

FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
FRANKLIN COUNTY CIVIC DEVELOPMENT CORPORATION

355 West Main Street, Suite 428

Malone, New York 12953

(518) 483-9472

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[info@adirondackfrontier.com](mailto:info@adirondackfrontier.com)

**AMENDED JOINT APPLICATION FOR FINANCIAL ASSISTANCE**

**A. APPLICANT INFORMATION**

Company Name	NY USLE Chasm Rd I, LLC.
Address	8 British American Blvd Floor 2 Latham, NY 12110
Phone Number	(518) 288-7800
FEIN	92-3211200
Contact Person Name and Title	Michael Fingar, Director of Development
Email	<a href="mailto:Mfingar@38degreesn.com">Mfingar@38degreesn.com</a>
Date of Submission	3/13/2026

Company Details	Registered State	Number of Partners/Members
Business Corporation		
Not-for-Profit Corporation		
Limited Liability Company	NYS	1
Limited Partnership		
General Partnership		
Sole Proprietor/Single Member LLC		

If a foreign organization, is the Applicant authorized to do business in the State of New York? \_\_\_\_\_

Please also indicate whether the Company will utilize any affiliates and/or real estate holding companies to undertake the proposed project. If so, please provide names and details listed above for all such entities.

N/A
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Principal Owners/Officers/Directors: (List all owners with 5% or more in equity holdings with percentage of ownership)

Name	Address	Title/Percentage of Ownership
Solitude Solar LLC d/b/a US Light Energy	8 British American Blvd Floor 2 , Latham, NY 12110	100%

**(MANDATORY - Attach organizational chart showing complete ownership structure that lists all equity owners over 5% up to ultimate taxpayers) See attached.**

**Please note that this Application and any financial assistance to be considered or approved by the Agency are specific to the entity and ownership makeup detailed within this Application. This Application and any related benefits under consideration and/or approved by the Agency may not be assigned in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"). A transfer in excess of fifty percent (50%) of the equity voting interests of the Company (including all parent companies of the Company though and including the ultimate taxpayer(s) owning or controlling the Company), other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any assignment of this Application shall require the prior written consent of the Agency upon application Sixty (60) days prior to a regularly scheduled meeting of the Agency and in accordance with the Agency's Project Recapture, Termination and Assignment Policy.**

Attach certified financial statements for the company's last three complete fiscal years. If the company is publicly held, attach the latest Form 10K as well. If the applicant is a wholly-owned subsidiary of one or more parent companies and/or partners, attach certified financial statements for the at three complete fiscal years for each beneficial owner holding more than 20% equity in the applicant. N/A

Applicant's Counsel	Stephen M. Almy
Firm Name	Barclay Damon, LLP
Principal Attorney	Stephen M. Almy
Address	80 State Street, Albany, NY 12207
Phone	(518) 429-4222
Email	salm@barclaydamon.com

Applicant's CPA	n/a
Firm Name	
Principal Accountant	
Address	

Phone	
Email	

**B. APPLICATION INSTRUCTIONS AND FEE SCHEDULE INFORMATION**

1. The Agency will not approve any application unless, in the judgment of the Agency, said application and the summary contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using “none” or “not applicable” or “N/A” where the question is not appropriate to the project which is the subject of this application (the “Project”).
3. All project costs and benefit projections must be fully completed and certified as of the date of this application. Cost estimates will not be accepted unless approved in writing by the Agency.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return one (1) original fully executed and notarized copy of this application to the Agency at the address indicated on the first page of this application, and one (1) electronic copy to [info@adirondackfrontier.com](mailto:info@adirondackfrontier.com).
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application, or in the alternative, receives evidence satisfactory to the Agency and its counsel that the requirements of Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York relating to the Project have been complied with (collectively, “SEQRA”).
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Applicant’s competitive position, the Applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The Applicant will be required to pay all actual costs incurred in connection with this application and the Project contemplated herein to the Agency (to the extent such expenses are not paid out of the proceeds of the Agency’s bonds issued to finance the project). The Applicant will also be expected to pay all costs incurred by local counsel and/or bond/special counsel to the Agency. The costs incurred by the Agency, including the Agency’s local counsel and/or bond/special counsel, may be considered as a part of the project and included as a part of the resultant bond issue.

9. The Agency has established a non-refundable application fee of \$3,000.00, of which up to \$2,500.00 may be credited toward Agency closing costs at the time of closing. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE \$3,000.00 FEE.
  
10. The Agency has established a project fee for each project in which the Agency participates. UNLESS THE AGENCY AGREES IN WRITING TO THE CONTRARY, THIS PROJECT FEE IS REQUIRED TO BE PAID BY THE APPLICANT AT OR PRIOR TO THE GRANTING OF ANY FINANCIAL ASSISTANCE BY THE AGENCY.

## **AGENCY FEE SCHEDULE INFORMATION**

### **Application Fee:**

The Agency has established a non-refundable application fee of \$3,000.00, of which up to \$2,500.00 may be credited toward Agency closing costs at the time of closing. THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE \$3,000.00 FEE.

### **Agency Administrative Fees Paid at Closing and thereafter:**

- 1) Bond Transactions: 1% of bond amount, plus \$1,500 per year during the bond term
- 2) Sale-Leaseback Transactions: 1% of Total Project Cost, plus \$1,000 per year during the term
- 3) Refinance of existing Agency or FCCDC bonds: .50% of the amount refinanced or reissued
- 4) Sales Tax and/or Mortgage Tax Exemption Only: 10% of Total Benefits

### **Agency Local Counsel, and/or Bond/Special Counsel Fees:**

Applicants are responsible to pay all fees of the Agency's counsel, including Agency General Counsel, Transaction Counsel and Bond Counsel. The amount of legal fees can vary depending on the complexity of the proposed project and transaction. An estimate of legal fees can be provided during the course of the Agency's review and consideration of this application. Please note that all Agency legal fees will be due and payable even if the Project does not close with the Agency for the requested financial assistance.

**PLEASE NOTE: APPLICANTS SEEKING FINANCIAL ASSISTANCE IN THE FORM OF SALES AND USE TAX EXEMPTIONS AFTER MARCH 28, 2013 SHALL BE SUBJECT TO THE ENHANCED REPORTING, COMPLIANCE AND RECAPTURE REQUIREMENTS SET FORTH WITHIN SECTION 875 OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK ("GML"). IN ADDITION, APPLICANTS SEEKING ANY FINANCIAL ASSISTANCE ON OR AFTER JUNE 1, 2016 SHALL BE SUBJECT TO THE PROVISIONS CONTAINED WITHIN GML Section 859-a (4)-(6). APPLICANTS SHOULD CONSULT WITH COUNSEL AND ACCOUNTANT PROFESSIONALS TO UNDERSTAND THESE NEW REQUIREMENTS.**

**C. PROPOSED PROJECT INFORMATION:**

1. Please provide a brief narrative description of the Project (attach additional narrative pages or documentation as necessary).

**This 4.0 MW AC / 6.1 MW DC community distributed generation solar project is being developed by US Light Energy. The project will utilize ground-mounted, single-axis tracking photovoltaic technology producing an estimated 1559 kWh/kWp interconnected into NYSEG's distribution system.**

2. Location of Project (all information mandatory – attach current tax bills with proof of current payment)

Project Address	<b>142 Chasm Road, Chateaugay, NY 12920</b>
Municipality	<b>Town of Chateaugay</b>
School District	<b>Chateaugay</b>
Tax Map Number(s)	<b>60.-2-7.200</b>

3. Total Project Cost:

**\$11,982,710**

4. Type of Assistance Requested (select all that apply):

PILOT/Straight Lease -----X-----  
 Sales & Use Tax Exemption -----X-----  
 Mortgage Tax Exemption -----  
 Bond Financing -----

5. Describe Existing Improvements, if any:

Existing storage building which will remain on property (outside of the leasehold area).

6. Present Legal Owner:

Kirby Selkirk

7. If not owned by Applicant, provide details on interests to be acquired (Details must include purchase agreement, option, lease and details regarding date of agreement(s), terms of purchase/lease, timing for closing/commencement, and details on contingencies, including whether any such agreements contain contingencies regarding the Agency's provision of financial assistance):

**Applicant plans to construct a 4MW community solar facility leased on 48.60 acres of undeveloped land.**

8. Provide Details on Project Site Zoning and any proposed variances or changes required for the Project

No zoning for town. No variance or zone change required.

9. Provide Details on Project Site Infrastructure

Water	
Sewer	
Electric	NYSEG
Gas	
Telecom/Fiber	
Roadway/Multimodal	

10. Provide Details on Project Site Infrastructure Improvements Required and/or included in Project

A gravel access road, perimeter fence, and new primary electric service will be installed to serve the project.

11. Local Permitting and Approvals – Does the project require local planning or permitting approvals? If so, please explain. \_

Special Use Permit, Site Plan Approval, and SEQR were obtained for the project.

12. Will a site plan application need to be filed? If so, please include a copy if prepared.

Yes. A site plan application has been filed and approval has been obtained. Please see attached.

13. Has another entity been designated lead agent under the State Environmental Quality Review Act ("SEQRA")? If yes, please explain:

No. The Town of Chateaugay was lead agency in SEQRA.

14. Will the Project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York? If yes, please explain:

No.

15. Will the Project result in the abandonment of one or more plants or facilities of the Applicant or a proposed Project occupant located in the State of New York? If yes, explain:

No.

If the answer to either question 12 or 13 is yes, **you are required to** indicate whether any of the following apply to the Project:

16. Is the Project reasonably necessary to preserve the competitive position of the Company or such Project Occupant in its industry? Yes\_\_X\_\_\_; No\_\_\_\_\_. If yes, please provide detail:

But for financial assistance from the IDA, the project is not economically feasible.

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

N/A

**NOTES: If the answer "yes" to questions 14 or 15 above and fail to provide a detailed response to questions 16 or 17 then the Agency will be barred from providing any financial assistance.**

**The Agency is required to notify the chief executive officer of the municipality from which the facility is being relocated or abandoned. This notification will be sent prior to the Agency's conduct of required public hearings(s).**

**CERTIFICATION: Based upon the answers provided within 14-17 above, the Company hereby certifies to the Agency that the undertaking of the proposed project and provision of financial assistance to the Company by the Agency will not violate GML Section 862(1).**

18. Does the Project include facilities or property that are primarily used in making retail sales of goods **or provide** services to customers who personally visit such facilities? If yes, please explain:

N/A.

19. If the answer to 13 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods **or** any services to customers who personally visit the Project? \_\_n/a\_\_\_\_%

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

Will the Project be operated by a not-for-profit corporation? Yes \_\_\_\_; No\_\_\_\_. If yes, please explain:

N/A

Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes\_\_\_\_\_; No \_\_\_\_\_. If yes, please explain:

N/A

Would the Project occupant, but for the contemplated financial assistance from the Agency, locate the Project and related jobs outside of New York State? Yes \_\_\_; No \_\_\_. If yes, please explain:

N/A

Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the City, Town or Village within which the Project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes\_\_\_\_\_; No\_\_X\_\_\_\_. If yes, please explain:

Will the Project be located in one of the following: (i) an area designed as an Empire Zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes\_\_\_\_\_; No\_\_X\_\_\_\_. If yes, please explain:

n/a

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21. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? Yes\_\_\_\_; No X If yes, please complete the following for EACH existing or proposed tenant or subtenant:

Sub lessee name:\_\_\_\_\_

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

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Employer's ID No.:\_\_\_\_\_

Sub lessee is a: \_\_\_\_\_ (Corporation, LLC, Partnership, Sole Proprietorship)

Relationship to Company:\_\_\_\_\_

Percentage of Project to be leased or subleased:\_\_\_\_\_

Use of Project intended by Sub lessee:\_\_\_\_\_

Date and Term of lease or sublease to Sub lessee: \_\_\_\_\_

Will any portion of the space leased by this sub lessee be primarily used in making retail sales of goods or services to customers who personally visit the Project? Yes\_\_\_\_; No\_\_\_\_. If yes, please provide on a separate attachment (a) details and (b) the answers to question 14. with respect to such sub lessee.

22. Project Costs: NOTE: If Project is a renewable energy project, please complete the project summary below:

Category	Amount
Land-acquisition	See project summary
Buildings-Construction/Renovation (No FF&E)	
Utilities, roads and appurtenant costs	
Machinery and Equipment (All FF&E)	
Soft Costs (Architect, Legal and Engineering)	

Costs of Bond issue	
Construction Loan Fees and interest	
Other (specify) Labor	
Total Project Costs	

Please include supplemental sheets as necessary with all project cost details, including the following:

**Mandatory:** In addition to the above estimated of capital costs of the project, which must include all costs of real property and equipment acquisition and building construction or reconstruction, you must include details on the amounts to be financed from private sector sources, an estimate of the percentage of project costs financed from public sector sources (all public grants, loans and tax credits to be applied for), and an estimate of both the amount to be invested by the applicant and the amount to be borrowed to finance the project.

<b>Permanent Financing</b>	\$5,424,172
<b>Tax Equity</b>	\$4,658,386
<b>NYSERDA</b>	\$1,496,950
<b>Equity</b>	\$403,202
<b>Total</b>	\$11,982,710

**PREVAILING WAGE AND MWBE DISCLOSURE PURSUANT TO (NY Labor Law § 224-a:**

On January 1, 2022, certain projects receiving financial assistance from a public entity (including the Agency) will be subject to prevailing wage requirements. While prevailing wage was previously limited to government contracting, this legislation will subject certain projects approved by an IDA to prevailing wage under the New York Labor Law, along with certain MWBE requirements. Generally, and unless an exception is allowed, certain projects with costs that exceed \$5 million and for which at least 30% of these costs are met through use of public funds (including IDA benefits), then the project labor will require payment of applicable prevailing wages.

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that Agency Financial Assistance, including the estimated New York States sales and use tax exemption benefit amount, the estimated mortgage recording tax exemption benefit amount, and the estimated real property tax abatement benefit amount, as so indicated within this Application, are

“public funds” and not otherwise excluded under Section 224-a(3) of the New York Labor Law, and by executing this Certification, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)(a) of the New York Labor Law. The Agency makes no representations or covenants with respect to the total sources of “public funds” received by the Company in connection with the Project.

**MANDATORY: ALL APPLICANTS MUST COMPLETE THE PREVAILING WAGE CHECKLIST ATTACHED HERETO AS EXHIBIT A.**

**County of Franklin Industrial Development Agency  
Renewable Energy Project Application Supplement**

**D. RENEWABLE ENERGY PROJECT: PROJECT COSTS**

1. Project size	_____ 4 MW _____
2. Solar equipment costs (panels, racking, all solar equipment to inverters)	\$ 4,850,000
3. Site equipment and FF&E costs (on-production equipment from inverter to interconnection, including site fencing, security and other equipment)	\$ 2,015,485
4. Site work and land preparation costs (earthwork, roadways, landscaping, and site plan improvements, highway cuts, wetland mitigation and other onsite infrastructure costs)	\$ 2,500,000
5. All interconnection costs whether direct or indirect expense through utility	\$ 873,509
6. All pre-development costs, including planning, engineering, site plan and permitting	\$ 192,588
7. Battery storage costs	N/A
8. Battery storage capacity	N/A
9. All other soft costs including legal, planning and permitting	\$ 350,000
10. Community benefit payments or impact fees	\$ _____
11. Community adder	\$ -(_____)
12. Community or market transition credit	\$ -(_____)

13. Total annual lease amount for project	\$ 14,000
14.	
15. Other (please identify): transaction-related costs associated with construction closing, including lender legal fees, financing reserves, interest carry during construction, contingency allowances, and closing costs.)	\$ 1,187,128 (Financing and
16. Site Acquisition Costs	\$ _____
17. SPE Sale/Acquisition Price	\$ _____
18. Agency fees and costs	\$ _____
Total:	\$ 11,982,710

Have any of the above costs been paid or incurred as of the date of this Application?     Yes or     No

If Yes, describe particulars:

Soft costs including permitting and engineering fees.

**Has the Company executed or plan to execute any Membership Interest Purchase Agreement (“MIPA”) at any time for this project?**

If Yes, describe particulars:

No MIPA has been executed. A copy of the recitals page of the merger and purchase agreement between USLE Holdings, LLC and 38 Degrees North, LLC is attached.

**Please attach MIPA and provide details on purchaser and timing for sale, including terms of sale and an ownership chart detailing same. All entity sales must be disclosed per above and approved by the Agency before any Agency approvals or financial assistance may be assigned/assumed by a purchasing parent. Any request for Agency approval for assignment of Agency approvals or financial assistance requires re-execution of this Supplement, including MIPA consideration as a component of total project cost.**

**Does the Company or any known purchasers of the Company anticipate the utilization of any tax credit equity transactions involving the transfer of over 50% of the equity interests in the Company or any parent of the Company?**

If Yes, describe particulars:

The owners of the Company intend to pursue tax equity financing which might require the contribution of >50% of equity interest in the Company to a partnership vehicle. The particulars of this transaction have not yet been negotiated.

**Please attach details and information on any known or intended tax credit equity investors, along with details on timing, structure and terms.**

Application Checklist

<u>Mandatory attachments/enclosures</u>	<u>Included?</u>
Organizational Chart(s)	___ X _____
Site Plan and SEQRA Materials	___ X _____
Ground Lease and Amendments	___ X _____
Surveys and Renderings	___ X _____
Parcel Tax Bills and Receipts	___ X _____
Power Purchase Agreement	___ N/A _____
Interconnect Agreement	confidential_____
Host Community Agreement	__ X _____

**E. JOB CREATION & REPORTING REQUIREMENTS:**

The New York State Authorities Budget Office (ABO) requires all IDA’s, and resultantly all applications for IDA assistance, to accurately report Project Employment Information, the number of Permanent Jobs retained and created due to the IDA’s assistance, and the Estimated Average Salaries of both existing and new permanent jobs.

**Project Employment Information:** For project employment information, the applicant is to provide the number of full time equivalent jobs (FTE’s) and the salary data for those jobs. Applicants are expected to collect and report this information accurately to the IDA on an annual basis.

The ABO’s Public Authorities Reporting Information system (PARIS reporting) requires the following data points (fill in the blanks):

1. <b>Existing</b> Full Time Equivalent employees <b>retained</b> :	0
2. <b>New</b> Full Time Equivalent employees with IDA assistance:	0
3. Time frame for the creation of <b>New</b> Full Time Equivalent employees with IDA assistance:	N/A
4. <b>Existing</b> Part Time Employees:	0
5. <b>New</b> Part Time Employees with IDA assistance:	0
6. <b>Construction Jobs</b> created by the project:	25-40
7. Anticipated dates of construction:	10/2025-6/2026

**Permanent Jobs:** These Jobs include **Existing** Full Time Equivalent (FTE’s) jobs, and **New** Full Time Equivalent (FTE’s) jobs. The additional data points are required by the ABO for the recording of permanent jobs created by an IDA assisted Project.

**Permanent jobs created by the Project**

**Column A:** Insert the job titles that exist within the company at the time of application, as well as any new job titles that will be established as a result of the Project.



**Estimated Average Salary** (at current market rates): Permanent Jobs to be created by a project are likely to occur at intervals over the life of the project. Salaries for these positions at the time they are created and filled may be subject to future collective bargaining agreements, competitive market and economic forces, or other factors that cannot be known at the time the project is first established. Accordingly, the project applicant is not expected to provide projected future salary information. Rather, the applicant should enter the current salary and salary ranges, reflecting existing salary schedules, as if those future positions had been filled (or retained) during the reporting period.

The estimated annualized salary and fringe benefit averages or ranges for categories of the jobs that would be retained or created if the request for financial assistance is granted.

n/a
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In addition to the job figures provided above, please indicate the following:

An estimate of the number of residents of the economic development region as established pursuant to section two hundred thirty of the economic development law, in which the project is located that would fill such jobs. The labor market area defined by the agency (Mid-Hudson Economic Development Region)

n/a
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**FCIDA Financial Assistance Requested and Company Estimates**

A.	Estimated Project Costs eligible for Industrial Development Agency Financial Assistance	
1.	Sales and Use Tax (_X_) Check if Requested	
	A.	Amount of Project Cost Subject to Sales and Use Tax: \$6,565,342 (not looking for further sales tax exemption based on revised cost
		Sales and Use Tax Rate: 8.00 %
	B.	Estimated Sales Tax (A X .07375): \$ 525,227.36
2.	Mortgage Recording Tax Exemption (___) Check if Requested	
	A.	Projected Amount of Mortgage: \$
		Mortgage Recording Tax Rate: 1%
	B.	Estimated Mortgage Recording Tax (A X .0130): \$
3.	Real Property Tax Exemption (_X_) Check if Requested	
	A.	Projected Increase in Assessed Value on Project: \$ 3,556,294
	B.	Total Applicable Tax Rates Per \$1000: \$ 20.64
	C.	Estimated Annual Taxes without PILOT (A X B)/1,000: \$ 73,402.03
4.	Interest Exemption (Bond transactions only) (___) Check if Requested	
	a.	Total Estimated Interest Expense Assuming Taxable Interest: \$
	b.	Total Estimated Interest Expense Assuming Tax-exempt Interest Rate: \$
B.	Estimated Benefits of Industrial Development Agency Financial Assistance	
1.	Current Company employment in the County of Franklin	0
2.	Current Company payroll in County of Franklin	\$0
3.	Project Jobs to be Created over 3 years	0

Is the company delinquent in the payment of any state or municipal property taxes?  Yes

No

Is the company delinquent in the payment of any income tax obligation?

Yes  No

Is the company delinquent in the payment of any loans?

Yes  No

Is the company currently in default on any of its loans?

Yes  No

Are there currently any unsatisfied judgments against the company?  Yes

No

Are there currently any unsatisfied judgments against any of the company's principals?

Yes  No

Has the company ever filed for bankruptcy?

Yes  No

Have any of the company's principals ever personally filed for bankruptcy, or in any way sought protection from creditors?

Yes  No

Are there any current or pending real estate tax assessment challenges associated with the proposed project realty and/or improvements?

Yes  No

Is the proposed project realty currently subject to any exemption from real estate taxes?

Yes  No

Are there any current or pending criminal investigations or indictments of the Company or any of its principals or equity holders (including any and all holders of equity or ownership of Company parent organizations)?

Yes  No

If the answer to any of the questions above is "Yes," please provide additional comments in the space below and on additional pages if necessary.

The proposed project realty is currently subject to an agricultural exemption.

**For Industrial Revenue Bonds ONLY, including this project,** list capital expenditures of the company at Project location: N/A

Category	Last Three Years	Next Three Years
Land		
Building		
Equipment		
Soft Costs		
Other		
<b>Total</b>		

State whether there is a likelihood that the project would not be undertaken but for the financial assistance provided by the Agency, or, if the project could be undertaken without financial assistance provided by the agency, a statement indicating why the project should be undertaken by the agency

But for financial assistance from the IDA, the project is not economically feasible.

List any other positive impacts that the Project may have on the County of Franklin:

Providing renewable energy to the County of Franklin.

## REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings:** In accordance with Section 874 (8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874 (8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.
- D. Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest:** The applicant has received from the Agency a list of the members, officers, employees and Counsel of the Agency. No member, officer, employee, or Counsel of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

n/a

## HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER

**CERTIFICATION PURSUANT TO NEW YORK STATE  
FREEDOM OF INFORMATION LAW ("FOIL")**

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

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction\*:

(\* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

The undersigned officer of the applicant deponent acknowledges and agrees that the applicant shall be and is responsible for all costs incurred by the Agency and legal counsel for the Agency, whether or not the Application, the proposed project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the proposed project described herein and (C) any further action taken by the Agency with respect to the proposed project; including without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

By executing and submitting this Application, the applicant covenants and agrees to pay the following fees to the Agency, the same to be paid at the times indicated:

- (a) The sum of \$2,500, plus the sum of \$500 as a non-refundable processing fee, to be paid upon submission of the Application;
- (b) An Administrative Fee amounts to be determined using the schedule on Page 2 hereof for all other projects for which the Agency provides financial assistance, to be paid at transaction closing;
- (c) An amount to be determined by Agency Staff payable to the Agency's bond/transaction counsel for the preparation and review of the inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;
- (d) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed project;

with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;

- (e) The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's fees and the processing fees, may be considered as a costs of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- (a) The applicant's withdrawal, abandonment, cancellation or failure to pursue the Application;
- (b) The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- (c) The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- (d) The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

**Company Acknowledgment and Certification:**

The undersigned, being a duly authorized representative of the Company, hereby and on behalf of the Company, certifies to the best of his or her knowledge and under the penalty of perjury that all of the information provided by the Company within this Application for Financial Assistance is true, accurate and complete.

The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Agency (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

The Company, on behalf of itself and all Recipients, hereby further acknowledges that the submission of any knowingly false or knowingly misleading information herein or within any agreement with the Agency may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of the Agency's involvement in the project, including all costs of the agency relating to same. The Company has reviewed and accepts the terms of the Agency's Project Recapture and Termination Policy.

By:	Solitude Solar LLC d/b/a US Light Energy
Name:	Michael Fingar <i>Michael Fingar</i>
Title:	Authorized Signatory for Solitude Solar

State of New York )  
County of *Albany* ss.:

On the ~~21~~<sup>29<sup>TH</sup></sup> day of ~~March~~<sup>APRIL</sup> in the year 2026, before me, the undersigned, personally appeared Ryan Bennett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Anne Lynn Zubrick*  
Notary Public

ANNE LYNN ZUBRICK  
Notary Public, State of New York  
Qualified in Rensselaer County  
Reg # 01ZU6395188  
Commission Expires July 22, 20*27*

## Project Summary and Financial Assistance Cost Benefit Analysis

(This page to be completed by FCIDA Staff)

Company Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

Town/Village: \_\_\_\_\_

School District: \_\_\_\_\_

Estimated Cost of Industrial Development Agency Financial Assistance		
1.	Sales and Use Tax Exemption	
	A.	Amount of Project Cost Subject to Sales and Use Tax: \$
		Sales and Use Tax Rate: 8.00%
	B.	Estimated Exemption (A X .08): \$
2.	Mortgage Recording Tax Exemption	
	A.	Projected Amount of Mortgage: \$
		Mortgage Recording Tax Rate: _____%
	B.	Estimated Exemption (A X .01): \$
3.	Real Property Tax Exemption	
	A.	Projected Increase in Assessed Value on Project: \$
	B.	Total Applicable Tax Rates Per \$1000: \$
	C.	Total Annual Taxes without PILOT (A X B)/1,000: \$
	D.	PILOT Exemption Rate (see PCIDA Uniform Tax Exemption Policy): %
	E.	Average Annual PILOT Payment (C X D): \$
	F.	Net Exemption over PILOT term ((C-E) x 7, 10 or 15): \$
4.	Interest Exemption (Bond transactions only)	
	a.	Estimated Interest Expense Assuming Taxable Interest: \$
	b.	Estimated Interest Expense with tax-exempt Interest Rate: \$
	c.	Interest Exemption (a - b): \$

<b>Estimated Benefits of Industrial Development Agency Financial Assistance</b>		
1.	Jobs to be retained in Franklin County	
2.	Current Company payroll in Franklin County	\$
3.	Project Jobs to be Created over 3 years	
4.	Total Project Investment	\$
5.	Non IDA financing leveraged	\$
6.	Other project benefits:	

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Agency Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT A

**PREVAILING WAGE CHECKLIST & MWBE GUIDANCE  
(NY Labor Law § 224-a)**

On January 1, 2022, certain projects receiving financial assistance from the Agency will be subject to prevailing wage requirements. While prevailing wage was previously limited to government contracting, this legislation will subject certain projects approved by the Agency to prevailing wage under the New York Labor Law and certain MWBE requirements. Please use the following table as a checklist to confirm if a project will be subject to prevailing wage if approved:

<p><b>1. Exempt Project:</b></p>	<ul style="list-style-type: none"> <li>a. Residential real estate (less than 4 units),</li> <li>b. Certain not-for-profit corporations with revenue under \$5 million,</li> <li>c. Certain Affordable Housing projects,</li> <li>d. Certain manufactured home park projects,</li> <li>e. Certain projects performed under a pre-hire collective bargaining agreement (e.g., labor peace agreement or project labor agreement),</li> <li>f. Projects funded by § 16-n of the Urban Development Corporation Act or the Downtown Revitalization Initiative,</li> <li>g. <b>The installation of renewable energy systems, renewable heating or cooling systems, or energy storage systems with a capacity of five (5) megawatts (AC) or less,</b></li> <li>h. NYC IDA Food Retail Expansion to Support Health projects,</li> <li>i. NYC EDC Small Business Incubator programs under 10,000 sq. ft.,</li> <li>j. NYC Dept. of Education school construction under 60,000 sq. ft., and</li> <li>k. Projects that receive certain tax benefits related to historic rehabilitation.</li> </ul>	<p>Yes <input type="checkbox"/> X No <input type="checkbox"/></p>
<p><b>2. Covered Project:</b></p>	<p>Construction projects throughout the state whose total costs exceed \$5 million and for which at least 30% of these costs are met through use of public subsidies.<sup>1</sup></p>	<p>Yes <input type="checkbox"/> X No <input type="checkbox"/></p>
<p><b>3. Public Fund Exemptions:</b></p>	<ul style="list-style-type: none"> <li>a. Affordable New York Housing Program benefits,</li> <li>b. Funds that are not provided primarily to promote, incentivize, or ensure that construction work is performed, which would otherwise be considered public funds (as defined below),</li> </ul>	<p>Exclude from above total.</p>

<sup>1</sup> "Notice of Expanded Legal Obligations under NYS Prevailing Wage" published on or about September 21, 2021 by the NYS Department of Labor.

	<ul style="list-style-type: none"> <li>c. Funds received for sewer projects or connections to existing sewer lines,</li> <li>d. Tax benefits where the value is unknown at time of construction,</li> <li>e. Tax benefits for Brownfield Cleanup Program,</li> <li>f. Funds for charter school facilities, and</li> <li>g. Any public monies, credits, savings or loans deemed exempt by the Public Subsidy Board.</li> </ul>	
<b>4. Public Funds (Public Subsidies):</b>	<ul style="list-style-type: none"> <li>1. Public entity grants,</li> <li>2. Savings from fees, rents, interest rates, or loan costs, or insurance costs that are lower than market rate costs,</li> <li>3. Savings from reduced taxes as a result of tax credits, tax abatements, tax exemptions (i.e., sales tax and mortgage recording tax), or tax increment financing, PILOTs, and</li> <li>4. Savings from reduced, waived, or forgiven costs (e.g., contingent loan repayments).</li> </ul>	Total: \$TBD plus PILOT benefits_____
<b>5. Effective Date</b>	The prevailing wage and MWBE requirements take effect on January 1, 2022, and shall apply to contracts for construction executed, incentive agreements executed, procurements or solicitations issued, or applications for building permits on or after such date.	
<b>6. Reporting Requirement</b>	A project beneficiary must certify if a project is a Covered Project within five (5) days of commencement of construction. A Covered Project is subject to stop work orders by the NY Commissioner of Labor.	

