

## PROJECT EVALUATION and COST/BENEFIT ANALYSIS

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

Project Applicant: **Green Street Power Partners, LLC, 409 Ferris Road, LLC,**

**Project #4001-21-01**

Project Types and Evaluation Criteria: 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.

Green Street Power Partners, LLC, a solar development company, is developing plans for a 5 MW-AC solar array to be installed on approximately 33 acres of agricultural field located on a tax parcel at 409 Ferris Road, Nicholville, NY 12965, in the Town of Lawrence. The total site acreage at the project location (tax parcel IDs: 57.001-2-3.2) is 229.6 acres. This property currently has an assessed tax value of \$157,100.00, providing approximately \$5,907 in property tax payments. (The improvements will be tax parcel ID: 57.001-2-3.2 /.1)

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. 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.

Green Street Power Partners, LLC is developing multiple community solar projects across upstate New York and will participate in the NYSEERDA 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. The value of these solar credits results in a savings of up to 10-15% on the energy portion of the electricity bill.

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.<sup>1</sup>

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 NYSEERDA’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  $\leq 5$  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 this proposed solar 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: **Green Street Power Partners, LLC, 409 Ferris Road, LLC,**

**Project #4001-21-01**

### Estimated COST of Agency Assistance

#### 1. Sales and Use Tax Exemption

a. Amount of Project Cost Subject to Tax:		\$ N/A
	Sales and Use Tax Rate	8%
<b>b. Estimated Exemption:</b>		<b>\$ 0</b>

#### 2. Mortgage Recording Tax Exemption

a. Projected Amount of Mortgage:		\$ 0
	Mortgage Recording Tax Rate	0.75%
<b>b. Estimated Exemption:</b>		<b>\$ 0</b>

#### 3. Real Property Tax Exemption

Property Location: Town of Lawrence

a. Investment in Real Property		8,670,000
b. Pre-project Assessment		157,100
c. Projected Post-project Assessment		2,477,232 *
d. Equalization Rate (for reference only)		99%
e. Increase in Assessed Value of Property		2,320,132
f. Total Applicable Tax Rates per \$1,000		\$37.60
g. Estimated Taxes over PILOT Period	(\$87,237 x 20 years)	\$1,744,739
h. PILOT Payments over PILOT Period		\$607,432
<b>i. Net Exemption Amount</b>	<b>(g – h)</b>	<b>\$1,137,307</b>

#### 4. Interest 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/A

### TOTAL ESTIMATED EXEMPTIONS

**\$ 1,137,307**

The property has a current assessed value of approximately \$157,100. The base value of the property would not be impacted by the PILOT.

\*Post-project value was provided by the applicant using a discounted cashflow model. This projected value is within the range of project values estimated for similar projects within the area. 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 \$5,000 per MW for the 5MW system would result in payments of \$25,000 to the Town, School, and County in year 1 with 2% escalator for a total 20-year PILOT payments of \$607,432.

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: **Green Street Power Partners, LLC, 409 Ferris Road, LLC,**

**Project #4001-21-01**

### 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.

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

**ESTIMATED OTHER BENEFITS:**

<input type="checkbox"/>	<b>Sales Tax Revenue (New Product)</b>	This project will result in the manufacturing or selling of a new product, and the estimated amount of annual sales taxes that will be generated on retail sales of the new project is \$ .
<input type="checkbox"/>	<b>Sales Tax Revenue (Existing Product)</b>	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 \$ .
<input checked="" type="checkbox"/>	<b>Real Property Taxes</b>	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.
<input checked="" type="checkbox"/>	<b>Construction Jobs</b>	This project will help generate approximately 20 construction jobs.
<input checked="" type="checkbox"/>	<b>Community and Regional Benefit</b>	<ul style="list-style-type: none"> <li>• <i>Additional revenue to taxing jurisdictions</i></li> <li>• <i>Renewable energy development in support of NYS CLCPA</i></li> <li>• <i>Community Solar Project offering local electric bill savings</i></li> <li>• <i>Aligns with Implementation of Key Regional Priority items highlighted in NCREDC 2019 Progress Report</i></li> <li>• <i>Local purchases of building supplies, concrete, aggregate</i></li> </ul>

CLOSING ITEM NO.: A-6

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ST, LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GSP 409 FERRIS ROAD, LLC

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UNIFORM AGENCY PROJECT AGREEMENT

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DATED AS OF NOVEMBER 1, 2021

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RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE  
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED  
AT 409 FERRIS ROAD IN THE TOWN OF LAWRENCE, ST.  
LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-21-01

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and is for convenience of reference only.)

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## UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of November 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 409 FERRIS ROAD, 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 September, 2020, Omni Navitas Holdings, LLC, (the “Applicant”), a limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts, on behalf of the Company, presented an application (the “Initial Application”) to St. Lawrence County Industrial Development Agency (the “Agency”), a public benefit corporation duly established under Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 358 of the 1971 Laws of New York, as amended, constituting Section 914 of said General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), which Initial 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 an interest in an approximately 33.0 acre portion of an approximately 229.6 acre parcel of land located at 409 Ferris Road in the Town of Lawrence, St. Lawrence County, New York (such portion being referred to hereinafter as the “Land”); (2) the installation on the Land of a 5.0 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"), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"); (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 estate 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, in July, 2021, the Company submitted an amended application to the Agency relating to the Project (the Initial Application, as so amended, being referred to hereinafter as the "Application") pursuant to which updated information relating to the Project was provided; 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 September 17, 2021 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 Watertown Daily Times on September 19, 2021 and in the North Country This Week on September 24, 2021, respectively, being newspapers of general circulation available to the residents of the Town of Lawrence, St. Lawrence County, New York; (C) ) conducted the Public Hearing in person and remotely on September 30, 2021 at 10:00 o'clock a.m., local time at the Town of Lawrence Municipal Building located at 11403 US HWY 11 North Lawrence, Saint Lawrence County, New York, 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 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 Lawrence (the "Town") and the Brasher Falls 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 February 22, 2021 and March 10, 2021, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 1, 2021 (the "Approving Resolution"), the Agency (A) (i) concurred in the determination that the Town Board of the Town of Lawrence (the "Town 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 Town Board dated October 14, 2020 (the "Negative Declaration"), in which the Town 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 a certain lease agreement dated as of November 1, 2021 (the "Lease Agreement") 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 November 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 the Land and all improvements now or hereafter located on 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 November 1, 2021 (the "Payment in Lieu of Tax Agreement"), 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 (the "Public Benefits") promised at the time said project was approved by the Agency or as subsequently modified upon agreement between Agency and the Company, (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 Initial Application, as amended by the amended application submitted by the Company in July, 2021, copies of which are 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) September 30, 2022 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” or “FTE” 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, 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:

$$65 \text{ (FTE)} \times 40 \text{ (Regular Hours)} = 2600 + 50 \text{ (Overtime Hours)} = 2650 \text{ (Hours)}$$
$$2650 \text{ (Hours)} / 35 = 74.29 \text{ (FTE)}$$

“Land” means an approximately 33.0 acre portion of an approximately 229.6 acre parcel of land located at 409 Ferris Road in the Town of Lawrence, St. Lawrence County, New York.

“Lease Agreement” means the lease agreement dated as of November 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 November 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) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;
- (3) 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;
- (4) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (5) sublease of all or part of the Project Facility in violation of the Basic Documents;
- (6) 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

(7) 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 “heretofore” shall mean before, 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) Power. 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) Authorization. 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) Conflicts. 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) Power. The Company is limited liability company duly organized and validly existing under the laws of the State of New York, 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) Authorization. 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) Conflicts. 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 (other than Permitted Encumbrances, as defined in the Lease Agreement) 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) Governmental Consent. 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) Financial Assistance. 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):                      \$1,349,907

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. 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 33.0 acre portion of an approximately 229.6 acre parcel of land located at 409 Ferris Road (being a portion of Tax Map No. 57.001-2-3.2) in the Town of Lawrence, 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 Public Benefits to the residents of St. Lawrence County, New York as described in the Application, which Public Benefits are described in Exhibit A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. 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) Contingent Nature of the Financial Assistance. 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) Filing – Closing Date. 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) Filing – Annual. 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 F to the Lease Agreement).

(C) Employment Listing. 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) Employment Consideration. 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) Employment Level.

(1) (a) To verify the employment levels (if any) at the Project Facility and the information contained in the Annual Status Report, the Company is required to submit, or cause to be submitted, (i) 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 (b) a written statement from the Company confirming the Company had no FTEs for such fiscal quarter. FTEs 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)(1).

(b) In the event that some or all of the FTEs 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.

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

(F) Non-Discrimination. (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) General. 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) Project Financial Assistance to be Recaptured. 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) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

<u>Occurrence of Recapture Event</u>	<u>Percentage of the Recaptured Benefits</u>
Year 1 to Year 2	100%
Year 3 to Year 5	75%
Year 6 to Year 7	50%
Year 8 to Year 10	25%

(D) Redistribution of Project Financial Assistance to be Recaptured. 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) Survival of Obligations. 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) One Month. 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) Thereafter. 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) No Remedy Exclusive. 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) Delay. 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) Notice Not Required. 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) No Waiver. 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) General. 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) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

GSPP 409 Ferris Road, 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) Change of Address. 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

BY:  \_\_\_\_\_  
Authorized Officer

GSPP 409 FERRIS ROAD, LLC  
BY: GSPP Holdco II, 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 409 FERRIS ROAD, LLC  
BY: GSPP Holdco II, 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

GSP 409 FERRIS ROAD, LLC  
BY: GSP Holdco II, 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.

