

INITIAL PROJECT RESOLUTION

IDA Resolution 2024-09

(NY USLE Chasm Rd I LLC Project)

A regular meeting of the County of Franklin Industrial Development Agency was convened on Wednesday, April 10, 2024.

The meeting was called to order by the Chairman, with the following members being:

PRESENT: James Ellis
Archie McKee
Nate Monette
Clyde Rabideau

ABSENT: Sherry Boyea
Melissa Mills
Nick Russell

THE FOLLOWING PERSONS

WERE ALSO PRESENT: Jeremy Evans, CEO
Paul Ellis, CFO
Maria Bourgeois, Operations Manager
Katie Kemp, Barclay Damon (NY USLE Chasm Road LLC)

On motion duly made by Archie McKee and seconded by Nate Monette, the following resolution was placed before the members of the County of Franklin Industrial Development Agency:

Resolution No. 2024-09

RESOLUTION OF THE COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY (THE “AGENCY”) (i) ACCEPTING THE APPLICATION OF NY USLE CHASM RD I LLC (THE “COMPANY”) WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW); (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY; AND (iv) AUTHORIZING THE NEGOTIATION OF CERTAIN AGREEMENTS RELATING TO THE PROJECT

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 453 of the Laws of 1970 of the State of New York, (hereinafter collectively called the “Act”), the **COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter called the “Agency”) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing, renewable energy and commercial facilities as authorized by the Act; and; and

WHEREAS, **NY USLE CHASM RD I, LLC**, for itself and/or for an entity or entities to be formed (collectively, the “Company”), has submitted an application to the Agency requesting the Agency’s assistance with a certain project (the “Project”) consisting of (i) the acquisition by the Agency of a leasehold interest in an approximately 27 acre portion of an approximately 48 acre parcel of real property located at 142 Chasm Road in the Town of Chateaugay, New York (the “Land”, being more particularly described as a portion of tax parcel No. 60.00-2-7.200, as may be subdivided); (ii) the planning, design, construction and operation of a 4.0 MWac ground-mounted community solar power facility, including panel foundations, inverters, transformers, interconnect wiring, on and offsite utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the “Improvements”); (iii) the acquisition of and installation in and around the Land and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment” and, collectively with, the Land and the Improvements, the “Facility”); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the “Straight Lease Transaction”); and

WHEREAS, the Agency is contemplating providing financial assistance to the Company with respect to the Project (collectively, the “Financial Assistance”) in the form of: (A) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility; and (B) a partial real property tax abatement through a payment-in-lieu-of-tax agreement (the “PILOT Agreement”), pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of each affected tax jurisdiction (the “Affected Tax Jurisdictions”); and

WHEREAS, pursuant to and in accordance with Section 859-a of the Act, the Agency desires to schedule and conduct a public hearing relating to the Project and the proposed Financial Assistance; and

WHEREAS, the Agency desires to (i) accept the Application, (ii) describe the forms of contemplated financial assistance; and (iii) authorize the scheduling and conduct of a public hearing pursuant to and in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to (i) acquire a leasehold interest in the Land, Improvements and the Equipment constituting the Facility, (ii) lease the Agency's interest in the Land, Improvements and Equipment constituting the Facility to the Company pursuant to a lease agreement to be negotiated, and (iii) enter into a Straight Lease Transaction; and

(C) Subject to the terms and conditions set forth within Section 4, hereof, the Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing capital investment and employment opportunities in the Town of Chateaugay and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's Application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other facility or plant to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project, and (iii) a partial real property tax abatement through a payment-in-lieu-of-tax agreement (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of the Affected Tax Jurisdictions.

Section 3. The Agency further authorizes the scheduling and conduct of a public hearing as required by Section 859-a of the Act (the "Public Hearing"). Prior to such Public Hearing, The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency are hereby authorized and directed to negotiate the terms of one or more PILOT Agreements for the Project in accordance with the Agency's Uniform Tax Exemption Policy ("UTEP").

Section 4. The Agency's formal inducement to undertake the Project and approve the Financial Assistance shall be by one or more further resolutions of the Agency and shall be subject to the terms and conditions as are set forth therein.

Section 5. Harris Beach PLLC, as Transaction Counsel for the Agency, is hereby authorized to work with Agency General Counsel and counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the conduct of the Public Hearing and the authorization and undertaking of the Project.

Section 6. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency are hereby authorized and directed to negotiate, but not execute, certain lease agreements, an Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), the PILOT Agreement(s), and related documents to undertake the Straight Lease Transaction. The Agency's authorization of the Project and the Financial Assistance shall be subject to the adoption of Agency resolutions relative to same.

Section 7. The Chairman, Vice Chairman and Chief Executive Officer of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further

things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 9. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Member	YEA	NAY	ABSTAIN	ABSENT
Boyea, Sherry				X
Ellis, James	X			
McKee, Archie	X			
Mills, Melissa				X
Monette, Nate	X			
Rabideau, Clyde	X			
Russell, Nick				X

Resolution 2024-09 was thereupon duly adopted.

