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

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

## Project Applicant: Omni Navitas Holdings, LLC, Gouv Solar 126 Little Bow Road – North

### Project #4001-20-09

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

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

## Energy Production Projects

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

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

Omni Navitas Holdings, LLC, a solar development company, is developing plans for a 4.75 MW-AC solar array to be installed on approximately 24.4 acres of agricultural field located on a tax parcel at 126 Little Bow Road, in the Town of Gouverneur. The total site acreage at the project location (tax parcel IDs: 159.003-1-20.11) is 161.10 acres. This property currently has a land assessed tax value of \$46,080.00, providing approximately \$1,239 in property tax payments. (The improvements will be tax parcel ID: 159.003-1-20.11/.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 coming off of Cousin town Road. The system will be installed to maximize production and output, while minimizing the disturbance of any soils. The entirety of the solar system will be installed to grade, with minimal excavation for equipment pads and conductors. At the end of the project life, the solar system will be decommissioned, and the property will be restored to its existing condition.

Omni Navitas Holdings, LLC is developing multiple community solar projects across upstate New York and will participate in the NYSERDA NY-Sun Initiative to provide clean energy to local businesses and residences. The community solar credits generated by the project will be sold to local residents and small businesses at a discount to retail electricity prices, providing a long-term economic impact to subscribers. 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.1

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

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

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

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

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

Evidence for regional alignment of projects such as 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.

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i. Net Exemption Amount(g - h). Interest Exemption [Bond Only]a. Total Estimated Interest Expense(Assuming)	1,130,441
Interest Exemption [Bond Only]         a. Total Estimated Interest Expense         (Assuming	
a. Total Estimated Interest Expense (Assuming	\$639,938
1 0	
b. Total Estimated Interest Expense (Assuming	Taxable interest)
1 0	Tax Exempt Interest)
c. Interest Exemption (a – b)	\$N/A
OTAL ESTIMATED EXEMPTIONS	\$ 639,938

The property has a current assessed value of approximately \$46,080, providing approximately \$1,239 in property tax payments. 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 \$4,250 per MW would result in payments of \$20,188 to the Town, School, and County in year 1 with 2% escalator for a total 20 year PILOT payments of \$490,503.

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

## **COST/BENEFIT ANALYSIS**

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

## Project Applicant: Omni Navitas Holdings, LLC, Gouv Solar 126 Little Bow Road - North,

Project #4001-20-09

## **Estimated BENEFIT of Agency Assistance**

## **EMPLOYMENT COMPARISON:**

Do not include construction jobs relating to the Project.

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

	(A)	<b>(B)</b>	(C)	(D)	(E)	(F)	(G)
	Current	Average Annual	Average Annual Benefit	Number of Jobs Created	Number of Jobs Created	Number of Jobs Created	Total New Jobs
Jobs	Jobs	Wage	Cost	Year 1	Year 2	Year 3	Created
Full Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total		\$	\$				
Part Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$10,000 year	\$	2			2
Other:		\$	\$				
Total		\$	\$				

## **ESTIMATED OTHER BENEFITS:**

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

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GSPP 126 LITTLE BOW RD N, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF NOVEMBER 1, 2021

RELATING TO THE PREMISES LOCATED AT 126 LITTLE BOW ROAD – NORTH IN THE TOWN OF GOUVERNEUR, ST. LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-20-09

PERTAINS ONLY TO TAX ID# 159.003-1-20.11/.1

AFFECTED TAX JURISDICTIONS: ST. LAWRENCE COUNTY TOWN OF GOUVERNEUR GOUVERNEUR 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 126 LITTLE BOW RD N, LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 1 Landmark Square – Suite 320, Stamford, Connecticut (the "Company");

#### WITNESETH:

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

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

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

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

WHEREAS, in May, 2020, 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 "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 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 24.4 acre portion of an approximately 161.1 acre parcel of land located at 126 Little Bow Road – North in the Town of Gouverneur (such portion being referred to hereinafter as the "Land"), (2) the installation on the Land of a 4.75 mW-AC ground-mounted photovoltaic solar energy system including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required

improvements (collectively, the "Facility") and (3) the acquisition and installation in and around the Facility of certain items of machinery, equipment, fixtures, furniture and other incidental tangible personal property (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to hereinafter as the "Project Facility"), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency subsequently received a letter from the Company dated July 29, 2021 (the "Notification") pursuant to which the Company updated the Agency on ownership, costs and employment information relating to the Project; and

WHEREAS, pursuant to 859-a of the Act, the Notification did not result in additional financial assistance of more than \$100,000 to the Project, and as such a public hearing was not required to be held with respect to the Notification; 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 16, 2020 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located; (B) caused notice of the Public Hearing to be published in the <u>Watertown Daily Times</u> on September 20, 2020 and in the <u>Gouverneur Tribune Press</u> on September 18, 2020, respectively, being newspapers of general circulation available to the residents of the Town of Gouverneur, St. Lawrence County, New York; (C) in accordance with Executive Order 202.1 and the suspension of the Open Meetings Law relating to public hearings pursuant to Executive Orders issued by Governor Cuomo and as supplemented by subsequent Executive Orders issued by Governor Cuomo and all in response to the on-going Coronavirus (COVID-19) health crisis, conducted the Public Hearing on September 30, 2020 at 11:15 o'clock a.m., local time via webinar rather than in person; and (D) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, the 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 Gouverneur (the "Town") and the Gouverneur 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 September 14, 2020 and September 8, 2020, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2020 (the "Approving Resolution"), the Agency (A) (i) concurred in the determination that the Town of Gouverneur Planning Board (the "Planning Board") is the "lead agency" with respect to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA") and (ii) acknowledged receipt of a negative declaration from the Planning Board dated March 10, 2020 (the "Negative

Declaration"), in which the Planning Board determined that the Project will not have a "significant effect on the environment" pursuant to SEQRA and therefore, that an environmental impact statement is not required to be prepared with respect to the Project (as such quoted terms are defined in SEQRA), (B) approved the Deviation and (C) determined to grant the Financial Assistance and to enter into 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 Gouverneur (the "Town") and the Gouverneur Central School District (the "School District" and together with the County and the Town, the "Affected Tax Jurisdictions"); and

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

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

#### ARTICLE I

#### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(C) <u>Conflicts</u>. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien (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) <u>Governmental Consent</u>. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

#### ARTICLE II

#### COVENANTS AND AGREEMENTS

SECTION 2.01. PAYMENTS IN LIEU OF TAXES. (A) General. Subject to the completion and filing by the taxable status date (March 1, 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 <u>Schedule A</u> attached hereto. Failure of the Agency to bill a PILOT Payment, or any other payment, shall not, under any circumstances, alleviate the Company's requirement to make such payment under this Agreement when due. The parties agree and acknowledge that payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. All payments by the Company hereunder shall be paid to the Agency in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

(C) 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 recomputed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding PILOT Payment(s).

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

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

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

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

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

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

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

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

SECTION 2.04. DECOMMISSIONING OF PROJECT FACILITY. (A) <u>Decommissioning Plan</u>. In connection with the Project, the Company prepared a decommissioning plan relating to the Project Facility (the "Project Facility") which describes the process for decommissioning the Project Facility. A copy of the Decommissioning Plan is attached hereto as <u>Exhibit A</u>.

(C) <u>Surety</u>. Green Street Power Partners, LLC, on behalf of the Company and as acknowledged and accepted by the Supervisor of the Town on February 9, 2021, obtained a decommissioning bond for the Project Facility in the amount of \$125,000 from Philadelphia Indemnity Insurance Company for the term beginning on April 5, 2021 and ending on April 5, 2022. For so long as the Project Facility is located in the Town of Gouverneur, 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 \$125,000 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

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

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

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

#### ARTICLE IV

#### EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

#### MISCELLANEOUS

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

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

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

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

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

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

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

#### IF TO THE COMPANY:

GSPP 126 Little Bow Rd N, 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) <u>Copies</u>. A copy of any notice given hereunder by the Company which affects in any way an Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

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

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

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

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

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

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

# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY



GSPP 126 LITTLE BOW RD N, LLC BY: GSPP Holdco, LLC, its Manager

BY:\_\_\_

Authorized Officer

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

.

## ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

GSPP 126 LITTLE BOW RD N	, LLC
BY: GSPP Holdco, LL, its Ma	nager
BY:	

•

## STATE OF NEW YORK

) )ss:

)

## COUNTY OF ST. LAWRENCE

On the  $\underline{//2}$  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. Si Notary Public, State No. Qualified in St. Lav Commission Expires Se	e of New York

## 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 126 Little Bow Rd N, LLC (the "Company"), as landlord, and St. Lawrence County Industrial Development Agency (the "Agency"), as tenant, in an approximately 24.4 acre portion of an approximately 161.1 acre parcel of land (such portion being referred to hereinafter as the "Land") located at 126 Little Bow Road – North in the Town of Gouverneur, 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"):

#### ACCESS EASEMENT

A 30' wide Right of Way for Access, situate in the Town of Gouverneur, County of St. Lawrence, State of New York, the centerline of which is described as follows:

BEGINNING at a point in the centerline of asphalt of Little Bow Road, said point being located a direct tie of S. 83°-57'-36" E., a distance of 472.50 feet from a point in said centerline at the southeasterly corner of a parcel of land conveyed to Gregory G. and Lisa A. Nichols by deed recorded in the St. Lawrence County Clerk's Office in Liber 1013 at Page 1122 on November 05, 1987;

THENCE the following fourteen (14) courses and distances:

- 1) N. 02°-57'-48" E., a distance of 132.20 feet to a point; N. 02°-57'-48" E., a distance of 132.20 feet to a point;
- 2) N. 18°-32'-13" W., a distance of 61.45 feet to a point; N. 18°-32'-13" W., a distance of 61.45 feet to a point;
- 3) N. 70°-16'-47" W., a distance of 42.04 feet to a point; N. 70°-16'-47" W., a distance of 42.04 feet to a point;
- 4) N. 31°-24'-03" W., a distance of 30.71 feet to a point; N. 31°-24'-03" W., a distance of 30.71 feet to a point;
- 5) N. 20°-17'-21" W., a distance of 45.63 feet to a point; N. 20°-17'-21" W., a distance of 45.63 feet to a point;
- 6) N. 10°-27'-20" W., a distance of 239.56 feet to a point; N. 10°-27'-20" W., a distance of 239.56 feet to a point;
- 7) N. 21°-25'-25" W., a distance of 287.64 feet to a point; N. 21°-25'-25" W., a distance of 287.64 feet to a point;
- 8) Along a curve to the right having a radius of 32.45 feet, a distance of 37.03 feet to a point, said point being situate a direct tie of N. 11°-16'-18" E., a distance of 35.06 feet from the previously mentioned point;
- 9) N. 49°-17'-41" E., a distance of 523.77 feet to a point;
- 10) N. 13°-28'-20" E., a distance of 50.70 feet to a point;
- 11) N. 02°-43'-48" W., a distance of 33.92 feet to a point;
- 12) N. 00°-03'-25" W., a distance of 1069.49 feet to a point;
- 13) N. 22°-01'-12" W., a distance of 262.12 feet to a point;
- 14) N. 38°-25'-24" W., a distance of 56.58 feet to a point in the bounds of a 30.98 acre parcel of land shown as Lease Parcel B-1 on a map titled "ALTA/NSPS Land Title Survey of ALTA/NSPS Land Title Survey of Lease Parcel B-1, 126 Little Bow Road, Prepared for Omni Navitas Holdings, LLC, Town of Gouverneur, County of St. Lawrence, State of New York", dated November 24,

2020, prepared by GYMO, , dated November 24, 2020, prepared by GYMO, Architects, Engineers & Land Surveyors, D.P.C., Watertown, New York.