**MWBE & SDVOB**

This new Labor Law section has two specific sections set forth in paragraphs 9 and 10 respectively, related to compliance by developers and owners with the objectives and goals under Article 15-A of New York Executive Law related to Minority and Women-Owned Business Enterprises ("MWBE") and Article 17-B of New York Executive Law related to Service Disabled Veteran Owned Businesses ("SDVOB").

To assist with compliance, training and resources shall be available for such firms to comply with prevailing wage requirements. Further, the fiscal officer for the project is required to report on the diversity practices of contractors and subcontractors, utilization of MWBE firms, employment of minorities and women in construction related jobs and practice and policies to provide diversity in the workforce.

The newest participation goal is 30% for MWBE and 6% for SDVOB. Contractors must demonstrate a "good faith" effort to comply with the MWBE and SDVOB requirements. Good faith

efforts can include the identification of participation areas for MWBEs and SDVOBs and full utilization of lists of certified MWBEs and SDVOBs.

If, despite good faith efforts, a contractor is not able to retain an MWBE or SDVOB for a project, the company must submit a Request for Waiver along with documentation of good faith efforts and the reason they were unable to obtain an MWBE or SDVOB.

#### **GOOD FAITH EFFORTS CAN BE EVIDENCED BY:**

- Copies of solicitations (advertisements in MWBE or SDVOB-centered publications, those made to vendors in MWBE or SDVOB directories, those made to MWBE or SDVOB-oriented trade and labor organizations, etc.)
- If these solicitations are answered, the contractor must also record specific reasons why the MWBE or SDVOB enterprise was not selected.
  - Dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the Department of Labor with certified MWBE or SDVOB enterprises.
  - Information describing the steps taken to ensure MWBE and SDVOB participation in a project.
  - Descriptions of any other actions undertaken by the bidder to document good faith efforts to hire and contract with MWBE and SDVOB enterprises.

#### **COMPLIANCE:**

Project beneficiaries of Covered Projects may want to engage a diversity compliance consultant or monitor to ensure good faith efforts, proper waiver application, if necessary or warranted and proper documentation of compliance efforts to avoid penalties and sanctions. Under Article 15-A, §316 and §316-A provide penalties such as fines and ineligibility to bid on projects for one year, as well as liquidated damages for willful or intentional non-compliance.

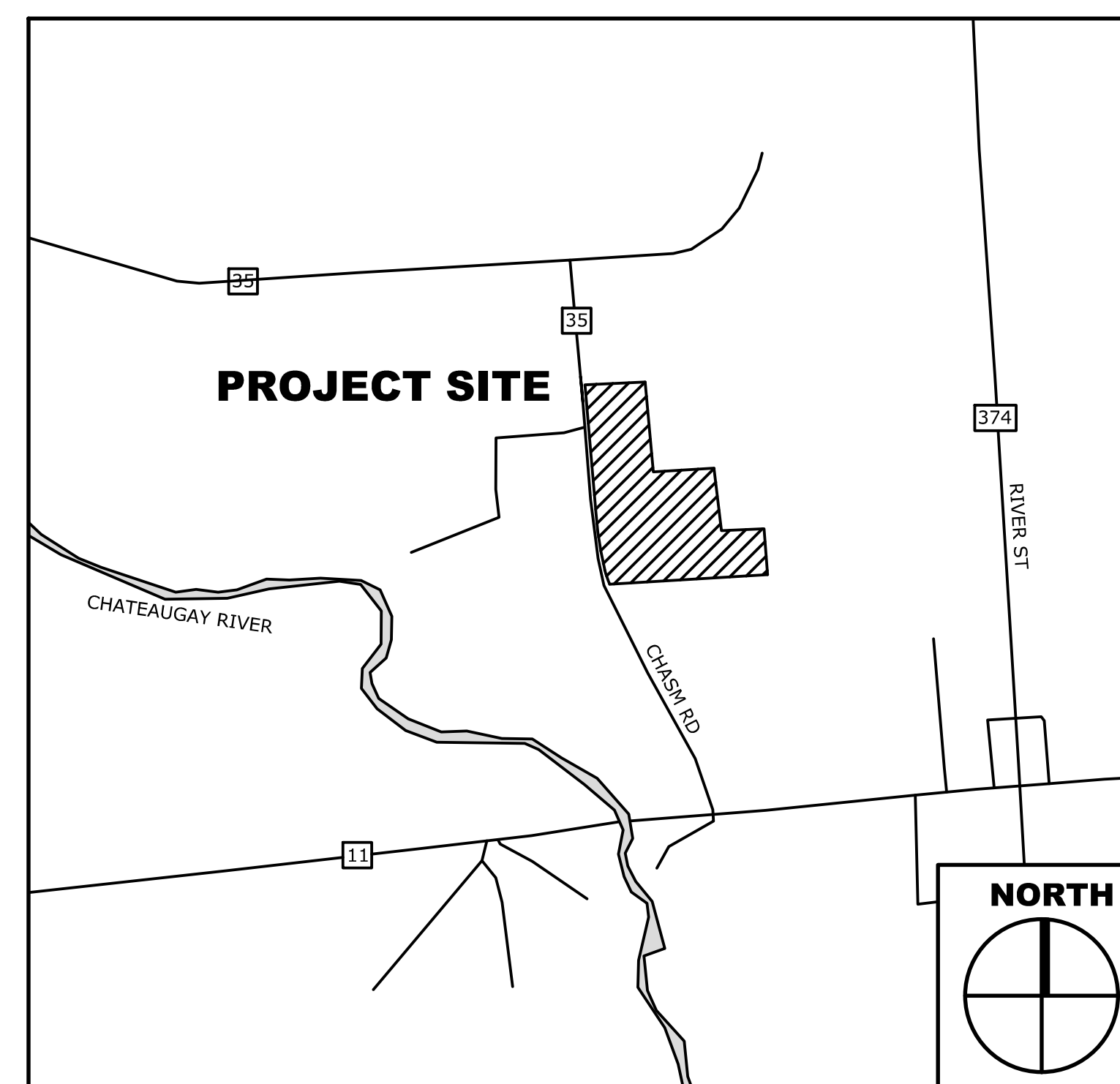
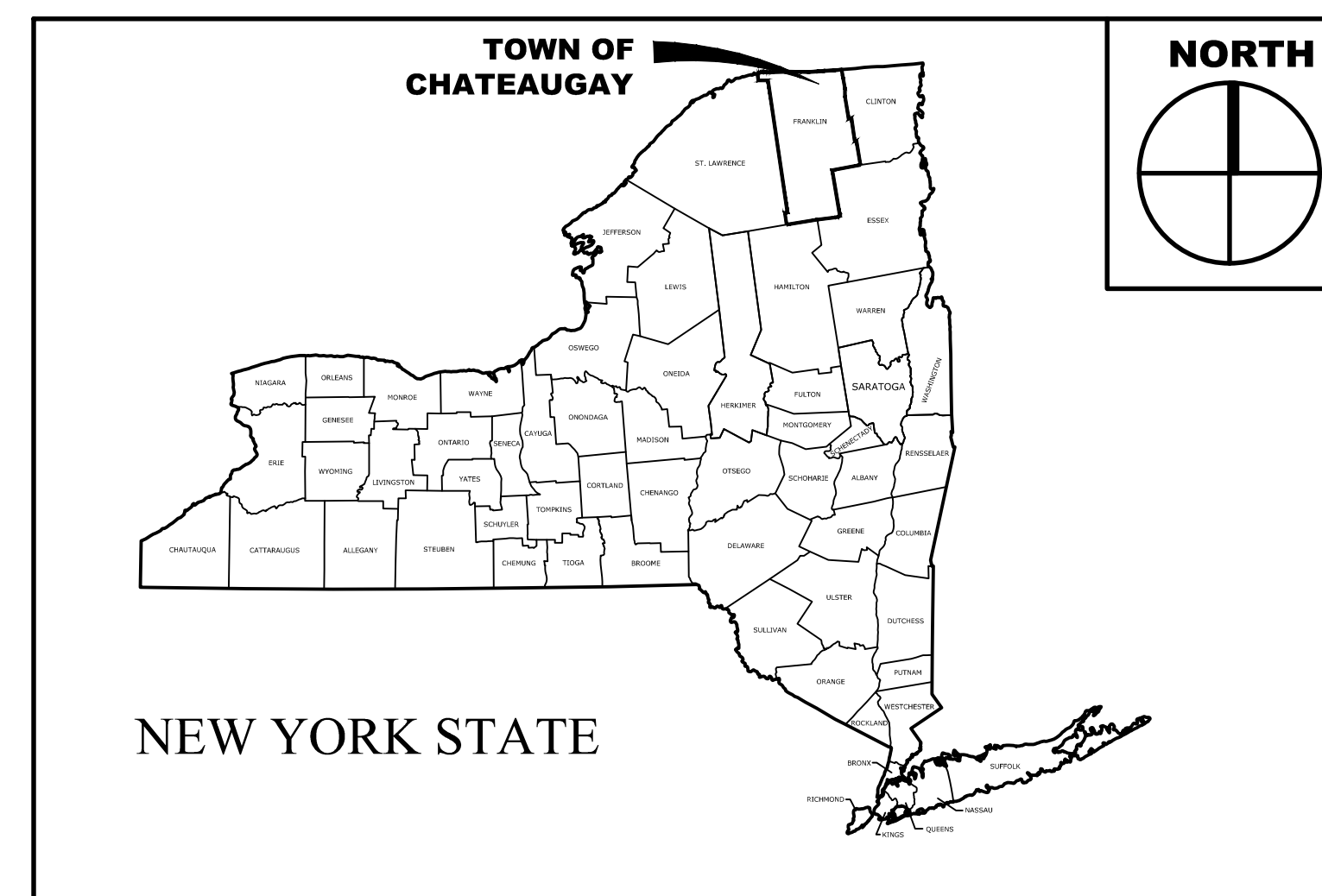
#### **RESOURCES:**

Helpful resources and administration forms for the MWBE and SDVOB programs can be found on the NYS Department of Labor website in the middle of the page at the following address: <https://dol.ny.gov/contract-bid-grant-opportunities>.

# CHATEAUGAY COMMUNITY SOLAR PROJECT

## NY USLE CHASM RD I LLC

### COUNTY ROUTE 35



**SITE LOCATION MAP**

**PROJECT SUMMARY:**

NAME PLATE RATING	6.1 MW DC/ 4.0 AC MAX
UTILITY TERRITORY	NYSEG
UTILITY LOAD ZONE	D
SUBSTATION	15001
CIRCUIT	1500114
PV MODULES	(11,206) JINKO JKMS40M-72HL4
INVERTERS	(32) SOLECTRIA XGI 1500 125/125

**DRAWING LIST**

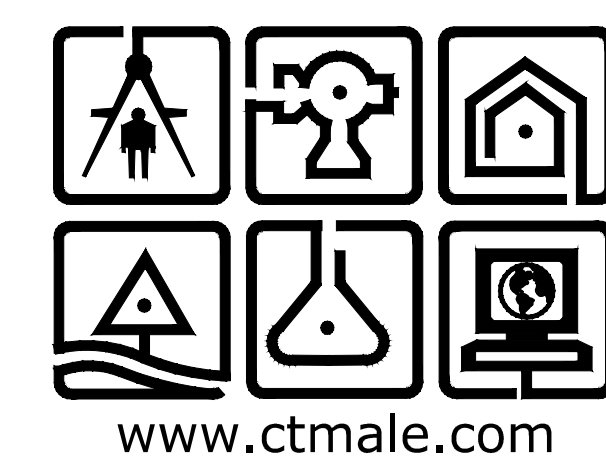
Sheet Description	Sheet Title	Sheet Number
G-001	COVER PAGE	01
C-101	EXISTING CONDITIONS	02
C-102	OVERALL SITE PLAN	03
C-103	OVERALL SITE PLAN WITH IMAGERY	04
C-104	ENTRANCE AND UTILITY POLE PLAN	05
C-105	CONSTRUCTION SEQUENCE PLAN	06
C-501	SITE DETAILS	07
C-502	SITE DETAILS	08
C-503	SITE, EROSION, & SEDIMENT CONTROL DETAILS	09
C-504	EROSION & SEDIMENT CONTROL DETAILS	10
C-701	TRAFFIC & MAINTENANCE CONTROL DETAILS	11
C-702	TRAFFIC & MAINTENANCE CONTROL DETAILS	12
C-703	TRAFFIC & MAINTENANCE CONTROL DETAILS	13

**ISSUED FOR REGULATORY APPROVAL**

© 2023

C.T. MALE ASSOCIATES  
 WARNING: IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ARCHITECT IS ALTERED, THE ALTERING ARCHITECT SHALL AFFIX TO HIS ITEM THE SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION, ARCHITECTURE - COMMISSIONER'S REGULATIONS PART 69.5.  
 WARNING: IT IS A VIOLATION OF THIS LAW FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION, PROFESSIONAL ENGINEERING AND LAND SURVEYING - ART. 145, SECTION. 7209

**C.T. MALE ASSOCIATES**  
 Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.  
 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400  
 GLENS FALLS, NY • POUGHKEEPSIE, NY • JOHNSTOWN, NY  
 RED HOOK, NY • SYRACUSE, NY

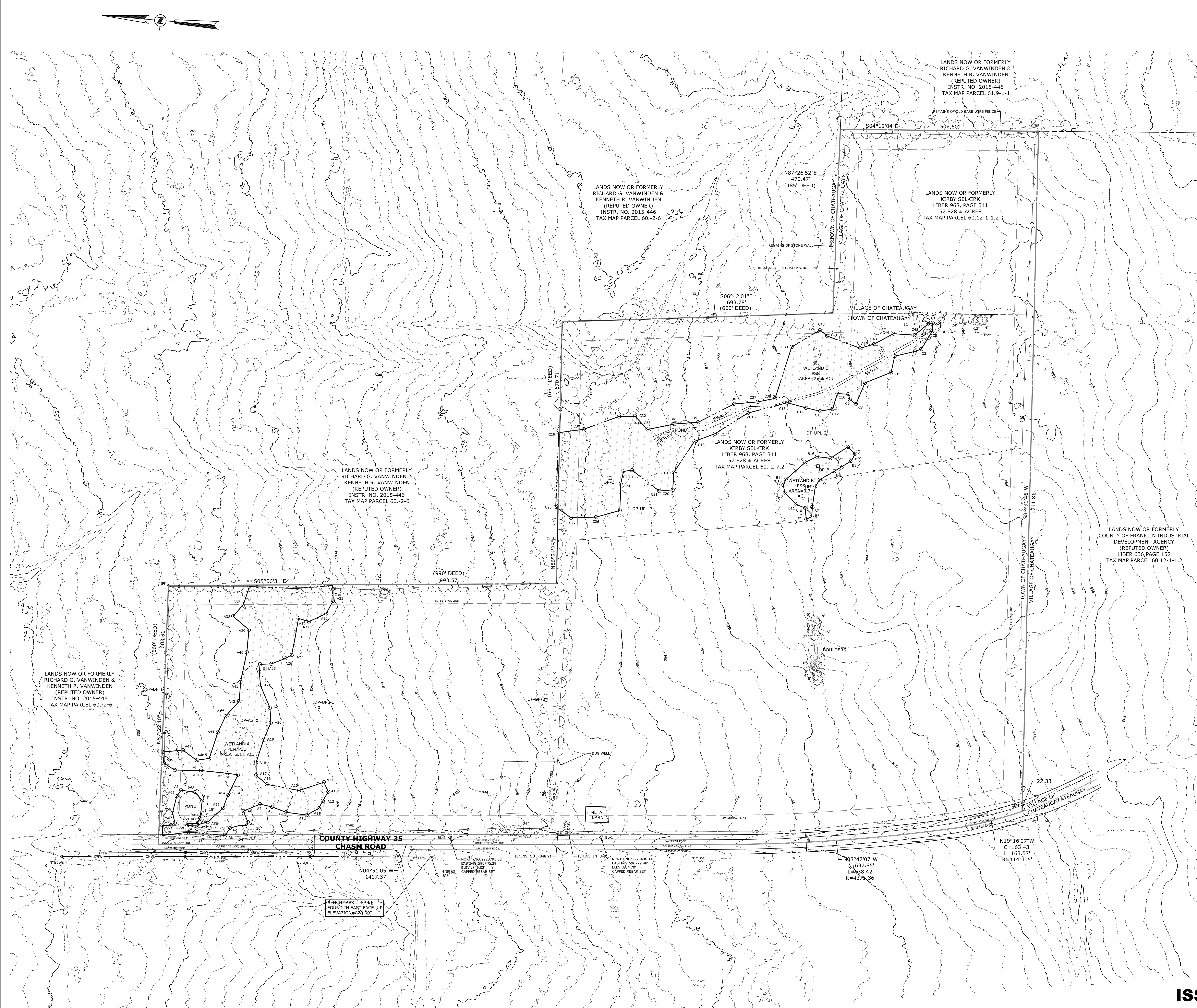


www.ctmale.com

**PROJECT NO. 23.3168**  
**DRAWING NO. 23-0296**

**G-001**  
 SHEET 01 OF 13

CAD FILE NAME: K:\Projects\233168\Civil\00\_Drawings\_and\_Maps\G-001.dwg



MAP NOTES:

1. INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED DURING THE MONTH OF MARCH 2023.
2. NORTH ORIENTATION IS GRID NORTH AND IS BASED ON THE NEW YORK STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, US SURVEY FOOT.
3. VERTICAL DATUM SHOWN HEREON IS NAVD 88 AND WAS OBTAINED THROUGH GPS OBSERVATIONS.
4. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM DATA OBTAINED BY OTHERS. SURFACE FEATURES SUCH AS CATCH BASIN RIMS, MANHOLE COVERS, WATER VALVES, GAS VALVES, ETC. ARE THE RESULT OF FIELD SURVEY UNLESS NOTED OTHERWISE. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH IS NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. DIG SAFELY NEW YORK MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION, AND CONSTRUCTION.
5. A FIELD DELINEATION OF WETLANDS AND OTHER WATERS OF THE U.S. WAS CONDUCTED BY C.T. MALE STAFF ON NOVEMBER 09-10, 2022 FOR THE PROPERTY LOCATED AT 142 CHASM ROAD IN THE TOWN OF CHATEAUGAY, FRANKLIN COUNTY, NEW YORK. FIELD WORK WAS DONE IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE NORTH-CENTRAL AND NORTHEAST REGIONAL SUPPLEMENT AND THE 2020 WATERS OF THE U.S. (WOTUS) DEFINITION AND THE NYSDEC FRESHWATER WETLAND DELINEATION MANUAL DATED JULY 1995.
6. CONTOURS SHOWN HEREON ARE BASED ON LIDAR CONTOURS OBTAINED FROM THE NEW YORK STATE GIS CLEARINGHOUSE AND FIELD VERIFIED DURING THE MONTH OF MARCH, 2023.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C. T. MALE ASSOCIATES, D. P.C. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND TITLE REFERENCE IS MADE TO TITLE SEARCH ISSUED BY CHICAGO TITLE INSURANCE COMPANY, LLC NUMBER 2317-04835CH, DATED FEBRUARY 02, 2023. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTINUATION TO THE PRESENT.
8. ACCORDING TO THE FEMA FLOOD MAP SERVICE CENTER FEMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THE SURVEYED PARCEL'S LOCATION. NO FLOOD MAP HAS PUBLISHED AT THIS TIME.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN THE PROPOSED PARCEL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THE UNDERSIGNED IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
11. THE SUBJECT PARCEL MAY BE SUBJECT TO THE FOLLOWING EASEMENTS, RIGHT OF WAYS AND APPROPRIATIONS OF RECORD.
12. RIGHT OF WAY CONVEYED FROM FRED C. BUSH TO MOUNTAIN HOME TELEPHONE AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 156, PAGE 304. RIGHT OF WAY IS BLANKET IN NATURE.
13. APPROPRIATION CONVEYED FROM GEORGE & LUCY DECHAMBEAU TO FRANKLIN COUNTY AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 244, PAGE 394. LOCATION OF APPROPRIATION CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS.
14. EASEMENT CONVEYED FROM RUSSELL DECHAMBEAU TO NEW YORK STATE ELECTRIC & GAS CORPORATION AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 391, PAGE 631. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHASM ROAD.
15. EASEMENT CONVEYED FROM RUSSELL DECHAMBEAU TO NEW YORK STATE ELECTRIC & GAS CORPORATION AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 442, PAGE 51. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHASM ROAD.
16. EASEMENT CONVEYED FROM PETER B. & BARBARA B. DAVIS TO NEW YORK TELEPHONE COMPANY AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 468, PAGE 869. EASEMENT IS BLANKET IN NATURE.

LEGEND:

- CIPR CAPPED IRON ROD FOUND
- CMP CORRUGATED METAL PIPE
- DATA POINT
- DECIDUOUS TREE
- TRANS ELECTRIC TRANSFORMER
- GUY WIRE
- IRON PIPE FOUND
- △ SIGN
- SURVEY CONTROL POINT
- TELEPHONE PEDESTAL
- UTILITY POLE
- WETLAND FLAG
- ELECTRIC FENCE
- OVERHEAD WIRES
- PAIGEWIRE FENCE
- USACE JURISDICTION WETLAND LIMIT
- PROPERTY LINE

ISSUED FOR REGULATORY APPROVAL

1 PLAN  
 SCALE: 1" = 100'  
 CROSS REFERENCE: NONE



KATHRYN C. SERRA  
 P.E. NO. 086538

DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.
6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	
8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	

EXISTING CONDITIONS

CHATEAUGAY COMMUNITY SOLAR PROJECT  
 NY USLE CHASM RD I LLC

TOWN OF CHATEAUGAY FRANKLIN COUNTY, NEW YORK

**C.T. MALE ASSOCIATES**  
 Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.  
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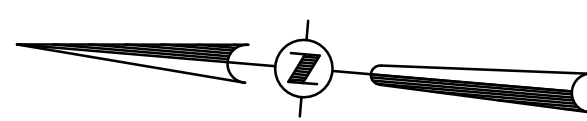
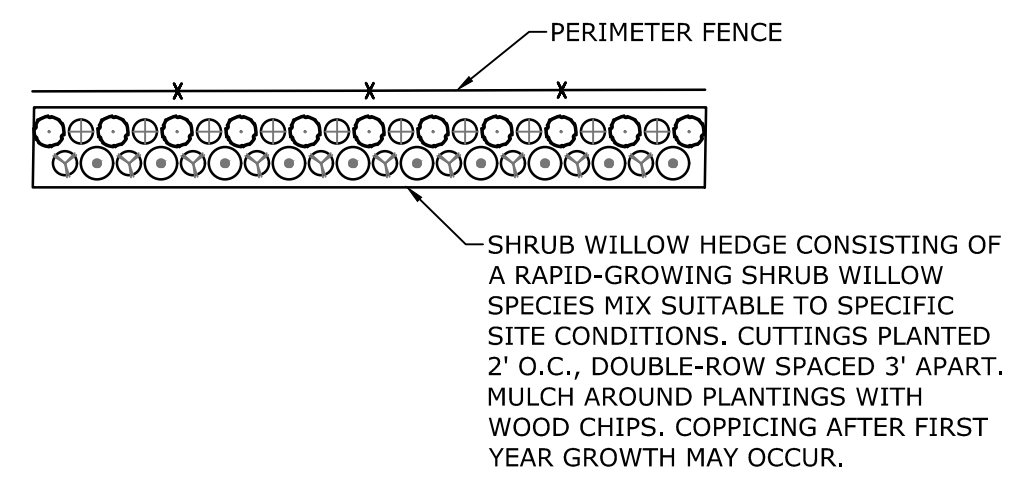
**C-101**  
 SHEET 02 OF 13  
 DWG. NO: 23-0296

CAD DWG FILE NAME: K:\Projects\233168\Civil\DWG\_Dimings and Markers\10.dwg





**2** **WILLOW HEDGE**  
SCALE: NONE  
CROSS REFERENCE: NONE



LANDS NOW OR FORMERLY RICHARD G. VANWINDEN & KENNETH R. VANWINDEN (REPUTED OWNER) INSTR. NO. 2015-446 TAX MAP PARCEL 60-2-2-6

LANDS NOW OR FORMERLY KIRBY SELKIRK LIBER 968, PAGE 341 57,828 ± ACRES TAX MAP PARCEL 60-2-7-2

LANDS NOW OR FORMERLY COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY (REPUTED OWNER) LIBER 636, PAGE 152 TAX MAP PARCEL 60.12-1-1.2

**PROJECT SUMMARY:**

NAME PLATE RATING	6.1 MW DC/ 4.0 AC MAX
UTILITY TERRITORY	NYSEG
UTILITY LOAD ZONE	D
SUBSTATION	15001
CIRCUIT	1500114
PV MODULES	(11,206) JINKO JKMS40M-72HL4
INVERTERS	(32) SOLECTRIA XGI 1500 125/125

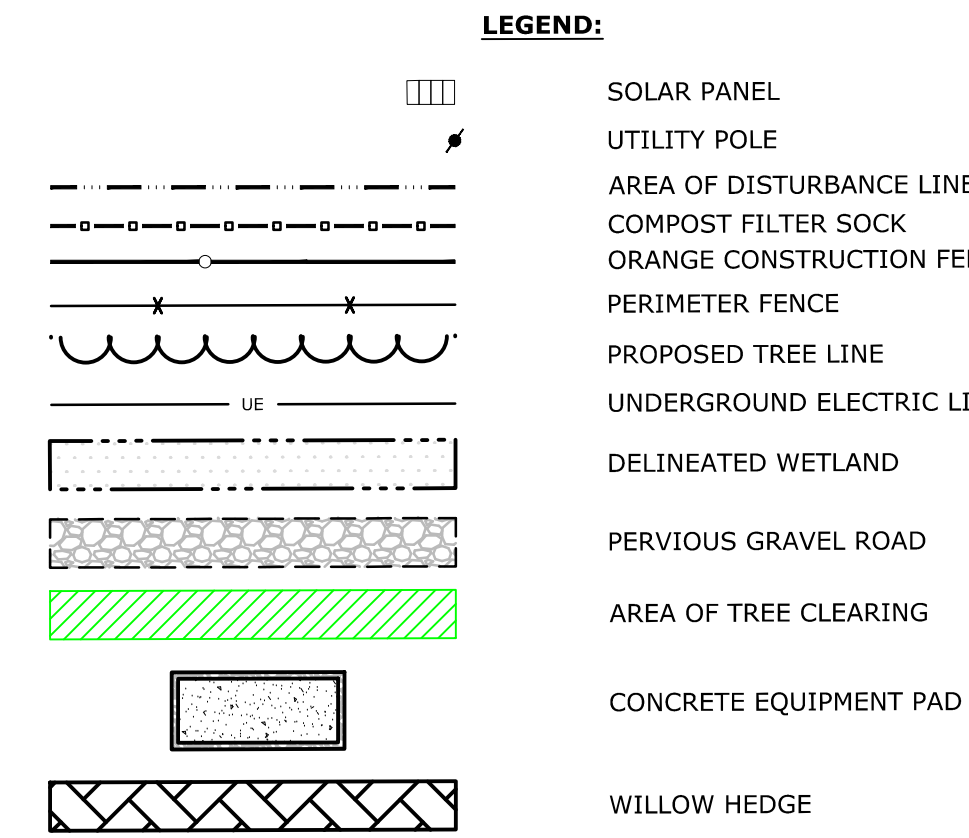
**ZONING ANALYSIS:**

METRIC	SOLAR LAW	PROPOSED
MAX. PANEL HEIGHT	N/A	15 FT. MAX.
MIN. FENCE HEIGHT	7 FT.	8 FT.
MIN. SETBACK FROM RESIDENTIAL STRUCTURE (NOTE 1)	500 FT.	1,550 FT.
MIN. SETBACK FROM RIGHT OF WAY (NOTE 2)	50 FT.	50± FT.

**SITE PLAN NOTES:**

- TAX MAP I.D.: 60-2-7-2 & 60.12-1-1.2
- TOTAL PARCEL SIZE: 57.8± AC
- PROPOSED FENCE AREA: 26.3± AC (45.5% OF PARCEL)
- PROPOSED ARRAY ENVELOPE: 21.8± AC (37.7% OF PARCEL)
- PROPOSED LOT COVERAGE BY SOLAR PANELS: 7.1± AC (12.3% OF PARCEL)
- PROPOSED AREA OF DISTURBANCE: 27.63± AC
- NEW GRAVEL ACCESS ROAD: 400± LF, 11,110± SQ. FT.
- TOTAL TREE CLEARING: 0.4± AC

**1** **OVERALL SITE PLAN**  
SCALE: 1" = 60'  
CROSS REFERENCE: NONE



**NOTE:**

- SITE REGRADING SHALL BE LIMITED TO THE RESTORATION OF DISTURBED AREAS CREATED DURING THE INSTALLATION OF THE SOLAR ENERGY SYSTEM COMPONENTS AND PERVIOUS GRAVEL ACCESS ROAD. PER THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS ALL DISPLACED TOPSOIL OBTAINED DURING CONSTRUCTION SHALL BE STOCKPILED IN THE DESIGNATED STOCKPILE AREA. STOCKPILED TOPSOIL SHALL BE USED IN THE RESTORATION OF DISTURBED AREAS AND ANY REMAINING TOPSOIL SHALL BE EVENLY SPREAD WITHIN THE PROJECT DISTURBANCE LIMITS. THE DISBURSEMENT OF THE TOPSOIL SHALL BE COMPLETED AT THE CONTRACTOR'S DISCRETION AND SHALL NOT ALTER THE SLOPE OF HYDROLOGY OF THE AREA.
- WETLAND/WATERCOURSE DELINEATION WAS COMPLETED BY C. T. MALE ASSOCIATES ON NOVEMBER 9-10, 2022 IN ACCORDANCE WITH THE 1987 U.S. ARMY CORPS OF ENGINEERS (CORPS) WETLAND DELINEATION MANUAL AND THE NORTH-CENTRAL AND NORTH-EAST REGIONAL SUPPLEMENT, AS WELL AS THE NYSDEC FRESHWATER WETLAND DELINEATION MANUAL DATED JULY 1995. LABELLED FLAGGING WAS SET IN THE FIELD AND LOCATED WITH A TRIMBLE GEO7X GPS UNIT.
- PRIOR TO CONSTRUCTION ALL WETLANDS SHALL BE STAKEDOUT AND OR RE-FLAGGED THEN ORANGE CONSTRUCTION FENCING SHALL BE INSTALL AS DEPICTED. NO WORK SHALL OCCUR WITHIN THE WETLANDS.

