## **PROJECT EVALUATION and COST/BENEFIT ANALYSIS**

(As required by Section 869-A3 of New York General Municipal Law)

# Project Applicant: Omni Navitas Holdings, LLC, GSPP County Route 31, LLC,

## Project #4001-20-11

<u>Project Types and Evaluation Criteria</u>: The Agency, in its discretion, shall evaluate each project type below based on the totality of applicable factors, taking into account the total economic impact, and no one factor may be determinative. In any case where a project may be categorized by more than one type listed below, the evaluative criteria for each applicable project type should be applied to the applicable component of the project.

- 1) Manufacturing/Warehousing/Distribution Projects
- 2) Agricultural/Food Processing Projects
- 3) Adaptive Reuse/Community Development Projects
- 4) Tourism Projects
- 5) Other Retail Projects
- 6) Back Office/Data or Call Center Projects
- 7) Energy Production Projects
- 8) Affordable Housing Projects
- 9) Senior Housing Projects
- 10) Market Rate Housing Projects
- 11) Other Projects

# **Energy Production Projects**

For Energy Production Projects, the Agency should consider the following criteria, as applicable:

- The information provided in the Cost Benefit Analysis;
- The capital investment being made by the applicant;
- The impact, if any, from local labor construction for the project;
- Wage rates (above median wage for area);
- In region purchases (percentage of overall purchases for project)
- Advances renewable energy production/transmission goals;
- How the project advances renewable energy production/transmission goals; and
- The need being met for the municipality and/or region.

Omni Navitas Holdings, LLC, a solar development company, is developing plans for a 2.5 MW-AC solar array to be installed on approximately 17.5 acres of agricultural field located on a tax parcel at 1497 County Route 31, Lisbon, NY 13658, in the Town of Waddington. The total site acreage at the project location (tax parcel IDs: 29.004-2-10.11) is 215.6 acres. This property currently has a land assessed tax value of \$90,000.00, providing approximately \$2,684 in property tax payments.

Activities include the installation of a ground-mounted solar energy system comprised of Tier 1 modules in a fixed tilt setup, equipment pads for transformers, and a gravel access road coming off of Cousin town Road. The system will be installed to maximize production and output, while minimizing the disturbance of any soils. The entirety of the solar system will be installed to grade, with minimal excavation for equipment pads and conductors. At the end of the project life, the solar system will be decommissioned, and the property will be restored to its existing condition.

Omni Navitas Holdings, LLC will participate in the NYSERDA NY-Sun Initiative to provide clean energy to local businesses and residences. The community solar credits generated by the project will be sold to local residents and small businesses at a discount to retail electricity prices, providing a long-term economic impact to subscribers.

Omni Navitas Holdings, LLC, is developing multiple community solar projects across upstate New York.

In addition to revenue provided to local landowners and taxing jurisdictions, there are a number of other benefits provided by community solar project development. Solar projects generate clean renewable energy that feeds the local utility grid. Through monetary crediting, that energy can be shared with customers in the same utility service area, providing direct savings on local utility bills in the form of dollar-value credits.

Projects such as this one support the goals of the New York State Climate Leadership and Community Protection Act (as summarized by the New York State Tug Hill Commission document, "*Planning for Offsite Solar Energy Projects*, February 2020):

The purpose of the Climate Act is to adopt measures to put New York on a path to reduce statewide greenhouse gas emissions by 85% percent by 2050 and net zero emissions in all sectors of the economy, through the development of a scoping plan. The goals of the Climate Act are (1) greenhouse gas emissions reduction, (2) renewable energy development, (3) improved energy efficiency, (4) a clean energy economy, and (5) resilient and distributed energy systems.1

Specifically related to solar energy, the law states that New York will:

- Increase the Renewable Energy Standard to 70% by 2030
- Double the target for distributed solar power to 6 gigawatts by 2025
- Install 3 gigawatts of statewide energy storage capacity by 2030

The above targets do not include utility-scale solar, which is estimated to increase by 5 gigawatts by 2025. For reference, one megawatt (MW) of energy can power approximately 150 homes, conservatively. To produce 1 MW of solar energy, approximately five to seven acres of solar panels are needed. Theoretically, a 4 MW project (i.e. 24 acres of solar panels) could power all the homes in the village of Adams. To meet Climate Act goals, it is estimated that between 34,000 to 68,000 acres of land is needed for solar panels in New York State, or at least 1.7 square miles of solar panels per county if equally distributed among the 62 counties.

Further background information on community-scale solar projects from the same report includes:

For purposes of this paper, community-scale solar includes projects that take advantage of NYSERDA's NY-Sun community solar incentives. To qualify, individual projects must be 5 MW or less but may be grouped together in a series of <=5 MW projects. These projects sell energy to local subscribers, and provide taxing jurisdictions with payments in lieu of taxes (PILOT) agreements in the \$2,000-\$5,500 per MW range. The electricity generated from community solar projects does not count toward meeting the goals of the state's Renewable Energy Standard (RES). A 2 MW community solar project would typically include approximately 10 acres of panels. Local examples of community solar projects would be the proposed Nexamp projects in the towns of Adams (4.6 MW) and LeRay (4.9 MW), where 600-700 National Grid subscribers would be able to subscribe to each array.

Evidence for regional alignment of projects such as the proposed Omni Navitas Holdings facility is found within the *North Country 2019 Progress Report* created by the North Country Regional Economic Development Council, which specifically highlights clean energy development in the Implementation of Key Regional Priorities section of the Report:

# CLEAN ENERGY

Strategy:

Increase renewable energy generation, distribution, storage capacity and clean energy jobs, and reduce community and business costs through energy efficiency improvements.

Forty-four percent of New York State's existing renewable generation capacity is coming from the North Country, supporting about 2,000 direct and indirect jobs. The North Country continues to support the development of various forms of renewable energy to support jobs, advance the clean energy goals of New York, and to reduce energy costs for the region's businesses and residents.

## **COST/BENEFIT ANALYSIS**

(As required by Section 869-A3 of New York General Municipal Law)

Project Applicant: Project Applicant: Omni Navitas Holdings, LLC, GSPP County Route 31, LLC, Project

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#4001-20-11

	Sal	les and Use Tax Exemption		
	a.	Amount of Project Cost Subject to Tax:		\$ N/A
			Sales and Use Tax Rate	8%
	b.	Estimated Exemption:		<b>\$ 0</b>
2.	Mo	ortgage Recording Tax Exemption		
	a.	Projected Amount of Mortgage:		\$ 0
			Mortgage Recording Tax Rate	0.75%
	b.	Estimated Exemption:		<b>\$ 0</b>
<b>)</b> .	Re	al Property Tax Exemption		
•	IXU.		Property Location	Town of
				Waddington
	a.	Investment in Real Property		1,513,000
	b.	Pre-project Assessment		90,000
	c.	Projected Post-project Assessment		* 743,572
	d.	Equalization Rate (for reference only)		91.5%
	e.	Increase in Assessed Value of Property		653,572
	f.	Total Applicable Tax Rates per \$1,000		\$30.91
	g.	Estimated Taxes over PILOT Period	(RPTL 581-a)	459.676
	h.	PILOT Payments over PILOT Period		\$258,160
	i.	Net Exemption Amount	(g – h)	\$201,510
•	Int	erest Exemption [Bond Only]		
	a.	Total Estimated Interest Expense	(Assuming Taxable interest)	
	b.	Total Estimated Interest Expense	(Assuming Tax Exempt Interest)	
	c.	Interest Exemption	(a – b)	N/2
Ū	TA	L ESTIMATED EXEMPTIONS		\$ 201,51

The property has a current assessed value of approximately \$90,000. The base value of the property would not be impacted by the PILOT. Proposed PILOT Payments of \$4,250 per MW would result in payments of \$10,625 to the Town, School, and County in year 1 with 2% escalator for a total 20-year PILOT payments of \$258,160.

\*Post-project value was provided by the applicant using a <u>discounted cashflow model</u>. The project would be subject to NYS RPTL 487 without the proposed IDA PILOT, which would result in no added value to the assessment for 15 years. Proposed PILOT Payments of \$4,250 per MW for the 2.5MW system would result in payments of \$10,625 to the Town, School, and County in year 1 with 2% escalator for a total 20-year PILOT payments of \$258,160.

Due to the unique nature of the proposed project, the proposed PILOT represents a deviation from the standard IDA PILOT as outlined in the St. Lawrence County Industrial Development Agency's Uniform Tax Exemption Policy. Per that Policy, the IDA has sought, and received the consent of the local affected taxing jurisdictions for the proposed PILOT.

## **COST/BENEFIT ANALYSIS**

## (As required by Section 869-A3 of New York General Municipal Law) Project Applicant: Omni Navitas Holdings, LLC, GSPP County Route 31, LLC, Project #4001-20-11

# **Estimated BENEFIT of Agency Assistance**

EMPLOYMENT COMPARISON: Do not include construction jobs relating to the Project.

- Full Time: Permanent employee who works 30 or more hours each week, and does so on a regularly-scheduled basis.
- Part Time Temporary/Seasonal: Any employee who works fewer than 30 hours each week, and does so on an occasional, temporary or as-needed basis.

	(A)	<b>(B)</b>	(C)	(D)	(E)	(F)	(G)
				Number	Number	Number	Total
			Average	of Jobs	of Jobs	of Jobs	New
	Current	Average Annual	Annual Benefit	Created	Created	Created	Jobs
Jobs	Jobs	Wage	Cost	Year 1	Year 2	Year 3	Created
Full Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total	0	n/a	\$				
Part Time				-			
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total	0	n/a	\$				

#### **ESTIMATED OTHER BENEFITS:**

<u>N/A</u>	Sales Tax Revenue (New Product)This project will result in the manufacturing or selling of a new product, and the estimate amount of annual sales taxes that will be generated on retail sales of the new project is .				
<u>N/A</u>	Sales Tax Revenue (Existing Product)	This project will result in increased production or sales of an existing product, and the estimated amount of annual sales tax that will be generated on the retail sales of the increased production is \$			
	Real Property Taxes	The amount of annual real property taxes that will be payable on the project at the end of the PILOT Agreement will be determined based on the assessed value assigned to the project at that time. The base value of the underlying property is expected to have no significant change in value.			
$\square$	Construction Jobs	This project will help generate approximately $20$ construction jobs.			
	Community and Regional Benefit	<ul> <li>Additional revenue to taxing jurisdictions</li> <li>Renewable energy development in support of NYS CLCPA</li> <li>Community Solar Project offering local electric bill savings</li> <li>Aligns with Implementation of Key Regional Priority items highlighted in NCREDC 2019 Progress Report</li> <li>Local purchases of building supplies, concrete, aggregate</li> </ul>			

## ST, LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

#### GSPP COUNTY ROUTE 31, LLC

## UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF FEBRUARY 1, 2021

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED AT 1497 COUNTY ROUTE 31 IN THE TOWN OF WADDINGTON, ST. LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-20-11

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#### UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of February 1, 2021 (the "Uniform Agency Project Agreement") by and between ST, LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 19 Commerce Lane – Suite 1, Canton, New York (the "Agency") and GSPP COUNTY ROUTE 31, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office for the transaction of business located at 1 Landmark Square – Suite 320, Stamford, Connecticut (the "Company");

#### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 358 of the Laws of 1971 of the State, as amended (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2020, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of a leasehold interest in a portion of an approximately 215.6 acre parcel of land located at 1497 County Route 31, Town of Waddington, St. Lawrence County, New York (such portion being referred to hereinafter as the "Land"), (2) the installation on the Land of a 2.5 mW-AC ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (collectively, the "Facility") and (3) the acquisition and installation in and around the Facility of certain items of machinery, equipment, fixtures, furniture and other incidental tangible personal property (the "Equipment") (the Land, Facility and the Equipment being collectively referred to hereinafter as the "Project Facility"), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing.

including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on December 2, 2020 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located; (B) caused notice of the Public Hearing to be published in the <u>Watertown Daily Times</u> on December 4, 2020, being a newspaper of general circulation available to the residents of the Town of Waddington, St. Lawrence County, New York; (C) in accordance with Executive Order 202.1 and the suspension of the Open Meetings Law relating to public hearings pursuant to Executive Order 202.15, each as issued by Governor Cuomo and as supplemented by subsequent Executive Orders issued by Governor Cuomo and all in response to the on-going Coronavirus (COVID-19) health crisis, conducted the Public Hearing on December 16, 2020 at 10:00 o'clock a.m., local time via webinar rather than in person; and (D) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, the Agency subsequently received a letter from the Company dated February 4, 2021 (the "Notification") pursuant to which the Company notified the Agency that the actual acreage on which the Project will be located will occupy 17.063 acres of the Land and not 41.7 acres as originally set forth in the Application; and

WHEREAS, pursuant to Section 859-a of the Act, as the Notification will not result in additional financial assistance of more than \$100,000 to the Project, a public hearing held with respect to the Notification is not required; and

WHEREAS, the Company requested a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy") in the form of a payment-in-lieu of tax agreement with a term of 20 years (the "Deviation"), which Deviation (A) exceeds the Agency's standard 10 year period of abatement under the Policy and (B) required the consent of the Town of Waddington (the "Town") and the Madrid-Waddington Central School District (the "School District") under the Policy prior to the approval of the Deviation by the Agency; and

WHEREAS, by resolutions adopted on November 17, 2020 and November 2, 2020, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by further resolution adopted by the members of the Agency on December 18, 2020 (the "Approving Resolution"), the Agency (A) (i) concurred in the determination that the Town of Waddington Planning Board (the "Planning Board") is the "lead agency" with respect to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA") and (ii) acknowledged receipt of a negative declaration from the Planning Board dated June 4, 2020 (the "Negative Declaration"), in which the Planning Board determined that the Project will not have a "significant effect on the environment" pursuant to SEQRA and therefore, that an environmental impact statement is not required to be prepared with respect to the Project (as such quoted terms are defined in SEQRA), (B) approved the Deviation and (C) determined to grant the Financial Assistance and to enter into the lease agreement dated as of February 1, 2021 (the "Lease Agreement") by and between the

Agency and the Company, and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of February 1, 2021 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (B) the Company and the Agency will execute and deliver a certain payment in lieu of tax agreement dated as of February 1, 2021 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (C) the Agency and the Company will execute and deliver this Uniform Agency Project Agreement relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

#### ARTICLE I

#### DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

"Application" means the application submitted by the Company to the Agency in May, 2020 with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

"Basic Documents" shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

"Completion Date" means the earlier to occur of (A) December 31, 2021 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

"Contract Employee" means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company's payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company's payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

"Equipment" shall have the meaning set forth in the Lease Agreement.

"Facility" shall have the meaning set forth in the Lease Agreement.

"Financial Assistance" means exemptions from certain real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

"Full Time Equivalent Employee" means (A) a full-time, permanent, private-sector employee on the Company's payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company's payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

For purposes of this Project Benefits Agreement and satisfaction of the Employment Levels (as defined herein), the total number of Full Time Equivalent Employees will be calculated as follows: (1) using the definition of Full Time Equivalent Employee immediately above, determine the number of Full Time Equivalent Employees working at the Project Facility, (2) determine the total hours worked by such

Full Time Equivalent Employees (including overtime hours), and (3) divide the total amount of hours worked by the Full Time Equivalent Employees by 35.

By way of example, if the Company employees 65 Full Time Equivalent Employees at the Project Facility, each of the Full Time Equivalent Employees works 40 regular hours per week, and total overtime in a given week is equal to 50 hours, the equation referenced in the paragraph above would be calculated as follows:

65 (FTE) x 40 (Regular Hours) = 2600 + 50 (Overtime Hours) = 2650 (Hours) 2650 (Hours) / 35 = 74.29 (FTE)

"Land" means an approximately 17.063 acre portion of an approximately 215.6 acre parcel of land located at 1497 County Route 31 in the Town of Waddington, St. Lawrence County, New York.

"Lease Agreement" means the lease agreement dated as of February 1, 2021 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Payment in Lieu of Tax Agreement" means the payment in lieu of tax agreement dated as of February 1, 2021 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"Project" shall have the meaning set forth in the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility, and the Equipment.

"Recapture Events" shall mean the following:

(1) failure to complete the acquisition, construction, and installation of the Project Facility;

(2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application;

(3) liquidation of substantially all of the Company's operating assets and/or cessation of substantially all of the Company's operations;

(4) relocation of all or substantially all of Company's operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;

(5) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;

(6) sublease of all or part of the Project Facility in violation of the Basic Documents;

(7) a change in the use of the Project Facility, other than as a solar energy generating facility and other directly and indirectly related uses; or

(8) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 90% of the Total Project Costs as set forth in the Application.