CONTAINING 1.978± acres of land more or less

## PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gouverneur, County of St. Lawrence, State of New York and being further described as follows:

BEGINNING at a point in the centerline of asphalt of Little Bow Road at the southeasterly corner of a parcel of land conveyed to Gregory G. and Lisa A. Nichols by deed recorded in the St. Lawrence County Clerk's Office in Liber 1013 at Page 1122 on November 05, 1987; THENCE the following two (2) courses and distances along the lands of Nichols (Liber 1013 Page 1122)

- N. 05°-38'-56" E., passing through a <sup>3</sup>/<sub>4</sub>" iron pipe found at N. 05°-38'-56" E., passing through a <sup>3</sup>/<sub>4</sub>" iron pipe found at iron pipe found at a distance of 23.42 feet and continuing, a total distance of 208.16 feet to a <sup>3</sup>/<sub>4</sub>" iron pipe found;
- 2) N. 84°-14'-25" W., a distance of 209.55 feet to a 5/8" N. 84°-14'-25" W., a distance of 209.55 feet to a 5/8" rebar with cap found;

THENCE N. 21°-11'-55" W., along the bounds of a parcel of land W., along the bounds of a parcel of land conveyed to Michael K. and Deborah A. Bates by deed recorded in the St. Lawrence County Clerk's Office as Instrument 2005-11907 on July 22, 2005 a distance of 1620.31 feet to a point;

THENCE N. 67°-17'-36" E., a distance of 1175.24 feet to a point;

THENCE N. 34°-01'-41" E., a distance of 439.72 feet to a point;

THENCE N. 00°-33'-00" W., a distance of 113.26 feet to a point;

THENCE N. 74°-11'-06" E., a distance of 163.33 feet to a point;

THENCE S. 21°-14'-03" E., a distance of 224.41 feet to a point;

THENCE S. 20°-37'-26" E., generally along fence line remains a distance of 2753.78 feet to a point in the centerline of asphalt of Little Bow Road;

THENCE westerly along said centerline a distance of 1770.3± feet to the POINT OF

BEGINNING, said point being situate a direct tie of N.87°-40'-11" W., a distance of 1765.09 feet from the W., a distance of 1765.09 feet from the previously mentioned point;

CONTAINING 92.588± acres of land more or less.

#### PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gouverneur, County of St. Lawrence, State of New York and being further described as follows:

COMMENCING at a 5/8" rebar with cap found at the northwesterly rebar with cap found at the northwesterly corner of a parcel of land conveyed to Gregory G. and Lisa A. Nichols by deed recorded in the St. Lawrence County Clerk's Office in Liber 1013 at Page 1122 on November 05, 1987;

THENCE N. 21°-11'-55" W., along the bounds of a parcel of land W., along the bounds of a parcel of land conveyed to Michael K. and Deborah A. Bates by deed recorded in the St. Lawrence County Clerk's Office as Instrument 2005-11907 on July 22, 2005 a distance of 1620.31 feet to the POINT OF BEGINNING;

THENCE N. 21°-11'-55" W., along said bounds of Michael K. and W., along said bounds of Michael K. and Deborah A. Bates (Instrument 2005-11907) a distance of 1410.58 feet to a 5/8" rebar found; rebar found;

THENCE N.  $57^{\circ}-01'-30$ " E., a distance of 143.08 feet to a point; N.  $57^{\circ}-01'-30$ " E., a distance of 143.08 feet to a point; N.  $57^{\circ}-01'-30$ " E., a distance of 143.08 feet to a point; E., a distance of 143.08 feet to a point;

THENCE N. 33°-06'-28" E., a distance of 663.78 feet to a wood N. 33°-06'-28" E., a distance of 663.78 feet to a wood N. 33°-06'-28" E., a distance of 663.78 feet to a wood E., a distance of 663.78 feet to a wood a wood post and stones found;

THENCE N. 56°-43'-51" E., a distance of 1082.30 feet to a wood N. 56°-43'-51" E., a distance of 1082.30 feet to a wood N. 56°-43'-51" E., a distance of 1082.30 feet to a wood E., a distance of 1082.30 feet to a wood a wood post and stones found;

THENCE S. 21°-14'-03" E., generally along fence line remains, a distance of 1681.01 feet to a point;

THENCE S. 74°-11'-06" W., a distance of 163.33 feet to a point;

THENCE S. 00°-33'-00" E., a distance of 113.26 feet to a point; THENCE S. 34°-01'-41" W., a distance of 439.72 feet to a point;

THENCE S. 67°-17'-36" W., a distance of 1175.24 feet to the POINT OF BEGINNING.

CONTAINING 68.529± acres of land more or less.

#### LEASE PARCEL B-1

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Gouverneur, County of St. Lawrence, State of New York and being further described as follows:

BEGINNING at a point, said point being located a direct tie of N. 22°-50'-59" W., a distance of 2262.73 feet from a point in the centerline of asphalt of Little Bow Road at the southeasterly corner of a parcel of land conveyed to Gregory G. and Lisa A. Nichols by deed recorded in the St. Lawrence County Clerk's Office in Liber 1013 at Page 1122 on November 05, 1987;

THENCE the following forty six (46) courses and distances:

1) N.21°-09'-34" W., a distance of 237.83 feet to a point; N.21°-09'-34" W., a distance of 237.83 feet to a point;

- 2) N. 00°-08'-57" W., a distance of 51.03 feet to a point; N. 00°-08'-57" W., a distance of 1.03 feet to a point;
- 3) N. 39°-31'-51" E., a distance of 273.09 feet to a point; N. 39°-31'-51" E., a distance of 273.09 feet to a point;
- 4) N. 58°-31'-29" E., a distance of 252.74 feet to a point; N. 58°-31'-29" E., a distance of 252.74 feet to a point;
- 5) N. 00°-14'-22" E., a distance of 445.32 feet to a point; N. 00°-14'-22" E., a distance of 445.32 feet to a point;
- 6) N. 89°-46'-52" E., a distance of 243.46 feet to a point; N. 89°-46'-52" E., a distance of 243.46 feet to a point;
- 7) N. 01°-10'-30" E., a distance of 77.76 feet to a point; N. 01°-10'-30" E., a distance of 77.76 feet to a point;
- 8) N. 71°-31'-41" E., a distance of 259.62 feet to a point; N. 71°-31'-41" E., a distance of 259.62 feet to a point;
- 9) N. 68°-26'-55" E., a distance of 469.22 feet to a point; N. 68°-26'-55" E., a distance of 469.22 feet to a point;
- 10) N. 87°-49'-43" E., a distance of 28.06 feet to a point; N. 87°-49'-43" E., a distance of 28.06 feet to a point;
- 11) S. 21°-26'-35" E., a distance of 213.02 feet to a point; S. 21°-26'-35" E., a distance of 213.02 feet to a point;
- 12) S. 00°-26'-45" E., a distance of 102.46 feet to a point; S. 00°-26'-45" E., a distance of 102.46 feet to a point;
- 13) S. 38°-06'-03" W., a distance of 174.45 feet to a point; S. 38°-06'-03" W., a distance of 174.45 feet to a point;
- 14) S. 63°-49'-40" W., a distance of 78.03 feet to a point; S. 63°-49'-40" W., a distance of 78.03 feet to a point;
- 15) S. 39°-27'-41" W., a distance of 62.31 feet to a point; S. 39°-27'-41" W., a distance of 62.31 feet to a point;
- 16) S. 60°-42'-39" W., a distance of 72.53 feet to a point; S. 60°-42'-39" W., a distance of 72.53 feet to a point;
- 17) S. 50°-40'-02" W., a distance of 111.33 feet to a point; S. 50°-40'-02" W., a distance of 111.33 feet to a point;
- 18) S. 62°-17'-39" W., a distance of 107.47 feet to a point; S. 62°-17'-39" W., a distance of 107.47 feet to a point;
- 19) S. 00°-00'-00" E., a distance of 28.04 feet to a point; S. 00°-00'-00" E., a distance of 28.04 feet to a point;
- 20) N. 89°-54'-14" E., a distance of 79.20 feet to a point; N. 89°-54'-14" E., a distance of 79.20 feet to a point;
- 21) N. 00°-00'-00" E., a distance of 21.93 feet to a point; N. 00°-00'-00" E., a distance of 21.93 feet to a point;
- 22) N. 64°-57'-55" E., a distance of 129.07 feet to a point; N. 64°-57'-55" E., a distance of 129.07 feet to a point;
- 23) S. 72°-02'-22" E., a distance of 91.36 feet to a point; S. 72°-02'-22" E., a distance of 91.36 feet to a point;
- 24) N. 00°-50'-59" W., a distance of 62.73 feet to a point; N. 00°-50'-59" W., a distance of 62.73 feet to a point;
- 25) N. 34°-26'-51" E., a distance of 83.64 feet to a point; N. 34°-26'-51" E., a distance of 83.64 feet to a point;
- 26) N. 58°-36'-44" E., a distance of 43.12 feet to a point; N. 58°-36'-44" E., a distance of 43.12 feet to a point;