- ALL SITE WORK SHALL BE COMPLETED IN CONFORMANCE WITH ALL APPLICABLE NYSDEC GUIDELINES INCLUDING BUT NOT LIMITED TO:
  - TOPSOIL SAMPLING, STOCKPILING, SPREADING, SEEDING, AND SITE RESTORATION IS TO BE PERFORMED IN ACCORDANCE WITH THE NYS DEPARTMENT OF AGRICULTURE & MARKETS GUIDELINES FOR SOLAR ENERGY PROJECTS CONSTRUCTION MITIGATION, REVISED 10/18/2019.
  - THE CONTRACTOR SHALL NOTIFY DIG SAFELY NEW YORK (UDIG NY OR CALL 811) PRIOR TO CONSTRUCTION.
  - THERE SHALL BE A DESIGNATED ENVIRONMENTAL MONITOR ON SITE WHENEVER CONSTRUCTION OR RESTORATION WORK IS OCCURRING ON AGRICULTURE LAND. COORDINATION WITH THE NYSDEC, DIVISION OF LAND AND WATER RESOURCES, IS REQUIRED TO DEVELOP A SCHEDULE FOR INSPECTIONS AND ENSURE COMPLIANCE WITH THE DEPARTMENT'S CURRENT GUIDELINES.
- TREE CLEARING SHALL BE COMPLETED BETWEEN NOVEMBER 1 AND MARCH 31.

**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538		DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.
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		8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	

DESIGNED: MLS  
DRAFTED: MLS/SMW  
CHECKED: MLS  
PROJ. NO: 23.3168  
SCALE: AS NOTED  
DATE: MAY 4, 2023

**OVERALL SITE PLAN WITH IMAGERY**  
**CHATEAUGAY COMMUNITY SOLAR PROJECT**  
**NY USLE CHASM RD I LLC**

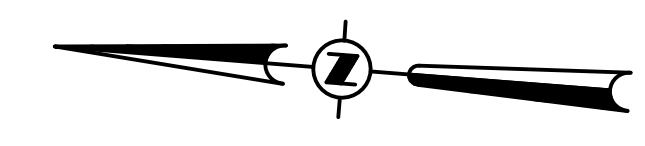
TOWN OF CHATEAUGAY  
FRANKLIN COUNTY, NEW YORK

**C.T. MALE ASSOCIATES**  
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RED HOOK, NY • SYRACUSE, NY  
www.ctmale.com

**C-103**  
SHEET 04 OF 13  
DWG. NO: 23-0296

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LANDS NOW OR FORMERLY COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY (REPEATED OWNER) LIBER 636, PAGE 152 TAX MAP PARCEL 60.12-1-1.2

TOWN OF CHATEAUGAY VILLAGE OF CHATEAUGAY

WILLOW HEDGE

VILLAGE OF CHATEAUGAY TOWN OF CHATEAUGAY

- LEGEND:
- PHASE 1 = ±2.25 ACRES
  - PHASE 2 = ±2.70 ACRES
  - PHASE 3 = ±1.90 ACRES
  - PHASE 4 = ±4.60 ACRES
  - PHASE 5 = ±4.78 ACRES
  - PHASE 6 = ±4.93 ACRES
  - PHASE 7 = ±3.84 ACRES
  - PHASE 8 = ±2.63 ACRES

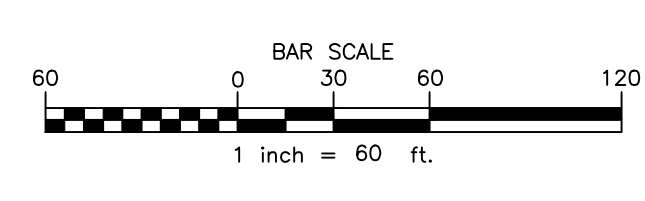
- UTILITY POLE
- AREA OF DISTURBANCE LINE
- COMPOST FILTER SOCK
- ORANGE CONSTRUCTION FENCING
- PERIMETER FENCE
- PROPOSED TREE LINE
- UNDERGROUND ELECTRIC LINE
- DELINEATED WETLAND
- PERVIOUS GRAVEL ROAD
- AREA OF TREE CLEARING
- CONCRETE EQUIPMENT PAD
- WILLOW HEDGE

**1 CONSTRUCTION SEQUENCE PLAN**  
 SCALE: 1"=60'  
 CROSS REFERENCE: NONE

CONSTRUCTION SEQUENCE PLAN:  
 TOTAL DISTURBANCE = ±27.63 ACRES

- PHASE 1:** INSTALL EROSION AND SEDIMENT CONTROL MEASURES, CHAINLINK FENCE, CLEAR VEGETATION FOR AND INSTALL THE GRAVEL ACCESS ROAD, INSTALL ELECTRICAL CONDUIT AND CONCRETE EQUIPMENT PADS. TOTAL DISTURBANCE = ±2.25 ACRES
- INSTALL ESC MEASURES, INCLUDING STABILIZED CONSTRUCTION ACCESS, SILT FENCE, COMPOST FILTER SOCK, AND CONCRETE WASHOUT. TIMBER MATTING SHALL BE UTILIZED IN AREAS OF PONDED WATER OR SATURATED AREAS DURING CLEARING OR CONSTRUCTION OF THE ACCESS ROAD
  - INSTALL CHAINLINK FENCE.
  - CLEAR VEGETATIVE COVER IN THE AREA ILLUSTRATED AS "PHASE 1"
  - CONSTRUCT THE GRAVEL ACCESS ROAD IN CONFORMANCE WITH ALL ASSOCIATES DETAILS AND NOTES.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
  - FORM AND POUR CONCRETE EQUIPMENT PAD. SET ELECTRICAL EQUIPMENT ONTO CONCRETE PADS.
- PHASE 2:** INSTALL RACKING, PANELS AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±2.70 ACRES
- CLEAR VEGETATIVE COVER IN THE AREA ILLUSTRATED AS "PHASE 2"
  - INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- PHASE 3:** INSTALL RACKING, PANELS AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±1.90 ACRES
- INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- PHASE 4:** INSTALL RACKING, PANELS, AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±4.60 ACRES
- INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- PHASE 5:** INSTALL RACKING, PANELS, AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±4.78 ACRES
- CLEAR VEGETATIVE COVER IN THE AREA ILLUSTRATED AS "PHASE 5"
  - INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.

- PHASE 6:** INSTALL RACKING, PANELS AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±4.93 ACRES
- INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- PHASE 7:** INSTALL RACKING, PANELS, AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±3.84 ACRES
- INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- PHASE 8:** INSTALL RACKING, PANELS, AND ELECTRICAL CONDUIT. TOTAL DISTURBANCE = ±2.63 ACRES
- INSTALL RACKING. RACKING INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL PANELS. PANEL INSTALLATION MAY BE PERFORMED AT THE CONTRACTOR'S DISCRETION.
  - INSTALL UNDERGROUND ELECTRICAL CONDUIT.
- NOTES:**
- UPON COMPLETION OF PHASE 1 CONSTRUCTION ACCESS TO PHASES 2-8 SHALL BE LIMITED TO A SINGLE PATH THROUGH THE OPEN FIELDS ON TRACKED MACHINERY TO THE GREATEST EXTENT PRACTICAL AND SHALL BE COMPLETED IN A MANNER AS TO NOT CREATE DISTURBANCE.
  - ALL WORK IN ALL PHASES IS TO OCCUR IN INCREMENTS, SO THAT AREAS OF DISTURBANCE DOES NOT EXCEED 5 ACRES AT ANY GIVEN TIME. THE AREA(S) OF WORK IS AT THE CONTRACTOR'S DISCRETION. EACH <5 ACRE AREA OF DISTURBED LAND SHALL BE TEMPORARILY STABILIZED PRIOR TO MOVING ONTO THE NEXT AREA OF DISTURBANCE. TEMPORARY STABILIZATION MAY UTILIZE SEED & STRAW OR WOOD MULCH/CHIPS. THE CONTRACTOR MAY OBTAIN A 5 ACRE WAIVER FROM THE REGIONAL DEC OFFICE IF DESIRED.
  - ALL WORK, IN ALL PHASES, PERFORMED WITHIN PONDED AND/OR SATURATED AREAS SHALL UTILIZE TIMBER MATTING.



**ISSUED FOR REGULATORY APPROVAL**

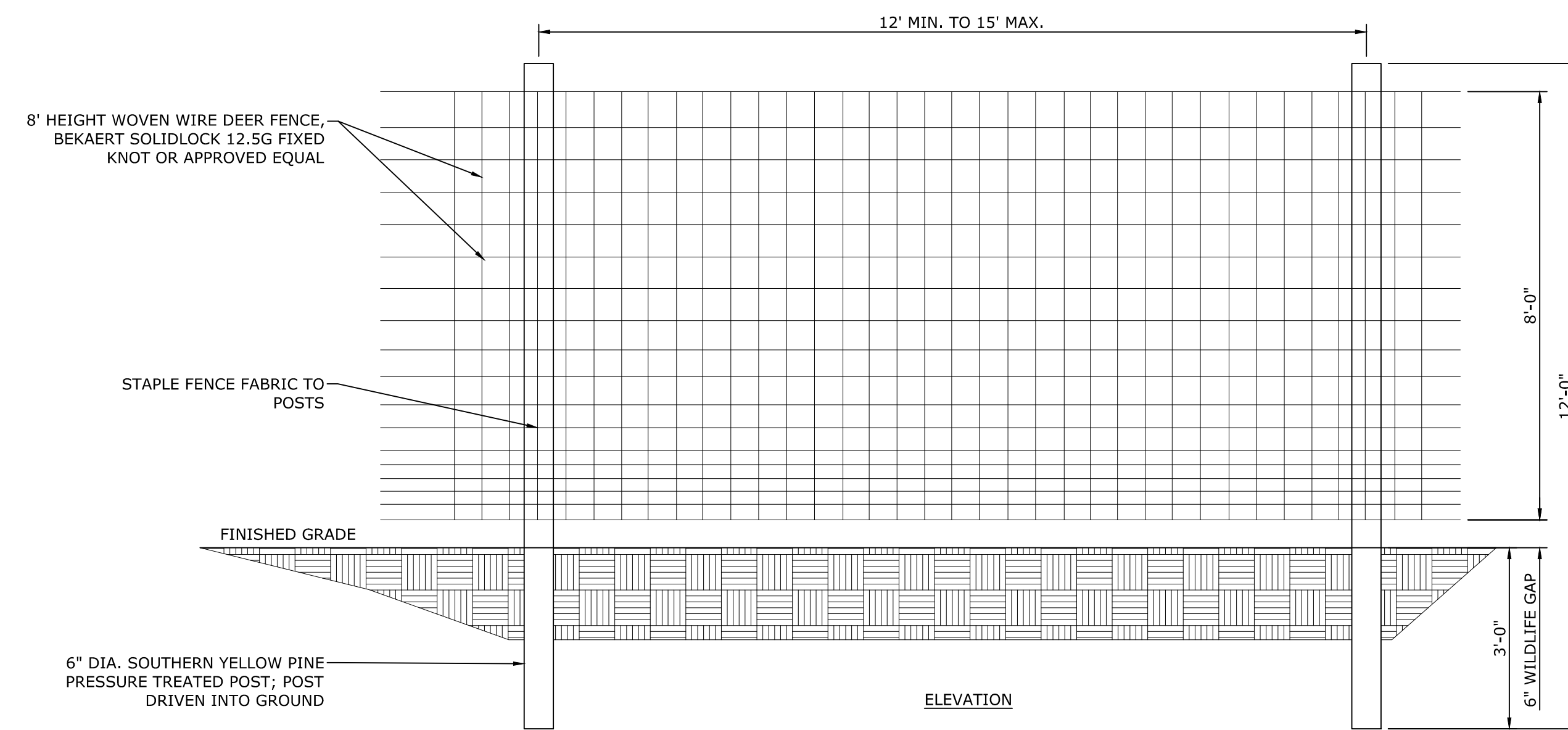
KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.
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8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		
<b>CONSTRUCTION SEQUENCE PLAN</b> <b>CHATEAUGAY COMMUNITY SOLAR PROJECT</b> <b>NY USLE CHASM RD I LLC</b>						
TOWN OF CHATEAUGAY			FRANKLIN COUNTY, NEW YORK			
<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 GLENS FALLS, NY • ROUGHKESPIE, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY						
						<b>C-105</b> SHEET 06 OF 13 DWG. NO:

**GENERAL NOTES:**

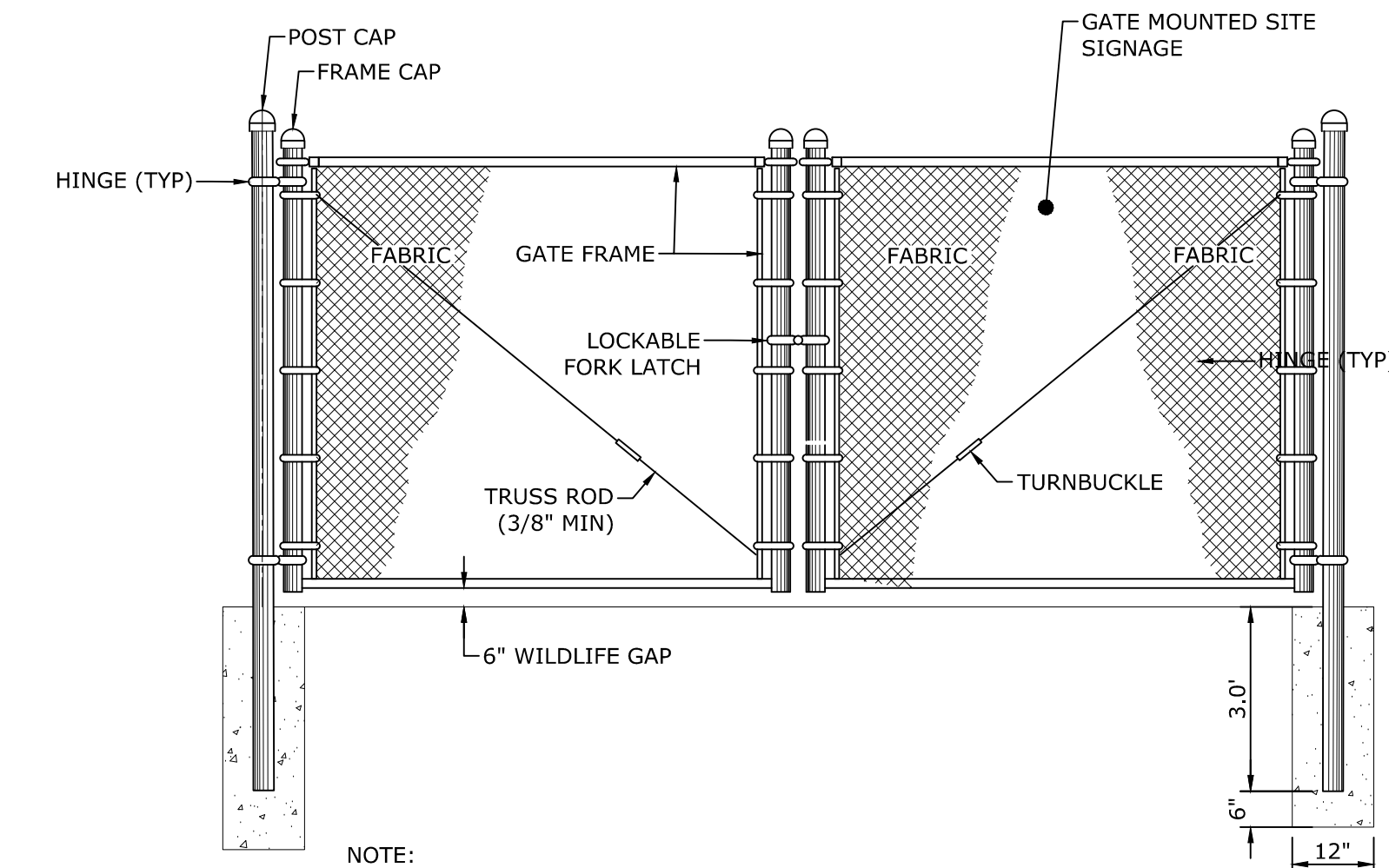
- BEFORE UNDERTAKING ANY CONSTRUCTION ACTIVITY, ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH SITE WORK THAT INVOLVES PHYSICAL GROUND DISTURBANCE ON THE PROJECT SITE SHALL SIGN AND DATE A COPY OF THE CERTIFICATION STATEMENT, WHICH IS LOCATED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARED FOR THIS PROJECT.
- ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL CONFORM TO THE "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL" (2016 ISSUE) AND ANY ADDENDA THERETO.
- THE SEDIMENT CONTROL MEASURES DETAILED IN THESE PLANS SHALL BE IN PLACE PRIOR TO THE START OF EACH CONSTRUCTION PHASE, ONCE CONSTRUCTED, ALL MEASURES SHALL BE PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD, AND THEN REMOVED FROM THE SITE ONCE THE SITE IS STABILIZED.
- AFTER THE START OF CONSTRUCTION, SITE SWPPP INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY (7) CALENDAR DAYS.
- BASED ON THE WEEKLY SITE SWPPP INSPECTIONS, THE EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE SWPPP MAY BE REVISED AS SITE CONDITIONS WARRANT. THE CONTRACTOR SHALL IMPLEMENT THESE CHANGES AS SOON AS PRACTICABLE, AND KEEP AN UPDATED SWPPP ON-SITE.
- THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR UNTIL THE FINAL SURFACE TREATMENT HAS BEEN INSTALLED AND VEGETATED AREAS HAVE ESTABLISHED 80% COVERAGE. AFTER THE VEGETATED AREAS HAVE BEEN STABILIZED WITH AT LEAST 80% VEGETATIVE COVER, AS DETERMINED BY THE ENGINEER, THE PROJECT SPONSOR SHALL ASSUME RESPONSIBILITY FOR MAINTAINING THE EROSION AND SEDIMENT CONTROL SYSTEM(S).
- THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE CONTRACT DOCUMENTS WILL NEED TO BE SUPPLEMENTED WITH INTERIM MEASURES PRIOR TO ACHIEVING FINAL GRADES. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN INTERIM EROSION AND SEDIMENT CONTROL MEASURES AS NEEDED TO CONTROL EROSION AND SEDIMENTATION THROUGHOUT THE DURATION OF CONSTRUCTION. THE DETAILS AND EXTENT OF THESE MEASURES ARE HIGHLY DEPENDENT ON THE CONTRACTOR'S MEANS AND METHODS AND THEREFORE NOT DETAILED ON THESE PLANS. THE COSTS ASSOCIATED WITH INSTALLING AND MAINTAINING THESE INTERIM MEASURES SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
- CONSTRUCTION ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCING NOTES.
- OUTSIDE THE GROWING SEASON, OTHER METHODS OF SOIL STABILIZATION (SUCH AS THE USE OF JUTE MESH, EXCELSTOR MATTING, OR TACKIFIER) SHALL BE USED UNTIL SUCH TIME AS VEGETATIVE COVER CAN BE ESTABLISHED.
- EXISTING VEGETATION SHALL BE PRESERVED TO THE MAXIMUM EXTENT PRACTICABLE. SITE WORK ACTIVITIES SHALL BE PLANNED TO MINIMIZE THE AREA AND DURATION OF SOIL DISTURBANCE. REMOVAL OF WOODY VEGETATION SHALL BE KEPT TO THE MINIMUM EXTENT PRACTICABLE.

**GRADING PLAN NOTES:**

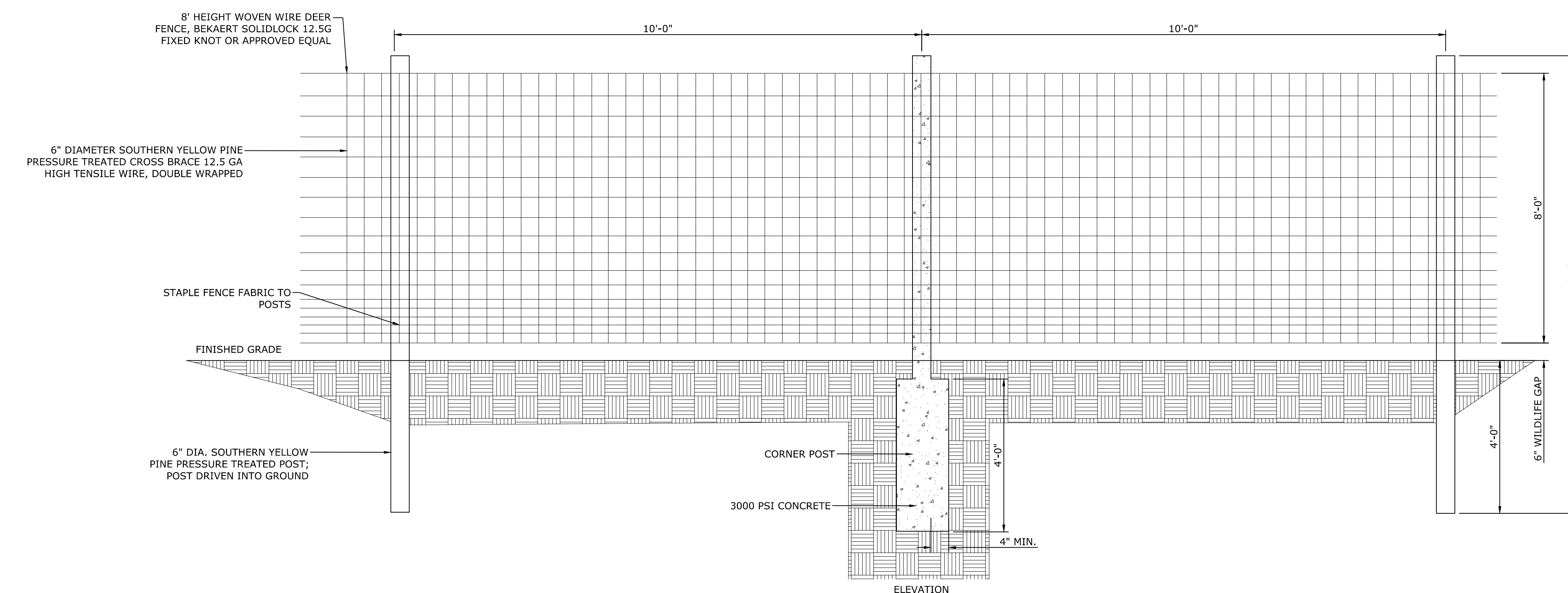
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS HAVING UNDERGROUND UTILITIES ON-SITE OR IN THE RIGHT-OF-WAY THAT MAY BE AFFECTED BY THE WORK, PRIOR TO EXCAVATING AND SITE GRADING.
- SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE PATTERNS DURING THE COURSE OF THE WORK.
- EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. IN THE EVENT THAT WORK OUTSIDE OF DESIGNATED LIMITS OF CONSTRUCTION IS NECESSARY, THE PERMISSION OF THE PROPERTY OWNER MUST FIRST BE OBTAINED BEFORE COMMENCING SUCH WORK.
- BOX TREES, SHRUBS, AND HEDGES TO REMAIN BEFORE PLACING EARTH AGAINST OR NEAR THEM. SHRUBS AND HEDGES, WHICH MUST BE REMOVED TO PERFORM THE WORK, SHALL BE HEALED IN AND REPLANTED IN AS GOOD A CONDITION AS THEY WERE BEFORE THEIR REMOVAL. ANY DAMAGED TREES, SHRUBS AND/OR HEDGES INTENDED TO REMAIN SHALL BE REPLACED IN SIMILAR SIZE AND SPECIES AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING, BARRICADES, OR OTHER SUITABLE PROTECTION LOCATED OUTSIDE THE DRIP LINE (OUTER PERIMETER OF BRANCHES) TO PROTECT TREES AND OTHER PLANTS INTENDED TO REMAIN FROM DAMAGE.



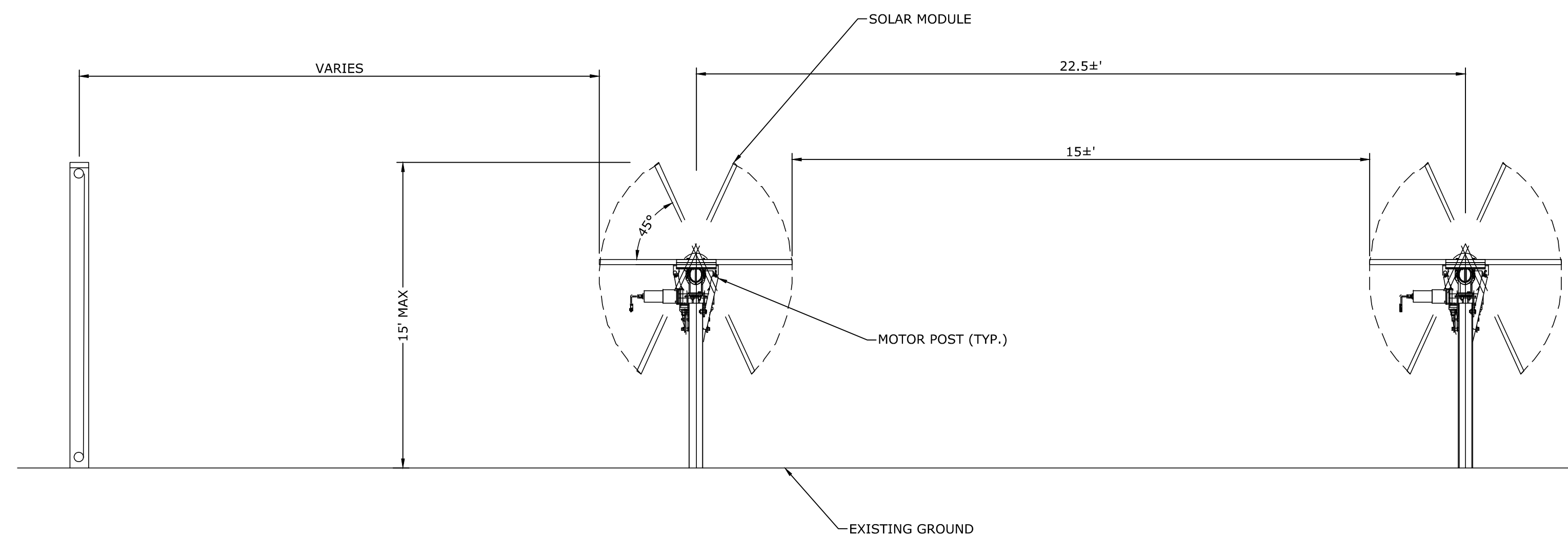
**1 PERIMETER FENCE**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE



**2 DOUBLE PANEL SWING GATE**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE



**3 FENCE CORNER POST**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE



**4 TYPICAL ARRAY SECTION**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE



**5 SIGNAGE DETAIL**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE

<b>PROJECT NAME</b>
PROJECT OWNER
OWNER PHONE NUMBER
UTILITY NAME
UTILITY PHONE NUMBER
PROJECT VOLTAGE
NO TRESPASSING

**NOTES:**

- SIGN TO BE STAINLESS STEEL OR APPROVED EQUIVALENT AND INSTALLED ON APPROPRIATE METAL POSTS.
- SIGN SHALL NOT EXCEED 8 SQUARE FEET.
- SIGN SHALL BE OF WHITE BACKGROUND WITH BLACK OR DARK LETTERING WITH A NEAT LINE BORDER.

