# Application for Financial Assistance

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

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

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

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

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

Application Updated: 7/2016

## Note to Applicant:

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

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

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

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

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

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

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

# PART I: Project Information

**PROJECT'S CCIDA APPLICATION #_____(Official Use)**

## Section A: Assistance

*Type of Financial Assistance Requested - [Check One]*

Straight Lease - [X] Bond Financing - [ ] Both - [ ] Other – [ ]

If "Other," Explain:

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

| Real Estate Exemption/ PILOT - [X] | Sales Tax Exemption – [X] | Mortgage Recording Tax Exemption- [X] | Tax-Exempt Bonds – [ ] | Other – [ ] |
|---|---|---|---|---|

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

If Other, Explain:

## Section B: Background

**1.)**

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

**2.) Business Type [Check One]:**

[ ] Private or Public Corporation

If Public, on what exchange is it listed? _____

[ ] Subchapter S

[ ] Sole Proprietorship

[ ] General Partnership

[ ] Limited Partnership

[X] Limited Liability Company/Partnership

[ ] DISC

[ ] Not-for-profit

[ ] Other: _____

State of Incorporation (if applicable):_____

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

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

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

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

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

If "Yes," please explain N/A

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

| Stockholders/Directors/Officers | Name | Address | Business Affiliation/Percentage Ownership |
|---|---|---|---|
| CEO / Owner | Richard Winter | 33 Irving Place, Ste 1090 New York NY 10003 | 80% |
| President / Owner | Patrick Doyle | 33 Irving Place, Ste 1090 New York NY 10003 | 20% |
| | | | |
| | | | |
| | | | |

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

If "Yes," Explain: _____

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

If "Yes," Explain: _____

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

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

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

| | | | |
|---|---|---|---|
| [ ] Manufacturing | [ ] Warehousing | [ ] R & D | [ ] Tax-Exempt |
| [ ] Wind Farm | [ ] Commercial | [ ] Retail | [ ] Medical |
| [ ] Residential | [ ] Recreation | [ ] Adaptive Reuse | [X] Other |
| [ ] Small Alternative Energy | [ ] Distributive Service | [ ] Tourism Destination Facility | [ ] Industrial (includes pollution control) |

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

If "Other," please explain: Solar Energy Farm

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*For Retail and Tourism Projects **ONLY** – All others Skip to Question 7*

6a.) Retail Projects:

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

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

6b.) Tourism Destination Facility Projects:

- Will the project attract and/or service a significant number of Tourists that come from outside the economic development region (ED Region Includes: Clinton, Essex, Franklin, Hamilton, St. Lawrence, Jefferson and Lewis Counties)? Yes [ ] or No [ ]
  - If Yes, attach market analysis that demonstrates said attraction
- Is the project linked to other Tourism Facility Destinations in Clinton County? Yes [ ] or No [ ]
- Will the project agree to pay sales tax and occupancy taxes related to the operation of the facility? Yes [ ] or No [ ]

- If not operated by a not-for-profit, will the project agree to pay real estate taxes and/or PILOT payments on said facility? Yes [ ] or No [ ]

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

[ ] Construction of a new building

[ ] Acquisition of land

[ ] Acquisition of existing building

[ ] Renovations to existing building

[ ] Construction of addition to existing building

[ ] Acquisition of machinery and/or equipment

[X] Installation of machinery and/or equipment

[X] Other (specify) Installation of solar panels and related wiring equipment

7a.) Have you filled out any environmental assessment forms with other government entities? Yes [X] or No [ ] (If "yes," attach) Attached is Exhibit A

7b.) Has SEQR already been commenced by a lead government agency? Yes [X] or No [] (If yes, please attach) Attached as Exhibit A

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

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

1. A 2 MWAC solar farm to be constructed on 10 - 12 acres of open land.
2. The project address is 297 Boas Road Mooers, NY 12959 with a Tax ID for the parcel of 59.-1-6.9.
3. Note: Delaware River Solar, LLC (owner of NY Mooers IV, LLC) has previously submitted NY Mooers I, NY Mooers II and NY Mooers III, projects on the same Tax ID, all of which have been reviewed by the CCIDA. This application is similar and submitted separately because at the time of the prior submissions all NYSEG information was not available for this current project.
4. See attached Project Memorandum for further details (see attached Exhibit B)

| | |
|---|---|
| (8b) Estimated Completion Date: | 12/15/17 (earliest) |
| (8c) Zoning Classification of the Project: | Residential |
| (8d) Legal owner of the site or building: | Larry Ashline |
| (8e) Most Recent use of the site and/or building: | Agricultural |
| 8(f) Municipality Project is located in: | Mooers Forks |
| 8(g) School District Project is located in: | Northeastern Clinton |

8(h) Is there an existing or proposed lease for this project? Yes [X] or No [ ]
(If yes, attach a copy). See attached Exhibit C.

8(i) Is there a purchase option or other legal or common control in the project? Yes [X] or No [ ]
If yes, attach copy or describe participation:
There is an option to lease the land for the project.

8(j) List the major equipment to be acquired as part of the project. Please provide a detailed inventory of said equipment when one becomes available.

Solar PV panels, inverters, electrical wiring

8(k) Is there now or does the applicant believe there will be significant opposition to the proposed project? Yes [ ] or No [X] *Applicant has 3 other projects at same site; no opposition and all approved by the Town of Mooers*

If "Yes," Explain:

**9.) On-site Utilities and Providers:**

| Type: | Provider: |
|---|---|
| **Water** | --- |
| **Sewer** | --- |
| **Electric** | NYSEG |
| **Gas** | --- |
| **Broadband** | --- |

## Section C :
## Project Costs

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

| Category | Costs |
|---|---|
| Land | $ 0 |
| Building | $ 0 |
| Equipment (1) | $ 1,950,000 |
| Other (2) | $ 2,171,707 |
| Total: | $ 4,121,707 |

If citing "Other," Explain:
(1) Equipment amount represents EPC equipment and margins.
(2) Other represents NYSEG Interconnection Cost, surveys, environmental studies, engineering, development fees, construction labor, financing costs, other soft costs.

10(a) Both Clinton County and the CCIDA have policies that encourage the use of local labor. Is the applicant willing to consider the use of local labor?

Yes [X] or No [ ]

**11.) Financing Sources:**

11(a) State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

| Description of Sources | Amount |
|---|---|
| Private Sector Financing | $1,487,709 |
| Public Sector | --- |
| Federal Programs | --- |
| State Programs (NYSERDA) | $1,105,118 |
| Local Programs | --- |
| Applicant Equity | $163,051 |
| Other (specify, e.g., tax credits) | |
| Tax Equity Investors (Private Sector) | $1,365,829 |
| | |
| TOTAL AMOUNT OF PROJECT FINANCING SOURCES | $4,121,707 |

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

Environmental Reviews, Surveys, Engineering, Site Layouts, Interconnection Studies, and Interconnection Deposits: Total to-date approximately $85,000

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

11(d) Has a commitment for financing been received as of this application date, and if so, from whom?

Yes_____; No X. Institution Name: _____

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

Name: _____ Phone: _____

11(f) The percentage of Project costs to be financed from public sector sources is estimated to equal the following: 27 %

11(g) The total amount estimated to be borrowed to finance the Project is equal to the following: $1,487,709

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

## Section D: Employment Information

### 12.) Employment Impact

12(a) Indicate the number of people presently employed at the Project site and the additional number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

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

| TYPE OF EMPLOYMENT<br>Independent Contractors | | | | | |
|---|---|---|---|---|---|
| | Professional or Managerial | Skilled | Semi-Skilled | Un-Skilled | Totals |
| Present Full Time | | | | | |
| Present Part Time | | | | | |
| Present Seasonal | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| First Year Full Time | | | | | |
| First Year Part Time | | | | | |
| First Year Seasonal | | | | | |
| Second Year Full Time | | | | | |
| Second Year Part Time | | | | | |
| Second Year Seasonal | | | | | |

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

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

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

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

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

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

## Section E: Representations and Certification by Applicant

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

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

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

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

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

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

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

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

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

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

Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

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

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

_____

**(CEO/President of Company)**

***NOTARY***

**Sworn to before me this** 25th **day of** July **, 20**17

_____ **(seal)**

RICHARD W. CHUN
Notary Public, State of New York
No. 02CH6116187
Qualified in Nassau County
Commission Expires September 20, 2020

## Note to Applicant:

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

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

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

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

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

What this means for CCIDA Projects:

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

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

# PART II: COST BENEFIT ANALYSIS

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

## SECTION F - FINANCING STRUCTURE:

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

| | |
|---|---|
| [X] | Straight Lease Transaction |
| [ ] | Tax-Exempt Bonds |
| [X] | Sales Tax Exemption Until completion date |
| [X] | Mortgage Tax Abatement |
| [X] | Real Property Tax Abatement/PILOT |
| [ ] | Other – Explain: |

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

Type I [X] Type II [ ] Type III [ ] Deviation [X] (check one)

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

## SECTION G - PROJECT QUESTIONNAIRE:

| | |
|---|---|
| 1. Name of Project Beneficiary ("Company"): | NY Mooers IV, LLC |
| 2. Municipality Project is Located | Mooers Forks |
| 3. School District Project is Located | Northeastern Clinton |
| 4. Estimated Amount of Project Benefits Sought: | $149,437 (year 1)<br>Ongoing benefits are a property tax exemption replaced with a standard PILOT |
| A. Amount of Bonds Sought: | $ NA |

| | |
|---|---|
| B. Value of Sales Tax Exemption Sought | $ 78,000 (4%of Equipment Cost) |
| C. Value of Real Property Tax Exemption Sought | $ 56,560 /yr to be replaced with PILOT |
| D. Value of Mortgage Recording Tax Exemption Sought (Clinton County MRT = 1%; as of 9/1/13) | $ 14,877 (1% Private Sector Financing) |

## SECTION H - PROJECTED PROJECT INVESTMENT:

| | |
|---|---|
| A. Land-Related Costs | |
| 1. Land acquisition | $ |
| 2. Site preparation | $ |
| 3. Landscaping | $ |
| 4. Utilities and infrastructure development (costs to upgrade the utility electrical grid to accept additional electricity from the solar farm) | $ 303,850 |
| 5. Access roads and parking development | $ |
| 6. Other land-related costs (describe) | $ |

| | | |
|---|---|---|
| B. | Building-Related Costs | |
| 1. | Acquisition of existing structures | $ |
| 2. | Renovation of existing structures | $ |
| 3. | New construction costs | $ |
| 4. | Electrical systems | $ |
| 5. | Heating, ventilation and air conditioning | $ |
| 6. | Plumbing | $ |
| 7. | Other building-related costs (describe) | $ |
| C. | Machinery and Equipment Costs | |
| 1. | Production and process equipment | $ |
| 2. | Packaging equipment | $ |
| 3. | Warehousing equipment | $ |
| 4. | Installation costs for various equipment | $ 550,000 |
| 5. | Other equipment-related costs (describe)<br>Solar panel and related equipment | $ 1,950,000 |
| D. | Furniture and Fixture Costs | |
| 1. | Office furniture | $ |
| 2. | Office equipment | $ |
| 3. | Computers | $ |
| 4. | Other furniture-related costs (describe) | $ |

E. Working Capital Costs

| | |
|---|---|
| 1. Operation costs | $ |
| 2. Production costs | $ |
| 3. Raw materials | $ |
| 4. Debt service | $ 91,517 |
| 5. Relocation costs | $ |
| 6. Skills training | $ |
| 7. Other working capital-related costs (describe) | $ |

F. Professional Service Costs

| | |
|---|---|
| 1. Architecture and engineering | $ 120,000 |
| 2. Accounting/legal | $ 50,000 |
| 3. Other service-related costs (describe) | $ 777,748 |

G. Other Costs

| | |
|---|---|
| 1. Mortgage Amount not included in above costs | $ |
| 2. Customer Acquisition Costs | $218,592 |
| 3. Project Reserve Costs (decommissioning) | $60,000 |

| H. | Summary of Expenditures | |
|---|---|---|
| 1. | Total Land Related Costs | $ 303,850 |
| 2. | Total Building Related Costs | $ - |
| 3. | Total Machinery and Equipment Costs | $ 2,500,000 |
| 4. | Total Furniture and Fixture Costs | $ - |
| 5. | Total Working Capital Costs | $ 91,517 |
| 6. | Total Professional Service Costs | $ 947,748 |
| 7. | Total Other Costs | $ 278,592 |
| | **TOTAL PROJECT COSTS** | $ 4,121,707 |

## SECTION I - PROJECTED CONSTRUCTION EMPLOYMENT IMPACT:

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

| Year | Construction Jobs (Annual wages and benefits $40,000 and under) | Construction Jobs (Annual wages and benefits over $40,000) |
|---|---|---|
| Current Year | -- | 24 – 34 (*) |
| Year 1 | -- | -- |
| Year 2 | -- | -- |
| Year 3 | -- | -- |
| Year 4 | -- | -- |
| Year 5 | -- | -- |

* 8-10 Electrical
3-6 Civil
10-14 Racking/Installation
3-4 Fencing

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

| Year | Total Annual Wages andBenefits | Estimated Additional NYS Income Tax |
|---|---|---|
| Current Year | $ 1,440,000 (annualized) | $ 57,600 (annualized) |
| Year 1 | $ | $ |
| Year 2 | $ | $ |
| Year 3 | $ | $ |
| Year 4 | $ | $ |
| Year 5 | $ | $ |

## SECTION J - PROJECTED PERMANENT EMPLOYMENT IMPACT:

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

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

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

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

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

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

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

| New Job Skills | Number of Positions Created | Wage Rate |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

## SECTION K - PROJECTED OPERATING IMPACT:

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

| | |
|---|---|
| Additional Purchases (1st year following project completion) | $_____ |
| Additional Sales Tax Paid on Additional Purchases | $_____ |
| Estimated Additional Sales (1st full year following project completion | $_____ |
| Estimated Additional Sales Tax to be collected on additional sales (1st full year following project completion) | $_____ |

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

| |
|---|
| |

**CBA QUESTIONNAIRE CERTIFICATION**

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

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

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

**Date Signed:** July 24, 2017

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

Name: Peter Dolgos

Title: SVP

Phone Number: 646-998-6495

**Signature:** Peter Dolgos

## APPLICATION ATTACHMENT A:

### Acknowledgements and Yearly Filings

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

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

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

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

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

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

**Name:** Peter Dodge **Title:** SVP

**Date:** 7/24/17

## APPLICATION ATTACHMENT B

### County of Clinton IDA Fee Schedule:

Adopted: 5/13/13

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

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

## APPLICATION ATTACHMENT C

## CCIDA UTEP PILOT Scoring Criteria

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

## Scoring

6 points or less - Category 1 benefits
7-11 points - Category 2 benefits
12 points or more - Category 3 benefits

# APPLICATION ATTACHMENT D

## CONSTRUCTION EMPLOYMENT AGREEMENT

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

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

Relevant Company Information:

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

Phon: _____ Fax: _____
Email: _____

General Contractor, if determined:

Contractor: _____
Representative: _____
Mailing Address: _____

Phone: _____ Fax: _____
Email: _____

Construction start date is estimated to be October 2017 with occupancy to be taken on December 2017 (earliest) (estimated)?

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

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

July 24, 2017
7/24/17
Dated

NY Mooers IV, LLC
Name of Applicant

Peter Dolgos
Signed

Peter Dolgos / Senior Vice President
Printed Name and Position

**EXHIBIT A**

**TO**

**THE COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION FOR FINANCIAL ASSISTANCE**

TOWN OF MOOERS

**2508 RT. 11 P.O BOX 242**

**MOOERS, NEW YORK 12958**

**Tel.: 518-236-7927 Fax 518-236-4769**

**RESOLUTION TO ESTABLISH THE TOWN OF MOOERS AS LEAD AGENCY ON THE DELAWARE RIVER SOLAR PROJECT**

**Whereas;** Delaware River Solar wishes to install a solar farm, located at 297 Boas Road Mooers Forks, New York 12959; and

**Whereas;** Delaware River Solar agrees to reimburse the Town of Mooers for any legal and professional consultation they deem appropriate to fulfill the obligation of lead agency; and

**Whereas;** The Town of Mooers Zoning Board of Appeals has no objection to the Town of Mooers taking lead agency status for this project.

**Therefore;** Be it resolved that the Town of Mooers, as Lead Agency, accepts the SEQR negative declaration of the Delaware River Solar Project made on April 17, 2017 by the Zoning Board of the Town of Mooers.

**Motion: Councilperson Boulerice**

**Seconded by: Councilperson Perras**

**Discussion: none**

The result of a Roll Call was 5 AYES (Councilperson LaValley, Councilperson Myatt, Councilperson Perras Councilperson Boulerice, Supervisor Menard) and 0 NOES.

**Therefore;** Supervisor Menard declared **Resolution # 17-2017** adopted.

DATED: June 12,2017

Jessica Bulriss

JESSICA K. BULRISS, TOWN CLERK

**Resolution # 17 -2017**

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

## Instructions for Completing

**Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1.** 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

**Part 1 - Project and Sponsor Information**

Name of Action or Project:
Delaware River Solar Site Plan 2017

Project Location (describe, and attach a location map):
297 Boas Rd, Mooers NY. The project site is located south of the NY Route 11 and Boas Rd intersection.

Brief Description of Proposed Action:
A proposed 4 field solar farm and access road located off Boas road. The site currently exists as a grass field with some wooded areas. A wetland is located on the southern half of the parcel.

| Name of Applicant or Sponsor: | Telephone: 646-998-6495 |
|---|---|
| Delaware River Solar | E-Mail: peter.dolgos@delawareriversolar.com |

Address:
33 Irving Place

| City/PO: | State: | Zip Code: |
|---|---|---|
| New York | NY | 10003 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☑ | ☐ |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: County of Clinton; Town of Mooers Speical use Permit, NewYork State Department of Conservation Wetland Permit | ☐ | ☑ |

3.a. Total acreage of the site of the proposed action? 207.70 acres
b. Total acreage to be physically disturbed? 2.18 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 207.70 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☑ Agriculture ☐ Aquatic ☐ Other (specify): _____
☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations? | ☐ | ☑ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ |
| b. Are public transportation service(s) available at or near the site of the proposed action? | ☑ | ☐ |
| c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>Proposed solar farm will create renewable energy | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: _____ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? | ☑ | ☐ |
| b. Is the proposed action located in an archeological sensitive area? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☐ | ☑ |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>Proposed access road will cross the wetland | ☐ | ☑ |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 16. Is the project site located in the 100 year flood plain? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes,<br>a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES | ☐ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?<br>If Yes, briefly describe: ☐ NO ☐ YES | | |

| | NO | YES |
|---|---|---|
| 18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?<br>If Yes, explain purpose and size: _____ | ☑ | ☐ |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: _____ | ☑ | ☐ |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe: _____ | ☑ | ☐ |

**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

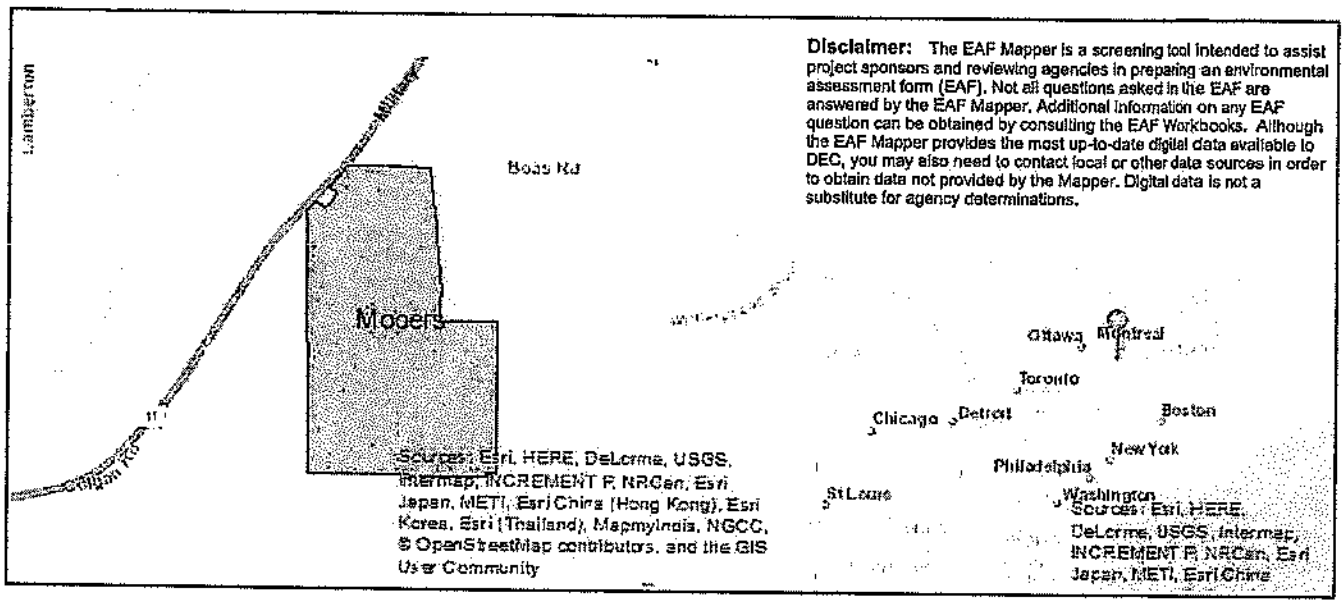
Applicant/sponsor name: _____ Date: 3/22/17

Signature: _____

PRINT FORM

# EAF Mapper Summary Report

Thursday, March 23, 2017 1:50 PM




**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.

| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National Register of Historic Places] | No |
| Part 1 / Question 12b [Archeological Sites] | No |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | Yes |
| Part 1 / Question 20 [Remediation Site] | No |

# TOWN OF MOOERS

2508 ROUTE 11 - P.O. BOX 242
MOOERS, NY 12958
TELE: (518) 236-7927 X105 FAX: (518) 236-4769
ZENZONE@PRIMELINK1.NET
WWW.MOOERSNY.COM


Delaware River Solar, LLC;

The Town of Mooers Zoning Board of Appeals (ZBA) convened on 4/17/17 and reviewed your application for a solar farm installation located at 297 Boas Rd Mooers Forks, NY 12959. Your proposal has been approved by the ZBA with the condition that The Town will accept "Lead Agency" and Delaware River Solar agrees to reimburse the Town for any legal and professional consultation they deem appropriate to fulfill the obligations of the title. The Town Board must accept this decision by resolution for a building permit to be issued.