- 27) N. 88°-24'-03" E., a distance of 104.76 feet to a point; N. 88°-24'-03" E., a distance of 104.76 feet to a point;
- 28) N. 52°-25'-03" E., a distance of 66.24 feet to a point; N. 52°-25'-03" E., a distance of 66.24 feet to a point;
- 29) N. 90°-00'-00" E., a distance of 36.94 feet to a point; N. 90°-00'-00" E., a distance of 36.94 feet to a point;
- 30) S. 21°-19'-19" E., a distance of 215.27 feet to a point; S. 21°-19'-19" E., a distance of 215.27 feet to a point;
- 31) S. 00°-27'-34" E., a distance of 99.41 feet to a point; S. 00°-27'-34" E., a distance of 99.41 feet to a point;
- 32) S. 68°-29'-55" W., a distance of 70.70 feet to a point; S. 68°-29'-55" W., a distance of 70.70 feet to a point;
- 33) S. 86°-29'-47" W., a distance of 45.67 feet to a point; S. 86°-29'-47" W., a distance of 45.67 feet to a point;
- 34) S. 00°-55'-43" E., a distance of 131.18 feet to a point; S. 00°-55'-43" E., a distance of 131.18 feet to a point;
- 35) S. 33°-45'-39" W., a distance of 269.02 feet to a point; S. 33°-45'-39" W., a distance of 269.02 feet to a point;
- 36) S. 63°-45'-33" W., a distance of 199.57 feet to a point; S. 63°-45'-33" W., a distance of 199.57 feet to a point;
- 37) S. 57°-12'-02" W., a distance of 71.14 feet to a point; S. 57°-12'-02" W., a distance of 71.14 feet to a point;
- 38) S. 42°-40'-20" W., a distance of 80.97 feet to a point; S. 42°-40'-20" W., a distance of 80.97 feet to a point;
- 39) S. 59°-25'-08" W., a distance of 160.38 feet to a point; S. 59°-25'-08" W., a distance of 160.38 feet to a point;
- 40) S. 77°-05'-46" W., a distance of 132.11 feet to a point; S. 77°-05'-46" W., a distance of 132.11 feet to a point;
- 41) S. 88°-34'-32" W., a distance of 122.96 feet to a point; S. 88°-34'-32" W., a distance of 122.96 feet to a point;
- 42) N. 19°-37'-32" W., a distance of 182.00 feet to a point; N. 19°-37'-32" W., a distance of 182.00 feet to a point;
- 43) N. 89°-09'-12" W., a distance of 53.96 feet to a point; N. 89°-09'-12" W., a distance of 53.96 feet to a point;
- 44) S. 63°-58'-03" W., a distance of 274.94 feet to a point; S. 63°-58'-03" W., a distance of 274.94 feet to a point;
- 45) N. 22°-38'-53" W., a distance of 103.53 feet to a point; N. 22°-38'-53" W., a distance of 103.53 feet to a point;
- 46) S. 60°-04'-32" W., a distance of 199.79 feet to the POINT OF BEGINNING.

CONTAINING 30.98± acres of land more or less.

## EXHIBIT B

## DECOMMISSIONING PLAN

See attached.

024246.00007 Business 21357589v4

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## New York Community Solar Facility Decommissioning Plan

December 2020

Prepared For: Town of Gouverneur, NY

GSPP 126 Little Bow Rd N, LLC

1 Landmark Square, Suite 320 Stamford, CT 06901

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#### 1. <u>Introduction</u>

GSPP 126 Little Bow Rd N, LLC ("GSPP North") proposes to build a 4.75 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 30.98 acres, located on a 68.529-acre parcel owned by Jay M. Emrich and Lynette M. Emrich. ("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. <u>The Proponent</u>

GSPP 126 Little Bow Rd N, LLC ("GSPP North") will manage and coordinate the approvals process. GSPP 126 Little Bow Rd N, LLC will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. GSPP 126 Little Bow Rd N, LLC will build a long-term relationship with the community hosting the Solar Facility and GSPP 126 Little Bow Rd N, LLC 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 126 Little Bow

Rd N, LLC

Contact: Scott Kerner

Address: 1 Landmark Square, Suite 320, Stamford,

CT 06901

**Telephone:** 

Email:

## 2.1 <u>Project Information</u>

Address: 126 Little Bow Road – North, Gouverneur, NY

Lease

**TaxID:** 159.003-1-20.011

Project Size (estimated): 4.75 MW AC

Landowner:

Jay M. Emrich and Lynette M. Emrich

Own/Lease:

## 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 preconstruction condition. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired.

# 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 preconstruction 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 126 Little Bow Rd N, LLC 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 126 Little Bow Rd N, LLC 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 126 Little Bow Rd N, LLC proposes to determine the best way of disposing of the solar modules using best management practices at the time of decommissioning.

Material/Waste	Means of Managing Excess Materials and Waste
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 126 Little Bow Rd N, LLC 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 126 Little Bow Rd N, LLC 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.

## 3. <u>Costs of Decommissioning</u>

The costs below are the current estimated costs to decommission a 4.75 MW AC Solar Facility, based on guidance from NYSERDA and estimates from the New York solar market. The salvage values of valuable recyclable materials (aluminum, steel, copper, etc) are factored into the below costs.

126 Little Bow Road – North, Gouverneur, NY AC Size (kW)

4,750

2020 Cost: \$125,000

## 4. <u>Decommissioning Fund</u>

Although GSPP 126 Little Bow Rd N, LLC intends to perform the decommissioning required under this Decommissioning Plan, unforeseen circumstances, such as GSPP 126 Little Bow Rd N, LLC selling the Project to another party, or GSPP 126 Little Bow Rd N, LLC going out of business, are possible. In the event GSPP 126 Little Bow Rd N, LLC declares bankruptcy, GSPP 126 Little Bow Rd N, LLC goes out of business, or GSPP 126 Little Bow Rd N, LLC sells, transfers or assigns its rights, the successor to GSPP 126 Little Bow Rd N, LLC's 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 4 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. The estimated decommissioning costs will include consideration of the estimated salvage value of the recyclable materials based on the same guidelines and estimates.

## SCHEDULE A

## PILOT PAYMENTS SCHEDULE

#### The subject properties are identified as Tax ID Number 159.003-1-20.11/.1

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 24.4 acre portion of the overall 161.1 acre parcel of land and the improvements to be made thereon. As noted above, the Land has been assigned Tax ID Number 159.003-1-20.11/.1. The underlying land and existing structures comprising the overall approximately 161.1 acre parcel shall be unaffected by and <u>not</u> 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.

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

TAXABLE STATUS DATE: March 1, 2022

TAX YEAR BEGINNING: School District 2022/2023

Town and County 2023

BASE AMOUNT: \$4,250 per MW for Year 1, resulting in \$20,187.50 to the School District, Town and County, on a pro rata basis for year 1.

<u>ANNUAL INCREASE</u>: 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.

YEAR	SCHOOL	TOWN/COUNTY	ESTIMATED PAYMENT
1	2022/2023	2023	\$20,187.50
2	2023/2024	2024	\$20,591.25
3	2024/2025	2025	\$21,003.08
4	2025/2026	2026	\$21,423.14
5	2026/2027	2027	\$21,851.60
6	2027/2028	2028	\$22,288.63
7	2028/2029	2029	\$22,734.40
8	2029/2030	2030	\$23,189.09
9	2030/2031	2031	\$23,652.87
10	2031/2032	2032	\$24,125.93
11	2032/2033	2033	\$24,608.45
12	2033/2034	2034	\$25,100.62
13	2034/2035	2035	\$25,602.63
14	2035/2036	2036	\$26,114.68
15	2036/2037	2037	\$26,636.98

YEAR	SCHOOL	TOWN/COUNTY	ESTIMATED PAYMENT
16	2037/2038	2038	\$27,169.72
17	2038/2039	2039	\$27,713.11
18	2039/2040	2040	\$28,267.37
19	2040/2041	2041	\$28,832.72
20	2041/2042	2042	\$29,409.38

CLOSING ITEM NO.: A-6

# ST, LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

GSPP 126 LITTLE BOW RD N, LLC

# UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF NOVEMBER 1, 2021

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED AT 126 LITTLE BOW ROAD – NORTH IN THE TOWN OF GOUVERNEUR, ST. LAWRENCE COUNTY, NEW YORK.

PROJECT NUMBER: 4001-20-09

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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 126 LITTLE BOW RD N, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office for the transaction of business located at 1 Landmark Square – Suite 320, Stamford, Connecticut (the "Company");

#### WITNESSETH:

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

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

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

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

WHEREAS, in May, 2020, 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 "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 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 24.4 acre portion of an approximately 161.1 acre parcel of land located at 126 Little Bow Road – North in the Town of Gouverneur (such portion being referred to hereinafter as the "Land"), (2) the installation on the Land of a 4.75 mW-AC ground-mounted photovoltaic solar energy system

including panels, racking, inverters, electrical cables, grid interconnection, site preparation, access roads and any other required improvements (collectively, the "Facility") and (3) the acquisition and installation in and around the Facility of certain items of machinery, equipment, fixtures, furniture and other incidental tangible personal property (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to hereinafter as the "Project Facility"), all of the foregoing to constitute a solar energy generating facility to be owned and operated by the Company; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency subsequently received a letter from the Company dated July 29, 2021 (the "Notification") pursuant to which the Company updated the Agency on ownership, costs and employment information relating to the Project; and

WHEREAS, pursuant to 859-a of the Act, the Notification did not result in additional financial assistance of more than \$100,000 to the Project, and as such a public hearing was not required to be held with respect to the Notification; 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 16, 2020 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located; (B) caused notice of the Public Hearing to be published in the <u>Watertown Daily Times</u> on September 20, 2020 and in the <u>Gouverneur Tribune Press</u> on September 18, 2020, respectively, being newspapers of general circulation available to the residents of the Town of Gouverneur, St. Lawrence County, New York; (C) in accordance with Executive Order 202.15, each as issued by Governor Cuomo and as supplemented by subsequent Executive Orders issued by Governor Cuomo and all in response to the on-going Coronavirus (COVID-19) health crisis, conducted the Public Hearing on September 30, 2020 at 11:15 o'clock a.m., local time via webinar rather than in person; and (D) prepared a report of the Public Hearing (the "Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Hearing Report to be made available to the members of the Agency; and

WHEREAS, the 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 Gouverneur (the "Town") and the Gouverneur 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 September 14, 2020 and September 8, 2020, respectively, the School District and the Town consented to the Deviation; and

WHEREAS, by resolution adopted by the members of the Agency on October 9, 2020 (the "Approving Resolution"), the Agency (A) (i) concurred in the determination that the Town of Gouverneur Planning Board (the "Planning Board") is the "lead agency" with respect to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of

Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA") and (ii) acknowledged receipt of a negative declaration from the Planning Board dated March 10, 2020 (the "Negative Declaration"), in which the Planning Board determined that the Project will not have a "significant effect on the environment" pursuant to SEQRA and therefore, that an environmental impact statement is not required to be prepared with respect to the Project (as such quoted terms are defined in SEQRA), (B) approved the Deviation and (C) determined to grant the Financial Assistance and to enter into 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 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") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; (C) the Agency and the Company will execute 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 application submitted by the Applicant on behalf of the Company to the Agency in May, 2020 with respect to the Project, a copy of which is attached as <u>Schedule D</u>, 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) June 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 fringe benefits extended by the Company to other employees with comparable rank 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 (FTE) x 40 (Regular Hours) = 2600 + 50 (Overtime Hours) = 2650 (Hours) 2650 (Hours) / 35 = 74.29 (FTE)

"Land" means an approximately 24.4 acre portion of an approximately 161.1 acre parcel of land located at 126 Little Bow Road – North in the Town of Gouverneur, 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 "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

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

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

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

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

## ARTICLE II

## **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

(A) <u>Power</u>. The Company is limited liability company duly organized and validly existing under the laws of the State of 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) <u>Authorization</u>. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the transactions herein contemplated.

(C) <u>Conflicts</u>. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien (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) <u>Governmental Consent</u>. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

## ARTICLE III

## COVENANTS AND AGREEMENTS

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

(1) a real property tax exemption (estimated): \$639,938

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

(1) That the Project is described as follows: (a) the acquisition of an interest in an approximately 24.4 acre portion of an approximately 161.1 acre parcel of land located at 126 Little Bow Road – North (being a portion of Tax Map No. 159.003-1-20.11) in the Town of Gouverneur, 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 <u>Exhibit A</u> to the Approving Resolution.