**6 PROJECT SIGNAGE**  
 C-501 SCALE: NONE  
 CROSS REFERENCE: NONE

**ISSUED FOR REGULATORY APPROVAL**

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	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		
	8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		

**NOTES FOR PERVIOUS ACCESS ROADS:**

- 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, ETC.).
- LIMITED USE PERVIOUS ACCESS ROAD IS LIMITED TO LOW IMPACT IRREGULAR MAINTENANCE ACCESS ASSOCIATED WITH RENEWABLE ENERGY PROJECTS IN NEW YORK STATE.
- REMOVE STUMPS, ROCKS AND DEBRIS AS NECESSARY. FILL VOIDS TO MATCH EXISTING NATIVE SOILS AND COMPACTION LEVEL.
- REMOVED TOPSOIL MAY BE SPREAD IN ADJACENT AREAS AS DIRECTED BY THE PROJECT ENGINEER. COMPACT TO THE DEGREE OF THE NATIVE INSITU SOIL. DO NOT PLACE IN AN AREA THAT IMPEDES STORMWATER DRAINAGE.
- GRADE ROADWAY, WHERE NECESSARY, TO NATIVE SOIL AND DESIRED ELEVATION. MINOR GRADING FOR CROSS SLOPE CUT AND FILL MAY BE REQUIRED.
- REMOVE REFUSE SOILS AS DIRECTED BY THE PROJECT ENGINEER. DO NOT PLACE IN AN AREA THAT IMPEDES STORMWATER DRAINAGE.
- ROADWAY WIDTH TO BE DETERMINED BY CLIENT.
- THE LIMITED USE PERVIOUS ACCESS ROAD CROSS SLOPE SHALL BE 2% IN MOST CASES AND SHOULD NOT EXCEED 6%. THE LONGITUDINAL SLOPE OF THE ACCESS DRIVE SHOULD NOT EXCEED 15%.
- LIMITED USE PERVIOUS ACCESS ROAD IS NOT INTENDED TO BE UTILIZED FOR CONSTRUCTION WHICH MAY SUBJECT THE ACCESS TO SEDIMENT TRACKING. THE PERVIOUS ACCESS ROAD SHALL BE PROTECTED DURING CONSTRUCTION BY PLACING A GEOTEXTILE (MIRAFI 140N OR APPROVED EQUIVALENT) ON THE SURFACE OF THE PERVIOUS ROAD FOLLOWED BY 3'-4" OF GRAVEL OR NYSDOT CRUSHER RUN.
- 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, A STANDARD NEW YORK STATE STABILIZED CONSTRUCTION ACCESS SHALL BE CONSTRUCTED 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.
- 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.
- PROJECTS SHOULD AVOID INSTALLATION OF THE LIMITED USE PERVIOUS ACCESS ROAD IN POORLY DRAINED AREAS, HOWEVER IF NO ALTERNATIVE LOCATION IS AVAILABLE, THE PROJECT SHALL UTILIZE WOVEN GEOTEXTILE MATERIAL AS DETAILED IN FOLLOWING NOTES.
- A HYDROLOGIC ANALYSIS OF THE ARRAY SITE HAS BEEN PERFORMED AND THE RESULTS SHOW THAT THE HYDROLOGY HAS NOT BEEN ALTERED FROM THE PRE- TO POST-DEVELOPMENT CONDITIONS AS DEFINED IN APPENDIX A OF GP-0-20-001. THE SUPPORTING CALCULATIONS FOR THIS ANALYSIS ARE INCLUDED IN THE SEPARATELY BOUND SWPPP PREPARED FOR THIS PROJECT.
- AT THE COMPLETION OF ARRAY INSTALLATION THE UPPER 3"-4" OF GRAVEL WEARING SURFACE SHALL BE REMOVED ALONG WITH THE MIRAFI 140N EXPOSING THE PROTECTED PERVIOUS ROAD SECTION

**GEOGRID MATERIAL NOTES:**

- THE GEOGRID, OR COMPARABLE PRODUCT, IS INTENDED FOR USE FOR ALL CONDITIONS, IN ORDER TO ASSIST IN MATERIAL SEPARATION FROM NATIVE SOILS AND PRESERVE ACCESS LOADS.
- GRAVEL FILL MATERIAL SHALL CONSIST OF 1-4" CLEAN, DURABLE, SHARP-ANGLED CRUSHED STONE OF UNIFORM QUALITY, MEETING THE SPECIFICATIONS OF NYSDOT ITEM 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.
- GEOGRID SHALL BE MIRAFI BXG110 OR APPROVED EQUAL. GEOGRID SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
- IF MORE THAN ONE ROLL WIDTH IS REQUIRED, ROLLS SHOULD OVERLAP A MINIMUM OF SIX INCHES.
- REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER TYING AND CONNECTIONS.
- LIMITED USE PERVIOUS ACCESS ROAD SHALL BE TOP DRESSED AS REQUIRED WITH ONLY 1-4" CRUSHED STONE MEETING NYSDOT ITEM 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

**GEOWEB MATERIAL NOTES:**

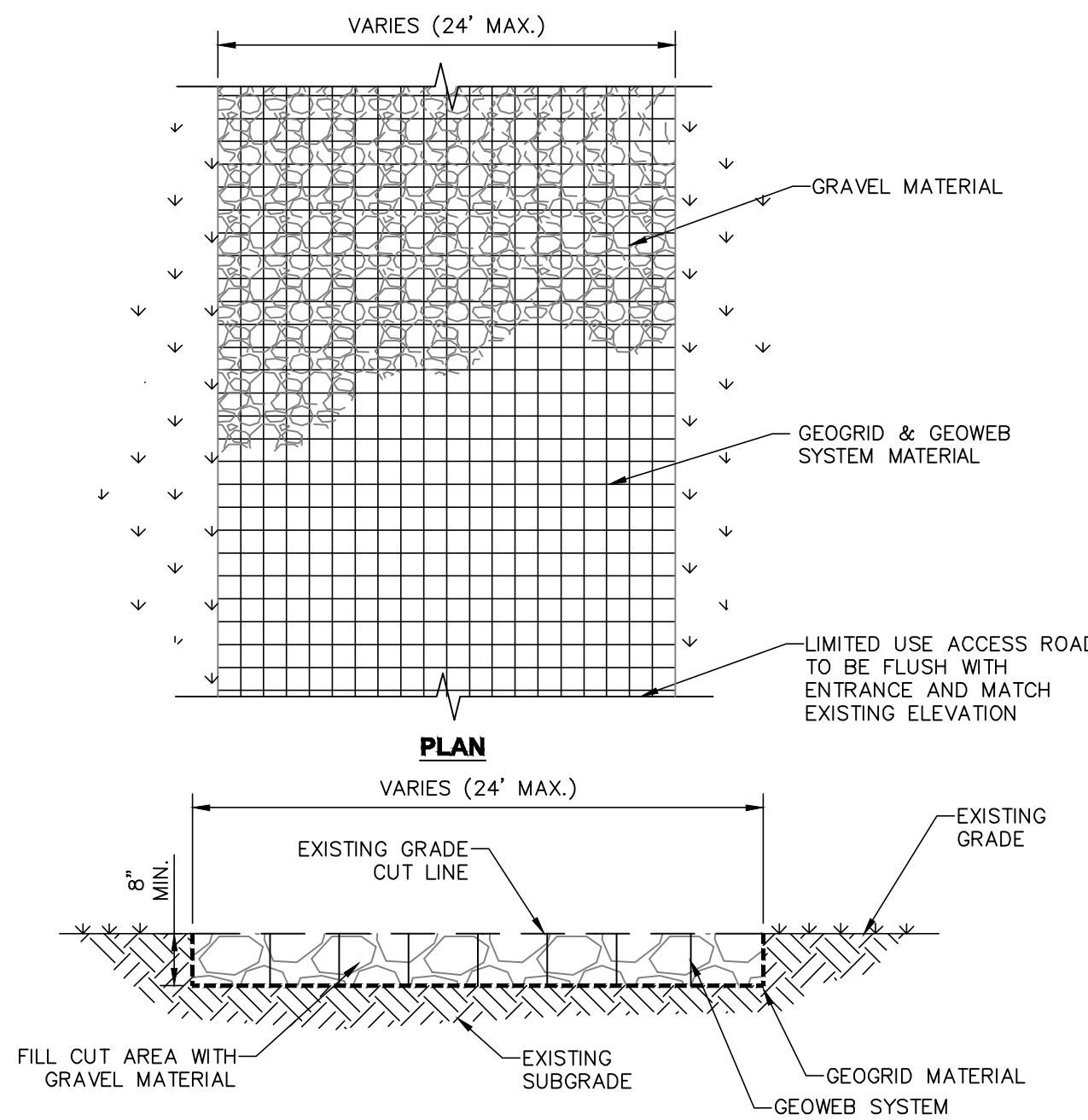
- THE GEOWEB PRODUCT IS INTENDED TO LIMIT SHIFTING STONE MATERIAL DURING USE.
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- WHERE REQUIRED, A NATIVE SOIL WEDGE SHALL BE PLACED TO ACCOMMODATE ROAD CROSS SLOPE OF 2%. NATIVE SOIL SHALL BE COMPACTED TO MATCH EXISTING SOIL CONDITIONS.
- GRAVEL FILL MATERIAL SHALL CONSIST OF 1-4" CLEAN, DURABLE, SHARP-ANGLED CRUSHED STONE OF UNIFORM QUALITY, MEETING THE SPECIFICATIONS OF NYSDOT ITEM 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.
- GEOWEB SYSTEM SHALL BE PRESTO GEOSYSTEM GEOWEB OR APPROVED EQUAL. GEOWEB SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
- LIMITED USE PERVIOUS ACCESS ROAD SHALL BE TOP DRESSED AS REQUIRED WITH ONLY 1-4" CRUSHED STONE, SIZE 3A, MEETING NYSDOT ITEM 703-02 SPECIFICATIONS.
- THE TOP EDGES OF ADJACENT CELL WALLS SHALL BE FLUSH WHEN CONNECTING. ALIGN THE I-SLOTS FOR INTERLEAF AND END TO END CONNECTIONS. THE GEOWEB PANELS SHALL BE CONNECTED WITH ATRA KEYS AT EACH INTERLEAF AND END TO END CONNECTIONS. REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER INSTALLATION, TYING AND CONNECTIONS.

**BASIS OF DESIGN:** PRESTO GEOSYSTEMS GEOWEB; 670 NORTH PERKINS STREET, APPLETON, WI; 800-548-3424 OR 920-738-1222; INFO@PRESTOGEO.COM; WWW.PRESTOGEO.COM

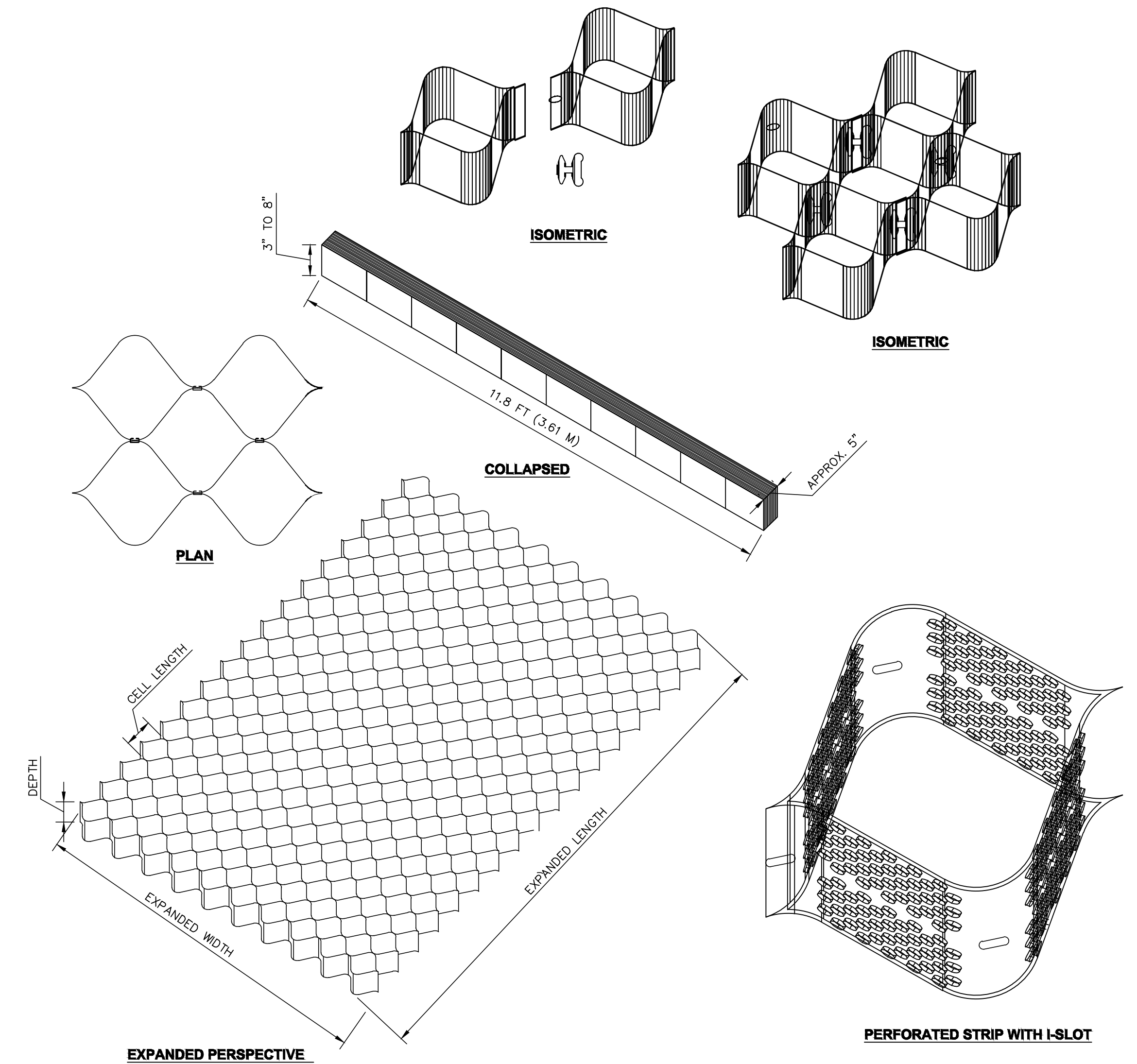
**WOVEN GEOTEXTILE MATERIAL NOTES:**

- 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.
- THE CONCERN FOR 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 160N; 365 SOUTH HOLLAND DRIVE, PENDERGRASS, GA; 800-685-9990 OR 706-693-2226; WWW.MIRAFI.COM



**A LIMITED USE PERVIOUS ACCESS ROAD - 0% TO 10% SLOPES**  
SCALE: N.T.S.



**B GEOWEB SYSTEM**  
SCALE: N.T.S.

**1 ACCESS ROAD SECTION - TYP.**  
SCALE: NONE  
CROSS REFERENCE: NONE

**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538		DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.	SITE DETAILS	
		6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	© 2023 C.T. MALE ASSOCIATES DESIGNED: MLS DRAFTED: MLS/SMW CHECKED: MLS PROJ. NO: 23.3168 SCALE: AS NOTED DATE: MAY 4, 2023	<b>CHATEAUGAY COMMUNITY SOLAR PROJECT</b> <b>NY USLE CHASM RD I LLC</b>	
		8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS			
								<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 GLENS FALLS, NY • ROUGHKEEPSIE, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY www.ctmale.com	
								<b>C-502</b> SHEET 08 OF 13 DWG. NO: 23-0296	

**SEEDING AND MULCHING NOTES:**

- TEMPORARY STABILIZATION MEASURES SHALL START AS SOON AS PRACTICAL ON PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT NOT MORE THAN (7) DAYS AFTER WORK HAS CEASED. ACCEPTABLE TEMPORARY STABILIZATION MEASURES INCLUDE, BUT MAY NOT BE LIMITED TO SEEDING, MULCH, STRAW, EROSION CONTROL BLANKETS, SOIL STABILIZING EMULSION PRODUCTS, OR SOME FUNCTIONALLY EQUIVALENT MEASURE. TEMPORARY SEEDING SHALL BE ANNUAL RYE GRASS, APPLIED AT A RATE OF 30 LBS./ACRE.
- TEMPORARY EROSION CONTROL PROTECTION BY MULCHING SHALL BE CARRIED OUT WITHIN (7) DAYS OF THE FILL GRADE BEING FINALIZED TO AVOID POSSIBLE CONTAMINATION OF PONDS, STREAMS, OR OTHER WATERCOURSES. PLACEMENT OF JUTE MESH OR EROSION CONTROL BLANKETS OVER THE MULCH IS RECOMMENDED TO PROVIDE POSITIVE "TACKING" OF THE MULCH AND INCREASED PROTECTION AGAINST EROSION.
- PERMANENT SEEDING AND MULCH SHALL BE APPLIED AS SOON AS THE DISTURBED AREAS HAVE ACHIEVED FINAL GRADE. IF THE SPECIFIED SEEDING DATES ARE MISSED, MULCH SHALL BE APPLIED TO THE SLOPE AND SEED SHALL BE APPLIED TO THE TOP OF THE MULCH IN THE NEXT SEEDING SEASON AFTER RECONDITIONING THE TOPSOIL. WHEN THE FINAL GRADE CANNOT BE OBTAINED IN (7) DAYS, MULCH SHALL BE APPLIED FOR PURPOSES OF TEMPORARY EROSION CONTROL.
- EROSION CONTROL BLANKETS OR SOIL STABILIZING EMULSION PRODUCTS SERVE AS A TEMPORARY EROSION CONTROL MEASURE ON ALL SLOPES STEEPER THAN OR EQUAL 1V:3H AND AS INDICATED ON THE PLANS.
- THE UNDERLYING SOIL IN AREAS THAT WILL BE PERMANENTLY PERVIOUS (LAWN, GRASS AND LANDSCAPED AREAS) SHALL BE RESTORED IN ACCORDANCE WITH THE MEASURES IDENTIFIED IN THE JANUARY 2015, NYSDEC STORM WATER MANAGEMENT DESIGN MANUAL, SECTION 5.1.6 "SOIL RESTORATION".
- SEEDBED SHALL BE PREPARED BY LOOSENING THE TOPSOIL TO A DEPTH OF 4 TO 6 INCHES, AND LIMING TO A PH OF 6.5. FERTILIZER SHALL BE APPLIED IF NECESSARY.
- MULCH OVER PREEMINENT SEED AREAS SHALL CONSIST OF SMALL GRAIN STRAW APPLIED AT A RATE OF 2 TONS PER ACRE AND ANCHORED WITH WOOD FIBER HYDROMULCH APPLIED AT A RATE OF 500 TO 750 POUNDS PER ACRE. THE WOOD FIBER MULCH SHALL BE APPLIED THROUGH A HYDROSEEDER IMMEDIATELY AFTER SEEDING.
- SEED MIXTURE:
  - LOW GROWING WILDFLOWER AND GRASS MIX - ERNM#156 OR APPROVED EQUAL.
  - AS PER SEED MIX DETAIL,

**TEMPORARY SEEDING AND MULCHING NOTES:**

- TEMPORARY STABILIZATION MEASURES SHALL START AS SOON AS PRACTICAL ON PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT NOT MORE THAN (7) DAYS AFTER WORK HAS CEASED. ACCEPTABLE TEMPORARY STABILIZATION MEASURES INCLUDE, BUT MAY NOT BE LIMITED TO SEEDING MULCH, STRAW, EROSION CONTROL BLANKETS, SOIL STABILIZING EMULSION PRODUCTS, OR SOME FUNCTIONALLY EQUIVALENT MEASURE. TEMPORARY SEEDING SHALL BE ANNUAL RYE GRASS, APPLIED AT A RATE OF 30 LBS./ACRE.
- AREAS TO RECEIVE TEMPORARY SEEDING AND MULCHING SHALL RECEIVE BOTH GRASS SEED AND MULCH, AS DESCRIBED BELOW.
- SEED MIX TO BE LOW GROWING WILDFLOWER AND GRASS MIX - ERNM#156 OR APPROVED EQUAL.
- MULCH SHALL CONSIST OF STRAW APPLIED AT A RATE OF 2 TONS PER ACRE OR WOOD CHIPS (MIN. 3" DEEP). (A WOOD FIBER HYDROMULCH OR OTHER APPROVED SPRAYABLE PRODUCT MAY BE SUBSTITUTED, IF APPLIED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.)
- A JUTE MESH SHALL BE PLACED OVER THE MULCH IN AREAS WHERE WIND OR WATER EROSION PREVENTS ESTABLISHMENT OF GRASS COVER.

**SILT FENCE/COMPOST FILTER SOCK (CFS) NOTES:**

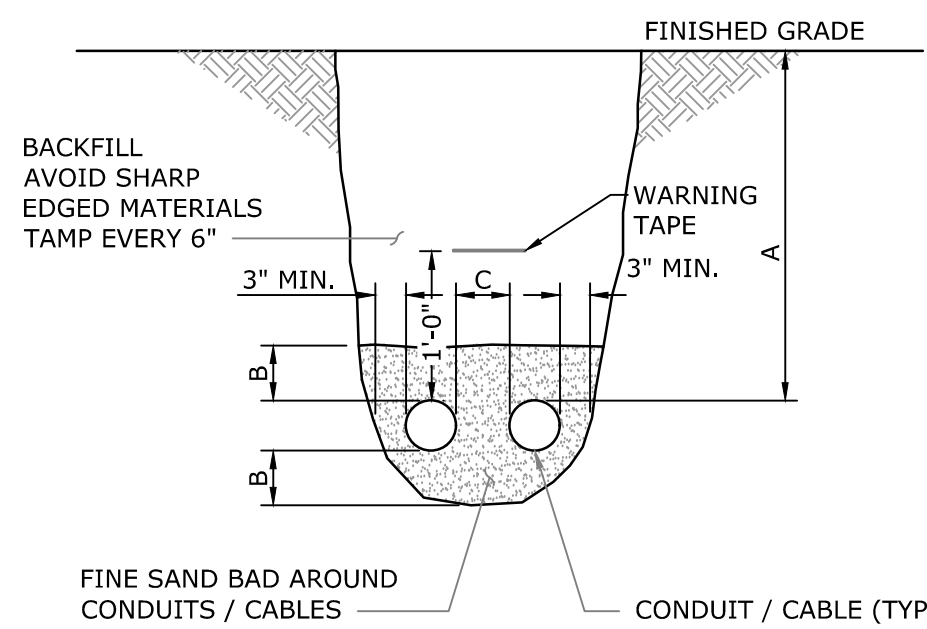
- SILT FENCE OR CFS SHALL BE PLACED ON THE DOWNSLOPE SIDE OF DISTURBED AREAS AND AROUND THE PERIMETER OF SOIL STOCKPILES.
- COMPOST FILTER SOCK SHALL BE PLACED AROUND THE BOUNDARY OF WETLANDS ADJACENT TO THE WORK AREA, AND AT THE EDGE OF WETLANDS AFTER CONSTRUCTION IS COMPLETED.
- SILT FENCE SHALL BE REPAIRED OR REPLACED WHEN THE ENDS ARE FRAYED OR WORN, AND WHEN THE FENCE IS NOT ANCHORED 6" INTO THE GROUND. WHEN THE ACCUMULATED SEDIMENT REACHES 30% OF THE SILT FENCE HEIGHT, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROPRIATE UPLAND AREA.
- COMPOST FILTER SOCK SHALL BE REPLACED WHEN TORN/HOLES HAVE FORMED. SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE HEIGHT OF THE SOCK. COMPOST FILTER SOCK SHALL BE FILLED WITH APPROPRIATE MATERIAL (NO WOODCHIPS), PER THE NYSDEC "BLUEBOOK".

**DUST CONTROL NOTES:**

- DUST SHALL BE CONTROLLED ON THIS PROJECT BY USE OF A WATER TRUCK.
- THE QUALIFIED INSPECTOR WILL DETERMINE THE FREQUENCY OF WATER APPLICATION IN ORDER TO CONTROL DUST.
- CHEMICALS OR OTHER METHODS OF DUST CONTROL ARE PROHIBITED TO BE USED ON THIS PROJECT, UNLESS APPROVED BY THE NYSDEC REGIONAL OFFICE.

**STABILIZED CONSTRUCTION ACCESS NOTES:**

- STABILIZED CONSTRUCTION ACCESS SHALL BE INSTALLED WHERE NECESSARY TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ROADWAYS.
- PERMANENT TRAFFIC CORRIDORS SHALL BE ESTABLISHED AND "ROUTES OF CONVENIENCE" SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL NOT CROSS STREAMS OR DITCHES EXCEPT AT SUITABLE CROSSING FACILITIES, AND SHALL NOT OPERATE UNNECESSARILY WITHIN WATERWAYS OR DRAINAGE DITCHES.
- IF INTERNAL CONSTRUCTION ROADS ARE DETERMINED TO BE A SOURCE OF SEDIMENT-LADEN RUNOFF TO SENSITIVE AREAS, THEY SHALL BE STABILIZED AS SOON AS PRACTICABLE.



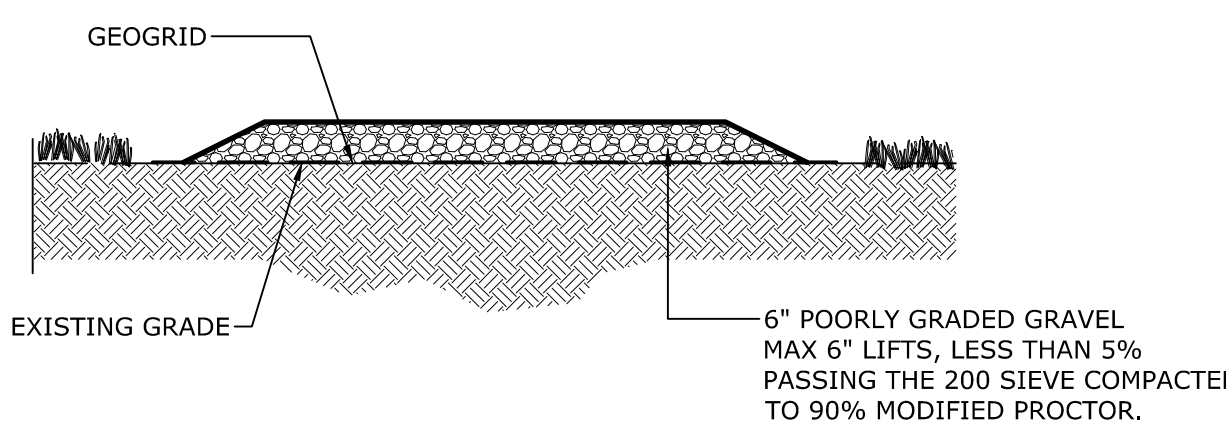
MINIMUM DIMENSIONS			
SERVICE TYPE	A	B	C
≤ 1,000 VOLTS	48"	3"	6"
> 1,000 VOLTS	48"	6"	6"
≤ 1,000 VOLTS DIRECT BURIAL	48"	6"	6"

**NOTES:**

- PURSUANT TO LOCAL LAW NO. 3 OF 2018 ("SOLAR ENERGY LAW") UNDER §7.C.VII.1 "ALL ON-SITE UTILITY LINES SHALL BE PLACED 48 INCHES UNDERGROUND TO THE EXTENT FEASIBLE AND AS PERMITTED BY THE SERVING UTILITY, WITH THE EXCEPTION OF THE MAIN SERVICE AT THE UTILITY COMPANY RIGHT-OF-WAY AND ANY NEW INTERCONNECTION EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY POLES, WITH NEW EASEMENTS AND RIGHT-OF-WAY."
- ALL UNDERGROUND CONDUIT SHALL BE PVC. CONDUIT SHALL TRANSITION TO RGS FOR ELBOW AND STUB-UPS AND STAY AS RGS UP INTO CABINET OR ENCLOSURE.
- UNDER ROADS AND PARKING AREAS CONDUIT SHALL BE SCHEDULE 80 PVC, UNDER GRASSY AREAS CONDUIT SHALL BE SCHEDULE 40 PVC.
- CALL BEFORE YOU DIG, DIAL 811 TO BE CONNECTED TO THE LOCAL ON-CALL CENTER. YOU MUST CALL AT LEAST 48 HOURS BEFORE EXCAVATING.
- REFER TO ELECTRICAL DESIGN PLANS FOR DETAILS OF THIS INSTALLATION.
- MAINTAIN 3' SEPARATION DISTANCE FROM OTHER UTILITIES.

**1 TYPICAL CONDUIT TRENCH SECTION**

SCALE: NONE  
CROSS REFERENCE: NONE



**NOTES:**

- PLACED ON EXISTING UNDISTURBED GRADE. SOIL DISTURBANCE SHALL BE LIMITED TO THE AREAS INDICATED ON THE SITE PLAN.
- GRASS AND VEGETATION SHALL BE MOWED TO MAXIMUM HEIGHT OF 1" PRIOR TO PLACING GEOGRID.
- UPON COMPLETION OF CONSTRUCTION ACTIVITY APPLY 3" THICKNESS OF TOPSOIL ON POORLY GRADED GRAVEL WHERE SHOWN AND APPLY GRASS SEED

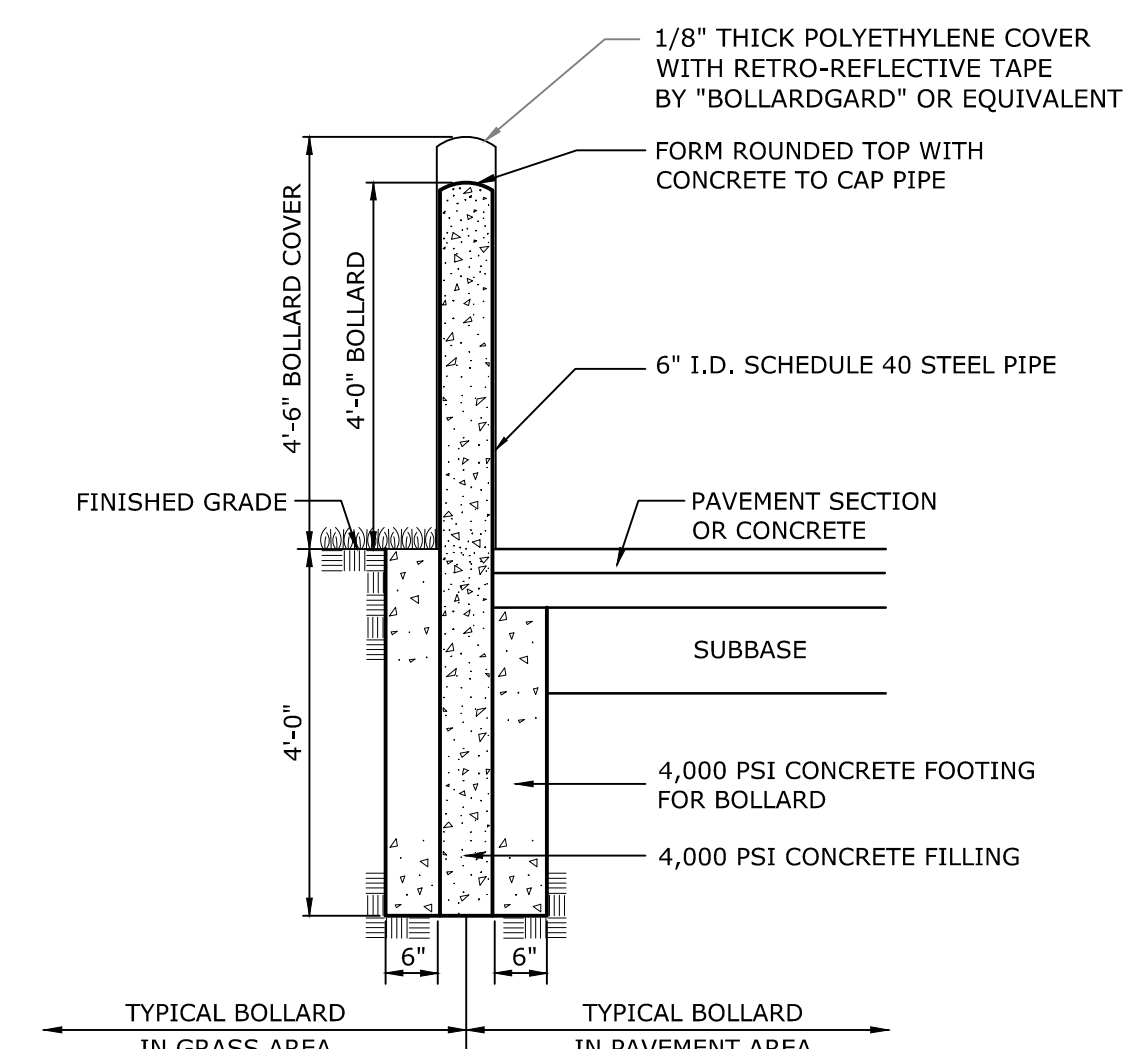
**3 TEMPORARY STAGING AREA**

SCALE: NONE  
CROSS REFERENCE: NONE

NORTHEAST SOLAR POLLINATOR 4' MIX		
GRASSES & GRASS-LIKE SPECIES MIX - ERNM#611 (OR APPROVED EQUAL)		
SEEDING RATE: 15 LB PER ACRE BROADCAST OR 10 LB PER ACRE DRILLED WITH A COVER CROP OF GRAIN RYE AT 30 LB PER ACRE		
	COMMON NAME	% OF MIX
	BOUPELLOUA CURTIPENDULA, BUTTE	SIDEOTS GRAMA, BUTTE 35%
	SCHIZACHYRIUM SCOPARIUM, 'CAMPER'	LITTLE BLUESTEM, 'CAMPER' 35%
	AGROSTIS PERENNANS, ALBANY PINE BUSH-NY ECOTYPE	AUTUMN BENTGRASS, ALBANY PINE BUSH-NY ECOTYPE 10%
	ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED 4%
	CHAMAECRISTA FASCICULATA, PA ECOTYPE	PARTRIDGE PEA, PA ECOTYPE 4%
	COREOPSIS LANCEOLATA	LANCELEAF COREOPSIS 4%
	RUBECKIA HIRTA	BLACKKEYED SUSAN 4%
	PHYCANTHEMUM TENUIFOLIUM	NARROWLEAF MOUNTAINMINT 0.9%
	ASTER OBLONGIFOLIUS, PA ECOTYPE	AROMATIC ASTER, PA ECOTYPE 0.7%
	ASTER PRENANTHOIDES, PA ECOTYPE	ZIGZAG ASTER, PA ECOTYPE 0.5%
	PENSTEMON DIGITALIS	TALL WHITE BEARDTONGUE 0.5%
	TRADESCANTIA OHIENSIS, PA ECOTYPE	OHIO SPIDERWORT, PA ECOTYPE 0.5%
	ZIZIA AUREA	GOLDEN ALEXANDERS 0.5%
	OENOTHERA FRUTICOSA VAR FRUTICOSA	SUNDROPS 0.3%
	SOLIDAGO NEMORALIS, PA ECOTYPE	GRAY GOLDENROD, PA ECOTYPE 0.1%
COMPANY INFORMATION		
ERNST CONSERVATION SEEDS, INC.		
ADDRESS: 8884 MERCER PIKE, MEADVILLE, PA 16335		
PHONE: (800) 873-3321		
WEB: HTTP://WWW.ERNSTSEED.COM		