"Recapture Period" means the approximate twenty (20) year period ending on December 31, 2041.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

#### ARTICLE II

## REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) <u>Power</u>. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) <u>Authorization</u>. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) <u>Conflicts</u>. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) <u>Power</u>. The Company is limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) <u>Authorization</u>. The Company is authorized and has the power under its Articles of Organization, operating agreement and the laws of the New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) <u>Conflicts</u>. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions

contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) <u>Governmental Consent</u>. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

#### ARTICLE III

#### COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) <u>Financial Assistance</u>. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

(1) a real property tax exemption (estimated): \$201,516

(B) <u>Description of Project and Public Purpose of Granting Financial Assistance to the</u> <u>Project.</u> In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (a) the acquisition of an interest in an approximately 17.063 acre portion of an approximately 215.6 acre parcel of land located at 1497 County Route 31 (being a portion of Tax Map No. 29.004-2-10.11) in the Town of Waddington, St. Lawrence County, New York (the "Land"), (b) the construction on the Land of a solar energy system (collectively, the "Facility") and (c) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment") (the Land, the Facility, and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to constitute a solar farm and other directly and indirectly related activities.

(2) That the Project will furnish the following benefits to the residents of St. Lawrence County, New York (the "Public Benefits"): as described in the Application.

(C) <u>Payment in Lieu of Tax Agreement</u>. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes the fixed amount of payments in lieu of taxes to be made.

(D) <u>Contingent Nature of the Financial Assistance</u>. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) <u>Filing – Closing Date</u>. To file with the Agency, prior to the Closing Date, an employment plan, based on the employment projections contained in the Application, regarding the number of people expected to be employed at the Project Facility and certain other matters, in substantially the form attached as Exhibit G to the Lease Agreement.

(B) <u>Filing – Annual</u>. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual status report (the "Annual Status Report," in substantially the form attached hereto as Schedule E and attached as Exhibit H to the Lease Agreement).

(C) <u>Employment Listing</u>. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) <u>Employment Consideration</u>. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) <u>Employment Level</u>. (1) Pursuant to the Application, there will be no full-time equivalent employees at the Project Facility.

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the "Quarterly Report," a copy of which is attached hereto as Schedule A and, together with the Annual Status Report described in Section 3.02(B) above, being collectively referred to as the "Employment Affidavits") or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(3) For purposes of determining the number of Full Time Equivalent Employees, (i) no more than ten percent (10%) of such Full Time Equivalent Employees may consist of Contract Employees, and (ii) up to ten percent (10%) of such Full Time Equivalent Employees may be employed off site in other facilities located in St. Lawrence County, New York.

(F) <u>Non-Discrimination</u>. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

#### ARTICLE IV

#### EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Uniform Agency Project Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an "Event of Default" under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (the conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) <u>General</u>. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the "Project Financial Assistance"), all in accordance with the terms of this Section 4.03. The Company

hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) <u>Project Financial Assistance to be Recaptured</u>. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(2) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) <u>Amount of Project Financial Assistance to be Recaptured</u>. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

Year	Amount of Recapture				
2021	100% of the Project Financial Assistance				
2022	100% of the Project Financial Assistance				
2023	95% of the Project Financial Assistance				
2024	90% of the Project Financial Assistance				
2025	85% of the Project Financial Assistance				
2026	80% of the Project Financial Assistance				
2027	75% of the Project Financial Assistance				
2028	70% of the Project Financial Assistance				
2029	65% of the Project Financial Assistance				
2030	60% of the Project Financial Assistance				
2031	55% of the Project Financial Assistance				
2032	50% of the Project Financial Assistance				
2033	45% of the Project Financial Assistance				
2034	40% of the Project Financial Assistance				
2035	35% of the Project Financial Assistance				
2036	30% of the Project Financial Assistance				
2037	25% of the Project Financial Assistance				
2038	20% of the Project Financial Assistance				
2039	15% of the Project Financial Assistance				
2040	10% of the Project Financial Assistance				
2041	5% of the Project Financial Assistance				
2042 and thereafter	0% of the Project Financial Assistance				

(D) <u>Redistribution of Project Financial Assistance to be Recaptured</u>. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) <u>Survival of Obligations</u>. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Policy Respecting Recapture of Project Benefits" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) <u>One Month</u>. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) <u>Thereafter</u>. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Uniform Agency Project Agreement or now or hereafter existing at law or in equity or by statute.

(B) <u>Delay</u>. No delay or omission in exercising any right or power accruing upon the occurrence of a Recapture Event or an Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) <u>Notice Not Required</u>. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) <u>No Waiver</u>. In the event any provision contained in this Uniform Agency Project Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release, or modification of this Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

#### ARTICLE V

#### MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2041.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) <u>General</u>. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) <u>Addresses</u>. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

GSPP County Route 31, LLC 1 Landmark Square – Suite 320 Stamford, Connecticut 06905 Attention: Project Manager

WITH A COPY TO:

Green Power Partners, LLC 1830 East Park Avenue – Suite 201 Tallahassee, Florida 32301 Attention: Debi Galler, Esq., General Counsel

#### IF TO THE AGENCY:

St. Lawrence County Industrial Development Agency 19 Commerce Lane – Suite 1 Canton, New York 13617 Attention: Chief Executive Officer

WITH A COPY TO:

Hodgson Russ LLP 677 Broadway, Suite 301 Albany, New York 12207 Attention: Christopher C. Canada, Esq.

(C) <u>Change of Address</u>. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Uniform Agency Project Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

## ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY



**GSPP COUNTY ROUTE 31, LLC** BY: GSPP Holdco, LLC, its Manager

BY: \_\_\_\_\_\_Authorized Officer

#### SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

> **GSPP COUNTY ROUTE 31, LLC** BY: GSPP Holdco, LLC, its Manager

BY:\_

Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:\_\_\_\_\_

Authorized Officer

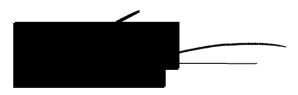
GSPP COUNTY ROUTE 31, LLC BY: GSPP Holdco, LLC, its Manager



#### SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

## GSPP COUNTY ROUTE 31, LLC BY: GSPP Holdco, LLC, its Manager



#### STATE OF NEW YORK

) ss.:

)

## COUNTY OF ST. LAWRENCE

On the  $24^{-1}$  day of February, in the year 2021, before me, the undersigned, personally appeared PATRICK J. KELLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Lori A. Sibley Notary Public. State of New York No. d Qualified in St. Lawrence County Commission Expires September 30, 202

# STATE OF CONNECTICUT ) )ss: COUNTY OF FAIRFIELD )

On the  $23^{d}$  day of February, in the year 2021, before me, the undersigned, personally appeared SCOTT KERNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STEPHANIE S. SANTANA NOTARY PUBLIC OF CONNECTICUT Comm. # My Commission Expires 9/30/2022

# SCHEDULE A

# NYS-45 QUARTERLY REPORT

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#### Part D - Form NYS-1 corrections/additions

Use Part D only for corrections/additions for the quarter being reported in Part B of this return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete only columns c and d. Lines 12 through 15 on the front of this return must reflect these corrections/additions.

a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Originai total withheld reported on Form NYS-1, line 4	c Correct last payroli date (mmdd)	d Correct total withheld		
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#### Part E - Change of business information

22. This line is not in use for this quarter.

23. If you permanently ceased paying wages, enter the date (mmddyy) of the final payroli (see Note below)

- 24. If you sold or transferred all or part of your business:
  - Mark an X to indicate whether in whole or in part
  - Enter the date of transfer (mmddyy) ......

· Complete the information below about the acquiring entity

Legal name	· · · · · · · · · · · · · · · · · · ·		 E	EIN	
Address		····	 		

Note: For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's			Date	Preparer's NYTPRIN	Preparer's SSN o	Preparer's SSN or PTIN		NYTPRIN excl. code	
use	Preparer's firm name (or yours, if self-employed)	Address		F	Firm's EIN	Te (	lephone number		
Payroll service's name			service's FIN	allahardan, oleji si veji e 900 ja na					

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment. Enter your withholding ID number on your remittance. Make remittance payable to NYS Employment Contributions and Taxes.

- Enter your telephone number in boxes below your signature.
  See Need help? on Form NYS-45-I if you need forms or assistance.

Mail to:

NYS EMPLOYMENT CONTRIBUTIONS AND TAXES PO BOX 4119 BINGHAMTON NY 13902-4119

NYS-45 (1/19) (back)

#### SCHEDULE B

#### POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to outline the procedures utilized by St. Lawrence County Industrial Development Agency (the "Agency") to review compliance with the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting.

(B) The Agency was created pursuant to Section 895-f of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of the County and the State of New York (the "State"). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity and economic welfare of the residents of St. Lawrence County, New York (the "County") and of the State.

(C) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or project operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or project operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or project operator shall during such calendar year.

(D) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the "Reform Legislation"), requires each industrial development agency to develop policies (1) for the suspension, discontinuance, or modification of financial assistance provided for a project, (2) for the recapture of all or part of the financial assistance provided for a project, and (3) to annually monitor the progress of projects with respect to investment and job creation/retention goals.

(E) The Agency has been advised that a number of other industrial development agencies have adopted policies pursuant to the Reform Legislation that (1) contain provisions allowing the industrial development agency to recapture certain financial benefits provided by said agency to a project applicant if said project applicant does not fulfill certain job creation promises contained in its application or fails to fulfill certain other promises made to said agency and (2) allow said agency to take into account exigent circumstances in deciding whether to exercise these provisions respecting the recapture of said financial benefits.

(F) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to a lease agreement or installment sale agreement between the Agency

and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2. REQUIREMENTS FOR APPLICANTS. (A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements and will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(2) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

(3) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entitles for new employment opportunities created as a result of the Project.

(4) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(5) Within sixty (60) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(6) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(7) The applicant agrees to file with the Agency, no later than sixty (60) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the County, the Project Agreements will require that each Agency project operator agree that, annually, within 30 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency project operator will complete and file with the Agency an annual report (the "Operator Annual Report") describing the status of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; and status of bond financing related to the project.

SECTION 3. ENFORCEMENT.(A) The Agency will use the information contained in the Operator Annual Report, as well as site visits and follow ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area, the project will be further reviewed. Examples of situations that will trigger review and/or action by the Agency include:

(1) If the project operator shifts production activity to a facility outside of the County and, as a result, fails to achieve the economic benefits projected.

(2) If the project operator moves all operations outside the County, neglects to move operations to the County, or the project does not otherwise conform to the project described in the Project Agreements.

(3) If a significant shortfalls in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business.

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information.

(5) Sale or closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the project operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the project operator did all that it could to meet its obligations as outlined in the application and the Project Agreements. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

(D) The board members of the Agency will determine on a case by case basis whether a hearing is appropriate to allow a project operator to be heard on the issue regarding said project operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to take undertake any enforcement action available to the Agency under the Agency Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Project Agreements may include, but shall not be limited to, the following:

- (1) Requesting cure of the deficiency by a final notice letter.
- (2) Forwarding an event of default notice under the Project Agreements.

(3) Notifying appropriate New York State agencies of the project operator's failure to comply with such requirements.

(4) Terminating any or all of the Project Agreements early.

- (5) Reducing the value of financial assistance moving forward.
- (6) Terminating any future financial assistance.

(7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part, with interest.

(G) The Agency also reserves the right to waive the imposition of these recapture provisions.

SECTION 4. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy, including but not limited to any Project Agreement signed or amended after such date.

# SCHEDULE C

# COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

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## ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GSPP COUNTY ROUTE 31, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF FEBRUARY 1, 2021

RELATING TO THE PREMISES LOCATED AT 1497 COUNTY ROUTE 31 IN THE TOWN OF WADDINGTON, ST. LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-20-11

PERTAINS ONLY TO TAX ID# 29.00402019.11/1

AFFECTED TAX JURISDICTIONS:

ST. LAWRENCE COUNTY TOWN OF WADDINGTON MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT

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#### PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of February 1, 2021 (the "Payment in Lieu of Tax Agreement") by and between ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 19 Commerce Lane – Suite 1, Canton, New York (the "Agency"), and GSPP COUNTY ROUTE 31, LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1 Landmark Square – Suite 320, Stamford, Connecticut (the "Company");

#### WITNESETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 358 of the Laws of 1971 of the State, as amended (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in May, 2020, the Company presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) ) (1) the acquisition of a leasehold interest in a portion of an approximately 215.6 acre parcel of land located at 1497 County Route 31, Town of Waddington, St. Lawrence County, New York (such portion being referred to hereinafter as the "Land"), (2) the installation on the Land of a 2.5 mW-AC ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (collectively, the "Facility") and (3) the acquisition and installation in and around the Facility of certain items of machinery, equipment, fixtures, furniture and other incidental tangible personal property (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to hereinafter as the "Project Facility"), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the

"Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on December 2, 2020 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located; (B) caused notice of the Public Hearing to be published in the <u>Watertown Daily Times</u> on December 4, 2020, being a newspaper of general circulation available to the residents of the Town of Waddington, St. Lawrence County, New York; (C) in accordance with Executive Order 202.1 and the suspension of the Open Meetings Law relating to public hearings pursuant to Executive Order 202.15, each as issued by Governor Cuomo and as supplemented by subsequent Executive Orders issued by Governor Cuomo and all in response to the on-going Coronavirus (COVID-19) health crisis, conducted the Public Hearing on December 16, 2020 at 10:00 o'clock a.m., local time via webinar rather than in person; and (D) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, the Agency subsequently received a letter from the Company dated February 4, 2021 (the "Notification") pursuant to which the Company notified the Agency that the actual acreage on which the Project will be located will occupy 17.063 acres of the Land and not 41.7 acres as originally set forth in the Application; and

WHEREAS, pursuant to Section 859-a of the Act, as the Notification will not result in additional financial assistance of more than \$100,000 to the Project, a public hearing held with respect to the Notification is not required; and

WHEREAS, as used in this Payment in Lieu of Tax Agreement, the "Land" refers solely to the 17.063 acre portion of the overall 215.6 acre parcel of land and the improvements to be made thereon, which the Agency holds a leasehold interest in pursuant to the Lease to Agency (as defined herein) for purposes of obtaining a real property tax exemption with respect to the Project Facility; and

WHEREAS, the Land has been assigned Tax ID Number 29.00402019.11/1 and is further described in Exhibit A attached hereto; and

WHEREAS, the underlying land and existing structures comprising the overall 215.6 acre parcel shall be unaffected by and <u>not</u> subject to the terms of this Payment in Lieu of Tax Agreement; and

WHEREAS, the Company requested a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy") in the form of a payment-in-lieu of tax agreement with a term of 20 years (the "Deviation"), which Deviation (A) exceeds the Agency's standard 10 year period of abatement under the Policy and (B) required the consent of the Town of Waddington (the "Town") and the Madrid-Waddington Central School District (the "School District") under the Policy prior to the approval of the Deviation by the Agency; and

WHEREAS, by resolutions adopted on November 17, 2020 and November 2, 2020, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by further resolution adopted by the members of the Agency on December 18, 2020 (the "Approving Resolution"), the Agency (A) (i) concurred in the determination that the Town of

Waddington Planning Board (the "Planning Board") is the "lead agency" with respect to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEORA") and (ii) acknowledged receipt of a negative declaration from the Planning Board dated June 4, 2020 (the "Negative Declaration"), in which the Planning Board determined that the Project will not have a "significant effect on the environment" pursuant to SEQRA and therefore, that an environmental impact statement is not required to be prepared with respect to the Project (as such quoted terms are defined in SEQRA), (B) approved the Deviation and (C) determined to grant the Financial Assistance and to enter into the lease agreement dated as of February 1, 2021 (the "Lease Agreement") by and between the Agency and the Company, and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of February 1, 2021 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (B) the Company and the Agency will execute and deliver a certain payment in lieu of tax agreement dated as of February 1, 2021 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility: (C) the Agency and the Company will execute and deliver this Uniform Agency Project Agreement relating to the terms of the granting by the Agency of the Financial Assistance to the Company; and (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and this Payment in Lieu of Tax Agreement; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this Payment in Lieu of Tax Agreement in order to make provisions for the payment of PILOT Payments (as defined herein) by the Company to the Agency for the benefit of the County of St. Lawrence (the "County"), the Town of Morristown (the "Town") and the Morristown Central School District (the "School District" and together with the County and the Town, the "Affected Tax Jurisdictions"); and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

#### ARTICLE I

#### REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) <u>Power</u>. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) <u>Authorization</u>. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) <u>Conflicts</u>. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) <u>Power</u>. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) <u>Authorization</u>. The Company is authorized and has the power under its Articles of Organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) <u>Conflicts</u>. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) <u>Governmental Consent</u>. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

#### ARTICLE II

#### COVENANTS AND AGREEMENTS

SECTION 2.01. PAYMENTS IN LIEU OF TAXES. (A) General. Subject to the completion and filing by the taxable status date (March 1, 2021) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Project Facility shall be exempt from Real Estate Taxes commencing with the 2021 final roll which will be effective for the tax year 2022. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Affected Tax Jurisdictions. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. The Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a "project" under the Act; (ii) neither the Project Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors by the Taxable Status Date.