GSP 409 FERRIS ROAD, LLC  
BY: GSP Holdco II, LLC, its Manager

BY:  \_\_\_\_\_  
Authorized Officer

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF ST. LAWRENCE        )

On the 19<sup>th</sup> day of November, 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. [Redacted]  
**Qualified in St. Lawrence County**  
**Commission Expires September 30, 2025**

STATE OF CONNECTICUT )  
 )ss:  
COUNTY OF FAIRFIELD )

On the 16 day of November, 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

NYS-45 (1/19)

Quarterly Combined Withholding, Wage Reporting, And Unemployment Insurance Return



Reference these numbers in all correspondence:

UI Employer registration number

Withholding identification number

Employer legal name:

Mark an X in only one box to indicate the quarter (a separate return must be completed for each quarter) and enter the year.

Jan 1 - Mar 31, Apr 1 - Jun 30, July 1 - Sep 30, Oct 1 - Dec 31, Year

For office use only Postmark

Are dependent health insurance benefits available to any employee? Yes No

If seasonal employer, mark an X in the box

Number of employees Enter the number of full-time and part-time covered employees who worked during or received pay for the week that includes the 12th day of each month.

Table with 3 columns: a. First month, b. Second month, c. Third month

UI SK AI SI WT SK

Part A - Unemployment insurance (UI) information

Part B - Withholding tax (WT) information

- 1. Total remuneration paid this quarter
2. Remuneration paid this quarter in excess of the UI wage base since January 1
3. Wages subject to contribution
4. UI contributions due
5. Re-employment service fund
6. UI previously underpaid with interest
7. Total of lines 4, 5, and 6
8. Enter UI previously overpaid
9. Total UI amounts due
10. Total UI overpaid
11. Apply to outstanding liabilities and/or refund

- 12. New York State tax withheld
13. New York City tax withheld
14. Yonkers tax withheld
15. Total tax withheld
16. WT credit from previous quarter's return
17. Form NYS-1 payments made for quarter
18. Total payments
19. Total WT amount due
20. Total WT overpaid
20a. Apply to outstanding liabilities and/or refund
20b. Credit to next quarter withholding tax
21. Total payment due

\* An overpayment of either UI contributions or withholding tax cannot be used to offset an amount due for the other. Complete Parts D and E on back of form, if required.

Part C - Employee wage and withholding information

Table with 5 columns: a Social Security number, b Last name, first name, middle initial, c Total UI remuneration paid this quarter, d Gross federal wages or distribution, e Total NYS, NYC, and Yonkers tax withheld

Totals (column c must equal remuneration on line 1; see instructions for exceptions)

Sign your return: I certify that the information on this return and any attachments is to the best of my knowledge and belief true, correct, and complete.

Signature section with fields for Signature, Date, Telephone number, Signer's name, Title

Withholding  
Identification number

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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 Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
▶	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

**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 (mmddy) of the final payroll (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 (mmddy) .....

• Complete the information below about the acquiring entity

Legal name	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.

<b>Paid preparer's use</b>	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address	Firm's EIN	Telephone number	( )
<b>Payroll service's name</b>				Payroll service's EIN	<input style="width: 80px;" type="text"/>

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 Entities 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

SCHEDULE D  
COPY OF APPLICATION

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 Town of Lawrence, St. Lawrence County, New York.

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 409 Ferris Road, 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 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
<b>Full Time</b>					
<b>Part Time</b>					
<b>Seasonal</b>					
<b>Independent Contractors</b>					
<b>Employees of Independent</b>					



<b>Contractors</b>					
--------------------	--	--	--	--	--

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

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

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

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

Number of FTE jobs **retained** during 20\_\_ by category:

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

**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:

<b>RELATED EMPLOYMENT INFORMATION</b>				
	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>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**

20__ Capital 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 November 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: \_\_\_\_\_

CLOSING ITEM NO.: A-5

---

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GSPP 409 FERRIS ROAD, LLC

---

PAYMENT IN LIEU OF TAX AGREEMENT

---

DATED AS OF NOVEMBER 1, 2021

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RELATING TO THE PREMISES LOCATED AT 409 FERRIS ROAD IN  
THE TOWN OF LAWRENCE, ST. LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-21-01

PERTAINS ONLY TO TAX ID# 57.001-2-3.2

AFFECTED TAX JURISDICTIONS:  
ST. LAWRENCE COUNTY  
TOWN OF LAWRENCE  
BRASHER FALLS CENTRAL SCHOOL DISTRICT

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SCHEDULE A – PILOT Payments Schedule

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of November 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 409 FERRIS ROAD, 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”);

### 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; 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 September, 2020, Omni Navitas Holdings, LLC, (the “Applicant”), a limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts, on behalf of the Company, presented an application (the “Initial Application”) to St. Lawrence County Industrial Development Agency (the “Agency”), a public benefit corporation duly established under Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 358 of the 1971 Laws of New York, as amended, constituting Section 914 of said General Municipal Law of the State of New York (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), which Initial 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 an interest in an approximately 33.0 acre portion of an approximately 229.6 acre parcel of land located at 409 Ferris Road in the Town of Lawrence, St. Lawrence County, New York (such portion being referred to hereinafter as the “Land”); (2) the installation on the Land of a 5.0 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”), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company (the Land, the Facility and the Equipment being collectively referred to as the “Project Facility”); (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 estate 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, in July, 2021, the Company submitted an amended application to the Agency relating to the Project (the Initial Application, as so amended, being referred to hereinafter as the “Application”) pursuant to which updated information relating to the Project was provided; 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 September 17, 2021 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 Watertown Daily Times on September 19, 2021 and in the North Country This Week on September 24, 2021, respectively, being newspapers of general circulation available to the residents of the Town of Lawrence, St. Lawrence County, New York; (C) ) conducted the Public Hearing in person and remotely on September 30, 2021 at 10:00 o’clock a.m., local time at the Town of Lawrence Municipal Building located at 11403 US HWY 11 North Lawrence, Saint Lawrence County, New York, 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 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 Lawrence (the “Town”) and the Brasher Falls 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 February 22, 2021 and March 10, 2021, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 1, 2021 (the “Approving Resolution”), the Agency (A) (i) concurred in the determination that the Town Board of the Town of Lawrence (the “Town 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 Town Board dated October 14, 2020 (the “Negative Declaration”), in which the Town 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 a certain lease agreement dated as of November 1, 2021 (the “Lease Agreement”) 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 November 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 the Land and all improvements now or hereafter located on the Land (collectively, the “Leased Premises”); (B) the Company and the Agency will execute and deliver this Payment in Lieu of Tax Agreement, 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 a uniform agency project agreement dated as of November 1, 2021 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company 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, 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 Lawrence (the “Town”) and the Brasher Falls 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) Power. 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) Authorization. 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) Conflicts. 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) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, 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) Authorization. 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) Conflicts. 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 (other than Permitted Encumbrances as defined in the Lease Agreement) 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) Governmental Consent. 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, 2022) (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 2022 final roll which will be effective for the tax year 2023. 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 Schedule A 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) Valuation of Future Additions to the Project Facility. 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 re-computed 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) Special Assessments. 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) Statements. 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) Termination of the Lease Agreement. 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) First Month. 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) Thereafter. 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) Local Decommissioning Law. Pursuant to Local Law No. 2 of the year 2020 (the “Local Decommissioning Law”) of the Town of Lawrence, St. Lawrence County, New York (the “Town”), the Project Facility constitutes a Large-Scale Solar Energy System (as defined in the Local Decommissioning Law). A copy of the Local Decommissioning Law is attached hereto as Exhibit B-1.

(B) Decommissioning Plan. In accordance with the Local Decommissioning Law, 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 Local Decommissioning Law. A copy of the Decommissioning Plan is attached hereto as Exhibit B-2.

(C) Decommissioning Costs. (1) Pursuant to the Local Decommissioning Law, the Company is required to maintain a bond or fund in order to provide for the payment of decommissioning costs related to the Project Facility to the Town.

(2) Green Street Power Partners, LLC, on behalf of the Company and as acknowledged and accepted by the Supervisor of the Town on October 6, 2021, obtained a decommissioning bond for the Project Facility in the amount of \$143,658.00 from Philadelphia Indemnity Insurance Company for the term beginning on August 2, 2021 and ending on August 2, 2022. For so long as the Project Facility is located in the Town of Lawrence, the Company, or another entity on its behalf, shall be required to (i) maintain a surety (whether a surety bond or letter of credit) with respect to the Project Facility in the amount of \$143,658.00 with an escalator of two percent (2%) annually for the life of the Project Facility and (ii) 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

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. 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) Limited Obligation. 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) Further Limitation. 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) General. 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) Cross-Default. 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) Separate Suits. 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) Venue. 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) No Remedy Exclusive. 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) Delay. 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) Notice Not Required. 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) No Waiver. 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) General. 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) General. 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) Notices Given by Affected Tax Jurisdictions. 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) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

GSPP 409 Ferris Road, LLC  
1 Landmark Square – Suite 320  
Stamford, Connecticut 06901  
Attention: Scott Kerner

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) Copies. 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) Change of Address. 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.

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 409 FERRIS ROAD, LLC  
BY: GSPP Holdco II, 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

GSP 409 FERRIS ROAD, LLC  
BY: GSP Holdco II, LLC, its Manager

BY:  \_\_\_\_\_  
Authorized Officer

STATE OF NEW YORK                    )  
  )ss:  
COUNTY OF ST. LAWRENCE         )

On the 19<sup>th</sup> day of November, 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. [REDACTED]  
**Qualified in St. Lawrence County**  
**Commission Expires September 30, 2025**

STATE OF CONNECTICUT )  
 )ss:  
COUNTY OF FAIRFIELD )

On the 16 day of November, 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 November 1, 2021 (the "Lease to Agency") between GSPP Ferris Road, LLC (the "Company"), as landlord, and St. Lawrence County Industrial Development Agency (the "Agency"), as tenant, in an approximately 33.0 acre portion of an approximately 229.6 acre parcel of land (such portion being referred to hereinafter as the "Land") located at 409 Ferris Road in the Town of Lawrence, 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"):

EXHIBIT B-1

LOCAL DECOMMISSIONING LAW

See attached.