SECRETARY'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF FRANKLIN) SS:

I, the undersigned Secretary of the County of Franklin Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the County of Franklin Industrial Development Agency (the “Agency”), including the resolution contained therein, held on April 10, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this 11th day of April, 2024.

Nick Russell

Nick Russell (Apr 11, 2024 12:46 EDT)

Nick Russell, Secretary

FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FRANKLIN COUNTY CIVIC DEVELOPMENT CORPORATION

355 West Main Street, Suite 428

Malone, New York 12953

(518) 483-9472

www.adirondackfrontier.com

info@adirondackfrontier.com

JOINT APPLICATION FOR FINANCIAL ASSISTANCE

A. APPLICANT INFORMATION

Company Name	NY USLE Chasm Rd I, LLC.
Address	830 New Loudon Road Latham, NY 12110
Phone Number	(518) 288-7800
FEIN	92-3211200
Contact Person Name and Title	Toni Popolizio, CFO
Email	TPopolizio@uslightenergy.com
Date of Submission	3/7/24

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

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	830 New Loudon Road, 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	Katie Kemp
Firm Name	Barclay Damon, LLP
Principal Attorney	Katie Kemp
Address	80 State Street, Albany, NY 12207
Phone	(518) 429-4220
Email	ckemp@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.
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	142 Chasm Road, Chateaugay, NY 12920
Municipality	Town of Chateaugay
School District	Chateaugay
Tax Map Number(s)	60.-2-7.200

3. Total Project Cost:

\$9,602,646

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

PILOT/Straight Lease

Sales & Use Tax Exemption

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

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	\$14,000 annual rent
Buildings-Construction/Renovation (No FF&E)	N/A
Utilities, roads and appurtenant costs	\$812,960
Machinery and Equipment (All FF&E)	\$4,745,458
Soft Costs (Architect, Legal and Engineering)	\$301,170

Costs of Bond issue	N/A
Construction Loan Fees and interest	N/A
Other (specify) Labor	\$3,729,058
Total Project Costs	\$9,602,646

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.

\$3,031,757.95 ITC
\$1,503,689.04 NYSERDA

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) | \$ 2,958,500 |
| 3. Site equipment and FF&E costs
(on-production equipment from inverter to interconnection,
including site fencing, security and other equipment) | \$ 1,786,958 |
| 4. Site work and land preparation costs
(earthwork, roadways, landscaping, and site plan
improvements, highway cuts, wetland mitigation and
other onsite infrastructure costs) | \$ 108,618 |
| 5. All interconnection costs whether direct or indirect
expense through utility | \$ 704,342 |
| 6. All pre-development costs, including planning, engineering,
site plan and permitting | \$ 166,584 |
| 7. Battery storage costs | N/A |
| 8. Battery storage capacity | N/A |
| 9. All other soft costs including legal, planning and permitting | \$ 134,586 |
| 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. Other (please identify): Labor | \$ 3,729,058 |

15. Site Acquisition Costs \$ _____

16. SPE Sale/Acquisition Price \$ _____

17. Agency fees and costs \$ _____

Total: \$ 9,602,646

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.

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:

n/a

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

Application Checklist

Mandatory attachments/enclosures

Organizational Chart(s)

Site Plan and SEQRA Materials

Ground Lease and Amendments

Surveys and Renderings

Parcel Tax Bills and Receipts

Power Purchase Agreement

Interconnect Agreement

Host Community Agreement

Included?

___ X ___

___ X ___

___ X ___

___ X ___

___ X ___

___ N/A ___

confidential ___

___ 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. Existing Full Time Equivalent employees retained :	0
2. New Full Time Equivalent employees with IDA assistance:	0
3. Time frame for the creation of New Full Time Equivalent employees with IDA assistance:	N/A
4. Existing Part Time Employees:	0
5. New Part Time Employees with IDA assistance:	0
6. Construction Jobs created by the project:	25-40
7. Anticipated dates of construction:	06/2024-12/2024

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.

- Column B:** Indicate the entry level wage for each listed job title either in terms of hourly pay or annual salary.
- Column C:** For each listed job title insert the number of positions that exist at the time of application.
- Column D:** Insert the number of jobs to be created during year one of the Project for each listed job title.
- Column E:** Insert the number of jobs to be created during year two of the Project for each listed job title.
- Column F:** Insert the number of jobs to be created during year three of the Project for each listed job title.
- Column G:** Indicate the total number of jobs to be created for each listed title as a result of the Project. (Column D + Column E + Column F = Column G)

(A) Job Title: (Indicate Existing or New FTE's)	(B) Annual or Hourly Wages	(C) Current Number of Positions	(D) Jobs Created: Year One	(E) Jobs Created: Year Two	(F) Jobs Created: Year Three	(G) Total Jobs Created
n/a	n/a	n/a	n/a	n/a	n/a	n/a
TOTALS:						

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

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

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: \$4,745,458
		Sales and Use Tax Rate: 8.00 %
	B.	Estimated Sales Tax (A X .07375): \$ 349,977.53
2.	Mortgage Recording Tax Exemption (X) 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) (X) 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		
Total		

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*:

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(* - 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.

