Project Name: SSC Kirkland PV, LLC

Location: 73 Kirkland Ave, Town of Kirkland

Applicant: SSC Kirkland, LLC (100% owned by Summit Solar Capital,LLC)
334 Arapaho Ave, Boulder CO 80302
Contact: John Switzer
SSC Kirkland PV, LLC is managed by Edouard Klehe, Stacey Hughes, and William Zachary

Project: 4.2 MW (AC) facility on approx. 8 acres, of 35 acres of property that will be leased and fenced, 63.6 acres owned by the landowner Kenneth Wieder.

Project Costs	
Land Acquisition	$ 5,000
Construction (PV Equipment)	$ 3,600,000
Site Preparation	$ 100,000
Architectural and Engineering	$ 20,000
Legal	$ 10,000
Permits	$ 2,000
Agency Fee	$ 18,865
TOTAL COST OF PROJECT	**$ 3,755,685**

Estimated Exemption Benefit Values

PILOT Request Value	**$ 1,819,970**
25 years/4.2MW @$7,000+2% annually	

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OCIDA

APPLICATION FOR FINANCIAL ASSISTANCE

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-1405
(315) 338-0393 telephone
(315) 338-5694 fax
Shawna M. Papale, Executive Director
spapale@mvedge.org

Please submit the signed and notarized completed application (Pages 1-25 ONLY), which must include any applicable addendum or supplemental information requested in the application, along with payment of a non-refundable $500 Application Fee and a $1,000 Commitment Fee (will be applied to final closing costs) to the Oneida County Industrial Development Agency, 584 Phoenix Drive, Rome NY 13441-1405, within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

SSC Kirkland LLC

Project Name

Date of Submission January 14, 2022

Important Notes to Applicant:

Upon the submission of this application to the OCIDA, the application becomes a public document. Be advised that any action brought before the Agency is public information. All agendas for the OCIDA are issued publicly prior to the full agency meeting. **IF THERE IS INFORMATION SUBMITTED THAT THE APPLICANT BELIEVES IS PROPRIETARY, PLEASE IDENTIFY IT AS SUCH AND THAT INFORMATION WILL BE TREATED CONFIDENTIALLY TO THE EXTENT PERMITTED BY LAW.**

The information requested by this application is necessary to determine the eligibility of your project for OCIDA benefits. Please answer all questions and respond "Not Applicable", "NA", or "none" where appropriate. If you're response is an estimate, please indicate so. Attach additional sheets if more space is needed for a response. **All applications must include a completed and signed NYS SEQR form and Cost Benefit Analysis form (please consult with OCIDA) before the application is considered complete.**

By signing and submitting this Application, the Applicant acknowledges that it received a copy of the Uniform Tax Exemption Policy and the Oneida County IDA Penalty for Failure to Meet Employment Levels as adopted by the Agency and Agency Memorandums pertaining to the benefits of projects financed through the Agency.

A project financed through the Agency involves the preparation and execution of significant legal documents. Please consult with an attorney before signing any documents in connection with the proposed project. You will receive an engagement letter from the OCIDA legal counsel. You will be asked to sign the engagement letter acknowledging you will be responsible for all legal fees of OCIDA legal counsel and that you understand the process. Should you not close and legal services have been rendered by the OCIDA legal counsel, Applicant will be responsible for those costs.

If your project requires a public hearing, a representative of the applicant is required to be present. A date will be coordinated by the OCIDA legal counsel.

If you have any questions how to calculate the OCIDA's application fee please refer to the enclosed Memorandum to Companies -Sale Leaseback Transactions or contact the OCIDA.

Please submit the signed and notarized completed application along with payment of a non-refundable **$500 Application Fee** and a **$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. An electronic version of the application must accompany the original application via physical media or e-mail.

Part I: Applicant Information

Note: In responding to the following questions, please keep in mind that the Applicant will be party to all of the documents and is the individual or if entity will be formed which will receive the actual financial assistance from the Agency.

Applicant

1(a) Applicant's Legal Name: SSC Kirkland LLC

1(b) Principal Address: 334 Arapahoe Ave
Boulder, CO 80302

1(c) Telephone/Facsimile Numbers: 561.866.8234

1(d) Email Address: john@smtenergy.com

1(e) Federal Identification Number: 84-4960654

1(f) Contact Person: John Switzer

1(g) Is the Applicant a

- ☐ Corporation:
  If Yes, Public ☐ Private ☐]
  If public, on which exchange is it listed?
- ☐ Subchapter S
- ☐ Sole Proprietorship
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Corporation/Partnership
- ☑ Single-Member LLC (name and EIN below):
  Name: Summit Solar Capital, LLC
  EIN #: 81-5347723
- ☐ DISC
- ☐ Other(specify) _____

1(h) State of Organization (if applicable) Florida

Applicant's Stockholders, Members, Directors and Officers, Partners

2(a) Provide the following information with respect to parties with 15% or more in equity holdings:

Name	Address	Percentage of Ownership
Summit Solar Capital, LLC	334 Arapahoe Ave, Boulder, CO 80302	100%
Principals - David Spotts & John H. Switzer		

2(b) Is the Applicant, or any of the individuals listed in 2(a) above, related directly or indirectly to any other entity by more than 50% common ownership? **If Yes**, indicate name of such entity and the relationship. ☐ Yes ☑ No

2(c) Is the Applicant affiliated with any other entity, directly or indirectly, other than as listed in the response to 2(a) above? **If Yes**, please indicate name and relationship of such other entity and the address thereof: ☐ Yes ☑ No

Applicant's Counsel and Accountant

3(a) Applicant's Attorney

Name/Title: Mark Sweeney

Firm: Sweeney Law Firm

Address: _____

_____

Telephone/Fax: 518.461.6838

Email: mark@mtsweeneylaw.com

3(b) Applicant's Accountant

Name/Title: _____

Firm: _____

Address: _____

_____

Telephone/Fax: _____

Email: _____

Business Description

4(a) Describe the nature of your business and principal products and/or services. Attach additional sheets if necessary.

Renewable energy development, with a focus on DG-scal community solar. An EPC contractor will construct the subject solar facility pursuant to an executed EPC contract, which Applicant will obtain after receipt of site plan approval and a fully executed payment in lieu of tax agreement ("PILOT Agreement").

Part II: Project Information

5(a) Explain your project in detail. This description should include explanation of all activities which will occur due to this project. Attach additional sheets if necessary.

4.2 MWac gound-mounted solar facility (no batteries are included in the project). The Applicant will lease the land from the landowner. The project life will be 25-35 years.

Reasons for Project

6(a) Please explain in detail why you want to undertake this project.

To help fulfill New York's renewable energy goals.

6(b) Why are you requesting the involvement of the Agency in your project?

Applicant is hoping to obtain a PILOT Agreement with the Agency, which will include all taxing jurisdictions, including the County, Town and School.

6(c) Please confirm by checking the box below, if there is the likelihood that the Project would not be undertaken **BUT FOR** the Financial Assistance provided by the Agency.

☑ Yes ☐ No

If the Project could be undertaken without Financial Assistance provided by the Agency, (**"No" is checked above**) then provide a statement in the space provided below indicating why the Agency should approve the requested assistance:

How will the Applicant's plans be affected or scaled back if Agency approval is not granted?

Applicant requires a PILOT Agreement pursuant to Applicant's financier's requirements.

6(d) Is the proposed project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

☐ Yes ☑ No **If Yes**, please explain briefly.

6(e) Will financing by the Agency result in the removal or abandonment of a plant or other facility of the applicant or any related entity presently located in another area of New York State?

☐ Yes ☑ No

If Yes, is the proposed project reasonably necessary to preserve the competitive position of the Applicant in its respective industry? ☐ Yes ☐ No

If Yes, please provide a statement and evidence supporting the same. Include the name of all taxing jurisdictions in which the abandoned facility or plant lies, and whether Applicant has had any discussions with said taxing jurisdictions regarding the abandonment. Please provide as much detail as possible.

6(f) Has the Applicant or any related entity previously secured financial assistance in Oneida County (whether through the Agency, the Empire State Development Corporation, or any other entity) ? [ ] Yes [✓] No

If Yes, please explain (indicate date of benefit, location of facility and outstanding balance).

6(g) Has the Applicant or any related entity secured financial assistance anywhere within the United States within the last 90 days or does the Applicant or any related entity anticipate receiving financial assistance within the next 90 days? [ ] Yes [✓] No

If Yes, please explain.

6(h) Check all categories best describing the type of project for all end users at project site **(you may check more than one; if checking more than one indicate percentage of square footage the use represents):**

		Please provide percentage of sq. footage for each use (if more than one category):
[ ]	Manufacturing	%
[ ]	Industrial Assembly or Service	%
[ ]	Back office operations	%
[ ]	Research and Development	%
[ ]	Technology/Cybersecurity	%
[ ]	Warehousing	%
[ ]	Commercial or Recreational	%
[ ]	Retail	%
Addendum Required [ ]	Residential housing (specify) _____	%
[ ]	Pollution Control (specify) _____	%
[ ]	Environmental (e.g., Brownfield) (specify) _____	%
Addendum Required [✓]	Other (specify ie; renewable energy) Renewable energy	100 %

6(i) Check all categories best describing the **scope of the project**:

- ☐ Acquisition of land
- ☐ Acquisition of existing building
- ☐ Renovations to existing building
- ☐ Construction of addition to existing building
- ☐ Demolition of existing building or part of building
- ☐ Construction of a new building
- ☐ Acquisition of machinery and/or equipment
- ☐ Installation of machinery and/or equipment
- ☑ Other (specify) Ground-mounted solar facility

6(j) Please indicate the financial assistance you are requesting of the Agency, and provide the estimated value of said assistance. Attach a sheet labeled Annual PILOT that shows the annual utilization of the Real Property Tax Abatement by year and by taxing jurisdiction (PLEASE CONSULT WITH IDA STAFF ON PILOT CALCULATIONS).

Assistance Requested	**Estimated Values**
☑ Real Property Tax Abatement (value of PILOT savings)	$ $1,819,970
☐ Mortgage Tax Exemption (.75%)	$
Amount of mortgage:	$
☐ Sales and Use Tax Exemption ** (8.75%) **(Not available for solar)**	$
Value of goods/services to be exempted from sales tax:	$
☐ Issuance by the Agency of Tax Exempt Bonds(bond dollar value)	$

TOTAL EXEMPTION ASSISTANCE REQUESTED: $1,819,970

Is the financial assistance requested by the Applicant consistent with the IDA's Uniform Tax Exemption Policy? ☑ Yes ☐ No

If No, please provide a written statement describing the financial assistance being requested and detailing the reasons the IDA should consider deviating from its Policy.

***** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents will include a covenant by the Applicant that the estimate, above, represents the maximum amount of sales and use tax benefit currently authorized by the Agency with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*** **It is the responsibility of the applicant to inform the IDA within 10 days if the project amount changes.**

Part III: Facility Information

Attach copies of the most recent real property tax bills. Include copies for all taxing jurisdictions for the site/ facility that IDA assistance is being sought.

Facility (Physical Information) If multiple locations please provide information on all.

7(a) Street Address of Facility:

73 Kirkland Ave

7(b) City, Town and/or Village (list ALL incorporated municipalities):

Kirkland

7(c) School District:

Clinton Central School District

7(d) For what purpose was the facility site most recently used (i.e., light manufacturing, heavy manufacturing, assembly, etc.)?

Agriculture

7(e) Zoning Classification of location of the project:

R-R

7(f) Please describe in detail the facility to be acquired, constructed or renovated (including number of buildings, square footage, number of floors, type of construction,) and attach plot plans, photos or renderings, if available. If there are infrastructure improvements (water, sewer, gas, electrical, etc.) please provide details along with who will carry out those improvements and who will fund them. ***Please be as specific as possible***.

The proposed solar facility is located on the west side of Kirkland Ave. (County Rt. 32) in the Town of Kirkland. The ±63.6-acre parcel has a tax parcel ID of 337.0-02-4.2. The lease area (fenced area) will encompass approximately 35 acres of the ±63.6-acre parcel, and the solar racks will cover approximately 8.15 acres. The solar facility will be comprised of a single-axis tracker racking system, which will generate approximately 4.2 MWac of electrical power.

The Applicant will carry out the herein mentioned improvements. The improvements will be funded by Goldman Sachs Renewable Power.

7(g) Has construction or renovation commenced? ☐ Yes ☑ No

If Yes, please describe the work in detail that has been undertaken to date, including the date of commencement.

If No, indicate the estimated dates of commencement and completion:

Construction Commencement: ~Q2 2022

Construction completion: ~Q3 2022

7(h) Will the construction or operation of the facility or any activity which will occur at the site require any local ordinance or variance to be obtained or require a permit or prior approval of any state or federal agency or body (other than normal occupancy and/or construction permits)?

☐ Yes ☑ No

If Yes, please describe.

Has the Project received site plan approval from the Planning Department?

☐ Yes ☐ No ☐ N/A

If Yes, please provide the Agency with a copy of the planning department approval along with the related State Environmental Quality Review (SEQR) determination. If no, please provide the status of approval:

7(i) Will the project have a significant effect on the environment? ☐ Yes ☑ No

Important: please attach and sign Part 1 of either the the long or short Environmental Assessment Form to this Application.

7(j) What is the useful life of the facility? 25-35 years

7(k) Is the site in a former Empire Zone? ☐ Yes ☑ No

If Yes, which Empire Zone: _____

Is project located in a Federal HUB Zone or distressed area: ☐ Yes ☐ No

Provide detail.

ALL APPLICANTS MUST ANSWER PART IV-8(a)

Part IV: Retail Project Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

8(a). Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Required ☐ Yes or ☒ No **If the answer is YES, please continue below.**
If the answer is NO, proceed to Section Part V - Facility (Legal Info)

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

8(b). What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project?_____%. **If the answer is less than 33% do not complete the remainder of this retail determination page and proceed to next section, Part V Facility (Pg 13)**

* **If the answer to A above is Yes AND the answer to B above is greater than 33.33%, indicate which of the following questions below apply to the project:**

1. Will the project be operated by a not-for-profit corporation ☐ Yes ☐ No

2. Is the Project location or facility likely to attract a significant number of visitors from outside Oneida County?

☐ Yes ☐ No

If yes, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

☐ Yes ☐ No

If yes, please provide a third party market analysis that demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County.

Part V: Facility (Legal Information)

9(a) With respect to the **present owner** of the land or facility, please give the following information and provide a brief statement regarding the status of the acquisition.

(Note: the present owner is not necessarily the user of the facility, but that party which holds legal title to the facility.)

Legal Name: Kenneth Wieder

Address: 73 Kirkland Ave
Kirkland, NY

Telephone: 315.725.2807

Balance of Mortgage: N/A

Holder of Mortgage: _____

If the Applicant is not the present owner of the facility, please attach any written agreements and contracts concerning the acquisition of the real property and/or equipment.

Applicant will be leasing the land from the fee owner.

9(b) Is there a legal relationship, directly or indirectly, by virtue of common control or through related persons, between the Applicant and the present owner of the facility?
[ ] Yes [✓] No. **If Yes**, please explain.

9(c) Will a related real estate holding company, partnership or other entity, be involved in the ownership structure of the transaction?
[ ] Yes [✓] No. **If Yes**, please explain.

9(d) Will the title owner of the facility/property also be the user of the facility?
[ ] Yes [✓] No **If Yes**, please explain.

9(e) Is the Applicant currently a tenant in the facility? ☑ Yes ☐ No

9(f) Are you planning to use the entire proposed facility?
☑ Yes ☐ No

If No, please give the following information with respect to tenant(s) which will remain in the facility after the completion of the project, including the square footage the Applicant will occupy:

Name of Tenant	Floors Occupied	Sq. Ft. Occupied	Nature of Business

9(g) Are any of the tenants related to the owner of the facility?
☐ Yes ☑ No **If Yes**, please explain.

9(h) Will there be any other users utilizing the facility?
☐ Yes ☑ No
If Yes, please explain. Provide detail of the contractual arrangement including any financial exchange for the use of the site or property.

Part VI: Equipment

10(a) List the principal items or categories of equipment to be acquired as part of the project. If you are requesting sales tax exemption it is important to be as detailed as possible. (If a complete list is not available at time of application, as soon as one is available but prior to final authorizing resolution, please submit a detailed inventory of said equipment to be covered.) Attach a sheet if needed.

Solar modules, steel racking, inverters, transformers, equipment pads, utility poles and access roads.

10(b) Please provide a brief description of any equipment which has already been purchased or ordered, attach all invoices and purchase orders, list amounts paid and dates of expected delivery. Attach a sheet if needed.

10(c) What is the useful life of the equipment? 25 years

Part VII: Employment Information

"FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(a) Estimate how many construction jobs will be created or retained as a result of this project.

17

11(b) Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

☐ Yes ☑ No **If Yes**, explain below.

11(c) Have you experienced any employment changes (+ or -) in the last three (3) years?

☐ Yes ☑ No **If Yes**, explain below.

11(d) Job Information related to project ***

Estimate below how many jobs will be created and retained as a result of this project, if OCIDA assistance is granted. **PLEASE MAKE SURE TOTAL PART-TIME EMPLOYEES ARE TURNED INTO FULL-TIME EQUIVALENTS (FTE) for Line B. - See Pg. 17.**

	Number of Jobs BEFORE Project	Location 1	Location 2	Location 3	Location 4	Location 5	
	Address in NYS						**Total**
	Full-Time Company						
	Full-Time Independent Contractors						
	Full-Time Leased						
A.	**Total Full-Time BEFORE**	0					
	Part-Time Company						
	Part-Time Independent Contractors	0					
	Part-Time Leased						
B.	**Total FTE Part-Timers BEFORE**	0					
C.	**Total FTE BEFORE***	0					

For ***Total FTE BEFORE* add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).*

Continued on next page

	Number of Jobs AFTER Project (within 3 years of project completion)	Location 1	Location 2	Location 3	Location 4	Location 5	Total
	Full-time Company						
	Full-Time Independent Contractors						
	Full-Time Leased						
A.	**Total Full-Time AFTER**	0					
	Part-Time Company						
	Part-Time Independent Contractors						
	Part-Time Leased						
B.	**Total FTE Part-Timers AFTER**	0					
C.	**Total FTE AFTER** *	0					

For *Total FTE AFTER add full-time employees (line A) plus part-time employees that have been converted to FTE (line B).*

	Estimate the number of residents from the Labor Market Area** in which the Project is located that will fill the jobs created within three years of project completion	Location 1	Location 2	Location 3	Location 4	Location 5	Total
A.	Full-Time	0					
B.	FTE Part-Timers						
C.	**Total AFTER**	0					

** Labor Market Area includes Oneida, Lewis, Herkimer, and Madison Counties

Provide Any Notes To Job Information Below

Jobs Continued on next page

	Retained Jobs		Created Jobs	
SALARY AND BENEFITS	**Average Annual Salary *per employee***	**Average Fringe Benefits (as a percentage of wages)**	**Average Annual Salary *per employee***	**Average Fringe Benefits (as a percentage of wages)**
Management	$	%	$	%
Administrative	$	%	$	%
Production	$	%	$	%
Independent Contractor	$	%	$	%
Other	$	%	$	%
Overall Weighted Average	$	%	$	%

*** By statute, Agency staff must project the number of Full-Time Jobs that would be retained and created if the request for Financial Assistance is granted. "FTE" shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the company.