(B) Payee and Method/Form of Payment. As long as the Facility is owned or leased by the Agency and leased by the Company from the Agency, or under the Agency's jurisdiction, control or supervision, the Company agrees to pay, no later than January 31 of each year, to the Agency payments in lieu of taxes (each a "PILOT Payment" and collectively the "PILOT Payments") as each becomes due for the applicable Affected Taxing Jurisdictions' taxes, commencing on the Closing Date, and continuing through the termination of this Payment in Lieu of Tax Agreement. The Agency shall send a bill to the Company each year in an amount equal to the relevant PILOT Payment, which is outlined in <u>Schedule A</u> attached hereto. Failure of the Agency to bill a PILOT Payment, or any other payment, shall not, under any circumstances, alleviate the Company's requirement to make such payment under this Agreement when due. The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. All payments by the Company hereunder shall be paid to the Agency in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

(C) <u>Valuation of Future Additions to the Project Facility</u>. If there shall be a future addition to the Project Facility constructed or added in any manner after the date of this Payment in Lieu of Tax Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Project Facility, the Company shall become liable for payment of an increase in the PILOT Payments. The Agency shall notify the Company of any proposed increase in the PILOT Payments related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction.

Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased PILOT payment until a different PILOT Payment shall be established. If a lesser PILOT Payment is determined in any proceeding or by subsequent agreement of the parties, the PILOT Payment shall be recomputed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT Payment(s).

(D) <u>Special Assessments</u>. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

(E) <u>Statements</u>. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affect Tax Jurisdiction a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Affected Tax Jurisdictions responsible for preparing the tax rolls for said Affected Tax Jurisdictions. The Agency shall submit to the Company periodic statements specifying the amount and due date or dates of the payments due each Affected Tax Jurisdiction hereunder, such periodic statements to be submitted to the Company by the Agency at approximately the times that tax bills are mailed by the Agency.

(F) <u>Termination of the Lease Agreement</u>. As provided in Section 12.8 of the Lease Agreement, the Company acknowledges that termination of the term of the Lease Agreement, either pursuant to the terms of Section 5.2, Article X or Article XI of the Lease Agreement, shall not relieve the Company of its obligation to make the PILOT Payments due pursuant to Section 2.01(B) of this Payment in Lieu of Tax Agreement prior to the payment in full of all such PILOT Payments and all other amounts due and payable pursuant to this Payment in Lieu of Tax Agreement.

SECTION 2.02. LATE PAYMENTS. (A) <u>First Month</u>. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) <u>Thereafter</u>. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 2.03. ASSESSMENT CHALLENGES. The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Project Facility, with respect to any proposed assessment or change in assessment with respect to the Project Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of

which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Project Facility.

SECTION 2.04. DECOMMISSIONING OF PROJECT FACILITY. (A) <u>Local Decommissioning Law</u>. Pursuant to the Development Code (the "Town Code") of the Town of Waddington, St. Lawrence County, New York (the "Town"), the owner or operator of a Large Scale Solar Energy System (as defined in the Town Code) located in the Town is required to post a security in an amount equal to 125% of the project costs of removal of the Solar Energy System and restoration of the property with an escalator of 2% annually for the life of the Solar System. The relevant portion of the Town Code is attached hereto as <u>Exhibit B-1</u>.

(B) <u>Decommissioning Plan</u>. In connection with the Project, the Company prepared a decommissioning plan relating to the Project Facility (the "Project Facility") which describes the process for decommissioning the Project Facility in accordance with the Town Code. A copy of the Decommissioning Plan is attached hereto as <u>Exhibit B-2</u>.

(C) Surety. In accordance with the Town Code, Green Street Power Partners, LLC, on behalf of the Company and as acknowledged and accepted by the Supervisor of the Town on February 9, 2021, obtained a decommissioning bond for the Project Facility in the amount of \$125,000 from Philadelphia Indemnity Insurance Company for the term beginning on January 27, 2021 and ending on January 27, 2022. Pursuant to the Town Code and for so long as the Project Facility is located in the Town, the Company, or another entity on its behalf, shall be required to (i) maintain a surety (whether a surety bond or letter of credit) in the amount required by the Town Code, with such amount in any given year being based on the year of life of the Large Scale Solar System as it relates to the 2% annual escalator required therein and (ii) to provide evidence to the Agency of obtaining such surety on an annual basis until decommissioning of the Project Facility has been completed; provided, however, that the failure of the Company to provide the Agency such evidence shall not constitute an Event of Default under and as defined in this Payment in Lieu of Tax Agreement.

### ARTICLE III

#### LIMITED OBLIGATION

NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. SECTION 3.01. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against. every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) <u>Limited Obligation</u>. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or St. Lawrence County, New York, and neither the State of New York nor St. Lawrence County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) <u>Further Limitation</u>. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

#### ARTICLE IV

#### EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) <u>General</u>. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Affected Tax Jurisdiction, then with respect to such Event of Default such Affected Tax Jurisdiction) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) <u>Cross-Default</u>. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) <u>Separate Suits</u>. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) <u>Venue</u>. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Affected Tax Jurisdiction should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Affected Tax Jurisdiction, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the Agency or any Affected Tax Jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) <u>Delay</u>. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) <u>Notice Not Required</u>. In order to entitle the Agency or any Affected Tax Jurisdiction to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) <u>No Waiver</u>. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

#### ARTICLE V

#### MISCELLANEOUS

SECTION 5.01. TERM. (A) <u>General</u>. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2041 or (2) the date on which the Lease Agreement and the other Basic Documents are terminated and the Facility is reconveyed by the Agency to the Company pursuant to Article X of the Lease Agreement.

(B) Extended Term. In the event that the Project Facility is transferred from the Agency to the Company and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Article 2 herein, or this Payment in Lieu of Tax Agreement terminates and the Project Facility is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Project Facility if the Project Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

SECTION 5.02. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.03. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.04. NOTICES. (A) <u>General</u>. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) <u>Notices Given by Affected Tax Jurisdictions</u>. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by an Affected Tax Jurisdiction under Article II hereof shall be sufficiently given and shall be deemed given when given by the Affected Tax Jurisdiction in the same manner in which similar notices are given to owners of taxable properties by such Affected Tax Jurisdiction.

(C) <u>Addresses</u>. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

#### IF TO THE COMPANY:

GSPP County Route 31, LLC 1 Landmark Square – Suite 320 Stamford, Connecticut 06905 Attention: Project Manager

## WITH A COPY TO:

Green Power Partners, LLC 1830 East Park Avenue – Suite 201 Tallahassee, Florida 32301 Attention: Debi Galler, Esq., General Counsel

## IF TO THE AGENCY:

St. Lawrence County Industrial Development Agency 19 Commerce Lane – Suite 1 Canton, New York 13617 Attention: Chief Executive Officer

WITH A COPY TO:

Hodgson Russ LLP 677 Broadway, Suite 301 Albany, New York 12207 Attention: Christopher C. Canada, Esq.

(D) <u>Copies</u>. A copy of any notice given hereunder by the Company which affects in any way an Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

(E) <u>Change of Address</u>. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.05. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Affected Tax Jurisdictions.

SECTION 5.06. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.07. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.08. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ST. LAWRENCE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



GSPP COUNTY ROUTE 31, LLC BY: GSPP Holdco, LLC, its Manager

BY:\_\_\_\_\_

Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:\_\_\_\_\_Authorized Officer

GSPP COUNTY ROUTE 31, LLC BY: GSPP Holdco, LLC, its Manager

BY:

#### STATE OF NEW YORK

)ss:

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)

#### COUNTY OF ST. LAWRENCE

On the  $\cancel{19}^{\text{fu}}_{\text{day}}$  of February, in the year 2021, before me, the undersigned, personally appeared PATRICK J. KELLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Lori A. Sibley Notary Public, <u>State of</u> No. 015 Qualified in St. Lawrence County Commission Expires September 30, 202/

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# STATE OF CONNECTICUT ) )ss: COUNTY OF FAIRFIELD )

On the <u>23</u><sup>4</sup> day of February, in the year 2021, before me, the undersigned, personally appeared SCOTT KERNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STEPHANIE S. SANTANA NOTARY PUBLIC OF CONNECTICUT Comm. # My Commission Expires 9/30/2022

## EXHIBIT A

#### DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of February 1, 2021 (the "Lease to Agency") between GSPP County Route 31, LLC (the "Company"), as landlord, and St. Lawrence County Industrial Development Agency (the "Agency"), as tenant, in an approximately 17.063 acre portion of an approximately 215.6 acre parcel of land (such portion being referred to hereinafter as the "Land") located at 1497 County Route 31 in the Town of Waddington, St. Lawrence County, New York, said Land being more particularly described below), together with any improvements now or hereafter located on the Land (the Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN MILE SQUARE 16 AND 26, TOWN OF WADDINGTON, COUNTY OF ST. LAWRENCE, STATE OF NEW YORK AND BEING TAX PARCEL NO. 29.004-2-10.11 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY HIGHWAY BOUNDARY OF MADRID-CHIPMAN ROAD (CR 31) (66' WIDE) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-10.11) ON THE EAST AND LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-13.22) ON THE WEST; THENCE SOUTH 79"29'41" WEST ALONG THE SOUTHERLY HIGHWAY BOUNDARY OF MADRID-CHIPMAN ROAD (CR 31) (66' WIDE), A DISTANCE OF 18.51 FEET TO A POINT; THENCE THROUGH THE LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-13.22) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 15° 08' 02" EAST, A DISTANCE OF 14.78 FEET TO A POINT; THENCE

2) SOUTH 32° 19' 47" EAST, A DISTANCE OF 335.62 FEET TO THE POINT OF BEGINNING, BEING ON THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-13.22) ON THE NORTHWEST AND LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-10.11) ON THE SOUTHEAST; THENCE

3) CONTINUING THROUGH THE LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-10.11) THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:

SOUTH 32° 19' 47 EAST, A DISTANCE OF 697.89 FEET TO A POINT: THENCE 1. SOUTH 77° 19' 43 EAST, A DISTANCE OF 35.35 FEET TO A POINT; THENCE 2. NORTH 57° 40' 22 EAST, A DISTANCE OF 35.01 FEET TO A POINT; THENCE 3. SOUTH 32° 19' 38 EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE 4. SOUTH 57° 40' 22 WEST, A DISTANCE OF 35.00 FEET TO A POINT; THENCE 5. SOUTH 00° 02' 31 EAST, A DISTANCE OF 37.17 FEET TO A POINT: THENCE 6. SOUTH 29° 32' 52 EAST, A DISTANCE OF 49.54 FEET TO A POINT: THENCE 7. SOUTH 32° 16' 51 EAST, A DISTANCE OF 130.94 FEET TO A POINT; THENCE 8. SOUTH 57° 48' 18 WEST, A DISTANCE OF 23.90 FEET TO A POINT: THENCE 9. 10. SOUTH 32°11' 34 EAST, A DISTANCE OF 380.28 FEET TO A POINT; THENCE SOUTH 30° 45' 54 EAST, A DISTANCE OF 51.42 FEET TO A POINT; THENCE 11. SOUTH 29° 46' 33 EAST, A DISTANCE OF 48.56 FEET TO A POINT; THENCE 12. SOUTH 20° 29' 26 EAST, A DISTANCE OF 52.06 FEET TO A POINT; THENCE 13.

SOUTH 00° 00' 00 EAST, A DISTANCE OF 182.03 FEET TO A POINT: THENCE 14. SOUTH 25° 18' 25 WEST, A DISTANCE OF 104.24 FEET TO A POINT; THENCE 15. SOUTH 26° 51' 28 WEST, A DISTANCE OF 49.39 FEET TO A POINT: THENCE 16. SOUTH 38° 44' 29 WEST, A DISTANCE OF 63.97 FEET TO A POINT; THENCE 17. SOUTH 82° 17' 01 WEST, A DISTANCE OF 79.54 FEET TO A POINT; THENCE 18. SOUTH 86° 58' 46 WEST, A DISTANCE OF 83.10 FEET TO A POINT: THENCE 19. SOUTH 29° 03' 34 WEST, A DISTANCE OF 119.77 FEET TO A POINT: THENCE 20. 21. SOUTH 63° 27' 44 WEST, A DISTANCE OF 8.18 FEET TO A POINT: THENCE NORTH 87° 58' 39 WEST, A DISTANCE OF 13.99 FEET TO A POINT: THENCE 22. 23. NORTH 78° 43' 31 WEST, A DISTANCE OF 114.83 FEET TO A POINT; THENCE NORTH 34° 06' 19 WEST, A DISTANCE OF 44.30 FEET TO A POINT: THENCE 24. NORTH 35° 51' 17 WEST, A DISTANCE OF 220.73 FEET TO A POINT: THENCE 25. NORTH 31° 33' 32 WEST. A DISTANCE OF 167.01 FEET TO A POINT: THENCE 26. NORTH 16° 17' 20 WEST, A DISTANCE OF 153.06 FEET TO A POINT; THENCE 27. NORTH 34° 14' 01 WEST, A DISTANCE OF 75.23 FEET TO A POINT; THENCE 28. NORTH 25° 46' 32 WEST, A DISTANCE OF 148.44 FEET TO A POINT; THENCE 29. NORTH 34° 14' 03 WEST, A DISTANCE OF 75.20 FEET TO A POINT: THENCE 30. NORTH 35° 38' 32 WEST, A DISTANCE OF 78.48 FEET TO A POINT: THENCE 31. NORTH 00° 00' 00 EAST, A DISTANCE OF 189.09 FEET TO A POINT: THENCE 32. 33. NORTH 57° 40' 49 EAST, A DISTANCE OF 363.01 FEET TO A POINT: THENCE NORTH 90° 00' 00 EAST, A DISTANCE OF 185.06 FEET TO A POINT; THENCE 34. NORTH 32° 19' 48 WEST, A DISTANCE OF 621.79 FEET TO A POINT ON THE 35. DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-10.11) ON THE SOUTHEAST AND LANDS NOW OR FORMERLY OF ROBERT J. ZUFALL AND LINDA M. ZUFALL (TAX NO. 29.004-2-13.22) ON THE NORTHWEST;

THENCE NORTH 58° 31' 48" EAST ALONG SAID DIVISION LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, BEING 17.063 ACRES MORE OR LESS.

# EXHIBIT B-1

# EXCERPT OF TOWN CODE

## See attached.

024246.00009 Business 20655535v8

B-1-1

The Development Code of the Town of Waddington is amended to add the following section:

#### Solar Energy Regulations

Solar Energy Facilities

#### A. PURPOSE

1. This Article aims to promote the accommodation of solar energy systems and equipment and the provision for adequate sunlight and convenience of access necessary therefore, and to balance the potential impact on neighbors when solar collectors may be installed near their property while preserving the rights of property owners to install solar energy systems without excess regulation. In particular, this regulation is intended to apply to free standing; ground mounted or pole mounted solar energy system installations based upon certain placement. This regulation is not intended to override agricultural exemptions that are currently in place.

#### **B: DEFINITIONS**

ALTERNATIVE ENERGY SYSTEMS: Structures, equipment, devices or construction techniques used for the production of heat, light, cooling, electricity or other forms of energy on site and may be attached to or separate from the principal structure.

BUILDING-INTERGRATED PHOTOVOLTAIC (BIPV): The incorporation of photovoltaic (PV) material into a building's envelope. Technologies include PV shingles or tiles, PV laminates, and PV glass. Examples of placement include vertical facades, semi-transparent skylights, awnings, fixed awnings, and roofs.

COLLECTIVE SOLAR: Installations of Solar Energy Systems that are owned collectively or leased through a homeowner's association, community or municipal system, "adopt-asolar-panel" programs, or other similar arrangements.

