Town of Manlius
Planning Board Meeting Agenda
March 8, 2021
6:30PM

1. Zoom Meeting Instructions

   Documents:

   ZOOM PLANNING BOARD MEETING INSTRUCTIONS MARCH 8, 2021.PDF

2. Pledge Of Allegiance

3. Approval Of Minutes - February 22, 2021

4. Wildcat Reewnables, LLC - 879 Sanchez Street, San Francisco, CA 94114 - Decision - Site Plan And Special Use Permit - Solar Array - 7390 Kirkville Road East, East Syracuse, NY 13057 - Tax Map # 055.-01-10.1

   Documents:

   7390 KIRKVILLE ROAD - RPNY KIRKVILLE ROAD - PRELIM WETLAND ASSESSMENT 200521.PDF
   7390 KIRKVILLE ROAD - RPNY KIRKVILLE ROAD SOLAR PROJECT NARRATIVE REV3 200813 FINAL EXECUTED.PDF
   7390 KIRKVILLE ROAD - RPNY KIRKVILLE ROAD SPECIAL USE PERMIT APPLICATION.PDF
   7390 KIRKVILLE ROAD - RPPNY KIRKVILLE ROAD SITE PLAN APP 10.14.20 EXECUTED.PDF
   7390 KIRKVILLE ROAD - SITE PLAN SET.PDF
   7390 KIRKVILLE SUP APPLICATION-COMPILED.PDF

5. CVE North America, INC. - 109 W. 127th Street, NY, NY 10001 - Initial Presentation - Subdivision/Site Plan/Special Use Permit - Solar Array - Duguid Road, Manlius, NY 13104 - Tax Map # 099.-01-03

   Documents:

   DUGUID ROAD - SOLAR PROJECT.PDF

6. Kenwood Homes, 7519 Morgan Road, Liverpool, NY 13090 - Initial Presentation - Mallards Landing, Phase 2, Section 9 - Muscovy Lane Between Widgeon Path And Aylesbury Path - Amended Site Plan - Tax Map # 117.-02-01.1

   Documents:

   1001011-MALLARDS 2-9 SUBDIVISION APP SUBMITTAL_02-24-2021.PDF

7. Other Business

8. Adjournment

Town of
MANLIUS
New York

March 8, 2021

Virtual Planning Board Meeting

Instructions to attend the March 8, 2021 virtual Planning Board meeting:

The easiest way to join is to go to our website www.TownOfManlius.org and click on the link that is located on the homepage. You can also watch on our Facebook page by searching for "Town of Manlius"

Enter the meeting url web address as listed below:

https://us02web.zoom.us/j/85968008500?

Password to join when prompted:

Password: 545468

Enter your email address and name and join the meeting!

Join by telephone by dialing the number below:

1-929-436-2866

When prompted to enter the Webinar ID, use the number below followed by #

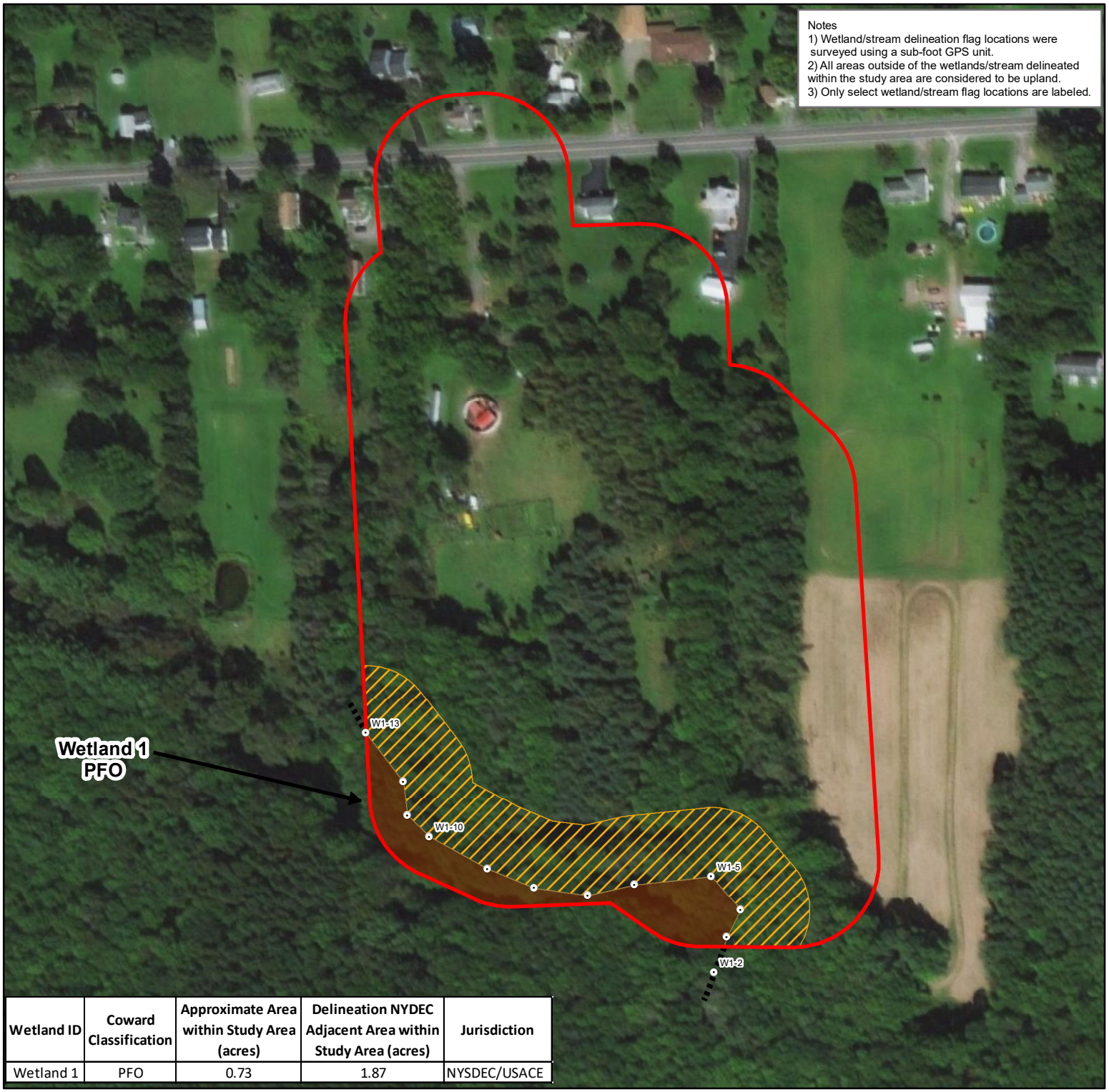
Webinar ID: 859 6800 8500

Press # again to skip the personal id and enter the password below followed by #

Password: 545468

Creator: LD Reviewer: MM

Path: J:\Renewable Properties\2201598 - Manlius Local & Env Permitting\Drawings\Wetland Delineation\Figure 1- Kirkville Wetland Delineation.mxd



Wetland ID	Coward Classification	Approximate Area within Study Area (acres)	Delineation NYDEC Adjacent Area within Study Area (acres)	Jurisdiction
Wetland 1	PFO	0.73	1.87	NYSDEC/USACE

LaBella
Powered by partnership.

Renewable Properties

Wetland and Stream Assessment

7383 Kirkville Road East Syracuse, NY

N

0 100 200 Feet

1 inch = 200 feet

Legend

- Study Area
- Wetland Flag Point
- Forested Wetland (PFO)
- Delineated NYSDEC Wetland 100-Foot Adjacent Area
- Approximate Offsite Wetland Boundary

Sources:
1. Study Area: Created by LaBella using drawings provided by the client.
2. Basemap: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community 2019.

Wetland and Stream Preliminary Assessment

FIGURE 1

LaBella Project No: 2201598
Date: May 2020

Renewable Properties, LLC
879 Sanchez Street
San Francisco, CA 94114
www.renewprop.com

August 14, 2020

Mr. Randy Capriotti
Director of Code Enforcement
Town of Manlius, NY
301 Brooklea Drive
Fayetteville, NY 10366

RE: Kirkville Road Solar Project Narrative

Dear Mr. Capriotti,

On behalf of Renewable Properties, LLC, we submit this letter as a description of the Kirkville Road Solar Project ("Project"), a small-scale community solar project located on approximately 7 acres of an approximately 27-acre parcel (APN: 313889 055.-01-10.1) of land in Onondaga County, NY. Wildcat Renewables, LLC has entered into a lease agreement with the property owner (Abdulah Alemic) to facilitate the development of this Project.

The Project site is situated in the Restricted Agriculture Use District or "RA" zone. We understand the Project may be subject to a Special Use Permit by the Town Board and Site Plan Review by the Planning Board. Before we make our formal application to initiate review of the project, we would like to arrange an informal work session with the Town of Manlius.

The Project will generate a total of approximately 1.6 megawatts (MWs) of clean alternating current (AC), reliable solar energy when complete. The Project will interconnect to National Grid's pre-existing electrical distribution system, which is already located on-site. The power generated from this facility will be sold directly to consumers via the state's Community Distributed Generation program (commonly called community solar). This program allows customers to directly offset their energy use with local solar power while saving money on their electrical bills. Electricity generated from the Project will power roughly 327 homes per year.

The Project will utilize approximately 5,616 solar modules and 13 string inverters which convert the sun's energy into useable AC power. The Project will utilize a fix tilt system to accommodate the constrained nature of the site. The modules will be mounted on a steel racking system, which will be anchored into the ground using driven steel piers. The overall height of the array will be no more than 8 feet tall.

This Project is an opportunity for the residents of Manlius to benefit from cleaner, cheaper electricity and contribute towards New York's ambitious renewable energy goals. We look forward to working with the

Town of Manlius to advance this project through the local land use review and approval process. Please let us know if you have any questions about our request for a Work Session ("Round Table") with the Town. We look forward to scheduling this meeting soon.

Sincerely,

RENEWABLE PROPERTIES

Stephanie Loucas
Vice President, Development
415-710-3834

TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)

DATE: _____ Tax Map # 3138890 55.01.10.1

I Stephanie Loucas as applicant relative to property located at

7390 Kirkville Road, East Syracuse, NY 13057

hereby request/apply for issuance/renewal (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.

_____
Applicant's Signature

A 1. Owner(s) of property: Abdulah Alemic

A 2. Status (Owner, Lessee) of each applicant: Lesee

A 3. Present Zoning of Property: Restricted Agriculture

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): Single family residential

A5Describe property condition at present: Single family home with outbuildings and large undeveloped open space to south of frontage on Kirkville Road

B 1. Proposed use of property: Single family residence with addition of a small scale community solar project

B 2. Anticipated number of employees, guests, customers on property:
The project will be remotely operated and does not require full time staff for O&M. Regular maintenance items over the life of the system will include washing the dust off the panels at least twice a year and managing vegetation growth.

B 3. Hours of Proposed Operation: The project will generate electricity during daylight hours

dd/2017

B 4. Anticipated Automobile Parking: N/A

B 5. Parking Area Buffer/Screening: N/A

B 6. Anticipated Vehicle Traffic Volume/Flow: The Project will not generate any traffic, and once constructed requires very little ongoing maintenance.

B 7. Proposed Site Lighting: No lighting proposed.

B 8. Anticipated noise sources, known decibel levels: The noise generated by the power conversion devices and transformers is minimal, consisting mostly of low humming and cooling fans.

B 9. Landscape:

a) Existing landscaping: The project area is currently a mix of manicured lawn with trees interspersed

b) Proposed landscaping: n/a

B 10. Proposed Signage: No signage is proposed.

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): The project will not require public water, sewer, or other resources

B 12. Specific Requirements:

	Town Code (District) Requirement:	Proposal:
Parking Spaces	n/a	n/a
Lot Coverage		
Front Yard Setback	50'	50'
Side Yard Setback	50'	50'
Rear Yard Setback	50'	>1,000'
Maximum Height of Building	-	8'

EXHIBITS TO SPECIAL PERMIT APPLICATION:

1. Detailed site plan of any proposed construction anticipated (attach as Exhibit "A"). The Town Board requires that drawings be certified by the appropriate design professional, i.e. a licensed engineer, architect, or surveyor, and include, except as may be permitted at #10 below, at time of application such detail as required per Town Zoning Code §155-28A (1) (13) for site plan submission.

2. Survey Map (Exhibit "B") Certified by a licensed surveyor within two years of date of application. Survey should show all existing state of facts, improvements, structures, easements, rights-of-way, appropriations, landscape features, encroachments and existing pavement on site. Any survey map last re-dated prior to 60 days before the application filing date shall be accompanied by an affidavit from the applicant, owner or occupant, i.e. someone with personal knowledge, that the survey map accurately shows the state of facts of the survey map as of the date of the application filing or if it does not the affidavit should describe any change features.

3. Legal description of proposed site (Exhibit "C"). The legal description must be in a form sufficient to follow the legal description on the survey map submitted.

4. Drainage, SWPPP if applicable, sanitary sewer, water service plans and specifications for proposed site (certified by a licensed professional engineer). Attach as Exhibit "D" and as applicable, numbered sub-exhibits e.g. "D-1", "D-2" etc.

5. Environmental Assessment Form (Exhibit "E"). A short environmental assessment form (see attached form) may be provided with any application for an unlisted action, however acceptance of same shall not be deemed a waiver by the Town of its right to require a long EAF with appropriate documentary substantiation of answers provided (including without limitation #6 following). For Type One Actions a long EAF must be submitted at time of application.

6. Freshwater Wetlands Letter. Pursuant to 6 NYCRR 663.4(a), where the application involves conduct of regulated activity on freshwater wetlands or adjacent areas, the applicant must obtain either a permit or letter of permission from the DEC or the authorized local government having jurisdiction over the wetland. Any delineation such determination is based on shall likewise be provided. Attach as Exhibit "F" and as applicable, with numbered sub-exhibits.

7. Professional Fees Reimbursement Agreement (Exhibit "G").

8. Disclosure Affidavit. The applicant shall submit an affidavit attesting it has reviewed General Municipal Law §809 and is familiar with the provisions contained therein, that no state officer, or any officer or employee of the County of Onondaga or Town of Manlius has any interest in the person, partnership or association owning the premises subject of the application or making such application, and that no other violation of §809 shall result from such application (Exhibit "H").

9. Filing and Professional Review Fees. At the time of application filing, applicant shall submit $100.00 in the form of a check payable to the Town of Manlius for Special Permit filing or renewal fees. Site Plan filing and Professional Review fees must be paid per Town Code Fee Schedule prior to commencement of Planning Board advisory review.

10. NOTE: THE ABOVE ARE NOT INTENDED AS AN EXHAUSTIVE LISTING OF THE APPLICATION REQUIREMENTS. THE APPLICANT SHALL BE RESPONSIBLE FOR FAMILIARIZING ITSELF WITH ALL TOWN CODE ZONING, SITE PLAN REVIEW, AND SPECIAL PERMIT REQUIREMENTS, AND THE REQUIREMENTS OF OTHER INVOLVED AND PERMITTING AGENCIES INCLUDING RELATIVE TO SEQRA, GENERAL MUNICIPAL LAW SECTION 239 REVIEW, STATE/COUNTY DOT, DOH AND THE LIKE.

THE FOREGOING NOTWITHSTANDING IT IS ACKNOWLEDGED THAT UPON INITIAL APPLICATION CERTAIN OF THE ABOVE MAY NOT, WITHOUT INITIAL INPUT FROM THE TOWN BOARD OR PLANNING BOARD, BE REASONABLY CAPABLE OF FINAL COMPLETION, AND ACCORDINGLY MAY BE WAIVED OR SUCH REQUIREMENTS RELAXED TEMPORARILY AND UNTIL SUFFICIENT SPECIFIC DIRECTION FROM THE RESPECTIVE BOARDS HAS BEEN GIVEN. AT TIME OF SUBMISSION THE APPLICANT SHALL SPECIFICALLY REFERENCE ANY SUCH REQUEST(S) AND ITS REASON(S) FOR SAME IN A DETAILED ENCLOSURE LETTER DESCRIBING THE SUBMISSION AND EXHIBITS.

RENEWAL APPLICATIONS SHALL REQUIRE ONLY SUCH OF THE FOREGOING INFORMATION AND EXHIBITS AS ARE DEEMED NECESSARY FOR CONSIDERATION OF A RENEWAL PERMIT INVOLVING NO MATERIAL CHANGES FROM OR VIOLATIONS UNDER THE PRIOR ISSUED SPECIAL PERMIT.

APPLICATIONS SHALL BE SUBMITTED IN BOUND TABBED BOOKLET FORM WITH A COVER LETTER, TABLE OF CONTENTS REFERENCING EXHIBITS, AND LEGIBLE 11"by 17" MINIMUM DRAWINGS FOLDED TO LETTER SIZE THEREIN. TWENTY COPIES SHALL BE DELIVERED TOGETHER WITH SEVEN (7) FULL SIZE PRINTS OF ALL DRAWINGS. SUBSEQUENT SUBMISSIONS OF MINOR MODIFICATIONS MAY BE SUBMITTED IN THE SAME MANNER WITH A LETTER REFERENCING THE SPECIFICS OF THE SUBSTITUTION, HOWEVER IF NUMEROUS OR MATERIAL IN NATURE ENTIRE REPLACEMENT SUBMISSIONS MAY BE REQUESTED.

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT "G"

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the "Town") for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of Kirkville Road Solar: (the "Application"), Wildcat Renewables, LLC [name], a California based Limited Liability Company located at 879 Sanchez Street, San Francisco, CA 94114 [legal address] ("Applicant") relative to proposed development at 7390 Kirkville Road, East Syracuse, NY 13057 [project address], Tax Parcel # 313889 055.01.10.1, Manlius, New York, and related matters (the "Project") agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town's engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of October 1, 2020 The Applicant shall deposit an initial sum of $2,450.00 and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the "Deposit"). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town's commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

If any part of this Agreement or the application thereof to any person or entity or circumstance is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, entities or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision or part thereof, the court shall attempt to modify same to a provision or part which is not illegal, invalid or unconstitutional and which best achieves the intent of such illegal, invalid or unconstitutional provision or part thereof.

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 20__, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: _____

Wildcat Renewables, LLC _____

Print Applicant Name **Applicant's Authorized Signature/Title**

Applicant Address: 879 Sanchez Street San Francisco, CA 94114

_____

Stephanie Loucas _____

Print Applicant (Principal) Name **Applicant's Principal Signature**

_____ _____

Print Applicant (Principal) Name **Applicant's Principal Signature**

_____ _____

Print Applicant (Principal) Name **Applicant's Principal Signature**

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

dd/2017

Expected Fee: _____

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION

DATE: 10/8/20

Name of Project: Kirkville Road Solar

Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.

Location of Project: **7390 Kirkville Road East Syracuse, NY 13057**

Type of Project:

◯ Division of Land ◯ Subdivision ◯ Accessory Use ◯ Zone Change ⊗ Site Review ◯ Other _____

Developer: Wildcat Renewables, LLC Phone: 415-449-1528

Address: 879 Sanchez Street, San Francisco, CA Zip: 94114

Tax Map Number(#)/s: 313889 055.01.10.1

Present Zoning: RA Desired Zoning: N/A

Total Acreage: Project: 7 acres, Parcel: 27 acres Total Number of Lots: N/A

Property Owner/s: Abdulah Alemic Phone: 315-560-4113

Address: 6533 N. MANLIUS ROAD, Kirkville, NY Zip: 13082

Tax Map#(s): _____ Owner's Signature: A. Alemic

Printed Name: Abdulah Alemic

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Use next page for additional known property owners' information

---

Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ◯ Credit/Debit Card ◯ Check ◯ Cash

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION
(continued)

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 - Project and Sponsor Information
Wildcat Renewables, LLC

Name of Action or Project:
Site Plan and Special Use Permit

Project Location (describe, and attach a location map):
7390 Kirkville Road, East Syracuse, NY 13057 (See Exhibit 2.0 of filing for Site Plan)

Brief Description of Proposed Action:
On behalf of Renewable Properties, LLC, Wildcat Renewables, LLC is proposing to construct the "Kirkville Road Solar Project" ("Project"), a small-scale community solar project located on approximately 7-acres of an approximately 27-acre parcel (APN: 313889 055.-01-10.1) in the Town of Manlius. Wildcat Renewables, LLC has entered into a lease agreement with the property owner (Abdulah Alemic) to facilitate the development of this Project. National Grid completed the Coordinated Electric System Interconnect (CESIR) Review in July 2020. The addition of the project will require minor upgrades to the existing distribution system.

Name of Applicant or Sponsor:	Telephone: 415-449-1528
Wildcat Renewables, LLC	E-Mail: stephanie@renewprop.com

Address:
879 Sanchez Street

City/PO:	State:	Zip Code:
San Francisco	CA	94114

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	X	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: The Project will peruse a Payment in Lieu of Tax (PILOT) agreement and comply with all federal, state and local permitting requirements.		X

3.a. Total acreage of the site of the proposed action? 27 acres
b. Total acreage to be physically disturbed? 7 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 27 acres

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

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	X	☐
b. Consistent with the adopted comprehensive plan?	☐	X	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify:	X	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	X	☐
b. Are public transportation service(s) available at or near the site of the proposed action? N/A	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? N/A	☐	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	X	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: The project will not use potable water	X	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: The project will not generate wastewater	X	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	X	☐
b. Is the proposed action located in an archeological sensitive area?	X	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	X
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: No. The project has been designed to avoid potential impacts to State mapped DEC wetlands and buffer areas.	X	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☒ Early mid-successional

☐ Wetland ☐ Urban ☒ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? A site specific biological resource evaluation will be conducted	☐	X
16. Is the project site located in the 100 year flood plain?	X	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	X	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? ☐ NO ☐ YES If Yes, briefly describe:		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: The former Greiner Orchards site is located across from the ESM Central High School, about a quarter of a mile west of the project site. Pesticide usage associated with the orchard resulted in contamination of the site.	X	

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

Applicant/sponsor name: Stephanie Loucas Date: 10.14.20

Signature: SR

STOP

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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

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

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

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

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

TOWN OF MANLIUS

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I. Stephanie Lovcas, being duly sworn, deposes and says that (s) he is:
applicant
(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: October 14, 2020.

Stephanie Lovcas
(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

879 Sanchez Street SF, CA 94114
(Mailing Address of Applicant)

415-710-3834
(Telephone Number)

Date: _____, 20_____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this _____ day of _____ in the year 20_____, before me, the undersigned, a notary public in and for said state, personally appeared _____, _____, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

_____
Notary Public

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Alameda }

On Oct. 14 2020 before me, V. K. Chopra, Notary Public,
(Here insert name and title of the officer)

personally appeared STEPHANIE H. LOUCAS,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

V. K. CHOPRA
COMM. # 2202947
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Comm. Exp. JUNE 26, 2021
MGC1 MGC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

280 East Broad Street // Suite 200 // Rochester, NY 14604
585.232.5135 / 585.232.4652 fax

www.bergmannpc.com

OWNER: ABDULAH ALEMIC

APPLICANT: RPNY SOLAR 5

RENEWABLE PROPERTIES

7390 KIRKVILLE ROAD
EAST SYRACUSE, NEW YORK 13057

KIRKVILLE ROAD
COMMUNITY SOLAR FARM PROJECT
PRELIMINARY SITE PLAN

PROJECT CONTACT LIST

OWNER:
- ABDULAH ALEMIC
- 6533 MANLIUS ROAD N
KIRKVILLE, NY 13082
- PHONE: 315.580.4113

APPLICANT:
- RPNY SOLAR 5
- 879 SANCHEZ STREET
SAN FRANCISCO, CA 94114
- CONTACT: STEPHANIE LOUCAS
- PHONE: 415-710-3834

STRUCTURAL ENGINEER:
- TBD

ARCHITECT:
- TBD

MECHANICAL ENGINEER:
- TBD

CIVIL ENGINEER:
- BERGMANN
- 280 EAST BROAD STREET
SUITE 200
ROCHESTER, NY 14604
- CONTACT: ROBERT SWITALA
- PHONE: 585.232.5135

ELECTRICAL ENGINEER:
- TBD

DRAWING INDEX

C000	COVER SHEET
C001	GENERAL NOTES
C002	AREA PARCEL PLAN
C003	EXISTING CONDITIONS PLAN
C004	OVERALL SITE PLAN
C005	SITE PLAN
C006	GRADING PLAN
C007	GRADING PLAN DETAILS
C008 - C011	DETAILS I - DETAILS IV

APPROVED BY:
PLANNING BOARD CHAIRMAN
DATE: _____

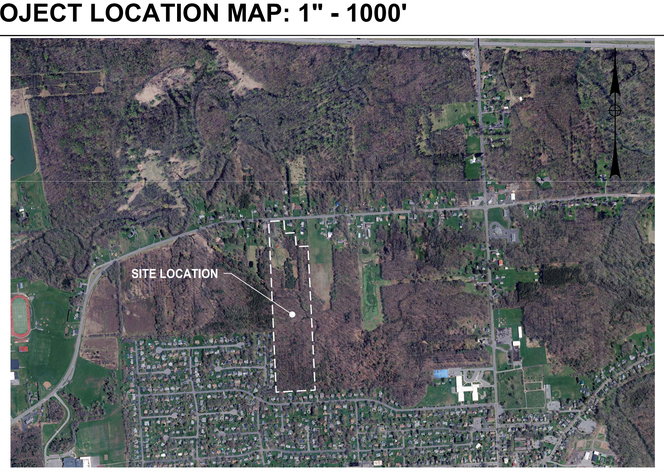
APPROVED BY:
DIRECTOR OF ENGINEERING AND PLANNING
DATE: _____

APPROVED BY:
DIRECTOR OF BUILDING AND FIRE PREVENTION
DATE: _____

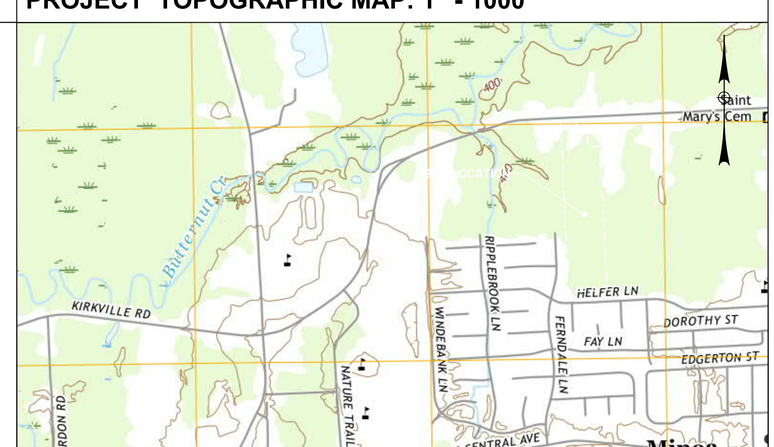
APPROVED BY:
FIRE MARSHAL
DATE: _____

DATE	DESCRIPTION

PROJECT LOCATION MAP: 1" - 1000'



PROJECT TOPOGRAPHIC MAP: 1" - 1000'



STATE OF NEW YORK
ROBERT PAUL SWITALA
LICENSED PROFESSIONAL ENGINEER

PRELIMINARY
12/18/2020
14919.00

01/01/2012 3:50:15 PM

SEQUENCE OF CONSTRUCTION:

1. PRE-CONSTRUCTION MEETING HELD TO INCLUDE PROJECT MANAGER, OPERATOR'S ENGINEER, CONTRACTOR, AND SUB-CONTRACTORS PRIOR TO LAND DISTURBING ACTIVITIES.
2. CONSTRUCT CONSTRUCTION ENTRANCE/EXIT AT LOCATIONS DESIGNATED ON PLANS AS TEMPORARY ACCESS ROADS..
3. INSTALL PERIMETER SILT SOCK.
4. HAVE A QUALIFIED PROFESSIONAL CONDUCT AN ASSESSMENT OF THE SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
5. BEGIN CLEARING AND GRUBBING OPERATIONS. CLEARING AND GRUBBING SHALL BE DONE ONLY IN AREAS WHERE EARTHWORK WILL BE PERFORMED AND ONLY IN AREAS WHERE CONSTRUCTION IS PLANNED TO COMMENCE WITHIN 14 DAYS AFTER CLEARING AND GRUBBING.
6. STRIP TOPSOIL AND STOCKPILE IN A LOCATION ACCEPTABLE TO CONSTRUCTION MANAGER. WHEN STOCKPILE IS COMPLETE, INSTALL PERIMETER SILT FENCE, SEED SURFACE WITH 100% PERENNIAL RYEGRASS MIXTURE AT A RATE OF 2-4 LBS. PER 1000 SF. APPLY 90-100 LBS PER 1000 SF OF MULCH.
7. COMMENCE EARTHWORK CUT AND FILLS. THE WORK SHALL BE PROGRESSED TO ALLOW A REASONABLE TRANSFER OF CUT AND FILL EARTH FOR ROUGH GRADING AND EARTH MOVING. THE CONTRACTOR WILL BE GIVEN SOME LATITUDE TO VARY FROM THE FOLLOWING SCHEDULE IN ORDER TO MEET THE FIELD CONDITIONS ENCOUNTERED. CONTRACTOR SHALL REVIEW VARIATIONS TO THE APPROVED PLANS WITH DESIGN ENGINEER AND QUALIFIED PROFESSIONAL PRIOR TO IMPLEMENTATION.
8. AS ROADWAY AND ACCESS DRIVES ARE BROUGHT TO GRADE, THEY WILL BE STABILIZED WITH CRUSHED STONE SUBBASE AT A DEPTH SPECIFIED ON PLANS TO PREVENT EROSION AS SOON AS PRACTICABLE.
9. STABILIZE ALL AREAS AS SOON AS PRACTICABLE, IDLE IN EXCESS OF 7 DAYS AND IN WHICH CONSTRUCTION WILL NOT RECOMMENCE WITHIN 14 DAYS.
10. INSTALL UTILITIES. TRENCH EXCAVATION/BACKFILL AREAS SHOULD BE STABILIZED PROGRESSIVELY AT THE END OF EACH WORKDAY WITH SEED AND STRAW MULCH AT A RATE OF 100% PERENNIAL RYE GRASS AT 2-4 LBS/1000 SF MULCHED AT 90-100 LBS/1000 SF.
11. STABILIZE ALL AREAS IDLE IN EXCESS OF 7 DAYS IN WHICH CONSTRUCTION WILL NOT RECOMMENCE WITHIN 14 DAYS.
12. REHABILITATE ACCESS ROADS TO CONFORM WITH THE LIMITED USE GRAVEL ACCESS ROAD DETAIL AND SPECIFICATIONS.
13. REMOVE TEMPORARY CONSTRUCTION EXITS AND PERIMETER SILT FENCE ONCE SITE HAS ACHIEVED 80% UNIFORM STABILIZATION.

GENERAL NOTES:

1. THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN ON THIS MAP HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORD MAPS, THEY ARE NOT CERTIFIED TO THE ACCURACY OF THEIR LOCATION AND/OR COMPLETENESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION ACTIVITIES IN THEIR VICINITY. THE CONTRACTOR SHALL HAVE ALL EXISTING UTILITIES FIELD STAKED BEFORE STARTING WORK BY CALLING 1-800-962-7962.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH TITLE 29 OF FEDERAL REGULATIONS, PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (OSHA).
3. HIGHWAY DRAINAGE ALONG ALL ROADS AND PRIVATE DRIVES SHALL BE KEPT CLEAN OF MUD, DEBRIS ETC. AT ALL TIMES.
4. THE CONTRACTOR SHALL CONSULT THE DESIGN ENGINEER BEFORE DEVIATING FROM THESE PLANS.
5. IN ALL TRENCH EXCAVATIONS, CONTRACTOR MUST LAY THE TRENCH SIDE SLOPES BACK TO A SAFE SLOPE, USE A TRENCH SHIELD OR PROVIDE SHEETING AND BRACING.
6. IF SUSPICIOUS AND/OR HAZARDOUS MATERIAL IS ENCOUNTERED DURING DEMOLITION/CONSTRUCTION, ALL WORK SHALL STOP AND THE MONROE COUNTY DEPARTMENT OF HEALTH AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SHALL BE NOTIFIED IMMEDIATELY. WORK SHALL NOT RESUME UNTIL THE DEVELOPER HAS OUTLINED APPROPRIATE ACTION FOR DEALING WITH THE WASTE MATERIAL AND THE DEVELOPMENT PLANS ARE MODIFIED AS MAY BE NECESSARY.
7. EXCAVATED WASTE MATERIAL REMOVED FROM THE SITE SHALL BE PLACED AT A LOCATION ACCEPTABLE TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
8. AREAS DISTURBED OR DAMAGED AS PART OF THIS PROJECTS CONSTRUCTION THAT ARE OUTSIDE OF THE PRIMARY WORK AREA SHALL BE RESTORED, AT THE CONTRACTORS EXPENSE, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
9. UNLESS COVERED BY THE CONTRACT SPECIFICATIONS OR AS NOTED ON THE PLANS, ALL WORK SHALL CONFORM TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED JANUARY 1, 2020 AND ANY SUBSEQUENT APPENDICES.

WASTE/HAZARDOUS MATERIAL PRACTICES:

1. WHENEVER POSSIBLE COVERED TRASH CONTAINERS SHOULD BE USED.
2. DAILY SITE CLEANUP IS REQUIRED TO REDUCE DEBRIS AND POLLUTANTS IN THE ENVIRONMENT.
3. CONTRACTOR SHALL PROVIDE A SAFE STORAGE SPACE FOR ALL PAINTS, STAINS AND SOLVENTS INSIDE A COVERED STORAGE AREA.
4. ALL FUELS, OILS, AND GREASE MUST BE KEPT IN CONTAINERS AT ALL TIMES.

EROSION & SEDIMENT CONTROL NOTES:

1. INSTALL EROSION CONTROL MEASURES AS INDICATED ON THE PLAN PRIOR TO THE START OF ANY EXCAVATION WORK. EROSION CONTROL MEASURES WILL BE IMPLEMENTED IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL MANUAL, NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND THE GOVERNING MUNICIPAL REQUIREMENTS.
2. REMOVE AND STOCKPILE TOPSOIL AS DIRECTED BY THE CONSTRUCTION MANAGER REPLACE TOPSOIL TO A MINIMUM 6" DEPTH WITH TOPSOIL OR AMENDED SOIL. ALL DISTURBED AREAS TO BE SEEDED TO PROMOTE VEGETATION AS SOON AS PRACTICABLE.
3. IF THE SEASONS PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE "STANDARDS", NETTING OR LIQUID MULCH BINDER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE 80% UNIFORM VEGETATIVE COVER HAS BEEN ACHIEVED.
5. ALL EROSION CONTROL MEASURES ARE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED AT A MINIMUM OF EVERY 3 MONTHS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL OR AMENDED TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
7. THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/HER FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL, EROSION CONTROL STRUCTURES, TREE PROTECTION AND PRESERVATION THROUGHOUT CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE FINISH GRADED TO PROMOTE VEGETATION ON ALL EXPOSED AREAS AS SOON AS PRACTICABLE. STABILIZATION PRACTICES (TEMPORARY/PERMANENT SEEDING, MULCHING, GEOTEXTILES, ETC.) MUST BE IMPLEMENTED WITHIN SEVEN (7) DAYS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND NOT EXPECTED TO RESUME WITHIN FOURTEEN (14) DAYS.
9. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. ALL CONSTRUCTION DEBRIS AND SEDIMENT SPOILS, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
10. DUST SHALL BE CONTROLLED BY WATERING.
11. ADJOINING PROPERTY SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
12. SLOPE TRACKING SHALL BE IMPLEMENTED ON ALL SLOPE 1 ON 3 OR GREATER AT THE END OF EACH WORK DAY AND PRIOR TO FINAL SLOPE GRADING AND STABILIZATION.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE A QUALIFIED INSPECTOR TO INSPECT THE PROJECT AT THE END OF EACH WORK WEEK AND PROVIDE A REPORT AT LEAST ONCE PER WEEK.
2. EROSION CONTROL MEASURES WILL BE IMPLEMENTED IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL MANUAL, ONONDAGA COUNTY HEALTH DEPARTMENT, AND THE TOWN OF MANLIUS REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE BEST MANAGEMENT PRACTICES (BMP'S) UNTIL GROUND COVER IS ESTABLISHED.
4. REMOVE AND STOCKPILE TOPSOIL AS DIRECTED BY THE CONSTRUCTION MANAGER. REPLACE TOPSOIL TO A MINIMUM 6" DEPTH. ALL DISTURBED AREAS TO BE HYDROSEEDED AS DIRECTED BY THE CONSTRUCTION MANAGER TO PROMOTE VEGETATION AS SOON AS PRACTICABLE.
5. IF THE SEASONS PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE "STANDARDS".
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE 80% UNIFORM VEGETATION HAS BEEN ACHIEVED.
7. ALL EROSION CONTROL MEASURES ARE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED WHEN THEY HAVE REACHED THE DESIGN LIFE INDICATED IN THE NYS GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL DESIGN MANUAL OR EVERY THREE MONTHS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
9. THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/HER FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL AND EROSION CONTROL STRUCTURES THROUGHOUT CONSTRUCTION.
10. ALL DISTURBED AREAS SHALL BE FINISH GRADED TO PROMOTE VEGETATION ON ALL EXPOSED AREAS AS SOON AS PRACTICABLE. STABILIZATION PRACTICES (TEMPORARY/PERMANENT SEEDING, MULCHING, GEOTEXTILES, ETC.) MUST BE IMPLEMENTED WITHIN SEVEN (7) DAYS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND NOT EXPECTED TO RESUME WITHIN FOURTEEN (14) DAYS.
11. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. ALL CONSTRUCTION DEBRIS AND SEDIMENT SPOILS, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
12. DUST SHALL BE CONTROLLED BY WATERING.
13. ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
14. EROSION CONTROL MEASURES SHOULD BE RELOCATED INWARD AS PERIMETER SLOPE CONSTRUCTION PROGRESSES AND RECONSTRUCTED TO THE NYS STANDARDS & SPECIFICATION AT THE END OF EACH DAY.
15. PERIMETER AREAS SHALL BE TEMPORARILY STABILIZED WITH SEED AND MULCH PROGRESSIVELY AT MINIMUM AT THE END OF EACH WEEK WITH 100% PERENNIAL RYEGRASS MIX AT A RATE OF 2-4 LBS PER 1000 SF AND MULCH 90-100 LBS PER 1000 SF OF WEED FREE STRAW.
16. SLOPE TRACKING SHALL BE IMPLEMENTED ON ALL SLOPE 1 ON 3 OR GREATER AT THE END OF EACH WORK DAY AND PRIOR TO FINAL SLOPE GRADING AND STABILIZATION.

SITE STABILIZATION:

1. WHEN FINAL GRADE IS ACHIEVED DURING NON-GERMINATING MONTHS, THE AREA SHOULD BE MULCHED UNTIL THE BEGINNING OF THE NEXT PLANTING SEASON.
2. MULCHES SHOULD BE APPLIED AT THE RATES SHOWN IN THE MULCH APPLICATION RATES TABLE. VERY LITTLE BARE GROUND SHOULD BE VISIBLE THROUGH THE MULCH.
3. STRAW AND HAY MULCH SHOULD BE ANCHORED OR TACKIFIED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN. A TRACTOR-DRAWN IMPLEMENTS MAY BE USED TO "CRIMP" THE STRAW OR HAY INTO THE SOIL - ABOUT 3 INCHES. THIS METHOD SHOULD BE LIMITED TO SLOPES NO STEEPER THAN 3H:1V. THE MACHINERY SHOULD BE OPERATED ALONG THE CONTOUR. NOTE: CRIMPING OF HAY OR STRAW BY RUNNING OVER IT WITH TRACKED MACHINERY IS NOT RECOMMENDED.
4. BEFORE SEEDING IS APPLIED THE CONTRACTOR SHALL SPREAD SOIL TO PREVENT PONDING AND CONFIRM THAT SOIL WILL SUSTAIN THE SEED GERMINATION AND ESTABLISHMENT OF VEGETATION.
5. GRADED AREAS SHOULD BE SCARIFIED OR OTHERWISE LOOSENED TO A DEPTH OF 3 TO 5 INCHES TO PERMIT BONDING OF THE TOPSOIL TO THE SURFACE AREAS AND TO PROVIDE A ROUGHENED SURFACE TO PREVENT TOPSOIL FROM SLIDING DOWN SLOPE. COMPACTED SOILS SHOULD BE SCARIFIED TO A DEPTH OF 6 TO 12 INCHES, ALONG CONTOUR WHEREVER POSSIBLE, PRIOR TO SEEDING.
6. TOPSOIL OR AMENDED SOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A MINIMUM DEPTH OF 6 INCHES. SPREADING SHOULD BE DONE IN SUCH A MANNER THAT SODDING OR SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OR TILLAGE. IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOIL PLACEMENT SHOULD BE CORRECTED IN ORDER TO PREVENT FORMATION OF DEPRESSIONS.
7. TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL OR SUBSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION.
8. WHEN USED AS A MULCH REPLACEMENT, THE APPLICATION RATE (THICKNESS) OF THE COMPOST SHOULD BE ½" TO ¾". COMPOST SHOULD BE PLACED EVENLY AND SHOULD PROVIDE 100% SOIL COVERAGE. NO SOIL SHOULD BE VISIBLE.
9. POLYMERIC AND GUM TACKIFIERS MIXED AND APPLIED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS MAY BE USED TO TACK MULCH. AVOID APPLICATION DURING RAIN AND ON WINDY DAYS. A 24-HOUR CURING PERIOD AND A SOIL TEMPERATURE HIGHER THAN 45° F ARE TYPICALLY REQUIRED. APPLICATION SHOULD GENERALLY BE HEAVIEST AT EDGES OF SEEDED AREAS AND AT CRESTS OF RIDGES AND BANKS TO PREVENT LOSS BY WIND. THE REMAINDER OF THE AREA SHOULD HAVE BINDER APPLIED UNIFORMLY. BINDERS MAY BE APPLIED AFTER MULCH IS SPREAD OR SPRAYED INTO THE MULCH AS IT IS BEING BLOWN ONTO THE SOIL. APPLYING STRAW AND BINDER TOGETHER IS GENERALLY MORE EFFECTIVE.
10. SYNTHETIC BINDERS, OR CHEMICAL BINDERS, MAY BE USED AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH PROVIDED SUFFICIENT DOCUMENTATION IS PROVIDED TO SHOW THEY ARE NON-TOXIC TO NATIVE PLANT AND ANIMAL SPECIES.
11. MULCH ON SLOPES OF 8% OR STEEPER SHOULD BE HELD IN PLACE WITH NETTING. LIGHTWEIGHT PLASTIC, FIBER, OR PAPER NETS MAY BE STAPLED OVER THE MULCH ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
12. SHREDDED PAPER HYDROMULCH SHOULD NOT BE USED ON SLOPES STEEPER THAN 5%. WOOD FIBER HYDROMULCH MAY BE APPLIED ON STEEPER SLOPES PROVIDED A TACKIFIER IS USED. THE APPLICATION RATE FOR ANY HYDROMULCH SHOULD BE 2,000 LB/ACRE AT A MINIMUM.
13. LIME, FERTILIZER, SEED, AND MULCH DISTURBED AREAS PER THE EROSION AND SEDIMENT CONTROL PLANS. IN AREAS OF STEEP SLOPES OR OBVIOUS AREAS WHERE POTENTIAL EROSION MAY OCCUR, AN EROSION CONTROL MAT OR FLEXIBLE GROWTH MEDIUM (FGM) SHALL BE USED. FGM SHALL BE APPLIED PER MANUFACTURER SPECIFICATIONS.
14. ONCE A SECTION OF THE ALIGNMENT HAS BEEN STABILIZED, NO CONSTRUCTION TRAFFIC SHALL OCCUR TO REMOVE ANY BMPS UNTIL THE SECTION HAS ACHIEVED 80% PERENNIAL VEGETATIVE COVER. AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM 80% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NONVEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING OR OTHER MOVEMENTS.

M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190C001_General Notes.dwg
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KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES
879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
280 East Broad Street
Suite 200
Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

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DATE	DESCRIPTION

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GENERAL NOTES

Drawing Number:

C001

PROPERTY OWNERS		
#	NAME	SECTION BLOCK LOT (SBL)
1	ROACH BRENDA S	6.-04-33.0
2	JONES KATHRYN H	6.-04-32.0
3	HYDE EUGENE P	6.-04-31.0
4	PIECHOWICZ DAVID M	6.-04-30.0
5	RUPE RANDOL C	6.-04-29.0
6	MARCY ELIZABETH	6.-04-28.0
7	BARFOOT BRIAN P	6.-04-27.0
8	SERAFIN MICHEAL J	6.-04-26.0
9	RUSSO JAMES II	6.-04-25.0
10	LUNENBURG JEAN M	6.-04-23.0
11	BETHKA AMY M	6.-04-22.0
12	YOUNG FAMILY REVOC TRUST, WILLIAM J YOUNG FAMILY REVOC TRUS	6.-04-21.0
13	DURANTINI MELISSA A	6.-04-20.0
14	HILL MATTHEW	6.-04-19.0
15	GEORGE FAMILY TRUST GUY	6.-04-18.0
16	GILCHER PENELOPE L	6.-04-17.0
17	CHABOT YOLANDE	6.-04-16.0
18	FANNETTI MARY E	6.-04-15.0
19	QUICK ANNA M	6.-04-14.0
20	SHERMAN JAMES E	6.-04-13.0
21	CLOBRIDGE LIVING TRUST PAUL G II	6.-04-12.0
22	VENTRESCA DONNA M	6.-04-11.0

0 250 500 750 FT

1" = 250' SCALE BAR

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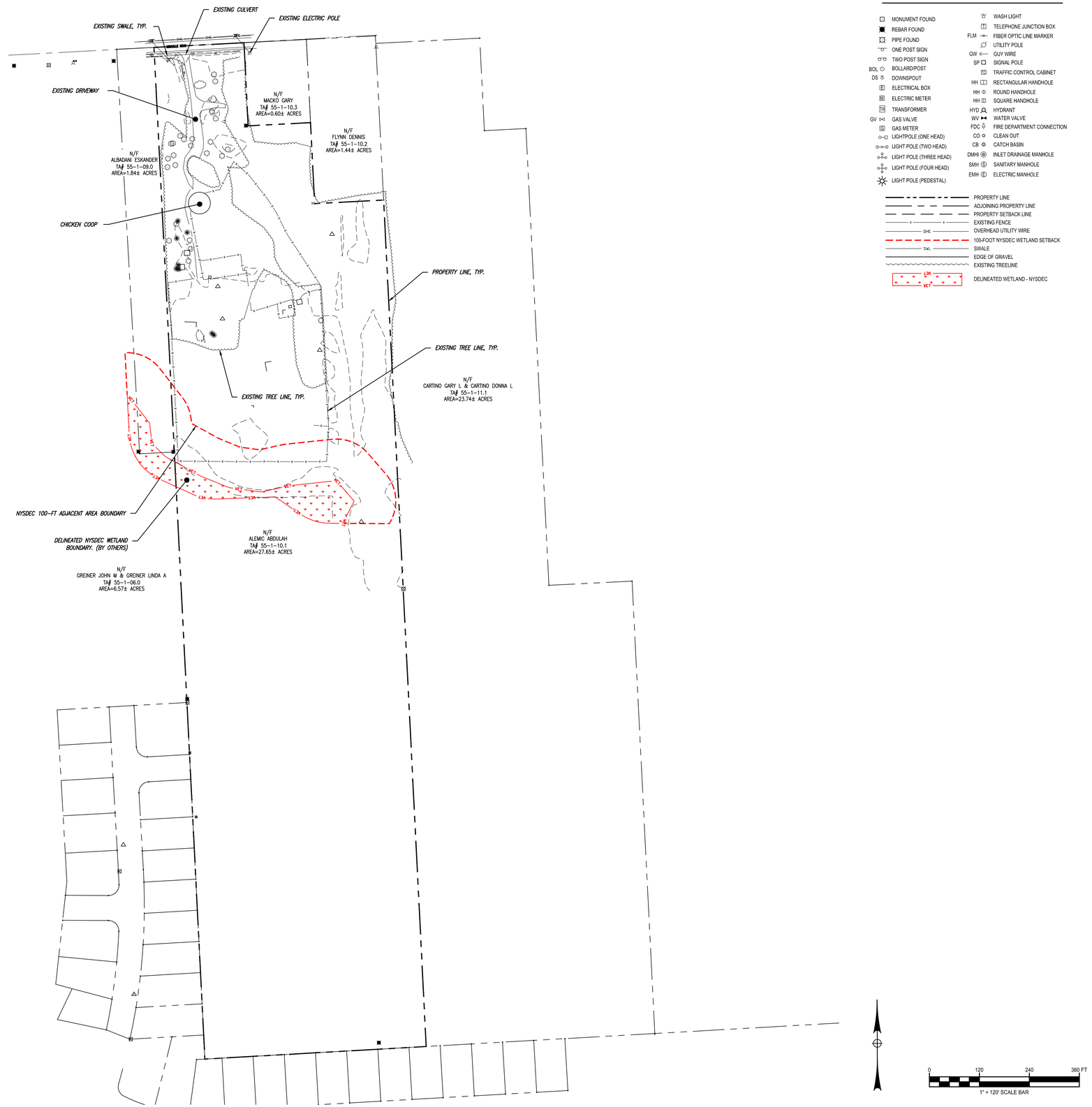
Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

AREA PARCEL PLAN

Drawing Number:

C002

12/21/2020 6:38 PM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190OC002_Area Parcel Plan.dwg



LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOL BOLLARD/POST
- DS DOWNSPOUT
- E ELECTRICAL BOX
- M ELECTRIC METER
- TR TRANSFORMER
- GV GAS VALVE
- G GAS METER
- LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- T TELEPHONE JUNCTION BOX
- FLM FIBER OPTIC LINE MARKER
- UTILITY POLE
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- EXISTING FENCE
- OHE OVERHEAD UTILITY WIRE
- 100-FOOT NYSDEC WETLAND SETBACK
- SWL SWALE
- EDGE OF GRAVEL
- EXISTING TREELINE
- L3A L3B L3C L3D L3E L3F L3G L3H L3I L3J L3K L3L L3M L3N L3O L3P L3Q L3R L3S L3T L3U L3V L3W L3X L3Y L3Z MC1 DELINEATED WETLAND - NYSDEC

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Project Manager:	Checked By:
ECR	RPS
Designed By:	Drawn By:
WD	WD
Date Issued:	Project Number:
12/18/20	14919.00

EXISTING CONDITIONS PLAN

Drawing Number:

C003

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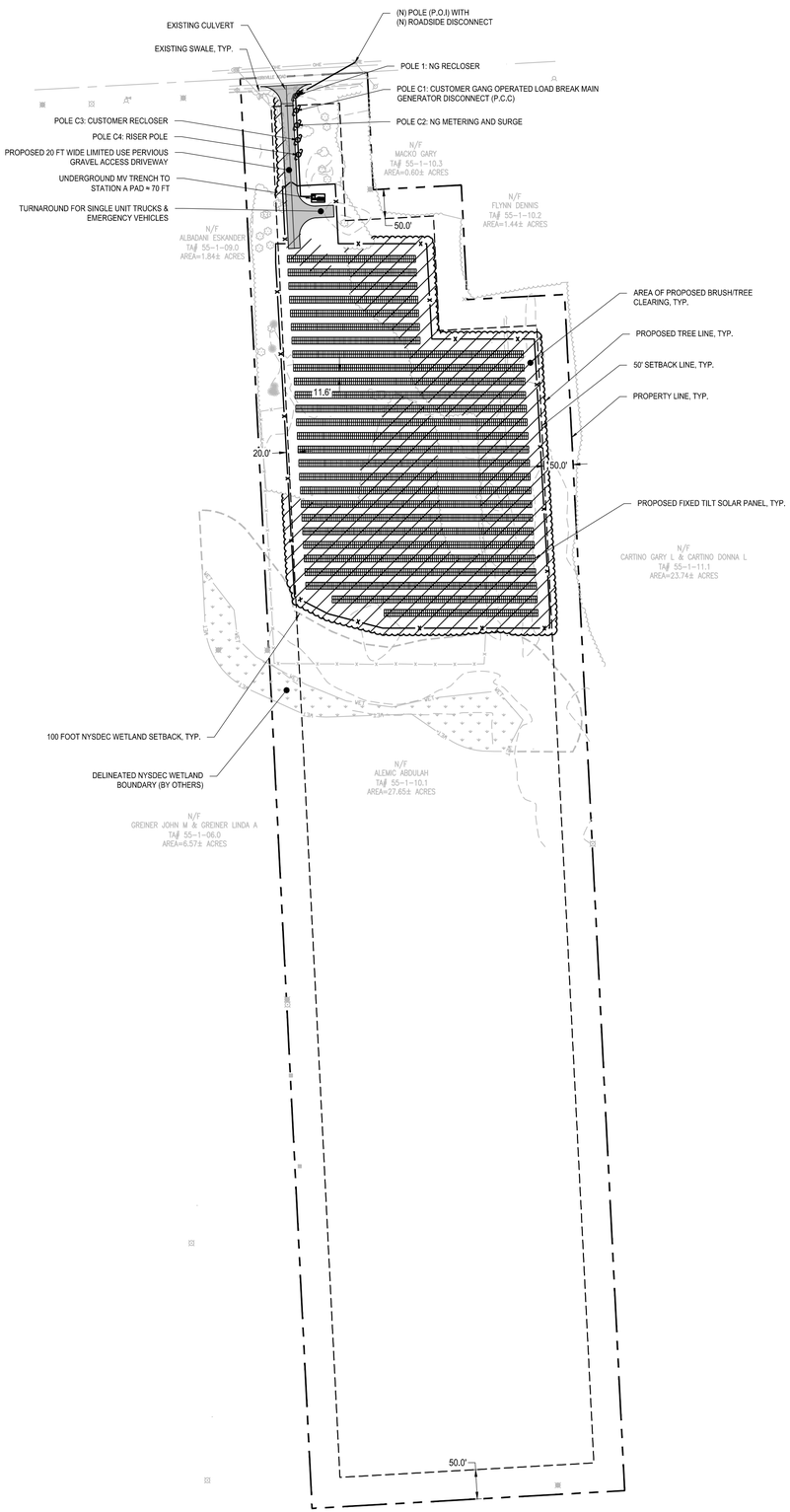

SITE PLAN DATA TABLE		
SITE IS LOCATED IN THE "R-A" RESTRICTED AGRICULTURAL DISTRICT		
PROPOSED USE: LARGE SCALE PHOTOVOLTAIC ENERGY SYSTEM		
PARCEL 55-1-10.1 TOWN OF MANLIUS COUNTY OF ONONDAGA, STATE OF NEW YORK		
APPLICANT: RPNY SOLAR 5, LLC 879 SANCHEZ STREET SAN FRANCISCO CA, 94114 (415) 710-3834	OWNER(S) OF RECORD: ABDULAH ALEMIC	
PLANS PREPARED BY: BERGMANN 280 EAST BROAD STREET, SUITE 200 ROCHESTER, NY 14604 (585) 232-5135		
DESCRIPTION	REQUIRED	PROPOSED
MIN. LOT SIZE	40,000 SF	1,199,725± SF
MIN. LOT WIDTH	150 FT	216± FT
MIN. SIDE YARD SETBACK	50 FT	65± FT
MIN. FRONT YARD SETBACK	50 FT	304± FT
MIN. REAR YARD SETBACK	50 FT	1,508± FT
MAX. LOT COVERAGE (INCLUDING PANELS)	N/A	N/A

LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOX ELECTRICAL BOX
- ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GV LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- TELEPHONE JUNCTION BOX
- FIBER OPTIC LINE MAKER
- UTILITY POLE (EXISTING)
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWL SWALE
- OHE OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST EXISTING STORM PIPE
- EDGE OF GRAVEL
- EXISTING TREELINE
- DELINEATED WETLAND - PEM
- TREE CLEARING
- PROPOSED LIMITED USE GRAVEL ACCESS ROAD
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- OHE PROPOSED OVERHEAD UTILITY WIRE
- UGE PROPOSED UNDERGROUND UTILITY WIRE
- X PROPOSED FENCE
- PROPOSED TREELINE

SYSTEM SPECIFICATIONS	
KIRKVILLE ROAD	
SYSTEM SIZE DC	2,274.48 kW
SYSTEM SIZE AC	1,625.00 kW
DC/AC RATIO	1.40
MODULE MANUFACTURER	JINKO SOLAR
MODULE MODEL	JKM405M-72H-BDVP
MODULE RATING	405 W
TOTAL MODULE QTY	5,616
MODULES PER STRING	26
TOTAL NO. OF STRINGS	216
INVERTER MODEL	SUNGROW SG125HV
INVERTER RATING	125 kW
INVERTER QTY	13
STEP-UP TRANSFORMER	12kV/600V, 1625kVA
RACKING	FT GROUND MOUNT
TILT ANGLE	25°
INTER-ROW SPACING	14.8'
PITCH	26.9'
GCR	45%
SITE AREA INSIDE FENCE	6.95 AC

0 120 240 360 FT

1" = 120' SCALE BAR

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

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RPNY SOLAR 5

RENEWABLE PROPERTIES

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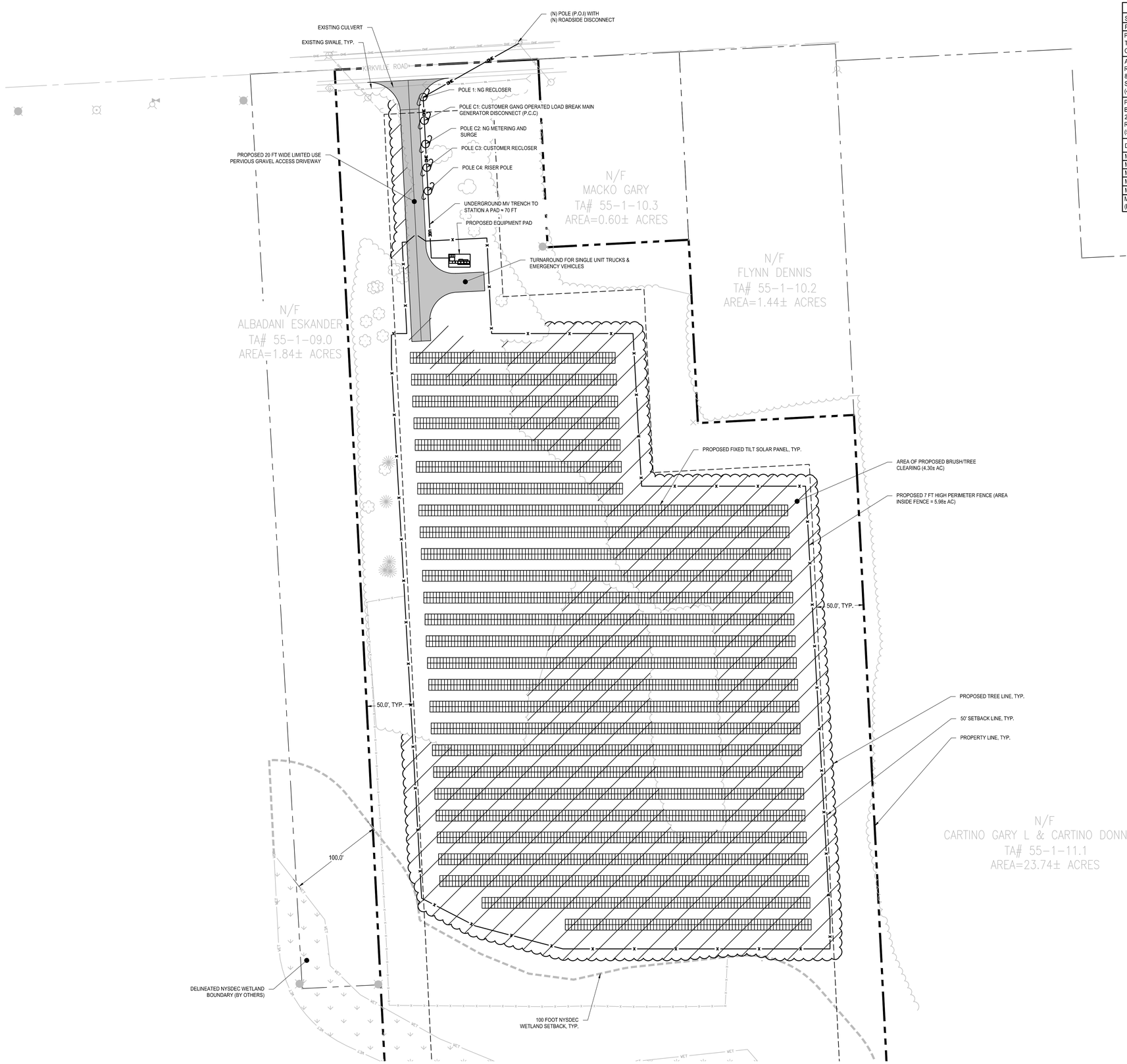
Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

OVERALL SITE PLAN

Drawing Number:

C004

12/21/2020 6:42 PM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\14919.00C003_Overall Site.dwg



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MIN. LOT WIDTH	150 FT	216± FT
MIN. SIDE YARD SETBACK	50 FT	65± FT
MIN. FRONT YARD SETBACK	50 FT	304± FT
MIN. REAR YARD SETBACK	50 FT	1,508± FT
MAX. LOT COVERAGE (INCLUDING PANELS)	N/A	N/A

LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOX — ELECTRICAL BOX
- DS — ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GV — LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- TELEPHONE JUNCTION BOX
- FIBER OPTIC LINE MAKER
- UTILITY POLE (EXISTING)
- GW — GUY WIRE
- SP — SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH — RECTANGULAR HANDHOLE
- HH — ROUND HANDHOLE
- HH — SQUARE HANDHOLE
- HYD — HYDRANT
- WV — WATER VALVE
- FDC — FIRE DEPARTMENT CONNECTION
- CO — CLEAN OUT
- CB — CATCH BASIN
- DMH — INLET DRAINAGE MANHOLE
- SMH — SANITARY MANHOLE
- EMH — ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWALE
- OHE — OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST — EXISTING STORM PIPE
- EDGE OF GRAVEL
- EXISTING TREELINE
- LAR / VET — DELINEATED WETLAND - PEM
- TREE CLEARING
- PROPOSED LIMITED USE GRAVEL ACCESS ROAD
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- OHE — PROPOSED OVERHEAD UTILITY WIRE
- UGE — PROPOSED UNDERGROUND UTILITY WIRE
- X — PROPOSED FENCE
- PROPOSED TREELINE

SYSTEM SPECIFICATIONS	
KIRKVILLE ROAD	
SYSTEM SIZE DC	2,274.48 kW
SYSTEM SIZE AC	1,625.00 kW
DC/AC RATIO	1.40
MODULE MANUFACTURER	JINKO SOLAR
MODULE MODEL	JKM405M-72H-BDVP
MODULE RATING	405 W
TOTAL MODULE QTY	5,616
MODULES PER STRING	26
TOTAL NO. OF STRINGS	216
INVERTER MODEL	SUNGROW SG125HV
INVERTER RATING	125 kW
INVERTER QTY	13
STEP-UP TRANSFORMER	12kV/600V, 1625kVA
RACKING	FT GROUND MOUNT
TILT ANGLE	25°
INTER-ROW SPACING	14.8'
PITCH	26.9'
GCR	45%
SITE AREA INSIDE FENCE	6.95 AC

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

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RPNY SOLAR 5

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

SITE PLAN

Drawing Number:

C005

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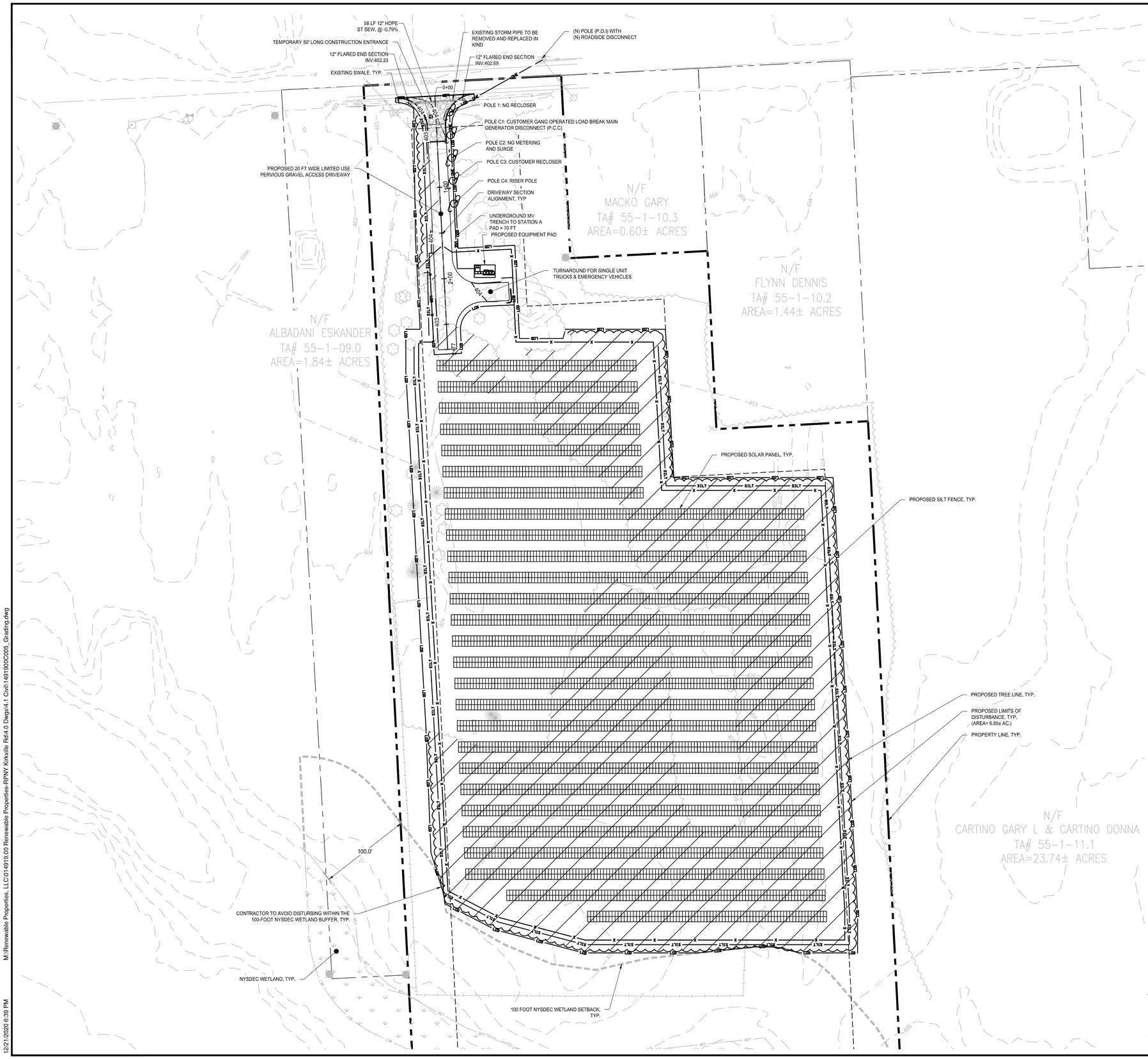

LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOL ELECTRICAL BOX
- ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GJ LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- TELEPHONE JUNCTION BOX
- FIBER OPTIC LINE MAKER
- UTILITY POLE (EXISTING)
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- RH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD. HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWL SWALE
- OHE OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST EXISTING STORM PIPE
- EXISTING TREELINE
- WET DELINEATED WETLAND - PEM
- TREE CLEARING
- TEMPORARY CONSTRUCTION ENTRANCE
- PROPOSED CULVERT
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- LOD LIMITS OF DISTURBANCE BOUNDARY
- SILT PROPOSED SILT FENCE
- DRIVEWAY SECTION ALIGNMENT
- UGE PROPOSED UNDERGROUND UTILITY WIRE
- PROPOSED FENCE
- PROPOSED TREELINE

NOTES

1. CONTRACTOR SHALL NOT DISTURB MORE THAN 5 ACRES AT ANY ONE GIVEN TIME.

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EAST SYRACUSE, NY 13057

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Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GRADING & EROSION CONTROL PLAN

Drawing Number:

C006

M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190C005_Grading.dwg
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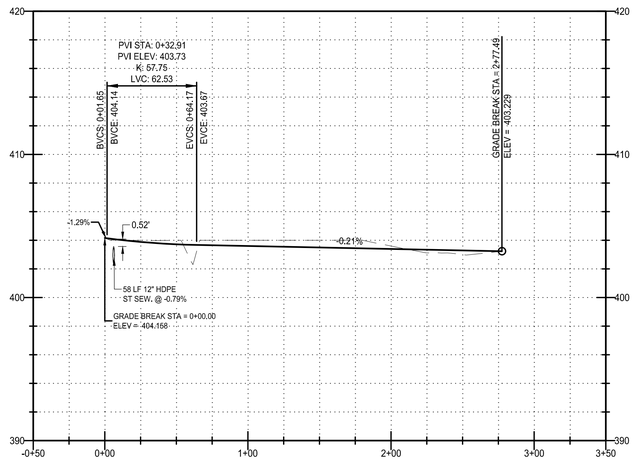
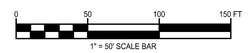
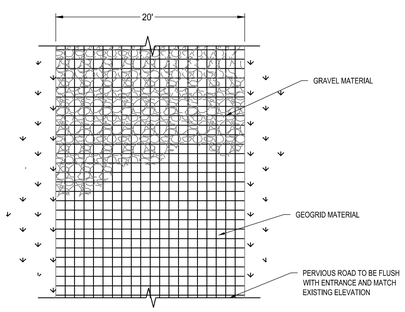
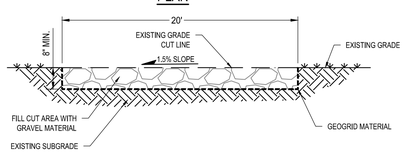


DRIVEWAY SECTION
1"=5' VERTICAL
1"=50' HORIZONTAL





PLAN



LIMITED USE PERVIOUS ACCESS ROAD - 0% TO 10% SLOPES

NO SCALE

GEOGRID MATERIAL NOTES:

1. THE GEOGRID, OR COMPARABLE PRODUCT, IS INTENDED FOR USE IN ALL CONDITIONS. IN ORDER TO ASSIST IN MATERIAL SEPARATION FROM NATIVE SOILS AND PRESERVE ACCESS LOADS.
2. GRAVEL FILL MATERIAL SHALL CONSIST OF 1-4" CLEAN, DURABLE, SHARP ANGLED CRUSHED STONE OF UNIFORM QUALITY, MEETING THE SPECIFICATION OF NYSDOT 703-02, SIZE DESIGNATION 3-5 OF TABLE 703-4. STONE MAY BE PLACED IN FRONT OF AND SPREAD WITH A TRACKED VEHICLE. GRAVEL SHALL NOT BE COMPACTED.
3. GEOGRID SHALL BE MIRAFI BXG110 OR APPROVED EQUAL. GEOGRID SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
4. IF MORE THAN ONE ROLL WIDTH IS REQUIRED, ROLLS SHOULD OVERLAP A MINIMUM OF SIX INCHES.
5. REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER TYING AND CONNECTIONS.
6. LIMITED USE PERVIOUS ACCESS ROAD SHALL BE DRESSED AS REQUIRED WITH ONLY 1-4" CRUSHED STONE MEETING NYSDOT 703-02 SPECIFICATIONS.

BASIS OF DESIGN: TENCATE MIRAFI BXG110 GEOGRIDS; 365 SOUTH HOLLAND DRIVE, PENDERGRASS, GA; 800-685-9990 OR 706-693-2226; WWW.MIRAFI.COM

WOVEN GEOTEXTILE MATERIAL NOTES:

1. SPECIFIED GEOTEXTILE WILL ONLY BE UTILIZED IN PLACID SOILS. PLACID SOILS CONSIST OF POORLY DRAINED SOILS COMPOSED OF FINELY TEXTURED PARTICLES AND ARE PRONE TO RUTTING. PLACID SOILS ARE TYPICALLY PRESENT IN LOW-LYING AREAS WITH HYDROLOGIC SOILS GROUP (HSG) OF C OR D OR AS SPECIFIED FROM AN ENVIRONMENTAL SCIENTIST, SOIL SCIENTIST OR GEOTECHNICAL DATA.
2. THE CONCERN OF POTENTIAL REDUCTION OF NATIVE INFILTRATION RATES DUE TO THE GEOTEXTILE MATERIAL WOULD NOT BE A SIGNIFICANT CONCERN IN POORLY DRAINED SOILS WHERE SEGREGATION OF PERVIOUS STONE AND NATIVE MATERIALS IS CRUCIAL FOR LONG TERM OPERATION AND MAINTENANCE.

BASIS OF DESIGN: TENCATE MIRAFI BSI-SERIES WOVEN GEOSYNTHETICS; 365 SOUTH HOLLAND DRIVE, PENDERGRASS, GA; 800-685-9990 OR 706-693-2226; WWW.MIRAFI.COM

GENERAL NOTES:

1. USE OF THIS DETAIL/CRITERION IS LIMITED TO ACCESS ROADS USED ON AN OCCASIONAL BASIS ONLY (I.E. PROVIDE ACCESS FOR MOWING, EQUIPMENT REPAIR OR MAINTENANCE).
2. LIMITED USE PERVIOUS ACCESS ROAD IS LIMITED TO LOW IMPACT IRREGULAR MAINTENANCE ACCESS ASSOCIATED WITH RENEWABLE ENERGY PROJECTS IN NEW YORK STATE.
3. REMOVE STUMPS, ROCKS AND DEBRIS AS NECESSARY, FILL VOIDS TO MATCH EXISTING NATIVE SOILS AND COMPACTION LEVEL.
4. REMOVED TOPSOIL MAY BE SPREAD IN ADJACENT AREAS AS DIRECTED BY THE PROJECT ENGINEER. COMPACT TO THE DEGREE OF THE NATIVE IN SITU SOIL. DO NOT PLACE IN AN AREA THAT IMPEDES STORM WATER DRAINAGE.
5. GRADE ROADWAY, WHERE NECESSARY, TO NATIVE SOILS AND DESIRED ELEVATION. MINOR GRADING FOR CROSS SLOPE CUT AND FILL MAY BE REQUIRED.
6. REMOVE REFUSE SOILS AS DIRECTED BY THE PROJECT ENGINEER. DO NOT PLACE IN AN AREA THAT IMPEDES STORM WATER DRAINAGE.
7. ROADWAY WIDTH TO BE DETERMINED BY CLIENT.
8. THE LIMITED USE PERVIOUS ACCESS ROAD CROSS SLOPE SHALL BE 1.5% IN MOST CASES AND SHOULD NOT EXCEED 6%. THE LONGITUDINAL SLOPE OF THE ACCESS DRIVE SHOULD NOT EXCEED 15%.
9. LIMITED USE PERVIOUS ACCESS ROAD IS NOT INTENDED TO BE UTILIZED FOR CONSTRUCTION WHICH MAY SUBJECT THE ACCESS TO SEDIMENT TRACKING. THIS SPECIFICATION IS TO BE DEVELOPED FOR POST-CONSTRUCTION USE. SOIL RESTORATION PRACTICES MAY BE APPLICABLE TO RESTORE CONSTRUCTION RELATED COMPACTION TO PRE-EXISTING CONDITIONS AND SHOULD BE VERIFIED BY SOIL PENETROMETER READINGS. THE PENETROMETER READINGS SHALL BE COMPARED TO THE RESPECTIVE RECORDED READINGS TAKEN PRIOR TO CONSTRUCTION. EVERY 100 LINEAR FEET ALONG THE PROPOSED ROADWAY.
10. TO ENSURE THAT SOIL IS NOT TRACKED ONTO THE LIMITED USE PERVIOUS ACCESS ROAD, IT SHALL NOT BE USED BY CONSTRUCTION VEHICLES TRANSPORTING SOIL, FILL MATERIAL, ETC. IF THE LIMITED USE PERVIOUS ACCESS IS COMPLETED DURING THE INITIAL PHASES OF CONSTRUCTION AND UTILIZED TO REMOVE SEDIMENT FROM CONSTRUCTION VEHICLES AND EQUIPMENT PRIOR TO ENTERING THE LIMITED USE PERVIOUS ACCESS ROAD FROM ANY LOCATION ON, OR OFF SITE. MAINTENANCE OF THE PERVIOUS ACCESS ROAD WILL BE REQUIRED IF SEDIMENT IS OBSERVED WITHIN THE CLEAN STONE.
11. THE LIMITED USE PERVIOUS ACCESS ROAD SHALL NOT BE CONSTRUCTED OR USED UNTIL ALL AREAS SUBJECT TO RUNOFF ONTO THE PERVIOUS ACCESS HAVE ACHIEVED FINAL STABILIZATION.
12. PROJECTS SHOULD AVOID INSTALLATION OF THE LIMITED USE PERVIOUS ACCESS ROAD IN POORLY DRAINED ARES, HOWEVER IF NO ALTERNATIVE LOCATION IS AVAILABLE, THE PROJECT SHALL UTILIZE WOVEN GEOTEXTILE MATERIAL AS DETAILED IN FOLLOWING NOTES.
13. THE DRAINAGE DITCH IS OFFERED IN THE DETAIL FOR CIRCUMSTANCES WHEN CONCENTRATED FLOW COULD NOT BE AVOIDED . THE INTENTION OF THE DESIGN IS TO MINIMIZE ALTERATIONS TO HYDROLOGY, HOWEVER WHEN DEALING WITH 5%-15% GRADES NOT PARALLEL TO THE CONTOUR, A ROADSIDE DITCH MAY BE REQUIRED. THE NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROLS FOR GRASSED WATERWAYS AND VEGETATED WATERWAYS ARE APPLICABLE FOR SIZING AND STABILIZATION, DIMENSIONS FOR THE GRASSED WATERWAY SPECIFICATION WOULD BE DESIGNED FOR PROJECT SPECIFIC HYDROLOGIC RUNOFF CALCULATIONS, AND A SEPARATE DETAIL FOR THE SPECIFIC GRASSED WATERWAY WOULD BE INCLUDED IN THIS PRACTICE. RUNOFF DISCHARGE WILL BE SUBJECT TO THE OUTLET REQUIREMENTS OF THE REFERENCED STANDARD. INCREASED POST-DEVELOPMENT RUNOFF FROM THE ASSOCIATED ROADSIDE DITCH MAY REQUIRE ADDITIONAL PRACTICES TO ATTENUATE RUNOFF TO PRE-DEVELOPMENT CONDITIONS.
14. IF A ROADSIDE DITCH IS NOT UTILIZED TO CAPTURE RUNOFF FROM THE ACCESS ROAD, THE PERVIOUS ACCESS ROAD WILL HAVE A WELL-ESTABLISHED PERENNIAL VEGETATIVE COVER, WHICH SHALL CONSIST OF UNIFORM VEGETATION (I.E. BUFFER), 20 FEET WIDE AND PARALLEL TO THE DOWN GRADIENT SIDE OF THE ACCESS ROAD. POST-CONSTRICTION OPERATION AND MAINTENANCE PRACTICES WILL MAINTAIN THIS VEGETATIVE COVER TO ENSURE FINAL STABILIZATION FOR THE LIFE OF THE ACCESS ROAD.
15. THE DESIGN PROFESSIONAL MUST ACCOUNT FOR THE LIMITED USED PERVIOUS ACCESS ROAD IN THEIR SITE ASSESSMENT / HYDROLOGY ANALYSIS. IF THE HYDROLOGY ANALYSIS SHOWS THAT THE HYDROLOGY HAS BEEN ALTERED FROM PRE- TO POST-DEVELOPMENT CONDITIONS (SEE APPENDIX A OF GP-0-20-001 FOR THE DEFINITION OF "ALTER THE HYDROLOGY..."), THE DESIGN MUST INCLUDE THE NECESSARY DETENTION/RETENTION PRACTICES TO ATTENUATE THE RATES (10 AND 100 YEAR EVENTS) TO PRE-DEVELOPMENT CONDITIONS.

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

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ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

280 East Broad Street
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Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

DATE	DESCRIPTION

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STATE OF NEW YORK · ROBERT PAUL SIWIALA · 085487-1 · LICENSED PROFESSIONAL ENGINEER

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GRADING PLAN DETAILS

Drawing Number:

C007

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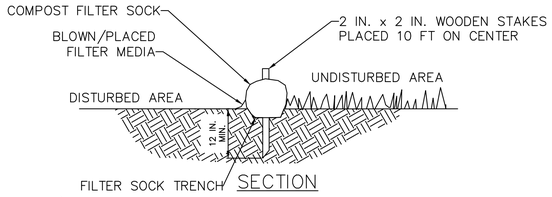
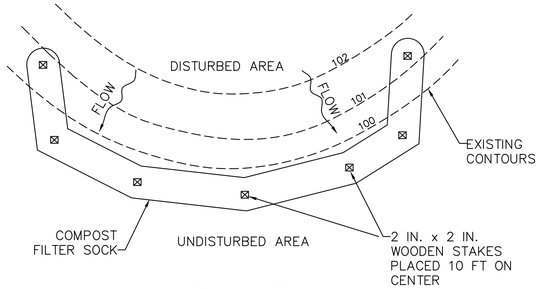


SECTION



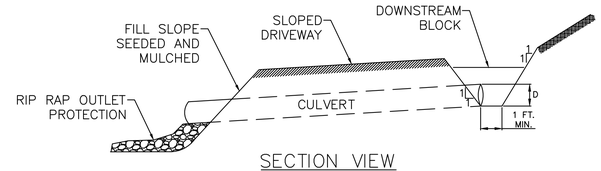
PLAN VIEW

NOTES:

1. SOCK FABRIC AND COMPOST SHALL MEET ALL STATE STANDARDS.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
4. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
5. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
6. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

18" COMPOST FILTER SOCK

NO SCALE



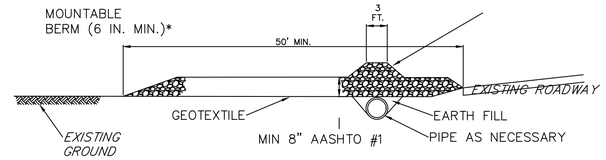
SECTION VIEW

NOTES:

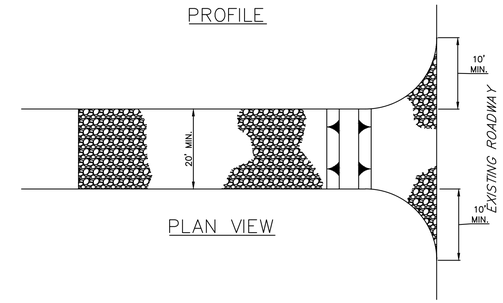
1. CUT AND FILL SLOPES SHALL BE STABILIZED IMMEDIATELY UPON COMPLETION OF DRIVEWAY GRADING. THESE AREAS SHALL BE BLANKETED WHEREVER THEY ARE LOCATED WITHIN 50 FEET OF A SURFACE WATER OR WITHIN 100 FEET OF AN HIGH QUALITY OR EXCEPTIONAL VALUE SURFACE WATER OR WHERE A SUITABLE VEGETATIVE FILTER STRIP DOES NOT EXIST.
2. A TOP DRESSING COMPOSED OF HARD, DURABLE STONE SHALL BE PROVIDED FOR SOILS HAVING LOW STRENGTH.
3. DRIVEWAY DITCHES SHALL BE PROVIDED WITH ADEQUATE PROTECTIVE LINING WHEREVER RUNOFF CANNOT SHEET FLOW AWAY FROM THE DRIVEWAY.
4. DRIVEWAY SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED DRIVEWAYS, DITCHES, OR CROSS DRAINS SHALL BE REPAIRED IMMEDIATELY.

CROSS CULVERT

NO SCALE



PROFILE



PLAN VIEW

* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE

NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

STABILIZED CONSTRUCTION ENTRANCE

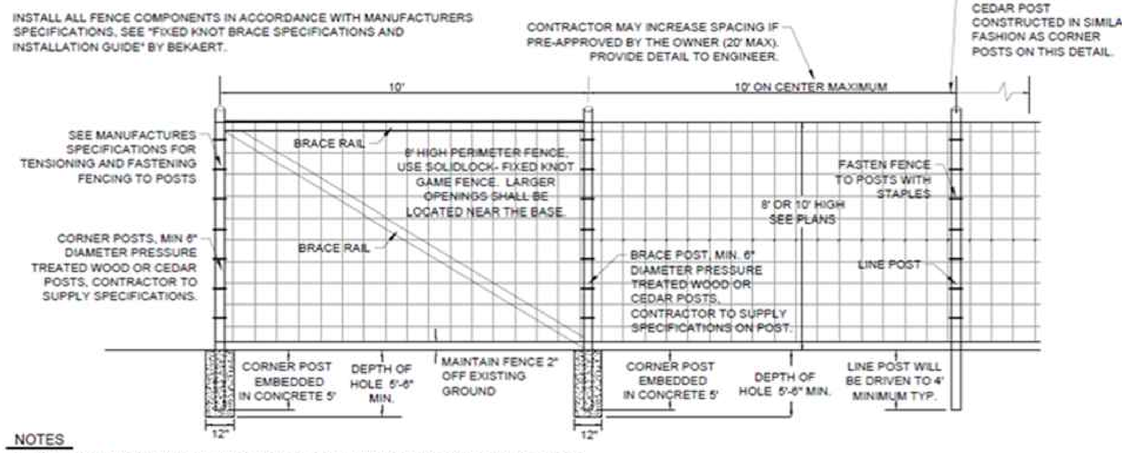
NO SCALE

FENCE MATERIAL:
SOLIDLOCK FIXED KNOT GAME FENCE SPECIFICATION:

- FENCE FABRIC SHALL BE BEKAERT ZA-6" FIXED KNOT GAME FENCE
- 96" OR 120" HIGH (FOR 120" HIGH CONTRACTOR MAY USE TWO SECTIONS FABRIC SECTIONS, SECTIONS MUST BE PERMANENTLY SECURED AT EACH WIRE FABRIC SQUARE ALONG THE WIRE FABRIC JOINT)
- 12.5 GAUGE WIRE
- CLASS 3 GALVANIZED

INSTALL ALL FENCE COMPONENTS IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS, SEE "FIXED KNOT BRACE SPECIFICATIONS AND INSTALLATION GUIDE" BY BEKAERT.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING FENCE.



NOTES

1. ADDITIONAL BRACING MAY BE REQUIRED ON LONGER FENCE RUNS. CONTRACTOR TO ADD ADDITIONAL BRACING WHEN CONTRACTOR OBSERVES CORNER POST DEFLECTION DURING FENCE TENSINOING/FASTENING.
2. FABRIC TO BE FASTENED TO POSTS WITH STAPLES APPROVED BY THE ENGINEER.
3. FENCE SHALL BE INSTALLED WITH 6"x6" OPENINGS AT THE BOTTOM.

PERIMETER FENCE DETAIL

NO SCALE

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

DETAILS I

Drawing Number:

C008

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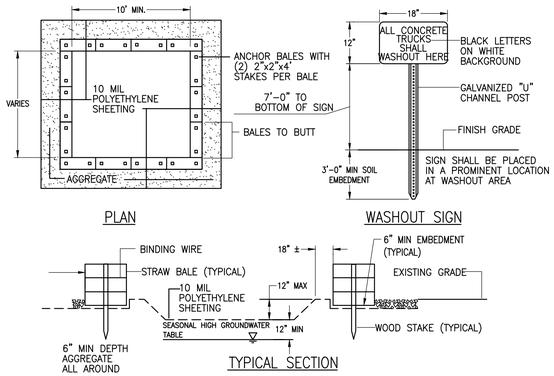
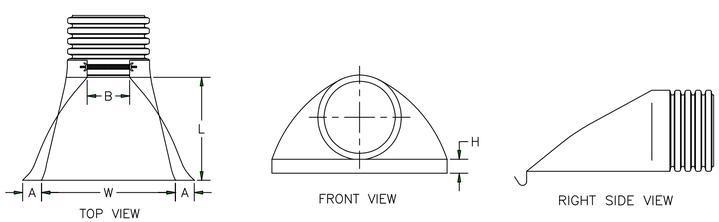


1. CONTAINMENT MUST BE STRUCTURALLY SOUND AND LEAK FREE AND CONTAIN ALL LIQUID WASTES.
2. CONTAINMENT DEVICES MUST BE OF SUFFICIENT QUANTITY OR VOLUME TO COMPLETELY CONTAIN THE LIQUID WASTES GENERATED.
3. WASHOUT MUST BE CLEANED OR NEW FACILITIES CONSTRUCTED AND READY TO USE ONCE WASHOUT IS 75% FULL.
4. WASHOUT AREA(S) SHALL BE INSTALLED IN A LOCATION EASILY ACCESSIBLE BY CONCRETE TRUCKS.
5. ONE OR MORE AREAS MAY BE INSTALLED ON THE CONSTRUCTION SITE AND MAY BE RELOCATED AS CONSTRUCTION PROGRESSES.
6. AT LEAST WEEKLY REMOVE ACCUMULATION OF SAND AND AGGREGATE AND DISPOSE OF PROPERLY.

CONCRETE WASHOUT

NO SCALE

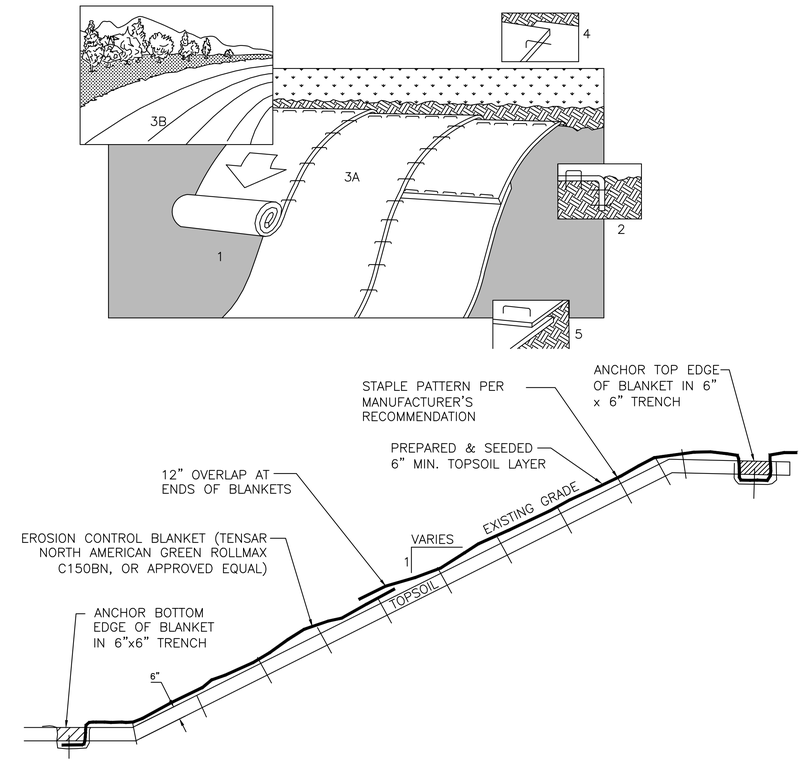
PIPE DIAMETER, in (mm)						
Diameter in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
A in (mm)	6.5 (165)	6.5 (165)	7.5 (191)	7.5 (191)	7.5 (191)	7.5 (191)
B (max) in (mm)	10.0 (254)	10.0 (254)	15.0 (381)	18.0 (475)	22.0 (559)	25.0 (635)
H in (mm)	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)	8.6 (218)	8.6 (218)
L in (mm)	25.0 (635)	25.0 (635)	32.0 (813)	36.0 (914)	58.0 (1473)	58.0 (1473)
W in (mm)	29.0 (737)	29.0 (737)	35.0 (889)	45.0 (1143)	63.0 (1600)	63.0 (1600)



NOTES:
1. PRODUCT SHOWN FROM ADS, INC. OF HDPE MEETING ASTM D3350 MINIMUM CELL CLASSIFICATION 213320C
2. AN ALTERNATIVE SUPPLIER CAN BE USED AS LONG AS MINIMUM SPECIFICATIONS ABOVE ARE MET
3. WHEN PROVIDED, METAL THREADED FASTENING ROD SHALL BE STAINLESS STEEL.
4. INVERT OF THE PIPE AND THE END SECTION SHALL BE AT THE SAME ELEVATION

TYPICAL FLARED END SECTION SPECIFICATION

NO SCALE



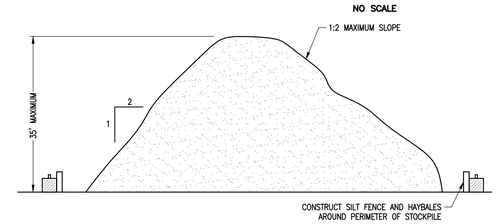
NOTES:

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 12" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
6. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL 3:1 OR STEEPER SLOPES WITH A MINIMUM OF 6 INCHES OF TOPSOIL.
7. THE USE OF FLEXIBLE GROWTH MEDIUM, BONDED FIBER MATRIX, OR POLYMER STABILIZED FIBER MATRIX, APPLIED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS, IS AN ACCEPTABLE ALTERNATIVE TO THE USE OF EROSION CONTROL BLANKET.

EROSION CONTROL BLANKET

NO SCALE

NO SCALE



NOTES:

1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. APPLICATION OF SOIL STABILIZATION MEASURES, I.E. SEEDING AND MULCH APPLICATION, SHALL BE COMPLETED WITHIN FOURTEEN (14) DAYS FROM THE DATA SOIL ACTIVITY HAS CEASED.
5. LOCATION OF THE SOIL STOCKPILE TO BE DETERMINED BY CONSTRUCTION MANAGER ON SITE.

STOCK PILE DETAIL

NO SCALE

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COMMUNITY SOLAR FARM PROJECT

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EAST SYRACUSE, NY 13057

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DATE	DESCRIPTION

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

DETAILS II

Drawing Number:

C009

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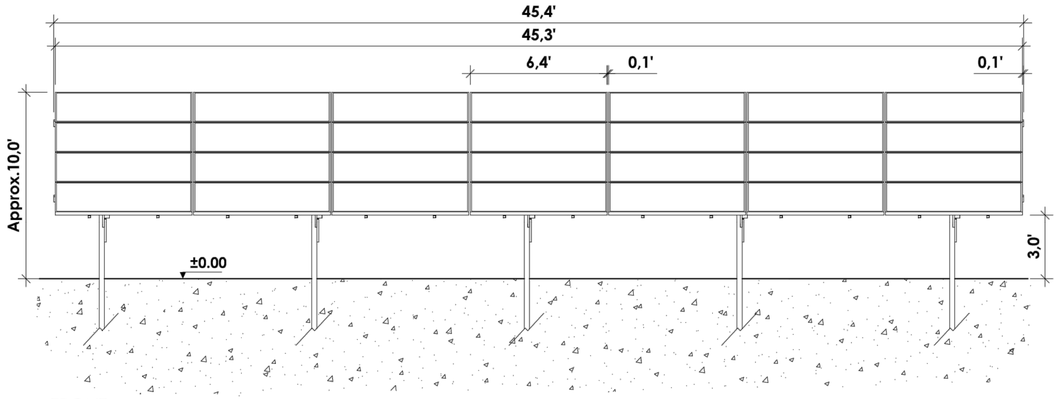
28 MODULES STRUCTURE



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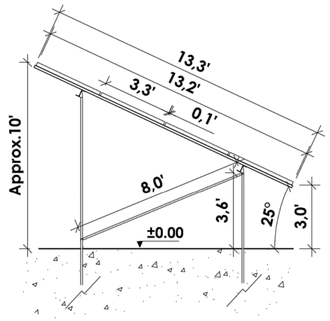

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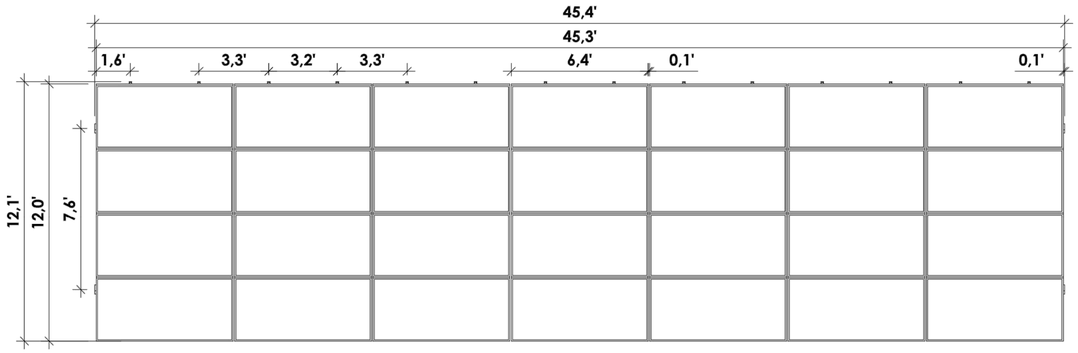
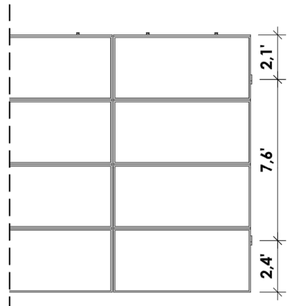


PLANT



PV PANEL CLAMPS POSITION

NOTES:

-TYPICAL INSTALLATION DIMENSIONS; MAY BE ADJUSTED TO SUIT FIELD CONDITIONS WITHIN THE TOLERANCES PROVIDED.
-FINAL DESIGN AND ENGINEERING PLANS IN DETAIL WILL BE PERFORMED BY RACKING MANUFACTURER

FEATURES:
- 4 x 7 - 25° - LANDSCAPE
- ETL CLASSIFIED TO UL2703
- CUSTOM ENGINEERED TO EXCEED APPLICABLE ASCE 7-10, IBC, AND UL STANDARDS
- ELECTRICALLY BONDED SYSTEM
- 30 AMP MAXIMUM FUSE RATING

FIXED TILT SOLAR ARRAY DETAIL

NO SCALE

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ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

280 East Broad Street
Suite 200
Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

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Landscape Architects & Surveyors, D.P.C

Project Manager:	Checked By:
ECR	RPS
Designed By:	Drawn By:
WD	WD
Date Issued:	Project Number:
12/18/20	14919.00

DETAILS III

Drawing Number:

C010

12/21/2020 6:39 PM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\1491900C008-C011_Details.dwg

Upland Seed Mix		
Low-Growing Wildflower & Grass Mix - ERNMX #156		
Seeding Rate: 20 lb per acre with a cover crop of grain rye at 30 lb per acre		
SCIENTIFIC NAME	**COMMON NAME**	**% OF MIX**
Festuca ovina	Sheep Fescue, Variety Not Stated	63.60%
Lolium multiflorum (L. perenne var. italicum)	Annual Ryegrass	17%
Linum perenne ssp. lewisii	Perennial Blue Flax	8%
Rudbeckia hirta	Blackeyed Susan, Coastal Plain NC Ecotype	2%
Coreopsis lanceolata	Lanceleaf Coreopsis, Coastal Plain NC Ecotype	2%
Chrysanthemum leucanthemum	Oxeye Daisy	2%
Chrysanthemum maximum	Shasta Daisy	1%
Chamaecrista fasciculata (Cassia f.)	Partridge Pea, PA Ecotype	1%
Papaver rhoeas, Shirley Mix	Corn Poppy/Shirley Mix	1%
Achillea millefolium	Common Yarrow	0.5%
Aster oblongifolius (Symphyotrichum oblongifolium)	Aromatic Aster, PA Ecotype	0.5%
Eupatorium coelestinum (Conoclinium c.)	Mistflower, VA Ecotype	0.5%
Monarda punctata, Coastal Plain SC Ecotype	Spotted Beebalm, Coastal Plain SC Ecotype	0.5%
Asclepias tuberosa	Butterfly Milkweed	0.3%
Pycnanthemum tenuifolium	Slender Mountainmint	0.1%
Company Information		
Ernst Conservation Seeds, Inc.		
Address: 8884 Mercer Pike, Meadville, PA 16335		
Phone: (800) 873-3321		
Web: http://www.ernstseed.com		

*OR APPROVED EQUIVALENT

NOTES:

1. WHEN FINAL GRADE IS ACHIEVED DURING NON–GERMINATING MONTHS, THE AREA SHOULD BE TEMPORARILY STABILIZED UNTIL THE BEGINNING OF THE NEXT PLANTING SEASON.
2. MULCHES SHOULD BE APPLIED AT THE RATES SHOWN IN THE MULCH APPLICATION RATES TABLE. VERY LITTLE BARE GROUND SHOULD BE VISIBLE THROUGH THE MULCH.
3. STRAW AND HAY MULCH SHOULD BE ANCHORED OR TACKIFIED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN.
4. TOPSOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A DEPTH OF 6 INCHES MINIMUM. SPREADING SHOULD BE DONE IN SUCH A MANNER THAT SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OR TILLAGE.
5. TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL OF SUBSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION.
6. WHEN USED AS A MULCH REPLACEMENT, THE APPLICATION RATE (THICKNESS) OF THE COMPOST SHOULD BE 1/2" TO 3/4". COMPOST SHOULD BE PLACED EVENLY AND SHOULD PROVIDE 100% SOIL COVERAGE. NO SOIL SHOULD BE VISIBLE.
7. PERMANENT STABILIZATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF EARTH DISTURBANCE.

SOIL AMENDMENT APPLICATION RATE EQUIVALENTS					
SOIL AMENDMENT		**PER ACRE**	**PER 1,000 SQ. FT.**	**PER 1,000 SQ. YD.**	**NOTES**
PERMANENT SEEDING	AGRICULTURAL LIME	6 TONS	240 LB.	2,480 LB.	OR AS PER SOIL TEST: MAY NOT BE REQUIRED IN AGRICULTURAL FIELDS
	10-10-20 FERTILIZER	1,000 L.B.	25 LB.	210 LB.	
TEMPORARY SEEDING	AGRICULTURAL LIME	1 TON	40 LB.	410 LB.	TYPICALLY NOT REQUIRED FOR TOPSOIL STOCKPILES
	10-10-20 FERTILIZER	500 LB.	12.5 LB.	100 LB.	

COMPOST STANDARDS	
ORGANIC MATTER CONTENT	80% - 100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
pH	5.5 - 8.0
MOISTURE CONTENT	35% - 55%
PARTICLE SIZE	98% PASS THROUGH 1" SCREEN
SOLUBLE SALT CONCENTRATION	5.0 dS/m (mmhos/cm) MAXIMUM

MULCH APPLICATION RATES				
MULCH TYPE	**APPLICATION RATE (MIN.)**			**NOTES**
	PER ACRE	**PER 1,000 SQ. FT.**	**PER 1,000 SQ. YD.**	
STRAW	3 TONS	140 LB.	1,240 LB.	EITHER WHEAT OR OAT STRAW, FREE OF WEEDS, NOT CHOPPED OR FINELY BROKEN
HAY	3 TONS	140 LB.	1,240 LB.	TIMOTHY, MIXED CLOVER AND TIMOTHY, OR OTHER NATIVE FORAGE GRASSES
WOOD CELLULOSE	1,500 LB.	35 LB.	310 LB.	DO NOT USE ALONE IN WINTER, DURING HOT AND DRY WEATHER OR ON STEEP SLOPES (> 3:1)
WOOD	1,000 LB. CELLULOSE	25 LB.	210 LB.	WHEN USED OVER STRAW OR HAY
WOOD CHIPS	4 - 6 TONS	185 - 275 LB.	1,650 - 2,500 LB.	MAY PREVENT GERMINATION OF GRASSES AND LEGUMES

SITE STABILIZATION – SEED MIX

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

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Project Manager: ECR
Checked By: RPS
Designed By: WD
Drawn By: WD
Date Issued: 12/18/20
Project Number: 14919.00

DETAILS IV

Drawing Number:

C011

12/21/2020 6:39 PM M:\Renewable Properties, LLC\014919.00 Renewable Properties RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\14919\0C009-C011_Details.dwg

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ARCHITECTS ENGINEERS PLANNERS

Via Hand Delivery
December 23, 2020

Randy Capriotti
Director of Code Enforcement
Town of Manlius, NY
301 Brooklea Drive
Fayetteville, NY 10366

Re: Site Plan and Special Use Permit Application
Proposed RPNY Solar 5, LLC Solar Project– Kirkville Road Solar Project
Kirkville Road Solar Farm
Town of Manlius, Onondaga County, New York

Dear Mr. Capriotti,

This submission serves as an application for Special Use Permit and Site Plan Approval for a proposed solar photovoltaic project ("Kirkville Road Solar Project") on a approximate 7-acre portion of a 27.65-acre parcel of vacant agricultural land located at tax parcel ID: 55-1-10.1 in the Town of Manlius. A prior application package had been submitted for this project on October 14th, 2020 by a previous consultant but had been deemed incomplete per a letter issued by the town on October 21st, 2020. Enclosed please find twelve (12) hard copies and an electronic copy of our submission on a thumb drive for the subject project enclosed, which includes:

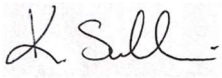
1. RPNY Solar 5, LLC Kirkville Road Town of Manlius Special Permit Application
2. RPNY Solar 5, LLC Kirkville Road Town of Manlius Planning Board Application
3. RPNY Solar 5, LLC Kirkville Road Lease Agreement/ Proof of Ownership
4. RPNY Solar 5, LLC Kirkville Road Utility Agreement
5. RPNY Solar 5, LLC Kirkville Road Exhibit A- Site Plan, Located in Site Plan Set
6. RPNY Solar 5, LLC Kirkville Road Exhibit B- Survey Map, Located in Site Plan Set
7. RPNY Solar 5, LLC Kirkville Road Exhibit C- Legal Description
8. RPNY Solar 5, LLC Kirkville Road Exhibit D- SWPPP
9. RPNY Solar 5, LLC Kirkville Road Exhibit E- Full Environmental Assessment Form (FEAF)
10. RPNY Solar 5, LLC Kirkville Road Exhibit G-Professional Fees Reimbursement Agreement
11. RPNY Solar 5, LLC Kirkville Road Disclosure Affidavit
12. RPNY Solar 5, LLC Kirkville Road Farmland Classification Documentation
13. RPNY Solar 5, LLC Kirkville Road Project Narrative
14. RPNY Solar 5, LLC Kirkville Road Property O&M Plan
15. RPNY Solar 5, LLC Kirkville Road Decommissioning and Removal Plan/ Estimate

A visual impact analysis is not included based on a discussion with the Town Engineer, Doug Miller. He recommended having this discussion with the Planning Board after their initial review. Exhibit F, Freshwater Wetlands Letter, is also not included. A wetland delineation was completed by the previous consultant and delineated wetlands and regulated NYSDEC 100-foot adjacent areas are shown on the enclosed site plan. Since the project is avoiding delineated wetlands under the jurisdiction of NYSDEC and the Corps and 100-ft wetland

adjacent areas regulated by NYSDEC, no permits or letters of permission are required from the Corps and/or NYSDEC.

We respectfully request to be placed on the agenda for the **January 11, 2021 Manlius Planning Board meeting**. A check for review of this Special Use Permit application has already been submitted with the previous application. Should you have any questions or require any additional information, please feel free to contact me at 607-333-3116 or via email at khsullivan@bergmannpc.com .

Sincerely,



Kelly Sullivan
SENIOR PROJECT MANAGER, BERGMANN
Cc: Stephanie Loucas, Brian Madigan, AICP, Erin Takata (RPNY Solar 5, LLC)
Dave Plante, AICP CEP (Bergmann – Rochester, NY)
Robert Switala, PE, CPESC, CPSWQ (Bergmann – Horseheads, NY)

TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)

DATE: October 7, 2020 Tax Map # 3138890 55.01.10.1

I Stephanie Loucas as applicant relative to property located at

7390 Kirkville Road, East Syracuse, NY 13057

hereby request/apply for issuance/renewal (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.

Applicant's Signature

A 1. Owner(s) of property: Abdulah Alemic

A 2. Status (Owner, Lessee) of each applicant: Lesee

A 3. Present Zoning of Property: Restricted Agriculture

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): Single family residential

A5Describe property condition at present: Single family home with outbuildings and large undeveloped open space to south of frontage on Kirkville Road

B 1. Proposed use of property: Single family residence with addition of a small scale community solar project

B 2. Anticipated number of employees, guests, customers on property:
The project will be remotely operated and does not require full time staff for O&M. Regular maintenance items over the life of the system will include washing the dust off the panels at least twice a year and managing vegetation growth.

B 3. Hours of Proposed Operation: The project will generate electricity during daylight hours

dd/2017

B 4. Anticipated Automobile Parking: N/A

B 5. Parking Area Buffer/Screening: N/A

B 6. Anticipated Vehicle Traffic Volume/Flow: The Project will not generate any traffic, and once constructed requires very little ongoing maintenance.

B 7. Proposed Site Lighting: No lighting proposed.

B 8. Anticipated noise sources, known decibel levels: The noise generated by the power conversion devices and transformers is minimal, consisting mostly of low humming and cooling fans.
~ 37dBA when observed from 50 feet away (inside the project area)
Quieter than a cycling refrigerator and only noticeable if standing within the solar array

B 9. Landscape:

a) Existing landscaping: The project area is currently a mix of maintained lawn with trees interspersed

b) Proposed landscaping: n/a

B 10. Proposed Signage: No signage is proposed.

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): The project will not require public water, sewer, or other resources

B 12. Specific Requirements:

	Town Code (District) Requirement:	Proposal:
Parking Spaces	n/a	n/a
Lot Coverage		
Front Yard Setback	50'	50'
Side Yard Setback	50'	50'
Rear Yard Setback	50'	>1,000'
Maximum Height of Building	-	8' (from ground surface to max height of panel)

Expected Fee: _____

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION

DATE: 10/8/20

Name of Project: Kirkville Road Solar

Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.

Location of Project: **7390 Kirkville Road East Syracuse, NY 13057**

Type of Project:

◯ Division of Land ◯ Subdivision ◯ Accessory Use ◯ Zone Change ⊗ Site Review ◯ Other _____

Developer: Wildcat Renewables, LLC Phone: 415-449-1528

Address: 879 Sanchez Street, San Francisco, CA Zip: 94114

Tax Map Number(#)/s: 313889 055.01.10.1

Present Zoning: RA Desired Zoning: N/A

Total Acreage: Project: 7 acres, Parcel: 27 acres Total Number of Lots: N/A

Property Owner/s: Abdulah Alemic Phone: 315-560-4113

Address: 6533 N. MANLIUS ROAD, Kirkville, NY Zip: 13082

Tax Map#(s): _____ Owner's Signature: A. Alemic

Printed Name: Abdulah Alemic

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Use next page for additional known property owners' information

---

Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ◯ Credit/Debit Card ◯ Check ◯ Cash

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION
(continued)

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 - Project and Sponsor Information
Wildcat Renewables, LLC

Name of Action or Project:
Site Plan and Special Use Permit

Project Location (describe, and attach a location map):
7390 Kirkville Road, East Syracuse, NY 13057 (See Exhibit 2.0 of filing for Site Plan)

Brief Description of Proposed Action:
On behalf of Renewable Properties, LLC, Wildcat Renewables, LLC is proposing to construct the "Kirkville Road Solar Project" ("Project"), a small-scale community solar project located on approximately 7-acres of an approximately 27-acre parcel (APN: 313889 055.-01-10.1) in the Town of Manlius. Wildcat Renewables, LLC has entered into a lease agreement with the property owner (Abdulah Alemic) to facilitate the development of this Project. National Grid completed the Coordinated Electric System Interconnect (CESIR) Review in July 2020. The addition of the project will require minor upgrades to the existing distribution system.