11(e) Please list NAICS codes for the jobs affiliated with this project:

Part VIII: Estimated Project Cost and Financing

12(a) List the costs necessary for preparing the facility.

LAND Acquisition	$	5,000
Existing Building(s) ACQUISITION	$	
Existing Building(s) RENOVATION	$	
NEW Building(s) CONSTRUCTION	$	3,600,000
Site preparation/parking lot construction	$	100,000
Machinery & Equipment that is TAXABLE	$	
Machinery & Equipment that is TAX-EXEMPT	$	
Furniture & Fixtures	$	
Installation costs	$	
Architectural & Engineering	$	20,000
Legal Fees (applicant, IDA, bank, other counsel)	$	10,000
Financial (all costs related to project financing)*	$	
Permits (describe below)	$	2,000
Other (describe below) ie: solar decommissioning expense)	$	

Other:	Cost:
1.	
2.	
3.	
4.	
5.	

Subtotal $ 3,737,000

Agency Fee[1] $ 18,685

Total Project Cost $ 3,755,685

* ***Bank fees, title insurance, appraisals, environmental reviews, etc.***

[1] ***See Attached Fee Schedule (Page 24) for Agency Fee amount to be placed on this line.***

Permit/Other Information

12(b) Has the Applicant contacted any bank, financial institution or private investor with respect to financing the proposed project? ☑ Yes ☐ No **If Yes**, please provide details below.

Goldman Sachs Renewable Power

12(c) Has the Applicant received a commitment letter for said financing? **If Yes**, please provide a copy along with this application. ☐ Yes ☑ No

12(d) **Sources of Funds for Project Costs**

Bank Financing: ---------- $ _____

Equity (excluding equity that is attributed to grants/tax credits) -- $ 2,787,000

Tax Exempt Bond Issuance (if applicable) ---------- $ _____

Taxable Bond Issuance (if applicable) ---------- $ _____

Public Sources (Include sum total of all state and federal tax credits and grants) Break out individually below.---------- $ 950,000

Identify each Public state and federal grant/credit:

			Comments:
Source	Federal Investment Tax Credit	$ 950,000	
Source		$	
Source		$	
Source		$	

Total Sources of Funds for Project Costs: $ 3,737,000

Part IX: Real Estate Taxes

13(a) For each tax parcel which comprises the facility, and for which assistance is being sought, please provide the following information using figures from the most recent tax year. If an increase in the assessment is anticipated due to the proposed project, please indicate the new estimated assessment amount in the **POST- PROJECT** column. Attach copies of the most recent tax bills for all jurisdictions.

Tax Map Parcel #	Current Land Assessment	Current Building Assessment	Current Total Assessment	Current Total Taxes Amount ($)	Estimated Post-Project Assessment
337.000-2-4.2	$ 26,000	$ 40,000	$ 70,074	$ 4,149	$1,406,611

13(b) Will the entirety of each tax parcel be subject to the PILOT? ☐ YES ☑ NO

Entire parcel not subject to lease

13(c) If the entirety of each parcel will not be subject to the PILOT, will the municipality require a subdivision? ☐ YES ☑ NO

No subdivision required to lease the property.

***If a subdivision is required, it is the responsibility of the Applicant to complete subdivision approval prior to commencement of the PILOT Agreement, and to provide the Agency with the tax parcel number(s) assigned.**

13(d) Address of Receiver of Town and/or Village Taxes (include all jurisdictions):

Town of Kirkland Town Hall

3699 State Route 12B, Kirkland, NY

Attn: Nina Wallace

13(e) Address of Receiver of School Taxes:

Clinton Central School District

75 Chenango Ave N, Clinton, NY 13323

13(f) Has the current property owner or user been granted an Ag-District exemption on the tax map parcel anytime during the past 4 years?

☐ **Yes** ☑ **No**

If **Yes** explain below.

13(g) **Please consult with Agency staff to complete a Cost/Benefit Analysis form to attach to this Application.**

Use space below for additional information

NYS SEQRA Environmental Review

- The applicant must complete, sign and return to the IDA **either** the Short Form Environmental Assessment Form (SEAF) **or** the Full Environmental Assessment Form (FEAF). See the NYS DEC website for the most current versions of these documents.

https://www.dec.ny.gov/permits/6191.html

- To determine which EAF form is appropriate for the project, the applicant should consult with its engineer or legal counsel.

- It is the IDA's strong preference that the municipality that governs the jurisdiction where the project is located (e.g., a Planning Board, Zoning Board or other supervisory board) serve as lead agency for the SEQR review.

- In limited cases, the IDA will act as lead agency, but it may lead to additional cost to the applicant if a review is required to make a determination of environmental impact.

- If another public body is serving as lead agency for the SEQR review the applicant should provide the IDA with a signed Part 2 (and Part 3 if using the Long Form) and any minutes of meetings that detail the lead agency's determination.

- The IDA cannot grant any financial assistance until the SEQR review process is complete.

Agency Fee Schedule

Commitment Fee: $1,000 – due following the initial inducement but prior to scheduling of the public hearing; this amount is non-refundable if the applicant fails to close on the project before the IDA. Upon closing with the IDA this amount is applied to the closing fees.

Bond Fees: ½ of 1% of total bond amount

IDA Agency Fee: PILOT, Mortgage Recording Exemption, Sales Tax Exemption:

- Up to a $1.0 Million project - $5,000
- Above $1.0 Million project up to $10.0 Million project – ½ of 1% of total project cost.
- Above $10.0 Million project – ½ of 1% of total project cost up to $10.0 Million plus incremental increase of ¼ of 1% of total project above $10.0 Million.
- Any previously induced solar or renewable energy projects that have not yet proceeded to a final authorizing resolution, and are asking for an increase in benefits, will be subject to an Agency fee of one and one-half times the Agency's normal fee.

Transaction Counsel/Agency Counsel fee:
Set by Bond/Transaction Counsel based upon the nature and complexity of the transaction. This applies to bond and non-bond transactions (leasebacks, sale-leasebacks, etc).

Transaction Counsel/Agency Counsel fees for bond transactions typically will not exceed 2% of the bond amount or project costs. Transaction Counsel/Agency Counsel fees for a sale-leaseback/lease-leaseback transaction are typically $8,500 to $10,000 if no commercial financing is involved or $10,000 to $12,000 if commercial financing is involved. You will receive an engagement letter with a quote based upon the scope of your project.

Annual Fee:
For the term in which the property remains in the IDA's name, an annual lease payment is due in the amount of $750. The first payment is due at closing and subsequent payments are due each January 1. For annual fees not paid and delinquent, a late charge of $50 per month will be levied until such time the fee plus late charges are paid.

Other fees:
If Applicant requests the IDA enter into subsequent transactions following closing (i.e., a facility refinance), the IDA will charge a closing fee equal to 1/8 of one percent of the total reissuance, redemption, new or revised mortgage, refinancing, spreading agreement or other transaction with a minimum payment due of $500. Applicant will also be responsible to pay any legal fees and any bank or financial institution fees the IDA incurs in connection with said transaction, throughout the term of the Agency's involvement with the facility.

REPRESENTATIONS AND CERTIFICATION BY APPLICANT

The undersigned requests that this Application be submitted for review to the Oneida County Industrial Development Agency (the "Agency") and its Board of Directors.

Approval of the Application can be granted solely by this Agency's Board of Directors. The undersigned acknowledges that Applicant shall be responsible for all costs incurred by the Agency and its counsel in connection with the attendant negotiations whether or not the transaction is carried to a successful conclusion.

The Applicant further understands and agrees with the Agency as follows:

1. **Annual Sales Tax Filings**. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.

2. **Annual Employment, Tax Exemption & Bond Status Reports. T**he Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site as well as tax exemption benefits received with the action of the Agency. For Applicants not responding to the Agency's request for reports by the stated due date, a $500 late fee will charged to the Applicant for each 30-day period the report is late beyond the due date, up until the time the report is submitted. Failure to provide such reports as provided in the transaction documents will be an Event of Default under the Lease (or Leaseback) Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Annual Employment, Tax Exemption & Bond Status Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.

3. **Absence of Conflict of Interest**. The Applicant has consulted the Agency website of the list of the Agency members, officers and employees of the Agency. No member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein after described (if none, state "none"):

4. **Hold Harmless**. Applicant hereby releases the Agency and its members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final

agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

5. The Applicant acknowledges that the Agency has disclosed that the actions and activities of the Agency are subject to the Public Authorities Accountability Act signed into law January 13, 2006 as Chapter 766 of the 2005 Laws of the State of New York.

6. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions**.

7. The Applicant acknowledges that it has been provided with a copy of the Agency's recapture policy (the "Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.

8. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

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

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

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

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

12. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material

fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. 8 11/7/22

STATE OF ~~NEW YORK~~ Colorado)
COUNTY OF ~~ONEIDA~~ Boulder) ss.:

John Switzer, being first duly sworn, deposes and says:

1. That I am the corporate officer (Corporate Office) of SSC Kirkland LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 17 day of January, 2022.

Geoffrey W Simpson
(Notary Public)
my Comm. Exp. 12/19/2024

GEOFFREY W SIMPSON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164047700
MY COMMISSION EXPIRES DEC 19, 2024

If the application has been completed by or in part by other than the person signing this application for the applicant please indicate who and in what capacity:

By:_____

Name: _____

Title: _____

Date:_____

Please submit the signed and notarized completed application along with payment of a non-refundable **$500 Application Fee** and a **$1,000 Commitment Fee** (will be applied to final closing costs) to the **Oneida County Industrial Development Agency**, 584 Phoenix Drive, Rome NY 13441-1405, **within 14 days prior to the OCIDA Board of Directors meeting at which you want the Application to be included on the Agenda**. Wire transfer and ACH payments are acceptable but all related fees incurred by the Agency are payable by the Applicant. It is advised that an electronic version of the application accompany the original application via hard copy or e-mail. An electronic version of the application must accompany the original application via physical media or e-mail.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale Executive
Director/Secretary

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
OCIDA

584 Phoenix Rome, New York 13441-4105
Ph: (315) 338-0393, fax (315) 338-5694
info@mvedge.org www oneidacountyida org

David B. Grow
Chair

L. Michael Fitzgerald
Vice-Chair

Mary Faith Messenger
Treasurer

Ferris Betrus
Kirk Hinman
Eugene Quadraro
Steven Zogby

MEMORANDUM TO COMPANIES
SALE-LEASEBACK TRANSACTIONS

1. When a Company decides that a sale-leaseback transaction may suit its particular needs, the first order of business is for the Company to complete an Application for Financial Assistance, together with an Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant (referred to collectively as the "Application"). The Application is submitted to Agency Counsel for a formal decision as to whether or not the project qualifies as a "project," as defined by law.

2. No action can be taken until the Application is completed and submitted to the Agency and approved by Agency Counsel.

3. Upon completion of the Application and approval by Agency Counsel, the Agency will meet for the purpose of adopting an Inducement Resolution and reviewing the Environmental Impact Questionnaire, Cost/Benefit Analysis and Statement of the Project Applicant. At this time a Resolution may be adopted by the Agency concerning the environmental impact. **Please note that the Agency is subject to the Open Meetings Law, and all meetings will be open to the public,** ***including news media***.

4. The Company is expected and encouraged to have its own counsel. The Company is also required to reimburse the Agency for all legal expenses incurred in furtherance of a proposed transaction, whether or not that transaction is completed. This includes all fees and disbursements of Agency Counsel.

5. The Company will be asked to sign an Inducement Agreement, which sets forth the terms of the proposed transaction and the obligations of the parties in furtherance of the same. The Company will also be asked to provide Agency Counsel with certain

information concerning the formation of the corporation or partnership, a survey of the property, title insurance, insurance certificates, etc. before the transaction can close. All matters in connection with the transfer of the real estate will be handled primarily by Company Counsel with the assistance of Agency Counsel.

6. A Public Hearing may be required in accordance with the New York State General Municipal Law, after which the Oneida County Executive must approve or disapprove the issue. Notice of the Public Hearing must be published at least thirty (30) days prior to the Hearing in the newspaper where the project is located. The highest elected official of each affected taxing jurisdiction must also receive thirty day written notice of the Hearing.

   No financial benefits may be granted by the Agency to the Company until after the Public Hearing if required.

7. Agency Counsel has certain requirements as to those documents which must be included in the transaction and the content thereof, including but not limited to requiring environmental impact surveys, environmental indemnifications and general indemnifications.

8. The fee schedule is attached, covering the Agency fee, the Agency's work with respect to the project and the work of Agency Counsel.

   The estimated fees for Agency Counsel may vary depending on the nature of the project. The initial fee quote assumes that the transaction closes within ninety (90) days from the date of the inducement, that there will be no unusual questions of law or prolonged negotiations regarding the documents, and that the involvement or assistance from other agencies will not require substantial modifications to the typical structure and documentation of similar transactions. The fee quote also assumes that Agency Counsel will not be called upon to coordinate with any lender, as the Agency is not issuing bonds. The fee quote assumes that closing will take place by mail and will not necessitate attending meetings with the Company or any lender.

9. Once the terms and conditions of the transaction are fairly well established, Agency Counsel prepares preliminary drafts of the financing documents and distributes them to all parties for review and comment. Comments accepted by all counsel will result in redrafting of documents. The parties establish a mutually agreeable closing date, and final documents for execution are prepared.

10. The Agency then conducts a meeting whereby it adopts an Authorizing Resolution, under which the Agency approves of the form of the documents and authorizes the Chairman to execute the same.

11. The closing takes place.

12. Some of the benefits available to a company under a sale-leaseback transaction are as follows:

⇒ Exemption from New York State mortgage recording tax

⇒ Exemption from New York State sales tax for materials used in construction

⇒ Real property tax abatement on the value added to the project (for more information, please see the Uniform Tax Exemption Policy enclosed herewith)

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MEMORANDUM TO APPLICANTS FINANCING AN IDA PROJECT THROUGH A COMMERCIAL LENDER

We have found it helpful to outline at the onset of a transaction the basic structure of financing when an industrial development agency ("IDA") has a fee or leasehold interest in a property and is party to a mortgage or other financing instrument. **Please give a copy of this memorandum to your lender as early in the financing process as possible.**

An IDA is party to a financing instrument purely as a conduit for financial assistance (in the case of granting exemptions from mortgage recording tax) and to grant its interest in the facility to the lender. To preserve the passive nature of its role, the IDA cannot assume any obligations or make any representations that a traditional Borrower would make to a lender. It has been our experience that the easiest way to accomplish this is to define the Borrower as the "Borrower," define the IDA as the "Agency," and only include the Agency in the granting clause and with respect to the assignment of rents, inasmuch as those are the only reasons that the Agency is party to this document.

Furthermore, because PILOT Payments are contractual obligations and are not given the same high priority as tax payments, we crafted some language that will restore the taxing jurisdictions to the same position they would have been but not for the IDA involvement in the project. While it is not disputed that is an equitable arrangement, certain lenders have expressed concern that, because the requirement to pay PILOT Payments is contained in a private contract, there is no prescribed process to avoid significant delinquencies as there is under a tax foreclosure. It has been our experience the easiest way to accomplish this is for a lender to escrow PILOT Payments so it is has the assurance that payments are made in a timely manner. If a lender does not wish to escrow PILOT Payments, an alternative is for the IDA to record a PILOT Mortgage that would be given first priority over the lender's mortgage, similar to the priority taxes have.

Below are certain provisions we require be incorporated into each financing document to which the IDA is a party (please modify capitalized terms accordingly):

1. **AGENCY PROVISIONS.**

a. Agency makes no covenants other than to mortgage all of its interest in the Premises excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. **NO RECOURSE AGAINST AGENCY**: Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Lender will look solely to the Premises for the payment of the Indebtedness and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

c. **HOLD HARMLESS**: Borrower and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any

cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. **SPECIAL OBLIGATION**. The obligations of the Agency under the Mortgage and Financing Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing the Mortgage and Financing Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Financing Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

e. **SUBORDINATION TO PILOT AGREEMENT**: This Mortgage shall be subject and subordinate to any PILOT Agreement between the Borrower and the Agency with respect to the payments in lieu of taxes assessed or imposed upon the Premises, and by accepting this Mortgage, Lender acknowledges and agrees that such PILOT payments shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises.

If a lender chooses to escrow PILOT Payments, we will incorporate the following provisions into the Leaseback (or Lease) Agreement:

Section 9.13 Subordination to Mortgage. This Leaseback Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this Leaseback Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.14 Rights of Bank.

(a) Bank is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency’s consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of the Company, to assign and grant a security interest in the Company's rights under the Company Documents as collateral security for its obligations to the Bank, upon the condition that all rights acquired by Bank shall be subject to all rights and interests of the

Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and the Company Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Leaseback Agreement or any other Company Document by joint action of the Agency and the Company alone, without, in each case, the prior consent in writing of Bank, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in the Facility. Failure of the Bank to consent to a modification of this Leaseback Agreement by the Agency shall constitute an Event of Default.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Bank at the address set forth in Section 9.1.

(d) In the event of any default by the Company under this Leaseback Agreement or any other Company Document, the Bank shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Bank of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Bank as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank or its designee or nominee has succeeded to the interest of the Company in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of the Company's covenants and agreements under this Agreement shall attach to or be imposed upon the Bank, and if the Bank or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the Bank or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Leaseback Agreement by the Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Leaseback Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this Leaseback Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Bank by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of the Company's interest in this Leaseback Agreement and/or the Facility by Bank shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

Oneida County Industrial Development Agency Recapture Policy
(Effective April 25, 2017)

DEFINITIONS:

"Company"	is the entity that applied for and received a benefit from the Agency.
"Agency"	is the Oneida County Industrial Development Agency.
"AER"	is the Company's annual report of employment required to be provided to the Agency.
"Employment Obligation Term"	shall mean the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be.
"Employment Obligation"	shall mean the number of FTEs employed by the Company in Oneida County and selected by the Agency as the Company's obligation.
"FTE"	shall mean a full time employee that has a minimum of thirty-five (35) scheduled hours per week, or any combination of two or more part-time employees that work a minimum of fifteen (15) scheduled hours per week, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the project facility. For this purpose an employee shall include a leased employee regularly retained by the Company.
"Benefit"	shall mean the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a Company's PILOT payment is equal to 75% of normal real property taxes, then the Company's Benefit for that year would be an amount equal to 25% of normal real property taxes.
"Per Employee Amount"	shall mean an amount equal to the Benefit for the year after the year of the Shortfall divided by the "Employment Obligation".
"Shortfall"	shall mean the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.
"Major Shortfall"	shall mean having FTEs that are less than 50% of the Employment Obligation.
"Minimum Standard"	shall mean a Company whose AER shows that they are short of meeting its Employment Obligation by 20%.
"Initial Benefit"	shall be the amount of savings the Company received through the Agency, in the form of Mortgage Recording Tax and New York State Sales Tax.
"Cure Period"	shall mean the period ending June 30th of the year following the Major Shortfall.