GLARE: A continuous source of excessive brightness, relative to diffused lighting. This is not a direct reflection of the sun, but rather a reflection of the bright sky around the sun. Glare is significantly less intense than glint.

GLINT: A momentary flash of light that may be produced as a direct reflection of the sun on a solar collection system.

GROUND-MOUNTED SYSTEM: A solar energy system that is anchored to the ground and attached to a pole or similar mounting system, detached from any other structure.

MAJOR SOLAR COLLECTION SYSTEM or SOLAR FARM: An area of land or other area used for a solar collection system principally used to capture solar energy and convert it to electrical energy to transfer to the public electric grid in order to sell electricity to or receive a credit from a public utility entity, but also may be for on-site use. Solar farm facilities consist of one or more freestanding GROUND-MOUNTED or ROOF-MOUNTED solar collector devices, Solar energy systems producing 25MW or more are permitted by the New York State Board on Electric Generation Siting and the Environment (siting board) under Article 10 of the New York State Public Service Law. The Sitting Board is responsible for issuing Certificates of Environmental Compatibility and Public need, authorizing the construction and operation of major electric generating facilities.

MINOR OR ACCESSORY SOLAR COLLECTION SYSTEM: A solar photovoltaic cell, panel, array, solar hot air or water collector device, which relies upon solar radiation as an energy source for collection, inversion, storage, and distribution of solar energy for electricity generation or transfer of stored heat, secondary to the use of the premises for other lawful purposes, Minor solar collection systems may consist of BUILDING-INTERGRATED PHOTOVOLTAICS, GROUND-MOUNTED or ROOF-MOUNTED solar collector devices. A system that generates no more than 110% of the power consumption needed on site and/or a total surface area of all solar panels on the lot of up to 4,000 square feet.

ROOF-MOUNTED SYSTEM: A solar panel system located on the roof of any legally permitted building or structure for the purpose of producing electricity for onsite or offsite consumption.

SOLAR ACCESS: Space that is open to the sun and clear of overhangs or shade. Structures constructed on private property will not infringe on the rights of adjacent properties.

SOLAR ENERGY EQUIPMENT and other accessory structures and buildings, including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities.

SOLAR ENERGY EQUIPMENT/SYSTEMS: Energy storage devices, material, hardware, or electrical equipment and conduit associated with the production of electrical energy.

SOLAR PANEL: A device capable of collecting and converting solar energy into electrical energy.

COMMERCIAL SOLAR: A solar energy system which is intended to be used for any purpose, other than private, or residential, or agricultural use, including community based systems.

#### C: APPLICABILITY

1. The requirements of this section shall apply to all solar energy systems installed or modified after the effective date of this ordinance, excluding general maintenance and repair.

2. All Solar energy system installations require a building permit.

- 3. All solar energy systems shall be designed, erected, and installed in accordance with all applicable codes, regulations and industry standards as referenced in the New York State Uniform Fire Prevention and Building Codes and the Town Code.
- 4. Nothing contained in this provision shall be construed to prohibit "Collective Solar" installations or the sale of excess power through a "net billing" or "net metering" arrangement in accordance with New York State Public Service Law § 66-j or similar New York State or federal law or regulation.
- 5. All solar energy systems shall be designed, erected, and installed so as to prevent undue glare from falling on adjoining properties or creating traffic safety issues.

#### D: SOLAR COLLECTORS AND INSTALLATIONS FOR MINOR SYSTEMS

- 1. Roof-mounted systems are permitted as accessory uses in all zoning districts, subject to the following requirements:
  - a) The distance between the roof and highest edge of the system shall be in accordance with the New York State Uniform Fire Prevention and Building Code.
  - b) Rooftop and building-mounted solar collectors shall not obstruct solar access to adjacent properties.
- 2. Ground-mounted and freestanding solar collectors are permitted as accessory structures in all zoning districts, subject to the following requirements:
  - a) The location of the solar collectors is not permitted in front yards and must be 20 feet from side and 20 feet from rear dimensions.
  - b) The height of the solar collectors and any mounts shall not exceed 12 feet height restriction and oriented at a maximum tilt.
  - c) The solar collectors may not be located closer to a front lot line than the principal building on a property. If the side or rear yard is visible from adjacent properties and roads, a solid fence, berm or vegetative screening that conforms to local requirements MUST be installed along shared lot lines to minimize visual impact to neighboring properties.
  - d) Ground-mounted and freestanding solar collectors shall not obstruct solar access to adjacent properties.
- 3. All solar collector installations must be performed in accordance with applicable electrical and building codes, the manufacturer's installation instructions, and industry standards, and prior to operation the electrical connections must be inspected by an appropriate electrical inspection person or agency and the Code Enforcement Officer as determined by the Town. In addition, any connection to the public utility grid must be inspected by the appropriate public utility.
- 4. When solar storage batteries are included as part of the solar collector system, they must be placed in a secure container or enclosure meeting the requirements of the New York State Uniform Fire Prevention and Building Code when in use and when no longer used

shall be disposed of in accordance with the laws and regulations of St. Lawrence County and other applicable laws and regulations

5. Decommissioning. Small Scale Solar. Decommissioning Requirements for Small Scale Solar Energy Systems and Solar Energy Systems Designed for Subdivision Use Using Free-Standing or Ground Mounted Solar Collectors. If a Free-Standing or Ground Mounted solar collector(s) ceases to perform its originally intended function for more than twelve (12) consecutive months, the property owner shall remove the collector, mount and associated equipment by no later than ninety (90) days after the end of the twelve-month period. In the event that the property owner fails to remove the aforesaid non-functioning system within the time prescribed herein, the Town may enter upon the land where such system has been installed and remove same. All expenses incurred by the Town in connection with the removal of the non-functioning system shall be assessed against the land on which such free-standing or Ground Mounted solar collector(s) is located and shall be levied and collected in the same manner as provided in Article 15 of the N.Y. Town Law for the levy and collection of a special ad valorem levy.

#### E: MAJOR SOLAR SYSTEMS

- 1. Major Solar Systems are permitted through the issuance of a special use permit in all zoning districts and site plan review in accordance with this chapter. In addition, Major Solar Systems must meet the criteria set forth below.
- 2. A Major Solar System may be permitted when authorized by site plan review and special use permit from the Town Planning Board subject to the following terms and conditions.
  - a) Height and setback restrictions.
    - i. The maximum height for freestanding solar panels located on the ground or attached to a framework located on the ground shall not exceed 20 feet in height above the ground.
    - ii. The minimum setback from property lines shall be 25 feet, unless adjacent to residential neighbor.
    - iii. Fencing and/or a berm of vegetative screening shall be provided around all equipment and solar collectors to provide screening from adjacent residential properties and roads. Fencing shall not be barbed wire. When fencing will enclose the perimeter of the site or facility, wildlife friendly fencing that allows the passage of small mammals and reptiles and is designed to minimize wildlife injury and death due to entanglement or strangulation shall be used on sites having a solar facility footprint greater than 5 acres. Exceptions can be made by the planning Board for sites that have limited surrounding wildlife habitat.
    - iv. For adjoining arrays, the number of features installed for the facility should be kept to a minimum, such as the use of shared access roads and fencing.
  - b) Design standards.
    - i. Removal of trees and other existing vegetation should be minimized or

offset with planting elsewhere on the property.

- ii. Removal of any prime agricultural soil from the subject parcel is prohibited.
- iii. Proposed major solar systems shall minimize the displacement of prime soils that are in active agricultural production. The site plan shall depict the location and extent of prime soils, prime soils if drained, soils of statewide importance, and indicate whether the parcel(s) is/are receiving an agricultural valuation. The site plan shall also depict the location and extent of current agricultural uses on the land (e. g rotational crops, hay land, unimproved pasture, support lands, and fallow lands) the location of diversions and ditches, and areas where tile drainage has been installed.
- iv. Roadways within the site shall be built along field edges and along elevation contours where practical, constructed at grade and have a maximum width of 16 feet. Roadways shall not be constructed of impervious materials and shall be designed to minimize the extent of roadways constructed and soil compaction.
- v. All on-site utility and transmission lines shall, to the extent feasible, be placed underground. Any above ground transmission lines that are used to accommodate the facility shall require utility poles that are tall enough and installed at widths able to accommodate farm machinery and equipment. The installation of guy wires to utility poles is discouraged.
- vi. Solar collectors and other facilities shall be designed and located in order to minimize reflective glare and/or glint toward any inhabited buildings on adjacent properties and roads.
- vii. All mechanical equipment, including any structure for batteries or storage cells, shall be enclosed by a minimum six-foot-high fence with a self-locking gate.
- viii. Major systems or solar farms shall not obstruct solar access to adjacent properties.
- ix. Any exterior lighting installed within the facility shall be downcast and dark sky compliant with recessed bulbs and full cut off shields.
- c) Signs.
  - i. A sign not to exceed twelve square feet shall be displayed on or near the main access point and shall list the facility name, owner and emergency phone number.
  - ii. A clearly visible warning sign concerning voltage must be placed at the base of all pad- mounted transformers and substations not to exceed four square feet.
- d) Safety.
  - i. The owner/operator shall provide evidence that a copy of the site plan application has been submitted to the Fire Chief of the Waddington Fire . Department. All means of shutting down the photovoltaic solar energy system shall be clearly marked on the site plan and building permit applications.

- 3. A piece of equipment meets the definition of oil-filled operational equipment at 40 CFR part112.2 (e.g. transformers, capacitors and electrical switches) shall comply with the secondary containment procedures of that regulation.
- 4. Decommissioning. Prior to removal of a Large Scale Solar Energy System, a demolition permit for removal activities shall be obtained from the Town of Waddington.
  - (a) Decommissioning Bond.
    - Prior to issuance of a building permit for a Large Scale Solar Energy i. System, the owner or operator of the Solar Energy System shall post a surety in an amount and form acceptable to the Town for the purposes of removal in the event the Large Scale Solar Energy System is abandoned. The amount of the surety required under this section shall be 125% of the projected cost of removal of the Solar Energy System and restoration of the property with an escalator of 2% annually for the life of the Solar Energy System. Acceptable forms shall include, in order of preference: cash; irrevocable letter of credit; or a bond that cannot expire; or a combination thereof. Such surety will be used to guarantee removal of the Large Scale Solar Energy System should the system be abandoned. In such case, the Town Building Inspector/Code Enforcement Officer shall then provide written notice to the owner or operator to remove the Large Scale Solar Energy System, and the owner or operator shall have one (1) year from written notice to remove the Solar Energy System including any associated accessory structures and/or equipment, and restore the site to a condition approved by the Planning Board. If the owner, operator applicant or lessee fails to remove any associated structures or restore the site to the condition approved by the Board, all costs of the Town incurred to enforce or comply with this condition shall be paid using the surety provided by the applicant.
  - (b) Decommissioning Plan. An application for a Large Scale Solar Energy System shall include a Decommissioning Plan. Removal of a Large Scale Solar Energy System must be completed in accordance with the Decommissioning Plan. The Decommissioning Plan shall:
    - i. Specify that after the Large Scale Solar Energy System will no longer be used, it shall be removed by the owner and/or operator or any subsequent owner/operator and shall include a signed statement from the applicant acknowledging such responsibility. The application shall disclose the lease start date, length of the original lease, and number of options and timeframes if the lease is renewed. Within thirty (30) days of changing ownership, notice shall be provided to Town with the name of the new owner and contact information.

- Demonstrate how the removal of all infrastructures (including but not limited to aboveground and below ground equipment, structures and foundations) and the remediation of soil and vegetation shall be conducted to return the parcel to its original state prior to construction. For the decommissioning of solar systems on farmland, all equipment above grade and to a depth of four (4) feet below grade shall be removed from the site. The soils should also be de-compacted to a depth of two (2) feet, regraded and reseeded with native plants and seed mixes and exclude any invasive species.
- iii. Include photographs or archival color images of the proposed site plan area. For the Large Scale Solar Energy System. Such information must, in aggregate, adequately portray the entire property for the purpose of future reference when soil and vegetation remediation of the property occurs.
- iv. State that disposal of all solid and hazardous waste shall be in accordance with local, state and federal waste disposal regulations.
- v. Provide an expected timeline for decommissioning within the onehundred day (180) period set forth below.
- vi. Provide a cost estimate detailing the projected cost of executing the Decommissioning Plan.
- 5. Abandonment and Removal.
  - (a) A Large Scale Solar Energy System is considered abandoned after one (1) year of not performing all normal functions associated with electrical energy generation on a continuous basis.
  - (b) Upon cessation of activity of a fully constructed Large Scale Solar Energy System for a period of one (1) year, the Town may notify the owner and/or operator of the facility to implement the Decommissioning Plan. Within one-hundred and eighty (180) days of notice being served, the owner and/or operator can either restore operation equal to 80% of approved capacity, or implement the Decommissioning Plan.
  - (c) In the event that construction of the Large Scale Solar Energy System has been started but is not completed and functioning within eighteen (18) months of the issuance of the final Site Plan, the Town may notify the operator and/or the owner to complete construction and installation of the facility within one-hundred and eighty (180) days. If the owner and/or operator fail to perform, the Town may require the owner and/or operator to implement the Decommissioning Plan. The decommissioning plan must be completed within one-hundred and eighty (180) days of notification by the Town to implement the Decommissioning Plan.

- (d) Applications for extensions of the time periods set forth in this subsection of no greater than one-hundred and eighty (180) days shall be reviewed by the Town Board.
- (e) Upon recommendation of the Building Inspector/Code Enforcement Officer, the Town Board may waive or defer the requirement that a Large Scale Solar Energy System be removed if it determines that retention of such facility is in the best interest of the Town.
- (f) If the owner and/or operator fails to fully implement the Decommissioning Plan within the prescribed time period and restore the site as required, the Town may use the financial surety posted by the owner and/or operator to decommission the site, or it may proceed with decommissioning at its own expense and recover all expenses incurred for such activities from the defaulted owner and/or operator. Any costs incurred by the Town shall be assessed against the property, shall become a lien and tax upon said property, shall be added to and become a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officer and in the same manner as other taxes.

#### F. SPECIAL USE PERMIT REQUIREMENTS

- 1. In addition to the other special use permit requirements of this Code, the following shall be provided to the Town
- a) Verification of utility notification. Any foreseeable infrastructure upgrades shall be documented and submitted. Off-grid systems are exempt from this requirement.
- b) Name, address, and contact information of the applicant, property owner(s), and agent submitting the project. In the event ownership of the facility changes hands, or if the lease is terminated, notification shall be sent to the Town within thirty days of the transfer or termination date. The notice shall include the name and contact information of the new owner(s). The new owner shall then by bound by the terms of the original agreement.
- c) If the property of the proposed project is to be leased, legal consent between all parties, specifying the use(s) of the land for the duration of the project, including easements and other agreements, shall be submitted.
- d) Site Plan: Site plan approval is required.
- e) Blueprints signed by a New York State registered Professional Engineer or Registered Architect of the solar installation showing the layout of the system.
- f) Property Operation and Maintenance Plan: A property operation and maintenance plan is required, describing continuing photovoltaic maintenance and property upkeep, such as mowing, trimming, etc. Any such plan shall propose that the property maintain a neat and orderly appearance consistent with surrounding

properties. The property shall at all times be maintained in a manner consistent with all properties within the Town of Waddington. If the array will be sited on farmland located in an Agricultural District, a completed Agricultural Data statement must be completed.

g) The Town of Waddington has established that there shall be a Community Benefit to maximize the benefits of a solar project to the Town of Waddington and its residents. The benefit shall be determined, through an agreement negotiated between the Town and the developer/owner.

## EXHIBIT B-2

# DECOMMISSIONING PLAN

See attached.

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B-2-1

#### GSPP County Route 31, LLC – Decommissioning Plan

GSPP County Route 31, LLC, as provided by Omni-Navitas, has prepared this Decommissioning Plan (Plan) for its proposed solar photovoltaic facility (Facility) to be constructed on private property located off County Route 31 (Tax ID: 29.004-2-10.11) in Waddington, NY. The Plan describes the process for decommissioning the Facility in accordance with state requirement and the Town of Waddington solar law.

