"), and NY Mooers V, LLC, a limited liability company formed in New York ("**Lessee**"). The Lessee and Lessor are each, a "**Party**" and, collectively, the "**Parties**".

RECITALS

- A. The Fee Lessors are the owners of certain real property as further described in Exhibit A attached hereto ("**Property**"). The Life Estate Lessors are the holders of a life estate in the Property.
- B. The Lessor intends to lease certain portions of the Property ("**Premises**"), as further described in Exhibit A attached hereto, to Lessee.
- C. Lessee intends to engineer, construct, install and operate a solar electric generating facility ("**System**") within the Premises.
- D. In connection with the foregoing, Lessee desires to lease the Premises located on the Property from Lessor in order to install and operate the System and Lessor is willing to grant such lease to Lessee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

- (a) "**Affiliate**" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.
- (b) "**Applicable Law**" means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.
- (c) "**Bankrupt**" means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within thirty (30) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar

official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- (d) **"Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.
- (e) **"Commercial Operation"** means that the System is ready for regular, daily operation, has been connected to the electrical grid of the local utility, and is capable of producing Energy Output.
- (f) **"Commercial Operation Date"** means the date the System has achieved Commercial Operation.
- (g) **"Construction Period"** means the period commencing upon the date of arrival at the Premises or Property of any materials to be used in the construction of the System and ending on the earlier of the (i) date on which this Agreement is terminated or (ii) commencement of the Operation Period.
- (h) **"Delivery Point"** means the agreed location or locations where Energy is to be delivered and received by the local utility.
- (i) **"Development Period"** means the period commencing on the Effective Date and ending on the earlier of the (i) date on which this Agreement is terminated, or (ii) commencement of the Construction Period.
- (j) **"Energy"** means electric energy (three-phase, 60-cycle alternating current ("AC"), expressed in kilowatt-hours).
- (k) **"Energy Output"** means the amount of electrical energy generated by the System and delivered to the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device.
- (l) **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to renewable energy credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (Nox), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or

bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the System; (ii) production or investment tax credits associated with the construction or operation of the System, Treasury grants made pursuant to Section 1603 of the American Recovery and Reinvestment Act and other financial incentives in the form of credits, reductions, or allowances associated with the System that are applicable to a state or federal income taxation obligation; or (iii) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air quality permits.

- (m) **"Hazardous Materials"** shall have the meaning ascribed to such term in Section 6(d).
- (n) **"Metering Device"** means any and all meters at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy generated by the System and delivered to the Delivery Point.
- (o) **"Operation Period"** means the period commencing on the Commercial Operation Date and continuing throughout the Term.
- (p) **"Person"** means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, limited liability partnership, or any other entity of whatever nature.
- (q) **"Renewable Energy Incentives"** shall mean: (a) federal, state, or local tax credits or other tax benefits (such as accelerated depreciation) associated with the construction, ownership, or production of electricity from the System or any governmental payments made in lieu of such tax benefit, (b) any federal, state or local grants, rebates, subsidized financing or any other subsidy relating to the renewable energy property of the System or the output thereof, and (c) any other form of incentive that is not an Environmental Attribute that is available with respect to the Solar Facility.
- (r) **"System"** means the solar electric generating facility that produces the Energy Output.

2. **Leased Premises and Related Rights.** Fee Lessors own the Property. Lessor hereby leases to Lessee, in accordance with the terms and conditions hereinafter set forth, the Premises.

3. **Rent.**

- (a) On the Effective Date, Lessee shall pay Lessor a non-refundable payment
 - i. Beginning on the day that is ninety (90) days after the Effective Date, and at the end of each consecutive ninety (90) day period thereafter occurring during the the Development Period and Construction Period, Lessee shall pay Lessor a non-refundable payment
- (b) During the Operation Period, Lessee shall pay Lessor annual rent payments in the amount of () dollars per acre, or portion thereof.
- (c) Rent payments during the Operation Period shall be payable monthly on or before the first day of the month.