1. **Job Creation and Retention Obligations.**

After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

The failure of the Company to satisfy the Employment Obligation can subject the Company to payments to the Agency. The Company shall be required to make payments if it fails to attain the Minimum Standard.

If the Company falls below the Minimum Standard, the Agency will notify the Company in writing of the Agency's intention to recapture Financial Assistance. The Company will have thirty (30) days to respond to the letter and may include a request to appear before the Agency. The Agency will determine, in its sole discretion, if a valid exemption exists and potentially reduce the remedies described below.

2. **Projects with less than Ten Years Employment Obligation Term.**

(a) Shortfall Payments.

(1) If, during the first three (3) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.

(2) If, after the first (3) years, of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

(1) If a Company shall incur a Major Shortfall; then, the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below (such payment shall be referred to as the "Major Shortfall Payment").

Major Shortfall Occurs:	**Percentage of Initial Benefit**
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Any Subsequent Year	20%

(2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.

(3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

(4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

3. **Projects with Ten Years or Longer Employment Obligation Term.**

(a) Shortfall Payments.

(1) If, during the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall and then multiplied by (c) 1.5.

(2) If, after the first five (5) years of the Employment Obligation Term a Company fails to achieve the Minimum Standard, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the Shortfall.

(b) Major Shortfall Payment.

(1) If a Company shall incur a Major Shortfall, then the Company shall pay to the Agency as an additional one-time payment an amount as set forth in the schedule below.

Major Shortfall Occurs:	**Percentage of Initial Benefit**
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

(2) Notwithstanding any of the foregoing, the Company shall not be liable for a Major Shortfall Payment unless the number of FTEs remains at less than 65% of the Employment Obligation at the expiration of a Cure Period. The Company shall have the opportunity at any time before the expiration of a Cure Period to provide additional information to the Agency regarding the Major Shortfall, and to request a waiver or amendment of this provision.

(3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

(4) Qualification for a waiver of either (2) or (3) above shall be at the sole discretion of the Agency.

4. **Shift of Employment**. If the Shortfall or Major Shortfall is as a result of the Company shifting employment away from Oneida County, then the Agency will require the value of the Benefit and the Initial Benefit utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

5. **Mandatory Recapture**. The Agency is mandated to recapture New York State sales tax benefits where:

a. The Project is not entitled to receive those benefits.

b. The exemptions exceed the amount authorized, or are claimed for unauthorized property or services.

c. The Company fails to use property or services in the manner required by the Leaseback Agreement.

6. **Return of Recaptured Funds.** If the Agency recaptures Initial Benefits or Benefits from a Company, the Agency shall return the recaptured funds promptly to the affected taxing jurisdiction, unless otherwise agreed to by the taxing jurisdiction, in accordance with the General Municipal Law.

The Agency shall have the right to reduce any payment required under this Policy, in extraordinary circumstances, in its sole discretion.

Oneida County Industrial Development Agency

Insurance Requirements Under Leaseback Agreement

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Sublessees to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. Statutory New York limits shall apply to these policies. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability Insurance** protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than $1,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage, and **Umbrella Liability Insurance** of not less than $5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of $5,000,000 per occurrence and $5,000,000 annual aggregate.

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name the Agency and Company as additional insured on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency and Company.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
OCIDA

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David C. Grow
Chairman

L. Michael Fitzgerald
Vice Chair

Mary Faith Messenger
Treasurer

Ferris Betrus Jr.
Kirk Hinman
Eugene Quadraro
Stephen Zogby

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
UNIFORM TAX EXEMPTION POLICY

Adopted by the Oneida County Industrial Development Agency on January 28, 1994, amended on December 21, 1998 and April 30, 2009

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policies. These policies will be used for all projects for which the Agency may provide financial assistance, including bond (taxable and/or tax exempt) issuances and straight lease transactions. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency.

I. Project Eligibility Criteria

(a) General Requirements

The Agency considers the following general factors in determining whether a project is eligible for financial assistance:

- The nature of the proposed project (e.g., manufacturing, commercial, civic).
- The nature of the property before the project begins (e.g., vacant land, vacant buildings).
- The economic condition of the area at the time of the application.
- The extent to which a project will create or retain permanent, private sector jobs.
- The estimated value of tax exemptions to be provided.
- The impact of the project and the proposed tax exemptions on affected tax jurisdictions.
- The impact of the proposed project on existing and proposed businesses and economic development projects in the County.
- The amount of private sector investment generated or likely to be generated by the proposed project.
- The likelihood of accomplishing the proposed project in a timely fashion.
- The effect of the proposed project upon the environment.

- The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located.
- The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the County of Oneida.

(b) Industrial and Manufacturing Projects

(1) Industrial and manufacturing projects generally qualify for financial assistance, subject to the eligibility criteria set forth in Part I (a) of this Policy.

(2) Due to the nature of the work, companies performing back-office operations that are regional or national in nature and a majority of which operations support activities outside of Oneida County will qualify as industrial and manufacturing. Research and development facilities and distribution centers that locate in Oneida County may also qualify as industrial and manufacturing.

(c) Retail Projects

The Agency will provide financial assistance to retail facilities only in accordance with the restrictions contained in New York State General Municipal Law Section 862(2), and subject to the eligibility criteria set forth in Part I (a) of this Policy. The Agency will also consider the competitive impact of the project.

Retail projects are generally not eligible for Agency assistance, with the following exceptions:

(i) Retail businesses that primarily serve customers located in Oneida County are generally not eligible for financial assistance unless located in a "highly distressed area" as defined in General Municipal Law §854(18), which includes projects located in an economic development zone or Empire Zone (as defined in New York State statute or regulation), or the project meets one of the other requirements of this paragraph (c);

(ii) Retail projects operated by not-for-profit corporations may be eligible for financial assistance;

(iii) Retail projects may be eligible for financial assistance provided an appropriate market analysis demonstrates that a majority of the project's customers are expected to come from outside of Oneida County and the project will not directly compete with existing businesses located in Oneida County; and

(iv) Retail businesses that primarily provide a product or a service that is otherwise not reasonably available in Oneida County may be eligible for financial assistance.

(d) Other Non-Industrial/Commercial Projects

Non-industrial/commercial projects may qualify for financial assistance at the discretion of the Agency, based upon its evaluation of the eligibility requirements set forth in Part I (a) of this Policy. The Agency confirms the following specific policies:

(i) Mixed or Multiple-Use Projects qualify for financial assistance, only with respect to that portion of the project that is used for purposes that qualify for financial assistance under this Policy.

(ii) Housing projects are generally not eligible for benefits, unless they

(a) service the elderly, low-income, assisted living or other groups with special needs; *or*

(b) promote employment opportunities and prevent economic deterioration, as confirmed by an appropriate market analysis, and such a determination is made by the Agency based upon all of the relevant facts.

II. **Real Property Tax Abatements**

If the Agency determines that a project will receive real property tax abatements, a Payment-In-Lieu-Of-Tax Agreement (the "PILOT") will be negotiated with each project owner (the "Company") and will substantially follow the following guidelines with final determinations to be made by the Agency.

(i) Real Property Acquired by Company as part of Project. If the Company is acquiring real property as part of the Agency project, then the Agency's real property tax exemption will be available with respect to all real property acquired by the Company as part of the project and improvements thereto.

(ii) Substantial Improvements to Existing Real Property Owned by Company. If the Company is making "Substantial Improvements" (as defined below) to existing real property owned by the Company, then the Agency's real property tax exemption will apply to both the existing real property and the improvements.

(iii) Non-Substantial Improvements to Existing Real Property. If the improvements to existing real property owned by the Company are not Substantial Improvements, then the Agency's tax exemption shall apply only to the increase in assessment resulting from improvements constructed or installed as part of the project and the Company shall pay PILOT payments equal to the full amount of taxes on the existing real property.

The term "Substantial Improvements" means the value of the improvements constructed or installed as part of the project equals at least 50% of the value of the real property prior to construction or installation of the improvements, as determined by an independent valuation acceptable to the Agency.

(a) Industrial and Manufacturing Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 33 1/3% of such taxes through the fifth (5th) year of the exemption;

2. 66 2/3% of such taxes from the sixth (6th) through tenth (10th) year of the exemption;

3. 100% of such taxes after the tenth (10th) year of the exemption.

(b) Retail Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption;

2. 75% of such taxes from the third (3rd) through the fifth (5th) year of the exemption;

3. 100% of such taxes after the fifth (5th) year of the exemption.

(c) Other Non-Industrial/Commercial Projects

The Company shall pay a percentage of the taxes that would otherwise be payable if the project was not tax exempt, to each taxing jurisdiction in which the project is located, as follows:

1. 50% of such taxes through the second (2nd) year of the exemption.

2. 75% of such taxes from the third (3rd) through fifth (5th) year of the exemption.

3. 100% of such taxes after the fifth (5th) year of the exemption.

The Agency reserves the right to deviate from the real property tax abatement policy on a case by case basis at its sole discretion.

III. Sales Tax Exemptions

If, based on the eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency's financial assistance will include exemption from sales and use tax for costs of constructing, renovating and equipping the project.

Sales and use tax exemption, when available, will be authorized for the duration of the acquisition, construction and equipping of the project as described in the application for financial assistance. The Agency shall deliver a sales tax exemption letter which will expire one (1) year from the date of the project inducement. If construction, renovation or equipping is not complete at the expiration of the original sales tax exemption letter, upon request by the Company, the sales tax exemption letter may be extended at the discretion of the Agency.

All Companies receiving sales and use tax exemption benefits will be required to supply the Agency with a list of all contractors and sub-contractors that have been authorized to use the sales tax exemption letter. This list will be appended to the sales tax exemption letter by the Agency.

The Company must keep a record of the usage of the sales tax exemption letter, and must supply the Agency with the total amount of sales and use tax exemptions claimed by the project for each calendar year. The Company must submit this report to the Agency by February 1st of each year, until the exempt period comes to a conclusion. The company shall also file all reports as may be required by applicable law, including Form ST-340 which shall be filed with the New York State Department of Taxation and Finance.

The Agency reserves the right to deviate from the sales tax exemption policy on a case by case basis at its sole discretion.

IV. Mortgage Recording Tax Exemption

If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an exemption from New York State mortgage recording tax for the financing of project costs.

The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

V. Recapture

Agency financial assistance is granted based upon the Company's representation that the project will create and/or maintain the employment levels described in its application for financial assistance (the "Employment Obligation"). If a Company fails to achieve and/or maintain its Employment Obligation, it could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.

April 2, 2018

Oneida County Industrial Development Agency (OCIDA)
Uniform Tax Exemption Policy
Business Relocation Assistance
(Mohawk Valley Health Systems Project)

Purpose:

- The preference for all businesses displaced by the Mohawk Valley Health System ("MVHS") Project is to have them remain inside the City of Utica. The OCIDA recognizes that this may not be possible for all those business and this policy is to provide financial assistance to help mitigate costs of relocation for "Eligible Businesses" that will be impacted by the MVHS project.
- In keeping with the broader purpose of OCIDA to promote, develop, encourage or assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of facilities in Oneida County and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of Oneida County, if an Eligible Business commits to invest in a Replacement Property (above relocation costs) and/or create additional jobs, OCIDA may be able to offer additional financial assistance to an Eligible Business under its Uniform Tax Exemption Policy.

Eligible Businesses:

- Must have operated a business in the "Project Zone" and had employees whose place of employment was in the Project Zone during each month of 2017. "Project Zone" refers to any real estate located within the perimeter shown on the attached map that the Eligible Business owned or leased (under a written lease agreement) for all of 2017.
- To be eligible for financial assistance, an Applicant must have received an offer letter from MVHS and entered into an agreement with MVHS for the sale of its property in furtherance of the MVHS project.
- Industrial, commercial, back-office businesses and certain qualifying retail businesses (retail businesses that are relocating to a "highly distressed area" qualify for financial assistance under Section 874 of the New York State General Municipal Law) are eligible.
- Final determination of eligibility under Article 18-A of the New York State General Municipal Law shall be made by the IDA.
- An Eligible Business must not have filed a challenge to the taking of its real estate by eminent domain as "Not in the Public Good."
- The Eligible Business must be in negotiation for, under contract to, or be within 90 days of having acquired a replacement facility (the "Replacement Property"). The Replacement Property must be located in Oneida County.

Application:

- Applicant must complete the IDA's standard form of Application for Financial Assistance and submit Part 1 Environmental Assessment Form.
- Application must be made to OCIDA beginning with the date of the offer letter and ending one year after the later of 1) the transfer of title of the Project Zone property to MVHS or 2) the date the Eligible Business was required to vacate the Project Zone property.
- Any financial assistance must directly benefit the Applicant.
- OCIDA will determine in its sole discretion whether a project qualifies for financial assistance under this Business Relocation Policy or the OCIDA Uniform Tax Exemption Policy, and will then evaluate each application to grant financial assistance to the full extent that can be justified by the Application and consistent with OCIDA practices.
- The IDA will waive its standard Application Fee, Commitment Fee and Closing Fee for all Eligible Businesses, whether processed under this Business Relocation Policy or the Uniform Tax Exemption Policy. Applicants will pay an annual fee of $750 to the IDA.
- Applicant will be responsible for payment of the fees and expenses of the IDA attorney, including but not limited to reviewing the Application, determining project eligibility and drafting closing documents.

Financial Assistance:

- Sales tax exemption on purchases of materials or equipment to be used in the construction, renovation or operation of the "Replacement Property". (Normally acquired within one year from initial IDA approval).
- Mortgage recording tax exemption (.75% of the amount of the mortgage).
- On new construction, renovation and rehabilitation costs of the Replacement Property, abatement of any increase in real property taxes for a period of ten years, during which time the Applicant will make the following payments-in-lieu-of-taxes:

Years 1 – 3	An amount equal to the lesser of 1) the real property taxes (County, City, Town, Village and School) payable in 2017 on the Replacement Property less $20,000 (but not less than zero) (the "Base Tax") or 2) the real property taxes currently payable on the Replacement Property.

Years 4 -10, the lesser of 1) the real property taxes as then currently assessed on the Replacement Property or 2) the Base Tax multiplied by:

Year	4	5	6	7	8	9	10
Factor	1.0	1.0	1.2	1.4	1.6	1.8	2.0

Year 11 and thereafter, the real property taxes as then currently assessed on the property.

Recapture:

- Financial assistance is conditioned upon Applicant maintaining, at a minimum, for ten years in the Replacement Property, the number of FTE employees that the Applicant employed in the "Project Zone" in 2017.
- Applicants will be subject to the recapture policy established by the IDA.
- Reduced benefits will apply if applicant no longer exclusively occupies the Replacement Property.

Deviations:

- The IDA reserves the right, at its sole discretion, to deviate from this Policy on a case-by-case basis, and will grant financial assistance to match a commitment by an Eligible Business to make an investment into and/or create employment at the Replacement Property.
- The IDA will provide written notice to each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirement of the General Municipal Law.
- In addition to the other deviation criteria described in the IDA's Uniform Tax Exemption Policy, the IDA will consider the following to determine when it is appropriate to deviate from this policy:
    - If the Applicant commits to not only retain, but also to create, a significant number of additional permanent, private employees (FTEs) as a result of acquiring the Replacement Property.
    - If the Applicant commits to make an investment into improving the Replacement Property that exceeds expenses of relocating to the Replacement Property.
    - Consideration will be given to limiting the Base Tax to an equivalent tax based on an assessment equalization of the arms-length purchase price of the Replacement Property.

Duration of Policy:

- Three years from the date of implementation.



Proposed Hospital Site Location

Date: January 11, 2018
Date of Photography: April 2015

PAYMENT IN LIEU OF TAX BENEFIT VALUE CALCULATOR

To be used as guidance to calculate the PILOT Benefit value on Page 9 of application. Rates and assessments are for example only.