#### **Facility Description:**

The Facility will consist of a 2.5 MW (AC) capacity solar power-generating array secured within a fence surrounding the solar panels and equipment, accessed through a locked gate located inside the property. The Facility will include the following site features:

- PV Modules, inverter(s), and transformer
- Combiner boxes and switchgear
- Concrete pad(s)
- Screw or driven piles and racking to support the PV modules
- DC and AC wiring
- Aboveground wooden utility poles and overhead wires
- A gravel access drive
- Exterior security fencing
- A Security gate at the entrance to the array area

#### Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Development, Demolition, and Disposal or Recycle; and Site Stabilization, as further described below. These activities will be conducted such that they comply with the NYS Department of Agriculture and Markets Guidelines for Solar Energy Projects – Construction Mitigation for Agricultural Lands, dated 10/18/2019.

#### Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or resaleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of. Following coordination with National Grid regarding timing and required procedures for disconnecting the Facility form the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the PV modules will be served at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior are silicon based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework will be dismantled and recycled. The metal piles will be removed from their approximated depth of four feet and recycled. All other associated structures will be demolished and removed from the sire for recycling and disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

Grade slabs will be broken and removed to a depth of 48 inches below grade, and clean concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site).

Above ground utility poles owned by GSPP County Route 31, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned (NGRID) connections inside the property. The access road will remain in place and National Grid will be responsible for dismantling those overhead wires and poles under its ownership. Coordination with National Grid personnel will be conducted to facilitate National Grid removal of any poles and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process, and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the Facility being removed.

#### Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with a ground treatment approved by the Building Inspector.

#### **Permitting Requirements**

Given the size and location of the Facility, several approvals will be obtained prior to initiation of decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place in February 2020. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
State Pollutant Discharge Elimination System (SPDES) General Permit for Discharges from Construction Activity	New York State Department of Environmental Conservation (NYSDEC)	Ground disturbance of greater that 1 acre with discharge to wetlands or water bodies. Requires preparation of a Stormwater Pollution Prevention Plan, Including erosion and sedimentation controls.
Demolition Permit	Town of Waddington Building Department	A building permit must be obtained for any construction, alteration, repair, demolition, or charge to the use or occupancy of a building

#### Timing

In the event the Facility is decommissioned or abandoned, defined as the facility not operating for a period of 12 or more consecutive months, GSPP County Route 31, LLC will remove all equipment and restore the site as describe above. The equipment shall be removed and the site restored within on hundred eighty (180) days of decommissioning or abandonment or, if the decommissioning or abandonment falls within the months of November, December, January, February, or March, then within one hundred eighty (180) days from march 31 of that calendar year.

#### **Cost Estimate**

Consistent with the approach it has taken in other communities, GSPP County Route 31, LLC proposes to provide a decommissioning surety bond, to be posted prior to the beginning of operations and the final Waddington Certificate of compliance, in the amount of <u>\$125,000</u>, for decommissioning in the unlikely event that GSPP County Route 31, LLC in unable to meet its contractual obligations for solar project and restoration.

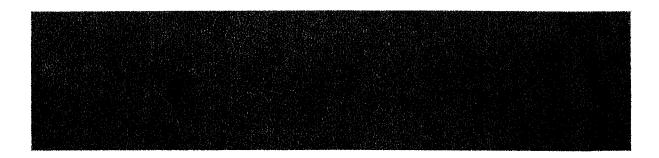
The amount shall escalate annually at a rate of 2.0% in compliance with the Waddington solar law. .

We stand at the ready to address any questions or concerns you may have with the above reference plan.

Sincerely,

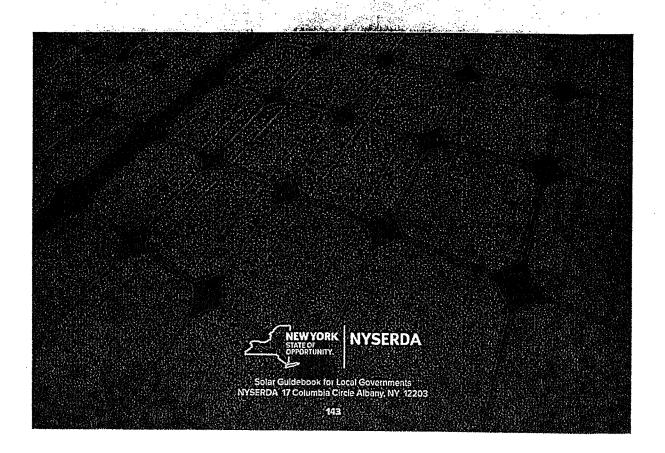
Dan Csaplar

Project Manager



# Decommissing Solar Panel Systems

Information for local governments and landowners on the decommissioning of large-scale solar panel systems.



B-2-6

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# Overview

We provide information for local governments and landowners on the decommissioning of large-scale solar panel systems through the topics of decommissioning plans and costs and financial and non-financial mechanisms in land-lease agreements.

As local governments develop solar regulations and landowners negotiate land leases, it is important to understand the options for decommissioning solar panel systems and restoring project sites to their original status.

From a land use perspective, solar panel systems are generally considered large-scale when they constitute the primary use of the land and can range from less than one acre in urban areas to 10 or more acres in rural areas. Depending on where they are sited, large-scale solar projects can have habitat, farmland, and aesthetic impacts. As a result, large-scale systems must often adhere to specific development standards.

# 1. Abandonment and Decommissioning

Abandonment occurs when a solar array is inactive for a certain period of time.

- Abandonment requires that solar panel systems be removed after a specified period of time if they are no longer in
  use. Local governments establish timeframes for the removal of abandoned systems based on aesthetics, system size
  and complexity, and location. For example, the Town of Geneva, NY, defines a solar panel system as abandoned if
  construction has not started within 18 months of site plan approval, or if the completed system has been nonoperational
  for more than one year.<sup>22</sup>
- Once a local government determines a solar panel system is abandoned and has provided thirty (30) days prior written
  notice to the owner it can take enforcement actions, including imposing civil penalties/fines, and removing the system
  and imposing a lien on the property to recover associated costs.

Decommissioning is the process for removing an abandoned solar panel system and remediating the land.

When describing requirements for decommissioning sites, it is possible to specifically require the removal of
 infrastructure, disposal of any components, and the stabilization and re-vegetation of the site.

#### 1.1 Decommissioning Plans

Local governments may require having a plan in place to remove solar panel systems at the end of their lifecycle, which is typically 20-40 years. A decommissioning plan outlines required steps to remove the system, dispose of or recycle its components, and restore the land to its original state. Plans may also include an estimated cost schedule and a form of decommissioning security (see Table 1).

A LONG REPORT OF REAL PROPERTIES.

#### 1.2 Estimated Cost of Decommissioning

Given the potential costs of decommissioning and land reclamation, it is reasonable for landowners and local governments to proactively consider system removal guarantees. A licensed professional engineer, preferably with solar development experience, can estimate decommissioning costs, which vary across the United States. Decommissioning costs will vary depending upon project size, location, and complexity. Table 1 provides an estimate of potential decommissioning costs for a ground-mounted 2-MW solar panel system. Figures are based on estimates from the Massachusetts solar market. Decommissioning costs for a New York solar installation may differ. Some materials from solar installations may be recycled, reused, or even sold resulting in no costs or compensation. Consider allowing a periodic reevaluation of decommissioning costs during the project's lifetime by a licensed professional engineer, as costs could decrease, and the required payment should be reduced accordingly.

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,459
Remove Panels	\$2,450
Dismantle Racks	\$12,350
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,800
Remove Cable	\$6,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
Current Total	\$60,200
Total After 20 Years (2.5% inflation rate)	\$98,900

Table 1: Sample list of decommissioning tasks and estimated costs

# 2. Ensuring Decommissioning

Landowners and local governments can ensure appropriate decommissioning and reclamation by using financial and regulatory mechanisms. However, these mechanisms come with tradeoffs. Including decommissioning costs in the upfront price of solar projects increases overall project costs, which could discourage solar development. As a result, solar developers are sometimes hesitant to provide or require financial surety for decommissioning costs.

It is also important to note that many local governments choose to require a financial mechanism for decommissioning. Although similar to telecommunications installations, there is no specific authority to do so as part of a land use approval for solar projects (see Table 2). Therefore, a local government should consult their municipal attorney when evaluating financial mechanisms.

#### SCHEDULE A

#### PILOT PAYMENTS SCHEDULE

#### The subject properties are identified as Tax ID Number 29.004-2-10.11/1

The PILOT Payments described in this Schedule A relate only to the Land and the improvements to be made thereon. The "Land" refers solely to the 17.063 acre portion of the overall 215.6 acre parcel of land and the improvements to be made thereon. As noted above, the Land has been assigned Tax ID Number 29.00402019.11/1. The underlying land and existing structures comprising the overall 215.6 acre parcel shall be unaffected by and <u>not</u> subject to the terms of this Payment in Lieu of Tax Agreement.

<u>PAYEES</u>: The County (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Project Facility is wholly or partially located), the Town, the School District and any appropriate special districts.

TAXABLE STATUS DATE:March 1, 2021TAX YEAR BEGINNING:School District 2021/2022

Town and County 2022

BASE AMOUNT: \$4,250 per MW for Year 1, resulting in \$10,625 to the School District, Town and County, on a pro rata basis for year 1.

<u>ANNUAL INCREASE</u>: For tax years subsequent to year 1, the annual amount to be paid shall increase by 2% each year.

<u>PILOT PAYMENTS</u>: Each of the annual payments listed in the table below.

[Table appears on the following page]

PILOT Payments						
Payment <u>Year</u>	Assessment <u>Roll Year</u>	Fiscal Year of School District	Fiscal Year of Town and <u>County</u>	Payment <u>Due Date</u>	PILOT <u>Payments</u>	
1	2022	2022-2023	2023	January 31, 2023	\$10,625.00	
2	2023	2023-2024	2024	January 31, 2024	\$10,837.50	
3	2024	2024-2025	2025	January 31, 2025	\$11,054.25	
4	2025	2025-2026	2026	January 31, 2026	\$11,275.34	
5	2026	2026-2027	2027	January 31, 2027	\$11,500.84	
6	2027	2027-2028	2028	January 31, 2028	\$11,730.86	
7	2028	2028-2029	2029	January 31, 2029	\$11,965.48	
8	2029	2029-2030	2030	January 31, 2030	\$12,204.79	
9	2030	2030-2031	2031	January 31, 2031	\$12,448.88	
10	2031	2031-2032	2032	January 31, 2032	\$12,697.86	
11	2032	2032-2033	2033	January 31, 2033	\$12,951.82	
12	2033	2033-2034	2034	January 31, 2034	\$13,210.85	
13	2034	2034-2035	2035	January 31, 2035	\$13,475.07	
14	2035	2035-2036	2036	January 31, 2036	\$13,744.57	
15	2036	2036-2037	2037	January 31, 2037	\$14,019.46	
16	2037	2036-2037	2038	January 31, 2038	\$14,299.85	
17	2038	2037-2038	2039	January 31, 2039	\$14,585.85	
18	2039	2038-2039	2040	January 31, 2040	\$14,877.57	
19	2040	2039-2040	2041	January 31, 2041	\$15,175.11	
20	2041	2040-2041	2042	January 31, 2042	\$15,478.62	

SchA-2

# SCHEDULE D

# COPY OF APPLICATION

- SEE ATTACHED -

024246.00009 Business 20655354v7

4	St. Lawrence Coun	tv Industrial D	evelopment Agency
A A		•	1CE (revised 12/2018)
ST. LAWRENCE COUNTY	This is an Equal Opportunity Program.	Discrimination is prohibite	d by Federal Law. Complaints of discrimination Rights, Washington, D.C. 20250.
INDUSTRIAL DEVELOPMENT AGENCY		STRUCTIONS	
<ul> <li>information upo</li> <li>Please answer subject of this a</li> <li>Please note tha limited exception which are in the widely dissemir elements in writh</li> <li>The applicant w contemplated h the project). The fapplicable, the a part of the profile of the profile of the sistence by the month of the assistance by the sistence, as app which will be credit \$2,000 is due.</li> <li>Tax Exempt X Payment in Montgage Reference of the sistence of the sistence</li></ul>	I not take action on any application unling which to base a decision whether to all questions using "None" or "Not Application ("the Project"). If more space at Article 6 of the Public Officers Law of the answer of trade secrets or information and e nature of trade secrets or information and would cause substantial injury to the adjust of the extent such elements be will be required to pay the Agency all a erein (to the extent such expenses are eapplicant will also be expected to pay e costs incurred by the Agency, including of the result in the adjust of the result is established a project fee for each type is established a project fee is required to the Agency.	less, in the judgment of th approve or tentatively app licable" where the question ce is needed to answer a declares that all records i copying. If the applicant , the nature of which is su to the applicant's competit expet confidential in accor- tual costs incurred in cor- a not paid out of the proce- rall costs incurred by general c that bond issue. The form of the applicant of project in which the Ag to be paid by the applicant E SCHEDULE % of the total bond series 00 is payable to the SLC if you are applying for m the Appendix A & B ppendix B appendix B	e Agency, said application contains sufficient prove an action. In is not appropriate to the project which is the question, please attach a separate sheet. In the possession of the Agency (with certain feels that there are elements of the Project ich that if disclosed to the public or otherwise ive position, the applicant may identify such dance with Article 6 of Public Officers Law. Innection with this application and the Project reds of the Agency's bonds issued to finance eral counsel and bond counsel to the Agency. Joursel and bond counsel, may be considered ency participates. Unless the Agency agrees it at or prior to the granting of any financing the or project cost benefited by the Agency VIDA at the time the application is submitted puttiple types of assistance only one fee of
	· · · · · ·		
Applicant Name: Address: City/State/Zip: Telephone: Alternate Phone:	Applicant/C GSPP County Route 31, LLC 1 Landmark Square Suite 320 Stamford, CT 06905	Company Information Federal ID#: Contact Name: Contact Title: Contact Email: Cell: Fax:	Dan Csaplar Project Manager
FORM OF ENTITY	:		rrent operations? 🗌 Yes I No 🗌 N/A
X Limited Liability	y Company	er of Partners:C	
L		1	

If the entity is a Date Established	1: February 9, 2020 Pla	ce of Organization: New York	SIC Code: 4911
If the entity is c∟ □ N/A	irrently located outside	New York State, is it authorized to do bus	siness in New York State? I Yes 🗌
Principal Officers	S.		
	Name	Title	
Scott Kerner		<u>CEO</u>	_
Principal Owners	s with 10% or more in e	quity holdings with a percentage ownershi	p:
areen Street Powe	Name er Partners	Percentage 100%	
			_
· · —	∕es      INo ny, or any of its owners,	ever been involved in bankruptcy?	es 🗵 No
Has the Compar Are the owners of Has the Applicat	ny, or any of its owners, of the Company citizens nt (or any related compa county in which this pro	ever been involved in bankruptcy? Ye s of the United States? X Yes No any) been involved in any prior financing, oject is located? Yes X No	
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	Business History
	ory of the Company including changes in ownership operations, overview of operating performance current operations, products and/or services, major accounts, principal competitors, and major events or expenses:
The company wa	as formed for the sole purpose of the photovoltaic solar array and the electricity the array will produce.
	Site Information
Project Address:	1497 County Route 31 Note utilities currently on site:
City/State/Zip:	Lisbon, NY 13658
Town:	Town of Waddington
Village/City:	Gas
School District:	Madrid-Waddington
Tax Map Parcel:	29.004-2-10.11
Who is the current I	egal owner of the proposed site? Robert J. Zufall and Linda M. Zufall
	he existing facility and site, if applicable? 215.6 acres
	he proposed facility and site? proposed facility 41.7 acres
	zoning of the project site? natural resource district
	quire local planning or permitting approvals? X Yes No
	IN: Project requires a special use permit and site plan approval by the town of Waddington planning board
	et zoning regulations after completion? X Yes No
	roning changes will be needed: , State or local regulatory agencies or boards
	pprove your project, or will oversee your
	ence County Planning Board, NY DEC, NY SHPO
	plication need to be filed? If yes, please X Yes No
include a copy, if pr	
	ompleted the required SEQR application? I Yes No N/A
If yes, what is the d	ate of the application? March 9, 2020
For assistance	please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

Project Description
Description of the project: (check all that apply)         Image: Second struction       Purchase of new machinery and equipment         Image: Addition to an existing facility       Refinancing of an existing project         Image: Refinancing of an existing facility       Other:         Image: Acquisition of an existing facility       Other:         Image: Project Type for all end users at project site: (check all that apply)         Image: Image: Refinancing for all end users at project site: (check all that apply)
Industrial       Facility For Aging         Back Office       Multi-Tenant         Retail       Equipment Purchase         Acquisition of an existing facility       Civic Facility (not for profit)         Mixed Use       Commercial         Housing       X Other: Renewable Energy
What is the proposed commencement date of construction or acquisition of the project? November 1, 2020 What is the timetable for the project including when the project will be in full use? We expect the project to be generating electricity by April 2021
Provide a brief description of the Project. Please identify specific uses and activities occurring within the project location. List proposed products to be manufactured and/or services to be rendered and the markets for those goods and services. Include impact on Company in terms of its operations, profitability, marketing, and other significant operating financial factors. Attach additional pages as needed. The proposed project is a ground mounted photovoltal color of the complex of the markets of the parcel located at 1487 County Roure 31, Liston, NY 19658. The solar system will be complex of the rinduce in a single-axis tracking setup, equipment pads for transformers, and a 20 gravel access read coming from the north of to County Roure 31. The system will be installed to makinize production and coupt, while minimal integrating the disturbance of any sole. The endirety of the solar system will be installed to grade, with minimal executation for equipment pads and conductors. At the end of the project life, the solar system will be decommissioned, and the property will be restored to its existing condition. The solar system will be producing electricity that will be fed into the grid and indirectly sold to consumers. These consumers can be homeowners or large users, such as a schoot, hospital, or municipal building. The electricity produced will be sol to consumers in the form of energy credits that can go towards differing a subscriber's monthly electricity bill. This process is referred to as community solar, as this east system will be participating in New York State's Community Solar Program.
For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

Does the Applicant intend to lease or sublease more than 10% (by area or fair market value) of the Project?