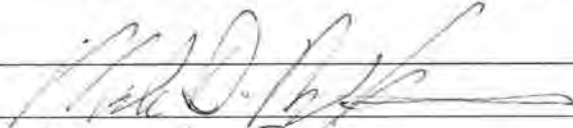
The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material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

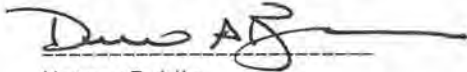
The Company, on behalf of itself and all owners, occupants and/or operators receiving or that will receive financial assistance from the Agency (collectively, the "Recipients") hereby certifies that the Recipients are in substantial compliance with applicable local, state and federal tax, worker protection 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:	
Name:	MARK D. RICHARDSON
Title:	PRESIDENT & CEO

State of New York)
County of ALBANY ss.:

On the 20 day of FEBRUARY in the year 2024 before me, the undersigned, personally appeared MARK D. RICHARDSON, 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.


Notary Public

David A. Kline
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KL6149895
Qualified in Albany County
Commission Expires July 17, 2026

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):	\$

Estimated Benefits of Industrial Development Agency Financial Assistance		
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:	

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:

1. Exempt Project:	a. Residential real estate (less than 4 units), b. Certain not-for-profit corporations with revenue under \$5 million, c. Certain Affordable Housing projects, d. Certain manufactured home park projects, e. Certain projects performed under a pre-hire collective bargaining agreement (e.g., labor peace agreement or project labor agreement), f. Projects funded by § 16-n of the Urban Development Corporation Act or the Downtown Revitalization Initiative, g. 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, h. NYC IDA Food Retail Expansion to Support Health projects, i. NYC EDC Small Business Incubator programs under 10,000 sq. ft., j. NYC Dept. of Education school construction under 60,000 sq. ft., and k. Projects that receive certain tax benefits related to historic rehabilitation.	Yes ☐ X No ☐
2. Covered Project:	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. ¹	Yes ☐ X No ☐
3. Public Fund Exemptions:	a. Affordable New York Housing Program benefits, 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),	Exclude from above total.

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

	c. Funds received for sewer projects or connections to existing sewer lines, d. Tax benefits where the value is unknown at time of construction, e. Tax benefits for Brownfield Cleanup Program, f. Funds for charter school facilities, and g. Any public monies, credits, savings or loans deemed exempt by the Public Subsidy Board.	
4. Public Funds (Public Subsidies):	1. Public entity grants, 2. Savings from fees, rents, interest rates, or loan costs, or insurance costs that are lower than market rate costs, 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 4. Savings from reduced, waived, or forgiven costs (e.g., contingent loan repayments).	Total: \$4,535,446.99 plus PILOT benefits_____ _____
5. Effective Date	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.	
6. Reporting Requirement	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>.

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

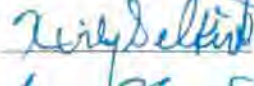
action to abate the conditions causing excessive light or noise impacts. In any such action or proceeding in which the Town prevails the Town shall be entitled to recover its costs and attorney's fees;

- (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:

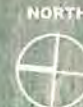
I, **PHYLLIS LEMAY**, Town Clerk for the Town of Chateaugay, Franklin County, New York, DO
HEREBY CERTIFY that I have compared the foregoing resolution duly adopted by the Town Board of the
Town of Chateaugay on the 25 day of September, 2023, with the original thereof now on file in my
office, and the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

Dated: September 25, 2023

(SEAL)



PROJECT NUMBER: 23-3160



DRAWING LIST

PROJECT SUMMARY:

ISSUED FOR REGULATORY APPROVAL

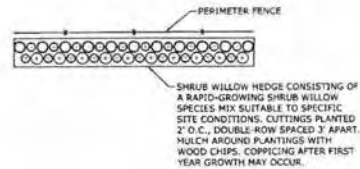
C.T. MALE ASSOCIATES

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. 143, SECTION 2709.



www.ctmale.com

G-001
SHEET 01 OF 13

[illegible]

OVERALL SITE PLAN

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+ AC

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.

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.

NOTE 1: AS MEASURED FROM THE NEAREST RESIDENTIAL STRUCTURE LOCATED AT 28 COUNTY ROUTE 35 TO THE PERIMETER FENCE OF THE SOLAR ENERGY SYSTEM.

NOTE 2: AS MEASURED FROM THE COUNTY ROUTE 35 RIGHT OF WAY TO THE PERIMETER FENCE OF THE SOLAR ENERGY SYSTEM.