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of LAWRENCE

FILED  
STATE RECORDS

AUG 10 2020

DEPARTMENT OF STATE

Local Law No. 02 of the year 2020

A local law SOLAR ENERGY FACILITY OF THE TOWN OF LAWRENCE  
(Insert Title)

Be it enacted by the LAWRENCE TOWN BOARD of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of LAWRENCE as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. 02 of 2020 of the ~~(County)(City)(Town)(Village)~~ of LAWRENCE was duly passed by the LAWRENCE TOWN BOARD on JULY 29 2020, in accordance with the applicable provisions of law.  
*(Name of Legislative Body)*

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ and was deemed duly adopted *(Elective Chief Executive Officer\*)* on \_\_\_\_\_ 20    , in accordance with the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. *(Elective Chief Executive Officer\*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the (County)(City)(Town)(Village) of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_\_\_, in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**(City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph \_\_\_\_\_ above.

(Seal)



Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: 07.29.2020

LOCAL LAW No. 02-2020

Be it hereby enacted by the Town Board of the Town of Lawrence as follows:

SECTION 1: Local Law No. 02-2020 entitled "SOLAR ENGERY FACILITY OF THE TOWN OF LAWRENCE" is hereby adopted. Wherever the requirements of this local law are at variance with the requirements of any lawfully adopted rules, regulations, ordinances, or Local Laws, the most restrictive or those imposing the standards shall govern. The Town Board of the Town of Lawrence hereby adopts and enacts this Site Plan and Subdivision Review Law pursuant to the authority and provisions of S10 of the New York State Municipal Home Rule law and S274-a and 276 of the New York State Town Law. This law shall read in its entirety as follows.

SOLAR ENERGY FACILITIES LAW CONTENTS:

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ARTICLE 1: GENERAL

Section 1.01 Title

This Local Law shall be cited as the "Solar Energy Facility Law of the Town of Lawrence, New York."

Section 1.02 Authority

Solar Energy law is adopted pursuant to (Sections of the Town Law Sections ) which authorizes the Town of Lawrence to adopt provisions that advance and protect the health, safety, and welfare of the community, and to make provisions for, so far as conditions may permit, the accommodations of solar energy systems and equipment and access to sunlight necessary therefor.

- A. Article IX of the New York State Constitution, Section 2© (6) and (10)
- B. New York Statute of Local Governments, Section 10 (1), (6), and (7)
- C. New York Municipal Home Rule Law, Section 10 (1) (i) and Section 10 (1) (a) (6), (11), (12), and (14)
- D. New York Town Law, Article 16
- E. New York Town Law Section 130(1) (Building Code), (3) (Electrical Code), (5) (Fire Prevention), (7) (Use of Street and Highways), (7a) (Location of Driveways), (11) (Peace, good order and safety), (15) (Promotion of public welfare), (15) (Excavated Lands), (16) (Unsafe Buildings), (19) (Trespass) and (25) (Building lines)
- F. New York Town Law Section 64(17-a) (Protection of Aesthetic interests), (23) (General Powers).
- G. New York Real Property Tax Law Section 487

Section 1.03 Intent and Purpose

It is the intent and purpose of the Site Plan and Subdivision review Law to promote the health, safety and general welfare of the Town through implementation and application of a site plan review and approval process and subdivision regulations.

Site plan and subdivision review are intended to foster the rational division of land and to promote good development in the Town. Sensible division of land and attractive and well-designed development are deemed to be essential for the maintenance and growth of the economy of the Town and for the protection and enhancement of property values. It is further the intent and purpose of the Law to provide for the identification and minimization of the

adverse impacts, if any, created by new subdivisions and development on existing neighboring uses and on the overall resources of the Town.

It is the intent of the Town Board in enacting the Site Plan and Subdivision Review Law to provide for and allow all land use activity in the Town

#### Section 1.04 Findings and Determinations

Solar Energy is a renewable and non-polluting energy resource that can prevent fossil fuel emissions and reduce the Town of Lawrence energy load. Energy generated from solar energy systems can be used to offset energy demand on the New York State power grid when excess solar power is generated.

This Local Law aims to promote the accommodation of solar energy systems and equipment and the provision for adequate sunlight and the convenience of access necessary thereof.

Applications for the installation of solar energy systems that are reviewed by the Code Enforcement Officer and referred to the Town Planning Board for its review and action, may be approved, approved with conditions, or denied.

#### Section 1.05 Applicability

The requirements of the Law shall apply to all Solar Energy Systems installed or modified after its effective date.

All solar energy systems shall be designed, erected, and installed in accordance with all applicable Federal, State, Local and Industry Codes, regulations and standards.

#### Section 1.06 Amendments

The Town of Lawrence Board may, on a petition brought by

1. Any resident or property owner of the Town: or
2. On recommendation of the Planning Board established pursuant to this Law (The "Planning Board")
3. Or its own motion and following provision of appropriate public notice and conduct of a hearing, amend the Site Plan and Subdivision Review Law by a majority vote of the full membership of the Town Board. All proposed amendments originating by petition, or by motion of the Town Board, shall be referred by the Planning Board for a report and recommendation. The Planning Board shall submit its report to the Town of Lawrence Board within thirty (30) days after receiving such referral.



## Section 1.07 Definitions

Except as maybe specifically defined below and in the Town of Lawrence's Site Plan Review and Subdivision Regulations (09/30/96, all terms and phrases shall be as defined in the publications "A PLANNERS DICTIONARY", edited by Michael Davidson and Fay Dolnick: published by the American Planning Association, Planning Advisory Service Report Nos. 521/522, for this Local Law. Copies are available in the Town Clerk's Office, the Code Enforcement Officer's Office, The St. Lawrence County Planning Board's Office, and the Town Attorney's Office.

**BUILDING INTEGRATED PHOTOVOLTAIC SYSTEM:** A combination of photovoltaic building components integrated into any building envelope system such as vertical facades including glass and other façades material, semitransparent skylight systems, roofing materials, and shading over windows.

**COMMERCIAL SOLAR COLLECTION SYSTEM;** A photovoltaic Collection System that produces more than one (1) megawatt (MW) per hour of energy for the purpose of sale on the Power Grid.

**GROUND-MOUNTED SOLAR ENERGY SYSTEM** A Solar Energy System that is anchored to the ground and attached to a pole or to other mounting system, detached from any other structure for the primary purpose of producing electricity for onsite consumption.

**LARGE-SCALE SOLAR ENERGY SYSTEM:** A Solar Energy System that is ground-mounted and produces more than one hundred ten percent (110%) of energy used onsite and developed primarily for the purpose of offsite sale of consumption.

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

**SOLAR ENERGY EQUIPMENT:** Electrical energy storage devices, material hardware, inverters, or other electrical equipment and conduit of photovoltaic devices associated with the production of electrical energy.

**SOLAR ENERGY SYSTEM:** An electrical generating system composed of a combination of both Solar Panels and Solar Energy Equipment, excluding Battery Energy Storage Systems such as battery banks or compressed air. Any energy storage system shall require a separate review and approval.

**SOLAR ON-FARM EQUIPMENT:** A photovoltaic system on property used for Agriculture within an Agricultural District the does not produce more than one hundred ten percent (110%) of the energy used for farm operations.

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

## **Article II: Solar Energy Facilities and Conversion Systems**

### **Section 2.01 Solar as an Accessory Use or Structure**

#### **A. Roof-Mounted Solar Energy Systems**

1. Roof-Mounted Solar Energy Systems that use the electricity on site or offsite are permitted as an accessory use in all districts when attached to any lawfully permitted building or structure
2. Height. Roof-Mounted Solar Energy Systems are provided the same height exemptions granted to building-mounted mechanical devices or equipment.
3. Aesthetics. Roof-Mounted Solar Energy System installations having panels facing the front yard must be mounted at the same angle as the roof's surface with a maximum distance of 18 inches between the roof and the highest edge of the system.
4. Roof-Mounted Solar Energy Systems that use the energy onsite or offsite that are not considered Commercial Solar Collections Systems (producing less than one (1) megawatt (MW) per hour of energy for the purpose of sale on the Power Grid) shall be exempt from site plan review under the local codes or other land use regulations.
5. Roof-Mounted Solar Energy Systems must allow adequate access for emergency responders in compliance with the International Residential Code (IRC-2015) Sections 324 and 907 and International Fire Code Section (IFC-2015) 605 and National Electric Code (NEC-2017) –Sec. 690.

- B. Ground-Mounted Solar Energy Systems.
1. Ground-Mounted Solar Energy Systems that are used for agricultural operations in an Agricultural District and produces no more than one hundred ten percent (110%) of on-farm energy use are exempt from site plan review.
  2. Height and Setback: Ground-Mounted Solar Energy Systems shall adhere to the setback requirements of the underlying district in which the system is located. No Ground-Mounted Solar structure may exceed twenty-five feet (25') in height.
  3. Lot Coverage: Systems are limited to 10 percent (10%) of lot coverage on a residential property. The surface area covered by Ground-Mounted Solar Panels shall be included in total lot coverage. Photovoltaic Systems and devices used for Agriculture are not limited to lot coverage if the system produces less than one hundred ten percent (110%) of the farm energy demand.
  4. All such accessory Systems shall be installed in the side or rear yards only. No Ground-Mounted Systems shall be installed in a front yard.