4. **System Construction, Installation and Operation.**

- (a) Lessor hereby consents to the construction of the System by Lessee on the Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, provided all work shall be conducted in accordance with all Applicable Laws (**Installation Work**). Subject to Lessor's cooperation in accordance with Section 8, Lessee, at its sole expense, shall obtain any and all permits, variances and licenses which may be required by Applicable Law for Lessee's use and occupancy of the Premises in accordance with the provisions of this Agreement, and shall comply with such permits, variances and licenses. Without limitation to Lessee's right to terminate this Agreement pursuant to Section 9(a)(ii) below, the failure of Lessee to obtain any such certificate, permit or license shall not be a condition precedent to Lessee's obligation to pay Rent or to perform any of its other obligations hereunder or otherwise affect the validity of this Agreement.
- (b) Lessee shall also have the right from time to time during the Term hereof to:
 - (i) install, maintain and operate the System on the Premises;
 - (ii) maintain, clean, repair, replace and dispose of part or all of the System;
 - (iii) add or remove the System or any part thereof; and
 - (iv) access the Premises with guests for promotional purposes during normal business hours and at other times as are acceptable to the Lessor in its reasonable business judgment.
- (c) Lessor acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the Premises and consents to such mounting or adhering, as applicable.
- (d) Lessor and its authorized representatives shall at all times have access to and the right to observe the Installation Work, subject to compliance with Lessee's safety rules, but shall not interfere with the Installation Work or handle any Lessee equipment or the System without prior written authorization from Lessee.
- (e) Lessee agrees that fencing installed by Lessee along the perimeter of the System will be "deer fencing," or such other fencing as may be reasonably acceptable to Lessor.

5. System and Output Ownership.

- (a) Lessor acknowledges and agrees that Lessee or one of its Affiliates is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the System is or may be attached to any real property of Lessor, and that Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises.
- (b) Lessor acknowledges that Lessee is the exclusive owner of the Energy generated by the System and the exclusive owner of all Environmental Attributes and Renewable Energy Incentives attributable to the System. Lessor shall not make any claim to ownership of the Energy, Environmental Attributes or Renewable Energy Incentives whatsoever. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Energy Output, Environmental Attribute or Renewable Energy Incentive of the System. The System shall not be considered an electric public utility, an investor owned utility, or a municipal utility.

6. Representations and Warranties of Lessor.

Lessor hereby represents and warrants to Lessee that:

- (a) **Authorization: Enforceability.** The execution and delivery by Lessor of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessor or any valid order of any court, or regulatory agency or other body having authority to which Lessor is subject. This Agreement constitutes a legal and valid obligation of Lessor, enforceable against Lessor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or other laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.
- (b) **Lessor's Title to Premises.** Each Fee Lessor has good title to the Premises and Property, and each Life Tenant Lessor holds a good and valid life estate in the Property, in each case free and clear of any liens, and Lessee shall have quiet and peaceful possession of the Premises free from any claim of any Person claiming by, through or under Lessor, or possessing or claiming superior title to the Premises, without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Agreement. Lessor agrees to warrant and defend Lessee's right to quiet enjoyment of the Premises and leasehold title to the Premises against the claims of any Persons claiming by, through or under Lessor. To Lessor's knowledge, there are no pending or threatened legal actions, condemnation proceedings, unpaid assessments, violations of law, or other proceedings or actions likely to materially interfere with the exercise by Lessee of its rights under this Agreement.
- (c) **Hazardous Materials.** To the best of Lessor's knowledge, there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials in any Applicable Law ("**Hazardous Materials**") present on, in or under the Premises in violation of any Applicable Law. Lessor shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessor becomes aware of any such Hazardous Materials on, in or under the Premises in violation of any Applicable Law, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify and defend Lessee against) any liability or cleanup obligations for any contamination or pollution from Hazardous Materials or breach of environmental laws related to the Premises during the Term of this Agreement and while the Lessor owns the Premises, if such contamination, pollution or breach of environmental laws arise from or are attributable to Lessor, its agents, employees or invitees or Lessor, its agents, employees or invitees contributed to the presence of such Hazardous Materials. This **Section 6(d)** shall survive the termination or expiration of the Agreement.

7. Representations and Warranties of Lessee.

Lessee hereby represents and warrants to Lessor that:

- (a) **Organization.** Lessee is a duly organized limited liability company validly existing and in good standing under the laws of the State of New York.
- (b) **Authorization: Enforceability.** The execution and delivery by Lessee of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do

not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessee or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject. This Agreement constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or other laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

- (c) Hazardous Materials. Lessee shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessee becomes aware of any such Hazardous Materials on, in or under the Premises in violation of any Applicable Law, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and protect, indemnify and defend Lessor against) any liability, including, without limitation, diminution in value of the Premises, damages for loss or restriction on use of the Premises, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, or cleanup, investigation or remediation obligations for any contamination or pollution or breach of environmental laws related to any Hazardous Materials on, in or under the Premises that arise from or are attributable to Lessee, its agents, employees or invitees, including to the extent Lessee, its agents, employees or invitees contributed to the presence of such Hazardous Materials. This Section 7(c) shall survive the termination or expiration of the Agreement.