Does the Project include facilities or property that is primarily used in making retail sales of goods or services to customers who personally visit such facilities?  $\Box$  Yes (*complete shaded box below*)  $\boxtimes$  No

If the answer to the previous question is ves, which percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to oustomers who personally vipt the Pogr? If more than ULXIN indicate whether any of the following ecoly to the Crowd Will the Project be operated by a not-for-profit opporation? 
Yes I No is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? 🗌 Yes. 🔲 No liyes, persong sin 👘 Would the Protect occupent, but for the contemplated financial assistance from the Agency, locate the Project and related jobs outside of New York State? [] Yes [] No is the predominant purpose of the Project to make evaluable goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Villags within which the Project will be located because of a lack of masonable accessible relial trade faoilfus offering such goods or services? 🗇 Yes 🗍 No l'un bisse explan is the processed project a Franchise? 🛄 Yes 🛄 No If Yes, plane provide a Frankline Agroenant Will the Project be located in a carisus tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has 1) a poverty rate of at least 20% for the year in which the data relates, or al least 20% of household receiving public assistance, and 2) an unemployment rate of at least 125 times the statewate chemologinant rate for the year in which the data reades? The Year Calvo Lyes olease coperi 

Does the applicant have other facilities or related companies located in New York State, outside of the jurisdiction in which the project will take place? X Yes No

If yes, will this other facility or company be closed or have operations reduced as a result of this proposed project? Yes X No

If yes, please explain:

Are there any current occupants of this proposed site that will have their operations affected (including reduced or discontinued) as a result of this proposed project? Yes X No If yes, please explain: \_\_\_\_\_

If the answer to either of the previous two questions is yes, indicate whether any of the following apply to the Project:

Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? ☐ Yes ☐ No If yes, please explain \_\_\_\_\_

For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

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

Has the applicant actively sought sites and/or facilities in another state? 
Yes X No If yes, please explain: \_\_\_\_\_

Does the project involve pollution control or processing primarily for solid waste disposal? If yes, please describe the type of pollution to be abated, existing methods of abatement, or the proposed method of abatement, construction and equipment to be financed:

Is there a likelihood that the Project would not be undertaken but for the financial assistance provided by the Agency?

If the Project could be undertaken without financial assistance provided by the agency, then provide a statement below indicating why the Project should be undertaken by the Agency: \_\_\_\_\_

ADDITIONAL REQUIREMENTS: Include the following items as attachments as necessary.

#### **COMPANY INFORMATION: (Prior to Closing)** X □ N/A Entity formation documents as appropriate (DBA Certificate, Articles of Incorporation, Bylaws, Certificate of Formation, Operating Agreement, Partnership Agreement) Copy of Environmental Assessment Forms (Agency will provide assistance as needed) X □ N/A FINANCIAL INFORMATION: X N/A Company profit and loss statements, balance sheets, and capital statements for the last 2 years. If the business is a sole proprietorship, provide copies of the IRS 1040 and Schedule C. If accountant prepared financial statements are available, they should also be provided. X N/A Company Annual Reports (form 10-k) for the two most recent fiscal years Π Quarterly reports and current reports since most recent Annual Report, if any X N/A

For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

#### Project Costs, Sources and Uses of Funding

Estimate the costs necessary for the construction, acquisition, rehabilitation, improvements and equipping of the project.

#### **Project Costs:**

Item/Use of Funds	Amount		
Land Acquisition	\$0.00		Acres
Building Purchase	\$0.00		Square Feet
Construction or Renovation (Materials)	\$1,050,000.00		
Construction or Renovation (Labor)	\$240,000.00		
Site Work	\$975,000.00	1	
Machinery & Equipment	\$81,000.00		
Furniture & Fixtures	\$0.00	]	
Working Capital/Inventory	\$90,000.00	1	
Other:	\$0.00	]	
Subtotal Project	\$1,513,000	· .	
Legal Fees (Other than Company's Attorney)	\$0.00	]	
Agency's Fee (1% of Bond or Benefited Project Amount)		1	
Subtotal Project	\$		

#### Sources of Funding:

Source		Rate	Term,	Percentage.
Company Equity	\$ 1,513,000	N/A	N/A	N/A
Bank Loan				
SLCIDA-LDC Loan				
Other:				1
Total	\$ 1,513,000	%		100%

Please provide a list of all New York State incentives that have been approved, or are pending approval, as part of this project (example: Grants, Tax Credits, etc...)

NY-Sun Program NYSERDA MW Block Award

Please identify participating lenders:

Lender:	Lender:	
Contact Name:	Contact Name:	
Contact Title:	Contact Title:	
Contact Email:	Contact Email:	
Telephone:	Telephone:	

7

For assistance please contact St. Lawrence County Industrial Development Agency at (315) 379-9806/TDD Number: 711

#### Job Creation

Please complete the following chart for the permanent jobs created by the Project. Enter data as follows:

For purposes of this application, we are providing the following guidelines to help you calculate employment levels:

- Full Time: Any permanent employee who works 30 or more hours each week, and does so on a regularly-scheduled basis.
  Part Time Temporary/Seasonal: Any employee who works fewer than 30 hours each week, and does so on an occasional, temporary or as-needed basis.
- A: Insert the number of full time and part time jobs that currently exist within your company at the time of application.
- B: Indicate the average annual wage for each job type listed in A (full time, part time, or other).
- C: Indicate the average annual Benefit for each job type listed in A (full time, part time, or other).
- D: Insert the number of jobs to be created during year 1 of the project for each job type (full time, part time, or other).
- E: Insert the number of jobs to be created during year 2 of the project for each job type (full time, part time, or other).
- F: Insert the number of jobs to be created during year 3 of the project for each job type (full time, part time, or other).

G: The total number of jobs to be created for each job type (full time, part time, or other) will automatically calculate.

Full Time	(A)		(C)	(D)	(E) 🗄	(F)	(G)
				Number	Number	Number	and there is a second
				of Jobs	l of Jabs	of Jobs	Total New
Jobs	Jobsie	Wage	Benefit Cost	Year 1	i Year 2	Year 3	Created
Full Time	an a						
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total	0	<b>\$</b> 0	<b>\$</b> 0	0	0	0	0
Part Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor							
Other:		\$	\$				
Total	0						

If you classified any of the above jobs as "Other", please clarify job type, benefits offered, etc.:

Of the new jobs to be created, how many of those vacancies do you expect to fill with St. Lawrence County residents? 1

Please list any benefits currently provided to your full/part time employees (e.g. medical, dental, vision or life insurance; retirement program; etc.) <u>N/A</u>

Indicate the number of construction jobs that will be created as a direct result of this project: 20

For assistance please contact the St. Lawrence County Industrial Development Agency at (315) 379-9806 / TDD Number: 711.

#### ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY RECAPTURE POLICY APPROVED JUNE 29, 2016

#### Policy:

It is the policy of the St. Lawrence County Industrial Development Agency (the "SLCIDA") to ensure responsible provision of public benefits to companies for job creation/retention projects. In furtherance of this, SLCIDA wishes to set forth criteria which will assist the SLCIDA in evaluating project performance and determine the appropriateness of recapturing, limiting or terminating a contract with a recipient of IDA benefits.

#### Applicability:

This policy shall apply to all projects which the SLCIDA has authorized.

#### Procedure

All SLCIDA project applicants are required to submit, on a quarterly basis, a copy of the form NYS-45. The NYS-45 will act as a general indicator of the status of the project's employment performance.

All SLCIDA project applicants are required to submit, on an annual basis and no more than 45 days after the end of the calendar year, a "St. Lawrence County IDA Project Report" documenting the position of the project at the end of the calendar year. The report shall include such information as: jobs projected to be created/retained, estimated salary of jobs to be created/retained, current number of Full Time and Part Time and/or Seasonal) jobs, number of construction jobs created through the year, exemptions from taxes and Payment in Lieu of Tax made; and status of bond financing related to the project.

SLCIDA will utilize both of the aforementioned reports, in addition to information compiled throughout the project (site visits; followups; phone/email and general correspondence) to gauge the status of the project in relation to the original commitment of the company as stated in the project application. The project will undergo further review should significant deficiencies be found in any area. SLCIDA will request from project applicants justification for deficiencies/shortfalls, and will compare justifications against industry standards, current market conditions and current economic conditions. Said information will be used by SLCIDA to determine whether the project applicant/project operator did all that it could to meet the obligations outlined in the application and project agreements

SLCIDA, in its sole discretion and on a case-by-case basis, may determine with respect to a particular project to require the project applicant to agree to the recapture by SLCIDA of the value of any or all exemptions from taxation granted with respect to the project by virtue of the SLCIDA's involvement. Events that SLCIDA may determine will trigger recapture may include, but shall not be limited to, the following:

- sale or closure of a facility;
- 2. significant reduction in employment levels;
- significant change in use of facility; 3.
- significant charge in business activities or project applicant or operator, including a shift of production activity or relocation of operations to a facility outside of SLCIDA's jurisdiction;
   material non-compliance with or breach of terms of the SLCIDA transaction documents, or of zoning or land use laws or
- regulations or federal, state, or local environmental laws or regulations;
- 6. failure to respond to SLCIDA inquiries and/or requests regarding non-compliance with provision of quarterly and/or annual follow-up reporting documents; or
- 7. failure to respond to SLCIDA inquiries and/or requests concerning any information regarding the project or the project applicant or any project operator

Upon the occurrence of any of the event triggers listed above, the SLCIDA will send written notice to the project applicant, demanding provision of, or requesting an explanation for failure to provide, information requested by SLCIDA.

Should SLCIDA find that (a) significant deficiencies in the achievement of the economic benefits promised as described in the application and the project agreements have occurred and (2) there appears to be no justification satisfactory to the SLCIDA to explain the deficiencies, the SLCIDA may determine to undertake any enforcement action available to the SLCIDA under the SLCIDA's agreements to seek redress for the deficiencies.

Enforcement action taken by SLCIDA may include, but shall not be limited to:

- Requesting cure of the deficiency by a final notice letter. 1.
- Forwarding an event of default notice as described in the project agreements. 2.
- Notifying the appropriate New York State agencies of the project operator's failure to comply. 3.
- Terminating any or all of the project agreements. 4.
- Reducing the value of financial assistance moving forward. 5.
- Terminating any future financial assistance.
- Requiring that the value of the all of the financial assistance utilized to date to be repaid in full or in part, with interest. 7

All receptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdictions, unless agreed to otherwise by such affected taxing jurisdictions.

For assistance please contact the St. Lawrence County Industrial Development Agency at (315) 379-9806 / TDD Number: 711.

	Pleas	e complete this section i	f you are applying for Bond F	-inancing.
Bond Counsel:				
Name of Firm:				
Address:				
Telephone:				
Bond Counsel				
Bond Counsel (	Contact Email:			
IDBs"), what is	the dollar value of	f "capital expenditures"		nds (colloquially known as "small iss ice with the provisions of the Interr Il expend within this County?
Over t	he last three years.			
During	the present year (	20 )		
First v	ear after project co			
Secon	d year after project	completion		
Third y	vear after project co	mpletion		
Has the compa	ny made any arrang	rements for the marketin	ig or purchasing of the bonds	? 🗌 Yes 🗌 No
-				
ir yes, please p	rovide information:			
What is your to	al estimated intere	st expense (assuming ta	xable interest)?	
What is your tot	al estimated intere	st evnense (assuming ta	x exempt interest rate)?	
What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	
What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	<u></u>
What is your to	al estimated interes	st expense (assuming ta	x exempt interest rate)?	·····
What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	
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What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	
What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	
What is your to	al estimated intere	st expense (assuming ta	x exempt interest rate)?	

			ų.
	Please complete this section if you are applying for a Lease Transaction, Bond Financing • Payment i Mortgage Recording Tax Exemption • or • Sales and	n Lieu of Taxes	
MORTGA	GE RECORDING TAX EXEMPTION BENEFIT: Amount of mortgage the	nat would be subject to mortgage recording	ta
N	Nortgage Amount (Include sum total of construction/permanent/bridge fi	nancing):\$ <u>N/A</u>	
	nated Mortgage Recording Tax Exemption benefit duct of mortgage amount as indicated above multiplied by .0075%):	\$ <u>_N/A</u>	
	ND USE TAX: Gross amount of costs for goods and services that are a n St. Lawrence County – said amount to benefit from the Agency's Sale		d
ESTIMAT	ED COSTS ELIGIBLE FOR SALES TAX EXEMPTION BENEFIT:		
	Construction/Renovation: Materials	\$1,005,000.00	
	Site Work		
	Non-Manufacturing Equipment		
	Furniture & Fixtures		
	Machinery & Equipment		
	Construction/Renovation: Labor		
	Other:		
	Other: Total	\$ 1,005,000.00	
What What	ATION FOR ESTIMATED REAL PROPERTY TAX EXEMPTION BEN is the pre-project assessment of the property? is the estimated post-project assessment? TED		
What	is the property tax ID# 29.004-2-10.11		
ESTIMA	TED OTHER BENEFITS:		
	x Revenue	· · · · · · · · · · · · · · · · · · ·	
	project will result in the manufacturing or selling of a new product, estin e generated on retail sales of the new product. Otherwise, enter "N/A"	nate the amount of annual sales taxes that	
	project will result in increased production or sales of an existing produc ill be generated on the retail sales of the increased production. Otherw		-
Estim	perty Taxes ate the amount of annual real property taxes that will be payable on the ement, if any). Otherwise, enter "N/A".	Project (at the end of the PILOT	_
	ROPERTY TAX BENEFIT: Identify and describe if the Project will utiliz THAN the Agency's PILOT benefit: <u>N/A</u>	e a real property tax exemption benefit	
herein an year of th	T Benefit: Agency staff will indicate the amount of PILOT Benefit based anticipated tax rates and assessed valuation, including the annual Pi the PILOT benefit year and the sum total of PILOT Benefit abatement an nefit Analysis attached.	LOT Benefit abatement amount for each	۱
	er benefits will the Project bring to the community and region? This project will result in the building of a new plant or the expansion of This project will result in the reoccupation of a formerly-vacant building This project directly contributes to "green" or "environmentally friendly" This project will result in bringing new inventions, licenses or products t	technology.	
	stance please contact the St. Lawrence County Industrial Development A		11.

,

This project will result in expansion of infrastructure capacity.