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

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

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

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

(B) <u>Filing – Annual</u>. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility

and certain other matters as required under Applicable Law, an annual status report (the "Annual Status Report," in substantially the form attached hereto as <u>Schedule E</u> and attached as Exhibit F to the Lease Agreement).

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

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

(E) <u>Employment Level</u>.

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

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

## ARTICLE IV

## EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) <u>Agency Review of Recapture Determination</u>. 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 <u>Schedule B</u>). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action. SECTION 4.04. LATE PAYMENTS. (A) <u>One Month</u>. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

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

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

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

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

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

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

## ARTICLE V

#### MISCELLANEOUS

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

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

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

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

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

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

IF TO THE COMPANY:

GSPP 126 Little Bow Rd N, LLC 1 Landmark Square – Suite 320 Stamford, Connecticut 06905 Attention: Project Manager

WITH A COPY TO:

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

## IF TO THE AGENCY:

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

WITH A COPY TO:

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

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

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

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

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

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

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

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

# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY



GSPP 126 LITTLE BOW RD N, LLC BY: GSPP Holdco, LLC, its Manager

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

# SPECIAL PROJECT CERTIFICATION

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

> GSPP 126 LITTLE BOW RD N, LLC BY: GSPP Holdco, LLC, its Manager

BY:\_\_

Authorized Officer

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

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# ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

BY:	_
Authorized Officer	
GSPP 126 LITTLE BOW RD N, LLC	
BY: GSPP Holdco. LLC. its Manager	
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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 BY: (	126 LITTLE BOW RD N, LLC SPP Holdco. LLC: its Manager
BY:	Authorized Officer

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## STATE OF NEW YORK

) ) ss.:

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# COUNTY OF ST. LAWRENCE

On the  $/ 9^{-74}$  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. Qualified in St. Lawrence County Commission Expires September 30, 20\_2 S

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

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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

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NYS-45 (1/19)	And Unemployme	thholding, Wage Reporti ent Insurance Return	ng, 🌰	41919415
Reference these numbers in all correspo UI Employer	ndence: Mark (	an X in only one box to indicate the must be completed for each quarte		
registration number	Jan 1- Jan 2- Jan 1- Ja		4 Y Y Oct 1 - Deo 31 Year	For office use only Postmark
Withholding Identification number Employer legal name:	Are d	ependent health insurance bene ble to any employee?	fits an end of the second seco	Received date
	if sea	sonal employer, mark an X in th	ne box	
Number of employees Enter the number of full-time and pa employees who worked during or re the week that includes the 12th day	ceived pay for	b. Second month b. Second month b. transformers and the second se	c. Third months	AI SI SK
Part A - Unemployment ir	nsurance (UI) information	Part B - Withholding f	ax (WT) information	
1. Total remuneration paid this quarter		12. New York State tax withheld	greaters and that statuting a load equation () where each parts included	n a san an a
2. Remuneration paid this quarter in excess of the UI wage base since January 1 (see instr.)		13. New York City tax withheld	(2011) STREAM STATE & AND A CONTRACT STREAM STREAM STREAM STREAM STRE	
3. Wages subject to contribution (subtract line 2 from line 1)		14. Yonkers tax withheld	and a state of the	
4. UI contributions due Enter your	80 Contraction of the second state of the s	15. Total tax withheld (edd lines 12, 13, and 14)		
5. Re-employment service fund (multiply line 3 × .00075)		<ol> <li>WT credit from previous quarter's return (see instr.)</li> </ol>		
6. UI previously underpaid with interest		17. Form NYS-1 payments made for quarter		
7. Total of lines 4, 5, and 6		18. Total payments (add lines 16 and 17)		
8. Enter UI previously overpaid		19. Total WT emount due (# ine le greater then line 18, enter difference)		
9. Total UI amounta due (# line 7 k greater than line 8, enter difference)		20. Total WT overpald (I line 18 is greater than line 15, enter differen here and mark an X in 20e or 20b)*		
<ol> <li>Total UI overpaid (# line 8 is greater than line 7, enter difference and mark box 11 below)*</li> </ol>		20a. Apply to outstanding liabilities and/or refund	OF 20b. Credit to withhold	next quarter
11. Apply to outstanding liabilities and/or refund		t due (add lines 9 and 19; make one de to NYS Employment Contributio	2 March March 2000 March 2000 March 2000 March 2000 March 2000	anananan sarata
	and Taxes)			
* An overpayment o	f either UI contributions or withhol Complete Parts D and	<b>ding tax cannot be used t</b> E on back of form, if requir		e for the other.
	Part C – Employee wag	e and withholding informa	tion	
(if more than five	Quarterly employee/payee wag employees or if reporting other wages, Do not use negative	e reporting and withholding do not make entries in this se e numbers; see instructions.)	Information action; complete Form NY	
a Social Security number	b Last name, first name, middle initial	C Total UI remuneration paid this quarter	d Gross federal wages or distribution (see instructions)	e Total NYS, NYC, and Yonkers tax withheld
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	uneration on line 1; see instructions for exceptions) the information on this return and any attac	hments is to the best of my know	vledge and belief true, correct	ct, and complete.
Signature (see instructions)		igner's name (please print)	Title	
Date Te	elephone number			



Withholding Identification number





#### 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		
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#### Part E - Change of business information

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

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

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

Legal name Address

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

Paid preparer's			Date	Preparer's NYTPRIN		Preparer's SSN or PTIN		NYTPRIN excl. code	
use	Preparer's firm name (or yours, it self-employed)	Address			Firm's E	EIN	Telept (	)	nber
Payroll servi	ce's name				Payrol service EIN	S S	hilli thai	ante sector	

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

EIN

NYS-45 (1/19) (back)

## SCHEDULE B

#### POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (4) Terminating any or all of the Project Agreements early.
- (5) Reducing the value of financial assistance moving forward.
- (6) Terminating any future financial assistance.

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

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

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

### SCHEDULE C

## COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

024246.00007 Business 21357451v6

### SCHEDULE D

## COPY OF APPLICATION

024246.00007 Business 21357451v6

### SCHEDULE E

### ANNUAL STATUS REPORT

January \_\_, 20\_\_\_

Re: New Project Verification

Dear:

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

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

Attached please find a questionnaire to be completed and returned to the Agency by GSPP 126 Little Bow Rd N, 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		
	Yes	No
If financing assistance was provided, please provide:		
• Original principal balance of bond or note issued		<del></del>
• 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 Martenee Tay Abstancet on your Project during 20	0	

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

Contractors	 		<u> </u>	
Contractors	 L	L	L	,,,,,,,

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

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

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

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent					
Contractors			1		
Employees of					
Independent					
Contractors					·

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

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

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

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

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

### Salary and Fringe Benefits

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

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	
Estimated Salary and Fringe Benefit Averages or Ranges					
Estimated Number of Employees Residing in the Western New York Economic Development Region <sup>1</sup>					

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

### **Capital Investment Information**

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

### **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: \_\_\_\_\_



### Project Narrative - 126 Little Bow Road - North

The applicant, Omni Navitas Holdings, LLC, is submitting this application for financial assistance related to a proposed solar photovoltaic energy system located in the Town of Gouverneur. The project has undergone environmental review in accordance with the State Environmental Quality Review Act (SEQR) with the Town of Gouverneur Planning Board acting as lead agency. Through a Joint Venture Agreement, Omni Navitas Holdings, LLC is an authorized representative of NSG Fund 1, LLC. In the interim since SEQR was completed, the project has been downsized due to capacity limitations with National Grid's electrical infrastructure at the project location, with the current megawatt (MW) size being 4.75 megawatts of generation.

The proposed project is the installation of a 4.75 megawatt (MW) photovoltaic solar energy system. The project covers approximately 24.4 acres of the property located at 126 Little Bow Road – North, Gouverneur, NY 13642. The solar system will be comprised of Tier 1 modules in a fixed-tilt setup, equipment pads for transformers, and a gravel access road coming off of Little Bow 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.

The solar system will be producing electricity that will be fed into the grid and indirectly sold to consumers. These consumers can be homeowners or large users, such as a school, hospital, or municipal building. The electricity produced will be sold to consumers in the form of energy credits that can go towards offsetting a subscriber's monthly electricity bill. This process is referred to as community solar, as this solar system will be participating in New York State's Community Solar Program. Under the 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 (i.e. schools, hospitals, or municipal buildings). This proposed project is expected to generate 7,935,840 kilowatt hours in its first year of operation. Taking into account a minimum of 60%, and a maximum of 100% of this electricity being distributed to mass market customers, as well as the average use of 10,909 kilowatt hours per year for residential customers, there will be anywhere between 436 and 727 households participating in the community solar aspect of this project. These households can save anywhere from 5%-10% off their monthly electricity bill. On the other hand, less residential customers taking part doesn't mean that the electricity generated cannot still be distributed within the community. Again, up to 40% of the anticipated kilowatt hours produced can be

## OMNI NAVITAS HOLDINGS, LLC 75 CENTRAL ST., 3<sup>RD</sup> FLOOR, BOSTON, MA 02109 WWW.OMNI-NAVITAS.COM



distributed to larger uses in St. Lawrence County. Depending on the usage of these larger users, these customers can also get anywhere from 5%-10% off their monthly electricity bill.

The proposed project will utilize third party contractors for the ongoing operation and maintenance of the solar system. Included in this ongoing work will be vegetation management within the fence line between the rows of panels, as well as around the outside of the solar array along the fence. Also included will be electrical maintenance of the solar system to ensure the optimal output and production through the year. This work will preferably stay within St. Lawrence County, with local contractors being hired part-time for the entirety of the project life (25-35 years).

Overall, the proposed project offers multiple benefits to the St. Lawrence County community. The applicant, Omni Navitas Holdings, LLC, is requesting financial assistance from the St. Lawrence County IDA before undertaking the project. Omni Navitas Holdings, LLC requests a Payment in Lieu of Taxes agreement for an amount of \$4,250 per megawatt. Because of the assistance from the St. Lawrence County IDA, the applicant is willing to waive and forego the sales tax exemption granted on the purchase of eligible materials. Thank you for your time in reviewing this application and considering the financial assistance requested by Omni Navitas Holdings, LLC.