8. Covenants.

- (a) Transfer of Premises. Lessor shall not sell or transfer the Premises unless Lessor shall have given Lessee at least thirty (30) days' prior written notice thereof, which notice shall identify the transferee, its contact information, the Premises to be so transferred, and the proposed date of transfer. Lessor agrees that this Agreement and the leasehold interests, easements, and other interests provided herein shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that, prior to and as a condition of any sale, assignment, or other transfer of the Premises, it shall cause any purchaser, assignee, or other transferee to execute and deliver to and for the benefit of Lessee a document in form and substance reasonably acceptable to Lessee pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, (i) an acknowledgement by the transferee that it has no interest in the System and shall not gain any interest in the System by virtue of the Lessor's transfer, and (ii) an agreement by the transferee to be bound by all of the obligations, covenants and conditions applicable to Lessor under this Agreement.
- (b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Premises that, to Lessor's knowledge, have a reasonable likelihood of causing damage, impairment or will otherwise adversely affect the System. Lessor covenants that it will obtain a non-disturbance agreement ("NDA") from any third party who now has or may in the future obtain an interest in the Premises or any portion of the Property to which Lessee has rights under this Agreement, including, without limitation any lenders to Lessor, which NDA shall, without limitation (i) acknowledge and consent to the Lessee's continuing rights to the Premises, the Property (to the extent applicable) and the System, all in accordance with this Agreement, upon any foreclosure or exercise of rights by such third party under any agreement

between such third party and Lessor, and (ii) acknowledge that such third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Agreement or the foreclosure or exercise of rights by such third party under any agreement between such third party and Lessor.

(c) Insolation. Lessor acknowledges and agrees that access to sunlight is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement.

(i) Accordingly, Lessor, as fee simple owner of or holder of a life estate in the Premises and Property, covenants and agrees that it shall not, on the Premises, the Property, or any adjacent property owned or controlled by Lessor, construct or permit to be constructed any structure or permit the growth of foliage, or emit or permit the emission of suspended particulate matter, smoke or other airborne impediments to insolation (other than those airborne substances generated by normal farming activities consistent with existing use of the Property as of the Effective Date), in each case if doing so would block, shade or obstruct to any degree the solar radiation available for collection by the System on any day of the year at any time from sunup to sundown, from what was available for collection by the System from time to time prior to the shading or obstruction introduced by Lessor. Lessor will remove or cause to be removed any structure, foliage or other obstruction appearing on the Property, the Premises (but only to the extent constructed or permitted to be constructed by Lessor and exclusive of natural foliage growth), or any adjacent Property owned by Lessor in violation of this section (i) within thirty (30) days after written request by Lessee, failing which Lessee shall be entitled to remove such structure, foliage or obstruction. In the event Lessee removes such structure, foliage or obstruction, such removal will be at Lessee's cost unless such structure, foliage or obstruction was installed or created by Lessor on or after the Effective Date, in which case Lessee will be entitled to deduct the reasonable cost thereof from the Rent.

(ii) If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties not owned by Lessor which might have the effect of diminishing the solar irradiance available to the System, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee as Lessee seeks to have the owner(s) of those other properties take steps to mitigate the impact of such activities on the System and to preserve existing levels of insolation of the System. Such cooperation shall include, without limitation, seeking enforcement of any set back or other applicable zoning requirements. Lessor shall not be required to incur costs in connection with the performance of its obligations under this section (ii) unless Lessee has agreed to reimburse Lessor for such costs.

(iii) Lessee shall be entitled to record its rights under this Section 8(c) against the Property or any adjacent property owned by Lessor.