Name of Applicant or Sponsor:	Telephone: 415-449-1528
Wildcat Renewables, LLC	E-Mail: stephanie@renewprop.com

Address:
879 Sanchez Street

City/PO:	State:	Zip Code:
San Francisco	CA	94114

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	X	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: The Project will peruse a Payment in Lieu of Tax (PILOT) agreement and comply with all federal, state and local permitting requirements.		X

3.a. Total acreage of the site of the proposed action? 27 acres
b. Total acreage to be physically disturbed? 7 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 27 acres

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

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	X	☐
b. Consistent with the adopted comprehensive plan?	☐	X	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify:	X	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	X	☐
b. Are public transportation service(s) available at or near the site of the proposed action? N/A	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? N/A	☐	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	X	☐
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: The project will not use potable water	X	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: The project will not generate wastewater	X	☐
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	X	☐
b. Is the proposed action located in an archeological sensitive area?	X	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	X
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: No. The project has been designed to avoid potential impacts to State mapped DEC wetlands and buffer areas.	X	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☒ Early mid-successional

☐ Wetland ☐ Urban ☒ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? A site specific biological resource evaluation will be conducted	☐	X
16. Is the project site located in the 100 year flood plain?	X	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	X	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? ☐ NO ☐ YES If Yes, briefly describe:		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: The former Greiner Orchards site is located across from the ESM Central High School, about a quarter of a mile west of the project site. Pesticide usage associated with the orchard resulted in contamination of the site.	X	

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

Applicant/sponsor name: Stephanie Loucas Date: 10.14.20

Signature: SR

STOP

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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

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

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

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

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

COVER SHEET

LEASE AGREEMENT

Effective Date	December [19], 2019	
Lease Commencement Date	The Effective Date	
Lessor	Abdulah Alemic	
Lessee	Wildcat Renewables, LLC	
Property address	7390 Kirkville Road, East Syracuse, NY 13057	
Premises	Approximately 27.65 acres, as may be adjusted pursuant to Section 3(c)	
Rent	[redacted]	
Development Period	Twenty Four (24) months after the Effective Date, as may be extended pursuant to Section 5(b)	
Extended Term	Twenty (20) years commencing upon the earlier of (i) the date the System begins commercial operation; or (ii) the expiration of the Development Period, as may be extended by Section 6	
Extension Exercise Notice Deadline[1]		
Addresses for Notices	Lessee: Wildcat Renewables, LLC c/o Renewable Properties, LLC 879 Sanchez Street San Francisco, CA 94114 Attn: Aaron Halimi	Lessor: Abdulah Alemic 6533 N Manlius Road Kirkville, NY 13082

[1] Parties agree to write in once Extension Exercise Notice is delivered.

LEASE AGREEMENT

This Lease Agreement ("***Lease***") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "***Party***" and together, the "***Parties***").

A. The real property owned by Lessor that is the subject of this Lease including access rights and Easements ("***Premises***") and the property on which the Premises is located, if larger, ("***Property***"), is more particularly described in the attached Exhibit A, as may be adjusted pursuant to Section 3(c) below.

B. Lessee desires to obtain the exclusive right to occupy the Premises and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

[redacted]

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

1. **Definitions**. Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. **Development Period**. During the Development Period, and if applicable, the Extended Term, Lessor shall cooperate with (i) the performance of Tests, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (collectively, "***Governmental Approvals***") and (iii) the securing by Lessee at Lessee's expense of all other leases, agreement, licenses and Permits or authorizations that relate to other Property or Premises. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form. In connection with the foregoing, Lessee shall reimburse Lessor for all governmental fees and expenses for the Governmental Approvals within thirty (30) days after written demand therefor.

3. **Leased Premises, Use and Related Rights**.

(a) Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Lease for a period co-terminus with the Lease, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities and related rights to the Premises and/or any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the "***Easements***"). The Easements are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessor shall execute and have notarized a commercially reasonable recordable document to memorialize the Easement, which Lessee may record in the office where real estate records are customarily filed in the jurisdiction of the Premises.

(b) Lessor hereby grants Lessee an easement measured at angles of three hundred sixty (360) degrees horizontally and three hundred sixty (360) degrees vertically from the boundaries of the Leased Premises as necessary to enjoy the rights granted pursuant to Section 3(c).

(c) Lessor hereby grants Lessee an irrevocable easement for the exclusive right and easement to use, convert, maintain and capture the solar energy resources on, over and across the Premises, and for the free and unobstructed insolation and flow of the solar energy resources on, about, over and across the Premises, together with the exclusive right to (i) develop, use, convert, maintain and capture such solar energy resources, (ii) convert the solar energy resources into electrical energy and (iii) derive and keep all credits and income from these activities (subject to the payment of fees to Lessor, as set forth in this Lease).

[redacted]

(e) Lessor hereby grants Lessee the right to use and occupy the Premises for any lawful use, including without limitation, installing and operating one or more solar photovoltaic electric generating systems, designed to produce electricity and deliver such electricity to the electric interconnection point, and all related appurtenances.

[redacted]

(g) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators).

[redacted]

5. **Term and Termination; Removal**.

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be sooner terminated or extended. Notwithstanding anything to the contrary herein, the Expiration Date shall not occur prior to the expiration of any power purchase, energy sales, utility credit purchase or similar agreement entered into by Lessee to sell the products generated by the System.

(b) The Development Period shall commence on the Effective Date and terminate on the date that is twenty-four (24) months thereafter, provided such period may be extended by Lessee for an additional twelve (12) months upon written extension notice by Lessee to Lessor given within the Development Period (the "***Development Period***").

(c) Notwithstanding anything to the contrary herein, Lessee may terminate this Lease immediately upon thirty (30) days written notice to Lessor without penalty or further liability within the Development Period if: (i) Lessee determines that the System cannot be installed and operated according to the investment criteria of Lessee's debt or equity financing sources and the provisions of the applicable power purchase agreement and interconnection agreement, (ii) if Lessee receives unacceptable Test results, (iii) if Lessee does not obtain, maintain or otherwise forfeits or cancels any necessary license, permit or Governmental

Approval, or (iv) in Lessee's sole and absolute discretion. If Lessee determines that the condition of the title to the Premises could delay, interfere with, impair or prevent Lessee's development, operation or financing of the System, Lessee shall notify Lessor of such condition and Lessor shall remove such condition prior to the expiration of the Development Period. If Lessor is unable to remove such condition within such period, Lessee shall have the option upon written notice to Lessor prior to the end of such period, to extend the Development Period for thirty (30) days to allow for Lessor to remove such condition.

[redacted]

7. **System Construction; Lessor Acknowledgment**. Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. Throughout the Lease Term, Lessee shall have the right to construct, operate, maintain, clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be necessary. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the system. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the System.

8. **Access to Premises**.

(a) Commencing on the Effective Date and throughout the Lease Term, Lessee shall have the exclusive right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations ("***Tests***"), and design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System on the Premises. Lessor shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System and access for rigging and material handling, and including a temporary, reasonable area for construction

laydown, as further described on Exhibit B or as reasonably designated by Lessor from time to time. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation of the System, subject to compliance with Lessee's safety rules and Applicable Laws, and subject at all times to the sole and absolute discretion of Lessee's construction manager; provided, however, that Lessor shall not interfere with the installation of the System or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the System.

(b) Lessee and Lessee Parties shall at all times conduct themselves in a professional manner at the Premises and shall observe the reasonable requests of Lessor. Lessee shall use reasonable care in entering and exiting the Premises, and in its storage of equipment and materials at the Premises or Property.

(c) Upon termination of the Lease, Lessee shall, at Lessee's sole cost and expense, promptly remove any and all liens, improvements, personal property, equipment, goods, and other property, and all trash, debris, and other refuse from the Premises that is the result of Tests, and shall have no other rights in and to the Premises or Property.

9. **Statutory and Regulatory Compliance**. Lessee, Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

[redacted]

11. **Representation and Warranties of the Parties as to Authorization and Enforceability**

Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be

limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

12. **Representations, Warranties and Covenants of the Lessor**

[redacted]

[redacted]

[redacted]

(e) Hazardous Substances. Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(f) Condition of Premises. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(g) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

[redacted]

[redacted]

14. **Hazardous Substances**. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any such Hazardous Substances, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Parties may suffer or incur due to any actions, that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property not caused by Lessee. This Section 14 shall survive the termination or expiration of this Lease.

15. **Maintenance**. Throughout the Lease Term, any Extension Term and through the Removal and Restoration Date, Lessee shall have the right: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole discretion determines to be necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence.

16. **Insurance**.

(a) Generally. Lessor and Lessee shall each maintain the insurance coverages set forth in Exhibit D in full force and effect throughout the Lease Term either through insurance policies, or self-insured programs reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) Waiver of Subrogation. Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) System Loss. In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("***System Loss***"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, (i) this Lease shall terminate automatically effective upon the date of such System Loss, (ii) Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss, and (iii) Lessor shall promptly return to Lessee any prepaid but unearned rent.

17. **Taxes**.

AK

[redacted]

18. **Liability and Indemnity**.

[redacted]

[redacted]

(c) This Section 18 shall survive the termination of this Lease.

[redacted]

22. **Defaults and Remedies**.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date set forth on the Cover Sheet.

LESSOR:

ABDULAH ALEMIC

By: A. Alemic
Name: Abdulah Alemic
Title: Lessor

LESSEE:

WILDCAT RENEWABLES, LLC

By: Renewable Properties Holdings, LLC, its sole member

By: Renewable Properties, LLC, its sole member

By:
Name: Aaron Halimi
Title: President

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

Legal description of the Property and Premises
including a parcel map and/or an abstract of survey, if available.

That real property in Onondaga County, New York, City of East Syracuse, located at 7390 Kirkville Road, totaling approximately +/- 27.65 acres, known as Assessor's Parcel Number 313889 055.-01-10.1, described as follows:

[The Parties agree to insert a legal description at a later date as and when provided by a Nationally Recognized Title Company and approved by the Lessee during the Development Period.]

EXHIBIT B
SYSTEM SPECIFICATIONS AND SITE PLAN

[Insert drawing showing the proposed general arrangement of the System on the Premises]

EXHIBIT C
DEFINITIONS

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"***Applicable Law***" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"***Bankruptcy Event***" means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

"***Business Day***" means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

"***CRP Contract***" means a Conservation Reserve Program contract affecting the Leased Premises and to which Landowner is a party with the United States Department of Agriculture pursuant to 7 C.F.R. Part 1410, including any amendments or modifications thereto.

"***CRP Program***" means the Conservation Reserve Program or any substantially similar program adopted pursuant to state or federal Law.

"***Environmental Attributes and Incentives***" means any tax credit, renewable energy credit, "REC," emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

"***Environmental Claims***" means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any

Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party's activities on the Property.

"***Environmental Law***" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

"***Expiration Date***" the date on which the Lease Term as such date may be extended in accordance with the Lease, expires or the date on which this Lease is terminated, whichever is earlier.

"***Financing Party***" means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Commencement Date and shall confirm any change in such contact information upon request of Lessor.

"***Force Majeure Event***" means, when used in connection with the performance of a Party's obligations under this Lease, any events or circumstances beyond the affected Party's reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party's performance of its obligations under this Agreement. To the extent the foregoing requirements are met, Force Majeure Event may include but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party's failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

"***Governmental Approval***" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"***Governmental Authority***" means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

"***Hazardous Substances***" means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mylotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined

by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

"***Lease Term***" means the period that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.

"***Lessee Party***" or "***Lessee Parties***" means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives and invitees.

"***Lessor Parties***" means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

"***Local Electric Utility***" means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and/or transmission interconnection services to Lessee for Lessee's System.

"***Mortgage***" means security interests, including deeds of trusts, in all or in part of the System.

"***Permits***" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"***Removal and Restoration Date***" means the date that is one hundred-eighty (180) days after the Expiration Date.

"***System***" means the solar photovoltaic system to be installed and operated at the Premises, as more particularly described and depicted in Exhibit B attached hereto and incorporated herein, together with all energy storage systems, utility lines, electrical production, transmission and distribution facilities, hardware and materials, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, features and improvements necessary to produce electric energy at such facility (excluding power to the Property).

EXHIBIT D
INSURANCE

[redacted]

APPENDIX A

NEW YORK STATE STANDARDIZED CONTRACT FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS AND/OR ENERGY STORAGE SYSTEMS WITH CAPACITY OF 5 MW OR LESS CONNECTED IN PARALLEL WITH UTILITY DISTRIBUTION SYSTEMS

Interconnection Customer Information:

Name: Wildcat Renewables, LLC.

Address: 7390 Kirkville Rd. East Syracuse, NY 13057

Telephone: 415-480-4217

Fax: _____

Email: erin@renewprop.com

Unit Application/File No.: _____

Utility Information:

Name: Niagara Mohawk Power Corporation .
D/b/a National Grid

Address: 1125 Broadway, Albany, NY 12204

Telephone: 1-800-642-4272

nCAP: https://ngus.force.com/s/

Email: DistributiveGenerationSerivices-NY@NationalGrid.com

Utility Account Number: 8383391006

DEFINITIONS

Delivery Service means the services the Utility may provide to deliver capacity or energy generated by the Interconnection Customer to a buyer to a delivery point(s), including related ancillary services.

Energy Storage System (ESS) means a commercially available mechanical, electrical, or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may be stand-alone or paired with a distributed generator at a point of common coupling.

Interconnection Customer means the owner of the Unit.

Interconnection Facilities means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

Premises means the real property where the Unit is located.

SIR means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 5 MW or less connected in parallel with the Utility's distribution system.

Unit means the distributed generation, stand-alone ESS, or combined generation and ESS facilities approved by the Utility for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Interconnection Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity or inverter/converter rating of the Unit shall not exceed 5 MW.

Utility means [insert legal name of the interconnecting utility].

I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

a. The Interconnection Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.

b. Failure by the Interconnection Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.

c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.

d. The Utility may, by giving the Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with an upgrade to the SIR, unless the Interconnection Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Interconnection Customer is not eligible for Delivery Service from the Utility

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Utility and the Interconnection Customer agree that the Unit may be interconnected to and operated in parallel with the Utility’s system.

III. Electricity Not Covered: The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility’s System unless the system is net metered as described in Public Service Law Section 66-l.

INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Interconnection Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Utility may, in its discretion and upon reasonable notice, perform reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs

3.3 Observation of the Unit - Ten-day Period: The Utility may perform on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The Unit will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection Customer must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to perform an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Utility may perform on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of Interconnection Customer installations generally.

3.6 Costs of Interconnection Facilities: During the term of this Agreement, the Utility shall design, construct and install the Interconnection Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Interconnection Facilities attributable to the Interconnection Customer's Unit. All costs associated with the operation and

maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Utility.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Utility may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Interconnection Customer has tampered with any protective device. The Utility shall notify the Interconnection Customer of the emergency if circumstances permit. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an emergency condition that affects the Unit that may reasonably be expected to affect the Utility EPS.

4.2 Non-Emergency Disconnection Due to Unit Performance: The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers; (d) the ESS does not operate in compliance with the operating parameters and limits described in Attachment 1 to this Agreement.

4.3 Non-Emergency Disconnection for Utility Work: The Utility may disconnect the Unit after notice to Interconnection Customer when necessary for routine maintenance, construction, and repairs on the Utility EPS. The Interconnection Customer may request to reconnect its service prior to the completion of the Utility's work. The Utility shall accommodate such requests, provided that the Interconnection Customer shall be responsible for the costs of the Utility's review and any system modifications required to reconnect the Unit ahead of schedule.

4.4 Disconnection by Interconnection Customer: The Interconnection Customer may disconnect a Unit with an AC nameplate rating above 300 kW upon 18 hours advance notice to the Utility if the planned shutdown will last 8 hours or more. For non-emergency forced outages lasting 8 hours or more, the Interconnection Customer shall notify the Utility within 24 hours of the commencement of the shutdown

4.5 Utility Obligation to Cure Adverse Effect: If, after the Interconnection Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system, the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and the Utility.

V. ACCESS

5.1 Access to Premises: The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

5.2 Utility and Interconnection Customer Representatives: The Utility shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Interconnection Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Interconnection Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Interconnection Customer does not own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current International Institute for Conflict prevention & Resolution Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars ($2,000), the Interconnection Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1. Commercial General Liability: The Interconnection Customer shall, at its own expense, procure and maintain throughout the period of this Agreement the following minimum insurance coverage:

7.1.1. Commercial general liability insurance with limits not less than:

7.1.1.1. Five million dollars ($5,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than five (5) MWAC;

7.1.1.2. Two million dollars ($2,000,000) for each occurrence and five million dollars ($5,000,000) in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than one (1) MWAC and less than or equal to five (5) MWAC;

7.1.1.3. One million dollars ($1,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than or equal to 300 (kWAC) and less than or equal to one (1) MWAC

7.1.2. Any combination of general liability and umbrella/excess liability policy limits can be used to satisfy the limit requirements of Section 7.1.1 (a).

7.1.3. The general liability insurance required to be purchased in Section 7.1 (a) may be purchased for the direct benefit of the Utility and shall respond to third party claims asserted against the Utility (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 7.3(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Utility and the Utility will be designated as the primary and "Named Insured" under the policy.

7.2. General Commercial Liability Insurance: The Interconnection Customer is not required to provide general commercial liability insurance for facilities with an AC nameplate rating of 300 kW or less. Due to the risk of incurring damages however, the New York State Public Service Commission ("Commission") recommends that the Interconnection Customer obtain adequate insurance. The inability of the Utility to require the Interconnection Customer to provide general commercial liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Interconnection Customer to recover damages

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7.3. Insurer Requirements and Endorsements: All required insurance shall be written by reputable insurers authorized to conduct business in New York. In addition, all general liability insurance shall, (a) include the Utility as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the Utility shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to the Utility prior to cancellation or termination of such insurance, with the exception of a ten (10) days' notice in the event of premium non-payment; provided that

to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Utility as required above.

7.4. Evidence of Insurance: Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. Prior to the Utility commencing work on System Modifications, and annually thereafter, the Interconnection Customer shall have its insurer furnish to the Utility certificates of insurance evidencing the insurance coverage required above.

7.4.1 If coverage is on a claims-made basis, the Interconnection Customer agrees that the policy effective date or retroactive date shall be no later than the effective date of this agreement, be continuously maintained throughout the life of this agreement, and remain in place for a minimum of three (3) years following the termination of this agreement or if policies are terminated will purchase a three-year extended reporting period. Evidence of such coverage will be provided on an annual basis.

7.4.2 In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Utility.

7.5. Self-Insurance: If the Interconnection Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, the Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Utility:

7.5.1. The Interconnection Customer shall provide to the Utility, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.

7.5.2. If the Interconnection Customer ceases to self-insure to the standards required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of the Interconnection Customer’s financial ability to self-insure, the Interconnection Customer agrees to promptly obtain the coverage required under Section 7.1.

7.6. Utility Obligation to Maintain Insurance: The Utility agrees to maintain general liability insurance or self-insurance consistent with its existing commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility’s liabilities undertaken pursuant to this Agreement.

7.7. Notification Obligations: The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

VIII. LIMITATION OF LIABILITY

8.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special,

consequential, or punitive damages of any kind whatsoever. Nothing herein is meant to limit the liability of a Party to an unaffiliated third-party claimant.

IX. INDEMNITY

9.1 This provision protects each Party from liability incurred to third parties arising from actions taken pursuant to the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 7.

9.2 Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, to the extent arising out of or resulting from the Indemnifying Party's action or failure to meet its obligations under this Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

9.3 If a Party is obligated to indemnify and hold the Indemnified Party harmless under this section, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual loss, as adjudicated by the Indemnifying Party's insurance carrier, net of any insurance or other recovery.

9.4 Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this section may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any unintentional failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

X. CONSEQUENTIAL DAMAGES

10.1 Other than as expressly provided for in this Agreement or pursuant to the utility tariff, neither Party shall be liable to the other Party under any provision of this Agreement for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

XI. MISCELLANEOUS PROVISIONS

11.1 Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

11.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

11.3 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

11.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

11.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

11.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

11.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

11.8 Assignment to Corporate Party: At any time during the term, the Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

11.9 Assignment to Individuals: At any time during the term, the Interconnection Customer may assign this Agreement to another person, other than a corporation or other

entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

11.10 Permits and Approvals: Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

11.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Interconnection Customer

Signature: _____

Printed Name: Aaron Helmi

Title: Date: 10/8/19

Utility Signature: _____

Printed Name: Title: _____

Date: _____

APPENDIX A

Site Plan

See Site Plan Set

APPENDIX B

Survey Map

Located in Site Plan Set

APPENDIX C

Legal Description

Turning Point Land Surveying

Dick Lighton Jr.
205 Longmeadow Drive
Syracuse, NY 13205
Phone: (315) 492-4121
Fax: (315) 492-4121

7390 Kirkville Road

Part of Lot #34 – Town of Manlius
27.542 Acres

All that tract and/or parcel of land situate in the Town of Manlius, County of Onondaga and State of New York, being a Part of Lot #34 in said Town and being more particularly bounded and described as follows:

Beginning at the intersection of the present centerline of Kirkville Road with the westerly line of lands conveyed to Theodore G. and Deborah L. Uzunoff in Liber of Deeds 4114 at page 210, said point of intersection being the northwesterly corner thereof and in the northerly line of said Lot #34 and the southerly line of Lot #25 in said Town, said point of beginning also being westerly, a distance of 2817.00+/ feet, as measured along said centerline of Kirkville Road, from its intersection with the present centerline of Schepps Corners Road;

Thence S. 00°-49'-13" W., along the westerly line of said lands conveyed to Uzunoff, a distance of 200.00 feet to the southwesterly corner thereof;

Thence S. 89°-17'-04" E., parallel with the said centerline of Kirkville Road and along the southerly line of said Uzunoff's lands, a distance of 150.00 feet to its intersection with the westerly line of lands conveyed to Dennis J. Flynn in Liber of Deeds 3454 at Page 18, said point of intersection being the southeasterly corner of said Uzunoff;

Thence S. 00°-49'-13" W., along the westerly line of said lands conveyed to Flynn, a distance of 194.99 feet to the southwesterly corner thereof:

Thence S. 89°-17'-04" E., along the southerly line of said lands conveyed to Flynn and parallel with the said centerline of Kirkville Road, a distance of 166.00 to a point in the westerly line of lands conveyed to John Cartino in Liber of Deeds 2996 at Page 209;

Thence S. 00°-49'-13" W., along the said westerly line of lands conveyed to Cartino, a distance of 2036.67 feet to its intersection with the northerly line of Section B, "Helfer Estates", according to map thereof filed in the Onondaga County Clerk's Office on March 13, 1968 as Map #4922, said point of intersection also being situate in the northerly line of the Village of Minoa;

Thence N. 89°-33'-37" W., along the northerly line of said Section B and the northerly of Section C, "Helfer Estates", according to said Map

Turning Point Land Surveying

Dick Lighton Jr.
205 Longmeadow Drive
Syracuse, NY 13215
Phone (315) 492-4121
Fax (315) 492-4121

#4922 and the northerly line of said Village of Minoa, a distance of 532.41 feet to its intersection with the easterly line of Lot #107 in said Section C, said point of intersection being an angle point in the said Village line;

Thence N. 00°-49'-13" E., along the said easterly line of Lot #107 and the easterly line of Section F, "Helfer Estates", according to a map thereof filed in the Onondaga County Clerk's Office on June 29, 1971 as Map #5122 and also along an easterly line of said Village of Minoa and the northerly prolongations thereof, a distance of 2434.22 feet to a point in the said centerline of Kirkville Road and the northerly line of said Lot #34, said point being the northeasterly corner of lands conveyed to Connie M. Mulcahy in Liber of Deeds 3149 at Page 83;

Thence S. 89°-17'-04" E., along the said northerly line of Lot #34 and the said centerline of Kirkville Road, a distance of 216.40 feet to the point and place of beginning.

The hereinbefore described parcel of land contains 27.542+/- acres of land and is subject to and together with any and all easements, restrictions and/or rights of way of record.

APPENDIX D

Stormwater Pollution Prevention Plan

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Kirkville Road Solar Project

TOWN OF MANLIUS

STORMWATER POLLUTION PREVENTION PLAN

Town of Manlius
Onondaga County, New York
December 18, 2020

PREPARED FOR:

RPNY SOLAR 5, LLC
879 Sanchez Street
San Francisco, CA 94114

PREPARED BY:

Bergmann

2665 Corning Road
Horseheads, NY 14903

Phone: 607.795.1110

www.bergmannpc.com

Stormwater Pollution Prevention Plan (SWPPP)

KIRKVILLE ROAD SOLAR PROJECT – TOWN OF MANLIUS
INSTRUCTIONS TO OWNER/OPERATOR/OPERATOR'S ENGINEER AND CONTRACTORS

Responsibilities for Compliance with Storm Water Discharge Permit Regulations at Construction Sites

Operator's Engineer's Responsibilities:

1. Prepare the SWPPP using good engineering practices, Best Management Practices, and in compliance with all federal, state and local permit requirements. This preparation shall also include providing a description of the Project as it relates to site ownership and development responsibilities. The Operator's Engineer shall also prepare the SWPPP Ledger for use in the implementation and documentation of the SWPPP at the Project during Construction Activities.
2. Prepare the NOI form for the Operator's signature and forward to Operator for signature; submit the signed form to the appropriate regulatory agency along with any required fees and attachments. SWPPP must be complete prior to NOI submittal.
3. Include a signed NOI in the SWPPP prepared for the Project.
4. Participate at the pre-construction meeting with Contractor and appropriate subcontractors, which should include a review with all parties of the requirements of the SWPPP, if requested by Operator.
5. Review Contractor's SWPPP records on a periodic basis to ensure compliance with requirements for reports and inspection and maintenance logs, if requested by Operator.
6. Certify to Operator the Contractor's compliance with SWPPP record keeping requirements, if requested by Operator.

Operator's Responsibilities:

1. Have an authorized corporate officer sign the NOI and SWPPP Certification Statement.
2. Schedule and conduct a SWPPP Pre-Construction Meeting with the Operator's Engineer, Contractor and appropriate subcontractors, which should include a review with all parties the requirements under the SWPPP.
3. Require the Contractor to implement fully the SWPPP prepared for the site by the Operator's Engineer.
4. Forward a copy of the original permit certificate received from the regulatory agency to the Owner (if different than the operator), the Municipality's Representative, the MS4 (if applicable and if different from the municipality), the Operator's Engineer and the Contractor for inclusion in the SWPPP Ledger and display at the Project.
5. Ensure (through periodic observations by Operator's Engineer) and document that the Contractor is implementing the controls, inspections, maintenance, record-keeping, and all other requirements of the SWPPP.
6. File an appropriately signed Notice of Termination ("NOT") form when site work construction is completed and stabilization is achieved in accordance with the General Permit.
7. Request and receive all SWPPP records from the Contractor and archive those records for a minimum of five (5) years after the NOT is filed.

Contractor's Responsibilities:

1. Sign the SWPPP Contractor's Certification Form in the SWPPP prepared for the Project (Appendix H).
2. Provide subcontractor training and require all subcontractors to sign the Subcontractor's Certification Form in the SWPPP prepared for the Project (Appendix I).
3. Identify a trained individual (i.e. *Trained Contractor*) who will be responsible for implementing the SWPPP and will be on-site during all soil disturbing activities.
4. Implement the Erosion and Sediment Control Plans, and other requirements of the SWPPP.
5. Provide *Trained Contractors*, and documentation of qualifications, for the controls implemented at the Project.
6. Conduct all necessary inspections at the required intervals and prepare and retain written documentation of those inspections and all other written documentation required by the Construction General Permit.
7. Keep a copy of the SWPPP, all NOI's, permit certificates, permit language, Materials Management Process (MMP), inspection records, and other required records on the Project.
8. Post in a prominent place at the Project entrance and inside the job trailer office wall those documents required to be posted under the terms of the Construction General Permit including, the NOI (Appendix D), Letter of Acknowledgement, etc.
9. Update and make changes to the SWPPP and supporting documents (such as the BMPs) as needed and with the approval of the Operator and the Operator's Engineer.
10. Prepare and sign a NOT form when site work construction is completed and stabilization is achieved in accordance with the General Permit.
11. Transfer the SWPPP documents, along with all NOI's, permit certificates, NOT's, and written records required by the Construction General Permit to the Operator for archiving.

Off-site borrow or fill locations

The General Permit applies to construction activities involving soil disturbances of one (1) or more acres. This may require off-site borrow, fill, and material storage sites to be permitted under the NOI and covered by the SWPPP for the construction site, only if the off-site sites are used solely for that one project. If an off-site borrow or fill location or material storage site is operated by a subcontractor for more than one project, the Operator of this multi-use site must obtain a separate NOI. The multi-use site must be covered under its own Project Permit. A Construction General Permit from a state, local, or appropriate governmental agency may have different requirements relating to off-site borrow or excess (waste) locations. The Operator's Engineer must determine any applicable permit requirements for off-site borrow or excess (waste) locations. The requirements must be incorporated into the SWPPP, where applicable. If a separate General Permit coverage is required for these activities, a copy of the coverage must be provided in the SWPPP.

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Appendix A

Written Storm Water Pollution Prevention Plan

I. SCOPE

A. PURPOSE:

1. Development and proper implementation of the New York State Department of Environmental Conservation (NYSDEC), State Pollutant Discharge Elimination System (SPDES) Construction General Permit governing stormwater discharges during construction and the National Pollutant Discharge Elimination System (NPDES) Construction General Permit governing storm water discharges during construction, and in accordance with Erosion and Sediment Control practices is critical. The Contractor's participation in this program is mandatory and its non-compliance is subject to various remedies, including without limitation, monetary set-offs, withholding payments; reimbursement for costs, expenses (including reasonable attorney's fees), fines and civil penalties incurred by the Operator. This section provides a descriptive explanation of the Storm Water Pollution Prevention Program and required Contractor participation.

B. SPDES CONSTRUCTION GENERAL PERMIT FOR STORM WATER DISCHARGE FROM CONSTRUCTION SITES:

1. Regulations promulgated by the NYSDEC to regulate the discharge of storm water from Construction Activity on sites where one (1) or more acre of soil is disturbed. One of the ways to comply with these regulations for affected sites is to request coverage under the SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-20-001). In order to use the Construction General Permit, a Notice of Intent (NOI) form must be completed and mailed to the NYSDEC. Authorization to discharge stormwater under the General Permit will be effective when the owner or operator has satisfied all of the criteria listed in Part II, B of the SPDES General Permit for Construction Activity (GP-0-20-001).

C. NOTICE OF INTENT:

1. The Operator will petition the NYSDEC for stormwater discharges during construction at this site to be covered by the SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001, following completion of this SWPPP. An NOI form will be filed by the Operator. Authorization to discharge stormwater from Construction Activities is effective five (5) or (60) calendar days after the NYSDEC receives the complete NOI.

D. RESPONSIBILITIES OF CONTRACTOR REGARDING THE CONSTRUCTION GENERAL PERMIT:

1. The Contractor shall manage the discharge of stormwater from the site in accordance with the NYSDEC General Permit for Stormwater Discharges from Construction Activities and the following provisions:

   a) The Contractor shall be responsible for conducting the Storm Water Management practices in accordance with the permit.

   b) The Contractor shall be responsible for providing *Trained Contractors* (See GP-0-20-001 for definition) to conduct the inspections required by the SWPPP.

   c) The Contractor shall be responsible for any enforcement action taken or imposed by federal, state, or local agencies, including the cost of fines, construction delays, and remedial actions resulting from the Contractor's failure to comply with the permit provisions.

E. PRE-CONSTRUCTION MEETING:

1. A Pre-Construction SWPPP Meeting shall be mandatory and occur before any land disturbing activities are started. The Certification and Training Program have been developed to stress the importance of the following topics:

   a) Erosion and sediment control for water quality protection

   b) Implementation of Erosion and Sediment Control Plans

   c) The importance to proper installation of erosion and sediment control measures

   d) Regular inspection by Qualified Inspector of erosion and sediment control measures

   e) Diligent maintenance to erosion and sediment control measures

   f) Contemporaneous preparation of accurate and complete records regarding inspection and maintenance of erosion and sediment control measures

   g) Record-keeping for inspections and maintenance activities

F. SWPPP CERTIFICATION REQUIREMENTS FOR THE CONTRACTOR AND SUBCONTRACTOR(S):

1. The SWPPP shall provide forms for both the Contractor and Subcontractor(s) identifying the Company Name, Business Address and Telephone Number along with the Responsible Person for the Contractor and all Subcontractors who will implement the measures identified in the SWPPP. The Contractor shall sign, the Contractor's Certification Statement (Appendix H) and all Subcontractors shall sign the Subcontractor's Certification Statement (Appendix I) verifying they have been instructed on how to comply with and fully understand the requirements of the NYSDEC and SWPPP. These certifications must be signed by a responsible corporate officer or other party meeting the "Signatory Requirements" in Part VII Section H & Part III.A.5. of the NYS DEC SPDES General Permit for Stormwater Runoff from Construction Activity (GP-0-20-001), on behalf of each entity, prior to the beginning of any Construction Activities and shall be filed in the Project's SWPPP.

G. SWPPP LOCATION REQUIREMENTS:

1. The SWPPP Ledger is meant to be a working document that shall be maintained at the site of the Construction Activities at all times throughout the Project, shall be readily available upon request by the Operator's personnel or NYSDEC or any other agency with regulatory authority over storm water issues, and shall be kept on-site until the site complies with the Final Stabilization section of this document. A copy of the General Permit (GP-0-20-001), NOI, NOI Acknowledgment Letter, SWPPP, and inspection reports shall be maintained at the construction site until all disturbed areas have achieved final stabilization and the Notice of Termination has been submitted to the Department. The documents must be maintained in a secure location, such as a job trailer, on-site construction office, or mailbox with lock; that is accessible during normal working hours to an individual performing a compliance inspection.

H. SWPPP:

1. A minimum of two (2) copies of the SWPPP, in three (3) ring binders shall be provided by the Operator's Engineer. One (1) copy shall be provided for use by the General Contractor and one (1) copy shall be provided as an original.

I. INSPECTIONS AND RECORD-KEEPING: Inspections are required per the General Permit GP-0-20-001 by a qualified inspector.

1. INSPECTOR QUALIFICATIONS:

   a) Inspections must be conducted by a "Qualified" Inspector. "Qualified" is defined as a person knowledgeable in the principles and practices of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the Construction Activity such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control(CPESC), licensed Landscape Architect. It also means that someone working under the direct supervision of a licensed Professional Engineer, or Landscape Architect, provided that person has training in the principles and practices or erosion and sediment control. Training in the principles and practices of erosion and sediment control means that an individual performing the site inspection has received four (4) hours of training, endorsed by the Department, from a Soil and Water Conservation District, CPESC, Inc. or other department endorsed entity in proper erosion and sediment control principles no later than two (2) years from the date of the current general permit issued. After receiving the initial training, an individual working under the direct supervision of a licensed Professional Engineer or licensed Landscape Architect shall receive four (4) hours of training every three (3) years. Inspections of post construction stormwater management practices that include structural components, such as a dam for impoundment, shall be performed by a licensed Professional Engineer.

2. RAINFALL MONITORING:

   a) A rain gage should be maintained on the site and a record of the rainfall amounts (in tenths of an inch) and dates shall be recorded every 24 hours on the Rain Log (Appendix P).

3. INSPECTOR RESPONSIBILITIES:

   a) The Qualified Inspector shall be trained in all the inspection and maintenance practices necessary for keeping the Erosion and Sediment Controls that are used onsite in good working order. They will also be trained in the completion of, initiation of actions required by, and the filing of the inspection forms. Documentation of Qualified Inspector training will be kept on site with the SWPPP.

4. INSPECTION PROCEDURES:

   a) Inspections must include all areas of the site disturbed by Construction Activities and areas used for storage of materials that are exposed to precipitation. Qualified Inspectors must look for evidence of, or the potential for, pollutants entering the storm water conveyance system. Erosion and Sediment Control measures identified in the SWPPP must be observed to ensure proper operation. Discharge locations must be inspected to ascertain whether Erosion and Sediment Control measures are effective in preventing significant impacts to Waters of the United States, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site must be inspected for evidence of off-site tracking. The following inspection and maintenance practices will be used to maintain Erosion and Sediment Controls and stabilization measures:

      (1) All control measures will be inspected at least at the frequency identified in this Section. The minimum inspection frequency shall be once every seven (7) calendar days.

(2) All measures will be maintained in good working order; if repairs or other measures are found to be necessary, they will be initiated within 24 hours of report, and completed within 48 hours of report and documented with photos.

(3) Built up sediment will be removed from silt fence when it has reached 25% of the height of the fence.

(4) Silt fences will be inspected for depth of sediment, tears, etc., to see if the fabric is securely attached to the fence posts, and to see that the fence posts are securely in the ground.

(5) Temporary and permanent seeding and all other stabilization measures will be inspected for bare spots, washouts, and healthy growth.

(6) An Inspection Report (Appendix J) will be completed after each inspection. Copies of the report forms to be completed by the Qualified Inspector(s) are included in this SWPPP. These reports shall be provided to the Town of Macedon within 24 hours of completion.

(7) The Contractor's Superintendent will be responsible for selecting and training the individuals who will be responsible for these inspections, maintenance and repair activities, and filling out inspection and maintenance reports.

(8) Disturbed Areas and materials storage areas will be inspected for evidence of or potential for pollutants entering stormwater systems.

(9) Report to U.S. Environmental Protection Agency, or NYSDEC within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment. Follow up with a written report within five (5) days of the noncompliance event. The following events require 24-hour reporting: a) any unanticipated bypass which exceeds any effluent limitation in the permit, b) any upset which exceeds any effluent limitation in the permit, and c) a violation of a maximum daily discharge limitation for any of the pollutants listed by the EPA in the permit to be reported within 24 hours. The written submission must contain a description of the non-compliance and its cause; the period of non-compliance, including exact dates and times, and if the non-compliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance.

(10) Spills or Releases of Hazardous Substances or Oil in excess of reportable quantities (as established under 40 CFR Part 110, 40 CFR Part 117 or 40 CFR Part 302) must be reported.

5. MONITORING:

   a) Contractor shall be required to inspect daily per GP-0-20-001, Part IV.B.1.

6. THIRD PARTY INSPECTIONS:

   a) Where required or requested by the Operator, third party inspections by the design engineer shall be in addition to and shall not replace inspections by the Contractor (Qualified Inspector). The third-party inspector shall complete and sign any inspection report and include a copy of the report in the SWPPP following each inspection.

7. RECORDKEEPING:

   a) It is imperative that documentation of the inspection and maintenance of all erosion and sediment control measures as soon as possible after the inspection and/or maintenance is completed. The inspection reports identify any incidents of non-compliance with the permit conditions. Where a report does not identify any incidents of non-compliance, the report must

contain a certification that the Project is in compliance with the SWPPP and the Construction General Permit or other applicable State Permit. The report must be signed in accordance with the General Permit (GP-0-20-001). These records are used to prove that the required inspection and maintenance were performed and shall be placed in the SWPPP Ledger. In addition to inspection and maintenance reports, records should be kept of the Construction Activities that occur on the site. The Contractor shall retain copies of the SWPPP, all reports and data for a minimum of five (5) years after the project is complete in paper and CD format.

The forms found in this SWPPP shall be used by the Qualified Inspector(s) and/or the *Trained Contractor* (as applicable) to inventory and report the condition of each measure to assist in maintaining the erosion and sediment control measures in good working order. The following list identifies the required Inspection and Maintenance documentation and record keeping that must be maintained by the Contractor under this SWPPP:

Appendix J: Inspection Report

Appendix K: Stabilization Schedule

Appendix L: Implementation Schedule

Appendix M: Modification Report

Appendix N: Final Stabilization/Notice of Termination Checklist

Appendix O: Reportable Quantity Release Form

Appendix P: Project Rainfall Log

These report forms shall become an integral part of the SWPPP and shall be made readily accessible to governmental inspection officials, the Operator's Engineer, and the Operator for review upon request during visits to the Project site. In addition, copies of the reports shall be provided to any of these persons, upon request, via mail or facsimile transmission. Inspection and maintenance report forms are to be maintained by the permittee for five years following the final stabilization of the site.

8. OTHER RECORD KEEPING REQUIREMENTS:

a) The Contractor shall keep the following records related to Construction Activities at the site:

(1) Dates when major grading activities occur and the areas which were graded

(2) Dates and details concerning the installation of structural controls

(3) Dates when Construction Activities cease in an area

(4) Dates when stabilization measures are initiated

(5) Dates when an area is stabilized, either temporarily or permanently

(6) Dates of rainfall and the amount of rainfall

(7) Dates and descriptions of the character and amount of any spills of Hazardous Substances or Oil

(8) Records of reports filed with regulatory agencies if reportable quantities of Hazardous Substances or Oil spilled

J. SWPPP MODIFICATIONS: The inspection report should also identify if any revisions to the SWPPP are warranted due to unexpected conditions. The SWPPP is meant to be a dynamic working guide that is to be kept current and amended whenever:

1. There is a change in design, construction, operation, or maintenance at the construction site that has or could have a significant effect on the discharge of pollutants to the Waters of the United States that has not been previously addressed in the SWPPP. In addition to modifying the SWPPP, the site map may also require an amendment.
2. Inspections or investigations by site staff, or by local, state or federal officials, determine that the discharges the SWPPP is ineffective in eliminating or significantly minimizing pollutants in storm water discharges from the construction site. Modifications that are the result of an inspection must be initiated within 24 hours and completed within 48 hours.
3. Based on the results of an inspection, it must be modified as necessary to include additional or modified BMPs designed to correct problems identified. Revisions to the SWPPP must be completed within seven (7) calendar days following the inspection.
4. There is a release containing a Hazardous Substance or Oil in an amount equal or in excess of a reportable quantity established under either 40 CFR Part 110, 40 CFR Part 117 or 40 CFR Part 302 occurs during a 24-hour period. Revisions to the SWPPP must be completed within seven (7) calendar days of knowledge of the release.

Any such changes to the SWPPP must be made in writing on the Modification Report (Appendix M) within seven (7) days of the date such modification or amendment is made. Changes must also be drawn on the Progress Drawing.

K. FINAL STABILIZATION AND TERMINATION OF PERMIT COVERAGE: A site can be considered finally stabilized when all soil disturbing activities have been completed and:

1. A uniform perennial vegetative cover with a density of 80% for the unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures have been established.
2. The facility no longer discharges storm water associated with Construction Activities.
3. A Notice of Termination (NOT) form filed by the Operator(s) with the NYSDEC. The NOT must be submitted within thirty (30) days of final stabilization.

The Operator's Project Manager must provide a completed copy of the NOT to the Contractor for inclusion in the SWPPP. This filing terminates coverage under the Construction General Permit and terminates the Contractor's responsibility to implement the SWPPP, but the requirements of the SWPPP, including periodic inspections, must be continued until the NOT is filed. Upon achieving this milestone, the Contractor shall also submit "Final Stabilization Certification/Notice of Termination Checklist" (Appendix N).

II. PROJECT NAME AND LOCATION

Kirkville Road Solar Project
Town of Manlius
Onondaga County
76.012320 W, 43.086243N

A general location map (Appendix B) with enough detail to identify the location of the construction site, direction of storm water flow, the receiving waters within one (1) mile of the site, surface waters and Wetlands, storm water discharge locations and other areas as required by *NYSDEC* is included in Appendix B.

III. OPERATOR'S NAME AND ADDRESS

RPNY SOLAR 5, LLC
Stephanie Loucas
879 Sanchez Street
San Francisco, CA 94114

IV. PROJECT DESCRIPTION

This SWPPP is for the Kirkville Road Solar Project installation for RPNY SOLAR 5, LLC. The project is located within the Town of Manlius, Onondaga County, New York. The entire property is approximately 27.65± acres. This SWPPP addresses all of the proposed work to be done at the new Kirkville Road Solar Farm (Appendix C).

The total project disturbance area will not exceed 5.0 acres at any one time. The approximate start of construction is March 2021 with an expected end of construction by August 2021. General soil disturbing activities will include:

- Installation of solar racking
- Panel installation
- Trenching for wiring of panels
- Finalization of connection to the grid
- Vegetation clearing and grubbing
- Construction of entrance driveway
- Final grading

V. EXISTING SITE CONDITIONS

The project site tributary area is approximately 27.65 acres. The topography of the project site ranges from elevations of 400 feet to 407 feet. The site has slopes ranging from 0.1 % to 25.0%. The project site consists of mostly wooded areas with grass/brush and a driveway. The site drains to an existing on-site wetland as well as a roadside swale.

VI. NAME OF RECEIVING WATERS

The site discharges to an existing onsite wetland.

VII. DESCRIPTION OF SOILS

Soil Types within the Subject Area

Symbol	Soil Name	Hydrologic Soil Group
ArB	Arkport very fine sandy loam, 2 to 6 percent slopes	A
ChB	Collamer silt loam, 2 to 6 percent slopes	C/D
GaA	Galen very fine sandy loam, 0 to 2 percent slopes	A/D
MtA	Minoa fine sandy loam, 0 to 2 percent slopes	B/D
NgA	Niagara silt loam, 0 to 2 percent slopes	C/D
WwA	Williamson silt loam, 0 to 2 percent slopes	D

More information pertaining soils can be found in the Soil Map included in the Site and Soils mapping (Appendix B) section of this report.

VIII. EROSION AND SEDIMENT CONTROLS

A. The project will utilize temporary and permanent erosion and sediment control practices to prevent sediment from leaving the project area. A list of the practices anticipated are as follows:

Temporary Structural					
	BMP	Notes		BMP	Notes
☐	Inlet Protection		☐	Brush Barrier	
☐	Outlet Protection		☐	Temporary Stream Crossing	
☐	Perimeter Protection		☐	Pipe Slope Drain	
☒	Stabilized Construction Entrance/Exit		☐	Wind Fence	
☐	Stone Staging Area		☐	Temporary Diversion Channels	
☐	Temporary Sediment Basin		☐	Temporary Diversion Berms	
☐	Temporary Gravel and Riprap Sediment Trap		☐	Other	
☐	Temporary Rock Dam Sediment Trap		☐	Other	
☐	Check Dam		☐	Other	
☒	Sediment Fence		☐	Other	
☒	Temporary Seeding		☐	Other	
☒	Temporary Mulching		☐	Other	
☐	Rolled Erosion Control Product (RECP)		☐	Other	
☐	Slope Tracking (Soil Roughening)		☐	Other	
☐	Watering to Minimize Wind Erosion		☐	Other	
Permanent Stabilization					
	BMP	Notes		BMP	Notes
☐	RECP (3 horizontal to 1 vertical)		☐	Vegetation Protection	
☒	Permanent Seeding		☐	Sod	
☐	Permanent Planting (vegetative landscaping)		☐	Other	
☒	Mulching		☐	Other	

Permanent Structural					
	BMP	Notes		BMP	Notes
☐	Outlet Protection		☐	Stormwater Channel	
☐	Storm Drainage System		☐	Retaining Wall	
☐	Curb		☐	Gradient Terrace	
☐	Stormwater Pond		☐	Stormwater Retention Pond	
☐	Stormwater Infiltration		☐	Stormwater Filtration	
☐	Bio Swale		☐	Bio Retention Basin	
☐	Pervious pavement		☐	Vortsentry VS70	
☐	Other		☐	Other	

B. Sequence of Major Construction Activities

The Contractor will be responsible for implementing the following Erosion and Sediment Control and Storm Water Management control measures. The Contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the Contractor. The order of activities will be as follows:

Construction Sequence

1. Pre-construction meeting held to include project manager, operator's engineer, town representative, contractor, and sub-contractors prior to land disturbing activities.
2. Construct construction entrance/exit at locations designated on plans.
3. Install perimeter silt fence.
4. Have a qualified professional conduct an assessment of the site prior to the commencement of construction.
5. Begin clearing and grubbing operations. Clearing and grubbing operations shall be done only in areas where earth work will be performed and only in areas where construction is planned to commence within fourteen (14) days after clearing and grubbing.
6. Construct gravel driveway. As roadway and access drives are brought to grade, they will be stabilized with crushed stone subbase at a depth specified on plans to prevent erosion as soon as practicable.
7. Strip topsoil and stockpile in a location acceptable to construction manager. When stockpile is complete, install a perimeter silt sock, seed surface with 100% perennial ryegrass mixture at a rate of 2-4 lbs. per 1000 square feet. Apply 90-100 lbs. per 1,000 square feet of mulch.
8. Commence earthwork cut and fills. The work shall be progressed to allow a reasonable transfer of cut and fill earth for rough grading and earth moving. The contractor will be given some latitude to vary from the following schedule in order to meet the field conditions encountered. Contractor shall review variations to SWPPP with Design Engineer and qualified professional prior to implementation.
9. Stabilize all areas as soon as practicable, idle in excess of seven (7) days and in which construction will not commence within fourteen (14) days.

10. Install utilities. Trench excavation/backfill areas should be stabilized progressively at the end of each workday with seed and straw mulch at a rate of 100% perennial ryegrass at 2-4 lbs. per 1,000 square feet mulched at 90-100 lbs. per 1000 square feet.
11. Stabilize all areas idle in excess of seven (7) days in which construction will not commence within fourteen (14) day
12. Remove temporary construction exits and perimeter silt sock once site has achieved 80% uniform stabilization.

C. Storm Water Management

RPNY SOLAR 5, LLC will be responsible for all maintenance of the stormwater management facilities associated with the project.

According to the definition set forth in the SPDES General Permit, altering the hydrology from Pre to Post-Development conditions means that “the post-development peak flow rates has increased by more than 5% of the pre-development condition for the design storm of interest”. The proposed solar farm project is considered as “Land clearing and grading for the purposes of creating vegetated open space, excluding projects that alter hydrology from pre to post-development” in Appendix B of the General Permit. The project will not alter the site’s hydrology from Pre to Post-Development conditions and is therefore classified as a construction activity that requires the preparation of a SWPPP that only includes erosion and sediment controls. Detailed information is included in the Stormwater Management Report (Appendix R).

The gravel driveway on-site is designed using a limited use pervious gravel section approved by the NYSDEC, which classifies as a pervious surface. The project does not propose any increase in impervious area on-site, therefore, stormwater quality treatment is not required.

D. Post Construction Stormwater BMP Operation and Maintenance Plan

An Operations and Maintenance Plan is included to address the inspection, operations and maintenance of all post construction BMPs identified in this plan. The Contractor is responsible for proper installation, maintenance and functioning of all best management practices shown on the drawings until final stabilization is achieved. A copy of the Post Construction Stormwater BMP Operation and Maintenance Plan is included Appendix T of this document.

IX. OTHER CONTROLS

A. Off-Site Vehicle Tracking

1. Dump trucks hauling material from the construction site will be covered with a tarpaulin. The job Contractor's Superintendent will be responsible for seeing that these procedures are followed.
2. Rock construction entrance to be installed as site conditions warrant or at the request of the engineer or inspector.

B. Excavation Spoil Materials

1. Excavation spoil materials may be generated during excavations including, but not limited to roadway and utilities installation. These materials must be properly managed to prevent them from contributing to storm water discharges. The materials generated from the development of this Project will be managed by the following method: Stockpiled on-site, the general site contractor to specify location and provide erosion control for excavated spoil materials or the material shall be hauled off-site and disposed of in an appropriate manner.

C. Dust Control

1. Minimizing wind erosion and controlling dust will be accomplished by one or more of the following methods
   a) Covering 30% or more of the soil surface with a non-erodible material.
   b) Roughening the soil to produce ridges perpendicular to the prevailing wind. Ridges should be about six (6) inches in height.
   c) Frequent watering of excavation and fill areas.
   d) Providing gravel or paving at entrance/exit drives, parking areas and transit paths.

D. Equipment Service Area

1. The Contractor shall identify an area on the Erosion and Sediment Control Plan for equipment cleaning, maintenance and repair. This area shall be protected by a temporary perimeter berm preventing all surface runoff from leaving the area, or equivalent measure, and shall be located no closer than 100' from any Waters of the United States or state, and shall be located no closer than 50' from any storm inlet. External washing of trucks and other construction vehicles must be confined to this area. No engine degreasing or asphalt equipment or tool washing is permitted.

E. Material Stockpiles

1. Stormwater runoff to and from material stockpiles shall be controlled to prevent materials from creating a diversion of surface water to disturbed soils or from entering the surface water. Topsoil stockpiles shall be surrounded with perimeter sediment control measures such as silt fence and be covered with non-erosive material as soon as practicable but no longer than 14 days after completion of the pile. Non-erosive material may include temporary seeding with straw mulch and tackifier, mulch, or other material providing suitable cover.

F. Masonry Mixing Area

1. Non-stormwater discharges into storm drainage systems or waterways containing slurries from concrete or mortar mixing operations shall not be permitted. Masonry mixing areas shall be located a minimum distance of 100 linear feet from drainage ways, inlets and surface waters and all storm water runoff from these areas shall be contained by a berm or other measures. Run-on water to these areas will be diverted to prevent mixing of clean water and water contaminated with concrete slurry.

X. COMPLIANCE WITH OTHER STATE AND LOCAL REGULATIONS

A. At a minimum, the Contractor will obtain copies of any and all local and state regulations which are applicable to Storm Water Management, Erosion and Sediment Control, and pollution minimization at this Project and will comply fully with such regulations. The Contractor will submit written evidence of such compliance if requested by the Operator or any agent of a regulatory body. The Contractor will comply with all conditions of the *NYSDEC* General Permit for Stormwater Discharges from Construction Activities including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the Project and allowing regulatory personnel access to the Project and to records in order to determine compliance. The Contractor shall also comply with any additional or more stringent requirements imposed by the permit issued by an approved state storm water program, or with permits issued, or requirements imposed by the Town to which the Project discharges storm water. Requirements with which the Contractor must comply include installation of post-construction measures required by the State, County, or City.

XI. MATERIALS MANAGEMENT PLAN

A. Progress Drawing

1. A Progress Drawing consisting of a print of the Erosion and Sediment Control Plans shall be posted inside the job trailer wall. The Progress Drawing will be used to record the locations of the Job Trailer, Sanitary Waste Facilities, Solid Waste Facilities, Fuel Storage Area, Equipment Service Area, and Concrete Washout Pit. Any time any of these facilities are relocated on the site, a new location will be noted on the Progress Drawing and a Modification Report (Appendix M) will be prepared.

B. Materials Covered

1. The following materials or substances are expected to be present onsite during construction:

Concrete/Additives/Wastes	Cleaning solvents
Detergents	Petroleum based products
Paints/Solvents	Pesticides
Acids	Fertilizers
Solid and construction wastes	Sanitary wastes
Soil stabilization additives	

C. Materials Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. The Contractor's Superintendent will be responsible for ensuring that these procedures are followed:

1. Good Housekeeping

The following good housekeeping practices will be followed onsite during construction:

a) An effort will be made to store only enough products required to do the job.

b) All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or in a containment area. At a minimum, all containers will be stored with their lids on when not in use. Drip pans shall be provided under all dispensers.

c) Products will be kept in their original containers with the original manufacturer's label in legible condition.

d) Substances will not be mixed with one another unless recommended by the manufacturer.

e) Whenever possible, all of a product will be used up before disposing of the container.

f) Manufacturer's recommendations for proper use and disposal will be followed.

g) The Contractor’s Superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.

2. Hazardous Substances

These practices will be used to reduce the risks associated with Hazardous Substances. Safety Data Sheets (SDS's) for each product with hazardous properties that is used at the Project will be obtained and used for the proper management of potential wastes that may result from these products. An SDS will be posted in the immediate area where such product is stored and/or used and another copy of each SDS will be maintained in the job trailer at the Project. Each employee who must handle a Hazardous Substance will be instructed on the use of SDS sheets and the specific information in the applicable SDS for the product he/she is using, particularly regarding spill control techniques.

a) Products will be kept in original containers with the original labels in legible condition.

b) Original labels and SDS's will be procured and used for each product.

c) If surplus product must be disposed manufacturer's and local/state/federal required methods for proper disposal must be followed.

3. Hazardous Waste

It is imperative that all Hazardous Waste be properly identified and handled in accordance with all applicable Hazardous Waste Standards, including the storage, transport and disposal of the Hazardous Wastes. There are significant penalties for the improper handling of Hazardous Wastes. It is important that the Site Superintendent seeks appropriate assistance in making the determination of whether a substance or material is a Hazardous Waste. For example, Hazardous Waste may include certain Hazardous Substances, as well as pesticides, paints, paint solvents, cleaning solvents, pesticides, contaminated soils, and other materials, substances or chemicals that have been discarded (or are to be discarded) as being out-of-date, contaminated, or otherwise unusable, and can include the containers for those substances; other materials and substances can also be or become Hazardous Wastes, however. The Contractor's Superintendent is also responsible for ensuring that all site personnel are instructed as to these Hazardous Waste requirements and also that the requirements are being followed.

4. Product Specific Practices

The following product specific practices will be followed on the job site:

a) Petroleum Products

(1) All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Petroleum storage tanks shall be located at minimum 100 linear feet from drainage ways, inlets and surface waters. Maximum total aggregate above ground storage capacity (for the total permit area) shall not exceed 1,320 gallons (which includes both bulk and equipment operational storage volumes in fuel tanks 55 gallons and greater). Total aggregate petroleum storage exceeding 1,320 gallons shall require preparation, certification (using a Professional Engineer or providing a Self-Certified SPCC Plan if applicable) and implementation of a Spill Prevention Control and Countermeasures

(SPCC) Plan. The SPCC Plan must be prepared and fully implemented prior to the commencement of work. The SPCC Plan, if needed, will be furnished by the Contractor. Any petroleum storage tanks stored onsite will be located within a containment area that is designed with an impervious surface between the tank and the ground. The secondary containment must be designed to provide a containment volume that is equal to 110% of the volume of the largest tank. Any mobile petroleum tank shall be parked in a vehicular service area surrounded by a berm that provides a containment volume that is equal to 110% of the volume of the largest tank. Containment must provide sufficient volume to contain expected precipitation and 110% volume of the largest tank. Accumulated rainwater or spills from containment areas are to be promptly pumped into a containment device and disposed of properly by a licensed Hazardous Waste transporter. Drip pans shall be provided for all dispensers. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations. The location of any fuel tanks and/or equipment storage areas must be identified on the PROGRESS DRAWING by the Contractor once the locations have been determined.

b) Fertilizers

(1) Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

c) Paints, Paint Solvents, and Cleaning Solvents

(1) All containers will be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.

d) Concrete Wastes

(1) Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash water on the site, but only in specifically designated diked and impervious washouts which have been prepared to prevent contact between the concrete wash and storm water. Waste generated from concrete wash water shall not be allowed to flow into drainage ways, inlets, receiving waters or highway right of ways, or any location other than the designated concrete washout. Waste concrete may be poured into forms to make riprap or other useful concrete products. Proper signage designating the “Concrete Washout” shall be placed near the facility. Concrete Washouts shall be located at minimum 100 linear feet from drainage ways, inlets and surface waters.

(2) The hardened residue from the concrete wash out areas will be disposed of in the same manner as other non-hazardous construction waste materials or may be broken up and used on site as deemed appropriate by the Contractor. Maintenance of the washout is to include removal of hardened concrete. The Facility shall have sufficient volume to contain all the concrete waste resulting from washout and a minimum freeboard of 12 inches. Facility shall not be filled beyond 95% capacity and shall be cleaned out once 75% full unless a new facility is constructed. The Contractor’s Superintendent will be responsible for seeing that these procedures are followed.

(3) Saw-cut Portland Cement Concrete (PCC) slurry shall not be allowed to enter storm drains or Watercourses. Saw-cut residue should not be left on the surface of pavement or be allowed

to flow over and off pavement. Residue from saw-cutting and grinding shall be collected by vacuum and disposed of in the concrete washout facility.

(4) The Project may require the use of multiple concrete wash out areas. These concrete wash out areas are to be made available to all trades and subcontractors working on the Project. The Contractor may designate certain wash out areas for particular trades or subcontractors, but the Contractor is responsible for the management of all concrete washout areas on the Project. All concrete wash out areas will be located in an area where the likelihood of the area contributing to storm water discharges is negligible. If required, additional BMPs must be implemented to prevent concrete wastes from contributing to storm water discharges. The location of concrete wash out area(s) must be identified on the PROGRESS DRAWING by the Contractor once the locations have been determined.

e) Solid and Construction Wastes

(1) All waste materials will be collected and stored in an appropriately covered container and/or securely contained metal dumpster rented from a local waste management company which must be a licensed solid waste management company. The dumpster will comply with all local and state solid waste management regulations.

(2) All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of once per week or more often if necessary. Once building construction has commenced, the dumpster will be emptied a minimum of once per week or when 95% full, or more often if necessary, to prevent over-flow and the trash will be hauled to a landfill. No construction waste materials will be buried on site. All personnel will be instructed regarding the correct procedures for waste disposal.

(3) All waste dumpsters and roll-off containers will be located in an area where the likelihood of the containers contributing to storm water discharges is negligible. Solid waste containers shall be located no less than 50 feet from any storm inlet, drainage way, or surface water. If required, additional BMPs must be implemented, such as gravel bags, wattles, dikes, berms, and fences around the base to prevent wastes from contributing to storm water discharges. The location of waste dumpsters and roll-off containers must be identified on the PROGRESS DRAWING by the Contractor once the locations have been determined.

f) Sanitary Wastes

(1) A minimum of one portable sanitary unit will be provided for every ten (10) workers on the site. All sanitary waste will be collected from the portable units a minimum of one time per week by a licensed portable facility provider in complete compliance with local and state regulations.

(2) All sanitary waste units will be located in an area where the likelihood of the unit contributing to storm water discharges is negligible. Additional containment BMPs must be implemented, such as gravel bags or specially designed plastic skid containers around the base, to prevent wastes from contributing to storm water discharges. The location of sanitary waste units must be identified on the PROGRESS DRAWING by the contractor once the locations have been determined.

g) Contaminated Soils

(1) Any contaminated soils (resulting from spills of Hazardous Substances or Oil or discovered during the course of construction) which may result from Construction Activities will be contained and cleaned up in accordance with applicable state and federal regulations.

Contaminated soils not resulting from Construction Activities, or which pre-existed Construction Activities, but which are discovered by virtue of Construction Activities, should be reported in the same manner as spills, but with sufficient information to indicate that the discovery of an existing condition is being reported. If there is a release that occurs by virtue of the discovery of existing contamination, this should be reported as a spill, if it otherwise meets the requirements for a reportable spill.

D. Spill Prevention and Response Procedures

The Contractor will train all personnel in the proper handling and cleanup of spilled Hazardous Substances or Oil. No spilled Hazardous Substances or Oil will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. It shall be the responsibility of the Contractor's Superintendent to be properly trained, and to train all personnel in spill prevention and clean up procedures.

1. In order to prevent or minimize the potential for a spill of Hazardous Substances or Oil to come into contact with storm water, the following steps will be implemented:

   a) All Hazardous Substances or Oil (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in a secure location, with their lids on, preferably under cover, when not in use.

   b) The minimum practical quantity of all such materials will be kept at the Project.

   c) A spill control and containment kit (containing, for example, absorbent materials, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.

   d) Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.

   e) It is the Contractors responsibility to ensure that all Hazardous Waste discovered or generated at the Project site is disposed of properly by a licensed hazardous material disposal company. The Contractor is responsible for not exceeding Hazardous Waste storage requirements mandated by the EPA or state and local authority.

2. In the event of a spill of Hazardous Substances or Oil, the following procedures must be followed:

   a) All measures must be taken to contain and abate the spill and to prevent the discharge of the Hazardous Substance or Oil to storm water or off-site. (The spill area must be kept well ventilated and personnel must wear appropriate protective clothing to prevent injury from contact with the Hazardous Substances.

   b) If the release is equal to or in excess of a reportable quantity, the SWPPP must be modified within seven (7) calendar days of knowledge of the discharge to provide a description of the release, the circumstances leading to the release, and the date of the release. The SWPPP must identify measures to prevent the recurrence of such releases and to respond to such releases. The form in Appendix O must be completed in accordance with this requirement.

XII. CONTROL OF NON-STORM WATER DISCHARGES

A. Certain types of discharges are allowable under the NYSDEC General Permit for Stormwater Discharges from Construction Activities, and it is the intent of this SWPPP to allow such discharges. These types of discharges will be allowed under the conditions that no pollutants will be allowed to come in contact with the water prior to or after its discharge. The control measures which have been outlined previously in this SWPPP will be strictly followed to ensure that no contamination of these non-storm water discharges takes place. The following non-storm water discharges are allowed by the NYSDEC and may occur at the Project:

1. Discharges from fire-fighting activities;
2. Fire hydrant flushings;
3. Waters used to wash vehicles where detergents are not used;
4. Water used to control dust;
5. Potable water including uncontaminated water line flushings;
6. Routine external building wash down that does not use detergents;
7. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
8. Uncontaminated air conditioning or compressor condensate;
9. Uncontaminated ground water or spring water;
10. Foundation or footing drains where flows are not contaminated with process materials such as solvents;
11. Uncontaminated excavation dewatering;
12. Landscape irrigation

XIII. HISTORICAL PROPERTIES

A. A review of potential adverse impact to cultural, historic and archaeological resources was conducted. There are no places or properties which are listed or would be eligible for listing on the State or National Register of Historic Places that will be impacted by this construction. The New York State Historic Preservation Office response letter indicating no effect can be found in Appendix S.

XIV. INDUSTRIAL ACTIVITIES

A. There are no discharges planned from industrial activities as part of this project.

XV. ENHANCED PHOSPHORUS REMOVAL STANDARDS

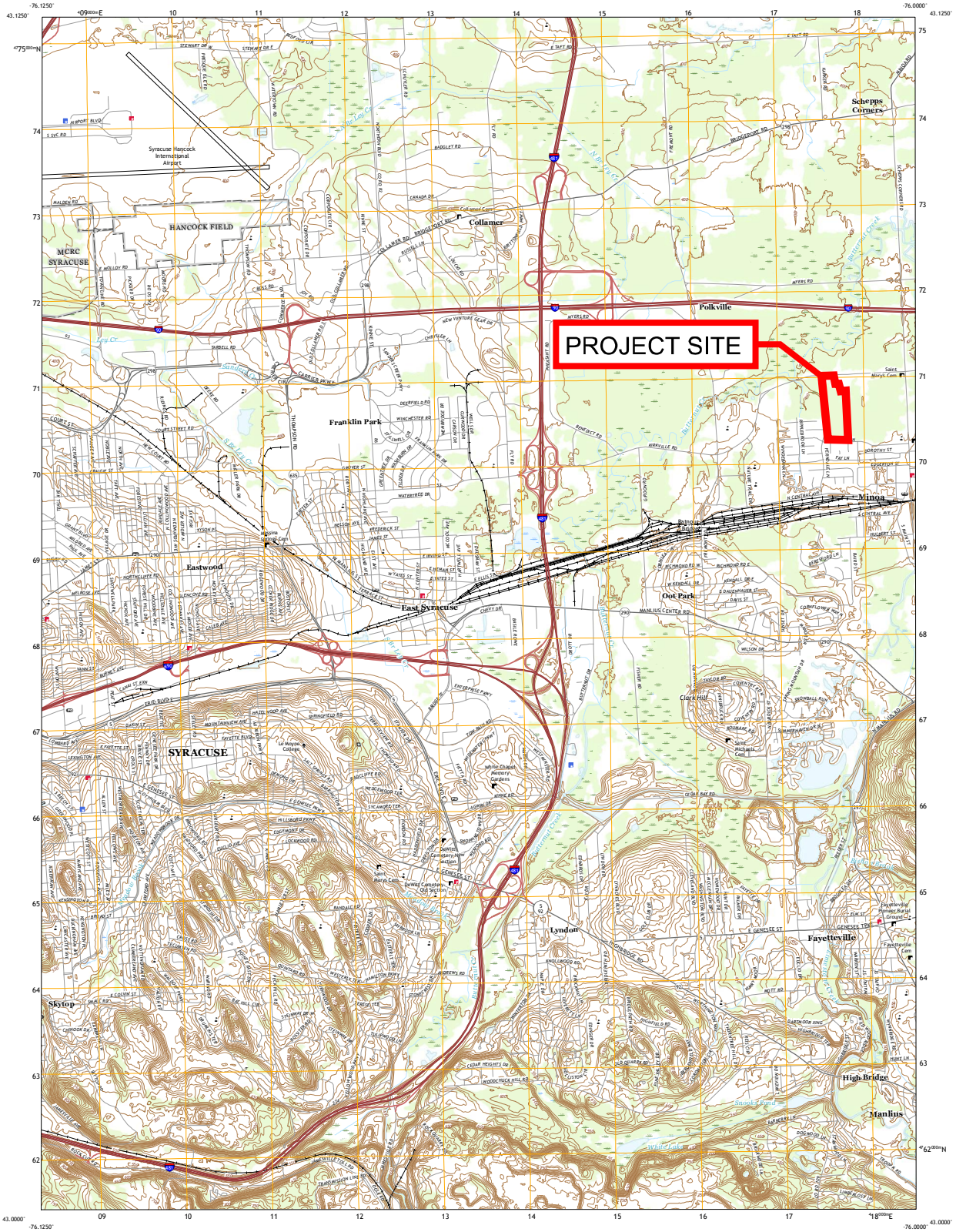
A. This project is not required to provide enhanced phosphorus removal practices

Appendix B
Site Location Mapping

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

SYRACUSE EAST QUADRANGLE
NEW YORK - ONONDAGA COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and 1 000-meter grid:Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery	NAIP, August 2017 - December 2017	
Roads	U.S. Census Bureau,	2016
Names	GNIS, 1980 - 2019	
Hydrography	National Hydrography Dataset, 1899 - 2019	
Contours	National Elevation Dataset, 1998 - 2018	
Boundaries	Multiple sources; see metadata file	2017 - 2018
Wetlands	FWS National Wetlands Inventory	1978 - 2009

MN
GN
12°50'
219 MILS
2°46'
13 MILS
UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
VN
Grid Zone Designation
18T

SCALE 1:24 000
KILOMETERS 0.5 0 1 2
METERS 1000 500 0 1000 2000
MILES 0.5 0 1
FEET 1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18

NEW YORK
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

1 Brewerton
2 Cicero
3 Cleveland
4 Syracuse West
5 Manlius
6 South Onondaga
7 Jamesville
8 Oran

ADJOINING QUADRANGLES

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route

SYRACUSE EAST, NY
2019

NSN
MAP REF NO. 4350162 342705

Appendix C

Erosion and Sedimentation Control Plan(s) and Details

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

280 East Broad Street // Suite 200 // Rochester, NY 14604
585.232.5135 / 585.232.4652 fax

www.bergmannpc.com

OWNER: ALEMIC ABDULAH

APPLICANT: RPNY SOLAR 5, LLC

RENEWABLE PROPERTIES

7390 KIRKVILLE ROAD
EAST SYRACUSE, NEW YORK 13057

KIRKVILLE ROAD
COMMUNITY SOLAR FARM PROJECT
PRELIMINARY SITE PLAN

PROJECT CONTACT LIST

OWNER:
- **ALEMIC ABDULAH**
- 6533 MANLIUS ROAD N
  KIRKVILLE, NY 13082
- PHONE: 315.580.4113

APPLICANT:
- **RPNY SOLAR 5**
- 879 SANCHEZ STREET
  SAN FRANCISCO, CA 94114
- CONTACT: STEPHANIE LOUCAS
- PHONE: 415-710-3834

STRUCTURAL ENGINEER:
- TBD

ARCHITECT:
- TBD

MECHANICAL ENGINEER:
- TBD

CIVIL ENGINEER:
- **BERGMANN**
- 280 EAST BROAD STREET
  SUITE 200
  ROCHESTER, NY 14604
- CONTACT: ROBERT SWITALA
- PHONE: 585.232.5135

ELECTRICAL ENGINEER:
- TBD

DRAWING INDEX

C000	COVER SHEET
C001	GENERAL NOTES
C002	AREA PARCEL PLAN
C003	EXISTING CONDITIONS PLAN
C004	OVERALL SITE PLAN
C005	SITE PLAN
C006	GRADING PLAN
C007	GRADING PLAN DETAILS
C008 - C011	DETAILS I - DETAILS IV

APPROVED BY:
PLANNING BOARD CHAIRMAN
DATE: _____

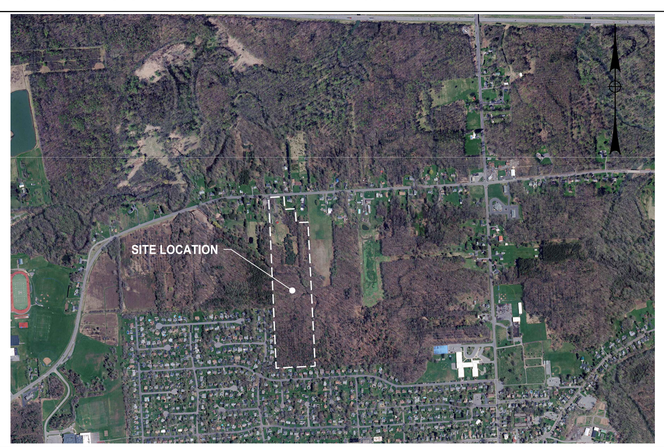
APPROVED BY:
DIRECTOR OF ENGINEERING AND PLANNING
DATE: _____

APPROVED BY:
DIRECTOR OF BUILDING AND FIRE PREVENTION
DATE: _____

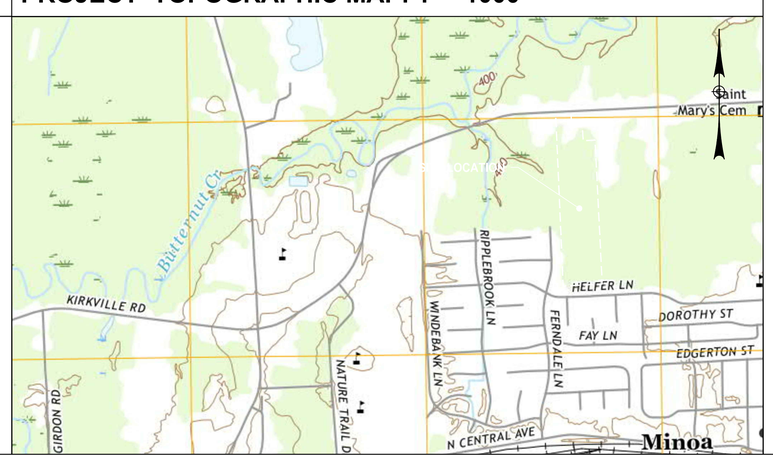
APPROVED BY:
FIRE MARSHAL
DATE: _____

DATE	DESCRIPTION

PROJECT LOCATION MAP: 1" - 1000'



PROJECT TOPOGRAPHIC MAP: 1" - 1000'



STATE OF NEW YORK
ROBERT PAUL SWITALA
LICENSED PROFESSIONAL ENGINEER

PRELIMINARY
12/18/2020
14919.00

01/01/2012 3:50:15 PM

SEQUENCE OF CONSTRUCTION:

1. PRE-CONSTRUCTION MEETING HELD TO INCLUDE PROJECT MANAGER, OPERATOR'S ENGINEER, CONTRACTOR, AND SUB-CONTRACTORS PRIOR TO LAND DISTURBING ACTIVITIES.
2. CONSTRUCT CONSTRUCTION ENTRANCE/EXIT AT LOCATIONS DESIGNATED ON PLANS AS TEMPORARY ACCESS ROADS..
3. INSTALL PERIMETER SILT SOCK.
4. HAVE A QUALIFIED PROFESSIONAL CONDUCT AN ASSESSMENT OF THE SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
5. BEGIN CLEARING AND GRUBBING OPERATIONS. CLEARING AND GRUBBING SHALL BE DONE ONLY IN AREAS WHERE EARTHWORK WILL BE PERFORMED AND ONLY IN AREAS WHERE CONSTRUCTION IS PLANNED TO COMMENCE WITHIN 14 DAYS AFTER CLEARING AND GRUBBING.
6. STRIP TOPSOIL AND STOCKPILE IN A LOCATION ACCEPTABLE TO CONSTRUCTION MANAGER. WHEN STOCKPILE IS COMPLETE, INSTALL PERIMETER SILT FENCE, SEED SURFACE WITH 100% PERENNIAL RYEGRASS MIXTURE AT A RATE OF 2-4 LBS. PER 1000 SF. APPLY 90-100 LBS PER 1000 SF OF MULCH.
7. COMMENCE EARTHWORK CUT AND FILLS. THE WORK SHALL BE PROGRESSED TO ALLOW A REASONABLE TRANSFER OF CUT AND FILL EARTH FOR ROUGH GRADING AND EARTH MOVING. THE CONTRACTOR WILL BE GIVEN SOME LATITUDE TO VARY FROM THE FOLLOWING SCHEDULE IN ORDER TO MEET THE FIELD CONDITIONS ENCOUNTERED. CONTRACTOR SHALL REVIEW VARIATIONS TO THE APPROVED PLANS WITH DESIGN ENGINEER AND QUALIFIED PROFESSIONAL PRIOR TO IMPLEMENTATION.
8. AS ROADWAY AND ACCESS DRIVES ARE BROUGHT TO GRADE, THEY WILL BE STABILIZED WITH CRUSHED STONE SUBBASE AT A DEPTH SPECIFIED ON PLANS TO PREVENT EROSION AS SOON AS PRACTICABLE.
9. STABILIZE ALL AREAS AS SOON AS PRACTICABLE, IDLE IN EXCESS OF 7 DAYS AND IN WHICH CONSTRUCTION WILL NOT RECOMMENCE WITHIN 14 DAYS.
10. INSTALL UTILITIES. TRENCH EXCAVATION/BACKFILL AREAS SHOULD BE STABILIZED PROGRESSIVELY AT THE END OF EACH WORKDAY WITH SEED AND STRAW MULCH AT A RATE OF 100% PERENNIAL RYE GRASS AT 2-4 LBS/1000 SF MULCHED AT 90-100 LBS/1000 SF.
11. STABILIZE ALL AREAS IDLE IN EXCESS OF 7 DAYS IN WHICH CONSTRUCTION WILL NOT RECOMMENCE WITHIN 14 DAYS.
12. REHABILITATE ACCESS ROADS TO CONFORM WITH THE LIMITED USE GRAVEL ACCESS ROAD DETAIL AND SPECIFICATIONS.
13. REMOVE TEMPORARY CONSTRUCTION EXITS AND PERIMETER SILT FENCE ONCE SITE HAS ACHIEVED 80% UNIFORM STABILIZATION.

GENERAL NOTES:

1. THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN ON THIS MAP HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORD MAPS, THEY ARE NOT CERTIFIED TO THE ACCURACY OF THEIR LOCATION AND/OR COMPLETENESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND EXTENT OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION ACTIVITIES IN THEIR VICINITY. THE CONTRACTOR SHALL HAVE ALL EXISTING UTILITIES FIELD STAKED BEFORE STARTING WORK BY CALLING 1-800-962-7962.
2. THE CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH TITLE 29 OF FEDERAL REGULATIONS, PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (OSHA).
3. HIGHWAY DRAINAGE ALONG ALL ROADS AND PRIVATE DRIVES SHALL BE KEPT CLEAN OF MUD, DEBRIS ETC. AT ALL TIMES.
4. THE CONTRACTOR SHALL CONSULT THE DESIGN ENGINEER BEFORE DEVIATING FROM THESE PLANS.
5. IN ALL TRENCH EXCAVATIONS, CONTRACTOR MUST LAY THE TRENCH SIDE SLOPES BACK TO A SAFE SLOPE, USE A TRENCH SHIELD OR PROVIDE SHEETING AND BRACING.
6. IF SUSPICIOUS AND/OR HAZARDOUS MATERIAL IS ENCOUNTERED DURING DEMOLITION/CONSTRUCTION, ALL WORK SHALL STOP AND THE MONROE COUNTY DEPARTMENT OF HEALTH AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SHALL BE NOTIFIED IMMEDIATELY. WORK SHALL NOT RESUME UNTIL THE DEVELOPER HAS OUTLINED APPROPRIATE ACTION FOR DEALING WITH THE WASTE MATERIAL AND THE DEVELOPMENT PLANS ARE MODIFIED AS MAY BE NECESSARY.
7. EXCAVATED WASTE MATERIAL REMOVED FROM THE SITE SHALL BE PLACED AT A LOCATION ACCEPTABLE TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
8. AREAS DISTURBED OR DAMAGED AS PART OF THIS PROJECTS CONSTRUCTION THAT ARE OUTSIDE OF THE PRIMARY WORK AREA SHALL BE RESTORED, AT THE CONTRACTORS EXPENSE, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
9. UNLESS COVERED BY THE CONTRACT SPECIFICATIONS OR AS NOTED ON THE PLANS, ALL WORK SHALL CONFORM TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED JANUARY 1, 2020 AND ANY SUBSEQUENT APPENDICES.

WASTE/HAZARDOUS MATERIAL PRACTICES:

1. WHENEVER POSSIBLE COVERED TRASH CONTAINERS SHOULD BE USED.
2. DAILY SITE CLEANUP IS REQUIRED TO REDUCE DEBRIS AND POLLUTANTS IN THE ENVIRONMENT.
3. CONTRACTOR SHALL PROVIDE A SAFE STORAGE SPACE FOR ALL PAINTS, STAINS AND SOLVENTS INSIDE A COVERED STORAGE AREA.
4. ALL FUELS, OILS, AND GREASE MUST BE KEPT IN CONTAINERS AT ALL TIMES.

EROSION & SEDIMENT CONTROL NOTES:

1. INSTALL EROSION CONTROL MEASURES AS INDICATED ON THE PLAN PRIOR TO THE START OF ANY EXCAVATION WORK. EROSION CONTROL MEASURES WILL BE IMPLEMENTED IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL MANUAL, NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND THE GOVERNING MUNICIPAL REQUIREMENTS.
2. REMOVE AND STOCKPILE TOPSOIL AS DIRECTED BY THE CONSTRUCTION MANAGER REPLACE TOPSOIL TO A MINIMUM 6" DEPTH WITH TOPSOIL OR AMENDED SOIL. ALL DISTURBED AREAS TO BE SEEDED TO PROMOTE VEGETATION AS SOON AS PRACTICABLE.
3. IF THE SEASONS PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE "STANDARDS", NETTING OR LIQUID MULCH BINDER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE 80% UNIFORM VEGETATIVE COVER HAS BEEN ACHIEVED.
5. ALL EROSION CONTROL MEASURES ARE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED AT A MINIMUM OF EVERY 3 MONTHS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL OR AMENDED TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
7. THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/HER FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL, EROSION CONTROL STRUCTURES, TREE PROTECTION AND PRESERVATION THROUGHOUT CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE FINISH GRADED TO PROMOTE VEGETATION ON ALL EXPOSED AREAS AS SOON AS PRACTICABLE. STABILIZATION PRACTICES (TEMPORARY/PERMANENT SEEDING, MULCHING, GEOTEXTILES, ETC.) MUST BE IMPLEMENTED WITHIN SEVEN (7) DAYS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND NOT EXPECTED TO RESUME WITHIN FOURTEEN (14) DAYS.
9. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. ALL CONSTRUCTION DEBRIS AND SEDIMENT SPOILS, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
10. DUST SHALL BE CONTROLLED BY WATERING.
11. ADJOINING PROPERTY SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
12. SLOPE TRACKING SHALL BE IMPLEMENTED ON ALL SLOPE 1 ON 3 OR GREATER AT THE END OF EACH WORK DAY AND PRIOR TO FINAL SLOPE GRADING AND STABILIZATION.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE A QUALIFIED INSPECTOR TO INSPECT THE PROJECT AT THE END OF EACH WORK WEEK AND PROVIDE A REPORT AT LEAST ONCE PER WEEK.
2. EROSION CONTROL MEASURES WILL BE IMPLEMENTED IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL MANUAL, ONONDAGA COUNTY HEALTH DEPARTMENT, AND THE TOWN OF MANLIUS REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE BEST MANAGEMENT PRACTICES (BMP'S) UNTIL GROUND COVER IS ESTABLISHED.
4. REMOVE AND STOCKPILE TOPSOIL AS DIRECTED BY THE CONSTRUCTION MANAGER. REPLACE TOPSOIL TO A MINIMUM 6" DEPTH. ALL DISTURBED AREAS TO BE HYDROSEEDED AS DIRECTED BY THE CONSTRUCTION MANAGER TO PROMOTE VEGETATION AS SOON AS PRACTICABLE.
5. IF THE SEASONS PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE "STANDARDS".
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS. EROSION CONTROL MEASURES SHALL NOT BE REMOVED BEFORE 80% UNIFORM VEGETATION HAS BEEN ACHIEVED.
7. ALL EROSION CONTROL MEASURES ARE TO BE REPLACED WHENEVER THEY BECOME CLOGGED OR INOPERABLE AND SHALL BE REPLACED WHEN THEY HAVE REACHED THE DESIGN LIFE INDICATED IN THE NYS GUIDELINES FOR URBAN EROSION SEDIMENT CONTROL DESIGN MANUAL OR EVERY THREE MONTHS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF TOPSOIL TO ALL DISTURBED AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES.
9. THE CONTRACTOR SHALL DESIGNATE A MEMBER OF HIS/HER FIRM TO BE RESPONSIBLE TO MONITOR EROSION CONTROL AND EROSION CONTROL STRUCTURES THROUGHOUT CONSTRUCTION.
10. ALL DISTURBED AREAS SHALL BE FINISH GRADED TO PROMOTE VEGETATION ON ALL EXPOSED AREAS AS SOON AS PRACTICABLE. STABILIZATION PRACTICES (TEMPORARY/PERMANENT SEEDING, MULCHING, GEOTEXTILES, ETC.) MUST BE IMPLEMENTED WITHIN SEVEN (7) DAYS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND NOT EXPECTED TO RESUME WITHIN FOURTEEN (14) DAYS.
11. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. ALL CONSTRUCTION DEBRIS AND SEDIMENT SPOILS, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
12. DUST SHALL BE CONTROLLED BY WATERING.
13. ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
14. EROSION CONTROL MEASURES SHOULD BE RELOCATED INWARD AS PERIMETER SLOPE CONSTRUCTION PROGRESSES AND RECONSTRUCTED TO THE NYS STANDARDS & SPECIFICATION AT THE END OF EACH DAY.
15. PERIMETER AREAS SHALL BE TEMPORARILY STABILIZED WITH SEED AND MULCH PROGRESSIVELY AT MINIMUM AT THE END OF EACH WEEK WITH 100% PERENNIAL RYEGRASS MIX AT A RATE OF 2-4 LBS PER 1000 SF AND MULCH 90-100 LBS PER 1000 SF OF WEED FREE STRAW.
16. SLOPE TRACKING SHALL BE IMPLEMENTED ON ALL SLOPE 1 ON 3 OR GREATER AT THE END OF EACH WORK DAY AND PRIOR TO FINAL SLOPE GRADING AND STABILIZATION.

SITE STABILIZATION:

1. WHEN FINAL GRADE IS ACHIEVED DURING NON-GERMINATING MONTHS, THE AREA SHOULD BE MULCHED UNTIL THE BEGINNING OF THE NEXT PLANTING SEASON.
2. MULCHES SHOULD BE APPLIED AT THE RATES SHOWN IN THE MULCH APPLICATION RATES TABLE. VERY LITTLE BARE GROUND SHOULD BE VISIBLE THROUGH THE MULCH.
3. STRAW AND HAY MULCH SHOULD BE ANCHORED OR TACKIFIED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN. A TRACTOR-DRAWN IMPLEMENTS MAY BE USED TO "CRIMP" THE STRAW OR HAY INTO THE SOIL - ABOUT 3 INCHES. THIS METHOD SHOULD BE LIMITED TO SLOPES NO STEEPER THAN 3H:1V. THE MACHINERY SHOULD BE OPERATED ALONG THE CONTOUR. NOTE: CRIMPING OF HAY OR STRAW BY RUNNING OVER IT WITH TRACKED MACHINERY IS NOT RECOMMENDED.
4. BEFORE SEEDING IS APPLIED THE CONTRACTOR SHALL SPREAD SOIL TO PREVENT PONDING AND CONFIRM THAT SOIL WILL SUSTAIN THE SEED GERMINATION AND ESTABLISHMENT OF VEGETATION.
5. GRADED AREAS SHOULD BE SCARIFIED OR OTHERWISE LOOSENED TO A DEPTH OF 3 TO 5 INCHES TO PERMIT BONDING OF THE TOPSOIL TO THE SURFACE AREAS AND TO PROVIDE A ROUGHENED SURFACE TO PREVENT TOPSOIL FROM SLIDING DOWN SLOPE. COMPACTED SOILS SHOULD BE SCARIFIED TO A DEPTH OF 6 TO 12 INCHES, ALONG CONTOUR WHEREVER POSSIBLE, PRIOR TO SEEDING.
6. TOPSOIL OR AMENDED SOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A MINIMUM DEPTH OF 6 INCHES. SPREADING SHOULD BE DONE IN SUCH A MANNER THAT SODDING OR SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OR TILLAGE. IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOIL PLACEMENT SHOULD BE CORRECTED IN ORDER TO PREVENT FORMATION OF DEPRESSIONS.
7. TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL OR SUBSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION.
8. WHEN USED AS A MULCH REPLACEMENT, THE APPLICATION RATE (THICKNESS) OF THE COMPOST SHOULD BE ½" TO ¾". COMPOST SHOULD BE PLACED EVENLY AND SHOULD PROVIDE 100% SOIL COVERAGE. NO SOIL SHOULD BE VISIBLE.
9. POLYMERIC AND GUM TACKIFIERS MIXED AND APPLIED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS MAY BE USED TO TACK MULCH. AVOID APPLICATION DURING RAIN AND ON WINDY DAYS. A 24-HOUR CURING PERIOD AND A SOIL TEMPERATURE HIGHER THAN 45° F ARE TYPICALLY REQUIRED. APPLICATION SHOULD GENERALLY BE HEAVIEST AT EDGES OF SEEDED AREAS AND AT CRESTS OF RIDGES AND BANKS TO PREVENT LOSS BY WIND. THE REMAINDER OF THE AREA SHOULD HAVE BINDER APPLIED UNIFORMLY. BINDERS MAY BE APPLIED AFTER MULCH IS SPREAD OR SPRAYED INTO THE MULCH AS IT IS BEING BLOWN ONTO THE SOIL. APPLYING STRAW AND BINDER TOGETHER IS GENERALLY MORE EFFECTIVE.
10. SYNTHETIC BINDERS, OR CHEMICAL BINDERS, MAY BE USED AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH PROVIDED SUFFICIENT DOCUMENTATION IS PROVIDED TO SHOW THEY ARE NON-TOXIC TO NATIVE PLANT AND ANIMAL SPECIES.
11. MULCH ON SLOPES OF 8% OR STEEPER SHOULD BE HELD IN PLACE WITH NETTING. LIGHTWEIGHT PLASTIC, FIBER, OR PAPER NETS MAY BE STAPLED OVER THE MULCH ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
12. SHREDDED PAPER HYDROMULCH SHOULD NOT BE USED ON SLOPES STEEPER THAN 5%. WOOD FIBER HYDROMULCH MAY BE APPLIED ON STEEPER SLOPES PROVIDED A TACKIFIER IS USED. THE APPLICATION RATE FOR ANY HYDROMULCH SHOULD BE 2,000 LB/ACRE AT A MINIMUM.
13. LIME, FERTILIZER, SEED, AND MULCH DISTURBED AREAS PER THE EROSION AND SEDIMENT CONTROL PLANS. IN AREAS OF STEEP SLOPES OR OBVIOUS AREAS WHERE POTENTIAL EROSION MAY OCCUR, AN EROSION CONTROL MAT OR FLEXIBLE GROWTH MEDIUM (FGM) SHALL BE USED. FGM SHALL BE APPLIED PER MANUFACTURER SPECIFICATIONS.
14. ONCE A SECTION OF THE ALIGNMENT HAS BEEN STABILIZED, NO CONSTRUCTION TRAFFIC SHALL OCCUR TO REMOVE ANY BMPS UNTIL THE SECTION HAS ACHIEVED 80% PERENNIAL VEGETATIVE COVER. AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM 80% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NONVEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING OR OTHER MOVEMENTS.

12/19/2020 10:37 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190C001_General Notes.dwg

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
280 East Broad Street
Suite 200
Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

DATE	DESCRIPTION

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STATE OF NEW YORK · ROBERT PAUL SIWIALA · 085487-1 · LICENSED PROFESSIONAL ENGINEER

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GENERAL NOTES

Drawing Number:

C001

PROPERTY OWNERS		
#	NAME	SECTION BLOCK LOT (SBL)
1	ROACH BRENDA S	6.-04-33.0
2	JONES KATHRYN H	6.-04-32.0
3	HYDE EUGENE P	6.-04-31.0
4	PIECHOWICZ DAVID M	6.-04-30.0
5	RUPE RANDOL C	6.-04-29.0
6	MARCY ELIZABETH	6.-04-28.0
7	BARFOOT BRIAN P	6.-04-27.0
8	SERAFIN MICHEAL J	6.-04-26.0
9	RUSSO JAMES II	6.-04-25.0
10	LUNENBURG JEAN M	6.-04-23.0
11	BETHKA AMY M	6.-04-22.0
12	YOUNG FAMILY REVOC TRUST, WILLIAM J YOUNG FAMILY REVOC TRUS	6.-04-21.0
13	DURANTINI MELISSA A	6.-04-20.0
14	HILL MATTHEW	6.-04-19.0
15	GEORGE FAMILY TRUST GUY	6.-04-18.0
16	GILCHER PENELOPE L	6.-04-17.0
17	CHABOT YOLANDE	6.-04-16.0
18	FANNETTI MARY E	6.-04-15.0
19	QUICK ANNA M	6.-04-14.0
20	SHERMAN JAMES E	6.-04-13.0
21	CLOBRIDGE LIVING TRUST PAUL G II	6.-04-12.0
22	VENTRESCA DONNA M	6.-04-11.0

0 250 500 750 FT

1" = 250' SCALE BAR

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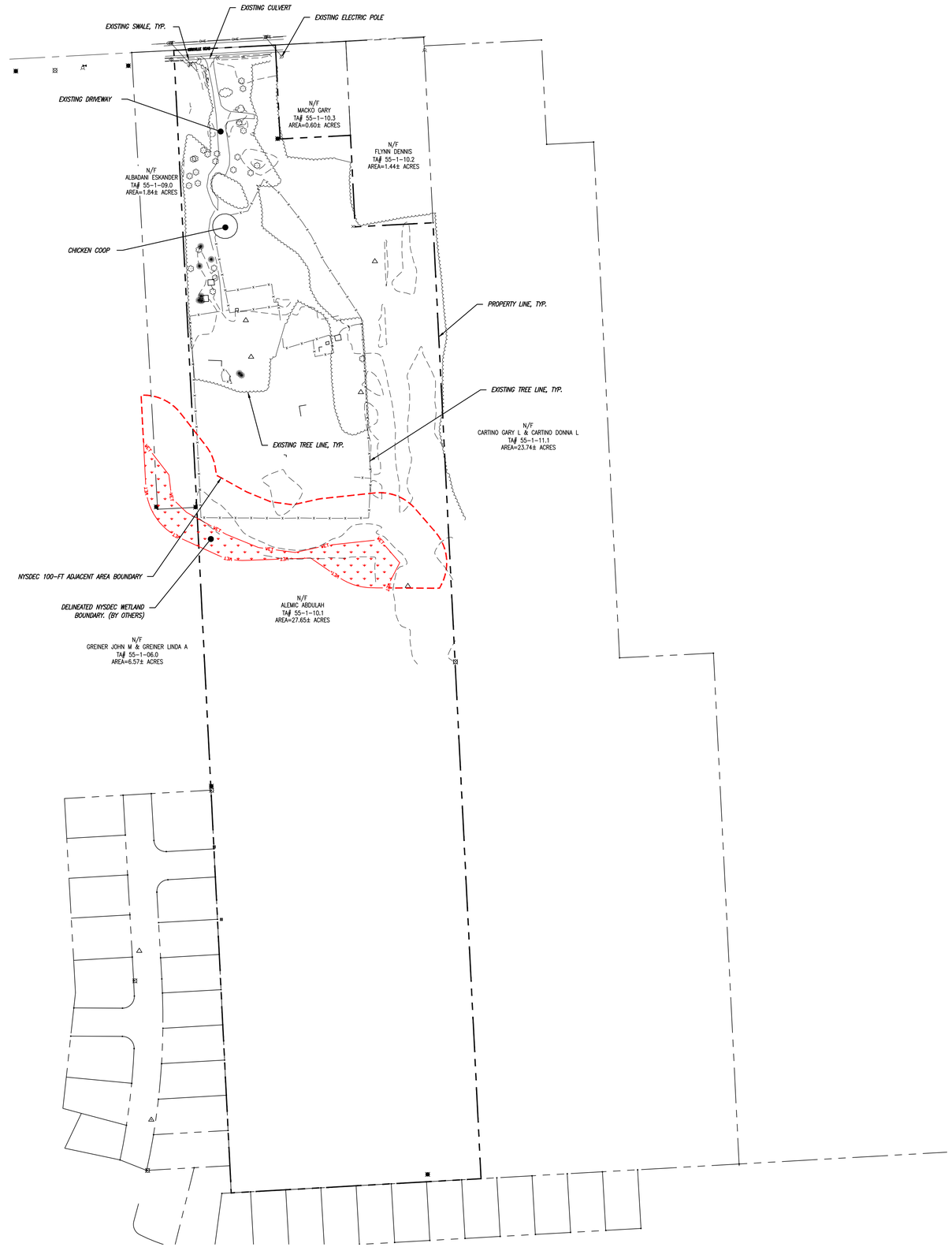
Project Manager:	Checked By:
ECR	RPS
Designed By:	Drawn By:
WD	WD
Date Issued:	Project Number:
12/18/20	14919.00

AREA PARCEL PLAN

Drawing Number:

C002

12/19/2020 10:43 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190OC002_Area Parcel Plan.dwg



LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOL BOLLARD/POST
- DS DOWNSPOUT
- E ELECTRICAL BOX
- M ELECTRIC METER
- TR TRANSFORMER
- GV GAS VALVE
- G GAS METER
- LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- T TELEPHONE JUNCTION BOX
- FLM FIBER OPTIC LINE MARKER
- UTILITY POLE
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- EXISTING FENCE
- OHE OVERHEAD UTILITY WIRE
- 100-FOOT NYSDEC WETLAND SETBACK
- SWL SWALE
- EDGE OF GRAVEL
- EXISTING TREELINE
- LTM MET DELINEATED WETLAND - NYSDEC

0 120 240 360 FT

1" = 120' SCALE BAR

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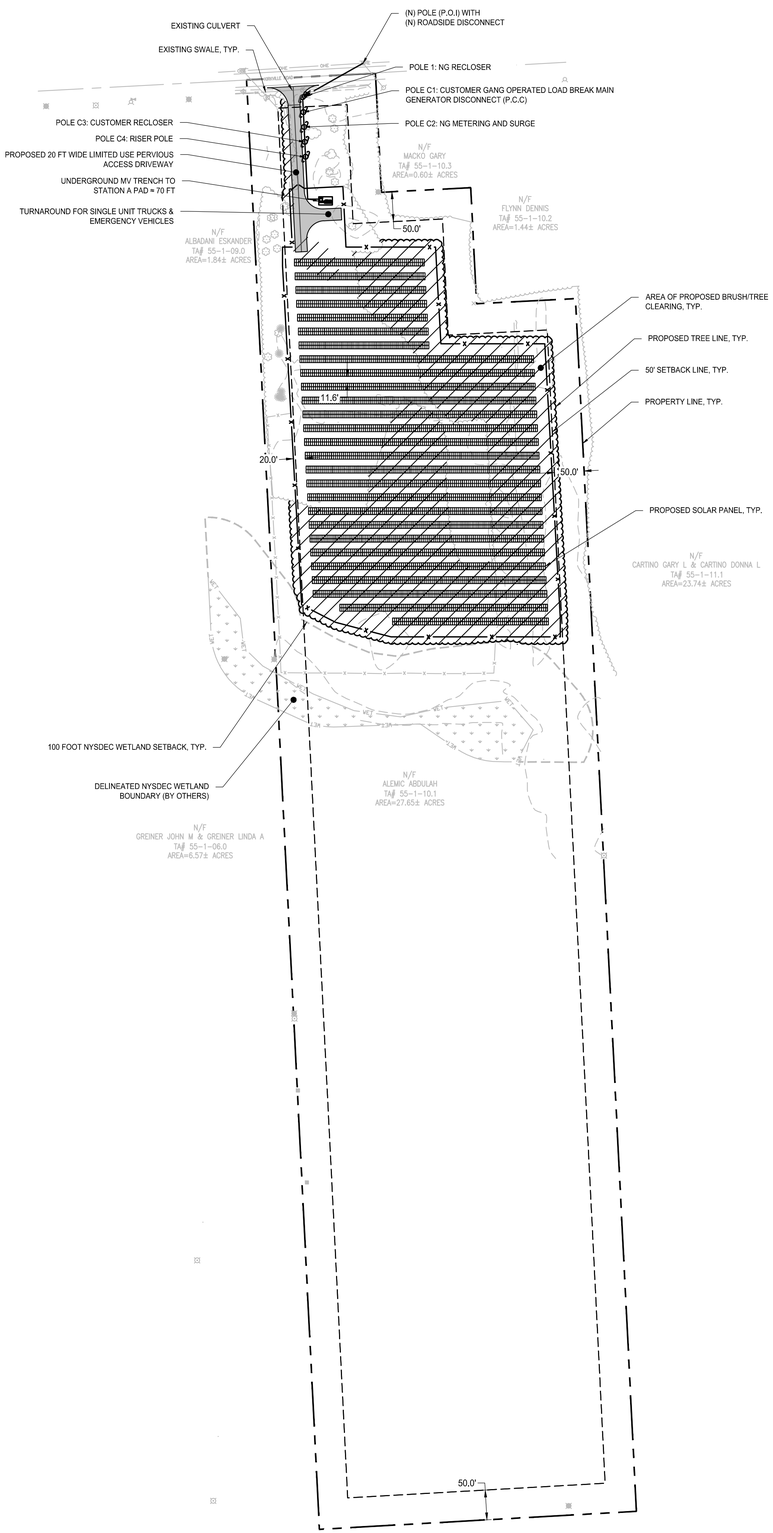
ECR	RPS
Designed By:	Drawn By:
WD	WD
Date Issued:	Project Number:
12/18/20	14919.00

EXISTING CONDITIONS PLAN

Drawing Number:

C003

12/19/2020 10:44 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\14919.00C002_EC.dwg



SITE PLAN DATA TABLE		
SITE IS LOCATED IN THE "R-A" RESTRICTED AGRICULTURAL DISTRICT		
PROPOSED USE: LARGE SCALE PHOTOVOLTAIC ENERGY SYSTEM		
PARCEL 55-1-10.1 TOWN OF MANLIUS COUNTY OF ONONDAGA, STATE OF NEW YORK		
APPLICANT: RPNY SOLAR 5, LLC 879 SANCHEZ STREET SAN FRANCISCO CA, 94114 (415) 710-3834	OWNER(S) OF RECORD: ALEMIC ABDULAH	
PLANS PREPARED BY: BERGMANN 280 EAST BROAD STREET, SUITE 200 ROCHESTER, NY 14604 (585) 232-5135		
DESCRIPTION	REQUIRED	PROPOSED
MIN. LOT SIZE	40,000 SF	1,199,725± SF
MIN. LOT WIDTH	150 FT	216± FT
MIN. SIDE YARD SETBACK	50 FT	65± FT
MIN. FRONT YARD SETBACK	50 FT	304± FT
MIN. REAR YARD SETBACK	50 FT	1,508± FT
MAX. HEIGHT OF PANELS	8 FT	8± FT
MAX. LOT COVERAGE (INCLUDING PANELS)	N/A	N/A

LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOX ELECTRICAL BOX
- DS ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GV LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
- TELEPHONE JUNCTION BOX
- FIBER OPTIC LINE MAKER
- UTILITY POLE (EXISTING)
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWL SWALE
- OHE OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST EXISTING STORM PIPE
- EDGE OF GRAVEL
- EXISTING TREELINE
- WET DELINEATED WETLAND - PEM
- TREE CLEARING
- PROPOSED LIMITED USE GRAVEL ACCESS ROAD
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- OHE PROPOSED OVERHEAD UTILITY WIRE
- UGE PROPOSED UNDERGROUND UTILITY WIRE
- X PROPOSED FENCE
- PROPOSED TREELINE

SYSTEM SPECIFICATIONS	
SLAYTON SETTLEMENT ROAD A & B	
	ARRAY A
SYSTEM SIZE DC	2,274.48 kW
SYSTEM SIZE AC	1,625.00 kW
DC/AC RATIO	1.40
MODULE MANUFACTURER	JINKO SOLAR
MODULE MODEL	JKM405M-72H-BDVP
MODULE RATING	405 W
TOTAL MODULE QTY	5,616
MODULES PER STRING	26
TOTAL NO. OF STRINGS	216
INVERTER MODEL	SUNGROW SG125HV
INVERTER RATING	125 kW
INVERTER QTY	13
STEP-UP TRANSFORMER	12kV/600V, 1625kVA
RACKING	FT GROUND MOUNT
TILT ANGLE	25°
INTER-ROW SPACING	14.8'
PITCH	26.9'
GCR	45%
SITE AREA INSIDE FENCE	6.95 AC

0 120 240 360 FT

1" = 120' SCALE BAR

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

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EAST SYRACUSE, NY 13057

RPNY SOLAR 5

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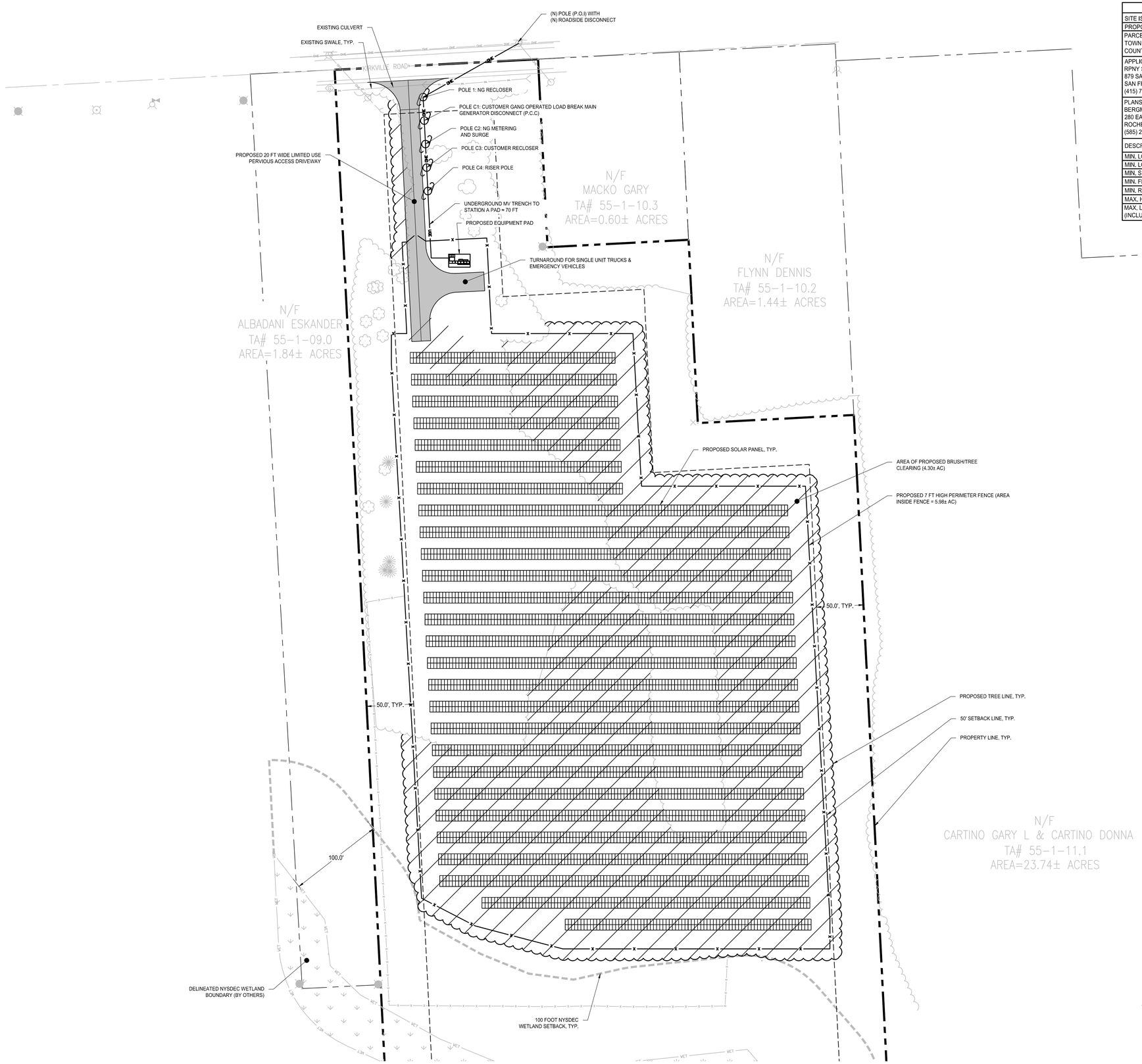
Project Manager: ECR
Checked By: RPS
Designed By: WD
Drawn By: WD
Date Issued: 12/18/20
Project Number: 14919.00

OVERALL SITE PLAN

Drawing Number:

C004

12/19/2020 10:46 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\14919.00C003_Overall Site.dwg



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MIN. REAR YARD SETBACK	50 FT	1,508± FT
MAX. HEIGHT OF PANELS	8 FT	8± FT
MAX. LOT COVERAGE (INCLUDING PANELS)	N/A	N/A

LEGEND

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- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOX ELECTRICAL BOX
- DS ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GV LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
- LIGHT POLE (PEDESTAL)
- WASH LIGHT
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- FIBER OPTIC LINE MAKER
- UTILITY POLE (EXISTING)
- GW GUY WIRE
- SP SIGNAL POLE
- TRAFFIC CONTROL CABINET
- HH RECTANGULAR HANDHOLE
- HH ROUND HANDHOLE
- HH SQUARE HANDHOLE
- HYD HYDRANT
- WV WATER VALVE
- FDC FIRE DEPARTMENT CONNECTION
- CO CLEAN OUT
- CB CATCH BASIN
- DMH INLET DRAINAGE MANHOLE
- SMH SANITARY MANHOLE
- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWALE
- OHE OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST EXISTING STORM PIPE
- EDGE OF GRAVEL
- EXISTING TREELINE
- LAR VET DELINEATED WETLAND - PEM
- TREE CLEARING
- PROPOSED LIMITED USE GRAVEL ACCESS ROAD
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- OHE PROPOSED OVERHEAD UTILITY WIRE
- UGE PROPOSED UNDERGROUND UTILITY WIRE
- X PROPOSED FENCE
- PROPOSED TREELINE

SYSTEM SPECIFICATIONS	
SLAYTON SETTLEMENT ROAD A & B	
	ARRAY A
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SYSTEM SIZE AC	1,625.00 kW
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INVERTER RATING	125 kW
INVERTER QTY	13
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RACKING	FT GROUND MOUNT
TILT ANGLE	25°
INTER-ROW SPACING	14.8'
PITCH	26.9'
GCR	45%
SITE AREA INSIDE FENCE	6.95 AC

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RPNY SOLAR 5

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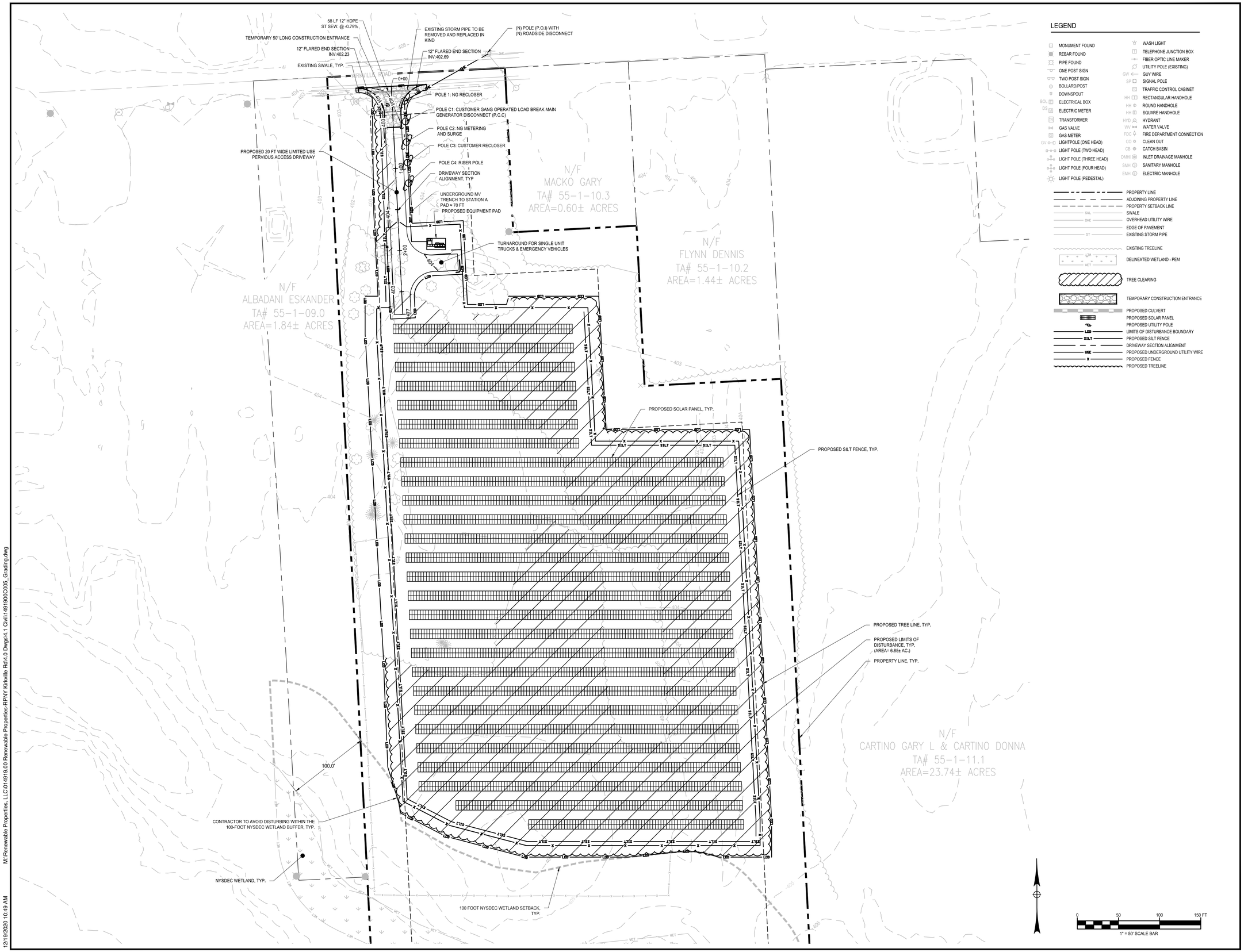
Designed By: WD
Drawn By: WD
Date Issued: 12/18/20
Project Number: 14919.00

SITE PLAN

Drawing Number:

C005

12/19/2020 10:47 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\1491900C004_Site.dwg



LEGEND

- MONUMENT FOUND
- REBAR FOUND
- PIPE FOUND
- ONE POST SIGN
- TWO POST SIGN
- BOLLARD/POST
- DOWNSPOUT
- BOL ELECTRICAL BOX
- DS ELECTRIC METER
- TRANSFORMER
- GAS VALVE
- GAS METER
- GJ LIGHTPOLE (ONE HEAD)
- LIGHT POLE (TWO HEAD)
- LIGHT POLE (THREE HEAD)
- LIGHT POLE (FOUR HEAD)
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- EMH ELECTRIC MANHOLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- PROPERTY SETBACK LINE
- SWL SWALE
- OHE OVERHEAD UTILITY WIRE
- EDGE OF PAVEMENT
- ST EXISTING STORM PIPE
- EXISTING TREELINE
- LIM VET DELINEATED WETLAND - PEM
- TREE CLEARING
- TEMPORARY CONSTRUCTION ENTRANCE
- PROPOSED CULVERT
- PROPOSED SOLAR PANEL
- PROPOSED UTILITY POLE
- LIMITS OF DISTURBANCE BOUNDARY
- SILT PROPOSED SILT FENCE
- DRIVEWAY SECTION ALIGNMENT
- UGE PROPOSED UNDERGROUND UTILITY WIRE
- PROPOSED FENCE
- PROPOSED TREELINE

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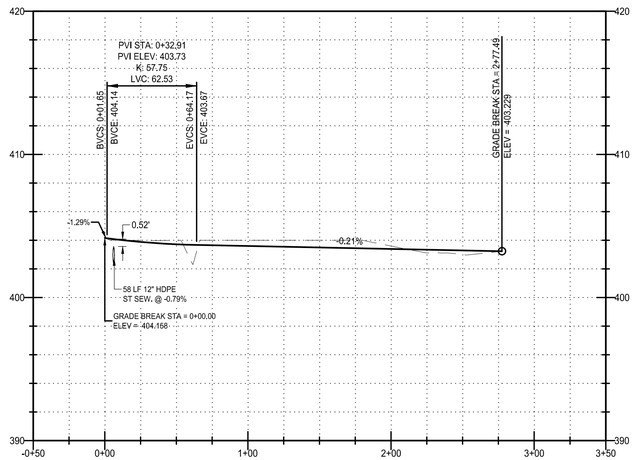
Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GRADING & EROSION CONTROL PLAN

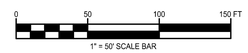
Drawing Number:

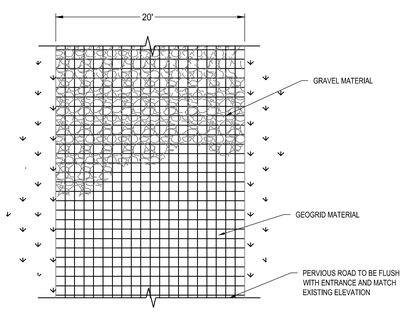
C006

12/19/2020 10:49 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\149190C005_Grading.dwg

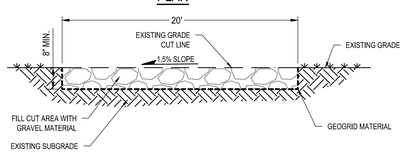


DRIVEWAY SECTION
1"=5' VERTICAL
1"=50' HORIZONTAL





PLAN



LIMITED USE PERVIOUS ACCESS ROAD - 0% TO 10% SLOPES

NO SCALE

GEOGRID MATERIAL NOTES:

1. THE GEOGRID, OR COMPARABLE PRODUCT, IS INTENDED FOR USE IN ALL CONDITIONS. IN ORDER TO ASSIST IN MATERIAL SEPARATION FROM NATIVE SOILS AND PRESERVE ACCESS LOADS.
2. GRAVEL FILL MATERIAL SHALL CONSIST OF 1-4" CLEAN, DURABLE, SHARP ANGLED CRUSHED STONE OF UNIFORM QUALITY, MEETING THE SPECIFICATION OF NYSDOT 703-02, SIZE DESIGNATION 3-5 OF TABLE 703-4. STONE MAY BE PLACED IN FRONT OF AND SPREAD WITH A TRACKED VEHICLE. GRAVEL SHALL NOT BE COMPACTED.
3. GEOGRID SHALL BE MIRAFI BXG110 OR APPROVED EQUAL. GEOGRID SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
4. IF MORE THAN ONE ROLL WIDTH IS REQUIRED, ROLLS SHOULD OVERLAP A MINIMUM OF SIX INCHES.
5. REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER TYING AND CONNECTIONS.
6. LIMITED USE PERVIOUS ACCESS ROAD SHALL BE DRESSED AS REQUIRED WITH ONLY 1-4" CRUSHED STONE MEETING NYSDOT 703-02 SPECIFICATIONS.