1. SITE REGARDING SHALL BE LIMITED TO THE RESTORATION OF DISTURBED AREAS CREATED DURING THE INSTALLATION OF THE SOLAR ENERGY SYSTEM COMPONENTS AND PREVIOUS GRAVEL ACCESS ROAD. PER THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS ALL DISPERSED TORSIGOL OBTAINED DURING CONSTRUCTION SHALL BE STOCKPILED IN THE DESIGNATED STOCKPILE AREA. STOCKPILED TORSIGOL SHALL BE USED IN THE RESTORATION OF DISTURBED AREAS AND ANY EXCESS TORSIGOL SHALL BE REMOVED FROM THE SITE WITHIN THE TIME FRAME SPECIFIED IN THE TORSIGOL CONTRACT. TORSIGOL SHALL BE COMPLETED AT THE CONTRACTOR'S DISCRETION AND SHALL NOT ALTER THE SLOPE OR HYDROLOGY OF THE SITE.
2. WETLAND/WATERCOURSE DELINEATION WAS COMPLETED BY C. T. MALE ASSOCIATES ON NOVEMBER 9, 2022 IN ACCORDANCE WITH THE 1987 U.S. ARMY CORPS OF ENGINEERS (CORPS) WETLAND DELINEATION MANUAL AND THE ADJUTANT GENERAL AND SUPPLEMENTAL REGIONAL SUPPLEMENT, AS WELL AS THE NYSIC FRESHWATER WETLAND DELINEATION MANUAL DATED JULY 1995. LABELED FLAGGING WAS SET IN THE FIELD AND LOCATED WITH A TYPICAL 600' GPS UNIT.
3. PRIOR TO CONSTRUCTION ALL WETLANDS SHALL BE STAKED OUT AND BE FLAGGED THEN ORANGE CONSTRUCTION FENCING SHALL BE INSTALLED. WORK SHALL OCCUR WITHIN THE FLAGGED WETLANDS.
4. ALL SITE WORK SHALL BE COMPLETED IN CONFORMANCE WITH ALL APPLICABLE NYSIDAM GUIDELINES INCLUDING BUT NOT LIMITED TO:
- 4.1. TORSIGOL SPARKING, 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 INITIATION, REVISED 10/18/2019.
- 4.2. THE CONTRACTOR SHALL NOTIFY GSE SAFELY NEW YORK (GSE NY) BY CALL OR EMAIL PRIOR TO CONSTRUCTION.
- 4.3. THE CONTRACTOR SHALL COORDINATE WITH THE NYSIDAM DIVISION TO DETERMINE IF ANY CONSTRUCTION OR RESTORATION WORK IS OCCURRING ON AGRICULTURE LAND. COORDINATION WITH THE NYSIDAM DIVISION OF LAND AND WATER RESOURCES IS REQUIRED TO DEVELOPE A SCHEDULE FOR INSPECTIONS AND ENSURE COMPLIANCE WITH THE DEPARTMENT'S CURRENT GUIDELINES.
5. TREE CLEARING SHALL BE COMPLETED BETWEEN NOVEMBER 2 AND MARCH 31.