C. Permit required

1. No accessory photovoltaic structure shall be erected until a permit has been issued by the Code Enforcement Officer, who shall issue such permit in accordance with this local law, and the most current Town of Lawrence Land Use and Development Code.
2. Application must be made with the Town Clerk on forms approved by the Town. All information on the application form must be completed. In addition, the following information is also required to show that the design shall comply with the International Residential Code (IRC-2015) Sections 324 and 907 and International Fire Code Section (IFC-2015) 605 and National Electric Code (NEC-2017) –Sec. 690 to constitute a complete application:
  - a. A drawing showing the location of a clearly visible, accessible, and labeled disconnect on the exterior of the structure.
  - b. A drawing showing the location of the electric meter labeled that the structure is supplied by two sources.
  - c. On roof mounted systems a drawing must show the required setbacks for emergency responder access.
  - d. The equipment specification sheets shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are to be installed.

**Section 2.02 Approval Standards for Large-Scale Solar Systems as a Special Use.**

- A. Large-Scale Solar Energy Systems are permitted through the issuance of a special use permit subject to the requirements set forth in this Section, including site plan approval. Applications for the installation of a Large-Scale Solar Energy System shall be reviewed

by the Code Enforcement Officer and referred, with comments, to the Town Planning Board for its review and action, which can include approval, approval on conditions, and denial.

- B. A photovoltaic system on property used for agricultural operations within an Agricultural District that does not produce more than one hundred ten percent (110%) of the energy used for farm operations will be permitted as on-farm equipment and not require special permit review.
- C. Special Use Permit Application Requirements, for a special permit application, the site plan application is to be used as supplemented by the following provisions.
  - 1. 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.
  - 2. Blueprints showing the layout of the Solar Energy System signed by a Professional Engineer or Registered Architect shall be required.
  - 3. The equipment specification sheets shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are to be installed.
  - 4. Agricultural Data Statement. If a project utilizes farmland in an Agricultural District, the application shall include a completed St. Lawrence County Agricultural Data Statement.
  - 5. Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.
  - 6. Decommissioning Plan. To ensure the proper removal of Large-Scale Solar Energy Systems, a Decommissioning Plan shall be submitted as part of the application. Compliance with this plan shall be made a condition of the issuance of a special use permit under this Section. The Decommissioning Plan must specify that after the Large-Scale Solar Energy System has not used the electrical energy produced at that site for a twelve (12) month period and can no longer be used, it shall be removed by the applicant and any subsequent owner. The plan shall demonstrate how the removal of all infrastructure and the remediation of soil and vegetation shall be conducted to return the parcel to its original state prior to construction, and shall include the removal of all equipment above grade, and to a depth of 4' below grade. The soils shall also be decompacted to a depth of 2' below grade, regraded and reseeded to resemble its original state. If a system will be installed on farmland that has been drain tiled, the decommissioning plan shall include the installation of replacement drain tile. The plan shall also include an expected timeline for execution.
  - 7. Decommissioning Costs. A cost estimate detailing the projected cost of executing the Decommissioning Plan shall be prepared by a qualified, independent engineer who is licensed to practice in New York State. Said estimate shall be periodically reviewed, updated and resubmitted to the Town. A suggested update is between

two to five years for the lifetime of the system. Removal of Large-Scale Solar Energy Systems must be completed in accordance with the Decommissioning Plan. If the Large-Scale Solar Energy System is not decommissioned after being considered abandoned, the municipality may remove the system and restore the property and impose a lien on the property or utilize the Decommissioning Bond or Fund to cover these costs to the municipality.

8. Transfer in Ownership. In the event the system is sold, the applicant shall provide the Town with the name and contact information of the new owner within 30 days of the system being sold.

### **Section 2.03 Special Use Permit Standards.**

- A. Height and Setback. Large-Scale Solar Energy Systems shall not exceed twenty-five feet (25') in height.
- B. Lot Size. Large-Scale Energy Systems shall be located on lots with a minimum lot size of 5 Acres.
- C. Lot Coverage. A Large-Scale Solar Energy System that is ground-mounted shall not exceed eighty percent (80%) coverage of the lot on which it is installed. The surface area covered by Solar Panels shall be included in total lot coverage.
- D. All Ground Mounted Large-Scale Solar Energy Systems shall be enclosed by fencing to prevent unauthorized access. Warning signs with the owner's contact information shall be placed on the entrance and at inter-visible spacing along the perimeter of the fencing. Firefighting instructions must be provided to the Local Fire Department, along with a key to the Fire Chief for emergency entrance.
- E. The type of fencing shall be determined by the landowner and must be approved by Town of Lawrence Planning Board. The fencing and the system may be further screened by any landscaping needed to avoid adverse aesthetic impacts.
- F. Any application under this Section shall meet any substantive provisions contained in the most current Town of Lawrence Site Plan Review Regulations, in the judgment of the Town Planning Board, are applicable to the system being proposed. If none of the site plan requirements are applicable, The Town Planning Board may waive the requirement for site plan review.
- G. The Town of Lawrence may impose conditions on its approval of any special use permit under this Section in order to enforce the standards referred to in this Section or to discharge its obligations under the State Environmental Quality Review Act (SEQRA).
- H. All Large-Scale Energy Systems must follow current New York State Dept. of Agriculture and Markets "Guidelines for Agricultural Mitigation for Solar Energy Projects" if located on lands used for agricultural operations in an Agricultural District. For all proposed solar energy systems on farmland (both in and out of an Agricultural District), the site plan shall also identify current agricultural production activities on the farmland, any farmland improvements, and indicate the type and extent of prime soils that may be present. Large

scale solar energy systems should be concentrated away from, and minimize the displacement of active agricultural land and prime soils, prime if drained soils, and soils of statewide importance.

- I. Accommodating Compatible Agricultural Uses. To minimize the displacement of prime soils that are in agricultural production, Solar Energy Systems shall be designed to accommodate agricultural activities that are compatible in the lease area. The applicant shall submit language from the lease or a property maintenance contract that allows for the establishment of apiary operations and sheep grazing within the lease site.
- J. Transmission Lines. Any above ground transmission lines that are used to accommodate the system shall install utility poles that are tall enough to provide 18' of clearance as measured from the shortest distance between the electrical lines and finished grade, and installed at wider spans in order to readily accommodate farm machinery and equipment. The installation of guy wires to utility poles is discouraged.
- K. Cybersecurity. To minimize cybersecurity threats to the electrical grid, the applicant shall submit evidence that malware protection, detection and mitigation software or programming has been installed where electronic information exchanges take place between the solar array and the utility's distribution control system.

#### **Section 2.04 Abandonment and Decommissioning**

Solar Energy Systems are considered abandoned after twelve (12) months without use of the electrical energy generated at that site and must be removed from the property. Applications for an extension not exceeding a period of six (6) months may be requested and will be reviewed by the Code Enforcement Officer.

- A. Financial Assurance for Decommissioning Bond or Fund for Large Scale Energy Systems. The applicant and his successors and assigns shall continuously maintain a bond or fund in the amount of the decommissioning costs according to this section: It will be payable to the Town for the removal and restoration of the non-functional or inoperable device.
- B. This financial assurance will be in place before the commencement of construction and will be in the amount of the net decommissioning costs, to be determined by a qualified independent engineer licensed to practice in the State of New York, at the applicant's expense. This estimate is then reviewed by an engineer hired by the Town at the applicant's expense. This estimate will be determined and reviewed every two years.
- C. This financial assurance may be in the form of a letter of credit, a bond, escrow account, a parent guarantee or other form approved by the Town. The Applicant will make an initial deposit of an amount determined by the Town Board to the fund. A Special Permit application will not be processed until proof of deposit has been provided by the Applicant. All costs of this financial assurance shall be borne by the Applicant.

### **Section 2.05 Enforcement**

Any violation of this Solar Energy Law shall be subject to the same civil and criminal penalties provided for in the most current Town of Lawrence Land Use and Development Code.

### **Section 2.06 Severability**

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision or phrase of the aforementioned sections as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision or phrase, which shall remain in full force and effect.

In the event of a change in equipment being added or subtracted to any project, (such as solar storage batteries) additional approval will be required by the Town Code Officer, Town Planning Board and the Town Board of the Town of Lawrence. With the right to approve, disapprove or approve with conditions.

EXHIBIT B-2

DECOMMISSIONING PLAN

See attached.



# New York Community Solar Facility Decommissioning Plan

September 2020

Prepared For:  
**Town of Lawrence, NY**

**GSPP 409 Ferris Road, LLC**  
1 Landmark Square  
Suite 320  
Stamford, CT 06901

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### 1. Introduction

GSPP 409 Ferris Road, LLC (“**GSPP**”) proposes to build a 5.0 megawatt (MW) AC solar array (“**Solar Facility**”) to take part in New York State’s Community Solar initiative. This solar facility is planned to take up approximately 28.18 acres, located on a 229.60 -acre parcel owned by Jerome D. Crinklaw and Angela Crinklaw (“**Facility Site**”).

This Decommissioning Plan (“**Plan**”) provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including; activities related to the restoration of land, the management of materials and waste, projected costs, and a decommissioning fund agreement overview.

The Solar Facility will have a maturity date of twenty-five (25) years; however, a typical Solar Facility has an estimated useful lifetime of 30 years or more. This Plan assumes that the Solar Facility will be dismantled, and the Facility Site restored to a state similar to its pre-construction condition at the 25-year maturity date. The Plan also covers the case of the abandonment of a Solar Facility, for any reason; prior to the 25-year maturity date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, substation, transformers, energy storage system and other electrical equipment;
- Access roads, wiring cables, communication tower, perimeter fence; and,
- Concrete foundations.

This decommissioning plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

**2. The Proponent**

GSPP 409 Ferris Road, LLC (“GSPP”) will manage and coordinate the approvals process. GSPP will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. GSPP will build a long-term relationship with the community hosting the Solar Facility and GSPP will be committed to the safety, health, and welfare of the townships.