Information on Real Property Proposed For PILOT			SSC Kirkland
Estimated Assessment in 1,000s	$ 1,406.611	(Provide)	14-Jan-22

Tax Rates Per 1k of Assessment at time of application*				Rate Year	Muni		
Oneida County	0.173630775	$ 10.434265		21	Oneida	(Provide)	
City or Township**	0.120190496	$ 7.222795		21	Kirkland	(Provide)	
School District	0.706178729	$ 42.437500		21-22	Clinton	(Provide)	
Total	1	$ 60.094560					

*Do not include Special District Tax Rates **Verify equalization rates with jurisdiction for parity with other jurisdictions

Annual rate increase factor of 2% is used in calculator

					Per MW	MW
1.02				25 year with 2% annual increase	$ 7,000	4.2

PILOT VALUE CALCULATOR VALUES		Full	85-	PILOT	difference	
Year 1 Payment	$ 61.30	$ 86,220	#	$ 29,400	$ 56,820	
Year 2 Payment	$ 62.52	$ 87,945	#	$ 29,988	$ 57,957	
Year 3 Payment	$ 63.77	$ 89,704	#	$ 30,588	$ 59,116	
Year 4 Payment	$ 65.05	$ 91,498	#	$ 31,200	$ 60,298	
Year 5 Payment	$ 66.35	$ 93,328	#	$ 31,824	$ 61,504	
Year 6 Payment	$ 67.68	$ 95,194	#	$ 32,460	$ 62,734	
Year 7 Payment	$ 69.03	$ 97,098	#	$ 33,109	$ 63,989	
Year 8 Payment	$ 70.41	$ 99,040	#	$ 33,771	$ 65,269	
Year 9 Payment	$ 71.82	$ 101,021	#	$ 34,447	$ 66,574	
Year 10 Payment	$ 73.25	$ 103,041	#	$ 35,136	$ 67,905	
Year 11 Payment	$ 74.72	$ 105,102		$ 35,838	$ 69,264	
Year 12 Payment	$ 76.21	$ 107,204		$ 36,555	$ 70,649	
Year 13 Payment	$ 77.74	$ 109,348		$ 37,286	$ 72,062	
Year 14 Payment	$ 79.29	$ 111,535		$ 38,032	$ 73,503	
Year 15 Payment	$ 80.88	$ 113,766		$ 38,793	$ 74,973	
16	$ 82.50	$ 116,041		$ 39,569	$ 76,473	
17	$ 84.15	$ 118,362		$ 40,360	$ 78,002	
18	$ 85.83	$ 120,729		$ 41,167	$ 79,562	
19	$ 87.55	$ 123,144		$ 41,990	$ 81,153	
20	$ 89.30	$ 125,607		$ 42,830	$ 82,776	
21	$ 91.08	$ 128,119		$ 43,687	$ 84,432	
22	$ 92.90	$ 130,681		$ 44,561	$ 86,121	
23	$ 94.76	$ 133,295		$ 45,452	$ 87,843	
24	$ 96.66	$ 135,961		$ 46,361	$ 89,600	
25	$ 98.59	$ 138,680		$ 47,288	$ 91,392	
Total Due:		$ 2,761,661	#	$ 941,691	**$ 1,819,970**	Benefit

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY **10-Dec-21**
COST/BENEFIT ANALYSIS
Required by §859-a(3) of the
New York General Municipal Law

Name of Applicant: **SSC Kirkland PV**
Boulder, CO

Description of Project: **4.20 MW AC Solar Facility**

Name of All Sublessees or Other Occupants of Facility:

Principals or Parent of Applicant: Summit Solar Capital, LLC - Boulder, CO
David Spotts and John Switzer, Principals

Products or Services of Applicant to be produced or carried out at facility: solar power production

Estimated Date of Completion of Project: Apr-22

Type of Financing/ Structure:

	Tax-Exempt Financing
	Taxable Financing
X	Sale/ Leaseback
	Other

Type of Benefits being Sought by Applicant:

	Taxable Financing
	Tax-Exempt Bonds
	Sales Tax Exemption on Eligible Expenses Until Completion
	Mortgage Recording Tax Abatement
X	Real Property Tax Abatement

C

Project Costs

Land Acquisition	$	5,000
Existing Building(s) ACQUISITION	$	-
Existing Building(S) RENOVATOIN	$	-
NEW Building(s) CONSTRUCTION	$	-
Installation Costs	$	-
Site Preparation/Parking Lot Construction	$	100,000
Machinery & Equipment (other than furniture)	$	3,600,000
Furniture & Fixtures	$	-
Architectural & Engineering	$	20,000
Legal Fees (applicant, IDA, bank, other counsel)	$	10,000
Financial (all costs related to project financing)	$	-
Permits	$	2,000
Other	$	-
Agency Fee	$	18,685
TOTAL COST OF PROJECT	$	3,755,685

Assistance Provided by the Following:

EDGE Loan:	
MVEDD Loan:	
Grants - Please indicate source & Amount:	
Other Loans - Please indicate source & Amount:	

Company Information

		Average Salary of these Positions
Existing Jobs	0	$ -
Created Jobs FTE (over three years)	0	$ -
Retained Jobs	0	$ -

Earnings Information for Oneida County

Average Salary of Direct Jobs for Applicant	$ -
Average of County Indirect Jobs	$ 25,000
Average of Construction Jobs	$ 32,000

Note: $1,000,000 in construction expenditures generates 15 person - years of employment

Construction Person Years of Employment: 1

Calculation of Benefits (3 Year Period)

		Total Earnings	Revenues
Direct Jobs			
	Created	$ -	$ -
	Existing	$ -	$ -
Indirect Jobs			
	Created	$ -	$ -
	Existing	0	0
Construction - only one year			
	Person Years	$ 16,000	$ 680
TOTALS Calculation of Benefits (3 Yr Period)		$ 16,000	$ 680

TAXABLE GOODS & SERVICES

		Spending Rate	Expenditures	State & Local Sales Tax Revenues
Direct Jobs				
	Created	36%	$ -	$ -
	Existing	0.36	$ -	$ -
Indirect Jobs				
	Created	0.36	$ -	$ -
	Existing	0.36	$ -	$ -
Construction - only one year				
	Person Years	0.36	$ 5,760	$ 562
TOTAL TAXABLE GOODS & SERVICES			$ 5,760	$ 562

Local (3 year) real property tax benefit (assuming 60% of jobs existing and created own a residence) with an average assessment of $80,000 and the remainder of jobs existing created pay real property taxes through rent based on an average assessment per apartment of $50,000.

			Municipality	
Tax Rate for School District where facility is located:	$	42.437500	Clinton School	21-22
Tax Rate for Municipality where facility is located:	$	7.222795	Kirkland	22
Tax Rate for County:	$	10.434265	Oneida	22
Total Rate:		**60.09456**		
Real Property Taxes Paid:	$ -			

COSTS: IDA BENEFITS 0

Real Property Taxes Abatement	$	1,819,970
Mortgage Tax Abated (.75%)	$	-
Estimated Sales Tax Abated During Construction Period (8.75%)	$	-
Total:	$	1,819,970

NOTE: If there is a tax-exempt financing of all or a portion of the project cost, there is a neutral cost/benefit because of lower interest rates by reason of exclusion of interest from gross income of bondholders for purposes of Federal and State income taxes. Taxable financing carries the same cost/benefit for State Income Tax purposes. Such cost/benefits cannot be quantified.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OCIDA

APPLICATION FOR FINANCIAL ASSISTANCE

SOLAR Project

ADDENDUM

Please complete this addendum and submit Pages 1-3, including any required supplemental information requested, along with the Standard OCIDA Application for Financial Assistance.

November 23, 2021

Community Solar Project Questionnaire

Complete the following questions only if your project is Community Solar. Please specifically reference ALL of the parameters outlined in Part I (A-D) of the OCIDA Uniform Tax Exemption Policy (Community Solar Projects) contained within this application and respond to the questions as they relate to the parameters of the policy. Attach additional pages as needed.

1(a) Describe the project in detail, ie; (MW total capacity; battery storage; fixed or sun-tracking panels; single or double sided panels; project engineer; any required upgrades to transport energy generated to grid; domestic or foreign panel manufacture; any specific business entity or community tied to power generated; obligations of property owner, etc.)

4.2 MWac gound-mounted, single-axis tracker solar facility (no batteries are included in the project). The Applicant will lease the land from the landowner. The civil engineer is Plumley Engineering and the electrical engineer is Arc Design. The project life will be 25-35 years.

1(b) Has the applicant provided written communication to any of the affected taxing jurisdictions notifying of its intent to construct the facility? ☐ Yes ☑ No

If YES, have any of the jurisdictions responded within 60 days of receipt of the written communication responded that they will require a contract for a payment in lieu of taxes?

☐ Yes ☐ No

If YES, please explain and provide a copy of the communications and also the written response(s):

1(c) Will the applicant be applying for **NYS RPTL 487** with any taxing jurisdiction?**1** ☐ Yes ☑ No

1(d) Will there be a Host Community Agreement? ☑ Yes ☐ No

*** If there is no Host Community Agreement please attach letters of support from each affected taxing jurisdiction.**

1(e) Has a facility decommissioning plan been accepted by the host community? ☑ Yes ☐ No

*** Please provide a copy of the accepted plan and evidence of acceptance.**

1(f) Has provision been made to reserve funds for facility decommissioning, either through bond posting or establishment of an escrow account? ☑ Yes ☐ No

***Please provide a copy of evidence for provision of reserve funds for decommissioning.** To be provided prior to construction as required per the Decommissioning Agreement.

1(g) Has the project received or is it seeking any tax credits from any local, state or federal entity? ☒ Yes ☐ No

If YES, please explain in detail in 12(d) on Page 19 of OCIDA Application for Financial Assistance

Checklist for Solar Project Applications

- [x] Application for Financial Assistance and all supplemental information required by IDA (signed and notarized)

- [x] Check, or proof of paid application and commitment fee in the amount of $1,500.00

- [x] *Facility map delineating where on property the solar facility will be located. Map must include tax parcel number(s), Oneida County GIS-verified soils and be accompanied with a metes and bounds legal description.

- [x] Zoning or Planning Board approval (or if no such approvals are required, a letter of support from the Host Community)

- [x] Copy of Host Community Agreement or confirmation that one is not being executed. (OCIDA encourages Project Operators to enter into a Host Community Agreement directly with the Host Community.)

- [x] Decommissioning plan prepared by a licensed engineer detailing decommissioning of the Facility, which includes an estimated cost reflecting inflation to the time of decommissioning. If a decommissioning plan has been reviewed by a Zoning or Planning Board of the Host Community, such approval should be submitted. The Agency reserves the right to retain an independent engineer at the Project Operator's expense to validate the decommissioning plan and cost.

- [x] Evidence that provision has been made (or will be made before closing) to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account.

- [x] Copy of Lease Agreement with landowner (if applicable)

- [x] Part 1 EAF completed and signed by the Applicant

- [ ] Parts 2 and 3 EAF completed and signed by the lead agency with determination of type of action (with copies of resolutions if available)

*** Is any portion of the tax map parcel upon which the facility will be located listed as desirable for commercial or residential development per the zoning, or is it designated on the Oneida County GIS-verified soils map as prime soils land (Prime Farmland)?** [x] **Yes** [ ] **No**

*** Has any portion of the site upon which the facility will be located been used for an agricultural purpose within the past 18 months?** [ ] **Yes** [x] **No**

Oneida County Industrial Development Agency
Uniform Tax Exemption Policy (Community Solar Projects)
Adopted September 18, 2020

Modified April 30, 2021

The Oneida County Industrial Development Agency (the "Agency") has adopted the following uniform tax exemption policy with respect to Community Solar projects. Final determinations regarding the extent to which financial assistance, if any, will be granted are solely within the discretion of the Agency. The Agency's definition of 'community solar projects' follows the guidance and definition as provided by the New York State Energy and Research Development Authority (NYSERDA). The Agency will modify its definition of 'community solar projects' as needed

I. **Project Eligibility Criteria**.

(A) All Project Operators must submit a signed Application for Financial Assistance in the Agency's standard form, together with all supplemental information the Agency may require (the "Application").

(B) Support of the affected tax jurisdictions is required for Community Solar projects. A copy of zoning or planning board approval is required; in absence of such, the host jurisdiction can issue a letter of support.

(C) Community Solar projects are encouraged to enter into a Host Community Agreement.

(D) The Agency will consider the following additional factors in determining whether a Community Solar project is eligible for financial assistance:

i. The extent to which the project benefits users residing in Oneida County

ii. The extent to which the project is located on undesirable land or difficult land to develop (e.g., landfills, gravel pits, sites designated as Brownfield, not harmful to agriculture operation)

iii. The extent to which a project does not create an additional burden to affected tax jurisdictions

II. Financial Assistance

(A) **Property Tax Exemptions**. Project Operators will pay to the Agency for a period of twenty five years a fixed payment in lieu of exempt taxes (the "PILOT Payments"), which the Agency will allocate to the affected tax jurisdictions in the same proportion that taxes would have been paid but for the Agency's involvement. PILOT Payments will be calculated as follows:

The Project Operator will pay a fixed PILOT Payment equal to:

1. $7,000 fee per MW (AC) **for property which is desirable for commercial or residential development per the zoning, or is** designated on the Oneida County GIS-verified soil map as prime soils land; and
2. $5,500 fee per MW (AC) **for property which is undesirable for development per the zoning, or is** designated on the Oneida County GIS-verified soil map as state-wide importance and non-prime soils land; and
3. An annual increase of two percent (2%) will be applied during year 2 through year 25.

- The Project Operator will pay 100% of taxes after year 25.
- The Agency will use the megawatt projections contained in the Application as the base line for the initial PILOT calculation (the "Base Line MW"). The Project Operator will be required to provide to the Agency annually within 60 days of the end of the calendar year the Annual Megawatt Generation Report that is submitted to NYSERDA and the Agency will adjust the Base Line MW annually; Upward not downward based on actual MW.
- If the parcel is located on more than one soil type, the PILOT Payment will be calculated using the rate for the more valuable soil type.
- PILOT Payments are in lieu of taxes that would have been paid on the increase in assessment resulting from the Project. In addition to the PILOT Payments, the taxes will be payable attributed to the Land.

(B) **Mortgage Recording Tax Exemption**.

- If, based on the project eligibility criteria described in Part I of this Policy, the Agency determines a project is eligible for financial assistance, the Agency will provide an

exemption from New York State mortgage recording tax for the financing of project costs.

- Such exemption is limited to the extent of the Agency's legal exemption. As of the date of this Policy, the Agency is exempt from .75% of 1% of the mortgage recording tax
- The Agency reserves the right to deviate from the mortgage recording tax exemption policy on a case by case basis at its sole discretion.

(C) **Sales Tax Exemption**.

- No Sales tax benefit is offered.

III. Other Requirements

- Annual Rent. The Project Operator shall pay annual rent to the Agency in the amount of $2,000, payable on the Closing Date and annually each January during the term of the PILOT Agreement.
- Host Community Payment. If the Project Operator has not negotiated a Host Community Agreement with the municipality in which the Project is located, the Project Operator will be required to pay directly to the host jurisdiction a Host Community Payment equal to five percent (5%) of the annual PILOT Payment.
- Decommission Plan. The Project Operator must provide a decommissioning plan prepared and stamped by a licensed engineer detailing decommissioning of the Facility and including an estimated cost including inflation to the time of decommssioning. The Agency will require evidence that provision has been made to reserve funds for decommissioning, either through the posting of a bond or establishment of an escrow account. The Agency will retain an independent engineer at the Project Operator's expense to validate the decommissioning plan and cost.

V. Recapture

The Agency financial assistance is conditioned upon the Company's representations that the project will be completed substantially in accordance with the Application (the "Project Obligation"). The Agency is required to review on an annual basis whether a Project is achieving its Project Obligation. Failure to provide the annual report to the Agency, or if the Annual Report shows that a Company is not meeting its Project Obligation, could result in recapture of all or a portion of tax benefits granted by the Agency.

VI. Deviations

Deviations from this Policy shall be infrequent. The Agency reserves the right, at its sole discretion, to deviate from this Policy on a case by case basis. The Agency will provide written notice to the chief executive officer of each affected tax jurisdiction of any deviation from this Policy and will comply with the deviation requirements of the General Municipal Law.

Oneida County Industrial Development Agency Decommissioning Plan Guidance

1.0 DEFINITIONS

Solar Energy Equipment: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to any interconnection equipment.

Owner: One who has legal title to the Property.

Developer: Owner or Lessee planning, constructing and/or maintaining a Solar Energy System.

Lease: A contract by which an Owner of Property conveys exclusive possession, control or use of it, or portion thereof, for a specific rent and a specified term after which the Property reverts to the Owner.

Storage Battery: A device that stores energy and makes it available in an electrical form.

2.0 DECOMMISSIONING

Decommissioning will occur as a result of any of the following conditions:

A. The land Lease, if any, ends.

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for [6 months].

C. Upon the reduction of electricity generation of a Solar Energy System below 10% of the design capacity on a continuous basis for [1 year].

D. The system is damaged and will not be repaired or replaced.

E. Abandoned prior to the completion of construction.

F. The facility has been otherwise abandoned.

In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in the accepted Decommissioning Plan.

2.1 DECOMMISSIONING PLAN

A Decommissioning Plan signed by the Developer of the Solar Energy System shall be submitted by the applicant, addressing the following:

- The cost of removing the Solar Energy System.
- The work and time required to decommission and remove the Solar Energy System and any ancillary structures, and to remediate any environmental impacts.
- The time required to repair any damage caused to the Property by the installation and removal of the Solar Energy System.

2.1.1 DECOMMISSIONING COSTS

- The Developer may complete all decommissioning work with either their own finances or workforce. However, for cost estimating purposes, all work associated with decommissioning is assumed to be undertaken by a third party retained by the Owner or [DESIGNATED MUNICIPAL ENTITY].
- Cost estimates are to be certified by a licensed architect or engineer and accepted by the [DESIGNATED MUNICIPAL ENTITY] and updated every 5 years beginning 10 years after construction at the cost of the Developer. The surety instrument should be adjusted according to the updated cost estimates, as well as automatic increases as outlined in the Surety section.

2.1.2 DECOMMISSIONING WORK AND SCHEDULE

The work and time required to remove the Solar Energy System any ancillary structures, shall include:

1. All efforts to properly remove and dispose of all components of the Solar Energy System in accordance with the Decommissioning Plan and Federal, State and local laws.

2. All efforts to properly remove and dispose of any infrastructure above and below ground associated with the Solar Energy System, including but not limited to foundations, driveways, road, fences, lighting and/or other utilities.

3. All efforts to identify and remediate any hazardous or otherwise contaminated material released onsite during the construction, operation and/or decommissioning of the Solar Energy System.

The Decommissioning Plan, including remediation and restoration, must be completed within [one year] of notification by the [DESIGNATED MUNICIPAL ENTITY].

2.1.3 RESTORATION

The work and time required to repair and restore any damage or disturbances caused to the Property by construction, operation and/or decommissioning of the Solar Energy System shall include:

1. All efforts to properly grade the Property back to pre-disturbed condition or a condition otherwise agreed upon by all involved parties.

2. Unless otherwise agreed upon, restoration will include:

    a. Proof rolled subgrade.

    b. Fill materials compacted to 85% modified proctor

    c. Three inches (minimum) of topsoil.

    d. Seed and mulch.

3. Materials to be used:

    a. Fill material: NYSDOT Item No.: 203.05

    b. Topsoil: NYSDOT Specification Section 713-01

    c. Seed: NYSDOT Specification Section 713-04

    d. Mulch: NYSDOT Specification Section 713-05

4. Restoration is to be completed after all removal and remediation efforts at the Property are completed.

5. Restoration shall be considered completed once all grading has been performed and appropriate vegetation has been properly established onsite.

3.0 SECURITY

The deposit, executions or filing with the [DESIGNATED MUNICIPAL ENTITY] Clerk of cash escrow held by a federally insured financial institution, surety bond, letter of credit or other form of security reasonably acceptable to the [DESIGNATED MUNICIPAL ENTITY] attorney, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restoration of the site subsequent to removal. The amount of the bond or security shall be [125] % of the cost of decommissioning the Solar Energy System and restoration of the Property with an escalator equal to the Consumer Price Index (CPI) annually for the life of the Solar Energy System. The bonding company must have a minimum A.M. Best Company rating of A- and be T-Listed. No permits will be issued until the surety instrument is in place.

In the event of default in the execution of the completion of the Decommissioning Plan, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the [DESIGNATED MUNICIPAL ENTITY], which shall be entitled to use the security to complete the Decommissioning Plan. The cash deposit, bond, or security shall remain in full force and effect until restoration of the Property as set forth in the Decommissioning Plan is completed.