Respectfully,

Michael Willette

Chairman
Mooers ZBA

Agency Use Only [If applicable]

Project:

Date:

# *Short Environmental Assessment Form*
## *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|---|---|---|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | ☑ | ☐ |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | ☑ | ☐ |
| 3. Will the proposed action impair the character or quality of the existing community? | ☑ | ☐ |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | ☑ | ☐ |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | ☑ | ☐ |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | ☑ | ☐ |
| 7. Will the proposed action impact existing:<br>a. public / private water supplies? | ☑ | ☐ |
| b. public / private wastewater treatment utilities? | ☑ | ☐ |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ☑ | ☐ |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ☑ | ☐ |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ☑ | ☐ |
| 11. Will the proposed action create a hazard to environmental resources or human health? | ☑ | ☐ |

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

## *Short Environmental Assessment Form*
## *Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

| | |
|---|---|
| Town of Mooers, Zoning Board of Appeals | 4/17/2017 |
| Name of Lead Agency | Date |
| Michael Willette | Zoning Board of Appeals Chairman |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM

**EXHIBIT B**

**TO**

**THE COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION FOR FINANCIAL ASSISTANCE**

DRS DELAWARE RIVER SOLAR

# PROJECT SUMMARY

# 2 MW AC COMMUNITY SOLAR FACILITY

# BOAS ROAD #4, MOOERS NY 12959

**Prepared for:**
**Town of Mooers Planning Board**

Prepared by:
**Delaware River Solar**

**July 24th, 2017**

DRS DELAWARE RIVER SOLAR

## Content

## LIST OF FIGURES

## LIST OF TABLES



## LIST OF DRAWINGS



## ACRONYMS

| | |
|---|---|
| AC | Alternating Current |
| DC | Direct Current |
| kV | Kilovolt |
| MW | Megawatt |
| PV | Photovoltaic |

## 1.0. INTRODUCTION

Delaware River Solar, LLC ("Project Owner" or "DRS") has prepared this Preliminary Project Summary for the proposed development, installation and operation of a 2 MW AC community solar photovoltaic facility ("PV Facility") including the proposed construction and operation of 34.5 kilovolt (kV) interconnection line ("Interconnection Line") to interconnect the PV Facility to the New York State Electric and Gas Corporation ("NYSEG") electrical grid. The energy generated from the proposed PV Facility would be distributed to NYSEG for daily electrical use by NYSEG's customers and directly benefit customers enrolled in the Community Solar Program. Collectively, the proposed PV Facility and Interconnection Line are referred to as the "Project".

The proposed site for the PV Facility ("PV Site") would be on approximately 10.78 acres of undeveloped land within the jurisdiction of the Town of Mooers near Boas Road.

The PV Facility will have a total generation capacity, pursuant to Community Solar guidelines, of not more than 2 MW AC. The final PV System size will be determined based on final system design as approved by DRS and NYSEG.

The connection of the PV Facility to the NYSEG electrical grid, including the specific interconnection equipment, will be part of the "**Interconnection Agreement**".

The PV Facility design will adhere to technical and environmental requirements in accordance with electricity distribution companies' codes and current federal or county and municipality laws.

**Key attributes of the Project include**:

- Direct conversion of sunlight to electricity without generation of waste materials;
- PV power generated from a renewable resource producing no carbon emissions or any other air pollutants;
- No noise generated during solar power generation;
- No traffic disturbance during Project lifespan;
- Minimal visual impact, uniform PV arrays approximately seven feet in height. All on-site structures (maintenance building and electrical switchgear) limited to no more than eight feet in height to minimize visual effects. Project will be surrounded by vegetation; and
- Minimal ground disturbance to the PV Site, including the surrounding environment. Solar panels will be secured to ground by use of a racking system to minimize ground grading.

This Preliminary Plan of Development includes descriptions of and guidelines for the design, construction, operation, maintenance, and decommissioning of the Project. The design, construction, operation, maintenance, and decommissioning of the Project will meet or exceed the requirements of the National Electrical Safety Code and U.S. Department of Labor Occupational Safety and Health Standards, as well as town/municipality requirements for the safety and protection of landowners and property.

The Project Owner has compiled this Preliminary Plan of Development with, to the best of its knowledge, currently available information. A topographic and geotechnical report of the PV Site has not been completed but will be provided, along with other required information, during the permitting process. The present document is subject to change and may be modified if new information becomes available and as design drawings are finalized. The information contained in this document is preliminary and not intended to describe all the relevant information of the Project and is qualified in its entirety by the final application and site plans.

## 1.1. Estimated Project Construction Schedule

Construction of the Project would be expected to begin, at the earliest, in Q4 of 2017 and is estimated to take approximately 3 months to complete. An estimated project construction schedule is hereunder.

**Table 1. Gant's Diagram**

| Rank # | TASK | W1 | W2 | W3 | W4 | W5 | W6 | W7 | W8 | W9 | W10 | W11 | W12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Site preparation and perimeter fence | | | | | | | | | | | | |
| 2 | Mechanical works | | | | | | | | | | | | |
| 3 | Inverter Station works | | | | | | | | | | | | |
| 4 | Electrical & Civil works | | | | | | | | | | | | |
| 5 | Modules placement | | | | | | | | | | | | |
| 6 | Connection Works | | | | | | | | | | | | |
| 7 | Test commissioning & Interconnection | | | | | | | | | | | | |
| 8 | Planting | | | | | | | | | | | | |

## 1.2. Purpose

The overall purpose of the Project is to provide customers with a cost effective source of reliable, renewable solar electricity.

Additional Project objectives include:

- Develop a generation facility that is feasible, quick to construct and easy to operate while providing NYSEG and its customers with a cost-effective, cleaner alternative;
- Establish emission-free PV solar electricity and reduce greenhouse gas (GHG) emissions while avoiding, minimizing, and mitigating the impacts to the environment;
- Generate electricity without utility water supply needs;
- Provide other important economic and environmental benefits to NYSEG and the Municipality, including improving local air quality and public health, developing local energy sources, promoting local jobs and diversifying the energy supply; and
- Contribute to the State of New York goal of 50% of electricity from renewable sources.

Based on historical information, the energy usage for a standard home is 10,000 kWh/year. The proposed PV Facility would generate approximately 3,489,000kWh/year, equivalent to the electricity consumption of 348 homes. The Project Owner's preference would be for the residents and businesses of the Town of Mooers to participate in the Community Solar Program and be the direct beneficiaries of reduced electricity rates.

## 2.0. PROJECT DESCRIPTION

### 2.1. Project Location and Land Ownership

DRS's selection of the PV Site over other locations is based on several site criteria including:

- Contiguous site with relatively flat topography of adequate size to host PV Facility;
- Proximity to existing NYSEG electrical grid;
- Availability, under agreement with current landowner, of land to be purchased or leased;
- Avoiding sensitive areas, such as river, lakes, deep forest etc.;
- Avoiding visual impact by utilizing a site that is set back from public roads and will allow for the PV Site to be screened from public highways through the use of topography and landscaping; and
- Good highway access for construction, operation and maintenance activities.

The PV Site would be located in the Town of Mooers in Clinton County, New York, near Boas Road (See Figure 1). Its nominal elevation is 530 feet above sea level (Figure 2). The latitude and longitude given is 44.933130, -73.670298

The PV Site would be not more than approximately 10.78 acres, including approximately 0.05 acres for the Interconnection Line. The PV Site will be purchased or leased from the property owner ("Property Owner") and is part of approximately 207.7 acres owned by the Property Owner (Figure 3). Access to the PV Site is anticipated to be through Boas Road.

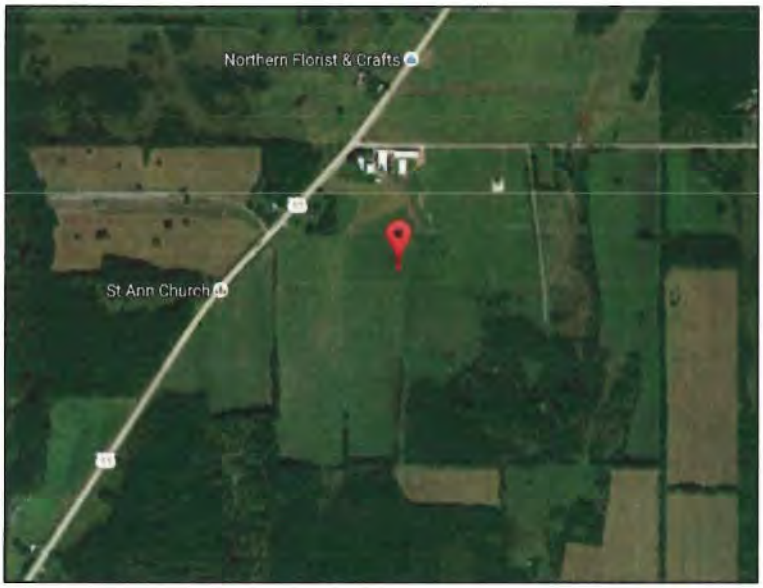



*Figure 1. Project Location (source Google Maps)*
*(See also* Plan 1 – General PV Facility Situation in Drawings)

*Figure 2. Topography*

*Figure 3. Property Boundaries (source NYS DEC EAF Mapper)*

## 2.2. General Overview of PV Facility

A grid-connected photovoltaic ("**PV**") power system is an electricity generating solar PV system that is connected to the utility electrical grid. A grid-connected PV system consists of solar panels, one or more inverters, a power conditioning unit and grid connection equipment. The proposed installation is composed by a field of photovoltaic generators forming a single installation of 2 MWac rated power (Figure 4).

The PV System is composed of polycrystalline photovoltaic modules electrically interconnected with the same orientation and tilt. Modules are interconnected in series of strings of 28. The PV Facility peak power is expected to be 2 MWdc, with a ratio Ppk/Pn of approximately 1.35.

Collecting all DC output, an inverter station and step-up power transformer will be interconnected, conditioning the electric parameters for feeding energy to the electric distribution network. Power generated from PV panels will be transferred via shielded cables within underground conduits to switch gear which forms part of the main power generation facility.

The panels themselves are electrically protected and above-grade wires are both shielded and secured in order to avoid exposure or accidental contact. All necessary protections for this type of facilities and supporting structures for photovoltaic modules are included.


*Figure 4. Diagram of a grid-connected photovoltaic plant*

## 2.3. Acreage and General Dimensions of PV Facility and Interconnection Line

The total acreage of property owned by the Property Owner is 207.7 acres. The Project Site would be located on approximately 11 acres of the Property; the covered area will consist of 10.78 acres utilized for the PV Facility, including 0.05 acres for the Interconnection Line, which assumes a maximum of 20 ft. of temporary, and 2 ft. permanent wide, 1052.08 foot trench.

Table 2 below identifies the significant structures and equipment that would be constructed for the Project, including their dimensions.

**Table 2- Summary of Land Area**

| Description | Area |
|---|---|
| PV Facility | 10.78 Acres |
| Modules covered area | 3.9 Acres |
| Inverter Station covered area | 0.017 Acres |
| Interconnection Line (Permanent) covered area | 0.05 Acres |

## 2.4. PV Facility

The following sections describe the components and processes of the PV Facility. Selected manufacturers may change during the design and permitting process due to market and economic conditions. The final selected equipment will be of similar characteristics.

### 2.4.1. PV Summary of features

The plant will be composed of 8064 CANADIAN SOLAR PV modules of 335 Wp or similar distributed into arrays and mounted on a specific supporting structure.

**Table 3- PV Facility Summary**

| | |
|---|---|
| **Peak power (MWpk)** | 2.7 |
| **Tilt & azimut** | 25°/0° South |
| **Module disposition** | Portrait |
| **Nominal power (MW)** | 2 |
| **Modules/String** | 28 |
| **Total modules** | 8064 |
| **Strings/DC BOX** | 9 |
| **DC BOX** | 32 |
| **Inverter station** | 2 MW |
| **Transformer** | 2 MVA |

The supporting structures are set considering economic and technical conditions to obtain the best yield possible regarding land conditions for the modules to capture the most amount of solar radiation optimizing the installed peak power.

Surrounding shadings are considered in both, the final Project distribution as well as distances between rows of modules. The module arrays are distributed into rows, leaving free corridors considering at least 80% of the arrays width in order to perform the tasks of construction, subsequent maintenance and landscaping.

The inverter station, which contains the transformer, will be nearby to the circuit line in order to connect the PV Facility to the existing distribution network.

### 2.4.2. PV Modules

Proposed manufacturer **Canadian Solar CS6U 335 M**

Similar equipment may be installed depending on the availability of the modules during the procurement period. Expected minimum requirements of the equipment are:

- Conforms with IEC 61215:2005, IEC 61730: 2004, UL 1703 PV Standards and other certificates
- High Module Conversion Efficiencies
- Dimensions 1960x992x45mm
- Cell type: Monocrystalline
- Maximum System Voltage: 1500 Vdc (UL)
- Efficiency up to 20.00 %
- 25 years power output warranty
- Electrical Characteristics STC

Values at Standard Test Conditions STC (Air Mass AM1.5, Irradiance 1000W/$m^2$, Cell Temperature 25°)

**Table 4- STC Module Characteristics**

| | |
|---|---|
| Maximum Power Current (Imp) | 8.87 A |
| Maximum Power Voltage (Vmp) | 37.8 V |
| Short Circuit Current (Isc) | 9.41 A |
| Open Circuit Voltage (Voc) | 46.1 V |

For more information please consult the datasheet appendix of the modules.

### 2.4.3. Supporting Structures

Model: Hot galvanized steel structure according to ISO 1461:2009. Similar equipment may be installed depending on availability of the manufacturers during the construction period.

Evaluation of the structural design of support for the PV modules shall account for permanent loads, snow and wind loads, seismic design construction, structural calculation and foundations, module sizing, control of connections, geotechnical report and effects of temperature changes in accordance with applicable law and, building code.

The metallic supporting bases for PV Modules shall be of steel components hot dip galvanized, with a minimum average thickness of 70µm as ISO/EN 1461 or equivalent or by an appropriate anodized aluminum of heavy duty type and alloy for the better anti-corrosion protection of the construction. It may be used in combination with these materials for the construction of supporting bases. All connections including bolts, nuts, shall be of A2 stainless steel or compliant with other industry standard practices appropriate for the application defined.

Driving pile works will be made taking into account a geotechnical report. Following are several examples of a support structures considered for the Project.

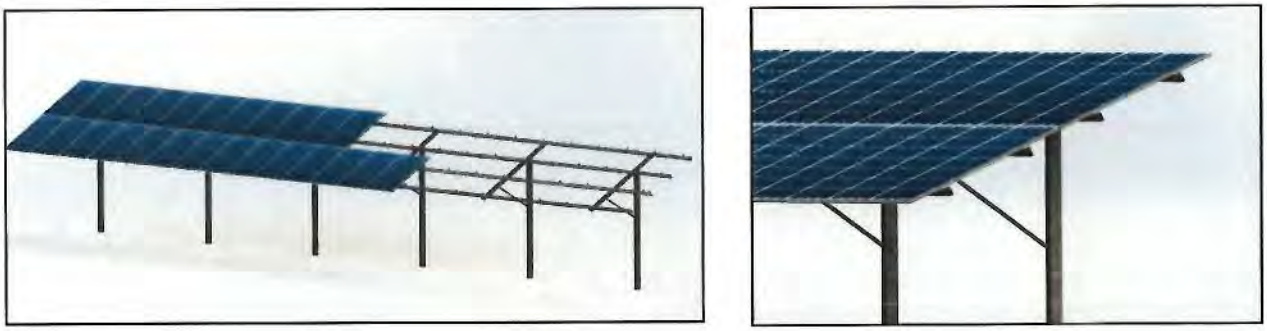


*Figure 5. Supporting structure overview*
*(See also* Plan 3 – Supporting Structure in Drawings)

Key points of the structure:

- Portrait mounting
- Mono-post anchored to the ground
- One tie bar and a crossbar in which the straps are supported.
- Modules fixed to the structure by clamping plates on the straps.
- All connections bolted without welding.
- The depth piling varies according to the soil conditions
- Easy installation and maintenance in a grid-like pattern

**Table 5- Structure Summary Details**

| | |
|---|---|
| Module height above ground (lower part) | 2.67 ft. |
| Maximum height | 8.48 ft. |
| Long | 45.6 ft. |
| Width | 12.96 ft. |
| Angle | 25° |
| Area | 65.7 $yd^2$ approx. |
| Piling depth | On site |

## 2.5. Inverter and Transformer Station

### 2.5.1. Inverter

Proposed manufacturer is **Power Electronics**

Inverter Model: HEC-UL PLUS FS2000CU15 2MW

Minimum requirements of the equipment are described hereunder.

Inverters shall be installed in pre-fabricated lockable containers or in an outdoor installation protected with weather-proof material to NEMA 3S protection degree. Inverters will be configured in a Master/Slave arrangement where appropriate.

The HEC–UL is available in a turnkey MW platform called the HEK Series. Delivered with factory tested Inverters, MV Pad-mounted transformer and auxiliary equipment, skid mounted solutions reduce installation, commissioning and decommissioning time and cost.

Inverters shall meet at least the following requirements, international standards and tested by:

- UL Marked 1741
- IEEE-1547
- IEC 62116

Inverters should be sourced based on the following characteristics;

- Conformity with the Grid Connection Application documents.
- Euro and maximum efficiency ≥ 97 %.
- High reliability (expected availability ≥99%)

The HEC-US PLUS is built on Power Electronics' proven modular topology with up to 7x350kW/500kW power modules connected in parallel. Each module is self-contained with its own control board, independent power platform and cooling system, coupled together to common DC and AC buses. Each day, the HEC-UL inverter wakes up with a single module power on-line. As available PV power increases modules are added to maintain peak inverter efficiency.

If there is a fault in one inverter module, the faulted module is taken off-line and the output power is distributed evenly among the remaining inverter modules.

All modules work in parallel controlled by the master module. This master is the main governor of the system and is responsible for the MPPt tracking, synchronization sequence and overall protection. The automatic mode shifts the master module every night by comparing the register of energy production of all the modules in the system. The module with the least energy produced (kWh) will act as the master on the following day.

A modular inverter is more efficient than a central inverter. During low radiation conditions, a modular architecture uses the correct number of power modules to provide power while the central inverter must consume power internally to support the entire system.

For more information please consult the datasheet appendix of the inverter.

### 2.5.2. Transformer

Proposed manufacturers and final decisions will depend on market conditions and the inverter manufacturer final solution. Following are some specifications, which may change:

- Transformer model: 1 x 2,000 KVA 34.5 kV/ 0.645 kV

Similar equipment may be installed depending on manufacturer availability. Minimum requirements of the equipment are described hereunder.

The pad-mounted transformer is part of a the HEK Open Skid Platform, is designed for large scale utility PV plants, with complete factory integrated DC & AC disconnects and protection, HEC-US solar inverters, a step up pad-mount transformer and auxiliary equipment. On a skid solution, critical power connections are completed and tested made in a factory environment and the pre-tested unit is shipped to the field ready for the final field connections. Standard MV skid platforms can reduce installation and commissioning time.

The all-in-one solution simplifies the installation, saves space and the visual impact is lower than other options of configuration.

*Figure 6.* "All-in-one" Recombiner Box & Inverter & AC Cabinet &Transformer Station

*(See also* Plan 8 – Inverter & Transformer Station in Drawings)

## 2.6. Electrical Installation

This part contains the remainder of the electrical devices necessary in the PV Facility.

### 2.6.1. DC Electric Switchboards

DC boxes proposed manufacturers are **Autrial, Chemick** or **Ingel**.

Similar equipment may be installed depending on manufacturer availability. Minimum equipment requirements are described hereunder.

Within each array, 32 strings of PV modules are to be combined in parallel in a combiner box of with a protection rating of NEMA 3S or above. The total amount of DC Box is 9. The combiner boxes will have at least the following characteristics:

- Suitable for outdoor installation;
- Mounting lugs and required nuts and bolts for installation;
- Designed for UV resistance;
- Self-extinguishing and halogen-free materials;
- Protection isolation;

- Coverage of electrical items with methacrylate plate;
- Disconnecting isolators 1500VDC must comply with applicable standards;
- Fitted with surge protection Device, 3pole, 1500Vdc, 40kA;
- Fully labeled and color coded wiring (as per project all strings);
- Appropriate number of string inputs and associated fuse sizing;
- Anti-condensation filter;
- DC fuse in negative pole per string;
- Grounding copper tape;
- Cable glands for output DC cable (up to 4x1x300mm² Al XLPE cable; defined per project) and signaling cable input & output
- In case of armored cable, glands have to be able to earth the aluminum armor.
- Cable glands for communication cable and grounding cable.