**2 SEED MIXTURES DETAIL**

SCALE: NTS  
CROSS REFERENCE: NONE



**NOTE:**

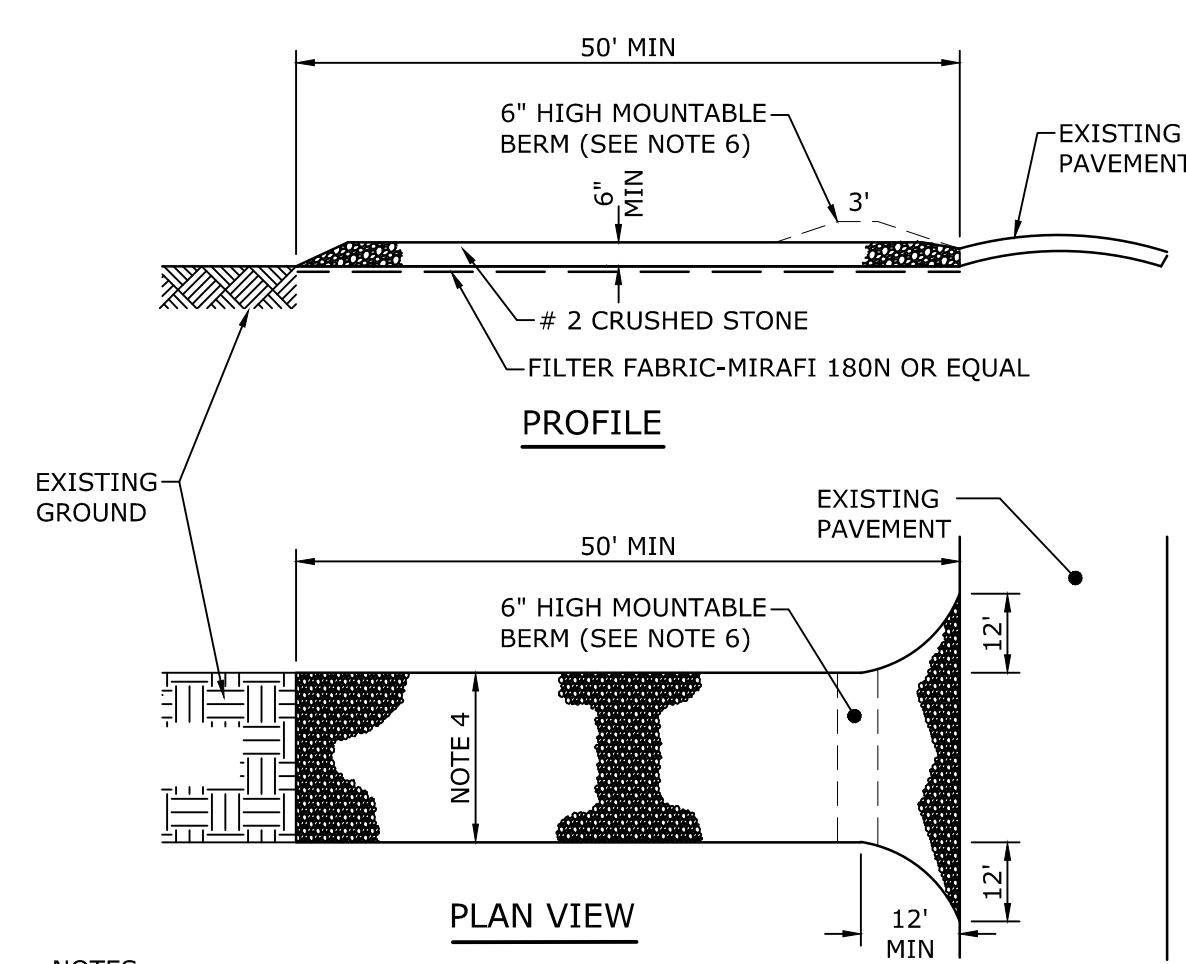
- SEE SITE AND ELECTRICAL PLANS FOR BOLLARD LOCATIONS.
- BOLLARDS SHALL BE SPACED NOT MORE THAN 4-FEET O.C.
- LOCATION SHALL BE NOT LESS THAN 3-FEET FROM THE OBJECT BEING PROTECTED IN ACCORDANCE WITH FC-NYS PART 312.2.
- COLOR TO BE SELECTED BY OWNER'S REPRESENTATIVE.

**4 STEEL AND CONCRETE BOLLARD**

SCALE: NONE  
CROSS REFERENCE: NONE

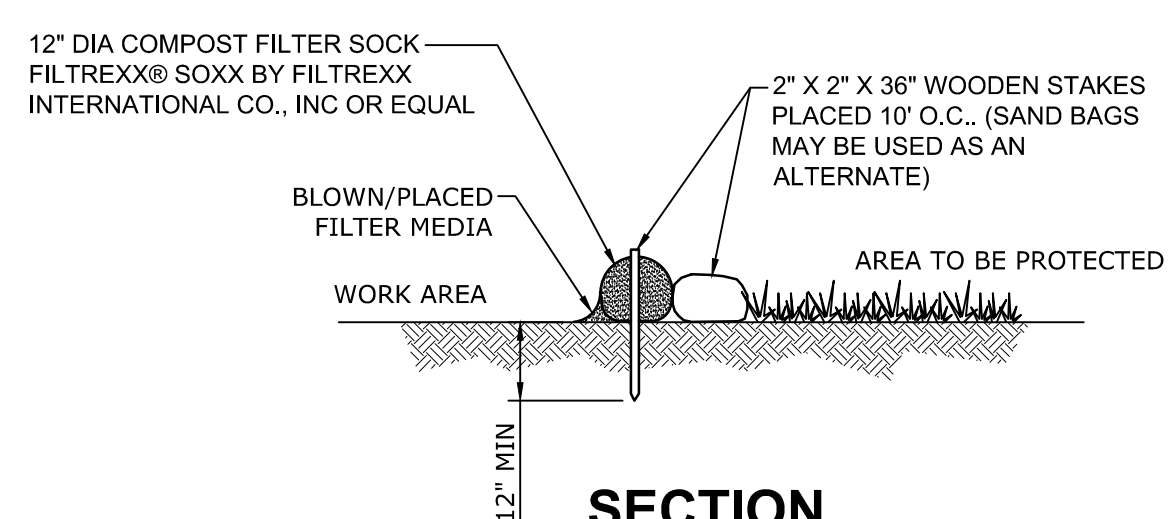
**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.  © 2023 C.T. MALE ASSOCIATES	<b>SITE, EROSION, &amp; SEDIMENT CONTROL DETAILS</b>
	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		
	8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	DESIGNED: MLS	TOWN OF CHATEAUGAY <b>FRANKLIN COUNTY, NEW YORK</b>
						DRAFTED : MLS/SMW	
						CHECKED : MLS	<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.796.7400 GLENS FALLS, NY • Poughkeepsie, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY www.ctmale.com
						PROJ. NO : 23.3168	
						SCALE : AS NOTED	<b>C-503</b> SHEET 09 OF 13 DWG. NO: 23-0296
						DATE : MAY 4, 2023	

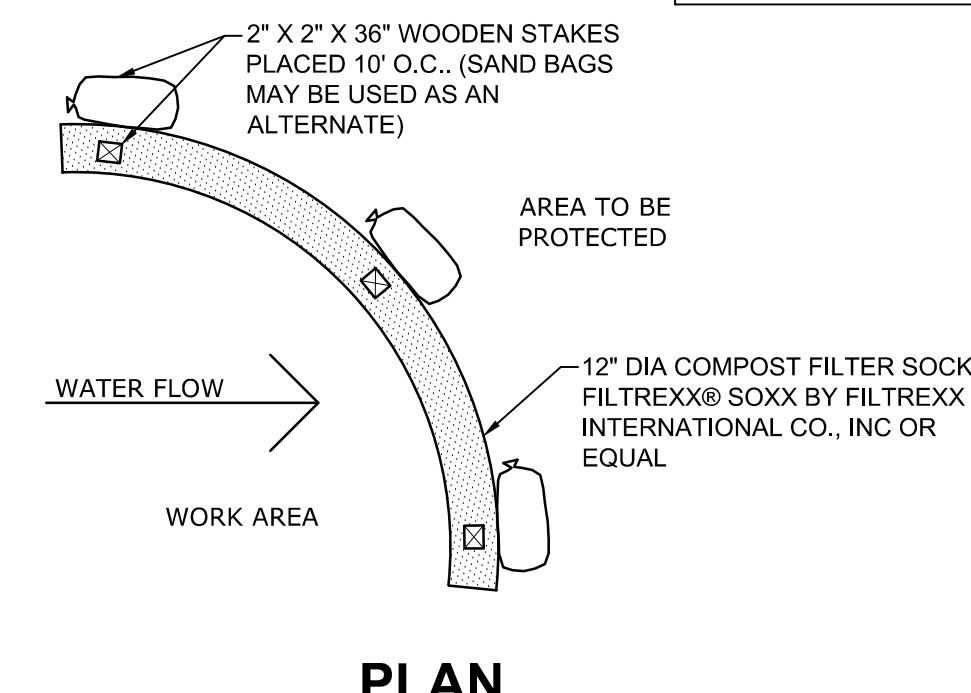


- NOTES:**
- USE NYS DOT #2 STONE, RECLAIMED, OR RECYCLED CONCRETE OR APPROVED EQUAL.
  - THE LENGTH SHALL NOT BE LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
  - CRUSHED STONE SHALL BE MAINTAINED AT A MINIMUM OF 6" IN DEPTH.
  - ENTRANCE SHALL HAVE A 12 FOOT MINIMUM WIDTH, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. ENTRANCE SHALL BE AT LEAST 24 FEET WIDE IF SINGLE ENTRANCE TO SITE.
  - GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO THE PLACING OF STONE.
  - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS NOT PRACTICAL, A MOUNTABLE BERM WITH 1:5 SLOPES WILL BE PERMITTED.
  - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY.
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
  - PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

**1 STABILIZED CONSTRUCTION ENTRANCE DETAIL**  
SCALE: NONE  
CROSS REFERENCE: NONE

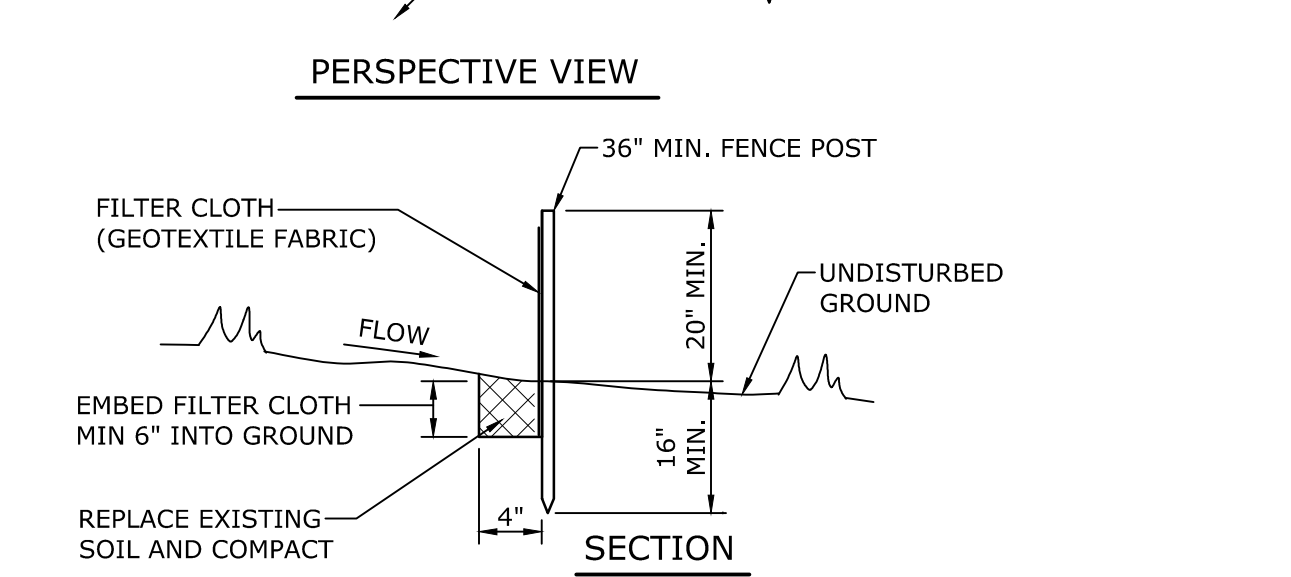
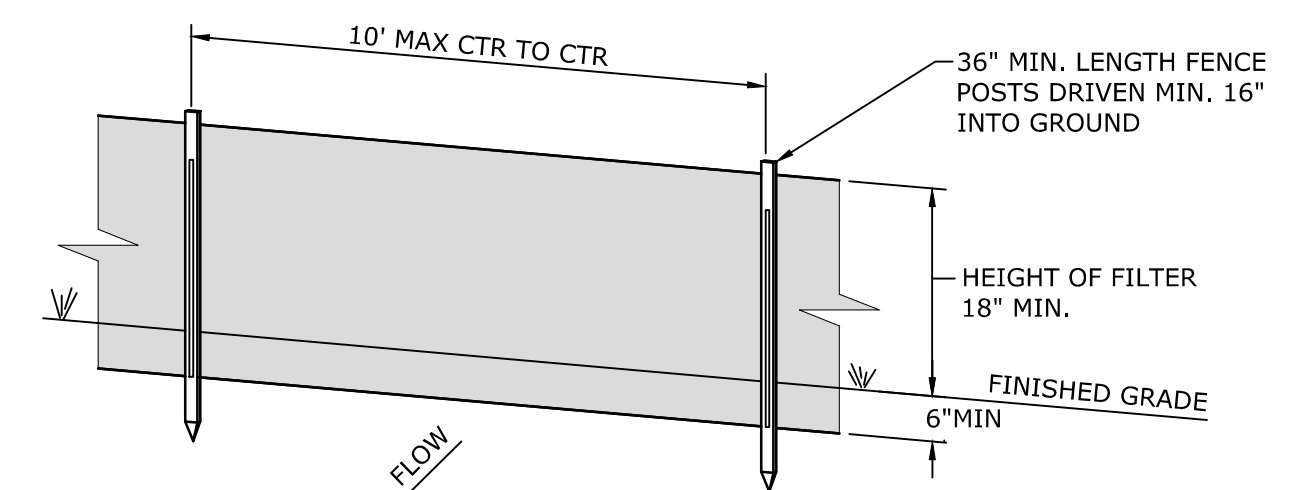


COMPOST FILTER SOCK MAY BE USED IN AREAS OF ROCK WHERE INSTALLATION OF SILT FENCE IS IMPRACTICAL.



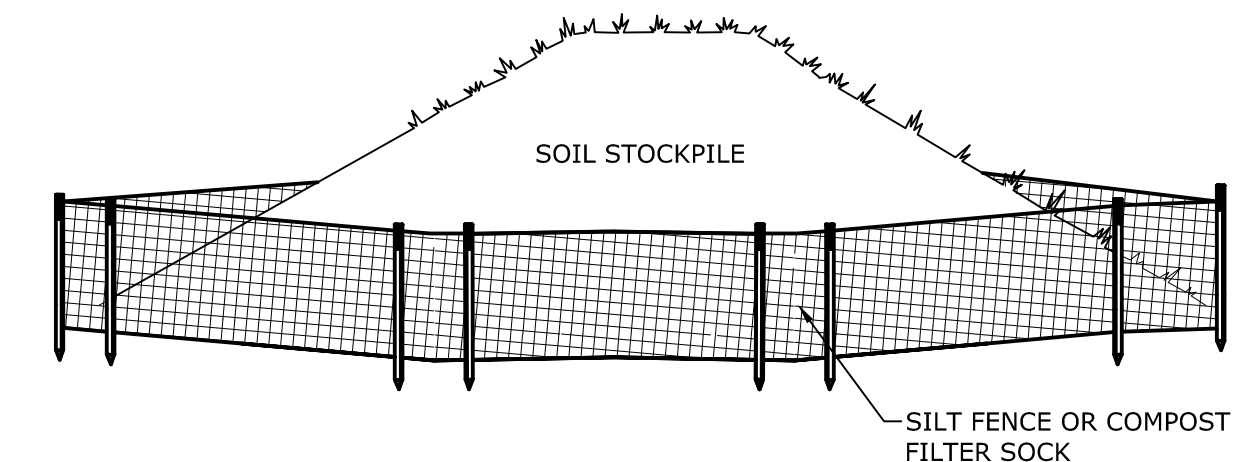
- NOTE:**
- FILL COMPOST FILTER SOCK WITH FILTER MEDIA APPROVED BY NYSDEC FOR THIS APPLICATION.
  - WHEN USING COMPOST FILTER SOCKS ADJACENT TO SURFACE WATER, THE COMPOST SHOULD HAVE A LOW NUTRIENT VALUE.

**2 COMPOST FILTER SOCK**  
SCALE: NTS  
CROSS REFERENCE: NONE



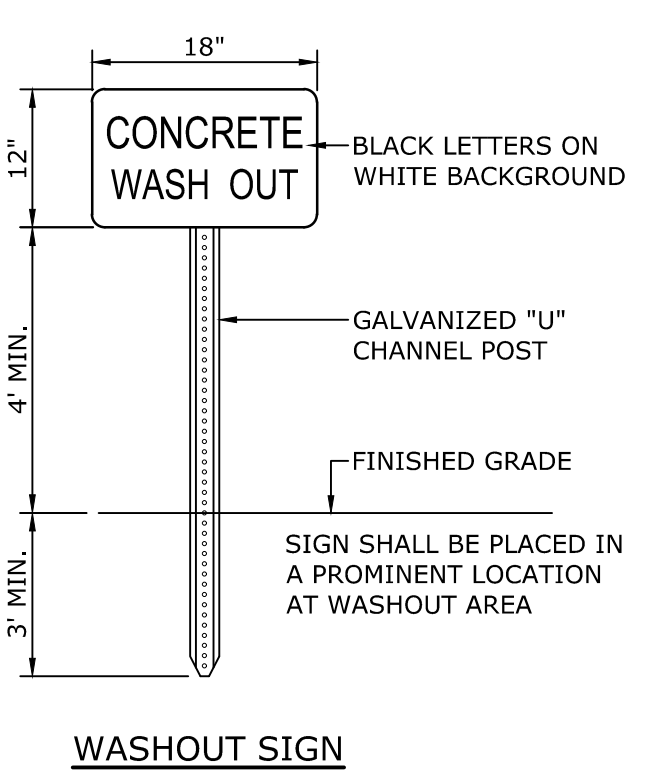
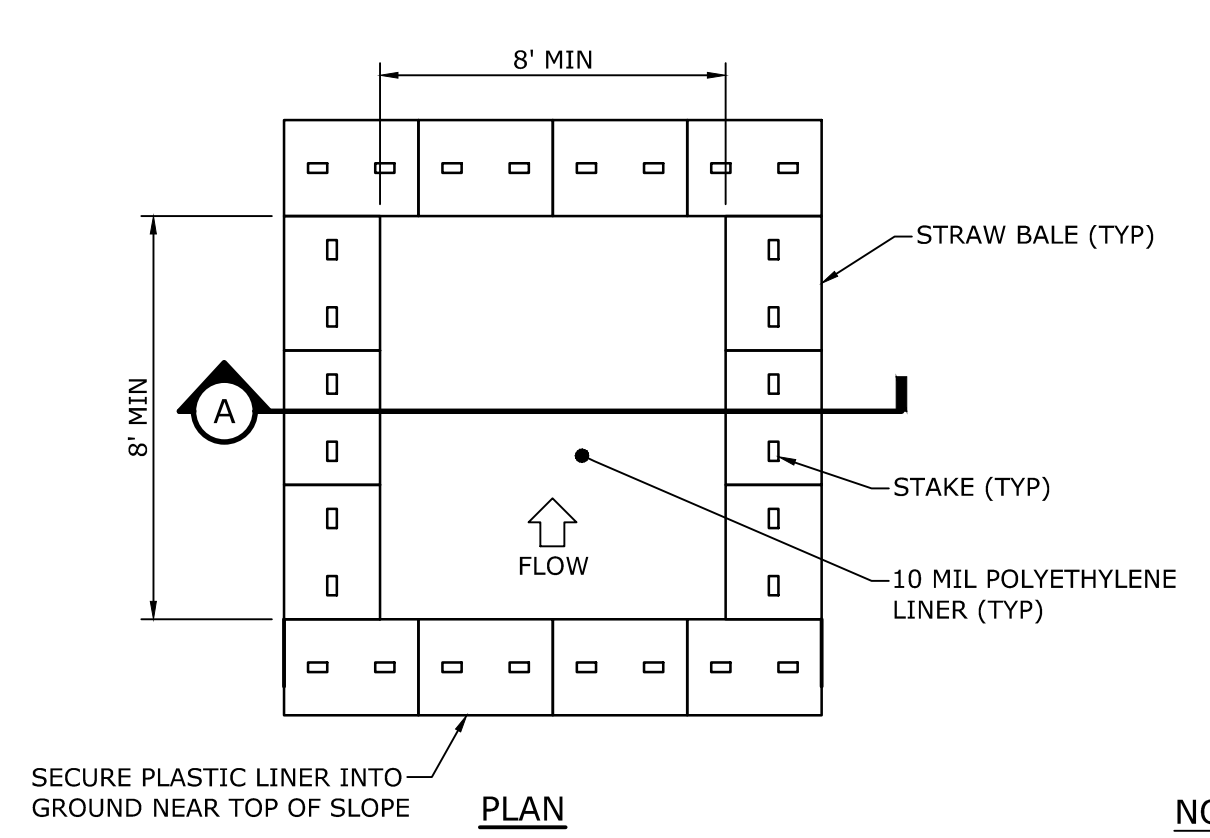
- NOTES:**
- POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
  - FILTER CLOTH SHALL BE FASTENED SECURELY TO POSTS.
  - WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6", FOLDED AND STAPLED.
  - FILTER CLOTH SHALL BE MIRAFI 100X OR APPROVED EQUAL.
  - MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE. WHEN THE ACCUMULATED SEDIMENT REACHES 30% OF THE SILT FENCE HEIGHT, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROPRIATE UPLAND AREA.
  - PREFABRICATED UNITS SHALL BE MIRAFI SILT FENCE, MIRAFI ENVIROFENCE OR APPROVED EQUIVALENT.

**3 STANDARD SILT FENCE**  
SCALE: NONE  
CROSS REFERENCE: NONE



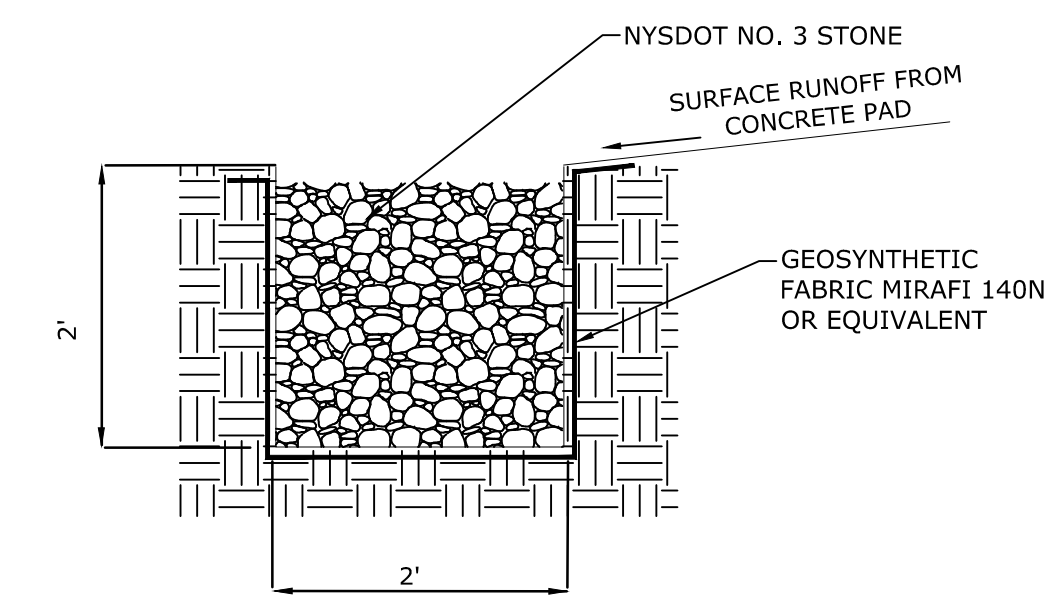
- TOPSOIL AND FILL THAT IS ANTICIPATED TO REMAIN STOCKPILED ON-SITE FOR PERIODS GREATER THAN 30 DAYS SHALL BE STABILIZED USING VEGETATION, GEOTEXTILE OR PLASTIC COVERS. THIS CAN BE AIDED BY ORIENTING THE STOCKPILE LENGTHWISE INTO PREVAILING WINDS. IN NO CASE SHALL ERODIBLE MATERIALS BE STOCKPILED WITHIN 25 FT OF ANY DITCH, STREAM, OR OTHER SURFACE WATERBODY.
- SOIL STOCKPILES MUST BE PROTECTED BY THE USE OF ESTABLISHED VEGETATION, ANCHORED STRAW MULCH, ROLLED STABILIZATION MATTING, OR OTHER DURABLE COVERING. AN APPROVED BARRIER (I.E., SILT FENCE, COMPOST FILTER SOCKS, ETC.) MUST BE INSTALLED AT LEAST 15 FEET FROM THE TOE OF THE STOCKPILE TO PREVENT SOIL MIGRATION AND TO CAPTURE LOOSE SOIL.
- SILT FENCE SHALL BE INSTALLED AROUND ALL STOCKPILES OF FILL, TOPSOIL AND EXCAVATED OVERBURDEN THAT ARE TO REMAIN EXPOSED FOR PERIODS LESS THAN 30 DAYS. SILT FENCE SHALL BE ANCHORED AND MAINTAINED IN GOOD CONDITION UNTIL SUCH TIME AS SAID STOCKPILES ARE REMOVED AND STOCKPILING AREAS ARE BROUGHT TO FINAL GRADE AND PERMANENTLY STABILIZED. COMPOST FILTER SOCK MAY BE SUBSTITUTED FOR SILT FENCE.
- TEMPORARY STABILIZATION MEASURES SHALL START AS SOON AS PRACTICAL ON PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT NOT MORE THAN 7 DAYS AFTER WORK HAS CEASED.

**4 SOIL STOCKPILE STABILIZATION**  
SCALE: NONE  
CROSS REFERENCE: NONE



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

**5 CONCRETE WASHOUT DETAIL**  
SCALE: NONE  
CROSS REFERENCE: NONE



**6 STONE DIAPHRAGM LEVEL SPREADER**  
SCALE: NONE  
CROSS REFERENCE: NONE

**ISSUED FOR REGULATORY APPROVAL**

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	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	
	8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	

<b>EROSION &amp; SEDIMENT CONTROL DETAILS</b>	
<b>CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC</b>	
TOWN OF CHATEAUGAY	FRANKLIN COUNTY, NEW YORK
<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 GLENS FALLS, NY • ROUGHKEEPSIE, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY www.ctmale.com	
<b>C-504</b>	
SHEET 10 OF 13	
DWG. NO: 23-0296	

**NYS DOT STANDARD WZTC NOTES**

**WORK ZONE TRAFFIC CONTROL REVISIONS:**

PROPOSED REVISIONS TO THE WORK ZONE TRAFFIC CONTROL (WZTC) PLAN OR MODIFICATIONS TO THE 619 STANDARD SHEETS SHALL BE SUBMITTED TO THE ENGINEER FOR THE REVIEW AND APPROVAL BY THE REGIONAL TRAFFIC ENGINEER PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH REVISIONS OR MODIFICATIONS. THE CONTRACTOR SHALL NOT IMPLEMENT THE PROPOSED REVISIONS WITHOUT APPROVAL FROM THE REGIONAL TRAFFIC ENGINEER. WHEN APPLICABLE, NYS DOT WORK ZONE TRAFFIC CONTROL (WZTC) TYPICAL APPLICATIONS SHALL BE USED. TYPICALS CAN BE FOUND AT [HTTPS://WEBAPPS.DOT.NY.GOV/WORK-ZONE-TRAFFIC-CONTROL](https://webapps.dot.ny.gov/work-zone-traffic-control)

**TRAVEL LANE WIDTHS IN WORK ZONES:**

WHERE NOT SHOWN IN THE WZTC PLAN OR OTHERWISE AUTHORIZED BY NYS DOT (OR THE ENGINEER), TRAVEL LANE WIDTHS IN WORK ZONES SHALL BE A MINIMUM OF 11 FT ON FREEWAYS, RAMPS, EXPRESSWAYS AND MULTI-LANE CONVENTIONAL ROADWAYS AND 10 FT ON ALL OTHER CONVENTIONAL ROADWAYS.  
\*(MULTI-LANE ROADWAYS ARE THOSE WITH TWO OR MORE THRU LANES IN ONE OR BOTH DIRECTIONS.)

WORK ZONES SHALL BE RESTRICTED TO ONE SIDE OF THE ROADWAY AT A TIME IN EACH DIRECTION ON DIVIDED ROADWAYS, UNLESS APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL SCHEDULE WORK SO THAT ALL TRAVEL LANES AND RAMPS IN EACH DIRECTION ARE OPEN WHEN THE CONTRACTOR'S OPERATIONS ARE CLOSED OR SUBSTANTIALLY CLOSED DOWN.

DAILY CLOSURES MAY OCCUR OFF OF LONG-TERM CLOSURES AND SHALL BE SUBJECT TO DAILY CLOSURE RESTRICTIONS. WORK ZONES SHALL BE RESTRICTED TO ONE SIDE OF THE ROADWAY AT A TIME ON UNDIVIDED HIGHWAYS.

**FLAGGING OPERATIONS:**

WHEN A PEDESTRIAN APPROACHES A FLAGGER STATION, THE FLAGGER SHALL STOP TRAFFIC AND DIRECT THE PEDESTRIAN TO A SAFE ROUTE THROUGH THE WORK AREA. FLAGGERS SHALL COORDINATE THE FLAGGING OF THE WORK ZONE TO ENSURE PEDESTRIANS CAN SAFELY PROCEED THROUGH THE AREA. IF THERE IS MORE THAN THE OCCASIONAL PEDESTRIAN WITHIN THE PROJECT LIMITS, REFER TO THE SITE SPECIFIC PEDESTRIAN WZTC PLAN.