OMNI NAVITAS HOLDINGS, LLC 75 CENTRAL ST., 3<sup>RD</sup> FLOOR, BOSTON, MA 02109 WWW.OMNI-NAVITAS.COM



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# 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:	Omni Navitas Holdings, LLC	Federal ID#:			
Address:	75 Central Street, 3rd Floor	Contact Name:	Peter McAuliffe		
		Contact Title:	Project Manager		
City/State/Zip:	Boston, MA 02109	Contact Email:			
Telephone:		_ Cell:			
Alternate Phone:		_ Fax:			
Will the proposed pro	oject be located within the municipalit	y of the applicant's cu	rent operations? 🗌 Yes 🗵 No 🗌 N/A		
x Limited Liability	on (Listed as onExchar Company		SeneralLimited		
For assistance	please contact St. Lawrence County Indus	trial Development Agency	v at (315) 379-9806/TDD Number: 711		

If the entity is a C					•			221100
		Place of Orga tside New York			orized to d	o busine	SIC Code: ss in New York Sta	221100
□ N/A								
Principal Officers:								
Jim McAuliffe	Name	Ma	mager	Title				
Principal Owners	with 10% or mor Name				ntage own	ership:		
Cambridge Omni, L			rcentaç 4%	je				
Is the Company, Company?		s of the Compa	ıny, inv	olved in a	any lawsu	its which	could have a final	ncial impact on the
Has the Company	v, or any of its ov	vners, ever been	involv	ed in ban	kruptcy?	🗌 Yes	x No	
Are the owners of	the Company ci	tizens of the Uni	ited Sta	ates? 🗵	Yes 🗌 N	١o		
Has the Applicant institution, in the c If yes, please exp	county in which t					cing, whe	ether by this Agenc	cy, or by a financia
Bank Referen	ces:			Ma	jor Trade	Referenc	es:	
	Glenn Frank							
Legal Counsel: Contact:								
Address:	75 Central Street							
City/State/Zip: Telephone:	Boston, MA 02109							
Contact Email:								
							filiates of the Comp 5%? I Yes I 1	
			•		U			
If yes, please prov	vide a list of nam	es and address	es of al	l concern	s. Attach	additiona	al pages as needed	1.
Name:	Omni Navita	s Holdings, LLC is al	so the prin	ncipal owner	of the project	located at 12	26 Little Bow Road - Sou	th.
Address: City/State/Zip:								
Nature of Relation	nship:					% Owne	ership	
For assistance	e please contact St	Lawrence County	/ Indust	rial Develo	pment Age	ncy at (315	5) 379-9806/TDD N	umber: 711

## **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:					
mounted systems, parking	LC is a solar development company that specializes in the g lot canopies and roof mounted systems. The company is at Omni Navitas Holdings, LLC consists of 25-30 people, c	ocated in Boston, MA and focuses on the nort	heast region for its		
	Site Informa	tion			
	Site informa	luon			
Project Address:	126 Little Bow Road - North	Note utilities currently on site:			
City/State/Zip:	Gouverneur, NY 13642	Municipal Water	Municipal Sewer		
City/State/Zip: Town:		<ul><li>Municipal Water</li><li>Electric</li></ul>			
City/State/Zip: Town: Village/City:	Gouverneur, NY 13642 Town of Gouverneur	<ul> <li>Municipal Water</li> <li>Electric</li> <li>Gas</li> </ul>	Municipal Sewer		
City/State/Zip: Town: Village/City: School District:	Gouverneur, NY 13642	<ul> <li>Municipal Water</li> <li>Electric</li> <li>Gas</li> <li>Other:</li> </ul>	Municipal Sewer		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel:	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11	<ul> <li>Municipal Water</li> <li>Electric</li> <li>Gas</li> </ul>	Municipal Sewer		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?	<ul> <li>Municipal Water</li> <li>Electric</li> <li>Gas</li> <li>Other:</li> </ul>	Municipal Sewer		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?	<ul> <li>Municipal Water</li> <li>Electric</li> <li>Gas</li> <li>Other:</li> <li>Other:</li> </ul>	Municipal Sewer		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg What is the size of the	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?	Municipal Water Electric Gas Other: Other: Other: th and Lynn Emrich xisting parcel is 161.10 acres	Municipal Sewer		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg What is the size of the What is the size of the	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?       Jay M Emrice         e existing facility and site, if applicable?       Example of the proposed site	Municipal Water Electric Gas Other: Other: Other: th and Lynn Emrich xisting parcel is 161.10 acres y is 24.4 acres	Municipal Sewer Telecom		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg What is the size of the What is the size of the What is the current zo	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?         Jay M Emrice         e existing facility and site, if applicable?         E proposed facility and site?         Proposed Facility	Municipal Water Electric Gas Other: Other: Other: th and Lynn Emrich xisting parcel is 161.10 acres y is 24.4 acres	Municipal Sewer Telecom		
City/State/Zip: Town: Village/City: School District: Tax Map Parcel: Who is the current leg What is the size of the What is the size of the What is the current zo	Gouverneur, NY 13642         Town of Gouverneur         Gouverneur Central School District         159.003-1-20.11         gal owner of the proposed site?         Jay M Emrice         e existing facility and site, if applicable?         e proposed facility and site?         Proposed Facility         oning of the project site?         Not applicable as the Te         ire local planning or permitting approvals?	Municipal Water Electric Gas Other: Other: Other: th and Lynn Emrich xisting parcel is 161.10 acres y is 24.4 acres own of Gouverneur does not have a zoning matrix X Yes No	Municipal Sewer Telecom		
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Project Description					
Description of the project: (check all that apply)         x       New construction         Addition to an existing facility         Renovation and modernization of an existing facility         Acquisition of an existing facility         Project Type for all end users at project site: (check all that a lndustrial         Back Office         Retail         Acquisition of an existing facility         Wixed Use         Housing	<ul> <li>Purchase of new machinery and equipment</li> <li>Refinancing of an existing project</li> <li>Other:</li> <li>Other:</li> <li>tapply)</li> <li>Facility For Aging</li> <li>Multi-Tenant</li> <li>Equipment Purchase</li> <li>Civic Facility (not for profit)</li> <li>Commercial</li> <li>X Other: Renewable Energy</li> </ul>				
What is the timetable for the project including when the project Provide a brief description of the Project. Please identify spec	electricity by November 2020				
List proposed products to be manufactured and/or services to be Include impact on Company in terms of its operations, profita factors. Attach additional pages as needed.	be rendered and the markets for those goods and services.				
The proposed project is a ground mounted photovoltaic solar energy the parcel located at 126 Little Bow Road, Gouverneur, NY 13642, single axis tracker setup, equipment pads for transformers, and a Bow Road. The system will be installed to maximize production and entirety of the solar system will be installed to grade, with minimal of the project life, the solar system will be decommissioned, an	The solar system will be comprised of Tier 1 modules in a 16' gravel access road coming from the south off of Little d output, while minimizing the disturbance of any soils. The excavation for equipment pads and conductors. At the end				
The solar system will be producing electricity that will be fed into the can be homeowners or large users, such as a school, hospital, or mean consumers in the form of energy credits that can go towards offset referred to as community solar, as this solar system will be particular.	unicipal building. The electricity produced will be sold to ting a subscriber's monthly electricity bill. This process is				

Does the	Applicant intend to	lease or sublease	e more than 10	0% (by area o	r fair market v	alue) of the P	roject?
🗌 Yes	X No						

Does the Project include facilities or property that is primarily used in making re	tail sales of goods or services to customers
who personally visit such facilities?	X 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:
	bes the applicant have other facilities or related companies located in New York State, outside of the jurisdiction in hich the project will take place? I Yes I No
	yes, will this other facility or company be closed or have operations reduced as a result of this proposed project? ] Yes 🖾 No yes, please explain:
di	e there any current occupants of this proposed site that will have their operations affected (including reduced or scontinued) as a result of this proposed project? Yes x No yes, please explain:
lft	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?
If yes, please explain:

Has the applicant actively sought sites and/or facilities in another state?  Yes X	١o
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? X 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.

### COMPANY INFORMATION: (Prior to Closing)

x	□ N/A	Entity formation documents as appropriate (DBA Certificate, Articles of Incorporation, Bylaws, Certificate of Formation, Operating Agreement, Partnership Agreement) Copy of Environmental Assessment Forms (Agency will provide assistance as needed)
		ORMATION:
	x N/A	Company profit and loss statements, balance sheets, and capital statements for the last 2 years. If the business is a sole proprietorship, provide copies of the IRS 1040 and Schedule C. If accountant prepared financial statements are available, they should also be provided.
	x N/A	Company Annual Reports (form 10-k) for the two most recent fiscal years
	x 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	\$0.00	Acres
Building Purchase	\$0.00	Square Feet
Construction or Renovation (Materials)	\$3,182,500.00	
Construction or Renovation (Labor)	\$760,000.00	
Site Work	\$308,750.00	
Machinery & Equipment	\$256,500.00	
Furniture & Fixtures	\$0.00	
Working Capital/Inventory	\$285,000.00	
Other:	\$0.00	
Subtotal Project	<b>\$</b> 4,792,750.00	
Legal Fees (Other than Company's Attorney)	\$0.00	]
Agency's Fee (1% of Bond or Benefited Project Amount)		
Subtotal Project	\$	

### Sources of Funding:

Source	Amount	Rate	Term	Percentage
Company Equity	\$4,792,750.00	N/A	N/A	N/A
Bank Loan				
SLCIDA-LDC Loan				
Other:				
Total	<b>\$</b> 4,792,750.00	%		100%

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

NY-Sun Program NYSERDA MW Block Award

Please identify participating lenders:

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

### **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
Full Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	\$				
Other:		\$	\$				
Total	0	<b>\$</b> 0	<b>\$</b> 0	0	0	0	0
Part Time							
Management		\$	\$				
Professional		\$	\$				
Administrative		\$	\$				
Production		\$	\$				
Independent Contractor		\$	<b>\$</b> 0	2	2	2	2
Other:		\$	\$				
Total	0	<b>\$</b> 0	<b>\$</b> 0	2	2	2	6

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.)  $\frac{N/A}{2}$ 

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

## ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY RECAPTURE POLICY

### Approved June 29, 2016

### Policy:

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

### Applicability:

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

#### Procedure:

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

All SLCIDA project applicants are required to submit, on an annual basis and no more than45 days after the end of the calendar year, a "St. Lawrence County IDA Project Report" documenting the position of the project at the end of the calendar year. The report shall include such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of Full Time and Part Time and/or Seasonal) jobs; number of construction jobs created through the year; exemptions from taxes and Payment in Lieu of Tax made; and status of bond financing related to the project.

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

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

- 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?
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:

\$ N/A

Mortgage Amount (Include sum total of construction/permanent/bridge financing): <u>N/A</u>

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

**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:

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

Estimated State and Local Sales and Use Tax Benefit (product of .08 multiplied by the total figure above): <u>\$ N/A</u>

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

What is the pre-project assessment of the property?	\$148,000
What is the estimated post-project assessment?	Unkown
What is the property tax ID#	159.003-1-20.1

### **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

1

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".

#### **Real Property Taxes**

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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".

**<u>REAL PROPERTY TAX BENEFIT</u>**: Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: <u>N/A</u>

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

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

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

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 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 Massachusetts )

COUNTY OF SUFFOLK ) ss .:

James McAuliffe

, being first duly sworn, deposes and says:

1. That I am the <u>Manager</u> (Corporate Officer Title) of <u>Omni Navitas Holdings, LLC</u> (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.