Operational ambient conditions are to be as follows:

- Temperature:77.0°F to + 10.0 °F
- Relative humidity: 15 to 95 %

**2.6.2. Wiring**

Cable manufacturers are **Prysmian / General Cable / Top Cable.**

Two types of PV wiring will be required in the project, from modules to DC Box, and from DC Box to general DC Disconnect Switch. PV cables meet the requirements of UL standard 4703, appropriate for solar photovoltaic applications.

Single conductor, sunlight-resistant, direct burial photovoltaic wire rated 90°C wet or dry, 2000 V for interconnection wiring of grounded and ungrounded photovoltaic power systems.

**Features:**

- Rated 90°C wet and dry
- Rated for direct burial
- Deformation-resistant at high temperatures
- Excellent moisture resistance, exceeds UL 44
- Stable electrical properties over a broad temperature range
- Increased flexibility
- Excellent resistance to crush and compression cuts
- Resistant to most oils and chemicals
- UV/sunlight-resistant
- Meets cold bend and cold impact tests at -40°C

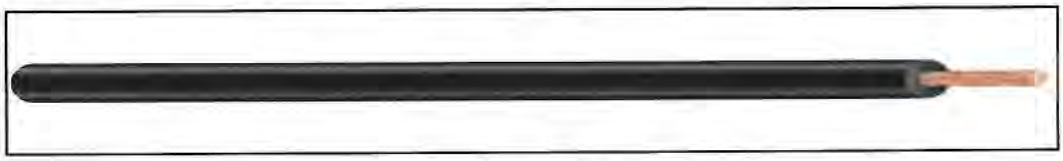


*Figure 7. PV wire*

### 2.6.3. Grounding

Metal enclosures containing electrical conductors or other electrical components may become energized as a result of insulation or mechanical failures. Energized metal surfaces, including the metal frames of PV modules, can present electrical shock and fire hazards.

By properly bonding exposed metal surfaces together and to the earth, the potential difference between earth and the conductive surface during a fault condition is reduced to near zero, reducing electric shock potential. The proper bonding to earth by the equipment grounding system is essential, because most of the environment (including most conductive surfaces and the earth itself) is at earth potential. The conductors used to bond the various exposed metal surfaces together are known as equipment grounding conductors (EGCs).

The metallic device used to make contact with the earth is the *grounding electrode*. The conductor that connects the central grounding point (where the equipment grounding system is connected to the grounded circuit conductor on grounded systems) and a grounding electrode that is in contact with the earth is known as the *grounding electrode conductor* (GEC).

Combined Direct-Current Grounding-Electrode Conductor and Alternating-Current Equipment Grounding Conductor: An unspliced, or irreversibly spliced, combined grounding conductor shall be run from the marked dc grounding electrode conductor connection point along with the ac circuit conductors to the grounding busbar in the associated ac equipment.

See Figure 8 for the combined EGC/GEC routing. Note that the *NEC* allow this combined conductor to be terminated at the first panel board that has a grounding busbar with an attached GEC to a grounding electrode.

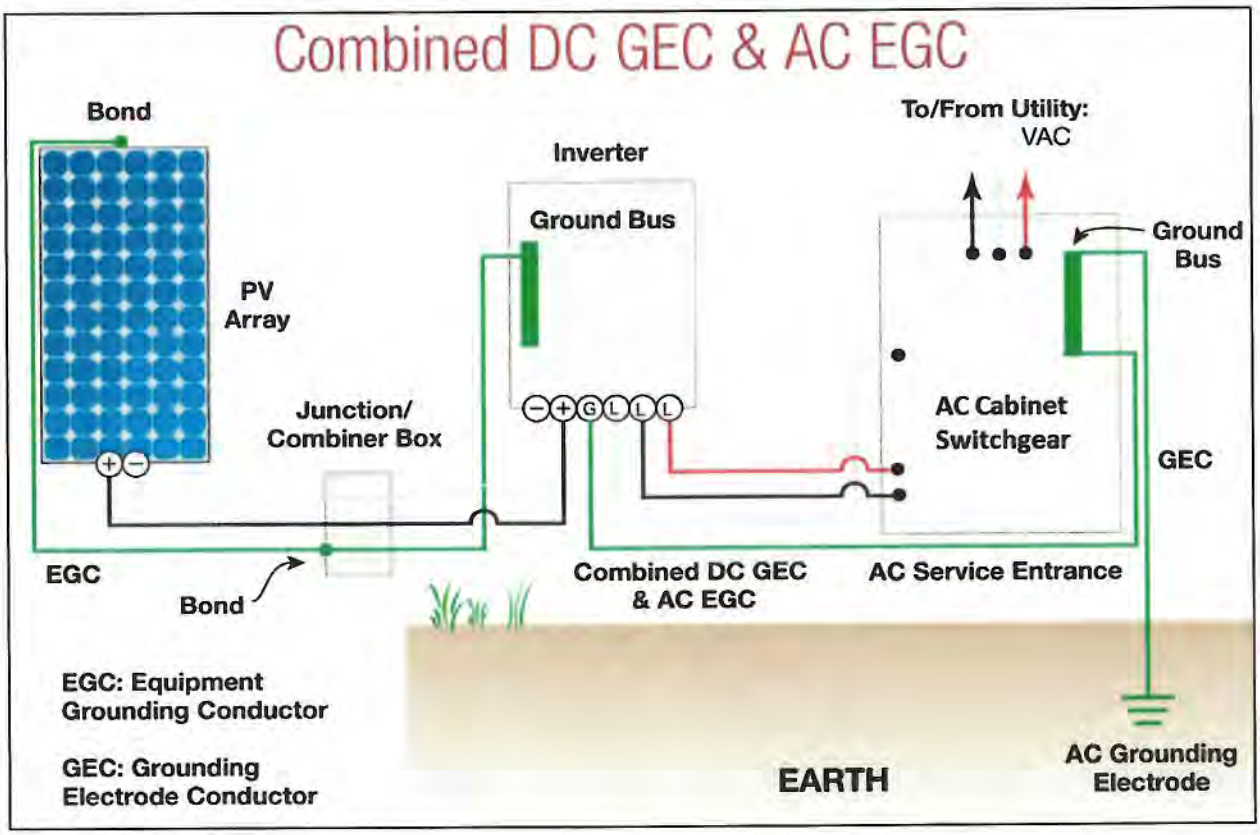



*Figure 8. Combined EGC/GEC grounding routing PV Plant*

## 2.7. Monitoring

Monitoring system manufacturers and models: **Power Electronics, Webdom, Green Power** or similar.

Pyranometer manufacturer and model: **Kipp & Zonen SMP11** or similar.

Sensors include:

- Combiner Box temperature
- Ambient temperature
- Panel temperature
- Solar irradiation
- Wind speed

All sensors such as the weather station and pyranometers must use dedicated Modbus Channels for the collection of measurements. The MODBUS channels cannot exceed a maximum of 16 devices (pyranometers, temperature sensors, wind sensors, weather stations) with no other devices such as string monitors, inverters or relays are to be connected to the dedicated Modbus channel for the weather sensors and pyrometer. All data sent to the Industrial PC (Supervisor software) must be received using Modbus TCP protocol.

The PV monitoring system considered is centralized. This becomes possible by using the own Inverter Station as a core data collection through a basic set of equipment. In a first step, it is necessary to obtain the values of the different variables to monitor. It can mainly monitor the AC installation and the DC installation (panels). For monitoring smaller parts of the DC installation at the inverter level, there are more Combiner Boxer of lesser strings.

The best way to capture Inverter information is using a system to provide communication with a PC, as thus used the Inverter own hardware for measurement, hardware that is already included with the central inverter, so the price is usually lower than other solutions. Measuring switchboards have the advantage that they are able to monitor crowd of system parameters, such as level of harmonics, phase equilibrium, etc.

The data capture software should allow export that information to a format which allows a simple, powerful and flexible data consultation and treatment way.

The inverter station is a central monitoring system of the PV Farm with this features:

- Grid visualization
- PV generator visualization
- Inverter visualization
- Clearly visible external warning signals concerning voltage at the base of pad- mounted transformer and substation
- Registers
- Fault history visualization
- Warning history visualization
- Status visualization
- Internal debug
- SI visualization menu

## 2.8. Mid Voltage Connection

The PV facility will satisfy NYSEG technical interconnection requirements in order to work in parallel with the utility distribution systems.

The Project will fulfill all requirements in terms of:

- Voltage response range
- Frequency response range
- Inverters certified
- Protective function requirements
- Metering
- Operating requirements
- Dedicated transformer
- Disconnect switch
- Power quality
- Power factor
- Islanding
- Equipment certification
- Verification testing
- Interconnection inventory

### 2.8.1. Mid Voltage interconnection line

The proposed Interconnection Line would be designed for 34.5 kV three-phase Wye-grounded (three conductors) circuits. The Interconnection Line will connect the transformer to the existing electrical grid located at southeast of the PV Facility, on circuit #517, Scoita Flatrock Substation.

The Interconnection Line would be by underground duct, conductors rated at 35 kV, backfilled with select and native backfill, and compacted. The main characteristics of the wire are:

-EPR/Copper Tape Shield with overall PVC jacket
-Conductor 1350 Aluminum Compact Class B strand
-Three conductor and grounding wire in contact with metallic shielding cape
-Medium-Voltage Power
-Shielded 25&35 kV
-UL Type MV-105, 133%
-Ins. Level, 345 Mils
-For use in aerial, conduit, open tray and underground duct installations
-Rated at 105°C
-Excellent heat and moisture resistance
-Excellent flame resistance
-Flexibility for easy handling
-Low friction for easy pulling
-Electrical stability under stress
-Chemical-resistant
-Meets cold bend test at -35°C
-105°C rating for continuous operation
-140°C rating for emergency overload conditions
-250°C rating for short circuit conditions
-RoHS Compliant
-According to National Electrical Code (NEC), UL 1072 and more compliances

*Figure 9. Mid Voltage wire*

### 2.8.2. Point of Common Coupling (PCC)

The PCC is the point where the Project interconnects with the electric utility (NYSEG) grid.

The interconnect point of the photovoltaic system is near the three phase 34.5 KV distribution line. The customer is 11.9 miles from the Scoita Flatrock substation.

**Table 6. The PCC Configuration Summary**

| | |
|---|---|
| Line Voltage at PCC (kV) | 34.5 |
| PCC Line Type | 3 phase |
| PCC Line Configuration | Wye-grounded |
| Distance to Circuit Source | 11.9 miles |

It is recommended that north location point described be utilized as the PCC as it is near the 34.5 kV three phase distribution line. The PCC location is approximately 12 miles away from the Scoita Flatrock substation.

### 2.8.3. AC Generator Disconnect Switch

In order to isolate and protect the PV Facility from the utility electrical grid, a load break disconnecting switch is necessary. The disconnect switch 3-phase located between the generating equipment and its interconnection (at PCC), must be manual, visible, lockable and gang-operated. The CDG Project shall provide the Company with 24-hour/7-day unlimited access and control of this isolation switch.

The disconnect switch must be rated for the voltage and current requirements of the installation. Disconnecting means shall be rated to interrupt the maximum generator output; meet applicable Underwriters Laboratories (UL), American National Standards Institute (ANSI), and IEEE standards; and shall be installed to meet the NEC and all applicable local, state, and federal codes. It will be clearly marked with permanent larger letters: "Generator Disconnect Switch".

In accordance with the Project Owner's safety rules and practices, this isolation device must be used to establish a visually open, working clearance boundary when performing maintenance and repair work. The designated generator disconnect also must be accessible and lockable in the open position and have provisions for both Project Owner and Customer padlocks and be capable of being tagged and grounded on the Project Owner side by Project Owner personnel.

The visible generator disconnect switch shall be a gang-operated, blade-type switch (knife switch) meeting the requirements of the NEC and nationally recognized product standards.

Installation of 2 MWac will also require a recloser with remote control and data access to be installed to:

- Monitor voltage, current
- Act as a utility controlled redundant protection system
- Provide for remote disconnect

## 2.9. Operation and Maintenance

During operation and maintenance activities will focus on the scheduled preventive maintenance and repairs of the solar generating equipment. The maintenance and repair for Project components is expected to be coordinated through monitoring, on-site inspections and technical support from the various warranty services of the original equipment manufacturers.

The PV Facility will operate 7 days per week, generating electricity during the daylight hours. Preventive maintenance activities would occur during normal working hours twice per year with

the occasional need to conduct corrective maintenance to certain equipment or facilities during non-scheduled or weekend hours.

The solar generating equipment will be continuously monitored and controlled from the central control room during normal working hours with 24 hour monitoring from a remote source. The generation units, auxiliary systems and balance of the Generation Facility will be connected to the SCADA system.

Standard maintenance for the PF Facility will be as follows:

- **Modules Cleaning**: Module cleaning will be performed during preventive maintenance hours or extraordinary snow storms.
- **Scheduled PV Maintenance**: There will be the need to periodically inspect the modules (removal snow, ice, grass, vegetation) and make necessary alignment adjustments (i.e. tighten fasteners) or replace damaged modules to prevent breakdowns and production losses. System components will go through maintenance checklist once or twice per year. The checklist shall include such items as:
  - Checking wire connections
  - Testing voltage/current at any part
  - Inspecting components for moisture
  - Confirming settings on the inverter
  - Transformer maintenance
  - Resealing of system components
- **Corrective Maintenance**: Corrective maintenance will occasionally be required due to uncontrollable circumstances such as severe weather or premature failure of components. These unscheduled repairs will be undertaken in a manner to minimize impacts to the continued operation of the PV Facility.
- **Monitoring management:** uses real-time data to oversee Project parameters.

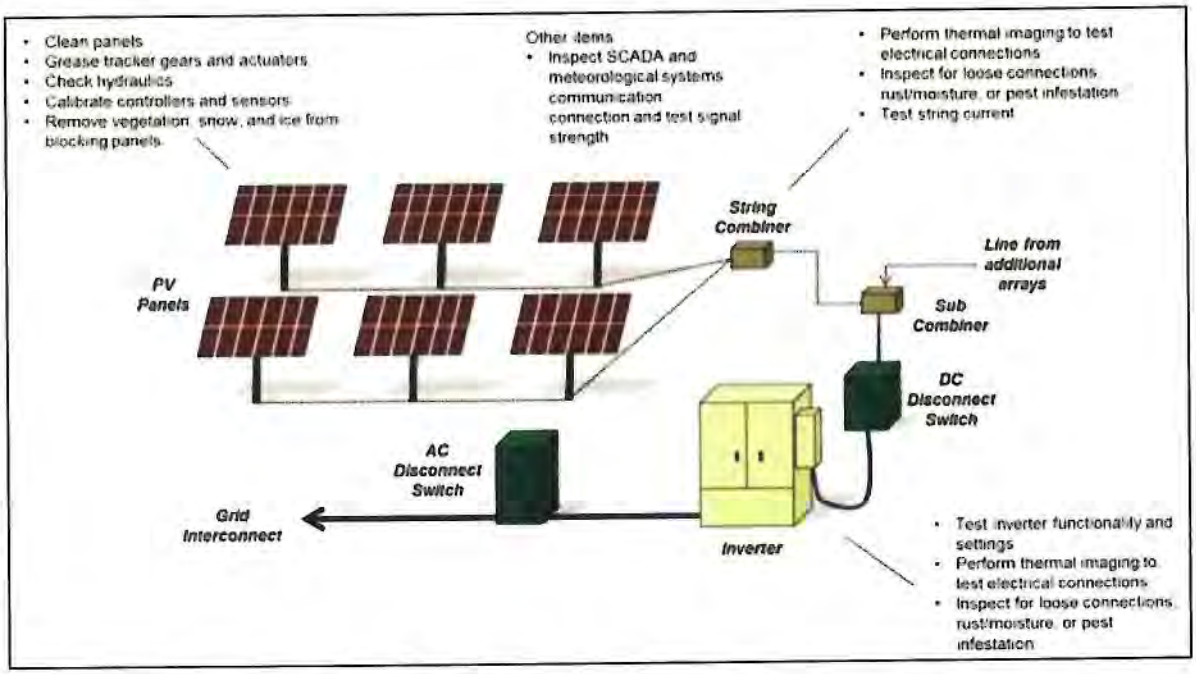



*Figure 10. Highlights of the plant maintenance*

The typical equipment required to support the operation and maintenance of the PV Facility includes:

- Cleaning systems;
- Standard electrical tools;
- Building support systems
- Transport vehicles (pick-up truck, ATV, etc.)
- Standard machinist tools.

## 2.10. Site Security

Limiting access to the PV Site to non-authorized personnel is necessary both to ensure the safety of the public and to protect equipment from potential theft and vandalism.

Some or all of the perimeter of the overall facility may be fenced with an approximately eight-foot-high chain-link fence to facilitate Project and equipment security. Surveillance methods

such as security cameras, motion detector, or heat sensors may be installed at locations along the PV Site boundary. Lighting would be installed only at critical equipment locations. The level and intensity of all lighting will be the minimum needed for security and safety reasons. The security lights will be activated by motion sensors or turned on by a local switch.

If someone want take contact with the operator and owner of the facility will can do it calling to the phone number that appears in the sign which it is at the entrance of the facility. Both, owner and operator, can be reached on a 24-hour basis.

## 2.11. Temporary Construction Facilities

Temporary construction staging areas would be required for temporary construction offices and construction parking. These areas will be located on the Project Site and used throughout the approximately 3-month Project construction period and then decommissioned. The exact location of the temporary construction staging areas will be defined in the General Layout.

The staging areas would include material laydown and storage areas, an equipment assembly area, construction trailers, construction worker parking, and portable toilet facilities.

Graded all-weather roads maybe required in selected locations on the PV Site during construction to bring equipment and materials from the staging areas to the construction work areas. These roads may not be decommissioned after construction, as may be utilized for long-term Project operation and maintenance.

## 2.12. Water Uses and Sources

The Project will not use any utility water for electrical power generation.

## 2.13. Erosion Control and Storm Water Drainage

A storm water pollution prevention plan ("**SWPPP**") study will be conducted, if required.

## 2.14. Vegetation Treatment and Management

Based on the use of existing access, roads, and right-of-ways for the Interconnection Line, it is anticipated that minimal clearing and/or loss of native vegetation would occur for the footprint of the Project.

## 2.15. Waste Materials Management

The Project will generate a variety of non-hazardous wastes during construction and operation. These waste items may include the materials listed in Table 7:

**Table 7**
**Waste and Hazardous Materials Management**

| Item | Description |
|---|---|
| PVC Cement | Adhesive used for underground PVC conduit and sleeve ground; used as necessary |
| Cardboard | General packaging |
| Plastic | General packaging, wiring |
| Cold Galv | Anti-rust galvanizing spray used when cutting Material to prevent rust. Minimum quantity |
| Copper&Aluminum | Used wiring systems |

Material Safety Data Sheets would be provided at the time of installation and would be kept at the job site as they are specific to the product purchased and all wastes shall be disposed according to what is specified in its Material Safety Data Sheets.

### 2.15.1. Construction Waste Management

During construction, inert solid wastes may include recyclable items such as paper, cardboard, solid concrete, metals and wire, Type 1 to 4 plastics, drywall, and wood. Non-recyclable items include insulation, other plastics, food waste, roofing materials, carpeting, paint containers, packing materials, and other construction wastes. Management of wastes will be the

605 responsibility of DRS. Typical management practices required for contractor waste include
606 recycling when possible, proper storage of waste and debris to prevent wind dispersion, and
607 weekly disposal of waste at the local landfill. A waste management plan will be implemented
608 during construction.
609
610 It is expected that a 40-cubic-yard container as minimum, would need to be emptied on a weekly
611 basis during the first month of Project construction and once a month thereafter. This
612 construction waste is not expected to have an impact on public health or cause adverse effects on
613 the local landfill capacity.
614
615 Hazardous wastes are not expected. Lubricating oils generated from the construction vehicles, if
616 any, would be recycled at local approved recycling facilities.
617
618 **2.15.2. Operations Waste Management**
619 During operations, inert solid wastes generated at the PV Site would be predominantly office
620 wastes and routine maintenance wastes, such as scrap metal, wood, and plastic from surplus and
621 deactivated equipment and parts. Scrap materials such as paper, packing materials, glass, metals,
622 and plastics would be segregated and managed for recycling. Non-recyclable inert wastes would
623 be stored in covered trash bins in accordance with local ordinances and picked up by an
624 authorized local trash hauler on a regular basis for transport and disposal to the local landfill.
625
626 **2.16. Fire Protection**
627 Fire protection at the PV Site will include safety measures to ensure the safeguarding of human
628 life, preventing personnel injury, and preserving property.
629
630 **2.17. Health and Safety**
631 Workers will be instructed to use required personal protective equipment (PPE) during
632 construction activities. Required PPE will be approved for use, distinctly marked to facilitate
633 identification, and be used in accordance with the manufacturer's instructions. The PPE will be

of such design, fit, and durability as to provide adequate protection against the hazards for which it is designed. The use of PPE for site activities includes, but is not limited to: safety glasses or goggles, hardhat, earplugs, dust mask, leather and/or insulated gloves, safety-toe and/or metatarsal shoes, apron and safety belt.

A first aid station, complete with all emergency medical supplies, will be provided in the operation and administration building near the break room.

## 3.0. CONSTRUCTION OF THE PV FACILITY

The following section generally describes the activities that are anticipated to occur before and during Project construction and throughout operation and maintenance of the Project. Existing roads would provide access for Project construction, operation, and maintenance. Compliance with the mitigation measures and standard operating procedures listed at the end of this section would be incorporated as part of the Project.