OVERALL SITE PLAN WITH IMAGERY

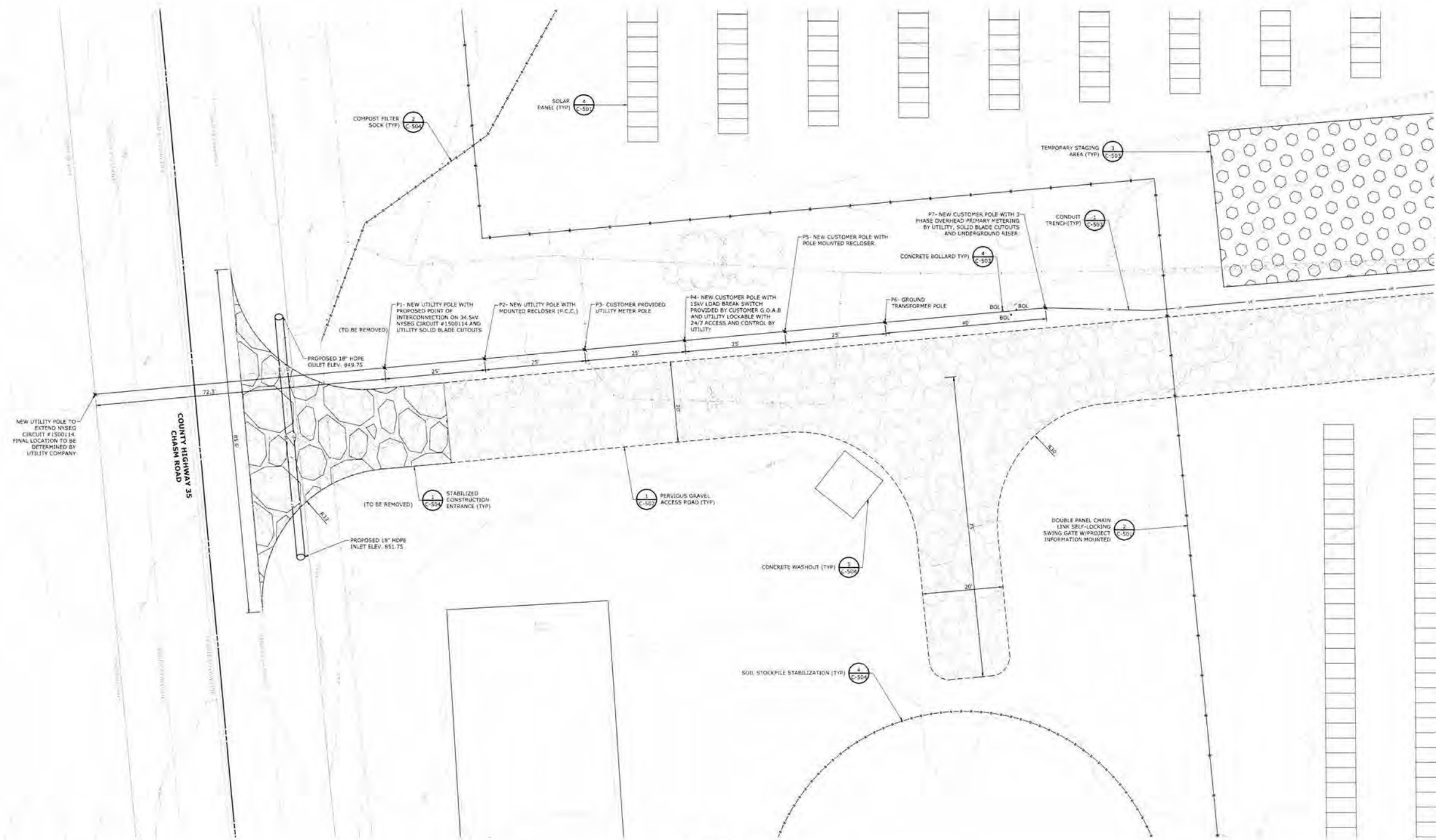
**CHATEAUGAY COMMUNITY SOLAR PROJECT
NY USLE CHASM RD I LLC**

TOWN OF CHATEAUGAY FRANKLIN COUNTY, NEW YORK

C.T. MALE ASSOCIATES
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
840 HOOK, NY • SYRACUSE, NY


C-103
 SHEET 04 OF 1
 DWG NO: 23-023

0190178-23-023



PLAN
SCALE: 1" = 20'
CROSS REFERENCE: NONE



ISSUED FOR REGULATORY APPROVAL

PATRICK C. CERBA P.E. NO. 085538		DATE		REVISIONS RECORD/DESCRIPTION		DRAWN	CHECK	APPR.	UNAPPROVED ALTERATION OR VIOLATION OF THE NEW YORK STATE SEAL OF 2023		ENTRANCE AND UTILITY POLE PLAN	
		6/2/23		REVISIONS PER TDC COMMENT		MLS	MLS	KCS	C.T. MALE ASSOCIATES		CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC	
		6/16/23		REVISIONS PER TDC COMMENT		MLS	MLS	KCS	© 2023		TOWN OF CHATEAUGAY	
									DESIGNED: MLS		FRANKLIN COUNTY, NEW YORK	
									DRAFTED: MLS/SMW		C.T. MALE ASSOCIATES	
									CHECKED: MLS		Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.	
									PROJ. NO: 23-0148		50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400	
									SCALE: AS NOTED		GLENS FALLS, NY • ROUGHKNEPSIE, NY • JOHNSBORO, NY	
									DATE: MAY 4, 2023		300 HOOK, NY • SYRACUSE, NY	

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SHEET 05 OF 13
DWG. NO. 23-0296



- LEGEND:
- PHASE 1 = ±2.25 ACRES
 - PHASE 2 = ±2.70 ACRES
 - PHASE 3 = ±1.90 ACRES
 - PHASE 4 = ±1.60 ACRES
 - PHASE 5 = ±1.78 ACRES
 - PHASE 6 = ±1.93 ACRES
 - PHASE 7 = ±1.84 ACRES
 - PHASE 8 = ±1.63 ACRES
- UTILITY POLE
AREA OF DISTURBANCE LINE
COMPOST FILTER SOCK
ORANGE CONSTRUCTION FENCING
PERIMETER FENCE
PROPOSED TREE LINE
UNDERGROUND ELECTRIC LINE
DELINEATED WETLAND
PVIOUS GRVEL ROAD
AREA OF TREE CLEARING
CONCRETE EQUIPMENT PAD
WILLOW HEDGE

CONSTRUCTION SEQUENCE PLAN:
TOTAL DISTURBANCE = ±27.63 ACRES

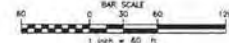
- PHASE 1: INSTALL EROSION AND SEDIMENT CONTROL MEASURES, CHAINLINK FENCE, CLEAR VEGETATION FOR AND INSTALL THE GRAVEL ACCESS ROAD, INSTALL ELECTRICAL CONDUIT AND CONCRETE EQUIPMENT PADS. TOTAL DISTURBANCE = ±2.25 ACRES
- INSTALL ESC MEASURES, INCLUDING STABILIZED CONSTRUCTION ACCESS, SILT FENCE, COMPOST 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 = ±1.9 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 = ±1.60 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 = ±1.78 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 = ±1.93 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 = ±1.84 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 = ±1.63 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.