Contact information for the proponent is as follows:

**Full Name of Company:** GSPP 409 Ferris Road, LLC

**Contact:** Scott Kerner

**Address:** 1 Landmark Square  
Suite 320  
Stamford, CT 06901

**Telephone:** [REDACTED]

**Email:** [REDACTED]

**2.1 Project Information**

**Address:** 409 Ferris Road, Nicholville, NY 12965

**Tax ID:** 57.001-2-3.2

**Project Size (Estimated):** 5.0 MW AC

**Landowner:** Jerome D. Crinklaw & Angela Crinklaw

**Own/Lease:** Lease

### **3. Decommissioning of the Solar Facility**

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. The Facility Site will be restored to a state similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired. The decommissioning shall be completed during a period to last no longer than six (6) months unless reasonably extended per mutual written agreement between GSPP and the Landowner. The decommissioning period shall begin at the end of the latest of a) 25 years measured from when the system is capable of delivering energy for four (4) continuous hours using such instruments and meters as have been installed for such purposes and the Solar Facility has been approved for interconnected operation by the local distribution company (“Substantial Completion”), b) 30 years measured from Substantial Completion if GSPP elects to extend their 25 year lease term with the Landowner for one period of 5 years, or c) 35 years measured from Substantial Completion if GSPP elects to extend their 25 year lease term with the Landowner for two periods of 5 years each.

#### **3.1 Equipment Dismantling and Removal**

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold on the market. Although the PV modules will not be cutting edge technology at the time of decommissioning, they are estimated to still produce approximately 80% of the original electricity output at year 25 and add value for many years.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations shall be removed and disposed off-site by an approved facility.
7. Fencing shall be removed and will be disposed off-site by an approved facility.

#### **3.2 Environmental Effects**

Decommissioning activities, particularly the removal of project components could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Facility Site.

Road traffic will temporarily increase due to the movement of decommissioning crews and

equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to the project location. Work will be undertaken during daylight hours and conform to any applicable restrictions.

### **3.3 Site Restoration**

Through the decommissioning phase, the Facility Site will be restored to a state similar to its pre-construction condition.

All project components (discussed in **Table 1**) will be removed. Rehabilitated lands may be seeded with a low-growing species such as clover to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

### **3.4 Managing Materials and Waste**

During the decommissioning phase a variety of excess materials and wastes (listed in **Table 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate facility. GSPP will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

GSPP will be responsible for the logistics of collecting and recycling the PV modules and to minimize the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. Due to a recent increase in the use of solar energy technology, a large number of panels from a variety of projects will be nearing the end of their lifespan in 15 - 25 years. It is anticipated there will be more recycling options available for solar modules at that time. GSPP proposes to determine the best way of disposing of the solar modules using best management practices at the time of decommissioning. **Table 1: Management of Excess Materials and Waste**

<b>Material/Waste</b>	<b>Means of Managing Excess Materials and Waste</b>
PV panels	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled.
Metal array mounting racks and steel supports	These materials will be disposed off-site at an approved facility.
Transformers and substation components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.

Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be Disposed of in accordance with the standards of the day.
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused As fill for construction. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the aggregate, a large portion of the geotextile will be “picked up” and sorted out of The aggregate at the aggregate reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or approved disposal facility.
Cables and wiring	The electrical line that connects the substation to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

**3.5 Decommissioning Notification**

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. The local municipality in particular will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, GSPP will update their list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

**3.6 Approvals**

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow standards of the day. GSPP will ensure that any required permits are obtained prior to decommissioning.



This Decommissioning Report will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

**4. Costs of Decommissioning**

The costs below are the current estimated costs to decommission a 5.00 MW AC Solar Facility based on guidance from NYSERDA and estimates from the the New York Solar market. The salvage values of valuable recyclable materials (aluminum, steel, copper, etc) are not factored into the below costs.

409 Ferris Road, Nicholville, NY 12965	
AC Size (MW)	5.00 MW AC
Inflation Rate	2.00%

2020 Cost: \$143,658  
2044 Cost: \$231,065

**5. Decommissioning Fund**

Although GSPP intends to perform the decommissioning required under this Decommissioning Plan, unforeseen circumstances, such as GSPP selling the Project to another party, or GSPP going out of business, are possible. In the event GSPP declares bankruptcy, GSPP goes out of business, or GSPP sells, transfers or assigns its rights, the successor to GSPP rights shall be required to assume the obligations to decommission the facility in accordance with this plan and to keep the surety bond described below in full force and effect during the useful life of the facility.

The initial amount of the surety will be based on the estimated cost to decommission a 5.00 MW AC solar facility based on the guidelines from New York State Energy Research and Development Authority and estimates from the New York Solar Market.

IN WITNESS WHEREOF, the parties hereto have executed this decommissioning plan, as a sealed instrument, as of the day and year first above written.

Town of Lawrence:

[Redacted]

By: *[Signature]*  
Title:  
Date: *6/09/2021*

TENANT:

GSPP 409 Ferris Road, LLC  
By: GSPP Holdco II, LLC, its Manager

[Redacted]

By:  
Name: *Scott Kerner*  
Title: Manager  
Date: *6/16/21*

Component/Activity	Unit	Quantity	\$/Unit Price	2020 Cost	2044 Cost
Fence Removal	LF	3,539	\$ 3.00	\$ 10,616	\$ 17,075
PV Modules	Module	17,424	\$ 3.00	\$ 52,272	\$ 84,076
Switchgear/Disconnects/Transformer	Lump Sum	5	\$1,000.00	\$ 5,000	\$ 8,042
Inverters	Each	40	\$ 150.00	\$ 6,000	\$ 9,651
Wire	LF	30,643	\$ 0.25	\$ 7,661	\$ 12,322
Racking Frame	Frame	561	\$ 65.00	\$ 36,470	\$ 58,660
Racking Posts	Post	3,062	\$ 2.00	\$ 6,123	\$ 9,849
Concrete Removal	SF	4,839	\$ 3.00	\$ 14,516	\$ 23,348
Site Repair and Reseeding	Lump Sum	1	\$5,000.00	\$ 5,000	\$ 8,042
<b>Total Removal Costs</b>				<b>\$ 143,658</b>	<b>\$ 231,065</b>

Salvage Value	Unit	Quantity	\$/Unit Price	2020 Value	2044 Value
Fencing - Posts	Posts	3,062	\$ 2.00	\$ 6,123	\$ -
Fencing - Chain Link	SF	3,539	\$ 0.10	\$ 354	\$ -
PV Modules	Module	17,424	\$ 4.00	\$ 69,696	\$ -
Switchgear/Disconnects/Transformer	Transformer	5	\$2,000.00	\$ 10,000	\$ -
Inverter	Inverter	40	\$ 50.00	\$ 2,000	\$ -
Wire	LF	30,643	\$ 0.20	\$ 6,129	\$ -
Racking Frame and Posts	Gross Tons	164	\$ 100.00	\$ 16,400	\$ -
<b>Total Salvage Value</b>				<b>\$ -</b>	<b>\$ -</b>

**Net Decommissioning Cost** \$ 143,658 \$ 231,065

SCHEDULE A

PILOT PAYMENTS SCHEDULE

The subject properties are identified as Tax ID Number 57.001-2-3.2

The payments described in this Schedule A relate only to the Land and the improvements to be made thereon. The "Land" refers solely to the 33.0 acre portion of the approximately 229.6 acre parcel of land and the improvements to be made thereon. As noted above, the Land has been assigned Tax ID Number 57.001-2-3.2. The underlying land and existing structures comprising the approximately 229.6 acre parcel shall be unaffected by and not subject to the terms of this Payment in Lieu of Tax Agreement.

The Agency would bill the Company the amounts estimated in the table below for the benefit of the taxing jurisdictions listed therein based upon their respective pro rata shares for the current tax year.

**PAYEES:** 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, 2022

**TAX YEAR BEGINNING:** School District 2022/2023

Town and County 2023

**BASE AMOUNT:** \$5,000 per MW for Year 1, resulting in \$25,000 to the School District, Town and County, on a pro rata basis for year 1.

**ANNUAL INCREASE:** Payments under the PILOT Agreement would increase annually by 2% during the term of the PILOT Agreement.

**TERM:** PILOT Agreement term would be twenty (20) years.

<b>YEAR</b>	<b>SCHOOL</b>	<b>TOWN/COUNTY</b>	<b>ESTIMATED PAYMENT</b>
1	2022/2023	2023	\$25,000.00
2	2023/2024	2024	\$25,500.00
3	2024/2025	2025	\$26,010.00
4	2025/2026	2026	\$26,530.20
5	2026/2027	2027	\$27,060.80
6	2027/2028	2028	\$27,602.02
7	2028/2029	2029	\$28,154.06
8	2029/2030	2030	\$28,717.14
9	2030/2031	2031	\$29,291.48
10	2031/2032	2032	\$29,877.31
11	2032/2033	2033	\$30,474.86
12	2033/2034	2034	\$31,084.36
13	2034/2035	2035	\$31,706.04
14	2035/2036	2036	\$32,340.20

<u>YEAR</u>	<u>SCHOOL</u>	<u>TOWN/COUNTY</u>	<u>ESTIMATED PAYMENT</u>
15	2036/2037	2037	\$32,986.97
16	2037/2038	2038	\$33,646.70
17	2038/2039	2039	\$34,319.64
18	2039/2040	2040	\$35,006.04
19	2040/2041	2041	\$35,706.16
20	2041/2042	2042	\$36,420.28



## **Project Narrative – GSPP 409 Ferris Road, LLC**

Green Street Power Partners, LLC, is submitting this application on behalf of the applicant, GSPP 409 Ferris Road, LLC (the “Applicant”), for financial assistance related to a proposed 5 megawatt (MW) AC solar photovoltaic energy system (the “Project”) located in the Town of Lawrence. The Project has undergone environmental review in accordance with the State Environmental Quality Review Act (SEQR) with the Town of Lawrence Town Board acting as lead agency and has been issued a Negative Declaration of Environmental Impact.