BASIS OF DESIGN: TENCATE MIRAFI BXG110 GEOGRIDS; 365 SOUTH HOLLAND DRIVE, PENDERGRASS, GA; 800-685-9990 OR 706-693-2226; WWW.MIRAFI.COM

WOVEN GEOTEXTILE MATERIAL NOTES:

1. SPECIFIED GEOTEXTILE WILL ONLY BE UTILIZED IN PLACID SOILS. PLACID SOILS CONSIST OF POORLY DRAINED SOILS COMPOSED OF FINELY TEXTURED PARTICLES AND ARE PRONE TO RUTTING. PLACID SOILS ARE TYPICALLY PRESENT IN LOW-LYING AREAS WITH HYDROLOGIC SOILS GROUP (HSG) OF C OR D OR AS SPECIFIED FROM AN ENVIRONMENTAL SCIENTIST, SOIL SCIENTIST OR GEOTECHNICAL DATA.
2. THE CONCERN OF POTENTIAL REDUCTION OF NATIVE INFILTRATION RATES DIE TO THE GEOTEXTILE MATERIAL WOULD NOT BE A SIGNIFICANT CONCERN IN POORLY DRAINED SOILS WHERE SEGREGATION OF PERVIOUS STONE AND NATIVE MATERIALS IS CRUCIAL FOR LONG TERM OPERATION AND MAINTENANCE.

BASIS OF DESIGN: TENCATE MIRAFI BSI-SERIES WOVEN GEOSYNTHETICS; 365 SOUTH HOLLAND DRIVE, PENDERGRASS, GA; 800-685-9990 OR 706-693-2226; WWW.MIRAFI.COM

GENERAL NOTES:

1. USE OF THIS DETAIL/CRITERION IS LIMITED TO ACCESS ROADS USED ON AN OCCASIONAL BASIS ONLY (I.E. PROVIDE ACCESS FOR MOVING, EQUIPMENT REPAIR OR MAINTENANCE).
2. LIMITED USE PERVIOUS ACCESS ROAD IS LIMITED TO LOW IMPACT IRREGULAR MAINTENANCE ACCESS ASSOCIATED WITH RENEWABLE ENERGY PROJECTS IN NEW YORK STATE.
3. REMOVE STUMPS, ROCKS AND DEBRIS AS NECESSARY, FILL VOIDS TO MATCH EXISTING NATIVE SOILS AND COMPACTION LEVEL.
4. REMOVED TOPSOIL MAY BE SPREAD IN ADJACENT AREAS AS DIRECTED BY THE PROJECT ENGINEER. COMPACT TO THE DEGREE OF THE NATIVE IN SITU SOIL. DO NOT PLACE IN AN AREA THAT IMPEDES STORM WATER DRAINAGE.
5. GRADE ROADWAY, WHERE NECESSARY, TO NATIVE SOILS AND DESIRED ELEVATION. MINOR GRADING FOR CROSS SLOPE CUT AND FILL MAY BE REQUIRED.
6. REMOVE REFUSE SOILS AS DIRECTED BY THE PROJECT ENGINEER. DO NOT PLACE IN AN AREA THAT IMPEDES STORM WATER DRAINAGE.
7. ROADWAY WIDTH TO BE DETERMINED BY CLIENT.
8. THE LIMITED USE PERVIOUS ACCESS ROAD CROSS SLOPE SHALL BE 1.5% IN MOST CASES AND SHOULD NOT EXCEED 6%. THE LONGITUDINAL SLOPE OF THE ACCESS DRIVE SHOULD NOT EXCEED 15%.
9. LIMITED USE PERVIOUS ACCESS ROAD IS NOT INTENDED TO BE UTILIZED FOR CONSTRUCTION WHICH MAY SUBJECT THE ACCESS TO SEDIMENT TRACKING. THIS SPECIFICATION IS TO BE DEVELOPED FOR POST-CONSTRUCTION USE. SOIL RESTORATION PRACTICES MAY BE APPLICABLE TO RESTORE CONSTRUCTION RELATED COMPACTION TO PRE-EXISTING CONDITIONS AND SHOULD BE VERIFIED BY SOIL PENETROMETER READINGS. THE PENETROMETER READINGS SHALL BE COMPARED TO THE RESPECTIVE RECORDED READINGS TAKEN PRIOR TO CONSTRUCTION. EVERY 100 LINEAR FEET ALONG THE PROPOSED ROADWAY.
10. TO ENSURE THAT SOIL IS NOT TRACKED ONTO THE LIMITED USE PERVIOUS ACCESS ROAD, IT SHALL NOT BE USED BY CONSTRUCTION VEHICLES TRANSPORTING SOIL, FILL MATERIAL, ETC. IF THE LIMITED USE PERVIOUS ACCESS IS COMPLETED DURING THE INITIAL PHASES OF CONSTRUCTION AND UTILIZED TO REMOVE SEDIMENT FROM CONSTRUCTION VEHICLES AND EQUIPMENT PRIOR TO ENTERING THE LIMITED USE PERVIOUS ACCESS ROAD FROM ANY LOCATION ON, OR OFF SITE. MAINTENANCE OF THE PERVIOUS ACCESS ROAD WILL BE REQUIRED IF SEDIMENT IS OBSERVED WITHIN THE CLEAN STONE.
11. THE LIMITED USE PERVIOUS ACCESS ROAD SHALL NOT BE CONSTRUCTED OR USED UNTIL ALL AREAS SUBJECT TO RUNOFF ONTO THE PERVIOUS ACCESS HAVE ACHIEVED FINAL STABILIZATION.
12. PROJECTS SHOULD AVOID INSTALLATION OF THE LIMITED USE PERVIOUS ACCESS ROAD IN POORLY DRAINED ARES, HOWEVER IF NO ALTERNATIVE LOCATION IS AVAILABLE, THE PROJECT SHALL UTILIZE WOVEN GEOTEXTILE MATERIAL AS DETAILED IN FOLLOWING NOTES.
13. THE DRAINAGE DITCH IS OFFERED IN THE DETAIL FOR CIRCUMSTANCES WHEN CONCENTRATED FLOW COULD NOT BE AVOIDED . THE INTENTION OF THE DESIGN IS TO MINIMIZE ALTERATIONS TO HYDROLOGY, HOWEVER WHEN DEALING WITH 5%-15% GRADES NOT PARALLEL TO THE CONTOUR, A ROADSIDE DITCH MAY BE REQUIRED. THE NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROLS FOR GRASSED WATERWAYS AND VEGETATED WATERWAYS ARE APPLICABLE FOR SIZING AND STABILIZATION, DIMENSIONS FOR THE GRASSED WATERWAY SPECIFICATION WOULD BE DESIGNED FOR PROJECT SPECIFIC HYDROLOGIC RUNOFF CALCULATIONS, AND A SEPARATE DETAIL FOR THE SPECIFIC GRASSED WATERWAY WOULD BE INCLUDED IN THIS PRACTICE. RUNOFF DISCHARGE WILL BE SUBJECT TO THE OUTLET REQUIREMENTS OF THE REFERENCED STANDARD. INCREASED POST-DEVELOPMENT RUNOFF FROM THE ASSOCIATED ROADSIDE DITCH MAY REQUIRE ADDITIONAL PRACTICES TO ATTENUATE RUNOFF TO PRE-DEVELOPMENT CONDITIONS.
14. IF A ROADSIDE DITCH IS NOT UTILIZED TO CAPTURE RUNOFF FROM THE ACCESS ROAD, THE PERVIOUS ACCESS ROAD WILL HAVE A WELL-ESTABLISHED PERENNIAL VEGETATIVE COVER, WHICH SHALL CONSIST OF UNIFORM VEGETATION (I.E. BUFFER), 20 FEET WIDE AND PARALLEL TO THE DOWN GRADIENT SIDE OF THE ACCESS ROAD. POST-CONSTRICTION OPERATION AND MAINTENANCE PRACTICES WILL MAINTAIN THIS VEGETATIVE COVER TO ENSURE FINAL STABILIZATION FOR THE LIFE OF THE ACCESS ROAD.
15. THE DESIGN PROFESSIONAL MUST ACCOUNT FOR THE LIMITED USED PERVIOUS ACCESS ROAD IN THEIR SITE ASSESSMENT / HYDROLOGY ANALYSIS. IF THE HYDROLOGY ANALYSIS SHOWS THAT THE HYDROLOGY HAS BEEN ALTERED FROM PRE- TO POST-DEVELOPMENT CONDITIONS (SEE APPENDIX A OF GP-0-20-001 FOR THE DEFINITION OF "ALTER THE HYDROLOGY..."), THE DESIGN MUST INCLUDE THE NECESSARY DETENTION/RETENTION PRACTICES TO ATTENUATE THE RATES (10 AND 100 YEAR EVENTS) TO PRE-DEVELOPMENT CONDITIONS.

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
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www.bergmannpc.com

DATE	DESCRIPTION

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

GRADING PLAN DETAILS

Drawing Number:

C007

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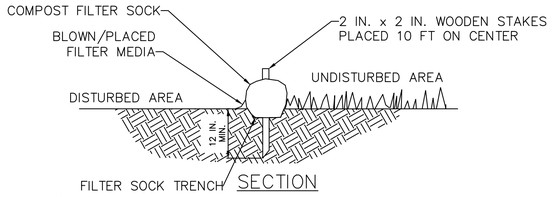
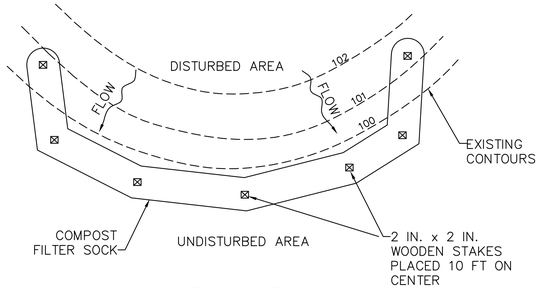


SECTION



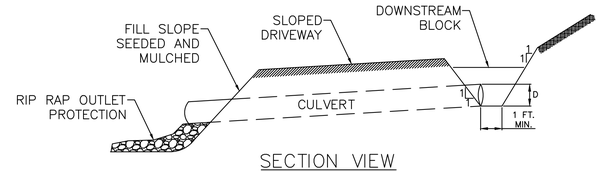
PLAN VIEW

NOTES:

1. SOCK FABRIC AND COMPOST SHALL MEET ALL STATE STANDARDS.
2. COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
4. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
5. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
6. BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

18" COMPOST FILTER SOCK

NO SCALE



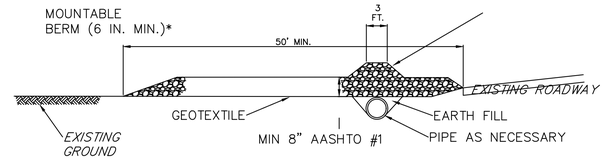
SECTION VIEW

NOTES:

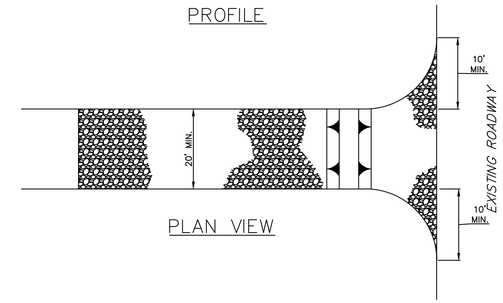
1. CUT AND FILL SLOPES SHALL BE STABILIZED IMMEDIATELY UPON COMPLETION OF DRIVEWAY GRADING. THESE AREAS SHALL BE BLANKETED WHEREVER THEY ARE LOCATED WITHIN 50 FEET OF A SURFACE WATER OR WITHIN 100 FEET OF AN HIGH QUALITY OR EXCEPTIONAL VALUE SURFACE WATER OR WHERE A SUITABLE VEGETATIVE FILTER STRIP DOES NOT EXIST.
2. A TOP DRESSING COMPOSED OF HARD, DURABLE STONE SHALL BE PROVIDED FOR SOILS HAVING LOW STRENGTH.
3. DRIVEWAY DITCHES SHALL BE PROVIDED WITH ADEQUATE PROTECTIVE LINING WHEREVER RUNOFF CANNOT SHEET FLOW AWAY FROM THE DRIVEWAY.
4. DRIVEWAY SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED DRIVEWAYS, DITCHES, OR CROSS DRAINS SHALL BE REPAIRED IMMEDIATELY.

CROSS CULVERT

NO SCALE



PROFILE



PLAN VIEW

* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE

NOTES:

1. REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.
2. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.
3. MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.
4. MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

STABILIZED CONSTRUCTION ENTRANCE

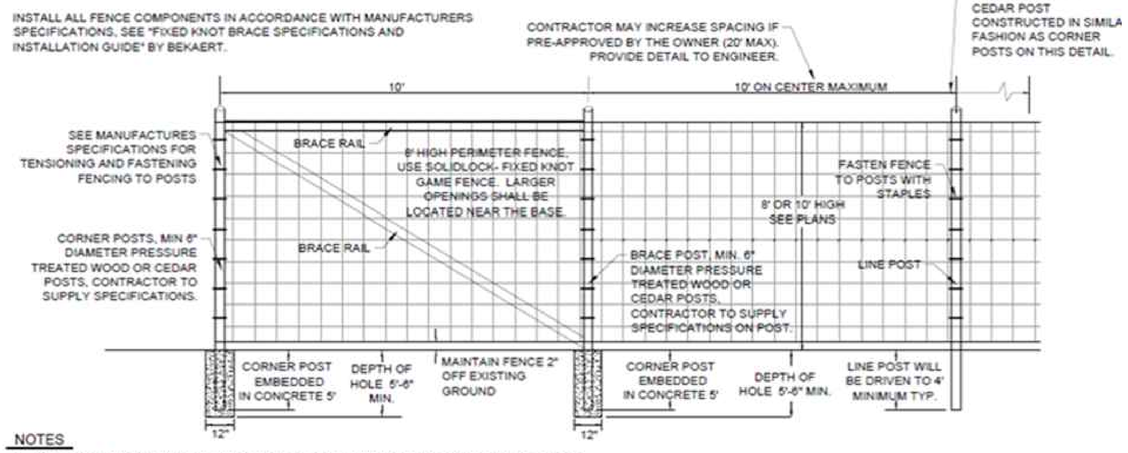
NO SCALE

FENCE MATERIAL:
SOLIDLOCK FIXED KNOT GAME FENCE SPECIFICATION:

- FENCE FABRIC SHALL BE BEKAERT ZA-6" FIXED KNOT GAME FENCE
- 96" OR 120" HIGH (FOR 120" HIGH CONTRACTOR MAY USE TWO SECTIONS FABRIC SECTIONS, SECTIONS MUST BE PERMANENTLY SECURED AT EACH WIRE FABRIC SQUARE ALONG THE WIRE FABRIC JOINT)
- 12.5 GAUGE WIRE
- CLASS 3 GALVANIZED

INSTALL ALL FENCE COMPONENTS IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS, SEE "FIXED KNOT BRACE SPECIFICATIONS AND INSTALLATION GUIDE" BY BEKAERT.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING FENCE.



NOTES

1. ADDITIONAL BRACING MAY BE REQUIRED ON LONGER FENCE RUNS. CONTRACTOR TO ADD ADDITIONAL BRACING WHEN CONTRACTOR OBSERVES CORNER POST DEFLECTION DURING FENCE TENSINOING/FASTENING.
2. FABRIC TO BE FASTENED TO POSTS WITH STAPLES APPROVED BY THE ENGINEER.
3. FENCE SHALL BE INSTALLED WITH 6"x6" OPENINGS AT THE BOTTOM.

PERIMETER FENCE DETAIL

NO SCALE

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DATE	DESCRIPTION

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Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

DETAILS I

Drawing Number:

C008

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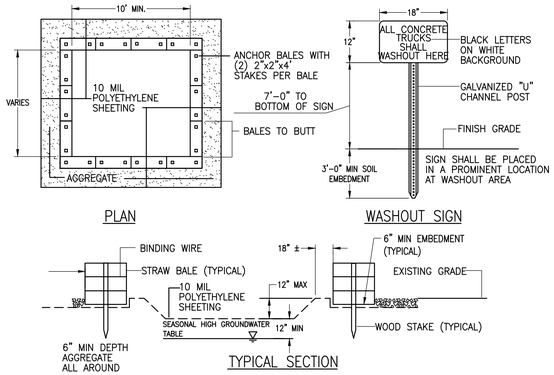
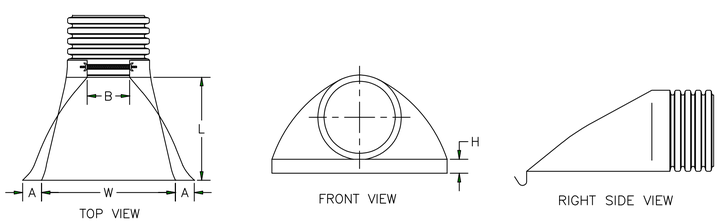


1. CONTAINMENT MUST BE STRUCTURALLY SOUND AND LEAK FREE AND CONTAIN ALL LIQUID WASTES.
2. CONTAINMENT DEVICES MUST BE OF SUFFICIENT QUANTITY OR VOLUME TO COMPLETELY CONTAIN THE LIQUID WASTES GENERATED.
3. WASHOUT MUST BE CLEANED OR NEW FACILITIES CONSTRUCTED AND READY TO USE ONCE WASHOUT IS 75% FULL.
4. WASHOUT AREA(S) SHALL BE INSTALLED IN A LOCATION EASILY ACCESSIBLE BY CONCRETE TRUCKS.
5. ONE OR MORE AREAS MAY BE INSTALLED ON THE CONSTRUCTION SITE AND MAY BE RELOCATED AS CONSTRUCTION PROGRESSES.
6. AT LEAST WEEKLY REMOVE ACCUMULATION OF SAND AND AGGREGATE AND DISPOSE OF PROPERLY.

CONCRETE WASHOUT

NO SCALE

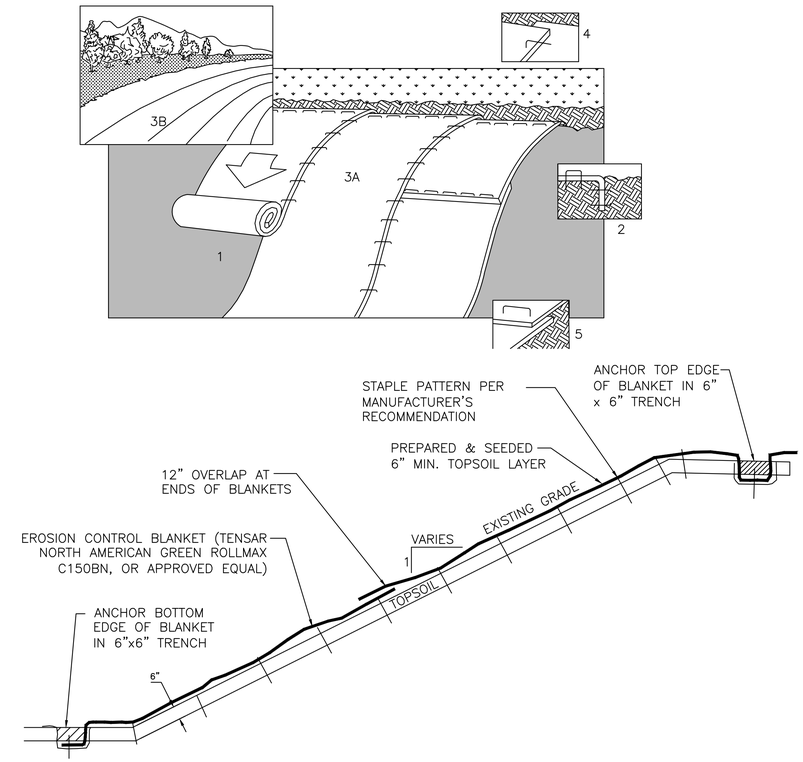
PIPE DIAMETER, in (mm)						
Diameter in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
A in (mm)	6.5 (165)	6.5 (165)	7.5 (191)	7.5 (191)	7.5 (191)	7.5 (191)
B (max) in (mm)	10.0 (254)	10.0 (254)	15.0 (381)	18.0 (475)	22.0 (559)	25.0 (635)
H in (mm)	6.5 (165)	6.5 (165)	6.5 (165)	6.5 (165)	8.6 (218)	8.6 (218)
L in (mm)	25.0 (635)	25.0 (635)	32.0 (813)	36.0 (914)	58.0 (1473)	58.0 (1473)
W in (mm)	29.0 (737)	29.0 (737)	35.0 (889)	45.0 (1143)	63.0 (1600)	63.0 (1600)



NOTES:
1. PRODUCT SHOWN FROM ADS, INC. OF HDPE MEETING ASTM D3350 MINIMUM CELL CLASSIFICATION 213320C
2. AN ALTERNATIVE SUPPLIER CAN BE USED AS LONG AS MINIMUM SPECIFICATIONS ABOVE ARE MET
3. WHEN PROVIDED, METAL THREADED FASTENING ROD SHALL BE STAINLESS STEEL.
4. INVERT OF THE PIPE AND THE END SECTION SHALL BE AT THE SAME ELEVATION

TYPICAL FLARED END SECTION SPECIFICATION

NO SCALE



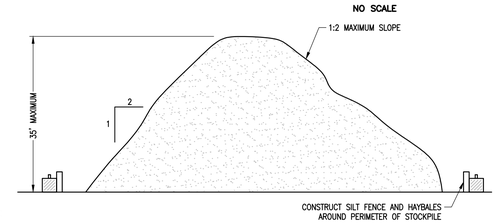
NOTES:

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 12" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
6. EROSION CONTROL BLANKETS SHALL BE INSTALLED ON ALL 3:1 OR STEEPER SLOPES WITH A MINIMUM OF 6 INCHES OF TOPSOIL.
7. THE USE OF FLEXIBLE GROWTH MEDIUM, BONDED FIBER MATRIX, OR POLYMER STABILIZED FIBER MATRIX, APPLIED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS, IS AN ACCEPTABLE ALTERNATIVE TO THE USE OF EROSION CONTROL BLANKET.

EROSION CONTROL BLANKET

NO SCALE

NO SCALE



NOTES:

1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. APPLICATION OF SOIL STABILIZATION MEASURES, I.E. SEEDING AND MULCH APPLICATION, SHALL BE COMPLETED WITHIN FOURTEEN (14) DAYS FROM THE DATA SOIL ACTIVITY HAS CEASED.
5. LOCATION OF THE SOIL STOCKPILE TO BE DETERMINED BY CONSTRUCTION MANAGER ON SITE.

STOCK PILE DETAIL

NO SCALE

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Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

DETAILS II

Drawing Number:

C009

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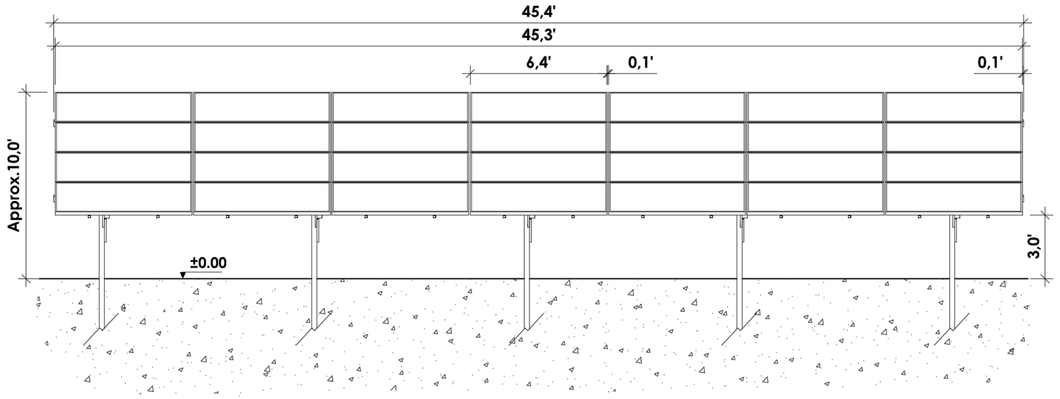
28 MODULES STRUCTURE



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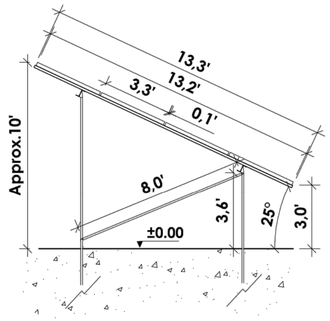
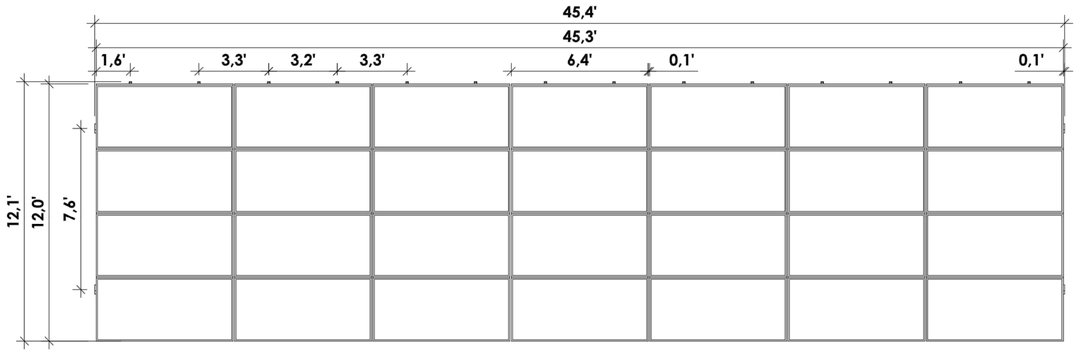
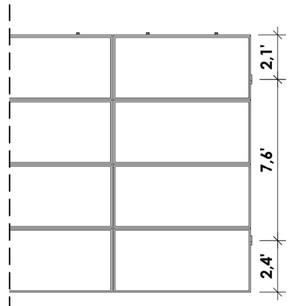


LEFT SIDE



PLANT



PV PANEL CLAMPS POSITION

NOTES:

-TYPICAL INSTALLATION DIMENSIONS; MAY BE ADJUSTED TO SUIT FIELD CONDITIONS WITHIN THE TOLERANCES PROVIDED.
-FINAL DESIGN AND ENGINEERING PLANS IN DETAIL WILL BE PERFORMED BY RACKING MANUFACTURER

FEATURES:
- 4 x 7 - 25° - LANDSCAPE
- ETL CLASSIFIED TO UL2703
- CUSTOM ENGINEERED TO EXCEED APPLICABLE ASCE 7-10, IBC, AND UL STANDARDS
- ELECTRICALLY BONDED SYSTEM
- 30 AMP MAXIMUM FUSE RATING

FIXED TILT SOLAR ARRAY DETAIL

NO SCALE

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

280 East Broad Street
Suite 200
Rochester, NY 14604

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

STATE OF NEW YORK · ROBERT PAUL SMYLA · 085487 · LICENSED PROFESSIONAL ENGINEER

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Landscape Architects & Surveyors, D.P.C

Project Manager: ECR	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued: 12/18/20	Project Number: 14919.00

DETAILS III

Drawing Number:

C010

12/19/2020 10:51 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\1491900C008-C011_Details.dwg

Upland Seed Mix		
Low-Growing Wildflower & Grass Mix - ERNMX #156		
Seeding Rate: 20 lb per acre with a cover crop of grain rye at 30 lb per acre		
SCIENTIFIC NAME	**COMMON NAME**	**% OF MIX**
Festuca ovina	Sheep Fescue, Variety Not Stated	63.60%
Lolium multiflorum (L. perenne var. italicum)	Annual Ryegrass	17%
Linum perenne ssp. lewisii	Perennial Blue Flax	8%
Rudbeckia hirta	Blackeyed Susan, Coastal Plain NC Ecotype	2%
Coreopsis lanceolata	Lanceleaf Coreopsis, Coastal Plain NC Ecotype	2%
Chrysanthemum leucanthemum	Oxeye Daisy	2%
Chrysanthemum maximum	Shasta Daisy	1%
Chamaecrista fasciculata (Cassia f.)	Partridge Pea, PA Ecotype	1%
Papaver rhoeas, Shirley Mix	Corn Poppy/Shirley Mix	1%
Achillea millefolium	Common Yarrow	0.5%
Aster oblongifolius (Symphyotrichum oblongifolium)	Aromatic Aster, PA Ecotype	0.5%
Eupatorium coelestinum (Conoclinium c.)	Mistflower, VA Ecotype	0.5%
Monarda punctata, Coastal Plain SC Ecotype	Spotted Beebalm, Coastal Plain SC Ecotype	0.5%
Asclepias tuberosa	Butterfly Milkweed	0.3%
Pycnanthemum tenuifolium	Slender Mountainmint	0.1%
Company Information		
Ernst Conservation Seeds, Inc.		
Address: 8884 Mercer Pike, Meadville, PA 16335		
Phone: (800) 873-3321		
Web: http://www.ernstseed.com		

*OR APPROVED EQUIVALENT

Ernst Conservation Seeds
8884 Mercer Pike
Meadville, PA 16335
(800) 873-3321 Fax (814) 336-5191
www.ernstseed.com

Date: December 14, 2020

Fuzz & Buzz Mix - Standard - ERNMX-146

	Botanical Name	**Common Name**	**Price/lb**
26.40 %	*Lolium perenne, 'Crave', Tetraploid*	Perennial Ryegrass, 'Crave', Tetraploid	2.31
25.80 %	*Dactylis glomerata, 'Pennlate'*	Orchardgrass, 'Pennlate'	2.75
18.90 %	*Poa pratensis, 'Troy'*	Kentucky Bluegrass, 'Troy' (pasture type)	3.08
12.00 %	*Festuca elatior x Lolium perenne, Duo*	Festulolium, 'Duo'	1.87
5.70 %	*Trifolium hybridum*	Alsike Clover	3.58
5.70 %	*Trifolium pratense, Medium, Variety Not Stated*	Red Clover, Medium, Variety Not Stated	2.75
1.30 %	*Chrysanthemum leucanthemum*	Oxeye Daisy	30.80
1.30 %	*Cichorium intybus*	Blue Chicory	17.60
1.10 %	*Lotus corniculatus, 'Leo'*	Bird's Foot Trefoil, 'Leo'	5.78
0.90 %	*Coreopsis lanceolata*	Lanceleaf Coreopsis	26.40
0.90 %	*Solidago nemoralis, PA Ecotype*	Gray Goldenrod, PA Ecotype	396.00
100.00 %		**Mix Price/lb Bulk:**	**$6.98**

Seeding Rate: Expect to apply about 26.5 lbs per acre.
Forage & Pasture Sites; Solar Sites

*OR APPROVED EQUIVALENT

NOTES:

1. FUZZ & BUZZ MIX TO BE USED INSIDE THE FENCED AREAS. UPLAND SEED MIX TO BE USED OUTSIDE THE FENCE.

POLLINATOR –SEED MIX

NOTES:

1. WHEN FINAL GRADE IS ACHIEVED DURING NON–GERMINATING MONTHS, THE AREA SHOULD BE TEMPORARILY STABILIZED UNTIL THE BEGINNING OF THE NEXT PLANTING SEASON.
2. MULCHES SHOULD BE APPLIED AT THE RATES SHOWN IN THE MULCH APPLICATION RATES TABLE. VERY LITTLE BARE GROUND SHOULD BE VISIBLE THROUGH THE MULCH.
3. STRAW AND HAY MULCH SHOULD BE ANCHORED OR TACKIFIED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN.
4. TOPSOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A DEPTH OF 6 INCHES MINIMUM. SPREADING SHOULD BE DONE IN SUCH A MANNER THAT SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OR TILLAGE.
5. TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL OF SUBSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION.
6. WHEN USED AS A MULCH REPLACEMENT, THE APPLICATION RATE (THICKNESS) OF THE COMPOST SHOULD BE 1/2" TO 3/4". COMPOST SHOULD BE PLACED EVENLY AND SHOULD PROVIDE 100% SOIL COVERAGE. NO SOIL SHOULD BE VISIBLE.
7. PERMANENT STABILIZATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF EARTH DISTURBANCE.

SOIL AMENDMENT APPLICATION RATE EQUIVALENTS

SOIL AMENDMENT		**PER ACRE**	**PER 1,000 SQ. FT.**	**PER 1,000 SQ. YD.**	**NOTES**
PERMANENT SEEDING	AGRICULTURAL LIME	6 TONS	240 LB.	2,480 LB.	OR AS PER SOIL TEST: MAY NOT BE REQUIRED IN AGRICULTURAL FIELDS
	10-10-20 FERTILIZER	1,000 L.B.	25 LB.	210 LB.	
TEMPORARY SEEDING	AGRICULTURAL LIME	1 TON	40 LB.	410 LB.	TYPICALLY NOT REQUIRED FOR TOPSOIL STOCKPILES
	10-10-20 FERTILIZER	500 LB.	12.5 LB.	100 LB.	

COMPOST STANDARDS

ORGANIC MATTER CONTENT	80% - 100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
pH	5.5 - 8.0
MOISTURE CONTENT	35% - 55%
PARTICLE SIZE	98% PASS THROUGH 1" SCREEN
SOLUBLE SALT CONCENTRATION	5.0 dS/m (mmhos/cm) MAXIMUM

MULCH APPLICATION RATES

MULCH TYPE	**APPLICATION RATE (MIN.)**			**NOTES**
	PER ACRE	**PER 1,000 SQ. FT.**	**PER 1,000 SQ. YD.**	
STRAW	3 TONS	140 LB.	1,240 LB.	EITHER WHEAT OR OAT STRAW, FREE OF WEEDS, NOT CHOPPED OR FINELY BROKEN
HAY	3 TONS	140 LB.	1,240 LB.	TIMOTHY, MIXED CLOVER AND TIMOTHY, OR OTHER NATIVE FORAGE GRASSES
WOOD CELLULOSE	1,500 LB.	35 LB.	310 LB.	DO NOT USE ALONE IN WINTER, DURING HOT AND DRY WEATHER OR ON STEEP SLOPES (> 3:1)
WOOD	1,000 LB. CELLULOSE	25 LB.	210 LB.	WHEN USED OVER STRAW OR HAY
WOOD CHIPS	4 - 6 TONS	185 - 275 LB.	1,650 - 2,500 LB.	MAY PREVENT GERMINATION OF GRASSES AND LEGUMES

SITE STABILIZATION – SEED MIX

KIRKVILLE ROAD

COMMUNITY SOLAR FARM PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RPNY SOLAR 5

RENEWABLE PROPERTIES

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

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www.bergmannpc.com

DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

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Project Manager: ECR
Checked By: RPS
Designed By: WD
Drawn By: WD
Date Issued: 12/18/20
Project Number: 14919.00

DETAILS IV

Drawing Number:
C011

12/19/2020 10:51 AM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\4.0 Dwgs\4.1 Civil\14919000C009-C011_Details.dwg

Appendix D
Notice of Intent (NOI)

NOI for coverage under Stormwater General Permit for Construction Activity

version 1.28

(Submission #: HP5-2SCA-XHXGF, version 1)

Details

Submission Alias	Kirkville Road_NOI for coverage under Stormwater General Permit for Construction Activity
Originally Started By	Websly Darbouze
Submission ID	HP5-2SCA-XHXGF
Submission Reason	New
Status	Draft

Form Input

Owner/Operator Information

Owner/Operator Name (Company/Private Owner/Municipality/Agency/Institution, etc.)
RPNY Solar 5, LLC

Owner/Operator Contact Person Last Name (NOT CONSULTANT)
Loucas

Owner/Operator Contact Person First Name
Stephanie

Owner/Operator Mailing Address
879 Sanchez Street

City
San Francisco

State
CA

Zip
94114

Phone
415-449-1528

Email
sloucas@renewprop.com

Federal Tax ID
NONE PROVIDED

Project Location

Project/Site Name
Kirkville Road Solar Project

Street Address (Not P.O. Box)
7390 Kirkville Road

Side of Street
South

City/Town/Village (THAT ISSUES BUILDING PERMIT)
Manlius

State
NY

Zip
13057

County
ONONDAGA

DEC Region
7

Name of Nearest Cross Street
Schepps Corners Road

Distance to Nearest Cross Street (Feet)
3000

Project In Relation to Cross Street
West

Tax Map Numbers Section-Block-Parcel
55.-1-10.1

Tax Map Numbers
NONE PROVIDED

1. Coordinates

Provide the Geographic Coordinates for the project site. The two methods are:
- Navigate to the project location on the map (below) and click to place a marker and obtain the XY coordinates.
- The "Find Me" button will provide the lat/long for the person filling out this form. Then pan the map to the correct location and click the map to place a marker and obtain the XY coordinates.

Navigate to your location and click on the map to get the X,Y coordinates
43.084113,-76.011518

Project Details

2. What is the nature of this project?
Redevelopment with no increase in impervious area

3. Select the predominant land use for both pre and post development conditions.

Pre-Development Existing Landuse
Pasture/Open Land

Post-Development Future Land Use
Other: Solar Farm

3a. If Single Family Subdivision was selected in question 3, enter the number of subdivision lots.
NONE PROVIDED

---

4. In accordance with the larger common plan of development or sale, enter the total project site acreage, the acreage to be disturbed and the future impervious area (acreage)within the disturbed area.

*** ROUND TO THE NEAREST TENTH OF AN ACRE. ***

Total Site Area (acres)
27.65

Total Area to be Disturbed (acres)
5.0

Existing Impervious Area to be Disturbed (acres)
0.149

Future Impervious Area Within Disturbed Area (acres)
0

5. Do you plan to disturb more than 5 acres of soil at any one time?
No

---

6. Indicate the percentage (%) of each Hydrologic Soil Group(HSG) at the site.

A (%)
9.5

B (%)
0

C (%)
0

D (%)
90.5

7. Is this a phased project?
No

8. Enter the planned start and end dates of the disturbance activities.

Start Date
3/15/2021

End Date
8/15/2021

9. Identify the nearest surface waterbody(ies) to which construction site runoff will discharge.
On-Site NYSDEC Wetlands

9a. Type of waterbody identified in question 9?
Wetland/State Jurisdiction On Site (Answer 9b)

Other Waterbody Type Off Site Description
NONE PROVIDED

9b. If "wetland" was selected in 9A, how was the wetland identified?
Delineated by Consultant

10. Has the surface waterbody(ies in question 9 been identified as a 303(d) segment in Appendix E of GP-0-20-001?
No

11. Is this project located in one of the Watersheds identified in Appendix C of GP-0-20-001?
No

12. Is the project located in one of the watershed areas associated with AA and AA-S classified waters?
No

If No, skip question 13.

13. Does this construction activity disturb land with no existing impervious cover and where the Soil Slope Phase is identified as an E or F on the USDA Soil Survey?
No

If Yes, what is the acreage to be disturbed?
NONE PROVIDED

14. Will the project disturb soils within a State regulated wetland or the protected 100 foot adjacent area?
No

15. Does the site runoff enter a separate storm sewer system (including roadside drains, swales, ditches, culverts, etc)?
Yes

16. What is the name of the municipality/entity that owns the separate storm sewer system?
Town of Manlius

17. Does any runoff from the site enter a sewer classified as a Combined Sewer?
No

18. Will future use of this site be an agricultural property as defined by the NYS Agriculture and Markets Law?
No

19. Is this property owned by a state authority, state agency, federal government or local government?
No

20. Is this a remediation project being done under a Department approved work plan? (i.e. CERCLA, RCRA, Voluntary Cleanup Agreement, etc.)
No

Required SWPPP Components

21. Has the required Erosion and Sediment Control component of the SWPPP been developed in conformance with the current NYS Standards and Specifications for Erosion and Sediment Control (aka Blue Book)?
Yes

22. Does this construction activity require the development of a SWPPP that includes the post-construction stormwater management practice component (i.e. Runoff Reduction, Water Quality and Quantity Control practices/techniques)?
No

If you answered No in question 22, skip question 23 and the Post-construction Criteria and Post-construction SMP Identification sections.

23. Has the post-construction stormwater management practice component of the SWPPP been developed in conformance with the current NYS Stormwater Management Design Manual?
Yes

24. The Stormwater Pollution Prevention Plan (SWPPP) was prepared by:
Professional Engineer (P.E.)

SWPPP Preparer
Bergmann

Contact Name (Last, Space, First)
Switala, Robert

Mailing Address
2665 Corning Road

City
Horseheads

State
NY

Zip
14903

Phone
6077951110

Email
rswitala@bergmannpc.com

Download SWPPP Preparer Certification Form
Please take the following steps to prepare and upload your preparer certification form:

1) Click on the link below to download a blank certification form
2) The certified SWPPP preparer should sign this form

3) Scan the signed form
4) Upload the scanned document
Download SWPPP Preparer Certification Form

Please upload the SWPPP Preparer Certification
NONE PROVIDED
Comment
NONE PROVIDED

Erosion & Sediment Control Criteria

25. Has a construction sequence schedule for the planned management practices been prepared?
Yes

26. Select all of the erosion and sediment control practices that will be employed on the project site:

Temporary Structural
Stabilized Construction Entrance
Silt Fence

Biotechnical
None

Vegetative Measures
Mulching
Seeding

Permanent Structural
Land Grading

Other
NONE PROVIDED

Post-Construction Criteria

*** IMPORTANT: Completion of Questions 27-39 is not required if response to Question 22 is No.**

27. Identify all site planning practices that were used to prepare the final site plan/layout for the project.
Preservation of Undisturbed Area
Preservation of Buffers
Reduction of Clearing and Grading
Locating Development in Less Sensitive Areas
Roadway Reduction
Sidewalk Reduction
Driveway Reduction
Cul-de-sac Reduction
Building Footprint Reduction
Parking Reduction

27a. Indicate which of the following soil restoration criteria was used to address the requirements in Section 5.1.6("Soil Restoration") of the Design Manual (2010 version).
All disturbed areas will be restored in accordance with the Soil Restoration requirements in Table 5.3 of the Design Manual (see page 5-22).

28. Provide the total Water Quality Volume (WQv) required for this project (based on final site plan/layout). (Acre-feet)
NONE PROVIDED

29. Post-construction SMP Identification
Use the Post-construction SMP Identification section to identify the RR techniques (Area Reduction), RR techniques(Volume Reduction) and Standard SMPs with RRv Capacity that were used to reduce the Total WQv Required (#28).

Identify the SMPs to be used by providing the total impervious area that contributes runoff to each technique/practice selected. For the Area Reduction Techniques, provide the total contributing area (includes pervious area) and, if applicable, the total impervious area that contributes runoff to the technique/practice.

Note: Redevelopment projects shall use the Post-Construction SMP Identification section to identify the SMPs used to treat and/or reduce the WQv required. If runoff reduction techniques will not be used to reduce the required WQv, skip to question 33a after identifying the SMPs.

30. Indicate the Total RRv provided by the RR techniques (Area/Volume Reduction) and Standard SMPs with RRv capacity identified in question 29. (acre-feet)
NONE PROVIDED

31. Is the Total RRv provided (#30) greater than or equal to the total WQv required (#28)?
NONE PROVIDED

If Yes, go to question 36. If No, go to question 32.

32. Provide the Minimum RRv required based on HSG. [Minimum RRv Required = (P) (0.95) (Ai) / 12, Ai=(s) (Aic)] (acre-feet)
NONE PROVIDED

32a. Is the Total RRv provided (#30) greater than or equal to the Minimum RRv Required (#32)?
NONE PROVIDED

If Yes, go to question 33.
Note: Use the space provided in question #39 to summarize the specific site limitations and justification for not reducing 100% of WQv required (#28). A detailed evaluation of the specific site limitations and justification for not reducing 100% of the WQv required (#28) must also be included in the SWPPP.

If No, sizing criteria has not been met; therefore, NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

33. SMPs
Use the Post-construction SMP Identification section to identify the Standard SMPs and, if applicable, the Alternative SMPs to be used to treat the remaining total WQv (=Total WQv Required in #28 - Total RRv Provided in #30).

Also, provide the total impervious area that contributes runoff to each practice selected.

NOTE: Use the Post-construction SMP Identification section to identify the SMPs used on Redevelopment projects.

33a. Indicate the Total WQv provided (i.e. WQv treated) by the SMPs identified in question #33 and Standard SMPs with RRv Capacity identified in question #29. (acre-feet)
NONE PROVIDED

Note: For the standard SMPs with RRv capacity, the WQv provided by each practice = the WQv calculated using the contributing drainage area to the practice - provided by the practice. (See Table 3.5 in Design Manual)

34. Provide the sum of the Total RRv provided (#30) and the WQv provided (#33a).
NONE PROVIDED

35. Is the sum of the RRv provided (#30) and the WQv provided (#33a) greater than or equal to the total WQv required (#28)?
NONE PROVIDED

If Yes, go to question 36.

If No, sizing criteria has not been met; therefore, NOI can not be processed. SWPPP preparer must modify design to meet sizing criteria.

36. Provide the total Channel Protection Storage Volume (CPv required and provided or select waiver (#36a), if applicable.

CPv Required (acre-feet)
NONE PROVIDED

CPv Provided (acre-feet)
NONE PROVIDED

36a. The need to provide channel protection has been waived because:
NONE PROVIDED

37. Provide the Overbank Flood (Qp) and Extreme Flood (Qf) control criteria or select waiver (#37a), if applicable.

Overbank Flood Control Criteria (Qp)

Pre-Development (CFS)
6.95

Post-Development (CFS)
6.07

Total Extreme Flood Control Criteria (Qf)

Pre-Development (CFS)
18.43

Post-Development (CFS)
16.97

37a. The need to meet the Qp and Qf criteria has been waived because:
NONE PROVIDED

38. Has a long term Operation and Maintenance Plan for the post-construction stormwater management practice(s) been developed?
Yes

If Yes, Identify the entity responsible for the long term Operation and Maintenance
RPNY Solar 5, LLC

39. Use this space to summarize the specific site limitations and justification for not reducing 100% of WQv required (#28). (See question #32a) This space can also be used for other pertinent project information.
Question 22 is marked no above because this projct meets scenario 1 from the April 5, 2018 Guidance from the DEC on "Solar Panel Construction Stormwater Permitting/SWPPP Guidance". Therefore, The SWPPP for this project just addresses erosion and sediments controls.

Post-Construction SMP Identification

Runoff Reduction (RR) Techniques, Standard Stormwater Management Practices (SMPs) and Alternative SMPs
Identify the Post-construction SMPs to be used by providing the total impervious area that contributes runoff to each technique/practice selected. For the Area Reduction Techniques, provide the total contributing area (includes pervious area) and, if applicable, the total impervious area that contributes runoff to the technique/practice.

RR Techniques (Area Reduction)

Round to the nearest tenth

Total Contributing Acres for Conservation of Natural Area (RR-1)
NONE PROVIDED

Total Contributing Impervious Acres for Conservation of Natural Area (RR-1)
NONE PROVIDED

Total Contributing Acres for Sheetflow to Riparian Buffers/Filter Strips (RR-2)
NONE PROVIDED

Total Contributing Impervious Acres for Sheetflow to Riparian Buffers/Filter Strips (RR-2)
NONE PROVIDED

Total Contributing Acres for Tree Planting/Tree Pit (RR-3)
NONE PROVIDED

Total Contributing Impervious Acres for Tree Planting/Tree Pit (RR-3)
NONE PROVIDED

Total Contributing Acres for Disconnection of Rooftop Runoff (RR-4)
NONE PROVIDED

RR Techniques (Volume Reduction)

Total Contributing Impervious Acres for Disconnection of Rooftop Runoff (RR-4)
NONE PROVIDED

Total Contributing Impervious Acres for Vegetated Swale (RR-5)
NONE PROVIDED

Total Contributing Impervious Acres for Rain Garden (RR-6)
NONE PROVIDED

Total Contributing Impervious Acres for Stormwater Planter (RR-7)
NONE PROVIDED

Total Contributing Impervious Acres for Rain Barrel/Cistern (RR-8)
NONE PROVIDED

Total Contributing Impervious Acres for Porous Pavement (RR-9)
NONE PROVIDED

Total Contributing Impervious Acres for Green Roof (RR-10)
NONE PROVIDED

Standard SMPs with RRv Capacity

Total Contributing Impervious Acres for Infiltration Trench (I-1)
NONE PROVIDED

Total Contributing Impervious Acres for Infiltration Basin (I-2)
NONE PROVIDED

Total Contributing Impervious Acres for Dry Well (I-3)
NONE PROVIDED

Total Contributing Impervious Acres for Underground Infiltration System (I-4)
NONE PROVIDED

Total Contributing Impervious Acres for Bioretention (F-5)
NONE PROVIDED

Total Contributing Impervious Acres for Dry Swale (O-1)
NONE PROVIDED

Standard SMPs

Total Contributing Impervious Acres for Micropool Extended Detention (P-1)
NONE PROVIDED

Total Contributing Impervious Acres for Wet Pond (P-2)
NONE PROVIDED

Total Contributing Impervious Acres for Wet Extended Detention (P-3)
NONE PROVIDED

Total Contributing Impervious Acres for Multiple Pond System (P-4)
NONE PROVIDED

Total Contributing Impervious Acres for Pocket Pond (P-5)
NONE PROVIDED

Total Contributing Impervious Acres for Surface Sand Filter (F-1)
NONE PROVIDED

Total Contributing Impervious Acres for Underground Sand Filter (F-2)
NONE PROVIDED

Total Contributing Impervious Acres for Perimeter Sand Filter (F-3)
NONE PROVIDED

Total Contributing Impervious Acres for Organic Filter (F-4)
NONE PROVIDED

Total Contributing Impervious Acres for Shallow Wetland (W-1)
NONE PROVIDED

Total Contributing Impervious Acres for Extended Detention Wetland (W-2)
NONE PROVIDED

Total Contributing Impervious Acres for Pond/Wetland System (W-3)
NONE PROVIDED

Total Contributing Impervious Acres for Pocket Wetland (W-4)
NONE PROVIDED

Total Contributing Impervious Acres for Wet Swale (O-2)
NONE PROVIDED

Alternative SMPs (DO NOT INCLUDE PRACTICES BEING USED FOR PRETREATMENT ONLY)

Total Contributing Impervious Area for Hydrodynamic
NONE PROVIDED

Total Contributing Impervious Area for Wet Vault
NONE PROVIDED

Total Contributing Impervious Area for Media Filter
NONE PROVIDED

"Other" Alternative SMP?
NONE PROVIDED

Total Contributing Impervious Area for "Other"
NONE PROVIDED

Provide the name and manufaturer of the alternative SMPs (i.e. proprietary practice(s)) being used for WQv treatment.

Note: Redevelopment projects which do not use RR techniques, shall use questions 28, 29, 33 and 33a to provide SMPs used, total WQv required and total WQv provided for the project.

Manufacturer of Alternative SMP
NONE PROVIDED

Name of Alternative SMP
NONE PROVIDED

Other Permits

40. Identify other DEC permits, existing and new, that are required for this project/facility.
None

If SPDES Multi-Sector GP, then give permit ID
NONE PROVIDED

If Other, then identify
NONE PROVIDED

41. Does this project require a US Army Corps of Engineers Wetland Permit?
No

If "Yes," then indicate Size of Impact, in acres, to the nearest tenth
NONE PROVIDED

42. If this NOI is being submitted for the purpose of continuing or transferring coverage under a general permit for stormwater runoff from construction activities, please indicate the former SPDES number assigned.
NONE PROVIDED

MS4 SWPPP Acceptance

43. Is this project subject to the requirements of a regulated, traditional land use control MS4?
Yes - Please attach the MS4 Acceptance form below

If No, skip question 44

44. Has the "MS4 SWPPP Acceptance" form been signed by the principal executive officer or ranking elected official and submitted along with this NOI?
NONE PROVIDED

MS4 SWPPP Acceptance Form Download
Download form from the link below. Complete, sign, and upload.
MS4 SWPPP Acceptance Form

MS4 Acceptance Form Upload
NONE PROVIDED
Comment
NONE PROVIDED

Owner/Operator Certification

Owner/Operator Certification Form Download
Download the certification form by clicking the link below. Complete, sign, scan, and upload the form.
Owner/Operator Certification Form (PDF, 45KB)

Upload Owner/Operator Certification Form

NONE PROVIDED
Comment
NONE PROVIDED

Appendix E

NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activity

(GP-0-20-001)

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SPDES GENERAL PERMIT
FOR STORMWATER DISCHARGES

From

CONSTRUCTION ACTIVITY

Permit No. GP- 0-20-001

Issued Pursuant to Article 17, Titles 7, 8 and Article 70

of the Environmental Conservation Law

Effective Date: January 29, 2020 | Expiration Date: January 28, 2025

John J. Ferguson

Chief Permit Administrator

1-23-20

Authorized Signature | Date

Address: NYS DEC
Division of Environmental Permits
625 Broadway, 4th Floor
Albany, N.Y. 12233-1750

PREFACE

Pursuant to Section 402 of the Clean Water Act ("CWA"), stormwater *discharges* from certain *construction activities* are unlawful unless they are authorized by a *National Pollutant Discharge Elimination System ("NPDES")* permit or by a state permit program. New York administers the approved State Pollutant Discharge Elimination System (SPDES) program with permits issued in accordance with the New York State Environmental Conservation Law (ECL) Article 17, Titles 7, 8 and Article 70.

An *owner or operator* of a *construction activity* that is eligible for coverage under this permit must obtain coverage prior to the *commencement of construction activity*. Activities that fit the definition of "*construction activity*", as defined under 40 CFR 122.26(b)(14)(x), (15)(i), and (15)(ii), constitute construction of a *point source* and therefore, pursuant to ECL section 17-0505 and 17-0701, the *owner or operator* must have coverage under a SPDES permit prior to *commencing construction activity*. The *owner or operator* cannot wait until there is an actual *discharge* from the *construction site* to obtain permit coverage.

***Note: The italicized words/phrases within this permit are defined in Appendix A.**

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

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Part 1. PERMIT COVERAGE AND LIMITATIONS

A. Permit Application

This permit authorizes stormwater *discharges* to *surface waters of the State* from the following *construction activities* identified within 40 CFR Parts 122.26(b)(14)(x), 122.26(b)(15)(i) and 122.26(b)(15)(ii), provided all of the eligibility provisions of this permit are met:

1. *Construction activities* involving soil disturbances of one (1) or more acres; including disturbances of less than one acre that are part of a *larger common plan of development or sale* that will ultimately disturb one or more acres of land; excluding *routine maintenance activity* that is performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility;

2. *Construction activities* involving soil disturbances of less than one (1) acre where the Department has determined that a *SPDES* permit is required for stormwater *discharges* based on the potential for contribution to a violation of a *water quality standard* or for significant contribution of *pollutants* to *surface waters of the State.*

3. *Construction activities* located in the watershed(s) identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.

B. Effluent Limitations Applicable to Discharges from Construction Activities

*Discharge*s authorized by this permit must achieve, at a minimum, the effluent limitations in Part I.B.1. (a) – (f) of this permit. These limitations represent the degree of effluent reduction attainable by the application of best practicable technology currently available.

1. Erosion and Sediment Control Requirements - The *owner or operator* must select, design, install, implement and maintain control measures to *minimize* the *discharge* of *pollutants* and prevent a violation of the *water quality standards*. The selection, design, installation, implementation, and maintenance of these control measures must meet the non-numeric effluent limitations in Part I.B.1.(a) – (f) of this permit and be in accordance with the New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, using sound engineering judgment. Where control measures are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must include in the *Stormwater Pollution Prevention Plan* (“SWPPP”) the reason(s) for the

deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

a. **Erosion and Sediment Controls.** Design, install and maintain effective erosion and sediment controls to *minimize* the *discharge* of *pollutants* and prevent a violation of the *water quality standards*. At a minimum, such controls must be designed, installed and maintained to:

   (i) *Minimize* soil erosion through application of runoff control and soil stabilization control measure to *minimize pollutant discharge*s;

   (ii) Control stormwater *discharge*s, including both peak flowrates and total stormwater volume, to *minimize* channel and *streambank* erosion and scour in the immediate vicinity of the *discharge* points;

   (iii) *Minimize* the amount of soil exposed during *construction activity*;

   (iv) *Minimize* the disturbance of *steep slopes*;

   (v) *Minimize* sediment *discharge*s from the site;

   (vi) Provide and maintain *natural buffer*s around surface waters, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce *pollutant discharge*s, unless *infeasible*;

   (vii) *Minimize* soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted;

   (viii) Unless *infeasible*, preserve a sufficient amount of topsoil to complete soil restoration and establish a uniform, dense vegetative cover; and

   (ix) *Minimize* dust. On areas of exposed soil, *minimize* dust through the appropriate application of water or other dust suppression techniques to control the generation of pollutants that could be discharged from the site.

b. **Soil Stabilization**. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within fourteen (14) days from the date the current soil disturbance activity ceased. For construction sites that *directly discharge* to one of the 303(d) segments

listed in Appendix E or is located in one of the watersheds listed in Appendix C, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. See Appendix A for definition of *Temporarily Ceased*.

c. **Dewatering**. *Discharge*s from *dewatering* activities, including *discharge*s from *dewatering* of trenches and excavations, must be managed by appropriate control measures.

d. **Pollution Prevention Measures**. Design, install, implement, and maintain effective pollution prevention measures to *minimize* the *discharge* of *pollutants* and prevent a violation of the *water quality standards*. At a minimum, such measures must be designed, installed, implemented and maintained to:

   (i) *Minimize* the *discharge* of *pollutants* from equipment and vehicle washing, wheel wash water, and other wash waters. This applies to washing operations that use clean water only. Soaps, detergents and solvents cannot be used;

   (ii) *Minimize* the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, hazardous and toxic waste, and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a *discharge* of *pollutants*, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use) ; and

   (iii) Prevent the *discharge* of *pollutants* from spills and leaks and implement chemical spill and leak prevention and response procedures.

e. **Prohibited *Discharges*.** The following *discharge*s are prohibited:

   (i) Wastewater from washout of concrete;

   (ii) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

(iii) Fuels, oils, or other *pollutants* used in vehicle and equipment operation and maintenance;

(iv) Soaps or solvents used in vehicle and equipment washing; and

(v) Toxic or hazardous substances from a spill or other release.

f. Surface Outlets. When discharging from basins and impoundments, the outlets shall be designed, constructed and maintained in such a manner that sediment does not leave the basin or impoundment and that erosion at or below the outlet does not occur.

C. Post-construction Stormwater Management Practice Requirements

1. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must select, design, install, and maintain the practices to meet the *performance criteria* in the New York State Stormwater Management Design Manual ("Design Manual"), dated January 2015, using sound engineering judgment. Where post-construction stormwater management practices ("SMPs") are not designed in conformance with the *performance criteria* in the Design Manual, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

2. The *owner or operator* of a *construction activity* that requires post-construction stormwater management practices pursuant to Part III.C. of this permit must design the practices to meet the applicable *sizing criteria* in Part I.C.2.a., b., c. or d. of this permit.

a. Sizing Criteria for New Development

(i) Runoff Reduction Volume ("RRv"): Reduce the total Water Quality Volume ("WQv") by application of RR techniques and standard SMPs with RRv capacity. The total WQv shall be calculated in accordance with the criteria in Section 4.2 of the Design Manual.

(ii) Minimum RRv and Treatment of Remaining Total WQv: Construction activities that cannot meet the criteria in Part I.C.2.a.(i) of this permit due to site limitations shall direct runoff from all newly constructed impervious areas to a RR technique or standard SMP with RRv capacity unless infeasible. The specific site limitations that prevent the reduction of 100% of the WQv shall be documented in the SWPPP.

For each impervious area that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered infeasible.

In no case shall the runoff reduction achieved from the newly constructed impervious areas be less than the Minimum RRv as calculated using the criteria in Section 4.3 of the Design Manual. The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

(iii) Channel Protection Volume ("Cpv"): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
(1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
(2) The site discharges directly to tidal waters, or fifth order or larger streams.

(iv) *Overbank* Flood Control Criteria ("Qp"): Requires storage to attenuate the post-development 10-year, 24-hour peak discharge rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
(1) the site discharges directly to tidal waters or fifth order or larger streams, or
(2) A downstream analysis reveals that *overbank* control is not required.

(v) Extreme Flood Control Criteria ("Qf"): Requires storage to attenuate the post-development 100-year, 24-hour peak discharge rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
(1) the site discharges directly to tidal waters or fifth order or larger streams, or
(2) A downstream analysis reveals that *overbank* control is not required.

b. *Sizing Criteria* for *New Development* in Enhanced Phosphorus Removal Watershed

(i) Runoff Reduction Volume (RRv): Reduce the total Water Quality Volume (WQv) by application of RR techniques and standard SMPs with RRv capacity. The total WQv is the runoff volume from the 1-year, 24 hour design storm over the post-developed watershed and shall be

calculated in accordance with the criteria in Section 10.3 of the Design Manual.

(ii) Minimum RRv and Treatment of Remaining Total WQv: *Construction activities* that cannot meet the criteria in Part I.C.2.b.(i) of this permit due to *site limitations* shall direct runoff from all newly constructed *impervious areas* to a RR technique or standard SMP with RRv capacity unless *infeasible*. The specific *site limitations* that prevent the reduction of 100% of the WQv shall be documented in the SWPPP. For each *impervious area* that is not directed to a RR technique or standard SMP with RRv capacity, the SWPPP must include documentation which demonstrates that all options were considered and for each option explains why it is considered *infeasible.*

In no case shall the runoff reduction achieved from the newly constructed *impervious areas* be less than the Minimum RRv as calculated using the criteria in Section 10.3 of the Design Manual. The remaining portion of the total WQv that cannot be reduced shall be treated by application of standard SMPs.

(iii) Channel Protection Volume (Cpv): Provide 24 hour extended detention of the post-developed 1-year, 24-hour storm event; remaining after runoff reduction. The Cpv requirement does not apply when:
(1) Reduction of the entire Cpv is achieved by application of runoff reduction techniques or infiltration systems, or
(2) The site *discharge*s directly to tidal waters, or fifth order or larger streams.

(iv) *Overbank* Flood Control Criteria (Qp): Requires storage to attenuate the post-development 10-year, 24-hour peak *discharge* rate (Qp) to predevelopment rates. The Qp requirement does not apply when:
(1) the site *discharge*s directly to tidal waters or fifth order or larger streams, or
(2) A downstream analysis reveals that *overbank* control is not required.

(v) Extreme Flood Control Criteria (Qf): Requires storage to attenuate the post-development 100-year, 24-hour peak *discharge* rate (Qf) to predevelopment rates. The Qf requirement does not apply when:
(1) the site *discharge*s directly to tidal waters or fifth order or larger streams, or
(2) A downstream analysis reveals that *overbank* control is not required.

c. Sizing Criteria for Redevelopment Activity

(i) Water Quality Volume (WQv): The WQv treatment objective for *redevelopment activity* shall be addressed by one of the following options. *Redevelopment activities* located in an Enhanced Phosphorus Removal Watershed (see Part III.B.3. and Appendix C of this permit) shall calculate the WQv in accordance with Section 10.3 of the Design Manual. All other *redevelopment activities* shall calculate the WQv in accordance with Section 4.2 of the Design Manual.

(1) Reduce the existing *impervious cover* by a minimum of 25% of the total disturbed, *impervious area*. The Soil Restoration criteria in Section 5.1.6 of the Design Manual must be applied to all newly created pervious areas, or

(2) Capture and treat a minimum of 25% of the WQv from the disturbed, *impervious area* by the application of standard SMPs; or reduce 25% of the WQv from the disturbed, *impervious area* by the application of RR techniques or standard SMPs with RRv capacity., or

(3) Capture and treat a minimum of 75% of the WQv from the disturbed, *impervious area* as well as any additional runoff from tributary areas by application of the alternative practices discussed in Sections 9.3 and 9.4 of the Design Manual., or

(4) Application of a combination of 1, 2 and 3 above that provide a weighted average of at least two of the above methods. Application of this method shall be in accordance with the criteria in Section 9.2.1(B) (IV) of the Design Manual.

If there is an existing post-construction stormwater management practice located on the site that captures and treats runoff from the *impervious area* that is being disturbed, the WQv treatment option selected must, at a minimum, provide treatment equal to the treatment that was being provided by the existing practice(s) if that treatment is greater than the treatment required by options 1 – 4 above.

(ii) Channel Protection Volume (Cpv): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.

(iii) *Overbank* Flood Control Criteria (Qp): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site.

(iv) Extreme Flood Control Criteria (Qf): Not required if there are no changes to hydrology that increase the *discharge* rate from the project site

d. Sizing Criteria for Combination of Redevelopment Activity and New Development

Construction projects that include both New Development and Redevelopment Activity shall provide post-construction stormwater management controls that meet the sizing criteria calculated as an aggregate of the Sizing Criteria in Part I.C.2.a. or b. of this permit for the New Development portion of the project and Part I.C.2.c of this permit for Redevelopment Activity portion of the project.

D. Maintaining Water Quality

The Department expects that compliance with the conditions of this permit will control *discharge*s necessary to meet applicable *water quality standards*. It shall be a violation of the *ECL* for any discharge to either cause or contribute to a violation of *water quality standards* as contained in Parts 700 through 705 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York, such as:

1. There shall be no increase in turbidity that will cause a substantial visible contrast to natural conditions;

2. There shall be no increase in suspended, colloidal or settleable solids that will cause deposition or impair the waters for their best usages; and

3. There shall be no residue from oil and floating substances, nor visible oil film, nor globules of grease.

If there is evidence indicating that the stormwater *discharge*s authorized by this permit are causing, have the reasonable potential to cause, or are contributing to a violation of the *water quality standards*; the *owner or operator* must take appropriate corrective action in accordance with Part IV.C.5. of this general permit and document in accordance with Part IV.C.4. of this general permit. To address the *water quality standard* violation the *owner or operator* may need to provide additional information, include and implement appropriate controls in the SWPPP to correct the problem, or obtain an individual SPDES permit.

If there is evidence indicating that despite compliance with the terms and conditions of this general permit it is demonstrated that the stormwater *discharge*s authorized by this permit are causing or contributing to a violation of *water quality standards*, or if the Department determines that a modification of the permit is necessary to prevent a violation of *water quality standards*, the authorized *discharge*s will no longer be eligible for coverage under this permit. The Department may require the *owner or operator* to obtain an individual SPDES permit to continue discharging.

E. Eligibility Under This General Permit

1. This permit may authorize all *discharges* of stormwater from *construction activity* to *surface waters of the State* and *groundwaters* except for ineligible *discharges* identified under subparagraph F. of this Part.

2. Except for non-stormwater *discharges* explicitly listed in the next paragraph, this permit only authorizes stormwater *discharge*s; including stormwater runoff, snowmelt runoff, and surface runoff and drainage, from *construction activities*.

3. Notwithstanding paragraphs E.1 and E.2 above, the following non-stormwater discharges are authorized by this permit: those listed in 6 NYCRR 750-1.2(a)(29)(vi), with the following exception: "Discharges from firefighting activities are authorized only when the firefighting activities are emergencies/unplanned"; waters to which other components have not been added that are used to control dust in accordance with the SWPPP; and uncontaminated *discharge*s from *construction site* de-watering operations. All non-stormwater discharges must be identified in the SWPPP. Under all circumstances, the *owner or operator* must still comply with *water quality standards* in Part I.D of this permit.

4. The *owner or operator* must maintain permit eligibility to *discharge* under this permit. Any *discharges* that are not compliant with the eligibility conditions of this permit are not authorized by the permit and the *owner or operator* must either apply for a separate permit to cover those ineligible *discharges* or take steps necessary to make the *discharge* eligible for coverage.

F. Activities Which Are Ineligible for Coverage Under This General Permit

All of the following are **<u>not</u>** authorized by this permit:

1. *Discharge*s after *construction activities* have been completed and the site has undergone *final stabilization*;

2. *Discharge*s that are mixed with sources of non-stormwater other than those expressly authorized under subsection E.3. of this Part and identified in the SWPPP required by this permit;

3. *Discharges* that are required to obtain an individual SPDES permit or another SPDES general permit pursuant to Part VII.K. of this permit;

4. *Construction activities* or *discharges* from *construction activities* that may adversely affect an *endangered or threatened species* unless the *owner or*

operator has obtained a permit issued pursuant to 6 NYCRR Part 182 for the project or the Department has issued a letter of non-jurisdiction for the project. All documentation necessary to demonstrate eligibility shall be maintained on site in accordance with Part II.D.2 of this permit;

5. *Discharges* which either cause or contribute to a violation of *water quality standards* adopted pursuant to the *ECL* and its accompanying regulations;

6. *Construction activities* for residential, commercial and institutional projects:

   a. Where the *discharge*s from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and

   b. Which are undertaken on land with no existing *impervious cover*; and

   c. Which disturb one (1) or more acres of land designated on the current United States Department of Agriculture ("USDA") Soil Survey as Soil Slope Phase "D", (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase "E" or "F" (regardless of the map unit name), or a combination of the three designations.

7. *Construction activities* for linear transportation projects and linear utility projects:

   a. Where the *discharge*s from the *construction activities* are tributary to waters of the state classified as AA or AA-s; and

   b. Which are undertaken on land with no existing *impervious cover*; and

   c. Which disturb two (2) or more acres of land designated on the current USDA Soil Survey as Soil Slope Phase "D" (provided the map unit name is inclusive of slopes greater than 25%), or Soil Slope Phase "E" or "F" (regardless of the map unit name), or a combination of the three designations.

8. *Construction activities* that have the potential to affect an *historic property*, unless there is documentation that such impacts have been resolved. The following documentation necessary to demonstrate eligibility with this requirement shall be maintained on site in accordance with Part II.D.2 of this permit and made available to the Department in accordance with Part VII.F of this permit:

   a. Documentation that the *construction activity* is not within an archeologically sensitive area indicated on the sensitivity map, and that the *construction activity* is not located on or immediately adjacent to a property listed or determined to be eligible for listing on the National or State Registers of Historic Places, and that there is no new permanent building on the *construction site* within the following distances from a building, structure, or object that is more than 50 years old, or if there is such a new permanent building on the *construction site* within those parameters that NYS Office of Parks, Recreation and Historic Preservation (OPRHP), a Historic Preservation Commission of a Certified Local Government, or a qualified preservation professional has determined that the building, structure, or object more than 50 years old is not historically/archeologically significant.

      - 1-5 acres of disturbance - 20 feet
      - 5-20 acres of disturbance - 50 feet
      - 20+ acres of disturbance - 100 feet, or

   b. DEC consultation form sent to OPRHP, and copied to the NYS DEC Agency Historic Preservation Officer (APO), and
      (i) the State Environmental Quality Review (SEQR) Environmental Assessment Form (EAF) with a negative declaration or the Findings Statement, with documentation of OPRHP's agreement with the resolution; or
      (ii) documentation from OPRHP that the *construction activity* will result in No Impact; or
      (iii) documentation from OPRHP providing a determination of No Adverse Impact; or
      (iv) a Letter of Resolution signed by the owner/operator, OPRHP and the DEC APO which allows for this *construction activity* to be eligible for coverage under the general permit in terms of the State Historic Preservation Act (SHPA); or

   c. Documentation of satisfactory compliance with Section 106 of the National Historic Preservation Act for a coterminous project area:

(i) No Affect
(ii) No Adverse Affect
(iii) Executed Memorandum of Agreement, or

d. Documentation that:

(i) SHPA Section 14.09 has been completed by NYS DEC or another state agency.

9. *Discharge*s from *construction activities* that are subject to an existing SPDES individual or general permit where a SPDES permit for *construction activity* has been terminated or denied; or where the *owner or operator* has failed to renew an expired individual permit.

Part II. PERMIT COVERAGE

A. How to Obtain Coverage

1. An *owner or operator* of a *construction activity* that is not subject to the requirements of a regulated, traditional land use control MS4 must first prepare a SWPPP in accordance with all applicable requirements of this permit and then submit a completed Notice of Intent (NOI) to the Department to be authorized to discharge under this permit.

2. An *owner or operator* of a *construction activity* that is subject to the requirements of a *regulated, traditional land use control MS4* must first prepare a SWPPP in accordance with all applicable requirements of this permit and then have the SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department. The *owner or operator* shall have the “MS4 SWPPP Acceptance” form signed in accordance with Part VII.H., and then submit that form along with a completed NOI to the Department.

3. The requirement for an *owner or operator* to have its SWPPP reviewed and accepted by the *regulated, traditional land use control MS4* prior to submitting the NOI to the Department does not apply to an *owner or operator* that is obtaining permit coverage in accordance with the requirements in Part II.F. (Change of *Owner or Operator*) or where the *owner or operator* of the *construction activity* is the *regulated, traditional land use control MS4* . This exemption does not apply to *construction activities* subject to the New York City Administrative Code.

B. Notice of Intent (NOI) Submittal

1. Prior to December 21, 2020, an owner or operator shall use either the electronic (eNOI) or paper version of the NOI that the Department prepared. Both versions of the NOI are located on the Department's website (http://www.dec.ny.gov/). The paper version of the NOI shall be signed in accordance with Part VII.H. of this permit and submitted to the following address:

   NOTICE OF INTENT
   NYS DEC, Bureau of Water Permits
   625 Broadway, 4th Floor
   Albany, New York 12233-3505

2. Beginning December 21, 2020 and in accordance with EPA's 2015 NPDES Electronic Reporting Rule (40 CFR Part 127), the *owner or operator* must submit the NOI electronically using the *Department's* online NOI.

3. The *owner or operator* shall have the SWPPP preparer sign the "SWPPP Preparer Certification" statement on the NOI prior to submitting the form to the Department.

4. As of the date the NOI is submitted to the Department, the *owner or operator* shall make the NOI and SWPPP available for review and copying in accordance with the requirements in Part VII.F. of this permit.

C. Permit Authorization

1. An *owner or operator* shall not *commence construction activity* until their authorization to *discharge* under this permit goes into effect.

2. Authorization to *discharge* under this permit will be effective when the *owner or operator* has satisfied <u>all</u> of the following criteria:

   a. project review pursuant to the State Environmental Quality Review Act ("SEQRA") have been satisfied, when SEQRA is applicable. See the Department's website (http://www.dec.ny.gov/) for more information,

   b. where required, all necessary Department permits subject to the *Uniform Procedures Act ("UPA")* (see 6 NYCRR Part 621), or the equivalent from another New York State agency, have been obtained, unless otherwise notified by the Department pursuant to 6 NYCRR 621.3(a)(4). *Owners or operators* of *construction activities* that are required to obtain *UPA* permits

must submit a preliminary SWPPP to the appropriate DEC Permit Administrator at the Regional Office listed in Appendix F at the time all other necessary *UPA* permit applications are submitted. The preliminary SWPPP must include sufficient information to demonstrate that the *construction activity* qualifies for authorization under this permit,

c. the final SWPPP has been prepared, and

d. a complete NOI has been submitted to the Department in accordance with the requirements of this permit.

3. An *owner or operator* that has satisfied the requirements of Part II.C.2 above will be authorized to *discharge* stormwater from their *construction activity* in accordance with the following schedule:

   a. For *construction activities* that are <u>not</u> subject to the requirements of a *regulated, traditional land use control MS4*:

      (i) Five (5) business days from the date the Department receives a complete electronic version of the NOI (eNOI) for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.; or

      (ii) Sixty (60) business days from the date the Department receives a complete NOI (electronic or paper version) for *construction activities* with a SWPPP that has <u>not</u> been prepared in conformance with the design criteria in technical standard referenced in Part III.B.1. or, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C., the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, or;

      (iii) Ten (10) business days from the date the Department receives a complete paper version of the NOI for *construction activities* with a SWPPP that has been prepared in conformance with the design criteria in the technical standard referenced in Part III.B.1 and the *performance criteria* in the technical standard referenced in Parts III.B., 2 or 3, for *construction activities* that require post-construction stormwater management practices pursuant to Part III.C.

b. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*:

(i) Five (5) business days from the date the Department receives both a complete electronic version of the NOI (eNOI) and signed "*MS4* SWPPP Acceptance" form, or

(ii) Ten (10) business days from the date the Department receives both a complete paper version of the NOI and signed "MS4 SWPPP Acceptance" form.

4. Coverage under this permit authorizes stormwater *discharges* from only those areas of disturbance that are identified in the NOI. If an *owner or operator* wishes to have stormwater *discharges* from future or additional areas of disturbance authorized, they must submit a new NOI that addresses that phase of the development, unless otherwise notified by the Department. The *owner or operator* shall not *commence construction activity* on the future or additional areas until their authorization to *discharge* under this permit goes into effect in accordance with Part II.C. of this permit.

D. General Requirements For Owners or Operators With Permit Coverage

1. The *owner or operator* shall ensure that the provisions of the SWPPP are implemented from the *commencement of construction activity* until all areas of disturbance have achieved *final stabilization* and the Notice of Termination ("NOT") has been submitted to the Department in accordance with Part V. of this permit. This includes any changes made to the SWPPP pursuant to Part III.A.4. of this permit.

2. The *owner or operator* shall maintain a copy of the General Permit (GP-0-20-001), NOI, *NOI Acknowledgment Letter*, SWPPP, MS4 SWPPP Acceptance form, inspection reports, responsible contractor's or subcontractor's certification statement (see Part III.A.6.), and all documentation necessary to demonstrate eligibility with this permit at the *construction site* until all disturbed areas have achieved *final stabilization* and the NOT has been submitted to the Department. The documents must be maintained in a secure location, such as a job trailer, on-site construction office, or mailbox with lock. The secure location must be accessible during normal business hours to an individual performing a compliance inspection.

3. The *owner or operator* of a *construction activity* shall not disturb greater than five (5) acres of soil at any one time without prior written authorization from the Department or, in areas under the jurisdiction of a *regulated, traditional land*

use control MS4, the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*). At a minimum, the *owner or operator* must comply with the following requirements in order to be authorized to disturb greater than five (5) acres of soil at any one time:

a. The *owner or operator* shall have a *qualified inspector* conduct **at least** two (2) site inspections in accordance with Part IV.C. of this permit every seven (7) calendar days, for as long as greater than five (5) acres of soil remain disturbed. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.

b. In areas where soil disturbance activity has temporarily or permanently ceased, the application of soil stabilization measures must be initiated by the end of the next business day and completed within seven (7) days from the date the current soil disturbance activity ceased. The soil stabilization measures selected shall be in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016.

c. The *owner or operator* shall prepare a phasing plan that defines maximum disturbed area per phase and shows required cuts and fills.

d. The *owner or operator* shall install any additional site-specific practices needed to protect water quality.

e. The *owner or operator* shall include the requirements above in their SWPPP.

4. In accordance with statute, regulations, and the terms and conditions of this permit, the Department may suspend or revoke an *owner's or operator's* coverage under this permit at any time if the Department determines that the SWPPP does not meet the permit requirements or consistent with Part VII.K..

5. Upon a finding of significant non-compliance with the practices described in the SWPPP or violation of this permit, the Department may order an immediate stop to all activity at the site until the non-compliance is remedied. The stop work order shall be in writing, describe the non-compliance in detail, and be sent to the *owner or operator*.

6. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4*, the *owner or operator* shall notify the

regulated, traditional land use control MS4 in writing of any planned amendments or modifications to the post-construction stormwater management practice component of the SWPPP required by Part III.A. 4. and 5. of this permit. Unless otherwise notified by the *regulated, traditional land use control MS4*, the *owner or operator* shall have the SWPPP amendments or modifications reviewed and accepted by the *regulated, traditional land use control MS4* prior to commencing construction of the post-construction stormwater management practice.

E. Permit Coverage for Discharges Authorized Under GP-0-15-002

1. Upon renewal of SPDES General Permit for Stormwater Discharges from *Construction Activity* (Permit No. GP-0-15-002), an *owner or operator* of *a construction activity* with coverage under GP-0-15-002, as of the effective date of GP- 0-20-001, shall be authorized to *discharge* in accordance with GP- 0-20-001, unless otherwise notified by the Department.

   An *owner or operator* may continue to implement the technical/design components of the post-construction stormwater management controls provided that such design was done in conformance with the technical standards in place at the time of initial project authorization. However, they must comply with the other, non-design provisions of GP-0-20-001.

F. Change of Owner or Operator

1. When property ownership changes or when there is a change in operational control over the construction plans and specifications, the original *owner or operator* must notify the new *owner or operator*, <u>in writing,</u> of the requirement to obtain permit coverage by submitting a NOI with the Department. For *construction activities* subject to the requirements of a *regulated, traditional land use control MS4,* the original *owner or operator* must also notify the MS4, in writing, of the change in ownership at least 30 calendar days prior to the change in ownership.

2. Once the new *owner or operator* obtains permit coverage, the original *owner or operator* shall then submit a completed NOT with the name and permit identification number of the new *owner or operator* to the Department at the address in Part II.B.1. of this permit. If the original *owner or operator* maintains ownership of a portion of the *construction activity* and will disturb soil, they must maintain their coverage under the permit.

3. Permit coverage for the new *owner or operator* will be effective as of the date the Department receives a complete NOI, provided the original *owner or*

operator was not subject to a sixty (60) business day authorization period that has not expired as of the date the Department receives the NOI from the new *owner or operator*.

Part III. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

A. General SWPPP Requirements

1. A SWPPP shall be prepared and implemented by the *owner or operator* of each *construction activity* covered by this permit. The SWPPP must document the selection, design, installation, implementation and maintenance of the control measures and practices that will be used to meet the effluent limitations in Part I.B. of this permit and where applicable, the post-construction stormwater management practice requirements in Part I.C. of this permit. The SWPPP shall be prepared prior to the submittal of the NOI. The NOI shall be submitted to the Department prior to the *commencement of construction activity*. A copy of the completed, final NOI shall be included in the SWPPP.

2. The SWPPP shall describe the erosion and sediment control practices and where required, post-construction stormwater management practices that will be used and/or constructed to reduce the *pollutants* in stormwater *discharges* and to assure compliance with the terms and conditions of this permit. In addition, the SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater *discharges*.

3. All SWPPPs that require the post-construction stormwater management practice component shall be prepared by a *qualified professional* that is knowledgeable in the principles and practices of stormwater management and treatment.

4. The *owner or operator* must keep the SWPPP current so that it at all times accurately documents the erosion and sediment controls practices that are being used or will be used during construction, and all post-construction stormwater management practices that will be constructed on the site. At a minimum, the *owner or operator* shall amend the SWPPP, including construction drawings:

    a. whenever the current provisions prove to be ineffective in minimizing *pollutants* in stormwater *discharges* from the site;

b. whenever there is a change in design, construction, or operation at the *construction site* that has or could have an effect on the *discharge* of *pollutants*;

c. to address issues or deficiencies identified during an inspection by the *qualified inspector,* the Department or other regulatory authority; and

d. to document the final construction conditions.

5. The Department may notify the *owner or operator* at any time that the SWPPP does not meet one or more of the minimum requirements of this permit. The notification shall be in writing and identify the provisions of the SWPPP that require modification. Within fourteen (14) calendar days of such notification, or as otherwise indicated by the Department, the *owner or operator* shall make the required changes to the SWPPP and submit written notification to the Department that the changes have been made. If the *owner or operator* does not respond to the Department's comments in the specified time frame, the Department may suspend the *owner's or operator's* coverage under this permit or require the *owner or operator* to obtain coverage under an individual SPDES permit in accordance with Part II.D.4. of this permit.

6. Prior to the *commencement of construction activity*, the *owner or operator* must identify the contractor(s) and subcontractor(s) that will be responsible for installing, constructing, repairing, replacing, inspecting and maintaining the erosion and sediment control practices included in the SWPPP; and the contractor(s) and subcontractor(s) that will be responsible for constructing the post-construction stormwater management practices included in the SWPPP. The *owner or operator* shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the *trained contractor.* The *owner or operator* shall ensure that at least one *trained contractor* is on site on a daily basis when soil disturbance activities are being performed.

   The *owner or operator* shall have each of the contractors and subcontractors identified above sign a copy of the following certification statement below before they commence any *construction activity*:

   "I hereby certify under penalty of law that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the *qualified inspector* during a site inspection. I also understand that the *owner or operator* must comply with

the terms and conditions of the most current version of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater *discharge*s from *construction activities* and that it is unlawful for any person to cause or contribute to a violation of *water quality standards*. Furthermore, I am aware that there are significant penalties for submitting false information, that I do not believe to be true, including the possibility of fine and imprisonment for knowing violations"

In addition to providing the certification statement above, the certification page must also identify the specific elements of the SWPPP that each contractor and subcontractor will be responsible for and include the name and title of the person providing the signature; the name and title of the *trained contractor* responsible for SWPPP implementation; the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification statement is signed. The *owner or operator* shall attach the certification statement(s) to the copy of the SWPPP that is maintained at the *construction site*. If new or additional contractors are hired to implement measures identified in the SWPPP after construction has commenced, they must also sign the certification statement and provide the information listed above.

7. For projects where the Department requests a copy of the SWPPP or inspection reports, the *owner or operator* shall submit the documents in both electronic (PDF only) and paper format within five (5) business days, unless otherwise notified by the Department.

B. Required SWPPP Contents

1. Erosion and sediment control component - All SWPPPs prepared pursuant to this permit shall include erosion and sediment control practices designed in conformance with the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Where erosion and sediment control practices are not designed in conformance with the design criteria included in the technical standard, the *owner or operator* must demonstrate *equivalence* to the technical standard. At a minimum, the erosion and sediment control component of the SWPPP shall include the following:

    a. Background information about the scope of the project, including the location, type and size of project

b. A site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s); floodplain/floodway boundaries; wetlands and drainage patterns that could be affected by the *construction activity*; existing and final contours ; locations of different soil types with boundaries; material, waste, borrow or equipment storage areas located on adjacent properties; and location(s) of the stormwater *discharge*(s);

c. A description of the soil(s) present at the site, including an identification of the Hydrologic Soil Group (HSG);

d. A construction phasing plan and sequence of operations describing the intended order of *construction activities*, including clearing and grubbing, excavation and grading, utility and infrastructure installation and any other activity at the site that results in soil disturbance;

e. A description of the minimum erosion and sediment control practices to be installed or implemented for each *construction activity* that will result in soil disturbance. Include a schedule that identifies the timing of initial placement or implementation of each erosion and sediment control practice and the minimum time frames that each practice should remain in place or be implemented;

f. A temporary and permanent soil stabilization plan that meets the requirements of this general permit and the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016, for each stage of the project, including initial land clearing and grubbing to project completion and achievement of *final stabilization*;

g. A site map/construction drawing(s) showing the specific location(s), size(s), and length(s) of each erosion and sediment control practice;

h. The dimensions, material specifications, installation details, and operation and maintenance requirements for all erosion and sediment control practices. Include the location and sizing of any temporary sediment basins and structural practices that will be used to divert flows from exposed soils;

i. A maintenance inspection schedule for the contractor(s) identified in Part III.A.6. of this permit, to ensure continuous and effective operation of the erosion and sediment control practices. The maintenance inspection

schedule shall be in accordance with the requirements in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016;

j. A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a *pollutant* source in the stormwater *discharges*;

k. A description and location of any stormwater *discharges* associated with industrial activity other than construction at the site, including, but not limited to, stormwater *discharges* from asphalt plants and concrete plants located on the *construction site*; and

l. Identification of any elements of the design that are not in conformance with the design criteria in the technical standard, New York State Standards and Specifications for Erosion and Sediment Control, dated November 2016. Include the reason for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

2. Post-construction stormwater management practice component – The *owner or operator* of any construction project identified in Table 2 of Appendix B as needing post-construction stormwater management practices shall prepare a SWPPP that includes practices designed in conformance with the applicable *sizing criteria* in Part I.C.2.a., c. or d. of this permit and the *performance criteria* in the technical standard, New York State Stormwater Management Design Manual dated January 2015

   Where post-construction stormwater management practices are not designed in conformance with the *performance criteria* in the technical standard, the *owner or operator* must include in the SWPPP the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the technical standard.

   The post-construction stormwater management practice component of the SWPPP shall include the following:

   a. Identification of all post-construction stormwater management practices to be constructed as part of the project. Include the dimensions, material specifications and installation details for each post-construction stormwater management practice;

b. A site map/construction drawing(s) showing the specific location and size of each post-construction stormwater management practice;

c. A Stormwater Modeling and Analysis Report that includes:
   (i) Map(s) showing pre-development conditions, including watershed/subcatchments boundaries, flow paths/routing, and design points;

   (ii) Map(s) showing post-development conditions, including watershed/subcatchments boundaries, flow paths/routing, design points and post-construction stormwater management practices;

   (iii) Results of stormwater modeling (i.e. hydrology and hydraulic analysis) for the required storm events. Include supporting calculations (model runs), methodology, and a summary table that compares pre and post-development runoff rates and volumes for the different storm events;

   (iv) Summary table, with supporting calculations, which demonstrates that each post-construction stormwater management practice has been designed in conformance with the *sizing criteria* included in the Design Manual;

   (v) Identification of any *sizing criteria* that is not required based on the requirements included in Part I.C. of this permit; and

   (vi) Identification of any elements of the design that are not in conformance with the *performance criteria* in the Design Manual. Include the reason(s) for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is *equivalent* to the Design Manual;

d. Soil testing results and locations (test pits, borings);

e. Infiltration test results, when required; and

f. An operations and maintenance plan that includes inspection and maintenance schedules and actions to ensure continuous and effective operation of each post-construction stormwater management practice. The plan shall identify the entity that will be responsible for the long term operation and maintenance of each practice.

3. Enhanced Phosphorus Removal Standards - All construction projects identified in Table 2 of Appendix B that are located in the watersheds identified in Appendix C shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the applicable *sizing criteria* in Part I.C.2. b., c. or d. of this permit and the *performance criteria,* Enhanced Phosphorus Removal Standards included in the Design Manual. At a minimum, the post-construction stormwater management practice component of the SWPPP shall include items 2.a - 2.f. above.

C. Required SWPPP Components by Project Type

Unless otherwise notified by the Department, *owners or operators* of *construction activities* identified in Table 1 of Appendix B are required to prepare a SWPPP that only includes erosion and sediment control practices designed in conformance with Part III.B.1 of this permit. *Owners or operators* of the *construction activities* identified in Table 2 of Appendix B shall prepare a SWPPP that also includes post-construction stormwater management practices designed in conformance with Part III.B.2 or 3 of this permit.

Part IV. INSPECTION AND MAINTENANCE REQUIREMENTS

A. General Construction Site Inspection and Maintenance Requirements

1. The *owner or operator* must ensure that all erosion and sediment control practices (including pollution prevention measures) and all post-construction stormwater management practices identified in the SWPPP are inspected and maintained in accordance with Part IV.B. and C. of this permit.

2. The terms of this permit shall not be construed to prohibit the State of New York from exercising any authority pursuant to the ECL, common law or federal law, or prohibit New York State from taking any measures, whether civil or criminal, to prevent violations of the laws of the State of New York or protect the public health and safety and/or the environment.

B. Contractor Maintenance Inspection Requirements

1. The *owner or operator* of each *construction activity* identified in Tables 1 and 2 of Appendix B shall have a *trained contractor* inspect the erosion and sediment control practices and pollution prevention measures being implemented within the active work area daily to ensure that they are being maintained in effective operating condition at all times. If deficiencies are identified, the contractor shall

begin implementing corrective actions within one business day and shall complete the corrective actions in a reasonable time frame.

2. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *trained contractor* can stop conducting the maintenance inspections. The *trained contractor* shall begin conducting the maintenance inspections in accordance with Part IV.B.1. of this permit as soon as soil disturbance activities resume.

3. For construction sites where soil disturbance activities have been shut down with partial project completion, the *trained contractor* can stop conducting the maintenance inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational.

C. Qualified Inspector Inspection Requirements

The *owner or operator* shall have a *qualified inspector* conduct site inspections in conformance with the following requirements:

[Note: The *trained contractor* identified in Part III.A.6. and IV.B. of this permit **cannot** conduct the *qualified inspector* site inspections unless they meet the *qualified inspector* qualifications included in Appendix A. In order to perform these inspections, the *trained contractor* would have to be a:

- licensed Professional Engineer,
- Certified Professional in Erosion and Sediment Control (CPESC),
- New York State Erosion and Sediment Control Certificate Program holder
- Registered Landscape Architect, or
- someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity].

1. A *qualified inspector* shall conduct site inspections for all *construction activities* identified in Tables 1 and 2 of Appendix B, with the exception of:

   a. the construction of a single family residential subdivision with 25% or less *impervious cover* at total site build-out that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located

in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;

b. the construction of a single family home that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres and is not located in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E;

c. construction on agricultural property that involves a soil disturbance of one (1) or more acres of land but less than five (5) acres; and

d. *construction activities* located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.

2. Unless otherwise notified by the Department, the *qualified inspector* shall conduct site inspections in accordance with the following timetable:

   a. For construction sites where soil disturbance activities are on-going, the *qualified inspector* shall conduct a site inspection at least once every seven (7) calendar days.

   b. For construction sites where soil disturbance activities are on-going and the *owner or operator* has received authorization in accordance with Part II.D.3 to disturb greater than five (5) acres of soil at any one time, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.

   c. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and *temporary stabilization* measures have been applied to all disturbed areas, the *qualified inspector* shall conduct a site inspection at least once every thirty (30) calendar days. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4,* the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to reducing the frequency of inspections.

d. For construction sites where soil disturbance activities have been shut down with partial project completion, the *qualified inspector* can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved *final stabilization* and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The *owner or operator* shall notify the DOW Water (SPDES) Program contact at the Regional Office (see contact information in Appendix F) or, in areas under the jurisdiction of a *regulated, traditional land use control MS4,* the *regulated, traditional land use control MS4* (provided the *regulated, traditional land use control MS4* is not the *owner or operator* of the *construction activity*) in writing prior to the shutdown. If soil disturbance activities are not resumed within 2 years from the date of shutdown, the *owner or operator* shall have the *qualified inspector* perform a final inspection and certify that all disturbed areas have achieved *final stabilization,* and all temporary, structural erosion and sediment control measures have been removed*;* and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the "*Final Stabilization*" and "Post-Construction Stormwater Management Practice" certification statements on the NOT. The *owner or operator* shall then submit the completed NOT form to the address in Part II.B.1 of this permit.

e. For construction sites that directly *discharge* to one of the 303(d) segments listed in Appendix E or is located in one of the watersheds listed in Appendix C, the *qualified inspector* shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.

3. At a minimum, the *qualified inspector* shall inspect all erosion and sediment control practices and pollution prevention measures to ensure integrity and effectiveness, all post-construction stormwater management practices under construction to ensure that they are constructed in conformance with the SWPPP, all areas of disturbance that have not achieved *final stabilization,* all points of *discharge* to natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site*, and all points of *discharge* from the *construction site*.

4. The *qualified inspector* shall prepare an inspection report subsequent to each and every inspection. At a minimum, the inspection report shall include and/or address the following:

a. Date and time of inspection;

b. Name and title of person(s) performing inspection;

c. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;

d. A description of the condition of the runoff at all points of *discharge* from the *construction site*. This shall include identification of any *discharges* of sediment from the *construction site*. Include *discharges* from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;

e. A description of the condition of all natural surface waterbodies located within, or immediately adjacent to, the property boundaries of the *construction site* which receive runoff from disturbed areas. This shall include identification of any *discharges* of sediment to the surface waterbody;

f. Identification of all erosion and sediment control practices and pollution prevention measures that need repair or maintenance;

g. Identification of all erosion and sediment control practices and pollution prevention measures that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;

h. Description and sketch of areas with active soil disturbance activity, areas that have been disturbed but are inactive at the time of the inspection, and areas that have been stabilized (temporary and/or final) since the last inspection;

i. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;

j. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices and pollution prevention measures; and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s);

k. Identification and status of all corrective actions that were required by previous inspection; and

l. Digital photographs, with date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report being maintained onsite within seven (7) calendar days of the date of the inspection. The *qualified inspector* shall also take digital photographs, with date stamp, that clearly show the condition of the practice(s) after the corrective action has been completed. The *qualified inspector* shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.

5. Within one business day of the completion of an inspection, the *qualified inspector* shall notify the *owner or operator* and appropriate contractor or subcontractor identified in Part III.A.6. of this permit of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions in a reasonable time frame.

6. All inspection reports shall be signed by the *qualified inspector.* Pursuant to Part II.D.2. of this permit, the inspection reports shall be maintained on site with the SWPPP.

Part V. TERMINATION OF PERMIT COVERAGE

A. Termination of Permit Coverage

1. An *owner or operator* that is eligible to terminate coverage under this permit must submit a completed NOT form to the address in Part II.B.1 of this permit. The NOT form shall be one which is associated with this permit, signed in accordance with Part VII.H of this permit.

2. An *owner or operator* may terminate coverage when one or more the following conditions have been met:

   a. Total project completion - All *construction activity* identified in the SWPPP has been completed; <u>and</u> all areas of disturbance have achieved *final stabilization*; <u>and</u> all temporary, structural erosion and sediment control measures have been removed; <u>and</u> all post-construction stormwater management practices have been constructed in conformance with the SWPPP and are operational;

b. Planned shutdown with partial project completion - All soil disturbance activities have ceased; and all areas disturbed as of the project shutdown date have achieved *final stabilization*; and all temporary, structural erosion and sediment control measures have been removed; and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational;

c. A new *owner or operator* has obtained coverage under this permit in accordance with Part II.F. of this permit.

d. The *owner or operator* obtains coverage under an alternative SPDES general permit or an individual SPDES permit.

3. For *construction activities* meeting subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *qualified inspector* perform a final site inspection prior to submitting the NOT. The *qualified inspector* shall, by signing the "*Final Stabilization*" and "Post-Construction Stormwater Management Practice certification statements on the NOT, certify that all the requirements in Part V.A.2.a. or b. of this permit have been achieved.

4. For *construction activities* that are subject to the requirements of a *regulated, traditional land use control MS4* and meet subdivision 2a. or 2b. of this Part, the *owner or operator* shall have the *regulated, traditional land use control MS4* sign the "MS4 Acceptance" statement on the NOT in accordance with the requirements in Part VII.H. of this permit. The *regulated, traditional land use control MS4* official, by signing this statement, has determined that it is acceptable for the *owner or operator* to submit the NOT in accordance with the requirements of this Part. The *regulated, traditional land use control MS4* can make this determination by performing a final site inspection themselves or by accepting the *qualified inspector*'s final site inspection certification(s) required in Part V.A.3. of this permit.

5. For *construction activities* that require post-construction stormwater management practices and meet subdivision 2a. of this Part, the *owner or operator* must, prior to submitting the NOT, ensure one of the following:

   a. the post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain such practice(s) have been deeded to the municipality in which the practice(s) is located,

b. an executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s),

c. for post-construction stormwater management practices that are privately owned, the *owner or operator* has a mechanism in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the *owner or operator's* deed of record,

d. for post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university, hospital), government agency or authority, or public utility; the *owner or operator* has policy and procedures in place that ensures operation and maintenance of the practices in accordance with the operation and maintenance plan.

Part VI. REPORTING AND RETENTION RECORDS

A. Record Retention

The *owner or operator* shall retain a copy of the NOI, NOI Acknowledgment Letter, SWPPP, MS4 SWPPP Acceptance form and any inspection reports that were prepared in conjunction with this permit for a period of at least five (5) years from the date that the Department receives a complete NOT submitted in accordance with Part V. of this general permit.

B. Addresses

With the exception of the NOI, NOT, and MS4 SWPPP Acceptance form (which must be submitted to the address referenced in Part II.B.1 of this permit), all written correspondence requested by the Department, including individual permit applications, shall be sent to the address of the appropriate DOW Water (SPDES) Program contact at the Regional Office listed in Appendix F.

Part VII. STANDARD PERMIT CONDITIONS

A. Duty to Comply

The *owner or operator* must comply with all conditions of this permit. All contractors and subcontractors associated with the project must comply with the terms of the SWPPP. Any non-compliance with this permit constitutes a violation of the Clean Water

Act (CWA) and the ECL and is grounds for an enforcement action against the *owner or operator* and/or the contractor/subcontractor; permit revocation, suspension or modification; or denial of a permit renewal application. Upon a finding of significant non-compliance with this permit or the applicable SWPPP, the Department may order an immediate stop to all *construction activity* at the site until the non-compliance is remedied. The stop work order shall be in writing, shall describe the non-compliance in detail, and shall be sent to the *owner or operator*.

If any human remains or archaeological remains are encountered during excavation, the *owner or operator* must immediately cease, or cause to cease, all *construction activity* in the area of the remains and notify the appropriate Regional Water Engineer (RWE). *Construction activity* shall not resume until written permission to do so has been received from the RWE.

B. Continuation of the Expired General Permit

This permit expires five (5) years from the effective date. If a new general permit is not issued prior to the expiration of this general permit, an *owner or operator* with coverage under this permit may continue to operate and *discharge* in accordance with the terms and conditions of this general permit, if it is extended pursuant to the State Administrative Procedure Act and 6 NYCRR Part 621, until a new general permit is issued.

C. Enforcement

Failure of the *owner or operator,* its contractors, subcontractors, agents and/or assigns to strictly adhere to any of the permit requirements contained herein shall constitute a violation of this permit. There are substantial criminal, civil, and administrative penalties associated with violating the provisions of this permit. Fines of up to $37,500 per day for each violation and imprisonment for up to fifteen (15) years may be assessed depending upon the nature and degree of the offense.

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for an *owner or operator* in an enforcement action that it would have been necessary to halt or reduce the *construction activity* in order to maintain compliance with the conditions of this permit.

E. Duty to Mitigate

The *owner or operator* and its contractors and subcontractors shall take all reasonable steps to *minimize* or prevent any *discharge* in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

F. Duty to Provide Information

The *owner or operator* shall furnish to the Department, within a reasonable specified time period of a written request, all documentation necessary to demonstrate eligibility and any information to determine compliance with this permit or to determine whether cause exists for modifying or revoking this permit, or suspending or denying coverage under this permit, in accordance with the terms and conditions of this permit. The NOI, SWPPP and inspection reports required by this permit are public documents that the *owner or operator* must make available for review and copying by any person within five (5) business days of the *owner or operator* receiving a written request by any such person to review these documents. Copying of documents will be done at the requester's expense.

G. Other Information

When the *owner or operator* becomes aware that they failed to submit any relevant facts, or submitted incorrect information in the NOI or in any of the documents required by this permit , or have made substantive revisions to the SWPPP (e.g. the scope of the project changes significantly, the type of post-construction stormwater management practice(s) changes, there is a reduction in the sizing of the post-construction stormwater management practice, or there is an increase in the disturbance area or *impervious area*), which were not reflected in the original NOI submitted to the Department, they shall promptly submit such facts or information to the Department using the contact information in Part II.A. of this permit. Failure of the *owner or operator* to correct or supplement any relevant facts within five (5) business days of becoming aware of the deficiency shall constitute a violation of this permit.

H. Signatory Requirements

1. All NOIs and NOTs shall be signed as follows:

    a. For a corporation these forms shall be signed by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(ii) the manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b. For a partnership or sole proprietorship these forms shall be signed by a general partner or the proprietor, respectively; or

c. For a municipality, State, Federal, or other public agency these forms shall be signed by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:

(i) the chief executive officer of the agency, or

(ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

2. The SWPPP and other information requested by the Department shall be signed by a person described in Part VII.H.1. of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:

a. The authorization is made in writing by a person described in Part VII.H.1. of this permit;

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field,

superintendent, position of *equivalent* responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position) and,

c. The written authorization shall include the name, title and signature of the authorized representative and be attached to the SWPPP.

3. All inspection reports shall be signed by the *qualified inspector* that performs the inspection.

4. The MS4 SWPPP Acceptance form shall be signed by the principal executive officer or ranking elected official from the *regulated, traditional land use control MS4,* or by a duly authorized representative of that person.

   It shall constitute a permit violation if an incorrect and/or improper signatory authorizes any required forms, SWPPP and/or inspection reports.

I. Property Rights

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations. *Owners or operators* must obtain any applicable conveyances, easements, licenses and/or access to real property prior to *commencing construction activity*.

J. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

K. Requirement to Obtain Coverage Under an Alternative Permit

1. The Department may require any owner or operator authorized by this permit to apply for and/or obtain either an individual SPDES permit or another SPDES general permit. When the Department requires any discharger authorized by a general permit to apply for an individual SPDES permit, it shall notify the discharger in writing that a permit application is required. This notice shall

include a brief statement of the reasons for this decision, an application form, a statement setting a time frame for the owner or operator to file the application for an individual SPDES permit, and a deadline, not sooner than 180 days from owner or operator receipt of the notification letter, whereby the authorization to discharge under this general permit shall be terminated. Applications must be submitted to the appropriate Permit Administrator at the Regional Office. The Department may grant additional time upon demonstration, to the satisfaction of the Department, that additional time to apply for an alternative authorization is necessary or where the Department has not provided a permit determination in accordance with Part 621 of this Title.

2. When an individual SPDES permit is issued to a discharger authorized to *discharge* under a general SPDES permit for the same *discharge*(s), the general permit authorization for outfalls authorized under the individual SPDES permit is automatically terminated on the effective date of the individual permit unless termination is earlier in accordance with 6 NYCRR Part 750.

L. Proper Operation and Maintenance

The *owner or operator* shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the *owner or operator* to achieve compliance with the conditions of this permit and with the requirements of the SWPPP.

M. Inspection and Entry

The *owner or operator* shall allow an authorized representative of the Department, EPA, applicable county health department, or, in the case of a *construction site* which *discharges* through an *MS4*, an authorized representative of the *MS4* receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the owner’s or operator's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;

2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and

3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment), practices or operations regulated or required by this permit.

4. Sample or monitor at reasonable times, for purposes of assuring permit compliance or as otherwise authorized by the Act or ECL, any substances or parameters at any location.

N. Permit Actions

This permit may, at any time, be modified, suspended, revoked, or renewed by the Department in accordance with 6 NYCRR Part 621. The filing of a request by the *owner or operator* for a permit modification, revocation and reissuance, termination, a notification of planned changes or anticipated noncompliance does not limit, diminish and/or stay compliance with any terms of this permit.

O. Definitions

Definitions of key terms are included in Appendix A of this permit.

P. Re-Opener Clause

1. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with construction activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or alternative general permit in accordance with Part VII.K. of this permit or the permit may be modified to include different limitations and/or requirements.

2. Any Department initiated permit modification, suspension or revocation will be conducted in accordance with 6 NYCRR Part 621, 6 NYCRR 750-1.18, and 6 NYCRR 750-1.20.

Q. Penalties for Falsification of Forms and Reports

In accordance with 6NYCRR Part 750-2.4 and 750-2.5, any person who knowingly makes any false material statement, representation, or certification in any application, record, report or other document filed or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished in accordance with ECL §71-1933 and or Articles 175 and 210 of the New York State Penal Law.

R. Other Permits

Nothing in this permit relieves the *owner or operator* from a requirement to obtain any other permits required by law.