**NOTIFICATION REQUIREMENTS:**

REGION 3 HAS A WORK ZONE TRAFFIC CONTROL (WZTC) NOTIFICATION POLICY WHICH REQUIRES ENGINEERS/CONTRACTOR TO NOTIFY THE REGIONAL TRANSPORTATION MANAGEMENT CENTER (RTMC) PRIOR TO ALLOWING A CONTRACTOR TO IMPLEMENT WORK ZONE TRAFFIC CONTROL ACTIVITIES WITHIN THE HIGHWAY RIGHT OF WAY. WORK ZONE NOTIFICATION IS REQUIRED FOR THE FOLLOWING:

FREEWAYS AND EXPRESSWAYS: ALL LANE, SHOULDER, ROAD, RAMP OR BRIDGE CLOSURES. (THIS INCLUDES MOBILE OPERATIONS WHICH OCCUPY THE LANE OR SHOULDERS.)

ALL OTHER STATE HIGHWAYS: ALL LANE CLOSURES WHOSE DURATION WILL BE GREATER THAN 2 HOURS AND ALL ROAD/BRIDGE CLOSURES.

THE CONTRACTOR SHALL REPORT PROPOSED WZTC ACTIVITIES NOTED ABOVE TO THE TMC BY NOON OF THE BUSINESS DAY (I.E. MONDAY THROUGH FRIDAY EXCLUDING HOLIDAYS) PRECEDING THE PROPOSED WZTC ACTIVITY. FAILURE TO DO SO WILL RESULT IN DISAPPROVAL TO PERFORM THE UNREPORTED WZTC ACTIVITY UNTIL THE ABOVE NOTIFICATIONS REQUIREMENTS ARE SATISFIED.

NO PLANNED WZTC ACTIVITY SHALL BE IMPLEMENTED WITHOUT FIRST RECEIVING CLEARANCE FROM THE RTMC.

**ACCESS:**

THE CONTRACTOR SHALL ENSURE THAT ACTIVE LANES OF TRAFFIC ON FREEWAYS ARE NOT CROSSED BY PEDESTRIAN WORKERS. FOR ALL OTHER HIGHWAYS, THE CONTRACTOR SHALL ENSURE THAT PEDESTRIAN WORKERS CROSS ACTIVE LANES OF TRAFFIC ONLY AT PROPERLY MARKED OR UNMARKED CROSSWALKS AND/OR DEDICATED PEDESTRIAN WALKWAYS. IT IS REQUIRED THAT THE PROJECT SAFETY AND HEALTH PLAN ADDRESS ACCESS TO EACH WORK AND STAGING AREA.

WHERE IT IS FEASIBLE, VEHICLES AND EQUIPMENT USED FOR THE WORK AND TRANSPORTING OF WORKERS TO/FROM THE WORK SITE SHALL ENTER AND LEAVE THE AREA CLOSED BY CHANNELIZING DEVICES WITHIN THE TERMINATION AREA OF THE TEMPORARY TRAFFIC CONTROL ZONE. WHERE SUCH ACCESS WITHIN THE TERMINATION AREA IS NOT FEASIBLE, OTHER AREAS FOR ENTRY AND EXIT SHALL BE DETERMINED AND INCLUDED IN THE PROJECT SAFETY & HEALTH PLAN, INCLUDING ILLUSTRATED EXAMPLES (TYPICALS) TO CLEARLY SHOW THE TEMPORARY TRAFFIC CONTROL ELEMENTS THAT WILL BE PROVIDED.

**CHANNELIZING DEVICES:**

ALL CHANNELIZING DEVICES SHALL BE PLACED SO AS TO PROVIDE A 2-FOOT LATERAL CLEARANCE TO THE TRAVELED WAY UNLESS OTHERWISE SHOWN ON THE PLANS. WHERE POSSIBLE A LATERAL BUFFER SPACE OF 2 FOOT MINIMUM SHALL BE PROVIDED BETWEEN THE WORKSPACE AND THE CHANNELIZING DEVICES.

CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL BE 40' MAXIMUM FOR POSTED SPEED LIMITS 40 MPH OR GREATER AND 20' MAXIMUM FOR POSTED SPEED LIMITS 35 MPH OR LESS.

STANDARD CONES AND TUBULAR MARKERS SHALL NOT BE USED FOR CHANNELIZATION AND DELINEATION DURING THE HOURS OF DARKNESS, WHICH IS DEFINED AS THE PERIOD BETWEEN SUNSET AND SUNRISE.

**SIGNS**

ALL CONSTRUCTION SIGNS SHALL BE MOUNTED AT A HEIGHT OF 7 FEET ABOVE THE EDGE OF TRAVEL LANE.

SIGNS SHALL NOT ENCRoACH MORE THAN 4" INTO SHOULDERS USED BY PEDESTRIANS OR BICYCLES.

WHERE SHOULDER WIDTHS ARE LIMITED AND SIGNS CANNOT BE ERRECTED BEYOND THE SHOULDER, CONSTRUCTION SIGNS MAY NEED TO BE MOUNTED ON CONCRETE MEDIAN BARRIERS, BRIDGE PARAPETS, ETC.

**MISCELLANEOUS (LOCAL OR PERMIT PROJECTS):**

THE CONTRACTOR SHALL BE AWARE THAT THE WORK ZONE TRAFFIC CONTROL IS A VERY CRITICAL ITEM OF THE PERMIT AND SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 619 "WORK ZONE TRAFFIC CONTROL" OF THE STANDARD SPECIFICATIONS, THE 2009 EDITION OF THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE NEW YORK STATE SUPPLEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WORK ZONE TRAFFIC CONTROL AT ALL TIMES FOR THE DURATION OF THE PERMITTED WORK.

ACTUAL FIELD CONDITIONS MAY REQUIRE OTHER SIGNS AND OTHER ARRANGEMENTS OF SIGNS. DISTANCES SHALL BE ADAPTED TO PREVAILING CONDITIONS. SIGNS SHALL BE LOCATED TO PROVIDE OPTIMUM VISIBILITY. SIGNS THAT ARE NOT APPLICABLE SHALL BE COVERED OR OBTSCURED FROM SIGHT. ALL SIGN NUMBERS REFER TO THE 2009 EDITION OF THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE NEW YORK STATE SUPPLEMENT.

PEDESTRIAN ACCOMMODATIONS SHALL BE MAINTAINED FOR THE DURATION OF THE PROPOSED WORK. ANY DISTURBED AREAS WITHIN THE STATE RIGHT-OF-WAY SHALL BE ADEQUATELY FENCED TO PREVENT PEDESTRIAN ACCESS WHEN THE CONTRACTORS' OPERATIONS ARE SHUT DOWN.

MATERIALS, EQUIPMENT, AND VEHICLES SHALL NOT BE STORED OR PARKED WITHIN THE STATE RIGHT-OF-WAY BEFORE WORK BEGINS OR AFTER CONTRACTOR'S OPERATIONS ARE SHUT DOWN. STAGING AREAS OUTSIDE THE RIGHT-OF-WAY SHALL BE USED TO STOCKPILE ALL CONSTRUCTION MATERIALS.

DURING WORKING HOURS, NO CONSTRUCTION MATERIAL MAY BE STORED OR PLACED ON THE ROADWAY OR ROADBED EXCEPT WITHIN A PROTECTED WORK AREA.

VEHICLES BELONGING TO THE CONTRACTOR OR WORKERS SHALL NOT BE PARKED WITHIN 30 FEET OF THE EDGE OF PAVEMENT ALONG A ROADWAY BEING USED BY THE PUBLIC, UNLESS THEY ARE PARKED WITHIN A PROTECTED WORK AREA.

DURING NON-WORKING HOURS, CONSTRUCTION EQUIPMENT AND MATERIALS SHALL NOT BE STORED WITHIN 30 FEET OF THE EDGE OF PAVEMENT.

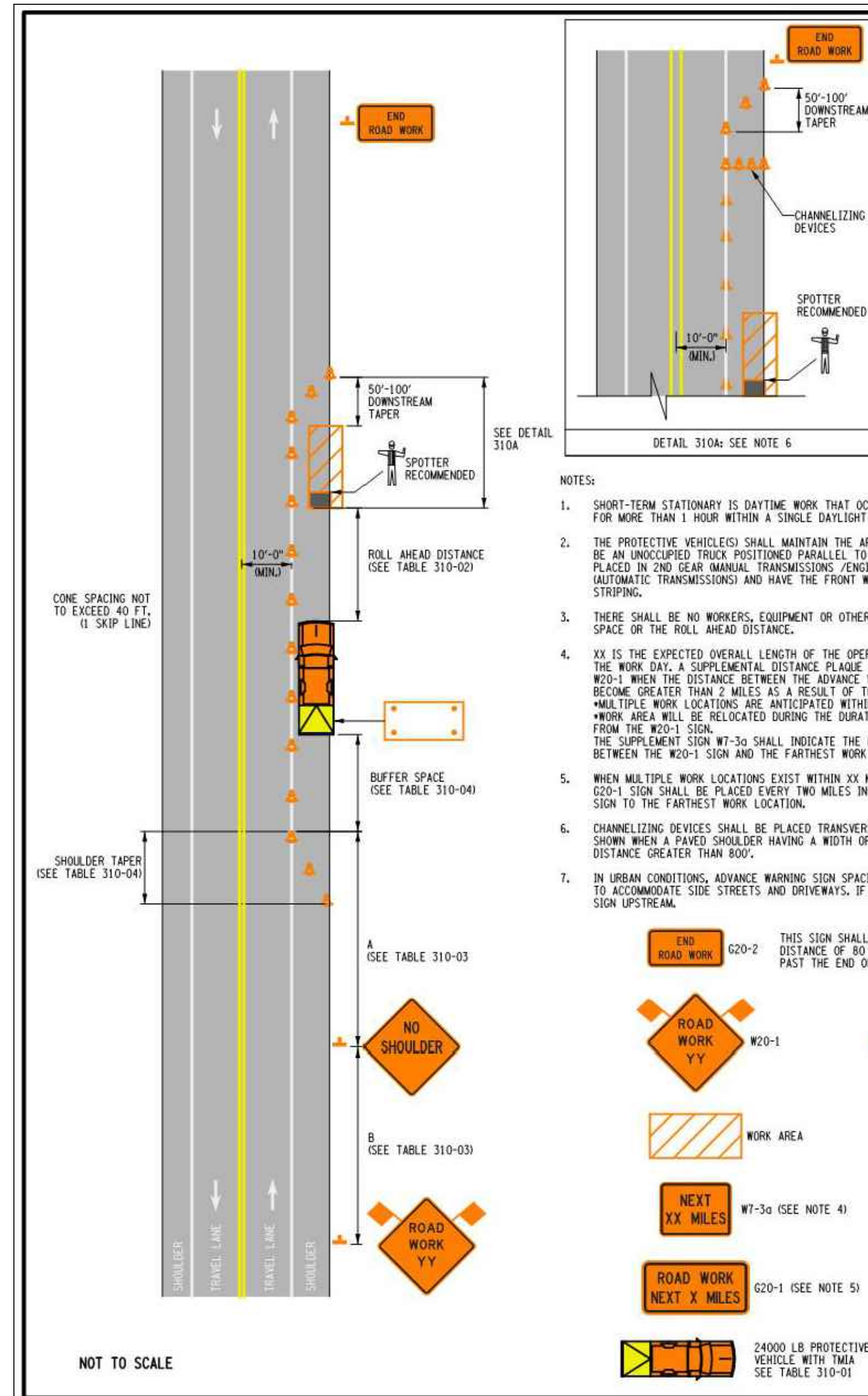
W20-7A "FLAGGER" SIGNS SHALL BE USED WHENEVER FLAGGING OCCURS FOR MORE THAN A BRIEF PERIOD OF TIME. THE SIGNS SHALL BE PROMPTLY REMOVED, COVERED, OR FACED AWAY FROM TRAFFIC WHEN THE FLAGGING OPERATION CEASES.

ALL FLAGGING STATIONS AND LANE CLOSURES SHOULD BE LOCATED TO ENSURE MAXIMUM VISIBILITY.

NO DROP-OFF GREATER THAN SIX INCHES SHALL BE LEFT OVERNIGHT WITHIN 30 FEET OF THE EDGE OF PAVEMENT. DROP-OFFS LESS THAN SIX INCHES WILL BE PERMITTED IF PROPER DELINEATION AND SIGNING IS PROVIDED, AND PRIOR PERMISSION IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT. A DROP-OFF IS CONSIDERED ELIMINATED IF TAPERED AWAY BY A 1:1 ON 6 SLOPE OR FLATTER.

CARE SHALL BE TAKEN TO ENSURE THAT NO DAMAGE OCCURS TO THE EXISTING PAVEMENT/SHOULDER/CURB AREAS AS A RESULT OF CONSTRUCTION EQUIPMENT MOVEMENT.

THE CONTRACTOR MAY SUBMIT REVISIONS TO THIS PLAN FOR APPROVAL, BUT ANY CHANGE THAT ALTERS THE BASIC CONCEPTS OF THE PLAN MUST BE APPROVED BY THE NYS DOT REGIONAL DIRECTOR OR HIS DESIGNEE.



- NOTES:**
- SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
  - THE PROTECTIVE VEHICLES SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS / ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
  - THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD DISTANCE.
  - XX IS THE EXPECTED OVERALL LENGTH OF THE OPERATION TO BE COMPLETED WITHIN THE WORK DAY. A SUPPLEMENTAL DISTANCE PLATE W7-30 SHALL BE USED WITH SIGN W20-1 WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:  
- MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN XX MILES FROM THE W20-1 SIGN.  
- WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN XX MILES FROM THE W20-1 SIGN.  
THE SUPPLEMENT SIGN W7-30 SHALL INDICATE THE MAXIMUM ANTICIPATED DISTANCE BETWEEN THE W20-1 SIGN AND THE FARTHEST WORK LOCATION.
  - WHEN MULTIPLE WORK LOCATIONS EXIST WITHIN XX MILES FROM THE W20-1 SIGN, A G20-1 SIGN SHALL BE PLACED EVERY TWO MILES INDICATING THE DISTANCE FROM THE SIGN TO THE FARTHEST WORK LOCATION.
  - CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
  - IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.

**TABLE 310-01: PROTECTIVE VEHICLE REQUIREMENTS**

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
LANE CLOSURE OR ENCRoACHMENT	EXPOSURE CONDITIONS			
	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
SHOULDER CLOSURE OR ENCRoACHMENT	OTHER HAZARDOUS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
SHOULDER CLOSURE OR ENCRoACHMENT	OTHER HAZARDOUS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P

**LEGEND:**  
P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY.  
TMA: TMA REQUIRED

**NOTES:**  
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT.  
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED.

**TABLE 310-02: ROLL AHEAD DISTANCE**

ROLL AHEAD DISTANCE (FT.) * OF SKIP LINES FOR VEHICLES	PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	
	MIN	MAX
≤ 35	120/3	200/5
45 - 50	80/2	160/4
≥ 40	40/1	120/3

**TABLE 310-03: ADVANCE WARNING SIGN SPACING**

ROAD TYPE	DISTANCE BETWEEN SIGNS		SIGN LEGEND	
	A (FT.)	B (FT.)	XX	YY
URBAN (≤ 30 MPH)	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)	200	200	AHEAD	AHEAD
URBAN (45 MPH)	350	350	1000 FT.	AHEAD
RURAL	500	500	1500 FT.	1000 FT.

\* PRECONSTRUCTION POSTED SPEED LIMIT

**TABLE 310-04: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS**

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE (FT.) * OF SKIP LINES	TAPER LENGTHS L (FT.) * OF SKIP LINES / # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTHS L/3 (FT.) / # OF SKIP LINES / # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SPLIT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	± 4 FT.	5 - 7 FT.	± 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

**TABLE 310-05: REQUIRED SIGN SIZES\***

SIGN	NON-FREEWAY	FREEWAY
G20-1	36x18	48x24
G20-2	36x18	48x24
W7-30	24x18	36x30
W8-23	36x36	48x48
W20-1	36x36	48x48
WARNING FLAG	18x18	18x18

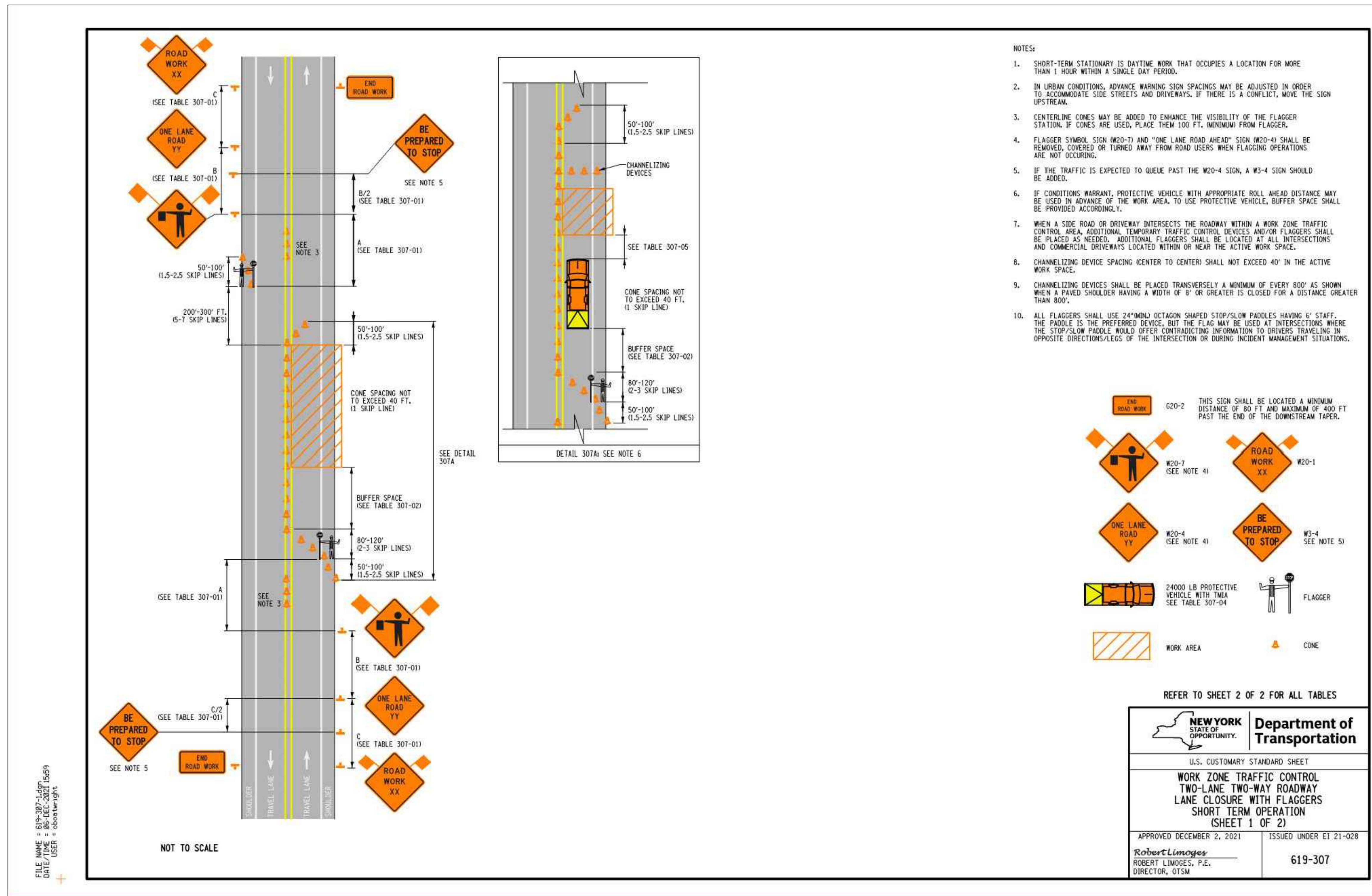
\*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
U.S. CUSTOMARY STANDARD SHEET  
**WORK ZONE TRAFFIC CONTROL NON-FREEWAY SHOULDER CLOSURE SHORT TERM OPERATION**  
APPROVED DECEMBER 2, 2021 ISSUED UNDER E1 21-028  
Robert Limoges, P.E. DIRECTOR, OTSM  
619-310

**1 SHORT DURATION SHOULDER CLOSURE**  
C-701 SCALE: NONE CROSS REFERENCE: NONE

**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW. © 2023 C.T. MALE ASSOCIATES DESIGNED: MLS DRAFTED : M.LS./SMW CHECKED : M.LS PROJ. NO : 23.3168 SCALE : AS NOTED DATE : MAY 4, 2023	<b>TRAFFIC &amp; MAINTENANCE CONTROL DETAILS</b>  <b>CHATEAUGAY COMMUNITY SOLAR PROJECT</b> <b>NY USLE CHASM RD I LLC</b>  TOWN OF CHATEAUGAY FRANKLIN COUNTY, NEW YORK  <b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.796.7400 GLENS FALLS, NY • ROUGHKEEPSIE, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY  <b>C-701</b> SHEET 11 OF 13 DWG. NO: 23-0296
	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		
8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS			



**1 SHORT DURATION LANE CLOSURE**  
 SCALE: NONE  
 CROSS REFERENCE: NONE

**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.  © 2023 C.T. MALE ASSOCIATES	<b>TRAFFIC &amp; MAINTENANCE CONTROL DETAILS</b>
	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS		
	8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	DESIGNED: MLS	<b>CHATEAUGAY COMMUNITY SOLAR PROJECT          NY USLE CHASM RD I LLC</b>
						DRAFTED : MLS/SMW	
						CHECKED : MLS	TOWN OF CHATEAUGAY
						PROJ. NO : 23.3168	FRANKLIN COUNTY, NEW YORK
						SCALE : AS NOTED	<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 GLENS FALLS, NY • Poughkeepsie, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY www.ctmale.com
						DATE : MAY 4, 2023	<b>C-702</b> SHEET 12 OF 13 DWG. NO: 23-0296

**TABLE 307-01: ADVANCE WARNING SIGN SPACING**

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)	200	200	200	AHEAD	AHEAD
URBAN (45 MPH)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

\* PRECONSTRUCTION POSTED SPEED LIMIT

**TABLE 307-02: LONGITUDINAL BUFFER SPACE**

PRECONSTRUCTION POSTED SPEED LIMIT MPH	LONGITUDINAL BUFFER SPACE DISTANCE (FT.) # OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	305/8
45	360/9
50	425/11
55	495/13

**TABLE 307-03: REQUIRED SIGN SIZES\***

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7	36x36	48x48
WARNING FLAG	18x18	18x18

\* FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

**TABLE 307-04: PROTECTIVE VEHICLE REQUIREMENTS**

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
LANE CLOSURE OR ENCRoACHMENT	EXPOSURE CONDITIONS <sup>1</sup>			
	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
SHOULDER CLOSURE OR ENCRoACHMENT	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
SHOULDER CLOSURE OR ENCRoACHMENT	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2

**TABLE 307-05: ROLL AHEAD DISTANCE**

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

**LEGEND**  
 P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER BY OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY  
 TMA: TMA REQUIRED  
 NOTES:  
 1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT  
 2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

**NEW YORK STATE OF OPPORTUNITY**  
**Department of Transportation**  
 U.S. CUSTOMARY STANDARD SHEET  
**WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS SHORT TERM OPERATION (SHEET 2 OF 2)**  
 APPROVED DECEMBER 2, 2021 ISSUED UNDER ET 21-028  
**Robert Limoges, P.E.**  
 DIRECTOR, OTSM 619-307

**WORK DURATION DEFINITIONS**

LONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.  
 INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.  
 SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.  
 SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.  
 MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

**1 SHORT DURATION LANE CLOSURE CHARTS**  
 C-703 SCALE: NONE CROSS REFERENCE: NONE

**NYS DOT STANDARD GENERAL PLAN NOTES:**

- THE ROADWAY SHALL BE KEPT CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- ROADSIDE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES.
- MATERIALS, EQUIPMENT AND VEHICLES SHALL NOT BE STORED OR PARKED WITHIN THE NEW YORK STATE RIGHT-OF-WAY.
- WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH THE 2009 EDITION OF THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE NEW YORK STATE SUPPLEMENT, AND SHALL BE IN ACCORDANCE WITH THE NYS DOT CONTRACT OR HIGHWAY WORK PERMIT DOCUMENTS AND AS DEEMED NECESSARY BY THE NYS ENGINEER IN CHARGE.
- NOTIFY NEW YORK STATE DEPARTMENT OF TRANSPORTATION RESIDENT ENGINEER AT THE APPLICABLE RESIDENCY, THREE WORKING DAYS PRIOR TO WORKING IN THE STATE RIGHT-OF-WAY.
- NOTIFY DIG SAFELY NEW YORK THREE WORKING DAYS PRIOR TO DIGGING, DRILLING OR BLASTING AT 1-800-962-7962, FOR A UTILITY STAKE-OUT.
- ALL WORK CONTEMPLATED AND MATERIALS USED WITHIN THE NYS RIGHT-OF-WAY SHALL BE COVERED BY AND IN CONFORMITY WITH THE NYS DEPARTMENT OF TRANSPORTATION MAY 1, 2008 SPECIFICATIONS BOOK AND ANY SUBSEQUENT ADDENDA ALONG WITH ANY APPROPRIATE CURRENT NYS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, EXCEPT AS MODIFIED IN THESE PLANS AND IN THE ITEMIZED PROPOSAL. METRIC UNITS MAY BE CONVERTED TO ENGLISH.
- QUALITY CONTROL OF ASPHALT CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 402 OF THE STANDARD SPECIFICATIONS. ASPHALT COURSE DEPTHS SHOWN ON THE PLANS ARE COMPACTED DEPTHS.
- NO NIGHT WORK WILL BE ALLOWED UNLESS PRIOR APPROVAL IS GIVEN BY THE DEPARTMENT. ADDITIONAL MAINTENANCE AND PROTECTION OF TRAFFIC WILL BE REQUIRED INCLUDING THE ADDITION OF REFLECTIVE MATERIALS AND LIGHTING.
- HAZARDOUS WASTE NOTIFICATION - THE PERMITTEE ACCEPTS THE RIGHT-OF-WAY OF THE STATE HIGHWAY IN ITS' AS IS CONDITION. THE DEPARTMENT OF TRANSPORTATION MAKES NO REPRESENTATION AS TO THE ABSENCE OF UNDERGROUND TANKS, STRUCTURES, FEATURES OR SIMILAR IMPEDIMENTS TO THE COMPLETION OF THE WORK PERMITTED HEREUNDER. SHOULD PERMITTEE FIND SOME PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS TO ITS WORK, THE DEPARTMENT OF TRANSPORTATION SHALL HAVE NO OBLIGATION TO CURE, REMOVE, REMEDY OR OTHERWISE DEAL WITH SUCH PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS. THE DEPARTMENT WILL PERMIT THE PERMITTEE TO REMOVE, MODIFY OR OTHERWISE DEAL WITH SUCH UNDERGROUND TANKS, STRUCTURE FEATURE OR IMPEDIMENT IF SUCH IS DONE IN A MANNER WHICH MEETS ACCEPTABLE ENGINEERING PRACTICE AND IS PRE-APPROVED BY THE DEPARTMENT OF TRANSPORTATION. SHOULD PERMITTEE DETERMINE THAT SUCH UNFORESEEN UNDERGROUND IMPEDIMENT RENDERS PERMITTEES WORK AS AUTHORIZED BY THIS PERMIT UNFEASIBLE, PERMITTEE SHALL HAVE THE OPTION OF RESTORING THE HIGHWAY TO ITS ORIGINAL CONDITION AND NOT PERFORMING SUCH WORK.
- OPEN CUTTING OF THE ROADWAY SHALL NOT BE ALLOWED UNLESS PERMISSION IS GRANTED IN WRITING, BY THE REGIONAL TRAFFIC ENGINEER.

**TEMPORARY LANE/SHOULDER CLOSURE RESTRICTIONS FOR HOLIDAYS 2023**

HOLIDAY	FALLS ON	TEMPORARY LAND CLOSURES ARE NOT ALLOWED FROM
NEW YEAR'S DAY	SUNDAY JANUARY 1	BEGINNING 6 AM FRIDAY DECEMBER 30, 2022, AND ENDING 6 AM MONDAY JANUARY 2, 2023
MEMORIAL DAY	MONDAY MAY 29	BEGINNING 6 AM FRIDAY MAY 27, 2023, AND ENDING 6 AM TUESDAY MAY 30, 2023
INDEPENDENCE DAY	TUESDAY JULY 4	BEGINNING 6 AM FRIDAY JUNE 30, 2023, AND ENDING 6 AM WEDNESDAY JULY 5, 2023
LABOR DAY	MONDAY SEPTEMBER 4	BEGINNING 6 AM FRIDAY SEPTEMBER 1, 2023, AND ENDING 6 AM TUESDAY SEPTEMBER 5, 2023
THANKSGIVING DAY	THURSDAY NOVEMBER 23	BEGINNING 6 AM WEDNESDAY NOVEMBER 23, 2023, AND ENDING 6 AM MONDAY NOVEMBER 27, 2023
CHRISTMAS DAY	MONDAY DECEMBER 25	BEGINNING 6 AM FRIDAY DECEMBER 22, 2023, AND ENDING 6 AM TUESDAY DECEMBER 26, 2022

**ISSUED FOR REGULATORY APPROVAL**

KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.	<b>TRAFFIC &amp; MAINTENANCE CONTROL DETAILS</b>  <b>CHATEAUGAY COMMUNITY SOLAR PROJECT</b> <b>NY USLE CHASM RD I LLC</b>  TOWN OF CHATEAUGAY FRANKLIN COUNTY, NEW YORK <b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.796.7400 GLENS FALLS, NY • ROUGHKEEPSIE, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY www.ctmale.com
	6/21/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	© 2023 C.T. MALE ASSOCIATES	
	8/4/23	REVISIONS PER TDE COMMENT	MLS	MLS	KCS	DESIGNED: MLS	
						DRAFTED : MLS/SMW	
						CHECKED : MLS	
						PROJ. NO : 23.3168	
						SCALE : AS NOTED	
						DATE : MAY 4, 2023	

**TOWN OF CHATEAUGAY TOWN BOARD**

Resolution # 44 of 2023

**Resolution Conditionally Approving Site Plan and  
Granting Special Use Permit  
for 142 Chasm Road Solar Energy System**

September 25, 2023

**WHEREAS**, NY USLE Chasm Road I LLC ( “Applicant”) proposes to construct one 4 megawatt alternating current ground mounted community solar energy system (“Facility”) on approximately 26.30 acres of a 57.80-acre lot owned by Kirby Selkirk (“Owner”) located at 142 Chasm Road (CR-35), Chateaugay, New York (“Property”). Applicant has entered into a written lease with the Owner and is authorized to construct the Facility. The Property spans the municipal boundary between the Town of Chateaugay (Tax Parcel ID No. 60.-2-7.2) and the Village of Chateaugay (Tax Parcel ID No. 60.12-1-1.100), however, the Facility will only utilize Tax Parcel 60.-2-7.2 in the Town; and

**WHEREAS**, the Facility will be operated by the applicable Applicant; and

**WHEREAS**, pursuant to the provisions of the Solar Energy Local Law of the Town of Chateaugay (the “Solar Law”), the proposed Facility is a “Tier 3 Solar Energy System” subject to site plan review and approval and the issuance of a special use permit by the Town of Chateaugay Town Board (“Town Board”); and

**WHEREAS**, on May 5, 2023, the Applicant submitted an application to the Town Board seeking site plan approval and a special use permit for the Facility; and

**WHEREAS**, the documents submitted by the Applicant as part of its initial application submission and subsequent submissions consisted of, among other things, (1) an application narrative, (2) a Full Environmental Assessment Form (“EAF”); (3) site plans and specifications; (4) an escrow amount for the application; (5) a decommissioning plan, and (6) a variety of additional documentation (collectively, the “Application”); and

**WHEREAS**, the Town Board, with the assistance of its technical and legal consultants engaged in a detailed review of the Application materials; and

**WHEREAS**, on August 21, 2023, the Town Board held a public hearing on the Facility to gather comments and consider the verbal and written comments submitted by the public; and

**WHEREAS**, pursuant to the provisions of the Solar Law, the Town Board has taken into consideration the location, arrangement, layout, size, design, and general compatibility of the Facility to surrounding uses; the adequacy of stormwater and drainage facilities; the adequacy of landscaping affecting visual and noise buffers; and the overall impact on the neighborhood and community character; and

**WHEREAS**, a full statement of the proposed action was referred to the Franklin County Planning Agency, and the County confirmed by letter dated September 11, 2023, that it does not have any objection to the Facility conditioned upon certain PILOT payments; and

**WHEREAS**, the Application is considered a Type I action under the New York State

Environmental Quality Review Act, article 8 of the Environmental Conservation Law and 6 NYCRR Part 617 (collectively, "SEQRA"); and

**WHEREAS**, the Town Board declared its intent to be lead agency and conducted a coordinated review of the Application pursuant to SEQRA, and circulated said intent to all involved and interested agencies; and

**WHEREAS**, all involved and interested agencies either consented to the Town Board being lead agency or allowed the thirty (30) day period to lapse, and the Town Board as lead agency conducted a thorough review of the Facility carefully examining all of the potential impacts of the proposed Facility; and

**WHEREAS**, the Town Board was assisted in the review of the Application and related SEQRA documents by its consulting engineers, Barton and Loguidice, D.P.C. ("B&L").