Other:

#### **REPRESENTATIONS BY THE APPLICANT:**

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, except as otherwise provided by collective bargaining agreement, new employment opportunities created as a result of the project will be listed with the NYS Department of Labor, Department of Employment Services and with the administrative entity of the local workforce investment area created by the Federal Workforce Investment and Opportunity Act (WIOA) in which the project is located.
- B. <u>First Consideration for Employment</u>. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, except as otherwise provided by collective bargaining agreement, where practicable, the Applicant will first consider persons eligible to participate in WIOA programs who shall be referred by those WIA entities for new employment opportunities created as a result of said project.
- C. <u>Annual Sales Tax Filings.</u> In accordance with Section 874(8) of New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant, and to provide a copy of such filing to the Agency.
- D. <u>Quarterly Employment Reports.</u> The Applicant understands and agrees that, if the project receives any financial assistance from the Agency, the Applicant agrees to file, or cause to be filed with the Agency on a quarterly basis, reports regarding the number of people employed at the project site.
- E. <u>Absence of Conflicts of Interest.</u> The Applicant has received from the Agency a list of all members, officers and employees of the Agency. No member, officer or employer of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this application, except as hereinafter described:
- F. <u>Hold Harmless</u>. The Applicant hereby releases the Agency and its members, directors, officers, servants, agents and employees thereof from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (a) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limitation the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.
- G. <u>Recapture</u>. The Applicant understands and agrees that the Agency can impose on the Company penalties or sanctions for projects that do not meet performance standards or project goals as outlined on the Agency's Recapture Policy on Page 9 of this Application. Said penalties/sanctions may include the return by the Company of all or part of the benefits received.
- H. <u>Affirmation.</u> The Applicant understands and agrees that the provisions of Section 862(1) of the New York State General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed project

862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in it respective industry.

The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax worker protection and environmental laws, rules and regulations.

For assistance please contact the St. Lawrence County Industrial Development Agency at (315) 379-9806 / TDD Number: 711.

	eason of the Agency's involvement with the	
compliance with all provisions of A		his Application, the Applicant is in substant al Law, including, but not limited to, the provisi
knowledge, are investigations wh	nich deponent has caused to be made conc	on which are not stated upon his own perso reming the subject matter of this application an officer of and from the books and papers
applicant shall be and is respon (hereinafter referred to as the describes, the attendant negotiati If, for any reason whatsoever, th reasonable or specified period of neglects the application or if the required, then upon presentation in conduct of the application, up Agency and fees of general cour Applicant shall pay to the Agency	sible for all costs incurred by the St. Law Agency") acting on behalf of the attached ons and ultimately the necessary issue of bo e applicant fails to conclude or consummate time to take reasonable, proper, or reques Agency or Applicant are unable to find b of invoice, Applicant shall pay to the Agency to that date and time, including but not necessal for the Agency. Upon successful conclu- an administrative fee set by the Agency and	a) deponent acknowledges and agrees that the rence County Industrial Development Agen whether or not the application, the project ands are ever carried to a successful conclusion encessary negotiations or fails to act within ted action or withdraws, abandons, cancels, uyers willing to purchase the total bond issue, the total solution or assigns all actual costs involves arily limited to fees of bond counsel for the usion and sale of the required bond issue, the dot to exceed an amount equal to 1% of the solution.
		rred by the Agency and paid by the applica rative fee, may be considered as a cost of t
project and included as part of the	e resultant bond issue. The \$2,000.00 appli	cation fee shall be credited toward this amou
CERTIFICATION:		
STATE OF Connecticut	)	
COUNTY OF Fairfield	) ss.:	
Scott Kerner	, being first duly swom, depos	es and says:
1. That I am the Manag	er (Corporate Officer	Title) of <u>GSPP County Route 31, LLC</u>
1. That I am the Manag		Title) of <u>GSPP County Route 31, LLC</u>
<ol> <li>That I am the <u>Manag</u> (Officer of Company Sul Applicant.</li> <li>That I have read the att</li> </ol>	er (Corporate Officer omitting Application) and that I am duly auth	Title) of <u>GSPP County Route 31, LLC</u> orized on behalf of the Applicant to bind the reof, and that to the best of my knowledge a
<ol> <li>That I am the <u>Manag</u> (Officer of Company Sul Applicant.</li> <li>That I have read the att</li> </ol>	Br (Corporate Officer omitting Application) and that I am duly auth ached Application, I know the contents ther	Title) of <u>GSPP County Route 31, LLC</u> orized on behalf of the Applicant to bind the reof, and that to the best of my knowledge a
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<ol> <li>That I am the <u>Manag</u> (Officer of Company Su Applicant.</li> <li>That I have read the att belief, this Application a</li> <li>Subscribed and affirmed to me under penalties of perjury</li> </ol>	Corporate Officer omitting Application) and that I am duly auth ached Application, I know the contents ther nd the contents of this Application are true, a SAMANTHA LENNON NOTARY PUBLIC OF CONNECTICUT Comm. #	Title) of <u>GSPP County Route 31, LLC</u> orized on behalf of the Applicant to bind the reof, and that to the best of my knowledge a accurate and complete.
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#### 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: Omni Navitas County Route 31 Solar Project		
Project Location (describe, and attach a general location map):		
1497 County Route 31, Waddington, NY 13694		
Brief Description of Proposed Action (include purpose or need):	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
The proposed action involves construction of a 5 MW solar farm on a portion of an exi action includes construction of a 20 wide gravel access road off of County Route 31, completion, the proposed project will provide up to 5 MW of renewable power to the e	solar modules, transformers, fend	es, poles, and inverters. Upon
Name of Applicant/Sponsor:	Telephone:	
Omni Navitas, LLC	E-Mail	
Address:75 Central Street, 3rd Floor	I	
City/PO:Boston	State: MA	Zip Code:02109
Project Contact (if not same as sponsor; give name and title/role):	Telephone	
Dan Csaplar, Project Manager	E-Mail:	
Address: 75 Central Street, 3rd Floor		
City/PO: Boston	State: MA	Zip Code: 02109
Property Owner (if not same as sponsor):	Telephone:	7
Robert J. Zufall	E-Mail:	
Address: 20 Campbell Road	<u></u>	······································
City/PO: Lisbon	State: NY	Zip Code;13658

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FEAF 2019

**B.** Government Approvals

Government Entity		If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)	
a. City Counsel, Town Board, or Village Board of Trustees	□ Yes □ No			
b. City, Town or Village Planning Board or Commiss	□ Yes □ No ion	Special Use Permit - Town Planning Board	Winter 2020	
c. City, Town or Village Zoning Board of Ap	□ Yes □ No peals			
d. Other local agencies	□ Yes □ No	Code Enforcement/Building Dept Building Permit	Winter 2020	
e. County agencies	🗆 Yes 🗆 No	County Highway Occupancy Permit	Winter 2020	
f. Regional agencies	🗆 Yes 🗆 No	· · · · · · · · · · · · · · · · · · ·		· · · · · · ·
g. State agencies	□ Yes □ No	NYSDEC - Stormwater General Permit NYSERDA Megawatt Block allocation	Winter 2020 Winter 2020	
h. Federal agencies	🗆 Yes 🗆 No			
<ul> <li>i. Coastal Resources.</li> <li>i. Is the project site within a</li> </ul>	a Coastal Area,	or the waterfront area of a Designated Inland W	aterway?	□ Yes □ No
<i>ii.</i> Is the project site located <i>iii.</i> Is the project site within a		with an approved Local Waterfront Revitaliza	tion Program?	□ Yes □ No □ Yes □ No

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?
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 □ Yes □ No

#### 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
<ul> <li>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?)</li> </ul>	□ 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):	
St. Lawrence County 2017 Agricultural District 2	

Page 2 of 13

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? Natural Resource Area	□ Yes □ No
b. Is the use permitted or allowed by a special or conditional use permit?	□ Yes □ No
<ul> <li>c. Is a zoning change requested as part of the proposed action?</li> <li>If Yes,</li> <li><i>i.</i> What is the proposed new zoning for the site?</li> </ul>	□ Yes □ No
C.4. Existing community services.	
a. In what school district is the project site located? Madrid-Waddington Central School District	
b. What police or other public protection forces serve the project site? St. Lawrence County Sheriffs Office	
c. Which fire protection and emergency medical services serve the project site? Waddington Fire Department	
d. What parks serve the project site?	
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 a components)?Commercial-scale solar farm	mixed, include all
b. a. Total acreage of the site of the proposed action? 215.6 acres	
b. Total acreage to be physically disturbed? <u>1.5 +/</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 215.6 acres	
<ul> <li>c. Is the proposed action an expansion of an existing project or use?</li> <li>i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, square feet)? % Units:</li> </ul>	□ Yes □ No miles, housing units,
d. Is the proposed action a subdivision, or does it include a subdivision?	□ Yes □ No
If Yes, <i>i</i> . Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	
<i>ii.</i> Is a cluster/conservation layout proposed? <i>iii.</i> Number of lots proposed?	🗆 Yes 🗆 No
iv. Minimum and maximum proposed lot sizes? Minimum Maximum	
<ul> <li>e. Will the proposed action be constructed in multiple phases?</li> <li>i. If No, anticipated period of construction: 6 months</li> <li>ii. If Yes;</li> </ul>	🗆 Yes 🗆 No
Total number of phases anticipated     Anticipated commencement date of phase 1 (including demolition) monthyear     Anticipated completion date of final phase monthyear     Generally describe connections or relationships among phases, including any contingencies where p     determine timing or duration of future phases:	

Page 3 of 13

L

	ct include new resi				□ Yes □ No
If Yes, show nur	nbers of units prop				
	One Family	<u>Two Family</u>	Three Family	Multiple Family (four or more)	
Initial Phase					
At completion of all phases					
•					
	osed action include	e new non-residenti	al construction (inclu	uding expansions)?	□ Yes □ No
If Yes,	<b>C</b> , , ,	2			
i. I otal number	r of structures		10 height	16width; and 6length	
iii. Approximate	e extent of building	space to be heated	or cooled:	N/A square feet	
				ll result in the impoundment of any	□ Yes □ No
				agoon or other storage?	L 103 L 110
If Yes,		- 11,5,7			
i. Purpose of the	e impoundment:				
ii. If a water imp	boundment, the prin	ncipal source of the	water:	Ground water Surface water strea	ms []]Other specify
iii. If other than y	water, identify the	type of impounded	contained liquids an	d their source.	
iv Approximate	size of the propos	ed impoundment	Volume:	million gallons; surface area:	acres
v. Dimensions of	of the proposed dat	n or impounding st	ructure:	height; length	acres
vi. Construction	method/materials	for the proposed d	am or impounding st	ructure (e.g., earth fill, rock, wood, con	crete):
<del></del>	····				
	- <u> </u>				
D.2. Project Op	erations				
				luring construction, operations, or both?	🗆 Yes 🗆 No
		ration, grading or i	nstallation of utilities	s or foundations where all excavated	
materials will : If Yes:	remain onsite)				
i What is the m	imose of the excer	vation or dredging?			
ii. How much ma	aterial (including ro	ock. earth. sedimen	ts. etc.) is proposed t	to be removed from the site?	······································
<ul> <li>Volume</li> </ul>	(specify tons or cu	ubic yards):			
<ul> <li>Over wl</li> </ul>	hat duration of time	e?			
iii. Describe natu	ire and characterist	ics of materials to l	be excavated or dred	ged, and plans to use, manage or dispos	e of them.
iv. Will there be	onsite dewatering	or processing of e	xcavated materials?		□ Yes □ No
		or processing of a			- 105 - 110
		ged or excavated?		acres	
		e worked at any on		acres	
			or dredging?	feet	
in Summorize ai	avation require bla	sting?			□ Yes □ No
in. Summarize si	te recramation goa.	ы апа ріан			
			····		
b. Would the pro	posed action cause	or result in alterati	on of, increase or de	crease in size of, or encroachment	□ Yes □ No
			ach or adjacent area?		
If Yes:					
				water index number, wetland map numb	er or geographic
description):					

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iii. Will the proposed action cause or result in disturbance to bottom sediments? If Yes, describe:	Yes 🗆 No
iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? If Yes:	
acres of aquatic vegetation proposed to be removed:	
<ul> <li>expected acreage of aquatic vegetation remaining after project completion:</li> </ul>	
• 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 □ N
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 🗆 Ne
If Yes:	
Name of district or service area:	
<ul> <li>Does the existing public water supply have capacity to serve the proposal?</li> </ul>	$\Box$ Yes $\Box$ N
<ul> <li>Is the project site in the existing district?</li> </ul>	□ Yes □ N
<ul> <li>Is expansion of the district needed?</li> </ul>	$\Box$ Yes $\Box$ N
<ul> <li>Do existing lines serve the project site?</li> </ul>	$\Box$ Yes $\Box$ N
<i>iii.</i> Will line extension within an existing district be necessary to supply the project? If Yes:	□ Yes □ No
Describe extensions or capacity expansions proposed to serve this project:	
Source(s) of supply for the district:	
<i>iv.</i> Is a new water supply district or service area proposed to be formed to serve the project site? If, Yes:	🗆 Yes 🗆 No
Applicant/sponsor for new district:	
Date application submitted or anticipated:	
<ul> <li>Proposed source(s) of supply for new district:</li> </ul>	
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>i</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, des	scribe all components and
approximate volumes or proportions of each):	<u></u>
iii. Will the proposed action use any existing public wastewater treatment facilities?	□ Yes □ No
If Yes:	
Name of wastewater treatment plant to be used:	
<ul> <li>Name of district:</li> <li>Does the existing wastewater treatment plant have capacity to serve the project?</li> </ul>	
<ul> <li>Does the existing wastewater treatment plant have capacity to serve the project?</li> <li>Is the project site in the existing district?</li> </ul>	□ Yes □ No □ Yes □ No
	$\Box$ Yes $\Box$ No
Is expansion of the district needed?	

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<ul> <li>Do existing sewer lines serve the project site?</li> <li>Will a line extension within an existing district be necessary to serve the project? If Yes: <ul> <li>Describe extensions or capacity expansions proposed to serve this project:</li> </ul> </li> </ul>	□ Yes □ No □Yes □No
• Describe exclusions of capacity expansions proposed to serve and project.	
<ul> <li>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?</li> <li>If Yes:</li> </ul>	□ Yes □ No
Applicant/sponsor for new district:	
Date application submitted or anticipated:	
<ul> <li>What is the receiving water for the wastewater discharge?</li> <li>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including spec receiving water (name and classification if surface discharge or describe subsurface disposal plans):</li> </ul>	ifying proposed
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:	
<ul> <li>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?</li> <li>If Yes:</li> </ul>	🗆 Yes 🗆 No
<i>i</i> . How much impervious surface will the project create in relation to total size of project parcel? Square feet or1 acres (impervious surface)	
Square feet or215.6 acres (parcel size) <i>ii.</i> Describe types of new point sources. Access road, transformer pad area	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent p groundwater, on-site surface water or off-site surface waters)? On-site to vegetative filter strips	roperties,
If to surface waters, identify receiving water bodies or wetlands:	
• Will stormwater runoff flow to adjacent properties? <i>iv.</i> Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	□ Yes □ No □ 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>i</i> . Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	
Heavy construction equipment and vehicles <i>ii.</i> Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) N/A	<u> </u>
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Upon completion, solar farm installation will generate power for distribution to the electrical grid	
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? If Yes:	□Yes□No
<ul> <li>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)</li> <li>ii. In addition to emissions as calculated in the application, the project will generate:</li> <li>Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> </ul>	🗆 Yes 🗆 No
Tons/year (short tons) of Nitrous Oxide (N <sub>2</sub> O)     Tons/year (short tons) of Perfluorocarbons (PFCs)	
Tons/year (short tons) of Sulfur Hexafluoride (SF <sub>6</sub> )	
Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)	
Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

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h. Will the proposed action landfills, composting faci		ncluding, but not limited to, sewage treatment plants,	🗆 Yes 🗆 No
If Yes:			
<i>i.</i> Estimate methane genera	tion in tons/year (metric):	n measures included in project design (e.g., combustion to	anarata haat ar
	pure, control or enmination		generate near of
		ollutants from open-air operations or processes, such as	🗆 Yes 🗆 No
quarry or landfill operation		the stand and a stand the stand the stand	
	and nature of emissions (e.g	g., diesel exhaust, rock particulates/dust):	
Will the proposed action r	agult in a gubstantial inserva	se in traffic above present levels or generate substantial	🗆 Yes 🗆 No
	ation facilities or services?	se in traine above present levers of generate substantial	
If Yes:			
i. When is the peak traffic	expected (Check all that ap	oply): 🗖 Morning 🔲 Evening 🗂 Weekend	
Random ly between h	ours of to	f truck trips/day and type (e.g., semi trailers and dump truc	100);
n. For commercial activity	es only, projected number o	of truck trips/day and type (e.g., semi trailers and dump truc	KS):
··· D 1 · · · · · · · · · · · · · · · ·			
		Proposed Net increase/decrease	
	n include any shared use pa ncludes any modification of	rking? f existing roads, creation of new roads or change in existing	Yes No g access, describe
n. Are public/private transr	ortation service(s) or facilit	ties available within 1/2 mile of the proposed site?	□ Yes □ No
		ansportation or accommodations for use of hybrid, electric	
or other alternative fuele			
		an or bicycle accommodations for connections to existing	□ Yes □ No
pedestrian or bicycle ro	utes?		
	for commercial or industria	al projects only) generate new or additional demand	🗆 Yes 🗆 No
for energy? f Yes:			
	ty demand during operation	of the proposed action:	
		· ·	
	liers of electricity for the pr	roject (e.g., on-site combustion, on-site renewable, via grid	/local utility, or
other):			
ii Will the proposed action	require a new or an upproc	le, to an existing substation?	Yes No
a. will the proposed action	require a new, or an upgrad	ic, to an existing substation?	
. Hours of operation. Answ	er all items which apply.		
i. During Construction:	11-57	ii. During Operations:	
<ul> <li>Monday - Friday:</li> </ul>		<ul> <li>Monday - Friday: Unmanned 24/7 operation</li> </ul>	
Saturday:		Saturday: Unmanned 24/7 ope	
Sunday:	7AM - 7PM	Sunday: Unmanned 24/7 ope	
Holidays:	7AM - 7PM	Holidays: Unmanned 24/7 ope	eration