APPENDIX A – Acronyms and Definitions

Acronyms

APO – Agency Preservation Officer
BMP – Best Management Practice
CPESC – Certified Professional in Erosion and Sediment Control
Cpv – Channel Protection Volume
CWA – Clean Water Act (or the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq)
DOW – Division of Water
EAF – Environmental Assessment Form
ECL - Environmental Conservation Law
EPA – U. S. Environmental Protection Agency
HSG – Hydrologic Soil Group
MS4 – Municipal Separate Storm Sewer System
NOI – Notice of Intent
NOT – Notice of Termination
NPDES – National Pollutant Discharge Elimination System
OPRHP – Office of Parks, Recreation and Historic Places
Qf – Extreme Flood
Qp – Overbank Flood
RRv – Runoff Reduction Volume
RWE – Regional Water Engineer
SEQR – State Environmental Quality Review
SEQRA - State Environmental Quality Review Act
SHPA – State Historic Preservation Act
SPDES – State Pollutant Discharge Elimination System
SWPPP – Stormwater Pollution Prevention Plan
TMDL – Total Maximum Daily Load
UPA – Uniform Procedures Act
USDA – United States Department of Agriculture
WQv – Water Quality Volume

Definitions

All definitions in this section are solely for the purposes of this permit.

Agricultural Building – a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products; excluding any structure designed, constructed or used, in whole or in part, for human habitation, as a place of employment where agricultural products are processed, treated or packaged, or as a place used by the public.

Agricultural Property –means the land for construction of a barn, *agricultural building*, silo, stockyard, pen or other structural practices identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State" prepared by the Department in cooperation with agencies of New York Nonpoint Source Coordinating Committee (dated June 2007).

Alter Hydrology from Pre to Post-Development Conditions - means the post-development peak flow rate(s) has increased by more than 5% of the pre-developed condition for the design storm of interest (e.g. 10 yr and 100 yr).

Combined Sewer - means a sewer that is designed to collect and convey both "sewage" and "stormwater".

Commence (Commencement of) Construction Activities - means the initial disturbance of soils associated with clearing, grading or excavation activities; or other construction related activities that disturb or expose soils such as demolition, stockpiling of fill material, and the initial installation of erosion and sediment control practices required in the SWPPP. See definition for "*Construction Activity(ies)*" also.

Construction Activity(ies) - means any clearing, grading, excavation, filling, demolition or stockpiling activities that result in soil disturbance. Clearing activities can include, but are not limited to, logging equipment operation, the cutting and skidding of trees, stump removal and/or brush root removal. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

Construction Site – means the land area where *construction activity(ies)* will occur. See definition for "*Commence (Commencement of) Construction Activities"* and "*Larger Common Plan of Development or Sale" also.*

Dewatering – means the act of draining rainwater and/or groundwater from building foundations, vaults or excavations/trenches.

Direct Discharge (to a specific surface waterbody) - means that runoff flows from a *construction site* by overland flow and the first point of discharge is the specific surface waterbody, or runoff flows from a *construction site* to a separate storm sewer system

and the first point of discharge from the separate storm sewer system is the specific surface waterbody.

Discharge(s) - means any addition of any pollutant to waters of the State through an outlet or *point source*.

Embankment –means an earthen or rock slope that supports a road/highway.

Endangered or Threatened Species – see 6 NYCRR Part 182 of the Department's rules and regulations for definition of terms and requirements.

Environmental Conservation Law (ECL) - means chapter 43-B of the Consolidated Laws of the State of New York, entitled the Environmental Conservation Law.

Equivalent (Equivalence) – means that the practice or measure meets all the performance, longevity, maintenance, and safety objectives of the technical standard and will provide an equal or greater degree of water quality protection.

Final Stabilization - means that all soil disturbance activities have ceased and a uniform, perennial vegetative cover with a density of eighty (80) percent over the entire pervious surface has been established; or other equivalent stabilization measures, such as permanent landscape mulches, rock rip-rap or washed/crushed stone have been applied on all disturbed areas that are not covered by permanent structures, concrete or pavement.

General SPDES permit - means a SPDES permit issued pursuant to 6 NYCRR Part 750-1.21 and Section 70-0117 of the ECL authorizing a category of discharges.

Groundwater(s) - means waters in the saturated zone. The saturated zone is a subsurface zone in which all the interstices are filled with water under pressure greater than that of the atmosphere. Although the zone may contain gas-filled interstices or interstices filled with fluids other than water, it is still considered saturated.

Historic Property – means any building, structure, site, object or district that is listed on the State or National Registers of Historic Places or is determined to be eligible for listing on the State or National Registers of Historic Places.

Impervious Area (Cover) - means all impermeable surfaces that cannot effectively infiltrate rainfall. This includes paved, concrete and gravel surfaces (i.e. parking lots, driveways, roads, runways and sidewalks); building rooftops and miscellaneous impermeable structures such as patios, pools, and sheds.

Infeasible – means not technologically possible, or not economically practicable and achievable in light of best industry practices.

Larger Common Plan of Development or Sale - means a contiguous area where multiple separate and distinct *construction activities* are occurring, or will occur, under one plan. The term "plan" in "larger common plan of development or sale" is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, marketing plan, advertisement, drawing, permit application, State Environmental Quality Review Act (SEQRA) environmental assessment form or other documents, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating that *construction activities* may occur on a specific plot.

For discrete construction projects that are located within a larger common plan of development or sale that are at least 1/4 mile apart, each project can be treated as a separate plan of development or sale provided any interconnecting road, pipeline or utility project that is part of the same "common plan" is not concurrently being disturbed.

Minimize – means reduce and/or eliminate to the extent achievable using control measures (including best management practices) that are technologically available and economically practicable and achievable in light of best industry practices.

Municipal Separate Storm Sewer (MS4) - a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

(i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to surface waters of the State*;*
(ii) Designed or used for collecting or conveying stormwater;
(iii) Which is not a *combined sewer*; and
(iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

National Pollutant Discharge Elimination System (NPDES) - means the national system for the issuance of wastewater and stormwater permits under the Federal Water Pollution Control Act (Clean Water Act).

Natural Buffer –means an undisturbed area with natural cover running along a surface water (e.g. wetland, stream, river, lake, etc.).

New Development – means any land disturbance that does not meet the definition of Redevelopment Activity included in this appendix.

New York State Erosion and Sediment Control Certificate Program – a certificate program that establishes and maintains a process to identify and recognize individuals who are capable of developing, designing, inspecting and maintaining erosion and sediment control plans on projects that disturb soils in New York State. The certificate program is administered by the New York State Conservation District Employees Association.

NOI Acknowledgment Letter - means the letter that the Department sends to an owner or operator to acknowledge the Department's receipt and acceptance of a complete Notice of Intent. This letter documents the owner's or operator's authorization to discharge in accordance with the general permit for stormwater discharges from *construction activity*.

Nonpoint Source - means any source of water pollution or pollutants which is not a discrete conveyance or *point source* permitted pursuant to Title 7 or 8 of Article 17 of the Environmental Conservation Law (see ECL Section 17-1403).

Overbank –means flow events that exceed the capacity of the stream channel and spill out into the adjacent floodplain.

Owner or Operator - means the person, persons or legal entity which owns or leases the property on which the *construction activity* is occurring; an entity that has operational control over the construction plans and specifications, including the ability to make modifications to the plans and specifications; and/or an entity that has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions.

Performance Criteria – means the design criteria listed under the "Required Elements" sections in Chapters 5, 6 and 10 of the technical standard, New York State Stormwater Management Design Manual, dated January 2015. It does not include the Sizing Criteria (i.e. WQv, RRv, Cpv, Qp and Qf) in Part I.C.2. of the permit.

Point Source - means any discernible, confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel or other floating craft, or landfill leachate collection system from which *pollutants* are or may be discharged.

Pollutant - means dredged spoil, filter backwash, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand and industrial, municipal, agricultural waste and ballast discharged into water; which may cause or might reasonably be expected to cause pollution of the waters of the state in contravention of the standards or guidance values adopted as provided in 6 NYCRR Parts 700 et seq .

Qualified Inspector - means a person that is knowledgeable in the principles and practices of erosion and sediment control, such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder or other Department endorsed individual(s).

It can also mean someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided that person has training in the principles and practices of erosion and sediment control. Training in the principles and practices of erosion and sediment control means that the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect has received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect shall receive four (4) hours of training every three (3) years.

It can also mean a person that meets the *Qualified Professional* qualifications in addition to the *Qualified Inspector* qualifications.

Note: Inspections of any post-construction stormwater management practices that include structural components, such as a dam for an impoundment, shall be performed by a licensed Professional Engineer.

Qualified Professional - means a person that is knowledgeable in the principles and practices of stormwater management and treatment, such as a licensed Professional Engineer, Registered Landscape Architect or other Department endorsed individual(s). Individuals preparing SWPPPs that require the post-construction stormwater management practice component must have an understanding of the principles of hydrology, water quality management practice design, water quantity control design, and, in many cases, the principles of hydraulics. All components of the SWPPP that involve the practice of engineering, as defined by the NYS Education Law (see Article 145), shall be prepared by, or under the direct supervision of, a professional engineer licensed to practice in the State of New York.

Redevelopment Activity(ies) – means the disturbance and reconstruction of existing impervious area, including impervious areas that were removed from a project site within five (5) years of preliminary project plan submission to the local government (i.e. site plan, subdivision, etc.).

Regulated, Traditional Land Use Control MS4 - means a city, town or village with land use control authority that is authorized to discharge under New York State DEC's

SPDES General Permit For Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s) or the City of New York's Individual SPDES Permit for their Municipal Separate Storm Sewer Systems (NY-0287890).

Routine Maintenance Activity - means *construction activity* that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility, including, but not limited to:

- Re-grading of gravel roads or parking lots,
- Cleaning and shaping of existing roadside ditches and culverts that maintains the approximate original line and grade, and hydraulic capacity of the ditch,
- Cleaning and shaping of existing roadside ditches that does not maintain the approximate original grade, hydraulic capacity and purpose of the ditch if the changes to the line and grade, hydraulic capacity or purpose of the ditch are installed to improve water quality and quantity controls (e.g. installing grass lined ditch),
- Placement of aggregate shoulder backing that stabilizes the transition between the road shoulder and the ditch or *embankment*,
- Full depth milling and filling of existing asphalt pavements, replacement of concrete pavement slabs, and similar work that does not expose soil or disturb the bottom six (6) inches of subbase material,
- Long-term use of equipment storage areas at or near highway maintenance facilities,
- Removal of sediment from the edge of the highway to restore a previously existing sheet-flow drainage connection from the highway surface to the highway ditch or *embankment*,
- Existing use of Canal Corp owned upland disposal sites for the canal, and
- Replacement of curbs, gutters, sidewalks and guide rail posts.

Site limitations – means site conditions that prevent the use of an infiltration technique and or infiltration of the total WQv. Typical site limitations include: seasonal high groundwater, shallow depth to bedrock, and soils with an infiltration rate less than 0.5 inches/hour. The existence of site limitations shall be confirmed and documented using actual field testing (i.e. test pits, soil borings, and infiltration test) or using information from the most current United States Department of Agriculture (USDA) Soil Survey for the County where the project is located.

Sizing Criteria – means the criteria included in Part I.C.2 of the permit that are used to size post-construction stormwater management control practices. The criteria include; Water Quality Volume (WQv), Runoff Reduction Volume (RRv), Channel Protection Volume (Cpv), *Overbank* Flood (Qp), and Extreme Flood (Qf).

State Pollutant Discharge Elimination System (SPDES) - means the system established pursuant to Article 17 of the ECL and 6 NYCRR Part 750 for issuance of permits authorizing discharges to the waters of the state.

Steep Slope – means land area designated on the current United States Department of Agriculture ("USDA") Soil Survey as Soil Slope Phase "D", (provided the map unit name is inclusive of slopes greater than 25%) , or Soil Slope Phase E or F, (regardless of the map unit name), or a combination of the three designations.

Streambank – as used in this permit, means the terrain alongside the bed of a creek or stream. The bank consists of the sides of the channel, between which the flow is confined.

Stormwater Pollution Prevention Plan (SWPPP) – means a project specific report, including construction drawings, that among other things: describes the construction activity(ies), identifies the potential sources of pollution at the *construction site*; describes and shows the stormwater controls that will be used to control the pollutants (i.e. erosion and sediment controls; for many projects, includes post-construction stormwater management controls); and identifies procedures the *owner or operator* will implement to comply with the terms and conditions of the permit. See Part III of the permit for a complete description of the information that must be included in the SWPPP.

Surface Waters of the State - shall be construed to include lakes, bays, sounds, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic ocean within the territorial seas of the state of New York and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface waters), which are wholly or partially within or bordering the state or within its jurisdiction. Waters of the state are further defined in 6 NYCRR Parts 800 to 941.

Temporarily Ceased – means that an existing disturbed area will not be disturbed again within 14 calendar days of the previous soil disturbance.

Temporary Stabilization - means that exposed soil has been covered with material(s) as set forth in the technical standard, New York Standards and Specifications for Erosion and Sediment Control, to prevent the exposed soil from eroding. The materials can include, but are not limited to, mulch, seed and mulch, and erosion control mats (e.g. jute twisted yarn, excelsior wood fiber mats).

Total Maximum Daily Loads (TMDLs) - A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and *nonpoint source*s. It is a calculation of the maximum amount of a pollutant that a waterbody can receive on a daily basis and still meet *water quality standards*, and an allocation of that amount to the pollutant's sources. A TMDL stipulates wasteload allocations (WLAs) for *point source* discharges, load allocations (LAs) for *nonpoint source*s, and a margin of safety (MOS).

Trained Contractor - means an employee from the contracting (construction) company, identified in Part III.A.6., that has received four (4) hours of Department endorsed

training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity. After receiving the initial training, the *trained contractor* shall receive four (4) hours of training every three (3) years.

It can also mean an employee from the contracting (construction) company, identified in Part III.A.6., that meets the *qualified inspector* qualifications (e.g. licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, New York State Erosion and Sediment Control Certificate Program holder, or someone working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided they have received four (4) hours of Department endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other Department endorsed entity).

The *trained contractor* is responsible for the day to day implementation of the SWPPP.

Uniform Procedures Act (UPA) Permit - means a permit required under 6 NYCRR Part 621 of the Environmental Conservation Law (ECL), Article 70.

Water Quality Standard - means such measures of purity or quality for any waters in relation to their reasonable and necessary use as promulgated in 6 NYCRR Part 700 et seq.

APPENDIX B – Required SWPPP Components by Project Type

Table 1
Construction Activities that Require the Preparation of a SWPPP That Only Includes Erosion and Sediment Controls

The following construction activities that involve soil disturbances of one (1) or more acres of land, but less than five (5) acres:

- Single family home not located in one of the watersheds listed in Appendix C or not *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family residential subdivisions with 25% or less impervious cover at total site build-out and not located in one of the watersheds listed in Appendix C and not directly discharging to one of the 303(d) segments listed in Appendix E
- Construction of a barn or other *agricultural building*, silo, stock yard or pen.

The following construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land:

All construction activities located in the watersheds identified in Appendix D that involve soil disturbances between five thousand (5,000) square feet and one (1) acre of land.

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electric, telephone, sewer mains, and water mains
- Environmental enhancement projects, such as wetland mitigation projects, stormwater retrofits and stream restoration projects
- Pond construction
- Linear bike paths running through areas with vegetative cover, including bike paths surfaced with an impervious cover
- Cross-country ski trails and walking/hiking trails
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are not part of residential, commercial or institutional development;
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that include incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path or walking path.
- Slope stabilization projects
- Slope flattening that changes the grade of the site, but does not significantly change the runoff characteristics

Table 1 (Continued) CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT ONLY INCLUDES EROSION AND SEDIMENT CONTROLS

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Spoil areas that will be covered with vegetation
- Vegetated open space projects (i.e. recreational parks, lawns, meadows, fields, downhill ski trails) excluding projects that *alter hydrology from pre to post development* conditions,
- Athletic fields (natural grass) that do not include the construction or reconstruction of *impervious area* and do not *alter hydrology from pre to post development* conditions
- Demolition project where vegetation will be established, and no redevelopment is planned
- Overhead electric transmission line project that does not include the construction of permanent access roads or parking areas surfaced with *impervious cover*
- Structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State", excluding projects that involve soil disturbances of greater than five acres and construction activities that include the construction or reconstruction of impervious area
- Temporary access roads, median crossovers, detour roads, lanes, or other temporary impervious areas that will be restored to pre-construction conditions once the construction activity is complete

Table 2
CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Single family home located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family home that disturbs five (5) or more acres of land
- Single family residential subdivisions located in one of the watersheds listed in Appendix C or *directly discharging* to one of the 303(d) segments listed in Appendix E
- Single family residential subdivisions that involve soil disturbances of between one (1) and five (5) acres of land with greater than 25% impervious cover at total site build-out
- Single family residential subdivisions that involve soil disturbances of five (5) or more acres of land, and single family residential subdivisions that involve soil disturbances of less than five (5) acres that are part of a larger common plan of development or sale that will ultimately disturb five or more acres of land
- Multi-family residential developments; includes duplexes, townhomes, condominiums, senior housing complexes, apartment complexes, and mobile home parks
- Airports
- Amusement parks
- Breweries, cideries, and wineries, including establishments constructed on agricultural land
- Campgrounds
- Cemeteries that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Commercial developments
- Churches and other places of worship
- Construction of a barn or other *agricultural building* (e.g. silo) and structural practices as identified in Table II in the “Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State” that include the construction or reconstruction of *impervious area*, excluding projects that involve soil disturbances of less than five acres.
- Golf courses
- Institutional development; includes hospitals, prisons, schools and colleges
- Industrial facilities; includes industrial parks
- Landfills
- Municipal facilities; includes highway garages, transfer stations, office buildings, POTW’s, water treatment plants, and water storage tanks
- Office complexes
- Playgrounds that include the construction or reconstruction of impervious area
- Sports complexes
- Racetracks; includes racetracks with earthen (dirt) surface
- Road construction or reconstruction, including roads constructed as part of the construction activities listed in Table 1

Table 2 (Continued)

CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Parking lot construction or reconstruction, including parking lots constructed as part of the construction activities listed in Table 1
- Athletic fields (natural grass) that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Athletic fields with artificial turf
- Permanent access roads, parking areas, substations, compressor stations and well drilling pads, surfaced with *impervious cover,* and constructed as part of an over-head electric transmission line project, wind-power project, cell tower project, oil or gas well drilling project, sewer or water main project or other linear utility project
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a residential, commercial or institutional development
- Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a highway construction or reconstruction project
- All other construction activities that include the construction or reconstruction of *impervious area* <u>or</u> *alter the hydrology from pre to post development* conditions, <u>and</u> are not listed in Table 1

APPENDIX C – Watersheds Requiring Enhanced Phosphorus Removal

Watersheds where *owners or operators* of construction activities identified in Table 2 of Appendix B must prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the Enhanced Phosphorus Removal Standards included in the technical standard, New York State Stormwater Management Design Manual ("Design Manual").

- Entire New York City Watershed located east of the Hudson River **-** Figure 1
- Onondaga Lake Watershed **-** Figure 2
- Greenwood Lake Watershed **-**Figure 3
- Oscawana Lake Watershed – Figure 4
- Kinderhook Lake Watershed – Figure 5

Figure 1 - New York City Watershed East of the Hudson

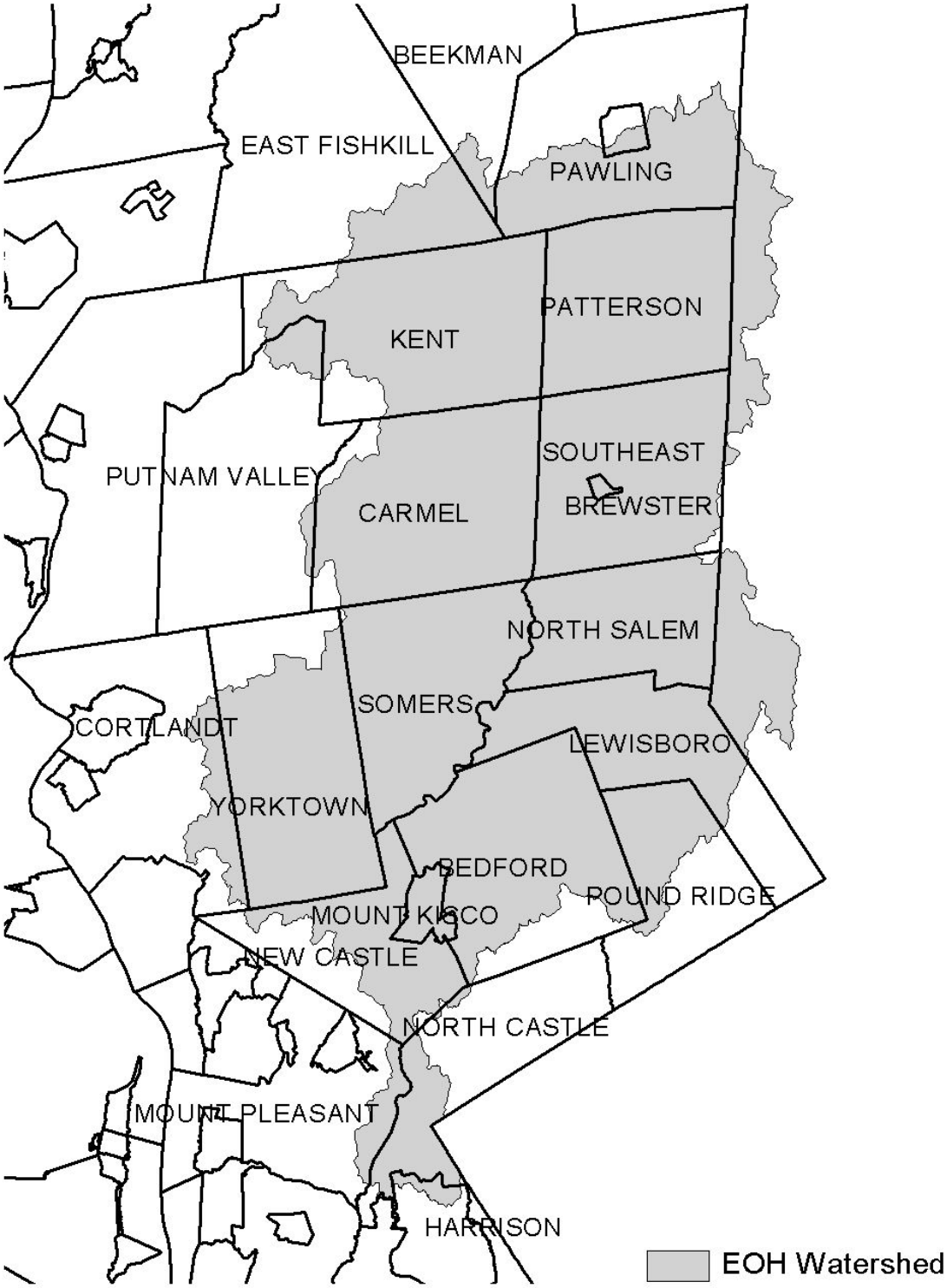


Figure 2 - Onondaga Lake Watershed

Figure 3 - Greenwood Lake Watershed

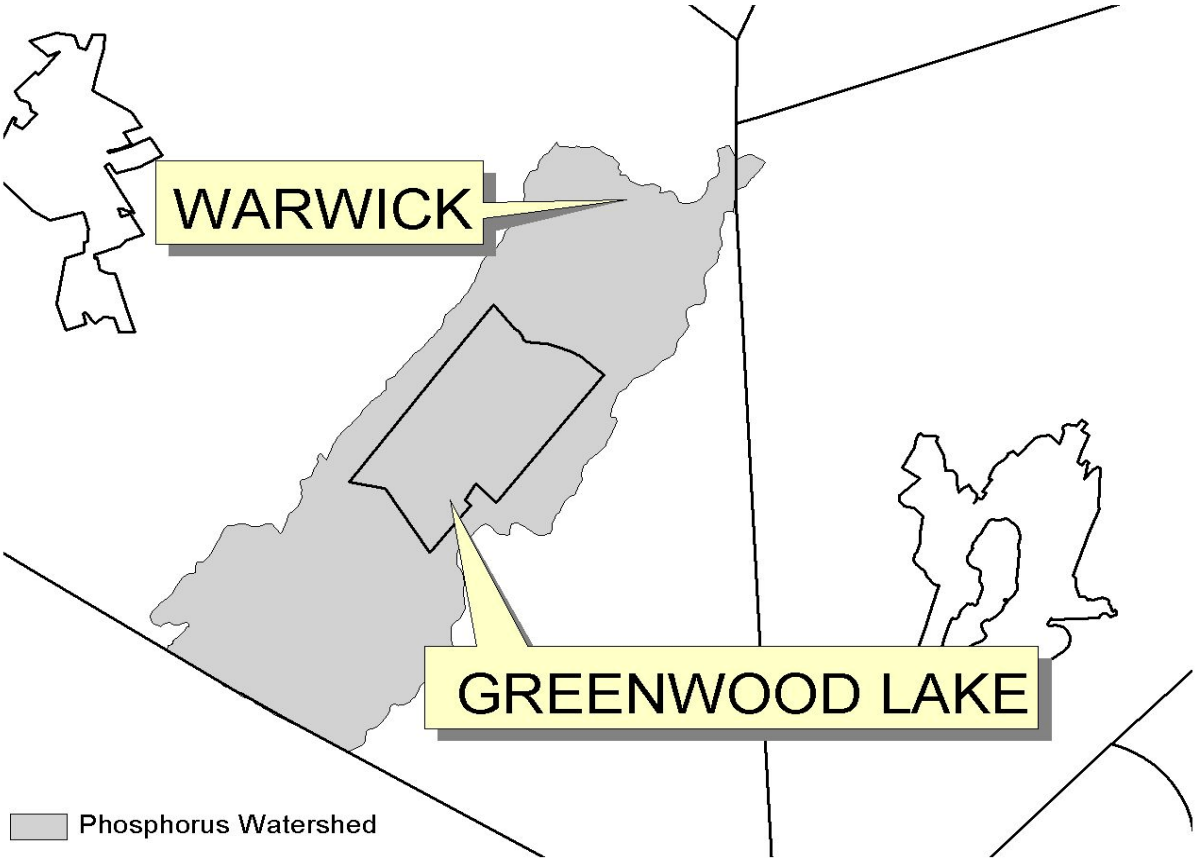


Figure 4 - Oscawana Lake Watershed

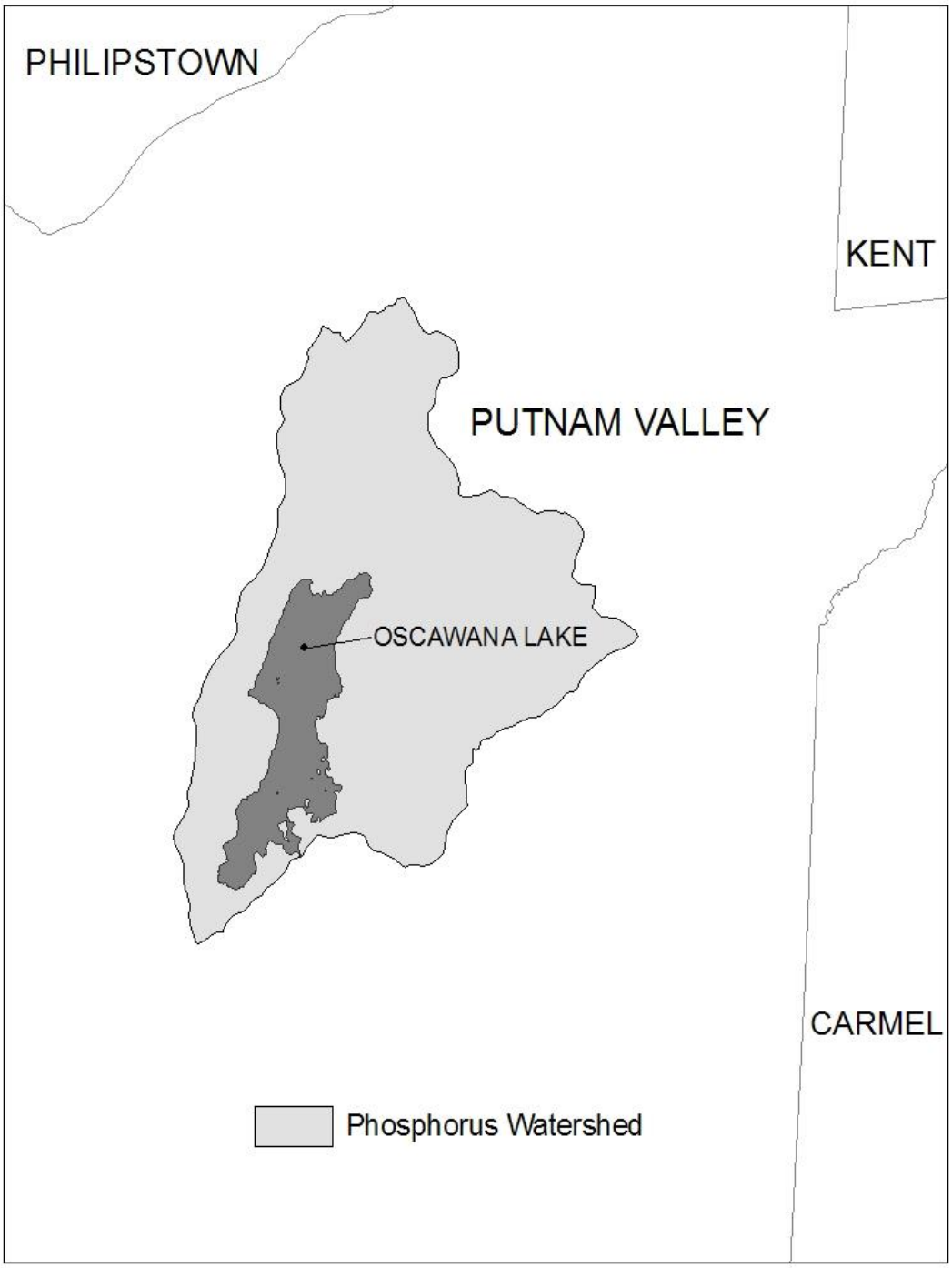
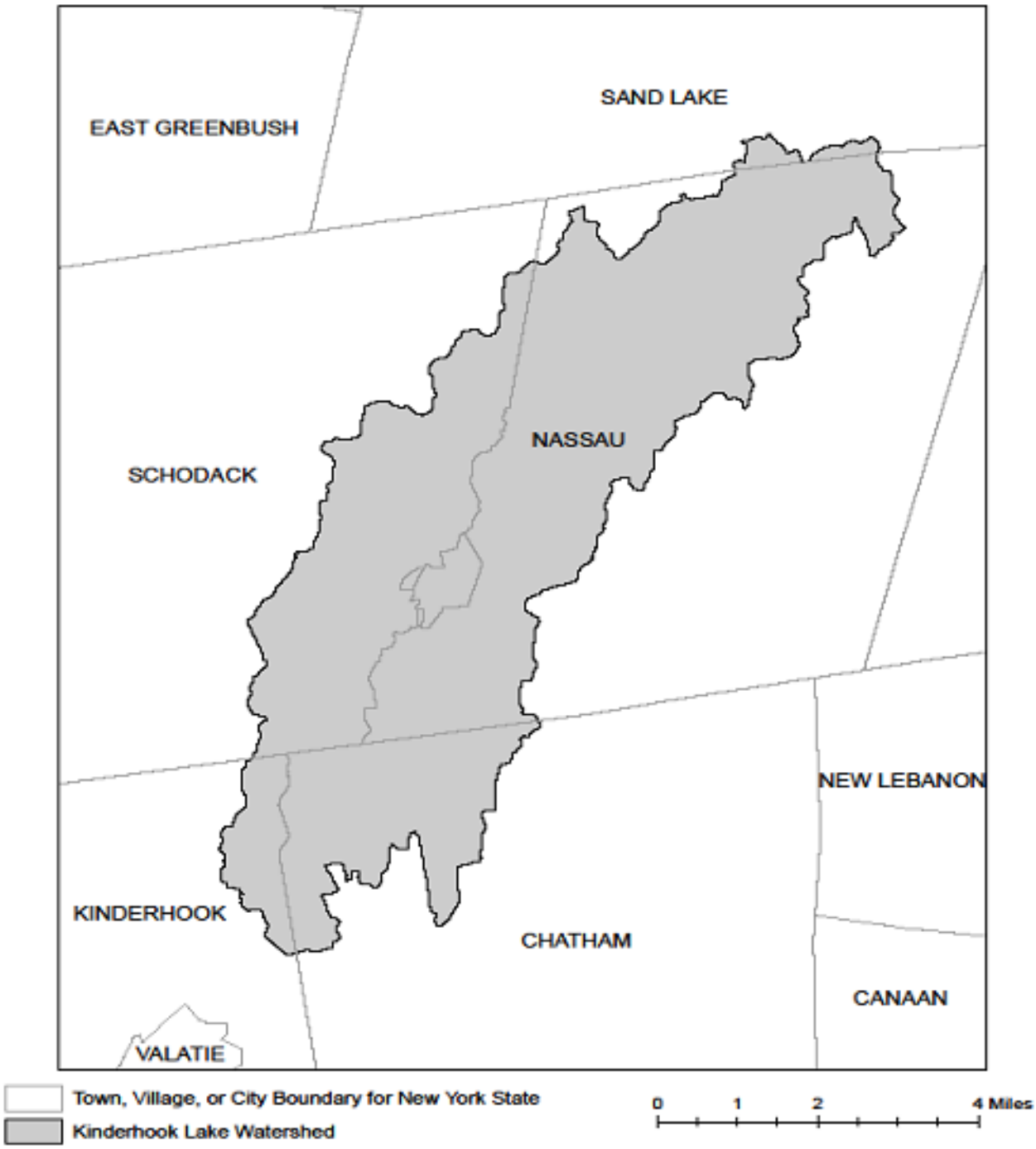


Figure 5 - Kinderhook Lake Watershed



APPENDIX D – Watersheds with Lower Disturbance Threshold

Watersheds where *owners or operators* of construction activities that involve soil disturbances between five thousand (5000) square feet and one (1) acre of land must obtain coverage under this permit.

Entire New York City Watershed that is located east of the Hudson River **-** See Figure 1 in Appendix C

APPENDIX E – 303(d) Segments Impaired by Construction Related Pollutant(s)

List of 303(d) segments impaired by pollutants related to *construction activity* (e.g. silt, sediment or nutrients). The list was developed using ”The Final New York State 2016 Section 303(d) List of Impaired Waters Requiring a TMDL/Other Strategy” dated November 2016. *Owners or operators* of single family home and single family residential subdivisions with 25% or less total impervious cover at total site build-out that involve soil disturbances of one or more acres of land, but less than 5 acres, and *directly discharge* to one of the listed segments below shall prepare a SWPPP that includes post-construction stormwater management practices designed in conformance with the New York State Stormwater Management Design Manual (“Design Manual”), dated January 2015.

COUNTY	WATERBODY	POLLUTANT
Albany	Ann Lee (Shakers) Pond, Stump Pond	Nutrients
Albany	Basic Creek Reservoir	Nutrients
Allegany	Amity Lake, Saunders Pond	Nutrients
Bronx	Long Island Sound, Bronx	Nutrients
Bronx	Van Cortlandt Lake	Nutrients
Broome	Fly Pond, Deer Lake, Sky Lake	Nutrients
Broome	Minor Tribs to Lower Susquehanna (north)	Nutrients
Broome	Whitney Point Lake/Reservoir	Nutrients
Cattaraugus	Allegheny River/Reservoir	Nutrients
Cattaraugus	Beaver (Alma) Lake	Nutrients
Cattaraugus	Case Lake	Nutrients
Cattaraugus	Linlyco/Club Pond	Nutrients
Cayuga	Duck Lake	Nutrients
Cayuga	Little Sodus Bay	Nutrients
Chautauqua	Bear Lake	Nutrients
Chautauqua	Chadakoin River and tribs	Nutrients
Chautauqua	Chautauqua Lake, North	Nutrients
Chautauqua	Chautauqua Lake, South	Nutrients
Chautauqua	Findley Lake	Nutrients
Chautauqua	Hulburt/Clymer Pond	Nutrients
Clinton	Great Chazy River, Lower, Main Stem	Silt/Sediment
Clinton	Lake Champlain, Main Lake, Middle	Nutrients
Clinton	Lake Champlain, Main Lake, North	Nutrients
Columbia	Kinderhook Lake	Nutrients
Columbia	Robinson Pond	Nutrients
Cortland	Dean Pond	Nutrients

303(d) Segments Impaired by Construction Related Pollutant(s)

Dutchess	Fall Kill and tribs	Nutrients
Dutchess	Hillside Lake	Nutrients
Dutchess	Wappingers Lake	Nutrients
Dutchess	Wappingers Lake	Silt/Sediment
Erie	Beeman Creek and tribs	Nutrients
Erie	Ellicott Creek, Lower, and tribs	Silt/Sediment
Erie	Ellicott Creek, Lower, and tribs	Nutrients
Erie	Green Lake	Nutrients
Erie	Little Sister Creek, Lower, and tribs	Nutrients
Erie	Murder Creek, Lower, and tribs	Nutrients
Erie	Rush Creek and tribs	Nutrients
Erie	Scajaquada Creek, Lower, and tribs	Nutrients
Erie	Scajaquada Creek, Middle, and tribs	Nutrients
Erie	Scajaquada Creek, Upper, and tribs	Nutrients
Erie	South Branch Smoke Cr, Lower, and tribs	Silt/Sediment
Erie	South Branch Smoke Cr, Lower, and tribs	Nutrients
Essex	Lake Champlain, Main Lake, South	Nutrients
Essex	Lake Champlain, South Lake	Nutrients
Essex	Willsboro Bay	Nutrients
Genesee	Bigelow Creek and tribs	Nutrients
Genesee	Black Creek, Middle, and minor tribs	Nutrients
Genesee	Black Creek, Upper, and minor tribs	Nutrients
Genesee	Bowen Brook and tribs	Nutrients
Genesee	LeRoy Reservoir	Nutrients
Genesee	Oak Orchard Cr, Upper, and tribs	Nutrients
Genesee	Tonawanda Creek, Middle, Main Stem	Nutrients
Greene	Schoharie Reservoir	Silt/Sediment
Greene	Sleepy Hollow Lake	Silt/Sediment
Herkimer	Steele Creek tribs	Silt/Sediment
Herkimer	Steele Creek tribs	Nutrients
Jefferson	Moon Lake	Nutrients
Kings	Hendrix Creek	Nutrients
Kings	Prospect Park Lake	Nutrients
Lewis	Mill Creek/South Branch, and tribs	Nutrients
Livingston	Christie Creek and tribs	Nutrients
Livingston	Conesus Lake	Nutrients
Livingston	Mill Creek and minor tribs	Silt/Sediment
Monroe	Black Creek, Lower, and minor tribs	Nutrients
Monroe	Buck Pond	Nutrients
Monroe	Cranberry Pond	Nutrients

303(d) Segments Impaired by Construction Related Pollutant(s)

Monroe	Lake Ontario Shoreline, Western	Nutrients
Monroe	Long Pond	Nutrients
Monroe	Mill Creek and tribs	Nutrients
Monroe	Mill Creek/Blue Pond Outlet and tribs	Nutrients
Monroe	Minor Tribs to Irondequoit Bay	Nutrients
Monroe	Rochester Embayment - East	Nutrients
Monroe	Rochester Embayment - West	Nutrients
Monroe	Shipbuilders Creek and tribs	Nutrients
Monroe	Thomas Creek/White Brook and tribs	Nutrients
Nassau	Beaver Lake	Nutrients
Nassau	Camaans Pond	Nutrients
Nassau	East Meadow Brook, Upper, and tribs	Silt/Sediment
Nassau	East Rockaway Channel	Nutrients
Nassau	Grant Park Pond	Nutrients
Nassau	Hempstead Bay	Nutrients
Nassau	Hempstead Lake	Nutrients
Nassau	Hewlett Bay	Nutrients
Nassau	Hog Island Channel	Nutrients
Nassau	Long Island Sound, Nassau County Waters	Nutrients
Nassau	Massapequa Creek and tribs	Nutrients
Nassau	Milburn/Parsonage Creeks, Upp, and tribs	Nutrients
Nassau	Reynolds Channel, west	Nutrients
Nassau	Tidal Tribs to Hempstead Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Nutrients
Nassau	Tribs (fresh) to East Bay	Silt/Sediment
Nassau	Tribs to Smith/Halls Ponds	Nutrients
Nassau	Woodmere Channel	Nutrients
New York	Harlem Meer	Nutrients
New York	The Lake in Central Park	Nutrients
Niagara	Bergholtz Creek and tribs	Nutrients
Niagara	Hyde Park Lake	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Niagara	Lake Ontario Shoreline, Western	Nutrients
Oneida	Ballou, Nail Creeks and tribs	Nutrients
Onondaga	Harbor Brook, Lower, and tribs	Nutrients
Onondaga	Ley Creek and tribs	Nutrients
Onondaga	Minor Tribs to Onondaga Lake	Nutrients
Onondaga	Ninemile Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Lower, and tribs	Nutrients
Onondaga	Onondaga Creek, Middle, and tribs	Nutrients

303(d) Segments Impaired by Construction Related Pollutant(s)

Onondaga	Onondaga Lake, northern end	Nutrients
Onondaga	Onondaga Lake, southern end	Nutrients
Ontario	Great Brook and minor tribs	Silt/Sediment
Ontario	Great Brook and minor tribs	Nutrients
Ontario	Hemlock Lake Outlet and minor tribs	Nutrients
Ontario	Honeoye Lake	Nutrients
Orange	Greenwood Lake	Nutrients
Orange	Monhagen Brook and tribs	Nutrients
Orange	Orange Lake	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Orleans	Lake Ontario Shoreline, Western	Nutrients
Oswego	Lake Neatahwanta	Nutrients
Oswego	Pleasant Lake	Nutrients
Putnam	Bog Brook Reservoir	Nutrients
Putnam	Boyd Corners Reservoir	Nutrients
Putnam	Croton Falls Reservoir	Nutrients
Putnam	Diverting Reservoir	Nutrients
Putnam	East Branch Reservoir	Nutrients
Putnam	Lake Carmel	Nutrients
Putnam	Middle Branch Reservoir	Nutrients
Putnam	Oscawana Lake	Nutrients
Putnam	Palmer Lake	Nutrients
Putnam	West Branch Reservoir	Nutrients
Queens	Bergen Basin	Nutrients
Queens	Flushing Creek/Bay	Nutrients
Queens	Jamaica Bay, Eastern, and tribs (Queens)	Nutrients
Queens	Kissena Lake	Nutrients
Queens	Meadow Lake	Nutrients
Queens	Willow Lake	Nutrients
Rensselaer	Nassau Lake	Nutrients
Rensselaer	Snyders Lake	Nutrients
Richmond	Grasmere Lake/Bradys Pond	Nutrients
Rockland	Congers Lake, Swartout Lake	Nutrients
Rockland	Rockland Lake	Nutrients
Saratoga	Ballston Lake	Nutrients
Saratoga	Dwaas Kill and tribs	Silt/Sediment
Saratoga	Dwaas Kill and tribs	Nutrients
Saratoga	Lake Lonely	Nutrients
Saratoga	Round Lake	Nutrients
Saratoga	Tribs to Lake Lonely	Nutrients

303(d) Segments Impaired by Construction Related Pollutant(s)

Schenectady	Collins Lake	Nutrients
Schenectady	Duane Lake	Nutrients
Schenectady	Mariaville Lake	Nutrients
Schoharie	Engleville Pond	Nutrients
Schoharie	Summit Lake	Nutrients
Seneca	Reeder Creek and tribs	Nutrients
St.Lawrence	Black Lake Outlet/Black Lake	Nutrients
St.Lawrence	Fish Creek and minor tribs	Nutrients
Steuben	Smith Pond	Nutrients
Suffolk	Agawam Lake	Nutrients
Suffolk	Big/Little Fresh Ponds	Nutrients
Suffolk	Canaan Lake	Silt/Sediment
Suffolk	Canaan Lake	Nutrients
Suffolk	Flanders Bay, West/Lower Sawmill Creek	Nutrients
Suffolk	Fresh Pond	Nutrients
Suffolk	Great South Bay, East	Nutrients
Suffolk	Great South Bay, Middle	Nutrients
Suffolk	Great South Bay, West	Nutrients
Suffolk	Lake Ronkonkoma	Nutrients
Suffolk	Long Island Sound, Suffolk County, West	Nutrients
Suffolk	Mattituck (Marratooka) Pond	Nutrients
Suffolk	Meetinghouse/Terrys Creeks and tribs	Nutrients
Suffolk	Mill and Seven Ponds	Nutrients
Suffolk	Millers Pond	Nutrients
Suffolk	Moriches Bay, East	Nutrients
Suffolk	Moriches Bay, West	Nutrients
Suffolk	Peconic River, Lower, and tidal tribs	Nutrients
Suffolk	Quantuck Bay	Nutrients
Suffolk	Shinnecock Bay and Inlet	Nutrients
Suffolk	Tidal tribs to West Moriches Bay	Nutrients
Sullivan	Bodine, Montgomery Lakes	Nutrients
Sullivan	Davies Lake	Nutrients
Sullivan	Evens Lake	Nutrients
Sullivan	Pleasure Lake	Nutrients
Tompkins	Cayuga Lake, Southern End	Nutrients
Tompkins	Cayuga Lake, Southern End	Silt/Sediment
Tompkins	Owasco Inlet, Upper, and tribs	Nutrients
Ulster	Ashokan Reservoir	Silt/Sediment
Ulster	Esopus Creek, Upper, and minor tribs	Silt/Sediment
Warren	Hague Brook and tribs	Silt/Sediment

303(d) Segments Impaired by Construction Related Pollutant(s)

Warren	Huddle/Finkle Brooks and tribs	Silt/Sediment
Warren	Indian Brook and tribs	Silt/Sediment
Warren	Lake George	Silt/Sediment
Warren	Tribs to L.George, Village of L George	Silt/Sediment
Washington	Cossayuna Lake	Nutrients
Washington	Lake Champlain, South Bay	Nutrients
Washington	Tribs to L.George, East Shore	Silt/Sediment
Washington	Wood Cr/Champlain Canal and minor tribs	Nutrients
Wayne	Port Bay	Nutrients
Westchester	Amawalk Reservoir	Nutrients
Westchester	Blind Brook, Upper, and tribs	Silt/Sediment
Westchester	Cross River Reservoir	Nutrients
Westchester	Lake Katonah	Nutrients
Westchester	Lake Lincolndale	Nutrients
Westchester	Lake Meahagh	Nutrients
Westchester	Lake Mohegan	Nutrients
Westchester	Lake Shenorock	Nutrients
Westchester	Long Island Sound, Westchester (East)	Nutrients
Westchester	Mamaroneck River, Lower	Silt/Sediment
Westchester	Mamaroneck River, Upper, and minor tribs	Silt/Sediment
Westchester	Muscoot/Upper New Croton Reservoir	Nutrients
Westchester	New Croton Reservoir	Nutrients
Westchester	Peach Lake	Nutrients
Westchester	Reservoir No.1 (Lake Isle)	Nutrients
Westchester	Saw Mill River, Lower, and tribs	Nutrients
Westchester	Saw Mill River, Middle, and tribs	Nutrients
Westchester	Sheldrake River and tribs	Silt/Sediment
Westchester	Sheldrake River and tribs	Nutrients
Westchester	Silver Lake	Nutrients
Westchester	Teatown Lake	Nutrients
Westchester	Titicus Reservoir	Nutrients
Westchester	Truesdale Lake	Nutrients
Westchester	Wallace Pond	Nutrients
Wyoming	Java Lake	Nutrients
Wyoming	Silver Lake	Nutrients

APPENDIX F – List of NYS DEC Regional Offices

Region	Covering the following counties:	DIVISION OF ENVIRONMENTAL PERMITS (DEP) Permit Administrators	DIVISION OF WATER (DOW) Water (SPDES) Program
1	Nassau and Suffolk	50 Circle Road Stony Brook, NY 11790 Tel. (631) 444-0365	50 Circle Road Stony Brook, NY 11790-3409 Tel. (631) 444-0405
2	Bronx, Kings, New York, Queens and Richmond	1 Hunters Point Plaza, 47-40 21st St. Long Island City, NY 11101-5407 Tel. (718) 482-4997	1 Hunters Point Plaza, 47-40 21st St. Long Island City, NY 11101-5407 Tel. (718) 482-4933
3	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester	21 South Putt Corners Road New Paltz, NY 12561-1696 Tel. (845) 256-3059	100 Hillside Avenue, Suite 1w White Plains, NY 10603 Tel. (914) 428 - 2505
4	Albany, Columbia, Delaware, Greene, Montgomery, Otsego, Rensselaer, Schenectady and Schoharie	1150 North Westcott Road Schenectady, NY 12306-2014 Tel. (518) 357-2069	1130 North Westcott Road Schenectady, NY 12306-2014 Tel. (518) 357-2045
5	Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren and Washington	1115 State Route 86, Po Box 296 Ray Brook, NY 12977-0296 Tel. (518) 897-1234	232 Golf Course Road Warrensburg, NY 12885-1172 Tel. (518) 623-1200
6	HERKIMER, JEFFERSON, LEWIS, ONEIDA AND ST. LAWRENCE	STATE OFFICE BUILDING 317 WASHINGTON STREET WATERTOWN, NY 13601-3787 TEL. (315) 785-2245	STATE OFFICE BUILDING 207 GENESEE STREET UTICA, NY 13501-2885 TEL. (315) 793-2554
7	BROOME, CAYUGA, CHENANGO, CORTLAND, MADISON, ONONDAGA, OSWEGO, TIOGA AND TOMPKINS	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7438	615 ERIE BLVD. WEST SYRACUSE, NY 13204-2400 TEL. (315) 426-7500
8	CHEMUNG, GENESEE, LIVINGSTON, MONROE, ONTARIO, ORLEANS, SCHUYLER, SENECA, STEUBEN, WAYNE AND YATES	6274 EAST AVON-LIMA ROADAVON, NY 14414-9519 TEL. (585) 226-2466	6274 EAST AVON-LIMA RD. AVON, NY 14414-9519 TEL. (585) 226-2466
9	ALLEGANY, CATTARAUGUS, CHAUTAUQUA, ERIE, NIAGARA AND WYOMING	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7165	270 MICHIGAN AVENUE BUFFALO, NY 14203-2999 TEL. (716) 851-7070

Appendix E-1

Solar Panel Construction Stormwater Permitting/SWPPP Guidance

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

M E M O R A N D U M

TO: Regional Water Engineers

FROM: Robert Wither, Chief, South Permit Section

SUBJECT: Solar Panel Construction Stormwater Permitting/SWPPP Guidance

DATE: April 5, 2018

Issue

The Department is seeing an increase in the number of solar panel construction projects across New York State. This has resulted in an increase in the number of questions on Construction General Permit (CGP) and Stormwater Pollution Prevention Plan (SWPPP) requirements from design professionals because the current CGP (GP-0-15-002) does not include a specific reference to the SWPPP requirements for solar panel projects in Tables 1 and 2 of Appendix B. To address this issue, the Division of Water (DOW) has developed the following guidance on CGP/SWPPP requirements for the different types of solar panel projects.

Scenario 1

The DOW considers solar panel projects designed and constructed in accordance with the following criteria to be a "*Land clearing and grading for the purposes of creating vegetated open space (i.e. recreational parks, lawns, meadows, fields)*" type project as listed in Table 1, Appendix B of the CGP. Therefore, the SWPPP for this type of project will typically just need to address erosion and sediment controls.

1. Solar panels are constructed on post or rack systems and elevated off the ground surface,
2. The panels are spaced apart so that rain water can flow off the down gradient side of the panel and continue as sheet flow across the ground surface*,
3. For solar panels constructed on slopes, the individual rows of solar panels are generally installed along the contour so rain water sheet flows down slope*,
4. The ground surface below the panels consist of a well-established vegetative cover (see "Final Stabilization" definition in Appendix A of the CGP),
5. The project does not include the construction of any traditional impervious areas (i.e. buildings, substation pads, gravel access roads or parking areas, etc.),
6. Construction of the solar panels will not alter the hydrology from pre-to post development conditions (see Appendix A of the CGP, for definition of "Alter the hydrology…"). Note: The design professional shall perform the necessary site assessment/hydrology analysis to make this determination.

*Refer to Maryland's "Stormwater Design Guidance- Solar Panel Installations" attached for guidance on panel installation.
**See notes below for additional criteria.

Scenario 2

If the design and construction of the solar panels meets all the criteria above, except for item 6, the project will fall under the "*All other construction activities that include the construction or reconstruction of impervious area or alter the hydrology from pre-to post development conditions, and are not listed in Table 1*" project type as listed in Table 2, Appendix B of the CGP. Therefore, the SWPPP for this type of project must address post-construction stormwater practices designed in accordance with the sizing criteria in Chapter 4 of the NYS Stormwater Management Design Manual, dated January 2015 (Note: Chapter 10 for projects in NYC EOH Watershed). The Water Quality Volume (WQv)/Runoff Reduction Volume (RRv) sizing criteria can be addressed by designing and constructing the solar panels in accordance with the criteria in items 1 – 4 above, however, the quantity control sizing criteria (Cpv, Qp and Qf) from Chapter 4 (or 10) of the Design Manual must still be addressed, unless one of the waiver criteria from Chapter 4 can be applied. **See notes below for additional criteria.

**** Notes**

- Item 1: For solar panel projects where the panels are mounted directly to the ground (i.e. no space below panel to allow for infiltration of runoff), the SWPPP must address post-construction stormwater management controls designed in accordance with the sizing criteria in Chapter 4 of the NYS Stormwater Management Design Manual, dated January 2015 (Note: Chapter 10 for projects in NYC EOH Watershed).

- Item 5: For solar panel projects that include the construction of traditional impervious areas (i.e. buildings, substation pads, gravel access roads or parking areas, etc.), the SWPPP must address post-construction stormwater management controls for those areas of the project. This applies to both Scenario 1 and 2 above.

cc: Carol Lamb-Lafay, BWP
Dave Gasper, BWP

Stormwater Design Guidance – Solar Panel Installations

Revisions to Maryland's stormwater management regulations in 2010 require that environmental site design (ESD) be used to the maximum extent practicable (MEP) to mimic natural hydrology, reduce runoff to reflect forested wooded conditions, and minimize the impact of land development on water resources. This applies to any residential, commercial, industrial, or institutional development where more than 5,000 square feet of land area is disturbed. Consequently, stormwater management must be addressed even when permeable features like solar panel installations exceed 5,000 square feet of land disturbance.

Depending on local soil conditions and proposed imperviousness, the amount of rainfall that stormwater requirements are based on varies from 1.0 to 2.6 inches. However, addressing stormwater management does not mean that structural or micro-scale practices must be constructed to capture and treat large volumes of runoff. Using nonstructural techniques like disconnecting impervious cover reduces runoff by promoting overland filtering and infiltration. Commonly used with smaller or narrower impervious areas like driveways or open roads, the Disconnection of Non-Rooftop Runoff technique (see pp. 5.61 to 5.65 of the **2000 Maryland Stormwater Design Manual**[1]) is a low cost alternative for treating runoff in situations like rows of solar panels.

When non-rooftop disconnection is used to treat runoff, the following factors should be considered:

- The vegetated area receiving runoff must be equal to or greater in length than the disconnected surface (e.g., width of the row of solar panels)
- Runoff must sheet flow onto and across vegetated areas to maintain the disconnection
- Disconnections should be located on gradual slopes (≤ 5%) to maintain sheetflow. Level spreaders, terraces, or berms may be used to maintain sheetflow conditions if the average slope is steeper than 5%. However, installations on slopes greater than 10% will require an engineered plan that ensures adequate treatment and the safe and non-erosive conveyance of runoff to the property line or downstream stormwater management practice.
- Disconnecting impervious surfaces works best in undisturbed soils. To minimize disturbance and compaction, construction vehicles and equipment should avoid areas used for disconnection during installation of the solar panels.
- Groundcover vegetation must be maintained in good condition in those areas receiving disconnected runoff. Typically this maintenance is no different than other lawn or landscaped areas. However, areas receiving runoff should be protected (e.g., planting shrubs or trees along the perimeter) from future compaction.

Depending on the layout and number of panels installed, the disconnection of non-rooftop runoff technique may address some or all of the stormwater management requirements for an individual project. Where the imperviousness is high or there is other infrastructure (e.g., access roads, transformers), additional runoff may need to be treated. In these situations, other ESD techniques or micro-scale practices may be needed to provide stormwater management for these features.

Example 1 – Using Non-Rooftop Disconnection Where the Average Slope ≤ 5%

Several rows of solar panels will be installed in an existing meadow. The soils within the meadow are hydrologic soil group (HSG) B and the average slope does not exceed 5%. Each row of panels is 10 feet wide and the distance between rows is 20 feet. The rows of solar panels will be installed according to Figure 1 below. In this scenario, the disconnection length is the same as the distance between rows (20 feet) and is greater than the width of each row (10 feet). Therefore, each row of panels is adequately disconnected and the runoff from 1.0 inch of rainfall is treated.

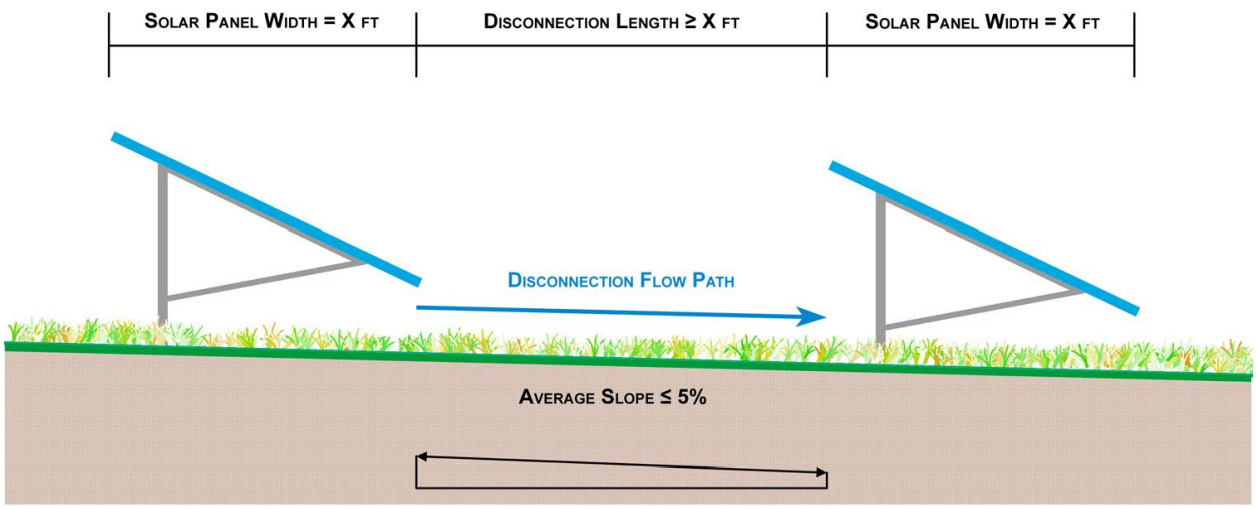


Figure 1. Typical Installation - Slope ≤ 5%

Example 2 – Using Non-Rooftop Disconnection Where the Average Slope ≥ 5% but ≤ 10%

Several rows of solar panels will be installed in an existing meadow. The soils within the meadow are hydrologic soil group (HSG) B and the average slope is greater than 5% but less than 10%. Each row of panels is 10 feet wide and the distance between rows is 20 feet. The rows of solar panels will be installed as shown in Figure 2 below. The disconnection length is the same as the distance between rows (20 feet) and is greater than the width of each row (10 feet). However, in this example, a level spreader (typically 1 to 2-foot wide and 1 foot deep) has been located at the drip edge of each row of panels to dissipate energy and maintain sheetflow.

Discussion

To meet State and local stormwater management requirements, ESD must be used to the MEP to reduce runoff to reflect forested conditions. While all reasonable options for implementing ESD must be investigated, minimally, the runoff from 1 inch of rainfall must be treated. In each of the examples above, there may be additional opportunities to implement ESD techniques or practices and reduce runoff that should be explored. However, simply disconnecting the runoff from the solar panel arrays captures and treats the runoff from 1.0 inch of rainfall. Where imperviousness is low and soil conditions less optimal (e.g., HSG C or D), this may be sufficient to completely address stormwater management requirements. In more dense applications or in sandy soils, additional stormwater management may be required.

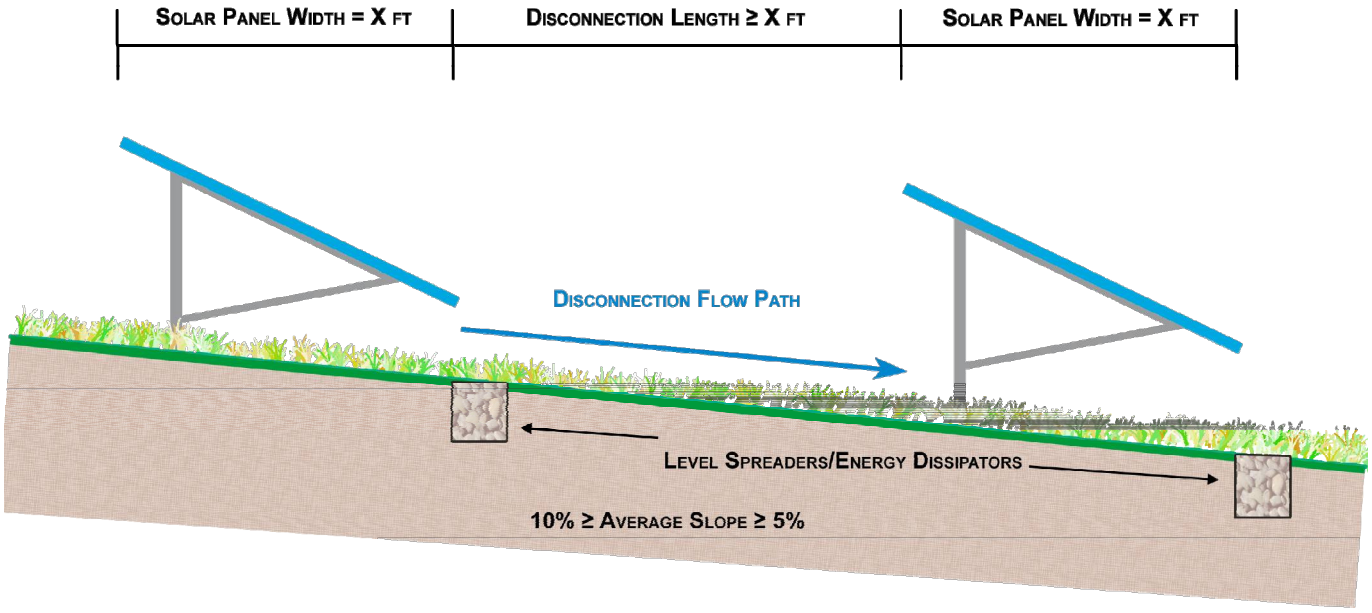


Figure 2. Typical Installation – Slope ≥ 5% but ≤ 10%

Conclusion

The primary purpose of Maryland's stormwater management program is to mimic natural hydrologic runoff characteristics and minimize the impact of land development on water resources. Any land development project that exceeds 5,000 square feet of disturbance, including solar panel projects, must address stormwater management. However, for solar panels, stormwater management may be provided in a cost-effective manner by disconnecting each row of panels and directing runoff over the vegetated areas between the individual rows.

Resources

[1] 2000 Maryland Stormwater Design Manual, Volumes I and II, MDE, October 2000 (http://www.mde.state.md.us/programs/Water/StormwaterManagementProgram/MarylandStormwaterDesignManual/Pages/Programs/WaterPrograms/SedimentandStormwater/stormwater_design/index.aspx)

Appendix F

Stormwater Pollution Prevention Plan Certification

Appendix G
Notice of Termination (NOT)

New York State Department of Environmental Conservation
Division of Water
625 Broadway, 4th Floor
Albany, New York 12233-3505
(NOTE: Submit completed form to address above)

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the SPDES General Permit for Construction Activity

Please indicate your permit identification number: NYR ___ ___ ___ ___ ___ ___

I. Owner or Operator Information

1. Owner/Operator Name:

2. Street Address:

3. City/State/Zip:

4. Contact Person:	4a.Telephone:

4b. Contact Person E-Mail:

II. Project Site Information

5. Project/Site Name:

6. Street Address:

7. City/Zip:

8. County:

III. Reason for Termination

9a. □ All disturbed areas have achieved final stabilization in accordance with the general permit and SWPPP. ***Date final stabilization completed** (month/year): _____

9b. □ Permit coverage has been transferred to new owner/operator. Indicate new owner/operator's permit identification number: NYR ___ ___ ___ ___ ___ ___
(Note: Permit coverage can not be terminated by owner identified in I.1. above until new owner/operator obtains coverage under the general permit)

9c. □ Other (Explain on Page 2)

IV. Final Site Information:

10a. Did this construction activity require the development of a SWPPP that includes post-construction stormwater management practices? □ yes □ no (If no, go to question 10f.)

10b. Have all post-construction stormwater management practices included in the final SWPPP been constructed? □ yes □ no (If no, explain on Page 2)

10c. Identify the entity responsible for long-term operation and maintenance of practice(s)?

_____

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the SPDES General Permit for Construction Activity - continued

10d. Has the entity responsible for long-term operation and maintenance been given a copy of the operation and maintenance plan required by the general permit? □ yes □ no

10e. Indicate the method used to ensure long-term operation and maintenance of the post-construction stormwater management practice(s):

□ Post-construction stormwater management practice(s) and any right-of-way(s) needed to maintain practice(s) have been deeded to the municipality.

□ Executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s).

□ For post-construction stormwater management practices that are privately owned, a mechanism is in place that requires operation and maintenance of the practice(s) in accordance with the operation and maintenance plan, such as a deed covenant in the owner or operator's deed of record.

□ For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, university or hospital), government agency or authority, or public utility; policy and procedures are in place that ensures operation and maintenance of the practice(s) in accordance with the operation and maintenance plan.

10f. Provide the total area of impervious surface (i.e. roof, pavement, concrete, gravel, etc.) constructed within the disturbance area? _____ (acres)

11. Is this project subject to the requirements of a regulated, traditional land use control MS4? □ yes □ no

(If Yes, complete section VI - "MS4 Acceptance" statement

V. Additional Information/Explanation:

(Use this section to answer questions 9c. and 10b., if applicable)

VI. MS4 Acceptance - MS4 Official (principal executive officer or ranking elected official) or Duly Authorized Representative (Note: Not required when 9b. is checked -transfer of coverage)

I have determined that it is acceptable for the owner or operator of the construction project identified in question 5 to submit the Notice of Termination at this time.

Printed Name:

Title/Position:

Signature:	Date:

NOTICE OF TERMINATION for Storm Water Discharges Authorized under the SPDES General Permit for Construction Activity - continued	
VII. Qualified Inspector Certification - Final Stabilization:	
I hereby certify that all disturbed areas have achieved final stabilization as defined in the current version of the general permit, and that all temporary, structural erosion and sediment control measures have been removed. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
Printed Name:	
Title/Position:	
Signature:	Date:
VIII. Qualified Inspector Certification - Post-construction Stormwater Management Practice(s):	
I hereby certify that all post-construction stormwater management practices have been constructed in conformance with the SWPPP. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
Printed Name:	
Title/Position:	
Signature:	Date:
IX. Owner or Operator Certification	
I hereby certify that this document was prepared by me or under my direction or supervision. My determination, based upon my inquiry of the person(s) who managed the construction activity, or those persons directly responsible for gathering the information, is that the information provided in this document is true, accurate and complete. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings.	
Printed Name:	
Title/Position:	
Signature:	Date:

(NYS DEC Notice of Termination - January 2015)

Appendix H
General Contractor's Certification

STORM WATER POLLUTION PREVENTION PLAN
CONTRACTOR'S CERTIFICATION

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

CONTRACTOR'S CERTIFICATION*:*

"I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings. "

Name: _____
(Print)

Signature: _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Scope of Services: _____

Date: _____

Received by: _____
[Name]

Appendix I
Subcontractor's Certification

STORM WATER POLLUTION PREVENTION PLAN
SUBCONTRACTOR'S CERTIFICATION

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

SUBCONTRACTOR'S CERTIFICATION:

"I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings. "

Name: _____
(Print)

Signature: _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Scope of Services: _____

Date: _____

Received by: _____
[Name]

Appendix J
Inspection Form/Report

STORMWATER POLLUTION PREVENTION PLAN

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

Inspections/reports must be completed a minimum of once every seven calendar days.

Inspection Type: ☐ **Routine (every 7 calendar days)** ☐ **Other _____**

Date: _____ **Week Ending:** _____

Weather/Storm Event Information:

Storm Start Time: _____ **Storm Duration:** _____

Approximate Amount of Rainfall (inches): _____

Based on the results of the inspection, necessary control modifications shall be implemented within seven (7) calendar days. These reports shall be kept on file as part of the Storm Water Pollution Prevention Plan for at least five (5) years from the date of completion and submission of the Final Stabilization Certification/Termination Checklist and Notice of Termination. A copy of the SWPPP shall be kept at the site at all times during construction.

Practices in need of repair:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Item not corrected from previous inspection:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Name of Inspector:_____**Title of Inspector: :**_____

Inspector's Signature: _____

Compliance Certification

I certify that, based on no incidents of non-compliance identified during the inspection, the site is in compliance with the SWPPP and the Construction General Permit.

Name of Duly Authorized Representative (Printed): _____

Signature of Duly Authorized Representative: _____

Date: _____

***Note: Only to be signed when the site is in full compliance with the SWPPP and the Construction General Permit.**

II. CONSTRUCTION DURATION INSPECTIONS

a. Directions:
Inspection Forms will be filled out during the entire construction phase of the project.
Required Elements:

(1) On a site map, indicate the extent of all disturbed site areas and drainage pathways. Indicate site areas that are expected to undergo initial disturbance or significant site work within the next 14-day period;

(2) Indicate on a site map all areas of the site that have undergone temporary or permanent stabilization;

(3) Indicate all disturbed site areas that have not undergone active site work during the previous 14-day period;

Inspect all sediment control practices and record the approximate degree of sediment accumulation as a percentage of sediment storage volume (for example, 10 percent, 20 percent, 50 percent);

(5) Inspect all erosion and sediment control practices and record all maintenance requirements such as verifying the integrity of barrier or diversion systems (earthen berms or silt fencing) and containment systems (sediment basins and sediment traps). Identify any evidence of rill or gully erosion occurring on slopes and any loss of stabilizing vegetation or seeding/mulching. Document any excessive deposition of sediment or ponding water along barrier or diversion systems. Record the depth of sediment within containment structures, any erosion near outlet and overflow structures, and verify the ability of rock filters around perforated riser pipes to pass water; and

(6) Immediately report to the Operator any deficiencies that are identified with the implementation of the SWPPP.

SITE PLAN/SKETCH

Qualified Inspector (print name)	**Qualified Inspector Signature**	**Date of Inspection**

The above signed acknowledges that, to the best of his/her knowledge, all information provided on the forms is accurate and complete.

CONSTRUCTION DURATION INSPECTIONS

Maintaining Water Quality

Yes No NA
[ ] [ ] [ ] Is there an increase in turbidity causing a substantial visible contrast to natural conditions?
[ ] [ ] [ ] Is there residue from oil and floating substances, visible oil film, or globules or grease?
[ ] [ ] [ ] All disturbance is within the limits of the approved plans.
[ ] [ ] [ ] Have receiving lake/bay, stream, and/or wetland been impacted by silt from project?

Housekeeping
1. General Site Conditions
Yes No NA
[ ] [ ] [ ] Is construction site litter and debris appropriately managed?
[ ] [ ] [ ] Are facilities and equipment necessary for implementation of erosion and sediment control in working order and/or properly maintained?
[ ] [ ] [ ] Is construction impacting the adjacent property?
[ ] [ ] [ ] Is dust adequately controlled?

2. Temporary Stream Crossing
Yes No NA
[ ] [ ] [ ] Maximum diameter pipes necessary to span creek without dredging are installed.
[ ] [ ] [ ] Installed non-woven geotextile fabric beneath approaches.
[ ] [ ] [ ] Is fill composed of aggregate (no earth or soil)?
[ ] [ ] [ ] Rock on approaches is clean enough to remove mud from vehicles & prevent sediment from entering stream during high flow.

Runoff Control Practices

1. Excavation Dewatering
Yes No NA
[ ] [ ] [ ] Upstream and downstream berms (sandbags, inflatable dams, etc.) are installed per plan.
[ ] [ ] [ ] Clean water from upstream pool is being pumped to the downstream pool.
[ ] [ ] [ ] Sediment laden water from work area is being discharged to a silt-trapping device.
[ ] [ ] [ ] Constructed upstream berm with one-foot minimum freeboard.

2. Level Spreader
Yes No NA
[ ] [ ] [ ] Installed per plan.
[ ] [ ] [ ] Constructed on undisturbed soil, not on fill, receiving only clear, non-sediment laden flow.
[ ] [ ] [ ] Flow sheets out of level spreader without erosion on downstream edge.

3. Interceptor Dikes and Swales
Yes No NA
[ ] [ ] [ ] Installed per plan with minimum side slopes 2H:1V or flatter.
[ ] [ ] [ ] Stabilized by geotextile fabric, seed, or mulch with no erosion occurring.
[ ] [ ] [ ] Sediment-laden runoff directed to sediment trapping structure

4. Stone Check Dam
Yes No NA

[ ] [ ] [ ] Is channel stable? (flow is not eroding soil underneath or around the structure).
[ ] [ ] [ ] Check is in good condition (rocks in place and no permanent pools behind the structure).
[ ] [ ] [ ] Has accumulated sediment been removed?.

5. Rock Outlet Protection
Yes No NA
[ ] [ ] [ ] Installed per plan.
[ ] [ ] [ ] Installed concurrently with pipe installation.

Soil Stabilization
1. Topsoil and Spoil Stockpiles
Yes No NA
[ ] [ ] [ ] Stockpiles are stabilized with vegetation and/or mulch.
[ ] [ ] [ ] Sediment control is installed at the toe of the slope.

2. Revegetation
Yes No NA
[ ] [ ] [ ] Temporary seedings and mulch have been applied to idle areas.
[ ] [ ] [ ] 4 inches minimum of topsoil has been applied under permanent seedings

Sediment Control
1. Stabilized Construction Entrance
Yes No NA
[ ] [ ] [ ] Stone is clean enough to effectively remove mud from vehicles.
[ ] [ ] [ ] Installed per standards and specifications?
[ ] [ ] [ ] Does all traffic use the stabilized entrance to enter and leave site?
[ ] [ ] [ ] Is adequate drainage provided to prevent ponding at entrance?

2. Silt Fence
Yes No NA
[ ] [ ] [ ] Installed on Contour, 10 feet from toe of slope (not across conveyance channels).
[ ] [ ] [ ] Joints constructed by wrapping the two ends together for continuous support.
[ ] [ ] [ ] Fabric buried 6 inches minimum.
[ ] [ ] [ ] Posts are stable, fabric is tight and without rips or frayed areas.
Sediment accumulation is ___% of design capacity.

3. Storm Drain Inlet Protection (Use for Stone & Block; Filter Fabric; Curb; or, Excavated practices)
Yes No NA
[ ] [ ] [ ] Installed concrete blocks lengthwise so open ends face outward, not upward.
[ ] [ ] [ ] Placed wire screen between No. 3 crushed stone and concrete blocks.
[ ] [ ] [ ] Drainage area is 1acre or less.
[ ] [ ] [ ] Excavated area is 900 cubic feet.
[ ] [ ] [ ] Excavated side slopes should be 2:1.
[ ] [ ] [ ] 2” x 4” frame is constructed and structurally sound.
[ ] [ ] [ ] Posts 3-foot maximum spacing between posts.
[ ] [ ] [ ] Fabric is embedded 1 to 1.5 feet below ground and secured to frame/posts with staples at max 8-inch spacing.
[ ] [ ] [ ] Posts are stable, fabric is tight and without rips or frayed areas.
Sediment accumulation ___% of design capacity.

4. Temporary Sediment Trap
Yes No NA
[ ] [ ] [ ] Outlet structure is constructed per the approved plan or drawing.
[ ] [ ] [ ] Geotextile fabric has been placed beneath rock fill.
Sediment accumulation is ___% of design capacity.

5. Temporary Sediment Basin
Yes No NA
[ ] [ ] [ ] Basin and outlet structure constructed per the approved plan.
[ ] [ ] [ ] Basin side slopes are stabilized with seed/mulch.
[ ] [ ] [ ] Drainage structure flushed and basin surface restored upon removal of sediment basin facility.
Sediment accumulation is ___% of design capacity.

Miscellaneous
1. Site Photos
Yes No NA
[ ] [ ] [ ] Site photos have been included with the report that depicts properly installed practices and identified deficiencies needing corrective action. If no, please state why below.

_____
_____
_____
_____
_____
_____

<u>Note</u>: Not all erosion and sediment control practices are included in this listing. Add additional pages to this list as required by site specific design.
Construction inspection checklists for post-development stormwater management practices can be found in Appendix F of the New York Stormwater Management Design Manual.

Appendix K
Stabilization Form

STORM WATER POLLUTION PREVENTION PLAN

Stabilization Schedule for Major Grading Activities

PROPOSED KIRKVILLE ROAD SOLAR PROJECT – TOWN OF MANLIUS, NY

			Note: When these activities cease and if activities cease for more than 14 days these columns need to be completed.					
Major Site Construction Activity Areas	**Begin Date**	**Completion Date**	**Temporary Cease Date**	**Resume Date**	**Begin Date for Stabilization Temporary**	**Begin Date for Stabilization Permanent**	**Type of Stabilization (List measures used such as stone, seeding, mulch, landscaping, etc…)**	**Contractor Responsible for Work**
Temp. Gravel Const. Entrance								
Install Temporary Infrastructure (Staging area, fence, etc.)								
Mass Grading, Access Drives Construction								
Access Drives Constructed								
Mount and Install Racking Posts								
Install Panels, Inverters and utilities								
Install Permanent Post construction stormwater management pratices								
Pervious Areas Stabilized								

Appendix L
Implementation Form

STORM WATER POLLUTION PREVENTION PLAN
IMPLEMENTATION SCHEDULE

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

***To be completed prior to initiation of construction by the contractor.**

The Contractor will be responsible for implementing all Erosion and Sediment Control and Storm Water Management control structures. The Contractor may designate these tasks to certain subcontractors as they see fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the Contractor.

Construction Activity	*Proposed Initiation Date	*Proposed Completion Date	Actual Initiation Date	Actual Completion Date	Contractor Responsible for Implementation
Preconstruction Meeting					
Temporary Construction Access					
Material laydown / staging area prep					
Install inlet protection					
Install perimeter protection					
Stabilize all areas					
Remove inlet protection					
Final inspection					

Appendix M
Modification Log/Report Form

STORM WATER POLLUTION PREVENTION PLAN
MODIFICATION LOG

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

CHANGES REQUIRED FOR STORM WATER POLLUTION PREVENTION PLAN

The SWPPP must be amended whenever there is a change in design, construction, operation, or maintenance at the construction site that has a significant effect on the discharge of pollutants to the Waters of the United States that has not been previously addressed in the SWPPP, if inspections or investigations by site staff, local, state or federal officials determine that discharges are causing water quality exceedances or the SWPPP is ineffective in eliminating or significantly minimizing pollutants in storm water discharges from the construction site, or based on the results of an inspection, or there is a release containing a Hazardous Substance or Oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302 occurs during a 24 hour period, the SWPPP must be modified to include additional or modified BMPs designed to correct identified problems. Revisions to the SWPPP must be completed within seven (7) calendar days following the inspection. Modifications that are the result of inspections shall be initialed within 24 hours and completed within 48 hours. All modifications are to be referenced on both the forms and on a Progress Drawing.

MODIFICATION LOG

MODIFICATION NUMBER*	DATE	BRIEF DESCRIPTION	PROJECT MANAGER REVIEW

***Modification Log Number to correspond with Modification Report Number**

STORM WATER POLLUTION PREVENTION PLAN
MODIFICATION REPORT

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

NUMBER _____ **DATE _____**

TO:
ADDRESS:

TELEPHONE:
FACSIMILE:
SENT VIA: ☐ **Facsimile** ☐ **Courier** ☐ **US Mail**

INSPECTOR: _____ **_____**
(Print Name) **(Inspector Signature)**

QUALIFICATIONS OF INSPECTOR: _____

CHANGES REQUIRED TO THE STORMWATER POLLUTION PREVENTION PLAN:
_____
_____
_____
_____
_____
_____
_____
_____

REASONS FOR CHANGES:
_____
_____
_____
_____
_____
_____
_____

TO BE PERFORMED BY: _____ **ON OR BEFORE: _____**

Project Manager: **_____**

Other Operator: _____

Appendix N

Final Stabilization Form/Termination Checklist

STORM WATER POLLUTION PREVENTION PLAN

FINAL STABILIZATION CERTIFICATION /NOTICE OF TERMINATION CHECKLIST

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

1. ☐ **All soil disturbing activities are complete and the facility no longer discharges storm water associated with Construction Activities.**

2. ☐ **Temporary Erosion and Sediment Control Measures have been removed or will be removed at the appropriate time.**

3. ☐ **All areas of the Construction Site not otherwise covered by a permanent pavement or structure have been stabilized with a uniform perennial vegetative cover with a density of 80% or equivalent measures have been employed.**

CONTRACTOR'S CERTIFICATION*:*

"I certify under penalty of law that all storm water discharges associated with Construction Activity from the identified project that are authorized by the NPDES Construction General Permit have been eliminated and that all disturbed areas and soils at the construction site have achieved Final Stabilization and all temporary erosion and sediment control measures have been remove in addition all permanent stormwater structures have been constructed as described in the SWPPP"

Company Name: _____

Name (Print):_____

Signature: _____

Title: _____

Date: _____

Date: _____

Received by: _____
[Name]

Appendix O
Reportable Quantity Release Form

STORM WATER POLLUTION PREVENTION PLAN
REPORTABLE QUANTITY RELEASE FORM

CONSTRUCTION SITE –
KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK
STORMWATER POLLUTION PREVENTION PLAN

The discharges of Hazardous Substances or Oil in storm water discharges from construction sites must be prevented or minimized in accordance with the SWPPP. Where a release containing a Hazardous Substance or Oil in an amount equal to or in excess of a reportable quantity established under 40CFR Part 110, 40CFR Part 117 and 40CFR Part 302 occurs, the following steps must be taken:

1. **All measures must be taken to contain and abate the spill and to prevent the discharge of Hazardous Substances or Oil to storm water or off-site.**

2. **Contact the Project Manager or Operator's Engineer immediately upon knowledge of release.**

3. **If a release is equal to or in excess of a reportable quantity, the SWPPP must be modified within seven (7) calendar days of knowledge of the discharge to provide a description of the release, the circumstances leading to the release, and the date of the release. The plans must identify measures to prevent the recurrence of such releases and to respond to such releases**

Date of Spill	Material Spilled	Approximate Quantity of Spill (in gallons)	Agency(s) Notified	Date of Notification	SWPPP Revision Date

Appendix P
Project Rainfall Log

YEAR:

PROPOSED KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS, NEW YORK
STORM WATER POLLUTION PREVENTION PLAN
PROJECT RAINFALL LOG

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Day												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
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19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
PM Initials												

Note: Rainfall amounts are to be based on a 24-hour rainfall event, instead of a cumulative total of rainfall over several days.

Appendix Q
Pre-Construction Meeting Forms

STORM WATER POLLUTION PREVENTION PLAN
PRE-CONSTRUCTION MEETING AGENDA AND ATTENDANCE RECORD

PROPOSED KIRKVILLE ROAD SOLAR PROJECT
TOWN OF MANLIUS, NEW YORK
STORM WATER POLLUTION PREVENTION PLAN

Topic	Discussed	Further action or Information Required (Yes or No)
Overview of SPDES Permit Program		
General Discussion of SWPPP and Records Retention Requirements		
Phasing of Project		
Review of Erosion and Sediment Control Plans (to include all temporary and permanent structural and stabilization measures)		
Locating solid waste containers, portable toilets, concrete washout areas, fueling areas and tank storage area on Progress Drawing		
Posting the Progress Drawing (marked on the Erosion and Sediment Control Plans) at job trailer		
Posting requirements for the Notice of Intent (NOI), Must be posted at Project entrance and inside job trailer wall.		
Allowable non-storm water discharges and handling procedures		
Materials management to include proper material storage, etc.		
Signatory Authorization Delegation		
Contractor's Certification		
Subcontractor's Certification		
Inspection form and required inspection timeframe		
Stabilization schedule		
Implementation schedule		
Modification report and modifying plans		
Final stabilization		
Reportable quantity release procedures		
Rain gage requirement and rainfall logs		
State specific requirements		
Import/Export – Fill and Spoil Materials		
SWPPP accessibility to regulatory officials		
Inspections – assisting and cooperating with regulatory officials – inspection reports and notices of violation (any response must be coordinated through Project Manager)		

Attendance Roster **Date: _____**

Name	Company	Telephone Number	Signature

Attendance Roster (continued)

Name	Company	Telephone Number	Signature

Items which require further action or additional information: _____
_____
_____

Additional items discussed (not addressed above): _____
_____
_____
_____
_____
_____
_____

***This completed form must be included in both the Project Manager's and Construction Site SWPPP Ledger.**

Appendix R
Stormwater Management Report

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Kirkville Road Solar Project

TOWN OF MANLIUS

STORMWATER MANAGEMENT REPORT

Town of Manlius
Onondaga County, New York
December 18, 2020

PREPARED FOR:

RPNY SOLAR 5, LLC
879 Sanchez Street
San Francisco, CA 94114

PREPARED BY:

Bergmann

2665 Corning Road
Horseheads, NY 14903

Phone: 607.795.1110

www.bergmannpc.com

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Section I General Information

A. PROJECT DESCRIPTION

The proposed Kirkville Road Solar Project is located within the Town of Manlius, Onondaga County, New York. The project consists of a gravel driveway, perimeter fence and solar arrays with appurtenant utilities. The proposed solar project will be constructed on parcel 55.-1-10.1. The site is proposed to be developed in a phased approach, with the full development covering a total of 27.65± acres, no more than 5 acres will be disturbed at any given time.

B. SOIL CLASSIFICATION

According to the Natural Resources Conservation Service website (NRCS), there are three (3) mapped soil units identified on the project property. Williamson silt loam is the dominant soil type and is located on approximately 57% of the project area. These soils have a low infiltration rate when thoroughly wet. These consist chiefly of soils with a layer that impedes downward movement of water and soils with moderately fine to fine texture. These soils have a low rate of water transmission.

The complete list of soils found on the project site is identified in the table below.

Table I
Soil Summary

Symbol	Soil Name	Hydrologic Soil Group
ArB	Arkport very fine sandy loam, 2 to 6 percent slopes	A
ChB	Collamer silt loam, 2 to 6 percent slopes	C/D
GaA	Galen very fine sandy loam, 0 to 2 percent slopes	A/D
MtA	Minoa fine sandy loam, 0 to 2 percent slopes	B/D
NgA	Niagara silt loam, 0 to 2 percent slopes	C/D
WwA	Williamson silt loam, 0 to 2 percent slopes	D

Section II Hydrology

A. METHODOLOGY

Stormwater runoff rates discharged from the site under the existing conditions provide the basis on which to compare the impacts of the proposed site improvements. The areas draining to each analysis point are delineated using topographic survey maps and grading plans. HydroCAD 10.0 by HydroCAD Software Solutions LLC was used to model the existing and proposed condition.

The parameters required to calculate stormwater runoff are area, curve number, and time of concentration. Each drainage area is evaluated using the guidelines described in USDA Soil Conservation Service's TR-55 to determine the curve number and time of concentration.

The runoff curve number (CN) is based on a weighted average of ground cover and soil type. The underlying soil types are described in county soil maps. Site and grading plans and survey maps outline existing and proposed ground cover. CN values for specific locations are determined from the tables presented in TR-55.

Time of concentration (Tc) represents the amount of time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of analysis. Surface roughness, slope, channel shape and flow patterns are the factors that affect the time of concentration. Stormwater runoff flows through the drainage area as sheet flow, shallow concentrated flow, open channel flow, or concentrated flow (such as in storm sewers). The sum of the travel times over the various surfaces within the assumed flow path for a specific drainage area determines that area's time of concentration. The figures and formulas in TR-55 are employed to compute travel times for sheet flow and shallow concentrated flow.

B. EXISTING CONDITIONS

Though the project area has been identified as 27.65± acres, the drainage areas analyzed comprises of 11.305 acres. This drainage area is further categorized into three areas with site runoff conveyed via sheet flow and shallow concentrated flow. The parcel to be developed consists of agricultural fields, wetlands, a driveway, and wooded areas.

Table II
Existing Conditions Summary

Drainage Area	Description	Size (ac)	Composite Cn	Tc (min)
DA-A	This area consists of a gravel driveway, grass and woods. This area drains to the northwest via sheet flow, shallow concentrated flow and ultimately discharges to Design point #1 (DP-1).	2.330	82	48.7
DA-B	This area consists of grass and woods. This area drains to the northeast via sheet flow, shallow concentrated flow and ultimately discharges to Design point #2 (DP-2).	5.291	79	57.8

DA-C	This area consists of grass, woods and wetlands. This area drains to the west via sheet and shallow concentrated flow and ultimately discharges to Design point #3 (DP-3).	3.684	55	61.9

C. PROPOSED CONDITIONS

The proposed drainage area comprises a total of 11.305 acres. In the proposed (post-development) condition, the site will be comprised of three drainage areas that represents all of the site runoff. Each area will drain via sheet flow and shallow concentrated flow to their designated design points as it does in the pre-development conditions.

Table III
Proposed Conditions Summary

Drainage Area	Description	Size (ac)	Composite Cn	Tc (min)
DA-1	This area consists of the proposed driveway, grass, woods and panels. This area drains to the northwest via sheet flow, shallow concentrated flow and ultimately discharges to Design point #1 (DP-1).	2.330	78	48.7
DA-2	This area consists of meadow, woods and some panels. This area drains to the northeast via sheet flow, shallow concentrated flow and ultimately discharges to Design point #2 (DP-2).	5.291	77	53.8
DA-3	This area consists of meadow, woods, wetlands and some panels. This area drains to the west via sheet and shallow concentrated flow and ultimately discharges to Design point #3 (DP-3).	3.684	50	62.8

Section III Stormwater Management & SPDES Phase II Requirements

State Pollutant Discharge Elimination System (SPDES)

Since the subject site will have land disturbance of more than 1-acre a State Pollutant Discharge Elimination System (SPDES) permit will be completed as part of the project. A Storm Water Pollution Prevention Plan (SWPPP) will be developed in accordance with the EPA Phase II regulations. The SWPPP will be for the most part modeled on the New York State DEC Guidelines and will meet the following criteria as the principle objectives contained in an approved SWPPP.

1) Reduction or elimination of erosion and sediment loading to water-bodies during construction activities.
2) Control the impact of storm water runoff on the water quality of the receiving waters.
3) Control the increase volume and peak runoff rate of runoff during and after construction.
4) Maintenance of storm water controls during and after completion of construction.

The aforementioned objectives will be accomplished by incorporating the several of the design criteria outlined within the Technical Guidelines provided by New York State Department of Environmental Conservation, Stormwater Management Design Manual and summarized below.

A. WATER QUALITY VOLUME

The New York State Department of Environmental Conservation, Stormwater Management Design Manual was used to determine the water quality criteria. Specifically, the unified storm water sizing criteria was followed for water quality to meet the State of New York pollutant goals. The water quantity volume is intended to improve water quality by capturing and treating 90% of the average annual storm water runoff volume.

The following equation is given within the design manual for calculating the water quality storage volume.

$$WQ_v = \frac{(P)\,(R_v)(A)}{12}$$

where:

WQ_v = water quality volume (acre-ft)
P = 90% Rainfall Event Number (1" was used per ICW Guidelines)
R_v = 0.05 + 0.009 (I) , where I is percent of impervious cover
A = site area (acres)

The proposed project is using a limited use pervious gravel section for the design of the gravel driveway. This driveway section is considered a pervious surface. The existing gravel driveway on site will be removed and replaced by the limited use pervious gravel driveway. The impervious area associated with the equipment pads is negligible and therefore, water quality treatment is not required.

B. CHANNEL PROTECTION VOLUME

The proposed project is using a limited use pervious gravel section for the design of the gravel driveway. This driveway section is considered a pervious surface. The proposed design will not alter the hydrology from pre to post-development conditions and therefore, the need to provide the total channel protection storage volume is not required. In the event that channel protection is required, the New York State Department of Environmental Conservation, Stormwater Management Design Manual will be used to determine the water quantity criteria. Specifically, mitigating the 10-year and 100-year post-development runoff rates to the predevelopment runoff rates and providing the 24-hour extended detention for the 1-year storm event.

C. RUNOFF REDUCTION VOLUME

The Runoff Reduction Volume (RRv) is not required because the project will not alter the hydrology from pre to post-development conditions.

D. OVERBANK FLOOD

Overbank Flood protection is provided by controlling the peak discharge from the 10-year storm to 10-year predevelopment rates. This requirement is being satisfied as the proposed development peak flow rate from the 10-year storm shows a decrease of the pre-development peak flow rate.

E. EXTREME STORM

Extreme Storm protection is provided by controlling the peak discharge from the 100-year storm to 100-year predevelopment rates. This requirement is being satisfied as the proposed development peak flow rate from the 100-year storm shows a decrease of the pre-development peak flow rate.

Section IV Summary of Findings

A. Summary of Results

The following tables shows a summary of comparison pre-development and post-development flow rates. The values account for the full development of the site in all phases.

Table IV – Existing and Proposed Peak Discharge for the 1-year Storm (cfs)

Existing Drainage Area Proposed Drainage Area	1-year Design Storm Discharge	
	Existing	Proposed
Drainage Area A (DA-A) Drainage Area 1 (DA-1)	0.88	0.60
Drainage Area B (DA-B) Drainage Area 2 (DA-2)	1.34	1.14
Drainage Area C (DA-C) Drainage Area 3 (DA-3)	0.01	0.00

Table V – Existing and Proposed Peak Discharge for the 10-year Storm (cfs)

Existing Drainage Area Proposed Drainage Area	10-year Design Storm Discharge	
	Existing	Proposed
Drainage Area A (DA-A) Drainage Area 1 (DA-1)	2.44	1.99
Drainage Area B (DA-B) Drainage Area 2 (DA-2)	4.21	3.98
Drainage Area C (DA-C) Drainage Area 3 (DA-3)	0.30	0.10

Table VI – Existing and Proposed Peak Discharge for the 100-year Storm (cfs)

Existing Drainage Area Proposed Drainage Area	100-year Design Storm Discharge	
	Existing	Proposed
Drainage Area A (DA-A) Drainage Area 1 (DA-1)	5.63	5.05
Drainage Area B (DA-B) Drainage Area 2 (DA-2)	10.44	10.36
Drainage Area C (DA-C) Drainage Area 3 (DA-3)	2.36	1.56

As depicted in the above tables, the peak discharge from the site for each of the design storms will increase by less than 5% or decrease after this project is constructed and the stormwater management plan is implemented. Therefore, the proposed project does not alter the hydrology of the site from pre to post-development conditions.

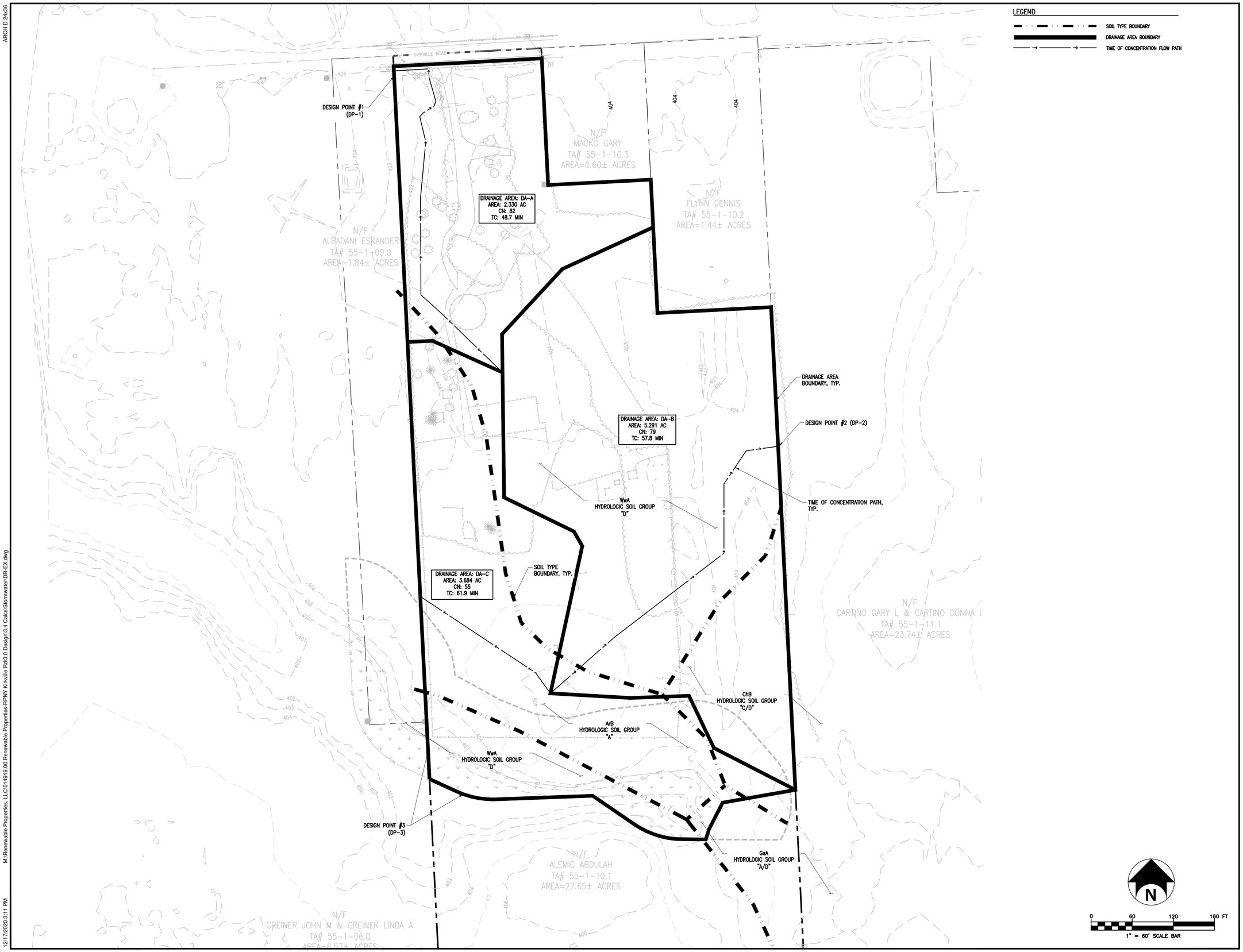
B. Conclusion

Based on the calculations attached in the appendices of this report, the proposed stormwater runoff will increase by less than 5% or decrease for all the design storms under proposed conditions. Since the water creates additional impervious surfaces (gravel driveway and equipment pads) Water quality treatment has been provided using a dry swale.