### 3.1. Solar Field Design, Layout, Installation and Construction Processes

The site plan for the PV Facility is in the attached drawings.. The PV Facility consists of 288 PV arrays anchored to the ground. PV arrays may be reconfigured as required by site characteristics such as boundaries, roads, topography or similar constraints.

The PV arrays are installed in a block configuration. PV modules are attached to horizontal steel shafts supported by vertical steel posts. All ground-mounted panels will be around eight (8) feet in height and the minimum height in relation to the ground will be approximately 2 to 3 ft. All mechanical equipment will be completely enclosed by an approximately 8' high fence.

Alternating open areas will be designated as access points allowing occasional access up to two times per year for maintenance activities. Natural vegetation will be allowed to grow in the open areas not used as access points and these areas will remain undisturbed.

### 3.2. Access and Transportation System, Component Delivery, Worker Access

The PV Site access for employee and general construction traffic will be from Boas Road by creating a path. When construction is completed, the path will be replaced by the previous vegetation of the ground. Traffic will come from there onto the main access road to the PV Site where all deliveries will occur. The main access road will also be the primary route for workers to access the PV Site.

Parking will be provided at the PV Site. It is not expected, but if it is necessary a traffic and transportation plan will be developed to address flagging and traffic management along public roads during the construction phase. Construction traffic would continue for approximately three (3) months from the start of construction.

### 3.3. Construction Work Force Numbers, Vehicles, Equipment, Timeframes

Construction activities would include solar PV installation, operation and maintenance facility construction, road and access construction, Interconnection Line trenching, installation of a direct buried rated Interconnection Line, cleanup, and site reclamation. The anticipated number of workers and type of equipment to construct the Project are provided in Table 8.

**Table 8**
**Typical solar PV construction estimated personnel and equipment required**

| Item: | # of Personnel | Equipment: |
|---|---|---|
| Survey | 3 | 2 pickup trucks |
| Solar PV installation | 12 | 1 piling and drilling machine<br>1 fork lift<br>2 trucks |
| Temporary Road Construction | 6 | 1 excavator<br>1 road grader<br>2 trucks |
| Trench and backfill | 4 | 1 excavator<br>1 compactor<br>2 trucks |
| Interconnection Line | 4 | 1 spool truck<br>1 trencher<br>1 truck |
| Clean-up | 4 | 1 truck |

| | | |
|---|---|---|
| Rehabilitation | 2 | 1 truck |
| Estimated personnel | 35 | |

### 3.4. Site Preparation, Surveying and Staking

A detailed land survey will be performed to establish local benchmarks and PV Site boundaries. A topographic survey will be performed to assist the engineering effort in establishing the PV Site's grading and drainage plans for the PV arrays, roadways, and other Project features. Detailed maps with GPS coordinates will be supplied to the proper authorities having jurisdiction as required for permitting.

A licensed survey team, prior to any commencement of construction, will properly stake the PV Site physical boundaries and construction footprints. The survey team will additionally stake the path through any right of ways ("**ROWs**") for the Interconnection Lines or provide a detailed map using GPS coordinates.

### 3.5. Site Preparation and Vegetation Removal

Vegetation would only be removed in disturbed areas as required for placement of electrical equipment or shading events. These areas will be minimized as much as possible.

The PV Site isn't expected to be graded. It is expected that the racking system will be adapted to the existing topography required for installation of the PV racking. Minimum grading may be required for the inverter and transformer pad but it is not expected.

### 3.6. PV Facility and Assembly and Construction

Prior to installation of the PV modules, the supporting steel posts would be installed. The PV modules would be mounted by hand to the steel posts and all necessary electrical, communications, and other connections will be made. All significant assembly and erection would be conducted on site.

## 3.7. Project Construction

The Project consists of a 2 MWac PV Facility and Interconnection Line. Construction schedule is anticipated to be three months.

## 3.8. Gravel and Aggregate Needs and Sources

Gravel and aggregate needs would be moderate. The main access road, if needed, would use compacted, crushed gravel imported from offsite. Materials would be locally sourced.

## 3.9. Electrical Construction Activities

Power generated by the solar PV modules will be collected through a power collection system. The collection system will direct the output from the PV modules to the on-site transformer to be transmitted through the Interconnection Line.

## 3.10. Interconnection Line Construction Sequence

The construction of the Interconnection Line is a several step process; with each step requiring personnel as shown is table 8. The initial step will be clearly surveying the ROW boundaries and marking any existing underground utilities. After the ROW has been staked, excavation equipment can be used to dig the trench. The excavated soil will be used for backfill or hauled off-site for disposal as appropriate. When the trench is prepared, the conduit installation process can begin, utilizing the proper backfill around the conduit, if required. Above the conduit placement, the previously excavated native soil can be used to fill in the remaining trench depth.

## 3.11. Operation and Maintenance

### 3.11.1 Operation and Maintenance Contract

The Project Owner will enter into an Operation and Maintenance Contract ("**O&M Contract**"), the scope of which shall include essential works and services needed for the proper operation and maintenance of the PV Facility. The scope of work shall include at least, but not limited to, the following items:

a) Compliance with the Local, State and Federal Rules, Codes, Regulations and Laws

regarding the health and safety O&M works.

b) Performance of a preventive and corrective maintenance plan.

c) Control and monitoring of the PV Facility 24/365, including CCTV alarms, PV system failures and others related with the anomalous operation and coordination with the local enforcement law.

d) Maintain and operate all the infrastructures, equipment and facilities related to the PV Facility required for the proper operation and in compliance.

e) Provide reports in a monthly and yearly time basis, and of any major unexpected event.

f) Administer and manage supplier's guarantees and warranties.

g) Management and paperwork involved with third party site visits such as insurance, governmental agencies and others related.

h) On site annual peak power and degradation performance testing of PV modules to a representative sample of modules.

i) Annual IR thermography field test of PV modules and connections of the electrical panels. The test will be done in the appropriate weather conditions taking into account that the main purpose is to detect hot spot events.

j) Spare parts stock management, including all cost associated like insurance, security or transportation.

### 3.11.2 Preventive and Corrective Maintenance Programs

The O&M contractor shall comply with the preventive and corrective maintenance programs in order to maintain and operate the PV Facility in the proper way. These actions shall include:

a) Inspect, test, and clean the PV Facility equipment, including a periodically cleaning of the PV modules.

b) Replace all spare parts, supplies and consumables necessary for performance of the O&M Contract according to the Preventive and Corrective Maintenance Program and with the manufacturer's user manual.

c) Perform annual field tests and fix any potential failures that arise due to the test.

d) Provide Project Owner, a monthly report including at least the following information:

energy estimate, energy production, % of availability, weather station information, preventive maintenance services performed, corrective maintenance services performed including spare parts and consumables used. Also the monthly report should include a detailed description of:

1. Any material failure covered by any warranties, action plan and expected timeframe to cover the incident;
2. Any violation of any applicable law ,applicable permit or prudent industry practice due to the O&M practices, including environmental laws, rules, or regulations enforced by governmental agencies;
3. Any adverse events or conditions that may affect the normal operation of the PV Facility.
4. Record of all tests and, reviews performed to maintain all systems in compliance with the manufacturer user manual, including name of company involved and nature of service.

e) Guaranties and warranties of the manufacturers related to the PV Facility that arise, including without limitation any claims or remedies against any subcontractors or suppliers; and

f) Comply with all permits enforced and maintain in effect all permits required for operation and maintenance of the PV Facility;

The scope of works of Preventive Maintenance Services will also include:

a. Fire protection:

i. Landscaping, periodic clearing and cutting back of park vegetation.

ii. Maintenance of access roads.

**The Engineering, Procurement and Construction contractor ("EPC Contractor") shall provide a compilation of all user manuals, guarantees and warranties to the Project Owner and O&M Contractor including a data sheet for each item of equipment.**

# 4.0. ENVIRONMENTAL CONSIDERATIONS

## 4.1. General Description of PV Site and Potential Environmental Issues

### 4.1.1. Special or Sensitive Species and Habitats

The Project is located in an undeveloped area in Clinton County. The majority of the PV Site is grass. General locations where rare animals, rare plants, and significant natural communities (such as forests, wetlands, and other habitat types) are already documented in New York State.

### 4.1.2. Visual

Current visual features of the proposed project area consist primarily of a mix of open tillable fields surrounded by wooded areas. Small clusters of residential and farm homes are situated at northeast and north of property.

There are some cottages, farms or factories on the proximity of the expected PV Plant; to know more information about these buildings and their exactly location, see the image here above.
From these cottages, the current views include tillable zones, grass or scrub sites and wooded areas only at south. In general, is an open landscape partially wooded. The open areas present views of grasses and crops covering the surface, with the remaining areas with minimal vegetation or barren.

*Figure 11. Buildings cluster and Road View*

The ground surface of proposed locations for the solar arrays would be equal to or slightly less than the wooded developed area. The solar arrays would be constructed to a maximum height of about 8 feet. Part of the proposed solar arrays will not be seen from off-site due to their low vertical profile and the extensive perimeter fence boundary surrounding the facility on everywhere.

The same group of arrays could also be visible from a few of the residential properties situated immediately north and northeast of the facility. **A row of trees (added to the existing ones) on the most unfavorable places of the PV Plant ensure that the rural buildings views will be respected and nuisances minimized.**

NY Department of Environmental Conservation (DEC) Guidance "Assessing and Mitigating Visual Impacts" (DEP-00-2, Issuance Date: July 31, 2000) states that: "Aesthetic impact occurs when there is a detrimental effect on the perceived beauty of a place or structure. Significant aesthetic impacts are those that may cause a diminishment of the public enjoyment and appreciation of an inventoried resource, or one that impairs the character or quality of such a place."

At its most unfavorable point, the proposed solar arrays would be more visible, so this point will ensured and the neighborhood views respected. **The most unfavorable areas of the property with less vegetation will be covered. The decision of increasing the existing vegetation will be taken on-site, after an initial study.**

The combination of a perimeter PV Plant fence and a natural barrier of trees within the residential properties would make it difficult for the PV arrays to be seen from all the habitable buildings around Boas Road. No known inventoried aesthetic resources are located off-site within the potential visual field of the proposed solar arrays.

Overall the Proposed Action would not be expected to have an adverse visual impact either on or off the property.

### 4.1.3 Glare

In general, the concept of efficient solar power is to absorb as much light as possible while reflecting as little light as possible, standard solar panels produce less glare and reflectance than

standard window glass. Solar panels use "high-transmission, low-iron" glass, which absorbs more light, producing smaller amounts of glare and reflectance than normal glass.

This is pointed out very well in US patent # 6359212 (method for testing solar cell assemblies and second surface mirrors by ultraviolet reflectometry for susceptibility to ultraviolet degradation), which explains the differences in the refraction and reflection of solar panel glass versus standard window glass.

When a ray of light falls on a piece of glass, some of the light is reflected from the glass surface, some of the light passes through the glass (transmitted), and some (very little) is absorbed by the glass. Following are parameters to take into account when considering glare from solar panels:

- The measure of the proportion of light reflected from the surface is called reflectance (reflection): R
- The measure of the proportion transmitted is the transmittance (this is where the term high light transmission glass comes from because the glass is formulated to allow more light to pass through its surface than would pass through a standard glass surface): T
- The measure of the proportion absorbed is absorptance (absorption) (this amount is very small for clear glass, much smaller proportionately, than the other two components): A

Each quantity is expressed as a fraction of the total intensity (quantity) of a ray of light. Intensity may be expressed as follows: R + A + T = 1.

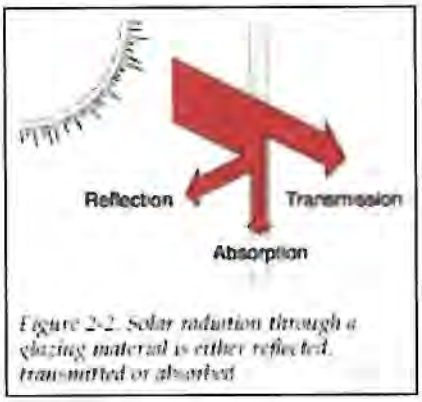
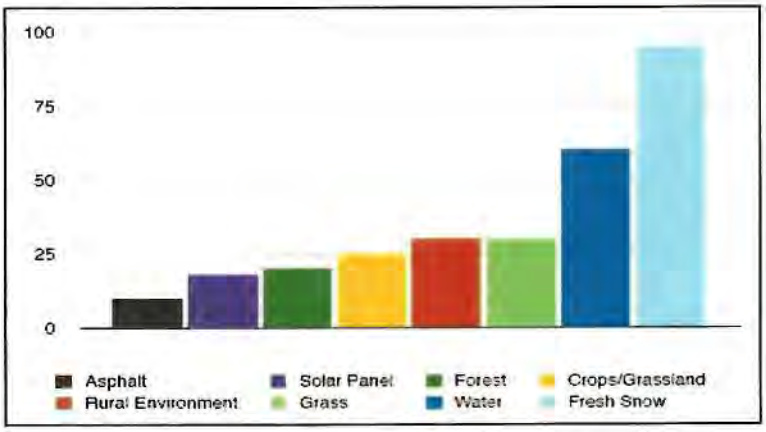



*Figure 2-2. Solar radiation through a glazing material is either reflected, transmitted or absorbed*

*Table 9. Solar radiation through a glazing material*

873

874 The reflection/refraction behavior of a medium is directly related to its index of refraction.
875 Lower the index of refraction is suitable because the medium is allowing more of the incident ray
876 to pass directly through.

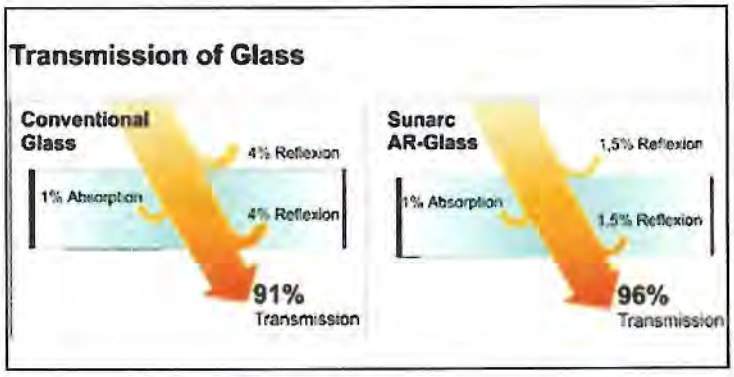



877

878 *Table 10. Common Reflective Surfaces*

879 It should be noted from the graph and the table below, that the reflected energy, in percentage, of
880 solar glass is much lower than water and even below that of forest reflection.

881




882

883 *Table 11. Anti-Reflective Coating reflect a lower percentage of light than smooth water.*

884

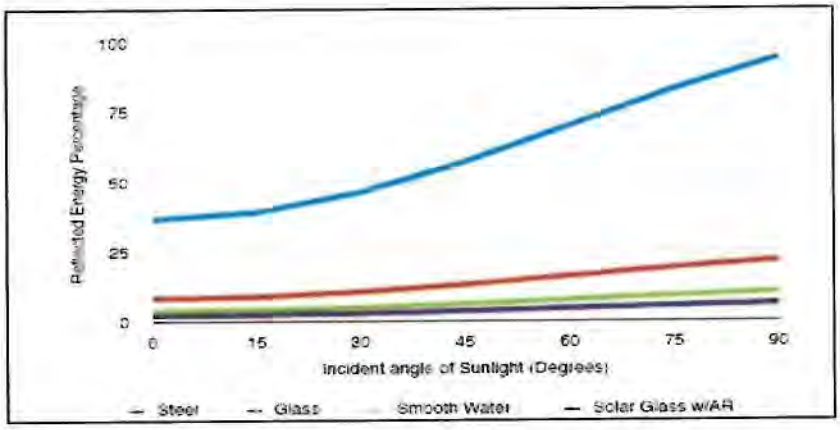



*Table 12. Analysis of typical Material Reflectivity with sunlight angle (from normal).*

Steel, a common building material, reflects far more incident sunlight than a solar panel.

The percentage of the incoming sunlight that is reflected is very low for high sun angles (most of the day) and increases for a very low sun angles (near sunrise and sunset when the intensity of the sun is already substantially lower than at mid-day.).

Taking into account landscaping and fencing surrounding the PV Facility as well as the aforementioned information regarding glare off the solar modules, roadways, buildings and flights paths will not be impacted by glare from the panels.

### 4.1.4. Storm Water Drainage

#### 4.1.4.1 Storm Water Drainage off Modules

The storm water impacts of a solar installation will depend upon the project design, site conditions and characteristics, as well as topographic conditions.

A SWPPP determines the impact, if any, in the existing runoff conditions and remediation actions, if needed, for the proposed runoff conditions. The PV Facility is fixed mounted and is installed with minimal impact to the current topography, and groundcover conditions. Also the PV Facility is arranged with sufficient distance between the modules to allow rainfall to infiltrate

between each module and flow between arrays, allowing any runoff to naturally infiltrate and drain over all ground surface.

The conceptual design of the Project has been arranged, to the maximum extent practicable, to mimic the natural hydrology. Rainwater falling on the modules will not channel or accumulate in large volumes as it will run-off the modules using the gap between each module, about 1 inch. Rain water will fall off each module within a few feet of where it would naturally fall. Additionally, the site has full grass ground cover, avoiding erosive actions.

*Figure 12. Module Spacing gaps*

Elements of the PV Facility that alter the natural infiltration, such as steel poles driven into the ground and any other racking components on the ground, will always be treated as impervious. Other impervious elements would include concrete pads or foundations for racks or inverter cabinets.

The following factors have been considered during the design process:

- Runoff must flow onto and across vegetated areas to maintain the disconnection
- Disconnecting impervious surfaces works best in undisturbed soils. The topography of the site will have minimal disturbance.

The PV Facility will be installed in an existing meadow. The rows of solar panels will be installed according to Figure 15 below. In this scenario, the disconnection length is the same as the distance between rows and is at least 80% of the width of each row. Therefore, each row of modules is adequately disconnected between modules and between rows.


*Figure 13. Array Spacing - disconnection flow path between arrays*

*Source. Maryland Department of the Environment*

For solar panels, storm water management may be provided in a cost-effective manner by disconnecting each row of panels and directing runoff over the vegetated areas between the individual rows.

#### 4.1.4.2 Vegetation under Modules

Shadings under modules

The modules will reduce direct sunlight under each module in direct proportion to its total collection area; this may reduce plant coverage and density under the modules. In contract, this shading will increase the moisture of the ground providing an extra water source for vegetation.

Based on the proposed solar module array layout, there will be a maximum of 11-17 feet of shading underneath each module (varies based on sun position). Within this area there will be reduced sunlight intensity. Recordings made in similar conditions reduced the sunlight intensity to less than 600 Lx. The sunlight intensity is reduced but still enough intensity remains in the area allowing grass to persist under the shaded area. The growing pattern will be slower than the conditions associated with full open environments but good enough to allow grass to endure.

Generally, the measurements made in the various light regimes indicate native grasses grows best when light values exceed 600 Lx but the growing patters will be reduced to a level where the grass will have a thinner cover and resulting a slower growing path for the grass. Other contiguous grasses may actually benefit from some shading providing a slightly moister substrate that could be utilized by the grasses. (Source: proposed solar panels vegetation impacts, prepared by Joseph Arsenault, July 2010)

Based on the studies and research there will be limited impacts to the existing grass vegetation. The impacts will be very low, and there should not be an adverse impact to existing ground cover.

### 4.1.5. Noise

Fixed PV panels mean there are no moving parts. Very minimal low level noise is generated from the electrical inverter and distribution transformer. Inverters are tested and do not generate disturbing noise levels, and noise from equipment will not be audible at the property boundary.

Central inverters are usually surrounded on all sides by the solar panel arrays whose electricity they manage–further distancing them from anyone who might happen to be nearby.

At a distance of 1m, central inverters have a sound pressure level of about >70dB. Furthermore, because solar panels produce power only when the sun is shining, inverters will be completely silent at night.

### 4.1.6. Dust and Waste

The inclination of the modules allows water to flow freely through them and clean the surface when it is raining. No dust will be generated during operations. Modules after use (20 or 30 years) are 95% recyclable. The equipment will be designed for a 30 year lifespan, and end-of-life site remediation and equipment replacement options will be discussed.

### 4.1.7. Safety

A health and safety plan will be implemented during construction. All equipment installed will comply with safety rules.

Warning signs (visible, in good condition and permanent) will be posted. Perimeter fencing (See Plan 11 Perimeter Fencing in Drawings) and surveillance system will be considered. All the equipment will be tested and in warranty. Equipment must comply with Federal, State and local regulations and applicable laws.

The electrical safety for workers will be designed and evaluated in detail. The hot parts will be isolated, and general equipment or switching devices will be mechanically interlocked. The electrical installations are equipped with protection against abnormal operating conditions, providing compliance with safety rules.

Limited security lighting maybe installed and designed to minimize light pollution. Lighting options will be briefly discussed along with recommendations.

### 4.1.8. Impacts during Construction

It is expected that some noise will be generated during construction activities. All actions involving risk will be considered: civil engineering, machinery, transportation, etc. Impacts due to construction will be investigated, and mitigation measures will be proposed. The contingency provision for the PV Facility consists of a detailed analysis of the possible occurrence of an incident while under construction; the purpose is to have a response to maintain the safety of people, environment and property.