1 CONSTRUCTION SEQUENCE PLAN
SCALE: 1"=80'
CROSS REFERENCE: NONE



ISSUED FOR REGULATORY APPROVAL

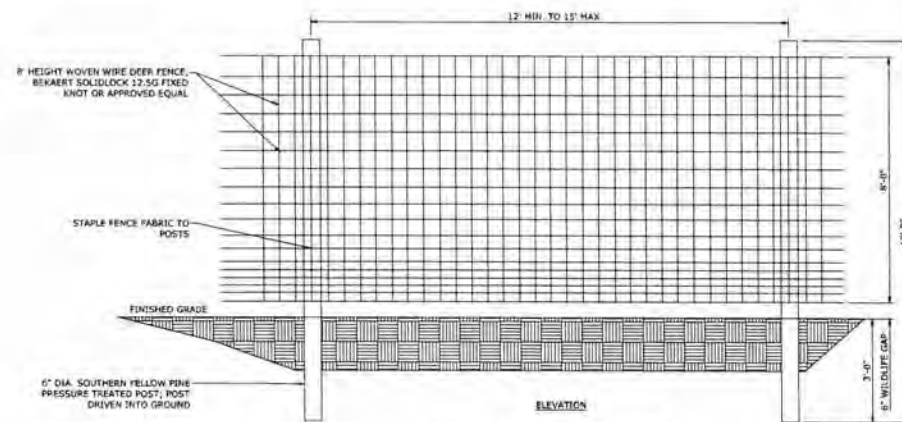
KATHRYN C. SERBA P.E. NO. 086535		DATE	REVISIONS RECORD/DESCRIPTION	DRAWN	CHECK	APPR.	UNAPPROVED ALTERNATE OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EARTHQUAKE LAW	CONSTRUCTION SEQUENCE PLAN	
		8/21/23	REVISIONS PER TDC COMMENT	MLS	MLS	KCS		CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC	
		8/14/23	REVISIONS PER TDC COMMENT	MLS	MLS	KCS	© 2023 C.T. MALE ASSOCIATES DESIGNED: MLS DRAFTED: MLS/SBW CHECKED: MLS PROJ. NO: 23.3168 SCALE: AS NOTED DATE: MAY 4, 2023	TOWN OF CHATEAUGAY 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 GLENS FALLS, NY • ROQUEBLOU, NY • JOHNSTOWN, NY RED HOOK, NY • SYRACUSE, NY	
								C-105 SHEET 06 OF 13 DWG. NO.	

GENERAL NOTES:

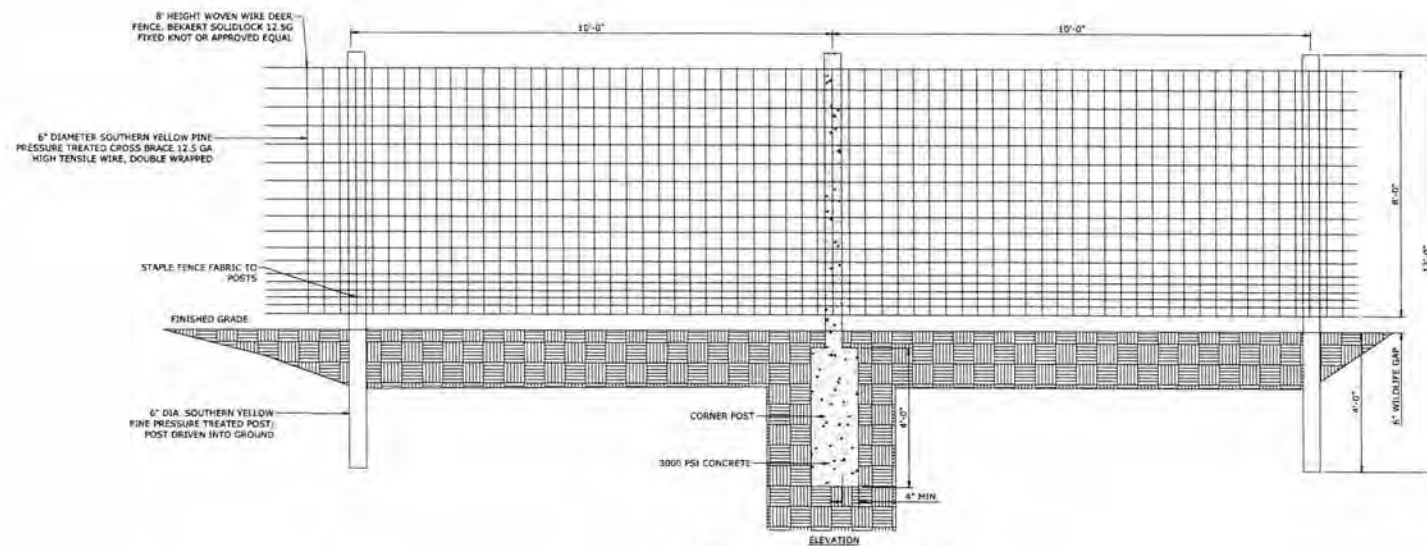
- BEFORE UNDERTAKING ANY CONSTRUCTION ACTIVITY, ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH SITE WORK THAT INVOLVES PHYSICAL GROUND DISTURBANCE ON THE PROJECT SITE SHALL SIGN AND DATE A COPY OF THE CERTIFICATION STATEMENT, WHICH IS LOCATED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), PREPARED 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 THEREIN.
- 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 AND UPDATED SWPPP ONSITE.
- 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, EXCELSDON 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 MAXIMUM EXTENT PRACTICABLE.