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction,	□ Yes □ No
operation, or both? If yes:	
<i>i</i> . Provide details including sources, time of day and duration:	
General vehicle/equipment noise during construction. Construction hours will be Monday-Monday, 7AM-7PM	
<i>ii.</i> Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?	□ Yes □ No
Describe:	
	· · · · · · · · · · · · · · · · · · ·
n. Will the proposed action have outdoor lighting?	□ Yes □ No
If yes:	
<ul> <li>Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Temporary lighting will be required where equipment is to be stored during construction. A single motion detecting light will be in the stored during construction.</li> </ul>	installed at the array
ntrance.	installed at the alray
<i>ii.</i> Will proposed action remove existing natural barriers that could act as a light barrier or screen?	□ Yes □ No
Describe:	
<ul> <li>Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest</li> </ul>	🗆 Yes 🗆 No
occupied structures:	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons)	□ Yes □ No
or chemical products 185 gallons in above ground storage or any amount in underground storage?	
If Yes: <i>i</i> . Product(s) to be stored	
ii. Volume(s) per unit time (e.g., month, year)	
iii. Generally, describe the proposed storage facilities:	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides,	□ Yes □ No
insecticides) during construction or operation?	
If Yes:	
<i>i</i> . Describe proposed treatment(s):	
ii. Will the proposed action use Integrated Pest Management Practices?	□ Yes □ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal	□ Yes □No
of solid waste (excluding hazardous materials)?	
If Yes: <i>i</i> . Describe any solid waste(s) to be generated during construction or operation of the facility:	
Construction: <u>General const. debris</u> tons per <u>TBD</u> (unit of time)	
Operation :N/A tons perN/A (unit of time)	
ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste	:
Construction: Recycling and/or reuse of construction debris to the greatest extent feasible	·
Operation: N/A	
iii. Proposed disposal methods/facilities for solid waste generated on-site:	
Construction: Any construction debris/solid waste generated that cannot be recycled/reused will be transported off-site	to a licensed landfill
Operation: N/A	<u></u>

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s. Does the proposed action include construction or modification of a solid waste management facility?	□ Yes □ No
If Yes:	
<ul> <li>Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, other disposal activities):</li> </ul>	landfill, or
ii. Anticipated rate of disposal/processing:	
<ul> <li>Tons/month, if transfer or other non-combustion/thermal treatment, or</li> </ul>	
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 hazardou waste?	ıs □ Yes □ No
If Yes:	
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:	
<i>ii.</i> Generally describe processes or activities involving hazardous wastes or constituents:	
iii. Specify amount to be handled or generated tons/month	
<i>iv.</i> Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:	
	<u></u>
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>i</i> . Check all uses that occur on, adjoining and near the Urban Industrial Commercial Resi Forest Agriculture Aquatic Othe <i>ii</i> . If mix of uses, generally describe: Rural and Agricultural uses - in agricultural district						
b. Land uses and covertypes on the project site.	· · · · · · · · · · · · · · · · · · ·					
Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)			
<ul> <li>Roads, buildings, and other paved or impervious surfaces</li> </ul>	0	1.00 +/-	+1.00 +/-			
• Forested	4.22 +/-	4.22 +/-	0			
<ul> <li>Meadows, grasslands or brushlands (non- agricultural, including abandoned agricultural)</li> </ul>	0	0	0			
Agricultural     (includes active orchards, field, greenhouse etc.)	210.62 +/-	209.62 +/-	-1.00 +/-			
• Surface water features (lakes, ponds, streams, rivers, etc.)	.76 +/	.76 +/-	0			
Wetlands (freshwater or tidal)	.76 +/-	.76 +/-	0			
Non-vegetated (bare rock, earth or fill)	0	0	0			
Other     Describe:						

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<i>i</i> . If Yes: explain:	🗆 Yes 🗆 No
<ul> <li>I. 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?</li> <li>i. Identify Facilities:</li> </ul>	□ Yes □ No
. Does the project site contain an existing dam?	□ Yes □ No
f Yes: <i>i</i> . Dimensions of the dam and impoundment:	
Dam height: feet	
Dam length: feet	
Surface area:	
Volume impounded:     gallons OR acre-feet	
ii. Dam's existing hazard classification:	
iii. Provide date and summarize results of last inspection:	
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 faci Yes:	□ Yes □ No lity?
<i>i</i> . Has the facility been formally closed?	□ Yes □ N
• If yes, cite sources/documentation:	
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:	
<i>ii.</i> Describe any development constraints due to the prior solid waste activities:	
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?	
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:	□ Yes □ No
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: Describe waste(s) handled and waste management activities, including approximate time when activities occurr	□ Yes □ No ed:
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: Describe waste(s) handled and waste management activities, including approximate time when activities occurr 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
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: Describe waste(s) handled and waste management activities, including approximate time when activities occurr 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: <i>i</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 ed: □ Yes □ N
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: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurr 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: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site	□ Yes □ No ed: □ Yes □ No □ Yes □ No
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:       i. Describe waste(s) handled and waste management activities, including approximate time when activities occurr	□ Yes □ No ed: □ Yes □ N □ Yes □ No
<ul> <li>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:</li> <li>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurr remedial actions been conducted at or adjacent to the proposed site?</li> <li>Yes: <ul> <li>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</li> <li>Yes – Spills Incidents database Provide DEC ID number(s):</li> <li>Yes – Environmental Site Remediation database</li> <li>If site has been subject of RCRA corrective activities, describe control measures:</li> </ul> </li> <li>ii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</li> </ul>	□ Yes □ No ed: □ Yes □ N □ Yes □ No
<ul> <li>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurr</li> <li>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?</li> <li>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</li> <li>Yes – Spills Incidents database Provide DEC ID number(s):</li> <li>Yes – Environmental Site Remediation database Provide DEC ID number(s):</li> </ul>	□ Yes □ No ed: □ Yes □ No □ Yes □ No

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v. Is the project site subject to an institutional control limiting property uses?	🗆 Yes 🗆 No
<ul> <li>If yes, DEC site ID number:</li></ul>	<u> </u>
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? 0.5 to 3 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:	%
	% %
d. What is the average depth to the water table on the project site? Average: feet	
e. Drainage status of project site soils: Well Drained: % of site	
Moderately Well Drained: % of site	
Poorly Drained% of site	
f. Approximate proportion of proposed action site with slopes: 🛄 0-10%:% of site	
□ 10-15%:% of site	
$\boxed{15\% \text{ or greater:}} \% \text{ of site}$	
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,	🗆 Yes 🗆 No
ponds or lakes)?	-
ii. Do any wetlands or other waterbodies adjoin the project site?	🗆 Yes 🗆 No
If Yes to either <i>i</i> or <i>ii</i> , 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,	🗆 Yes 🗆 No
state or local agency?	
<ul> <li>iv. For each identified regulated wetland and waterbody on the project site, provide the following information.</li> <li>Streams: Name <u>910-1081</u> Classification D</li> </ul>	•
Lakes or Ponds: Name Classification	
Wetlands: Name Federal Waters, Federal Waters, Federal Waters, Approximate Size	
• Wetland No. (if regulated by DEC)	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired	🗆 Yes 🗆 No
waterbodies?	
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
1. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	□ Yes □ No
If Yes:	
i. Name of aquifer:	

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Identify the predominant wildlife species that occupy or use the predominant wildlife species that occupy occupy of the predominant wildlife species that occupy occupy of the predominant wildlife species that occupy occupy of the predominant wildlife species that occupy occupy occupy of the predominant wildlife species that occupy occu		
	······	
. Does the project site contain a designated significant natural comm Yes:	-	🗆 Yes 🗆 No
i. Describe the habitat/community (composition, function, and basis	for designation):	
ii. Source(s) of description or evaluation:		
ii. Extent of community/habitat:		
Currently:     Following completion of project as proposed:	acres	
<ul> <li>Gain or loss (indicate + or -):</li> </ul>	acres	
Does project site contain any species of plant or animal that is lister endangered or threatened, or does it contain any areas identified as f Yes: i. Species and listing (endangered or threatened): anding's Turtle	nabitat for an endangered or threatened spec	
Does the project site contain any species of plant or animal that is special concern?	isted by NYS as rare, or as a species of	□ Yes □ No
<i>i</i> . Species and listing:		
Is the project site or adjoining area currently used for hunting, trapp	ning, fishing or shell fishing?	
	ning, fishing or shell fishing?	□ Yes □ No
. Is the project site or adjoining area currently used for hunting, trapp f yes, give a brief description of how the proposed action may affect	bing, fishing or shell fishing? that use: ultural district certified pursuant to	
Is the project site or adjoining area currently used for hunting, trapp yes, give a brief description of how the proposed action may affect 	bing, fishing or shell fishing? that use:	□ Yes □ No
Is the project site or adjoining area currently used for hunting, trapp Fyes, give a brief description of how the proposed action may affect <b>C.3. Designated Public Resources On or Near Project Site</b> Is the project site, or any portion of it, located in a designated agric Agriculture and Markets Law, Article 25-AA, Section 303 and 304 f Yes, provide county plus district name/number:STLA002 Are agricultural lands consisting of highly productive soils present <i>i</i> . If Yes: acreage(s) on project site? <i>ii</i> . Source(s) of soil rating(s): Does the project site contain all or part of, or is it substantially con Natural Landmark? Example 2. Contained to the project site of t	bing, fishing or shell fishing? that use:	□ Yes □ No □ Yes □ No
Is the project site or adjoining area currently used for hunting, trapp yes, give a brief description of how the proposed action may affect <b>C.3. Designated Public Resources On or Near Project Site</b> Is the project site, or any portion of it, located in a designated agrice Agriculture and Markets Law, Article 25-AA, Section 303 and 304 Yes, provide county plus district name/number:STLA002 Are agricultural lands consisting of highly productive soils present <i>i</i> . If Yes: acreage(s) on project site? <i>ii.</i> Source(s) of soil rating(s): Does the project site contain all or part of, or is it substantially con Natural Landmark?	hing, fishing or shell fishing? that use:	□ Yes □ No □ Yes □ No □ Yes □ No
Is the project site or adjoining area currently used for hunting, trapp yes, give a brief description of how the proposed action may affect <b>C.3. Designated Public Resources On or Near Project Site</b> Is the project site, or any portion of it, located in a designated agric Agriculture and Markets Law, Article 25-AA, Section 303 and 304 [Yes, provide county plus district name/number:STLA002 Are agricultural lands consisting of highly productive soils present <i>i</i> . If Yes: acreage(s) on project site? <i>ii</i> . Source(s) of soil rating(s): Does the project site contain all or part of, or is it substantially con Natural Landmark? Yes: <i>i</i> . Nature of the natural landmark: □ Biological Community	bing, fishing or shell fishing? that use:	□ Yes □ No □ Yes □ No □ Yes □ No

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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 Commiss Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic P	
If Yes: <i>i</i> . Nature of historic/archaeological resource: Archaeological Site Historic Building or District <i>ii</i> . 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?	Yes
<ul> <li>g. Have additional archaeological or historic site(s) or resources been identified on the project site?</li> <li>If Yes: <ul> <li>i. Describe possible resource(s):</li> <li>ii. Basis for identification:</li> </ul> </li> </ul>	∐Yes <b>Ø</b> No
<ul> <li>h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?</li> <li>If Yes: <ul> <li>i. Identify resource:</li> <li>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or</li> </ul> </li> </ul>	Yes No
etc.):	
<ul> <li>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?</li> <li>If Yes:         <ul> <li>i. Identify the name of the river and its designation:</li> </ul> </li> </ul>	Ves No
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	Yes 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.

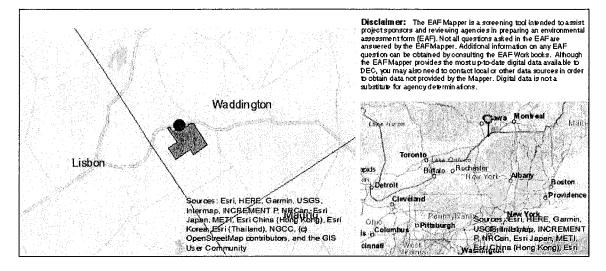
I certify that the information provided is true	e to the best of my knowledge.	. / /
Applicant/Sponsor Name Omni Navitas Holding	gs, LLC Da	ate 3/6/2020
Signature	Ti	itle CED
	10	· · · ·

**PRINT FORM** 

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# EAF Mapper Summary Report

I



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
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]	910-1081
E.2.h.iv [Surface Water Features - Stream Classification]	D
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Flood way]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Full Environmental Assessment Form - EAF Mapper Summary Report

024246.00009 Business 20655354v7

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.I. [Aquifers]	No
E.2.n. [Natural Communities]	
E.2.o. [Endangered or Threatened Species]	
E.2.o. [Endangered or Threatened Species - Name]	Blanding's Turtle
E.2.p. [Rare Plants or Animals]	
E.3.a. [Agricultural District]	
E.3.a. [Agricultural District]	STLA002
E.3.c. [National Natural Landmark]	
E.3.d [Critical Environmental Area]	
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]	
E.3.i. [Designated River Corridor]	

Full Environmental Assessment Form - EAF Mapper Summary Report

#### SCHEDULE E

#### ANNUAL STATUS REPORT

January \_\_, 20\_\_

Re: New Project Verification

Dear:

The St. Lawrence County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the <u>Town of Waddington, St. Lawrence County</u>, <u>New York</u>.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by GSPP County Route 31, LLC. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact: Contact phone number: (Please-correct any information above)

# **Financing Information**

Has the Agency provided project financing assistance through issuance of a bond of	or note? Yes	No
If financing assistance was provided, please provide:		
• Original principal balance of bond or note issued		
• Outstanding principal balance of such bond or note at December 31, 20		
Principal paid during 20		
• Outstanding principal balance of such bond or note at December 31, 20		
Interest rate on mortgage as of December 31, 20		
Final maturity date of the bond or note		
Is the Company a not-for-profit?		
Mortgage Recording Tax Information		
Did your company receive Mortgage Tax Abatement on your Project during 20	? Yes	No

The amount of the mortgage recording tax that was abated during 20\_\_:

# Job Information

Number of full time equivalent employees ("FTE") existing jobs by category before Agency status:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					r
Part Time					
Seasonal					
Independent					
Contractors					
Employees of					
Independent					

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	$\mathbf{\alpha}$	1	1	
	Contractors			1
1	Contractors		L	

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Current number of FTE employees for 20\_\_\_ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent					
Contractors					
Employees of					
Independent					
Contractors					

Number of FTE jobs <u>created</u> during 20\_\_\_ as a result of the assistance received through the Agency by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent					
Contractors					
<b>Employees</b> of				-	
Independent					
Contractors					

Number of FTE jobs <u>retained</u> during 20 by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent					
Contractors					
<b>Employees</b> of					
Independent					
Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20

Number of FTE construction jobs during 20\_\_\_\_

### **Salary and Fringe Benefits**

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table 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 Western New York Economic Development Region <sup>1</sup>					

<sup>&</sup>lt;sup>1</sup> The North Country Economic Development Region consists of the following counties: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis and St. Lawrence.

### **Capital Investment Information**

20Capital Investment	
Real Estate	
Construction	
Machinery and Equipment	
Other Taxable Expenses	
Other Non-Taxable Expenses	
<b>Total Capital Investment</b>	

### **Officer's Certification**

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of February 1, 2021 by and between the Company and St. Lawrence County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed:

(Authorized Company Representative)

Date: \_\_\_\_\_

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