Subscribed and affirme me under penalties of			(Signature of Officer)
This <u>S</u> t day of M	AV , 2029		
(Notary Public)	1 . 0	/	Derek Papagianopoulos Notary Public Commonwealth of Massachusetts My Commission Expires August 31, 2023
For assistance please con	tact the St. Lawrence Cour	ntv Industrial Develop	ment Agency at (315) 379-9806 / TDD Number: 7

## 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: PHOTOVOLTAIC SOLAR ARRAY SITE PLAN - 126 LITTLE BOW ROAD - NORTH S	SITE		
Project Location (describe, and attach a general location map):			
126 LITTLE BOW ROAD, GOUVERNEUR, NY 13642			
Brief Description of Proposed Action (include purpose or need):			
4.9-MW DC, 5-MW AC PHOTOVOLTAIC POWER SYSTEM WITH ENERGY STORA	GE SYSTEM		
Name of Applicant/Sponsor:	Telephone:		
NSG FUND 1, LLC	E-Mail:		
	E-Iviali.		
Address: 75 CENTRAL ST., 3RD FLOOR			
City/PO: BOSTON	State: MA	Zip Code: 02109	
Project Contact (if not same as sponsor; give name and title/role):	Telephone:		
DAVID BYRNE, RENUA ENERGY	E-Mail:	E-Mail:	
Address: P.O. BOX 551			
City/PO:	State:	Zip Code:	
RED HOOK	NY	12571	
Property Owner (if not same as sponsor):	Telephone:		
JAY & LYNN EMRICH	E-Mail: L		
Address: 126 LITTLE BOW ROAD			
City/PO: GOUVERNEUR	State: NY	Zip Code: <sub>13642</sub>	

### **B.** Government Approvals

<b>B.</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)	Application Date			
	Required	(Actual or projected)			
a. City Counsel, Town Board, □Yes No or Village Board of Trustees					
b. City, Town or Village	TOWN OF GOUVERNEUR - SITE PLAN	AUGUST 22, 2019			
c. City, Town or □Yes ☑No Village Zoning Board of Appeals					
d. Other local agencies □Yes ☑No					
e. County agencies	ST. LAWRENCE COUNTY PLANNING BOARD REFERRAL	AUGUST 22, 2019			
f. Regional agencies Yes					
g. State agencies Yes VNo					
h. Federal agencies □Yes ☑No					
i. Coastal Resources. <i>i</i> . Is the project site within a Coastal Area, o	i. Coastal Resources.         i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?         □Yes ☑No				
<i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? □ Yes ☑ No <i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? □ Yes ☑ No					

### C. Planning and Zoning

C.1. Planning and zoning actions	
<ul> <li>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?</li> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	□Yes <b>2</b> No
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	□Yes <b>2</b> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	□Yes□No
<ul> <li>b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)</li> <li>If Yes, identify the plan(s):</li> </ul>	☐ Yes ZNo
<ul> <li>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?</li> <li>If Yes, identify the plan(s):</li> </ul>	∐Yes <b>⊠</b> No

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? RURAL DISTRICT (R)	☑ Yes □No
b. Is the use permitted or allowed by a special or conditional use permit?	✓ Yes □ No
<ul><li>c. Is a zoning change requested as part of the proposed action?</li><li>If Yes,</li><li><i>i</i>. What is the proposed new zoning for the site?</li></ul>	☐ Yes <b>2</b> No
C.4. Existing community services	
a. In what school district is the project site located? GOUVERNEUR CENTRAL SCHOOL DISTRICT	
b. What police or other public protection forces serve the project site? GOUVERNEUR POLICE DEPARTMENT, ST. LAWRENCE COUNTY SHERIFF, NY STATE POLICE	
c. Which fire protection and emergency medical services serve the project site? GOUVERNEUR FIRE DEPARTMENT, GOUVERNEUR RESCUE SQUAD	
d. What parks serve the project site? GOUVERNEUR RIVERVIEW PARK	

## D. Project Details

<b>D.1.</b>	Proposed and Potential Development	
-------------	------------------------------------	--

a. What is the general nature of the proposed action (e.g., residential, inde components)? PRIVATE UTILITY STRUCTURE	ustrial, commercial, recreational; if r	nixed, include all
b. a. Total acreage of the site of the proposed action?	<u>101.6</u> acres	
b. Total acreage to be physically disturbed?	1.4 acres	
c. Total acreage (project site and any contiguous properties) owned		
or controlled by the applicant or project sponsor?	<u> </u>	
c. Is the proposed action an expansion of an existing project or use?		🗌 Yes 🗹 No
<i>i</i> . If Yes, what is the approximate percentage of the proposed expansio		niles, housing units,
d. Is the proposed action a subdivision, or does it include a subdivision?		✓Yes □No
If Yes,		
<i>i</i> . Purpose or type of subdivision? (e.g., residential, industrial, commerce	cial; if mixed, specify types)	
UTIL <u>ITY</u>		
<i>ii.</i> Is a cluster/conservation layout proposed?		☐Yes <b>∠</b> No
<i>iii.</i> Number of lots proposed?	Manimum 101.0	
<i>iv.</i> Minimum and maximum proposed lot sizes? Minimum55.7	Maximum <u>101.6</u>	
e. Will the proposed action be constructed in multiple phases?		☐ Yes  No
<i>i.</i> If No, anticipated period of construction:	<u> </u>	
<i>ii.</i> If Yes:		
• Total number of phases anticipated		
• Anticipated commencement date of phase 1 (including demoliti		
• Anticipated completion date of final phase	monthyear	<b>C</b> 1
Generally describe connections or relationships among phases, i		
determine timing or duration of future phases:		

f. Does the proje	ct include new resid	lential uses?			☐ Yes <b>2</b> No
	nbers of units propo	osed.			
	<u>One Family</u>	<u>Two</u> Family	Three Family	Multiple Family (four or more)	
Initial Phase					
At completion					
of all phases					
g. Does the prop	osed action include	new non-residenti	al construction (inclu	ding expansions)?	✓ Yes 🗌 No
If Yes,					
	r of structures		40.1.1.		
				<u>6.5</u> width; and <u>1095</u> length <u>N/A</u> square feet	
				-	
				l result in the impoundment of any agoon or other storage?	☐Yes <b>☑</b> No
If Yes,	is creation of a wate	r suppry, reservon	, poliu, lake, waste la	agoon of other storage:	
	e impoundment:				
<i>ii</i> . If a water imp	e impoundment:	cipal source of the	water:	Ground water Surface water stream	ms Other specify:
<i>iii</i> . If other than w	water, identify the ty	ype of impounded/	contained liquids and	d their source.	
iv. Approximate	size of the propose	d impoundment.	Volume:	million gallons; surface area:	acres
v. Dimensions of	of the proposed dam	n or impounding stu	ructure:	_ height; length	
vi. Construction	method/materials f	for the proposed da	um or impounding str	ructure (e.g., earth fill, rock, wood, cond	crete):
D.2. Project Op	perations				
		any excavation m	ining or dredging d	uring construction, operations, or both?	Yes
				or foundations where all excavated	
materials will		thon, grand	Building		
If Yes:	,				
				o be removed from the site?	
		•			
	hat duration of time			ged, and plans to use, manage or dispose	e of them
				ged, and plans to use, manage or dispos	e or mem.
	e onsite dewatering				<b>Yes</b> No
If yes, descri	ibe				
w What is the to	otal area to be dredo			acres	
	naximum area to be			acres	
				feet	
	avation require blas				<b>Yes</b> No
b Would the pro	posed action cause	or result in alterati	on of increase or de	crease in size of, or encroachment	<b>Yes №</b> No
			ach or adjacent area?		
If Yes:					
				water index number, wetland map numb	er or geographic
description):					

<i>ii.</i> Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square.	
<i>iii.</i> Will the proposed action cause or result in disturbance to bottom sediments? If Yes, describe:	□Yes □No
<i>iv.</i> Will the proposed action cause or result in the destruction or removal of aquatic vegetation? If Yes:	☐ Yes ☐ No
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:	
<ul> <li>if chemical/herbicide treatment will be used, specify product(s):</li></ul>	
v. Describe any proposed rectamation/mitigation following disturbance.	
c. Will the proposed action use, or create a new demand for water?	☐Yes <b>∠</b> No
If Yes:	
<i>i.</i> Total anticipated water usage/demand per day: gallons/day <i>ii.</i> Will the proposed action obtain water from an existing public water supply?	
<i>u</i> . Will the proposed action obtain water from an existing public water supply? If Yes:	□Yes □No
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?	$\square$ Yes $\square$ No
• Is expansion of the district needed?	$\Box$ Yes $\Box$ No
• Do existing lines serve the project site?	☐ Yes ☐ No
<i>iii.</i> Will line extension within an existing district be necessary to supply the project? If Yes:	☐Yes ☐No
Describe extensions or capacity expansions proposed to serve this project:	
Source(s) of supply for the district:	
<i>iv.</i> Is a new water supply district or service area proposed to be formed to serve the project site? If, Yes:	☐ Yes ☐No
Applicant/sponsor for new district:	
Date application submitted or anticipated:	
• Proposed source(s) of supply for new district:	
<i>v</i> . If a public water supply will not be used, describe plans to provide water supply for the project:	
<i>vi</i> . 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 <b>∠</b> No
If Yes:	
<i>i</i> . Total anticipated liquid waste generation per day: gallons/day	11 / 1
<i>ii.</i> Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe al approximate volumes or proportions of each):	
<i>iii.</i> 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
<ul> <li>Is the project site in the existing district?</li> <li>Is expression of the district model?</li> </ul>	□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:	
<ul> <li>Describe extensions or capacity expansions proposed to serve this project:</li></ul>	
• Deserve extensions of capacity expansions proposed to serve this project.	
<i>iv.</i> Will a new wastewater (sewage) treatment district be formed to serve the project site?	□Yes□No
If Yes:	
Applicant/sponsor for new district:      Data application submitted on anticipated:	
Date application submitted or anticipated:	
What is the receiving water for the wastewater discharge?	1
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including speci	rying proposed
receiving water (name and classification if surface discharge or describe subsurface disposal plans):	
<i>vi.</i> Describe any plans or designs to capture, recycle or reuse liquid waste:	
<i>vi.</i> Describe any plans of designs to capture, recycle of reuse inquid waste.	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point	<b>∠</b> Yes <b>□</b> No
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?	
If Yes:	
<i>i</i> . How much impervious surface will the project create in relation to total size of project parcel?	
Square feet or <u>0.7</u> acres (impervious surface)	
Square feet or 100 4 acres (parcel size)	
<i>ii.</i> Describe types of new point sources. EQUIPMENT PADS, STAGING AREAS, TEMPORARY AND PERMANENT ROADWA	YS.
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent pr	roperties,
groundwater, on-site surface water or off-site surface waters)?	
ADJACENT PERVIOUS SURFACES. ALL RUNOFF GENERATED WILL BE MITIGATED ON SITE.	
If to surface waters, identify receiving water bodies or wetlands:	
• Will stormwater runoff flow to adjacent properties?	✓ Yes □ No
<i>iv.</i> Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel	<b>∠</b> Yes <b>□</b> No
combustion, waste incineration, or other processes or operations?	
If Yes, identify:	
<i>i</i> . Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)	
HEAVY EQUIPMENT AND DELIVERY VEHICLES DURING CONSTRUCTION ONLY.	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
g. Will any air emission sources named in D.2 f (above), require a NY State Air Registration, Air Facility Permit,	□Yes <b>2</b> No
or Federal Clean Air Act Title IV or Title V Permit?	
If Yes:	
<i>i</i> . Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet	□Yes□No
ambient air quality standards for all or some parts of the year)	
<i>ii</i> . 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)	
<ul> <li>Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> </ul>	
<ul> <li>Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)</li> </ul>	
Tons/year (short tons) of Carbon Dioxide equivalent of Hydronourocarbons (Hi es)	
rons/year (short tons) of flazardous Air Fonutants (fIAFS)	