Appendix R-1

Existing Conditions Drainage Map And HydroCAD Report

ARCH D 24x36



KIRKVILLE ROAD SOLAR PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RENEWABLE PROPERTIES

RPNY SOLAR 5, LLC

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
2665 Corning Road
Horseheads, NY 14903

office: 607.795.1110
fax: 607.795.1444

www.bergmannpc.com

DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

Copyright © Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C

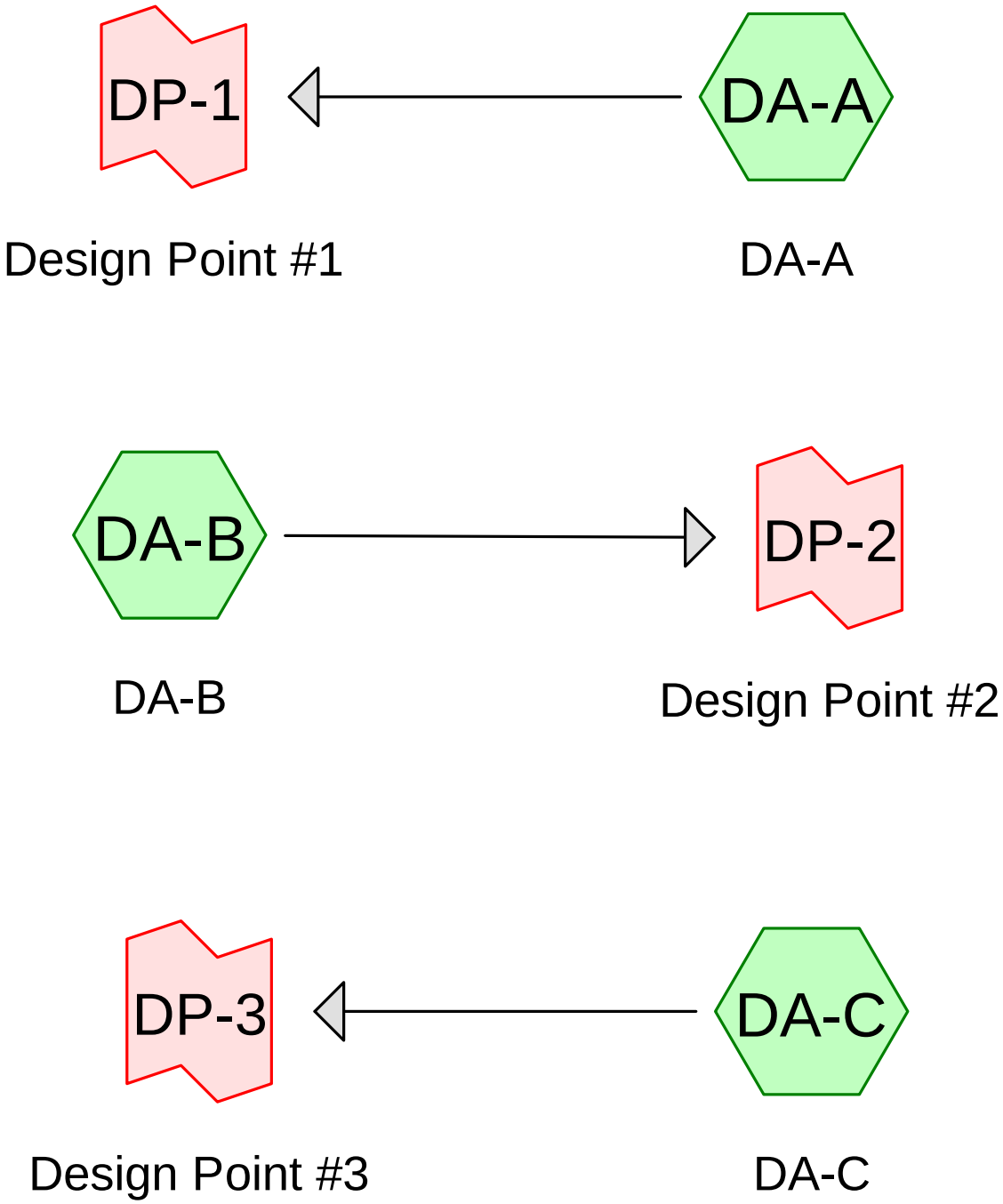
DJP	RPS
Project Manager:	Checked By:
WD	WD
Designed By:	Drawn By:
Date Issued:	Project Number:

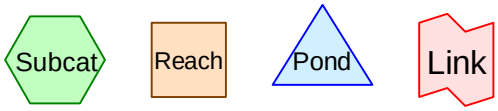
EXISTING CONDITIONS DRAINAGE MAP

Drawing Number:

DR-EX

12/17/2020 3:11 PM M:\Renewable Properties, LLC\014919.00 Renewable Properties-RPNY Kirkville Rd\3.0 Design\3.4 Calcs\Stormwater\DR-EX.dwg





Routing Diagram for DR-EX
Prepared by Bergmann Associates, Printed 12/17/2020
HydroCAD® 10.00-24 s/n 05288 © 2018 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.690	49	50-75% Grass cover, Fair, HSG A (DA-A, DA-C)
2.499	84	50-75% Grass cover, Fair, HSG D (DA-A, DA-B, DA-C)
0.149	96	Gravel surface, HSG D (DA-A)
1.724	36	Woods, Fair, HSG A (DA-B, DA-C)
6.243	79	Woods, Fair, HSG D (DA-A, DA-B, DA-C)

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
2.414	HSG A	DA-A, DA-B, DA-C
0.000	HSG B	
0.000	HSG C	
8.891	HSG D	DA-A, DA-B, DA-C
0.000	Other	

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.690	0.000	0.000	2.499	0.000	3.189	50-75% Grass cover, Fair	DA-A, DA-B, DA-C
0.000	0.000	0.000	0.149	0.000	0.149	Gravel surface	DA-A
1.724	0.000	0.000	6.243	0.000	7.967	Woods, Fair	DA-A, DA-B, DA-C

Summary for Subcatchment DA-A: DA-A

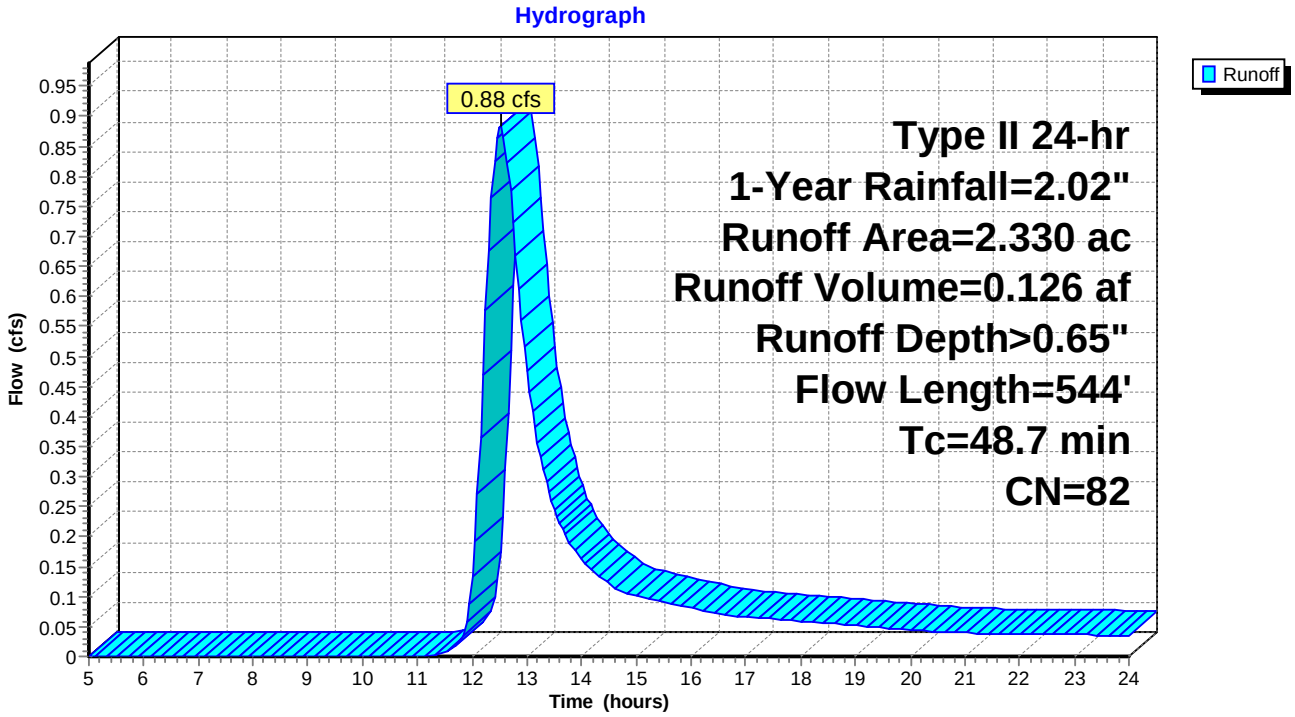
Runoff = 0.88 cfs @ 12.51 hrs, Volume= 0.126 af, Depth> 0.65"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

Area (ac)	CN	Description
1.264	84	50-75% Grass cover, Fair, HSG D
0.031	49	50-75% Grass cover, Fair, HSG A
0.886	79	Woods, Fair, HSG D
0.149	96	Gravel surface, HSG D
2.330	82	Weighted Average
2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-A: DA-A



Summary for Subcatchment DA-B: DA-B

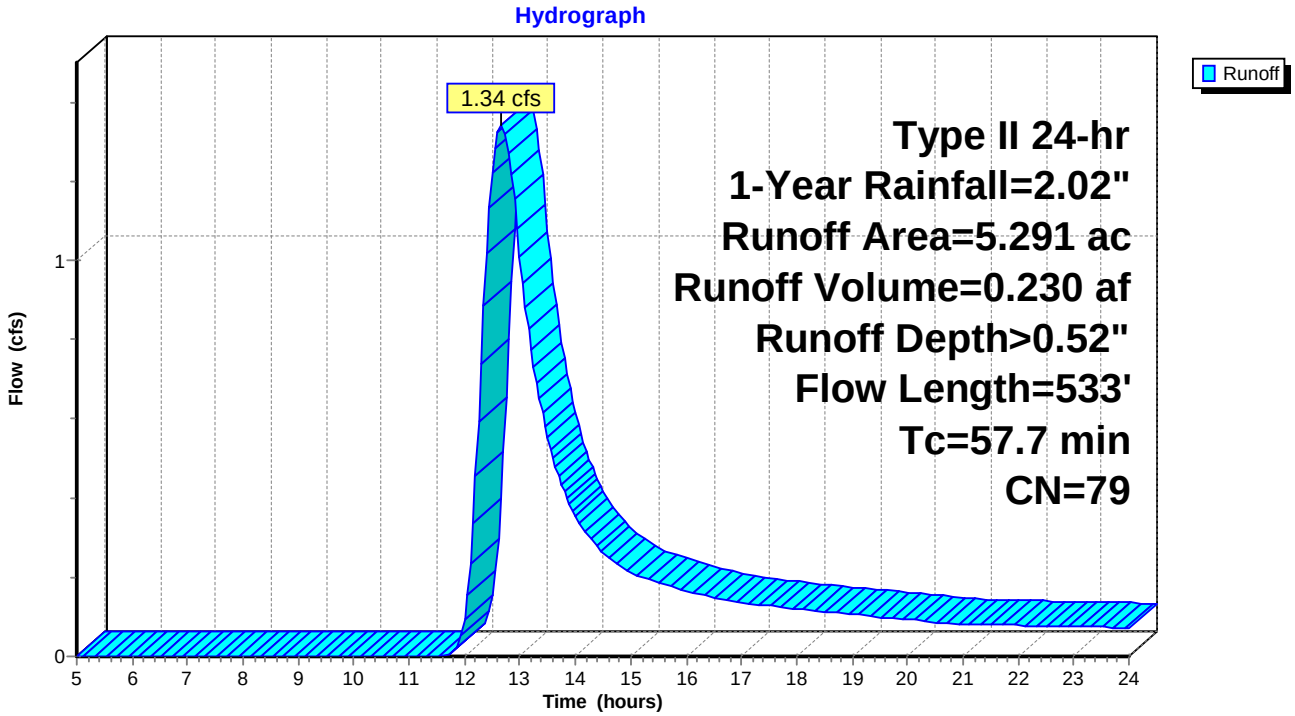
Runoff = 1.34 cfs @ 12.66 hrs, Volume= 0.230 af, Depth> 0.52"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

Area (ac)	CN	Description
1.001	84	50-75% Grass cover, Fair, HSG D
4.185	79	Woods, Fair, HSG D
0.105	36	Woods, Fair, HSG A
5.291	79	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
37.4	150	0.0129	0.07		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
18.1	297	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
57.7	533	Total			

Subcatchment DA-B: DA-B



Summary for Subcatchment DA-C: DA-C

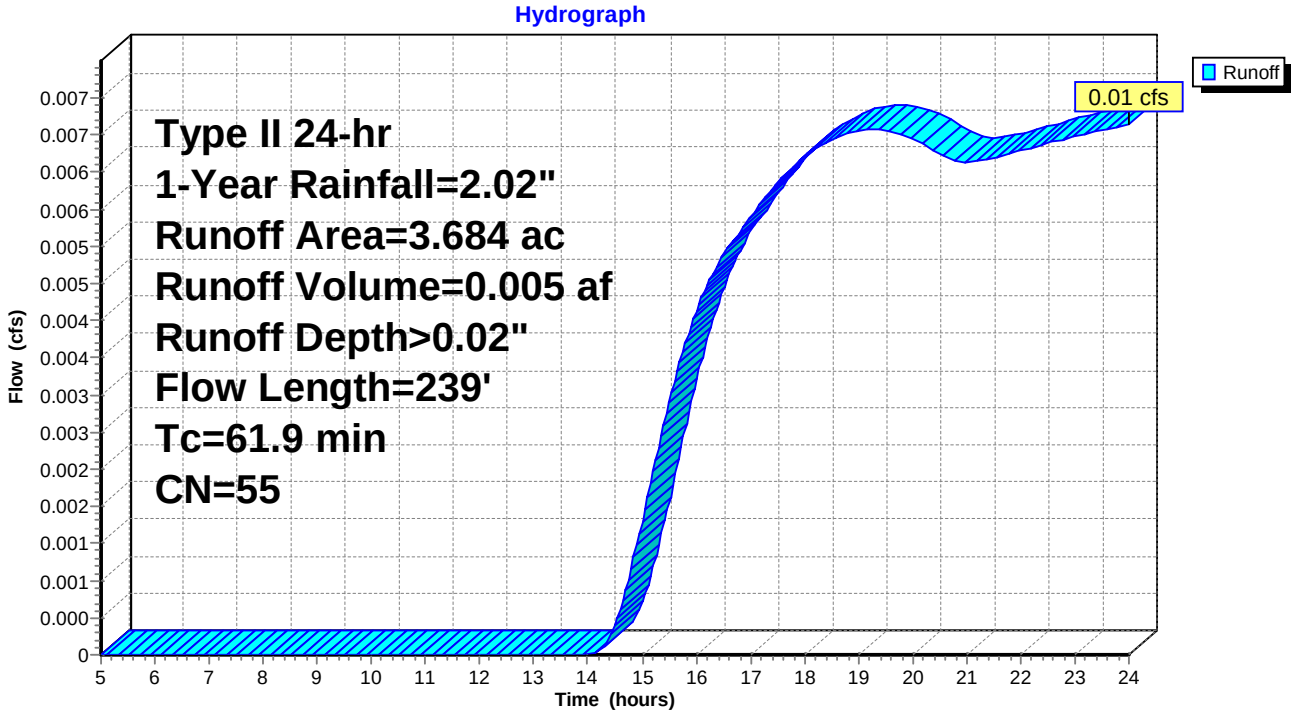
Runoff = 0.01 cfs @ 24.00 hrs, Volume= 0.005 af, Depth> 0.02"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

Area (ac)	CN	Description
0.659	49	50-75% Grass cover, Fair, HSG A
0.234	84	50-75% Grass cover, Fair, HSG D
1.172	79	Woods, Fair, HSG D
1.619	36	Woods, Fair, HSG A
3.684	55	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
59.7	150	0.0040	0.04		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
2.2	89	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
61.9	239	Total			

Subcatchment DA-C: DA-C

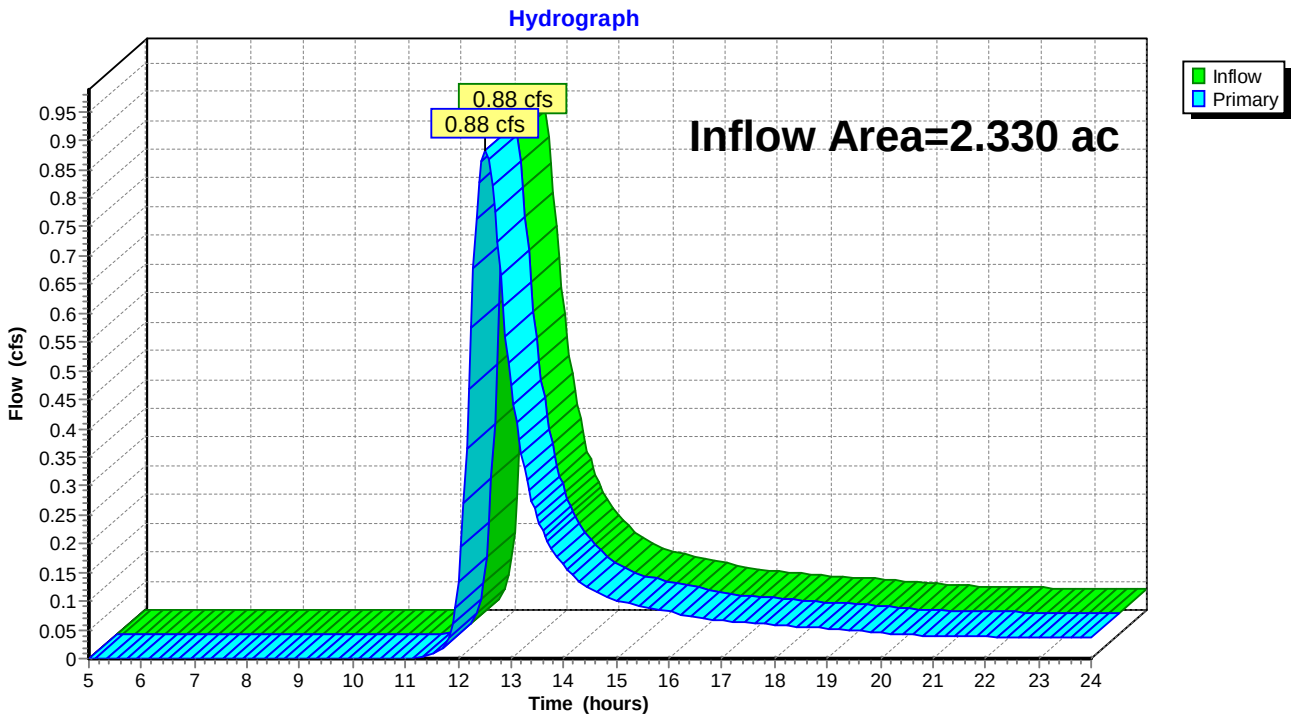


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 0.65" for 1-Year event
Inflow = 0.88 cfs @ 12.51 hrs, Volume= 0.126 af
Primary = 0.88 cfs @ 12.51 hrs, Volume= 0.126 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

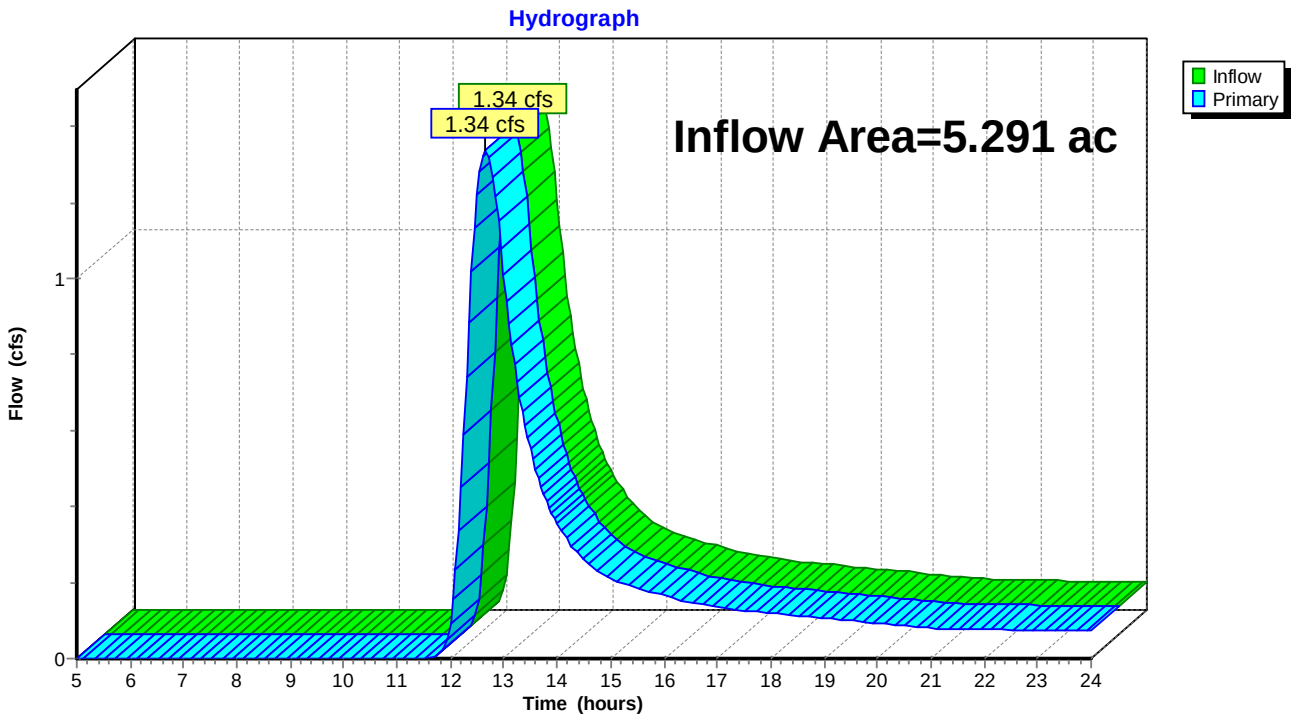


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 0.52" for 1-Year event
Inflow = 1.34 cfs @ 12.66 hrs, Volume= 0.230 af
Primary = 1.34 cfs @ 12.66 hrs, Volume= 0.230 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

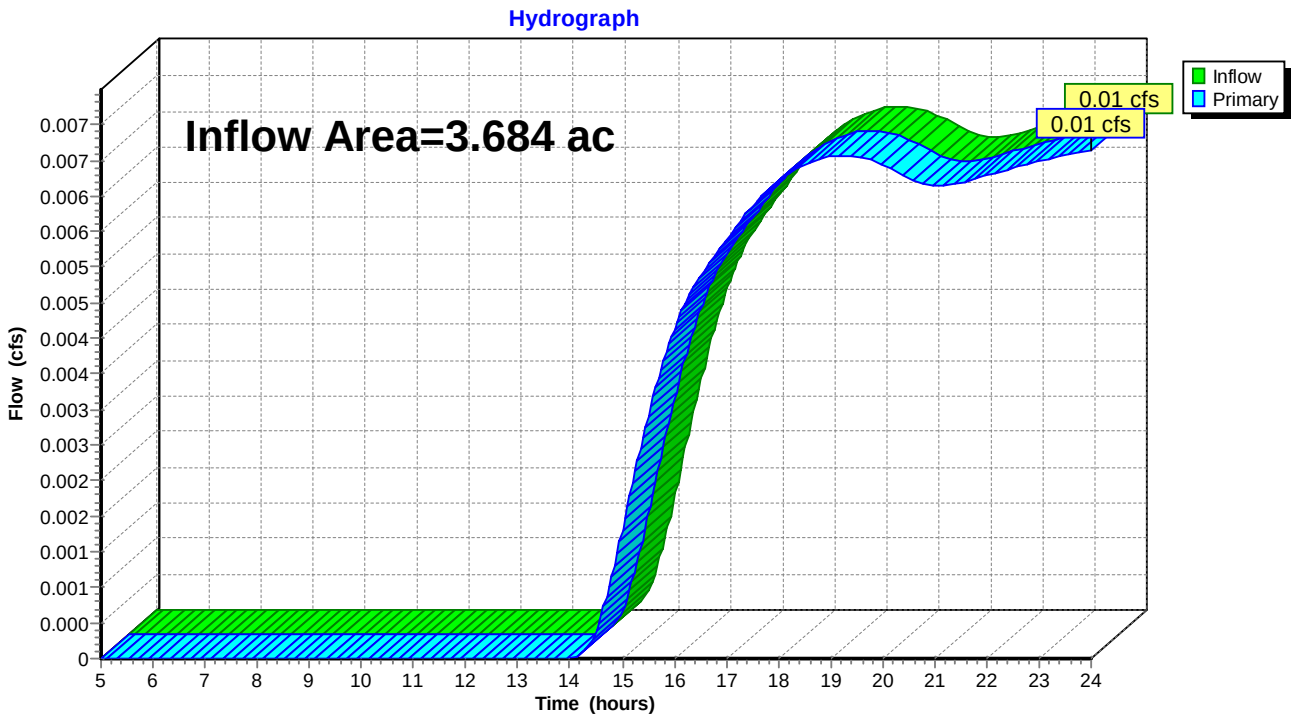


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 0.02" for 1-Year event
Inflow = 0.01 cfs @ 24.00 hrs, Volume= 0.005 af
Primary = 0.01 cfs @ 24.00 hrs, Volume= 0.005 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3



Summary for Subcatchment DA-A: DA-A

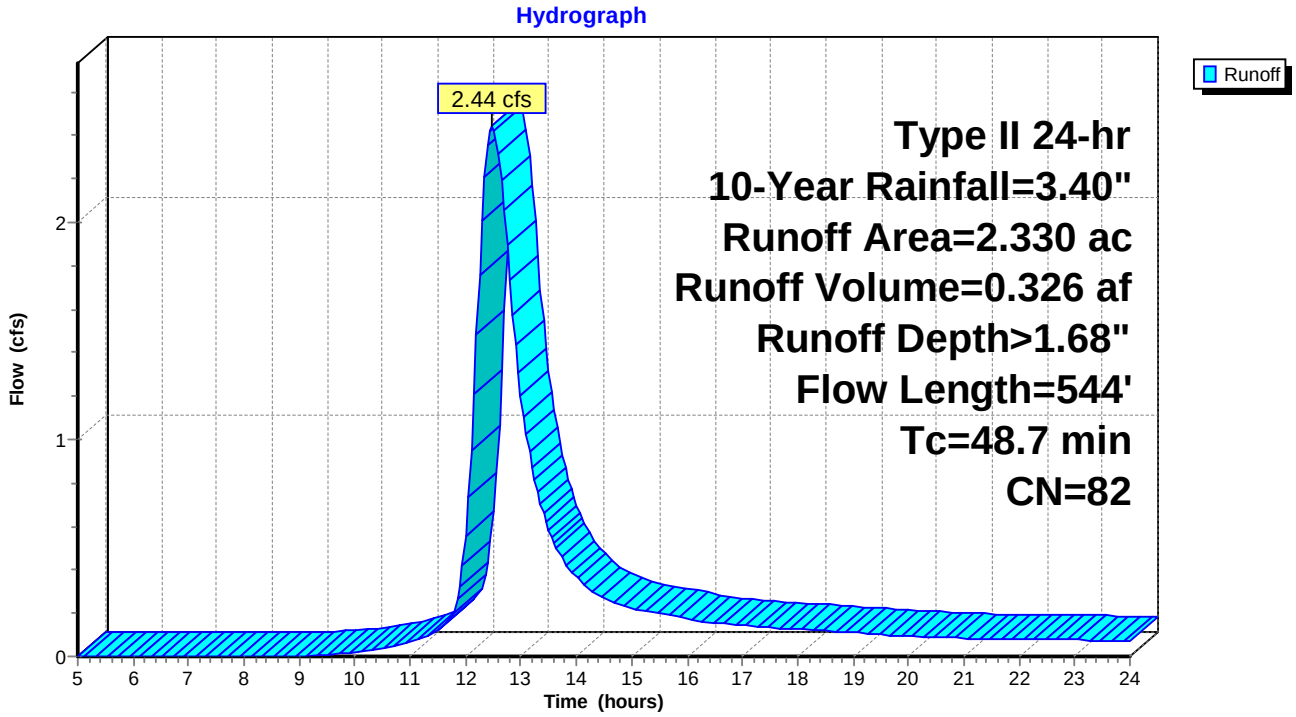
Runoff = 2.44 cfs @ 12.49 hrs, Volume= 0.326 af, Depth> 1.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

Area (ac)	CN	Description
1.264	84	50-75% Grass cover, Fair, HSG D
0.031	49	50-75% Grass cover, Fair, HSG A
0.886	79	Woods, Fair, HSG D
0.149	96	Gravel surface, HSG D
2.330	82	Weighted Average
2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-A: DA-A



Summary for Subcatchment DA-B: DA-B

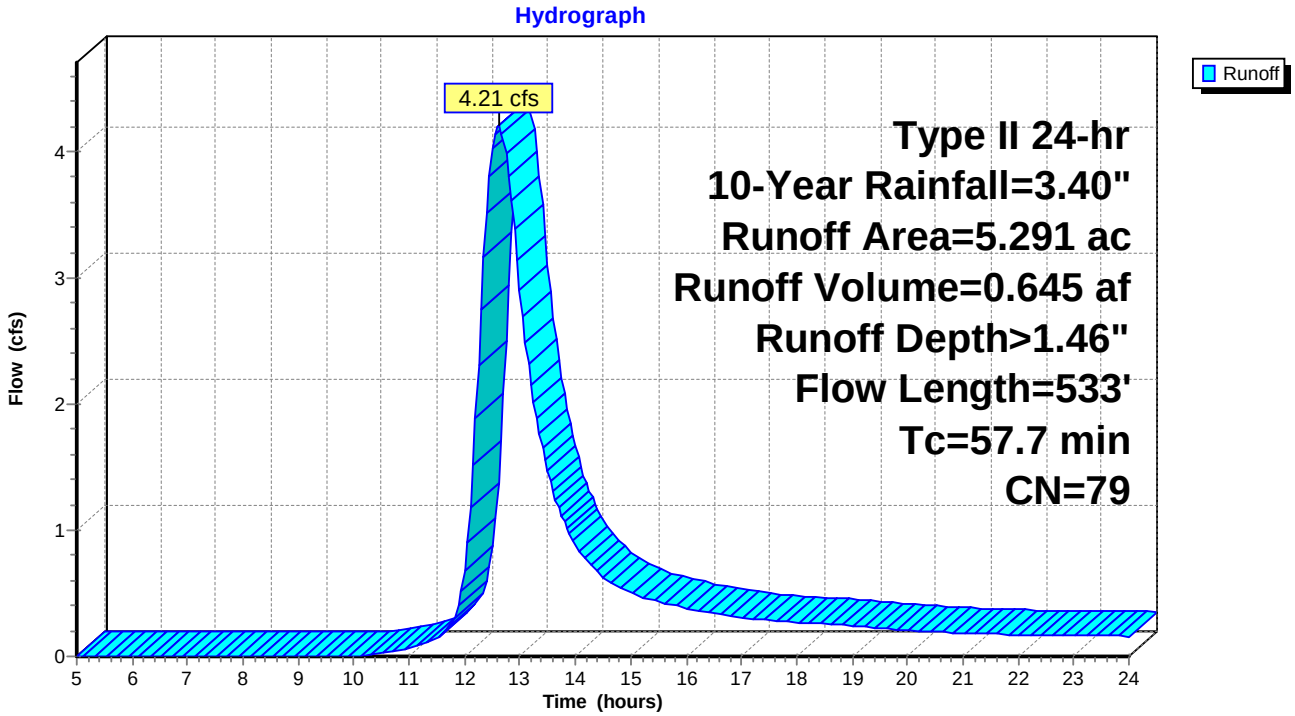
Runoff = 4.21 cfs @ 12.62 hrs, Volume= 0.645 af, Depth> 1.46"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

Area (ac)	CN	Description
1.001	84	50-75% Grass cover, Fair, HSG D
4.185	79	Woods, Fair, HSG D
0.105	36	Woods, Fair, HSG A
5.291	79	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
37.4	150	0.0129	0.07		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
18.1	297	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
57.7	533	Total			

Subcatchment DA-B: DA-B



Summary for Subcatchment DA-C: DA-C

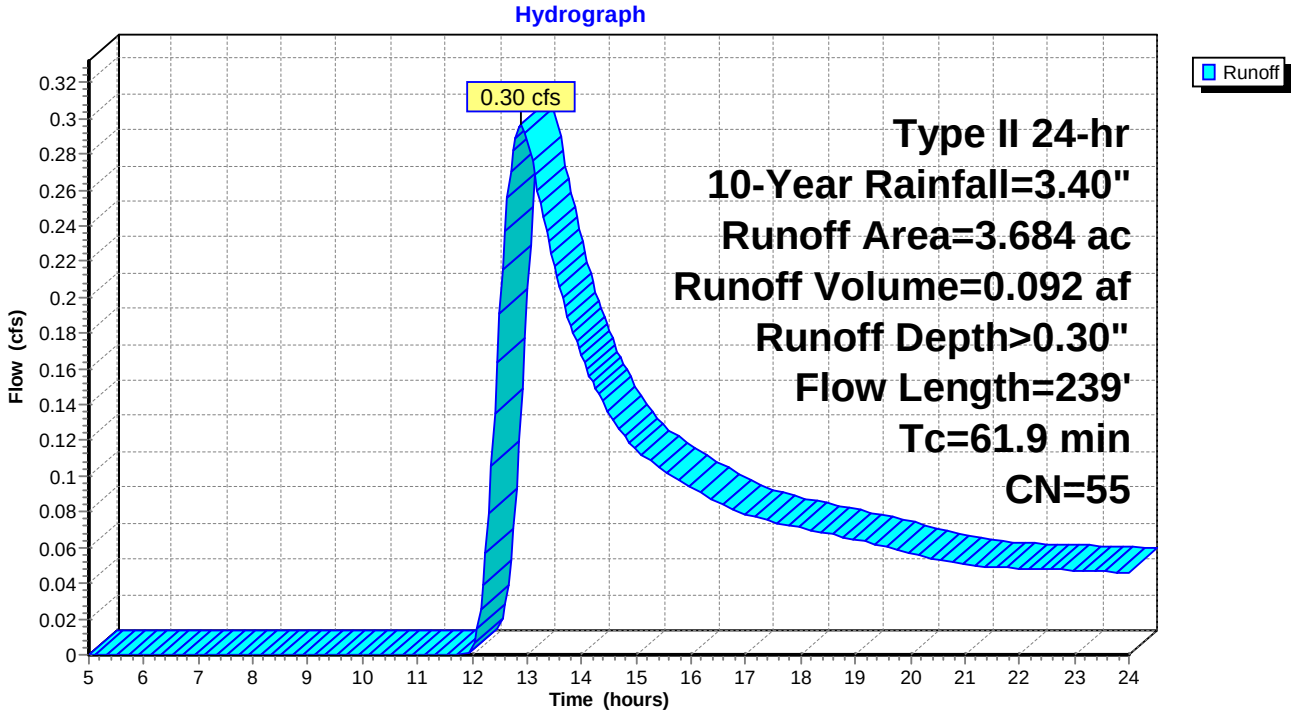
Runoff = 0.30 cfs @ 12.91 hrs, Volume= 0.092 af, Depth> 0.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

Area (ac)	CN	Description
0.659	49	50-75% Grass cover, Fair, HSG A
0.234	84	50-75% Grass cover, Fair, HSG D
1.172	79	Woods, Fair, HSG D
1.619	36	Woods, Fair, HSG A
3.684	55	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
59.7	150	0.0040	0.04		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
2.2	89	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
61.9	239	Total			

Subcatchment DA-C: DA-C

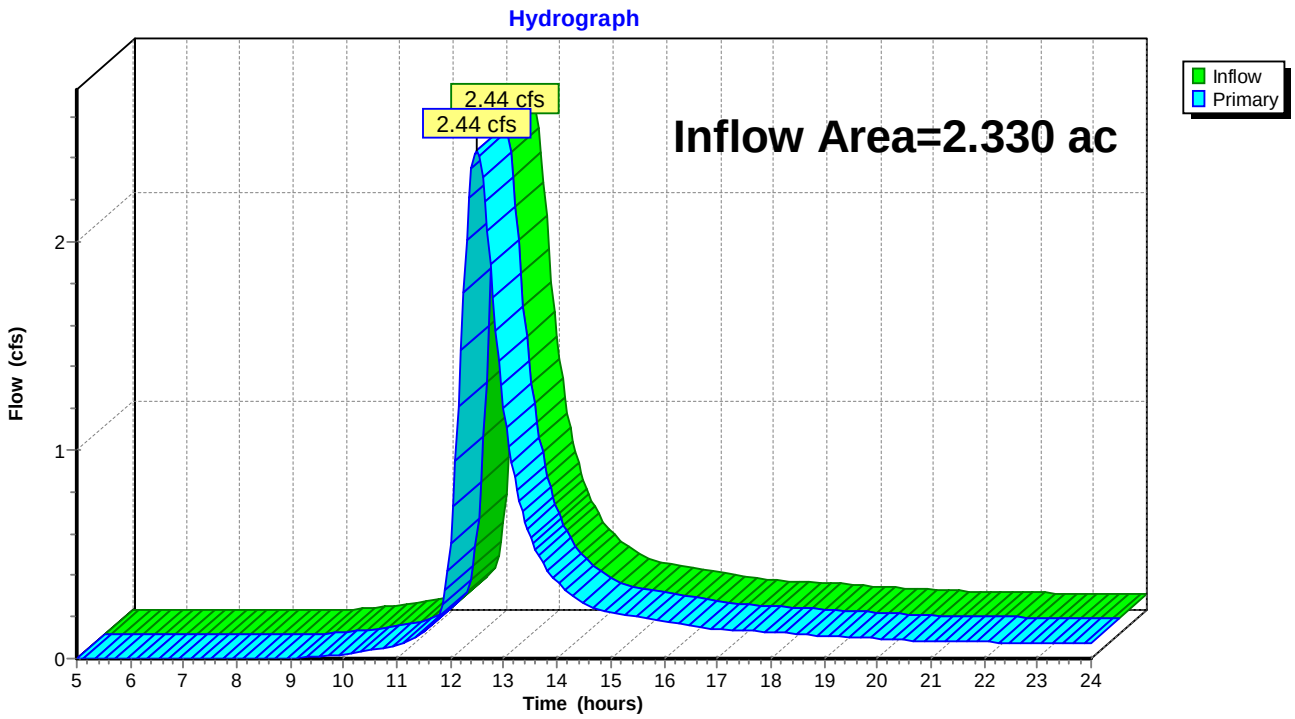


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 1.68" for 10-Year event
Inflow = 2.44 cfs @ 12.49 hrs, Volume= 0.326 af
Primary = 2.44 cfs @ 12.49 hrs, Volume= 0.326 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

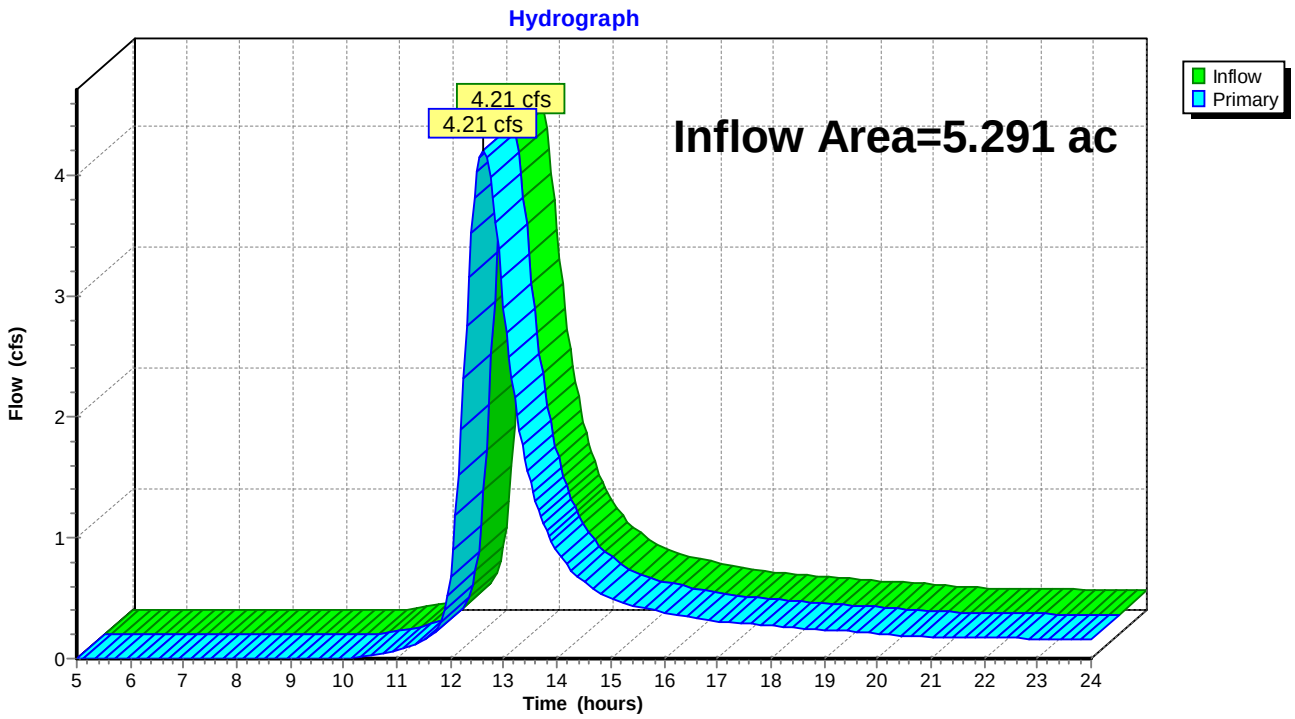


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 1.46" for 10-Year event
Inflow = 4.21 cfs @ 12.62 hrs, Volume= 0.645 af
Primary = 4.21 cfs @ 12.62 hrs, Volume= 0.645 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

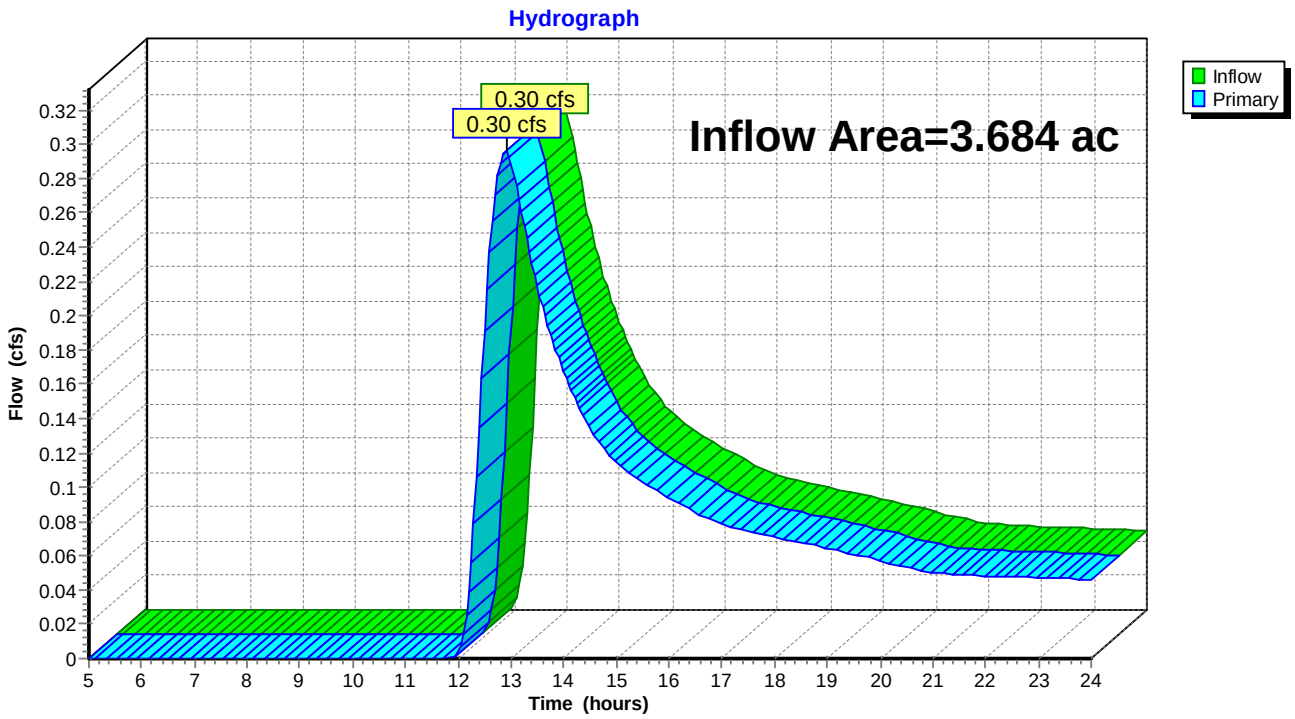


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 0.30" for 10-Year event
Inflow = 0.30 cfs @ 12.91 hrs, Volume= 0.092 af
Primary = 0.30 cfs @ 12.91 hrs, Volume= 0.092 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3



Summary for Subcatchment DA-A: DA-A

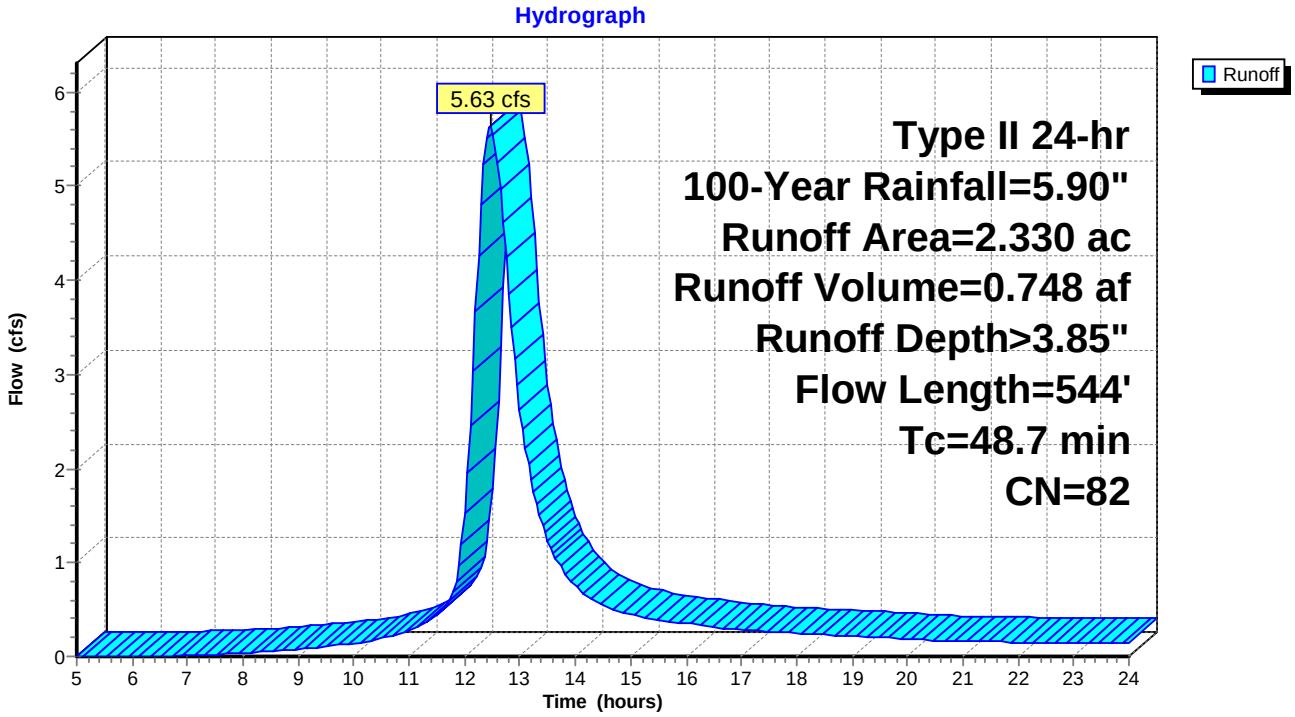
Runoff = 5.63 cfs @ 12.47 hrs, Volume= 0.748 af, Depth> 3.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

Area (ac)	CN	Description
1.264	84	50-75% Grass cover, Fair, HSG D
0.031	49	50-75% Grass cover, Fair, HSG A
0.886	79	Woods, Fair, HSG D
0.149	96	Gravel surface, HSG D
2.330	82	Weighted Average
2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-A: DA-A



Summary for Subcatchment DA-B: DA-B

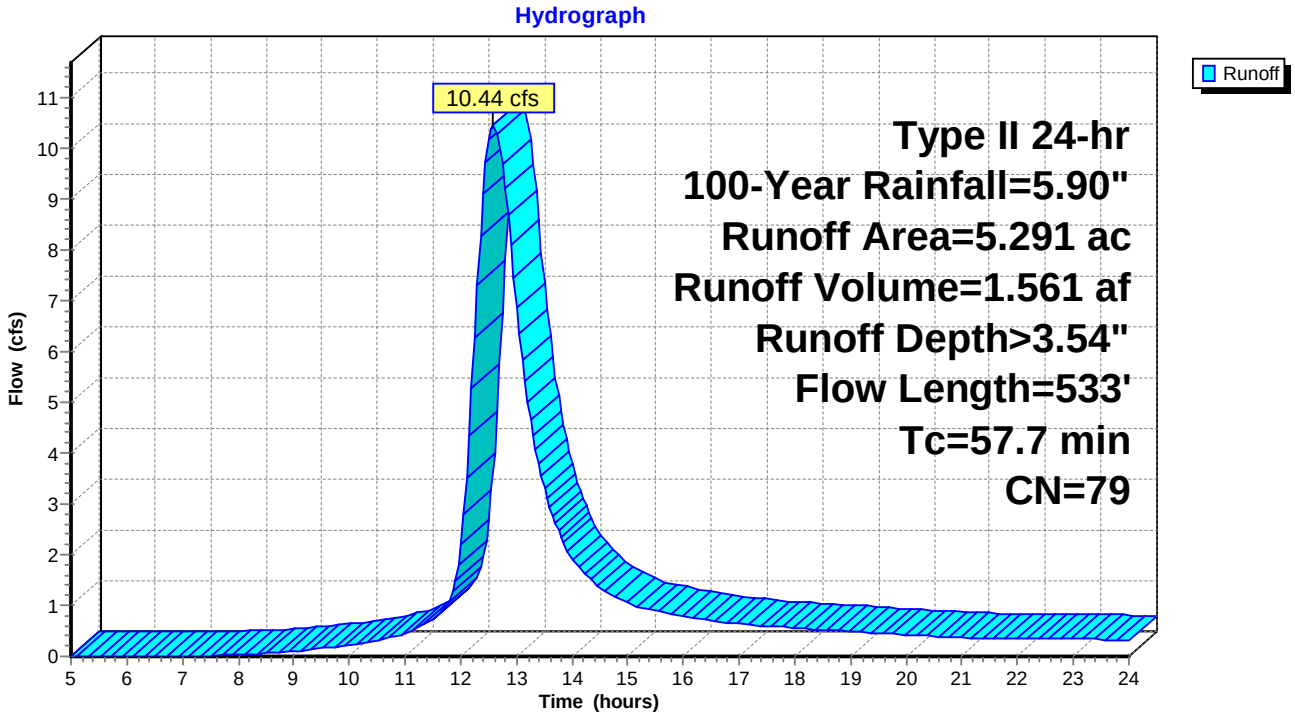
Runoff = 10.44 cfs @ 12.59 hrs, Volume= 1.561 af, Depth> 3.54"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

Area (ac)	CN	Description
1.001	84	50-75% Grass cover, Fair, HSG D
4.185	79	Woods, Fair, HSG D
0.105	36	Woods, Fair, HSG A
5.291	79	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
37.4	150	0.0129	0.07		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
18.1	297	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
57.7	533	Total			

Subcatchment DA-B: DA-B



Summary for Subcatchment DA-C: DA-C

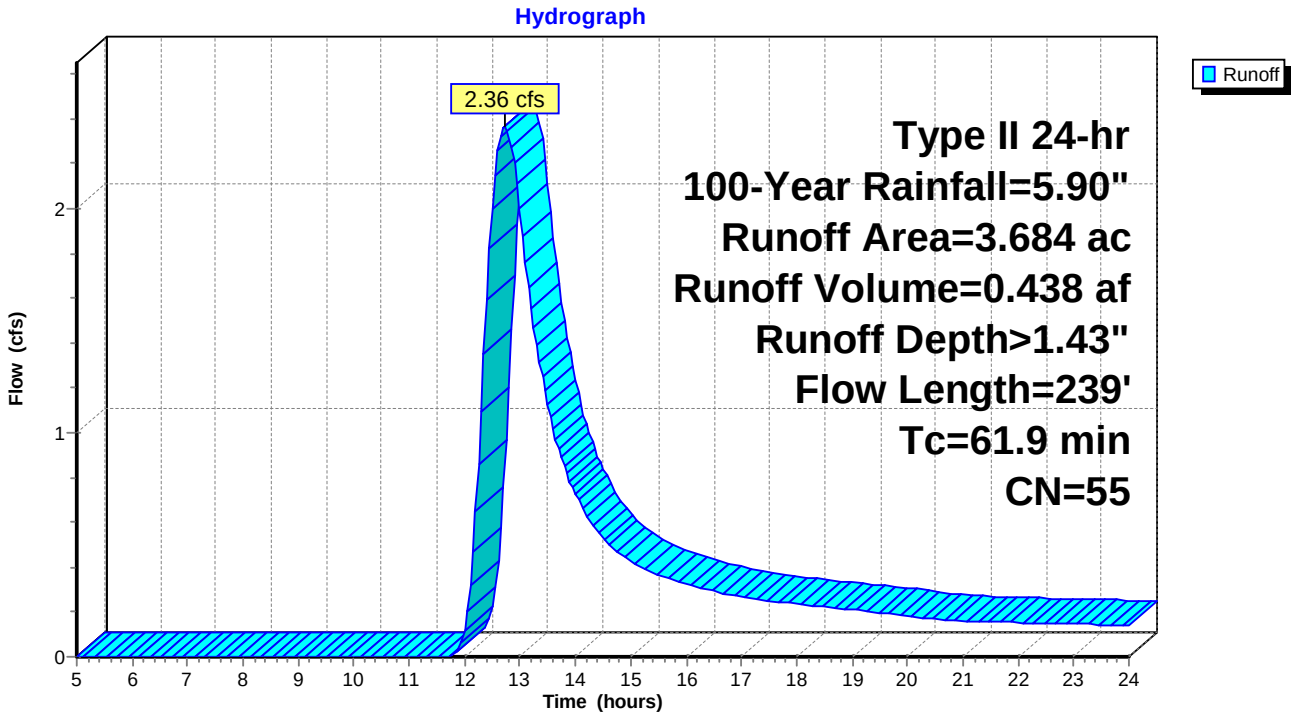
Runoff = 2.36 cfs @ 12.73 hrs, Volume= 0.438 af, Depth> 1.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

Area (ac)	CN	Description
0.659	49	50-75% Grass cover, Fair, HSG A
0.234	84	50-75% Grass cover, Fair, HSG D
1.172	79	Woods, Fair, HSG D
1.619	36	Woods, Fair, HSG A
3.684	55	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
59.7	150	0.0040	0.04		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.87"
2.2	89	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
61.9	239	Total			

Subcatchment DA-C: DA-C

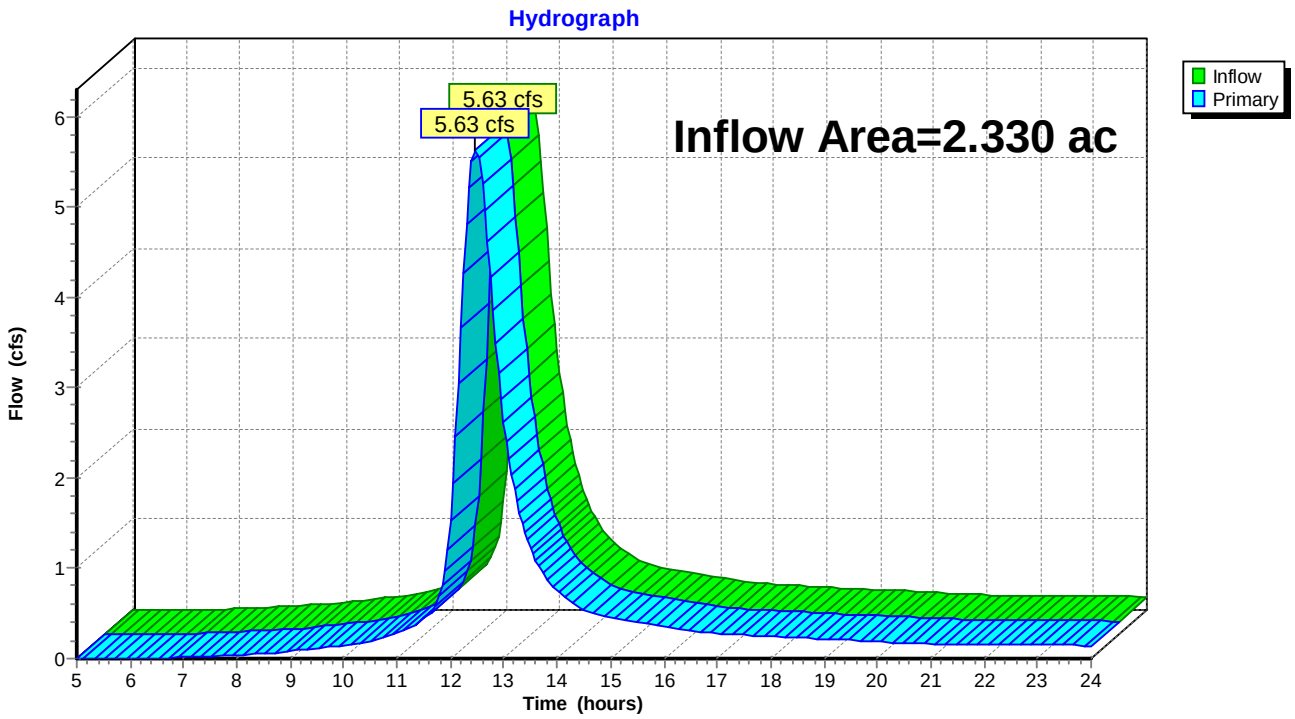


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 3.85" for 100-Year event
Inflow = 5.63 cfs @ 12.47 hrs, Volume= 0.748 af
Primary = 5.63 cfs @ 12.47 hrs, Volume= 0.748 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

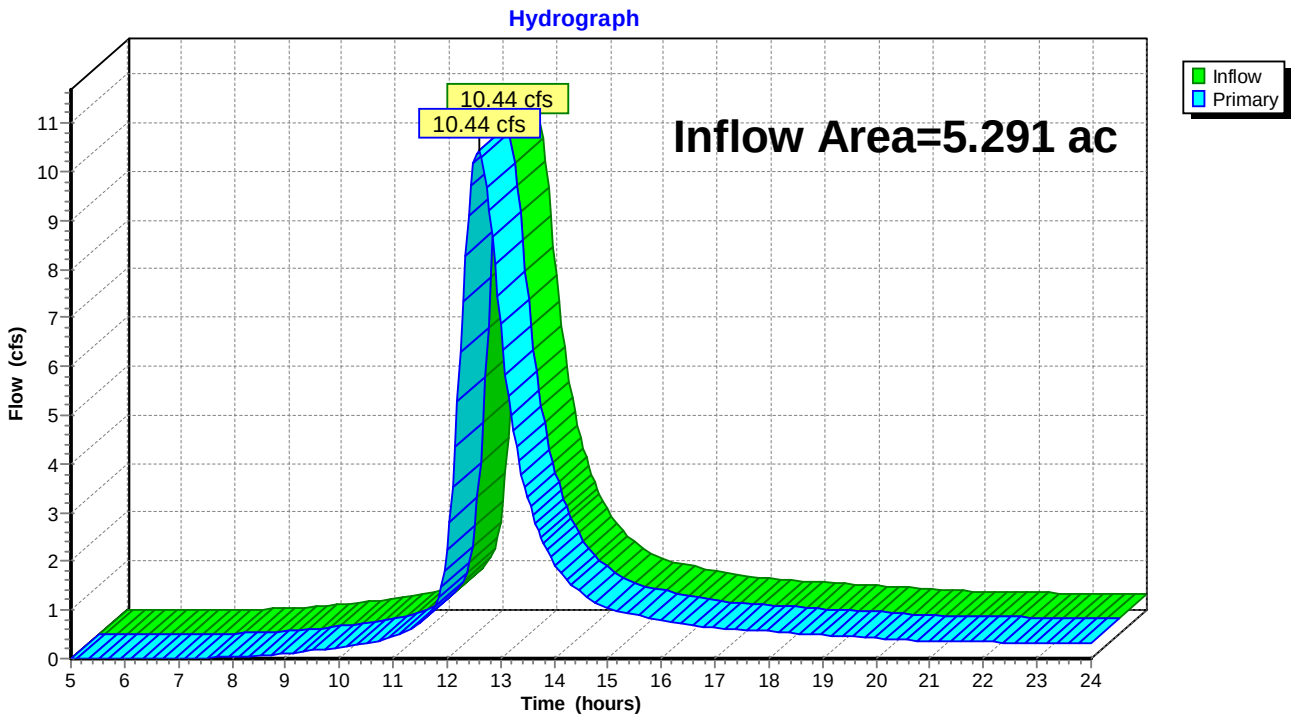


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 3.54" for 100-Year event
Inflow = 10.44 cfs @ 12.59 hrs, Volume= 1.561 af
Primary = 10.44 cfs @ 12.59 hrs, Volume= 1.561 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

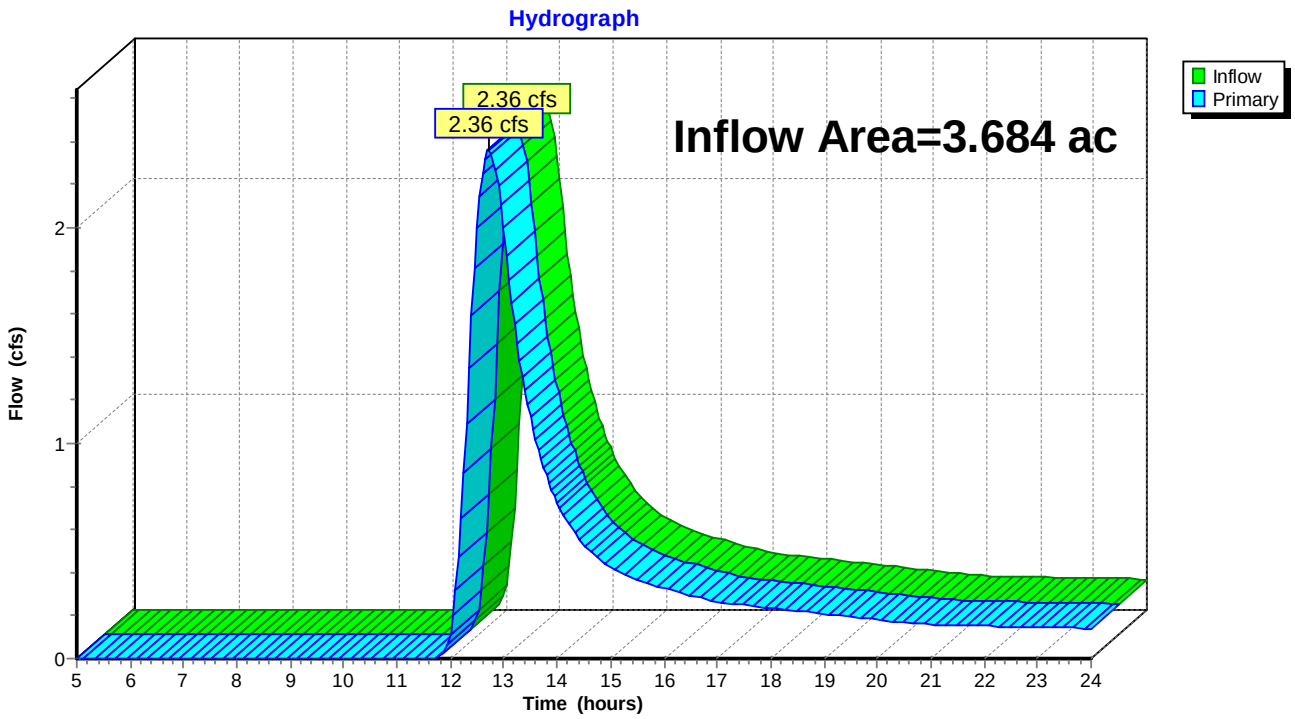


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 1.43" for 100-Year event
Inflow = 2.36 cfs @ 12.73 hrs, Volume= 0.438 af
Primary = 2.36 cfs @ 12.73 hrs, Volume= 0.438 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3

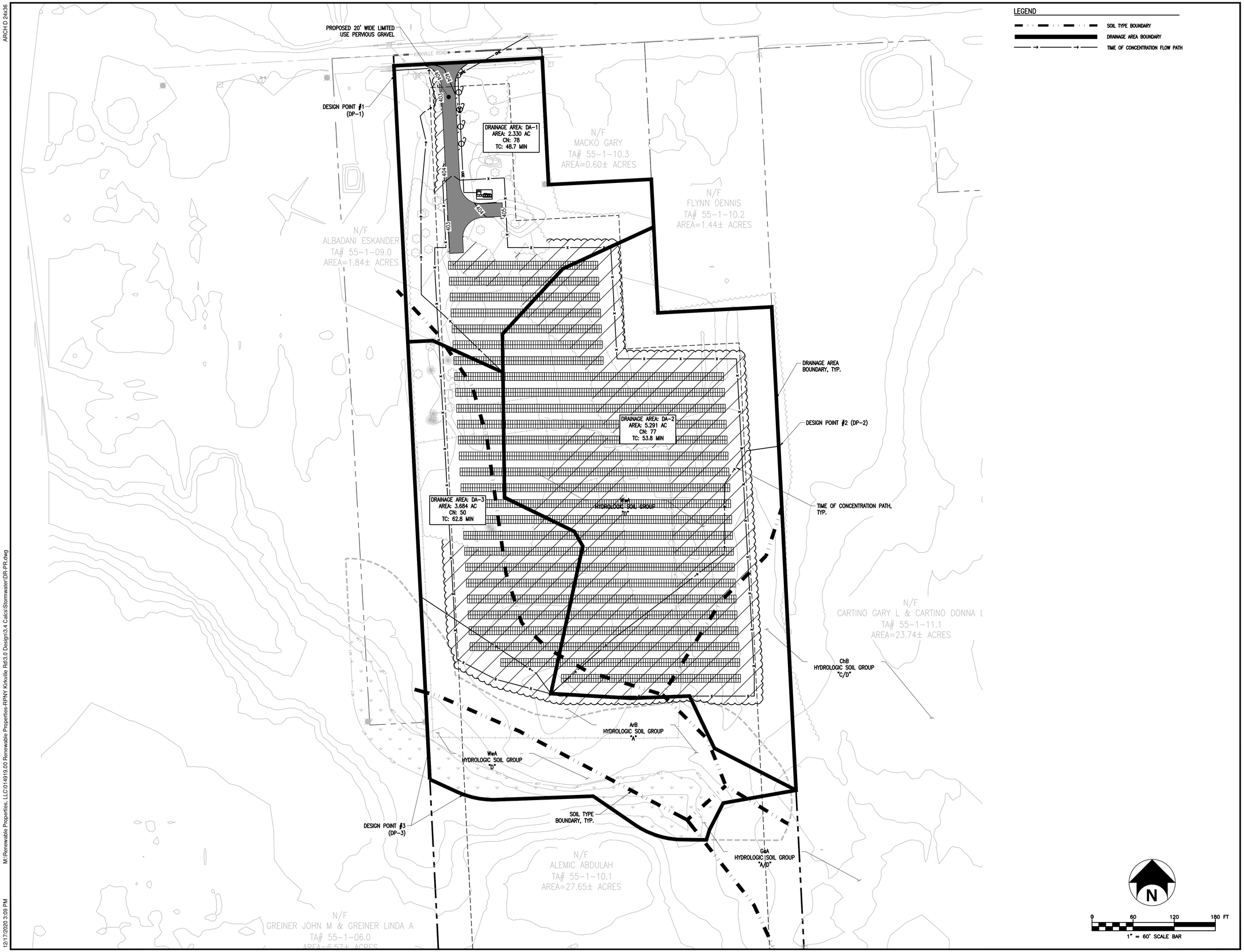


Appendix R-2

Proposed Conditions Drainage Map

And HydroCAD Report

ARCH D 24x36



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KIRKVILLE ROAD SOLAR PROJECT

7390 KIRKVILLE ROAD
EAST SYRACUSE, NY 13057

RENEWABLE PROPERTIES

RPNY SOLAR 5, LLC

879 SANCHEZ STREET
SAN FRANCISCO, CA 94114

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.

2665 Corning Road
Horseheads, NY 14903

office: 607.795.1110
fax: 607.795.1444

www.bergmannpc.com

DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

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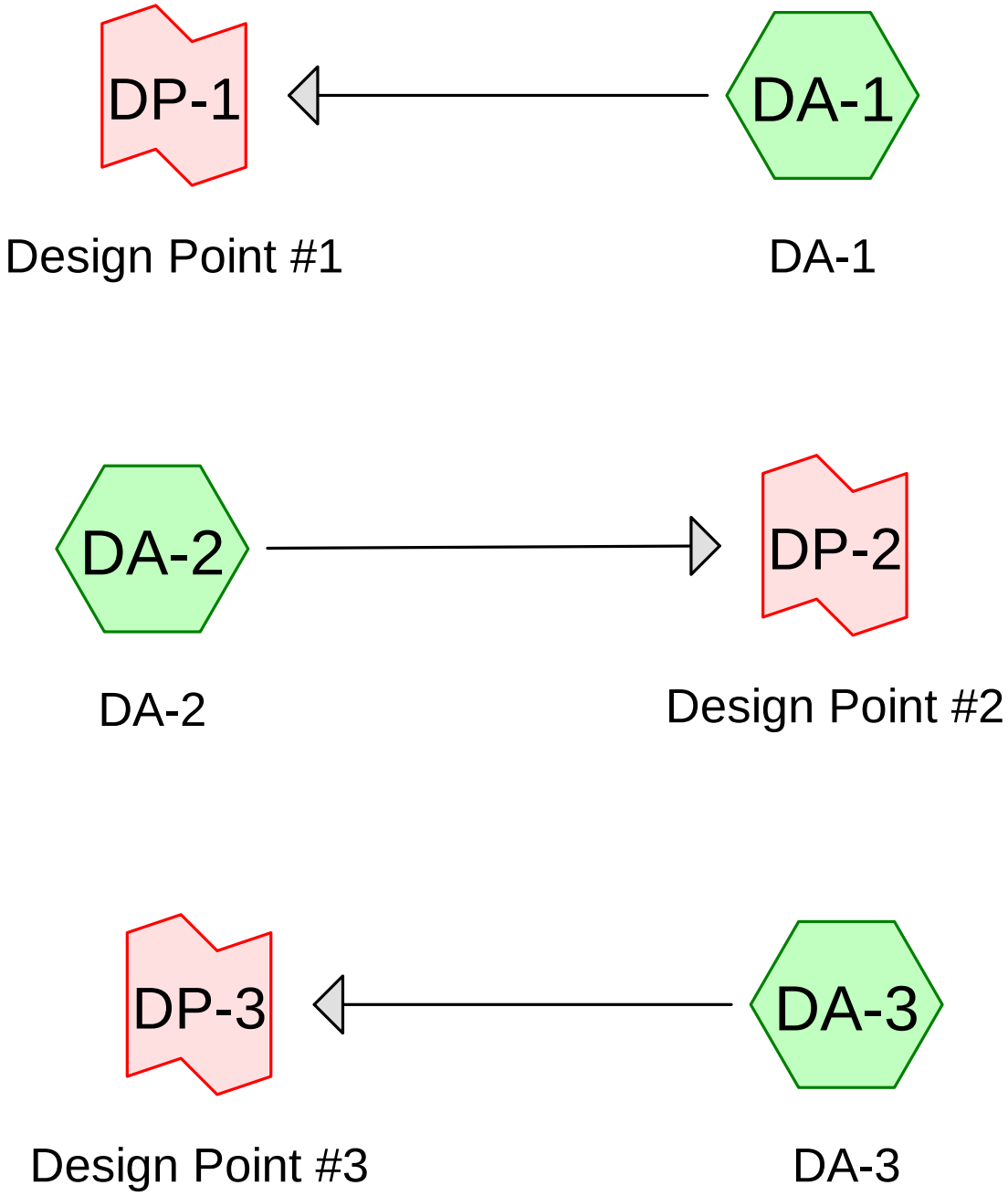
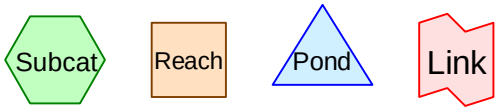
Project Manager: DJP	Checked By: RPS
Designed By: WD	Drawn By: WD
Date Issued:	Project Number:

PROPOSED CONDITIONS DRAINAGE MAP

Drawing Number:

DR-PR





Routing Diagram for DR-PR
Prepared by Bergmann Associates, Printed 12/17/2020
HydroCAD® 10.00-24 s/n 05288 © 2018 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.031	49	50-75% Grass cover, Fair, HSG A (DA-1)
0.175	75	Limited Use Pervious Gravel (DA-1)
1.329	30	Meadow, non-grazed, HSG A (DA-2, DA-3)
5.988	78	Meadow, non-grazed, HSG D (DA-1, DA-2, DA-3)
1.062	36	Woods, Fair, HSG A (DA-3)
2.720	79	Woods, Fair, HSG D (DA-1, DA-2, DA-3)

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
2.422	HSG A	DA-1, DA-2, DA-3
0.000	HSG B	
0.000	HSG C	
8.708	HSG D	DA-1, DA-2, DA-3
0.175	Other	DA-1

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.031	0.000	0.000	0.000	0.000	0.031	50-75% Grass cover, Fair	DA-1
0.000	0.000	0.000	0.000	0.175	0.175	Limited Use Pervious Gravel	DA-1
1.329	0.000	0.000	5.988	0.000	7.317	Meadow, non-grazed	DA-1, DA-2, DA-3
1.062	0.000	0.000	2.720	0.000	3.782	Woods, Fair	DA-1, DA-2, DA-3

Summary for Subcatchment DA-1: DA-1

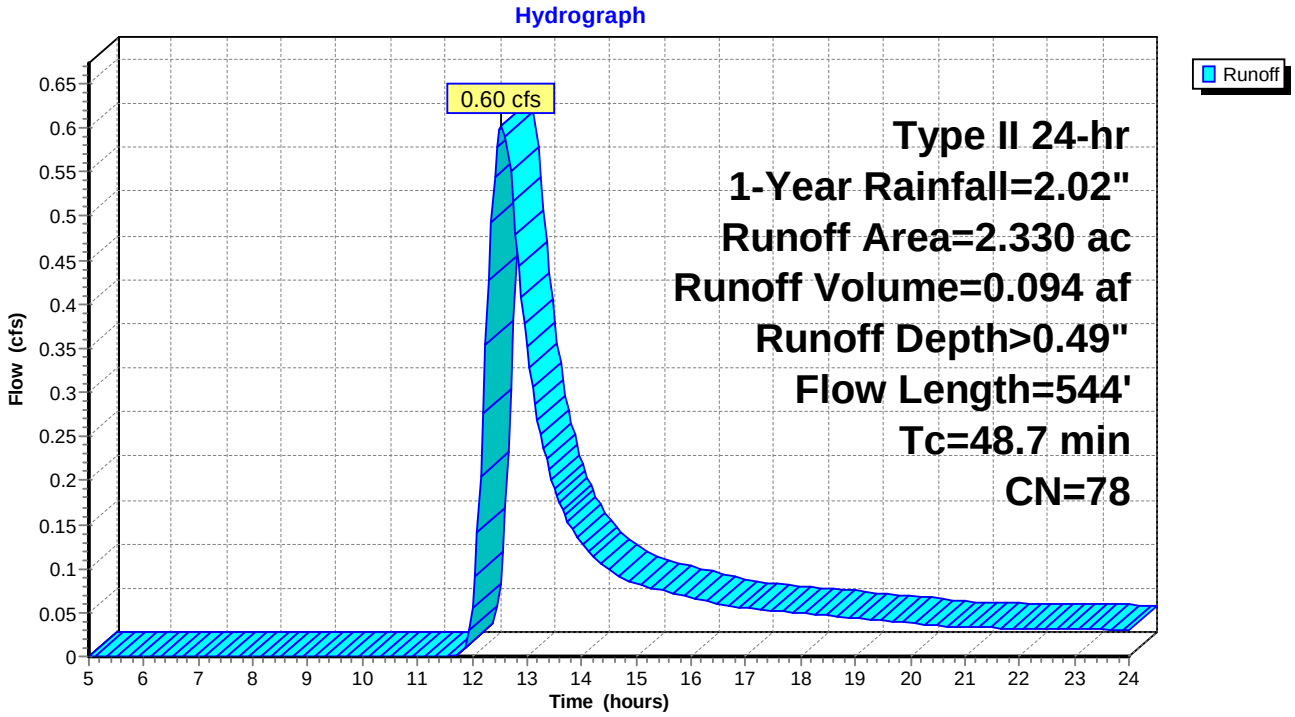
Runoff = 0.60 cfs @ 12.54 hrs, Volume= 0.094 af, Depth> 0.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

	Area (ac)	CN	Description
	1.493	78	Meadow, non-grazed, HSG D
	0.031	49	50-75% Grass cover, Fair, HSG A
	0.631	79	Woods, Fair, HSG D
*	0.175	75	Limited Use Pervious Gravel
	2.330	78	Weighted Average
	2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-1: DA-1



Summary for Subcatchment DA-2: DA-2

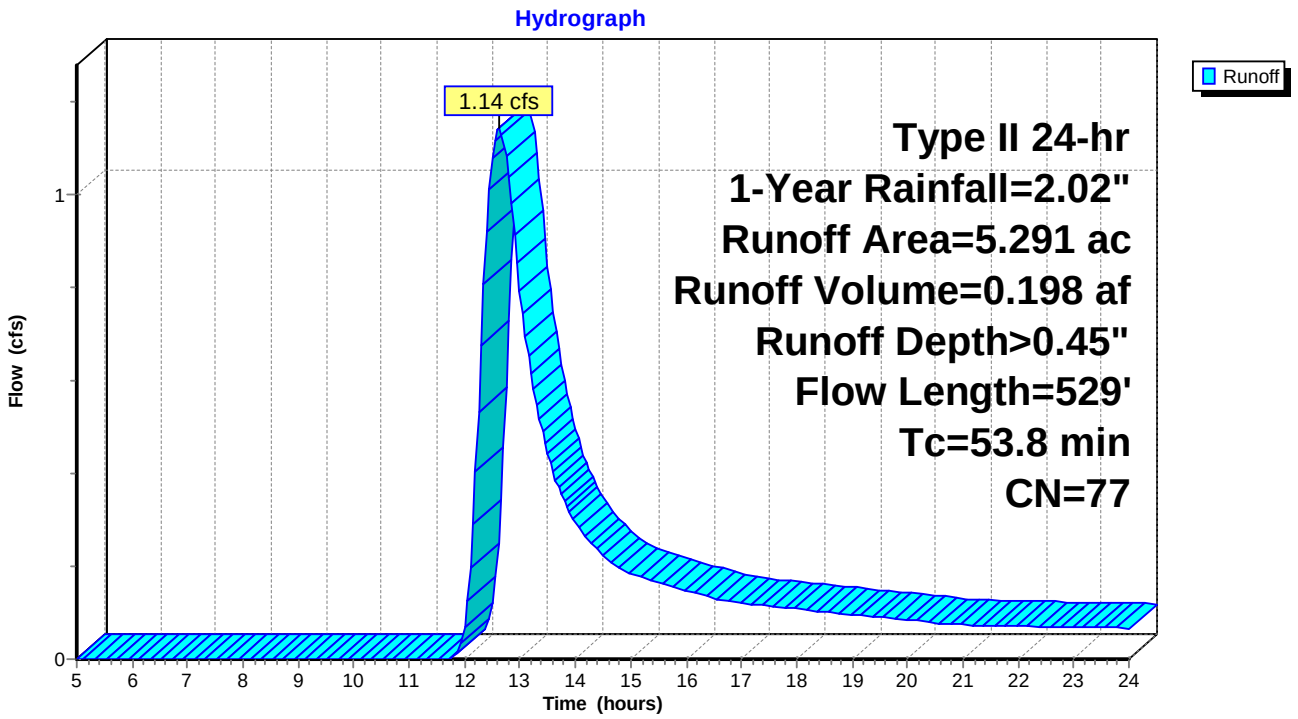
Runoff = 1.14 cfs @ 12.62 hrs, Volume= 0.198 af, Depth> 0.45"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

Area (ac)	CN	Description
3.945	78	Meadow, non-grazed, HSG D
1.243	79	Woods, Fair, HSG D
0.103	30	Meadow, non-grazed, HSG A
5.291	77	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
38.1	150	0.0129	0.07		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
10.9	251	0.0030	0.38		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.6	42	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
53.8	529	Total			

Subcatchment DA-2: DA-2



Summary for Subcatchment DA-3: DA-3

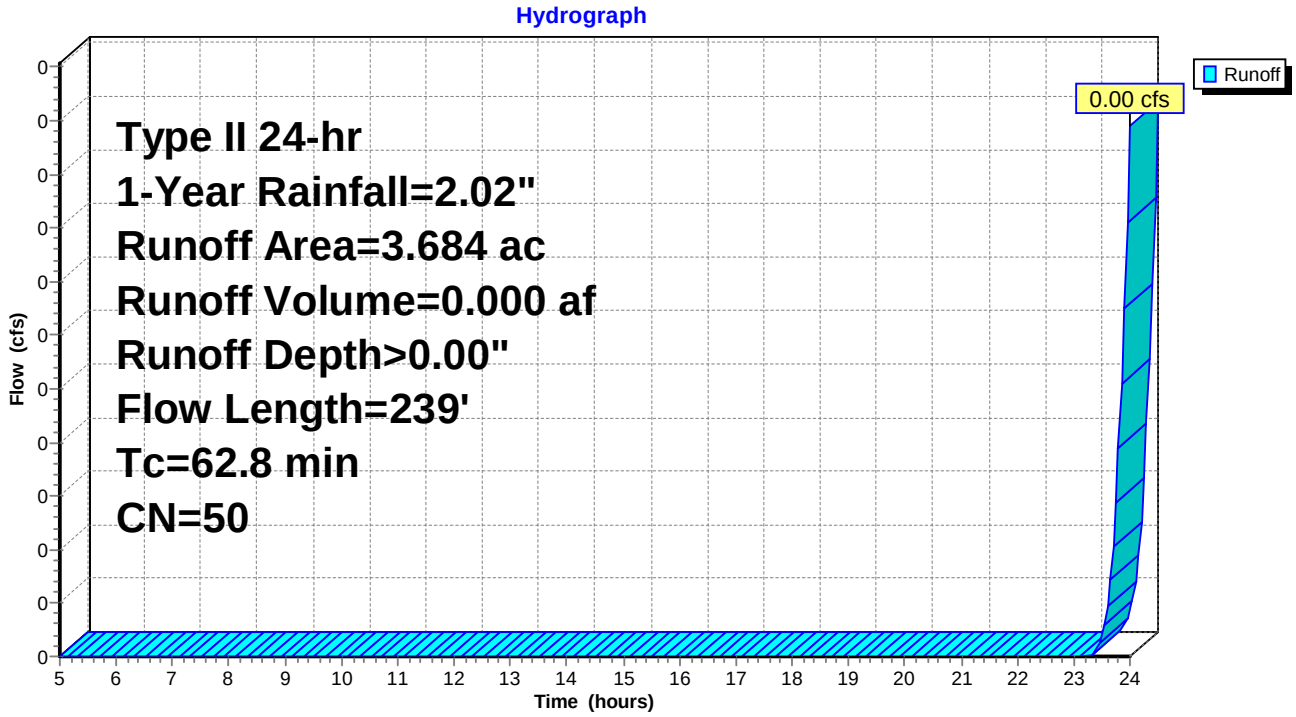
Runoff = 0.00 cfs @ 24.00 hrs, Volume= 0.000 af, Depth> 0.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 1-Year Rainfall=2.02"

Area (ac)	CN	Description
1.226	30	Meadow, non-grazed, HSG A
0.550	78	Meadow, non-grazed, HSG D
0.846	79	Woods, Fair, HSG D
1.062	36	Woods, Fair, HSG A
3.684	50	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
60.9	150	0.0040	0.04		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
0.8	44	0.0180	0.94		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	45	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
62.8	239	Total			

Subcatchment DA-3: DA-3

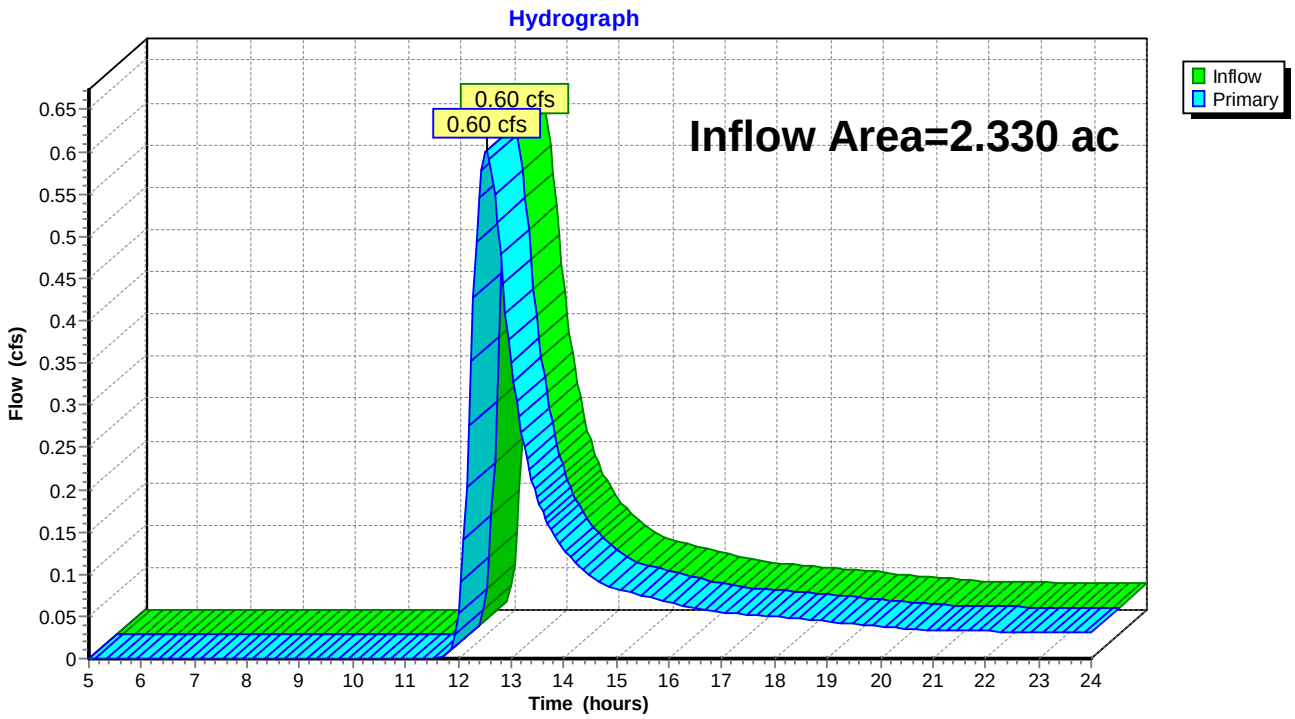


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 0.49" for 1-Year event
Inflow = 0.60 cfs @ 12.54 hrs, Volume= 0.094 af
Primary = 0.60 cfs @ 12.54 hrs, Volume= 0.094 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

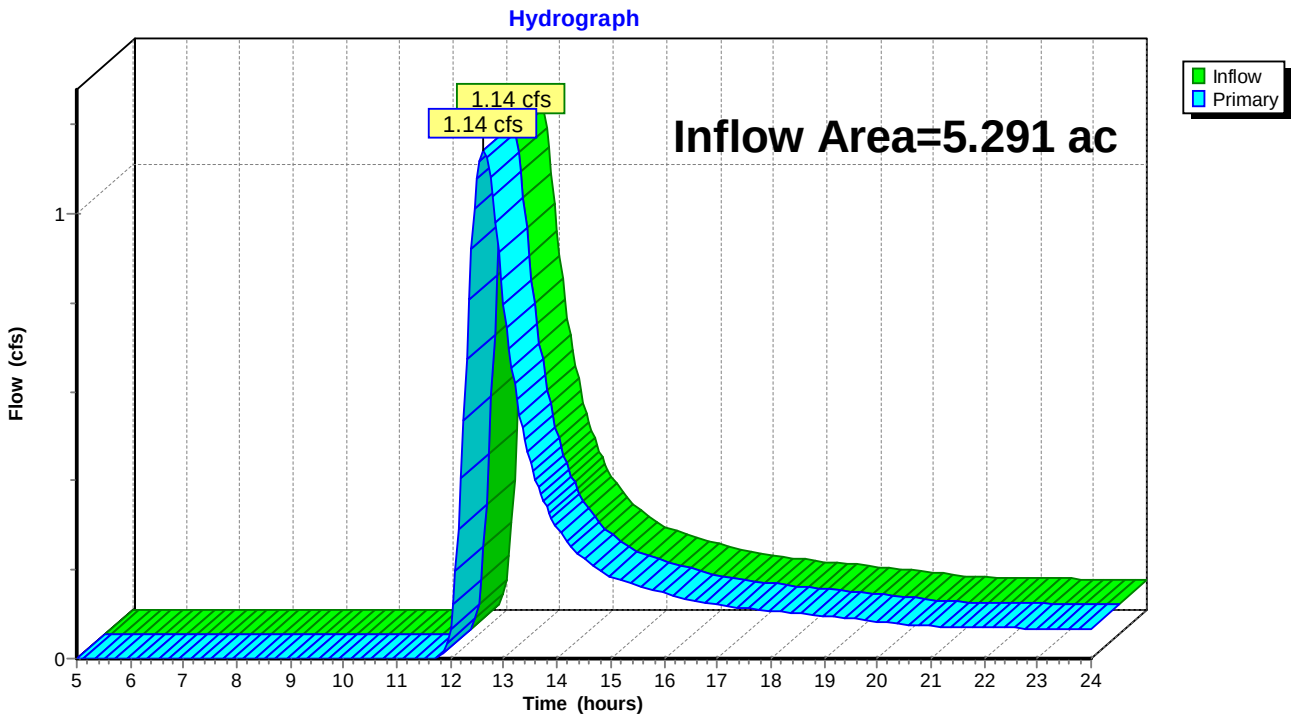


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 0.45" for 1-Year event
Inflow = 1.14 cfs @ 12.62 hrs, Volume= 0.198 af
Primary = 1.14 cfs @ 12.62 hrs, Volume= 0.198 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

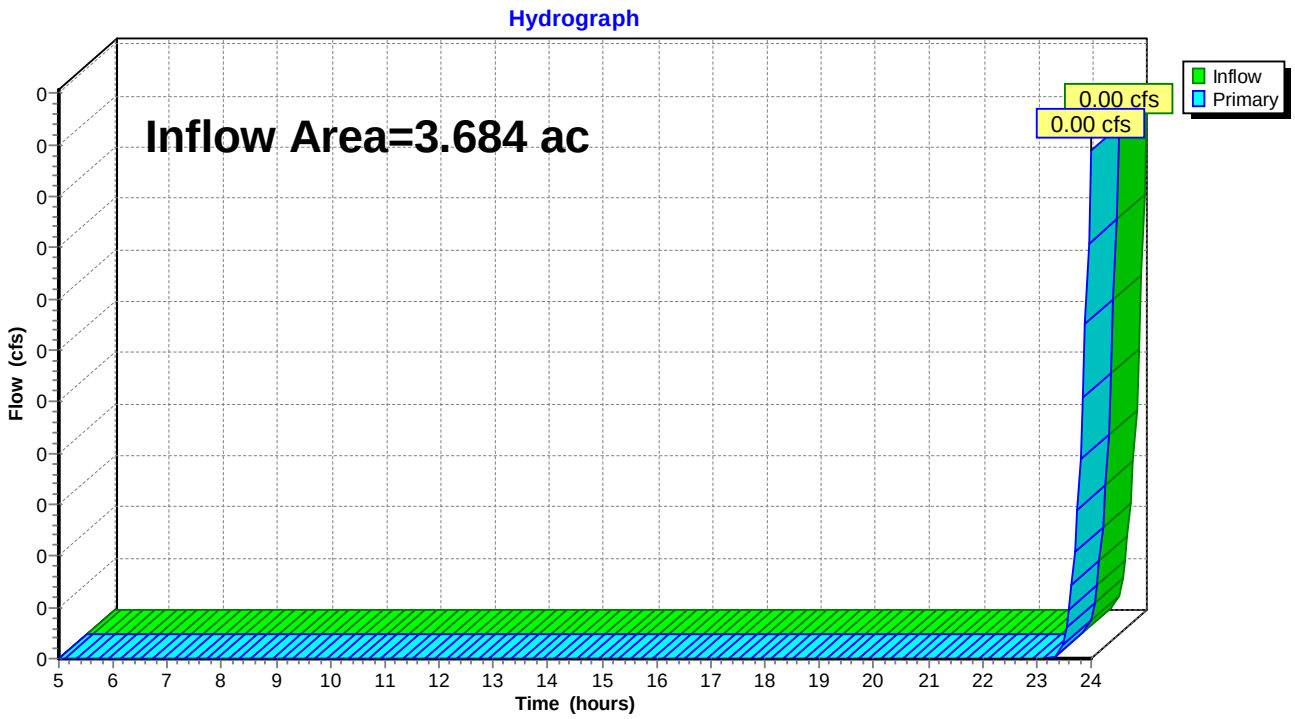


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 0.00" for 1-Year event
Inflow = 0.00 cfs @ 24.00 hrs, Volume= 0.000 af
Primary = 0.00 cfs @ 24.00 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3



Summary for Subcatchment DA-1: DA-1

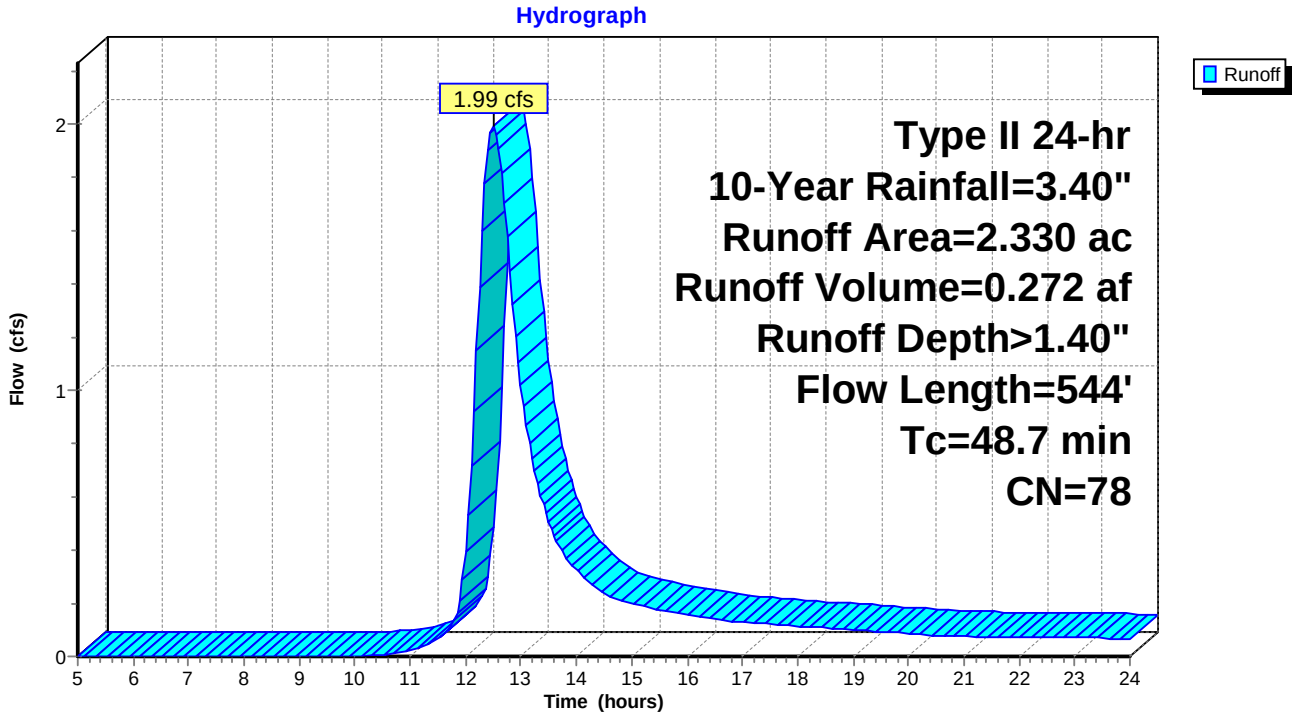
Runoff = 1.99 cfs @ 12.50 hrs, Volume= 0.272 af, Depth> 1.40"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

	Area (ac)	CN	Description
	1.493	78	Meadow, non-grazed, HSG D
	0.031	49	50-75% Grass cover, Fair, HSG A
	0.631	79	Woods, Fair, HSG D
*	0.175	75	Limited Use Pervious Gravel
	2.330	78	Weighted Average
	2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-1: DA-1



Summary for Subcatchment DA-2: DA-2

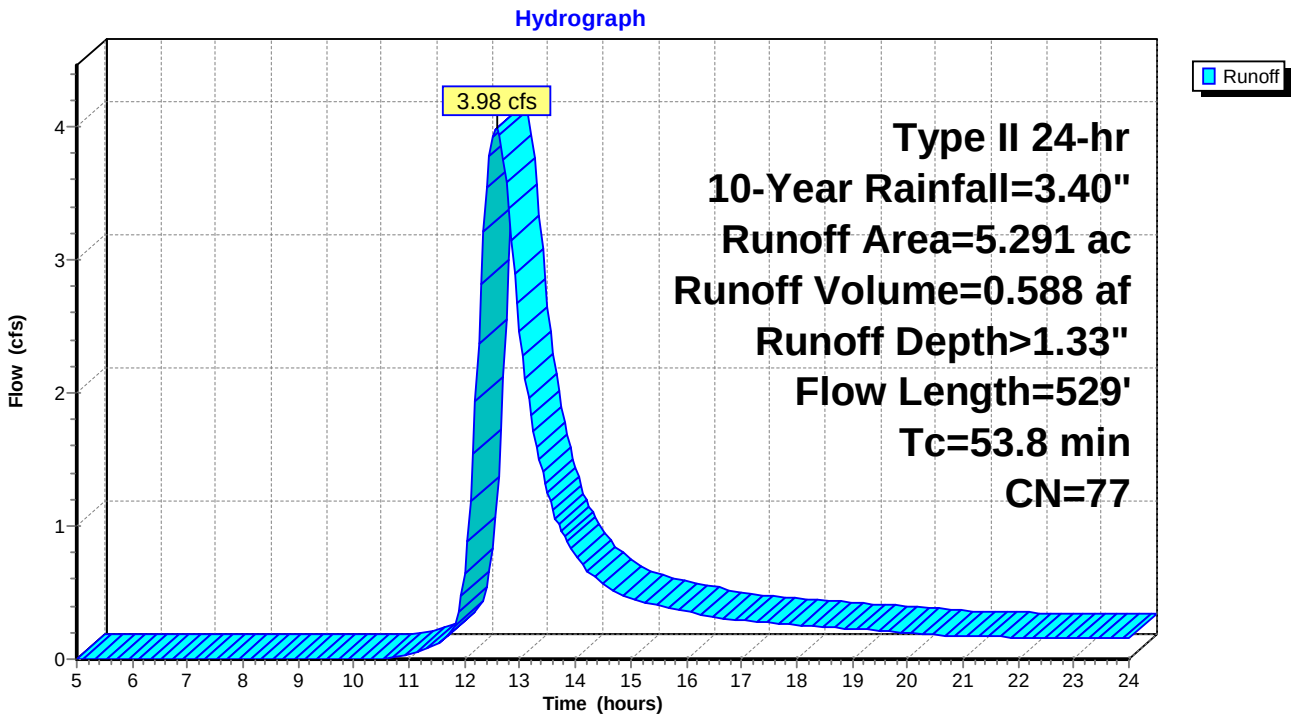
Runoff = 3.98 cfs @ 12.57 hrs, Volume= 0.588 af, Depth> 1.33"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

Area (ac)	CN	Description
3.945	78	Meadow, non-grazed, HSG D
1.243	79	Woods, Fair, HSG D
0.103	30	Meadow, non-grazed, HSG A
5.291	77	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
38.1	150	0.0129	0.07		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
10.9	251	0.0030	0.38		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.6	42	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
53.8	529	Total			

Subcatchment DA-2: DA-2



Summary for Subcatchment DA-3: DA-3

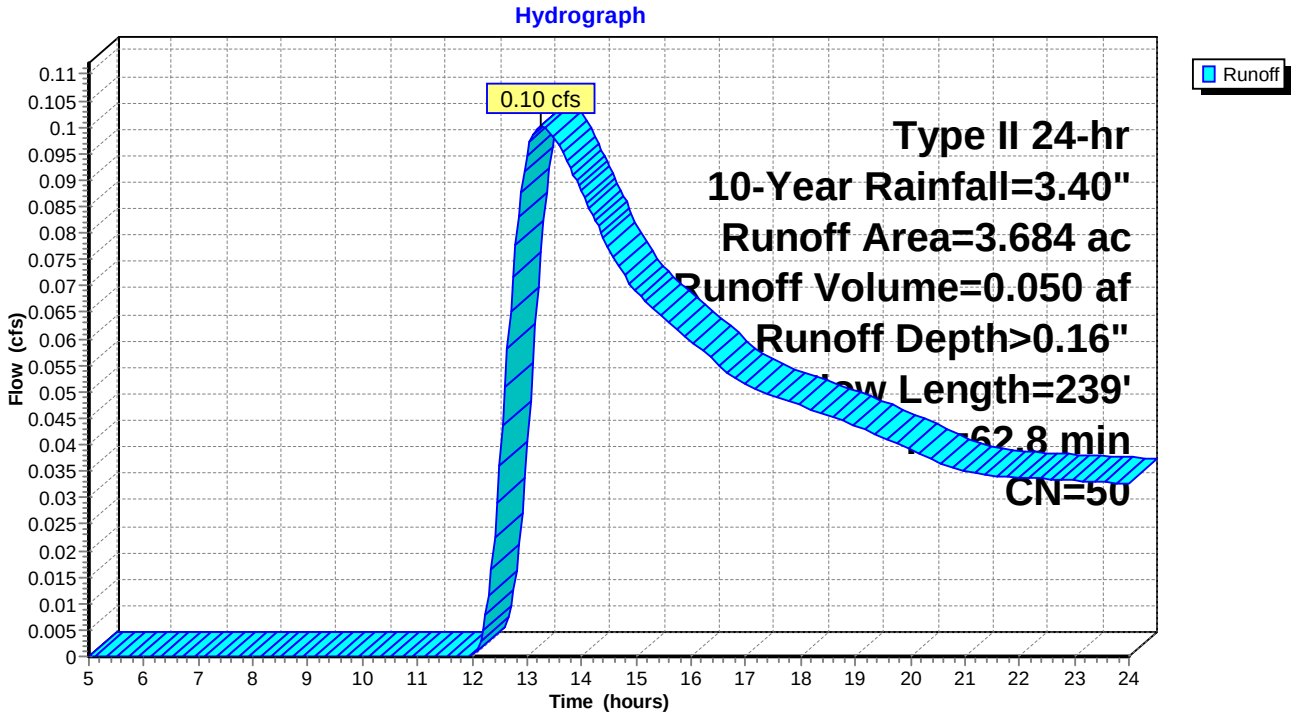
Runoff = 0.10 cfs @ 13.27 hrs, Volume= 0.050 af, Depth> 0.16"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 10-Year Rainfall=3.40"

Area (ac)	CN	Description
1.226	30	Meadow, non-grazed, HSG A
0.550	78	Meadow, non-grazed, HSG D
0.846	79	Woods, Fair, HSG D
1.062	36	Woods, Fair, HSG A
3.684	50	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
60.9	150	0.0040	0.04		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
0.8	44	0.0180	0.94		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	45	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
62.8	239	Total			

Subcatchment DA-3: DA-3

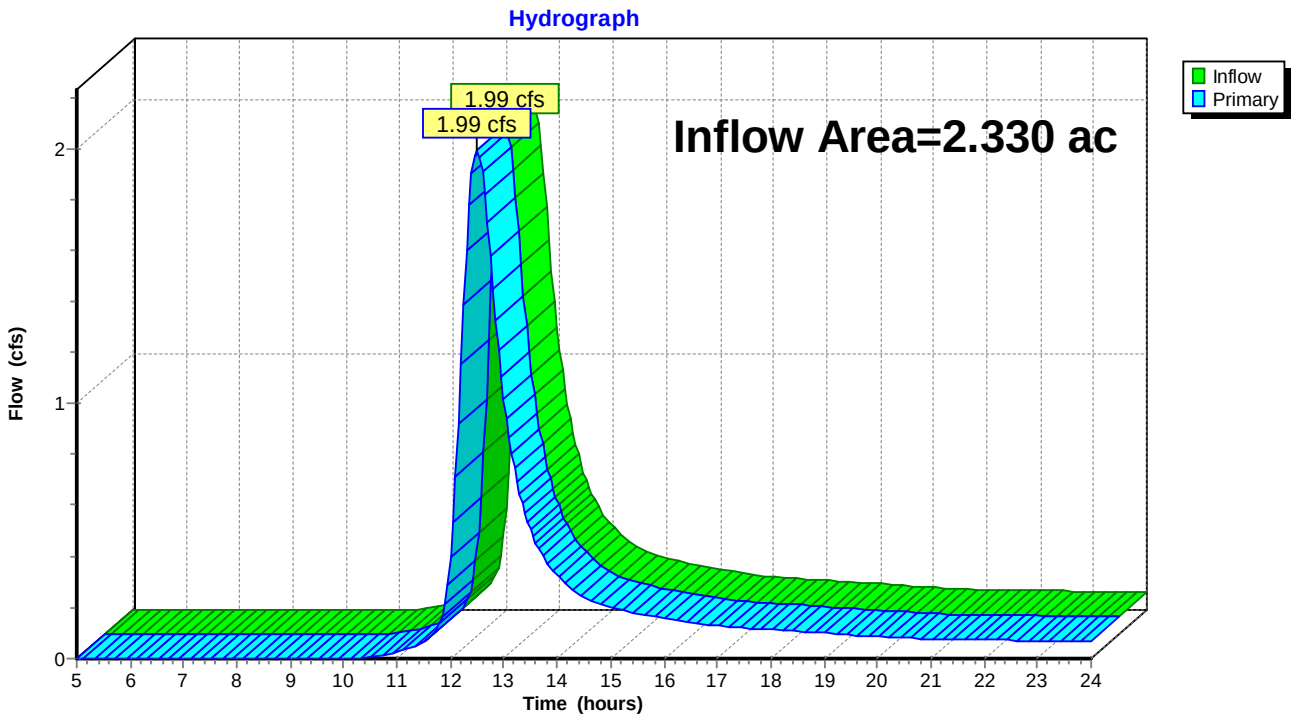


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 1.40" for 10-Year event
Inflow = 1.99 cfs @ 12.50 hrs, Volume= 0.272 af
Primary = 1.99 cfs @ 12.50 hrs, Volume= 0.272 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

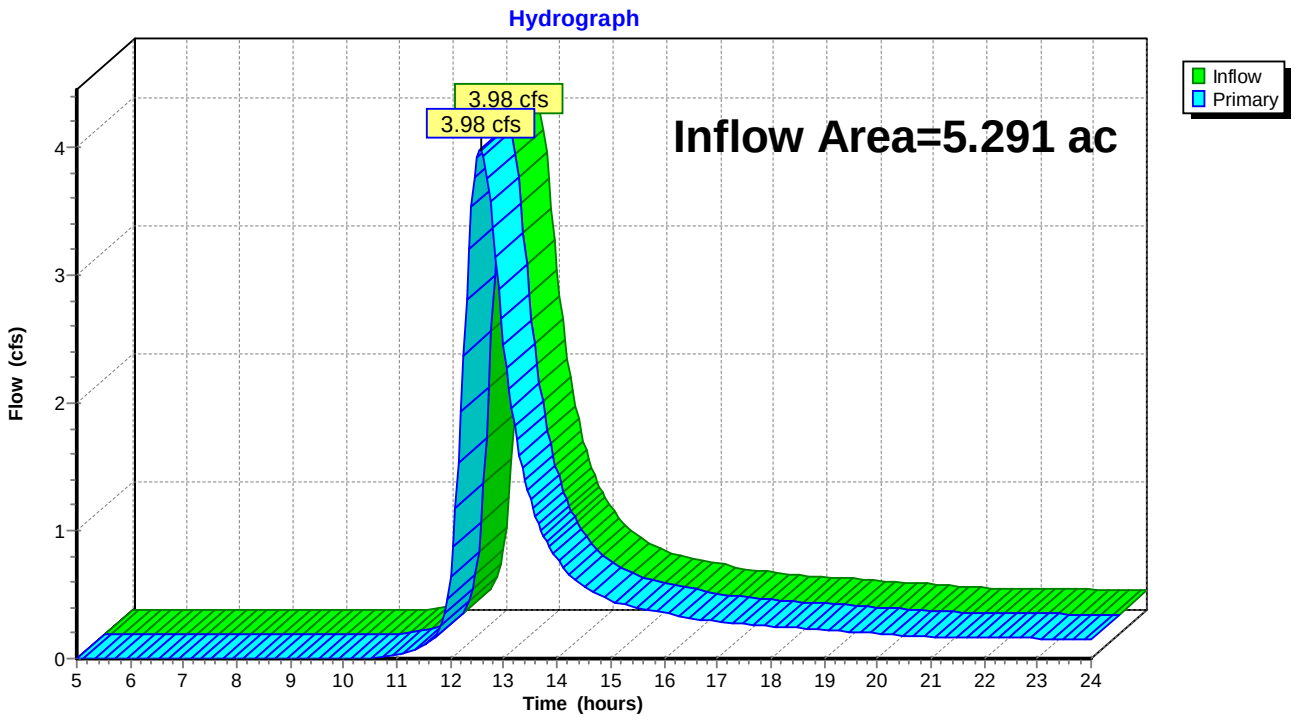


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 1.33" for 10-Year event
Inflow = 3.98 cfs @ 12.57 hrs, Volume= 0.588 af
Primary = 3.98 cfs @ 12.57 hrs, Volume= 0.588 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

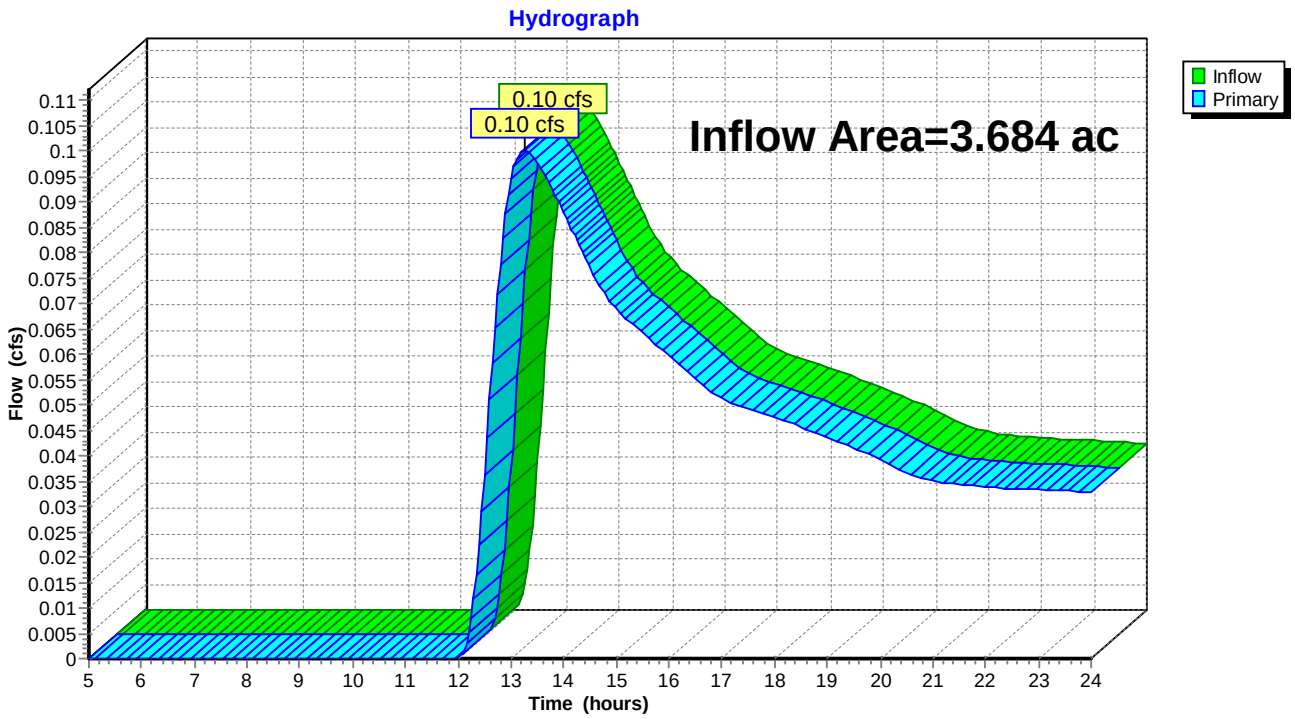


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 0.16" for 10-Year event
Inflow = 0.10 cfs @ 13.27 hrs, Volume= 0.050 af
Primary = 0.10 cfs @ 13.27 hrs, Volume= 0.050 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3



Summary for Subcatchment DA-1: DA-1

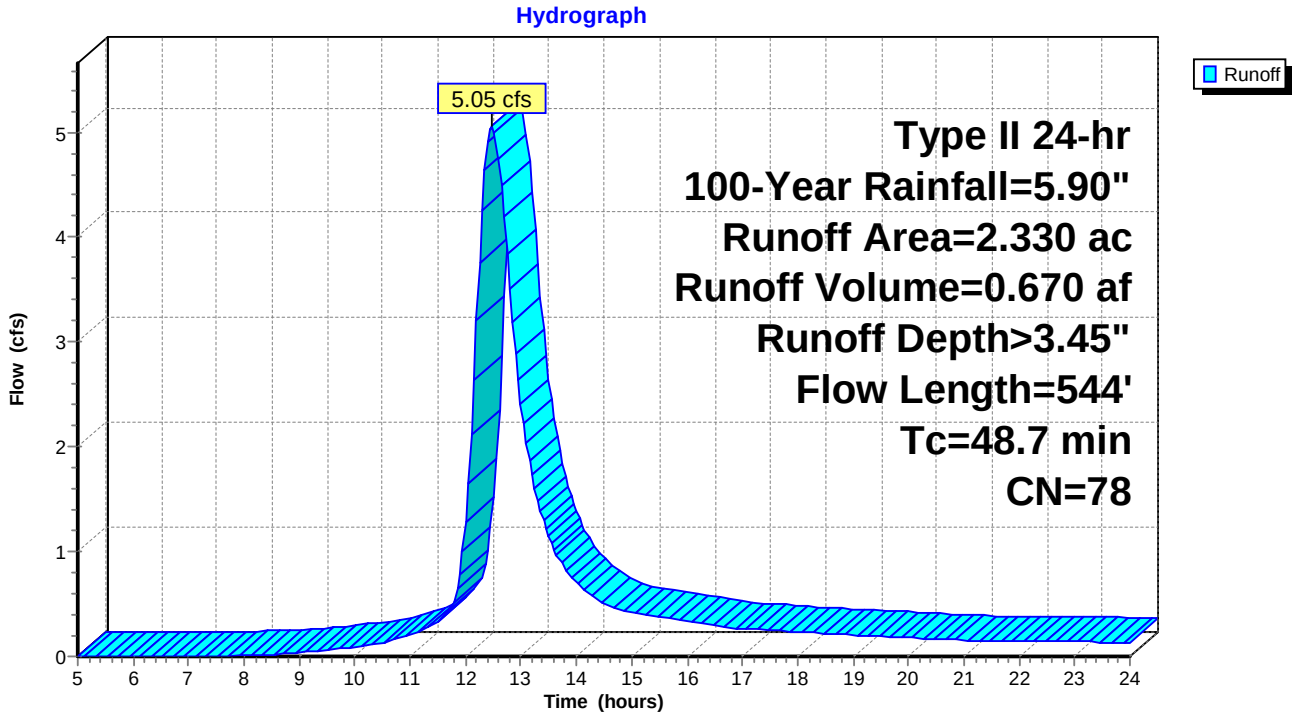
Runoff = 5.05 cfs @ 12.48 hrs, Volume= 0.670 af, Depth> 3.45"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

	Area (ac)	CN	Description
	1.493	78	Meadow, non-grazed, HSG D
	0.031	49	50-75% Grass cover, Fair, HSG A
	0.631	79	Woods, Fair, HSG D
*	0.175	75	Limited Use Pervious Gravel
	2.330	78	Weighted Average
	2.330		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.0	150	0.0045	0.10		**Sheet Flow,** Grass: Short n= 0.150 P2= 2.87"
8.5	164	0.0021	0.32		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
14.2	230	0.0029	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
48.7	544	Total			

Subcatchment DA-1: DA-1



Summary for Subcatchment DA-2: DA-2

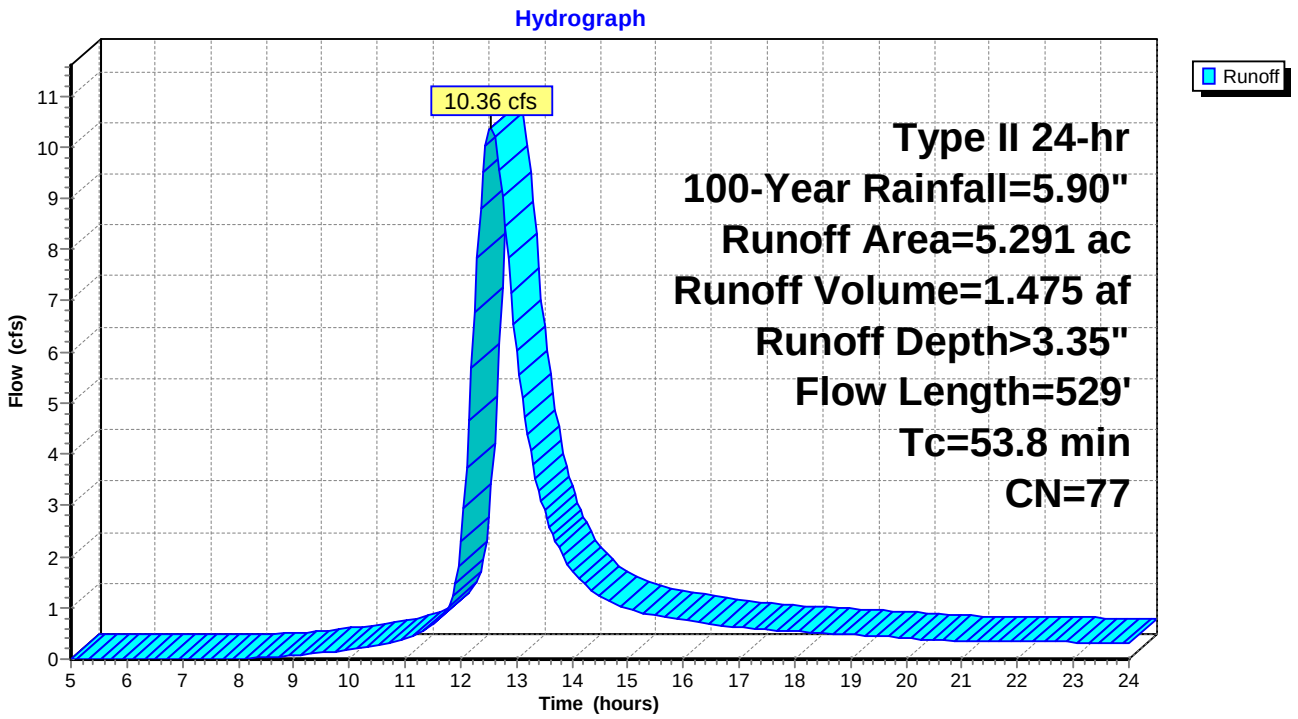
Runoff = 10.36 cfs @ 12.54 hrs, Volume= 1.475 af, Depth> 3.35"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

Area (ac)	CN	Description
3.945	78	Meadow, non-grazed, HSG D
1.243	79	Woods, Fair, HSG D
0.103	30	Meadow, non-grazed, HSG A
5.291	77	Weighted Average
5.291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
38.1	150	0.0129	0.07		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
1.4	32	0.0031	0.39		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.8	54	0.0268	1.15		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
10.9	251	0.0030	0.38		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.6	42	0.0030	0.27		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
53.8	529	Total			

Subcatchment DA-2: DA-2



Summary for Subcatchment DA-3: DA-3

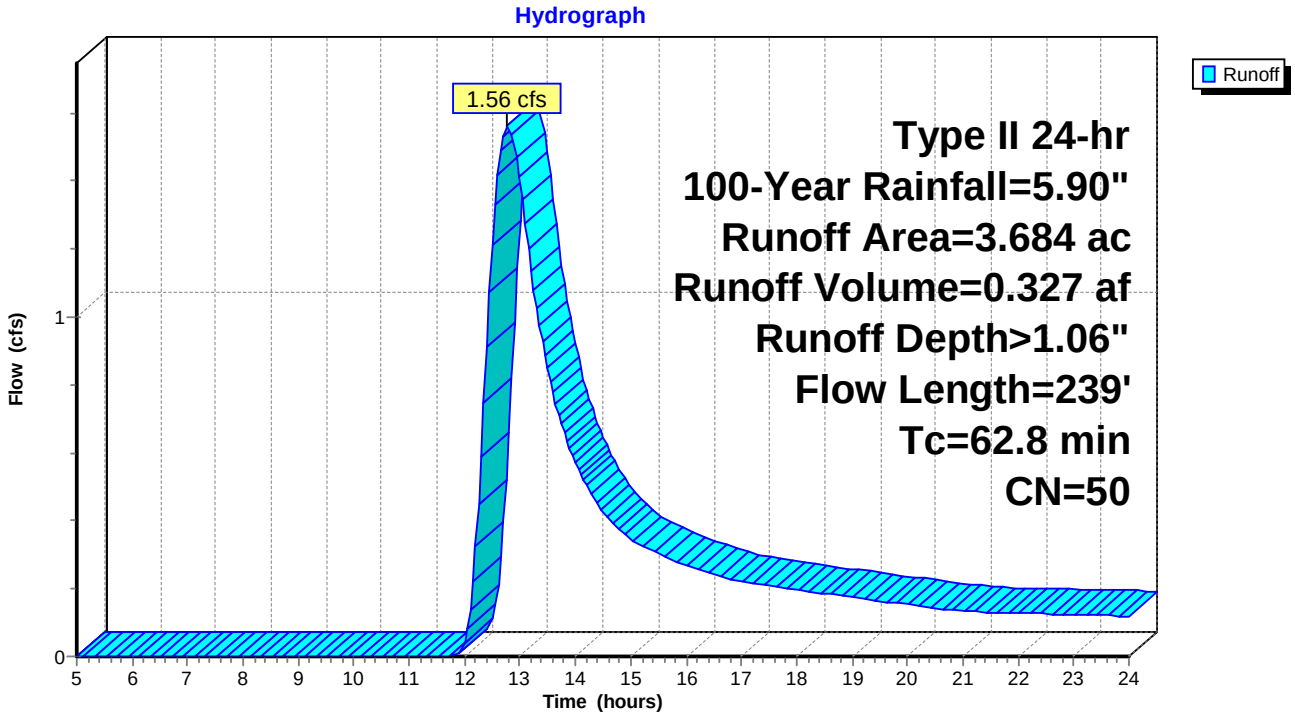
Runoff = 1.56 cfs @ 12.78 hrs, Volume= 0.327 af, Depth> 1.06"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs
Type II 24-hr 100-Year Rainfall=5.90"

Area (ac)	CN	Description
1.226	30	Meadow, non-grazed, HSG A
0.550	78	Meadow, non-grazed, HSG D
0.846	79	Woods, Fair, HSG D
1.062	36	Woods, Fair, HSG A
3.684	50	Weighted Average
3.684		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
60.9	150	0.0040	0.04		**Sheet Flow,** Grass: Bermuda n= 0.410 P2= 2.87"
0.8	44	0.0180	0.94		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	45	0.0180	0.67		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
62.8	239	Total			