(d) Lessor's Cooperation: Access to Premises. During the Term, Lessor shall: (i) reasonably cooperate in all respects with Lessee in its efforts to obtain all of the certificates, permits, licenses, easements and other approvals necessary for the construction, installation and operation of the System ("Approvals"), all at no cost and with no obligation to incur liability as a result; (ii) take no action on the Premises that, to Lessor's knowledge, would affect the

Premises in a manner that would be adverse to the permitted use thereof by Lessee under the terms of this Agreement; (iii) promptly after receipt of a written request by Lessee, execute any necessary documents relating to requests for grants for non-exclusive right-of-way and easements (under terms acceptable to Lessor) over the Property, for electric and other public utilities and facilities and any other electric power purpose including any power transmission lines, as deemed necessary by Lessee for development and use of the System, provided that any such right-of-way or easement does not adversely affect the Property as determined by Lessor, and provided that Lessor shall have the right to determine the exact location of any such right-of-way or easement; and (iv) provide Lessee with access to the Premises as reasonably necessary to allow Lessee to develop, design, engineer, install, construct and operate the System, including ingress and egress rights to the Premises for Lessee and its employees, contractors and sub-contractors, and will use commercially reasonable efforts to provide sufficient space for temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities as reasonably necessary during the installation and commissioning of the System. Lessor agrees to reasonably cooperate with Lessee in making application for the Approvals, including joining and executing any Approval required by a government agency, at no expense and no obligation to incur liability as a result. Without limitation to the foregoing, Lessor agrees not to contest or oppose any Approval sought by Lessee in connection with the development, construction and operation of the System.

9. Term and Termination.

- (a) The term of this Agreement ("Term") shall commence on the Effective Date and terminate on the thirty (30) year anniversary of the Commercial Operation Date, with an option to extend the term by mutual agreement in five (5) year increments, provided that:
 - (i) Lessor may terminate this Agreement without liability effective upon provision of written notice if the Construction Period has not commenced by the second anniversary of the Effective Date, unless such delay is a result of the breach by Lessor of this Agreement. If not exercised by Lessor prior to such date, Lessor's right under this section (i) will lapse on the date the Construction Period begins. Upon termination pursuant to this paragraph Lessee's obligation under 9(b) below will become effective if applicable.
 - (ii) Lessee may terminate this Agreement upon thirty (30) days' written notice to Lessor, which termination will be without liability except with respect to (a) any payment obligations accrued with respect to the period occurring prior to termination, and (b) Lessee's tax obligation set forth in (c) below.
- (b) Within ninety (90) days after this Agreement is terminated in accordance with section (a) above, or within ninety (90) days after the expiration of the Term, Lessee shall, at its sole cost and expense, remove the System or any existing portion of the System or any materials associated with the System, repair any damage caused by such removal, and restore the Premises to its condition as of the Effective Date. In connection with such removal, repair and restoration, Lessor shall continue to provide Lessee (and its employees, contractors and subcontractors) with access to the Premises; provided that Lessee shall continue to pay Rent until such removal and restoration has been completed.
- (c) Within ninety (90) days after this Agreement is terminated in accordance with section (a) above, or within ninety (90) days after the expiration of the Term, Lessee shall pay the pro-rated

amount of its obligations for payment of taxes pursuant to this Agreement through the date of termination, to the extent not paid previously.

10. Notice of Malfunction. Each Party shall designate and advise the other Party of personnel to be notified in the event of an emergency affecting the System or Premises and shall provide notice to the other Party promptly after becoming aware thereof. Lessor's failure to notify Lessee of a malfunction or an emergency shall be without liability.

11. Confidentiality. Except to the extent required by Applicable Law, each Party shall maintain the confidentiality of the terms and conditions of this Agreement, including, without limitation, the financial terms, site design and product design, methods of operation and methods of construction and Energy Output. Notwithstanding the foregoing, each Party may disclose the terms and conditions of this Agreement to its Affiliates, counsel, auditors, accountants, agents, advisors, and other representatives as necessary in connection with the ordinary conduct of such Party's business and to governmental authorities, and Lessee may disclose the terms and conditions of this Agreement and provide any of such information to utility, consultants, and agents; any potential financing parties; and any potential purchasers of Lessee's interests. This Section 11 shall survive the termination or expiration of the Agreement.

12. Insurance.

Lessee shall obtain and maintain at all times during the Term;

- (i) Commercial General Liability Policy with a limit of One Million Dollars (\$1,000,000.00) each occurrence and a Two Million Dollar (\$2,000,000) aggregate naming Lessor as additional insured and the utility as required. Said insurance will at all times be considered as primary insurance and at no time will contribute with any liability insurance separately maintained by the Lessor with respect to the Property and Premises not subject to this Agreement;
- (ii) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. Automobile insurance may be obtained through an endorsement to the general liability policy required in (i) above;
- (iii) Umbrella Liability Coverage Policy, written on an occurrence basis providing a combined single limit of no less than One Million Dollars (\$1,000,000.00), subject to a One Million Dollars (\$1,000,000.00) aggregate limit applicable in its entirety to the Premises, and following form with the commercial general liability policy; and
- (iv) Workmen's Compensation Insurance in amounts required by Applicable Law or statute covering all Persons employed in connection with any work done on or about the leased Premises with respect to which claims for death or bodily injury could be asserted against leased Premises.