The Project covers approximately 34 acres of the property located at 409 Ferris Road in the Town of Lawrence, Hamlet of Nicholville, NY and will be comprised of Tier 1 modules in a single axis tracker setup, equipment pads for transformers, and a gravel access road coming off Ferris Road. The Project will be installed to maximize production and output, while minimizing the disturbance of any soils. At the end of the project life, the Project 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 sold to consumers in the form of energy credits that can go towards offsetting said consumer’s monthly electricity bill. This process is referred to as community solar, as this Project will be participating in New York State’s Community Solar Program. Under the New York State’s Community Solar Program, anywhere between 60%-100% of the electricity produced can be sold to residential customers. Up to 40% of the electricity produced can be sold to one or multiple large users (e.g., schools, hospitals, municipal buildings). This proposed project is expected to generate approximately 8,378,000 kilowatt hours of electricity in its first year of operation. Considering a minimum of 60% and a maximum of 100% of this electricity being distributed to residential customers who use an average of 10,909 kilowatt hours per year per household, there will be anywhere from approximately 480 and up to 768 households participating in the community solar aspect of this project. These households can save anywhere from 5%-10% off their monthly electricity bill.

Third party contractors will be used for the ongoing operation and maintenance of the Project, which will include electrical maintenance of the equipment to ensure optimal output and production throughout the year and vegetation management. Applicant will use local labor when possible. Overall, the Project offers multiple benefits to the St. Lawrence County community.

**Green Street Power Partners, LLC**  
**1 Landmark Square, Suite 320, Stamford, CT 06901**  
**203 496-8950**



There has been a significant drop in energy prices in Load Zone D due to the Value of Distributed Resources (VDER) rate being decreased . The previous price was 0.0726 cents per kilowatt hour and it has since been reduced to 0.0686 cents per kilowatt hour. This seemingly small drop in power prices, compounded over 25 years, greatly impacts the projected value of energy the Project will produce. Therefore, Applicant is requesting a Payment in Lieu of Taxes Agreement for an amount of \$2,250 per MW. Applicant is willing to forego the sales tax exemption granted on the purchase of eligible materials in consideration of the assistance from the St. Lawrence County IDA. Thank you for your time and consideration.



# St. Lawrence County Industrial Development Agency Application for Assistance (revised 12/2018)

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the USDA, Director, Office of Civil Rights, Washington, D.C. 20250.

## INSTRUCTIONS

1. The Agency will not take action on any application unless, in the judgment of the Agency, said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Please answer all questions using "None" or "Not Applicable" where the question is not appropriate to the project which is the subject of this application ("the Project"). If more space is needed to answer a question, please attach a separate sheet.
3. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of Public Officers Law.
4. The applicant will be required to pay the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. If applicable, the costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered a part of the project and included as a part of the resultant bond issue.
5. The Agency has established a project fee for each type of project in which the Agency participates. Unless the Agency agrees in writing to the contrary, this project fee is required to be paid by the applicant at or prior to the granting of any financing assistance by the Agency.

## FEE SCHEDULE

The forms of assistance listed below have a fee of 1% of the total bond series or project cost benefited by the Agency assistance, as applicable. A non-refundable fee of \$2,000 is payable to the SLCIDA at the time the application is submitted which will be credited toward the total fee at closing. If you are applying for multiple types of assistance only one fee of \$2,000 is due.

- Tax Exempt Industrial Revenue Bonds – Complete Appendix A & B
- Payment in Lieu of Taxes (PILOT) – Complete Appendix B
- Mortgage Recording Tax Exemption – Complete Appendix B
- Sales and Use Tax Exemption – Complete Appendix B

## Applicant/Company Information

Applicant Name:	<u>GSPP 409 Ferris Road, LLC</u>	Federal ID#:	<u>                    </u>
Address:	<u>1 Landmark Square</u>	Contact Name:	<u>Scott Kerner</u>
	<u>Suite 320</u>	Contact Title:	<u>                    </u>
City/State/Zip:	<u>Stamford, CT 06901</u>	Contact Email:	<u>                    </u>
Telephone:	<u>                    </u>	Cell:	<u>                    </u>
Alternate Phone:	<u>                    </u>	Fax:	<u>                    </u>

Will the proposed project be located within the municipality of the applicant's current operations?  Yes  No  N/A

### FORM OF ENTITY:

- Privately Held Corporation
- Public Corporation (Listed as \_\_\_\_\_ on \_\_\_\_\_ Exchange)
- Limited Liability Company
- Partnership:  General  Limited      Number of Partners: \_\_\_\_\_ General \_\_\_\_\_ Limited
- Other: \_\_\_\_\_

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



If the entity is a Corporation, Limited Liability Company or Partnership:

Date Established: April 1, 2020 Place of Organization: New York SIC Code: 4911

If the entity is currently located outside New York State, is it authorized to do business in New York State?  Yes  No  
 N/A

Principal Officers:

Name	Title
_____	_____
_____	_____
_____	_____

Principal Owners with 10% or more in equity holdings with a percentage ownership:

Name	Percentage
_____	100%
_____	_____
_____	_____
_____	_____

Is the Company, or are the owners of the Company, involved in any lawsuits which could have a financial impact on the Company?  Yes  No

Has the Company, or any of its owners, ever been involved in bankruptcy?  Yes  No

Are the owners of the Company citizens of the United States?  Yes  No

Has the Applicant (or any related company) been involved in any prior financing, whether by this Agency, or by a financial institution, in the county in which this project is located?  Yes  No

If yes, please explain:

Bank References:

Major Trade References:

_____	_____
_____	_____
_____	_____

Legal Counsel: Debi Galler

Contact: \_\_\_\_\_

Address: 1830 East Park Avenue, Suite 201

City/State/Zip: Tallahassee, FL 32301

Telephone: [REDACTED]

Contact Email: [REDACTED]

Are there any concerns that may be regarded as parent companies, subsidiaries, or affiliates of the Company, including concerns in which the Company or any of its principals holds an interest greater than 5%?  Yes  No

If yes, please provide a list of names and addresses of all concerns. Attach additional pages as needed.

Name:	_____
Address:	_____
City/State/Zip:	_____
Nature of Relationship:	_____ % Ownership

## Business History

Provide a brief history of the Company including changes in ownership operations, overview of operating performance, location and size of current operations, products and/or services, major accounts, principal competitors, and major events affecting sales and/or expenses:

The company was formed for the sole purpose of the photovoltaic solar array and the electricity the array will produce.

## Site Information

Project Address: 409 Ferris Road  
 City/State/Zip: Lawrence, NY 12967  
 Town: Lawrence  
 Village/City: \_\_\_\_\_  
 School District: Brasher-Falls School District  
 Tax Map Parcel: 57.001-2-3.2

Note utilities currently on site:  
 Municipal Water       Municipal Sewer  
 Electric                       Telecom  
 Gas  
 Other:  
 Other:

Who is the current legal owner of the proposed site?	Jerome D. Crinklaw and Angela M. Crinklaw
What is the size of the existing facility and site, if applicable?	N/A
What is the size of the proposed facility and site?	The proposed facility is approximately 34 acres
What is the current zoning of the project site?	The Town of Lawrence currently has no comprehensive zoning regulations
Does the project require local planning or permitting approvals?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain: Project requires a special use permit and site plan approval by the town of Lawrence Town Board and a building permit	
Will the project meet zoning regulations after completion?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, explain what zoning changes will be needed:	
Identify any Federal, State or local regulatory agencies or boards that will need to approve your project, or will oversee your operations: St. Lawrence County Planning Board, NY DEC, NY SHPO	
Will a site plan application need to be filed? If yes, please include a copy, if prepared.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the company completed the required SEQR application?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If yes, what is the date of the application?	August 12, 2020

## Project Description

**Description of the project:** (check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> New construction                                     | <input type="checkbox"/> Purchase of new machinery and equipment |
| <input type="checkbox"/> Addition to an existing facility                     | <input type="checkbox"/> Refinancing of an existing project      |
| <input type="checkbox"/> Renovation and modernization of an existing facility | <input checked="" type="checkbox"/> Other: Renewable Energy      |
| <input type="checkbox"/> Acquisition of an existing facility                  | <input type="checkbox"/> Other:                                  |

**Project Type for all end users at project site:** (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Industrial                          | <input type="checkbox"/> Facility For Aging              |
| <input type="checkbox"/> Back Office                         | <input type="checkbox"/> Multi-Tenant                    |
| <input type="checkbox"/> Retail                              | <input type="checkbox"/> Equipment Purchase              |
| <input type="checkbox"/> Acquisition of an existing facility | <input type="checkbox"/> Civic Facility (not for profit) |
| <input type="checkbox"/> Mixed Use                           | <input type="checkbox"/> Commercial                      |
| <input type="checkbox"/> Housing                             | <input type="checkbox"/> Other:                          |

What is the proposed commencement date of construction or acquisition of the project?    October 15, 2021

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 June 2022

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 photovoltaic solar energy system. The Project covers approximately 34 acres of the property located at 409 Ferris Road in the Town of Lawrence, Hamlet of Nicholville, NY and will be comprised of Tier 1 modules in a single axis tracker setup, equipment pads for transformers, and a gravel access road coming off Ferris Road. The Project will be installed to maximize production and output, while minimizing the disturbance of any soils. At the end of the project life, the Project 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 sold to consumers in the form of energy credits that can go towards offsetting said consumer's monthly electricity bill. This process is referred to as community solar, as this Project will be participating in New York State's Community Solar Program.