### 4.1.9. Cultural and Historic Resource Sites and Values

The historic and archeological map will be utilized to identify if any cultural or historical significance exist on site. Any cultural resource that would be directly or indirectly impacted, if any, would be subject to further evaluation.

### 4.1.10 PV Facilities Classified as Non-Hazardous Materials

Solar photovoltaic systems, have a life expectancy of 30 years. As the volume of solar installations in the US grows, the industry is planning ahead to create panel recycling programs. Photovoltaic panels are designed to last more than 25 years, and many manufacturers back their products with performance guarantees backed by warranties. Many SEIA (Solar Energy Industry Association) members already operate take-back and recycling programs for their products. They are committed to guiding both state and federal regulations that support safe and effective collection and recycling of modules models.

End-of-life disposal of solar products in the US is governed by the Federal Resource Conservation and Recovery Act (RCRA) (http://www.epa.gov/lawsregs/laws/rcra.html), and state policies that govern waste. To be governed by RCRA, panels must be classified as hazardous waste.

To be classified as hazardous, panels must fail the Toxicity Characteristics Leach Procedure test (TCLP test). Most panels pass the TCLP test, and thus are classified as nonhazardous and are not regulated. Numerous companies make available to its customers PV modules that do not contain toxic heavy metals (no more lead or cadmium than allowed under RoHS).

Because PV panel materials are enclosed, and don't mix with water or vaporize into the air, there is little, if any, risk of chemical releases to the environment during normal use. The most common type of PV panel is made of tempered glass, which is quite strong. They pass hail tests. Most residential fires are not hot enough to melt PV components and PV systems must conform to state and federal fire safety, electrical and building codes. Potential for emissions derived from PV components during typical fires is limited given the relatively short-duration of most fires and the high melting point (>1000 degrees Celsius) of PV materials compared to the roof level temperatures typically observed during residential fires (800-900 degrees Celsius).

All solar panel materials, are contained in a solid matrix, insoluble and non-volatile at ambient conditions, and enclosed. Therefore, releases to the ground from leaching, to the air from volatilization during use, or from panel breakage, are not a concern. Ground-mounted PV solar arrays are typically made up of panels of silicon solar cells covered by a thin layer of protective glass, which is attached to an inert solid underlying substance (or "substrate").

The main component of most PV modules is silicon, which isn't intrinsically harmful, but parts of the manufacturing process do involve toxic chemicals and these need to be carefully controlled and regulated to prevent environmental damage. It is important to note that the same materials are in other electronic goods such as computers and TVs.

Generally, companies participate in a fully funded collection and recycling system for end-of-life PV modules produced globally; has written a letter to the Solar Energy Industry Association (SEIA) urging it to support EPR laws and regulations; supports public EPR policies in the regions where the company manufactures and sells PV modules and takes responsibility for recycling by including the "crossed out garbage bin" symbol on PV module name plates, including a PV Cycle link on the company website; and clearly describing on the website how customers can responsibly return PV modules for recycling.

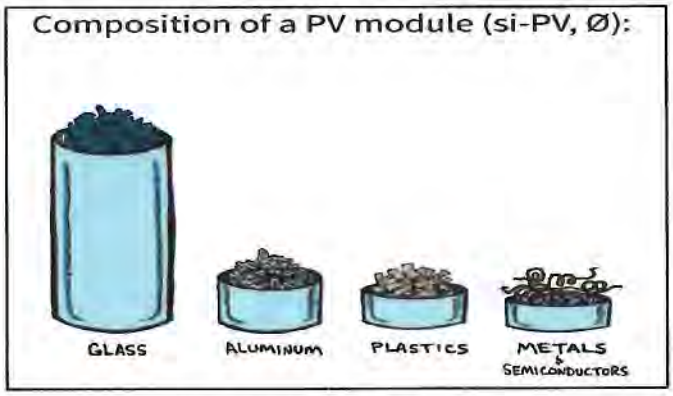



Figure 14. PV Module composition

Source: PV Cycle

Transformers used at PV installations are similar to the ones used throughout the electricity distribution system in cities and towns. Modern transformers typically use non-toxic coolants, such as mineral oils. Potential releases from transformers using these coolants at PV installations are not expected to present a risk to human health. Release of any toxic materials from solid state inverters is also unlikely provided appropriate electrical and installation requirements are followed.

### 4.1.11 Decommissioning Plan

In general:

- Unsafe, inoperable, and/or abandoned equipment, including the PV Facility, shall be removed by the Project Owner. A solar energy system shall be deemed abandoned when it fails to produce energy for at least one (1) year.
- The Project Owner shall submit a decommissioning plan for review and approval. The decommissioning plan shall identify the anticipated life of the project, method and process for removing all components of the PV Facility and returning the PV Site to its pre-existing condition. The decommissioning plan shall also include estimated decommissioning costs, including any salvage value.

Site decommissioning and equipment removal can take a month or more. Therefore, access roads, fencing, electrical power, and other facilities will temporarily remain in place for use by the decommissioning workers until no longer needed. Demolition debris will be placed in a temporary onsite storage area pending final transportation and disposal and/or recycling according to procedures. No hazardous materials or waste will be used during operation of the PV Facility; disposal of hazardous materials or waste will not be required at decommissioning.

Excavations will be backfilled and restored with native onsite material. No significant grading or rework of the site will be performed.

The piling for structures is without concrete foundation, so removing piles will not be onerous. The diameter of the holes in the ground are small in terms impacted area and will be refilled accordingly.

Module manufacturers are required to pay an amount (for recycling modules at the end of its useful life) when they sell the equipment, so the main component of the installation has covered its costs of recycling. Most of the materials of the PV Facility have value: steel, copper, aluminum, and others.

The quantity and value of recycled and reusable materials could vary according to markets value, facility conditions and lifespan.

### 4.1.12. Other Environmental Considerations

Visual resources in the area of the Project have been affected by past and present actions including highway/roadway construction, utility power lines, sewage, utility water pipes and limited commercial and residential development. The Project would be shielded from short sections of Boas Road.

# DRAWINGS

## THE INFORMATION PROVIDED IN THIS DOCUMENT

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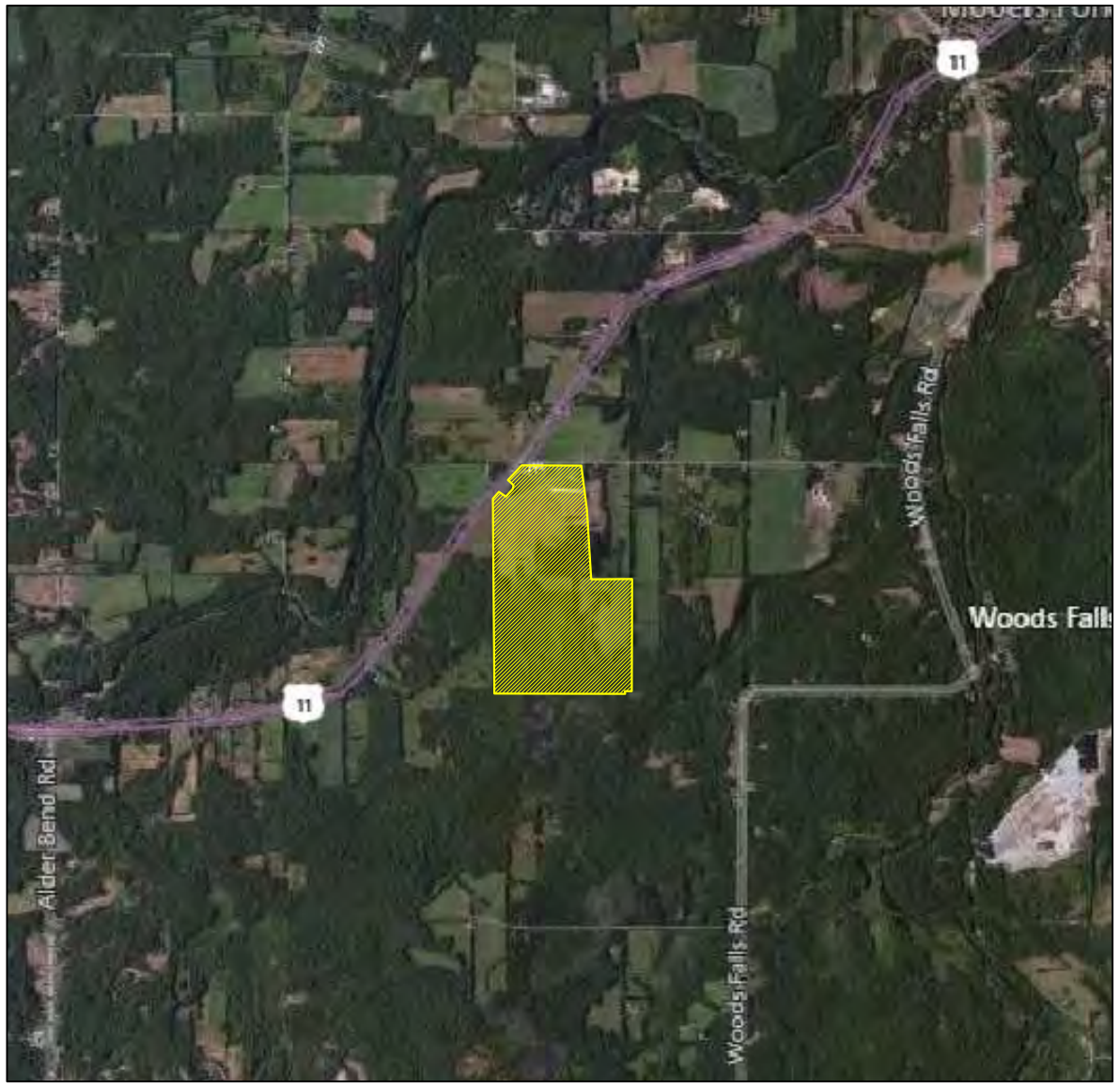


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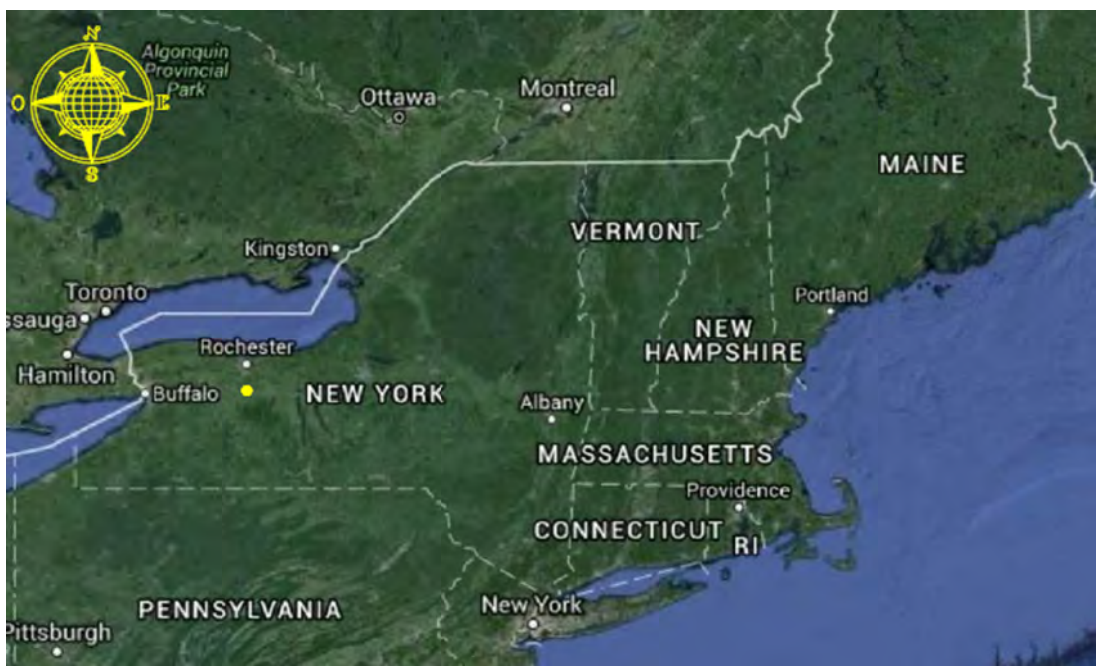
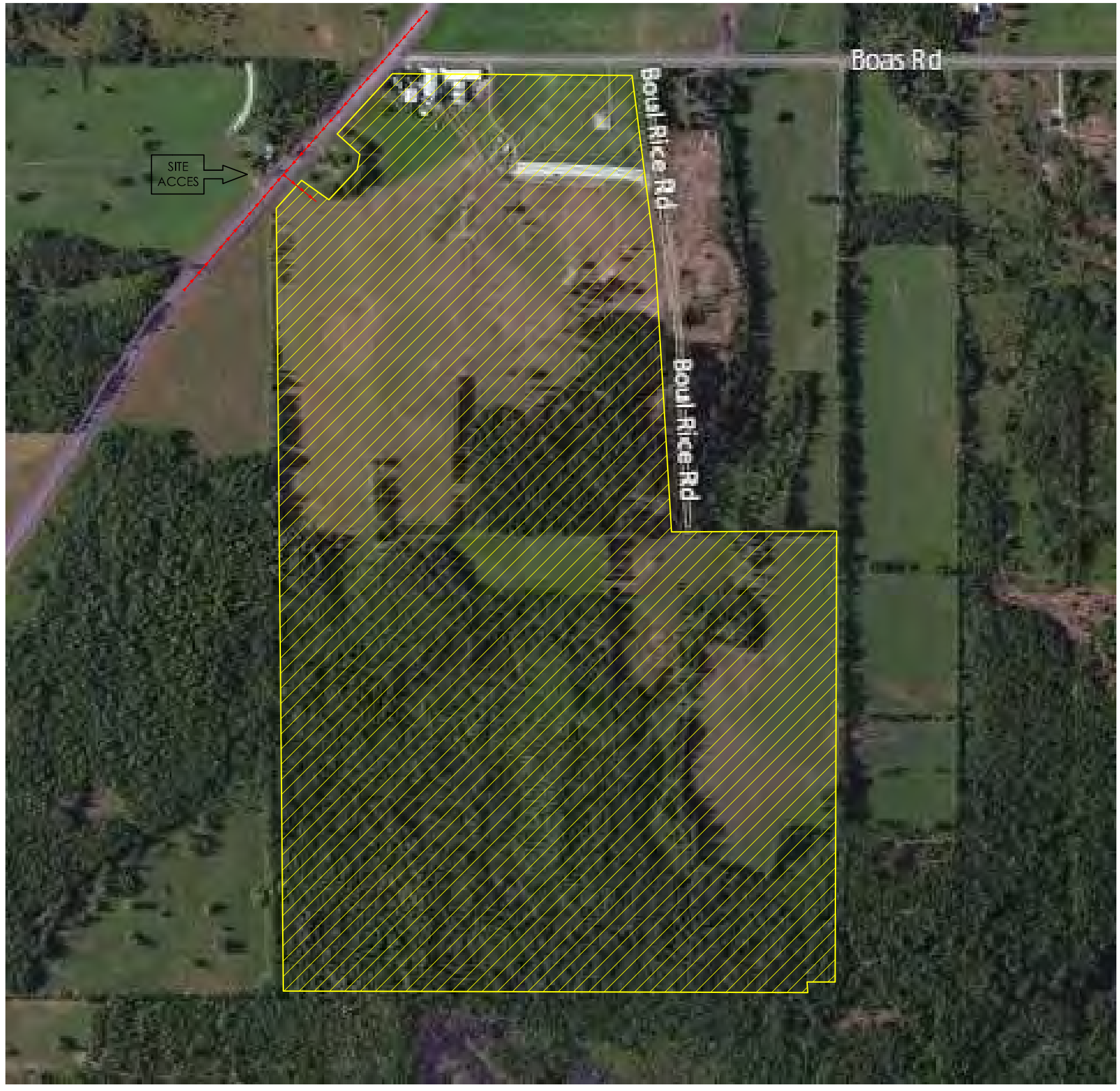



Scale: NS

COORDINATES: 44,933679, -73,672085

DRS DELAWARE RIVER SOLAR
1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

| | | | |
|---|---|---|---|
| Project: | PV INSTALLATION 2 MW AC (#1) | | |
| Proponent: | DELAWARE RIVER SOLAR, LLC | | |
| Location: | 297 Boas Rd, CLINTON, NY 12959 | | |
| Subject: | 297 Boas Road FARM | | |
| Drawing: | GENERAL PV PLANT SITUATION | | |
| Plan No.: | 02 | Scale: | VARIOUS |
| Date: | DECEMBER 2016 | Rev.: | |




## LEGEND

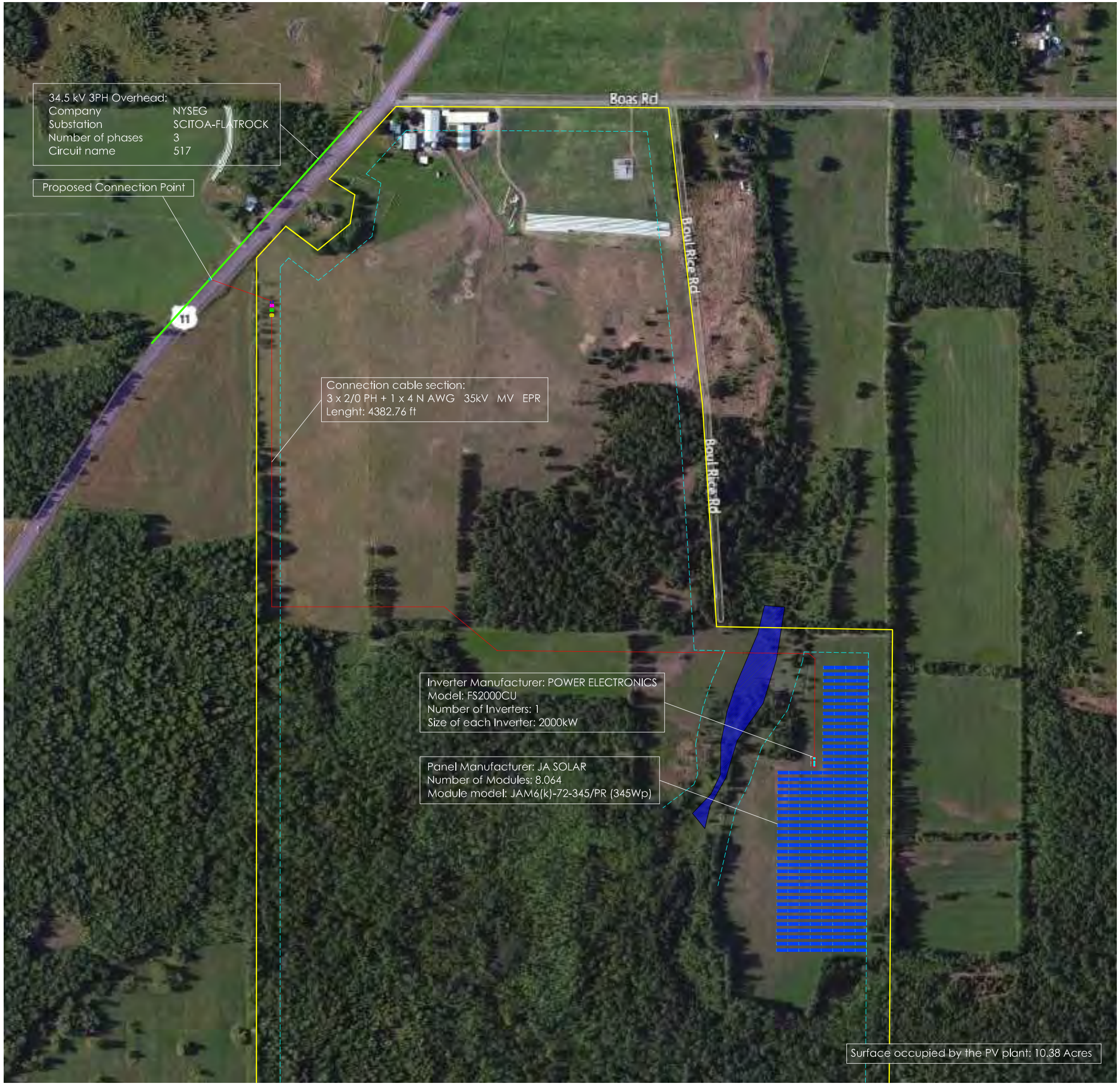
INDICATED SITE BOUNDARY

MAIN ACCES PATH

DRS DELAWARE RIVER SOLAR

1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

| | |
|---|---|
| Project: | PV INSTALLATION 2 MW AC |
| Proponent: | DELAWARE RIVER SOLAR, LLC |
| Location: | 297 Boas Rd, CLINTON, NY 12959 |
| Subject: | Boas Road FARM |
| Drawing: | TRANSPORT STATEMENT |
| Plan No.: 03 | Scale: NS |
| Date: December 2016 | Rev.: |

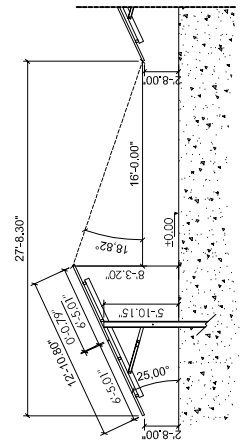



XZERTA ENERGY GROUP
1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

DRAWING ISSUE

- [x] PRELIMINARY
- [ ] CONSTRUCTION
- [ ] CUSTOMER APPROVAL
- [ ] AS-BUILT
- [ ] PERMITTING
- [ ] OTHER: _____

DETAIL scale NS




| PROJECT SUMMARY TABLE | |
|---|---|
| TOTAL OF MODULES: | 8.064 |
| MODULE: | JAM6 (k) - 72 - 345 / PR |
| PEAK POWER PV PLANT: | 2.78208 MWp |