GRADING PLAN NOTES:

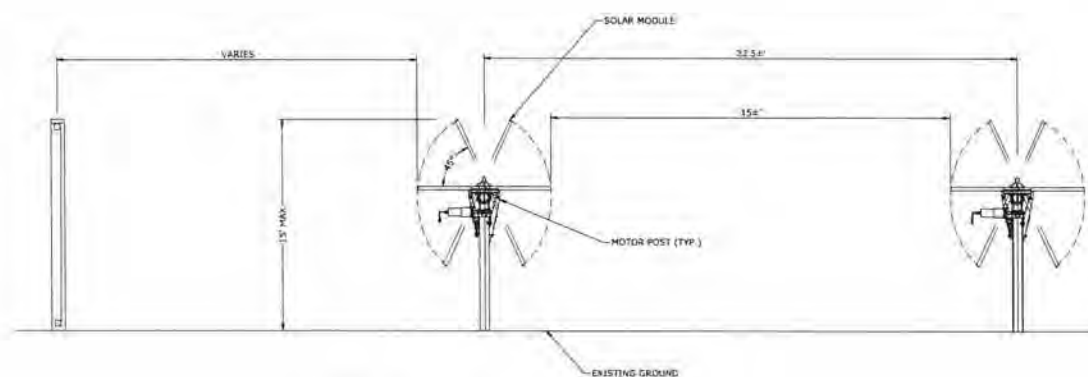
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS HAVING UNDERGROUND UTILITIES ON-SITE OR IN THE RIGHT-OF-WAY THAT MAY BE AFFECTED BY THE WORK, PRIOR TO EXCAVATING AND SITE GRADING.
- SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
- THE CONTRACTOR 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

**3 FENCE CORNER POST**

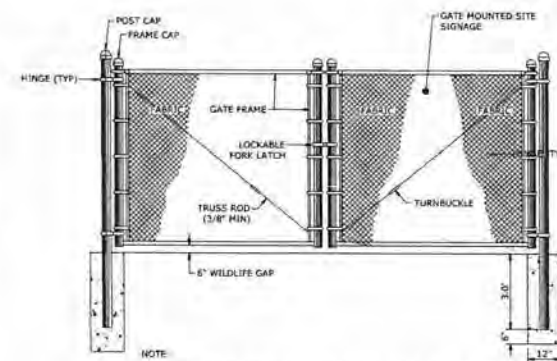
C-501 SCALE: NONE CROSS REFERENCE: NONE

**4 TYPICAL ARRAY SECTION**

C-501 SCALE: NONE CROSS REFERENCE: NONE

**5 SIGNAGE DETAIL**

C-501 SCALE: NONE CROSS REFERENCE: NONE

**2 DOUBLE PANEL SWING GATE**

C-501 SCALE: NONE CROSS REFERENCE: NONE

NOTE:
1. PERIMETER GATE SECURED FOR RESTRICTED ACCESS MUST BE EQUIPPED WITH AN EMERGENCY SERVICES RAPID ENTRY SYSTEM. PROVIDE KNOX EXTERIOR PADLOCK. KNOX PADLOCK SHALL BE DAILY CHAINED WITH OWNER PROVIDED PADLOCK(S).