**WHEREAS**, Based on their review of Part 2 of the EAF and its thorough review of criteria to determine significance, the Town Board did not identify any moderate to large impacts associated with the proposed Facility

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby approves Part 2 and Part 3 of the EAF, inclusive of the written evaluation of the magnitude and importance of project impacts prepared by B&L, and hereby issues a SEQRA Negative Declaration for the Facility; and

**BE IT FURTHER RESOLVED**, in accordance with the provisions of the Solar Law, the Town Board hereby grants the Site Plan Approval and Special Use Permit requested by the Applicant subject to the following conditions which must be satisfied (unless otherwise stated) prior to the issuance of a building permit for the Facility:

- (1) The Applicant shall enter into a Decommissioning Agreement with the Town of Chateaugay, which shall be approved by the Town Board in its sole discretion and signed by the Town Supervisor and by the applicable Project Company;
- (2) The Applicant shall enter into a Host Community Agreement with the Town of Chateaugay, which shall be approved by the Town Board in its sole discretion and signed by the Town Supervisor and the applicable Project Company;
- (3) The Applicant shall issue and maintain in favor of the Town a performance bond or other equivalent financial security for the decommissioning of the Facility, in accordance with the provisions of the Town Solar Law, which security shall be approved by the Town Board or the Town Attorney, in its reasonable discretion, as provided under the Town Solar Law. Any default by the Applicant under the Decommissioning Agreement relative to maintaining such bond or other financial security will subject the Applicant to immediate revocation of its rights to operate the Project approved by this resolution and grounds to make a claim against the bond or other equivalent financial security;
- (4) The Applicant shall permit the Town access to the Facility at reasonable times during construction of the Facility for inspection to ensure compliance with the approved drawings and shall establish an engineering escrow agreement and fund an escrow account to in the amount of \$10,000 to compensate the Town for having an engineering firm of the Town's choice perform such services. Such services are not to exceed the amount of \$10,000~~to compensate the Town for having an engineering firm of the Town's choice perform such~~

services. The engineering escrow agreement must be approved by the Town Board and Town Attorney and signed by the Town Supervisor and the Applicant;

- (5) Prior to issuance of a Certificate of Completion, Occupancy, or equivalent certificate that closes out the Building Permit, The Applicant shall issue and maintain for a period of five (5) years in favor of the Town, a bond or other equivalent security for the operation and maintenance of the Facility, including the maintenance of the perimeter landscaping and site access road. Perimeter landscaping of the Facility. The bond or other equivalent security must be approved by the Town Board and the Town Attorney. The Town retains the authority to call the bond or other equivalent security in the event that a significant portion of the perimeter landscaping fails to thrive or grow as intended and the applicant has not corrected the issue in a timely manner taking into account weather conditions. The engineering escrow fund referenced above in section (4) will be used to compensate B&L for the labor and expenses incurred in performing periodic site inspections of the perimeter landscaping and site access road, including providing updates to the Town Board;
- (6) After commencing the operation of the Facility, the Applicant shall have the landscaping inspected on or about April 15th of each year for the first four (4) years of operation by a Registered Landscape Architect or Arborist, and the Applicant must, on or prior to April 30th of each such year, submit a report to the Town summarizing such inspection and identifying any areas of landscaping that have died or not thrived and will be replaced in a reasonably timely manner and as appropriate in light of traditional planting seasons. The Town retains the authority to call the landscaping bond as set forth in Condition Number 5 above in the event that a significant portion of the perimeter landscaping fails to thrive or grow as intended and the Applicant fails to replace any landscaping as required by this condition in a timely manner taking into account weather conditions;
- (7) The Applicant shall provide the Town Board with copies of agreements with the Owner of the Property demonstrating that the Applicant has the authority to construct the Facility on the Property;
- (8) The Applicant shall provide the Town Board the signed Notice of Intent (“NOI”) and acknowledgment of receipt by the New York State Department of Environmental Conservation (“NYSDEC”) of the NOI and the final Stormwater Pollution Prevention Plan (“SWPPP”) for the Facility;
- (9) The Applicant shall provide the Town Board with a proposed schedule for construction of the Facility;
- (10) Prior to commencing the operation of the Facility, the Applicant must (i) meet with emergency responders at the site to discuss the procedures to be followed in the event of fire and other emergencies, and (ii) provide the Town Supervisor and Town Board with hard copies of the meeting minutes, indicating the name and contact information for each of the attendees and provide a detailed description of the procedures that will be followed by the emergency responders in the event of a fire or other emergency;
- (11) The Applicant shall provide to the Town payment for all outstanding fees including any invoices by the Town Board consultants and attorneys to the extent not covered by the escrow established with the Town by the Applicant;

- (12) The Applicant shall provide the Town Board with copies of all other approvals issued for the Facility, including sign offs by the New York State Energy and Research Development Authority (“NYSERDA”);
- (13) No battery storage is approved for this Facility;
- (14) The Applicant has agreed that no additional expansion of the Facility is currently contemplated or proposed, and any such expansion would require Town Board review and approval pursuant to the Town’s Solar Law;
- (15) After commencing the operation of the Facility, the Applicant has agreed to provide the Town Board with annual submission on the maintenance and upkeep of the vegetation within the perimeter fencing and associated landscape screening, and the condition of the solar panel arrays (noting any solar panel replacement, if any), associated equipment, and site access road;
- (16) The Operator has agreed to notify the Town Board in the event that the Facility is sold to another entity. The Operator agrees to provide the Town Board with the new operator’s contact information, including mailing address, telephone number and email address no later than 90 days prior to the change in ownership, in accordance with the provisions of the Town Solar Law. No sale, transfer or assignment of the rights granted under this Approval shall release the Applicant from any liability under this permit without the express written consent of the Town;
- (17) There will be no use of pesticides or herbicides during construction or operation of the Facility;
- (18) In the event that the Town receives complaints regarding glare impacts from the Facility onto affected landowner properties occupied at the time of commencement of the Facility’s operation and/or public roadways surrounding the Facility, it shall provide a copy to the Applicant. If the Applicant receives a complaint regarding glare from the Facility onto affected landowner properties occupied at the time of commencement of the Facility’s operation and/or public roadways surrounding the Facility, it shall provide a copy of the complaint to the Town. Upon receipt of a complaint, the Applicant shall promptly investigate the complaint implementing the standards imposed by the Office of Renewable Energy Siting under the regulations promulgated pursuant to Section 94-c of the Executive Law relative to glare. If the issues are not resolved to the satisfaction of the Town Board, the Town Board may take all steps authorized by law to bring an enforcement action or a civil action to abate the conditions causing excessive glare. In any such action or proceeding in which the Town prevails, the Town shall be entitled to recover its costs and attorney’s fees;
- (19) In the event that the Town receives complaints regarding light and/or noise impacts from the Facility onto affected landowner properties occupied at the time of commencement of the Facility’s operation, it shall provide a copy to the Applicant. If the Applicant receives a complaint regarding light and/or noise impacts from the Facility from the Facility onto affected landowner properties occupied at the time of commencement of the Facility’s operation, it shall provide a copy of the complaint to the Town. Upon receipt of a complaint the Applicant must identify the source of the light and/or noise impacts and implement appropriate mitigation measures within a period of three (3) weeks, or an alternate time period agreed to by the Town. Mitigation measures shall take into account the standards imposed by the Office of Renewable Energy Siting under the regulations promulgated pursuant to Section 94-c of the Executive Law relative to lighting and noise. If the issues are not resolved to the satisfaction of the Town Board, the Town Board may take all steps authorized by law to bring an enforcement action or a civil


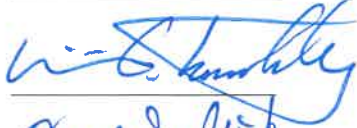
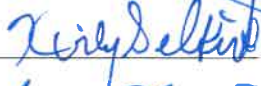
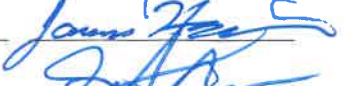

action to abate the conditions causing excessive light or noise impacts. In any such action or proceeding in which the Town prevails, the Town shall be entitled to recover its costs and attorney's fees;

- (20) After completion of the Facility and prior to the commencement of operation, the Applicant shall retain the services of a New York State licensed professional engineer to provide post-construction certification that the Facility complies with applicable codes and industry practices and has been constructed and will be operated according to the design plans. The Applicant shall also provide certification from the servicing utility, New York State Electric and Gas, that the interconnection from the Facility to the electric transmission line has been inspected and approved; and
- (21) During operation of the Facility, any mowing of the vegetation under the panels will occur in full compliance with all applicable Town codes and regulations; and
- (22) Upon prior written notice to the Town, Applicant shall be permitted on or after November 1, 2023 and up to or on March 31, 2024, to clear the Property as necessary to accommodate the Facility, and the Applicant shall not disturb any portion of the Property in completing this permitted tree clearing, except for that minimal disturbance incidental to moving vehicles and equipment. If any such disturbance requires compliance with state and federal wetlands statutes, rules, and regulations, the Applicant shall comply with those requirements prior to creating a disturbance as is required by condition number 8 to this resolution.

**BE IT FURTHER RESOLVED**, that the Host Community Agreement in the form annexed to this resolution is hereby approved and the Town Supervisor is authorized to execute that agreement on behalf of the Town; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be filed in the office of the Town of Chateaugay Town Clerk within five (5) days of the date of this Resolution, and shall be mailed to the Applicant within the same five (5) day period.

The foregoing resolution was voted upon with members of the Town Board voting and signing as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain/Absent</u>	<u>Signature</u>
Don Bilow, Supervisor	✓		/	
William Trombly	✓		/	
Kirby Selkirk			✓ /	
Jim Harrigan	✓		/	
Scott Cowan	✓		/	

STATE OF NEW YORK:  
COUNTY OF FRANKLIN: ss  
TOWN OF CHATEAUGAY:

I, **PHYLLIS LEMAY**, Town Clerk for the Town of Chateaugay, Franklin County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Chateaugay on the 25 day of September, 2023, with the original thereof now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

Dated: September 25, 2023

(SEAL)





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

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

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

**Reasons Supporting This Determination:**

To complete this section:

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

Part 2 of the FEA identified no moderate to large impacts. An evaluation of the magnitude and significance of project impacts was conducted and are available under separate cover in a Part 3 Supporting Information Document.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:  Type 1  Unlisted

Identify portions of EAF completed for this Project:  Part 1  Part 2  Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information  
Application materials and Town Designed Engineer Comment Response letters. See Part 3 Supporting Information under separate cover

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Town of Chateaugay Town Board \_\_\_\_\_ as lead agency that:

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

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

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

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

Name of Action: 142 Chasm Road Solar Energy System (aka Chateaugay Community Solar Project)

Name of Lead Agency: Town of Chateaugay Town Board

Name of Responsible Officer in Lead Agency: Don Bilow

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency:  Date: September 25, 2023

Signature of Preparer (if different from Responsible Officer) \_\_\_\_\_ Date: \_\_\_\_\_

**For Further Information:**

Contact Person: Don Bilow, Town of Chateaugay Town Supervisor

Address: 191 East Main Street, Chateaugay, NY 12920

Telephone Number: (518) 497-6931

E-mail: supervisor@chateaugayny.org

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

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

Other involved agencies (if any)

Applicant (if any)

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

**PRINT FULL FORM**

### **Addendum to EAF Part 3**

The Project's environmental impacts have been evaluated in accordance with the SEQRA Full Environmental Assessment Form, Part 2 - Identification of Potential Project Impacts. A majority of the potential project impacts have been identified as "no or small impact may occur". These items all relate to the impact of the proposed Chasm Solar Project located at 142 Chasm Road, Chateaugay, NY on vacant, non-developed land.

The proposed solar facility will occupy approximately 26.3 acres of a 48.6 acre parcel that is vacant and undeveloped. The subject parcel consists of a downward sloping hill terrain that leads into an emergent/scrub-shrub wetland. Topics from the FEAF Part 2 form where small environmental impacts were identified are summarized below.

#### Impact on Land

Approximately 26.3 acres of the 48.6 acre parcel will be leased and used for the construction of photo-voltaic (PV) solar panels and associated equipment. The proposed solar facility will be constructed on slopes generally less than 10%. The project will not require the drilling of a well or a septic system, and a pervious gravel access road is proposed to provide access to the fenced-in solar arrays from Chasm Road. Furthermore, the project site is not located in an Environmentally Sensitive Area or at a Hazardous Waste Remediation Site.

#### Impact on Flooding

There are freshwater wetlands on the project parcel, but these resources will not be disturbed by the project. FEMA does not provide Flood Insurance Rate Maps for the project site. Temporary soil erosion control and stormwater quality measures will be installed and maintained during the construction and operation of the proposed solar facility in accordance with the New York State Department of Environmental Conservation (NYSDEC) Stormwater Management Design Manual and NYSDEC solar guidance.

#### Impact on Plants and Animals

According to the United States Fish & Wildlife Service, the Northern Long-eared Bat is listed as being in the vicinity of the project, but not according to the NYSDEC. There are a few small rows of trees that the applicant plans to remove for the project that ultimately are not anticipated to have a significant effect on the bat population. However, as a precaution, the removal of trees at the project site is restricted to the period of November 1 through March 31st. The Chateaugay River is located within a 0.5 mile radius of the project site, in which the rare and threatened aquatic plant Riverweed resides. The Applicant will implement erosion and sediment control measures to prevent erosion and to protect the existing wetlands.

#### Impact on Agricultural Resources

The project site is located on vacant agricultural land. According to a supplemental document of Farmland Classification, 32.8 acres of the site is classified as Farmland of Statewide importance. An additional 7.4 acres of the site is comprised of the mapped soil unit Runeberg soils (Sma), which is not prime farmland and runs through a significant portion of the proposed solar farm area. In the past, the site was used for hayfields, but it does not currently support any active agricultural uses.



**2025 FRANKLIN COUNTY AND  
TOWN OF CHATEAUGAY TAX BILL**

Fiscal Year 01/01/2025 to 12/31/2025 \* Warrant Date 12/31/2024

Bill No. 001289  
Sequence No. 1574  
Page No. 1 of 1

**MAKE CHECKS PAYABLE TO:**

LYNN HARRIGAN  
TAX COLLECTOR  
760 COUNTY ROUTE 39  
CHATEAUGAY, NY 12920  
PHONE: 518-425-6633

Selkirk Kirby  
PO Box 902  
Chateaugay, NY 12920

**TO PAY IN PERSON**

FOR THE MONTH OF JAN ONLY  
THURS: 2:00 PM - 6:00 PM  
SAT: 9AM - 1PM  
tax@chateaugayny.org

**SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT**

**163489 60.-2-7.200**  
Address: Chasm Rd  
Town of: Chateaugay  
School: Chat Central School  
NYS Tax & Finance School District Code:  
105 - Vac farmland Roll Sect. 1  
Parcel Acreage: 48.60  
Account No. 1-032-11.00  
Bank Code

Estimated State Aid: CNTY 5,882,007  
TOWN 564,000

**PROPERTY TAXPAYER'S BILL OF RIGHTS**

The Total Assessed Value of this property is: 144,700  
The Uniform Percentage of Value used to establish assessments in your municipality was: 100.00  
The assessor estimates the Full Market Value of this property as of July 1, 2023 was: 144,700

If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: www.tax.ny.gov. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
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**PROPERTY TAXES**

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1000 or per Unit	Tax Amount
County General	567,345	-0.1	144,700.00	3.288026	475.78
General Townwide		-0.0	144,700.00		0.00
General Outside			144,700.00		0.00
Highway Outside	85,365	5.7	144,700.00	.649992	94.05
Highwaytownwide	171,986	4.9	144,700.00	.989992	143.25
Board Of Election	14,290	-2.0	144,700.00	.082255	11.90
Chateaugay Ambli TOTAL	274,795	44.2	144,700.00	1.096814	158.71
Chat Fire TOTAL	192,538	75.1	144,700.00	.767437	111.05

Franklin County allows partial payment of Town & County Real Property Taxes with a minimum amount of \$100.00. IF YOU ARE A SENIOR CITIZEN, A PERSON WITH A PHYSICAL DISABILITY, AND/OR A VETERAN, YOU MAY BE ENTITLED TO A PARTIAL EXEMPTION FROM TAXES. Eligible homeowners have until 3/1/25 to apply with assessor.

Property description(s): T 7 G 57 (Bar 96) Swanston Highway

Due By:	Penalty/Interest	Amount	Total Due
01/31/2025	0.00	994.74	994.74
02/28/2025	9.95	994.74	1,004.69
03/31/2025	19.89	994.74	1,014.63

**TOTAL TAXES DUE \$994.74**

JAN 30 2025

*Lynn Harrigan*

Apply For Third Party Notification By: 11/15/2025

Taxes paid by *Kirby Selkirk* CA (CH) 1186

RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX  IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.

**TOWN OF CHATEAUGAY TAX BILL  
RECEIVER'S STUB**

Town of: Chateaugay  
School: Chat Central School  
Property Address: Chasm Rd

Bill No. 001289  
163489 60.-2-7.200  
Bank Code

Pay By:	01/31/2025	0.00	994.74	994.74
	02/28/2025	9.95	994.74	1,004.69
	03/31/2025	19.89	994.74	1,014.63

Selkirk Kirby  
PO Box 902  
Chateaugay, NY 12920

**TOTAL TAXES DUE \$994.74**

# 2025 CHATEAUGAY CENTRAL SCHOOL TAX BILL

Bill No. 002567  
 Sequence No. 2498  
 Page No. 1 of 1

\* For Fiscal Year 07/01/2025 to 06/30/2026

\* Warrant Date 09/01/2025

**MAKE CHECKS PAYABLE TO:**

MAEGAN WATSON  
 TAX COLLECTOR  
 42 RIVER ST, PO BOX 904  
 CHATEAUGAY, NY 12920

Selkirk Kirby  
 PO Box 902  
 Chateaugay, NY 12920

**TO PAY IN PERSON**

NO IN PERSON COLLECTION  
 BY MAIL: US FUNDS, CHECK  
 OR MONEY ORDER  
 QUES: 518-497-6611 EXT. 2404

**SWIS S/B/L ADDRESS & LEGAL DESCRIPTION & CK DIGIT**

**163489 60.-2-7.200**  
**Address:** Chasm Rd  
**Town of:** Chateaugay  
**School:** Chat Central School  
**NYS Tax & Finance School District Code:** 102  
 105 - Vac farmland **Roll Sect. 1**  
**Parcel Acreage:** 48.60  
**Account No.** 1-032-11.00  
**Bank Code**

**Estimated State Aid:** SCHL 14,711,514

**PROPERTY TAXPAYER'S BILL OF RIGHTS**

The **Total Assessed Value** of this property is: 144,700  
 The **Uniform Percentage of Value** used to establish assessments in your municipality was: 96.75  
 The assessor estimates the **Full Market Value** of this property as of **July 1, 2024** was: 149,561  
**If you feel your assessment is too high, you have the right to seek a reduction in the future. A publication entitled "Contesting Your Assessment in New York State" is available at the assessor's office and on-line: [www.tax.ny.gov](http://www.tax.ny.gov). Please note that the period for filing complaints on the above assessment has passed.**

<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>	<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>
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**PROPERTY TAXES**

<u>Taxing Purpose</u>	<u>Total Tax Lev</u>	<u>% Change From Prior Year</u>	<u>Taxable Assessed Value or Units</u>	<u>Rates per \$1000 or per Unit</u>	<u>Tax Amount</u>
Town Of Chateaugay					
Chateaugay Central	3,989,794	-0.1	144,700.00	10.561752	1,528.29
Library Rate	59,625	50.5	144,700.00	.157839	22.84

Taxes can be paid online by going to: [www.infotaxonline.com](http://www.infotaxonline.com)  
 Note: You may be eligible for senior tax exemptions. Senior citizens have until 3/1 to apply for such exemptions. Please contact your local assessor for more information.

Property description(s):	Swanston	Swanston	Highway	Highway	<b>TOTAL TAXES DUE</b>	<b>\$1,551.13</b>
<u>PENALTY SCHEDULE</u>	<u>Penalty/Interest</u>	<u>Amount</u>	<u>Total Due</u>			
Due By: 09/30/2025	0.00	1,551.13	1,551.13			
10/31/2025	31.02	1,551.13	1,582.15			

PAID  
 OCT 15 2025

2158.48

#1210

Apply For Third Party Notification By: 07/01/2026

Taxes paid by Kirby Selkirk CA (CH)

**RETURN THE ENTIRE BILL WITH PAYMENT AND PLACE A CHECK MARK IN THIS BOX  IF YOU WANT A RECEIPT OF PAYMENT. THE RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT.**

Town of: Chateaugay  
 School: Chat Central School  
 Property Address: Chasm Rd

**RECEIVER'S STUB**

**Bill No. 002567**  
**163489 60.-2-7.200**  
**Bank Code**

Pay By: 09/30/2025	0.00	1,551.13	1,551.13
10/31/2025	31.02	1,551.13	1,582.15

Selkirk Kirby  
 PO Box 902  
 Chateaugay, NY 12920

**TOTAL TAXES DUE**  
**\$1,551.13**



Town of Chateaugay

Minutes June 23, 2025

- Meeting The regular meeting of the Chateaugay Town Board on 06/23/2025 was called to order by Supervisor Donald Bilow at 6:30 P.M.
- Members Present Supervisor Donald Bilow, Councilman William Trombly, Councilman Scott Cowan, Councilman Jim Harrigan, Councilman Kirby Selkirk, Highway Superintendent Roger LaBombard and Town Clerk Phyllis LeMay.
- Visitors Michael Fingar from US Light and Ari Goldberg from Barclay Damon LLP.
- Minutes A motion was made by Kirby Selkirk and seconded by Scott Cowan to adopt the minutes of the June 9, 2025 Town Board meeting. All in favor, motion carried.
- Bowling Jody Warriner and Dave Krasselt are still working in the bowling alley refurbishing the pinsetters.
- Valcour Nothing new to report.
- US Light A motion was made by Bill Trombly and seconded by Scott Cowan to approve an extension on the Site Plan.
- Resolution #24 A roll call vote was taken with the following results: Councilman Bill Trombly – Aye, Councilman Scott Cowan – Aye, Councilman Jim Harrigan – Aye, Councilman Kirby Selkirk – Abstain and Supervisor Donald Bilow – Aye, motion carried. (copy attached)
- Resolution #25 A motion was made by Bill Trombly and seconded by Scott Cowan to adopt a resolution for the Host Community Agreement from \$5000 to \$2000 mW. A roll call vote was taken with the following results: Councilman Bill Trombly – Aye, Councilman Scott Cowan – Aye, Councilman Jim Harrigan – Aye, Councilman Kirby Selkirk – Abstain and Supervisor Donald Bilow – Aye, motion carried. (copy attached)
- Stairs The new stairs were approved to be installed. The town would like a roof to be installed 3 to 4 feet beyond the stairs.
- Water The water is connected to 25 French Settlement Road.
- CDBG There will be a public hearing on July 28, 2025 regarding the HUD application.
- Reports Highway Superintendent Roger LaBombard – Roger reported the following:

1. The week of July 4, highway employees will be off, using either vacation or personal time. Roger will be off the 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> of July.
2. Paving parts will be coming soon.

Jim Harrigan – Jim presented a letter of resignation as town councilman effective June 30, 2025.

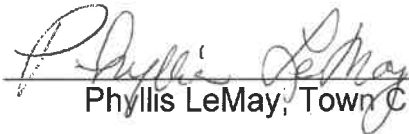
Kirby Selkirk – Historical Society air conditioner is failing, discussion on replacement to their air conditioner and also to include for the justice office.

**Bills** A Motion was made by Kirby Selkirk and seconded by Scott Cowan to pay the bills. Motion carried, all in favor.

**Adjournment** A Motion was made by Kirby Selkirk and seconded by Jim Harrigan to adjourn the meeting. Motion carried, all in favor.

Meeting adjourned at 7:00 P.M.

Next Meeting July 14, 2025.

  
\_\_\_\_\_  
Phyllis LeMay, Town Clerk

# TOWN OF CHATEAUGAY TOWN BOARD

Resolution # 24 of 2025

## **Resolution Granting Extension of Conditional Site Plan and Special Use Permit Approval and Approving Amended Host Community Agreement for 142 Chasm Road Solar Energy System**

June 23, 2025

**WHEREAS**, NY USLE Chasm Road I LLC ( "Applicant") proposes to construct one 4 megawatt alternating current ground mounted community solar energy system ("Facility") on approximately 26.30 acres of a 57.80-acre lot owned by Kirby Selkirk ("Owner") located at 142 Chasm Road (CR-35), Chateaugay, New York ("Property"). Applicant has entered into a written lease with the Owner and is authorized to construct the Facility. The Property spans the municipal boundary between the Town of Chateaugay (Tax Parcel ID No. 60.-2-7.2) and the Village of Chateaugay (Tax Parcel ID No. 60.12-1-1.100), however, the Facility will only utilize Tax Parcel 60.-2-7.2 in the Town; and

**WHEREAS**, the Facility will be operated by the applicable Applicant; and

**WHEREAS**, pursuant to the provisions of the Solar Energy Local Law of the Town of Chateaugay (the "Solar Law"), the proposed Facility is a "Tier 3 Solar Energy System" subject to site plan review and approval and the issuance of a special use permit by the Town of Chateaugay Town Board ("Town Board"); and

**WHEREAS**, on May 5, 2023, the Applicant submitted an application to the Town Board seeking site plan approval and a special use permit for the Facility; and

**WHEREAS**, following a completion of General Municipal Law (GML) referral to Franklin County Planning Board, a coordinated review of the Facility under the State Environmental Quality Review Act (SEQRA) resulting in a negative declaration adopted by the Town Board, and detailed review of the Application materials along with all requisite public hearings, the Town Board, by Resolution No. 44 of 2023, conditionally approved the Site plan and Special Use Permit ("Approval"); and

**WHEREAS**, the Town Board previously approved a Host Community Agreement (HCA) as part of the Approval; and

**WHEREAS**, Applicant is in compliance with all currently applicable conditions on Approval; and

**WHEREAS**, pursuant to Approval Condition No. 2, Applicant proposes to amend and approve its HCA with the Town to reflect a new rate of \$2,000 per megawatt as indicated in the annexed and revised "Host Community Benefit Agreement;" and

**WHEREAS**, given the Applicant's ongoing efforts to work with the Town on the Facility and construct the Facility in accordance with the Approval conditions, extension of site plan approval is warranted for an additional 18 months, as set forth in Solar Law § 7(c)(vi)(1).






**NOW, THEREFORE BE IT RESOLVED** that the Town Board approves the following:

- (1) The amended HCA agreement as annexed hereto; and

(2) Extends site plan approval for the Facility for an additional 18 months, expiring on September 25, 2026.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be filed in the office of the Town of Chateaugay Town Clerk within five (5) days of the date of this Resolution, and shall be mailed to the Applicant within the same five (5) day period.

The foregoing resolution was voted upon with members of the Town Board voting and signing as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain/Absent</u>	<u>Signature</u>
Don Bilow, Supervisor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
William Trombly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kirby Selkirk	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Jim Harrigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Scott Cowan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

STATE OF NEW YORK:  
 COUNTY OF FRANKLIN: ss  
 TOWN OF CHATEAUGAY:

I, **PHYLLIS LEMAY**, Town Clerk for the Town of Chateaugay, Franklin County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the Town of Chateaugay on the 14th day of July, 2025, with the original thereof now on file in my office, and the same is a correct and true copy of said resolution and of the whole thereof.

Dated: <sup>June</sup> ~~July~~ 23, 2025

(SEAL)



**Resolution # 25 of 2025**

**HOST COMMUNITY BENEFIT AGREEMENT**

THIS HOST COMMUNITY BENEFIT AGREEMENT (the “Host Community Benefit Agreement”) is dated as of the 23rd day of June, 2025 (the “Effective Date”), by and between the Town of Chateaugay, a municipal corporation of the State of New York, with offices at 191 E. Main Street, Chateaugay, New York 12920 (the “Town”), and NY USLE Chasm Road I, LLC, (the “Company”) a New York Limited Liability Company duly organized and validly existing under the laws of the State of New York, with offices at 8 British American Blvd., Floor 2, Latham, NY 12110.