LEGEND

- SOLAR MODULES
- INVERTER
- PAD MOUNTED TRANSFORMER
- EXTERNAL ELECTRIC SERVICE METER
- EXTERNAL DISCONECTED SWITCH
- CUTOUT FUSES
- NYSEG RECLOSER
- DISTRIBUTION POWER LINE
- HV TRENCH
- WETLAND

Project Name: PV INSTALLATION 2 MW AC (#4) — 297 Boas Rd FARM

Site Adress: 297 Boas Rd, CLINTON, NY 12959 — 44.936146, -73.671123

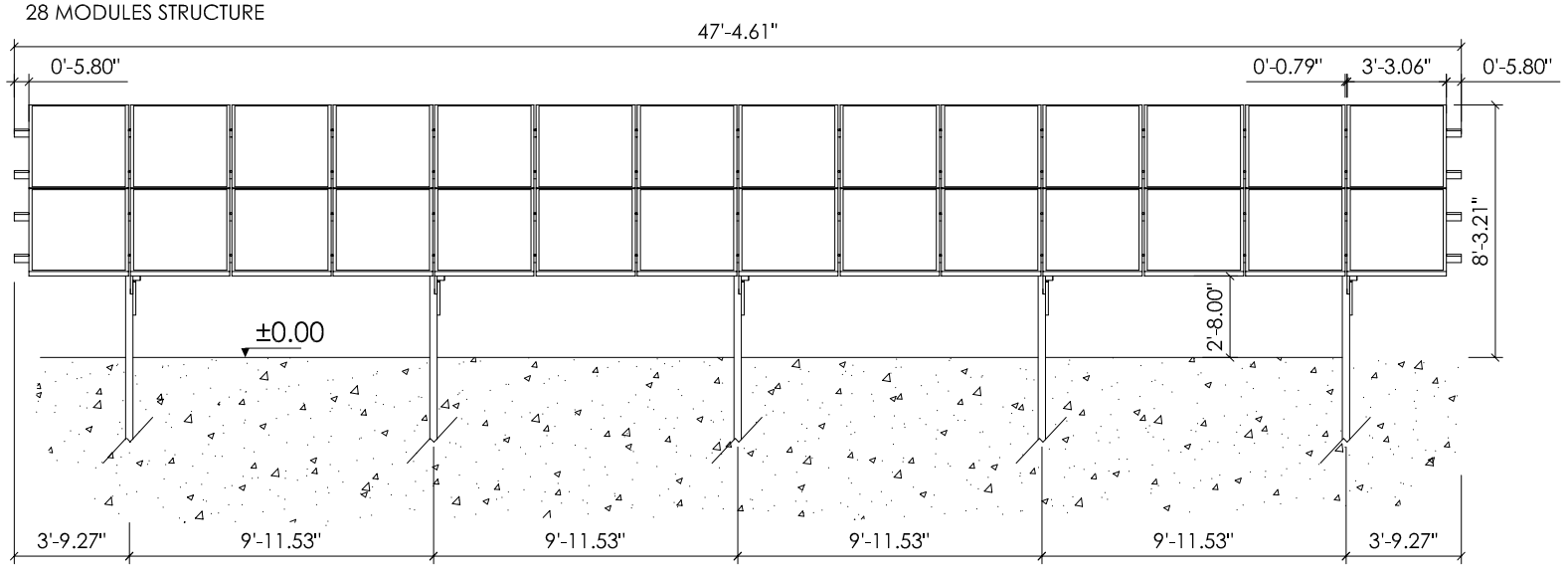
Sheet Name: LAYOUT TECHNICAL REVIEW

Scale: NS (A3)

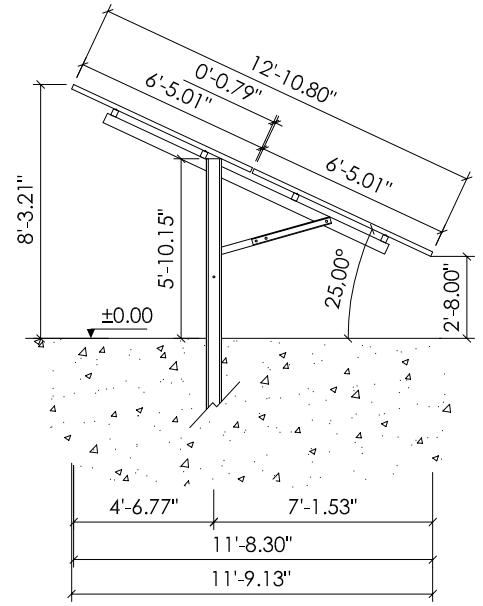
Project ID: #1023

Plan No.: --.-

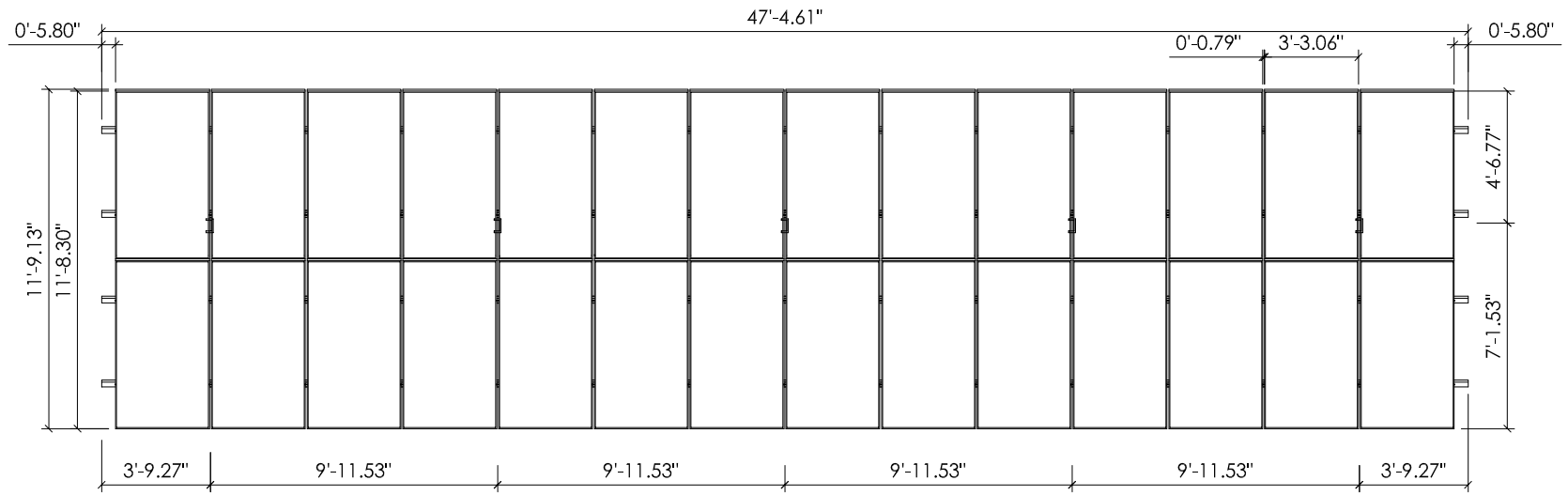
28 MODULES STRUCTURE



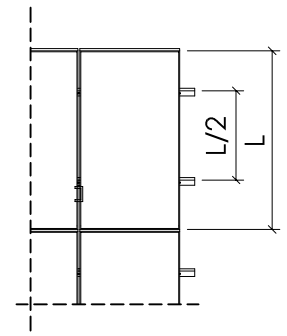

FRONT




LEFT SIDE



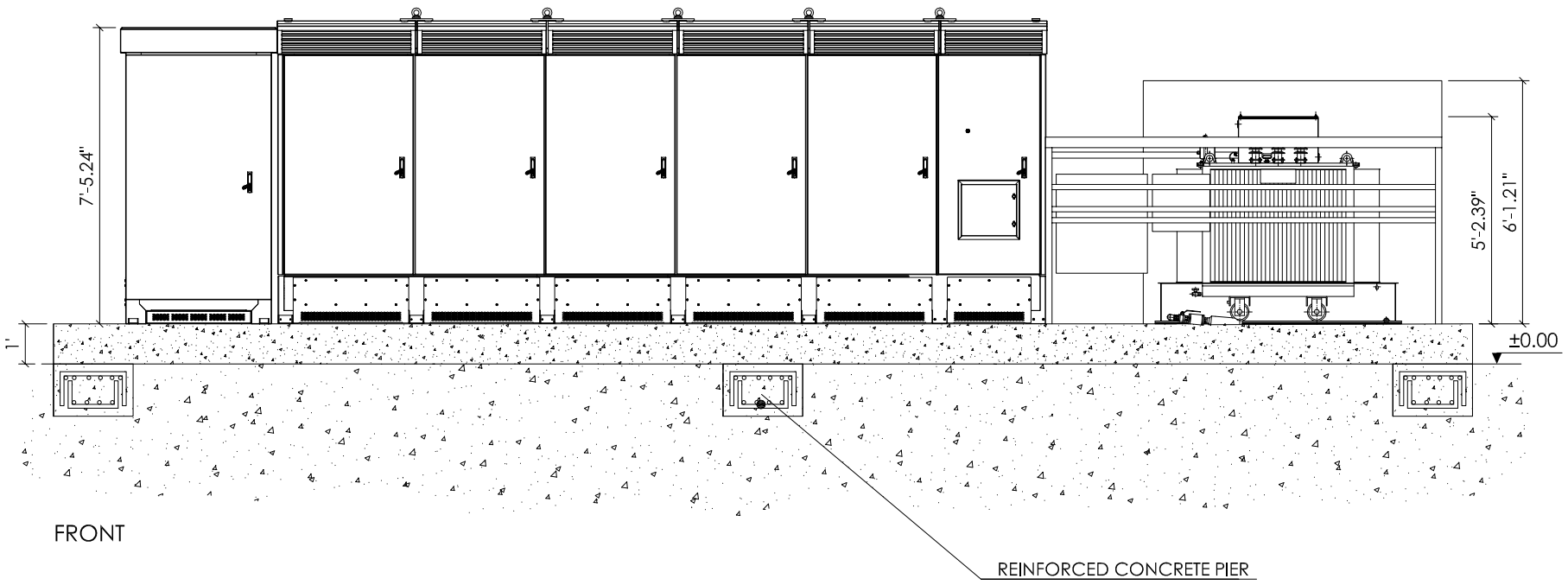

PLANT



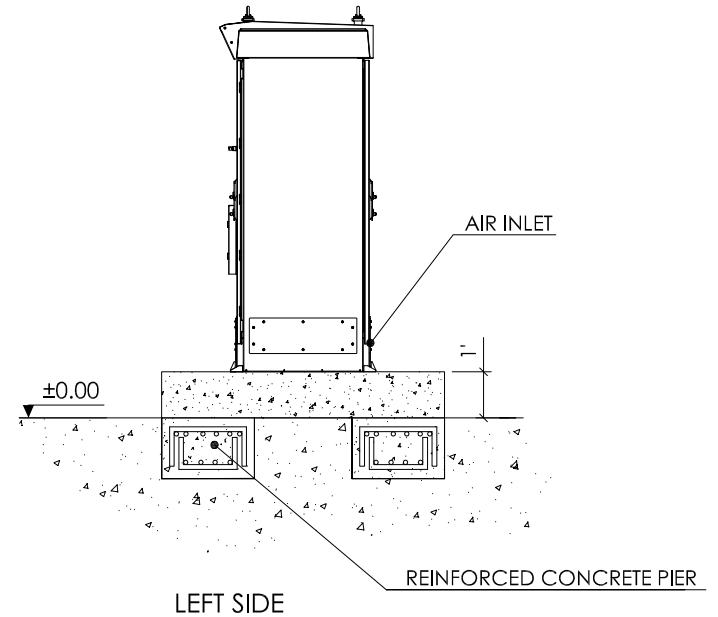

PV PANEL CLAMPS POSITION

DRS DELAWARE RIVER SOLAR
1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

| | |
|---|---|
| Project: | PV INSTALLATION 2 MW AC |
| Proponent: | DELAWARE RIVER SOLAR, LLC |
| Location: | 297 Boas Rd, CLINTON, NY 12959 |
| Subject: | Boas Road FARM |
| Drawing: | SUPPORTING STRUCTURE |
| Plan No.: 06 | Scale: 1/75 |
| Date: December 2016 | Rev.: |

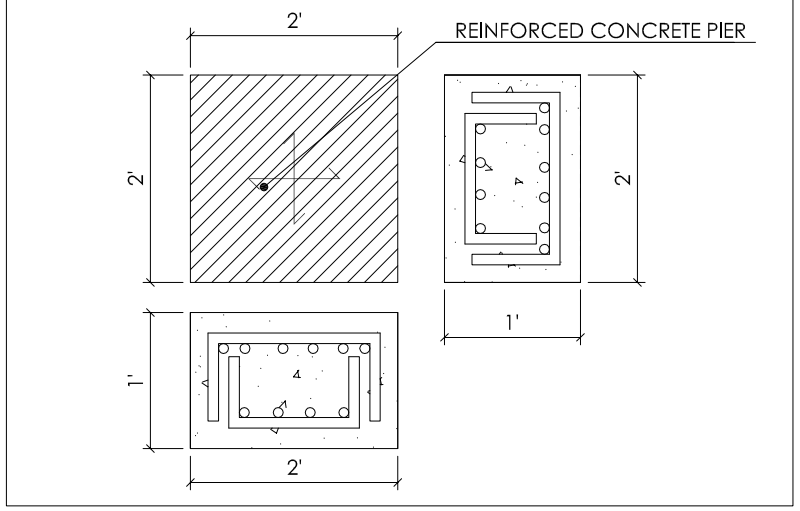


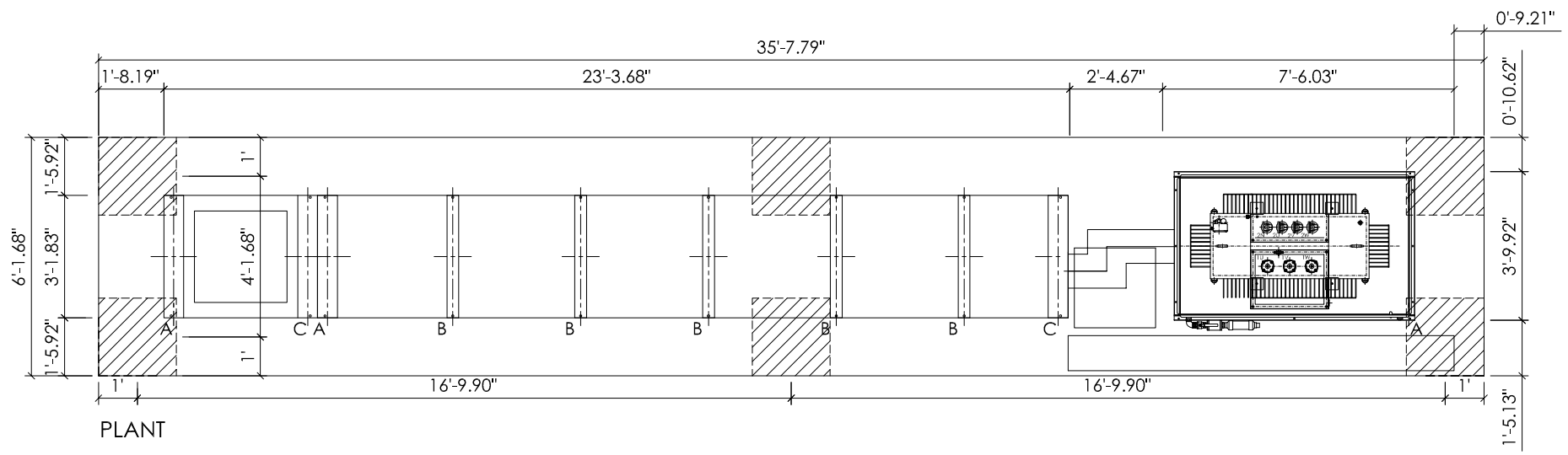

FRONT




LEFT SIDE

DETAIL 2 scale NS



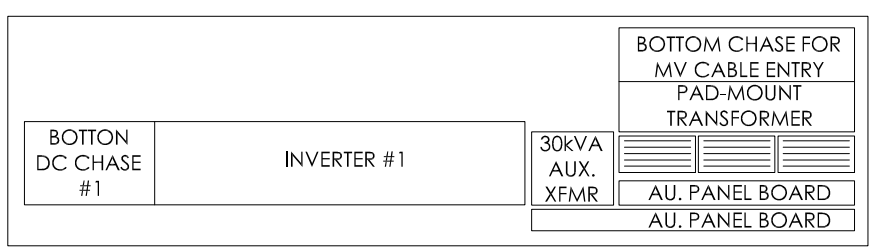

PLANT

NOTE:

FOR ESPECIFIC CONFIGURATION COSULT INVERTER MANUFACTURER.

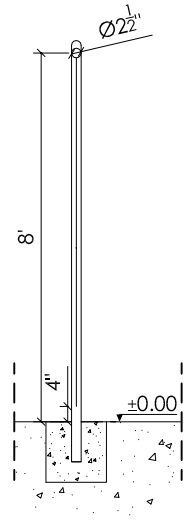
UNITS OF INVERTER STATION MAY DIFFER FROM THE CONCEPT SHOWN IN THE PLAN.

DETAIL 1 scale NS

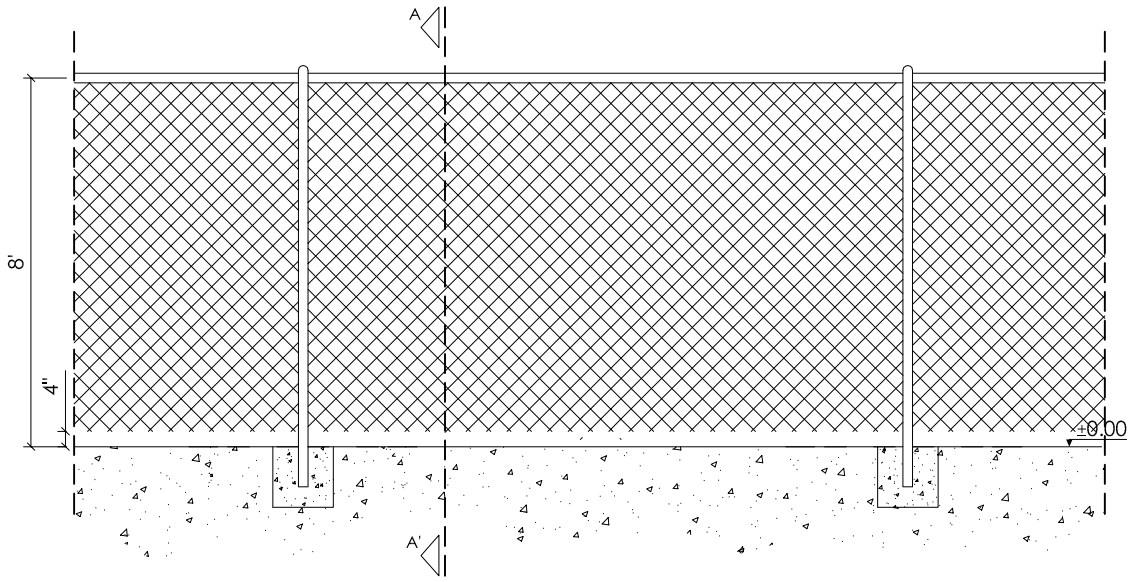



DRS DELAWARE RIVER SOLAR
1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

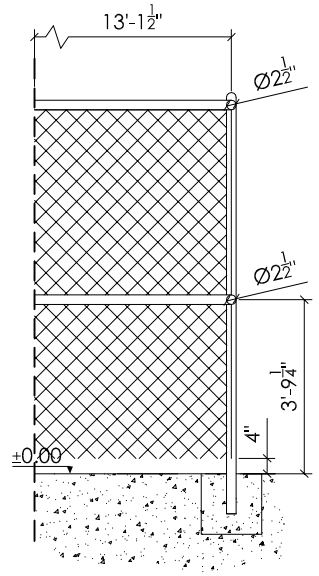
| | | | |
|---|---|---|---|
| Project: | PV INSTALLATION 2 MW AC | | |
| Proponent: | DELAWARE RIVER SOLAR, LLC | | |
| Location: | Boas Rd, CLINTON, NY 12959 | | |
| Subject: | Boas Road FARM | | |
| Drawing: | INVERTER & TRANSFORMER STATION | | |
| Plan No.: | 08.1 | Scale: | 1/50 |
| Date: | December 2016 | Rev.: | |




SECTION A-A'

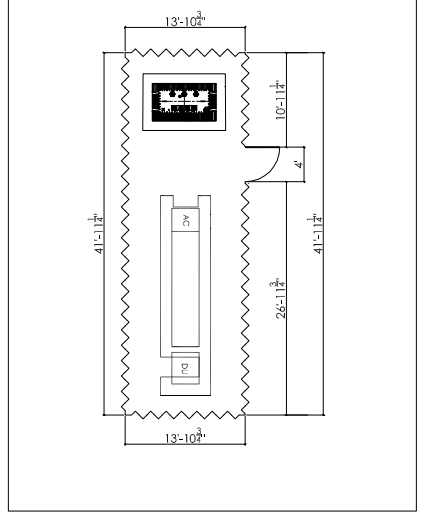



FRONT




CORNER

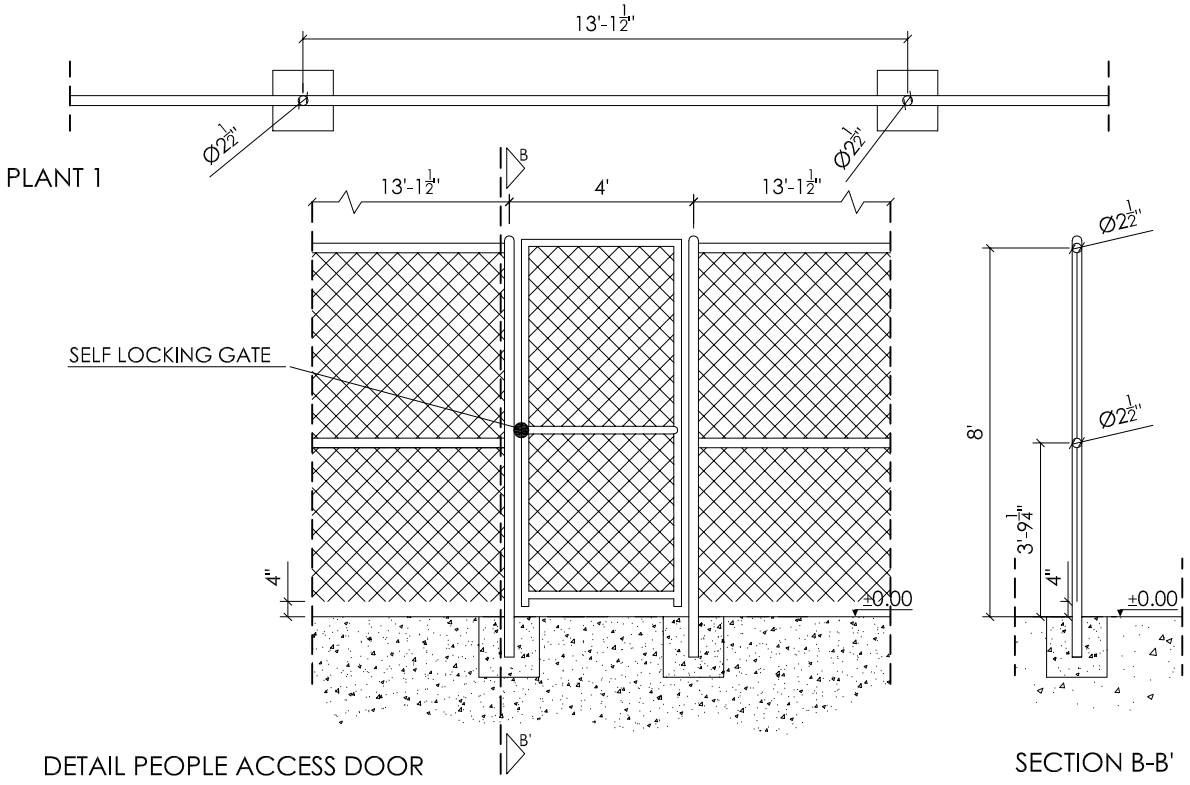
DETAIL 1 scale NS




AROUND THE PERIMETER FENCE PLACED SIGNS INDICATING WARNING SING CONCERNING VOLTAGE.