13. Taxes.

- (a) Lessor and Lessee each agree that, if requested by Lessee, Lessor will prepare and submit, at Lessee's expense, to the applicable planning board or other applicable government agency a request to subdivide the Property such that the Premises will comprise a distinct tax parcel within the Property.

- (b) During the Construction Period and Operating Period, Lessee shall pay directly or reimburse Lessor for all property taxes (including school district taxes) levied on and/or attributable to the Premises. In the event that, with respect to any tax year or portion thereof, the Premises are not taxed as a separate parcel but jointly with portions of the Property outside the Premises, then Lessee's obligation with respect to such taxes shall be that portion allocable to the Premises and any improvements thereon, pro-rated if applicable to reflect the amount of time during such year for which Lessee is responsible to pay property taxes under this section, as determined in a commercially reasonable manner.
- (c) Lessee shall pay when due all personal property taxes, business taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises and income of Lessee generated by the System (or any portion or component thereof).
- (d) Either Party may contest the legal validity or amount of any taxes, assessments or other charges for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary. The contesting party shall bear all expenses in pursuing such contest or proceeding, and shall provide prompt notice to the other party of its intent to contest such taxes, assessments or other charges. With respect to any taxes for which either party is responsible, nonpayment of which may result in a lien on the property of the other party, the responsible party shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless such party removes any such lien by bonding or otherwise, to the satisfaction of the other party. Lessor agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Lessee may reasonably deem advisable to file; provided, that Lessee shall reimburse Lessor for its reasonable attorneys' fees incurred in connection with providing such assistance.

14. Liability and Indemnity.

- (a) Lessee Indemnity. Lessee shall indemnify, defend and hold harmless Lessor, its officers, directors, agents and employees ("Lessor Indemnitees") from and against (i) any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, or damage or destruction of property, including, but not limited to, property of Lessee, any utility company or Lessor, and (ii) any other loss or damage incurred by Lessor, in each case to the extent arising from (a) the negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees or contractors; (b) the material breach by Lessee of any of its obligations, representations or warranties under this Agreement, or (c) caused by the System or Lessee's exercise of its rights under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation-related expenses. Lessee's obligations pursuant to this Section 14(a) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessor, the Lessor Indemnitees, or their respective contractors, successors or assigns. Lessee shall pay any cost that may be incurred by Lessor or the Lessor Indemnitees in enforcing this indemnity, including reasonable attorney fees. This Section 14(a) shall survive the termination or expiration of the Agreement.

- (b) Lessor Indemnity. Lessor shall indemnify, defend and hold harmless Lessee, its officers, directors, agents and employees ("Lessee Indemnitees") from and against (i) any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of either Lessee or Lessor, and (ii) any other loss or damage incurred by Lessee, in each case to the extent arising from: (a) the negligent acts or omissions or willful misconduct of Lessor, its agents, officers, directors, employees or contractors; or (b) the material breach by Lessor of any of its obligations, representations or warranties under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnatee in defending such claims, demands, lawsuits or actions including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 14(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns. Lessor shall pay any cost that may be incurred by Lessee or the Lessee Indemnitees in enforcing this indemnity, including reasonable attorney fees. This Section 14(b) shall survive the termination or expiration of the Agreement.
- (c) No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement, and shall not be construed as prohibiting recovery under the indemnification provisions of this Section 14.