Subcatchment DA-3: DA-3

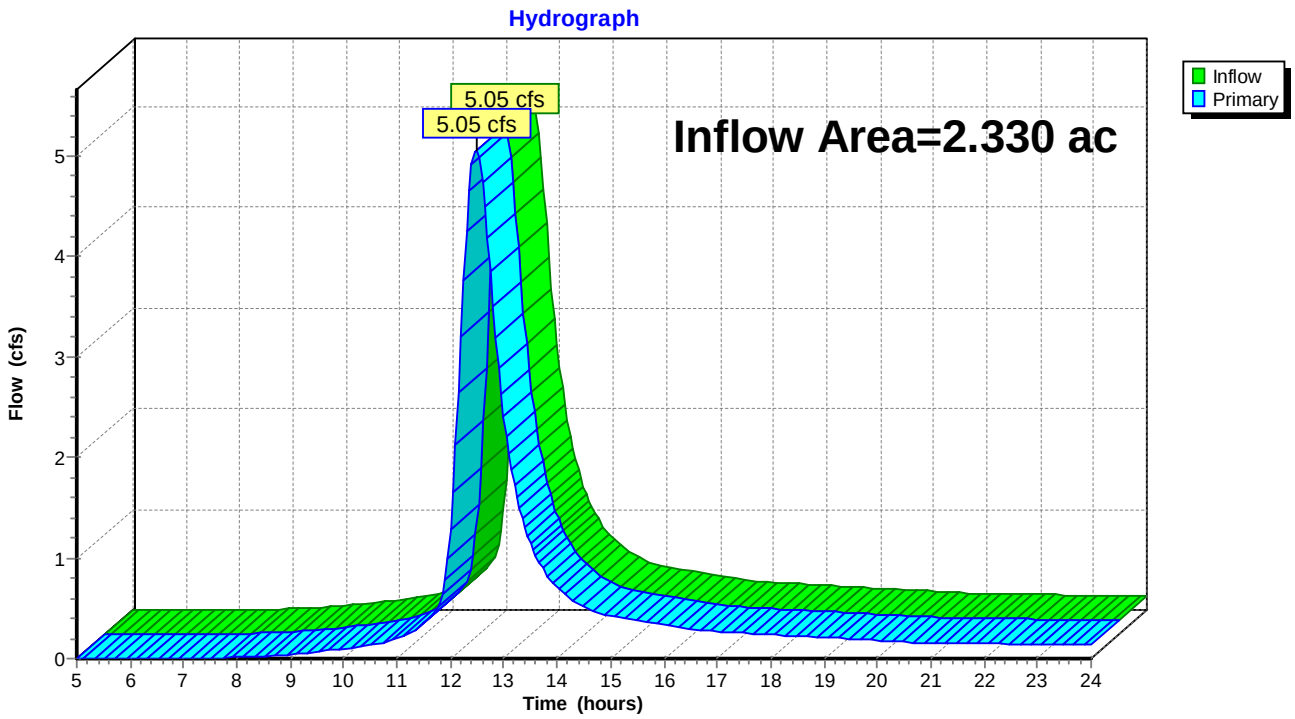


Summary for Link DP-1: Design Point #1

Inflow Area = 2.330 ac, 0.00% Impervious, Inflow Depth > 3.45" for 100-Year event
Inflow = 5.05 cfs @ 12.48 hrs, Volume= 0.670 af
Primary = 5.05 cfs @ 12.48 hrs, Volume= 0.670 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-1: Design Point #1

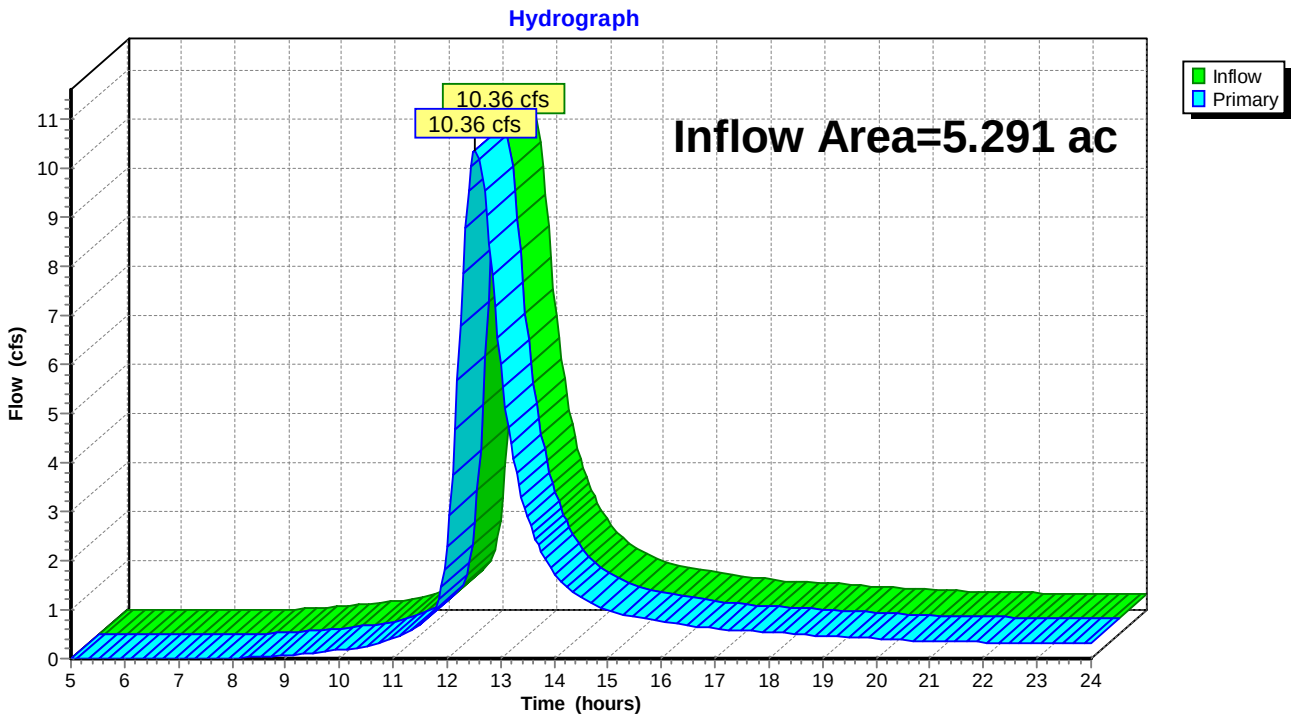


Summary for Link DP-2: Design Point #2

Inflow Area = 5.291 ac, 0.00% Impervious, Inflow Depth > 3.35" for 100-Year event
Inflow = 10.36 cfs @ 12.54 hrs, Volume= 1.475 af
Primary = 10.36 cfs @ 12.54 hrs, Volume= 1.475 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-2: Design Point #2

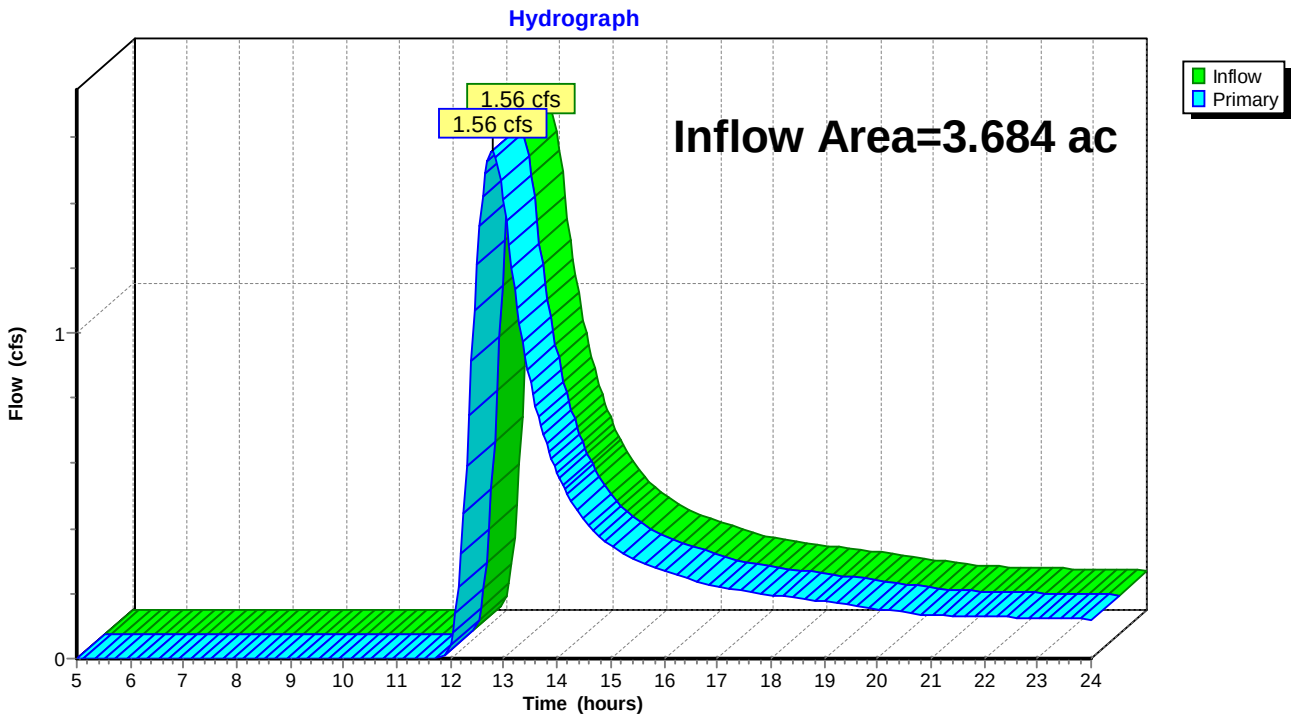


Summary for Link DP-3: Design Point #3

Inflow Area = 3.684 ac, 0.00% Impervious, Inflow Depth > 1.06" for 100-Year event
Inflow = 1.56 cfs @ 12.78 hrs, Volume= 0.327 af
Primary = 1.56 cfs @ 12.78 hrs, Volume= 0.327 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-24.00 hrs, dt= 0.05 hrs

Link DP-3: Design Point #3



Appendix R-3
NRCS Soils Report

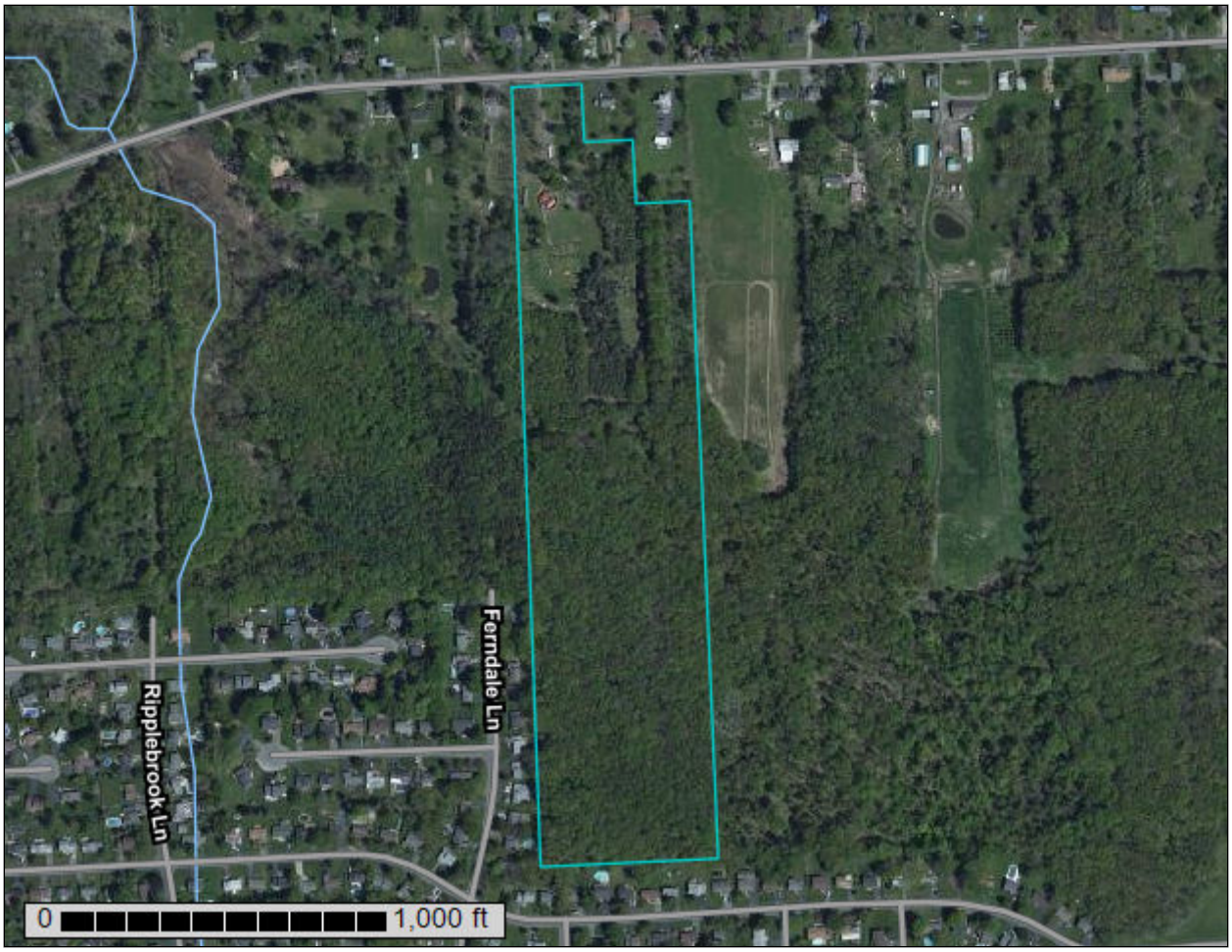
United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Onondaga County, New York

Kirkville Road Solar Project



December 14, 2020

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

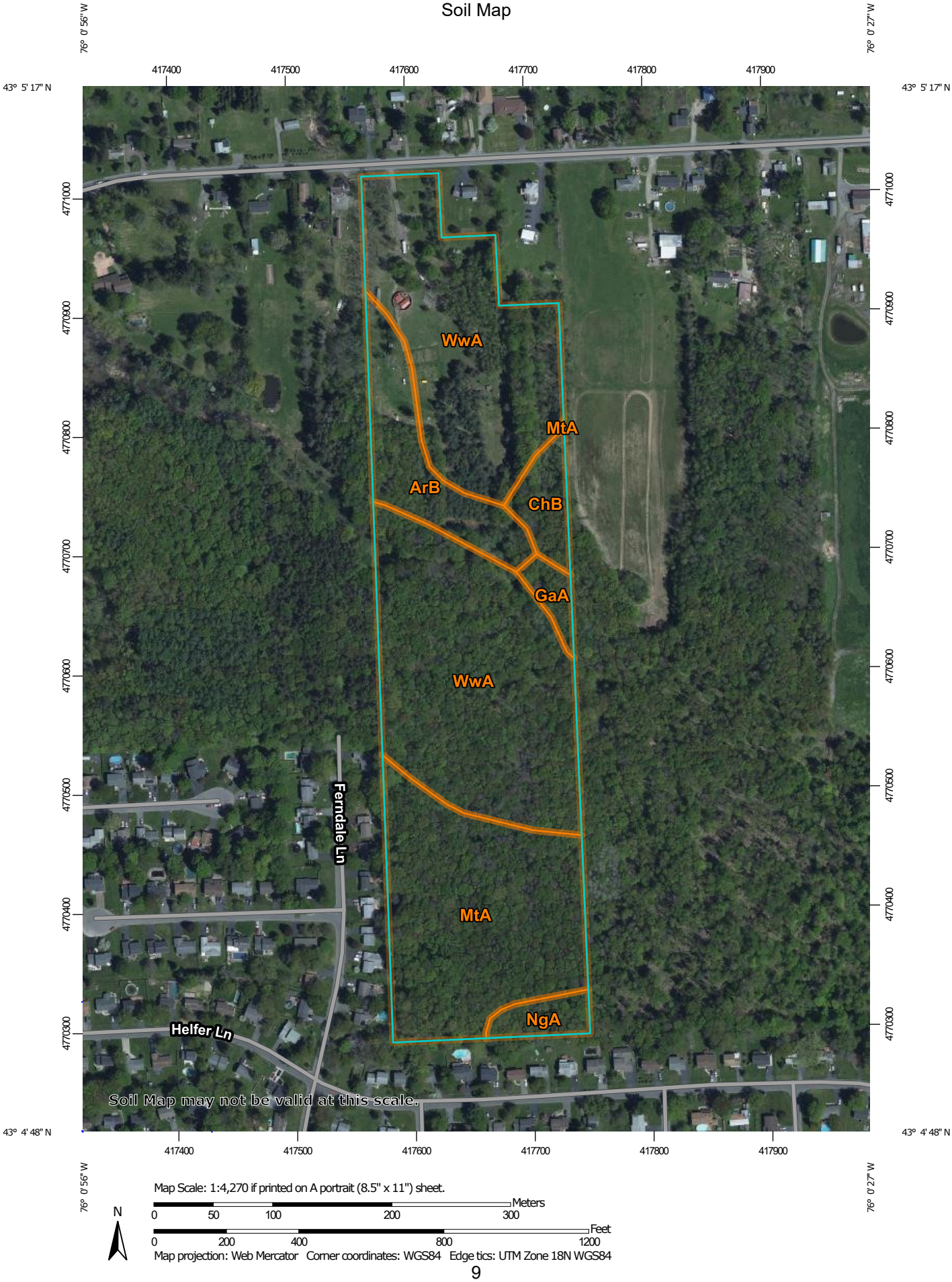
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:4,270 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
Survey Area Data: Version 15, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2020—Jun 17, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ArB	Arkport very fine sandy loam, 2 to 6 percent slopes	2.6	9.5%
ChB	Collamer silt loam, 2 to 6 percent slopes	0.9	3.3%
GaA	Galen very fine sandy loam, 0 to 2 percent slopes	0.5	1.7%
MtA	Minoa fine sandy loam, 0 to 2 percent slopes	7.2	26.3%
NgA	Niagara silt loam, 0 to 4 percent slopes	0.6	2.3%
WwA	Williamson silt loam, 0 to 2 percent slopes	15.6	56.9%
Totals for Area of Interest		**27.5**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Onondaga County, New York

ArB—Arkport very fine sandy loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9vfh
Elevation: 300 to 900 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Arkport and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arkport

Setting

Landform: Deltas on lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Glaciofluvial or deltaic deposits with a high content of fine and very fine sand

Typical profile

H1 - 0 to 10 inches: very fine sandy loam
H2 - 10 to 18 inches: very fine sandy loam
H3 - 18 to 60 inches: very fine sandy loam
H4 - 60 to 70 inches: very fine sand

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water capacity: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: A
Ecological site: F101XY005NY - Dry Outwash
Hydric soil rating: No

Minor Components

Howard

Percent of map unit: 5 percent
Hydric soil rating: No

Minoa

Percent of map unit: 5 percent
Hydric soil rating: No

Colonie

Percent of map unit: 5 percent
Hydric soil rating: No

Alton

Percent of map unit: 5 percent
Hydric soil rating: No

Galen

Percent of map unit: 5 percent
Hydric soil rating: No

ChB—Collamer silt loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9vgb
Elevation: 360 to 1,310 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Collamer and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Collamer

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Silty and clayey glaciolacustrine deposits

Typical profile

H1 - 0 to 10 inches: silt loam
H2 - 10 to 16 inches: silt loam
H3 - 16 to 42 inches: silt loam

H4 - 42 to 60 inches: stratified silt loam to very fine sand

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.57 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water capacity: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

Unnamed soils

Percent of map unit: 5 percent
Hydric soil rating: No

Dunkirk

Percent of map unit: 5 percent
Hydric soil rating: No

GaA—Galen very fine sandy loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 9vgs
Elevation: 360 to 560 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Galen and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Galen

Setting

Landform: Deltas on lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Deltaic deposits with a high content of fine and very fine sand

Typical profile

H1 - 0 to 9 inches: very fine sandy loam
H2 - 9 to 15 inches: very fine sandy loam
H3 - 15 to 48 inches: loamy fine sand
H4 - 48 to 60 inches: stratified loamy fine sand to fine sand to silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Available water capacity: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: A/D
Hydric soil rating: No

Minor Components

Arkport

Percent of map unit: 5 percent
Hydric soil rating: No

Unnamed soils

Percent of map unit: 5 percent
Hydric soil rating: No

Minoa

Percent of map unit: 5 percent
Hydric soil rating: No

Lamson

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

MtA—Minoa fine sandy loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 9vjn
Elevation: 250 to 800 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Minoa and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Minoa

Setting

Landform: Deltas on lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Deltaic or glaciolacustrine deposits with a high content of fine and very fine sand

Typical profile

H1 - 0 to 10 inches: fine sandy loam
H2 - 10 to 38 inches: loamy very fine sand
H3 - 38 to 60 inches: stratified very fine sand to fine sand to silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water capacity: High (about 9.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Ecological site: F101XY006NY - Moist Outwash
Hydric soil rating: No

Minor Components

Galen

Percent of map unit: 8 percent
Hydric soil rating: No

Lamson

Percent of map unit: 8 percent
Landform: Depressions
Hydric soil rating: Yes

Unnamed soils

Percent of map unit: 2 percent
Landform: Depressions
Hydric soil rating: Yes

Canandaigua

Percent of map unit: 2 percent
Landform: Depressions
Hydric soil rating: Yes

NgA—Niagara silt loam, 0 to 4 percent slopes

Map Unit Setting

National map unit symbol: 9vjv
Elevation: 360 to 1,590 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Niagara and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Niagara

Setting

Landform: Lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Silty and clayey glaciolacustrine deposits

Typical profile

H1 - 0 to 11 inches: silt loam
H2 - 11 to 39 inches: silt loam
H3 - 39 to 60 inches: stratified silt loam to loamy very fine sand

Properties and qualities

Slope: 0 to 4 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water capacity: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Canandaigua

Percent of map unit: 7 percent
Landform: Depressions
Hydric soil rating: Yes

Williamson

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

Unnamed soils

Percent of map unit: 3 percent
Hydric soil rating: No

WwA—Williamson silt loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 9vld
Elevation: 360 to 460 feet
Mean annual precipitation: 38 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 110 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Williamson and similar soils: 80 percent
Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Williamson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Glaciolacustrine or eolian deposits with a high content of silt and very fine sand

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 22 inches: silt loam
H3 - 22 to 45 inches: very fine sandy loam
H4 - 45 to 60 inches: very fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 15 to 24 inches to fragipan
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 22 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: D
Hydric soil rating: No

Minor Components

Colonie

Percent of map unit: 4 percent
Hydric soil rating: No

Niagara

Percent of map unit: 4 percent
Hydric soil rating: No

Arkport

Percent of map unit: 4 percent
Hydric soil rating: No

Galen

Percent of map unit: 4 percent
Hydric soil rating: No

Collamer

Percent of map unit: 4 percent
Hydric soil rating: No

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

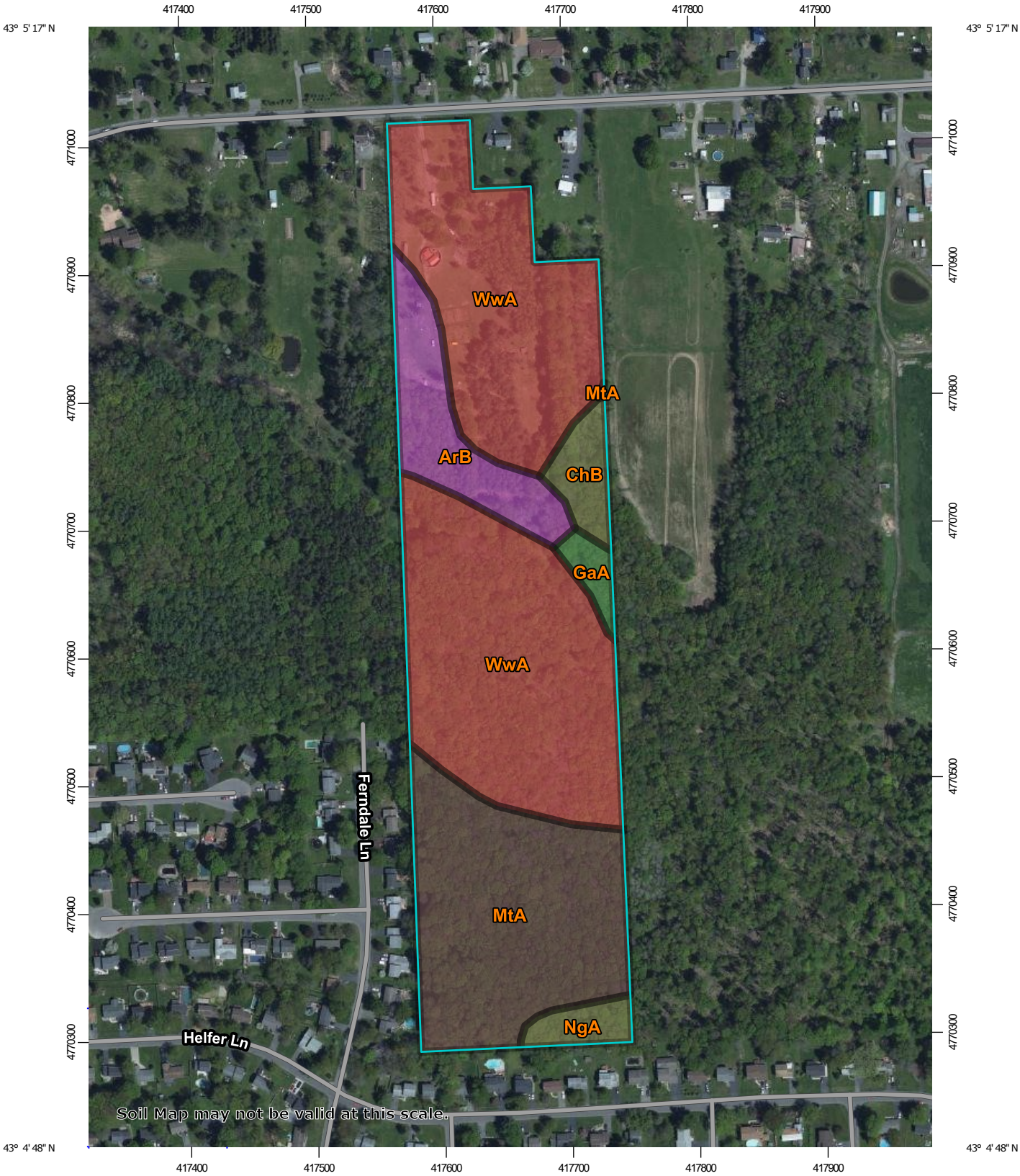
Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report
Map—Hydrologic Soil Group



Map Scale: 1:4,270 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
Survey Area Data: Version 15, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2020—Jun 17, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
ArB	Arkport very fine sandy loam, 2 to 6 percent slopes	A	2.6	9.5%
ChB	Collamer silt loam, 2 to 6 percent slopes	C/D	0.9	3.3%
GaA	Galen very fine sandy loam, 0 to 2 percent slopes	A/D	0.5	1.7%
MtA	Minoa fine sandy loam, 0 to 2 percent slopes	B/D	7.2	26.3%
NgA	Niagara silt loam, 0 to 4 percent slopes	C/D	0.6	2.3%
WwA	Williamson silt loam, 0 to 2 percent slopes	D	15.6	56.9%
Totals for Area of Interest			**27.5**	**100.0%**

Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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Appendix S

Cultural/Historic Resources Review

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 23, 2020

Allison Koch
Environmental Analyst
LaBella Associates, DPC.
300 State Street, Suite 201
Rochester, NY 14614

Re: NYSERDA
Kirkville Road Solar/1.6 MW/7 Acres
Town of Manlius, Onondaga County, NY
20PR06560

Dear Allison Koch:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

APPENDIX E

Full Environmental Assessment Form

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: RPNY 5, LLC Kirkville Road Solar Project		
Project Location (describe, and attach a general location map): 7390 Kirkville Road in the Town of Manlius, Onondaga County, New York (43.083927, -76011575) (Please refer to attached USGS Map)		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of a 1.6 MW solar energy system solar farm located on an approximately 6.95-acre portion of a 27.65-acre parcel (Parcel ID: 055.-01-10.1). The Project will involve the installation of ground mounted photovoltaic panels as well as associated access road, electric utility upgrades, power inverters and perimeter fencing for the solar energy system.		
Name of Applicant/Sponsor: RPNY Solar 5, LLC c/o Stephanie Loucas (Renewable Properties, LLC)	Telephone: 415-710-3834 E-Mail: stephanie@renewprop.com	
Address: 879 Sanchez Street		
City/PO: San Francisco	State: CA	Zip Code: 94114
Project Contact (if not same as sponsor; give name and title/role): Bergmann, c/o Kelly Sullivan	Telephone: 585-333-3116 E-Mail: khsullivan@bergmannpc.com	
Address: 280 East Broad Street, Suite 200		
City/PO: Rochester	State: NY	Zip Code: 14604
Property Owner (if not same as sponsor): Alemic Abdulah	Telephone: 315-560-4113 E-Mail: N/A	
Address: 6533 N. Manlius Road		
City/PO: Kirkville	State: NY	Zip Code: 13082

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	Town of Manilus Planning Board Application - Site Plan Referral	12/22/2020
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Manilus Planning Board - Site Plan Approval and Special Use Permit Approval	12/22/2020
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Onondaga County Planning Board	TBD
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	SHPO - No Effect; NYSERDA - Incentives; NYSDEC - SPDES GP-020-001	TBD - SHPO No Effect received: 10/23/2020
h. Federal agencies ☐Yes ☑No	USACE - NWP 51 (Non-Reporting) - if nec, USDA Rural Energy for America Funding	USACE - NWP 51 N/A, USDA TBD

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):

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):

Onondaga County Agricultural and Farmland Protection Plan

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?
Restricted Agricultural (RA)

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? East Syracuse - Minoa Central School District

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

c. Which fire protection and emergency medical services serve the project site?
Minoa Fire Department and Critical Response Committee emergency services

d. What parks serve the project site?
Ellis Field Park and Green Lakes State Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 6.95± acres
b. Total acreage to be physically disturbed? 6.95± acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 27.65± 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: _____ 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 N/A
ii. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; and N/A length
iii. Approximate extent of building space to be heated or cooled: N/A square feet

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

D.2. Project Operations

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

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

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

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

_____

_____

_____

_____

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

If Yes, describe: _____

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

If Yes:

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

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

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

If, Yes:

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

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

_____

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

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

If Yes:

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

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

_____

_____

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

If Yes:

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

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

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

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

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

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

_____

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

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

If Yes:

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

0 Square feet or 0 acres (impervious surface)

1,204 Square feet or 27.65 acres (parcel size)

ii. Describe types of new point sources. Limited Use Pervious Gravel Roadway

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)?

On-site surface water

- 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: 8:00 am - 6:00 pm
- Saturday: 8:00 am - 6:00 pm
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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:

Noise levels will increase during construction due to construction equipment during the hours of 8:00 AM - 6:00 PM Monday through Saturday.

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: 0.1 tons per Month (unit of time)
- Operation : N/A tons per N/A (unit of time)

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

- Construction: Waste will consist of office waste and cardboard items from deliveries. Most of the waste will be recyclable
- Operation: N/A

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

- Construction: A refuse container will remain on site during construction and be emptied by a licensed hauler as needed
- Operation: N/A

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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	0.15	0.00	-0.15
• Forested	23.66	19.42	-4.24
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.35	7.57	+4.22
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.49	0.49	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: Limited Use Pervious Gravel	0	0.17	+0.17

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): E734105

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

The former Greiner Orchard site is approximately 0.25 miles southwest of the project. The Greiner site is under an to environmental easement and includes ground water use restriction, soil management plan, land use restriction, site management plan, and IC/ EC plan.

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? 5.77± 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:

WwA - Williamson silt loam	56.9 %
MtA - Minoa fine sandy loam	26.3 %
ArB - Arkport very fine sandy loam	9.5 %

d. What is the average depth to the water table on the project site? Average: 2.26 feet

e. Drainage status of project site soils:
- ☑ Well Drained: 9.5 % of site
- ☑ Moderately Well Drained: 61.9 % of site
- ☑ Poorly Drained 28.6 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name NYS Wetland Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) SYE-11

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 Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:

Grey Squirrel | Rabbits | Eastern Chipmunks
White-tailed Deer | Raccoon | Migratory 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): Indiana Bat and Northern Long Eared Bat, tree clearing will be conducted during the winter months to avoid impacts to these species.

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: _____

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? 19.6 acres (All Areas are Prime Farmland)

ii. Source(s) of soil rating(s): NRCS Web Soil Survey

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.

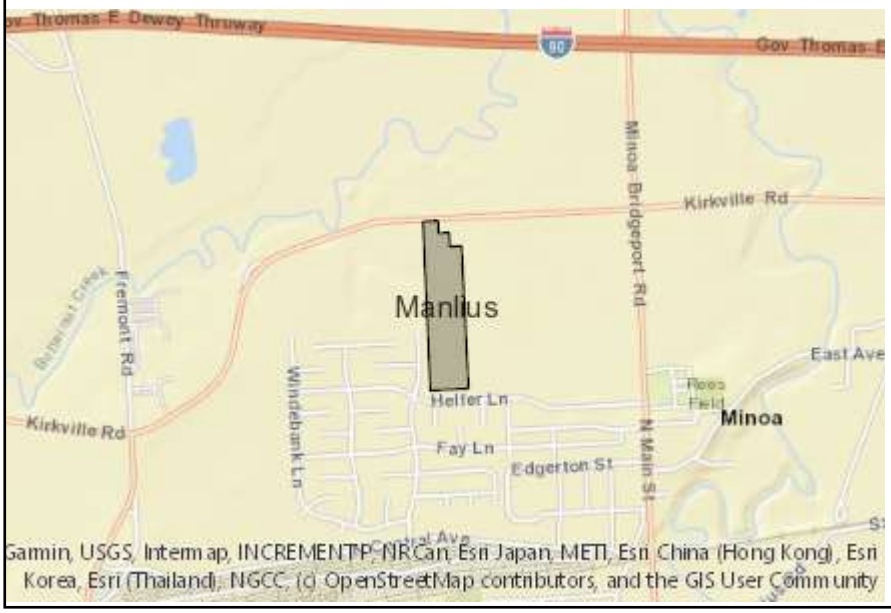
Applicant/Sponsor Name Kelly Sullivan - Bergmann Date December 21, 2020

Signature Kelly Sullivan Title Senior Project Manager

PRINT FORM

EAF Mapper Summary Report

Tuesday, December 15, 2020 2:39 PM



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

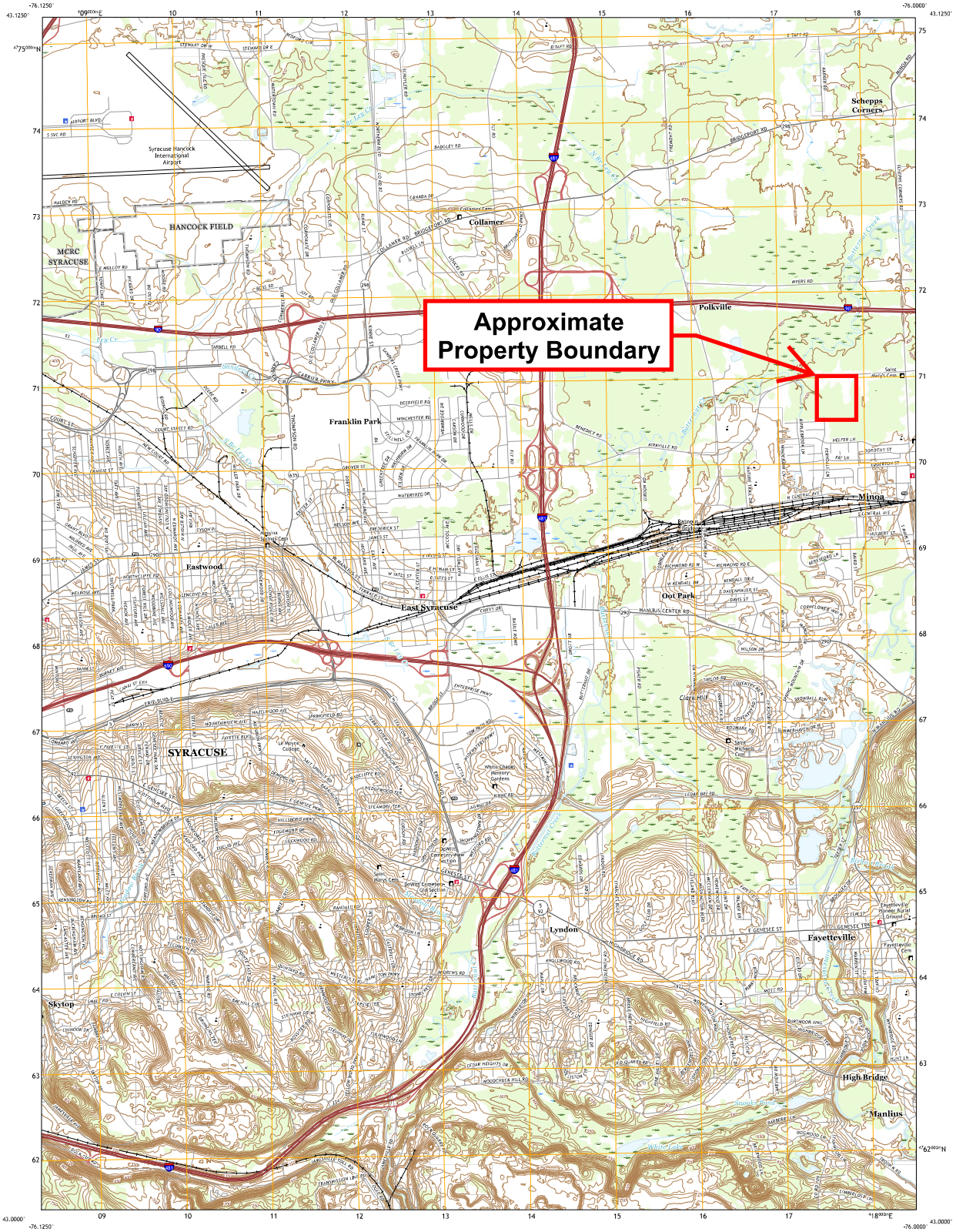
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	E734105
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):1451.0
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	SYE-11
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

SYRACUSE EAST QUADRANGLE
NEW YORK • ONONDAGA COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and 1 000-meter grid:Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery.....NAIP, August 2017 - December 2017
Roads.....U.S. Census Bureau, 2016
Names.....GNIS, 1980 - 2019
Hydrography.....National Hydrography Dataset, 1899 - 2019
Contours.....National Elevation Dataset, 1998 - 2018
Boundaries.....Multiple sources; see metadata file 2017 - 2018

Wetlands.....FWS National Wetlands Inventory 1978 - 2009

UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET
MN GN
12°20'
218 MILS
0°48'
13 MILS

U.S. National Grid
100,000-m Square ID
VN
Grid Zone Designation
18T

SCALE 1:24 000
KILOMETERS 0.5 0 1 1 2
METERS 1000 500 0 1000 2000
MILES 0.5
FEET 1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18

NEW YORK
QUADRANGLE LOCATION

1	2	3
4		5
6	7	8

1 Brewerton
2 Cicero
3 Cleveland
4 Syracuse West
5 Manlius
6 South Onondaga
7 Jamesville
8 Oran

ADJOINING QUADRANGLES

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route

SYRACUSE EAST, NY
2019

NSN
NGA REF NO. 4 3 0 1 5 2 7 4 2 1 0 6

APPENDIX G

Professional Fees Reimbursement Agreement

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT "G"

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the "Town") for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of Kirkville Road Solar: (the "Application"), Wildcat Renewables, LLC [name], a California based Limited Liability Company located at 879 Sanchez Street, San Francisco, CA 94114 [legal address] ("Applicant") relative to proposed development at 7390 Kirkville Road, East Syracuse, NY 13057 [project address], Tax Parcel # 313889 055.01.10.1, Manlius, New York, and related matters (the "Project") agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town's engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of October 8, 2020 The Applicant shall deposit an initial sum of $2,450.00 and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the "Deposit"). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town's commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

If any part of this Agreement or the application thereof to any person or entity or circumstance is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, entities or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision or part thereof, the court shall attempt to modify same to a provision or part which is not illegal, invalid or unconstitutional and which best achieves the intent of such illegal, invalid or unconstitutional provision or part thereof.

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 20__, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: 10/8/20_

Wildcat Renewables, LLC

Print Applicant Name | **Applicant's Authorized Signature/Title**

Applicant Address: 879 Sanchez Street San Francisco, CA 94114

Stephanie Loucas

Print Applicant (Principal) Name | **Applicant's Principal Signature**

Print Applicant (Principal) Name | **Applicant's Principal Signature**

Print Applicant (Principal) Name | **Applicant's Principal Signature**

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

dd/2017

TOWN OF MANLIUS

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I. Stephanie Lovcas, being duly sworn, deposes and says that (s) he is:
applicant
(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: October 14, 2020.

Stephanie Lucas
(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

879 Sanchez Street SF, CA 94114
(Mailing Address of Applicant)

415. 710. 3834
(Telephone Number)

Date: _____, 20_____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this _____ day of _____ in the year 20_____, before me, the undersigned, a notary public in and for said state, personally appeared _____, _____, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

_____
Notary Public

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Alameda }

On Oct. 14 2020 before me, V. K. Chopra, Notary Public,
(Here insert name and title of the officer)

personally appeared STEPHANIE H. LOUCAS,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

V. K. CHOPRA
COMM. # 2202947
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Comm. Exp. JUNE 26, 2021
MGC1 MGC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

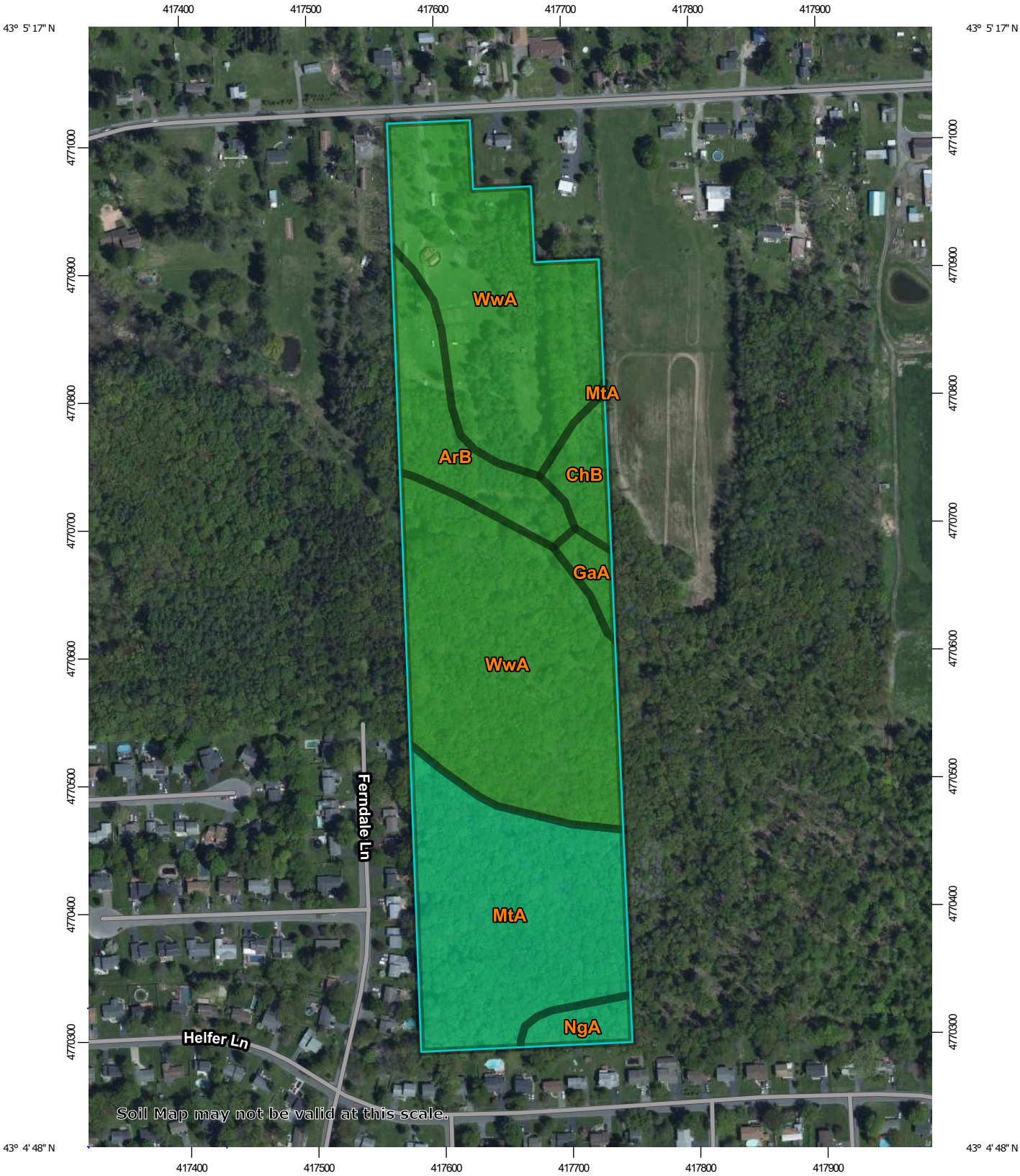
RPNY Solar 5, LLC – Kirkville Road Solar Project
Special Use Permit & Site Plan Review- Prime Farmland Supplemental

The proposed RPNY Solar 5, LLC Kirkville Road Solar Project ("Project") is located on farmland that is listed as Prime Farmland. The Property is located at 7390 Kirkville Road (Onondaga County Parcel ID: 055.-01-10.1) in the Town of Manlius, Onondaga County, New York. The soils located within on the Property are listed within Table 1 (Please refer to attached NRCS – Onondaga County Farmland Classification, RPNY Solar 5, LLC).

Table 1. RPNY Solar 5, LLC - Kirkville Road Solar Project

Farmland Rating	Acreage within Property Boundary	Percentage within Property Boundary
All Areas are Prime Farmland	19.7 acres	71.4 %
Prime farmland if drained	7.8 acres	28.6%

Farmland Classification—Onondaga County, New York
(RPNY Solar 5, LLC)



Map Scale: 1:4,270 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Lines

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated
- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Soil Rating Points

- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of statewide importance, if drained
- Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated

- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated
- Farmland of unique importance
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Onondaga County, New York
Survey Area Data: Version 15, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2020—Jun 17, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
ArB	Arkport very fine sandy loam, 2 to 6 percent slopes	All areas are prime farmland	2.6	9.5%
ChB	Collamer silt loam, 2 to 6 percent slopes	All areas are prime farmland	0.9	3.3%
GaA	Galen very fine sandy loam, 0 to 2 percent slopes	All areas are prime farmland	0.5	1.7%
MtA	Minoa fine sandy loam, 0 to 2 percent slopes	Prime farmland if drained	7.2	26.3%
NgA	Niagara silt loam, 0 to 4 percent slopes	Prime farmland if drained	0.6	2.3%
WwA	Williamson silt loam, 0 to 2 percent slopes	All areas are prime farmland	15.6	56.9%
Totals for Area of Interest			**27.5**	**100.0%**

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Renewable Properties, LLC
879 Sanchez Street
San Francisco, CA 94114
www.renewprop.com

December 22, 2020

Mr. Randy Capriotti
Director of Code Enforcement
Town of Manlius, NY
301 Brooklea Drive
Fayetteville, NY 10366

RE: Kirkville Road Solar Project Narrative

Dear Mr. Capriotti,

On behalf of RPNY Solar 5, LLC, we submit this letter as part of the Site Plan and Special Use Permit Application for the Kirkville Road Solar Project ("Project"), a small-scale community solar project located on approximately 7-acres of an approximately 27-acre parcel (APN: 313889 055.-01-10.1) of land in Onondaga County, NY. The land is currently zoned Restricted Agriculture (RA), and we have entered into a lease agreement with the property owner (Abdulah Alemic) to facilitate development of this project.

The Project will generate a total of approximately 1.6 megawatts (MWs) of clean alternating current (AC), reliable solar energy when complete and will interconnect to National Grid's pre-existing electrical distribution system, which is already located on-site. The power generated from this facility will be sold directly to consumers via the state's Community Distributed Generation program (commonly called community solar). This program allows customers to directly offset their energy use with local solar power while saving money on their electrical bills. Electricity generated from the Project will power roughly 327 homes per year with clean, renewable power.

The Project will utilize approximately 5,616 solar modules and 13 string inverters which convert the sun's energy into useable AC power. The Project will utilize a fix tilt system to accommodate the constrained nature of the site. The modules will be mounted on a steel racking system, which will be anchored into the ground using driven steel piers. The overall height of the array will be no more than 8 feet tall.

Construction for the project is anticipated to begin on/about July 15, 2021 and is anticipated to be completed around November 15, 2021. It is anticipated that the number of workers per day will vary according to construction stage during this four (4) month time period, but approximately 7 to 10 workers may be expected during non-peak activities. Approximately, up to 30 workers could be expected during peak construction activities. Peak activities are expected to last no more than 20 days.

This Project is an opportunity for the residents of Manlius to benefit from cleaner, cheaper electricity and contribute towards New York's ambitious renewable energy goals. We look forward to working with the Town of Manlius to advance this Project through the local land use review and approval process.

Sincerely,

RENEWABLE PROPERTIES

RENEWABLE PROPERTIES

Stephanie Loucas
Vice President, Development
415-710-3834

Kirkville Road Solar

RPNY Solar 5, LLC

Operations and Maintenance

The Kirkville Road Solar Project (Project) will require minimal servicing and will be remotely operated. As part of the longterm operations and maintenance of the Project, we expect approximately six regular trips a year and per manufacturer recommendations. Regular maintenance activities preformed during visit would include solar panel washing, vegetation management, and equipment maintenance. PV inverters, transformers, main switchgear enclosures, weather station, and other components will be visually inspected for signs of corrosion, or physical damage. These inspections will be conducted by authorized personnel.

Water for panel washing would be trucked to the site, and the runoff would percolate through the underlying soils. Ongoing operations include remotely monitoring the status and output of the system and alerts regarding faults, alarms, and output irregularities. Otherwise, the solar facility will operate itself by collecting energy from the sun.

Kirkville Road Solar Project

RPNY Solar 5

Project Decommissioning Plan

January, 2021

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5. Timeline

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- Appendix B: Estimated Decommissioning Costs

1 Introduction

RPNY Solar 5 ("RPNY 5") proposes to build a ground-mounted photovoltaic (PV) solar facility ("Solar Facility") in the Town of Manlius, referred to as the "Kirkville Road Solar Project." The Solar Facility is planned to connect to the local electrical grid and have a nameplate capacity of 1.625 megawatts (MW) alternating current (AC). The Solar Facility is proposed to occupy approximately 28 acres on Tax Parcel: 55.00-1-10.1, Town of Manlius, Onondaga County, NY (the "Facility Site").

This Plan assumes that the Solar Facility will have a useful life and a maturity date of thirty-five (35) years. Upon decommissioning, the Solar Facility will be dismantled, and the Facility Site restored to a state similar to its pre-construction condition. The Plan also covers the case of the abandonment of a Solar Facility, for any reason, prior to the project's 35-year maturity date. It is designed to provide a level of financial protection for the Town of Manlius.

This Decommissioning Plan ("Plan") provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to the restoration of land, the management of materials and waste, projected costs and a decommissioning cost and surety bond.

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

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, transformers, and other electrical equipment;
- Access roads*, wiring cables, perimeter fence; and,
- Concrete foundations.

This Decommissioning Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning.

2 The Proponent

RPNY 5 or the future owner-operator will manage and coordinate decommissioning process. RPNY 5 or the future owner-operator will obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location. RPNY 5 or the future owner-operator will be committed to the safety, health, and welfare of the hosting community.

The conditions and obligations of this Decommissioning Plan shall be bounded upon the RPNY 5, its heirs, executors, administrators, successors or assigns.

Contact information for the proponent is as follows:

Company:	RPNY Solar 5
Contact:	Stephanie Loucas
Address:	897 Sanchez Street, San Francisco, CA 94114
Telephone:	(207) 712-6113
Email:	stephanie@renewprop.com

2.1 Project Information

Address:	7390 Kirkville Road, East Syracuse, NY 13057 (43.122360 N, 78.384920 W)
Tax ID:	55.00-1-10.1
Project Size:	Solar Facility of 1.625 MW AC
Property Owner:	Alemic Abdulah
Site Agreement:	Signed option agreement to lease or purchase the property

3 Decommissioning of the Solar Facility

The project may be decommissioned under the following conditions:

1. RPNY 5 or any entity that may own or operate the facility in the future (the "future owner-operator") decides to retire the Solar Facility;
2. Commercial operation of the Solar Facility has not commenced within eighteen (18) months of the project's construction completion; or
3. The Solar Facility ceases to be operational for more than twelve (12) months outside of routine repairs or causes beyond the reasonable control of RPNY 5 or the future owner operator.

RPNY 5 will provide a financial guarantee to the Town of Manlius prior to undertaking construction in the form of a surety bond to guarantee that money is available to perform the Solar Facility decommissioning. Although RPNY 5 intends to perform the decommissioning, unforeseen circumstances such RPNY 5 selling the project to another entity or RPNY 5 going out of business are possible. The surety bond will be renewed annually and will remain available to any party performing the decommissioning, such as a municipality or a landowner.

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. The Facility Site will be restored to a state similar to its preconstruction condition, as further described in the Site Restoration sub-section below. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations.

All applicable permits will be acquired, and compliance with the State Environmental Quality Review (SEQR) requirements will be achieved.

In the unlikely scenario that RPNY 5 or the future owner-operator cannot execute the decommissioning, the Town of Manlius may commence the decommissioning through the surety bond established to cover the expenses.

3.1 Equipment Dismantling and Removal

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

1 The Solar Facility shall be disconnected from the utility power grid.

2 PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold on the market. Although the PV modules will not be cutting edge technology at the time of decommissioning, they are estimated to still produce 80% of the original electricity output at year 25 and add value for many years.

3 All aboveground electrical interconnection and distribution cables and poles shall be removed and disposed off-site at an approved facility.

4. In accordance with NYSDAM guidelines, all underground direct buried electrical conduits and conductors with less than 48-inches of cover shall be removed by means causing the least amount of disturbance possible.
5. Underground electric conduits and direct buried conductors with 48-inches or more of soil cover shall be abandoned in place. In accordance with NYSDAM guidelines, abandoned conduit must be sealed or capped in accordance with the best practices at the time of decommissioning to avoid the potential to direct subsurface drainage onto neighboring land uses.
6. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site or recycled/salvaged at an approved facility.
7. Electrical and electronic devices, including transformers, inverters, switchgear, and support structures shall be removed and disposed off-site at an approved facility. Any components not required for return to the power authority will be disposed off-site or recycled/salvaged at an approved facility.
8. Concrete foundations shall be removed and disposed off-site at an approved facility. In accordance with NYSDAM guidelines, access roads in agricultural areas shall be removed, unless otherwise specified by the landowner. If access roads are to be removed, the areas should be regraded with topsoil from recorded excess native topsoil disposal areas. If suitable topsoil from these areas is unavailable, imported topsoil may be used as long as it is free of invasive species and consistent with topsoil quality on the affected site.
9. Fencing and gates shall be removed and will be disposed off-site at an approved facility.

3.2 Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects like those of the construction phase. There is the potential for ground disturbance, erosion/sedimentation, soil compaction, spills, and related impacts to adjacent watercourses or significant natural features. Construction best management practices and mitigation measures, similar to those employed during the construction phase of the Solar Facility, will be implemented. These will remain in place until the site is stabilized and the ground cover has been reestablished in order to mitigate erosion, silt/sediment runoff and any impacts on significant natural features or water bodies located adjacent to the Project Site.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in vehicle trips to the project location. Work will be undertaken during daylight hours and will conform to any applicable restrictions. Recycling of structural components will be maximized to the extent possible to reduce solid waste disposal.

3.3 Site Restoration

During the decommissioning phase, all project components (Appendix A) will be removed, and the Facility Site will be restored to a state similar to its pre-construction condition. The site is currently considered vacant land, so the goal of site restoration for this Facility Site is as a vacant field. At the time of decommissioning, RPNY 5 or the future owner-operator will coordinate with the landowner and the Soil and Water Conservation District.

Additionally, if access roads in agricultural areas are removed in accordance with landowner wishes, topsoil will be returned from recorded excess native topsoil disposal areas, if present, or topsoil free of invasive species will be imported consistent with the quality of the topsoil on the affected site.

Rehabilitated lands shall be re-seeded to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

3.4 Managing Materials and Waste

Through the decommissioning phase, a variety of excess materials and wastes will be generated (Appendix A). Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate facility. RPNY 5 or the future owner-operator will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

RPNY 5 or the future owner-operator will be responsible for the logistics of collecting and recycling the PV modules and to minimize the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. It is anticipated there will be more recycling options available for solar modules at the end of the project lifespan. RPNY 5 or the future owner-operator will determine the best way of disposing of the solar modules using best management practices at the time of decommissioning. RPNY 5 or the future owner-operator will coordinate with the municipality if the disposal of any project component at the municipal waste facility is necessary.

3.5 Decommissioning During Construction or Abandonment Before Maturity

In case of abandonment of the Solar Facility during construction or before the Expected Decommissioning Date, the same decommissioning procedures used for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be completed, in as far as construction proceeded before abandonment. The Solar Facility will be dismantled, materials removed and recycled/disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition.

3.6 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the work at the Facility Site. The Town of Manlius will be notified prior to commencement of any decommissioning activities. In accordance with NYSDAM guidelines, RPNY 5 or the future owner-operator will also notify NYSDAM prior to decommissioning.

Notification activities will be initiated six months prior to decommissioning. At this time, RPNY 5 or the future owner-operator will update their list of stakeholders and notify appropriate jurisdictions and overseeing agencies of decommissioning activities. Federal, county, and local authorities, including the utility company, will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

3.7 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow the regulatory standards of the day. RPNY 5 or the future owner-operator will ensure that any required permits are obtained prior to decommissioning. This Decommissioning Report will be updated as necessary in the future, but not less

than every five years, to ensure that changes in technology and site restoration methods are taken into consideration.

4 Costs of Decommissioning & Decommissioning Bond

The current cost to decommission the 1.625 MW Solar Facility has been estimated on behalf of RPNY 5 by their engineering consultants, following industry standards and using guidance from NYSERDA, at $147,135 (see Appendix B). The cost estimate is based upon the best available information and engineering and demolition experience with other types of construction projects.

In addition, the salvage values of valuable recyclable materials (aluminum, steel, copper, etc.) have *not* been factored into the decommissioning cost estimate, and the scrap value will be determined on current market rates at the time of salvage.

At the start of construction, RPNY 5 will post a surety bond in the amount of approximately $261,289 which is the total amount at the project's 30-year maturity (see Appendix B).

5 Estimated Timeline

RPNY 5 has prepared a timeline for the major actions to be undertaken during decommissioning. As it is difficult to know what specific approvals and protocols will be in place when decommissioning begins, the timing of these actions is estimated based on best available information.

- Notifications to Stakeholders: Months 0 to 6 (Town notified 6 months prior to decommissioning activities)
- Permitting and environmental review: Months 2 to 6
- Physical Decommissioning and Removal of Equipment: Months 6 to 9
- Restoration: Months 6 to 15 (depending on timing of growing season)

APPENDIX A

Management of Excess Materials and Waste

Materials/ Waste	Means of Managing Excess Materials and Waste
PV Modules	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal, and semiconductor materials will be separated and recycled.
Metal racking	These materials will be disposed off-site at an approved facility
Transformers and substation components	The small amount of oil from the transformers will be removed onsite to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer, step-up transformers and the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, switchgear and fixtures	The metal components of the inverters, fans, and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads; however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused as fill for construction. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the aggregate, a large portion of the geotextile will be “picked up” and sorted out at the aggregate reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.
Concrete inverter/ BESS/ transformer foundations	Concrete foundations will be broken down and transported by certified and licensed contractor to a recycling or approved disposal facility.
Cables and wiring	The aboveground electrical line that connects the substation to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices. Underground conduits, conductors, and other facilities originally installed at less than 48” in depth will be removed and recycled or safely disposed of in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Utility Poles	Customer-owned utility poles will be dismantled and transported to a licensed treated wood recycling facility to be assessed for reuse for operational use or for secondary use in construction projects.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

APPENDIX B

Estimated Decommissioning Costs

Slayton A Solar Farm

Description	Qty	Unit	Unit Price	Total
Remove Rack Wiring	1.625	per MW	$1,500	$2,438
Remove Panels	1.625	per MW	$2,000	$3,250
Dismantle Racks	1.625	per MW	$5,000	$8,125
Remove Electrical Equipment	1.625	per MW	$1,500	$2,438
Remove Utility Poles & Wires	1	Lump Sum	$5,000	$5,000
Breakup and Remove Concreate Pads	1	per Pad	$2,500	$2,500
Remove Racks	1.625	per MW	$3,000	$4,875
Remove Cables	1.625	per MW	$2,500	$4,063
Remove Posts or Ground Screws	1.625	per MW	$6,000	$9,750
Remove Wire Mesh Fence	2,330	per LF	$3	$6,990
Remove Gravel Road	7,610	per SF	$0.75	$5,708
Earthwork & Grading to Restore to Original Contours	2000	per CY	$2.00	$4,000
Seed Disturbed Areas	270,000	per SF	$0.25	$67,500
Disposal and Transportation to Recycling Center	1	Lump Sum	$8,000	$8,000
E&S Controls & Environmental Monitoring	1	Lump Sum	$7,500	$7,500
Contractor Mobilization & Demobilization	1	Lump Sum	$5,000	$5,000
Decommissioning Cost – Current Total				$147,135
Decommissioning Cost After 30 Years (2% Inflation Rate)				$261,289

Decommissioning Bond Value with Escalation Rate of 2%	
Year	Amount
1	$147,135
2	$150,078
3	$153,079
4	$156,141
5	$159,264
6	$162,449
7	$165,698
8	$169,012
9	$172,392
10	$175,840
11	$179,357
12	$182,944
13	$186,603
14	$190,335
15	$194,142
16	$198,024
17	$201,985
18	$206,025
19	$210,145
20	$214,348
21	$218,635
22	$223,008
23	$227,468
24	$232,017
25	$236,657
26	$241,391
27	$246,218
28	$251,143
29	$256,166
30	$261,289

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2020-AEA-12293-OE

Issued Date: 12/22/2020

Faris Matin
Renewable Properties
2914 Larkin St
San Francisco, CA 94109

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Solar Panel Kirkville Road Solar Corner Point 2
Location:	Manlius, NY
Latitude:	43-05-14.42N NAD 83
Longitude:	76-00-45.99W
Heights:	405 feet site elevation (SE) 30 feet above ground level (AGL) 435 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 06/22/2022 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

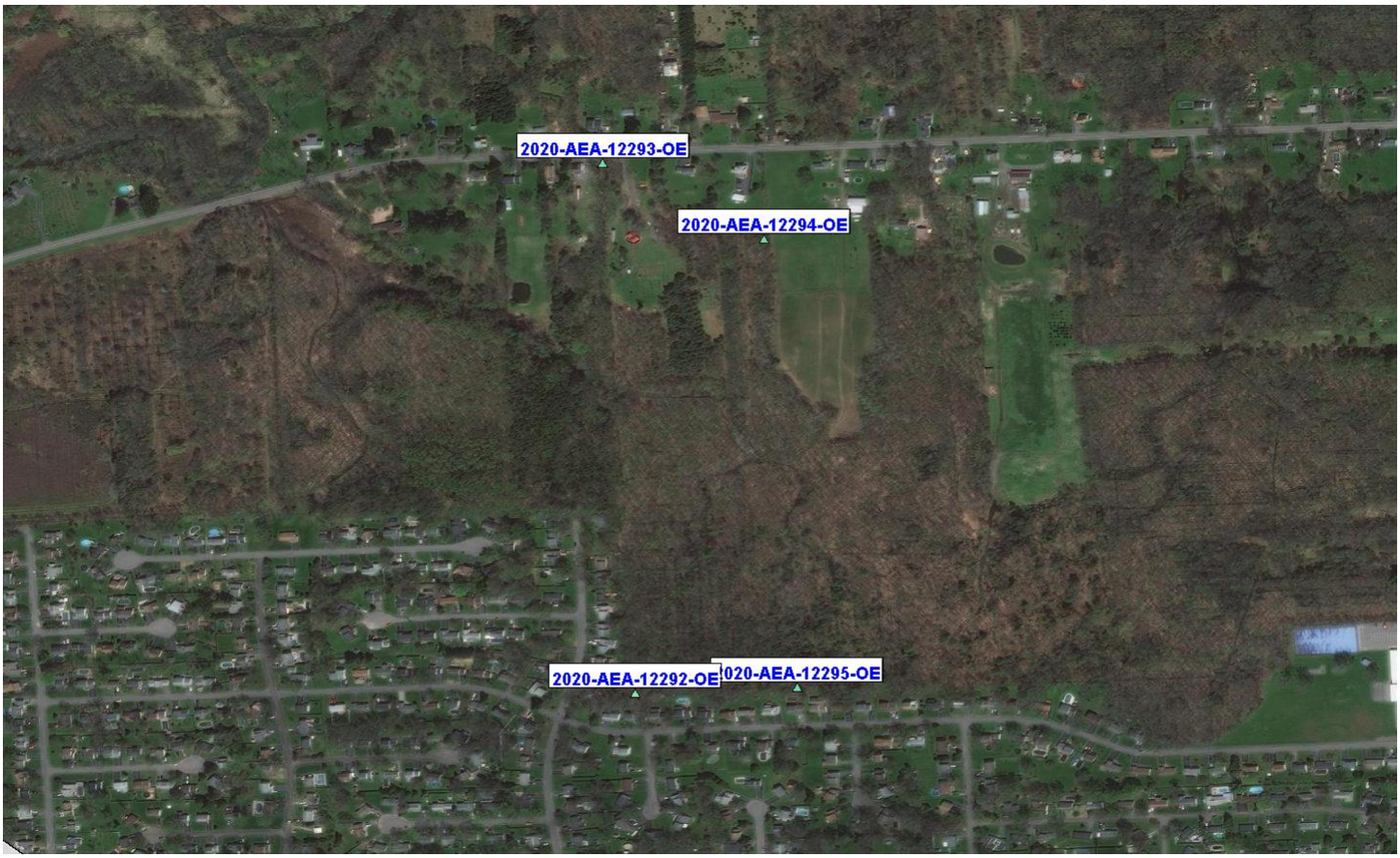
If we can be of further assistance, please contact our office at (404) 305-6531, or darin.clipper@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AEA-12293-OE.

Signature Control No: 457280982-460273086 (DNE)
Darin Clipper
Specialist

Attachment(s)
Case Description
Map(s)

1.6 MW AC Ground Mounted Photovoltaic System. Structure height are transmission poles. Array is 8 ft high.

Verified Map for ASN 2020-AEA-12293-OE



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February 10, 2021

VIA ELECTRONIC MAIL & FEDERAL EXPRESS

Planning Board
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066

Attention: Lisa Beeman, Planning Board Secretary

RE: Application for the Necessary Zoning Approvals from the Town of Manlius by CVE North America, Inc. to Construct and Operate a Large Scale Photovoltaic Energy System located off Duguid Road (Tax Parcel No. 99-1-3) in the Town of Manlius, County of Onondaga, State of New York (the "Project").

Dear Members of the Planning Board:

CVE North America, Inc., the contract vendee of the subject property ("**CVE**" or the "**Applicant**") proposes to construct and operate a Large Scale Photovoltaic Energy System (the "**Project**") on property owned by Duguid Realty Corp. (the "**Landowner**") located off Duguid Road (Tax Parcel No. 99-1-3) (the "Site") in the Town of Manlius (the "**Town**"). The Project is intended to generate and deliver renewable electric energy to the Manlius community and for the public benefit, generally.

The Site consists of approximately 240± acres of vacant land. The Project will consist of a 15 MW (AC) ground mounted solar array and associated electric interconnection infrastructure connecting to National Grid's power grid, all as shown on the enclosed site plan drawings prepared by Tectonic Engineering Consultants, Geologists and Land Surveying D.P.C. ("**Tectonic**"), dated December 14, 2020, and last revised February 8, 2021 (the "**Site Plan**").

The Site is located both in the Town's Residential Agricultural ("R/A") zoning district. Large scale photovoltaic energy systems ("LSES") are permitted in the R/A zoning district by special permit and site plan approval from the Planning Board (see Town of Manlius Code (the "**Code**") §§ 155-27.2(D)(3)(a)(3), 155-27.2(E)(3)(b)). CVE is also proposing to subdivide the Site into four (4) parcels (the "Subdivision"). The Subdivision will also require approval from the Planning Board (Code § 127-6 et seq.).

Accordingly, please accept the following exhibits and enclosures as CVE's application for the required special permit, site plan approval and subdivision from the Planning Board (as well as any other zoning approvals that may be required to construct and operate the Project):

Exhibit A: Completed Town application forms;

Exhibit B: Project description, including proof of need and applicable legal standards;

Exhibit C: Proof of compliance with the Town's Solar Photovoltaic Systems Law set forth in Code §§ 155-27.2 et seq.;

Exhibit D: Proof of compliance with the Town's special permit standards set forth in § 155-27 of the Code;

Exhibit E: Proof of compliance with the Town's site plan review standards as set forth in §§ 155-28 et seq. of the Code;

Exhibit F: Proof of compliance with the Town's subdivision requirements set forth in § 127-6 et seq. of the Code;

Exhibit G: 11″ x 17″ copy of the Site Plan and survey;

Exhibit H: Completed Long Form Environmental Assessment Form ("**EAF**");

Exhibit I: Non-interference analysis;

Exhibit J: Site survey;

Exhibit K: Grounding certification letter;

Exhibit L: Current deed and proof of the Landowner's consent to the Project and the Application;

Exhibit M: Preliminary visual impact assessment;

Exhibit N: Information regarding application to utility interconnection;

Exhibit O: Draft decommissioning plan;

Exhibit P: Legal description of the Site; and

Exhibit Q: Proof of notice of the Application to the Village of Manlius.

- Twelve (12) copies of this application booklet;
- Twelve (12) full-size copies and one (1) digital copy of the Site Plan;

- A check payable to the Town of Manlius in the amount of $2,450 [$300 (Planning Board fee), $250 (special permit fee), $575 (legal fees) and $1,325 (engineering fees)].

Because the Site is located within 500′ of a State or County resource (the Town/Village of Manlius municipal boundary), this Application must be referred to the Syracuse Onondaga Planning Agency pursuant to General Municipal Law § 239-m. An extra copy of the Application materials is attached enclosed for such referral.

We respectfully request the Application be placed on the Planning Board's next available meeting agenda. Do not hesitate to contact me if you have any questions or if you require any additional information prior to the meeting.

Thank you.

Very truly yours,

Jared C. Lusk

cc: Carson Weinand
Lara Pruschki

EXHIBIT A

TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)

DATE: February 9, 2021 Tax Map # 99-1-3

I Jared C. Lusk, Esq. as applicant relative to property located at off Duguid Road hereby request/apply for issuance/renewal (CIRCLE ONE) of a **SPECIAL PERMIT** from the Town of Manlius Town Board as required by the Town of Manlius Code, submit the following application and documentary evidence and/or information, including comprising the Exhibits in support of this request and certify that it is correct, true and accurate to the best of my/our knowledge and after reasonable due diligence and investigation. I further knowledge and agree that should any such evidence or information be later determined as false or not credible in any material respect, any special permit issued/renewed based thereon may be determined by the Town Board as void from the start or revocable.

CVE North America, Inc., by its attorneys, Nixon Peabody LLP, by Jared C. Lusk

Applicant's Signature

A 1. Owner(s) of property: Duguid Realty Corporation

A 2. Status (Owner, Lessee) of each applicant: Lessee

A 3. Present Zoning of Property: A/R

A.4. Present Use of Property (describe in detail as best as reasonably possible- add additional pages as needed): Vacant

A5Describe property condition at present: Vacant

B 1. Proposed use of property: Large Scale Photovoltaic Energy System

B 2. Anticipated number of employees, guests, customers on property:
None - stand alone

B 3. Hours of Proposed Operation: 24 hours/day, seven (7) days/week

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B 4. Anticipated Automobile Parking: See Exhibit G; adequate parking is provided in the driveway surrounding the site to handle the occasional visitor.

B 5. Parking Area Buffer/Screening: Not applicable.

B 6. Anticipated Vehicle Traffic Volume/Flow: 2 vehicles/month (electrician/landscaper)

B 7. Proposed Site Lighting: None

B 8. Anticipated noise sources, known decibel levels: None

B 9. Landscape:

a) Existing landscaping: The existing landscaping is shown on Sheets SK 102-106 of Exhibit G.

b) Proposed landscaping: TBD

B 10. Proposed Signage: None

B 11. Level of municipal and other services required to support the proposed activity (i.e., water supply sanitary sewage facilities): None

B 12. Specific Requirements:

	Town Code (District) Requirement;	Proposal:
Parking Spaces	TBD	2
Lot Coverage	N/A	N/A
Front Yard Setback	50'	936' / 1774' / 53'
Side Yard Setback	50'	51' / 52' / 58'
Rear Yard Setback	50'	50' / 51' / 52'
Maximum Height of Building	N/A	N/A

dd/2017

4841-4706-3001.1

EXHIBITS TO SPECIAL PERMIT APPLICATION:

1. Detailed site plan of any proposed construction anticipated (attach as Exhibit "A"). The Town Board requires that drawings be certified by the appropriate design professional, i.e. a licensed engineer, architect, or surveyor, and include, except as may be permitted at #10 below, at time of application such detail as required per Town Zoning Code §155-28A (1) (13) for site plan submission.

   See Exhibit G.

2. Survey Map (Exhibit "B") Certified by a licensed surveyor within two years of date of application. Survey should show all existing state of facts, improvements, structures, easements, rights-of-way, appropriations, landscape features, encroachments and existing pavement on site. Any survey map last re-dated prior to 60 days before the application filing date shall be accompanied by an affidavit from the applicant, owner or occupant, i.e. someone with personal knowledge, that the survey map accurately shows the state of facts of the survey map as of the date of the application filing or if it does not the affidavit should describe any change features.

   See Exhibit J.

3. Legal description of proposed site (Exhibit "C"). The legal description must be in a form sufficient to follow the legal description on the survey map submitted.

   See Exhibit D.

4. Drainage, SWPPP if applicable, sanitary sewer, water service plans and specifications for proposed site (certified by a licensed professional engineer). Attach as Exhibit "D" and as applicable, numbered sub-exhibits e.g. "D-1", "D-2" etc.

   The SWPPP will be provided once the project plans are more refined.

5. Environmental Assessment Form (Exhibit "E"). A short environmental assessment form (see attached form) may be provided with any application for an unlisted action, however acceptance of same shall not be deemed a waiver by the Town of its right to require a long EAF with appropriate documentary substantiation of answers provided (including without limitation #6 following). For Type One Actions a long EAF must be submitted at time of application.

   See Exhibit H.

6. Freshwater Wetlands Letter. Pursuant to 6 NYCRR 663.4(a), where the application involves conduct of regulated activity on freshwater wetlands or adjacent areas, the applicant must obtain either a permit or letter of permission from the DEC or the authorized local government having jurisdiction over the wetland. Any delineation such determination is based on shall likewise be provided. Attach as Exhibit "F" and as applicable, with numbered sub-exhibits.

   Not applicable.

7. Professional Fees Reimbursement Agreement (Exhibit "G").

   See Exhibit A.

8. Disclosure Affidavit. The applicant shall submit an affidavit attesting it has reviewed General Municipal Law §809 and is familiar with the provisions contained therein, that no state officer, or any officer or employee of the County of Onondaga or Town of Manlius has any interest in the person, partnership or association owning the premises subject of the application or making such application, and that no other violation of §809 shall result from such application (Exhibit "H").

   See Exhibit A.

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9. Filing and Professional Review Fees. At the time of application filing, applicant shall submit $100.00 in the form of a check payable to the Town of Manlius for Special Permit filing or renewal fees. Site Plan filing and Professional Review fees must be paid per Town Code Fee Schedule prior to commencement of Planning Board advisory review.
The required fees are enclosed.

10. NOTE: THE ABOVE ARE NOT INTENDED AS AN EXHAUSTIVE LISTING OF THE APPLICATION REQUIREMENTS. THE APPLICANT SHALL BE RESPONSIBLE FOR FAMILIARIZING ITSELF WITH ALL TOWN CODE ZONING, SITE PLAN REVIEW, AND SPECIAL PERMIT REQUIREMENTS, AND THE REQUIREMENTS OF OTHER INVOLVED AND PERMITTING AGENCIES INCLUDING RELATIVE TO SEQRA, GENERAL MUNICIPAL LAW SECTION 239 REVIEW, STATE/COUNTY DOT, DOH AND THE LIKE.

THE FOREGOING NOTWITHSTANDING IT IS ACKNOWLEDGED THAT UPON INITIAL APPLICATION CERTAIN OF THE ABOVE MAY NOT, WITHOUT INITIAL INPUT FROM THE TOWN BOARD OR PLANNING BOARD, BE REASONABLY CAPABLE OF FINAL COMPLETION, AND ACCORDINGLY MAY BE WAIVED OR SUCH REQUIREMENTS RELAXED TEMPORARILY AND UNTIL SUFFICIENT SPECIFIC DIRECTION FROM THE RESPECTIVE BOARDS HAS BEEN GIVEN. AT TIME OF SUBMISSION THE APPLICANT SHALL SPECIFICALLY REFERENCE ANY SUCH REQUEST(S) AND ITS REASON(S) FOR SAME IN A DETAILED ENCLOSURE LETTER DESCRIBING THE SUBMISSION AND EXHIBITS.

RENEWAL APPLICATIONS SHALL REQUIRE ONLY SUCH OF THE FOREGOING INFORMATION AND EXHIBITS AS ARE DEEMED NECESSARY FOR CONSIDERATION OF A RENEWAL PERMIT INVOLVING NO MATERIAL CHANGES FROM OR VIOLATIONS UNDER THE PRIOR ISSUED SPECIAL PERMIT.

APPLICATIONS SHALL BE SUBMITTED IN BOUND TABBED BOOKLET FORM WITH A COVER LETTER, TABLE OF CONTENTS REFERENCING EXHIBITS, AND LEGIBLE 11"by 17" MINIMUM DRAWINGS FOLDED TO LETTER SIZE THEREIN. TWENTY COPIES SHALL BE DELIVERED TOGETHER WITH SEVEN (7) FULL SIZE PRINTS OF ALL DRAWINGS. SUBSEQUENT SUBMISSIONS OF MINOR MODIFICATIONS MAY BE SUBMITTED IN THE SAME MANNER WITH A LETTER REFERENCING THE SPECIFICS OF THE SUBSTITUTION, HOWEVER IF NUMEROUS OR MATERIAL IN NATURE ENTIRE REPLACEMENT SUBMISSIONS MAY BE REQUESTED.

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT "G"

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

As a condition of the application(s) to the Town of Manlius, its Zoning Board of Appeals, Planning Board, codes administration/planning office, and/or Town Board (the "Town") for various zoning, land use, construction and related reviews, approvals, certificates, permits and related consideration(s) (including for any local governmental assisted funding) related to the request of _____: (the "Application"), _____ [name], CVE North America, Inc. 109 W. 27th Street, 8th Floor, New York, NY 10001 [legal address] ("Applicant") relative to proposed development at Off Duguid Road [project address], Tax Parcel # 99-1-3, Manlius, New York, and related matters (the "Project") agrees as follows:

The Application and Project may or will likely entail that the Town incur legal, engineering, architectural, administrative and related expense(s) including, without limitation, for both on staff and third party consultants involved in the consideration of the Application and Project, and including, without limitation, attendance at Zoning Board of Appeals, Planning Board, and Town Board meetings, consultation with the Applicant, its or the Town's engineer, architect, attorney, and/or other Town officers and employees, or consultants or professional service providers, incidental to the Application from the earlier of the filing of the Application for and/or first presentation of the Project to Town, and through final completion and issuance of all Town and other governmental permits, certifications and approvals.

In connection with and consideration of the foregoing, Applicant agrees to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the Application and Project, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the Application or Project.

In connection with the foregoing, Applicant shall reimburse the Town for time spent by outside consultants and professionals at the usual rate charged by them to private clientele, or if none, then the usual rate charged to municipalities. Reimbursement for the cost of Town employees and officers shall be based upon the cost to Town for the services of such persons, including salary and fringe benefits, reduced to an hourly rate and including overtime where directly attributable to the Application or Project.

Should the Town determine, in its sole discretion, that additional services are required to represent, supervise, inspect, evaluate and/or consult, including in order to protect the rights and/or interests of the Town such as relative to an enforcement or violation proceeding, the Applicant shall likewise bear all costs associated with such services.

This Agreement shall be effective as of February 9, 2021. The Applicant shall deposit an initial sum of $_____, and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the "Deposit"). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

The Applicant shall receive periodically, one or more statements detailing charges for which reimbursement has been made against the Deposit, detailing unpaid amounts, if any, and setting forth any additional Deposit required by the Town. Failure to pay any amounts due the Town of Manlius within twenty (20) days of the date of statement may result in the termination of work/services by Town relative to the Application, the non-issuance suspension or revocation of any certificates, permits or approvals, and/or denial of applications, the Town's commencement of collection efforts, and/or the exercise of any other rights or remedies available to Town hereunder or pursuant to applicable law, including under the Town Code. No certificates, approvals or permits, including, without limitation, Certificates of Occupancy/Compliance, may be issued until all fees due hereunder are paid or sufficient Deposit for same made.

Notwithstanding any provision hereof to the contrary or otherwise, the intent of this Agreement is to subject all of those subject matter areas under applicable provisions of Federal, State, and County laws, rules and regulations whatsoever, the Town Code including as any of same may be amended from time to time, and without limitation, those provisions under Chapters 59, 63, 72, 83, 95, 96, 104, 119, 123, 125, 126, 127, 131, 147, and 155 of the Town Code to the provisions hereof; in addition any financing or funding applications incidental to the Application or Project and requiring sponsorship or support of Town, and review under the State Environmental Quality Review Act or other State or Federal environmental, historical or related laws, rules or regulations shall likewise be subject to the provisions hereof.

In addition, and notwithstanding any provisions hereof to the contrary or otherwise, any provisions of the Town Code or other laws, rules or regulations providing rights more favorable to and protective of Town shall be deemed incorporated herein by reference, and shall not be deemed superseded by less protective provisions herein.

In the event of a breach or default by Applicant, Town shall be entitled to pursue any and all legal rights and remedies pursuant to applicable law including, without limitation, the Town Code and shall be entitled to recover, in addition to any sums due, reasonable attorney's fees, costs and disbursements incurred in any such efforts.

If any part of this Agreement or the application thereof to any person or entity or circumstance is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, entities or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision or part thereof, the court shall attempt to modify same to a provision or part which is not illegal, invalid or unconstitutional and which best achieves the intent of such illegal, invalid or unconstitutional provision or part thereof.

The Town Supervisor has executed this agreement pursuant to a blanket Resolution adopted by the Town Board at a meeting thereof held on _____, 2021, and is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town of Manlius.

In the event Applicant is a closely held corporation, partnership or limited liability company, its three (3) largest principals shall be signatories to this Agreement, as joint and severable parties with Applicant and Town.

This instrument shall be executed in triplicate. At least one original shall be permanently filed, after execution thereof, in the office of the Town Clerk and one in the Code Enforcement Office.

Dated: 2/9/21

Jared C. Lusk
Print Applicant Name

Applicant's Authorized Signature/Title

Applicant Address: CVE North America, Inc., by its attorneys, Nixon Peabody LLP,

By Jared C. Lusk

Print Applicant (Principal) Name **Applicant's Principal Signature**

Print Applicant (Principal) Name **Applicant's Principal Signature**

Print Applicant (Principal) Name **Applicant's Principal Signature**

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

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4841-4706-3001.1

Expected Fee: _____

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION

DATE: February 9, 2021

Name of Project: CVE North America, Inc. Large Scale Photovoltaic Energy System

Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.

Location of Project: Off Duguid Road

Type of Project:

○ Division of Land ◉ Subdivision ○ Accessory Use ○ Zone Change ◉ Site Review ○ Other _____

Developer: CVE North America, Inc. Phone: (239) 784-8080

Address: 109 W. 27th Street, 8th Floor, New York, NY Zip: 10001

Tax Map Number(#)/s: 99-1-3

Present Zoning: R/A Desired Zoning: R/A

Total Acreage: 240± Total Number of Lots: 4

Property Owner/s: Duguid Realty Corporation Phone: _____

Address: 6248 Steinway Drive, Jamesville, NY Zip: 13078

Tax Map#(s): 99-1-3 Owner's Signature: See Exhibit L

Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Use next page for additional known property owners' information

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Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ○ Credit/Debit Card ○ Check ○ Cash

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION
(continued)

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

EXHIBIT B

EXHIBIT B

PROJECT DESCRIPTION AND APPLICABLE LEGAL STANDARDS

CVE North America, Inc. ("**CVE**") is a solar energy provider that is developing, building, owning and operating solar energy projects in the Northeastern United States. CVE is developing projects in New York State in response to Governor Cuomo's "Green New Deal" which aims to (i) reach 6,000 megawatts of installed renewable energy infrastructure in New York by 2025 (up from 3,000 megawatts in 2023) and (ii) meet 70 percent of New York's statewide electricity needs with renewable energy by 2030.

In furtherance of New York State's energy initiatives, CVE intends to develop a solar energy project in the Town of Manlius, to be interconnected to the New York State electrical grid via an interconnection agreement with National Grid (the "**Project**"). Although CVE will submit the application materials that are required to obtain the local land use approvals and permits for the Project as required by the Town Zoning Code, under New York law, utility projects including those like the Project, involving electrical energy generation, storage, and/or conversion facilities are entitled to a relaxed zoning standard, particularly where the local zoning regulations would otherwise require a use variance. See Consolidated Edison Co. v. Hoffman, 43 N.Y.2d 598, 610 (1978); Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364, 372 (1993); Mammina v. Zoning Bd. of Appeals of Town of Cortlandt, 110 Misc. 2d 534, 442 N.Y.S.2d 689, 691 (Sup 1981).

In Consolidated Edison Co. v. Hoffman, 43 N.Y.2d 598 (1978), the New York Court of Appeals held that a zoning board may not exclude a utility project from a community where the utility has shown a need for its facilities. This special treatment of a utility project stems from the essential nature of utility service, and because utility facilities must be located in a particular area to provide such service:

> Utility services are needed in all districts; the service can be provided only if certain facilities (for example, substations) can be located in commercial and even in residential districts. To exclude such use would result in an impairment of an essential service.

Salkin, New York Zoning Law Practice, 4th ed., § 7:12 (2018). See also, Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993).

Therefore, under New York law, local zoning authorities have less discretion and must apply a relaxed standard of proof for approvals, including variances, for utility projects, rather than the traditional standards that would be applied to non-utility projects. "To be granted such a use variance… the utility must show that [the project] is a public necessity in that it is required to render safe and adequate service… However, where the intrusion or burden on the community is minimal, the showing required by the utility should be correspondingly reduced…" Consolidated Edison Co. v. Hoffman, 43 N.Y.2d 598, 611 (1978). Accordingly, the law in New York is that a municipality may not prohibit facilities, including the components of electrical energy generation, storage,

and/or conversion facilities, necessary for the transmission of a utility service. See also Long Island Lighting Co. v. Griffin, 272 A.D. 551 (2d Dep't 1947) (a municipal corporation may not prohibit the expansion of a utility project where such expansion is necessary to the maintenance of essential services).

Accordingly, to the extent that CVE proves that there is a need for the Project and that the intrusion on the community is minimal, the local land use applications should be approved.

With respect to this Project, CVE proposes its development to help satisfy National Grid's need to bring new renewable energy projects online within their service territory. More specifically, National Grid is required to procure renewable power in order to fulfill their renewable energy credit ("**REC**") and zero emission credit ("**ZEC**") requirements under the "Green New Deal" and the State's Clean Energy Standards.

National Grid is proposing to meet these requirements through collaboration with NYSERDA (New York State Energy Research & Development Authority) and participation in the NY-Sun program. The NY-Sun program incentivizes solar projects in two ways:

1) through an upfront incentive commonly referred to as the MW Block
2) through the Value of Distributed Energy Resources" ("**VDER**") tariff

The MW Block incentive is offered as an upfront lump-sum grant to developers to subsidize capital expenditures.

The VDER tariff compensates projects for electricity generation based on when and where they provide electricity to the grid.

Once solar projects that participate in the NY-Sun program reach commercial operation, all REC and ZEC attributes are held by the utility in which they are built.

CVE plans to build a 4 MW AC solar energy facility located off Duguid Road (Tax Parcel No. 99-1-3) (the "**Site**"). CVE believes this Site provides for minimal intrusion on the community.

The Site is a vacant parcel as located in the A/R zoning district. As such, the Project is permitted by special permit from the Town Board and site plan approval from the Planning Board. In addition, the Site is proximate to critical three-phase utility infrastructure (which is required for projects of this type).

In addition, the Project will provide an added incentive for the surrounding community—a 10% discount on monthly utility bills for local customers.

Based on the foregoing, CVE meets the legal standard for relaxed zoning treatment under New York law. The Project is necessary to meet National Grid's demand for

renewable energy projects and has been carefully sited on a property that minimizes intrusion on the community.

Exhibit C

EXHIBIT C

PROOF OF COMPLIANCE WITH THE TOWN OF MANLIUS SOLAR PHOTOVOLTAIC ENERGY SYSTEMS LAW AS SET FORTH IN CODE § 155-27.2 ET SEQ.

This exhibit will demonstrate that the Project complies with the provisions of the Town's Solar Photovoltaic Energy Systems Law, which are detailed below in bold italicized type, followed by the CVE's responses in regular type.

§ 155-27.2. Solar photovoltaic energy systems. [Added 10-26-2016 by L.L. No. 8-2016]

C. Applicability.

(1) This section applies to all roof-mounted and/or ground-mounted PVSs installed and constructed after the effective date of this section. Any building-mounted photovoltaic systems mounted on any vertical side of a structure are not allowed within the Town except for BISs. In addition, it does not apply to other types of systems that convert solar energy, including concentrated solar power systems and hot water systems.

This law applies to the Project.

(2) After the effective date of this section, any upgrade, modification or structural change that materially alters the size or placement of a PVSs constructed prior to the effective date of this section shall comply with the provisions of this section.

No response necessary.

D. Permitted locations. No PVS or device shall be installed or operated in the Town of Manlius except in compliance with this section, state and local laws and, if applicable, in compliance with NYSERDA, New York State PSC and the local utility company.

As set forth in this Application, the Project complies with the applicable law.

(1) Small and medium GMSs, accessory use.

(a) Small and medium GMSs are permitted based on the requirements for accessory structures in the property's zoning district subject to the following conditions:

[1] Building permits are required for the installation of all GMSs.

[2] The location of the GMS must meet all applicable setback requirements for accessory structures in the zoning district in which it is located.

[3] ***GMSs shall be screened through the use of architectural features, earth berms, landscaping or other means. This screening should harmonize with the character of the property and the surrounding area and minimize the view of the solar energy system from a public right-of-way and from neighboring properties.***

[4] ***Proper security of the site for GMSs is required. This can be accomplished with a security fence, or by other means proposed by the applicant as part of an overall security plan to be accepted by the Town Board.***

[5] ***The minimum distance between the ground and any part of the solar panel must be at least two feet.***

[6] ***It is required that solar panels shall not exceed a total height of 20 feet measured from the ground to the top of the highest point of the panel.***

[7] ***Small GMSs shall not be allowed as a principal use.***

Not applicable. The Project is an "LSES."

(2) ***Building-integrated solar energy systems. BISs, as defined by this section, are not considered an accessory use and are not subject to the requirements of this section, but are subject to other building, electrical, and safety codes.***

The Project is an "LSES."

(3) ***Ground-mounted systems as principal use.***

(a) ***Medium and large GMSs are permitted as primary structures in the Town of Manlius, subject to the following conditions:***

[1] ***These solar systems are subject to all zoning restrictions in allowed zoning districts.***

See the Project plans enclosed as Exhibit G (the "Site Plan"); the Project complies with all requirements of the R/A zoning district.

[2] ***These solar systems are only allowed on parcels that would provide at least fifty-foot setbacks, or more, as determined by the Planning Board while conforming to all other site restrictions.***

See the Site Plan; the Project so complies.

[3] ***These solar systems are subject to the issuance of a special use permit by the Town Board, pursuant to § 155-27 of the Town***

Code and upon site plan approval by the Planning Board pursuant to § 155-28 of the Town Code.

See Exhibit E and Exhibit F; the Project so complies.

(b) ***In addition to the criteria established pursuant to § 155-27, the following criteria are hereby established for purposes of the Town Board granting a special use permit for these solar systems under this chapter:***

[1] ***Noninterference. These solar systems shall not be installed in any location along the major axis of an existing microwave communications operation where the solar system operation or similar solar system operations have been demonstrated to produce an electromagnetic interference in the existing microwave communications operation, unless such interference can be mitigated.***

See Exhibit I; the Project so complies.

[2] ***Proximity to radio, television and telephone systems. These solar systems shall not be installed in any location where the solar system operation or similar solar systems operations have been demonstrated to interfere with existing fixed broadcast, retransmission, or reception antennae for radio, television or wireless phone, unless such interference can be mitigated.***

See Exhibit I; the Project so complies.

[3] ***View sheds and screening. GMSs shall be installed in a location and position that would minimize visibility from neighboring properties. A screening plan, to be reviewed and accepted by the appropriate Board, shall be required as part of the site plan review or special use permit review. For purposes of this section, consideration shall be given to any relevant portions of the current, amended and/or future officially recognized Town Code. In addition, adequate measures shall be taken to screen through landscaping, grading or other means to reasonably mitigate the view of the solar panels and other equipment of the solar systems from roadways and neighboring residential properties.***

See Exhibit I and the Site Plan; the Project has been designed to minimize its visibility from adjacent properties.

[4] ***Fencing and security. Proper security of the site for large and medium GMSs is required. This can be accomplished with a security fence, or by other means proposed by the applicant as part of an overall security plan to be accepted by the Town Board.***

See the Site Plan; the Project so complies.

[5] ***FAA requirements. If the proposed site is near an airport, seaplane base, or established flight zone, such solar system must meet all Federal Aviation Administration requirements.***

CVE has submitted the Project for FAA review. Results of same will be provided upon receipt.

[6] ***Ground clearance. The minimum distance between the ground and any part of the solar panel must be at least two feet. If the array can rotate and/or change pitch, this is the minimum with the array extended at its maximum pitch.***

See the Site Plan; the Project so complies.

[7] ***Emergency shutdown/safety. The applicant shall post an emergency telephone number so that the appropriate entities may be contacted should any portion of the solar system need immediate repair or attention. This telephone number should be clearly visible on signs located on the security fence, placed periodically around the perimeter.***

See the Site Plan; the Project so complies.

[8] ***Lightning protection. All solar systems shall have adequate lightning protection via internal lightning arrestors, surge protectors or adequate grounding.***

See Exhibit K.

[9] ***Ownership. Ownership of the property shall be clearly established by the applicant, and if the applicant is not the owner, the applicant shall provide proof that the owner agrees to submit to the regulations set forth herein.***

See Exhibit L.

[10] ***Utility notification and approval. No solar system shall be constructed until evidence has been given to the Town Board that the utility company that operates the electrical grid where the installation is to be located has been informed of the construction of the solar system and has agreed to an interconnection.***

See Exhibit N.

[11] ***Lighting. No solar system under this provision shall be continually artificially lighted. Lighting shall be limited to lights***

as needed by solar array personnel while present at the site. Lighting to be arranged and angled to not spill onto adjacent properties.

See the Site Plan; the Project so complies.

[12] ***Access road. To the greatest extent possible, existing roadways shall be used for access to the site and its improvements. In the case of constructing any roadways necessary to access the solar energy systems, they shall be constructed in a way that allows for the passage of emergency vehicles in the event of an emergency.***

See the Site Plan; the Project so complies.

[13] ***Property operation and maintenance plan. The applicant shall submit a property operation and maintenance plan.***

CVE will provide the required plan once the Project is formally determined as approved at the time of the Building Permit application.

[14] ***Notice of decommissioning.***

[a] ***The applicant shall also submit to the Town Board (with a copy to the Planning Board) a letter of intent committing the owner, and its successors-in-interest, to notify the Building Inspector within 30 days of the discontinuance of the use of the solar system. This letter of intent shall be filed with the Office of Planning and Development prior to the issuance of a building permit.***

CVE will so comply.

[b] ***Should the solar system be nonoperational for a continuous period of six months or greater, the owner shall submit a letter to the Office of Planning and Development indicating when it is expected to resume operations or whether the decommissioning of the site, in accordance with the DRP, shall commence. If the owner plans to continue operations, it shall have up to six months more to begin operations. If operations do not commence within said six months, decommissioning of the site, in accordance with the DRP, shall immediately commence.***

CVE will so comply.

[15] ***Decommissioning and removal plan.***

[a] ***The applicant shall submit a decommissioning and removal plan (DRP) to the Town Board. The DRP shall include specific plans on how the owner plans to remove the obsolete or unused solar panel arrays and accessory structures and return the property to a state acceptable to the Town within a specific time period after the cessation of operations. This plan shall be approved by the Town Board and prior to the granting of the special use permit.***

CVE will provide the required plan once the Project is formally determined as approved at the time of the Building Permit application.

[b] ***Failure to conform to the DRP in the time period provided shall be a violation of this section and the cost to complete the plan shall be placed as a lien on the property owner's tax bill.***

No response necessary.

[16] ***Reclamation bond. A reclamation bond, for a term and in an amount to be determined during special use permit review, shall be filed with the Town Clerk to cover the costs of reclamation of the site. The amount shall be commensurate with the DRP submitted by the applicant.***

CVE will so comply.

[17] ***Setbacks. These solar systems shall comply with all setbacks within the affected zoning district. Additional setbacks may be required during the site plan review process in order to provide for the public's safety, health and welfare.***

See the Site Plan; the Project so complies with (and substantially exceeds) applicable setbacks.

[18] ***Public hearing. No action shall be taken by the Town Board to issue a special use permit for a solar system until after public notice and public hearing.***

No response necessary.

[19] ***Saturation. In considering whether to issue a special use permit, the Town Board shall consider the proximity of similar large solar energy systems to the one being proposed. In no event shall an LSES be placed within one mile of an existing LSES, without***

specific findings by the Town Board that such placement does not adversely affect the community character of the surrounding properties.

While another Project located within 1 mile of the Site was recently approved by the Town, CVE is confident that given its location and design, the Project will not adversely impact the adjacent community.

(c) ***Upon a special use permit being issued by the Town Board, the Planning Board shall review the site plan for the GMS's pursuant to § 155-28 of the Code. The following submission requirements must be observed regarding a site plan application.***

[1] ***Completed application form as supplied by the Town of Manlius for site plan approval for a solar system.***

See Exhibit A.

[2] ***Proof of ownership of the premises involved or proof that the applicant has written permission of the owner to make such application and copies of all relevant agreements and documents between the owner and the applicant have been turned over to the Planning Board for their review.***

See Exhibit L.

[3] ***Submit a stormwater management plan, certified by a professional engineer that demonstrates stormwater runoff will infiltrate into the ground beneath at a rate equal to that of the infiltration rate prior to the placement of the system.***

CVE will provide a SWPPP/structure plan once the Project is more refined.

[4] ***A plot plan and development plan drawn in sufficient detail, as prepared by a licensed engineer or surveyor, clearly describing:***

[a] ***Property lines and physical dimensions of the proposed site, including contours at five-foot intervals both before and after construction;***

See the enclosed Site Plan (Sheets SK 102-106).

[b] ***Location, approximate dimensions and types of all existing structures and uses on the site;***

Not applicable.

[c] ***Location and elevation of the proposed solar system;***

See the enclosed Site Plan (Sheet SK 102-106).

[d] ***Blueprints or drawings of the proposed solar system installation showing the proposed layout of the solar system;***

See the enclosed Site Plan.

[e] ***Electrical diagram detailing the installation, associated components, electrical interconnection methods with all National Electrical Code compliant disconnects and overcurrent devices;***

See the enclosed Site Plan.

[f] ***Documentation of the major system components to be used, including PV panels, mounting system and inverter;***

See the enclosed Site Plan.

[g] ***Location of all existing aboveground utility lines and other on-site solar energy conversion systems within 1,200 linear feet of the site;***

See the enclosed Site Plan.

[h] ***Where applicable, the location of all transmission facilities proposed for installation;***

See the enclosed Site Plan.

[i] ***Location of all roads and other service structures proposed as part of the installation;***

See the enclosed Site Plan.

[j] ***Landscape plan showing all existing natural land features, trees, forest cover, streams, wetlands and all proposed changes to these features, including size and type of plant material;***

See the enclosed Site Plan.

[k] ***Plan showing proposed changes to the site including grading, clearing, lighting, screening and structures;***

See the enclosed Site Plan.

[l] ***Soil type at construction site.***

Not applicable.

[5] ***All applications shall be accompanied by a long environmental assessment form, including a visual impact analysis. The following additional material may be required by the Planning Board:***

[a] ***Digital elevation model based project visibility map showing the impact of topography upon visibility of the project from any affected locations.***

CVE will provide same once the Site Plan is refined. In the meantime, CVE has provided a preliminary visual analysis (see Exhibit M).

[6] ***In addition to the above, no action shall be taken to issue site plan approval until after public notice and public hearing by the Planning Board and unless the Planning Board determines that the proposed solar system complies with the following:***

[a] ***That the use is oriented in its location upon the site, as to layout, coverage, screening, means of access and aesthetics so that:***

[i] ***The flow control and safety of traffic and human beings shall not be adversely affected to an unreasonable degree;***

See the enclosed Site Plan; the Project has been designed to minimize any impact on traffic, neighbors and others to the extent practicable.

[ii] ***Fire department and EMT services shall be given notice of the site plan showing the proposed ingress and egress to the facility and an opportunity to submit comments (either in writing or in person) regarding the ability of the proposed ingress and egress to accommodate emergency vehicles.***

See the enclosed Site Plan; adequate emergency access is provided.

[iii] ***That there be reasonable compatibility on all respects with any structure or use in the***

neighborhood, actual or permitted, which may be directly substantially affected;

See the enclosed Site Plan; the Project has been designed to minimize any impact on traffic, neighbors and others to the extent practicable.

[iv] That there should not be any unreasonable detriment to any existing structure in the neighborhood.

See the enclosed Site Plan; the nearest residence is 590′ away and screened by trees (the closest structure is the dugout of the school baseball field located 77± feet away, also screened by trees and a fence). The Project has been designed to minimize adverse impacts to the extent practicable.

[b] The Planning Board may, upon review and with due consideration, waive one or more of the submission requirements imposed herein. Relief from all other requirements must be made by way of area or use variance from the Zoning Board of Appeals.

No response.

(4) Roof-mounted solar photovoltaic energy systems, accessory use.

(a) RMSs may only be mounted on lawfully permitted principal or accessory structures. RMSs shall be considered a modification to an existing structure in the Town of Manlius subject to the following requirements:

Not applicable.

[1] Building permits are required for installation of all RMSs.

Not applicable.

[2] At the discretion of the Town of Manlius Code Enforcement Officer, the structure may be subject to engineering review for suitability.

Not applicable.

[3] For installations on a sloped roof:

[a] The system must be installed at the same angle as the roof on which it is installed with a maximum distance,

measured perpendicular to the roof, of 12 inches between the roof and highest edge or surface of the system.

Not applicable.

[b] The highest point of the system shall not exceed the highest point of the roof to which it is attached.

Not applicable.

[c] RMSs on a sloped roof do not need to be screened.

Not applicable.

[4] For medium and large RMSs installed on a flat roof:

[a] The highest point of the system shall be permitted to extend up to six feet above the roof to which it is attached.

Not applicable.

[b] It shall be screened in a manner similar to other rooftop HVAC and mechanical equipment. This can be accomplished with architectural screening such as a building parapet and by setting the system back from the roof edge.

Not applicable.

[c] These systems shall comply with the following conditions as presented in Subsection D(3)(6):

[i] Noninterference.

Not applicable.

[ii] Proximity to radio, television and telephone systems.

Not applicable.

[iii] FAA requirements.

Not applicable.

[iv] Ownership.

Not applicable.

[v] ***Utility notification and approval.***

Not applicable.

[vi] ***Lighting.***

Not applicable.

[vii] ***Property operation and maintenance plan.***

Not applicable.

[5] ***Any height limitations of the Town of Manlius Code shall be applicable to solar systems.***

Not applicable.

[6] ***Under no circumstance shall the solar panels be mounted to the facade of a structure.***

Not applicable.

E. ***Permitted zoning districts.***

(1) ***RMSs are permitted in all zoning districts as an accessory structure to any lawfully permitted principal use on the same parcel upon issuance of the proper permit pursuant to § 59-13 and upon compliance with all requirements of this section and as elsewhere specified in this section.***

Not applicable.

(2) ***Small and medium GMSs are permitted on parcels larger than 40,000 square feet in all zoning districts as an accessory structure to any lawfully permitted principal use on the same parcel upon issuance of the proper permit pursuant to § 59-13 and upon compliance with all requirements of this section and as elsewhere specified in this section.***

Not applicable.

(3) ***Large GMSs are permitted as principal use upon issuance of the proper permit pursuant to § 59-13 and upon compliance with all requirements of this section and as elsewhere specified in this section. They shall be allowed in the following zoning districts:***

(a) ***Industrial.***

Not applicable.

(b) ***R/A.***

The site is located in the R/A zone.

F. ***Design and installation standards.***

(1) ***The solar photovoltaic energy system must be constructed to comply with the New York State Uniform Fire Prevention and Building Code, as amended, and any additional electrical and safety regulations adopted by the State of New York.***

The Project will so comply.

(2) ***All wiring must comply with the National Electrical Code, most recent edition, as amended and adopted by the State of New York.***

(a) ***For GMSs, all exterior electrical lines must be buried below the surface of the ground where possible or be placed in conduit or in aluminum cable tray. Cable tray shall be covered wherever conductors will be exposed to direct sunlight.***

The Project will so comply.

(3) ***The solar energy system must be constructed to comply with the most recent fire code as amended and adopted by the State of New York.***

The Project will so comply.

(4) ***The solar energy system shall be properly maintained and be kept free from hazards including, but not limited to, faulty wiring, loose fastenings, or the creation of an unsafe condition or detriment to public health, safety or general welfare.***

The Project will so comply.

G. ***Signage and/or graphic content.***

(1) ***No signage or graphic content may be displayed on the solar panels except the manufacturer's badge, the installer's name, safety information and equipment specification information. Said information shall be depicted within an area no more than 36 square inches in size.***

The Project will so comply.

(2) ***Disconnect and other emergency shutoff information will be clearly displayed on a light reflective surface.***

The Project will so comply.

(3) ***Systems and sites may not be used for displaying advertising except for reasonable identification of the owner/operator and shall comply with all signage restrictions.***

The Project will so comply.

H. ***Inspection, safety and removal.***

(1) ***The Town of Manlius reserves the right to inspect a solar energy system for building or fire code compliance and safety.***

No response necessary.

(2) ***If upon inspection the Town of Manlius determines that a fire code or building code violation exists, or that the system otherwise poses a safety hazard to persons or property, the Town of Manlius may order the owner of the land or the operator of the facility to repair or remove the system, within a reasonable time. Such an order shall be in writing, shall offer the option to repair, shall specify the code violation or safety hazard found and shall notify the owner of the land or the operator of the facility of their right to appeal such determination.***

No response necessary.

(3) ***If the owner of the land or the operator of the facility fails to repair or remove a solar energy system as ordered, and all appeal rights have been exhausted, the Town of Manlius may enter the property, remove the system and charge the owner of the property or the operator of the facility or both for all costs and expenses of removal, including reasonable attorney's fees, or pursue other legal action to have the system removed at the owner of the land or the operator of the facility's expense.***

No response necessary.

(4) ***In addition to any other available remedies, any unpaid costs resulting from the Town of Manlius' removal of a vacated, abandoned or decommissioned solar energy system shall constitute a lien upon the property against which the costs were charged. Legal counsel of the Town of Manlius shall institute appropriate action for the recovery of such cost, plus attorney's fees, including but not limited to filing of municipal claims pursuant to 53 P.S. § 7107 et seq. for the cost of such work, 6% interest per annum, plus a penalty of 5% of the amount due plus attorney's fees and costs incurred by the Town of Manlius in connection with the removal work and the filing of the Town of Manlius' claim.***

No response necessary.

I. ***Severability. If any word, phrase, sentence, part, section, subsection or other portion of this section or any application thereof to any person or circumstance is declared void,***

unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection or other portion or the proscribed application thereof, shall be severable, and the remaining provisions of this section, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

No response necessary.

J. ***Conflict with other laws. Where this section differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the county, state, or federal government the more restrictive or protective of the Town and the public shall apply.***

No response necessary.

EXHIBIT D

EXHIBIT D

PROOF OF COMPLIANCE WITH THE TOWN OF MANLIUS' SPECIAL PERMIT STANDARDS AS SET FORTH IN CODE § 155-27

This exhibit will demonstrate that the Project complies with the special permit standards set forth in Town of Manlius Code § 155-27, which are detailed below in bold italicized type followed by the Applicant's responses in regular type.

§ 155-27. Special use permits; application; procedure; fees. [Amended 6-23-1993 by Ord. No. 5-1993; 12-13-2000 by Ord. No. 5-2000; 8-13-2014 by L.L. No. 2-2014]

A. Legislative findings, intent and purpose.

(1) Special use permits are intended to allow for certain uses which are considered on their individual merits and circumstances and which may be permitted in the applicable zoning district, provided that such uses do not adversely affect the neighborhood including its character, the natural environment, and the rural, scenic and historic character. Such special uses are permitted only upon issuance of a special use permit by the Town Board upon referral by the Planning Board and only after an evaluation is made of the compatibility of the proposed use with surrounding uses, the suitability of the use to the site, and whether it is in harmony with the Town of Manlius Zoning Code, and as applicable the Onondaga County Development Guide ("County Plan").

It is our understanding from speaking to the Town Attorney that the Town Code was recently amended to transfer permit granting authority to the Planning Board.

(2) All special permit uses cited in the "District Regulations," in Article III of this Zoning Code, shall be subject to review and approval by the Town Board in accordance with § 274-b of the Town Law and the general objectives, requirements and procedures included herein. In all cases where this Zoning Code requires such special use permit authorization, no building permit or certificate of occupancy shall be issued by the Code Enforcement Officer except upon authorization of and in full conformity with plans approved and requirements or modifications imposed by the Town Board. In accordance with the "District Regulations," most uses requiring the issuance of a special use permit are additionally subject to site plan review and approval, as described in § 155-28 of this Zoning Code.

It is our understanding from speaking to the Town Attorney that the Town Code was recently amended to transfer permit granting authority to the Planning Board.

(3) Accessory uses or structures used in connection with a special use permit shall be subject to the same approval requirements as the principal structure or use. In authorizing any special use permit, the Town Board shall take into

consideration the public health, safety, and general welfare, and the comfort and convenience of the public in general, and pursuant to its reasonable exercise of the police powers of the Town under the Home Rule provisions of New York Constitution, Article IX, § 2, may impose conditions and restrictions on the operations of such uses within the district. The intent of the regulations is to ensure that the development and use of individual parcels is in harmony with the Zoning Code and special use permit requirements will not have an adverse effect on adjacent lands, the immediate neighborhood, or on the character of the community. Such regulations are designed to:

(a) Protect the community from traffic congestion and conflicts, flooding, and excessive soil erosion, unnecessary noise, lighting and odors, wasteful energy use and other forms of pollution;

See the enclosed site plans. The Project has been designed to minimize impacts to the community in the vicinity of the Site. The Project will not create noise, light, odors or pollution.

(b) Protect the community from inappropriate design and other matters of scenic and aesthetic significance;

See Exhibit M; the Project will not have a significant adverse impact on scenic or aesthetic resources.

(c) Ensure that the proposed use will be in harmony with the appropriate and orderly development of the district in which it is proposed;

The Project is a permitted use on the R/A zone and given its location will not impact adjacent properties.

(d) That its impacts can be mitigated by compliance with reasonable conditions; and

CVE has no objection to reasonable conditions imposed by the Planning Board.

(e) Ensure that new development conforms with the Town's planning goals and objectives. This shall specifically include the right and authority to condition and restrict operations reasonably as a proper exercise of the Town Board's police powers (and not necessarily its zoning authority) for the preservation of health, safety and welfare of its residents and provided same is reasonably related to a legitimate government purpose.

The Project is a renewable energy project that is consistent with state and local goals for further sustainability.

(4) The Town Board may require modifications to development proposals, submission of alternative design and layout proposals, and may attach

reasonable conditions and safeguards to eliminate or minimize potential impacts as a precondition of its approval of a special use permit.

No response necessary.