4.0 OWNERSHIP CHANGES

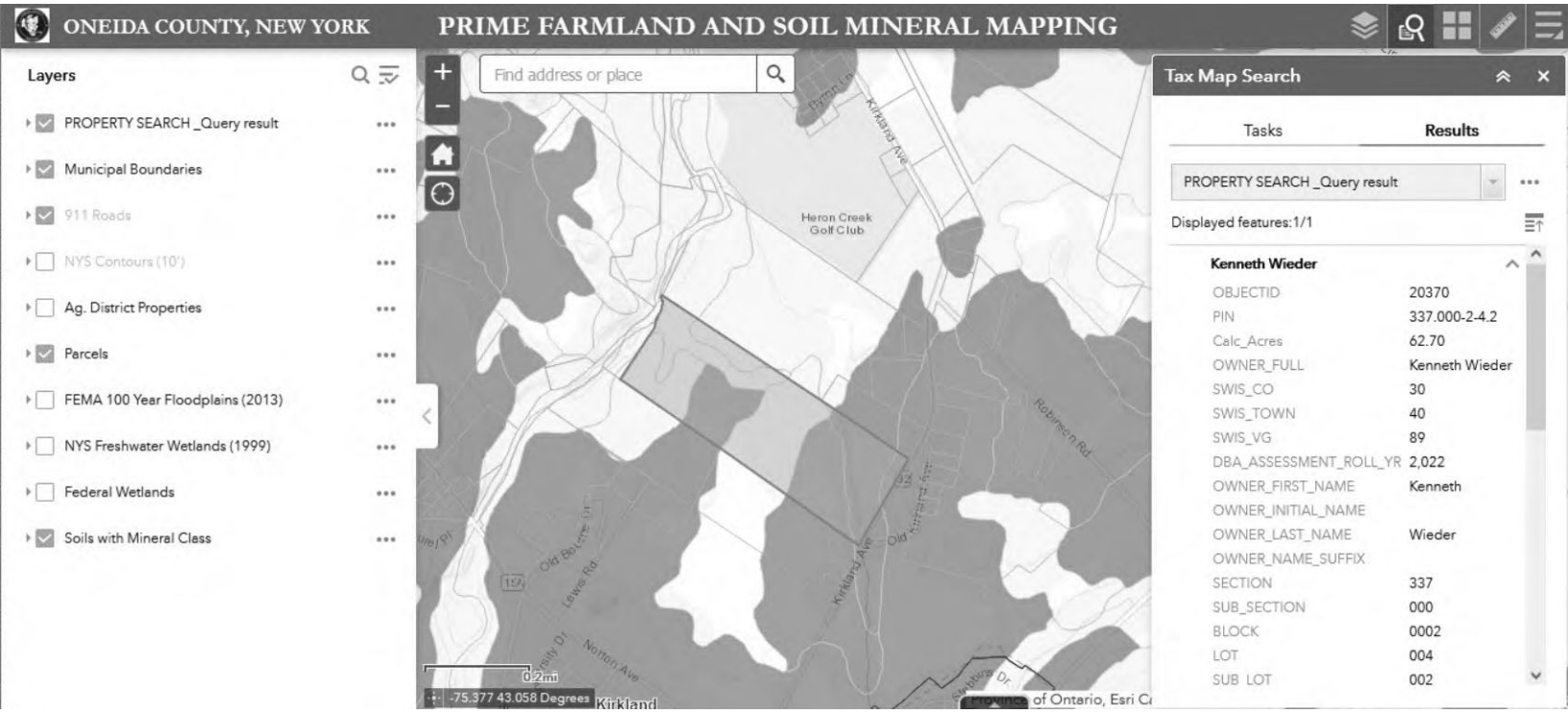
If the Developer of the Solar Energy System changes or the Owner of the Property changes, the [DESIGNATED MUNICIPAL ENTITY] issued permit shall remain in effect, provided that the succeeding Owner or Developer assumes in writing all of the obligations of the permit, Site Plan Approval and Decommissioning Plan. A new Owner or Developer of the Solar Energy System shall notify the [DESIGNATED MUNICIPAL ENTITY] of such change in Ownership or Developer [30] days prior to the ownership change.

5.0 SEVERABILITY

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

6.0 ENFORCEMENT

Any violation of this Solar Energy Code shall be subject to the same enforcement requirements, including liens, civil and criminal penalties, including terminating any PILOT programs provided for in the [DESIGNATED MUNICIPAL ENTITY] regulations.


ONEIDA COUNTY, NEW YORK
PRIME FARMLAND AND SOIL MINERAL MAPPING
Layers
PROPERTY SEARCH _Query result
Municipal Boundaries
911 Roads
NYS Contours (10')
Ag. District Properties
Parcels
FEMA 100 Year Floodplains (2013)
NYS Freshwater Wetlands (1999)
Federal Wetlands
Soils with Mineral Class
Find address or place
Heron Creek Golf Club
Kirkland Ave
Robinson Rd
Old Boulder Dr
Lewis Rd
Norton Ave
Kirkland
0.2mi
-75.377 43.058 Degrees
Tax Map Search
Tasks
Results
PROPERTY SEARCH _Query result
Displayed features:1/1
Kenneth Wieder
OBJECTID 20370
PIN 337.000-2-4.2
Calc_Acres 62.70
OWNER_FULL Kenneth Wieder
SWIS_CO 30
SWIS_TOWN 40
SWIS_VG 89
DBA_ASSESSMENT_ROLL_YR 2,022
OWNER_FIRST_NAME Kenneth
OWNER_INITIAL_NAME
OWNER_LAST_NAME Wieder
OWNER_NAME_SUFFIX
SECTION 337
SUB_SECTION 000
BLOCK 0002
LOT 004
SUB_LOT 002

Town of Kirkland
Zoning Board of Appeals

Re: Application of David Spotts as the representative of and on behalf of the applicant, SSC Kirkland, LLC (hereinafter sometimes referred to as "SSC" for a special permit relative to property located at 73 Kirkland Avenue a/k/a County Route 32 in the Town of Kirkland, New York. The entire premises is approximately 6.6 ± acres and located on the west side of Kirkland Avenue.

DECISION

Decision of the Zoning Board of Appeals, Town of Kirkland, Oneida County, State of New York in the matter of the above-referenced application.

FINDINGS OF FACT

1. The Minutes of Appeal submitted concurrently herewith are incorporated by reference herein as are the further Minutes provided by Robert Kellogg as Chair of the Zoning Board of Appeals.

2. The subject property lies in an RR zoning district wherein a Tier 3 Solar Energy System is allowable pursuant to the newly enacted Solar Ordinance of the Town of Kirkland.

3. As set forth in the Minutes herein, this matter has previously come before and been completely reviewed and acted upon by the Planning Board of the Town of Kirkland which approved the application pursuant to the Ordinance subject to a special use permit being granted by the ZBA and further conditions as referenced in the Planning Board's Decision and the Minutes herein in this matter.

4. This is the first application to come before the Zoning Board of Appeals relative to request for special use permit pursuant to said Solar Ordinance. The Board has carefully reviewed all of the records and matters referred to in the Minutes as well as comments and positions taken during the hearing herein.

5. It is noted that the criteria set forth in the Town of Kirkland Ordinance as well as the Town Law of the State of New York has already been carefully addressed by the Town Planning Board relative to reaching its decision herein. It is noted that if the matter had first come before the Zoning Board of Appeals rather than the Town Planning Board, the Zoning Board of Appeals would have referred the SEQRA considerations to the Town Planning Board as well as referred other matters so as to assist in addressing

whether or not the proposed use is in harmony with the Zoning Ordinance and not adversely affect the neighborhood.

6. Subject to the terms of its Decision herein, the Zoning Board of Appeals has determined that the location, size of the use and the nature and intensity of the operations involved or connected in conjunction therewith together with the site lay-out and its relationship to access and traffic will not be hazardous or inconvenient to the neighborhood or conflict with the normal traffic of the neighborhood. In this regard, this Board has considered, among other things, matters of pedestrian traffic thoroughfares and street and road relationships to the premises involved as well as the intensity and development of the neighborhood.

7. The Board further considered the nature and use of screening and landscaping as previously addressed to and by the Town Planning Board.

8. Subject to the applicant fulfilling the conditions set forth by the Town Planning Board in the Zoning Board of Appeals' Decision herein, it is the determination of this Board that the applicant has established that the proposed use is in harmony with the Ordinance having given full consideration to the enactment of the new Solar Ordinance and the Zoning Board of Appeals has further determined that the special use permit being granted will not adversely effect the neighborhood inappropriately.

9. At the conclusion of the hearing, Robert Kellogg, the Chairperson of the Zoning Board of Appeals, made a motion which was seconded by Board Member, Anita Fitzgerald. The motion was unanimously approved by Mr. Kellogg and Ms. Fitzgerald along with the other three members of the Board, Ernest Weeks, Christopher Hubbell and John Dillon.

The motion which was passed sets forth that the Zoning Board of Appeals grants a special use permit as applied for by SSC Kirkland, LLC, having considered as being met, all of the criteria referenced in the Zoning Ordinance of the Town of Kirkland and as further set forth in the Minutes and paragraphs above and after having further considered the submittals of the applicant to the Zoning Board of Appeals and the Kirkland Town Planning Board, and said Planning Board's findings, comments and Decision approving the application to said Board subject to the determinations and conditions set forth by the Town Planning Board, including its determination of a negative declaration as to environmental impacts.

The Decision to allow for a special use permit being granted to the applicant is further conditioned upon the applicant entering into a written Complaint Resolution Procedure; Host Community Agreement and Decommission Plan and Agreement accepted and approved by the Town of Kirkland Planning Board and the Town of Kirkland Board of Supervisors. It is further noted that any additional conditions set forth by the Town Planning Board be complied with before a building permit be issued. It is also required among other matters that the applicant obtain a floodplain work permit from the Town of Kirkland. Hence, granting of a special use permit by the Zoning

Board of Appeals is in no way meant to trigger that a building permit be issued unless and until the above-described conditions are complied with to the satisfaction of the Town of Kirkland Planning Board and the Town of Kirkland Board of Supervisors. The requiring of such conditions are consistent with the Town of Kirkland Zoning Ordinance relative to the issuance of a special use permit.

Dated: December 21, 2021

Respectfully submitted,

Michael E. Getnick, Secretary and Legal Counsel to Zoning Board of Appeals of the Town of Kirkland

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement"), dated as of December 13, 2021 is entered into by and between SSC Kirkland LLC ("Solar Operator"), whose address is 334 Arapahoe Avenue, Boulder, Colorado 80302, and the Town of Kirkland, Oneida County, New York, a local governmental entity in the State of New York (or "the Town"), whose address is 3699 State Route 12B, Clinton, New York 13323. Solar Operator and the Town are hereinafter referred to individually and as "Party" and collectively as the "Parties".

WHEREAS, Solar Operator intends to construct and operate a solar array commonly referred to as a 4.2± megawatt facility, along with certain ancillary buildings and equipment, to be located in the Town of Kirkland, New York (the "Solar Project");

WHEREAS, the Solar Project is expected to be completed and in commercial operation by December 31, 2022;

WHEREAS, the Parties recognize that this Solar Project comes with impacts on publicly-owned infrastructure and property and public services and that such impacts are not readily and easily identifiable and/or are not readily and easily qualifiable;

WHEREAS, Solar Operator, as a new member of the local business community, wishes to demonstrate good citizenship by making a commitment to assist the community in improving and maintaining physical, business and social environment benefitting all members of the community by making contributions to the Town, subject to the conditions set forth herein;

WHEREAS, the Town is willing to accept such contributions subject to the terms of this Agreement; and

WHEREAS, for planning and budgetary purposes, the Parties desire to document the level of financial support the Solar Operator is committed to provide to the Town and the terms and conditions upon which the contributions will be made.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

HOST FEE

1. Once the Solar Project enters commercial operation, Solar Operator shall pay the Town an amount equal to THREE THOUSAND DOLLARS ($3,000.00) per year per nameplate capacity defined in terms of megawatts constructed in the Town ("Town Fees"). No more than thirty (30) days after the commercial operation date is achieved, Solar Operator shall submit a written certification certifying as to actual installed nameplate capacity of the Solar Project. The annual payment of the Town Fees due under this paragraph for a particular year shall be made by Solar Operator to the Town by March 31 of the immediately following year. Annual payments of Town Fees will continue until the Solar Project ceases commercial operation or this Agreement is terminated. **Payments shall be increased annually by two percent (2%) of the prior year's payment**. The Town Fees shall be placed in a fee escrow account.

2. The Town Fees received by the Town may be used by the Town for any purposes allowed by law.

3. If the nameplate capacity of the Solar Project is increased or decreased for any reason (including, but not limited to, planned decommissioning of any parcels or any other Solar Project facilities, or any event that results in any parcels or other solar project facilities being rendered inoperable), the Town Fees shall be adjusted upward or downward to match any change in the nameplate capacity, prorated for the year in which the change was made. In no case, however, will a proration recapture amounts already paid to the Town in a prior tax year.

4. If Solar Operator fails to pay Town Fees due under this Agreement ("Monetary Breach"), the Town Board of the Town shall provide written notice of the alleged Monetary Breach to Solar Operator by specifying the details of the alleged Monetary Breach and the amount due. Solar Operator shall cure any non-disputed Monetary Breach within forty-five (45) days after receipt of the Notice.

5. Notices to the Parties shall be provided by overnight delivery service at the addresses set forth in the first paragraph of this Agreement. In the case of Solar Operator, notices shall be sent to the attention of the Land Services Administration. In the case of the Town, notice shall be sent to the attention of the Town Clerk.

PAYMENT-IN-LIEU-OF-TAXES AGREEMENT

6. This Agreement is in addition to, not in lieu of, a Payment in Lieu of Tax Agreement ("PILOT Agreement"). This Agreement shall continue in effect without regard to termination.

MONITORING AND REPORTING REQUIREMENTS

7. ON-SITE MONITOR. The Town shall engage a qualified independent engineering firm with solar project experience to monitor compliance with the measures and obligations agreed to be conducted by the Solar Operator pursuant to the Planning Board and Zoning Board of Appeals Resolution for approval and/or the Special Permit for the Solar Project ("Special Use Permit") or the Town Permits including without limitation periodic inspections and post-flood event inspections (the "On-Site Monitor").

8. TOWN ENGAGEMENT OF ON-SITE CONSTRUCTION MONITOR. The Town has the right to engage a qualified independent engineering firm with Solar Project experience to serve as the On-Site Monitor for the Solar Project. In the event the Town decides to retain or replace the On-Site Monitor during construction and post-construction remediation, the Town shall provide advance written notice to the Solar Operator of such decision and the Town's selected candidate. Such selected candidate must be a qualified independent engineering firm with Solar Project experience. The Solar Operator shall have five (5) days after its receipt of the Town's notice to advise the Town in writing of any objection to the engagement of such selected candidate. If the Solar Operator raises an objection, the Town and the Solar Operator agree to virtually meet within fifteen (15) days of the Town's receipt of the Solar Operator's notice to discuss the Solar Operator's concerns with the selected

candidate and potential substitutes. The Town shall not select the On-Site Monitor without the Solar Operator's consent, which shall not be unreasonably delayed or withheld.

9. RESPONSIBILITIES OF ON-SITE CONSTRUCTION MONITOR. The On-Site Monitor shall be responsible for monitoring the Solar Operator's compliance with any necessary obligation, condition or requirement set forth in the Solar Operator's Special Use Permit or Planning Board Approval. The On-Site Monitor shall also serve as a liaison between the Solar Project and the Town in relation to any issues that arise. The On-Site Monitor may issue a "Notice of Potential Violation" to the Solar Operator in the event he/she identifies potential non-compliance with the Terms of the Special Use Permit or Planning Board Approval. Such notice shall identify the circumstances of the potential non-compliance and recommended remedial measures, if applicable. The Solar Operator shall provide written responses to any "Notice of Potential Violation" within in fifteen (15) business days of its receipt of such notice. Any written notice given to the On-Site Monitor shall be deemed duly received by the Town for the purposes of this Agreement.

10. REPORTS. The On-Site Monitor shall provide copies of his or her reports to the Solar Operator at the same time such reports are provided to the Town Supervisor, Town Board, or other Town body or representative.

11. EMERGENCY NOTIFICATIONS. In the event of an emergency which requires the Solar Operator to notify the New York State Department of Environmental Conservation, the New York State Department of Health, the Oneida County Department of Health or any federal, state, county or local emergency service , the Solar Operator, will immediately thereafter notify the On-Site Monitor of the circumstances and events requiring the initial reporting to the previously-referenced entities. All written reports and documents regarding such notifications will be made available to the On-Site Monitor, along with any responses or further written directions received from the entities to which the Solar Operator initially reported.

DECOMMISSIONING PLAN

12. DECOMISSIONING. The parties acknowledge that Solar Parcels may, from time to time, need be decommissioned and removed from the Project ("Decommissioning"). When this need arises, the Solar Operator shall implement the Decommissioning Plan outlined by the Solar Operator in the EAF and Decommissioning Agreement dated as of December 13, 2021.

FIRE PROTECTION CONTROL AND SAFETY

13. ANNUAL MEETINGS WITH ON SITE MONITOR. The Solar Operator will agree to meet, on an annual basis, with the On-Site Monitor.

14. EMERGENCY PLAN. The Solar Operator will submit to the fire chief and to the Town an Emergency Plan prior to issuance of the building permit.

LIABILITY COVERAGE AND INDEMNIFICATION

15. INSURANCE. The Solar Operator will maintain insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from operation of the Solar Project. The Solar Operator shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type. The Solar Operator will provide proof of such insurance in the form of a certificate of insurance or proof of self-insurance annually to the Town.

16. ACTIONS CONCERNING THE PROJECT OR TOWN PERMITS. Without limiting the foregoing, in the event a claim, action, demand, suit or proceeding is instituted against the Town by any third party challenging the exercise of the Town's municipal powers or obligations in connection with the Solar Project or the Town's issuance of Town Permits, the Town shall immediately notify the Solar Developer in writing and contemporaneously provide the Solar Developer with a copy of such written documents presented by such third party.

DISPUTE RESOLUTION

17. DISPUTE RESOLUTION. In the event of a dispute concerning compliance with this Agreement, the Solar Developer and the Town agree that they will engage in alternative dispute resolution in the form of non-binding mediation with a mutually agreed mediator. The parties recognize that certain disputes are not amenable to mediation. In the event that either party determines to proceed with resolution of the dispute through judicial litigation, this Agreement to submit disputes to mediation will not be used against any party in the judicial forum. The parties agree to waive any right to trial by jury and agree a bench trial by Judge should be the arbiter of such dispute.

18. COMMUNITY DISPUTE. Although no undue adverse impacts associated with the Project are anticipated, the Parties have defined this complaint resolution process to resolve any unanticipated complaints resulting from construction or operation of the Project.

    Complaints by community residents or others may be made through the following channels:

    1. By calling the phone number [tbd] and speaking directly with construction and operations personnel in the field; or

    2. By writing to the Applicant at its address [tbd] or its principal place of business.

    As set forth in this paragraph, and as shall be updated from time to time.