<ul> <li>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?</li> <li>If Yes: <ul> <li><i>i</i>. Estimate methane generation in tons/year (metric):</li> </ul> </li> </ul>	Yes No
<i>ii.</i> Describe any methane capture, control or elimination measures included in project design (e.g., combustion to gelectricity, flaring):	
<ul> <li>Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?</li> <li>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):</li> <li>DIESEL EXHAUST DURING CONSTRUCTION ONLY.</li> </ul>	✓Yes No
<ul> <li>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?</li> <li>If Yes: <ul> <li><i>i</i>. When is the peak traffic expected (Check all that apply):</li> <li>Morning</li> <li>Evening</li> <li>Weekend</li> </ul> </li> <li><i>i</i>. Weekend to <u>4PM</u>.</li> <li><i>ii</i>. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump truck SEMI TRAILERS DURING CONSTRUCTION ONLY.</li> </ul>	☑Yes□No ks):
<ul> <li><i>iii.</i> Parking spaces: Existing Proposed Net increase/decrease</li> <li><i>iv.</i> Does the proposed action include any shared use parking?</li> <li><i>v.</i> If the proposed action includes any modification of existing roads, creation of new roads or change in existing CONSTRUCTION OF A NEW TEMPORARY / PERMANENT ACCESS ROAD OFF LITTLE BOW ROAD.</li> <li><i>vi.</i> Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?</li> <li><i>vii</i> Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?</li> <li><i>viii.</i> Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?</li> </ul>	□Yes <b>∠</b> No
<ul> <li>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?</li> <li>If Yes: <ul> <li><i>i</i>. Estimate annual electricity demand during operation of the proposed action:</li> <li><i>ii</i>. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/other):</li> <li><i>iii</i>. Will the proposed action require a new, or an upgrade, to an existing substation?</li> </ul> </li> </ul>	
1. Hours of operation. Answer all items which apply.       ii. During Operations:         i. During Construction:       ii. During Operations:         • Monday - Friday:       7AM TO 4PM         • Saturday:       • Monday - Friday:       DAYLIGHT HOU         • Sunday:       • Sunday:       DAYLIGHT HOU         • Holidays:       • Holidays:       DAYLIGHT HOU	RS

<ul> <li>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?</li> <li>If yes: <ul> <li><i>i</i>. Provide details including sources, time of day and duration:</li> </ul> </li> </ul>	☑ Yes □No
CONSTRUCTION EQUIPMENT RANDOMLY BETWEEN 7AM AND 4PM FOR APPROXIMATELY 6 MONTHS. THIS TIME FRAME COMMISSIONING.	INCLUDES
<i>ii.</i> Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe:	☐ Yes <b>2</b> No
<ul> <li>n. Will the proposed action have outdoor lighting?</li> <li>If yes:</li> <li><i>i</i>. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</li> </ul>	Yes No
<i>i.</i> Describe source(s), location(s), height of fixture(s), direction/ann, and proximity to hearest occupied structures.	
<i>ii.</i> Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe:	□Yes □No
<ul> <li>o. Does the proposed action have the potential to produce odors for more than one hour per day?</li> <li>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</li> </ul>	Yes No
<ul> <li>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?</li> <li>If Yes: <ul> <li>i. Product(s) to be stored</li> </ul> </li> </ul>	Yes No
<i>ii.</i> Volume(s) per unit time (e.g., month, year) <i>iii.</i> Generally, describe the proposed storage facilities:	
<ul> <li>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?</li> <li>If Yes: <ul> <li><i>i</i>. Describe proposed treatment(s):</li> </ul> </li> </ul>	☐ Yes <b>⊠</b> No
ii. Will the proposed action use Integrated Pest Management Practices?	□ Yes □No
<ul> <li>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?</li> <li>If Yes: <ul> <li><i>i</i>. Describe any solid waste(s) to be generated during construction or operation of the facility:</li> <li>Construction: tons per (unit of time)</li> <li>Operation : tons per (unit of time)</li> <li><i>ii</i>. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</li> <li>Construction:</li> </ul> </li> </ul>	
• Operation:	
<ul> <li><i>iii.</i> Proposed disposal methods/facilities for solid waste generated on-site:</li> <li>Construction:</li></ul>	
• Operation:	

s. Does the proposed action include construction or mod	ification of a solid waste mana	agement facility?	🗌 Yes 🗹 No	
If Yes: <i>i</i> . Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):				
<i>ii.</i> Anticipated rate of disposal/processing:				
• Tons/month, if transfer or other non-		, or		
• Tons/hour, if combustion or thermal <i>iii</i> . If landfill, anticipated site life:				
t. Will the proposed action at the site involve the comme waste?	rcial generation, treatment, suc	brage, or disposal of nazard		
If Yes: i Nama(a) of all hazardous wastes or constituents to be	a constant and handlad or manage	ad at facility:		
<i>i</i> . Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:				
<i>ii.</i> Generally describe processes or activities involving hazardous wastes or constituents:				
<i>iii</i> . Specify amount to be handled or generatedt	ons/month			
iv. Describe any proposals for on-site minimization, rec		constituents:		
v. Will any hazardous wastes be disposed at an existing	g offsite hazardous waste facili	itv?	<b>Yes</b> 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:				
NO HAZARDOUS WASTE WILL BE GENERATED OR STORED		to a nazardous waste facilit	y:	
E. Site and Setting of Proposed Action				
E.1. Land uses on and surrounding the project site				
a. Existing land uses.				
<i>i</i> . Check all uses that occur on, adjoining and near the		(		
□ Urban □ Industrial □ Commercial □ Resid □ Forest ☑ Agriculture □ Aquatic □ Other	r (specify):	(non-farm)		
<i>ii.</i> If mix of uses, generally describe:	(speeny).			
A MIXTURE OF FARMLAND AND RURAL LAND.				
b. Land uses and covertypes on the project site.				
Land use or	Current	Acreage After	Change	
Covertype	Acreage	Project Completion	(Acres +/-)	
• Roads, buildings, and other paved or impervious	0.2	0.9	+0.7	
surfaces				
• Forested	37.2	37.2	0	
<ul> <li>Meadows, grasslands or brushlands (non- agricultural, including abandoned agricultural)</li> </ul>	0	17.2	+17.2	

64.4

0

0

0

0

40.5

0

0

0

6

-23.9

0

0

0

+6

Agricultural

Surface water features

(lakes, ponds, streams, rivers, etc.)

Non-vegetated (bare rock, earth or fill)

Describe: SOLAR PANELS WITH VEGETATIVE COVER BELOW.

Wetlands (freshwater or tidal)

(includes active orchards, field, greenhouse etc.)

•

•

•

•

•

Other

c. Is the project site presently used by members of the community for public recreation? <i>i.</i> If Yes: explain:	☐ Yes INo
<ul> <li>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?</li> <li>If Yes, <ul> <li><i>i</i>. Identify Facilities:</li> </ul> </li> </ul>	∐Yes <b>Z</b> No
<u> </u>	
<ul> <li>e. Does the project site contain an existing dam?</li> <li>If Yes: <ul> <li><i>i</i>. Dimensions of the dam and impoundment:</li> <li>Dom bright:</li> </ul> </li> </ul>	☐ Yes <b>Ø</b> No
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 faci If Yes:	☐Yes <b>∕</b> No lity?
<i>i</i> . Has the facility been formally closed?	Yes No
• If yes, cite sources/documentation:	
<i>iii</i> . Describe any development constraints due to the prior solid waste activities:	
<ul> <li>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?</li> <li>If Yes: <ul> <li><i>i</i>. Describe waste(s) handled and waste management activities, including approximate time when activities occurr</li> </ul> </li> </ul>	☐Yes ✔No
<ul> <li>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?</li> <li>If Yes:</li> </ul>	Yes No
<i>i</i> . Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:	☐Yes ☐No
□ Yes – Spills Incidents database       Provide DEC ID number(s):         □ Yes – Environmental Site Remediation database       Provide DEC ID number(s):         □ Neither database       Provide DEC ID number(s):	
<i>ii.</i> If site has been subject of RCRA corrective activities, describe control measures:	
<i>iii.</i> Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s):	☐ Yes <b>2</b> No
<i>iv.</i> If yes to (i), (ii) or (iii) above, describe current status of site(s):	

<i>v</i> . Is the project site subject to an institutional control limiting property uses?	☐ Yes <b>∠</b> No
<ul> <li>If yes, DEC site ID number:</li></ul>	
Describe any use limitations:	
<ul> <li>Describe any engineering controls:</li></ul>	Yes No
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site?	
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings?33 %	✔ Yes No
c. Predominant soil type(s) present on project site: SILTY CLAY LOAM67 %	
ROCK OUTCROP COMPLEX         33 %	
d. What is the average depth to the water table on the project site? Average:1-1.5 feet	
e. Drainage status of project site soils: ☐ Well Drained:% of site ☐ Moderately Well Drained:% of site ☑ Poorly Drained% of site	
f. Approximate proportion of proposed action site with slopes:	
g. Are there any unique geologic features on the project site? If Yes, describe:	☐ Yes <b>/</b> No
<ul><li>h. Surface water features.</li><li><i>i</i>. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</li></ul>	∐Yes∎No
<i>ii.</i> Do any wetlands or other waterbodies adjoin the project site?	<b>∠</b> Yes No
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <i>iii</i> . Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal,	✓ Yes □No
<ul> <li>state or local agency?</li> <li><i>iv.</i> For each identified regulated wetland and waterbody on the project site, provide the following information:</li> <li>Streams: Name Classification</li> </ul>	
• Lakes or Ponds: Name Classification	
<ul> <li>Wetlands: Name Approximate Size</li> <li>Wetland No. (if regulated by DEC)</li> <li>v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?</li> </ul>	Yes 🖉 No
If yes, name of impaired water body/bodies and basis for listing as impaired:	
i. Is the project site in a designated Floodway?	☐Yes <b>∠</b> No
j. Is the project site in the 100-year Floodplain?	∐Yes <b>∠</b> No
k. Is the project site in the 500-year Floodplain?	∐Yes <b>∠</b> No
<ul> <li>l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?</li> <li>If Yes: <ul> <li>i. Name of aquifer:</li> </ul> </li> </ul>	Yes No