THE FENCING MUST ALLOW BADGERS, REPTILES AND OTHER FAUNA ACCESS INTO THE SITE (WHILST RETAINING GRAZING SHEEP) IF REQUIRED TO DO SO IN THE ECOLOGICAL REPORT.

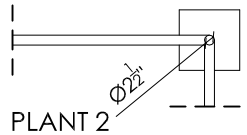
IT IS ADVISED A GAP TO ALLOW SMALL MAMMALS AND REPTILES ACCESS IS LEFT AROUND THE ENTIRE BASE OF THE FENCE, WITH LARGER GAPS OR GATES FOR BADGERS AT SUITABLE INTERVALS



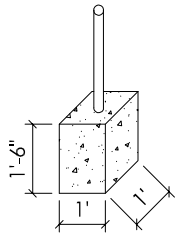

DETAIL PEOPLE ACCESS DOOR



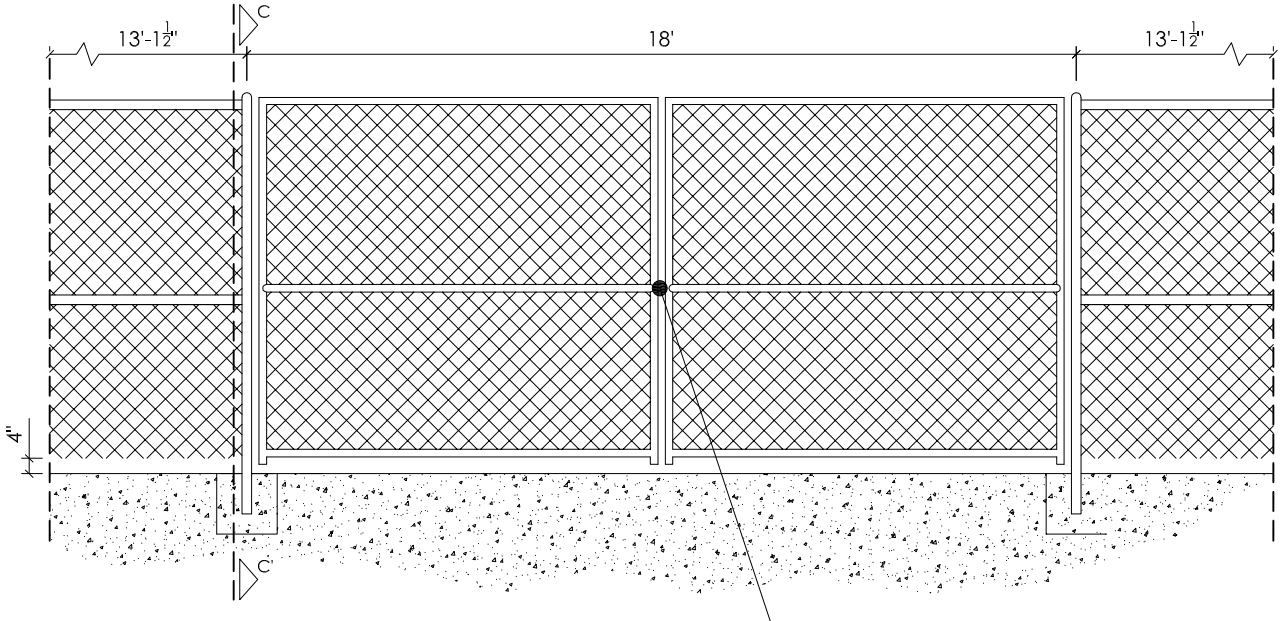

SECTION B-B'



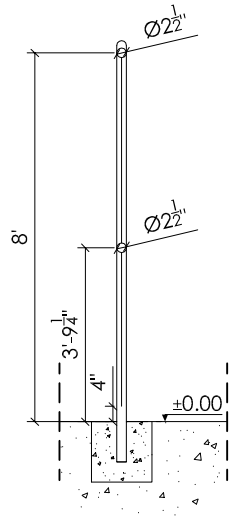

PLANT 2




CONCRETE FOUNDATION DETAIL (Approx.)




DETAIL CAR ACCESS DOOR




SECTION C-C'

DRS DELAWARE RIVER SOLAR

1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzertaenergy.com

| | |
|---|---|
| Project: | PV INSTALLATION 2 MW AC |
| Proponent: | DELAWARE RIVER SOLAR, LLC |
| Location: | 297 Boas RD, CLINTON, NY 12959 |
| Subject: | Boas Road FARM |
| Drawing: | PERIMETER FENCING PV PLANT |
| Plan No.: 12.1 | Scale: 1/50 |
| Date: December 2016 | Rev.: |

GENERAL NOTES:

1. All equipment manufacturers will depend on market conditions, but in any case similar equipment may be installed.

2. HEK Plus Skidless Integrated Solution integrates all the components in a compact outdoor assembly: DC Cabinet, Inverter Modules, AC Cabinet and Pad Mount Transformer.

3. The MV pad-mounted transformer includes the MV switchgear enclosure for the MV side output to utility facilities.

4. In the Skidless Solution, all the critical power connections are completed and tested by Power Electronics. Final Solution may change according to project specifications.

5. Combiner Box characteristics and protections final configuration depends on module and string parameters.

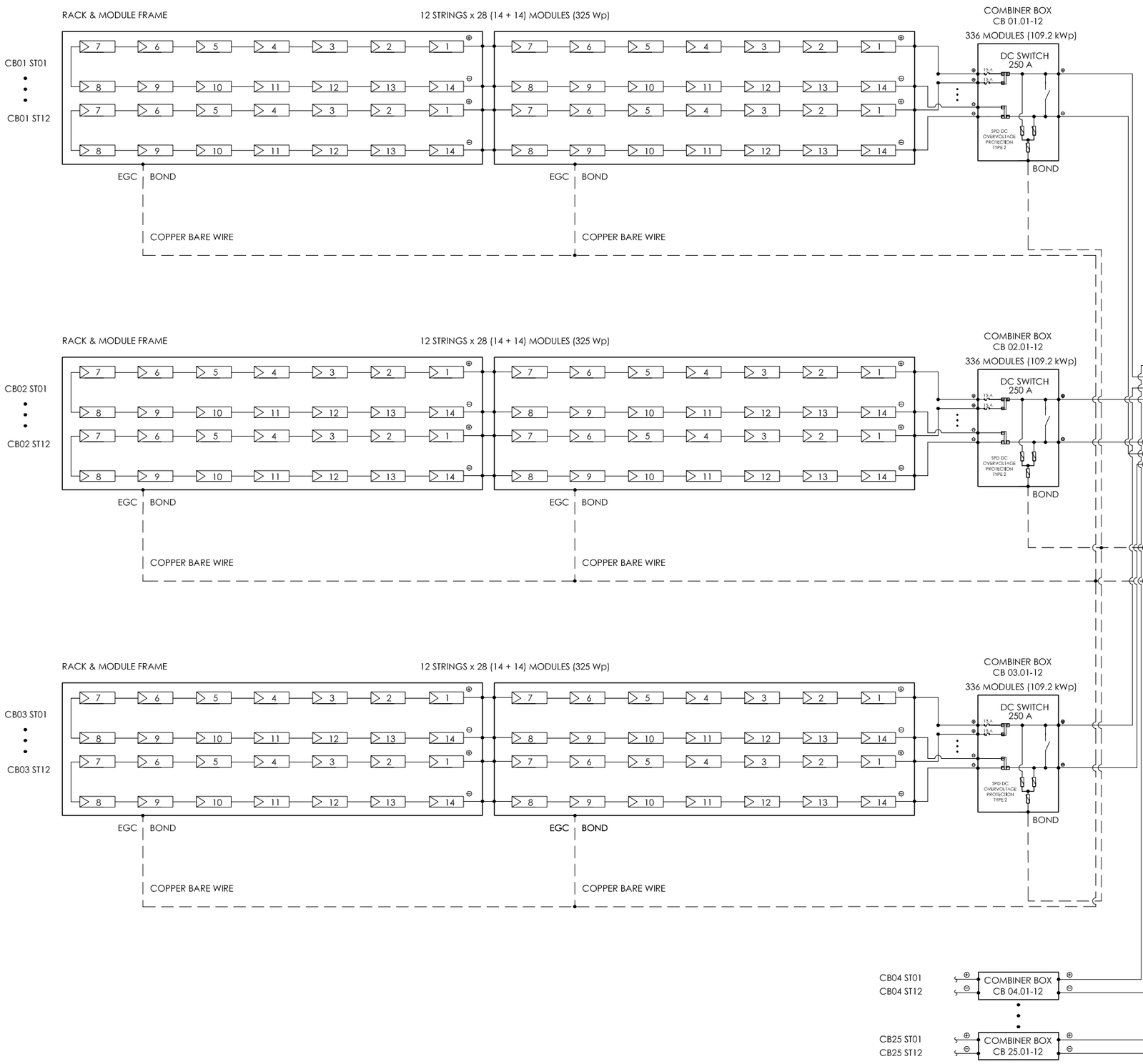
6. DC Cabinet fuses selection depend on Combiner Box string parameters. DC Cabinet is part of HEK Solution.

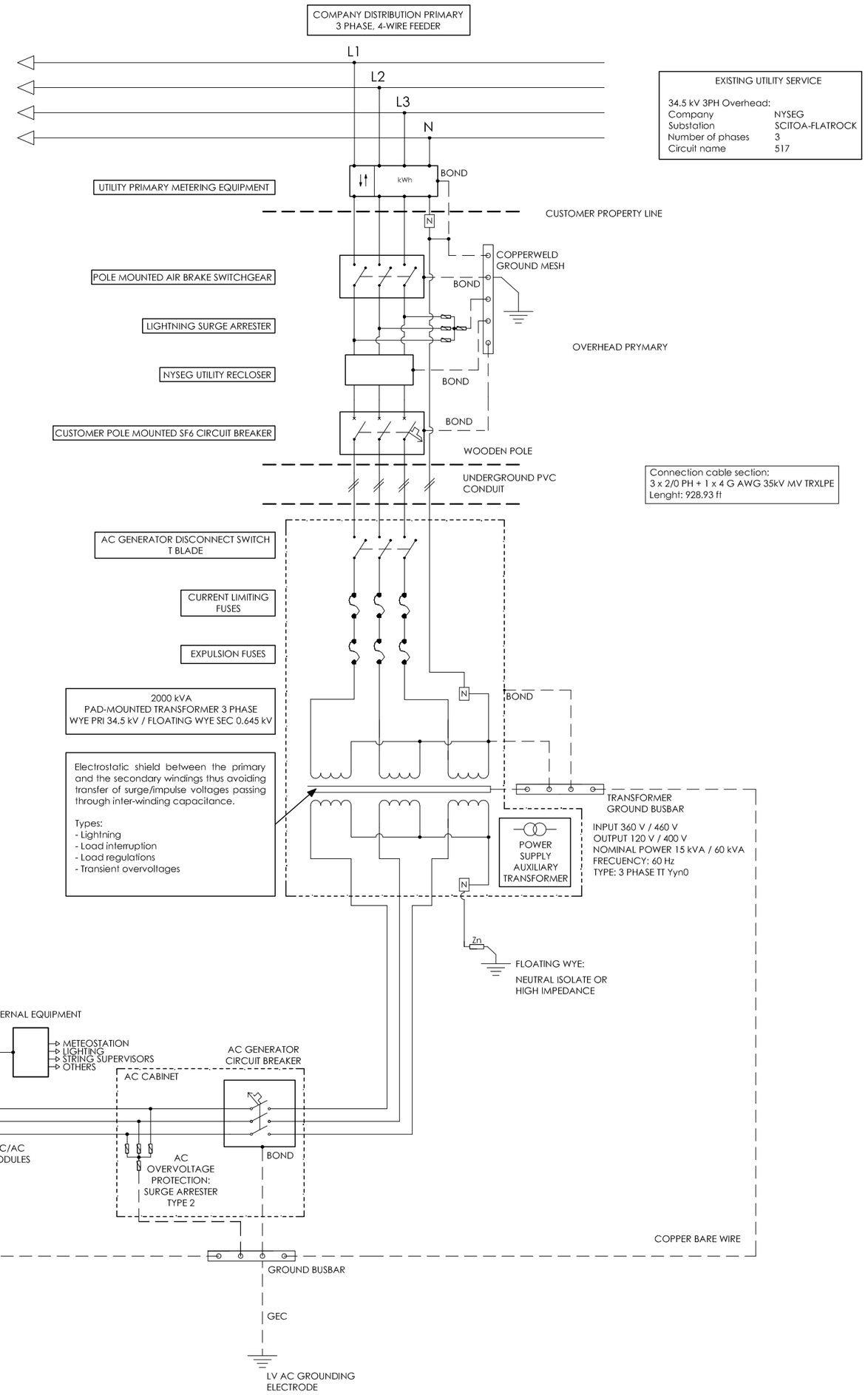
7. The PV system should be solidly system-grounded. To achieve that, the negative conductor is grounded via the GFPD in the PV inverter at point G (see Fig. 1). When the PV array is working under normal conditions, each PV string is generating current.

8. The ground-fault current in the closed fault path will always return through the GFDI. When the fault current is large enough, the GFDI (e.g., breaker) will be opened. Then the PV inverter will shut down and the PV array will be de-energized into open-circuit conditions.

9. In grounded PV installations, the inverter can only be configured with one MPPt. Furthermore, in grounded PV installations, to comply with the section 690.13 of the **2014 NEC** ANSI/NFPA 70, the inverter is equipped with an insulation monitor and a GFDI as standard.

10. The unique point in the installation where the positive or the negative pole should be grounded is in the inverter (through the Ground Fault Detector Interrupter -GFDI-). It is important to note that if there was another grounded connection (pole) elsewhere in the installation (in the panels themselves, in the String Supervisor, etc...) the protection provided by the additional GFDI would NOT be effective.




## ACRONYMS

| | |
|---|---|
| EGC: EQUIPMENT GROUNDING CONDUCTOR | LV: LOW VOLTAGE |
| GEC: GROUNDING ELECTRODE CONDUCTOR | MV: MID VOLTAGE |
| PRI: PRIMARY | PF: POWER FACTOR |
| SEC: SECONDARY | kW: KILOWATTS |
| Wp: WATTS PEAK | N: NEUTRAL |
| kV: KILOVOLT | EPR: ETHYLENE PROPYLENE |
| kVA: KILOVOLT AMPERE | MCM: MIL CIRCULAR MILS |
| AWG: AMERICAN WIRE GAUGE | FT: FOOT |
| STR: STRING | kWh: KILOWATTS HOUR |
| DC: DIRECT CURRENT | L1: LINE 1 |
| AC: ALTERNATIVE CURRENT | L2: LINE 2 |
| PH: PHASE | L3: LINE 3 |
| GFDI: GROUND FAULT DETECTOR INTERRUPTER | SPD: SURGE PROTECTION DEVICE |

DRS DELAWARE RIVER SOLAR
1460 Broadway, New York, NY 10036
Email: peter.dolgos@xzerfaenergy.com

| | | | |
|---|---|---|---|
| Project: | PV INSTALLATION 2 MW AC | | |
| Proponent: | DELAWARE RIVER SOLAR, LLC | | |
| Location: | 297 Boas Rd, CLINTON, NY 12959 | | |
| Subject: | 297 Boas Rd FARM | | |
| Drawing: | 3 LINE DIAGRAM 2 MW | | |
| Plan No.: | 15 | Scale: | NS |
| Date: | SEPTEMBER 2016 | Rev.: | |

EXHIBIT C

TO

THE COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION FOR FINANCIAL ASSISTANCE

**EXHIBIT C**
**TO**
**THE COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY**
**APPLICATION FOR FINANCIAL ASSISTANCE**

# LEASE AGREEMENT

This Lease Agreement (**"Agreement"**), dated as of June 13, 2016 (**"Effective Date"**), is between Larry Ashline, with an address at 297 Boas Road, Mooers, NY 12959 (**"Lessor"**), and Delaware River Solar, LLC, a limited liability company formed in New York, with an address at 1460 Broadway, New York, NY 10036 (**"Lessee"**). The Lessee and Lessor are each, a **"Party"** and, collectively, the **"Parties"**.

## RECITALS

A. The Lessor is the owner of certain real property as further described in Exhibit A attached hereto (**"Property"**).

B. The Lessor intends to lease certain portions of the Property (**"Premises"**), as further described in Exhibit A attached hereto, to Lessee.

C. Lessee intends to engineer, construct, install and operate a solar electric generating facility (**"System"**) within the Premises.

D. In connection with the foregoing, Lessee desires to lease the Premises located on the Property from Lessor in order to install and operate the System and Lessor is willing to grant such lease to Lessee.

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

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

   (a) **"Affiliate"** means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

   (b) **"Applicable Law"** means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

   (c) **"Bankrupt"** means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within thirty (30) days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other

similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(d) **"Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(e) **"Commercial Operation"** means that the System is ready for regular, daily operation, has been connected to the electrical grid of the local utility, and is capable of producing Energy Output.

(f) **"Commercial Operation Date"** means the date the System has achieved Commercial Operation.

(g) **"Construction Period"** means the period commencing upon the date of arrival at the Premises or Property of any materials to be used in the construction of the System and ending on the earlier of the (i) date on which this Agreement is terminated or (ii) commencement of the Operation Period.

(h) **"Delivery Point"** means the agreed location or locations where Energy is to be delivered and received by the local utility.

(i) **"Development Period"** means the period commencing on the Effective Date and ending on the earlier of the (i) date on which this Agreement is terminated, or (ii) commencement of the Construction Period.

(j) **"Energy"** means electric energy (three-phase, 60-cycle alternating current ("AC"), expressed in kilowatt-hours).

(k) **"Energy Output"** means the amount of electrical energy generated by the System and delivered to the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Device.

(l) **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the System, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to renewable energy credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (Nox), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions such as Green Tag

Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the System; (ii) production or investment tax credits associated with the construction or operation of the System, Treasury grants made pursuant to Section 1603 of the American Recovery and Reinvestment Act and other financial incentives in the form of credits, reductions, or allowances associated with the System that are applicable to a state or federal income taxation obligation; or (iii) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air quality permits.

(m) "**Hazardous Materials**" shall have the meaning ascribed to such term in Section 7(g).

(n) "**Metering Device**" means any and all meters at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy generated by the System and delivered to the Delivery Point.