    In the event that the Town receives complaints directly about unanticipated effects of operations of the Solar Project, the Town shall notify the Solar Operator within five (5) days in writing of the details of such complaint. A log will be kept locally of the name and contact details of the complainant and the actions taken to resolve the complaint. This log will be available to the Town Board for inspection, upon request. In the event of a major complaint,

the Solar Operator will inform the Town Clerk and Town Supervisor within forty-eight (48) hours of the nature of the complaint and planned actions for resolution.

In the event that the Solar Operator receives complaints, either from neighboring residents, landowners or local business operations, the Solar Operator will promptly work directly with the complainant to investigate and resolve the issue pursuant to the terms of the Planning Board Approvals dated October 13, 2021 and Special Use Permit. In the event that the complaint is not resolved pursuant to the terms of the Planning Board Approvals dated October 13, 2021 and Special Use Permit, or that an agreed-upon solution is not under development within sixty (60) days of notice of the complaint, the complainant may refer the matter to a mutually acceptable mediator or arbitrator. The Solar Operator make every reasonable effort to resolve all complaints. The costs of said mediation or arbitration shall be borne equally by the parties.

Upon the Town's request for the Applicant/owner/developer to investigate a credible complaint that appears to be mechanical, the Applicant/owner/developer will first seek to satisfactorily rectify the issue with operations and maintenance. Should the Town and the Town's consultant further desire that the Applicant/owner/developer provide reasonable evidence of the structural integrity of the Solar Project, the Applicant/owner/developer will submit an engineering report on the structural and operational integrity of the Solar Project. The report shall be prepared by a professional engineer licensed by the State of New York containing the inspection results and recommendations on maintenance, repairs or modifications that are required, if any.

GENERAL

19. FEE ESCROW ACCOUNT. The Town Fees shall be deposited in a fee escrow account (the "Fee Escrow Account"). Initial funding of Fee Escrow Account shall occur prior to the issuance of a building permit for the Solar Project, the Solar Operator shall deposit the sum of TWELVE THOUSAND SIX HUNDRED DOLLARS ($12,600.00) in a non-interest bearing escrow account to be established by the Town at a local banking institution.

    (a) Invoices and Withdrawals. The Invoices for engineering, monitoring and legal services will be submitted to the Town Budget Supervisor, who will review the invoices. Upon approval by the Town Budget Supervisor, the Town Supervisor will thereafter be directed to disburse funds from the Fee Escrow Account to pay the invoices. Copies of all invoices shall be provided prior to approval by the Town Board to the Solar Operator except for any privileged portions of legal billings.

    (b) Statements. The Town shall provide annual Fee Escrow Account statements to the Solar Developer, together with an itemized accounting of monies disbursed from the Fee Escrow Account, if applicable.

    (c) Upon either decommissioning of the Solar Facility or termination of this Agreement, all funds held in the Fee Escrow Account shall promptly be returned to the Solar Operator.

20. NO FIDUCIARY RELATIONSHIP. The engineers and attorneys retained by the Town are retained pursuant to separate agreement with the Town and do not have any obligation to or fiduciary relationship with the Solar Developer.

21. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Town:	Town of Kirkland 3699 State Route 12B Clinton, New York 13323 Attention: Robert J. Meelan, Town Supervisor
With a Copy to:	Felt Evans, LLP 4 - 6 North Park Road Clinton, New York 13323 Attention: Anthony G. Hallak, Esq.
To Solar Operator:	SSC Kirkland LLC 334 Arapahoe Avenue Boulder, Colorado 80302 Attn: David Spotts, Managing Member
With a Copy to:	Sweeney Law Firm 16 Keith Road Delmar, New York 12054 Attn: Mark T. Sweeney, Esq.

22. NON-WAIVER. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provisions, nor will it be deemed a waiver of any subsequent breach.

23. This Agreement shall inure to the benefit of the Parties' successors in interest.

24. INTERPRETATION: VENUE. This Agreement shall be governed by the laws of the State of New York. Venue any dispute arising under this Agreement shall be solely in the New York State Supreme Court for the County of Oneida.

25. MERGER. This Agreement constitutes the entire agreement and undertaking of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or undertakings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

MISCELLANEOUS

26. Each of the Parties represents to the other that it has the requisite power and authority to enter into this Agreement.

27. The terms of this Agreement shall be in full force and effect until the earlier of: (i) the decommissioning of all Solar Parcels comprising the Solar Project in accordance with the terms of the Decommissioning Agreement or (ii) the termination of the Agreement.

28. Notwithstanding anything in this Agreement to the contrary, each Party hereby waives any claim that they may have against the other with respect to any consequential, indirect, punitive, special or incidental damage or lost profits.

29. In any litigation arising from or related to this agreement, the Parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement. This provision is a material inducement for the Parties to enter into this Agreement

30. This Agreement shall run with the operating life of the Solar Project such that any subsequent Project owner shall be responsible for complying with this Agreement.

31. A memorandum of agreement can be filed in the Oneida County Clerk's Office sufficient to put any subsequent assignee or other interested party on notice that Solar Operator is responsible for complying with this Agreement. The memorandum shall include only so many of the terms included herein as Solar Operator desires to include so long as the memorandum is sufficient to give notice that this Agreement exists.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers and dated their signatures as shown below.

SSC KIRKLAND LLC
a Florida limited liability company

By: David Spotts
David Spotts, Managing Member

12/3/21
Date

TOWN OF KIRKLAND
Oneida County, New York

By:
Robert J. Meelan, Town Supervisor

12/13/21
Date

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of December 13, 2021 (the "Effective Date") is made by and among the TOWN OF KIRKLAND, a municipal corporation under the laws of the State of New York, with offices at 3699 State Route 12B, P.O. Box 235, Clinton, New York 13323 (the "Town") and SSC KIRKLAND LLC, a limited liability company under the laws of the State of Florida with principal offices at 334 Arapahoe Avenue, Boulder, Colorado 80302 (the "Developer"), and KENNETH WIEDER, residing at 6792 Peck Road, Deansboro, New York 13328, (the "Landowner"), and together with the Town and Developer (the "Parties").

WHEREAS, Developer intends to permit, construct, operate and maintain solar energy facilities with an aggregate size of 4.2 MWAC nameplate capacity that will generate electric power (the "Project") on an approximately 35 acre portion of property (the "Property") owned by the Landowner and commonly known as Kirkland Avenue, Kirkland, New York 13323, (Tax Parcel ID Number 337.000-2-4.2, the "Property"), all parcels being located within the Town of Kirkland, Oneida County, New York; and

WHEREAS, the Town through its Planning Board and Zoning Board of Appeals took the requisite action and issued to Developer the requisite approvals (collectively, the "Approvals") in respect of the Project at meeting(s) on October 13, 2021, and November 18, 2021; and

WHEREAS, Developer as a condition of approval must provide funds to the Town to ensure that decommissioning occurs, should decommissioning become necessary; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth a decommissioning plan and financial surety as required by Town Local Law Local Law No. 2 of 2020, Chapter § 118-49 (G)(8)(b) and (c) and to agree upon terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning (defined below) the Project.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project (the "Start Date"), for the benefit of the Town, the Developer shall post a cash deposit, irrevocable letter of credit, decommissioning bond or other adequate security (the "Security") in the amount of Two Hundred Seven Thousand Six Hundred Ninety Dollars ($259,612.50), representing one hundred twenty five percent (125%) of the estimated Decommissioning amount. The Town shall be named beneficiary of the Security.

At the end of each twelve (12) month period following the Start Date (the "Anniversary Date"), Developer shall renew the Security according to the Decommissioning Value Schedule in **Exhibit "A,"** attached to and made a part of this Agreement. Upon posting of the Security, the Developer will provide a copy of the related Security instrument with contact information for the financial provider. Developer or its successor in title to this Project shall be responsible for renewing, increasing and maintain such Security as long as the Project remains in commercial operation.

The Parties agree that the Security shall be used solely to pay for any Decommissioning costs of the Project. Developer shall have no further payment obligations in connection with Decommissioning during the operation of the Project other than compliance with posting the Security in accordance with this Agreement. Nonetheless, in the event the actual Decommissioning costs exceed the amount covered by the Security, Developer or its successor in title to this Project, shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town, its successors and/or assigns using any amount covered by the Security for any reason other than to pay for Decommissioning costs of the Project. In the event the Town, its successors and/or assigns uses any amount from the Security for any reason other than to pay for Decommissioning costs related to the Project, the Town, its successors and/or assigns shall be responsible to pay for such amount used and shall indemnify and hold harmless the Developer and/or Landowner from any claim, loss, damage, liability or costs (including any reasonable attorney costs) arising from the Town's use of the funds. The Town shall provide an accounting of any amount used from the Security to the Developer or its successor in title to this Project upon request.

The Parties agree that maintenance of the Security is a material term in the agreement by the Town to approve the Project and the failure to maintain the Security may result in the forfeiture of the approvals provided by the Town to the Developer.

(a) Any bond or insurance policy required by this Agreement shall be by companies rated A- or better with a financial size category VII or better by Bests Insurance Key Rating Guide. Evidence of renewal of all required bonds or policies shall be delivered not later than the expiration of any bond or policy. All such bonds or policies shall be written in form or substance by a surety or insurance company of recognized responsibility, licensed to do business in New York State, which shall be reasonably satisfactory to the Town. Developer shall cause to be included in all such bonds or policies a provision to the effect that the same will be non-cancelable and not permitted to lapse, except upon thirty (30) days prior notice to the Town.

(b) The estimated cost shall be updated and, to the extent necessary, decommissioning value and security adjust every five (5) years beginning ten (10) years after construction. Cost estimates are to be certified by a licensed architect or engineer at Developer's expense and approved by the Town.

2. "Decommissioning" as used in this Agreement, which satisfies the requirements of Local Law #2 of 2020 Chapter § 118-49(G)(2), shall mean the removal and disposal of all structures, equipment and accessories, including subsurface foundations and all other material, concrete, or debris, that were installed in connection with the Project and the reasonable restoration of the parcel of land on which the Project is built to either of the following, at the Landowner's option: (i) the condition such lands were in prior to the development, construction and operation of the Project, including restoration, regrading, and reseeding; (ii) the condition designed by Developer and/or successor in interest as agreed upon with the Landowner and the Town; or (iii) an alternate condition agreed by all parties. Costs of Decommissioning under this agreement include labor, professional services and any other costs reasonably associated with such restoration and shall be performed in a manner consistent with the decommissioning plan (the "Decommissioning Plan") set forth in **Exhibit "B"** attached hereto.

3. The Parties agree that the Decommissioning process of the Project may commence (and the funds to pay for the cost of any such Decommissioning from the Security may be called on) for the following reasons, each (a "Triggering Event"):

(a) Developer provides written notice to the Town of its intent to retire or decommission the Project (the "Developer Decommissioning Notice"),

(b) Commercial operation of the Project has not started within eighteen (18) months after the completion of construction, or

(c) The Project "ceases to be operational" (as defined below) in its entirety for more than twelve (12) consecutive months.

In event the Developer fails to initiate Decommissioning of the Project within one-hundred eighty (180) days after: (i) providing Developer Decommissioning Notice, as defined in Triggering Event 3(a), or (ii) Developer fails to provide a reasonable explanation for the delay in the construction or (iii) cessation of operation of the Project, then the Town may commence the Decommissioning of the Project through use of the Security, provided that, in any such instance, the Town issues a notice to Developer and/or Landowner (the "Town Decommissioning Notice") and allows the Developer thirty (30) days to respond to the Town Decommissioning Notice prior to the commencement of Decommissioning. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Developer. Any one of the events outlined in this Section 3 shall be deemed a Triggering Event based upon which the Town shall have the right to demand Decommissioning.

4. Upon the occurrence of any of the Triggering Events in Section 3 above and after the giving of requisite notice and expiration of requisite periods, the Town shall have the right, but

not the obligation, to perform the Decommissioning itself. In such event, Developer (or its successors or assigns) and Landowner (or any of Landowner's heirs or assigns) agree to give the Town reasonable access on the Property for the purpose of Decommissioning the Project. For clarity, nothing in this Section 4 of this Agreement shall infer any obligation or responsibility, financial or otherwise, to Landowner (or any of Landowner's assigns) for any costs of Decommissioning the Project, unless specifically provided for in this Agreement.

5. After Decommissioning of the Project, the Developer shall have no further obligation to the Town.

6. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective administrators, successors and assigns. In accordance with the provisions of Section 109 Developer is prohibited from assigning, transferring or subletting this Agreement, or of any right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties have the right to assign this Agreement.

7. Prior to construction, Developer its contractors or agents shall provide the Town with proof that it either carries sufficient Workers' Compensation insurance coverage for its employees in New York or that it is exempt from such requirement.

8. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another party to effectuate the purpose of this Agreement.

9. That the Landlord, Kenneth Wieder, joins in this Agreement solely for the purpose of granting and assigning the right of access to the Project in the event of decommissioning,

10. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

11. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

12. Any and all notices required to be sent by the parties shall be addressed as follows: By certified mail or mail courier service:

To the Town:	Town of Kirkland 3699 State Route 12B P.O. Box 235 Clinton, New York 13323 Notice each to: Town Supervisor, and Town of Kirkland Zoning Department
With a Copy to:	Felt Evans, LLP 4 – 6 North Park Row Clinton, New York 13323 Attn: Anthony G. Hallak, Esq.
To Landowner:	6792 Peck Road Deansboro, New York 13328 Attn: Kenneth Wieder, Land Owner
With a Copy to:	_____ _____ _____ Attn:_____
To Developer:	SSC Kirkland LLC 334 Arapahoe Avenue Boulder, CO 80302 Attn: David Spotts, Managing Member

[signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

TOWN:

TOWN OF KIRKLAND

By:_____
Name: Robert J. Meelan
Title: Town Supervisor

DEVELOPER:

SSC Kirkland LLC

By: David Spotts
Name: David Spotts
Title: Managing Member

LANDOWNER:

KENNETH WIEDER

By:_____
Name: Kenneth Wieder
Title: Landowner

Exhibit "A"
Decommissioning Value[1]

Decommissioning Value	
Timeframe (Year)	Amount ($)
1	$259,612.50
2	$259,612.50
3	$259,612.50
4	$259,612.50
5	$259,612.50
6	$259,612.50
7	$259,612.50
8	$259,612.50
9	$259,612.50
10	Value Adjustment[2]
11	
12	
13	
14	
15	
16	
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[1] Value is estimated at 125% based on plan value of $207,690.00.
[2] Value shall be adjusted on the anniversary date of ten (10) years from the completion of construction as evidenced by the issuance of a Certificate of Occupancy by the Town Codes Officer.

Exhibit "B"

Decommissioning Plan

Parcel Owner: Kenneth Wieder
Applicant: SSC Kirkland LLC
Solar Project Development
David Spotts / SMT Energy LLC
Tax Map: # 337.0-02-4.2
Zone: Rural Residential
Revision Date: 09.30.21

SSC Kirkland LLC Solar Decommissioning Plan

SSC Kirkland LLC is a 4.2-megawatt (MW) Solar Generating Facility (SGF) in the Town of Kirkland, Oneida County, New York. The project will produce clean, renewable energy throughout the life cycle of the facility. Decommissioning activities will be conducted in accordance with all applicable land use regulations in effect at that time of decommissioning.

Determination of Land Use after Closure

Following the useful life of the solar facility, a future land use for the subject property will be established. The possible future land uses include continued use as a solar facility, or a return to agricultural use. For the purpose of this decommissioning plan, the specified future use will be agricultural in nature, and a cover crop will be planted following project decommissioning activities.

Project Abandonment

This decommissioning plan will be implemented if the project has not produced power for one year, as required by the Town's solar ordinance.

NYSDAM Guidelines

Any / all equipment removal as part of the decommissioning process shall comply with NYSDAM guidelines.

Project Description

The 4.2 MW facility would utilize photovoltaic (PV) technology on single-axis trackers. The major components of the proposed Project are described as follows. The solar facility is designed for optimum performance and ease of maintenance. The Project would construct series of PV module arrays mounted on racking systems, which are typically supported by a pile-driven foundation design.

The solar field would be laid out in a PV block design to allow adequate clearances for maintenance and access roads. Inverters would be centrally located within a given block to minimize cable routing and trenching and ensure minimal electrical losses. The AC out from the inverters would be routed through an AC collection system and collected within system switchgear. The final output from the solar facility would be processed through a transformer to match the interconnection voltage and to comply with Utility interconnection requirements. Electrical safety and protection systems would be provided to meet regulatory codes and

standards. The energy would be delivered to the regional electrical distribution network.

A security perimeter fence with appropriate signage for public protection will be installed. Points of ingress/egress would be accessed by locked gates for facility services and maintenance. Additional information for the specific elements of the solar facility is provided in the following sections.

Photovoltaic Modules

The solar facility would require installation of PV modules. The total number of PV modules required would depend on the technology selected, optimization evaluation, and detailed design. The market conditions, economic considerations, and the environmental factors would be taken into account during the detail design process. The following PV module technologies or equivalent are being considered for incorporation into the Project:

- PV thin-film technology
- PV crystalline silicon technology
- Fixed-tilt configuration
- Tracking design configuration

The modules configured with a fixed tilt would be oriented toward the south and angled at a degree that would optimize solar resource efficiency. For the tracking configuration, the modules would rotate from east to west over the course of the day. Modules would be non-reflective and highly absorptive.

Standard Installation, Array Assembly, and Racking

There are a variety of module mounting systems and manufacture that are available in the solar industry, the majority of which can be mounted on a variety of foundations. Fixed-tilt, single-axis trackers, and dual-axis trackers are under consideration for the project. The final racking system would be determined by optimization evaluations and economic assessments and incorporated into the detailed design.

The module mounting system provides the structure that supports the PV module arrays. The foundations are typically H beam piles which are driven into the soil using pneumatic techniques, similar to hydraulic pile driving. The final foundation design would be determined based on the geotechnical survey for the project location. Once the foundation has been installed, the module mounting system would be installed to support the PV modules. For a tracking configuration, small motors would be installed to drive the tracking mechanism.

DC Collection, Inverters, AC collection, and Transformers

Modules would be electrically connected into series strings. Each string would be wired to combiner boxes located throughout the solar field power blocks. The output power cables from the combiner boxes feed the DC electricity to the DC-to-AC conversion equipment (called

inverters). Underground electrical cables would be installed using ordinary trenching techniques, which includes excavation of trenches to accommodate direct-buried cables. Wire depths and trench backfill would be in accordance with local, State, and Federal codes. The AC energy would be stepped up to the appropriate interconnection voltage by system transformers to match the voltage at the grid interconnection. As required, switchgear cabinetry would be provided where necessary for circuit control. All electrical inverters and inverter step-up transformers would be placed on H beam pile structures. All substation gear is placed on poured concrete foundations (discussed in the next section). The facility would be designed and laid out in MW increments/blocks including inverter equipment.