15. Condemnation and Force Majeure

- (a) In the event at any time or times during the Term of this Agreement the whole Premises shall be taken or condemned by any authority having the power of eminent domain, then and in every such case, the leasehold interest of Lessee in the Premises so taken or condemned shall at once cease and terminate and neither Party shall have any further obligation under this Agreement, except with respect to obligations that survive termination hereof, including without limitation allocation of compensation in accordance with this Section 15(a). In the event that only part of the Premises shall be so taken or condemned, and the remainder of the Premises not taken or condemned is not reasonably adequate for Commercial Operation of the System, then Lessee shall have the option to: (i) terminate this Agreement and thereafter neither Party will have any liability or obligation hereunder, except (1) for those obligations that survive termination hereof, including without limitation allocation of compensation in accordance with this Section 15(a), and (2) that Lessee shall remove the System and shall be responsible for repairing any damage caused by such removal and shall restore the Premises to its condition as of the Effective Date within ninety (90) days after this Agreement has terminated, and subject to receipt by Lessee of any compensation payable in accordance with this Section 15(a); or (ii) remain in possession of that portion of the Premises that is not taken, in which case the parties shall amend this Agreement as reasonably necessary to reflect any reduction or, at Lessor's sole discretion, relocation of the Premises or the System and preserve the benefit of the Agreement to Lessee to the extent reasonably possible, and Lessee shall be entitled to any compensation payable in connection with such portion of the Premises as has been taken in accordance with this Section

15(a). Any compensation paid in connection with a taking by eminent domain, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed to Lessee to the extent of any compensation paid that is attributable to the System such as: (a) the condemnation of or injury to the Lessee or the System, or (b) any cost or loss that Lessee may sustain in the removal and/or relocation of the System, or Lessee's chattels and trade fixtures. Any portion of such compensation not attributable to the System shall be retained by Lessor.

- (b) Force Majeure. Neither Party shall be required to perform its obligations under this Agreement to the extent the affected party is prevented from performing such obligations due to any occurrence or circumstance that is beyond such party's control and which could not be avoided through the exercise of reasonable diligence, including accident, breakage, strike national or regional in scope, delay in obtaining any governmental permit or license (to the extent not attributable to the actions or omissions of the affected party), shortage of materials, or other act of God; provided, however, that nothing contained in this Section 15(b) shall excuse either party from its obligation to perform any of its financial obligations under this Agreement, including without limitation, Lessee's obligation to pay Rent when due and to pay taxes when due. As a condition to the exercise by either party of its rights under this Section, such party shall (i) promptly notify the other party of the occurrence or circumstance that is preventing such affected party from performing its obligations under this Agreement, (ii) keep the other party notified of its efforts to remedy such occurrence or circumstance, and (iii) promptly resume performance under this Agreement as soon as possible.

16. Assignment.

Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, and any such assignment shall be void; provided, however, that Lessee may in its sole reasonable discretion assign any of its rights, duties or obligations under this Agreement (i) to one or more of its Affiliates, (ii) to one or more third parties in connection with a collateral assignment of rights, mortgage or pledge (a "Lender's Lien"), (iii) to any present or future purchaser of the System, (iv) to any Person succeeding to all or substantially all of the assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction; and provided, further, that, in the event of any assignment by Lessor in connection with the sale or transfer of the Premises, such assignment will be subject to the requirements of Section 8(a). For the avoidance of doubt, Lessor may sell any or part of its interest in the Premises subject to the requirements of Section 8(a).

Notwithstanding the foregoing, the Lessee shall have the right to sublease all or a portion of the leasehold estate created by this Agreement to the Clinton County Industrial Development Agency ("CCIDA") or an affiliate thereof pursuant to a lease/leaseback transaction between such Lessee and the CCIDA. Lessor consents to the recording or filing, at the sole cost of the Lessee, of a memorandum of such sublease as well as any corresponding lease back to the Lessee in the applicable registry; provided that Lessee shall provide Lessor with an opportunity to review such memorandum in advance of such filing.

17. Provisions Benefiting Lender.

- (a) Lender's Right to Possession, Right to Acquire and Right to Assign. A financing party providing financing to Lessee in connection with the System (each, a "Lender") shall have the absolute right to do one, some, or all of the following things: (a) assign its Lender's Lien; (b)

enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to (i) the leasehold interest created by this Agreement ("Leasehold Interest") or (ii) any sublease made by Lessee (a "Sublease"); (d) take possession of and operate the System or any portion thereof and perform any obligations to be performed by Lessee or a sublessee ("Sublessee") hereunder or under a Sublease (as applicable), or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or Sublease to a third party reasonably acceptable to Lessor, such approval not to be unreasonably withheld; or (f) exercise any rights of Lessee or a Sublessee hereunder or under a Sublease (as applicable). Except as set forth herein, Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or a Sublease by a Lender or any other third party who acquires the same from or on behalf of the Lender or any purchaser who purchases at a foreclosure sale, Lessor shall recognize the Lender or such other party (as the case may be) as Lessee's or such Sublessee's proper successor, and the Agreement or the Sublease (as the case may be) shall remain in full force and effect.