m. Identify the predominant wildlife species	that occupy or use the project site:	
BIRDS	RODENTS	DEER
FOX	AMPHIBIANS	
~		
<ul> <li>n. Does the project site contain a designated a</li> <li>If Yes: <ul> <li><i>i</i>. Describe the habitat/community (composition)</li> </ul> </li> </ul>	significant natural community?	Yes 🖉 No
iii. Extent of community/habitat:		
• Currently:	acre	S
	proposed: acres	5
• Gain or loss (indicate + or -):	acres	
o. Does project site contain any species of pla	ant or animal that is listed by the federal gov	ernment or NYS as Yes Vo
	n any areas identified as habitat for an endan	
	in any areas identified as habitat for an endan	gered of threatened species:
If Yes:	4).	
<i>i</i> . Species and listing (endangered or threatened	1):	
- Dese the main staits contain and an area in	f alast as a included in lists d has NVC as an	
p. Does the project site contain any species of	of plant or animal that is listed by NYS as rai	re, or as a species of $\Box$ Yes $\blacksquare$ No
special concern?		
If Yes:		
<i>i</i> . Species and listing:		
q. Is the project site or adjoining area current		
If yes, give a brief description of how the pro-		
HUNTING MAY OCCUR ON THE PROJECT SITE (	DR AN ADJOINING AREA.	
F 2 Designated Public Descenage (m. en )	Loon Drosie of Site	
E.3. Designated Public Resources On or N		
a. Is the project site, or any portion of it, loca		ied pursuant to
Agriculture and Markets Law, Article 25-		
If Yes, provide county plus district name/nut	mber: STLA001	
b. Are agricultural lands consisting of highly	productive soils present?	<b>Yes ∠</b> No
	Producer to Some Processo	
<i>ii.</i> Source(s) of soil rating(s): <u>USDA</u>		
	· · · · · · · · · · · · · · · · · · ·	
c. Does the project site contain all or part of, Natural Landmark?	or is it substantially contiguous to, a registe	red National ☐Yes ☑No
If Yes:		
		al Easterna
	Biological Community Geologic	
<i>ii.</i> Provide brief description of fandmark, in	cluding values behind designation and appro-	
d. Is the project site located in or does it adjo	in a state listed Critical Environmental Area	? Yes No
If Yes:		
<i>i</i> . CEA name:		
<i>ii</i> . Basis for designation:		
<i>iii</i> . Designating agency and date:		

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 Commission Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Pla	
If Yes:	
<i>i</i> . Nature of historic/archaeological resource: Archaeological Site 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	Yes No
archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes:	☐Yes <b>₽</b> No
<i>i</i> . Describe possible resource(s):	
<i>ii.</i> Basis for identification:	
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	☐ Yes ☑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 etc.):	scenic byway,
<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?	Yes 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?	☐ Yes ☐No

## F. Additional Information

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

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

### G. Verification

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

Applicant/Sponsor Name	James Pa umbo on beha f of App cant/Sponsor	Date_August 22, 2019	
<			
Signature		Title_Landscape Arch tect / Pr nc pa	_



**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]	No
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.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.I. [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]	STLA001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

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

Project : Photovoltaic Solar Array Site @ 126 Little B Date : 03/10/2020

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

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

# **Tips for completing Part 2:**

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

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

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhib access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)	it □NC		YES
If "Yes", answer questions a - c. If "No", move on to Section 3.	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached:	E2g		
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature:	E3c	Ø	
c. Other impacts:			
3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) If "Yes", answer questions a - l. If "No", move on to Section 4.	<b>∠</b> NC		YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h		
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b		
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a		
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h		
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h		
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c		
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d		
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e		
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h		
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h		
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d		

<ul> <li>4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquif (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.</li></ul>	er.	)	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c		
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source:	D2c		
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c		
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E21		
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h		
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l		
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c		
h. Other impacts:			

<ul> <li>5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6. </li> </ul>	NO NO		YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i		
b. The proposed action may result in development within a 100 year floodplain.	E2j		
c. The proposed action may result in development within a 500 year floodplain.	E2k		
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e		
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k		
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e		

g. Other impacts:			
<ul> <li>6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7.</li> </ul>	<b>∠</b> NC		YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
<ul> <li>a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: <ol> <li>More than 1000 tons/year of carbon dioxide (CO<sub>2</sub>)</li> <li>More than 3.5 tons/year of nitrous oxide (N<sub>2</sub>O)</li> <li>More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)</li> <li>More than 1000 tons/year of sulfur hexafluoride (SF<sub>6</sub>)</li> <li>More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions</li> <li>vi. 43 tons/year or more of methane</li> </ol> </li> </ul>	D2g D2g D2g D2g D2g D2g D2h		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g		
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s		
f. Other impacts:			
7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. r If "Yes", answer questions a - j. If "No", move on to Section 8.	nq.)	NO	T YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur

<ul> <li><b>Impact on Plants and Animals</b></li> <li>The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. mq.)</li> <li><i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i></li> </ul>		NO	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p		

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

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. a	NO	✓ YES	
If "Yes", answer questions a - h. If "No", move on to Section 9.	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	Ø	
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	Ø	
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	Ø	
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	Ø	
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	Ø	
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	Ø	
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	Ø	
h. Other impacts:			

<ul> <li>9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10. </li> </ul>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b		
<ul><li>c. The proposed action may be visible from publicly accessible vantage points:</li><li>i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)</li><li>ii. Year round</li></ul>	E3h		
<ul><li>d. The situation or activity in which viewers are engaged while viewing the proposed action is:</li><li>i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities</li></ul>	E3h E2q, E1c		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h		
<ul> <li>f. There are similar projects visible within the following distance of the proposed project:</li> <li>0-1/2 mile</li> <li>½ -3 mile</li> <li>3-5 mile</li> <li>5+ mile</li> </ul>	D1a, E1a, D1f, D1g		
g. Other impacts:			
10. Impact on Historic and Archeological Resources         The proposed action may occur in or adjacent to a historic or archaeological         Impact on Historic and Archeological Resources         The proposed action may occur in or adjacent to a historic or archaeological         Impact on Historic and Archeological Resources         The proposed action may occur in or adjacent to a historic or archaeological         Impact on Historic and Archeological Resources         The proposed action may occur in or adjacent to a historic or archaeological         Impact on Historic and g.)         If "Yes", answer questions a - e. If "No", go to Section 11.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for	E3e		

E3f

E3g

listing on the State Register of Historic Places.

Source:

Preservation Office (SHPO) archaeological site inventory.

to, an archaeological site not included on the NY SHPO inventory.

b. The proposed action may occur wholly or partially within, or substantially contiguous

to, an area designated as sensitive for archaeological sites on the NY State Historic

c. The proposed action may occur wholly or partially within, or substantially contiguous

d. Other impacts:			
If any of the above (a-d) are answered "Moderate to large impact may e. occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f		
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b		
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3		
<ul> <li><b>Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.</li></ul>	<b>V</b> N	о [	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p		
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q		
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q		
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c		
e. Other impacts:			
<b>12.</b> Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.	V N	o 🗌	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d		
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d		
c. Other impacts:			
		l	

13. Impact on Transportation				
The proposed action may result in a change to existing transportation systems. VNO YES (See Part 1. D.2.j)				
If "Yes", answer questions a - f. If "No", go to Section 14.		NT		
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur	
a. Projected traffic increase may exceed capacity of existing road network.	D2j			
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j			
c. The proposed action will degrade existing transit access.	D2j			
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j			
e. The proposed action may alter the present pattern of movement of people or goods.	D2j			
f. Other impacts:				
<ul> <li>14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) If "Yes", answer questions a - e. If "No", go to Section 15. </li> </ul>	N	о 🗌	YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur	
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k			
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k			
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity. D2k				
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g			
e. Other Impacts:				
<ul> <li>15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor ligh (See Part 1. D.2.m., n., and o.)  If "Yes", answer questions a - f. If "No", go to Section 16. </li> </ul>	ting. ✔ NC		YES	
	Relevant	No, or	Moderate	
	Part I Question(s)	small impact may occur	to large impact may occur	
a. The proposed action may produce sound above noise levels established by local regulation.	D2m			
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d			
c. The proposed action may result in routine odors for more than one hour per day.	D2o			

d. The proposed action may result in light shining onto adjoining properties.	D2n	
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	
f. Other impacts:		

16. Impact on Human Health         The proposed action may have an impact on human health from exposure         to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)         If "Yes", answer questions a - m. If "No", go to Section 17.				
	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur	
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d			
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h			
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	Elg, Elh			
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h			
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h			
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t			
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f			
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f			
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s			
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h			
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g			
1. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r			
m. Other impacts:				

<b>17.</b> Consistency with Community Plans The proposed action is not consistent with adopted land use plans.			(ES
(See Part 1. C.1, C.2. and C.3.)			
If "Yes", answer questions a - h. If "No", go to Section 18.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b		
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2		
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3		
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2		
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	Ø	
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j		
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a		
h. Other:			
		<u> </u>	<u> </u>
<b>18.</b> Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) If "Yes", answer questions a - g. If "No", proceed to Part 3.	<b>∠</b> NO	ע <u>ר</u> ו	⁄ES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g		
b. The proposed action may create a demand for additional community services (e.g.	C4		

g. Other impacts: \_

character.

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schools, police and fire)

there is a shortage of such housing.

or designated public resources.

c. The proposed action may displace affordable or low-income housing in an area where

d. The proposed action may interfere with the use or enjoyment of officially recognized

e. The proposed action is inconsistent with the predominant architectural scale and

f. Proposed action is inconsistent with the character of the existing natural landscape.

C2, C3, D1f

D1g, E1a C2, E3

C2, C3

C2, C3

E1a, E1b E2g, E2h 

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

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

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

## **Reasons Supporting This Determination:**

To complete this section:

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

	Determinat	tion of Significance -	Type 1 and V	Unlisted Actions	
SEQR Status:	✔ Type 1	Unlisted			
Identify portions of EA	F completed for this	s Project: 🖌 Part 1	Part 2	Part 3	
					FEAF 2019

Upon review of the information recorded on this EAF, as noted, plus this additional support information Subm tted S te P ans. Deta s and App cat ons

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the <u>Town of Gouverneur P ann ng Board</u> as lead agency that:

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

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

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

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

Name of Action: Photovo ta c So ar Array S te @ 126 L tt e Bow Road - North

Name of Lead Agency: Town of Gouverneur P ann ng Board

Name of Responsible Officer in Lead Agency:  $_{\mbox{M chae J McQuade}}$ 

Title of Responsible Officer: Code Enforcement Off cer

Signature of Responsible Officer in Lead Agency:

Signature of Preparer (if different from Responsible Officer)

#### For Further Information:

Contact Person: M chae J McQuade

Address: 1227 US H ghway 11 Gouverneur NY 13642

Telephone Number:

E-mail:

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of) Other involved agencies (if any) Applicant (if any)

Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

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Date:

Date:

03/10/2020