SGF Interconnection Description

Each inverter would be outdoor rated and mounted on a steel skid (rigid frame) and will be approximately 90 inches in height. The AC output of the inverters would be fed into the low voltage side of the inverter step-up transformer, generally within a few feet of the inverters. Each transformer would be mounted on the inverter skid. The AC collection system cables would be connected in parallel and collected at the site switchgear. The primary switchgear includes the main circuit breaker and utility metering equipment, and it would be pole mounted within 300' of the point of interconnection to National Grid. The gen-tie would consist of three phases of overhead conductor and a disconnect switch mounted on wood poles.

Decommissioning Timeline

This decommissioning plan will be implemented following the establishment of a future land use at the project site. The expected duration of decommissioning activities is approximately 2 months. Removal of all associated solar facility equipment is expected to last for approximately 1 month, and final land restoration activities are expected to take approximately 1 month. The decommissioning plan will be implemented if the project has not produced power for one year, as required by the Towns solar ordinance.

Removal of Equipment

All equipment, H beam foundations, concrete foundation, and fencing will be removed from the site so that it may be used as productive farmland.

Solar modules will be unbolted from the support structures and consolidated in the laydown area. The modules have value and will be sold to an off-site recycler. They will be loaded onto trucks in batches and moved offsite. Bids will be taken from vendors whose costs will include purchasing the equipment and removing it from a site consolidation area.

The H beams supporting the panels will have been driven up to 12 feet deep. These H beams will be pulled out of the ground and the entire 16-foot length of beam moved to the lay down area where they will be cleaned, stock piled and consolidated. The H beams have significant value and will be sold to an off-site recycler. They will be loaded onto trucks in batches and moved offsite by the selected recycler.

The top layer of soil will be removed from all buried electrical conduit trenches with a backhoe and the electrical conduit will be pulled out of the ground by the backhoe. All electrical conduits

will be moved to the lay down area and stockpiled. The conduit has value and will be sold to an off-site recycler. The conduit will be loaded onto trucks in batches and moved offsite by the selected recycler.

The inverters will be removed from the site and moved onto an impermeable base in the lay down area. Care will be taken so that no leaks or spills occur from this temporary storage area. The inverters have value and will be sold to an off-site recycler. They will be loaded onto trucks in batches and moved offsite. The H beam pile foundations will be removed.

The H beam pile foundations for the inverter boxes and the substation will be removed using a backhoe. None of the H beams will be left in the ground. These will be sold to a recycler as specified above.

The chain link fence will be removed and recycled with the other scrap material. Any other miscellaneous equipment will be removed from the site.

All road and pathways within the solar blocks will be tilled and soils spread. Gravel / crushed stone will be removed and the subgrade will be decompacted and planted.

All concrete pads will be removed and filled in with either native soil or approved fill then stabilized and planted.

Contouring, Erosion, and Sediment Control

The site will not be substantially altered from grading and contouring. Following decommissioning, the site will be suitable for agricultural use or development for other uses. Contouring of the site will be conducted using standard grading and farming equipment to return the land to approximately match the pre-construction surface conditions. The site drainage features will be restored to their original condition. Temporary erosion and sediment control measures such as sediment fences, hay bales, mulch and soil stabilizers will be used as needed. As noted above the original site conditions will be recorded prior to beginning construction on the site.

Weed and Pest Management

Weed and pest management will be undertaken throughout the life of the project. Weeds and pests will not be present in a significant manner at decommissioning as to prevent agricultural activities from resuming. The property will be seeded with native seed mixes as required to establish a habitat for pollinators, songbirds, etc...as required by the Town of Kirkland Solar Local Law.

Decommissioning Surety

SSC Kirkland LLC shall obtain a decommissioning surety prior to the commercial operation date of the solar facility in an amount substantially in line with NYSERDA guidelines. The NYSERDA guidelines suggest a decommissioning amount for a 2 MW system of Ninety-Eight Thousand Nine Hundred Dollars ($98,900). Consequently, the decommissioning surety amount for the SSC Kirkland

LLC shall be approximately Two Hundred Seven Thousand Six Hundred Ninety Dollars ($207,690). Town of Kirkland Solar Local Law requires a bond equal to 125% of the estimated removal costs. Therefore, the proposed decommissioning bond amount shall be Two Hundred Fifty Nine Thousand Six Hundred Twelve Dollars and Fifty Cents ($259,612.5). SSC Kirkland LLC shall ensure the decommissioning surety does not lapse throughout the life of the solar facility, which may require SSC Kirkland LLC to renew the decommissioning surety on an annual basis.

SSC Kirkland LLC shall name the Town of Kirkland as additionally named party on the decommissioning surety, which will allow the Town of Kirkland to utilize the decommissioning surety in the event SSC Kirkland LLC does no fulfill the herein noted decommissioning requirements.



ARC Design & Consulting, LLC
James A. Clancy, PE
409 N. Main Street
Elmer, NJ 08318

Please use the attached, and include the other items I mentioned and attached last night (here again for your convenience).

I request that after making these changes, you get the signature page (p. 25) signed and notarized, and send the final full digital copy of the application and addendum. Please attach to the application the cost-benefit analysis, which I have included on this email, as well as the lease agreement you have with the landowner, as I do not see that saved to our files yet.

Best Regards,

Tim Fitzgerald

Associate Vice President

Mohawk Valley EDGE

315-338-0393

tfitzgerald@mvedge.org

From: John Switzer <john@smtenergy.com>
Sent: Friday, January 14, 2022 12:49 PM
To: Tim Fitzgerald <tfitzgerald@mvedge.org>
Cc: Mark Kaucher <mkaucher@mvedge.org>; Shawna Papale <spapale@mvedge.org>; David Spotts <david@smtenergy.com>
Subject: Re: FW: SSC Kirkland LLC - PILOT Application

Hi Tim,

Thank you for the feedback. Please see revised attached. Can you please confirm the Application is in final form? If so, I will execute and deliver the documents as you note below.

Regarding the decommissioning surety, in accordance with the attached Decommissioning Plan, as agreed to by the City of Kirkland and SSC Kirkland LLC, SSC Kirkland will obtain the decom surety prior to the commercial operation date of the facility.

Thanks,

John

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: SSC Kirkland LLC Solar Farm		
Project Location (describe, and attach a general location map): Kirkland Ave., Town of Kirkland, Oneida County; Tax Map ID: 337.0-02-4.2		
Brief Description of Proposed Action (include purpose or need): Construct a ground-mounted solar facility. Project includes construction of solar arrrays, transformers, inverters, access roads, utility poles, a perimeter security fence, and landscaping to act as a screening buffer.		
Name of Applicant/Sponsor: SSC Kirkland LLC; Attn: David Spotts	Telephone: (480)-252-5496 E-Mail: David@smtenergy.com	
Address: 334 Arapahoe Ave.		
City/PO: Boulder	State: Colorado	Zip Code: 80302
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Kenneth Wieder	Telephone: E-Mail:	
Address: 6792 Peck Road		
City/PO: Deansboro	State: NY	Zip Code: 13328

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Town of Kirkland Planning Board - Site Plan Approval	January 2021
c. City, Town or Village Zoning Board of Appeals ☑Yes☐No	Town of Kirkland Zonning Board of Appeals - Special Use Permit	June 2021
d. Other local agencies ☑Yes☐No	Town of Kirkland Codes Office - Flood Plain Development Permit	June 2021
e. County agencies ☑Yes☐No	Oneida County IDA (Tax Abatement request); Oneida County Planning Department (239 Review)	January 2021
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):
NYS Heritage Area: Mohawk Valley Heritage Corridor

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Rural Residential

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

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

C.4. Existing community services.

a. In what school district is the project site located? Clinton Central School

b. What police or other public protection forces serve the project site?
Oneida County Sheriff Department & Kirkland Police Department

c. Which fire protection and emergency medical services serve the project site?
Clinton Fire Department

d. What parks serve the project site?
Kirkland Town Park, Kirkland Trail System, Park Row in Village of Clinton, Clinton Arena

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial Solar Energy production

b. a. Total acreage of the site of the proposed action? ±63.6 acres
b. Total acreage to be physically disturbed? ±0.8 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±63.6 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 4 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures ±569
ii. Dimensions (in feet) of largest proposed structure: ±15' max height; ±4' width; and ±6' length
iii. Approximate extent of building space to be heated or cooled: 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment:
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No
If Yes:
i. What is the purpose of the excavation or dredging?
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

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

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

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

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

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

If, Yes:

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

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

_____

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

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

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

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

_____

_____

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

If Yes:

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

- Do existing sewer lines serve the project? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

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

_____

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

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

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

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

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

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

i. During Construction:

- Monday - Friday: 6 am to 7 pm
- Saturday: 7 am to 5 pm
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: 24 hr per day (equipment only)
- Saturday: 24 hr per day (equipment only)
- Sunday: 24 hr per day (equipment only)
- Holidays: 24 hr per day (equipment only)

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Pile driving activites will produce higher than ambient noise but will only be present at the initial phase of construction and last for 3-4 weeks during regular work hours. Durning the post-construction operations phase, no audible noise above ambient noise levels will be recognized.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

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

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

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

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: 4 tons per month (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Contractor to recylce construction material when possible.
- Operation: No solid waste generated during facility operations.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Dispose of at approved location as directed by Oneida Herkimer Solid Waste Authority
- Operation: No solid waste generated during facility operations.

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☑ Rural (non-farm)
☐ Forest ☑ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.09	1.49	+0.4
• Forested	4.53	4.53	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)		49.14	+49.14
• Agricultural (includes active orchards, field, greenhouse etc.)	49.54		-49.14
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.3	0.3	0
• Wetlands (freshwater or tidal)	8.14	8.14	0
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes☐No

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☑No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☐No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >6 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

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

Silt Loam	70.9 %
Gavelly Loam	15.4 %
Fluvaquants	13.7 %

d. What is the average depth to the water table on the project site? Average: ±0.5' to >6 feet

e. Drainage status of project site soils:

☐ Well Drained:	30.7 % of site
☐ Moderately Well Drained:	15.8 % of site
☐ Poorly Drained	53.5 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

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

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

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name St.Mary's Brook & Sherman Brook Classification C(T)
- Lakes or Ponds: Name Unnamed Pond Classification C(T)
- Wetlands: Name Federal Approximate Size 8.14 Ac
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: Principal Acquifer

m. Identify the predominant wildlife species that occupy or use the project site:
Raccoon / Squirrel / Chipmunk
Various Birds

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑Yes ☐No
If yes, give a brief description of how the proposed action may affect that use:
Fishing in Oriskany Creek located along the western property line.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? 30.2
ii. Source(s) of soil rating(s): NYS Ag & Market - Agricultura Land Classification Table. Soils with Soil Group classification 1 - 4

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name SSC Kirkland LLC Date 05/14/21

Signature John H. Switzer Title Principal

PRINT FORM

Agency Use Only [If applicable]

Project :

Date :

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

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

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

Tips for completing Part 2:

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

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☑	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater
The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☐NO ☑YES
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☑	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☑	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☑	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☑	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☑	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☑	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☑	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐NO ☑YES
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☑	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☑
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☑
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑NO ☐YES

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐NO ☑YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☑	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☑	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☑	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☑	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☑	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☑	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☑	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☐ NO ☑ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☑	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☑	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☑ ☑	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☑ ☑	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☑	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☑	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☑	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☑	☐
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

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

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

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

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☐ NO ☑ YES

(See Part 1. C.1, C.2. and C.3.)

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☑	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☑	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☑	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☑	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☑	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☑	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☑	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☐ NO ☑ YES

(See Part 1. C.2, C.3, D.2, E.3)

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☑	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☑	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☑	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☑	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☑	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☑	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [If Applicable]

Project:

Date:

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

See attached Resolution, Negative Declaration and Criteria for determination.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☑ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Final Submittal binder dated September 30, 2021 Planning Board submittal

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Kirkland Planing Board as lead agency that:

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

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

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

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

Name of Action: SSC Kirkland LLC Solar Farm

Name of Lead Agency: Town of Kirkland

Name of Responsible Officer in Lead Agency: Edward Kaido

Title of Responsible Officer: Planning Board Chairman

Signature of Responsible Officer in Lead Agency: Edward Kaido Date: 10/14/2021

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Melinda Albertine

Address: PO Box 235 100 North Park Row Lumbard Hall

Telephone Number: 315-853-3350

E-mail: malbertine@townofkirkland.org

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

FILED
TOWN OF KIRKLAND
DATE: OCT 14 2021
DM

The Town of Kirkland Town Board having met in special session at the offices of the Planning Board at Lumbard Hall, 100 North Park Row, Clinton, NY 13323, on the 13th day of October, 2021, at 7:30 p.m. local time.

The meeting was called to order by Chairman Edward Kaido and, upon the roll being called, the following were:

PRESENT: John Hecklau, Mark Harjung, Todd Kogut, Michael Teesdale

ALSO PRESENT: Melinda Albertine and Anthony Hallak

Mark Harjung presented the following "Resolution" which was seconded by Todd Kogut:

RESOLUTION OF THE TOWN OF KIRKLAND TOWN BOARD ISSUING A "NEGATIVE DECLARATION" PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") TO THE SSC KIRKLAND LLC PROJECT FOR CONSTRUCTION OF A GROUND MOUNTED SOLAR FACILITY IN THE TOWN OF KIRKLAND.

WHEREAS, the Town of Kirkland Planning Board, (hereafter the "Board") has received an application from SSC Kirkland LLC (the "Applicant") to:

(a) Construct a ground-mounted solar facility. The facility includes construction of solar arrays, transformers, inverters, access roads, utility poles and a perimeter security fence; and

(b) To undertake such actions necessary to connect the solar array and associated facilities to National Grid's existing electric distribution system (the foregoing collectively called the "Project"); and

WHEREAS, pursuant to the State Environmental Quality Review Act (hereinafter "SEQRA"), the Applicant caused to be prepared Part 1 of a Full Environmental Assessment Form for the Project (hereinafter the "EAF"); and

WHEREAS, the Board resolved to notify all involved agencies of the Project and assumed the status of lead agency for the Project and the Board notified such involved agencies of said intent and requested comments regarding the Project; and

WHEREAS, at is meeting held on May 20, 2021, not having received any objection from any involved agency, the Board designated itself as lead agency; and

WHEREAS, the Board desires to make its determination "of significance" with respect to the Project and in accordance with SEQRA regulations at 6 NYCRR §617.7 and to give notice of said determination;

NOW THEREFORE, BE IT:

RESOLVED by members of the Kirkland Planning Board as follows:

Section 1. That based upon a thorough examination of the EAF, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Board's knowledge of the area surrounding the Project, all the representations made in connection with the Project, and such further investigation of the Project and its environmental effects as the Board has deemed appropriate, the Board makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) The Project consists of the components described above in the first WHEREAS clause of this resolution;

(b) The Project constitutes an "Unlisted Action" (as said quoted term is defined in the SEQRA);

(c) An Environmental Impact Statement ("EIS") will not be required for this project.

Section 2. This Project will result in no significant adverse environmental impact.

Section 3. The basis for this determination is set forth in the Negative Declaration and Criteria for Determining Significance, attached as Schedule A hereto and incorporated by reference herein.

Section 4. The Negative Declaration shall be filed at the Agency as required by 6 NYCRR §617.12(b)(2).

Section 5. The Planning Board approval of the Site Plan Application is subject to conditions set forth in a separate Resolution dated October 13, 2021, whose terms are incorporated herein by reference.

Section 6. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

Section 7. This resolution shall take effect immediately.

Dated: October 13, 2021

TOWN OF KIRKLAND PLANNING BOARD

By: Edward Kaido
Edward Kaido, Chairman

SCHEDULE A

Negative Declaration and Criteria for Determining Significance

I. Overview. SSC Kirkland, LLC (the Applicant) is proposing to construct a 4.2 megawatt (MW) solar energy generating facility off Kirkland Avenue in the Town of Kirkland (the Project). The Project will involve the installation of approximately 16,300 photovoltaic (PV) panels and associated infrastructure (including perimeter fencing, a racking system, inverters, collection lines, an access road and landscaping acting as a screening buffer) on a 63.6-acre parcel owned by Kenneth Wieder (the "Project site"). The Project site is located within the floodplain of Sherman Brook, St. Mary's Brook and Oriskany Creek, and consists primarily of fallow agricultural land.

The Applicant is applying for site plan approval from the Town of Kirkland Planning Board (the "Board"), which is also serving as lead agency for project review under the State Environmental Quality Review Act ("SEQRA"). In this capacity, the Planning board must determine the Project's likely environmental impact prior to issuance of site plan approval. In making its determination, the Planning Board reviewed and commented on a variety of submittals provided by the Applicant between February and October, 2021, all of which were consolidated and updated in a final package of information provided to the Board on October 1st, 2021. The Board also undertook its own investigations, received comments from the public and involved agencies and held a public hearing on June 28, 2021 to solicit input from adjacent property owners and other residents of the Town. The Board was assisted in its review by Delta Engineers, Architects, Land Surveyors and Landscape Architect P.C. (the "Town Engineer"), which provided an independent review of the Applicant's submittals and investigated specific

issues of concern raised by interested and involved agencies, the Planning Board, and the public. Based on this review, the Planning Board has made a determination of significance and reached conclusions regarding the potential impact of the Project on various environmental and community resources.

II. Determination of Significance. Based upon review, examination and analysis of the EAF, review of the SEQR regulations at 6 NYCRR §617.7 and based further on the Board's knowledge of the area surrounding the Project and such further investigation of the Project and its environmental effects as the Board has deemed appropriate, the Board has identified the following relevant areas of environmental interest and make the following findings with respect to the Project:

A. Visual Impacts. A viewshed analysis performed by the Applicant demonstrates limited potential visibility of the proposed Project due to screening provided by existing vegetation and topography and proposed screen plantings (Kimley Horn, 2021). These analyses indicate that Project visibility will be largely limited to open agricultural fields within 1 mile of the facility. Field review by members of the Planning Board suggests that actual Project visibility is likely to be even less than suggested by the viewshed analysis due the screening by vegetation and structures not considered in these analyses. Views of the of the facility from the Village of Clinton and any visually sensitive receptors (e.g., historic sites, village green, school campus, public recreational facilities) are unlikely.