- (b) Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee or a Sublessee, Lessor shall deliver a duplicate copy of the applicable notice of default (a "Notice of Default") to each Lender concurrently with delivery of such notice to Lessee or such Sublessee, as applicable, specifying in detail the alleged Event of Default, provided Lessor was given notice of such Lender as provided hereunder.
- (c) Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee or a Sublessee after Lessee's or such Sublessee's receipt of a Notice of Default hereunder or under a Sublease (as applicable). The Lender shall have the absolute right to substitute itself or an Affiliate for Lessee or any Sublessee and perform the duties of Lessee or such Sublessee hereunder or under the Sublease (as applicable) for purposes of curing such Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender, its Affiliate (or either of their employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all of the rights and privileges of Lessee or such Sublessee hereunder or under the Sublease (as applicable) upon prior written notice to Lessor. Lessor shall not terminate this Agreement or any Sublease prior to expiration of the cure periods available to a Lender as set forth above.
- (d) Deemed Cure: Extension. If any Event of Default by Lessee or a Sublessee under this Agreement or under the Sublease (as applicable) cannot be cured without obtaining possession of all or part of (a) the System, (b) the Leasehold Interest and/or (c) the Sublease, then any such Event of Default shall nonetheless be deemed remedied if: (i) within the appropriate time period as set forth in Section 17(b) after receiving notice from Lessor, a Lender acquires possession thereof, or commences appropriate judicial or non-judicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement or the Sublease, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any Bankruptcy or insolvency proceeding involving Lessee or a Sublessee, as the case may be, from commencing or prosecuting the proceedings described above, then the period specified above for commencing such proceedings shall be extended for the period of such prohibition.

- (e) Liability. A Lender that does not directly hold an interest in this Agreement or in a Sublease, or that holds a Lender's Lien, shall not have any obligation under this Agreement or such Sublease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement or such Sublease only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Lessee's obligations under this Agreement or a Sublessee's obligations under a Sublease, (b) continue operations on the Premises, (c) acquire any portion of Lessee's or a Sublessee's right, title, or interest in the System, in this Agreement, or in a Sublease, or (d) enter into a new lease or new Sublease as provided in Section 17(f), then such Lender shall not have any personal liability to Lessor in connection therewith, and Lessor's sole recourse in the Event of Default by such Lender shall be to execute against such Lender's interest in the System. Notwithstanding the foregoing, the obligation to cure any outstanding payment default of Lessee shall not be excused by reason of succession of Lender to title in the Agreement.
- (f) New Lease to Lender. In the event that this Agreement or a Sublease (a) terminates because of Lessee's or any Sublessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to Bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Lessor agrees, upon written request from such Lender received within ninety (90) days after any such event, to enter into a new lease or new sublease (as the case may be) in favor of such Lender, which new lease or new sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement or the applicable Sublease (except for any requirements that have been fulfilled by Lessee or any Sublessee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement or such Sublease (as the case may be) before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a lease (or other subordinate interest similar to said Sublease) of the Premises or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises in the same manner and extent as such were given to Lessee, and (v) enjoy the same priority as this Agreement or such Sublease over any lien, encumbrance or other interest created by Lessor; and, until such time as such new lease or sublease is executed and delivered, the Lender may enter, use and enjoy the Premises and conduct operations thereon as if the Agreement or Sublease (as the case may be) were still in effect, so long as Lender performs all obligations of Lessee as set forth in this Agreement. At the option of the Lender, the new lease or sublease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee or the Sublessee thereunder. If more than one Lender makes a written request for a new lease or sublease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.
- (g) Further Amendments. At Lessee's or any Sublessee's request, Lessor may, in its sole discretion, amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or

obligations of Lessor under this Agreement, or extend the Term of this Agreement beyond the period of time stated in Section 9. Further, Lessor may, within ten (10) days after written notice from Lessee, a Sublessee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Lessor (a) recognizes a particular entity as a Lender under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

- (h) Subordination of Lien. Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the System and other property that is or may from time to time hereafter be located at the Premises, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "Collateral") to the lien of Lender; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Agreement or as may be provided by Applicable Law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("Claims") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender.