B. Special use permit application procedures.

(1) Application and fee. All special use permit applications are made to the Town Clerk in writing, on forms, and in accordance with the review procedures prescribed by this section of the Zoning Law. In order to be considered complete, a special use permit application shall be accompanied by the following:

(a) A preliminary site plan which demonstrates the overall site layout and building locations, parking areas, access and egress locations, setbacks and buffer areas, lighting, landscaping, stormwater management, signage, natural and cultural resource information as required herein, and the location and extent of existing development on adjacent parcels.

See Exhibit G.

(b) Preliminary building plans and elevations illustrating existing and/or proposed building construction and alteration, including an indication of exterior materials, textures and colors.

Not applicable.

(c) Payment or deposit of all applicable fees and costs in accordance with the Town Code and fee schedule.

The required fees are enclosed.

(d) Either a short or full environmental assessment form (EAF), as required by SEQR, Article 8 of the New York State Environmental Conservation Law and Title 6 Part 617 NYCRR. All applications made for lands within or contiguous to any building, structure or site listed or eligible for same individually on the State or National Register of Historic Places shall require the submission of a full EAF.

See Exhibit H.

(e) Certification by the applicant, in writing and on forms provided by the Town of Manlius, that the information provided is "true and accurate to the best of my knowledge."

See Exhibit A.

(f) ***Affidavit sworn by the applicant, on forms provided by the Town Manlius, attesting that no state officer, or any officer or employee of the County of Onondaga or Town of Manlius has any interest in the person, partnership or association owning the premises subject thereof or making the application, and no other violation of (New York) Municipal Law § 809 shall result from such application.***

See Exhibit A.

(g) ***Execution by applicant of payment agreement, on forms provided by the Town of Manlius, agreeing to bear all cost and expense for such administrative, legal, engineering, architect and other professional and consulting assistance to the Town incidental to the application, and including that expense incurred by the Town for Town employees and officers performing reasonable and necessary work on behalf of the Town incident to the application.***

See Exhibit A.

(h) ***Any other information deemed necessary by the Town Board to explain the nature of the proposed use, its potential environmental impacts under SEQR, and its consistency with the standards established by this Zoning Code for special use permits.***

See Exhibit B and Exhibit G.

(2) ***Public notice and hearing. The Town Board shall, within 62 calendar days of the receipt of the complete application from the Planning Board, conduct a public hearing on any such special permit application. The Town Board, by resolution at a stated meeting, shall fix the place, date, and time of the public hearing. The Town Board shall provide a copy of this notice of said hearing to the applicant, and at which hearing, he or she shall appear in person or by agent. The Town Board shall additionally provide notification as follows. All notices and mailings shall be the responsibility of the applicant, shall be paid for by the applicant, shall be sent and confirmed by the applicant using certified mail, registered mail, delivery confirmation, signature confirmation, or certificate of mailing, and shall be certified to the Town Board that compliance has timely occurred. Such notices and mailings shall be as follows:***

(a) ***By publishing at least five calendar days prior to the date thereof a legal notice in a newspaper of general circulation in the Town,***

No response necessary.

(b) ***Posting. Notice shall be posted at least five days prior to the date of the hearing as follows:***

[1] ***On the bulletin board of the Town Hall; and***

No response necessary.

[2] ***On the Town of Manlius website.***

No response necessary.

(c) ***By requiring notice of the public hearing and data regarding the substance and location of the special use permit application to the owners of all property abutting that held by the applicant and all other owners within 500 feet of the exterior boundaries of the land involved in such application or such additional distance as the Town Board may deem advisable, or as otherwise required by state law. Notice shall be mailed via regular (first-class) mail at least 10 calendar days prior to the hearing, with compliance with the notification procedure certified to by the Town Clerk. The foregoing notwithstanding, the failure to have notified a certain party or parties in error shall not affect the legality of the proceeding provided a good faith effort has been made and this mailing requirement substantially complied with.***

We assume the Town will coordinate this mailing unless otherwise notified by the Town.

(d) ***By providing notice of the public hearing and data regarding the substance and location of the special use permit application to all involved agencies under SEQR at least 10 calendar days prior to the hearing.***

We assume the Town will coordinate this mailing unless otherwise notified by the Town.

(e) ***If the land involved lies within 500 feet of a farm operation located in a New York State Agricultural District, such owners shall be sent at least 10 calendar days prior to the public hearing an agricultural data statement on forms supplied by the Town of Manlius and prepared by the applicant.***

Not applicable.

(f) ***If the land involved in the application lies within 500 feet of the boundary of any other municipality, the applicant shall also mail at least 10 calendar days prior to the public hearing to the municipal clerk of such other municipality or municipalities a copy of the notice of the substance of every application, together with a copy of the official notice of such public hearing.***

See Exhibit Q.

(g) ***The names and addresses of owners notified shall be taken as such appear on the last completed tax roll of the Town.***

No response necessary.

(h) ***Provided that there has been substantial compliance with these provisions, the failure to give notice in exact conformance herewith shall not be deemed to invalidate an action taken by the Town Board in connection with granting or denying a special use permit application.***

No response necessary.

(3) ***Agency and consultant review. In its review, the Town Board may consult with the Town Code Enforcement Officer, the Superintendent of Highways, the Town Historian, other local and county officials and its designated private planning and engineering consultants, in addition to representatives of county, state and federal agencies, including but not limited to the Onondaga County Departments of Health, Public Works, Planning and Development, the New York State Departments of Transportation, Health, Agriculture and Markets, Office of Parks, Recreation and Historic Preservation, Secretary of State, and Environmental Conservation, and the United States Army Corps of Engineers, United States Fish and Wildlife Service, and United States Department of Agriculture's Natural Resources Conservation Service.***

No response necessary.

(4) ***Required referrals:***

(a) ***All applications for special use permits shall first be referred to the Town Planning Board, and such Board shall review the application to assure that the requirements of this § 155-27 have been completed, and after such review, the Planning Board shall forward its recommendations in a written report to the Town Board. The Planning Board, in its discretion, may refer the application to the Town Environmental Council for comments and a report before making its recommendations to the Town Board.***

No response necessary.

(b) ***A full statement of any special use permit application, including all applicable SEQR documentation, that meets the referral requirements of §§ 239(1) and 239(m) of the General Municipal Law shall be referred prior to the public hearing to the Onondaga County Planning Board for its review. No action shall be taken by the Town Board on such application until an advisory recommendation has been received from said county Planning Board or 30 calendar days have elapsed since the Onondaga County Planning Board received such full statement. In the event that the Onondaga County Planning Board recommends***

disapproval of the proposal or recommends modification thereof within such time period or at a later date prior to final action by the Town Board, the Town Board shall not act contrary to such disapproval or recommendation except by a vote of a majority plus one of all the members after the adoption of a resolution fully setting forth the reasons for such contrary action. Within 30 calendar days after such final action, the Town Board shall file a report of the final action it has taken with the Onondaga County Planning Board.

No response necessary.

(5) ***Waiver of Requirements. The Town Board may waive any specific requirements set forth in this § 155-27 for the approval of a special use permit. The grant of any such waiver shall be accompanied by a written finding that compliance with the requirements is either not requisite in the interest of the public health, safety and general welfare or inappropriate to the particular special permit use. The Town Board may, in granting waivers, incorporate such reasonable conditions as will, in its judgment, substantially secure the objectives of the requirements so waived. No waiver or modification may be deemed approved or granted by implication. All waivers and modifications must be expressly set forth in the findings of the Town Board.***

To the extent the Project and/or this Application does not meet a technical requirement of the Code, CVE respectfully requests a waiver of said requirements to the extent necessary to permit construction of the Project as submitted.

(6) ***Area variances. Where a proposed special use permit contains one or more features which do not comply with the special use permit regulations, application may be made to the Zoning Board of Appeals for an area variance pursuant to § 155-48 of the Zoning Code, without the necessity of a decision or determination of the Codes Enforcement Officer.***

To our knowledge, no variances are necessary.

(7) ***Decisions. Every decision of the Town Board with respect to a special use permit application shall be made by resolution within 62 calendar days of the close of the public hearing, which resolution shall clearly state the decision, including findings, and any modifications attached thereto. The time within which the Town Board shall render its decision may be extended by mutual consent of the applicant and the Board. Each such decision shall be filed in the Office of the Town Clerk within five business days after such decision is rendered and a copy thereof shall also be mailed to the applicant. No time periods for decision-making in this subsection shall begin to run until the lead agency has either accepted a draft environmental impact statement as complete or adopted a negative declaration under SEQR.***

No response necessary.

(8) ***Reimbursable costs. Reimbursable costs incurred by the Town Board for professional consultation fees or other extraordinary expense in connection with the review of a special use permit application shall be charged to the applicant in accordance with Chapter 96 of the Town of Manlius Code. Maximum amounts for such reimbursable costs by project type and size shall be in accordance with the fee schedule established by the Town Board. Such reimbursable costs shall be in addition to any fees required herein under the Town Code.***

CVE has no objection to reimbursing the Town for its costs to retain one or more qualified consultants to review the Application.

(9) ***Effect of special use permit approval.***

(a) ***In addition to compliance with all other applicable sections of this Zoning Code, and all other local, county and state laws, rules and regulations, no building permit shall be issued for any structure regulated by this section until such special use permit has received Town Board approval and a copy of a resolution to that effect has been presented to the Code Enforcement Officer.***

No response necessary.

(b) ***No certificate of occupancy shall be issued for any structure or use of land covered by this section until the structure is completed or the land developed in strict accordance with the Town Board resolution of special permit approval and other applicable requirements of this Zoning Law.***

No response necessary.

(c) ***Any use for which a special permit may be granted shall be deemed a conforming use in the district in which it is located, provided that such permit shall be deemed to affect only the lot or portion thereof for which such permit has been granted.***

No response necessary.

(d) ***The Town Board may require in its resolution of approval that a special use permit shall be effective only for a specific duration and upon expiration must be renewed. Such renewal may be withheld only after public hearing and upon specific determination by the Town Board that such conditions as may have been prescribed in conjunction with the issuance of the original permit have not been, or are no longer being, complied with. If the Code Enforcement Officer finds a violation of the special use permit, he or she may refer the application to the courts or to the Town Board for further proceedings. In such cases, a period of 60 calendar days shall be granted for full compliance by the applicant prior to revocation of the special use permit.***

No response necessary.

(e) ***A special use permit shall expire if the use or uses cease for more than two years for any reason, if the applicant fails to comply with the conditions of the special use permit, or if the time limit imposed on certain Special Uses expires without renewal.***

No response necessary.

(f) ***The granting of a special use permit in a flood zone shall not be held to constitute a representation, guarantee or warranty of any kind by the Town of Manlius or by any official or employee thereof, or consultant thereto, regarding the practicability or safety of any structure or use or the proper functioning of the proposed facilities and plans and shall not be held to create a liability upon, or cause of action against, such public body, official or employee for any damage that may result pursuant to such development or use.***

No response necessary.

(10) ***Expiration of special use permit. A special use permit shall be deemed to authorize only the particular use or uses expressly specified in the permit and shall expire if the special use permit activity is not commenced and diligently pursued within six calendar months of the date of issuance of the special use permit. Upon prior written request to the Town Board, the time period for initiation of the special permit use may be extended for a maximum period of one calendar year from its otherwise specified termination date. The Town Board may hold a public hearing prior to granting any extensions.***

No response necessary.

(11) ***Revocation of special use permit. In all instances, a special use permit may be revoked by the Town Board, after public hearing, if it is found and determined that there has been a substantial failure to comply with any of the terms, conditions, limitations and requirements imposed by said permit.***

No response necessary.

(12) ***Amendments to special use permits. The terms and conditions of any special use permit may be amended in the same manner as required for issuance of a special permit, following the criteria and procedures of this subsection.***

No response necessary.

(13) ***Integration of procedures. Whenever a particular application requires both the consideration of a special use permit and site plan review and approval by the Planning Board, the Town Board shall integrate, to the extent practicable and consistent with applicable law, special use permit review, as required by this***

section, with the site plan review and approval process; however, with the Planning Board retaining jurisdiction over the site plan review. Such integration of procedures may require, upon mutual written consent of the Planning Board and applicant reasonable modification of the time schedules otherwise stated in this section, as related to site plan review and approval.

No response necessary.

(14) ***Relief from decisions. Any person or persons jointly or severally aggrieved by any decision of the Planning Board on a special use permit application may apply to the Supreme Court of the State of New York for relief through a proceeding under Article 78 of the Civil Practice Laws and Regulations of the State of New York. Such proceeding shall be governed by the specific provisions of Article 78, except that the action must be initiated as therein provided within 30 calendar days after the filing of the Board's decision in the Office of the Town Clerk.***

No response necessary.

C. ***General standards. The Town Board shall carefully review the specific requirements set forth in this § 155-27 for the special permit uses, any applicable supplementary regulations enumerated in the Zoning Code, and the following general standards for any use requiring special use permit authorization by the Town Board:***

(1) ***The location and size of the use, the nature and intensity of the operations involved, the size of the site in relation to the use, and the location of the site with respect to existing and future streets and roads providing access shall be in harmony with the orderly development of the district.***

Given the size of the Site (240± acres), the limited traffic to the Site (1-2 trips per month) and its size, the Project will not adversely impact the local roads.

(2) ***The location, nature and height of the buildings, walls and fences and the nature and intensity of the intended operations will not discourage the appropriate development and use of adjacent land and buildings nor impair the value thereof.***

Given the size of the Site and the scope and overall visibility of the Project, the Project will not adversely impact the use or enjoyment of adjacent properties.

(3) ***All proposed traffic access ways shall be adequate but not excessive in number, adequate in width, grade, alignment and visibility, be sufficiently separated from street intersections and places of public assembly, and meet similar safety considerations.***

See Exhibit G; the Project so complies.

(4) ***Adequate provision for safe and accessible off-street parking and loading spaces shall be provided to avoid parking in public streets of vehicles or persons connected with or visiting the use. With the exception of single-family detached dwellings, shared parking is encouraged where the peak parking demands of different uses occur at various times of the day. Use of a widely accepted means of projecting demand for shared use, such as the Urban Land Institute's Shared Parking Report, shall be employed to demonstrate shared parking effects.***

See Exhibit G; the Project so complies.

(5) ***All parking, service and other areas on site intended for uses or operations not typical of residential uses or activities shall be buffered or screened from the view of adjacent residential lots and streets or roadways and the general landscaping of the site shall be in character with that generally prevailing for residential uses in the neighborhood. Such landscaping shall include the preservation of existing trees to the maximum extent practicable. Roadside plantings shall be in accordance with any established design standards.***

See Exhibit G; the existing landscaping will be preserved to the extent practicable, particularly along the boundary of the Site.

(6) ***All proposed buildings, structures, equipment and/or material shall be readily accessible for fire, emergency services and police protection.***

See Exhibit G; the Project so complies.

(7) ***The character and appearance of the proposed use, buildings, structures, lighting, and/or outdoor signs shall be in general harmony with the character and aesthetic appearance of the surrounding neighborhood and consistent with the purpose and intent of the zoning district as described in the applicable Zoning Code provisions. These shall not be more objectionable to nearby properties by reason of noise, fumes, vibration or light than would the operations of any permitted principal use. In addition, they shall not adversely affect the general welfare of the inhabitants of the Town of Manlius.***

The Project will not create noise, fumes, vibration or light, nor will it adversely impact adjacent properties in a material way.

(8) ***Except for preexisting nonconforming lots of record, the use shall meet the prescribed area and bulk requirements for the district in which it is located and as further specified in the supplementary regulations, including but not limited to setbacks, maximum height, environmental and open space standards, required off-street parking, lighting, noise, and sign regulations.***

See Exhibit G; the Project so complies.

(9) ***The level of municipal and other services required to support the proposed activity or use is, or will be, available to meet the needs of the proposed activity***

or use. This consideration shall include the suitability of water supply and sanitary sewage facilities to accommodate the intended use, and protection from pollution of surface or groundwater.

No municipal services are required for the Site.

(10) The proposed use shall not have an unmitigated significant adverse environmental impact as defined by the New York State Environmental Quality Review Act (SEQR). Such determination shall be made by the Town Board or other designated lead agency.

No response necessary.

(11) The use shall be designed and shall be carried out in a manner that protects any relevant neighborhood character, historic and natural environmental features on the site under review and in adjacent areas.

The Project has been designed in accordance with the Town's LSES Law and in a manner that minimizes impacts to adjacent properties.

(12) The use shall be consistent with any available and relevant studies and history; and other evidence of the municipality's land use practices and policies.

The Project is consistent with applicable law.

(13) The Town Board as a legislative body may apply any other standards to their review of the proposed use as they may see fit in order to impose additional conditions and safeguards to the special use permit as are directly related to and incidental to the proposed special use permit and which may be necessary to assure continual conformance to all applicable standards and requirements, including reasonable assurances that such conditions and safeguards can be responsibly monitored and enforced. The Town Board's authority shall specifically include the right to condition and restrict operations reasonably as a proper exercise of the Town Board's police powers (and not necessarily its zoning authority) for the preservation of health, safety and welfare of Town residents and provided same is reasonably related to a legitimate government purpose.

No response necessary.

D. Additional specific standards for certain uses. In addition to the general standards stated above and the site plan review considerations stated in § 155-27C of this Zoning Code, any specific requirements for the particular special use permits cited in this chapter shall be considered by the Town Board in its review. Special permit uses that do not have additional specific requirements shall be reviewed using the general objectives stated hereinbefore and, acknowledging that Planning Board site plan review shall also be required, with consideration to the site plan review standards set forth at § 155-27C.

See Exhibit E.

E. ***Severability. If any clause, sentence, paragraph, subdivision, section or part of this section or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstances is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this section or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this section or the application thereof to other persons or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision, the court shall attempt to modify same to a provision which is not invalid, illegal or unconstitutional and which best achieves the intent of the invalid provision.***

No response necessary.

EXHIBIT E

EXHIBIT E

PROOF OF COMPLIANCE WITH THE TOWN OF MANLIUS' SITE DEVELOPMENT PLAN APPROVAL LAW SET FORTH IN CODE §§ 155-28 ET SEQ.

This exhibit will demonstrate that the Project complies with the Town's Site Plan Approval standards set forth in Town of Manlius Code § 155-28, which are detailed below in bold italicized type, followed by CVE's responses in regular type.

§ 155-28. Site plan review.

All permitted uses requiring site plan approval shall have prior site plan review before a building permit is issued for the alteration or construction of any building or use of the premises. The site plan and related drawings shall be submitted by the owner to the Planning Board and shall be reviewed in accordance with the following procedures and standards:

A. Submission of site plan and supporting data. The owner shall submit a site plan and supporting data which has been prepared by an architect, landscape architect, engineer, land surveyor or planner and shall include the following information presented in drawn form and accompanied by a written text:

(1) A properly certified survey of the property, showing existing features of the property, including contours, buildings, structures, pavement, trees over four inches in trunk diameter, streets, utility easements, rights-of-way and land use.

See Exhibit G.

(2) The site plan showing proposed building locations and land use areas.

See Exhibit G.

(3) Traffic circulation, parking and loading spaces and pedestrian walks.

See Exhibit G.

(4) Landscaping plans, including site grading and landscape design.

See Exhibit G.

(5) Preliminary architectural drawings for buildings delineated to be constructed, including floor plans, exterior elevations and sections.

Not applicable.

(6) Preliminary engineering plans, including street improvements, drainage systems and public utility extensions.

See Exhibit G.

(7) Engineering feasibility studies of any anticipated problems which might arise due to the proposed development as required by the Planning Board.

None known.

(8) ***The construction sequence and time schedule for completion of each phase of buildings, parking spaces and landscaped areas.***

Once commenced, the Project construction will take approximately 3 to 5 months.

(9) ***A description of the proposed uses, including hours of operation, number of employees, expected volume of business and type and volume of traffic expected to be generated.***

See Exhibit B. The Project will generate 1-2 vehicle trips per month.

(10) ***An environment assessment form.***

See Exhibit H.

(11) ***The filing fee.***[1]

The required filing fees are enclosed.

(12) ***An agricultural data statement when the property that is the subject of the site plan review is within an agricultural district (as provided for in Article 25-AA of the Agriculture and Markets Law***[2]***) and contains a farm operation or the property is within 500 feet of a farm operation located within an agricultural district. [Added 6-23-1993 by Ord. No. 5-1993]***

Not applicable.

(13) ***Stormwater pollution prevention plan. A stormwater pollution prevention plan consistent with the requirements of Chapter 126 of this Code shall be required for site plan approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 126 of this Code. The approved site plan shall be consistent with the provisions of Chapter 126. [Added 9-26-2007 by L.L. No. 2-2007]***

A SWPPP will be provided to the Town Board as the layout of the Project is further refined.

B. Site plan approval.

(1) ***The Planning Board shall review the site plan and supporting data and before, during and after a public hearing shall take into consideration the following considerations:***

(a) ***The harmonious relationship between proposed uses and existing adjacent uses.***

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[1] Editor's Note: A fee schedule is on file at the office of the Town Clerk.

[2] Editor's Note: See §§ 300 through 309 of the Agriculture and Markets Law.

As set forth in the Application, the Project has been constructed in accordance with all bulk/density requirements and will not adversely impact adjacent properties in any material way.

(b) ***The maximum safety of vehicular circulation between the site and the street network.***

A stated above, the Project will generate only 1-2 vehicle trips per month for the Project electrician and landscaper. Adequate traffic circulation is provided for same.

(c) ***The maximum adequacy of interior circulation, parking and loading facilities, with particular attention to vehicular and pedestrian safety, as provided in § 155-31.***

See Exhibit G; the Project so complies.

(d) ***Adequacy of landscaping, buffering and setbacks in regard to achieving maximum compatibility and protection to adjacent residential districts.***

See Exhibit G; the Project complies with all applicable setbacks and CVE has preserved the existing landscaping to the extent practicable.

(e) ***The minimization of adverse environmental impact.***

The Project has been designed to minimize potential adverse impacts.

(f) ***The minimization of adverse effects on the welfare of the residents of the Town of Manlius.***

The Project has been sited and designed to minimize adverse impacts on the residents of Manlius.

(2) ***When an agricultural data statement is submitted, the possible impacts of the proposed site plan upon the functioning of farm operations within the agricultural district shall be reviewed in accordance with the Town Law. [Added 6-23-1993 by Ord. No. 5-1993]***

See Exhibit G; the Project will not adversely impact existing farmland.

(3) ***Should changes or additional facilities be required by the Planning Board, final approval of the site plan shall be conditional upon the satisfactory compliance by the owner to the changes or additions.***

No response necessary.

(4) ***An engineering fee of $100 per acre will be assessed for design review and inspection. [Added 12-13-2000 by Ord. No. 5-2000]***

A fee in the amount of $1,325 is submitted herewith. If additional fees are required, let us know.

C. ***Building permit. Building permits for such uses shall be issued only in accordance with an approved site plan which shall be transmitted by the Planning Board to the Codes Enforcement Officer.***

No response necessary.

D. ***Changes. An owner wishing to make changes in an approved site plan shall submit a revised site plan to the Planning Board for review and approval before making application for a building permit.***

No response necessary.

EXHIBIT F

EXHIBIT F

PROOF OF COMPLIANCE WITH THE TOWN OF MANLIUS' SUBDIVISION REQUIREMENTS SET FORTH IN CODE §§ 127-6 ET SEQ.

This exhibit will demonstrate that the Project complies with the Town's Site Plan Approval standards set forth in Town of Manlius Code § 155-28, which are detailed below in bold italicized type, followed by CVE's responses in regular type.

§ 127-6. Introduction to subdivision procedures. [Amended 3-14-2001 by Ord. No. 4-20011

The following procedure is specified for the guidance of the subdivider. Since the development of land affects many aspects of community growth, the subdivider is advised to consult with officials concerned with engineering, health, assessments, schools, recreation and other public functions in addition to those designated in these regulations.

No response necessary.

§ 127-7. Sketch plat procedure.

A. ***Prior to applying for approval of a preliminary plat, the subdivider shall submit to the Planning Board a sketch plan as described in Article VII.***

See Exhibit G.

B. ***The Planning Board shall designate a date for an appearance by the subdivider at a meeting of the Board, which date shall be within 30 days from the date of submission, notice of which shall be given not less than five days prior to such meeting.***

Kindly advise CVE what date to appear before the Planning Board (or if the Town prefers, a meeting with Town staff).

C. ***The subdivider and the Planning Board shall discuss the property with respect to zoning requirements, existing private and public developments, facilities and services and those proposed by any master plan or contemplated by any public agency and any special community or site problems that may be encountered of which the Planning Board has knowledge. Possible changes or modifications in the sketch plan shall be discussed if the plan, as submitted, does not meet the objectives or standards of these regulations. As soon as practicable in the consideration of the proposed subdivision, the Planning Board shall initiate a review of the environmental factors involved in the proposal.***

No response necessary.

§ 127-8. Preliminary plat procedure.

A. ***The subdivider shall consult with the Onondaga County Department of Health if his proposed subdivision consists of five or more lots.***

Not applicable.

B. ***If the subdivision is to utilize a form of subsurface leaching for waste disposal, percolation tests shall be made before the subdivider proceeds to the preparation of the preliminary plat.***

Not applicable.

C. ***If the installation of a sewer system is involved, the subdivider shall consult with and obtain the approval of the Onondaga County Department of Health.***

Not applicable.

D. ***The subdivider shall submit to the Planning Board a preliminary plat, together with supplementary materials as specified in Article VII. The preliminary plat shall comply with these regulations and with any conditions which may have been attached to the sketch plan.***

See Exhibit G.

E. ***Ten copies of the preliminary plat and all required supplementary material shall be submitted. All copies of the application for tentative approval and clearly identified preliminary plat shall be submitted at least seven days prior to the regular meeting of the Planning Board at which they are to be considered.***

The copies are enclosed.

F. ***The subdivider or his authorized representative shall attend the meeting of the Planning Board to discuss compliance with these regulations and with any conditions which may have been attached to the sketch plan. In the case of any noncompliance, unless a variance has been granted, the Planning Board shall return the plat drawing to the subdivider for the purpose of bringing it into compliance. If the plat drawing complies, it shall be referred to the Environmental Council unless the size, location and topography of the proposed site is such that the Planning Board, in its discretion, determines that further environmental review is not required.***

CVE will so comply.

G. ***When required by Article 12-B of the General Municipal Law, a copy of the preliminary plat of a subdivision shall be referred to the Onondaga County Planning Board for review and comment pursuant to law.***

County Planning referral will be required.

H. ***The date of submission of the preliminary plat, complete and accompanied by the required fee and all data required by Article VII, § 127-33, of these regulations, shall be considered to be the date on which the application for approval of the preliminary plat has been filed with the Planning Board.***

No response necessary.

I. ***Preliminary subdivision plat. A stormwater pollution prevention plan (SWPPP) consistent with the requirements of Chapter 126, Stormwater Management and Erosion and Sediment Control, shall be required for preliminary subdivision plat approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 126.The approved preliminary subdivision plat shall be consistent with the provisions of this Chapter 126. [Added 9-26-2007 by L.L. No. 2-2007]***

CVE will provide same upon its completion, following initial review by the Planning Board.

§ 127-9. Approval of preliminary plat; fee.[3]

A. ***Within 62 days after submission of the preliminary plat to the Planning Board, the Planning Board shall hold a public hearing, which hearing shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing. The Planning Board may provide that the hearing be further advertised in such manner as it deems most appropriate for full public consideration of such preliminary plat. Within 62 days after the date of such hearing, the Planning Board shall approve with or without modification or disapprove such preliminary plat, and the ground of a modification, if any, or the ground for disapproval shall be stated upon the records of the Planning Board. The time in which the Planning Board must take action on such plat may be extended by mutual consent of the subdivider and the Planning Board. When approving a preliminary plat, the Planning Board shall state, in writing, modifications, if any, as it deems necessary for submission of the plat in final form. Within five days of the approval of such preliminary plat, it shall be certified by the Clerk of the Planning Board as granted preliminary approval and a copy filed in his office, a certified copy mailed to the owner and a copy forwarded to the Town Board. Failure of the Planning Board to act within such sixty-two-day period shall constitute approval of the preliminary plat. [Amended 6-23-1993 by Ord. No. 5-1993]***

No response necessary.

B. ***When granting approval to a preliminary plat, the Planning Board shall state the terms of such approval, if any, with respect to the modifications to the preliminary plat, the character and extent of the required improvements for which waivers may have been requested and which in its opinion may be waived without jeopardy to the public health, safety, morals and general welfare and the improvements or the amount of all bonds therefor which it will require as prerequisite to the approval of the final plat. Approval of a preliminary plat shall not constitute approval of the final plat, but rather it shall be deemed an expression of approval of the design submitted on the preliminary plat as a guide to the preparation of the final plat, which will be submitted for approval of the Planning Board and for recording upon fulfillment of the requirements of these regulations. Prior to approval of the final plat, the Planning Board may require additional changes as a result of further study of the subdivision in final form or as a result of new information obtained at the public hearing.***

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[3] Editor's Note: A fee schedule is on file at the office of the Town Clerk.

No response necessary.

C. ***The subdivider shall pay a fee as determined from time to time by the Town Board to cover a portion of the cost of the administration of these regulations.***[4]

The required fee is enclosed.

§ 127-10. Final plat procedure.

A. ***Within six months after approval of the preliminary plat, the subdivider shall submit to the Planning Board an application for final approval, five copies of the final plat and all required supplementary material as specified in Article VII, § 127-34. The subdivider shall also submit a performance guaranty if all improvements required by these regulations have not been completed at this time. The date of submission shall be at least five days prior to the Planning Board meeting at which the final plat is to be considered. If the final plat is not submitted within six months after conditional approval of the preliminary plat, the Planning Board shall refuse to consider the final plat and require resubmission of the preliminary plat unless the subdivider has requested an extension of time, in writing, within six months of such conditional approval and said request has been approved by the Planning Board.***

CVE will so comply.

B. ***The time of submission of the final plat shall be considered to be the date on which a complete application for approval of the final plat, together with all data required by Article VII, § 127-34, of these regulations, has been filed with the Planning Board.***

No response necessary.

C. ***Final subdivision plat. A stormwater pollution prevention plan consistent with the requirements of Chapter 126, Stormwater Management and Erosion and Sediment Control, and with the terms of preliminary plan approval shall be required for final subdivision plat approval. The SWPPP shall meet the performance and design criteria and standards in Chapter 126. The approved final subdivision plat shall be consistent with the provisions of Chapter 126. [Added 9-26-2007 by L.L. No. 2-2007]***

CVE will so comply.

§ 127-11. Approval of final plat.

A. ***Within 62 days of the submission of a plat in final form for approval, a hearing shall be held by the Planning Board. This hearing shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing; provided, however, that when the Planning Board deems the final plat to be in substantial agreement with a preliminary plat as approved, including any modifications in accordance with requirements of such approval if such preliminary plat has been approved with modifications, the Planning Board may waive the requirement for such public hearing. [Amended 6-23-1993 by Ord. No. 5-1993]***

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[4] Editor's Note: A fee schedule is on file at the office of the Town Clerk.

No response necessary.

B. ***The Planning Board shall by resolution conditionally approve, conditionally approve with or without modification, disapprove or grant final approval and authorize the signing of such plat within 62 days of its receipt by the Planning Board if no hearing is held or, in the event that a hearing is held, within 62 days after the date of such hearing. This time may be extended by mutual consent of the subdivider and the Planning Board. Failure to take action on a final plat within the time prescribed therefor shall be deemed approval of the plat. [Amended 6-23-1993 by Ord. No. 5-1993]***

No response necessary.

C. ***Upon resolution of conditional approval of such final plat, the Planning Board shall empower a duly authorized officer to sign the plat upon completion of such requirements as may be stated in the resolution. Within five days of such resolution, the plat shall be certified by the Clerk of the Planning Board as conditionally approved and a copy filed in his office and a certified copy mailed to the subdivider. The copy mailed to the subdivider shall include a certified statement of such requirements which, when completed, will authorize the signing of the approved final plat. Upon completion of such requirements, the plat shall be signed by said duly authorized officer of the Planning Board. Such endorsement shall stipulate that the plat does not conflict with the County Official Map or, in cases where plats front on or have access to or are otherwise related to roads or drainage systems shown on the county map, that such plat has been approved in the manner specified by § 239-k of the General Municipal Law. Conditional approval of a final plat shall expire 180 days after the date of the resolution granting such approval unless the requirements have been certified as completed within that time. The Planning Board may, however, extend the time within which a conditionally approved plat may be submitted for signature if in its opinion such extension is warranted in the circumstances for not to exceed two additional periods of 90 days each.***

No response necessary.

D. ***Prior to granting conditional or final approval of a plat in final form, the Planning Board may permit the plat to be subdivided into two or more sections and may in its resolution granting conditional or final approval state that such requirements as it deems necessary to ensure the orderly development of the plat be completed before such sections may be signed by the Chairman of the Planning Board. Conditional or final approval of the sections of a final plat, subject to any conditions imposed by the Planning Board, shall be granted concurrently with conditional or final approval of the plat.***

No response necessary.

E. ***The signature of the duly authorized officer of the Planning Board constituting final approval by the Planning Board of a plat showing lots, blocks or sites, with or without streets or highways, or the certificate of the Town as to the date of the submission of the final plat and the failure of the Planning Board to take action thereon within the***

time prescribed shall expire within 62 days from the date of such approval or from the date such certificate is issued, unless within such sixty-two-day period such plat or a section thereof shall have been duly filed or recorded by the owner in the office of the Onondaga County Clerk. In the event that the owner shall file only a section of such approved plat in the office of the Onondaga County Clerk, the entire approved plat shall be filed within 30 days of the filing of such section with the Town Clerk in each town in which any portion of the land described in the plat is situated. Such section shall encompass at least 10% of the total number of lots contained in the approved plat, and the approval of the remaining sections of the approved plat shall expire unless said sections are filed before the expiration of the exemption period to which such plat is entitled under the provisions of Subdivision 2 of § 265-a of the Town Law. [Amended 6-23-1993 by Ord. No. 5-1993]

No response necessary.

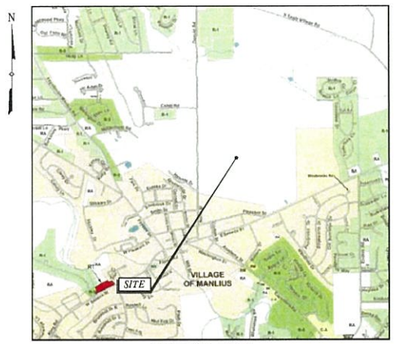
F. *No changes, erasures, modifications or revisions shall be made in any subdivision plat after approval has been given by the Planning Board and endorsed, in writing, on the plat unless said plat is first resubmitted to the Planning Board and such Board approves any modifications. In the event that any such subdivision plat is recorded without complying with the requirement, the same shall be considered null and void, and the Board shall institute proceedings to have the plat stricken from the records of the County Clerk.*

No response necessary.

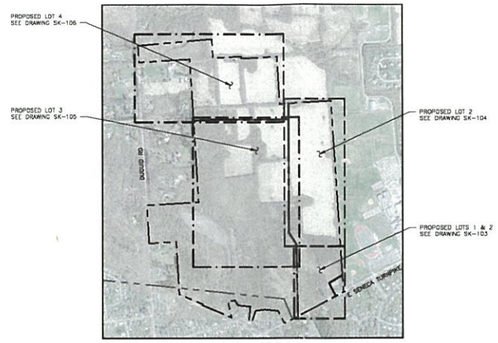
EXHIBIT G

CVE - MANLIUS

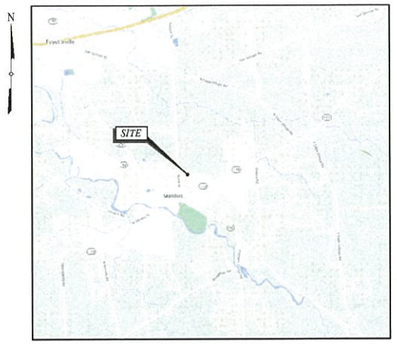
TOWN OF MANLIUS
VILLAGE OF MANLIUS
ONONDAGA COUNTY, NEW YORK



ZONING MAP
SCALE: NTS



KEY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

LIST OF DRAWINGS

SK-100	COVER SHEET
SK-101	ADJOINERS' LIST, ZONING TABLE, LEGEND & NOTES
SK-102	SUBDIVISION PLAN
SK-103	PARTIAL CONCEPT PLAN – PROPOSED LOTS 1 & 2
SK-104	PARTIAL CONCEPT PLAN – PROPOSED LOT 2
SK-105	PARTIAL CONCEPT PLAN – PROPOSED LOT 3
SK-106	PARTIAL CONCEPT PLAN – PROPOSED LOT 4

PROJECT DESIGN

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6248 STEINWAY DRIVE
JAMESVILLE, NY 13078

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ORIGINAL SIZE IN INCHES

Rev	Date	Revision	Approved
1	2/8/21	SUBMITTAL TO TOWN	

DRAWING CONTROL

Designed by: LAP	Drawn by: ECW	Checked by: MAL
Purpose	Released by	Date
For Comment		
For Approval		
For Bid		
For Construction		

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COVER SHEET

CVE MANLIUS
8119 E SENECA TURNPIKE
TOWN OF MANLIUS/VILLAGE OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/14/2020	10519.04	SK-100	1

Scale: AS NOTED

ADJOINER MAP

SCALE: NTS

ZONING TABLE

ZONE - RESTRICTED AGRICULTURAL DISTRICT (R/A)

TOWN OF MANLIUS 099-1-3 & VILLAGE OF MANLIUS 026-2-8	REQUIRED	EXISTING	PROVIDED
EXISTING CELL TOWER			LOT 1
MINIMUM FRONTAGE (155-12-A(1)) *	150 FT/200 FT	± 1,777 FT	± 150 FT
MINIMUM LOT AREA (155-12-A(1)) *	40,000 SF/100,000 SF	± 10,463,110 SF	± 51,949 FT
MINIMUM FRONT YARD SETBACK (155-12-B)	40 FT	± 171 FT	± 171 FT
MINIMUM SIDE YARD SETBACK (ONE SIDE) (155-12-B)	20 FT	± 82 FT	± 82 FT
MINIMUM SIDE YARD SETBACK (BOTH SIDES) (155-12-B)	40 FT	± 2,734 FT	± 184 FT
MINIMUM REAR YARD SETBACK (155-12-B)	40 FT	± 3,019 FT	± 50 FT

*150 FEET & 40,000 SF WHERE PUBLIC SANITARY SEWERS ARE PROVIDED, 200 FT & 100,000 SF WHERE A SEPTIC SYSTEM IS PROPOSED

ZONE - RESTRICTED AGRICULTURAL DISTRICT (R/A)

TOWN OF MANLIUS 099-1-3 & VILLAGE OF MANLIUS 26-2-6	REQUIRED		PROVIDED	
PROPOSED SPECIAL PERMIT: SOLAR ENERGY SYSTEM ARRAY (LARGE SCALE)		LOT 2	LOT 3	LOT 4
MINIMUM FRONTAGE (155-12-A(1)) *	150 FT/200 FT	± 734 FT	± 850 FT	± 279 FT
MINIMUM LOT AREA (155-12-A(1)) *	40,000 SF/100,000 SF	± 2,659,971 SF	± 5,902,579 SF	± 1,911,013 SF
MINIMUM FRONT YARD SETBACK (155-27.2-(3)(A)(2))	50 FT	± 836 FT	± 1,774 FT	± 53 FT
MINIMUM SIDE YARD SETBACK (ONE SIDE) (155-27.2-(3)(A)(2))	50 FT	± 51 FT	± 52 FT	± 56 FT
MINIMUM SIDE YARD SETBACK (BOTH SIDES) (155-27.2-(3)(A)(2))	50 FT	± 71 FT	± 508 FT	± 184 FT
MINIMUM REAR YARD SETBACK (155-27.2-(3)(A)(2))	50 FT	± 51 FT	± 50 FT	± 52 FT

*150 FEET & 40,000 SF WHERE PUBLIC SANITARY SEWERS ARE PROVIDED, 200 FT & 100,000 SF WHERE A SEPTIC SYSTEM IS PROPOSED

LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- PROPOSED TOWN EASEMENT
- ZONE BOUNDARY
- MUNICIPAL BOUNDARY
- INDEX CONTOUR
- CONTOUR
- WETLANDS DELINEATION
- 100' WETLANDS BUFFER
- YARD SETBACK
- 100' COMMERCIAL SETBACK
- SWALE
- CURB LINE
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- OVERHEAD WIRES
- CHAIN LINK FENCE
- PROPOSED CHAIN LINK FENCE
- GUIDE RAIL
- PAINTED TRAFFIC LINES
- STONE WALL
- TREE LINE
- STRUCTURE
- MONUMENT FOUND
- DRILL HOLE FOUND
- UTILITY POLE
- CATCH BASIN
- MANHOLE (UNKNOWN)
- SIGN
- BOLLARD
- TREE
- BUSH
- WETLANDS FLAG

LIST OF PROPERTY OWNERS

SECTION 026, BLOCK 3, LOT 1
FAYETTEVILLE-MANLIUS CSD
8201 SENECA TURNPIKE
MANLIUS, NY 13104-2101

SECTION 099, BLOCK 1, LOT 36
FAYETTEVILLE-MANLIUS CSD
8199 SENECA TURNPIKE
MANLIUS, NY 13104-2101

SECTION 099, BLOCK 1, LOT 14.1
KELLY REVOC TRUST ANN E
EAGLE VILLAGE ROAD
FAYETTEVILLE, NY 13066

SECTION 099, BLOCK 1, LOT 10.2
KELLY REVOC TRUST ANN E
DUGUID ROAD
FAYETTEVILLE, NY 13066

SECTION 099, BLOCK 1, LOT 6
SIN PHILLIP J
5118 DUGUID ROAD
MANLIUS, NY 13104

SECTION 099, BLOCK 1, LOT 5.2
NELSON JON C
NELSON JANE M
5100 DUGUID ROAD
MANLIUS, NY 13104-1206

SECTION 099, BLOCK 1, LOT 5.4
PETTERELLI MICHAEL N
PETTERELLI KATHRIN Z
5102 DUGUID ROAD
MANLIUS, NY 13104-1206

SECTION 099, BLOCK 1, LOT 5.7
NELSON JON C
NELSON JANE M
5100 DUGUID ROAD
MANLIUS, NY 13104-1206

SECTION 099, BLOCK 1, LOT 5.6
JACOBI PHILIP
ADORNATO-JACOBI ANN MARIE
5000 DUGUID ROAD
MANLIUS, NY 13104

SECTION 099, BLOCK 1, LOT 5.1
DIMAGGIO LEN
4900 DUGUID ROAD
MANLIUS, NY 13104-1203

SECTION 099, BLOCK 1, LOT 5.3
DIMAGGIO LEN
4900 DUGUID ROAD
MANLIUS, NY 13104-1203

SECTION 099, BLOCK 1, LOT 5.5
HABAYEB NASSIB
HABAYEB REEMA
4898 DUGUID ROAD
MANLIUS, NY 13104-1203

SECTION 099, BLOCK 1, LOT 2
CORBETT JAMES & CORBETT LAUREL
4880 DUGUID ROAD
MANLIUS, NY 13104-1203

SECTION 099, BLOCK 1, LOT 1
STAROWICZ CASIMIER
STAROWICZ CHARLES L
STAROWICZ MARTHA
CHRISTOPHER L STAROWICZ
4870 DUGUID ROAD
MANLIUS, NY 13104-1203

SECTION 099, BLOCK 1, LOT 37
SPRINGSTEEN, TIMOTHY M
1 LIMESTONE PLAZA
FAYETTEVILLE, NY 13066

SECTION 099, BLOCK 1, LOT 3
DUGUID REALTY CORPORATION
6248 STEINWAY DRIVE
MANLIUS, NY 13104-1203

SECTION 026, BLOCK 2, LOT 6
DUGUID REALTY CORPORATION
6248 STEINWAY DRIVE
JAMESVILLE, NY 13078

SECTION 026, BLOCK 2, LOT 5
KATHLEEN & GEORGE SHAHEEN
601 PLEASANT STREET
MANLIUS, NY 13104

SECTION 026, BLOCK 2, LOT 4
CAROL LYNN COOPER
603 PLEASANT STREET
MANLIUS, NY 13104-1924

SECTION 026, BLOCK 2, LOT 3.1
GRUNDER ERNA
GRUNDER TERESTO REVOCE TRUST
HENDESS NANCY
5434 SPRING VIEW DRIVE
FAYETTEVILLE, NY 13066

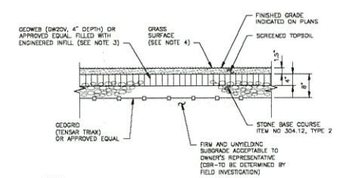
SECTION 026, BLOCK 2, LOT 2
MCLEAN CASEY
MCLEAN DONNA
617 PLEASANT STREET
MANLIUS, NY 13104-1924

SECTION 026, BLOCK 2, LOT 1.2
MARCIA J SULLIVAN
615 PLEASANT STREET
MANLIUS, NY 13104-1924

SECTION 026, BLOCK 2, LOT 1.1
KOSHINOWARSKI STOICHKO I
KOSHINOWARSKI VENETA P
621 PLEASANT STREET
MANLIUS, NY 13104-1924

SECTION 026, BLOCK 2, LOT 7
COLLINS SEAN
TRUMAN JENNA
525 PLEASANT STREET
MANLIUS, NY 13104

SECTION 026, BLOCK 2, LOT 8
STAROWICZ CHARLES L
STAROWICZ MARTHA
CHRISTOPHER L STAROWICZ
4870 DUGUID ROAD
MANLIUS, NY 13104-1203



NOTES:

1. ROAD DESIGNED TO SUPPORT A MINIMUM OF 75,000 LBS PER NYS FIRE CODE (OR TOWN APPROVED LOADING IF GREATER THAN 75,000 LBS).
2. PROVIDE FLEXIBLE DELINEATORS (CARSONITE OR APPROVED EQUAL) 2' OFF EDGE OF ROAD AT 150' INTERVALS.
3. ENGINEERED INFILL TO CONSIST OF A MIXTURE OF 67% CRUSHED AGGREGATE (AASHTO NO. 5) WITH 33% SCREENED TOPSOIL TO PROMOTE VEGETATIVE GROWTH AND PROVIDE STRUCTURAL SUPPORT. SEE SPECIFICATIONS FOR MORE DETAIL.
4. GRASS SEED MIX TO BE DROUGHT RESISTANT (ERNST'S COMMERCIAL CONSERVATION MIX OR APPROVED EQUAL).
5. GEOGRID PRODUCT NUMBER TO BE SELECTED AS FOLLOWS FROM FIELD INVESTIGATION RESULTS:

CBR	TENSAR TRIAX #
1.3 < CBR <5	T160
>5%	T130S

SK-101 GRASS SURFACED FIRE APPARATUS ACCESS ROAD

SCALE: NTS

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Rev	Date	Revision	Approved
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DRAWING CONTROL

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Purpose	Released by	Date
For Comment		
For Approval		
For Bid		
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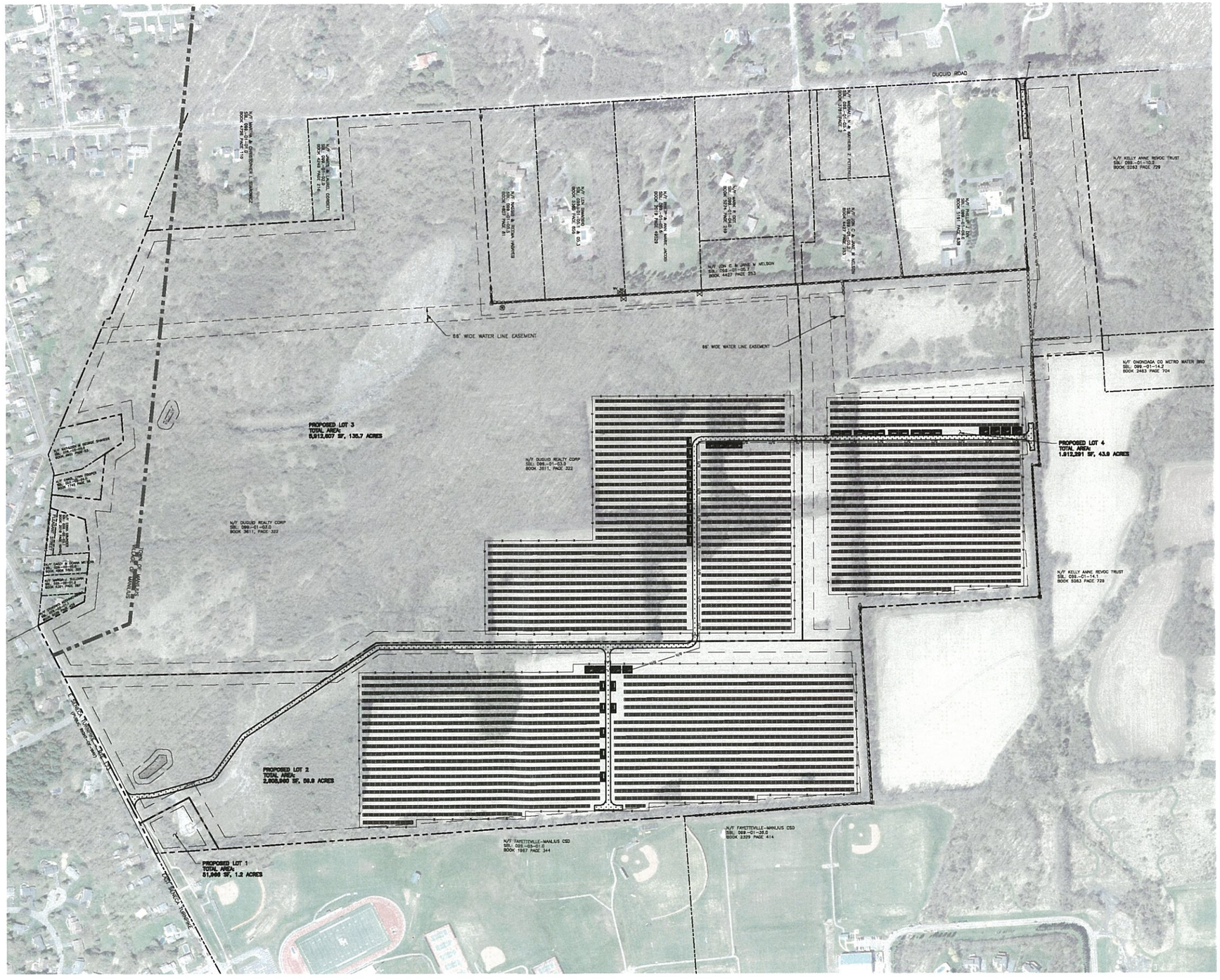
ADJOINERS LIST, ZONING TABLE, LEGEND & NOTES

CVE MANLIUS
8119 E SENECA TURNPIKE
TOWN OF MANLIUS/VILLAGE OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/14/2020	10519.04	SK-101	1
Scale: AS NOTED			



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SUBDIVSION PLAN

CVE MANLIUS
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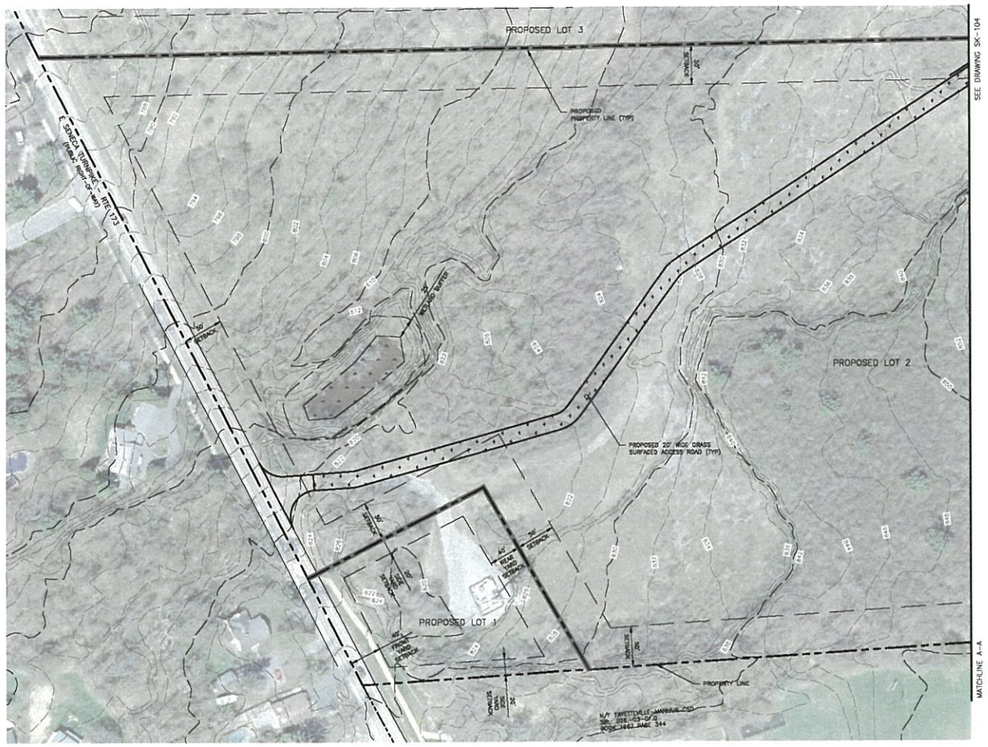
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/14/2020	10519.04	SK-102	1

Scale 1" = 150'

LEGEND

- SOLAR PANELS
- GRASS ROAD
- GRASS ROAD
- WETLANDS
- EQUIPMENT
- FENCE
- LIMIT OF DISTURBANCE
- PROPOSED PROPERTY BOUNDARY
- U/G — U/G — UNDERGROUND ELECTRIC



SK-103 PARTIAL CONCEPT PLAN
SCALE: 1" = 60'

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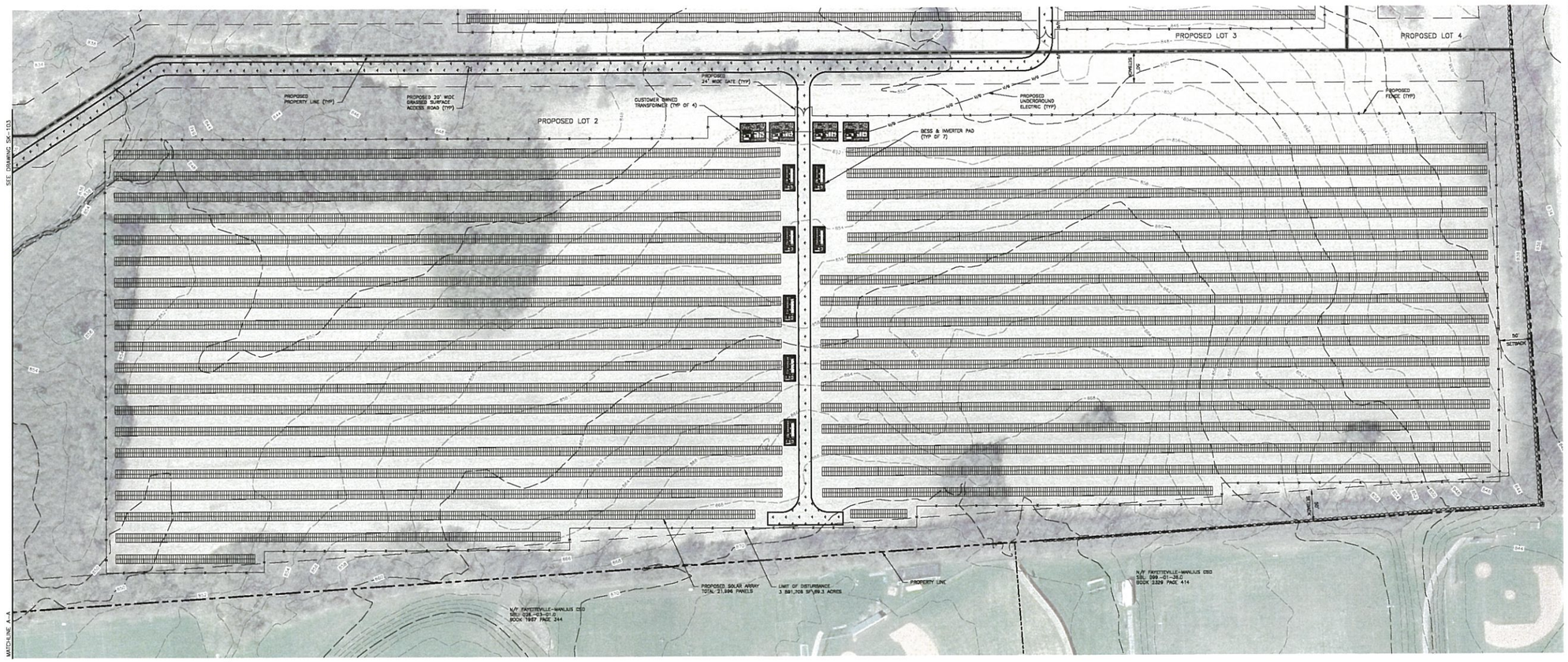
PARTIAL CONCEPT PLAN – PROPOSED LOTS 1 & 2

CVE MANILIUS
8119 E SENECA TURNPIKE
TOWN OF MANILIUS/VILLAGE OF MANILIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev.
12/14/2020	10519.04	SK-103	1

Scale 1" = 65'



1 SK-104 PARTIAL CONCEPT PLAN
SCALE: 1" = 60'

LEGEND

- SOLAR PANELS
- GRASS ROAD
- GRASS ROAD
- WETLANDS
- EQUIPMENT
- FENCE
- LIMIT OF DISTURBANCE
- PROPOSED PROPERTY BOUNDARY
- U/G — U/G — UNDERGROUND ELECTRIC

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Purpose		Released by		Date	
For Comment					
For Approval					
For Bid					
For Construction					

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PARTIAL CONCEPT PLAN - PROPOSED LOT 2

CVE MANLIUS
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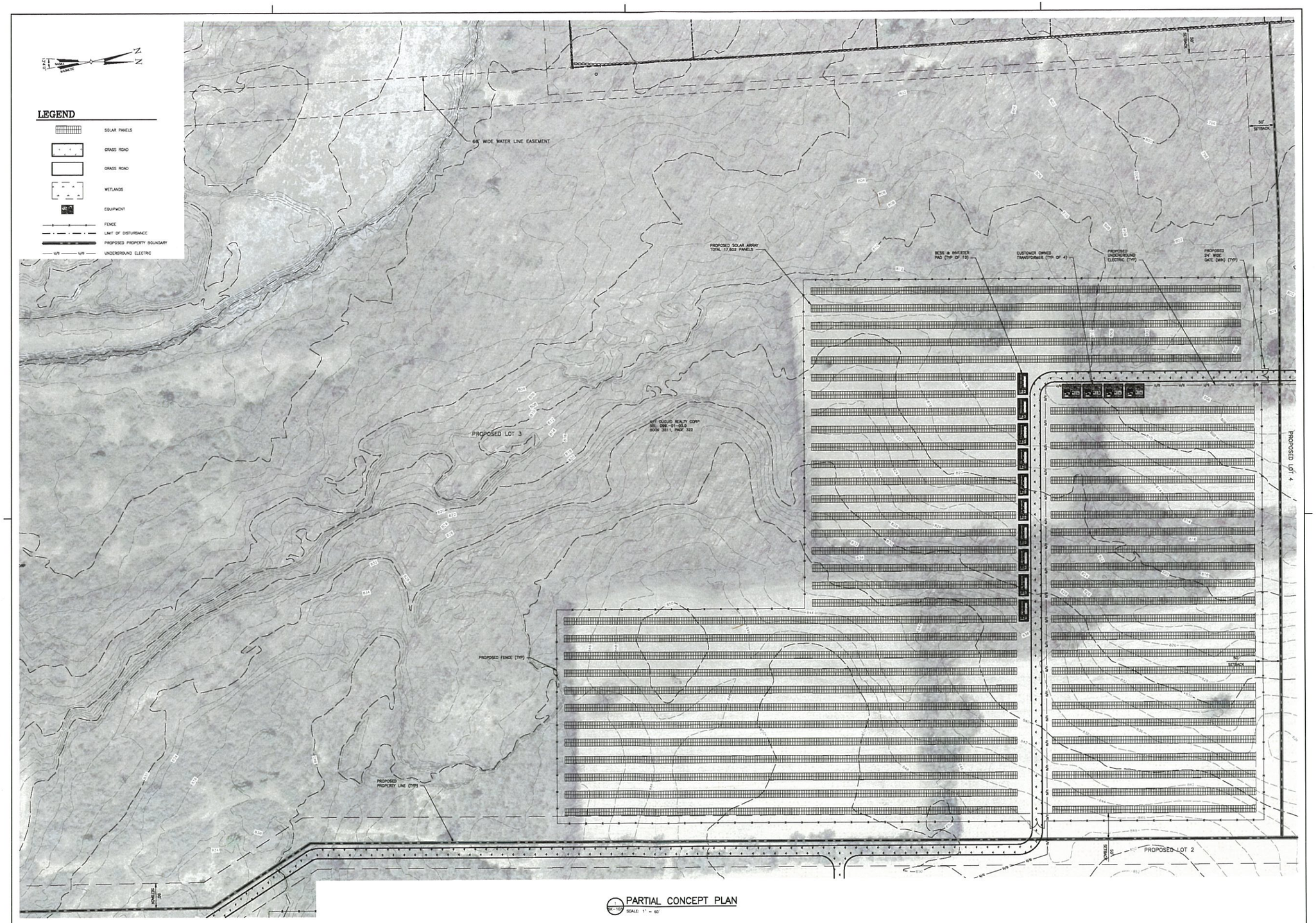
TOWN OF MANLIUS/VILLAGE OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/14/2020	10519.04	SK-104	1

Scale 1" = 60'



PARTIAL CONCEPT PLAN
SK-105
SCALE: 1" = 60'

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PARTIAL CONCEPT PLAN – PROPOSED LOT 3

CVE MANILIUS
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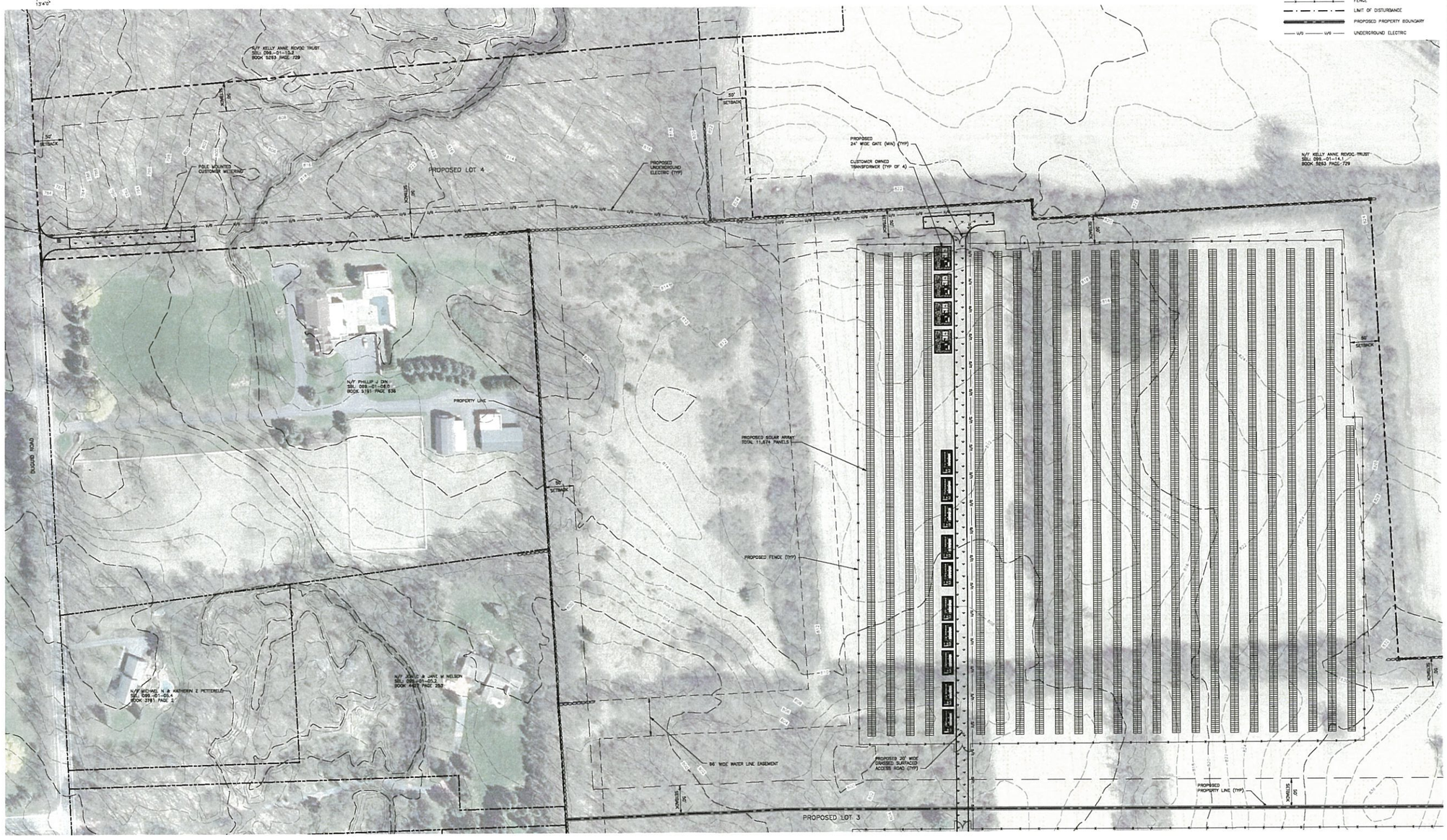
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev.
12/14/2020	10519.04	SK-105	1

Scale 1" = 60'

LEGEND

- SOLAR PANELS
- GRASS ROAD
- GRASS ROAD
- WETLANDS
- EQUIPMENT
- FENCE
- LIMIT OF DISTURBANCE
- PROPOSED PROPERTY BOUNDARY
- U/G — U/G — UNDERGROUND ELECTRIC



1 SK-106 PARTIAL CONCEPT PLAN
SCALE: 1" = 80'

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PARTIAL CONCEPT PLAN – PROPOSED LOT 4

CVE MANILIUS
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COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/14/2020	10519.04	SK-106	1

Scale 1" = 80'

EXHIBIT H

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: CVE North America, Inc. Manlius Solar Farm		
Project Location (describe, and attach a general location map): Site plan attached. Arrays are predominantly located in the agricultural field areas of the Subject Property.		
Brief Description of Proposed Action (include purpose or need): Construction of a new community solar energy farm (solar photo-voltaic array system) consisting of solar panels, associated equipment and a grass surfaced access road on an approximately 244 acre parcel located on East Seneca Turnpike in the Town of Manlius, Onondaga County, New York (Tax ID: 099.-01-03.0)		
Name of Applicant/Sponsor: CVE North America, Inc.	Telephone: 239-784-8080 E-Mail: carson.weinand@cvegroup.com	
Address: 109 West 27th Street, 8th Floor		
City/PO: New York	State: New York	Zip Code: 10001
Project Contact (if not same as sponsor; give name and title/role): Carson Weinand	Telephone: 1 301-254-2923 E-Mail: carson.weinand@cvegroup.com	
Address: 109 West 27th Street, 8th Floor		
City/PO: New York	State: New York	Zip Code: 10001
Property Owner (if not same as sponsor): Duguid Realty Corporation	Telephone: E-Mail:	
Address: 6248 Steinway Drive		
City/PO: Jamesville	State: NY	Zip Code: 13078

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	Town of Manlius Building Permit	Spring 2021
b. City, Town or Village Planning Board or Commission ☑Yes ☐ No	Manlius Town Planning Board Approval	Spring 2021
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐ No	Zoning Board Approval	Spring 2021
d. Other local agencies ☐ Yes ☑No		
e. County agencies ☐ Yes ☑No		
f. Regional agencies ☐ Yes ☑No		
g. State agencies ☑Yes ☐ No	NY SHPO approval	Summer 2021
h. Federal agencies ☑Yes ☐ No	USFWS approval	Spring 2021

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):

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):

The project is located in Onondaga County, which is the subject of the Onondaga County Agricultural and Farmland Protection Plan (April 1997). The specific project location is not listed in the Onondaga County Agricultural and Farmland Protection Plan, or any other adopted municipal open space plan or adopted municipal farmland protection plan.

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?
Town of Manlius - Restricted Agricultural District

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? Fayetteville - Manlius

b. What police or other public protection forces serve the project site?
Town of Manlius Police Department, Onondaga County Sheriff's Office, New York State Police

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

d. What parks serve the project site?
Green Lakes State Park, Mill Run Park, Beard Park, Canal Park, Lewis Park, Pratt's Falls Park, Oneida Shores Park, Onondaga Lake Park, Otisco Lake Park, Edgecliff Park, Jamesville Beach Park, Highland Forest, and Limestone Creek Greenway Trail.

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 community solar energy generation.

b. a. Total acreage of the site of the proposed action? 225.66 acres
b. Total acreage to be physically disturbed? 89.3 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 225.66 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)
Commercial
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 4
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: _____ 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 _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (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 site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

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

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

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

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

_____

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

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

If Yes:

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

_____ Square feet or 0.84 acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. n/a

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)?

Stormwater runoff will follow existing drainage patterns on-site.

- 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)

Construction equipment

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

None anticipated

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

Transformers and panel boards / electrical 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: 8 AM - 5 PM
- Saturday: n/a
- Sunday: n/a
- Holidays: n/a

ii. During Operations:

- Monday - Friday: n/a
- Saturday: n/a
- Sunday: n/a
- Holidays: n/a

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:

Noise from construction equipment and machinery may exceed existing ambient noise levels during construction Monday - Friday during working hours.

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

Describe: The proposed tree removal may be considered the removal of a natural barrier that could act as a noise barrier or screen.

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:

Odors from construction equipment and machinery may occur during construction Monday-Friday during working hours.

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: _____ tons per _____ (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: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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:

The project area is located in an area that is comprised of a mixture of residential, agricultural, and rural land uses. The project area is located adjacent to Fayetteville Manlius High School.

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	0	0	0
• Forested	~12.6	0	-12.6
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	~10.2	0	-10.2
• Agricultural (includes active orchards, field, greenhouse etc.)	~66.5	0	-66.5
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Solar panels and associated infrastructure	0	89.3	+89.3

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:

Fayetteville Manlius High School

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): C734122, C734147

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

C734147 - Willowbrook Crossing and C734122 - Hollowick, Inc. Manufacturing Facility (located ~1900 ft. west and downslope of the western edge of the parcel boundary) : both are Brownfield Cleanup Program sites where previous industrial uses occurred that may presently contain comtaminants such as PDBs, SVOCs, VOCs, or petroleum compounds.

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? ~2-4 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:

Benson silt loam	~16.6 %
Honeyove silt loam	~24.5 %
Wassaic silt loam	~40.0 %

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

e. Drainage status of project site soils:
- ☑ Well Drained: ~80 % of site
- ☑ Moderately Well Drained: ~20 % of site
- ☐ Poorly Drained _____ % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters Approximate Size >0.1 acre
- 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: _____

m. Identify the predominant wildlife species that occupy or use the project site:

Deer
Raccoon
Opossum
Squirrels
White-footed mice

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):

Northern Long-eared Bat

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:

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? ~113.2

ii. Source(s) of soil rating(s): USDA NRCS Web Soil Survey

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: Manlius Village Historic District

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

The area is an undisturbed, tree-shaded nineteenth century village.

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: Perry Springs Park, Green Lakes State Park, Mill Run Park

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

iii. Distance between project and resource: ~0.5 mile; ~0.6 mile; ~1.4 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.

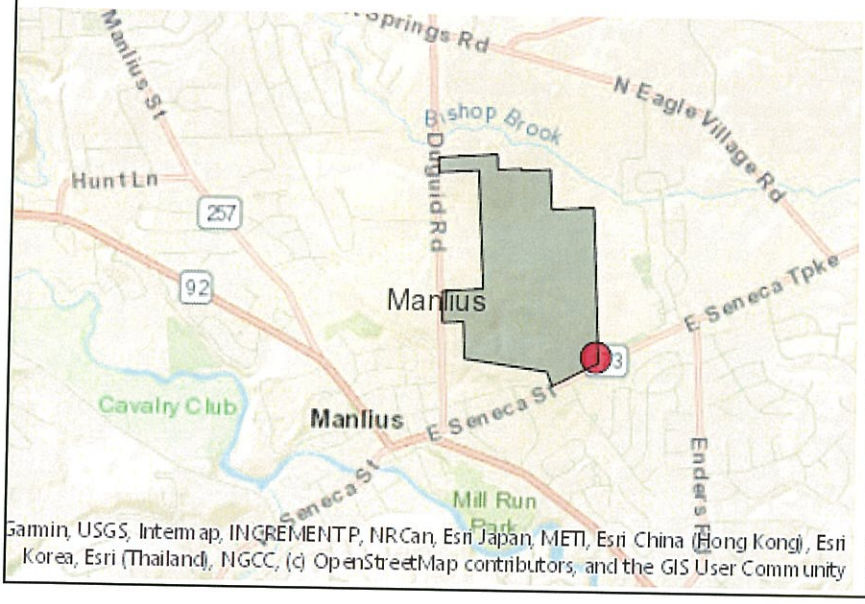
Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

PRINT FORM

EAF Mapper Summary Report

Monday, December 21, 2020 9:06 AM



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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C734122, C734147
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No

E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Manlius Village Historic District
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

EXHIBIT I

Prüfbericht-Nr.: *Test Report No.:*	**50112325 001**	**Auftrags-Nr.:** *Order No.:*	**154292134**	**Seite 1 von 18** *Page 1 of 18*
Kunden-Referenz-Nr.: *Client Reference No.:*	**417691**	**Auftragsdatum:** *Order date.:*	**21.11.2017**	
Auftraggeber: *Client:*	**Sungrow Power Supply Co., Ltd.** No. 1699 Xiyou Rd., New & High Technology Industrial Development Zone, Hefei 230088, P.R. China			
Prüfgegenstand: *Test item:*	**Grid-connected PV Inverter**			
Bezeichnung / Typ-Nr.: *Identification / Type No.:*	**SG125HV**			
Auftrags-Inhalt: *Order content:*	**EMC test**			
Prüfgrundlage: *Test specification:*	**FCC Part 15 Subpart B:2015 Class A ANSI C63.4-2014**			
Wareneingangsdatum: *Date of receipt:*	**22.09.2017**			
Prüfmuster-Nr.: *Test sample No.:*	**A00618018-001**			
Prüfzeitraum: *Testing period:*	**Refer to test report**			
Ort der Prüfung: *Place of testing:*	**Refer to Section 1.1**			
Prüflaboratorium: *Testing laboratory:*	**TÜV Rheinland (Shanghai) Co., Ltd.**			
Prüfergebnis*: *Test result*:*	**Pass**			

geprüft von / *tested by:*

Hexiong Liu

Datum *Date*	Name/Stellung *Name/Position*	Unterschrift *Signature*
28.11.2017	Hexiong Liu/Section manager	

kontrolliert von / *reviewed by:*

Xuelan Zhang

Datum *Date*	Name/Stellung *Name/Position*	Unterschrift *Signature*
28.11.2017	Xuelan Zhang/Senior project manager	

Sonstiges / *Other:*

Zustand des Prüfgegenstandes bei Anlieferung:
Condition of the test item at delivery:

Prüfmuster vollständig und unbeschädigt
Test item complete and undamaged

* Legende:	1 = sehr gut	2 = gut	3 = befriedigend	4 = ausreichend	5 = mangelhalt
	P(ass) = entspricht o.g. Prüfgrundlage(n)		F(ail) = entspricht nicht o.g. Prüfgrundlage(n)	N/A = nicht anwendbar	N/T = nicht getestet
Legend:	1 = very good	2 = good	3 = satisfactory	4 = sufficient	5 = poor
	P(ass) = passed a.m. test specifications(s)		F(ail) = failed a.m. test specifications(s)	N/A = not applicable	N/T = not tested

Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens.

This test report only relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any test mark.

V04

TEST SUMMARY

4.1.1 MAINS TERMINAL CONTINUOUS DISTURBANCE VOLTAGE
Result:
Passed

4.2.1 RADIATED EMISSION
Result:
Passed

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1 Test Sites

1.1 Test Facilities

Laboratory: Sungrow Power Supply Co., Ltd.
Address: No. 1699 Xiyou Rd., New & High Technology Industrial Development Zone, Hefei 230088, P.R. China

The used test equipments are in accordance with CISPR 16-1 series standards for measurement of radio interference.

The conducted emission and radiated emission tests have been conducted by "Sungrow Power Supply Co., Ltd." under supervision of TÜV Rheinland's engineer.

1.2 List of Test and Measurement Instruments

Table 1: List of Test and Measurement Equipment

No.	Equipment	Model	Serial no./ Inventory no.	Cal. due date
1.	EMI test receiver	ESCI	YQ-090	11.06.2018
2.	Artificial mains network	NNLK8129	YQ-089	12.06.2018
3.	10m modified semi-anechoic chamber	SAC-10	YQ-292	16.01.2020
4.	EMI test receiver	ESR7	YQ-261	11.06.2018
5.	Broadband antenna	HL562E	YQ-1267	28.08.2018

2 General Product Information

2.1 Product Function and Intended Use

The EUT (equipment under test) is a grid-connected PV inverter. For the further information, refer to the user's manual.

2.2 Ratings and System Details

Type designation	:	SG125HV
PV Input port		
MPP voltage range	:	DC 860-1450V
Max. voltage	:	DC 1500V
Max. PV input current	:	148A
AC Output		
AC rated voltage	:	3/PE, AC 600V
AC rated frequency	:	50/60Hz
Max. continuous power	:	125kW
Max. continuous current	:	120A
Power factor	:	[-0.8, 0.8]
Protection class	:	I
Operating temperature range	:	-25°C to 60°C

2.3 Independent Operation Modes

The basic operation modes are: "On" or "Off".

2.4 Description of interconnecting cables

No.	Interface and name	Shielded or not	Specified length (m)
1.	AC mains	Unshielded	>3m
2.	Signal line	shielded	<3m

2.5 Submitted Documents

Circuit diagram and rating label.

2.6 Highest frequency generated or used in the device or on which the device operates or tunes

The highest frequency used in the EUT is 20MHz.

3 Test Set-up and Operation Modes

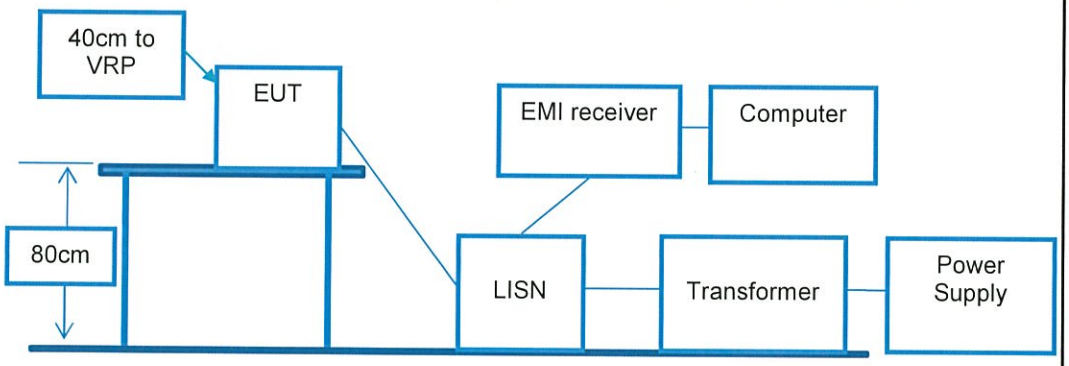
3.1 Principle of Configuration Selection

Emission: The equipment under test (EUT) was configured to measure its highest possible emission level. The test conditions were adapted accordingly in reference to the instructions for use.

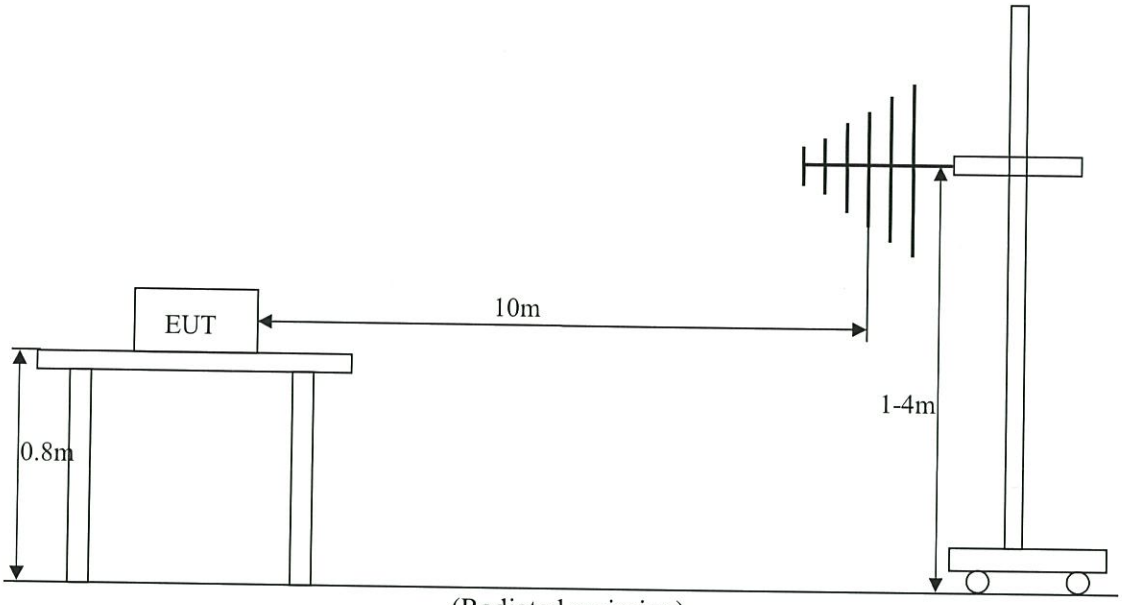
Refer to the related paragraph of this report.

3.2 Equipment and cable arrangement

Block diagram for both conducted emission and radiated emission tests is as follows:



(Conducted emission)



(Radiated emission)

Refer to photographs on section 6 for test setups for both conducted emission test and radiated emission test.

3.3 Test Operation and Test Software

No special test software was used during the tests.

3.4 Special Accessories and Auxiliary Equipment

During the tests, the auxiliary equipment was used as following.

Auxiliary equipment	Manufacture	Rated parameters
Computer	ASUS	SonicMaster
Transformer	Hefei ECRIEE-TAMURA Electric Co. Ltd	OEYGS120KVA, Input: AC 400V; Output: AC 480V/540V/690V, 50Hz, 120kVA
PV simulator	REGATRON AG	TopCon Quadro,TCP32.1000.400.PV.HMI, Input:3*400VAC,48-62HZ,3*60A, output:0-1000VDC,40A,32KW

3.5 Countermeasures to achieve EMC Compliance

No special measure is employed to achieve the requirement.

4 Test Results EMISSION

4.1 Emission in the Frequency Range above 30 MHz

4.1.1 Mains Terminal Continuous Disturbance Voltage

Result:	**Passed**

Date of testing	:	29.09.2017
Test procedure	:	FCC Part 15 Subpart B:2015, ANSI C63.4-2014 & CISPR 16-1 series standards
Frequency range	:	0.15 - 30MHz
Limit	:	Class A, At mains port 0.15-0.5MHz, Quasi-peak: 79dB(μV); Average: 66dB(μV); 0.5-30MHz, Quasi-peak: 73dB(μV); Average: 60dB(μV)
Kind of test site	:	shielded room
Bandwidth of EMI receiver for final measurement	:	9 kHz
Measurement time for final measurement	:	1 s
Test voltage	:	Input: DC 860V; Output: 3-Phase AC 600V with transformer
Operational mode	:	Operated continuously with rated power
Ambient condition	:	Temperature: 23.6°C; Relative humidity: 48%
Expanded measurement uncertainty (k=2)	:	2.94dB

The measurement setup was made according to ANSI C63.4-2014 in a shielded room.
The measurement equipment like test receivers, quasi-peak detector and artificial mains network (AMN) are in compliance with CISPR 16-1 series standards.
The tested object was set-up on a wooden support. The EUT was set 0.8m away from the AMN. The cord longer than necessary to be connected to the AMN was folded forth and back parallel so as to form a bundle with a length between 0.3m and 0.4m.
The disturbance voltage test was performed on the neutral line and phase line of the power supply of the EUT respectively.

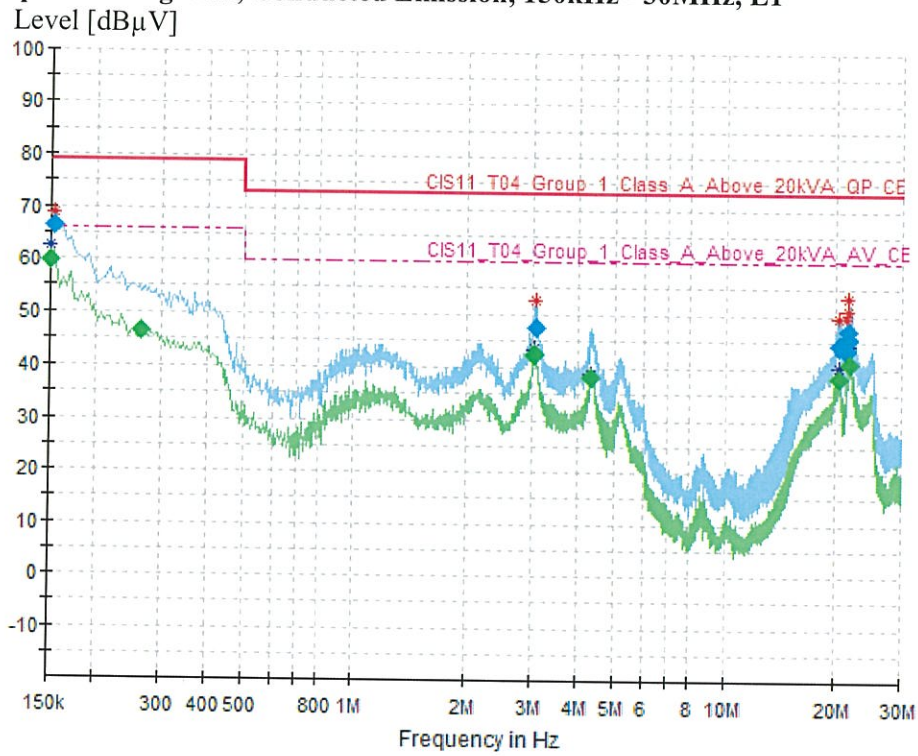
The following figures and tables were those measured by an automatic measuring system. Both quasi-peak and average measurements were performed. In the following spectral diagram, "♦(blue)" means Quasi-Peak Value and "♦(green)" means average test results.

Notes on following tables of conducted emission results and conversions:

Level (dBμV): final measurement results by using quasi-peak detector and average detector
Transd (dB): transducer factor including cable loss, insertion loss of artificial mains network and gain of pre-amplifier (if used)

Margin: Limit (dBμV) - Level (dBμV)

Figure 1: Spectral Diagrams, Conducted Emission, 150kHz - 30MHz, L1



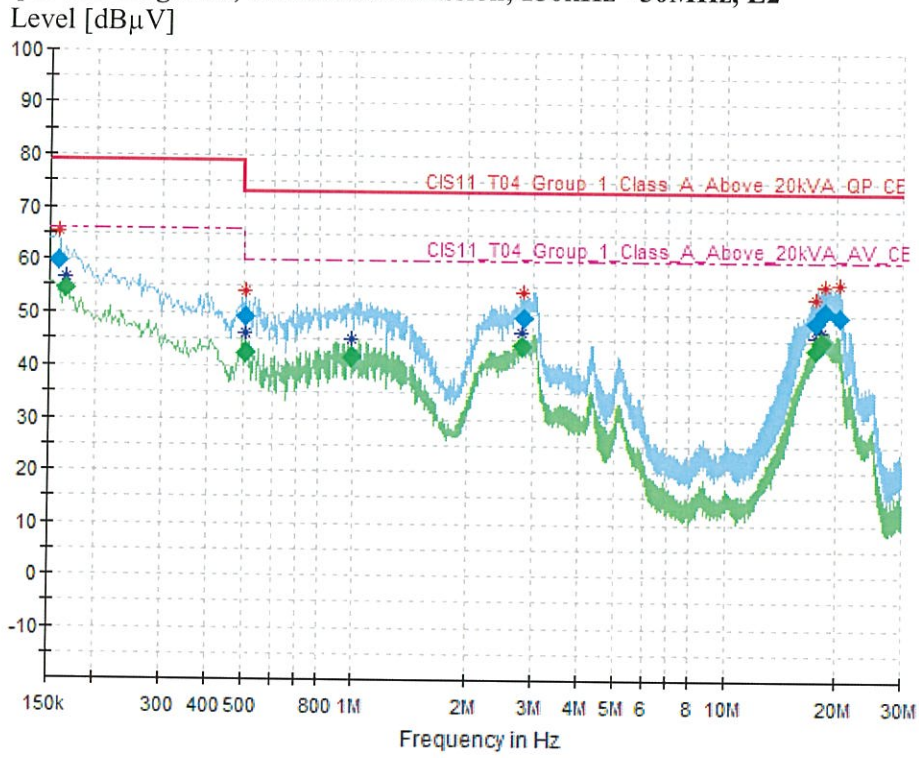
Final Quasi-peak result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.154000	66.44	79.00	12.56
3.058000	47.42	73.00	25.58
20.366000	44.07	73.00	28.93
21.366000	43.34	73.00	29.66
21.482000	45.68	73.00	27.32
21.630000	47.07	73.00	25.93

Final Average measurement result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.150000	59.49	66.00	6.51
0.266000	46.19	66.00	19.81
3.054000	42.47	60.00	17.53
4.318000	38.10	60.00	21.90
20.262000	38.19	60.00	21.81
21.746000	41.15	60.00	18.85

Figure 2: Spectral Diagrams, Conducted Emission, 150kHz - 30MHz, L2



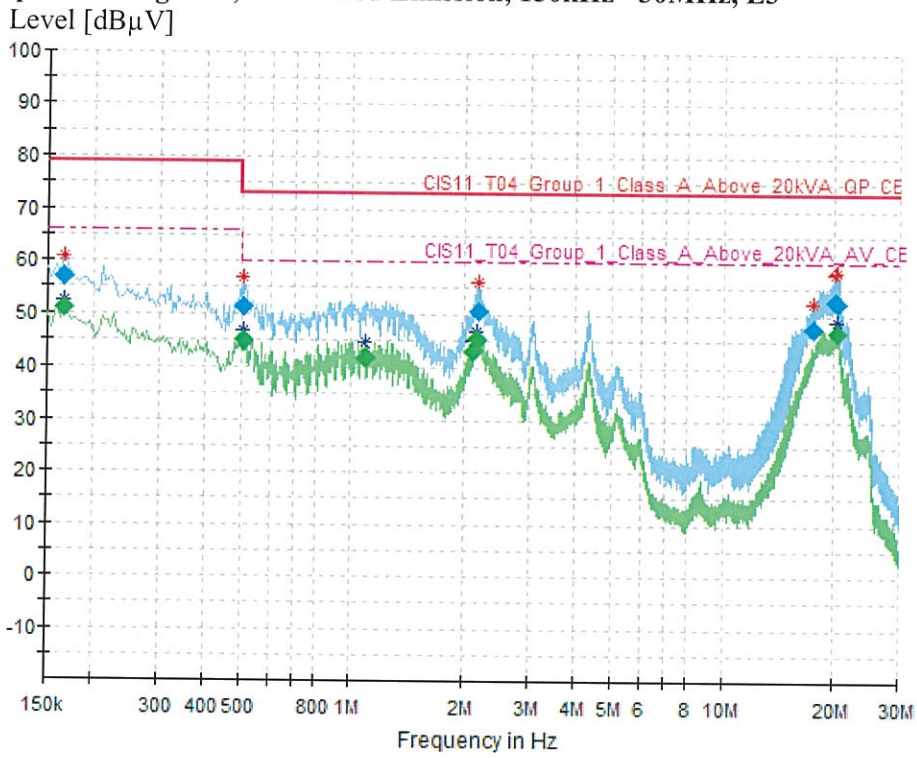
Final Quasi-peak result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.158000	59.76	79.00	19.24
0.506000	48.99	73.00	24.01
2.850000	49.12	73.00	23.88
17.618000	48.38	73.00	24.62
18.494000	50.48	73.00	22.52
20.354000	49.32	73.00	23.68

Final Average measurement result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.166000	54.34	66.00	11.66
0.506000	42.62	60.00	17.38
0.986000	41.62	60.00	18.38
2.794000	44.02	60.00	15.98
17.638000	43.54	60.00	16.46
18.214000	45.08	60.00	14.92

Figure 3: Spectral Diagrams, Conducted Emission, 150kHz - 30MHz, L3



Final Quasi-peak result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.166000	56.84	79.00	22.16
0.506000	51.06	73.00	21.94
2.174000	50.64	73.00	22.36
17.562000	47.48	73.00	25.52
20.034000	52.68	73.00	20.32
20.426000	52.16	73.00	20.84

Final Average measurement result:

Frequency (MHz)	Level (dBµV)	Limit (dBµV)	Margin (dB)
0.166000	50.98	66.00	15.02
0.506000	45.01	60.00	14.99
1.090000	41.79	60.00	18.21
2.106000	43.04	60.00	16.96
2.154000	45.18	60.00	14.82
20.434000	46.58	60.00	13.42

4.2 Emission in the Frequency Range above 30 MHz

4.2.1 Radiated Emission

Result:	**Passed**

Date of testing	:	29.09.2017
Port	:	Enclosure
Test procedure	:	FCC Part 15 Subpart B:2015, ANSI C63.4-2014 & CISPR 16-1 series standards
Frequency range	:	30 – 1000MHz Note: The highest frequency in the EUT is 20MHz. According to FCC Part 15 subpart B §15.33 (b) (1), the upper frequency for radiated emission measurement is 1,000MHz.
Limits	:	Class A, Quasi-peak limits (10m test distance): 30-88MHz, 40dBμV/m; 88-216MHz, 43.5dBμV/m; 216-960MHz, 46dBμV/m; Above 960MHz, 49.5dBμV/m.
Bandwidth of EMI receiver for final measurement	:	120 kHz
Measurement time for final measurement	:	1 s
Kind of test site	:	Semi-anechoic chamber
Test distance	:	10m
Test voltage	:	Input: DC 860V; Output: 3-Phase AC 600V
Operational mode	:	Operated continuously with rated power
Earthing	:	Earthing through plug cord. (as class I equipment)
Ambient condition	:	Temperature: 24.7°C; Relative humidity: 57%
Expanded measurement uncertainty (k=2)	:	4.76dB

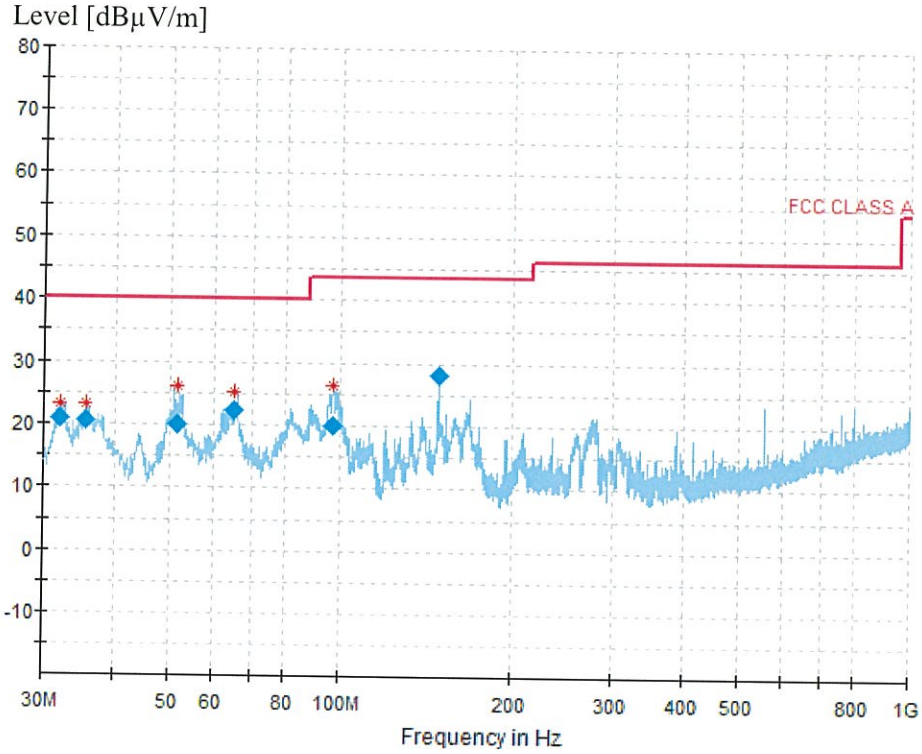
The radiated disturbance test was carried out in a semi-anechoic chamber. The test distance from the receiving antenna to the EUT is 3m. The normalized site attenuation of the semi-anechoic chamber is regularly calibrated to ensure the radiated disturbance test results are valid. During the test, the EUT was placed on a wooden support, which is 0.1m high. The wooden table was rotated 360° around and the height of the antenna was varied from 1m to 4m to find the maximum disturbance. The test was performed with the antenna both in its horizontal and vertical polarizations.

The following figures and tables were those measured by an automatic measurement system. A preview test was firstly performed with peak detector. The final test was performed with quasi-peak at those critical frequencies during the preview test. In the following spectral diagram, "*" means peak test results and "♦" means quasi-peak test results.

Notes on following tables of radiated emission results and conversions:

QuasiPeak (dBμV/m): final measurement results by using quasi-peak detector
Corr. (dB): correction factor including: antenna factor, cable loss, and gain of pre-amplifier (if used)
Margin: Limit (dBμV/m) - QuasiPeak (dBμV/m)

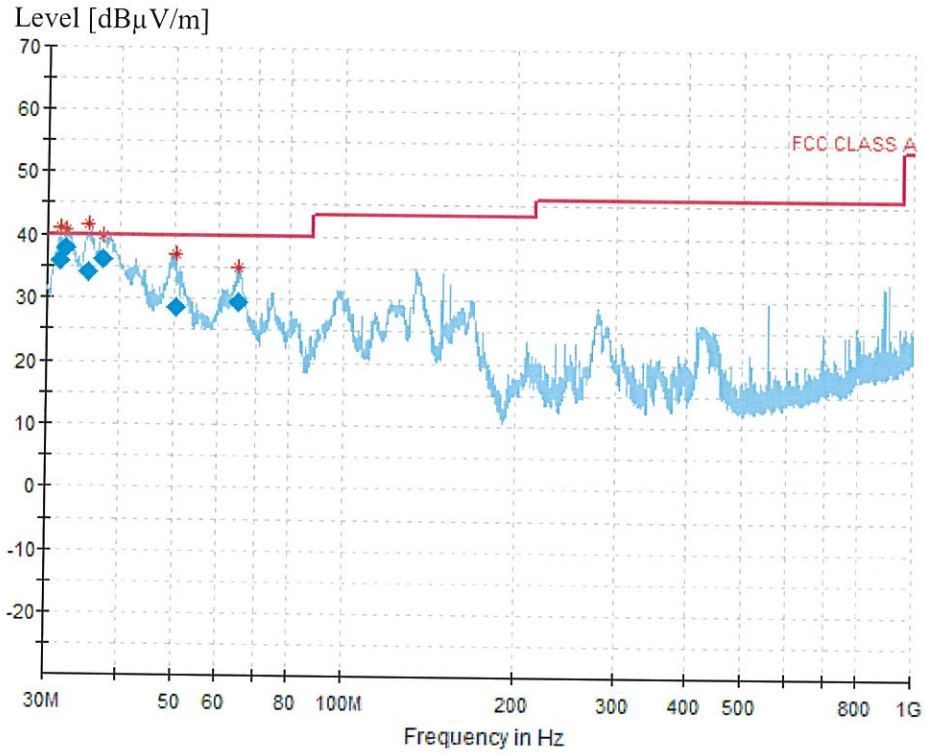
Figure 4: Spectral Diagrams and measurement results, horizontal polarization



Final Quasi-peak measurement result:

Frequency (MHz)	QuasiPeak (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Meas. Time (ms)	Bandwidth (kHz)	Height (cm)	Pol	Azimuth (deg)	Corr. (dB)
32.190556	20.94	40.00	19.06	1000.0	120.000	400.0	H	72.0	-9.5
35.598333	20.62	40.00	19.38	1000.0	120.000	400.0	H	64.0	-11.3
51.478889	20.06	40.00	19.94	1000.0	120.000	400.0	H	80.0	-20.9
65.157778	22.28	40.00	17.72	1000.0	120.000	400.0	H	274.0	-20.1
96.923333	20.04	43.50	23.46	1000.0	120.000	400.0	H	214.0	-15.7
147.717222	28.25	43.50	15.25	1000.0	120.000	400.0	H	229.0	-16.5

Figure 5: Spectral Diagrams and measurement results, vertical polarization

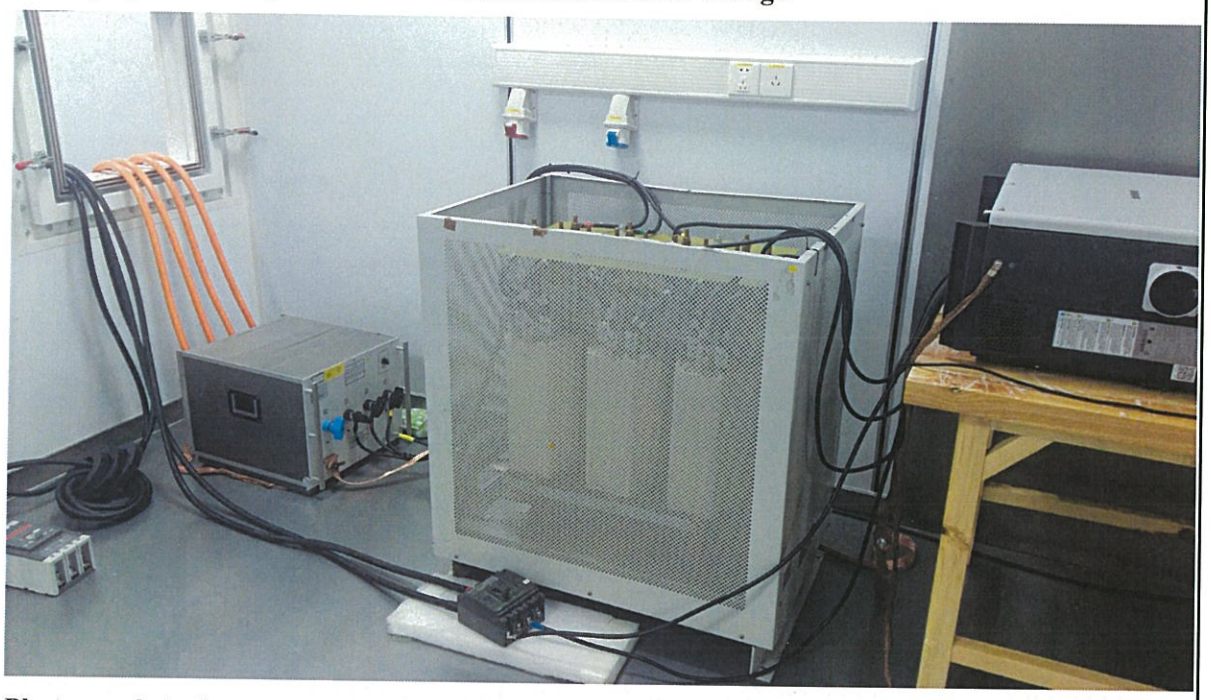


Final Quasi-peak measurement result:

Frequency (MHz)	QuasiPeak (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Meas. Time (ms)	Bandwidth (kHz)	Height (cm)	Pol	Azimuth (deg)	Corr. (dB)
31.704444	35.72	40.00	4.28	1000.0	120.000	100.0	V	45.0	-9.2
32.216667	37.71	40.00	2.29	1000.0	120.000	100.0	V	103.0	-9.5
35.400000	34.09	40.00	5.91	1000.0	120.000	300.0	V	271.0	-11.1
37.608333	36.18	40.00	3.82	1000.0	120.000	100.0	V	246.0	-12.5
50.281667	28.60	40.00	11.40	1000.0	120.000	100.0	V	72.0	-20.1
65.086667	29.44	40.00	10.56	1000.0	120.000	200.0	V	256.0	-20.2

5 Photographs of the Test Set-Up

Photograph 1: Set-up for measurement of disturbance voltage



Photograph 2: Set-up for measurement of RF radiated emission

6 List of Tables

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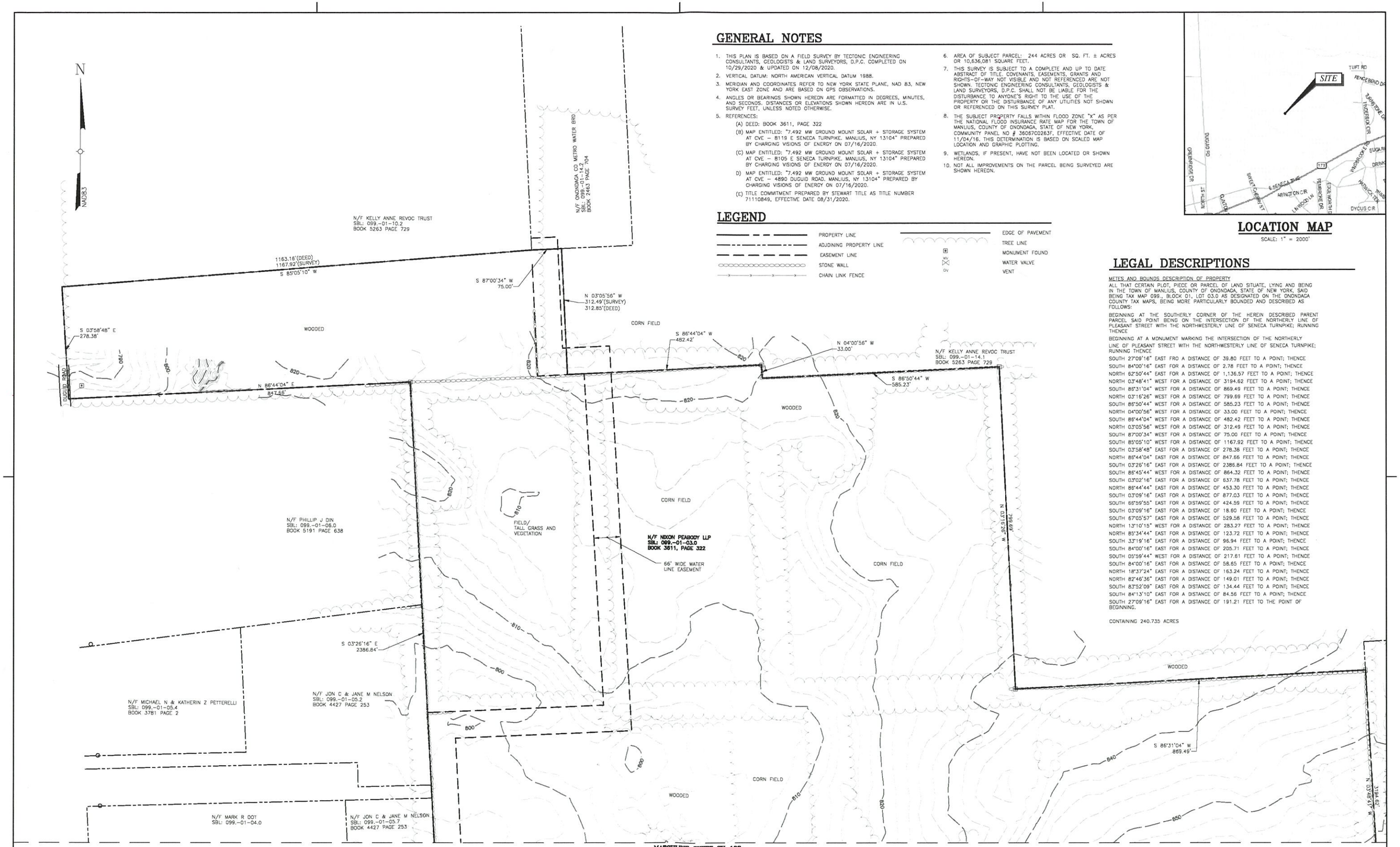
Photograph 2: Set-up for measurement of RF radiated emission 17

EXHIBIT J



GENERAL NOTES

1. THIS PLAN IS BASED ON A FIELD SURVEY BY TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. COMPLETED ON 10/29/2020 & UPDATED ON 12/08/2020.
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988.
3. MERIDIAN AND COORDINATES REFER TO NEW YORK STATE PLANE, NAD 83, NEW YORK EAST ZONE AND ARE BASED ON GPS OBSERVATIONS.
4. ANGLES OR BEARINGS SHOWN HEREON ARE FORMATTED IN DEGREES, MINUTES, AND SECONDS. DISTANCES OR ELEVATIONS SHOWN HEREON ARE IN U.S. SURVEY FEET, UNLESS NOTED OTHERWISE.
5. REFERENCES:
   - (A) DEED: BOOK 3611, PAGE 322
   - (B) MAP ENTITLED: "7.492 MW GROUND MOUNT SOLAR + STORAGE SYSTEM AT CVE – 8119 E SENECA TURNPIKE, MANLIUS, NY 13104" PREPARED BY CHARGING VISIONS OF ENERGY ON 07/16/2020.
   - (C) MAP ENTITLED: "7.492 MW GROUND MOUNT SOLAR + STORAGE SYSTEM AT CVE – 8105 E SENECA TURNPIKE, MANLIUS, NY 13104" PREPARED BY CHARGING VISIONS OF ENERGY ON 07/16/2020.
   - D) MAP ENTITLED: "7.492 MW GROUND MOUNT SOLAR + STORAGE SYSTEM AT CVE – 4890 DUGUID ROAD, MANLIUS, NY 13104" PREPARED BY CHARGING VISIONS OF ENERGY ON 07/16/2020.
   - (E) TITLE COMMITMENT PREPARED BY STEWART TITLE AS TITLE NUMBER 71110849, EFFECTIVE DATE 08/31/2020.
6. AREA OF SUBJECT PARCEL: 244 ACRES OR SQ. FT. ± ACRES OR 10,636,081 SQUARE FEET.
7. THIS SURVEY IS SUBJECT TO A COMPLETE AND UP TO DATE ABSTRACT OF TITLE, COVENANTS, EASEMENTS, GRANTS AND RIGHTS-OF-WAY NOT VISIBLE AND NOT REFERENCED ARE NOT SHOWN. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. SHALL NOT BE LIABLE FOR THE DISTURBANCE TO ANYONE'S RIGHT TO THE USE OF THE PROPERTY OR THE DISTURBANCE OF ANY UTILITIES NOT SHOWN OR REFERENCED ON THIS SURVEY PLAT.
8. THE SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR THE TOWN OF MANLIUS, COUNTY OF ONONDAGA, STATE OF NEW YORK, COMMUNITY PANEL NO # 360670C0263F, EFFECTIVE DATE OF 11/04/16. THIS DETERMINATION IS BASED ON SCALED MAP LOCATION AND GRAPHIC PLOTTING.
9. WETLANDS, IF PRESENT, HAVE NOT BEEN LOCATED OR SHOWN HEREON.
10. NOT ALL IMPROVEMENTS ON THE PARCEL BEING SURVEYED ARE SHOWN HEREON.

LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- STONE WALL
- CHAIN LINK FENCE
- EDGE OF PAVEMENT
- TREE LINE
- MONUMENT FOUND
- WV WATER VALVE
- OV VENT

LOCATION MAP

SCALE: 1" = 2000'

LEGAL DESCRIPTIONS

METES AND BOUNDS DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF MANLIUS, COUNTY OF ONONDAGA, STATE OF NEW YORK, SAID BEING TAX MAP 099., BLOCK 01, LOT 03.0 AS DESIGNATED ON THE ONONDAGA COUNTY TAX MAPS, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF THE HEREIN DESCRIBED PARENT PARCEL. SAID POINT BEING ON THE INTERSECTION OF THE NORTHERLY LINE OF PLEASANT STREET WITH THE NORTHWESTERLY LINE OF SENECA TURNPIKE; RUNNING THENCE

BEGINNING AT A MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF PLEASANT STREET WITH THE NORTHWESTERLY LINE OF SENECA TURNPIKE; RUNNING THENCE

SOUTH 27°09'16" EAST FRO A DISTANCE OF 39.80 FEET TO A POINT; THENCE
SOUTH 84°00'16" EAST FOR A DISTANCE OF 2.78 FEET TO A POINT; THENCE
NORTH 62°50'44" EAST FOR A DISTANCE OF 1,136.57 FEET TO A POINT; THENCE
NORTH 03°48'41" WEST FOR A DISTANCE OF 3194.62 FEET TO A POINT; THENCE
SOUTH 86°31'04" WEST FOR A DISTANCE OF 869.49 FEET TO A POINT; THENCE
NORTH 03°16'26" WEST FOR A DISTANCE OF 799.69 FEET TO A POINT; THENCE
SOUTH 86°50'44" WEST FOR A DISTANCE OF 585.23 FEET TO A POINT; THENCE
NORTH 04°00'56" WEST FOR A DISTANCE OF 33.00 FEET TO A POINT; THENCE
SOUTH 86°44'04" WEST FOR A DISTANCE OF 482.42 FEET TO A POINT; THENCE
NORTH 03°05'56" WEST FOR A DISTANCE OF 312.49 FEET TO A POINT; THENCE
SOUTH 87°00'34" WEST FOR A DISTANCE OF 75.00 FEET TO A POINT; THENCE
SOUTH 85°05'10" WEST FOR A DISTANCE OF 1167.92 FEET TO A POINT; THENCE
SOUTH 03°58'48" EAST FOR A DISTANCE OF 278.38 FEET TO A POINT; THENCE
NORTH 86°44'04" EAST FOR A DISTANCE OF 847.66 FEET TO A POINT; THENCE
SOUTH 03°26'16" EAST FOR A DISTANCE OF 2386.84 FEET TO A POINT; THENCE
SOUTH 86°45'44" WEST FOR A DISTANCE OF 864.32 FEET TO A POINT; THENCE
SOUTH 03°02'16" EAST FOR A DISTANCE OF 637.78 FEET TO A POINT; THENCE
NORTH 86°44'44" EAST FOR A DISTANCE OF 453.30 FEET TO A POINT; THENCE
SOUTH 03°09'16" EAST FOR A DISTANCE OF 877.03 FEET TO A POINT; THENCE
SOUTH 66°59'55" EAST FOR A DISTANCE OF 424.59 FEET TO A POINT; THENCE
SOUTH 03°09'16" EAST FOR A DISTANCE OF 18.60 FEET TO A POINT; THENCE
SOUTH 67°05'57" EAST FOR A DISTANCE OF 529.58 FEET TO A POINT; THENCE
NORTH 13°10'15" WEST FOR A DISTANCE OF 283.27 FEET TO A POINT; THENCE
NORTH 85°34'44" EAST FOR A DISTANCE OF 123.72 FEET TO A POINT; THENCE
SOUTH 33°19'16" EAST FOR A DISTANCE OF 96.94 FEET TO A POINT; THENCE
SOUTH 84°00'16" EAST FOR A DISTANCE OF 205.71 FEET TO A POINT; THENCE
SOUTH 05°59'44" WEST FOR A DISTANCE OF 217.61 FEET TO A POINT; THENCE
SOUTH 84°00'16" EAST FOR A DISTANCE OF 58.65 FEET TO A POINT; THENCE
NORTH 18°37'24" EAST FOR A DISTANCE OF 163.24 FEET TO A POINT; THENCE
NORTH 82°46'36" EAST FOR A DISTANCE OF 149.01 FEET TO A POINT; THENCE
SOUTH 83°52'09" EAST FOR A DISTANCE OF 134.44 FEET TO A POINT; THENCE
SOUTH 84°13'10" EAST FOR A DISTANCE OF 84.56 FEET TO A POINT; THENCE
SOUTH 27°09'16" EAST FOR A DISTANCE OF 191.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 240.735 ACRES

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Rev	Date	Revision	Approved
0	12/17/20	ISSUED	

DRAWING CONTROL

Designed by: N/A	Drawn by: EE	Checked by: DS
Purpose	Released by	Date
For Comment		
For Approval		
For Bid		
For Construction		

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Mountainville, NY 10953
Phone: (845) 534-5959
(800) 829-6531
www.tectonicengineering.com

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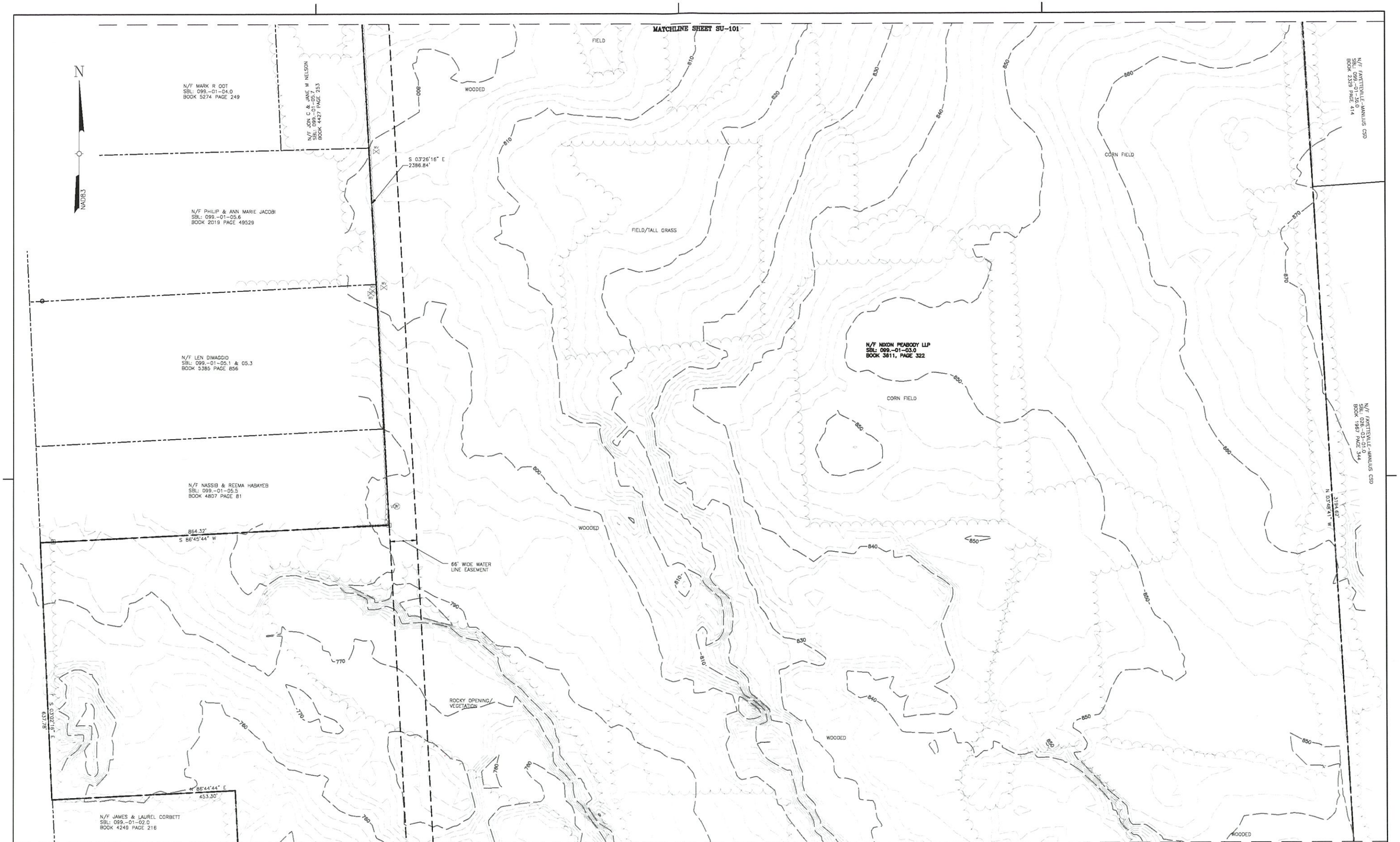
DOMINICK T. SANTINI, IV P.L.S. 61084

PARTIAL BOUNDARY SURVEY

MANLIUS
0 DUGUID ROAD
TOWN OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/17/2020	10519.04	SU-101	0
Scale 1" = 100'			



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N/A	EE	DS

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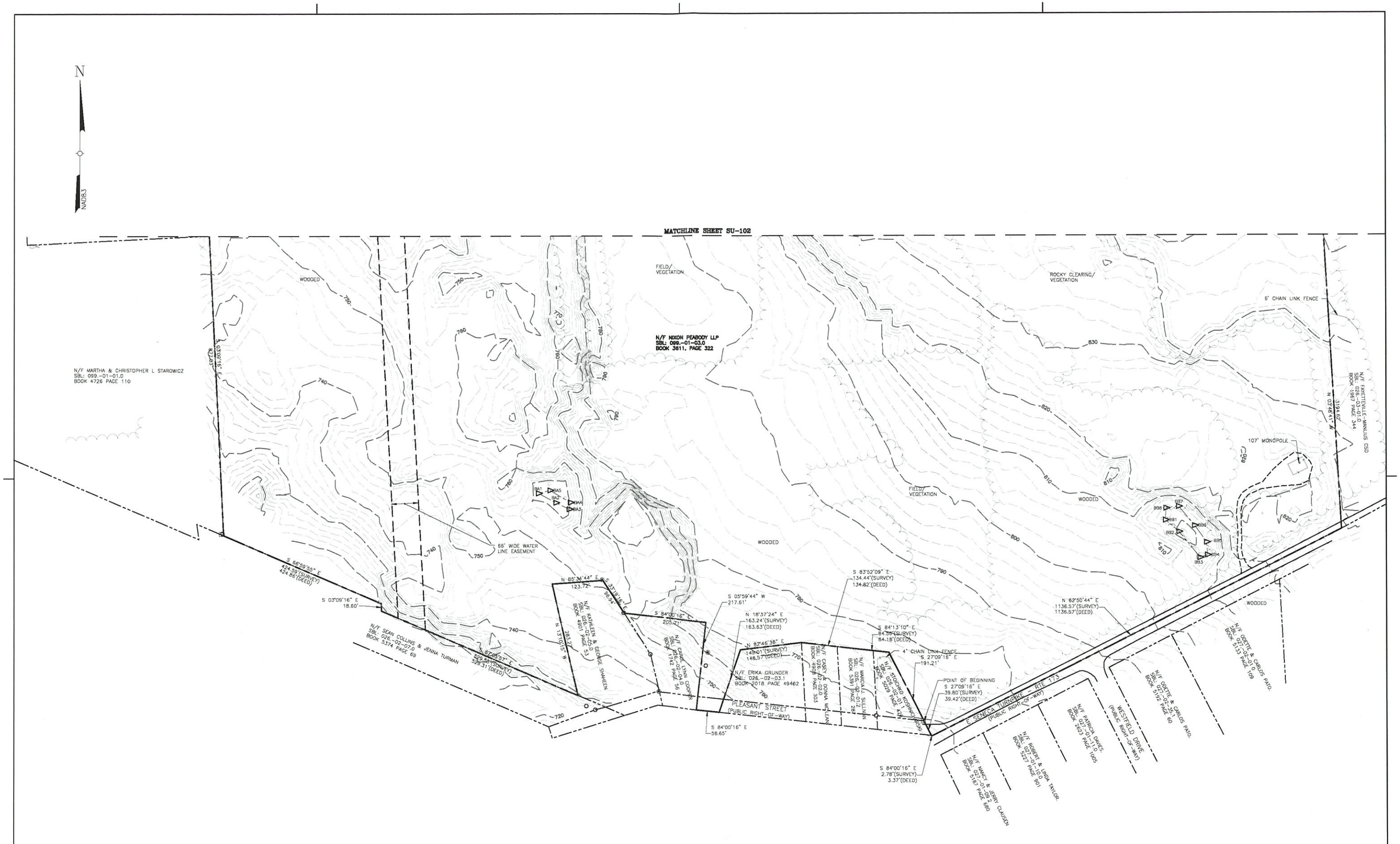
DOMINICK T. SANTINI, IV P.L.S. 51084

PARTIAL BOUNDARY SURVEY

MANLIUS
0 DUGUID ROAD
TOWN OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/17/2020	10519.04	SU-102	0
Scale 1" = 100'			



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0	12/17/20	ISSUED	

DRAWING CONTROL

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N/A	EE	DS

Purpose	Released by	Date
For Comment		
For Approval		
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For Construction		

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PARTIAL BOUNDARY SURVEY

MANLIUS
0 DUGUID ROAD
TOWN OF MANLIUS
COUNTY OF ONONDAGA, NEW YORK

Date	Work Order	Drawing No.	Rev
12/17/2020	10519.04	SU-103	0
Scale 1" = 100'			

EXHIBIT K

PUREPOWER ENGINEERING

Pure Power Engineering, Inc
111 River Street, Suite 1110
Hoboken, NJ 07030
(201) 687-9975
www.PurePower.com

February 3, 2021

Town of Manlius
Department of Planning & Development

RE: Manlius Solar PV at
4890 Duguid Road

To Whom it May Concern:

Pure Power Engineering has reviewed and stamped utility interconnection-level electrical drawing packages on behalf of the CVE Group on November 20, 2020.

To our best knowledge, the proposed PV system will not interfere with existing microwave links. We have provided an FCC test report from Sungrow Power Supply Co., the inverter manufacturer for these sites, with data regarding the electromagnetic emissions.

If you have any comments, don't hesitate to contact me.

Thank you,

Phillip Longo III

Pure Power Engineering, Inc.
111 River Street, Suite 1110
Hoboken, NJ 07030

EXHIBIT L

P 1678—Warranty Deed, Short Form with Lien Covenant. Ind or Corp - One Side Recording. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

THIS INDENTURE, made the 16th day of April 1990.

3611 PAGE 322

BETWEEN

Jennie Lombardi, 3475 S. Ocean Blvd., Palm Beach, Florida

grantor

Dogwid Realty Corp., 3475 S. Ocean Blvd., Palm Beach, Florida

grantee

MALLIS

03883

(49)

WITNESSETH, that the grantor, in consideration of one ($1.00) and other good and valuable consideration ——— Dollars, paid by the grantee, hereby grants and releases unto the grantee the heirs or successors and assigns of the grantee forever,

ALL that certain piece or parcel of land, with the buildings and improvements thereon erected as is more particularly described in Schedule A-1 through and including A-5 annexed hereto and made a part hereof.

APR 16 1990

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST. –The grantee shall quietly enjoy the said premises:

SECOND. –The grantor will forever warrant the title to said premises:

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.

In presence of:

Jennie Lombardi ..... L. S.

Jennie Lombardi ..... L. S

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that deponent resides at No. deponent is of the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

JOHN L. STINGIANO
Notary Public in the State of New York
Qualified in Onon. Co. No. 34 9200090
My Commission Expires July 31, 19[illegible]

Notary Public

STATE OF NEW YORK, COUNTY OF ONONDAGA ss.:

On the 16th day of April 1990, before me personally came

Jennie Lombardi

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

Notary Public

ALL that certain tract or parcel of land situate on Farm lots 77 and 87, partly in the Town of Manlius, and partly in the village of Manlius, County of Onondaga, State of New York, more particularly bounded and described as follows:

Beginning at a monument marking the intersection of the northerly line of Pleasant Street with the northwesterly line of Seneca Turnpike,

Thence S. 17 deg. 38' 20" E. a distance of 39.42 feet to a point in the prolongation southeasterly of the center line of said Pleasant Street,

Thence S. 74 deg. 29' 20" E. along the prolongation of the centerline of said Pleasant Street a distance of 3.37 feet more or less to the centerline of Seneca Turnpike,

Thence N. 72 deg. 21' 40" E. along the centerline of said Seneca Turnpike (at 59 feet more or less crossing an easterly line of the village of Manlius) a distance of 1136.57 feet to a point;

Thence N. 5 deg. 42' 15" E. (at 42 feet more or less passing through a monument on the northwesterly line of Seneca Turnpike) a distance of 3194.62 feet to a monument;

Thence N. 83 deg. 59' W. a distance of 869.49 feet to a stake (originally marked by a monument);

Thence N. 6 deg. 14' 30" E. a distance of 799.69 feet to a monument,

Thence N. 83 deg. 38' 20" W a distance of 585.23 feet to a monument;

Thence N. 5 deg. 30' E. a distance of 33 feet to a monument in the dividing line between farm lots 77 and 87;

Thence N. 83 deg. 45' W. along the dividing line between said farm lots 77 and 87 a distance of 557.42 feet to a monument;

Thence N. 6 deg. 25' E. a distance of 625.70 feet to a monument;

Thence N. 83 deg. 18' W. a distance of 366.83 feet to a point,

Thence S. 77 deg. 02' W. a distance of 320.26 feet to a point,

Thence S. 51 deg. 52' W. a distance of 150.55 feet to a point,

Thence S. 42 deg. 12' W. a distance of 135.69 feet to a point,

Thence S. 26 deg. 12' W. a distance of 247.06 feet to a point,

Thence S. 52 deg. 23' 40" W. a distance of 57.98 feet to a point,

Thence N. 85 deg. 07' 20" W. (at 149.21 feet more or less passing through a monument on the easterly line of Duguid Road (formerly North Street)) a distance of 182.21 feet to a point in the centerline of said Duguid Road,

Thence S. 6 deg. 28' 40" W. along the centerline of said Duguid Road a distance of 30.35 feet to a point marking the intersection of the centerline of said Duguid Road with the dividing line between said farm lots 77 and 87,

Thence S. 83 deg. 45' E. along the dividing line between said farm lots 77 and 87 (at 33 feet more or less passing through a monument on the easterly line of said Duguid Road) a distance of 847.66 feet to a monument;

Thence S. 6 deg. 04' 40" W. a distance of 2386.84 feet to a corner originally marked by a maple tree, the stump of which is still standing;

Thence N. 83 deg. 43' 20" W. (at 831.32 feet passing through a monument on the easterly line of said Duguid Road) a distance of 864.32 feet to a point in the centerline of said Duguid Road,

Thence S. 6 deg. 28' 40" W. along the centerline of said Duguid Road a distance of 637.78 feet to a point;

Thence S. 83 deg. 44' 20" E. (at 33 feet more or less passing through a point on the easterly line of said Duguid Road, which point was originally marked by a monument since replaced by an iron fence post) a distance of 435.30 feet to a monument;

Thence S. 6 deg. 21' 40" W. (at 772 feet more or less crossing a northerly boundary line of the village of Manlius) a distance of 877.03 feet to a monument in the northeasterly line of lands now or formerly owned by the Chenango Valley Railroad, said monument being about 470 feet east of the east line of said Duguid Road,

Thence S. 57 deg. 32' 20" E. along the northeasterly line of said lands of said railroad a distance of 424.86 feet to a point;
Thence continuing along the said northeasterly line of said lands of said railroad S. 6 deg. 21' 40" W. a distance of 18.60 feet to a point;
Thence continuing along said northeasterly line of said lands of said railroad S. 57 deg. 32' 20" E. a distance of 529.31 feet to a point marking the southwesterly corner of lands conveyed by The Solvay Process Company to Charles A. Horton by deed dated November 13, 1922 and recorded in the Onondaga County Clerk's Office in Book of Deeds 522 at Page 67;
Thence N. 3 deg. 39' 20" W. along said Horton's said lands a distance of 283.27 feet to a point;
Thence S. 84 deg. 54' 20" E. continuing along said Horton's said lands a distance of 123.72 feet to a point;
Thence S. 23 deg. 48' 20" E. continuing along said Horton's lands a distance of 219.89 feet to a point;
Thence S. 3 deg. 56' 20" E. continuing along said Horton's said lands a distance of 129.90 feet to a point in the centerline of said Pleasant Street marking the southeasterly corner of said Horton's said lands;
Thence S. 74 deg. 29' 20" E. along the centerline of said Pleasant Street a distance of 21.21 feet to a point marking the southwesterly corner of lands conveyed by The Solvay Process Company to Kenneth G. Ferguson and wife by deed dated June 30, 1941, and recorded in said County Clerk's Office in Book of Deeds 976 at Page 202;
Thence N. 3 deg. 56' 20" W. along said Ferguson's said lands a distance of 188.71 feet to a point;
Thence N. 88 deg. 03' 40" E. continuing along said Ferguson's said lands a distance of 132.27 feet to a point,
Thence S. 15 deg. 30' 40" W. continuing along said Ferguson's said lands a distance of 217.61 feet to a point in the centerline of said Pleasant Street marking the southeasterly corner of said Ferguson's said lands,
Thence S. 74 deg. 29' 20" E. along the centerline of said Pleasant Street a distance of 58.65 feet to a point marking the southwesterly corner of lands now or formerly occupied by the village of Manlius as a reservoir;
Thence N. 28 deg. 14' 40" E. along said lands of said village a distance of 163.63 feet to a point;
Thence S. 87 deg. 37' 20" E. continuing along said lands of said village a distance of 148.57 feet to a point marking the northeasterly corner of lands conveyed by The Solvay Process Company to Andrew J. Washo by deed dated March 11, 1943 and recorded in said County Clerk's Office in Book of Deeds 1046 at Page 263,
Thence S. 74 deg. 29' 20" E. along said Washo's said lands a distance of 134.82 feet to a point marking the northwesterly corner of lands conveyed by The Solvay Process Company to William O. Findlay by deed dated May 3, 1943 and recorded in said County Clerk's Office in Book of Deeds 1051 at Page 33,
Thence S. 74 deg. 29' 20" E. along said Findlay's said lands a distance of 84.18 feet to a point;
Thence S. 17 deg. 38' 20" E. continuing along said Findlay's said lands a distance of 191.21 feet to the point of beginning;
Containing 244.231 acres of which 1.657 acres are within street boundaries.

Being a portion of the same premises conveyed to The Solvay Process Company (a predecessor of said party of the first part) by Edward H. Foley and Josephine M. Foley, his wife, by deed dated November 25, 1910 and recorded in the Onondaga County Clerk's Office in Book of Deeds 404 at Page 149, etc.

This conveyance is made subject to the rights of the public in and to the portions of the public streets or highways known

as Pleasant Street, Seneca Turnpike and Duguid Road which are included in the foregoing description or which adjoin the above-described premises and to the following farm lease, rights and permits affecting portions of said above-described premises:

1. Permit granted by The Solvay Process Company to W. J. Phillips to erect and maintain poles with wires and apparatus thereon for transmitting electricity within the limits of Pleasant Street and Seneca Turnpike in front of or adjoining said premises by unrecorded revocable agreement dated November 18, 1913.

2. The rights granted by Charles A. Hinsdell to the American Telephone & Telegraph Company for its lines of telephone and telegraph across said premises by agreement dated March 30, 1908 and recorded in the Onondaga County Clerk's Office in Book of Deeds 377 at Page 471.

3. The rights granted by Thomas F. Anderson to the American Telephone & Telegraph Company for its lines of telephone and telegraph across said premises by unrecorded agreement dated April 1, 1908.

Being the same premises conveyed by Allied Chemical & Dye Corporation to William S. Kelly and Tarky Lombardi by deed recorded in the Onondaga County Clerk's Office on September 22, 1953 in Book 1649 of Deeds, page 618&c.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the State of New York, County of Onondaga, Town of Manlius, being a part of Lot 77 in said Town and being more particularly described as follows:

Beginning at a point in the division line between Lot 77 and Lot 87, Town of Manlius, said point being S. 83 deg. 45' E. 1163.16 feet as measured along said division line from the intersection of said division line with the centerline of Duguid Road;
Thence N. 7 deg. 56' 03" E. 312.85 feet to a point;
Thence S. 83 deg. 45' E. 75 feet to a point;
Thence S. 7 deg. 56' 03" W. 312.85 feet to a point in said lot division line;
Thence N. 83 deg. 45' W. 75 feet along said lot division line to the point and place of beginning, being a portion of the same premises conveyed by Mary A. Kelly, Ann E. Kelly and William S. Kelly to Tarky Lombardi by warranty deed recorded in the Onondaga County Clerk's Office on November 17, 1971, in Book 2464 of Deeds at Page 800&c.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Manlius, County of Onondaga and State of New York, being part of Lot 77 in said Town and being more particularly described as follows: BEGINNING at a point in the centerline of Duguid Road (said centerline being also the division line between Lot 76 and Lot 77 Town of Manlius) N. 6 deg. 28' 40" E. a distance of 30.35 feet measured along the centerline of Duguid Road from the intersection of said centerline of Duguid Road with the division line between Lot 77 and Lot 87 Town of Manlius, (said point of intersection being the southwesterly corner of Lot 77 Town of Manlius), running thence from the above mentioned point of beginning N. 5 deg. 25' 00" E. along the centerline of Duguid Road a distance of 526.40 feet to the southwesterly corner of a parcel of land conveyed to McCain, now or formerly, thence S. 83 deg. 17' 20" E. a distance of 588.38 feet along the southerly line of lands conveyed to McCain, now or formerly, and a prolongation easterly of said southerly line to a point, thence S. 77 deg. 02' W. a distance of 90.23 feet to a point, thence S. 51 deg. 52' W. a distance of 150.55 feet to a point, thence S. 42 deg. 12' W. a distance of 135.69 feet to a point, thence S. 26 deg. 12' 00" W. a distance of 247.06 feet to a point, thence S. 52 deg. 23' 40" W. a distance of 57.98 feet to a point,

thence N. 85 deg. 07' 20" W. a distance of 182.21 feet to the centerline of Duguid Road and the place of beginning. Containing 4.005 acres of land more or less exclusive of the highway.

Being the same premises conveyed by Ruth S. Dixon to Tarky Lombardi by warranty deed recorded in the Onondaga County Clerk's Office on May 14, 1970 in Book 2427 of Deeds at Page 278&c.

Subject to easements and restrictions of record.

EXCEPTING AND RESERVING THEREFROM, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Manlius and being part of Lot 77 of said Town, and being more particularly described as follows:
Beginning at a point in the centerline of Duguid Road, said point being N. 5 deg. 25' E. 278.375 feet from the intersection of the centerline of Duguid Road with the south line of Lot 77;
Thence N. 5 deg. 25' E along the centerline of Duguid Road 278.375 feet to a point,
Thence S. 83 deg. 17' 20" E. 588.38 feet to a point;
Thence N. 77 deg. 02' E. 230.03 feet to a point,
Thence S. 83 deg. 18' E. 366.83 feet to a point in the south line of land formerly owned by Carl and Kathryn Svendsen and conveyed to William S. Kelly and Tarky Lombardi by deed recorded in the Onondaga County Clerk's Office October 8, 1958 in Book 1923 of Deeds at Page 517&c;
Thence S. 6 deg. 25' W. along Svendsen's south line 312.85 feet to a point,
Thence westerly 1,190± feet to the centerline of Duguid Road and the point and place of beginning.

The excepted premises being a portion of the premises conveyed by Tarky Lombardi to Mary A. Kelly, Ann E. Kelly and William S. Kelly by warranty deed recorded in the Onondaga County Clerk's Office on November 17, 1971 in Book 2464 of Deeds at Page 806&c.

This conveyance is made subject to the following easements:

1. Easement granted to Central School District No. 1 of the Towns of Manlius, Pompey and Dewitt, County of Onondaga, and Towns of Cazenovia and Sullivan, County of Madison, by Tarky Lombardi and William S. Kelly recorded June 14, 1960 in the Onondaga County Clerk's Office in Book 2000 of Deeds, Page 165&c.

2. Easement granted to the County of Onondaga by Tarky Lombardi, William S. Kelly, Mary A. Kelly and Ann E. Kelly recorded November 4, 1971 in the Onondaga County Clerk's Office in Book 2463 of Deeds, at Page 700&c.

3. Easement granted to the County of Onondaga by Tarky Lombardi, William S. Kelly, Mary A. Kelly and Ann E. Kelly recorded November 4, 1971 in the Onondaga County Clerk's Office in Book 2463 of Deeds, at Page 708&c.

This conveyance is also subject to and together with a reciprocal right of way and easement agreement between Tarky Lombardi, the part of the first part, and William S. Kelly, Mary A. Kelly, and Ann E. Kelly, the parties of the second part, recorded November 17, 1971 in the Onondaga County Clerk's Office in Book 2464 of Deeds, at Page 815&c.

Also, Quit claiming all right, title and interest, if any, of the estate of Tarky Lombardi, Sr. in the following described premises:

Schedule A-4

Beginning at a point in the center of the Eagle Village Road said point marking the northwesterly corner of land owned by William Cheley;
Thence south 09 deg. 49' 05" east to the edge of said road and continuing along a stone wall marking the westerly boundary of said William Cheley's land two hundred nineteen (219) feet to a point in the aforementioned stone wall (said point being the southwesterly corner of lands owned by the said William Cheley);
Thence continuing along said stone wall eighty-one (81) feet to an iron pipe;
thence North 63 deg. 57' 25" West one hundred fifty (150) feet to an iron pipe;
Thence north 09 deg. 04' 35" east two hundred sixty-nine and one-half (269 1/2) feet to an iron pipe;
Thence continuing North 09 deg. 04' 35" East thirty and one-half (30 1/2) feet to the center of Eagle Village Road;
Thence South 63 deg. 57' 25" East One hundred fifty (150) feet along the center of said Eagle Village Road to the point or place of beginning.

It being the intention by this Deed to convey all of the right, title and interest in and to any premises being and lying in Farm Lot 77 and/or 87 in the Town and Village of Manlius, County of Onondaga, State of New York, and owned by the estate of Larky Lombardi, Sr.

ONONDAGA COUNTY CLERK'S OFFICE
Deed, Recorded on the
14 day of April 19 89 at
2:39 P.M. in Book 3611 Page 324
and examined.

Elaine Lytel
COUNTY CLERK

Schedule A-5

2250

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this *"Agreement")* is made this 31st day of July, 2020 (the *"Effective Date")* between Allied Realty Corp., having an address of 6248 Steinway Drive, Jamesville, New York 13078 *("SELLER"),* and CVE North America, Inc., a Delaware corporation, having an address of 109 W 27th St, New York, NY 10001 *("BUYER").* BUYER and SELLER are each a "Party" and are collectively, the "Parties."

RECITALS

WHEREAS, SELLER is the owner of the Property (as hereinafter defined); and

WHEREAS, SELLER desires to sell to BUYER, and BUYER desires to purchase from SELLER, all of SELLER's right, title and interest in and to the Property in its present as-is condition, excepting for the removal of timber and farm crops, and otherwise upon the terms and subject to the conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
PROPERTY

Section 1.01. Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYER agrees to purchase the following:

(a) all of SELLER's right, title and interest in and to that certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, consisting of approximately [two hundred twenty-four (224)] total acres, which is more particularly bounded and described on Schedule A attached hereto (which is excepting an approximately [one (1) acre to-be-subdivided parcel] from an existing two hundred and twenty-five (225) acre parcel, such one-acre-exception being the site of an existing cellular communications tower), having a street address of: No Number Duguid Road, Manlius, New York 13104, and known as Tax Map Parcel number 099.-01-03.0 (collectively, the *"Land"),* together with all buildings, structures, fixtures and other improvements located thereon, if any (the *"Improvements"),* and all streets, rights-of-way, easements, servitudes, licenses, tenements, roadways, approaches, hereditaments, and appurtenances belonging or relating thereto and all of SELLER's right, title and interest in and to the right to access and utilize all radiant energy emitted from the sun upon, over and across the Land (the Land and the Improvements, together with such other items, collectively referred to herein as the *"Property").* The Parties acknowledge and agree the Land shall be subdivided from SELLER'S existing total holdings at BUYER'S sole cost and expense. BUYER shall also have access over an existing access road maintained by Crown Castle which connects the Property to Route 173.

For purposes of this Agreement, "appurtenances" shall include all right, title and interest of SELLER, if any and to the extent the same exists, in and to (i) any strips or gores of land between the Land and abutting or adjacent properties; (ii) plans, specifications, architectural and

engineering drawings, prints, surveys, soil and substrata studies relating to the Property in SELLER's possession, whether or not stored, managed or contained on computer software or hardware; (iii) all operating manuals and books, data and records regarding the Property and its component systems in SELLER's possession, if any; (iv) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Property or the fixtures, machinery or equipment included in this sale to the extent that they may be transferred or assigned, if any; and (v) mineral rights, air rights, zoning rights and development rights, if any.

ARTICLE II
PURCHASE PRICE AND TITLE MATTERS

Section 2.01. Purchase Price. The purchase price to be paid by BUYER to SELLER for the Property (the ***"Purchase Price")*** shall be [redacted].

Section 2.02. Deposit. The following payments (collectively, the ***"Deposit')*** shall be paid by BUYER to SELLER no later than the corresponding payment date set forth below so long as this Agreement remains in effect as of such payment date, and each such Deposit payment will be non-refundable unless otherwise specified under this Agreement:

Applicable Payment Date	**Deposit Amount**
Five (5) business days after the Effective Date (the ***"Initial Deposit")***	[redacted]
Two (2) months after the Effective Date	[redacted]
Ten (10) months after the Effective Date	[redacted]
Eighteen (18) months after the Effective Date	[redacted]

Section 2.03. Payment at Closing. The balance of the Purchase Price, less the Initial Deposit, shall be payable at Closing, subject to the closing adjustments as set forth in this Agreement. For the purpose of clarity and avoidance of doubt, only the Initial Deposit shall be a credit to SELLER against the Purchase Price; the other Deposit Amounts are consideration for the BUYER's Due Diligence Period.

Section 2.04. Manner of Payment. All payments under this Agreement shall be paid by certified or official bank check or wire transfer.

ARTICLE III
TITLE AND SURVEY

Section 3.01. Title Examination; Title Commitment; Title Policy. BUYER shall have One Hundred and Fifty Days (150) days from the Effective Date to examine title to the Property (the ***"Title Inspection Period").*** BUYER may, at BUYER's sole cost and expense, obtain from any title insurance company authorized and licensed to do business in New York State (the ***"Title Company")*** a title insurance commitment covering the Land and Improvements (the ***"Title Commitment"),*** showing all matters affecting title to the Land and Improvements and binding the Title Company to issue at the Closing an Owner's Policy of Title Insurance at standard rates in the full amount of the Purchase Price, subject only to Permitted Exceptions (the *"Title Policy").*

Section 3.02. Survey. BUYER may, at BUYER's sole cost and expense, employ a surveyor or surveying firm (the *"Surveyor")* licensed by the State of New York to survey the Land and prepare and deliver to BUYER a map of an instrument survey or an ALTA survey of the Land (the *"BUYER's Survey").*

Section 3.03. Title Objections; Cure of Title Objections; BUYER's Right of Termination.

(a) BUYER shall have until the expiration of the Title Inspection Period to give written notice to SELLER (the *"Title Objection Notice")* of such objections as BUYER may have to any matters disclosed in the Title Commitment and/or as shown on the BUYER's Survey (collectively, the *"Title Objections"* or *"Objections").* Except for Monetary Objections (as defined below), any exceptions to title disclosed in the Title Commitment and any matters shown on the BUYER's Survey to which BUYER does not object under the Title Objection Notice shall be deemed to be *"Permitted Exceptions"* hereunder.

(b) Within fifteen (15) days after receipt of the Title Objection Notice (the *"SELLER Response Period"),* SELLER shall give written notice to BUYER informing BUYER whether SELLER will cure the Title Objections. If SELLER fails to give written notice of its elections with respect to such Title Objections within the SELLER Response Period, SELLER shall be deemed to have elected not to attempt to cure the matters objected to.

(c) If, subject to subsection (b) above, SELLER elects or is deemed to have elected not to cure any Title Objection, except Monetary Objections, which Monetary Objections SELLER is obligated to cure, or to make arrangements satisfactory to BUYER, in its sole discretion, to have all such Title Objections eliminated or cured prior to Closing, then BUYER shall have the right, at its option, to: (i) to accept such title as SELLER can convey notwithstanding the existence of any Objections SELLER has elected not to cure, or (ii) terminate this Agreement, and upon such termination, neither Party shall have any further rights, obligations or liabilities with respect to the other hereunder, including the return of any Deposit, except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. The foregoing provisions of this Agreement to the contrary notwithstanding, SELLER agrees to remove or discharge all mortgages, past due taxes and assessments, monetary liens, mechanic's and materialmen's liens, and other monetary encumbrances filed against the Property, or other judgments or claims that may be satisfied by the payment of a sum of money, and any Encumbrances created by SELLER or arising out of the acts or omissions of SELLER after the Effective Date (collectively, *"Monetary Objections").* In addition, if there are any Monetary Objections that SELLER fails to cure, BUYER, at BUYER's option, shall be permitted to satisfy such Monetary Objections with the proceeds of the Purchase Price and deduct the cost of such cure from the Purchase Price at Closing. SELLER shall not create or suffer to be created any easements, liens, restrictions, conditions, leases, covenants or other encumbrances (collectively, *"Encumbrances")* on or with respect to the Property after the Effective Date without the prior written consent of BUYER in each instance; provided such proposed Encumbrance does not create material risk of interfering with BUYER's contemplated future uses, financing, subdivision or other enjoyment of the Property, such consent shall not be unreasonably withheld. Any Encumbrance consented to by BUYER in writing shall be a Permitted Exception.

(d) To terminate this Agreement pursuant to this Section 3.03, BUYER must give written notice to SELLER of its election to terminate not later than thirty (30) days following the

expiration of the later of (i) the Title Inspection Period, or (ii) the SELLER Response Period. If BUYER fails to give SELLER timely notice of its election to terminate, any Objections that SELLER did not elect to cure shall be deemed to be a Permitted Exception hereunder.

Section 3.04. Amendments to Title Commitment/Revisions to Survey. If, after giving the Title Objection Notice to SELLER, BUYER receives any amendment or update to the Title Commitment or to BUYER's Survey showing any title defects which are not Permitted Exceptions, BUYER shall give written notice thereof to SELLER (delivery of such amendment or update shall constitute delivery of such notice) promptly after the date BUYER receives such amendment or update, in which case the rights of the Parties will be as set forth in Section 3.03.

Section 3.06. Conveyance of Title. At the Closing, SELLER shall convey and transfer to BUYER marketable title to the Property subject only to the Permitted Exceptions.

Section 3.07. Violations. SELLER shall be responsible for the payment of any fines or penalties (and in any event for the curing) of any violations issued by any governmental agency or authority, whether such violations are of record or not, provided, however, the amount of SELLER liability shall not exceed [redacted]

ARTICLE IV
DUE DILIGENCE

Section 4.01. Due Diligence Materials. Within fifteen(15) days after the Effective Date, SELLER shall, if not already made available to BUYER, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within SELLER's possession or control: title searches, abstracts, commitments and policies, surveys, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information, utility letters, copies of service contracts, certificate(s) of occupancy, warranties and guaranties, commission agreements, other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by BUYER (collectively, the *"Due Diligence Materials");* provided, however, SELLER makes no representation or warranty with respect to the present accuracy of any such Due Diligence Materials, it being agreed SELLER's obligation with respect thereto is to deliver true, correct copies or originals of same.

Section 4.02. Due Diligence Period. (a) BUYER, provided this Agreement is in full force and effect, including the appropriate Deposit having been made, shall have twenty-seven (27) months from the Effective Date (the *"Due Diligence Period"),* to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by BUYER) (collectively, the *"Inspections"),* as BUYER deems necessary, desirable, or appropriate in its sole and absolute discretion for the purposes of evaluating the feasibility and the location of a solar project (the *"Solar Project")* in order to develop, install, operate and maintain same, and to analyze the Due Diligence Materials. BUYER shall further have the right to seek and obtain (in a manner acceptable to BUYER in its sole and absolute discretion) governmental approvals during the Due Diligence Period, but there will not be any filings or recordings until Closing. BUYER shall have the unconditional right, for any reason or no reason

whatsoever, to terminate this Agreement upon written notice to SELLER delivered at any time on or before the last day of the Due Diligence Period. If BUYER does not timely notify SELLER of its election to terminate this Agreement on or before the last day of the Due Diligence Period, BUYER shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement including any remaining conditions to BUYER's obligation to close. If BUYER elects to terminate this Agreement as provided in this Section 4.02, this Agreement shall terminate upon BUYER's delivery of such termination notice, and upon such termination the Parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the teimination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each Party or each Party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given by BUYER or BUYER's attorney as provided in this Agreement or by fax or by email to SELLER and/or SELLER's attorney.

(b) Notwithstanding anything to the contrary contained herein, the Due Diligence Period shall be extended by one day for each day that the BUYER's performance of the Inspections is delayed by the occurrence of any Pandemic Impact (as hereinafter defined), but in no event shall any extension exceed sixty (60) days.

Section 4.03. BUYER's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 4.04, BUYER and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, *"BUYER's Representatives")* shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct the Inspections. SELLER shall reasonably cooperate with BUYER in the performance of any Inspections and the pursuit of any approvals, at no cost to SELLER, including without limitation the timely execution of any reasonably necessary applications in furtherance of receiving approvals in connection with the Solar Project. Further, BUYER shall provide proof of insurance that the individuals or companies entering upon the Property are insured prior to such individuals and companies entering upon the Property, and provide a liability insurance policy for damages to the same. BUYER, in the event that the contemplated transaction hereunder is not consummated and canceled pursuant to the terms hereof, will be responsible to substantially restore the Property to its condition as of the Effective Date. BUYER acknowledges that SELLER shall maintain all current leases *("Leases")* in place for farming and completion of the timber removal through the development period, without obligation to cancel same. BUYER shall have access to the property from Route 173 over the Crown Castle entrance. BUYER shall consult with SELLER prior to entry onto the Property, and BUYER and SELLER shall cooperate in good faith to permit BUYER to perform its diligence. BUYER and its contractors, agents and employees shall use commercially reasonable efforts to minimize any disruption of farming activities or damage to crops, and shall, whenever reasonably possible (without paying overtime charges) schedule activities such as digging soil samples or use of mechanical equipment during times of the year when crops or hunting activities will not be affected; provided, however, that BUYER will have the right to conduct such activities at any time. BUYER will reimburse SELLER for any increases in the tax amount during the development phase of this agreement.

Section 4.04. BUYER's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, BUYER shall at all times comply with all laws and regulations of all applicable governmental authorities in relation to such Inspections of the Property. In connection with such Inspections, neither BUYER nor any of BUYER's Representatives shall: (i) unreasonably interfere with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of SELLER conducted at the Property.

(b) SELLER shall allow the BUYER's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of the SELLER for the purpose of the Inspections.

ARTICLE V
CLOSING MATTERS

Section 5.01. Time and Place. The consummation of the transactions contemplated hereby (the ***"Closing")*** shall occur on or about thirty (30) days following the expiration of the Due Diligence Period (the ***"Scheduled Closing Date"),*** but in no event prior to the waiver or satisfaction of all of BUYER's conditions to closing set forth under this Agreement, through an escrow closing with the Title Company. The actual date of the Closing is referred to herein as the ***"Closing Date."*** On or before the Closing Date, SELLER shall perform the obligations set forth in Section 5.02 hereof, and BUYER shall perform the obligations set forth in Section 5.03 hereof, the performance of which obligations shall be concurrent conditions to Closing benefitting the other Party.

Section 5.02. SELLER's Closing Deliverables. At Closing, SELLER shall deliver or cause to be delivered to BUYER or Title Company, as applicable, the following executed, certified, and acknowledged by SELLER, as appropriate:

(a) a Bargain and Sale Deed with Lien Covenant (the ***"Deed"),*** conveying good, clear and marketable fee simple title to Property to BUYER, free and clear of all Encumbrances except the Permitted Exceptions, together with a corresponding New York State Department of Taxation and Finance Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (TP-584) for the Deed (the ***"TP-584")*** and a Real Property Transfer Report (RP-5217) for the Deed (the ***"RP-5217,"*** and together with the TP-584, collectively referred to herein as the ***"Transfer Tax Documents"),*** which Transfer Tax Documents will be counter-executed by BUYER;

(b) a duly executed and acknowledged affidavit(s) in a form acceptable to BUYER and the Title Company, to the effect that the Property is free from claims by parties in possession and lien claims by mechanics, materialmen and laborers, and such other lien waivers, affidavits, and other reasonably appropriate documentation (certified to BUYER and to the Title Company) as are necessary for BUYER to obtain the Title Policy, subject only to the Permitted Exceptions and Leases;

(c) a duly executed and acknowledged Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code, to the effect that SELLER is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations);

(d) such documents as BUYER or the Title Company may reasonably require as to the existence of SELLER and the authority of SELLER to sell the Property and the authority of the person or persons executing documents on behalf of SELLER;

(e) a certificate stating that SELLER's representations and warranties set forth in this Agreement are true and correct as of the Closing Date;

(f) possession of the Property free and clear of all occupants and subject only to the Permitted Exceptions and Leases, in a condition substantially similar, excepting timber removal, to its condition at the time of the signing of this Agreement, in compliance with all applicable zoning laws;

(g) Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of form 1099-S with the Internal Revenue Service and stating that the SELLER is not subject to backup withholding;

(h) a closing statement setting forth all credits, prorations and other adjustments required hereunder; and

(i) any additional documents and instruments that may be reasonably requested by the Title Company or BUYER in order to consummate the transaction described in this Agreement.

Section 5.03. BUYER' s Closing Deliverables. At Closing, BUYER shall deliver or cause to be delivered to SELLER or Title Company, as applicable, the following executed, certified, and acknowledged by BUYER, as appropriate:

(a) the balance of the Purchase Price, less the Initial Deposit, and as increased or decreased by the credits, prorations and other adjustments required hereunder;

(b) executed counterparts of the TP-584 and RP-5217 prepared by SELLER;

(c) such documents as the Title Company may reasonably require as to the existence of BUYER and authority of BUYER to purchase the Property and the authority of the person or persons executing documents on behalf of BUYER; and

(d) any additional documents and instruments that may be reasonably requested by the Title Company or SELLER in order to consummate the transaction described in this Agreement.

Section 5.04. Prorations. SELLER shall pay all real estate and ad valorem taxes, and annual installments of special assessments that are due and payable prior to Closing, on the Property for the year in which the Closing occurs, except that all taxes and assessments will be prorated between BUYER and SELLER as of the Closing Date. The proration will be computed and paid on the basis of the actual taxes and assessments for the year of Closing. If the current year's statements are not available prior to Closing, the proration will be computed on the basis of the most recent prior statements, taking into account any known changes in the tax rate(s) for the current year, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained, which latter provisions shall survive the delivery of the Deed. All taxes due as of Closing will be paid at Closing by SELLER. Notwithstanding the foregoing, BUYER agrees to reimburse SELLER at

Closing for any incremental annual increases in real property taxes during the executory period of this Agreement over the annual tax amounts in existence as of the Effective Date.

Section 5.05. Closing Costs. SELLER shall be responsible for any and all state and local real estate transfer taxes charged and/or assessed in connection with the transactions contemplated under this Agreement. BUYER shall pay for its attorney fees, the cost of recording the Deed, the cost of the Survey, and, if desired by BUYER, the premium for the cost of the Title Policy. SELLER shall pay for their attorney fees and all costs (including recording fees) associated with the removal of any title defects, monetary liens or encumbrances against the Property, if any. Each Party will pay one half (1/2) of any escrow or settlement fees charged by the Title Company. All other costs shall be paid by the parties as is customary in the county in which the Property is located.

Section 5.06. Additional Buyer Conditions to Closing. In addition to the other conditions to Closing set forth under this Agreement, the Closing, and BUYER' s obligations hereunder, shall be expressly contingent upon the following: (i) issuance to BUYER of the Title Policy insuring that fee simple title to the Property will as of Closing be vested of record in BUYER, subject to no exceptions other than the Permitted Exceptions, and insuring any appurtenant easements benefitting the Property, all on terms reasonably acceptable to BUYER, (ii) receipt by BUYER of satisfactory evidence that, as of the date of Closing, there has been no material adverse change in the condition of the Property, and (iii) due performance by SELLER on or before the date of Closing, or such other date as may be set forth herein, of each and every covenant, undertaking, and agreement to be performed by SELLER pursuant to this Agreement, and the truth of each representation and warranty made in this Agreement by SELLER on the date of Closing.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.01 Representations and Warranties by SELLER. SELLER represents and warrants to BUYER that:

(a) SELLER has full power, authority, capacity and legal right to enter into, execute and deliver this Agreement, and to assign, warrant, set-over, transfer and convey the Property, and to keep and observe all of the terms of this Agreement on SELLER's part to be performed.

(b) This Agreement, and each of SELLER's closing documents when executed and delivered by the SELLER does and will constitute the valid and legally binding obligations of the SELLER enforceable against the SELLER in accordance with their respective terms, and together constitute all of the instruments or agreements necessary to convey to the BUYER complete ownership of the Property.

(c) There are no eminent domain, condemnation or similar proceedings pending or, to the best of SELLER's knowledge, threatened with respect to the Property.

(d) There is no action, suit or proceeding (collectively, ***"Litigation")*** pending, or to the best of SELLER's knowledge threatened against or affecting SELLER's or the Property or any portion thereof, or which would relate to or affect any portion of the Property, or relating to or arising out of the ownership, management or operation of the Property in any court or before any

federal, state, county, or other municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) SELLER has not received notice of any violations of Applicable Laws with respect to the Property which have not been cured. *"Applicable Laws"* means all laws, codes, statutes, ordinances, by-laws, regulations, rules, licenses, permits, variances, governmental orders, common law, case law, title restrictions and requirements of any board of fire underwriters, insurance rating organization and other insurance requirements applicable to any given facts, things, circumstances or events.

(f) All written reports, studies, assessments, evaluations, notices, complaints, communications from government agencies or other documents with respect to any Hazardous Substances in, on, under or about the Property, any violation of Hazardous Substance Laws regarding the Property or any other environmental problems or issues regarding the Property, which have been received by SELLER or are otherwise in SELLER's possession or control *("Hazardous Substance Notices"),* are listed in Schedule B attached hereto. SELLER shall deliver to BUYER true and complete copies of all such documents. To its knowledge without further investigation, SELLER has complied and is now complying with all Hazardous Substance Laws and the requirements of any permits, licenses, or authorizations issued under such Hazardous Substance Notices with respect to the Property. To SELLER's knowledge without further investigation, Hazardous Substances have not at any time been generated, used, treated, recycled or stored on, or transported to or from, or released, deposited or disposed of on the Property, and SELLER has not used the Property for such purposes other than (i) as necessary to operate and maintain the Property, and (ii) in compliance with all Hazardous Substance Laws.

*"**Hazardous Substances**"* means any substances, materials or wastes defined, regulated or identified as hazardous or toxic by any Hazardous Substances Laws and includes oil, petroleum products, asbestos, urea formaldehyde insulation, materials containing lead, radon and flammable, combustible or explosive materials and any other substance the presence of which may require investigation or remediation under any Hazardous Substance Law or is otherwise regulated by a governmental entity which enforces such Hazardous Substance Laws.

*"**Hazardous Substance Laws**"* means any Law relating to (a) the protection of human health or the environment (including air, water vapor, surface water, groundwater, drinking water supply, and surface or subsurface land), or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, release, investigation, remediation, removal or disposal of, Hazardous Substances, including the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the federal Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 et seq., the federal Toxic Substances Act, 15 U.S.C. Section 9601 et seq., all other applicable federal, state or local laws, codes, statutes, ordinances and by-laws governing similar matters, and all rules, regulations and publications adopted or promulgated pursuant thereto.

(g) SELLER has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or

liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

(h) Except as may be reflected in public records, no commitments have been made to any governmental authority, utility company or to any other organization, group or individual relating to the Property that would impose an obligation on the BUYER to make any contribution or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property

(i) The SELLER has not entered into any contract, option, right of first refusal or other similar agreement, understanding or undertaking, with respect to the sale or leasing of the Property, or any portion thereof, excepting only an agreement for the removal of timber and so-called farming leases, copies of which are included in the Due Diligence Materials;

(j) Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (A) the organizational and authority documents of SELLER, if any, (B) to the best of the SELLER'S knowledge, any law or order, writ, injunction or decree of any applicable and competent court or governmental authority, or (C) any agreement or instrument to which the SELLER is a party or by which it is bound; or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument; and

(k) SELLER, to its knowledge, holds good, record and insurable title to the Property in fee simple subject only to present and future Permitted Exceptions.

The SELLER'S representations and warranties shall survive the closing and delivery of the Deed for a period of twelve (12) months following the Closing.

Section 6.02. Covenants of SELLER. SELLER covenants and agrees as follows:

(a) SELLER shall maintain in confidence, for the sole benefit of BUYER, all information pertaining to the financial terms of or payments under this Agreement, unless such information is in the public domain by reason of prior publication through no act or omission of SELLER or its employees or agents. SELLER shall not publish or otherwise disclose such information to others, except to financial advisors, consultants, retained experts, constituent entities of any SELLER, lawyers or other professionals who receive such information under an obligation of confidentiality.

(b) Except as otherwise permitted in this Agreement, SELLER may not, without the consent of BUYER, create or permit to be created or to remain, any Encumbrances with respect to the Property, any part thereof or SELLER's interest therein, other than the Permitted Exceptions. SELLER shall not directly or indirectly solicit, accept, or extend offers or otherwise market the Property, nor allow others to access the Property except in the normal course of SELLER's business and not in connection with any other prospective sale, lease, or other transfer of the Property.

(c) SELLER shall not use, or permit any third party to use, the Land for the exploration, drilling or mining of oil, gas or other minerals.

(d) Beginning on the Effective Date and continuing to the Closing, SELLER will continue to maintain the Property in the same condition as it exists as of the Effective Date, and, except as otherwise permitted in this Agreement, SELLER will not commit or permit waste or nuisance on the Property. In addition, SELLER will not, and will not permit others to, remove, alter, or change the grade of any dirt or topsoil, add any dirt, topsoil, or other substance or items to the Property, remove or alter any Improvements at the Property, or otherwise change the appearance or character of the Property in any manner, except as approved by BUYER in its sole discretion.

(e) SELLER shall comply with all Applicable Laws from the Effective Date to the Closing Date and cure any violations of any Applicable Laws if such violation is caused by SELLER and would create a breach of any representations or warranties contained herein.

(f) SELLER shall fully cooperate with BUYER, at no out-of-pocket expense to SELLER, in satisfying all conditions to closing under this Agreement, including with regard to any approvals and BUYER's financing, construction, installation, and operation of BUYER's Solar Project or other proposed improvements on the Property.

Section 6.03. Representations and Warranties by BUYER. BUYER represents and warrants to SELLER that:

(a) BUYER has full power, authority, capacity and legal right to enter into, execute and deliver this Agreement, and to keep and observe all of the terms of this Agreement on BUYER's part to be performed;

(b) BUYER has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors; and

(c) Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any agreement or instrument to which the BUYER is a party or by which it is bound; or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

The BUYER'S representations and warranties shall survive the closing and delivery of the Deed.

Section 6.04. Covenants of BUYER. BUYER covenants and agrees as follows:

(a) BUYER shall maintain in confidence, for the sole benefit of SELLER, all information pertaining to the financial terms of or payments under this Agreement, unless such information is in the public domain by reason of prior publication through no act or omission of BUYER or its employees or agents. BUYER shall not publish or otherwise disclose such information to others, except to financial advisors, consultants, retained experts, constituent

entities of any BUYER, lawyers or other professionals who receive such information under an obligation of confidentiality.

ARTICLE VII
DEFAULT

Section 7.01. Default by SELLER. If SELLER fails to perform any of its obligations under this Agreement and such failure continues for more than ten (10) business days after written notice thereof, or is in material breach of any of its representation or warranties contained herein and such breach continues for more than ten (10) business days after written notice thereof, or fails to close in accordance with the terms of this Agreement for any reason other than BUYER' s default hereunder or the permitted termination of this Agreement by BUYER as herein expressly provided, BUYER shall be entitled to elect one or more of the following remedies: (a) to terminate this Agreement and receive reimbursement from SELLER for all reasonable costs incurred by BUYER in furtherance of this Agreement, (b) to enforce specific performance of SELLER's obligations under this Agreement, or (c) cure or attempt to cure any default by SELLER. Notwithstanding the foregoing, nothing contained in this Section shall be construed to require BUYER to postpone the Closing, or to limit or preclude the recovery by BUYER against SELLER of any sums for damages to which BUYER may lawfully be entitled, or the exercise by BUYER of any legal or equitable rights or remedies to which BUYER may lawfully be entitled by reason of any breach or default of SELLER under this Agreement.

SELLER specifically acknowledges and agrees that the failure of SELLER to perform its agreements and covenants under this Agreement will cause irreparable injury to BUYER for which damages, even if available, will not be an adequate remedy. Accordingly, SELLER hereby consents to the granting of equitable relief (including specific performance and injunctive relief) by any court of competent jurisdiction to enforce any its covenants and obligations under this Agreement. SELLER further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such equitable relief and that this provision is without prejudice to any other rights that the parties hereto may have for any failure to perform this Agreement.

Section 7.02. Default by BUYER. If BUYER fails to perform any of its obligations under this Agreement for any reason other than SELLER's default or the permitted termination of this Agreement by BUYER as herein expressly provided, SELLER shall be entitled, as its sole remedy, to terminate this Agreement and retain the Deposit paid to SELLER as liquidated damages, it being agreed between the Parties that the actual damages to SELLER in the event of such breach are impractical to ascertain and the amount of such Deposit is a reasonable estimate thereof.

Section 7.03. Cure Period. In no event shall SELLER or BUYER be deemed to be in default of any of their respective covenants or obligations under this Agreement unless and until the non-defaulting Party shall have given notice to the defaulting Party of its alleged default, and the defaulting Party shall have failed to remedy such default within ten (10) days thereafter, or if such default is not reasonably susceptible of cure within such ten (10) day period, the defaulting Party promptly commences and diligently prosecutes such cure within such additional period of time not to exceed thirty (30) days.

ARTICLE VIII
CASUALTY; CONDEMNATION

Section 8.01 Casualty; Condemnation. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Property by fire or other casualty, or in the event of a taking of all or part of the Property by eminent domain, then at the BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease. SELLER shall have no right to terminate this Agreement in the event of any damage to or destruction of the Property by fire or other casualty, or in the event of a taking of all or part of the Property by eminent domain. If BUYER elects to proceed with Closing, it shall acquire the Property in accordance with the terms hereof and SELLER shall transfer to BUYER all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such casualty or taking and pay to BUYER all sums paid to SELLER as insurance proceeds, awards or other payments arising out of same. SELLER will not voluntarily comprise, settle, or adjust any amounts payable by reason of any casualty or taking without first obtaining the written consent of BUYER. The terms and provisions of this Section shall survive the Closing and transfer of title or termination of this Agreement.

ARTICLE IX
FUEL STORAGE TANKS

Section 9.01. No Fuel Tanks. SELLER hereby represents and warrants to BUYER that to SELLER' s knowledge, there is no fuel storage tank either above or underground at the Property.

ARTICLE X
NOTICES

Section 10.01. Notices. All notices, requests and communications ***("Notices")*** under this Agreement shall be given in writing, by (i) overnight courier, or (ii) first class registered or certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

(a) If to SELLER: Allied Realty Corp.
6248 Steinway Drive
Jamesville, New York 13078

With a copy to: Stinziano Law, PLLC
6319 Fly Road, Suite 3B
East Syracuse, New York 13057
Attn: Francis D. Stinziano, Esq.

(b) If to BUYER: CVE North America, Inc.
109 West 27th Street, 8th Floor
New York, New York 10001

With a copy to: Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attn: Ashley E. Champion, Esq.
Edward Puerta, Esq.

Notices given by overnight courier shall be deemed received on the first business day following the mailing date. Notices given by first class registered or certified mail, return receipt requested, shall be deemed to be received two (2) business days after the date that it is mailed. Any Party may, by proper written notice hereunder to the other Party, change the individual address to which such Notice shall thereafter be sent; provided, however, such new notice address will be effective ten (10) business days after delivery of Notice of the new notice address. Any notices may be delivered on behalf of either Party by such Party's counsel.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Construction of Agreement. This Agreement may be executed in one or more counterparts and each executed copy shall be deemed to be an original, is to take effect as a sealed instrument, sets forth the entire agreement between the Parties, is binding upon and inures to the benefit of the Parties and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the Parties. If two or more persons are named herein as SELLER, their obligations hereunder shall be joint and several.

Section 11.02. Broker. BUYER and SELLER each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Pyramid Brokerage Company (the ***"Broker").*** SELLER shall pay the brokerage commission due Broker in accordance with the terms and conditions of a separate written agreement. Aside from the Broker, SELLER and BUYER shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying Party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, attorneys' fees, court costs, and interest. The provisions of this Section shall survive the Closing.

Section 11.03. Further Assurances. SELLER will, whenever reasonably requested by BUYER, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Agreement.

Section 11.04. Severability. If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 11.05. Applicable Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflicts of law principles.

Section 11.06. Assignability. BUYER shall have the absolute right at any time to assign this Agreement and its rights hereunder directly or collaterally and in whole or in part, without obtaining SELLER's consent, but no such assignment shall relieve BUYER's obligations under this Agreement. The provisions of this Agreement and all other rights provided herein shall run with the land and shall be binding upon SELLER and its heirs, legal representatives, successors, and assigns and shall inure to the benefit of BUYER and its successors and assigns.

Section 11.07. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

Section 11.08. Intentionally Omitted.

Section 11.9. Time. If the final day of any period of time set forth in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such legal holiday.

Section 11.10. Memorandum. Neither BUYER nor SELLER shall record this Agreement in its entirety. BUYER and SELLER agree, however, to (simultaneously with the execution of the Agreement) execute a memorandum of this Agreement (the "Memorandum of Contract") in the form attached hereto as Exhibit B and to promptly record the Memorandum of Contract in the office of the County Clerk where the Property is located.

Section 11.11. Waiver of Jury Trial. BUYER and SELLER expressly waive any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to this Agreement because the Parties, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

ARTICLE XII
INTENTIONALLY DELETED

ARTICLE XIII
COVID-19

Section 13.01. As of the Effective Date, to the best knowledge of each Party hereunder, such Party can perform its obligations under this Agreement in accordance with its terms, notwithstanding the worldwide COVID-1 9 pandemic (the **"Pandemic")** that has occurred and is continuing as of the Effective Date. However, the impact of the Pandemic is evolving. If, after the Effective Date, either Party is rendered wholly or in part unable to perform its obligations hereunder (other than payment obligations) because of an adverse impact of the Pandemic, including, but not limited to, shortages or delays in the availability of labor, materials, commodities, energy, equipment, or fuel, whether by rule or order of any governmental or judicial authority, any changes in applicable laws or regulations, any changes in market conditions generally or locally, or otherwise (individually or collectively a **"Pandemic Impact"),** this Agreement shall remain in effect, but such Party shall be excused from the performance affected by the Pandemic Impact for the period it is unable to perform, such Party's performance shall be deemed to have

been commercially impracticable during such time, and such Party shall not be deemed to have breached this Agreement, provided that (i) the Party affected by the Pandemic Impact shall, within five (5) days after becoming aware of the Pandemic Impact, give the other Party written notice describing the particulars of the Pandemic Impact; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required to remedy the Pandemic Impact; and (iii) the affected Party shall use diligent efforts to remedy its inability to perform.

Section 13.02. The Parties acknowledge and agree that multiple Pandemic Impacts affecting the Parties' performance under this Agreement may arise, and that a Party's performance may be excused due to the effects of any one or the sum of any Pandemic Impacts. No obligations of either Party that that are not affected by any Pandemic Impact or that arise after the cessation of such Pandemic Impact shall be excused by such Pandemic Impact.

Section 13.03. If any Pandemic Impact prevents a Party from substantially performing its obligations hereunder for a period exceeding sixty (60) consecutive days (despite the affected Party's efforts to take all reasonable steps to remedy the effects of the Pandemic Impact with all reasonable dispatch), then the Party not affected by the Pandemic Impact, may terminate this Agreement by giving ten (10) days prior notice to the other Party. Upon such termination, neither Party will have any liability to the other with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising hereunder before the effective date of such termination.

Section 13.04. Whether or not any other provision of this Agreement would excuse performance, performance may be excused under this Article 13 in accordance with its terms.

ARTICLE XIV
INTENTIONALLY OMITTED

[Signature page follows immediately]

IN WITNESS WHEREOF, SELLER and BUYER have executed this Agreement to be effective as of the date set forth above.

SELLER:

ALLIED REALTY CORP.

By: _____
Name: TARKY LOMBARDI JR
Title: PRES.

BUYER:

CVE NORTH AMERICA, INC.

By: _____
Name:
Title:

SCHEDULE A

The Property

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Manlius, County of Onondaga and State of New York, being parcel ID # 099.-01-03.0.

SCHEDULE B

Hazardous Substance Notices

[None.]

EXHIBIT A

Intentionally Deleted

EXHIBIT B

Memorandum of Contract

MEMORANDUM OF CONTRACT

Contract:	Purchase and Sale Agreement dated as of July ___, 2020, between the Parties set forth below (the "Agreement").
Parties:	Allied Realty Corp., having an address of 6248 Steinway Drive, Jamesville, New York 13078 ("Seller"), and CVE North America, Inc., a Delaware corporation, having an address of 109 W 27th St, New York, NY 10001 ("Buyer").
Subject Property:	The parcel of land and improvements thereon known as Tax Map Parcel number 099.-01-03.0, located in the Town of Manlius, County of Onondaga, and State of New York, as described in the Agreement as the Property, and more particularly described on Schedule A hereto.
Conveyance of Title:	Title to the Property shall be conveyed by Seller to Buyer within thirty (30) days after the expiration of the Due Diligence Period, subject to the terms of the Agreement.
Capitalized Terms:	Capitalized terms used but not otherwise defined shall have the same meaning given to them in the Agreement.

[Nothing further on this page; signatures and acknowledgments follow.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Contract the ___ day of _____ , 2020, intending it to be recorded pursuant to Section 294 of the New York Real Property Law.

ALLIED REALTY CORP.	**CVE NORTH AMERICA, INC.**
By: _____	**By:**_____
Name:	**Name:**
Title:	**Title:**

ACKNOWLEDGMENTS

STATE OF NEW YORK)

COUNTY OF_____) ss:

On the_____ day of _____ , 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)

COUNTY OF _____) ss:

On the_____ day of _____ , 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

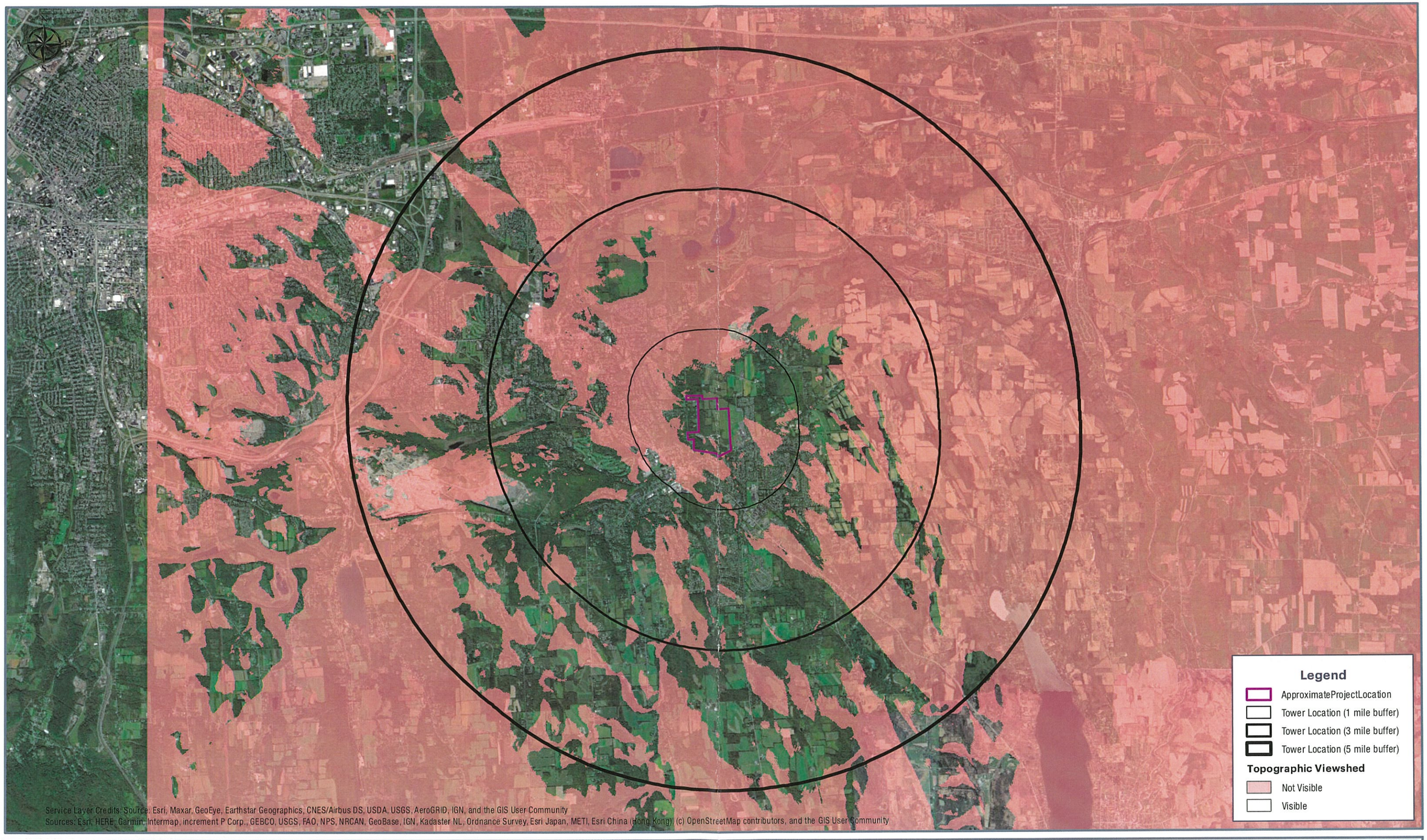
Notary Public
_____

SCHEDULE A to Memorandum of Contract

[Insert Legal Description]

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Manlius, County of Onondaga and State of New York, being parcel ID # 099.-01-03.0.

EXHIBIT M



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Manlius Solar Project
8119 East Seneca Turnpike
Manlius, New York

Viewshed Map
9684.06

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Manlius Solar Project
8119 East Seneca Turnpike
Manlius, New York

Viewshed Map
9684.06

EXHIBIT N

Back

nationalgrid

HERE WITH YOU. HERE FOR YOU.

PRELIMINARY SCREENING ANALYSIS

(re: December 2019 NYS SIR)

Interconnecting Customer:**CVE North America**

CLA.25.1-13:**00301895**

5000.00 kW (AC) Inverter Based Interconnection Project

Project Address:**4890 Duguid Road, Manlius, New York, 13104**

I. Executive Summary:

The Interconnecting Customer (IC) has submitted an application for the interconnection of the generating system described herein to the National Grid (Company) Electrical Power System (EPS). When reviewed against the requirements of the NYS DPS SIR (effective December 2019) and National Grid's Electrical Service Bulletin 756 Appendix B, the Company has determined that the local area is not suitable for the interconnection of the generator system as proposed and further evaluation would be required. The IC shall not proceed with the proposed installation of the system until these technical requirements are satisfied.

The IC Applicant may proceed to a Preliminary Analysis Results Meeting within 10 business days to help determine if they wish to i.) proceed with a Supplemental Analysis, or ii.) proceed to the full CESIR review, or iii.) withdraw their application. Significant upgrades such as substation transformer ground overvoltage protection and feeder anti-islanding protection among others will be evaluated in a Supplemental Analysis and, if necessary, in the final CESIR.

II. NYS SIR Appendix G Screening Review:

Screen A: Is the PCC on a Networked Secondary System?

Does the proposed system connect to a secondary network system?

National Grid Review Result:*No, Screen A passes. Continue to Screen B.*

Screen B: Is Certified Equipment Used?

Does the applicant propose to use equipment that has been listed to meet UL 1741 (Inverters,Converters and Charge Controllers for Use in Independent Power Systems) and for inverter basedequipment, UL 1741 and its supplement SA, by a nationally recognized testing laboratory?

National Grid review result:*Yes, Screen B passes. Continue to Screen C.*

Screen C: Is the Electric Power System (EPS) Rating Exceeded?

Does the maximum aggregated generation or loading capacity connected to an EPS (existing and approved prior to application) exceed any EPS ratings (modified per established utility practice)?

National Grid review result:*Yes, Screen C fails, the (Substation / feeder / line section) rating or operating characteristic is exceeded; please see data below.Further study is required.*

Note that the following information is based on the current status of the EPS and available information at the time of this report's issue, and are not binding if the applicant proceeds to Supplemental Screening Analysis or full CESIR. Additionally, the thermal limitation described in this screen is the device with the largest margin of failure based on aggregate DG queue. It should be noted that other equipment on the feeder and substation may also fail thermal limitations. This information will be conveyed in a Final CESIR should the project choose to proceed.

Interconnected and In-Process Generating Facilities Data:

- Total Interconnected DG on the Subject Feeder: 5.00 DG sites; 86.23 kW total
- Total In-Process DG on Subject Feeder (Incl. Applicant): 4.00 DG sites; 15004.64 kW total
- Applicant DG Size: 5000.00 kW

National Grid EPS data related to this proposed DG application's location:

- Substation Name: DUGUID 265
- Substation Bank Number: 1
- Substation Bank Nameplate Rating: 33.60 MVA
- Substation Transformer Winding Configuration: delta - wye-grounded
- Feeder Number: 36_11_26553
- Feeder Nominal Voltage: 13.20 kV
- PCC Section Line to Line Voltage: 13.20 kV
- Est. Feeder Minimum Load: 1,332.07 kVA
- Number of Distribution Reclosers or Regulators Upstream of DG location: 0

Limiting Element Information:

- Element Type: Overhead Line
- Element Rating: 8,802.28 kVA
- Downstream DG at location: 15,090.87 kVA

Is aggregate DER >15% of peak load supplied through a voltage regulator?: No

Does DG exceed existing service transformer rating?: No

Is PCC site >500kW, and therefore requires further protection analysis?: Yes

Is DG site >300kW on a 5kV class feeder, which will require monitor and control?: No

Does the DG include energy storage that requires further analysis?: Yes

Screen D: Is the Line and Grounding Configuration Compatible with the Interconnection Type?

Identify primary distribution line configuration that will serve the distributed generation or energy storage.

- DER Connection to Primary: 3 Phase
- DER Grounding: Grounded

- National Grid Primary Configuration: 3 Phase 4 Wire (3P4W)

National Grid review result:
Proposed Interconnection to Primary Distribution Line Type is a(n)Grounded , 3 Phase DER system connected to a 3 Phase 4 Wire (3P4W) distribution line configuration.

Fail Screen D - The customer's aggregate DER nameplate rating is greater than 10% of the line section peak load connected to this type line configuration. Continue to Screen E.

Screen E: Simplified Penetration Test
If the aggregate DER capacity on any medium voltage line section (existing and approved prior to application) is less than 15% of the annual peak load for all line sections bounded by automatic sectionalizing devices upstream of the DER?

- Annual Peak Load at Feeder Head: 5328.29 kVA
- Sectionalizing Device Section: 350370715 , Equipment Type: Sectionalizer
- Annual Peak Load at Sectionalizing Device: 5,234.14 kVA
- Downstream DG: 15090.87 kVA
- 15% of Annual Peak Load at sectionalizing device: 785.12 kVA

Is downstream DG < 15% of Annual Peak Load at sectionalizing device section?
No. Screen E Fails. Further study is required. Continue to Screen F.

Screen F: Is Feeder Capacity Adequate for Individual and Aggregate DER?
Is the feeder available short circuit capacity at the medium voltage PCC, divided by the rating of the individual DER, greater than 25? Is the feeder available short circuit capacity at the substation divided by the capacity all aggregate DG on the feeder, greater than 25?

- DER Size: 5.00 MVA
- Fault Power at PCC: 90.61 MVA
- Fault Power at Substation: 221.17 MVA
- Stiffness Factor at PCC: 18.12
- Stiffness Factor at Substation: 14.66

Do both stiffness factor tests (PCC and Substation) pass?
No. Screen F Fails.Further study is required.

III. References (Universal for every customer):

National Grid's New York Distributed Generation Website:
https://ngus.force.com/s/ (https://ngus.force.com/s/)

ESB 750 and ESB 756 are available on National Grid's website at:
https://ngus.force.com/s/article/NY-BUSINESS-Interconnection-Documents (https://ngus.force.com/s/article/NY-BUSINESS-Interconnection-Documents)

IV. Revision History:

Version	Date	Revision Description
1.0	09-15-2016	Template to align with NYS SIR effective April 29, 2016

Version	Date	Revision Description
1.1	10-27-2016	Revised Screen F method and other edits to template response choices
1.2	11-22-2016	Screen F response choices changed due to Screens B-E and voltage analyses are performed in Supplemental or CESIR stages
1.3	03-20-2017	Screen D revised to include 5kV class 3-phase interconnection projects
1.4	07-19-2018	Template revised to align with NY SIR effective July 19, 2018
1.5	10-03-2018	Template revised to align with NY SIR effective October 03, 2018
1.6	12-13-2019	Template revised to align with NY Sir effective December 13, 2019

The customer has 10 business days to respond to National Grid indicating how they would like to proceed:

CUSTOMER RESPONSE TO PRELIMINARY SCREENING ANALYSIS

1. Proceed to Full Study (Estimated Study Fee: $9900.00 - payment due upon receipt of invoice)
2. Proceed to Supplemental Review (Fixed Supplemental Review Fee: $2500.00 - payment due upon receipt of invoice)
3. Request Preliminary Results Meeting (To be scheduled by National Grid)
4. Withdraw (Request that the application is cancelled)

In order to proceed to a Fully Study or Supplemental Review, please submit any additional documentation or updates noted in the report. Please only submit payments based on the instructions provided in the invoice or the online payment system. Other methods of submitting payments may result in delays.

Applicant Decision For Next Steps --None--

Save

EXHIBIT O

DECOMMISSIONING PLAN
CVE NORTH AMERICA, INC.
PROJECT SITE MANLIUS
TOWN OF MANLIUS
ONONDAGA COUNTY, NEW YORK

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Appendices

APPENDIX A DECOMMISSIONING PLAN EXHIBIT
APPENDIX B COST ESTIMATE

DRAFT

1.0 INTRODUCTION

CVE North America, Inc. is proposing to install and operate a ground mounted photovoltaic (PV) solar array on cleared farmland within a private parcel in the Town of Manlius, New York. The array will be approximately 7.0 megawatts and will be accessed by a grass surfaced access road off E Seneca Turnpike. Interconnection will occur at the existing 3-phase power lines along Duguid Road.

The expected useful life of the array is 35 years and CVE North America intends to operate and maintain the array for the full term of its useful life. Upon final construction, the site will include solar panels and all supporting equipment (such as racking and inverters), a grass surfaced access road, stormwater management facilities, and green infrastructure. Disturbance for construction will include minimal excavation and grading. All applicable erosion and sediment controls will be installed and all necessary permits will be acquired prior to any construction for installation or decommissioning of solar panel community.

This Decommissioning Plan will outline the procedure needed for sufficient removal of all site installations, plus requirements for site restoration to pre-installation conditions. This will be updated in the future as necessary as new technological advances and site restoration methods are reviewed and assessed. Any changes to this plan will be submitted for review by the Town of Manlius.

2.0 SYSTEM DECOMMISSIONING

CVE North America, Inc. is responsible for decommissioning activities, as outlined in the conditions of permit approval by the applicable local, state, and federal regulatory agencies. Decommissioning will be dependent on current and future regulations of these agencies at the time of decommissioning. All permitting requirements for decommissioning will be executed with the proper authority. After approval for decommissioning and permits are acquired, the entire system will be disconnected from the electric grid, disassembled and removed. All materials and equipment will be assessed for reuse and will be recycled or disposed of appropriately and in accordance with required regulations.

2.1 EQUIPMENT AND MATERIAL REMOVED

Solar panels, brackets, posts, support structures, inverters, transformers, concrete pads, battery banks, underground electric, fencing, access road geotextile support structures and gate will be removed from the site. Materials will be salvaged if possible. Recycling or disposal in the appropriate facility will be done when salvaging is not an option.

2.2 PV MODULES

PV Modules will be disconnected from the inverters and removed from the steel racking system. The PV modules are made of silicon, glass, and aluminum and do not constitute hazardous waste. Recycling and reuse of modules will be assessed at the time of decommissioning.

2.3 ASSOCIATED ELECTRICAL APPURTENANCES

All associated electrical appurtenances including, but not limited to inverters, switchboards, transformers, and meters will be removed from their respective concrete pads or steel frames and disposed of at an approved facility.

2.4 ELECTRIC WIRING

All electric conductors made of copper and aluminum can be recycled appropriately. Above ground DC wires and underground AC conductors will be removed. Underground AC conductors back to the utility point of interconnection in E Seneca Turnpike will be removed and required pavement repairs will be done in accordance with Town of Manlius requirements.

2.5 RACKING EQUIPMENT, FENCING, AND GATE

All metal fencing, racking equipment, and the gate along the access road will be removed and recycled at an appropriate facility. All driven posts will be removed.

2.6 CONCRETE PAD

Upon decommissioning, concrete pads will be excavated to a depth of two (2) feet below grade, or the depth required to remove all rebar and foundation bolts from the pad. Clean concrete will be crushed and re-used either on or off site at the discretion of the Owner. The remaining excavation will be filled with clean material with similar character to the surrounding soils.

2.7 ACCESS ROAD

With approval from the Town and if desired by the Owner, the access road will be maintained and remain in place for future use of the site. If removal is pursued, clean stone will be stripped and reused. Proper disposal techniques will be used for all other stone and geotextile fabric. Compacted soils used for subgrade of road will be assessed

for reuse onsite. Soil will be scarified and loosened to return the area of the access road to the slopes during pre-installation conditions. Any impacts to drainage due to the road will be returned to pre-installation conditions.

2.8 DISPOSAL AND RECYCLING OF MATERIALS

All hazardous wastes will be disposed of in accordance with the laws in effect at the time decommissioning is performed. Any solid waste generated during decommissioning will be disposed of as necessary to comply with the solid waste regulations.

2.9 SITE RESTORATION

The site will be restored to preconstruction conditions as much as possible. Any necessary federal, state, and local construction permits will be obtained prior to decommissioning, and erosion and sediment control best management practices will be installed on site. After materials and equipment are removed from site, soils will be de-compacted, scarified, and excavations will be filled with materials similar to soils on site if needed. Any disturbed areas will be reseeded and erosion and sediment control BMPs will remain in place until the site has achieved final stabilization.

2.9.1 STORMWATER MANAGEMENT FACILITIES

Stormwater management facilities consisting of stormwater management basins and drainage swales installed for the site will be removed and the area will be restored to pre-installation conditions. Due to their function, these will be removed when the areas upstream of the basins and drainage swales have been completely decommissioned.

2.9.2 PROXIMITY TO WETLANDS

The wetlands and associated Town buffer will not be breached during installation and during decommissioning. Decommissioning will adhere to any and all future federal, state, or local regulations that may be implemented by the appropriate regulating authority.

2.10 STAKEHOLDER NOTIFICATION AND CONSTRUCTION

Decommissioning will require equipment and vehicles similar to installation construction activity. As necessary, interested stakeholders, such as adjacent landowners and applicable local, state, and federal agencies, will be notified prior to the start of work on site. As noise may be temporarily elevated by construction equipment and vehicles during decommissioning, activities will be conducted during accepted Town work hours. The site will be kept orderly and clean of refuse.

Decommissioning activity is anticipated to be completed within 180 days (based on previously issued decommissioning plans).

3·0 COSTS

See below for our estimate for decommissioning costs·

Remove Panels and pack for shipping	$20,000
Pull racking, posts, fence and haul off	$30,000
Remove concrete equipment pads	$7,500
Disassemble wiring, conduit, inverters	$30,000
Excavate access road bed and haul off	$7,500
Grade site, stabilize, and seed	$15,000
Total	$110,000

This estimate is based on previous decommissioning plans issued for several solar projects of similar size and scope, which are available through public record· There is no allowance for the salvage value of the project components· In our experience, there is a significant perceived salvage value to the array infrastructure but it is not included in case market conditions are poor·

We propose the decommissioning will cost approximately $100,000 - $125,000 and be reviewed and altered as necessary by the Town to establish a financial surety for the project· Our preference is that CVE and the Town of Manlius agree to the details of this surety, its timing, any allowances for inflation, and the type of instrument

to be executed. We will review and incorporate any comments the Town may have and amend the estimate as necessary.

4.0 DECOMMISSIONING BOND AND ABANDONMENT

A decommissioning bond will be provided to the Town of Manlius to cover removal of the installation and restoration of the site. The bond will be valued at 150% the cost of removal of the utility-scale solar energy system in accordance with Town requirements, reduced by the system's salvage value, and based on costs provided by the Engineering, Procurement, and Construction Contractor that is installing the system. The bond will be placed in service in year 20 of the system life and will remain for the life of the system.

In the event the system is abandoned and/or not producing electricity for a period of one year, the Town may use this decommissioning bond for removal of the system.

EXHIBIT P

SCHEDULE A – DESCRIPTION

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in Farm Lots 77 and 87, partly in the Town of Manlius, and partly in the Village of Manlius, County of Onondaga, State of New York, more particularly bounded and described as follows: BEGINNING at a monument marking the intersection of the northerly line of Pleasant Street with the northwesterly line of Seneca Turnpike; thence South 17° 38' 20" East a distance of 39.42 feet to a point in the prolongation southeasterly of the center line of said Pleasant Street; thence South 74° 29' 20" East along the prolongation of the centerline of said Pleasant Street a distance of 3.37 feet more or less to the centerline of Seneca Turnpike; thence North 72 ° 21' 40" East along the centerline of said Seneca Turnpike (at 59 feet more or less crossing an easterly line of the Village of Manlius) a distance of 1136.57 feet to a point; thence North 5° 42' 15" East (at 42 feet more or less passing through a monument on the northwesterly line of Seneca Turnpike) a distance of 3194.62 feet to a monument; thence North 83 ° 58' West a distance of 869.49 feet to a stake (originally marked by a monument); thence North 6° 14' 30" East a distance of 799.69 feet to a monument; thence North 83° 38' 20" West a distance of 585.23 feet to a monument; thence North 5° 30' East a distance of 33 feet to a monument m the dividing line between farm lots 77 and 87; thence North 83 ° 45' West along the dividing line between said farm lots 77 and 87 a distance of 557.42 feet to a monument; thence North 6° 25' East a distance of 625.70 feet to a monument; thence North 83 ° 18' West a distance of 366.83 feet to a point; thence South 77° 02' West a distance of 320.26 feet to a point; thence South 51° 52' West a distance of 150.55 feet to a point; thence South 42° 12' West a distance of 135.69 feet to a point; thence South 26° 12' West a distance of 247.06 feet to a point; thence South 52° 23' 40" West a distance of 57.98 feet to a point; thence North 85° 07' 20" West (at 149.21 feet more or less passing through a monument on the easterly line of Duguid Road - formerly North Street) a distance of 182.21 feet to a point in the centerline of Duguid Road; thence South 6° 28' 40" West along the centerline of said Duguid Road a distance of 30.35 feet to a point marking the intersection of the centerline of said Duguid Road with the dividing line between said farm lots 77 and 87; thence South 83° 45' East along the dividing line between said farm lots 77 and 87 (at 33 feet more or less passing through a monument on the easterly line of said Duguid Road) a distance of 847.66 feet to a monument; thence South 6° 04' 40" West a distance of 2386. 84 feet to a corner originally marked by a maple tree, the stump of which is still standing; thence North 83° 43' 20" West (at 831.32 feet passing through a monument on the easterly line of said Duguid Road) a distance of 864.32 feet to a point in the centerline of said Duguid Road, thence South 6° 28' 40" West along the centerline of said Duguid Road a distance of 637.78 feet to a point; thence South 83° 44' 20" East (at 33 feet more or less passing through a point on the easterly line of said Duguid Road, which point was originally marked by a monument since replaced by an iron fence post) a distance of 435.30 feet to a monument; thence South 6° 21' 40" West (at 772 feet more or less crossing a northerly boundary line of the Village of Manlius) a distance of 877.03 feet to a monument in the northeasterly line of lands now or formerly owned by the Chenango Valley Railroad, said monument being about 470 feet east of the east line of said Duguid Road, thence South 57° 32' 20" East along the northeasterly line of said lands of said railroad a distance of 424.86 feet to a point; thence continuing along the said northeasterly line of said lands of said railroad South 6° 21' 40" West a distance of 18.60 feet to a point; thence continuing along said northeasterly line of said lands of said railroad South 57° 32' 20" East a distance of 529.31 feet to a point marking the southwesterly corner of lands conveyed by The Solvay Process Company to Charles A. Horton by deed dated November 13, 1922 and recorded in the Onondaga County Clerk's Office in Book of Deeds 522 at Page 67; thence North 3° 39' 20" West along said Horton's said lands a distance of 283.27 feet to a point; thence South 84° 54' 20" East continuing along said Horton's said lands a distance of

123.72 feet to a point; thence South 23° 48' 20" East continuing along said Horton's lands a distance of 219.89 feet to a point; thence South 3° 56' 20" East continuing along said Horton's said lands a distance of 129.90 feet to a point in the centerline of said Pleasant Street marking the southeasterly corner of said Horton's said lands; thence South 74° 29' 20" East along the centerline of said Pleasant Street a distance of 21.21 feet to a point marking the southwesterly corner of lands conveyed by The Solvay Process Company to Kenneth G. Ferguson and wife by deed dated June 30, 1941 and recorded in said County Clerk's Office in Book of Deeds 976 at Page 202; thence North 3° 56' 20" West along said Ferguson's said lands a distance of 188.71 feet to a point; thence North 88° 03' 40" East continuing along said Ferguson's said lands a distance of 132.27 feet to a point; thence South 15° 30' 40" West continuing along said Ferguson's said lands a distance of 217.61 feet to a point in the centerline of said Pleasant Street marking the southeasterly corner of said Ferguson's said lands; thence South 74° 29' 20" East along the centerline of said Pleasant Street a distance of 58.65 feet to a point marking the southwesterly corner of lands now or formerly occupied by the Village of Manlius as a reservoir; thence North 28° 14' 40" East along said lands of said village a distance of 163.63 feet to a point; thence South 87° 37' 20" East continuing along said lands of said village a distance of 148.57 feet to a point marking the northeasterly corner of lands conveyed by The Solvay Process Company to Andrew J. Washo by deed dated March 11, 1943 and recorded in said County Clerk's Office in Book of Deeds 1046 at page 263; thence South 74° 29' 20" East along said Washo's said lands a distance of 134.82 feet to a point marking the northwesterly corner of lands conveyed by The Solvay Process Company to William O. Findlay by deed dated May 3, 1943 and recorded in said County Clerk's Office in Book of Deeds 1051 at Page 33; thence South 74° 29' 20" East along said Findlay's said lands a distance of 84.18 feet to a point; thence South 17° 38' 20" East continuing along said Findlay's said lands a distance of 191.21 feet to the point of beginning.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND, situate in the State of New York, County of Onondaga, Town of Manlius, being a part of Lot 77 in said Town and being more particularly described as follows: BEGINNING at a point in the division line between Lot 77 and Lot 87, Town of Manlius, said point being South 83° 45' East 1163.16 feet as measured along said division line from the intersection of said division line with the centerline of Duguid Road; thence North 7° 56' 03"' East 312.85 feet to a point; thence South 83 ° 45' East 75 feet to a point; thence South 7° 56' 03" West 312.85 feet to a point in said lot division line; thence North 83 ° 45' West 75 feet along said lot division line to the point and place of beginning.

PARCEL III

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Lot 77 in said Town and being more particularly described as follows: BEGINNING at a point in the centerline of Duguid Road (said centerline being also the division line between Lot 76 and Lot 77 Town of Manlius) North 6° 28' 40" East a distance of 30.35 feet measured along the centerline of Duguid Road from the intersection of said centerline of Duguid Road with the division line between Lot 77 and Lot 87 Town of Manlius, (said point of intersection being the southwesterly corner of Lot 77 Town of Manlius), running thence from the above mentioned point of beginning North 5° 25' 00" East along the centerline of Duguid Road a distance of 526.40 feet to the southwesterly corner of a parcel of land conveyed to McCain, now or formerly, thence South 83 ° 17' 20" East a distance of 588.38 feet along the southerly line of lands conveyed to McCain, now or formerly, and a prolongation easterly of said southerly line to a point; thence South 77° 02' West a distance of 90.23 feet to a point; thence South 51 ° 52' West a distance of 150.55 feet to a point; thence South 42° 12' West a distance of 135.69 feet to a point; thence South 26° 12' 00" West a distance of 247.06 feet to a point; thence South 52° 23' 40" West a distance of 57.98 feet to a point; thence North 85° 07' 20" West a distance of

182.21 feet to the centerline of Duguid Road and the place of beginning.

EXCEPTING AND RESERVING THEREFROM:

A) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius and being part of Lot 77 of said Town, and being more particularly described as follows: BEGINNING at a point in the centerline of Duguid Road, said point being North 5° 25' East 278.375 feet from the intersection of the centerline of Duguid Road with the south line of Lot 77; thence North 5° 25' East along the centerline of Duguid Road 278.375 feet to a point; thence South 83° 17' 20" East 588.38 feet to a point; thence North 77° 02' East 230.03 feet to a point; thence South 83 ° 18' East 366.83 feet to a point in the south line of land formerly owned by Carl and Kathryn Svendsen and conveyed to William S. Kelly and Tarky Lombardi by deed recorded in the Onondaga County Clerk's Office October 8, 1958 in Book 1923 of Deeds at Page 517&c; thence South 6° 25' West along Svendsen's south line 312.85 feet to a point; thence westerly 1,190± feet to the centerline of Duguid Road and the point and place of beginning.

B) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Military Lot 77 in said Town, County and State, more particularly bounded and described as follows:

BEGINNING at a point marked by a wood stake and being the point of intersection of (1) the common boundary line between lands of Tarky Lombardi, et al on the south and lands of Laura McNeill on the north with (2) the common boundary line between lands of Tarky Lombardi, et al on the east and lands of Robert G. Dixon, Jr. and Charmian Boggs on the west, and proceeding thence South 3° 06' 20" East along the last mentioned common boundary line and the southerly prolongation of the same a distance of 1088.00 feet to a point; thence North 87° 00' 10" east a distance of 250 feet to a point marked by a concrete monument, said point being 250.00 feet distant easterly and measured at right angles from the last mentioned common boundary line; thence North 3° 06' 20" West parallel to said common boundary line a distance of 1088.00 feet to a point in the easterly prolongation of the common boundary line first above mentioned, said point being North 87° 00' 10" East a distance of 50.12 feet from an iron pipe monument marking the southeast corner of the aforementioned lands of Laura McNeill; thence South 87° 00' 10" West along the common boundary first above mentioned and the easterly prolongation of the same a distance of 250.00 feet, more or less, to the point and place of beginning.

C) ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, Village of Manlius, County of Onondaga, State of New York, being part of Farm Lot 87 in said Town, bounded and described as follows: BEGINNING at a point in the northerly line of Pleasant Street in said Village of Manlius, said point being the southwesterly corner of lands conveyed by The Solvay Process Co. to Kenneth G. Ferguson by deed dated June 30, 1941 and recorded in said County Clerk's Office in Book of Deeds 976 at page 202 and now owned by Taylor Cooper; thence North 74° 29' 20" West along said street line 21.21 feet to an iron bar at the southeasterly corner of lands now or formerly owned by Charles A. Horton as conveyed to him by deed recorded in the Onondaga County Clerk's Office in Book 522 of Deeds, page 67; thence North 3° 56' 20" West along Horton's easterly line 94.90 feet to an angle therein; thence continuing along Horton's easterly line North 23 ° 48' 20" West 122.95 feet to an iron pipe; thence South 74° 29' 20" East 205.71 feet to an iron pipe at the northeasterly corner of the aforesaid lands now owned by Taylor Cooper; thence South 88° 03' 40" West along said Cooper's northerly line 132.27 feet to his northwesterly corner; thence South 3° 56' 20" East along said Cooper's westerly line 153.71 feet to the northerly line of Pleasant Street and the place of beginning.

D) ALL THAT part of Parcels I, II and II above that are situated within the bounds of Village of Manlius.

EXHIBIT Q

In the Matter of CVE North America, Inc.'s Application to the Town of Manlius for Approval to Construct and Operate a Large Scale Photovoltaic Energy System located off Duguid Road (S.B.L. # 99-1-3) in the Town of Manlius, New York.

AFFIDAVIT OF MAILING

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

Melissa K. Vimislik, being duly sworn, deposes and says that:

1. I am over the age of eighteen years and am employed by Nixon Peabody LLP, the attorneys for the Applicant in the above-referenced matter.

2. On February 10, 2021, before 5:30 o'clock P.M. in the City of Rochester, Monroe County, New York, I personally mailed a copy of this application book to the Village of Manlius by depositing the same properly enclosed in a postpaid wrapper, at the United States Postal Service box located at Clinton Square, in the City of Rochester, Monroe County, New York.

Melissa K. Vimislik
Melissa K. Vimislik

Sworn to before me this
10th day of February, 2021

Curtis Burnett
Notary Public

CURTIS BURNETT
Notary Public, State of New York
No. 01BU6036950
Qualified in Monroe County
Commission Expires Dec. 12, 20 22

4843-2158-5371.1

NIXON PEABODY

NIXON PEABODY LLP
ATTORNEYS AT LAW

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@NIXONPEABODYLLP

Jared C. Lusk
Partner
T 585-263-1140
jlusk@nixonpeabody.com

1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

February 10, 2021

VIA U.S. MAIL

Village of Manlius
One Arkie Albanese Avenue
Manlius, NY 13104

RE: Application for the Necessary Zoning Approvals from the Town of Manlius by CVE North America, Inc. to Construct and Operate a Large Scale Photovoltaic Energy System located off Duguid Road (Tax Parcel No. 99-1-3) in the Town of Manlius, County of Onondaga, State of New York (the "Project").

To whom it may concern:

Pursuant to the special permit standards of the Planning Board of the Town of Manlius, enclosed is a copy of the above-referenced application which is being submitted to the Town of Manlius for approvals to construct a large scale photovoltaic energy system at the above-referenced address.

Very truly yours,

Jared C. Lusk

JCL/mkv
Enclosure

4851-1452-8475.1

Calocerinos Engineering, PLLC
PO Box 2187
Syracuse, New York 13220
Phone: (315)214-5861
Fax: (315)214-5904

Transmittal

To:	Ms. Lisa Beeman, Clerk Town of Manlius Planning Board 301 Brooklea Drive Fayetteville, New York 13066
Date:	February 24, 2021
Re:	**Mallards Landing Phase 2 Section 9** **Subdivision Application**
File No.	1001.011

Enclosed please find the following with regard to the Subdivision Application for *Mallards Landing, Phase 2, Section 9*:

- Twelve (12) copies each of the completed Initial Appearance Application package, including:
  - Initial Appearance Application;
  - SEQR Short Form EAF;
  - Disclosure Affidavit;
- Twelve (12) copies of the Final Plan, dated December 20, 2007, last Revised February 24, 2021, by D.W. Hannig LS, P.C.;

Please note that the enclosed are for Mallards Landing, Phase 2, Section 9 of the Mallards Landing Subdivision. The applicant, Kenwood Homes, Inc., is seeking approval of a revised lot line plan. If enclosed are not as listed, or if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,
Calocerinos Engineering, PLLC

Steven Calocerinos, PE
President

Cc: Mr. D. Bargabos, Kenwood Homes, Inc..

Expected Fee: _____

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION

DATE: _____

Name of Project: Mallards Landing - Phase 2, Section 9

Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.

Location of Project: Muscovey Lane between Widgeon Path & Aylesbury Path

Type of Project:

◯ Division of Land ◯ Subdivision ◯ Accessory Use ◯ Zone Change ◯ Site Review ☒ Other Lot reconfiguration

Developer: Kenwood Homes Inc. Phone: (315)451-4980

Address: 7519 Morgan Road, Liverpool, NY Zip: 13090

Tax Map Number(#)/s: 117.-02-01.1

Present Zoning: R-1 Desired Zoning: R-1

Total Acreage: 13.38 Total Number of Lots: 9

Property Owner/s: Kenwood Homes Inc. Phone: (315)451-4980

Address: 7519 Morgan Road, Liverpool, NY Zip: 13090

Tax Map#(s): 117.-02-01.1 Owner's Signature: [signature]

Printed Name: Dan E. Bargabos

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Use next page for additional known property owners' information

Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ◯ Credit/Debit Card ◯ Check ◯ Cash

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION
(continued)

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 - Project and Sponsor Information

Name of Action or Project:
Mallards Landing Section 9 Amended Preliminary / Final Plan

Project Location (describe, and attach a location map):
Muscovey Lane between Aylesbury Path & Widgeon Path

Brief Description of Proposed Action:
Amended Preliminary / Final Plan for 13.38 +/- acre section, Mallards Landing - Phase 2, Section 9, to 9 lots, reduced from 10 lots. Under the currently approved preliminary plan, Mallards Landing Phase 2 Section 9 consists of 10 building lots. 1 lot has been sold and split between two adjoining property owners. Of the remaining 9 lots, 1 lot is encumbered by wetlands. The proposal is to combine the wetland encumbered lot with the adjacent lot, and reconfigure 4 lots on the East side of the road to 5 lots conforming in width to existing code to replace the lost lot. No lots will be gained by the proposed action.

Name of Applicant or Sponsor:	Telephone: (315)451-4980
Kenwood Homes, Inc.	E-Mail: danebar@aol.com

Address:
7519 Morgan Road

City/PO:	State:	Zip Code:
Liverpool	NY	13090

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	X	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	X	

3.a. Total acreage of the site of the proposed action? 13.38 acres
b. Total acreage to be physically disturbed? 0.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 13.38 acres

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

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	X	☐
b. Consistent with the adopted comprehensive plan?	☐	X	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	X	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	X	☐
b. Are public transportation service(s) available at or near the site of the proposed action?	X	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	X	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☐	X
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	X
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	X
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	X	☐
b. Is the proposed action located in an archeological sensitive area?	X	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	X
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	X	☐

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

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	X	☐
16. Is the project site located in the 100 year flood plain?	X	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,		
a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	X	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____		

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

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

Applicant/sponsor name: Dan E. Bargabos Date: 02/11/2021

Signature:

STOP

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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

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

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

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

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

TOWN OF MANLIUS

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I. Dan E. Bargabos, being duly sworn, deposes and says that (s) he is:

Applicant & Owner

(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: 02/11, 2021.

Dan E. Bargabos
(Print Name)

(Signature)

Kenwood Homes, Inc.
(Entity Name)

By (Officer) (Title)

7519 Morgan Road, Liverpool, NY 13090
(Mailing Address of Applicant)

(315)451-4980
(Telephone Number)

Date: _____, 20____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this 11th day of February in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared Dan E Bargabos, _____, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

Notary Public

Jodi M. Leo
Notary Public, State of New York
No. 01LE4849219
Qualified in Onondaga County
Commission Expires January 6, 2022

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

Dean E. Barrego bros, being duly sworn, deposes and says the s(he) is the President of Kenwood Homes Inc., corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and knows the contents thereof; that the same is true of s(he) own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be true.

Applicant Signature

Subscribed to me before this day 11th
Of February 2021

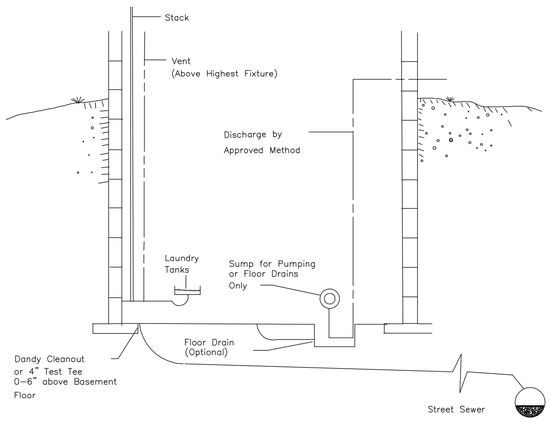
Notary Public

Jodi M. Leo
Notary Public, State of New York
No. 01LE4849219
Qualified in Onondaga County
Commission Expires January 6, 2022

06/29/16 LB

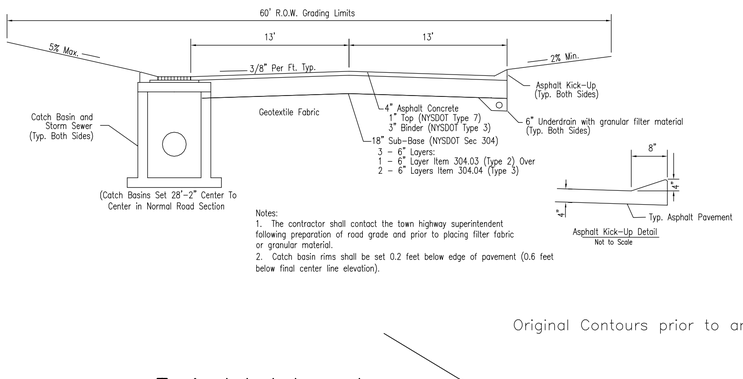
Proposed Typical Plumbing Layout

Wet Sewer Connection



1. Laundry tray wastes must be solidly connected to soil or waste stack.
2. Sump for footings and floor drains may gravity discharge by approved method. The approved method shall be determined by the governing authority regulating surface discharge.
3. Basement floor to be pitched toward the floor drain or sump.

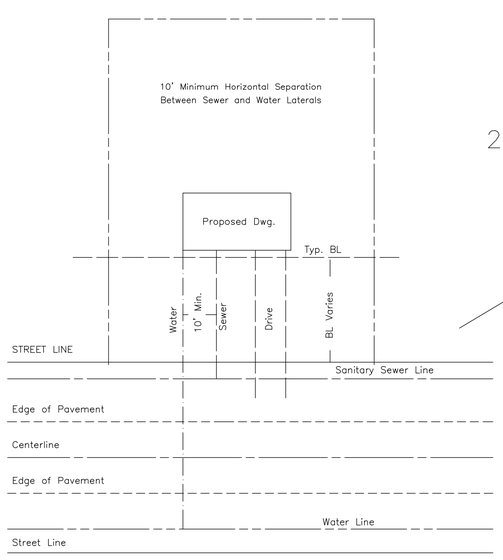
Typical Road Section



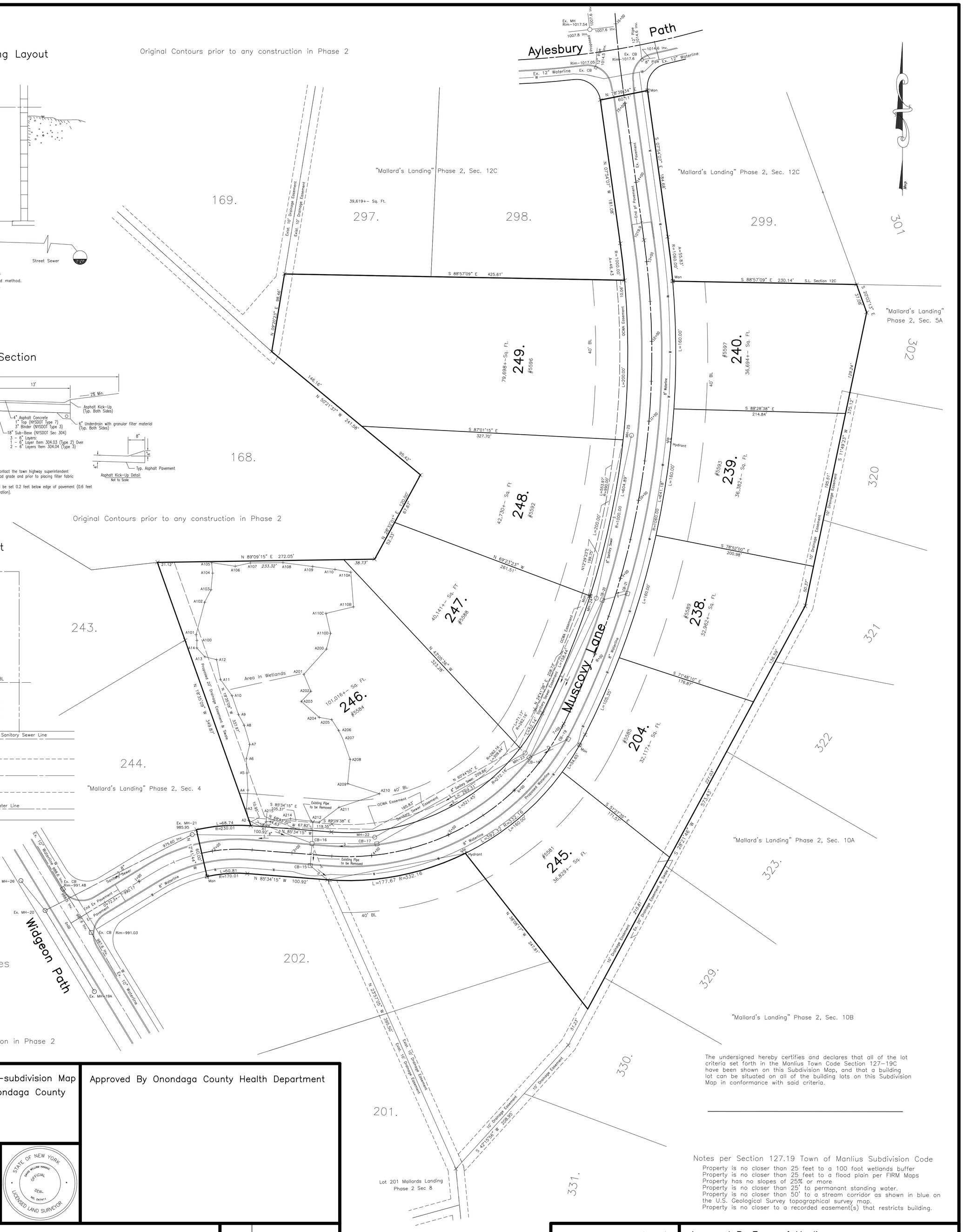
Notes:
1. The contractor shall contact the town highway superintendent following preparation of road grade and prior to placing filter fabric or granular material.
2. Catch basin rims shall be set 0.2 feet below edge of pavement (0.6 feet below final center line elevation).

Typical Lot Layout

Not to Scale



Original Contours prior to any construction in Phase 2



Total Area = 11.89+- Acres

Original Contours prior to any construction in Phase 2

This Subdivision Map supersedes Re-subdivision Map filed November 15, 2018 in the Onondaga County Clerk's Office as Map No. 12617

Approved By Onondaga County Health Department

I hereby certify that this subdivision plat was prepared by me, and was made from an actual survey completed by me on 4/05/16.

David W. Hannig L.S. N.Y.S. Lic. No. 047411

STATE OF NEW YORK · DAVID WILLIAM HANNIG · OFFICIAL SEAL · NO. 047411 · LICENSED LAND SURVEYOR

The undersigned hereby certifies and declares that all of the lot criteria set forth in the Manlius Town Code Section 127-19C have been shown on this Subdivision Map, and that a building lot can be situated on all of the building lots on this Subdivision Map in conformance with said criteria.

Notes per Section 127.19 Town of Manlius Subdivision Code

Property is no closer than 25 feet to a 100 foot wetlands buffer
Property is no closer than 25 feet to a flood plain per FIRM Maps
Property has no slopes of 25% or more
Property is no closer than 25' to permanant standing water.
Property is no closer than 50' to a stream corridor as shown in blue on the U.S. Geological Survey topographical survey map.
Property is no closer to a recorded easement(s) that restricts building.

Final Plan

"Mallards Landing", Phase 2, Sec.9

Pt. of Lot 99, Town of Manlius, Onondaga County, New York

50 0 50 100 150

GRAPHIC SCALE - FEET

Scale 1" = 50'

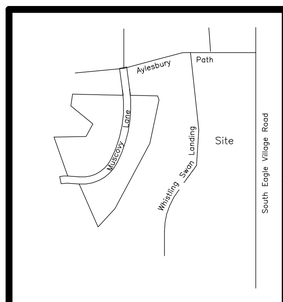
December 20, 2007

D. W. HANNIG L.S., P.C.
SURVEYORS - PLANNERS - CONSULTANTS
THE MARKET PLACE, BUILDING #1
MANLIUS, NEW YORK 13104
PHONE: (315) 682-5225 - FAX: (315) 682-7774

F:Projects:J828410/Base Plan/PrelimPlanFinalMap-Phase2Section9 12-20-07

2/24/2021	Lots Revised
10/22/19	Lots revised
10/22/19	Filed Map Note
6/22/19	Note
2/26/18	Addresses
2/26/18	Addresses
4/05/16	40' Front Yard Setback Line
9/06/12	Utility-Easement Revisions
9/04/12	Road Elevations
8/13/12	General revisions
1/30/08	General Revision

Revisions



Site Location

Approved By Town of Manlius

Town of Manlius

Approved By Owner

I hereby approve this tract map.

Muscovy, LLC David Stringer - Member
The Market Place
Manlius, N.Y. 13104

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