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

Yes  No

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?  Yes (*complete shaded box below*)  No

If the answer to the previous question is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? \_\_\_\_\_

If more than 33.33%, indicate whether any of the following apply to the Project:

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

If yes, please explain: \_\_\_\_\_

Would the Project occupant, 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 available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?  Yes  No

If yes, please explain: \_\_\_\_\_

Is the proposed project a Franchise?  Yes  No

*If Yes, please provide a Franchise Agreement.*

Will the Project be located in a census 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 at least 20% of household receiving public assistance, and 2) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year in which the data relates?  Yes  No

If yes, please explain: \_\_\_\_\_

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?  Yes  No

If yes, will this other facility or company be closed or have operations reduced as a result of this proposed project?

Yes  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  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: \_\_\_\_\_

Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York?  Yes  No  
 If yes, please explain: \_\_\_\_\_

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

Does the project involve pollution control or processing primarily for solid waste disposal?  Yes  No  
 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?  
 Yes  No

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.

<b>COMPANY INFORMATION: (Prior to Closing)</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/> N/A	Entity formation documents as appropriate (DBA Certificate, Articles of Incorporation, Bylaws, Certificate of Formation, Operating Agreement, Partnership Agreement)
<input checked="" type="checkbox"/>	<input type="checkbox"/> N/A	Copy of Environmental Assessment Forms (Agency will provide assistance as needed)
<b>FINANCIAL INFORMATION:</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/> 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.
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	Company Annual Reports (form 10-k) for the two most recent fiscal years
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A	Quarterly reports and current reports since most recent Annual Report, if any

**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	\$0.0		Acres
Building Purchase	\$0.00		Square Feet
Construction or Renovation (Materials)	\$3,805,312		
Construction or Renovation (Labor)	\$782,849		
Site Work	\$393,399		
Machinery & Equipment	\$0.00		
Furniture & Fixtures	\$72,500		
Working Capital/Inventory	\$210,937		
Other:	\$3,405,003		
<b>Subtotal Project</b>	<b>\$8,670,000</b>		
Legal Fees (Other than Company's Attorney)	\$0.00		
Agency's Fee (1% of Bond or Benefited Project Amount)			
<b>Subtotal Project</b>	<b>\$ 8,670,000</b>		

**Sources of Funding:**

Source	Amount	Rate	Term	Percentage
Company Equity				
Bank Loan				
SLCIDA-LDC Loan				
Other:				
Other:				
Other:				
Other:				
<b>Total</b>	<b>\$</b>	<b>%</b>		<b>100%</b>

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: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Title: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Lender: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Title: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

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.

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

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

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

## 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; follow-ups; 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:

1. sale or closure of a facility;
2. significant reduction in employment levels;
3. significant change in use of facility;
4. significant change 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;
5. 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:

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

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



## APPENDIX A – Bond Financing

Please complete this section if you are applying for Bond Financing.

Bond Counsel:

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Bond Counsel Contact: \_\_\_\_\_

Bond Counsel Contact Email: \_\_\_\_\_

If the Company is asking the Agency to issue its qualified small issue private activity bonds (colloquially known as “small issue IDBs”), what is the dollar value of “capital expenditures” (as determined in accordance with the provisions of the Internal Revenue Code) that the Company or any related company or person, has expended/will expend within this County?

Over the last three years ..... \_\_\_\_\_

During the present year (20 ) ..... \_\_\_\_\_

First year after project completion ..... \_\_\_\_\_

Second year after project completion ..... \_\_\_\_\_

Third year after project completion ..... \_\_\_\_\_

Has the company made any arrangements for the marketing or purchasing of the bonds?  Yes  No

If yes, please provide information:

What is your total estimated interest expense (assuming taxable interest)? \_\_\_\_\_

What is your total estimated interest expense (assuming tax exempt interest rate)? \_\_\_\_\_

## APPENDIX B

Please complete this section if you are applying for any of the following:  
 Lease Transaction, Bond Financing ▪ Payment in Lieu of Taxes  
 Mortgage Recording Tax Exemption ▪ or ▪ Sales and Use Tax Exemption.

**MORTGAGE RECORDING TAX EXEMPTION BENEFIT:** Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (Include sum total of construction/permanent/bridge financing): \$ N/A

Estimated Mortgage Recording Tax Exemption benefit  
 (product of mortgage amount as indicated above multiplied by .0075%): \$ N/A

**SALES AND USE TAX:** Gross amount of costs for goods and services that are subject to the 8% State and Local Sales and Use Tax in St. Lawrence County – said amount to benefit from the Agency's Sales and Use Tax exemption benefit.

**ESTIMATED COSTS ELIGIBLE FOR SALES TAX EXEMPTION BENEFIT:** N/A

Construction/Renovation: Materials	
Site Work	
Non-Manufacturing Equipment	
Furniture & Fixtures	
Machinery & Equipment	
Construction/Renovation: Labor	
Other:	
Other:	
<b>Total</b>	\$

Estimated State and Local Sales and Use Tax Benefit (product of .08 multiplied by the total figure above): \$ \_\_\_\_\_

**INFORMATION FOR ESTIMATED REAL PROPERTY TAX EXEMPTION BENEFIT:**

What is the pre-project assessment of the property? \$24,269  
 What is the estimated post-project assessment? TBD  
 What is the property tax ID# 57.001-2-3.2

**ESTIMATED OTHER BENEFITS:**

**Sales Tax Revenue**

If the project will result in the manufacturing or selling of a new product, estimate the amount of annual sales taxes that will be generated on retail sales of the new product. Otherwise, enter "N/A" N/A

If the project will result in increased production or sales of an existing product, estimate the amount of annual sales tax that will be generated on the retail sales of the increased production. Otherwise, enter "N/A". N/A

**Real Property Taxes**

Estimate the amount of annual real property taxes that will be payable on the Project (at the end of the PILOT Agreement, if any). Otherwise, enter "N/A". \_\_\_\_\_

**REAL PROPERTY TAX BENEFIT:** Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: \_\_\_\_\_

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT depicted on **Cost/Benefit Analysis** attached.

What other 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 an existing facility.
- This project will result in the reoccupation of a formerly-vacant building.
- This project directly contributes to "green" or "environmentally friendly" technology.
- This project will result in bringing new inventions, licenses or products to market.

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. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the project receives any financial assistance from the Agency, except as otherwise provided by collective bargaining 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. Annual Sales Tax Filings. 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. Quarterly Employment Reports. 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. Absence of Conflicts of Interest. 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. Hold Harmless. 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. Recapture. 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. Affirmation. 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 its 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.

The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement with the Project.

The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as the information acquired by deponent in the course of his duties as an officer of and from the books and papers of said corporation.

As an officer of said Corporation (hereinafter referred to as the "applicant") deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the St. Lawrence County Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached whether or not the application, the project it describes, the attendant negotiations and ultimately the necessary issue of bonds are ever carried to a successful conclusion. If, for any reason whatsoever, the applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels, or neglects the application or if the Agency or Applicant are unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs involved in conduct of the application, up to that date and time, including but not necessarily limited to fees of bond counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the required bond issue, the Applicant shall pay to the Agency an administrative fee set by the Agency and not to exceed an amount equal to **1% of the total project cost benefited by the Agency's assistance**. The cost incurred by the Agency and paid by the applicant, including bond counsel and Agency general counsel fees, and the administrative fee, may be considered as a cost of the project and included as part of the resultant bond issue. The \$2,000.00 application fee shall be credited toward this amount.

**CERTIFICATION:**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That I am the \_\_\_\_\_ (Corporate Officer Title) of \_\_\_\_\_ (Officer of Company Submitting Application) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

\_\_\_\_\_  
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

**SAMANTHA LENNON**  
**NOTARY PUBLIC OF CONNECTICUT**  
**Comm. # \_\_\_\_\_**  
**My Commission Expires 8/31/2022**



### **Site Plan Application – GSPP 409 Ferris Road, LLC**

The Town of Lawrence had been in the process of creating a town solar law when they were approached by Green Street Power Partners, LLC to initiate development of the GSPP 409 Ferris Road, LLC project.

Without a site plan approval application in place for such an action GSPP 409 Ferris Road, LLC was instructed to submit both a site plan and part 1 of the EAF to act as a site plan application while the town finalized their local solar law.

GSPP 409 Ferris Road, LLC received conditional Special Use approval and site plan approval before the finalization of the now enacted local law 02 of the year 2020.

Attached to this application is the site plan and part 1 of the EAF that was submitted to the town to receive site plan approval.

(Note: the EAF mentions Omni Navitas Holdings, LLC, as they had previously acted as an agent on behalf of Green Street Power Partners, LLC.)

**Green Street Power Partners, LLC**  
**1 Landmark Square, Suite 320, Stamford, CT 06901**  
**203 496-8950**

# TOWN OF LAWRENCE Planning Board

11403 US Highway 11  
North Lawrence, NY 12967  
John H. LaShomb Sr.; Chairman

October 19, 2020

Cory McCandless, Project Manager

OMNI Navitas Solar Energy Development

75 Central Street Floor 3, Boston, MA 02109

On October 15, 2020, the Town of Lawrence Planning Board reviewed the proposed Solar Project agreement between Jerome D. and Angela Marie Crinklaw and GSPP 409 Ferris Road, LLC. The Planning Board has taken final action approving the project with conditions. The project received a full majority vote of the Town of Lawrence Planning Board.

The Project at 409 Ferris Rd. will follow local zoning law 2-2020. The 409 Ferris Road Project will be granted Conditional Approval for a Special Use Permit and Site Plan Review. Condition for starting construction will be determined by the recommendation from the Town of Lawrence attorney, Roger B. Linden, as to the need of an independent third party engineer to examine the submitted decommissioning cost estimate to insure it is sufficient to implement the decommissioning plan.