**WITNESSETH:**

WHEREAS, the Company is developing or shall develop a 4 MWAC “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487(1)(b) on a portion of property located at 142 Chasm Road, Chateaugay, NY 12920 (Tax Map 60.-2-7.200) in the Town (the “Project”);

WHEREAS, the Company intends to enter into an agreement respecting the Project making provisions for payments in lieu of taxes (the “PILOT Agreement”) by the Company with the County of Franklin Industrial Development Agency (the “IDA”) for the benefit of the Town, Franklin County (the “County”), and the Chateaugay Central School District;

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Town, more specifically that, during the development, construction, and long-term operation of said Project, the Town may incur expenses in connection with its “police powers”;

WHEREAS, in consideration for the impacts on the community with respect to the Project, the Company has agreed to pay a Host Community Benefit Fee (as such term is defined in Section 2.1 below) to the Town, as set forth within this Host Community Benefit Agreement in addition to payments made pursuant to the PILOT Agreement; and

WHEREAS, the Town and the Company wish to memorialize the terms and conditions associated with the payment of the Host Community Benefit Fee and are entering into this Host Community Benefit Agreement for that purpose.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

**Article I - Representations and Covenants.**

Section 1.1. Representations and Covenants of the Town.

The Town makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Town has the power to enter into this Host Community Benefit Agreement and the transaction contemplated by this Host Community Benefit Agreement and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Host Community Benefit Agreement.

(b) The Town has been duly authorized to execute and deliver this Host Community Benefit Agreement.

(c) Neither the execution and delivery of this Host Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Host Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Town is a party or by which it is bound, or will constitute default under any of the foregoing.

#### Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is duly organized and validly existing under the laws of the State of Delaware, has the authority to enter into this Host Community Benefit Agreement and has duly authorized the execution and delivery of this Host Community Benefit Agreement.

(b) Neither the execution and delivery of this Host Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Host Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, a violation of any applicable law, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) To the knowledge of the Company, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public board or body pending to which the Company is a party, nor has the Company received written notice of any such threatened action, suit, proceeding, inquiry or investigation, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Host Community Benefit Agreement.

### **Article II - Payee/Payment of Host Community Benefit Fee.**

#### Section 2.1.

(a) *Host Community Benefit Fee.* In consideration for the potential impacts on the community with respect to the Project, the Company agrees to pay an annual fee to the Town at its address noted above in the initial amount of \$8,000, Eight Thousand and 00/100 Dollars (calculated as \$2,000 per megawatt AC based on Project size of 4 megawatt AC) (the "Host Community Benefit Fee") commencing on the first day of the month that is at least thirty (30) days following the date the Project achieves commercial operation, and on each subsequent anniversary date thereafter (each, a "Payment Date"), which Host Community Benefit Fee shall, effective as of the first anniversary of the Payment Date, and on each subsequent Payment Date, increase by two percent (2%) over the

immediately preceding Host Community Benefit Fee. The Company agrees to make annual payments of the Host Community Benefit Fee until this Host Community Benefit Agreement is terminated. The term “commercial operation” shall mean the later of when the Project has (i) been issued a certificate of completion by the Town, or (ii) commenced generating electricity (excluding any electricity generated during start-up and commissioning of the Project) and delivering such energy to the local utility grid for sale. Notwithstanding the foregoing, should the Company, following the expiration or earlier termination of this Host Community Benefit Agreement, enter into a new PILOT Agreement with the IDA in connection with the repower or other modification of the Project, then this Host Community Benefit Agreement shall be extended automatically for a term equal to the term of the new or extended PILOT Agreement; provided, however, nothing herein shall preclude the Town and the Company from amending this Host Community Agreement.

(b) *Notice: Cure.* In the event the Company fails to pay the Host Community Benefit Fee by the date due under this Host Community Benefit Agreement (a “Monetary Breach”), the Town Board shall provide written notice of the alleged Monetary Breach specifying the details of the alleged Monetary Breach and the amount due. The Company shall cure any Monetary Breaches within thirty (30) days after receipt of such notice.

(c) *Use of Funds; Public Purposes.* The parties agree and acknowledge that the Host Community Benefit Fee payments made hereunder are voluntary and shall be used for any lawful, public purposes to be undertaken by the Town. The Host Community Benefit Fee revenues paid by the Company to the Town are to be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and infrastructural improvements to be provided as a result of the Project’s presence within the Town.

### **Article III - Termination.**

Section 3.1. This Host Community Benefit Agreement shall terminate upon the earlier of (a) full payment of all Host Community Benefit Fees to the Town due under the terms and conditions of this Host Community Benefit Agreement, and full cessation of operation and the decommissioning of Project, or (b) the written agreement of the parties hereto.

### **Article IV - Miscellaneous.**

Section 4.1. This Host Community Benefit Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

Section 4.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered by overnight courier or mailed first class, postage prepaid, as follows:

To the Town:

Town of Chateaugay  
191 E. Main Street  
Chateaugay, New York 12920  
Attention: Town Supervisor

With a copy to:

Pease and Gustafson, LLP  
Attention: Eric J. Gustafson  
40 Main Street  
Massena, New York 13662

To the Company:

NY USLE CHASM ROAD I, LLC  
8 British American Blvd., Floor 2,  
Latham, NY 12110

With a copy to:

Barclay Damon LLP  
Attn: Ari M. Goldberg  
80 State Street  
Albany, New York 12207

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when delivered in the manner provided in this Section.

Section 4.3. This Host Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in or for Franklin County, New York.

Section 4.4.

(a) The obligations and agreements of the Town contained herein shall be deemed the obligations and agreements of the Town, and not of any trustee, officer, agent or employee of the Town or in an individual capacity; and the trustees; officers; agents and employees of the Town shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

Section 4.5. The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under any applicable law, rule or regulation (“Applicable Law”) by either Party shall not be deemed an election of remedies limiting either Party’s right to seek any other remedy otherwise allowed by this Host Community Benefit Agreement or Applicable Law.

#### Section 4.6 ASSIGNMENT BY TOWN.

The Town may transfer or assign any of its rights under this Host Community Benefit Agreement, provided that such transfer or assignment is due to a Town-related financing transaction, without the prior written consent of the Company. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties, subject to the Company’s approval of the forms of such documents.

#### Section 4.7 ASSIGNMENT BY COMPANY

The Company may: (a) assign this Host Community Benefit Agreement to any (i) purchaser or successor in and to the Project, (ii) affiliate or subsidiary of the Company that is controlled by, controlling, or under common control with the Company and is then the owner of the Project, or (iii) persons or entities providing financing for the Project (“Lender”, and such purchaser, affiliate, and Lender are collectively defined as a “Successor”), provided such Successor assumes and agrees to be bound by this Host Community Benefit Agreement by executing and submitting to the Town a notice of assignment and assumption of this Host Community Benefit Agreement, and may (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Host Community Benefit Agreement to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “Lender’s Lien”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Project or any portion thereof solely in accordance with the Company’s rights under this Host Community Benefit Agreement (and subject to the Company’s obligations under this Host Community Benefit Agreement) and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Host Community Benefit Agreement, subject to the Town’s reasonable approval of the forms of such documents. In the event this Host Community Benefit Agreement is assigned to a Successor and the Town consents to the assignment, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in

writing confirmed its acceptance of its obligations. Subject to the requirements set forth herein, nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

**[Signature Page to Host Community Benefit Agreement]**

IN WITNESS WHEREOF, the parties hereto have executed this Host Community Benefit Agreement as of the day and year first above written.

**TOWN**

**Town of Chateaugay**  
**191 East Main Street**  
**Chateaugay, New York 12920**

By: Donald W Bilow, Donald W Bilow 6/23/25  
Name: \_\_\_\_\_  
Title: Town Supervisor

**COMPANY**

**NY USLE CHASM ROAD I, LLC**  
**8 British American Blvd., Floor 2,**  
**Latham, NY 12110**

By: 46 Aug 1, 2025  
Name: Jacob Carney  
Title: Authorized Signatory





# Chasm Rd - Host Community Agreement

Final Audit Report

2025-08-01

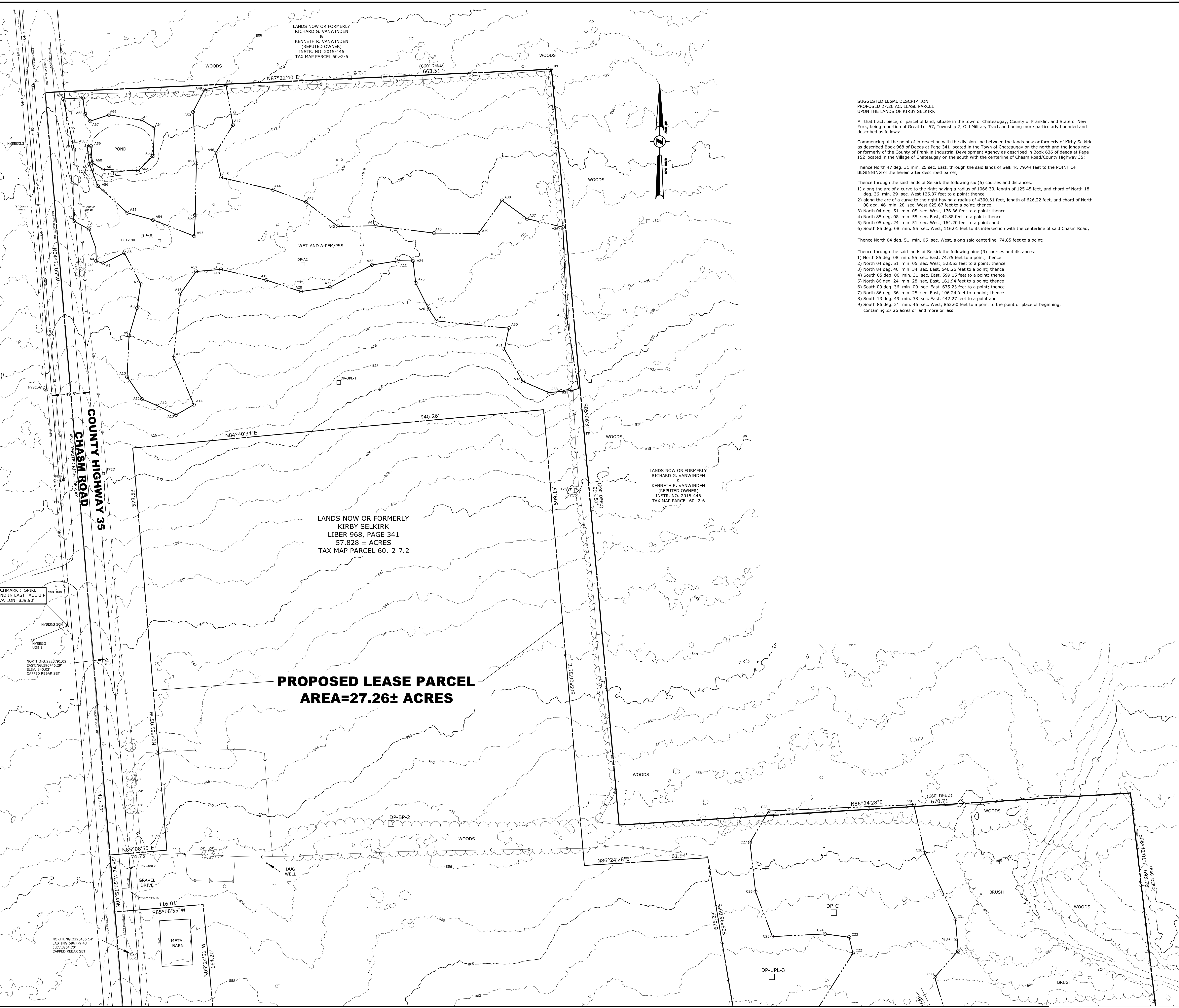
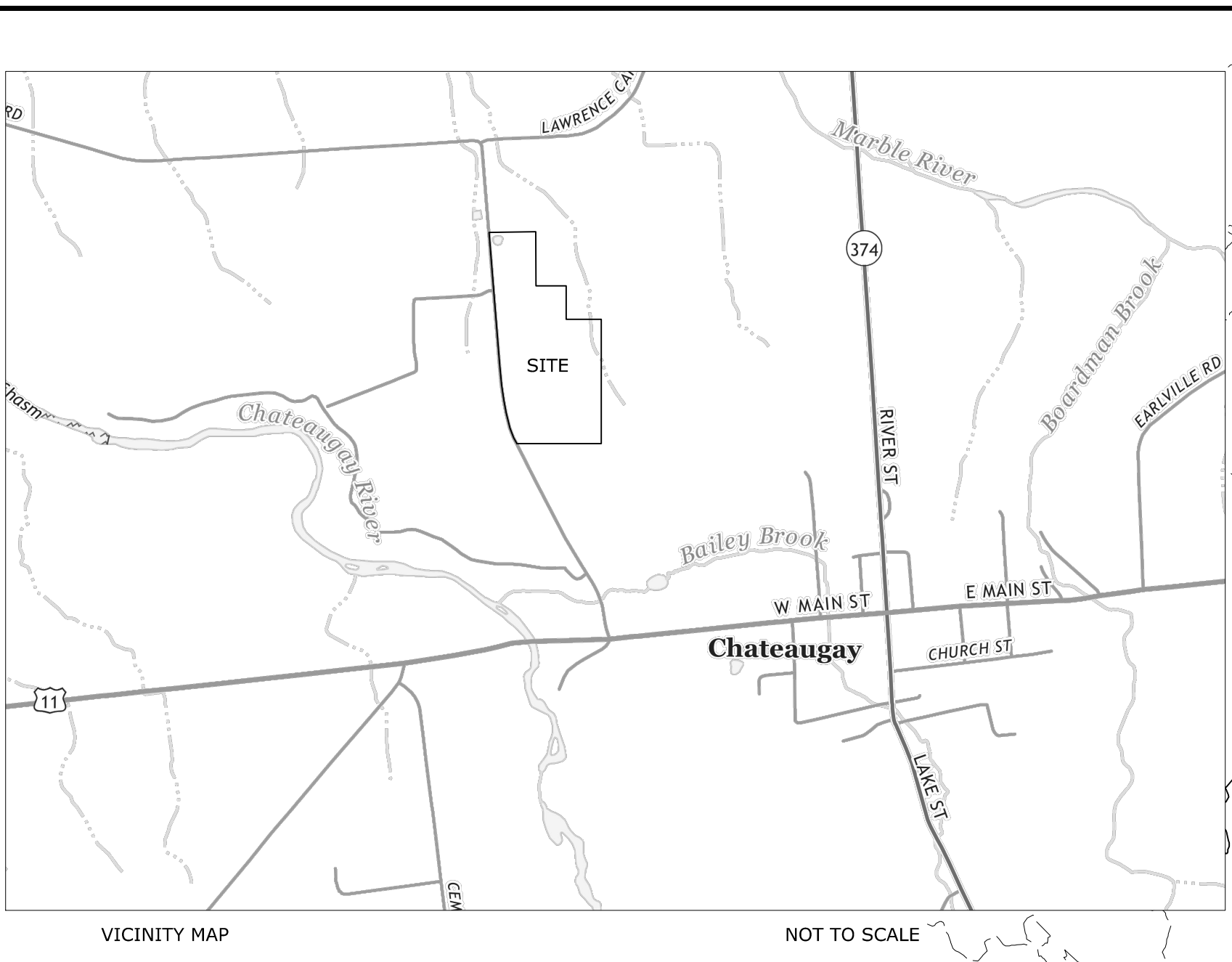
Created:	2025-08-01
By:	Michael Fingar (mfingar@38degreesn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApMN5M1uizikWq0z58ruLS4ES99WOoCII

## "Chasm Rd - Host Community Agreement" History

-  Document created by Michael Fingar (mfingar@38degreesn.com)  
2025-08-01 - 7:54:54 PM GMT
-  Document emailed to Jacob Carney (jcarney@38degreesn.com) for signature  
2025-08-01 - 7:57:20 PM GMT
-  Email viewed by Jacob Carney (jcarney@38degreesn.com)  
2025-08-01 - 9:12:50 PM GMT
-  Document e-signed by Jacob Carney (jcarney@38degreesn.com)  
Signature Date: 2025-08-01 - 9:13:08 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-01 - 9:13:08 PM GMT







MAP NOTES:

- 1. INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED DURING THE MONTH OF MARCH 2023.
2. NORTH ORIENTATION IS GRID NORTH AND IS BASED ON THE NEW YORK STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83, US SURVEY FOOT.
3. VERTICAL DATUM SHOWN HEREON IS NAVD 88 AND WAS OBTAINED THROUGH GPS OBSERVATIONS.
4. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM DATA OBTAINED BY OTHERS. SURFACE FEATURES SUCH AS CATCH BASIN RIMS, MANHOLE COVERS, WATER VALVES, GAS VALVES, ETC. ARE THE RESULT OF FIELD SURVEY UNLESS NOTED OTHERWISE. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH IS NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. DIG SAFELY NEW YORK MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION, AND CONSTRUCTION.
5. A FIELD DELINEATION OF WETLANDS AND OTHER WATERS OF THE U.S. WAS CONDUCTED BY C.T. MALE STAFF ON NOVEMBER 08-10, 2022 FOR THE PROPERTY LOCATED AT 142 CHASM ROAD IN THE TOWN OF CHATEAUGAY, FRANKLIN COUNTY, NEW YORK. FIELD WORK WAS DONE IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE NORTHCENTRAL AND NORTHEAST REGIONAL SUPPLEMENT AND THE 2020 WATERS OF THE U.S. (WOTUS) DEFINITION AND THE NYSDEC FRESHWATER WETLAND DELINEATION MANUAL DATED JULY 1995.
6. CONTOURS SHOWN HEREON ARE BASED ON LIDAR CONTOURS OBTAINED FROM THE NEW YORK STATE GIS CLEARINGHOUSE AND FIELD VERIFIED DURING THE MONTH OF MARCH, 2023.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C. T. MALE ASSOCIATES, P.C. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND TITLE REFERENCE IS MADE TO TITLE SEARCH ISSUED BY CHICAGO TITLE INSURANCE COMPANY, LLC NUMBER 2317-0483581, DATED FEBRUARY 02, 2023. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTINUATION TO THE PRESENT.
8. ACCORDING TO THE FEMA FLOOD MAP SERVICE CENTER FEMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THE SURVEYED PARCEL'S LOCATION. NO FLOOD MAP HAS PUBLISHED AT THIS TIME.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN THE PROPOSED PARCEL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THE UNDERSIGNED IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
11. THE SUBJECT PARCEL MAY BE SUBJECT TO THE FOLLOWING EASEMENTS, RIGHT OF WAYS AND APPROPRIATIONS OF RECORD.
- RIGHT OF WAY CONVEYED FROM FRED C. BUSH TO MOUNTAIN HOME TELEPHONE AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 391, PAGE 304. RIGHT OF WAY IS BLANKET IN NATURE.
- APPROPRIATION CONVEYED FROM GEORGE & LUCY DECHAMBEAU TO FRANKLIN COUNTY AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 244, PAGE 394. LOCATION OF APPROPRIATION CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS.
- EASEMENT CONVEYED FROM RUSSELL DECHAMBEAU TO NEW YORK STATE ELECTRIC & GAS CORPORATION AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 391, PAGE 331. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHASM ROAD.
- EASEMENT CONVEYED FROM RUSSELL DECHAMBEAU TO NEW YORK STATE ELECTRIC & GAS CORPORATION AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 442, PAGE 551. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHASM ROAD.
- EASEMENT CONVEYED FROM PETER B. & BARBARA B. DAVIS TO NEW YORK TELEPHONE COMPANY AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 468, PAGE 869. EASEMENT IS BLANKET IN NATURE.
- MEMORANDUM OF LEASE AND SOLAR EASEMENT BETWEEN KIRBY SELKIRK AND SOLITUDE SOLAR d/b/a U.S. LIGHT ENERGY RECORDED IN INSTRUMENT NUMBER 2022-6872. PROPOSED LEASE PARCEL OUTLINE SHOWN HEREON.

SUGGESTED LEGAL DESCRIPTION
PROPOSED 27.26 AC. LEASE PARCEL
UPON THE LANDS OF KIRBY SELKIRK

All that tract, piece, or parcel of land, situate in the town of Chateaugay, County of Franklin, and State of New York, being a portion of Great Lot 57, Township 7, Old Military Tract, and being more particularly bounded and described as follows:

Commencing at the point of intersection with the division line between the lands now or formerly of Kirby Selkirk as described Book 968 of Deeds at Page 341 located in the Town of Chateaugay on the north and the lands now or formerly of the County of Franklin Industrial Development Agency as described in Book 636 of Deeds at Page 152 located in the Village of Chateaugay on the south with the centerline of Chasm Road/County Highway 35;

Thence North 47 deg. 31 min. 25 sec. East, through the said lands of Selkirk, 79.44 feet to the POINT OF BEGINNING of the herein after described parcel;

Thence through the said lands of Selkirk the following six (6) courses and distances:
1) along the arc of a curve to the right having a radius of 1066.30, length of 125.45 feet, and chord of North 18 deg. 36 min. 29 sec. West 125.37 feet to a point; thence
2) along the arc of a curve to the right having a radius of 4200.61 feet, length of 626.22 feet, and chord of North 08 deg. 46 min. 28 sec. West 625.67 feet to a point; thence
3) North 04 deg. 51 min. 05 sec. West, 176.36 feet to a point; thence
4) North 85 deg. 08 min. 55 sec. East, 42.88 feet to a point; thence
5) North 05 deg. 24 min. 51 sec. West, 164.20 feet to a point; and
6) South 85 deg. 08 min. 55 sec. West, 116.01 feet to its intersection with the centerline of said Chasm Road;

Thence North 04 deg. 51 min. 05 sec. West, along said centerline, 74.85 feet to a point;

Thence through the said lands of Selkirk the following nine (9) courses and distances:
1) North 85 deg. 08 min. 55 sec. East, 74.75 feet to a point; thence
2) North 04 deg. 51 min. 05 sec. West, 528.53 feet to a point; thence
3) North 04 deg. 40 min. 34 sec. East, 540.26 feet to a point; thence
4) South 05 deg. 06 min. 31 sec. East, 599.15 feet to a point; thence
5) North 86 deg. 24 min. 28 sec. East, 161.94 feet to a point; thence
6) South 09 deg. 36 min. 09 sec. East, 675.23 feet to a point; thence
7) North 86 deg. 36 min. 25 sec. East, 106.24 feet to a point; thence
8) South 13 deg. 49 min. 38 sec. East, 442.27 feet to a point and
9) South 86 deg. 31 min. 46 sec. West, 863.60 feet to a point to the point or place of beginning, containing 27.26 acres of land more or less.

PROPOSED LEASE PARCEL
AREA=27.26± ACRES

LANDS NOW OR FORMERLY
KIRBY SELKIRK
LIBER 968, PAGE 341
57.828 ± ACRES
TAX MAP PARCEL 60.-2-7.2

LANDS NOW OR FORMERLY
RICHARD G. VANWINDEN
&
KENNETH R. VANWINDEN
(REPUTED OWNER)
INSTR. NO. 2015-446
TAX MAP PARCEL 60.-2-6

LEGEND

- CHP CAPPED IRON ROD FOUND
IRF IRON PIPE FOUND
R-1 SURVEY CONTROL POINT
UTILITY POLE
GUY WIRE
TRANS ELECTRIC TRANSFORMER
TELEPHONE PEDESTAL BOX
CORRUGATED METAL PIPE
WETLAND AREA
WETLAND FLAG (AS NOTED)
DATA POINT
ROAD SIGN (AS NOTED)
DECIDUOUS TREE
OVERHEAD UTILITIES
ELECTRIC FENCE
PAGEWIRE FENCE



This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2023 Minimum Standard Detail Requirements for ALTA and NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2.3, 4.5, 6(a), 8, 11(a), 13, 16, and 17 of Table A thereof.

The Fieldwork Was Completed on March 28, 2023.
Date of Map: May 24, 2023
David J. Uhrinek, PLS #050052 DATE

DAVID J. UHRIK, PLS
P.L.S. NO. 050052



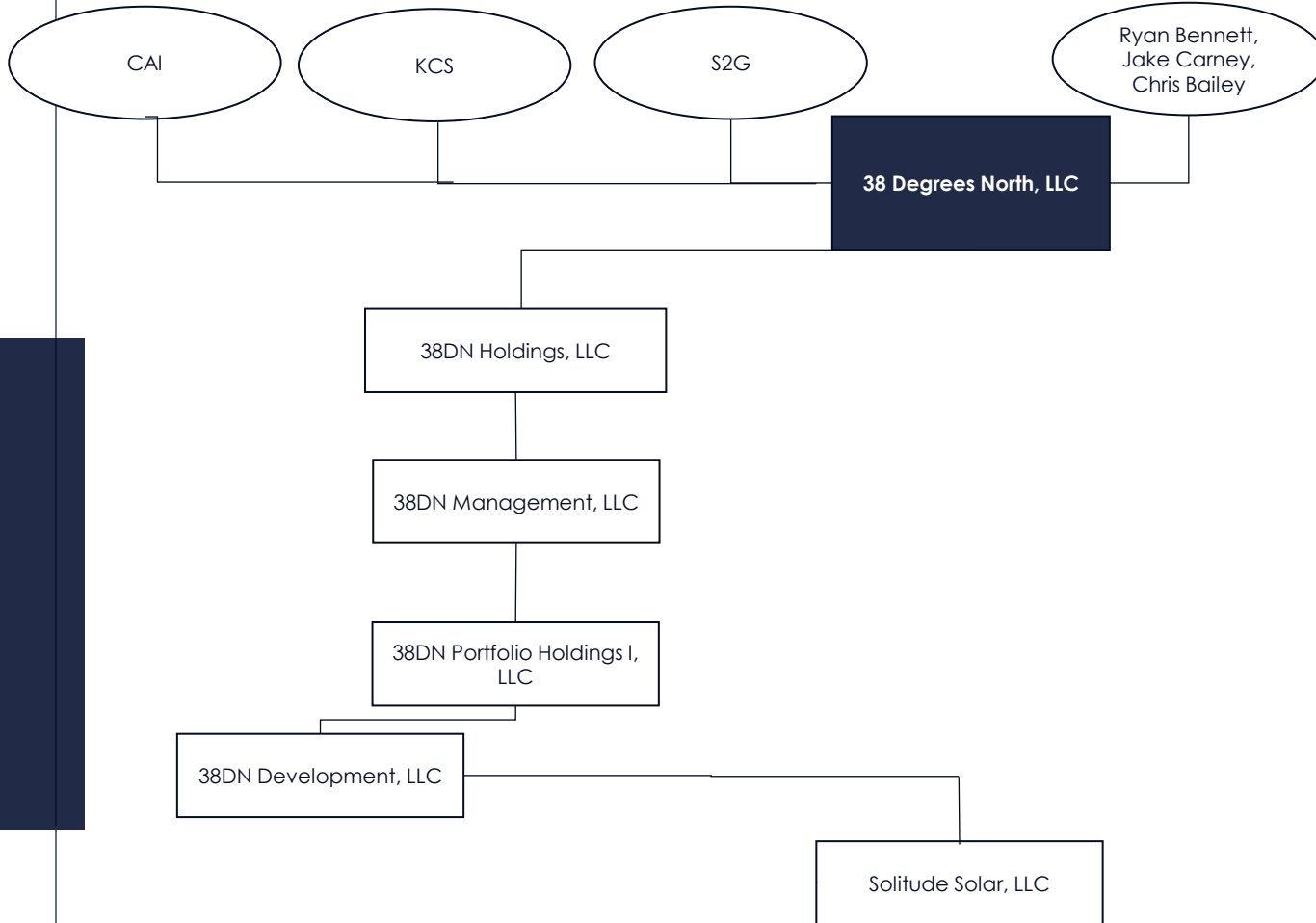
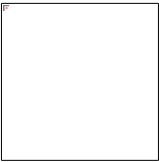
Table with columns: DATE, REVISIONS RECORD/DESCRIPTION, DRAFTER, CHECK, APPR., UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW. Includes entries for Certification on 06/07/23.

ALTA/NSPS LAND TITLE SURVEY
PROPOSED LEASE PARCEL
UPON THE LANDS NOW OR FORMERLY OF
KIRBY SELKIRK
TOWN OF CHATEAUGAY TAX MAP PARCEL NO. 60.-2-7.2
KNOWN AS 142 CHASM ROAD
FRANKLIN COUNTY, NEW YORK
C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400
COBLESKILL NY • GLENS FALLS, NY • POUQUICKESIE, NY
JOHNSTOWN, NY • RED HOOK, NY • SYRACUSE, NY
SHEET 1 OF 2
DWG. NO: 23-0230





# 38 DEGREES NORTH, LLC





## MERGER AND PURCHASE AGREEMENT

This MERGER AND PURCHASE AGREEMENT, dated as of June 27, 2025, is made and entered into by and among USLE Holdings, LLC, a Delaware limited liability company (“Seller”), Kimmeridge Clean Energy, LLC, a Delaware limited liability company (“Kimmeridge”), 38 Degrees North, LLC, a Delaware limited liability company (“Buyer”) and Henry Makansi, an individual, solely in his capacity as the representative for the Seller (the “Seller Representative”). Seller, Kimmeridge and Buyer are referred to, collectively, as the “Parties” and each, individually, as a “Party.”

### RECITALS

WHEREAS, Seller is the owner of 100% of the issued and outstanding Equity Interests of Solitude Solar, LLC, a New York limited liability company (the “Target Company” and such membership interests, the “Target Interests”);

WHEREAS, Kimmeridge is the owner of a majority of the issued and outstanding Equity Interests of Seller and will directly or indirectly derive benefits from Seller entering into this Agreement;

WHEREAS, the Target Company directly or indirectly owns 100% of the issued and outstanding membership interests of each limited liability company set forth on Schedule 1.1-P (each, a “Project Company” and collectively, the “Project Companies”);

WHEREAS, each Project Company owns certain assets related to, and is engaged in, the development, financing, construction, interconnection, operation, ownership and maintenance of the solar photovoltaic energy generation project set forth opposite such Project Company’s name on Schedule 1.1-P (each, a “Project” and collectively, the “Projects”);

WHEREAS, in accordance with the terms and conditions of this Agreement and the Rollover Agreement, to be entered into by and between Buyer and Seller simultaneously with the execution and delivery of this Agreement, (a) Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, a portion of the Target Interests (the “Purchased Target Interests”), and (b) Seller desires to contribute to Buyer, and Buyer desires to accept from Seller, the Target Interests that are not Purchased Target Interests (the “Contributed Target Interests”);

WHEREAS, as consideration for the Target Interests, (a) Buyer shall pay to Seller the Cash Purchase Price and (b) Buyer shall issue to Seller 9,581,307 Class A-2 Preferred Units in accordance with the LLC Agreement, 354,192 Class C Preferred Units in accordance with the LLC Agreement and 8,517 Class A-2 Common Units in accordance with the LLC Agreement (collectively, the “Rollover Interests”, and such transaction, the “Rollover”).

WHEREAS, immediately following the consummation of the Rollover, Seller shall distribute the Cash Purchase Price and Rollover Interests to certain USLE Equity Holders in a complete liquidation of Seller, pursuant to a consent, waiver and amendment executed by certain USLE Equity Holders and managers of Seller (such transaction, the “Distribution” and such agreement, the “Distribution Consent”).