Photographic renderings prepared by the Applicant indicate that the Project will be well screened from most public vantage points along Kirkland Avenue and adjacent private properties by intervening hedgerows and wooded stream corridors. Where views are available, the

Applicant is proposing to install screen plantings to block or soften views of the facility. From the few locations where unscreened views are available, the facility is set well back from public roads and adjacent residential properties (minimum of 280 feet). In these locations the Planning Board is requiring that the Applicant to utilize tree species deemed suitable for the Project site and double the proposed density of the plantings to provide more immediate and effective screening. In accordance with the Applicant's Vegetation Management Plan, the screen plantings will be inspected monthly, and any dead or unhealthy trees will be replaced as necessary to maintain adequate screening. Review of plant installation by the Town Engineer and annual inspection by the Town Codes Enforcement Officer will assure the long-term effectiveness of the plantings and minimizations of adverse visual impacts. In accordance with the Town of Kirkland Solar Law, a decommissioning fund will also be established to assure removal of all visible components of the facility at the end of its operational life.

Given 1) the screening provided by existing vegetation, 2) the set-back of the facility from adjacent roads and residences, 3) the perimeter screen plantings proposed by the Applicant, 4) visual impact assessment and 5) the commitment to maintain and replace these plantings as necessary and remove the facility at the end of its operational life, the Planning Board finds that the project will not have a significant adverse impact on aesthetic resources.

B. Flood Plain. Photographs and data submitted by neighbors have raised questions as to the potential impacts of the Project on flood conditions in the area. The Project site is within the floodplain of Sherman Brook, St. Mary's Brook and Oriskany Creek, and is subject to periodic flooding as a result of major rainstorms and snow melt. However, for the following

reasons, the proposed Project will not result in a significant adverse impact to neighboring properties or the flood plain:

1. Based on Federal Emergency Management Agency ("FEMA") floodplain mapping the Project site is subject to inundation by up to 24 inches of water during a 100-year storm event. However, the Town Engineer determined submissions suggesting the Project itself will have a significant adverse impact are unsupported by engineering data.

2. Based on plans and details provided by the Applicant, the PV panels and inverters will be elevated 3 feet above the Base Flood Elevation ("BFE") in accordance with New York State Department of Environmental Conservation ("NYSDEC") guidance. In addition, water sensors at the base of the racks supporting the panels will stow the panels in a horizontal position if inundation by floodwaters is detected.

3. In response to concerns raised by the public and others in regard to Project impacts in existing flood conditions (e.g., the perimeter fence around the array acting as a dam or diverting flow to adjacent lands), the Town Engineer examined comments and submissions from the Public as well as others, evaluated Applicant submissions in response to comments and examined such independent materials as were deemed relevant. In particular, NYSDEC, Maryland Department of Environment and other guidelines for solar projects. Based on this review, required means of avoiding and minimizing potential flooding impacts shall include the following:

(a) The Applicant will be required to obtain a flood plain work permit from the Town of Kirkland;

(b) The proposed fencing will be located outside of the designated mapped regulatory floodway with the bottom of the fence six (6) inches above ground surface;

(c) The perimeter fence will utilize agricultural fencing material with a 4x4-inch mesh, as opposed to standard chain link fencing, to minimize the potential for blockage of water passage through the fence by debris;

(d) Regular vegetation management will be required as a condition of Project approval to assure that the base of the fence is kept free of tall vegetation that could impede the flow of floodwaters or block passage of water through the fence;

(e) Routine inspections by The Town Engineer and or their consultants (during construction) and the Codes Enforcement Officer (during operation) to assure compliance with the requirements listed above;

(f) Implementation of a Complaint Resolution Procedure by the Applicant to identify and address any Project related impacts to flooding reported by adjacent property owners; and

(g) Periodic inspection and maintenance of the Project by the Applicant, including identifying, reporting and cooperating with the removal of accumulations of debris in Saint Mary's Brook and Sherman Brook following flood events.

Given the scientific information, regulatory data, and professional assessment reviewed or conducted by the Town Engineer, the Planning Board concludes that the proposed Project will not result in a significant adverse impact on flooding or the floodplain.

C. Town of Kirkland Comprehensive Use Plan. Concerns have been raised that the proposed Project runs counter to guidance provided by the Town of Kirkland Comprehensive

Plan because it would be out of keeping with the rural residential character of the Town. Although an unscreened array of PV panels could appear incompatible in a rural residential landscape, the Town of Kirkland recently updated its solar ordinance to assure that proposed development of solar energy is orderly, appropriate and in keeping with the planning and use objectives of the Town. That law requires that solar projects implement a variety of measure to avoid impacting adjacent residents. Evidence of the Project's compliance with the goals of local and regional planning documents includes the following:

1. Locating the Project well back from Kirkland Avenue, and the screening provided by existing and proposed vegetation around the perimeter of the facility will limit its visibility from adjacent roads and residence. Measures to assure the effectiveness of this screening have been discussed previously in this narrative. Because the Project will be largely screened from view, it will not present strong contrast with the existing rural residential character of the area.

2. The Project will provide revenue to the Town of Kirkland and the Clinton Central School District through a host community benefit agreement and a payment in lieu of taxes (PILOT) agreement. These sources of revenue will be provided without placing significant demands on municipal services or school resources. Strengthening of the Town's tax base in this manner is consistent with the goals outlined in the Town Comprehensive Plan.

3. It has also been suggested that the Project is incompatible with the goals of the Mohawk Valley Heritage Corridor, which includes the Project site along with the entire Town of Kirkland. According to the Mohawk Valley Heritage Commission, their mission is to preserve, promote and celebrate natural, cultural, and historic assets in order to enhance the

quality of life and stimulate economic vitality throughout the corridor. The Mohawk Valley Heritage Corridor offers a means of sustainable development and emphasizes stewardship and respect for the regions cultural and natural resources. Solar energy development is not inconsistent with the Heritage Corridor goals and objectives and being within this corridor places no restrictions on the type or density of development proposal on a given piece of property. Consequently, the Planning Board finds that, based on its proposed location and visual screening, along with its compliance with the Town Solar Law, the proposed Project will not be inconsistent with the goals and objectives of existing community plans.

Consequently, the Board finds that, based on its proposed location and screening, along with compliance with the Town Solar Law, the proposed Project will not be inconsistent with the goals and objectives of existing community plans.

D. Consistency with Community Character. As stated above, the Project will be well screened by existing and proposed vegetation, and therefore will not substantially alter the rural character of the area. The operating Project's lack of visibility, low noise level, minimal vehicular traffic, and lack of large workforce, will also result in no significant adverse effect on local businesses or public services. For these reasons, the Planning Board concludes that the Project will not have a significant adverse effect on existing community character.

Moreover, in July of 2019, the New York Climate Leadership and Community Protection Act ("CLCPA") was enacted into Law. Amongst the goals of the CLCPA was the creation of a minimum of 600 MW of Solar Energy by 2025. On May 10, 2021, the Town of Kirkland Board resolved to implement the Climate Community and Education Plan. It is also noted that on March 2, 2020, the Village of Clinton adopted a Smart Community Pledge recognizing a shift to

renewable energy and the implementation of climate smart land use. Equally as important, as recently as September 21, 2021, New York State Governor Kathy Hochul renewed the States commitment to expand the energy grid and produce 10 gigawatts of solar energy by 2030. Development of solar energy is consistent with both local and State long term goals and given the visual mitigation measures proposed by the Applicant and required by the Board, the Project will be in harmony with the character of the community in which it is located.

E. Impact on the Land. The proposed PV array will be located on a 63.6 acre property, of which approximately 8.99 acres will be covered in PV panels. The racking system supporting the panels will be installed by driving steel posts into the ground and will not require concrete foundations. There will be no stripping of topsoil and only minor regrading of the existing site, which has historically been plowed and planted in agricultural crops on an annual basis. Total soil disturbance associated with the Project is estimated at 0.8 acre. Permanent conversion of native soil to impervious surfaces will be limited to upgrade of the existing access rod and installation of concrete pads to support the inverters within the PV panel array. The Applicant also proposes to utilize various best management practices ("BMPs") to minimize the potential for soil erosion and sedimentation during construction, such as silt fencing, seasonal work restrictions and a stabilized construction entrance. Based on the limited degree of soil disturbance proposed, the level topography of the Project site, and the commitment to implement a comprehensive Storm Water Pollution Protection Plan ("SWPPP"), the Planning Board finds that the Project will not have a significant adverse impact on the land.

F. Impact to Surface and Ground Waters. The Project site includes Saint Mary's Brook and Sherman Brook and is located in the floodplain of these streams and Oriskany Creek.

Based on NYS Freshwater Wetland mapping, there are no state-regulated wetlands on the Project site. However, an onsite wetland delineation determined that there are four wetlands (totaling 8.14 acres) that are likely to be under the jurisdiction of U. S. Army Corps of Engineers ("USACE") pursuant to Section 404 of the Clean Water Act. The Project will have no direct impact the streams and wetlands on site. No new stream crossings or culvert replacements are proposed, and there will be no site disturbance within 25 feet of all delineated wetlands. The Project will not involve significant soil excavation or the installation of large concrete foundations. Permanent conversion of native soils to impervious surfaces is estimated to total 0.4 acre. Indirect impacts to surface waters are also not anticipated, as the PV panels will not result in any significant increase in stormwater water runoff from the site based on NYSDEC guidance regarding stormwater management on solar sites.

Despite some concerns raised by neighbors regarding the potential release of hazardous chemicals/materials from the PV panels, review of PV panel testing data provided by the Applicant and peer-reviewed scientific literature on this subject (e.g., Sinha and Wade, 2015; Sinha et al., 2012) failed to validate this concern. These facts, along with the Applicant's commitment to implement a comprehensive SWPPP and Spill Prevention, Containment, and Countermeasure ("SPCC") Plan along with avoiding the use of herbicides and pesticides during Project construction, leads the Planning Board to conclude that the Project will not have a significant adverse impact on surface water and is unlikely to adversely affect groundwater recharge, the availability of Water at nearby residential wells, or quality of groundwater in the Oriskany Creek aquifer.

G. Impacts to the Air. Other than vehicle exhaust and fugitive dust raised by construction vehicles, the Project will not have a significant adverse effect on air quality. The Planning Board will require that the Applicant implement a Dust Control Plan and Complaint Resolution Procedure to address any concerns with dust generated during Project construction. By producing electricity without generating CO2 or emissions, the operating Project will not generate air pollution or contribute to climate change.

H. Impacts to Plants and Animals. Although the Project site provides habitat for a variety of plants and animals, its ecological significance is limited by the fact that it has traditionally been managed as cropland. Such land is regularly disturbed by farming activities, and generally has limited habitat value. Tree clearing around the proposed PV array will be limited to less than 0.1 acre and will primarily consist of selective tree topping and trimming along the perimeter of existing wooded areas. While likely providing habitat for some common species, consultation with the U.S. Fish and Wildlife Service's Information for Planning and Consultation system and the NYSDEC's Environmental Resource Mapper failed to identify the presence of any listed rare, threatened, or endangered species on the Project site. In addition, the Applicant has committed to manage vegetation on site to enhance habitat for pollinators and provide nesting and foraging opportunities for grassland birds. A gap at the base of the proposed perimeter fencing will also prevent blockage of access to the site by small mammals, reptiles, and amphibians. Consequently, the Planning Board finds that the proposed Project will not have a significant adverse impact on plants and animals.

I. Impact on Agricultural Resources. The proposed Project will impact fallow agricultural land, including soil types that are indicated as being highly productive. Presence of

the proposed facility will preclude its use as agricultural land for the operational life of the Project. However, this land is subject to periodic flooding, which limits its potential to produce reliable crops. With or without the Project, the landowner could decide to cease agricultural use of this land. The approximately 50 acres of land being taken out of production as a result of the Project also represents a very small percentage of the land within the Town of Kirkland that is currently in agricultural use. In addition, because the existing soil profile will be maintained, and because the Applicant will be required to remove all Project components at the end of their operational life, the site could be restored to agricultural use in the future. Consequently, the Planning Board finds that the proposed Project will not have a significant adverse impact on agricultural land or farming activity in the Town.

J. Impact on Critical Environmental Areas. New York State defines a Critical Environmental Area as a geographic area with exceptional or unique character with respect to one or more of the following:

- A benefit or threat to human health.
- A natural setting such as fish and wildlife habitat, forest and vegetation, open space, and areas of important aesthetic or scenic quality.
- Agricultural, social, cultural, historic, archeological, recreational, or educational values.
- An inherent ecological, geological, or hydrogeological sensitivity that may be adversely affected by change.

The Project site is not located within or adjacent to any site listed by the State as a Critical Environmental Area, and therefore will have no effect on such areas.

K. Real Estate Values. Although the project site is located proximate to residential homes, there is no basis to conclude that the solar arrays will negatively impact property value. Members of the public have expressed concern and submitted an opinion letter by a local residential associate realtor. The individual in question has no appraisal background nor experience with this specific type of assessment. Alternatively, the Applicant has submitted a study prepared by the University of Texas (Al-Hamoodah et al., 2018), indicating that in most instances, solar projects do not have a significant adverse effect on adjacent property values. The required installation and maintenances of screen planting between the proposed Project and adjacent residential properties should minimize any adverse impact on property values.

L. Impact on Energy. Aside from the energy required to manufacture and install the proposed facility components, the Project will not have an adverse effect on energy consumption. The Project is a renewable energy development that will reduce reliance on fossil fuels and is consistent with New York State energy policy and goals. More specifically, the 2015 New York State Energy Plan ("SEP") sets forth a broad range of goals for New York's energy system, from attracting private investment in New York's energy sector and encouraging competition and innovation within the energy markets, to decarbonizing New York State's economy and putting the State at the forefront in the battle against climate change, with the stated goal of reducing statewide greenhouse gas ("GHG") emissions 40% by 2030. These goals have been accelerated by CLCPA which calls for 100% generation of electricity from renewable energy sources by 2040. On April 8, 2020, the SEP was amended to incorporate the following CLCPA goals:

- 85% reduction in GHG emissions by 2050.
- 40% reduction in GHG emissions by 2030.
- 100% carbon free electricity by 2040.
- 70% electricity generation from renewable energy resources by 2030.

The Project will help advance progress toward reaching these goals.

M. Impact on Noise, Odor, and Light. The Project will not require lighting and will produce no significant odors. During operation, Project inverters will produce audible noise. However, based on a sound study prepared for the Applicant by LaBella Associates, and reviewed by the Town Engineer, it is estimated that the operational sound level will not exceed 40 decibels at the nearest adjacent residence. This sound level is described as "barely audible above background levels." Consequently, the Project will be in conformance with the requirements of the Town of Kirkland solar law and should result in minimal disturbance to adjacent homeowners. Any noise complaints resulting from Project operation will be addressed through the required Complaint Resolution Procedure.

At the request of the Planning Board, the Applicant also evaluated potential noise that could be created during project construction. A supplemental study prepared by LaBella Associates determined that the loudest sound produced during construction will be from piledrivers installing the PV racking system. Sound from this activity could at times approach 90 decibels. According to the sound study prepared by the Applicant, and reviewed by the Town Engineer, a reduction of 5-10 decibels could be achieved by utilizing mitigation in the form of acoustic shrouds on the pile drivers. The Planning Board will require use of this mitigation measure and will limit construction hours to 7:00 AM to 7:00 PM on weekdays and 7:00 AM to

5:00 PM on Saturdays. No Sunday construction will be allowed. With these requirements in place, the Planning Board finds that sound impacts will be minimized and mitigated to the extent practicable.

N. Impact on Transportation. Traffic during construction of the proposed Project is estimated to average 20 vehicle trips per day. These trips will include pickup trucks and tractor trailers delivering construction personnel, equipment, and materials to the Project site. To minimize impacts associated with construction traffic, the Applicant has committed to having all large trucks access the site from the north, thus avoiding the Village of Clinton. A Traffic Routing Plan provided by the Applicant indicates the proposed construction traffic from NYS Route 5 will travel south along Kirkland Avenue to access the Project site at the location of an existing driveway. Construction signage and flagmen will be utilized as necessary throughout construction to maintain traffic flow and pedestrian safety. To further avoid construction-related traffic impacts, the Applicant will coordinate with the Clinton Central School District to avoid interference with school bus routes to the extent practicable.

The Applicant has coordinated with the Oneida County Department of Public Works ("DPW") and has designed the driveway access to the Project site off of Kirkland Avenue to avoid trespass on neighboring property and to meet the requirements of the DPW. The Applicant is required to provide a more detailed driveway plan upon applying for a permit with the DPW.

Once construction is complete, traffic associated with operation and maintenance of the facility will be minimal (less than 10 trips per month) and will typically include only standard sized pickup trucks. With the various mitigation measures required by the Planning Board and

the DPW, and agreed to by the Applicant, the Planning Board finds that significant adverse impacts to traffic and transportation are unlikely.

O. EAF. The proposed Project is an "Unlisted Action" as that term is defined in SEQRA. Despite concerns raised at the Public Hearing, the Applicants submissions ultimately demonstrate the scope of the Project does not rise to the level of "Type I" and a revised EAF dated May 14, 2021 is considered sufficiently complete and acceptable.

P. Waste Disposal. The amount of solid waste to be generated during construction is estimated by the Applicant at 4 tons per month. The Project site contractor will recycle construction material when possible. Disposal of solid waste will be in accordance with New York State regulations and Oneida Herkimer Solid Waste Authority requirements. No solid waste is anticipated to be generated during the facility operations. No wastewater will be generated during facility construction or operation.

Q. Decommissioning Plan and Host Community Agreement. Consistent with Town law, as well as the policy of the Oneida County Industrial Development Agency ("IDA") and the New York State Energy Research and Development Authority ("NYSERDA") guidelines, the Project applicant has agreed to:

1. Adopt a Decommissioning Plan and execute a Decommissioning Agreement to protect the Town in the event the Project should cease to operate;

2. Enter into a Host Community Agreement to mitigate the impact on the community as well as its budgetary resources; and

3. Enter into a satisfactory PILOT Agreement.

R. Health and Safety. The proposed Project is sited in an area that is well removed from facilities that accommodate children, senior citizens, or other individuals particularly sensitive to health and safety concerns. The Project site is not located adjacent to any schools, daycare, health care, or nursing facilities. During construction of the Project all workers and construction vehicles will be confined to the Project site, and a construction safety plan will be required. Noise and dust generated by Project construction could cause annoyance to adjacent residents, but these will be temporary impacts and will be mitigated as described previously. They will not be of a magnitude that could result in impacts to human health. A SPCC plan will also be implemented to minimize the potential for the release of hazardous materials during construction.

During Project operations, the PV array will be fenced and locked to prevent public access to high voltage electrical equipment. As mentioned previously, public concerns regarding the release of hazardous materials from the PV panels does not appear to be supported by the scientific literature. The PV panels are also not flammable and therefore do not represent a fire risk. The Town Engineer contacted the New York Department of State – Division of Building Standards and Codes and confirmed stand-alone solar sites, such as the proposed Project is exempt from the Uniform Building Code and therefore does not require the installation of a fire apparatus access road.

Consequently, the Planning Board finds that the proposed Project will not have a significant adverse impact on human health and safety.