Mutual agreements were reached between Omni (Cory McCandless) and the Planning Board based on the recommendations of St. Lawrence County Planning Board as follows:

1. The use of agricultural land and 9 acres of woodland (the Crinklaw land is not prime agricultural land).
2. Access road to be 20' wide.
3. Keep three (3) utility pole lines 18' or higher from ground level.
4. Submit evidence that malware detection is installed and listed in the impact study equipment list.

Sincerely,



John H. LaShomb Sr., Chairman

Town of Lawrence Planning Board

**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: GSPP 409 Ferris Road, LLC		
Project Location (describe, and attach a general location map): 409 Ferris Road, Lawrence, NY 12965		
Brief Description of Proposed Action (include purpose or need): The proposed action involves construction of a 5-megawatt (MW) solar farm on 32.85 acres of an existing 229.6-acre parcel located on 409 Ferris Road in the town of Lawrence, New York. The action includes construction of a 20-foot wide grave access road off of Ferris Road, solar panel array, transformers, fences, poles and inverters. Upon completion, the proposed projects will provide up to 5 MW of renewable power to the existing electrical grid via an interconnection point on 409 Ferris Road.		
Name of Applicant/Sponsor: GSPP 409 Ferris Road, LLC		Telephone: [REDACTED]
		E-Mail: [REDACTED]
Address: 75 Central Street, 3rd Floor		
City/PO: Boston	State: MA	Zip Code: 02109
Project Contact (if not same as sponsor; give name and title/role): Cory McCandless		Telephone: [REDACTED]
		E-Mail: [REDACTED]
Address: 75 Central Street, 3rd Floor		
City/PO: Boston	State: MA	Zip Code: 02109
Property Owner (if not same as sponsor): Jerome D. Crnkaw and Angela Marie Crnkaw		Telephone: [REDACTED]
		E-Mail: [REDACTED]
Address: 409 Ferris Road		
City/PO: Nchove	State: NY	Zip Code: 12965

**B. Government Approvals**

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Spec a Use Perm t - Town P ann ng Board S te P an Rev ew - Town P ann ng Board	Summer 2020
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Code Enforcement/Bu d ng Dept. - Bu d ng Perm t	Summer 2020
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	S te P an Rev ew - County P ann ng Board	Summer 2020
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC - Stormwater Genera Perm t NYSERDA Megawatt B ock a ocat on	Summer 2020 Summer 2020
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

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

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

**C.2. Adopted land use plans.**

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

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

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_



**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Property Class: 112 - Dairy Farm

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

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

**C.4. Existing community services.**

a. In what school district is the project site located? Brasher Falls school district

b. What police or other public protection forces serve the project site?  
NY State Police Department

c. Which fire protection and emergency medical services serve the project site?  
Brasher-Wadsworth Fire Department, Hopkinton Fort Jackson Fire, and Tower Health Center

d. What parks serve the project site?  
Fort Jackson State Park and Buckton State Park

**D. Project Details**

**D.1. Proposed and Potential Development**

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

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 32.85 acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ 7.09 acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 229.6 acres  
*The 32.85-ac project site includes the area within the fence line and access road which is located on a 229.6-ac parcel. Limited physical disturbance will occur on 7.09 acres which includes tree removal, utility poles, supports, transformer pads, and gravel access road.*

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

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

e. Will the proposed action be constructed in multiple phases?  Yes  No  
i. If No, anticipated period of construction: \_\_\_\_\_ 6 months  
ii. If Yes:  
• Total number of phases anticipated \_\_\_\_\_  
• Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
• Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_

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

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

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

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

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

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

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

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

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

**D.2. Project Operations**

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

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

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

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

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

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_

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

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

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

viii. Will the excavation require blasting?  Yes  No

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

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

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_

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

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No  
If Yes, describe: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

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

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 Heavy construct on equipment and vehicles during construction on \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 N/A  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 N/A

g. Will any air emission sources named in D.2 f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

Impervious surface constitutes 0.15 acres and includes utility poles, supports, transformer pads, and gravel access road.

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_  
 \_\_\_\_\_

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j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

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k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

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

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 7AM - 7PM</li> <li>• Saturday: _____ 7AM - 7PM</li> <li>• Sunday: _____ 7AM - 7PM</li> <li>• Holidays: _____ 7AM - 7PM</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ Unmanned 24/7 operat on</li> <li>• Saturday: _____ Unmanned 24/7 operat on</li> <li>• Sunday: _____ Unmanned 24/7 operat on</li> <li>• Holidays: _____ Unmanned 24/7 operat on</li> </ul>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 General vehicle/equipment noise during construction. Construction hours will be Monday-Sunday 7AM-7PM.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_

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n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. 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, dark sky compliant, motion detecting light will be installed at the solar panel array's entrance approximately 380 feet away from the nearest occupied structure.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_

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o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

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r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ General construction debris tons per \_\_\_\_\_ 6 months (unit of time)  
 • Operation: \_\_\_\_\_ N/A tons per \_\_\_\_\_ N/A (unit of time)  
**Debris will include pallets for solar equipment and packaging. There will not be large amounts of construction debris.**

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 and  
 \_\_\_\_\_  
 • Operation: N/A  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

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t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

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

a. Existing land uses.

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

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)

Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe:  
 Predominate y rura and agr cu tura uses \_\_\_\_\_

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b. Land uses and coverytypes on the project site.

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.15	+0.15
• Forested	8.67	0	-8.67
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	4.52	+4.52
• Agricultural (includes active orchards, field, greenhouse etc.)	24.18	0	-24.18
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Area occup ed by so ar arrays, beneath and between the arrays s vegetated</u>	0	28.18	+28.18

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

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
\_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_



v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 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:

Ka u r a h f n e s a n d y o a m	_____	39.9 %
M n o f n e s a n d y o a m	_____	17.4 %
C r o g h a n s a n d	_____	9.8 %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 1.2 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	0.4 % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	_____	57.4 % of site
<input checked="" type="checkbox"/> Poorly Drained	_____	42.1 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	100 % of site
<input type="checkbox"/> 10-15%:	_____	_____ % of site
<input type="checkbox"/> 15% or greater:	_____	_____ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

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h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.  
 Although wetland resources are noted on the 229.6-ac parcel, the proposed project would not encroach on wetlands or waterbodies.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

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

- Streams: Name 910-232 Classification D
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name Federa Waters, Federa Waters, Federa 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 waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>Wild species common to this area _____</p> <p>assumed to be present _____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: <u>STLA002</u></p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? <u>29.1</u></p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): <u>USDA Natural Resources Conservation Service</u></p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

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

**F. Additional Information**

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

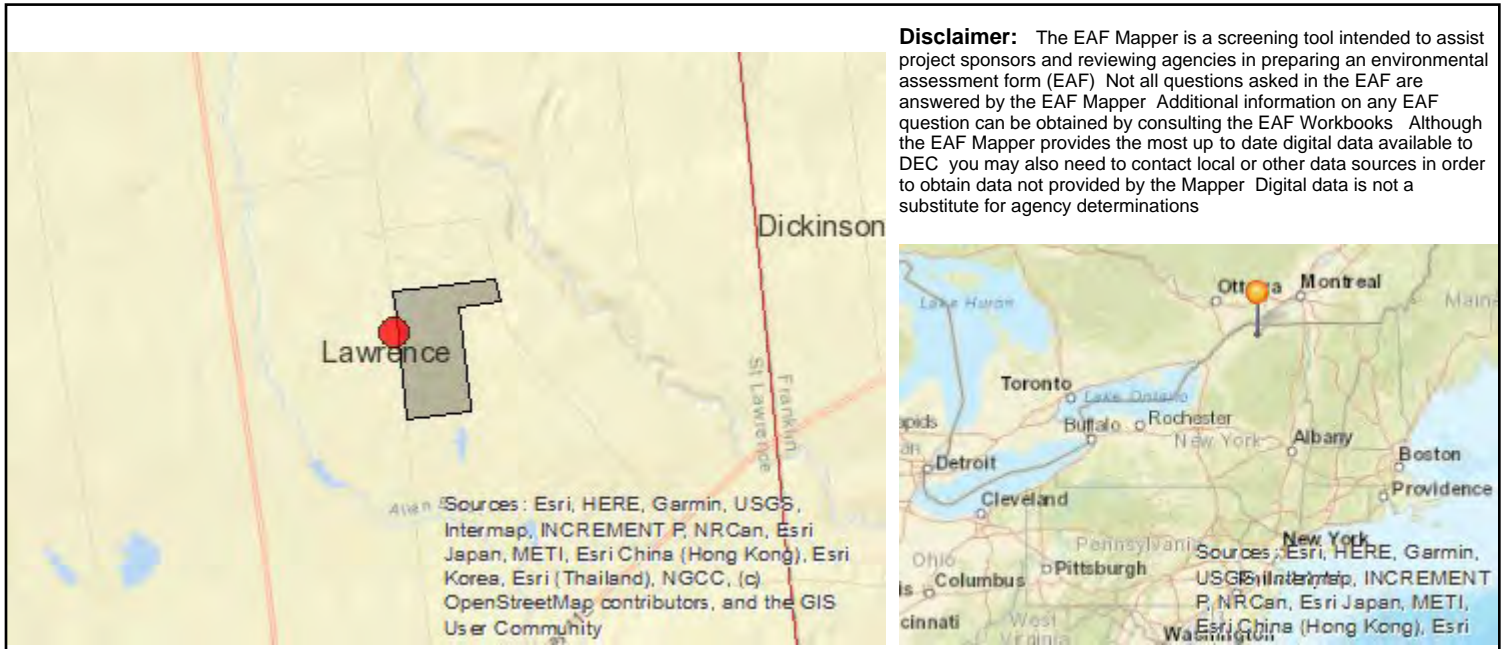
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

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

Applicant/Sponsor Name James F. McAuliffe Date May 21, 2020

Signature [Redacted] Title CEO



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	910-232
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. [Floodway]	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.

E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	STLA002
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No