(o) "**Operation Period**" means the period commencing on the Commercial Operation Date and continuing throughout the Term.

(p) "**Person**" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, limited liability partnership, or any other entity of whatever nature.

(q) "**Renewable Energy Incentives**" shall mean: (a) federal, state, or local tax credits or other tax benefits (such as accelerated depreciation) associated with the construction, ownership, or production of electricity from the System or any governmental payments made in lieu of such tax benefit, (b) any federal, state or local grants, rebates, subsidized financing or any other subsidy relating to the renewable energy property of the System or the output thereof, and (c) any other form of incentive that is not an Environmental Attribute that is available with respect to the Solar Facility.

(r) "**System**" means the solar electric generating facility that produces the Energy Output.

2. **Leased Premises and Related Rights**. Lessor owns certain real property ("**Property**") located in the town of Mooers. The Property is described in Exhibit A. Lessor hereby leases to Lessee, in accordance with the terms and conditions hereinafter set forth, certain portions of the Property as described on Exhibit A ("**Premises**").

3. **Rent.**

(a) On the Effective Date, Lesssee shall pay Lessor a non-refundable payment of [redacted] dollars. Beginning on the day that is ninety (90) days after the Effective Date, and at the end of each consecutive ninety (90) day period thereafter occurring during the the Development Period and Construction Period, Lesssee shall pay Lessor a non-refundable payment of [redacted] dollars.

(b) During the Operation Period, Lessee shall pay Lessor annual rent payments in the amount of [redacted] dollars per acre, or portion thereof, included in the Premises (subject to adjustment as described below) (together with the amounts payable under (a) above, "**Rent**").

(c) Rent payments during the Operation Period shall be payable monthly on or before the first day of the month.

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

(a) Lessor hereby consents to the construction of the System by Lessee on the Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, provided all work shall be conducted in accordance with all Applicable Laws. Subject to Lessor's cooperation in accordance with Section 10, Lessee, at its sole expense, shall obtain any and all permits, variances and licenses which may be required by Applicable Law for Lessee's use and occupancy of the Premises in accordance with the provisions of this Agreement, and shall comply with such permits, variances and licenses. Without limitation to Lessee's right to terminate this Agreement pursuant to Section 8(a)(ii) below, the failure of Lessee to obtain any such certificate, permit or license shall not be a condition precedent to Lessee's obligation to pay Rent or to perform any of its other obligations hereunder or otherwise affect the validity of this Agreement.

(b) Lessee shall also have the right from time to time during the Term hereof to:

(i) install, maintain and operate the System on the Premises;

(ii) maintain, clean, repair, replace and dispose of part or all of the System;

(iii) add or remove the System or any part thereof; and

(iv) access the Premises with guests for promotional purposes during normal business hours and at other times as are acceptable to the Lessor in its reasonable business judgment.

(c) Lessor acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the Premises and consents to such mounting or adhering, as applicable.

(d) Lessor and its authorized representatives shall at all times have access to and the right to observe the Installation Work, subject to compliance with Lessee's safety

rules, but shall not interfere with the Installation Work or handle any Lessee equipment or the System without prior written authorization from Lessee.

5. **System and Output Ownership.**

(a) Lessor acknowledges and agrees that Lessee or one of its Affiliates is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the System is or may be attached to any real property of Lessor, and that Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises.

(b) Lessor acknowledges that Lessee is the exclusive owner of the Energy generated by the System and the exclusive owner of all Environmental Attributes and Renewable Energy Incentives attributable to the System. Lessor shall not make any claim to ownership of the Energy, Environmental Attributes or Renewable Energy Incentives whatsoever. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Energy Output, Environmental Attribute or Renewable Energy Incentive of the System. The System shall not be considered an electric public utility, an investor owned utility, or a municipal utility.

6. **Representations and Warranties of Lessor.**

Lessor hereby represents and warrants to Lessee that:

(a) Reserved

(b) Authorization; Enforceability. The execution and delivery by Lessor of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessor or any valid order of any court, or regulatory agency or other body having authority to which Lessor is subject. This Agreement constitutes a legal and valid obligation of Lessor, enforceable against Lessor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

(c) Lessor's Title to Premises. Lessor has good title to the Premises and Property free and clear of any liens [other than those liens disclosed on Exhibit B] *[Disclosure of liens to be provided if applicable]*, an Lessee shall have quiet and peaceful possession of the Premises free from any claim of any Person claiming by, through or under Lessor, or possessing or claiming superior title to the Premises, without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Agreement. Lessor agrees to warrant and defend Lessee's right to quiet enjoyment of the Premises and leasehold title to the Premises against the claims

of any Persons claiming by, through or under Lessor. To Lessor's knowledge, there are no pending or threatened legal actions, condemnation proceedings, unpaid assessments, violations of law, or other proceedings or actions likely to materially interfere with the exercise by Lessee of its rights under this Agreement.

(d) Hazardous Materials. To the best of Lessor's knowledge, there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials in any Applicable Law ("**Hazardous Materials**") present on, in or under the Premises in violation of any Applicable Law. Lessor shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessor becomes aware of any such Hazardous Materials on, in or under the Premises in violation of any Applicable Law, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify and defend Lessee against) any liability or cleanup obligations for any contamination or pollution from Hazardous Materials or breach of environmental laws related to the Premises during the Term of this Agreement and while the Lessor owns the Premises, if such contamination, pollution or breach of environmental laws arise from or are attributable to Lessor, its agents, employees or invitees or Lessor, its agents, employess or invitees contributed to the presence of such Hazardous Materials. This Section 6(d) shall survive the termination or expiration of the Agreement.

7. **Representations and Warranties of Lessee.**

Lessee hereby represents and warrants to Lessor that:

(a) Organization. Lessee is a duly organized limited liability company validly existing and in good standing under the laws of the State of New York.

(b) Authorization; Enforceability. The execution and delivery by Lessee of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessee or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject. This Agreement constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

(c) Hazardous Materials. Lessee shall not introduce or use any Hazardous Materials on, in or under the Premises in violation of any Applicable Law. If Lessee becomes aware of any such Hazardous Materials on, in or under the Premises in violation of any Applicable Law, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and protect, indemnify and defend Lessor against) any liability, including, without limitation, diminution in value of the Premises, damages for loss or restriction on use of the

Premises, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, or cleanup, investigation or remediation obligations for any contamination or pollution or breach of environmental laws related to any Hazardous Materials on, in or under the Premises that arise from or are attributable to Lessee, its agents, employees or invitees, including to the extent Lessee, its agents, employess or invitees contributed to the presence of such Hazardous Materials. This Section 7(c) shall survive the termination or expiration of the Agreement.

8. **Covenants.**

(a) Transfer of Premises. Lessor shall not sell or transfer the Premises unless Lessor shall have given Lessee at least thirty (30) days' prior written notice thereof, which notice shall identify the transferee, its contact information, the Premises to be so transferred, and the proposed date of transfer. Lessor agrees that this Agreement and the leasehold interests, easements, and other interests provided herein shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that, prior to and as a condition of any sale, assignment, or other transfer of the Premises, it shall cause any purchaser, assignee, or other transferee to execute and deliver to and for the benefit of Lessee a document in form and substance reasonably acceptable to Lessee pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, (i) an acknowledgement by the transferee that it has no interest in the System and shall not gain any interest in the System by virtue of the Lessor's transfer, and (ii) an agreement by the transferee to be bound by all of the obligations, covenants and conditions applicable to Lessor under this Agreement.

(b) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Premises that, to Lessor's knowledge, have a reasonable likelihood of causing damage, impairment or will otherwise adversely affect the System. Lessor covenants that it will obtain a non-disturbance agreement ("**NDA**") from any third party who now has or may in the future obtain an interest in the Premises or any portion of the Property to which Lessee has rights under this Agreement, including, without limitation any lenders to Lessor, which NDA shall, without limitation (i) acknowledge and consent to the Lessee's continuing rights to the Premises, the Property (to the extent applicable) and the System, all in accordance with this Agreement, upon any foreclosure or exercise of rights by such third party under any agreement between such third party and Lessor, and (ii) acknowledge that such third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Agreement or the foreclosure or exercise of rights by such third party under any agreement between such third party and Lessor.

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

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

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

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

(d) Lessor's Cooperation; Access to Premises. During the Term, Lessor shall: (i) reasonably cooperate in all respects with Lessee in its efforts to obtain all of the certificates, permits, licenses, easements and other approvals necessary for the construction, installation and operation of the System ("**Approvals**"), all at no cost and with no obligation to incur liability as a result; (ii) take no action on the Premises that, to Lessor's knowledge, would affect the Premises in a manner that would be adverse to the permitted use thereof by Lessee under the terms of this Agreement; (iii) promptly after receipt of a written request by Lessee, execute any necessary documents relating to requests for grants for non-exclusive right-of-way and easements (under terms

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

9. **Term and Termination.**

(a) The term of this Agreement ("**Term**") shall commence on the Effective Date and terminate on the twenty (20) year anniversary of the Commercial Operation Date, with an option to extend the term by mutual agreement in five (5) year increments, provided that:

(i) Lessor may terminate this Agreement without liability effective upon provision of written notice if the Construction Period has not commenced by the second anniversary of the Effective Date, unless such delay is a result of the breach by Lessor of this Agreement. If not exercised by Lessor prior to such date, Lessor's right under this section (i) will lapse on the date the Construction Period begins. Upon termination pursuant to this paragraph Lessee's obligation under 9(b) below will become effective if applicable.

(ii) Lessee may terminate this Agreement upon thirty (30) days' written notice to Lessor, which termination will be without liability except with respect to Lessee's obligation to remove the System as set forth in (b) below and with respect to its tax obligation set forth in (c) below.

(b) Within ninety (90) days after this Agreement is terminated in accordance with section (a) above, or within ninety (90) days after the expiration of the Term, Lessee shall, at its sole cost and expense, remove the System or any existing portion of the System or any materials associated with the System, repair any damage caused by such removal, and restore the Premises to its condition as of the Effective Date. In connection with such removal, repair and restoration, Lessor shall continue to provide Lessee (and its employees, contractors and subcontractors) with access to the Premises without payment of further rent or consideration.

(c) Within ninety (90) days after this Agreement is terminated in accordance with section (a) above, or within ninety (90) days after the expiration of the Term, Lessee shall pay the pro-rated amount of its obligations for payment of taxes pursuant to this Agreement through the date of termination, to the extent not paid previously.

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

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

12. **Insurance.**

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

(i) Commercial General Liability Policy with a limit of One Million Dollars ($1,000,000.00) each occurance and a Two Million Dollar ($2,000,000) aggregate naming Lessor as additional insured and the utility as required. Said insurance will at all times be considered as primary insurance and at no time will contribute with any liability insurance separately maintained by the Lessor with respect to the Property and Premises not subject to this Agreement;

(ii) Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Automobile insurance may be obtained through an endorsement to the general liability policy required in (i) above;

(iii) Umbrella Liability Coverage Policy, written on an occurrence basis providing a combined single limit of no less than One Million Dollars ($1,000,000.00), subject to a One Million Dollars ($1,000,000.00) aggregate limit applicable in its entirety to the Premises, and following form with the commercial general liability policy; and

(iv) Workmen's Compensation Insurance in amounts required by Applicable Law or statute covering all Persons employed in connection with any work done on or

about the leased Premises with respect to which claims for death or bodily injury could be asserted against leased Premises.

**13. Taxes.**

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

(b) During the Construction Period and Operating Period, Lessee shall pay directly or reimburse Lessor for all property taxes levied on and/or attributable to the Premises. In the event that, with respect to any tax year or portion thereof, the Premises are not taxed as a separate parcel but jointly with portions of the Property outside the Premises, then Lessee's obligation with respect to such taxes shall be that portion allocable to the Premises and any improvements thereon, pro-rated if applicable to reflect the amount of time during such year for which Lessee is responsible to pay property taxes under this section, as determined in a commercially reasonable manner.

(c) Lessee shall pay when due all personal property taxes, business taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises and income of Lessee generated by the System (or any portion or component thereof).

(d) Either party may contest the legal validity or amount of any taxes, assessments or other charges for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary. The contesting party shall bear all expenses in pursuing such contest or proceeding, and shall provide prompt notice to the other party of its intent to contest such taxes, assessments or other charges. With respect to any taxes for which either party is responsible, nonpayment of which may result in a lien on the property of the other party, the responsible party shall promptly pay such taxes unless the proceeding in which it constests such tax shall operate to prevent or stay the collection of the taxes so contested or unless such party removes any such lien by bonding or otherwise, to the satisfaction of the other party. Lessor agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Lessee may reasonably deem advisable to file; provided, that Lessee shall reimburse Lessor for its reasonable attorneys' fees incurred in connection with providing such assistance.

**14. Liability and Indemnity.**

(a) Lessee Indemnity. Lessee shall indemnify, defend and hold harmless Lessor, its officers, directors, agents and employees ("**Lessor Indemnitees**") from and against (i) any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, or damage or destruction of property, including, but not limited to, property of Lessee, any utility company or

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

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

c) No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement, and shall not be construed as prohibiting recovery under the indemnification provisions of this Section 15.

**15. Condemnation and Force Majeure.**

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

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

16. **Assignment.**

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

17. **Provisions Benefiting Lender.**

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

(b) Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee or a Sublessee, Lessor shall deliver a duplicate copy of the applicable notice of default (a "**Notice of Default**") to each Lender concurrently with delivery of such notice to Lessee or such Sublessee, as applicable, specifying in detail the alleged Event of Default, provided Lessor was given notice of such Lender as provided hereunder.

(c) Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee or a Sublessee after Lessee's or such Sublessee's receipt of a Notice of Default hereunder or under a Sublease (as applicable). The Lender shall have the absolute

right to substitute itself or an Affiliate for Lessee or any Sublessee and perform the duties of Lessee or such Sublessee hereunder or under the Sublease (as applicable) for purposes of curing such Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender, its Affiliate (or either of their employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all of the rights and privileges of Lessee or such Sublessee hereunder or under the Sublease (as applicable) upon prior written notice to Lessor. Lessor shall not terminate this Agreement or any Sublease prior to expiration of the cure periods available to a Lender as set forth above.

(d) Deemed Cure; Extension. If any Event of Default by Lessee or a Sublessee under this Agreement or under the Sublease (as applicable) cannot be cured without obtaining possession of all or part of (a) the System, (b) the Leasehold Estate and/or (c) the Sublease, then any such Event of Default shall nonetheless be deemed remedied if: (i) within the appropriate time period as set forth in Section 17(b) after receiving notice from Lessor, a Lender acquires possession thereof, or commences appropriate judicial or non-judicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Agreement or the Sublease, as the case may be. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any Bankruptcy or insolvency proceeding involving Lessee or a Sublessee, as the case may be, from commencing or prosecuting the proceedings described above, then the period specified above for commencing such proceedings shall be extended for the period of such prohibition.

(e) Liability. A Lender that does not directly hold an interest in this Agreement or in a Sublease, or that holds a Lender's Lien, shall not have any obligation under this Agreement or such Sublease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Agreement or such Sublease only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Lender elects to (a) perform Lessee's obligations under this Agreement or a Sublessee's obligations under a Sublease, (b) continue operations on the Premises, (c) acquire any portion of Lessee's or a Sublessee's right, title, or interest in the System, in this Agreement, or in a Sublease, or (d) enter into a new lease or new Sublease as provided in Section 17(f), then such Lender shall not have any personal liability to Lessor in connection therewith, and Lessor's sole recourse in the Event of Default by such Lender shall be to execute against such Lender's interest in the System. Notwithstanding the foregoing, the obligation to cure any outstanding payment default of Lessee shall not be excused by reason of succession of Lender to title in the Agreement.

(f) New Lease to Lender. In the event that this Agreement or a Sublease (a) terminates because of Lessee's or any Sublessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to Bankruptcy law or any other law affecting creditors' rights,

then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Lessor agrees, upon written request from such Lender received within ninety (90) days after any such event, to enter into a new lease or new sublease (as the case may be) in favor of such Lender, which new lease or new sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Agreement or the applicable Sublease (except for any requirements that have been fulfilled by Lessee or any Sublessee prior to such termination, foreclosure, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, foreclosure, rejection or disaffirmance, and continuing for the remaining term of this Agreement or such Sublease (as the case may be) before giving effect to such termination, foreclosure, rejection or disaffirmance, (iii) contain a lease (or other subordinate interest similar to said Sublease) of the Premises or such portion thereof as to which such Lender held a Lender's Lien on the date of such termination, foreclosure, rejection or disaffirmance, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises in the same manner and extent as such were given to Lessee, and (v) enjoy the same priority as this Agreement or such Sublease over any lien, encumbrance or other interest created by Lessor; and, until such time as such new lease or sublease is executed and delivered, the Lender may enter, use and enjoy the Premises and conduct operations thereon as if the Agreement or Sublease (as the case may be) were still in effect, so long as Lender performs all obligations of Lessee as set forth in this Agreement. At the option of the Lender, the new lease or sublease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee or the Sublessee thereunder. If more than one Lender makes a written request for a new lease or sublease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

(g) Reserved.

(h) Further Amendments. At Lessee's or any Sublessee's request, Lessor may, in its sole discretion,amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Lessor under this Agreement, or extend the Term of this Agreement beyond the period of time stated in Section 10. Further, Lessor may, within ten (10) days after written notice from Lessee, a Sublessee or any existing or proposed Lender, execute and deliver thereto a certificate to the effect that Lessor (a) recognizes a particular entity as a Lender under this Agreement and (b) will accord to such entity all the rights and privileges of a Lender hereunder.

(i) Subordination of Lien. Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the System and other property that is or may from time to time hereafter be located at the Premises, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records

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

**18. Defaults and Remedies.**

(a) Default. If a Party ("**Defaulting Party**") fails to perform its obligations hereunder (an "**Event of Default**"), then it shall not be in default hereunder unless it fails to cure such Event of Default immediately if such Event of Default involves a hazardous condition, within ten (10) Business Days for any monetary Event of Default or, for any other Event of Default, within sixty (60) days after receiving written notice from the other Party ("**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such 60-day period and thereafter pursues the same to completion with commercially reasonable diligence.

(b) Payment Under Protest. The Defaulting Party may cure any monetary Event of Default by depositing the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts or shall be used as evidence against the Defaulting Party.

(c) Remedies. The Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate the Agreement pursuant to Applicable Law, all of which remedies shall be cumulative. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as necessary. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have

not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefore and (ii) immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. Without limitation to the foregoing, in the event Lessor breaches any of its obligations hereunder or otherwise fails to permit Lessee to exercise any of the rights and privileges granted herein, Lessee shall have the right to specific enforcement of this Agreement.

**19. Miscellaneous Provisions.**

(a) Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

(b) Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 19(b). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

(c)

If to Lessor:
Larry Ashline
297 Boas Road
Mooers, NY 12959

If to Lessee:
Delaware River Solar, LLC
c/o Xzerta Energy Group, LLC
1460 Broadway
New York, NY 10036
E-Mail: legal@xzertaenergy.com

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

(d) Headings.The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

(e) Severability. If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

(f) Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

(g) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said Party being the drafter.

(h) Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

(i) Choice of Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of New York (without regard to its conflict of laws principles). Each of the Parties hereto expressly and irrevocably subjects itself to the jurisdiction of the courts of New York and agrees that suit may be brought only in such courts with respect to any matters arising out of this Agreement.

(j) Waiver of Jury Trial. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

(k) Survival. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to any and all payment obligations, shall remain in effect after termination or expiration hereof.

(l) Amendments. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

(m) Lessee's Promotional Rights. Subject to Section 11 above, Lessee shall have the right to publish factual information related to the System on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system and other features of the System.

(n) Removal of Obstructions. With Lessor's consent, not to be unreasonably withheld, Lessee shall have the right, after commencement of the Term of this Agreement (but not before), at its sole expense, to remove obstructions from the Premises, including but not limited to vegetation, which may encroach upon, create a shadowing condition on the solar panels, interfere with or present a hazard to Lessee's use of the System on the Premises; provided that if Lessor does not respond to any such request within twenty (20) business days Lessor consent will be assumed to have been granted. Lessee shall promptly dispose of any materials removed and shall be solely responsible for the costs thereof. This section (n) shall be without limitation to Lessee's rights under Section 8(c) above.

(o) Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent

of this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

(p) Memorandum of Agreement. Upon request by Lessee, Lessor and Lessee shall prepare, execute and record among the land records of the applicable registry a memorandum of this Agreement noticing the existence of the arrangements between Lessor and Lessee documented by this Agreement in the form of Exhibit [ ] or such other form as may be required by the applicable registry.

(q) Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party.

(i) That this Agreement is unmodified and in full force and effect, if such be the case, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(ii) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(iii) The dates to which amounts due have been paid; and

(iv) Such other information as may be reasonably requested by a Party hereto.

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

(r) No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a Party hereto, other than the Lessor Indemnities, the Lessee Indemnities and any secured parties and Lenders.

(s) Exhibits. All exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied verbatim within the Agreement.

(t) Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or "pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

[remainder of this page intentionally left blank]

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

LESSOR: Larry Ashline

By: Larry Ashline

Name: LARRY ASHLINE

Title: _____

LESSEE: Delaware River Solar, LLC

By: _____

Name: Rich Winter

Title: CEO

**EXHIBIT A**

**Description of Property**

297 Boas Road
Mooers, NY 12959
Tax ID: 58.-1-9

**Description of Premises**

[ ]

.[EXHIBIT B
DISCLOSED LIENS][1]

[1] If applicable

# EXHIBIT C

## MEMORANDUM OF LEASE