18. Defaults and Remedies.

- (a) Default. If a Party ("Defaulting Party") fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default immediately if such Event of Default involves a hazardous condition, within ten (10) Business Days for any monetary Event of Default or, for any other Event of Default, within sixty (60) days after receiving written notice from the other Party ("Non-Defaulting Party") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such 60-day period and thereafter pursues the same to completion with commercially reasonable diligence.
- (b) Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts or shall be used as evidence against the Defaulting Party.
- (c) Remedies. The Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate the Agreement

pursuant to Applicable Law, all of which remedies shall be cumulative. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as necessary. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefore and (ii) immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. Without limitation to the foregoing, in the event Lessor breaches any of its obligations hereunder or otherwise fails to permit Lessee to exercise any of the rights and privileges granted herein, Lessee shall have the right to specific enforcement of this Agreement.

19. Miscellaneous Provisions.

- (a) Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.
- (b) Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 19(b)). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Fee Lessors:

Shanna Ashline
937 Lincoln Avenue
Palo Alto, CA 94301

Neil Ashline
3519 Route 11
Mooers Forks, NY 12959

If to Life Tenant Lessors:

Larry Ashline and Marlene Ashline
297 Boas Road
Mooers, NY 12959

If to Lessee:

NY Mooers V, LLC
33 Irving Place
New York, NY 10003
E-Mail: legal@delawareriversolar.com

Any such notice or communication shall be deemed to have been delivered: (a) if by certified mail, return receipt requested, overnight courier service, or personal delivery, the date of actual delivery to the addressee at the address provided above; or, (b) if by facsimile, upon electronic confirmation of receipt by the receiving facsimile machine.

- (c) Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.
- (d) Severability. If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

- (e) Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.
- (f) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said Party being the drafter.
- (g) Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.
- (h) Choice of Law: Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New York (without regard to its conflict of laws principles). Each of the Parties hereto expressly and irrevocably subjects itself to the jurisdiction of the courts of New York and agrees that suit may be brought only in such courts with respect to any matters arising out of this Agreement.
- (i) Waiver of Jury Trial. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.
- (j) Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to any and all payment obligations, shall remain in effect after termination or expiration hereof.
- (k) Amendments. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- (l) Lessee's Promotional Rights. Subject to Section 11 above, Lessee shall have the right to publish factual information related to the System on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system and other features of the System.
- (m) Removal of Obstructions. With Lessor's consent, not to be unreasonably withheld, Lessee shall have the right, after commencement of the Term of this Agreement (but not before), at its sole expense, to remove obstructions from the Premises, including but not limited to vegetation, which may encroach upon, create a shadowing condition on the solar panels, interfere with or present a hazard to Lessee's use of the System on the Premises; provided that if Lessor does not respond to any such request within twenty (20) business days Lessor consent will be assumed to have been granted. Lessee shall promptly dispose of any materials removed and shall be solely responsible for the costs thereof. This section (m) shall be without limitation to Lessee's rights under Section 8(c) above.
- (n) Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent of this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

- (o) Memorandum of Agreement. Upon request by Lessee, Lessor and Lessee shall prepare, execute and record among the land records of the applicable registry a memorandum of this Agreement noticing the existence of the arrangements between Lessor and Lessee documented by this Agreement in a form as may be required by the applicable registry.
- (p) Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party.
- (i) That this Agreement is unmodified and in full force and effect, if such be the case, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;
 - (ii) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;
 - (iii) The dates to which amounts due have been paid; and
 - (iv) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- (q) No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a Party hereto, other than the Lessor Indemnities, the Lessee Indemnities and any secured parties and Lenders.
- (r) Exhibits. All exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim within the Agreement.
- (s) Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. "pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a photocopy of this Agreement in any court or arbitration proceedings between the Parties.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement on the date first above written.

LESSOR:

Shanna L. Ashline

By: Shanna L. Ashline

Name: Shanna L. Ashline

Title: _____

Larry L. Ashline

By: Larry L. Ashline

Name: Larry L. Ashline

Title: _____

Neil A. Ashline

By: Neil A. Ashline

Name: Neil A. Ashline

Title: _____

Marlene L. Ashline

By: Marlene L. Ashline

Name: Marlene L. Ashline

Title: _____

LESSEE:

NY Mooers V. LLC

By: Peter Dodge

Name: Peter Dodge

Title: SVP

EXHIBIT A

Description of Property

County Route 11
Mooers, NY 12959
Tax ID: 58.-1-7.2

Description of Premises

A portion of the property as depicted in the attached site plan, to be replaced by a legal description upon completion of a survey