PROJECT NAME

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

KATHRYN C. SERVA P.E. NO. 085536	DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EROSION CONTROL LAW	SITE DETAILS	
							CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC	
	6/21/23	REVISIONS PER TDC COMMENT	MLS	MLS	ECB	© 2023 C.T. MALE ASSOCIATES	TOWN OF CHATEAUGAY	
	8/4/23	REVISIONS PER TDC COMMENT	MLS	MLS	ECB		FRANKLIN COUNTY, NEW YORK	
						DESIGNED: MLS DRAFTED: MLS/SNN CHECKED: MLS PROJ. NO.: 23-3168 SCALE: AS NOTED DATE: MAY 4, 2023	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 • ROGHKEEPSLE, NY • DOWNTOWN, NY REC. ROOM, NY • SYRACUSE, NY	
							C-501 SHEET 07 OF 13 DWG. NO. 23-0296	

NOTES FOR PERVIOUS ACCESS ROADS:

1. USE OF THIS DETAIL/Criterion IS LIMITED TO ACCESS ROADS USED ON AN OCCASIONAL BASIS ONLY (I.E. PROVIDE ACCESS FOR MOWING, EQUIPMENT REPAIR OR MAINTENANCE, ETC.).
2. LIMITED USE PERVIOUS ACCESS ROAD IS LIMITED TO LOW IMPACT IRREGULAR MAINTENANCE ACCESS ASSOCIATED WITH RENEWABLE ENERGY PROJECTS IN NEW YORK STATE.
3. REMOVE STUMPS, ROCKS AND DEBRIS AS NECESSARY. FILL VOIDS TO MATCH EXISTING NATIVE SOILS AND COMPACTION LEVEL.
4. REMOVED TOPSOIL MAY BE SPREAD IN ADJACENT AREAS AS DIRECTED BY THE PROJECT ENGINEER. COMPACT TO THE DEGREE OF THE NATIVE (SITU) SOIL. DO NOT PLACE IN AN AREA THAT IMPEDES STORMWATER DRAINAGE.
5. GRADE ROADWAY, WHERE NECESSARY, TO NATIVE SOIL AND DESIRED ELEVATION. MINOR GRADING FOR CROSS SLOPE CUT AND FILL MAY BE REQUIRED.
6. REMOVE REFUSE SOILS AS DIRECTED BY THE PROJECT ENGINEER. DO NOT PLACE IN AN AREA THAT IMPEDES STORMWATER DRAINAGE.
7. ROADWAY WIDTH TO BE DETERMINED BY CLIENT.
8. THE LIMITED USE PERVIOUS ACCESS ROAD CROSS SLOPE SHALL BE 2% IN MOST CASES AND SHOULD NOT EXCEED 8%. THE LONGITUDINAL SLOPE OF THE ACCESS DRIVE SHOULD NOT EXCEED 15%.
9. LIMITED USE PERVIOUS ACCESS ROAD IS NOT INTENDED TO BE UTILIZED FOR CONSTRUCTION WHICH MAY SUBJECT THE ACCESS TO SEDIMENT TRACKING. 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.
10. TO ENSURE THAT SOIL IS NOT TRACKED ONTO THE LIMITED USE PERVIOUS ACCESS ROAD, IT SHALL NOT BE USED BY CONSTRUCTION VEHICLES TRANSPORTING SOIL, FILL MATERIAL, ETC. IF THE LIMITED USE PERVIOUS ACCESS IS COMPLETED DURING THE INITIAL PHASES OF CONSTRUCTION, 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.
11. THE LIMITED USE PERVIOUS ACCESS ROAD SHALL NOT BE CONSTRUCTED OR USED UNTIL ALL AREAS SUBJECT TO RUNOFF ONTO THE PERVIOUS ACCESS HAVE ACHIEVED FINAL STABILIZATION.
12. PROJECTS SHOULD AVOID INSTALLATION OF THE LIMITED USE PERVIOUS ACCESS ROAD IN POORLY DRAINED AREAS. HOWEVER IF NO ALTERNATIVE LOCATION IS AVAILABLE, THE PROJECT SHALL UTILIZE WOVEN GEOTEXTILE MATERIAL AS DETAILED IN FOLLOWING NOTES.
13. 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 DETAILED IN APPENDIX A OF GP-D-20-001. THE SUPPORTING CALCULATIONS FOR THIS ANALYSIS ARE INCLUDED IN THE SEPARATELY BOUND SWPPP PREPARED FOR THIS PROJECT.
14. 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:

1. 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.
2. GRAVEL FILL MATERIAL SHALL CONSIST OF 3-4" CLEAN, DURABLE, SHARP-ANGLED CRUSHED STONE OF UNIFORM QUALITY, MEETING THE SPECIFICATIONS OF NYSDOT ITEM 703-02, SIZE DESIGNATION 3-5 OF TABLE 703-5. STONE MAY BE PLACED IN FRONT OF, AND SPREAD WITH, A TRACKED VEHICLE. GRAVEL SHALL NOT BE COMPACTED.
3. GEOGRID SHALL BE MIRAFI EXC110 OR APPROVED EQUAL. GEOGRID SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
4. IF MORE THAN ONE ROLL WIDTH IS REQUIRED, ROLLS SHOULD OVERLAP A MINIMUM OF SIX INCHES.
5. REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER TYPING AND CONNECTIONS.
6. 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 EXC110 GEOGRIDS; 365 SOUTH HOLLAND DRIVE, FENDERGRASS, GA 30068-9990 OR 706-693-2226, WWW.MIRAFI.COM

GEOWEB MATERIAL NOTES:

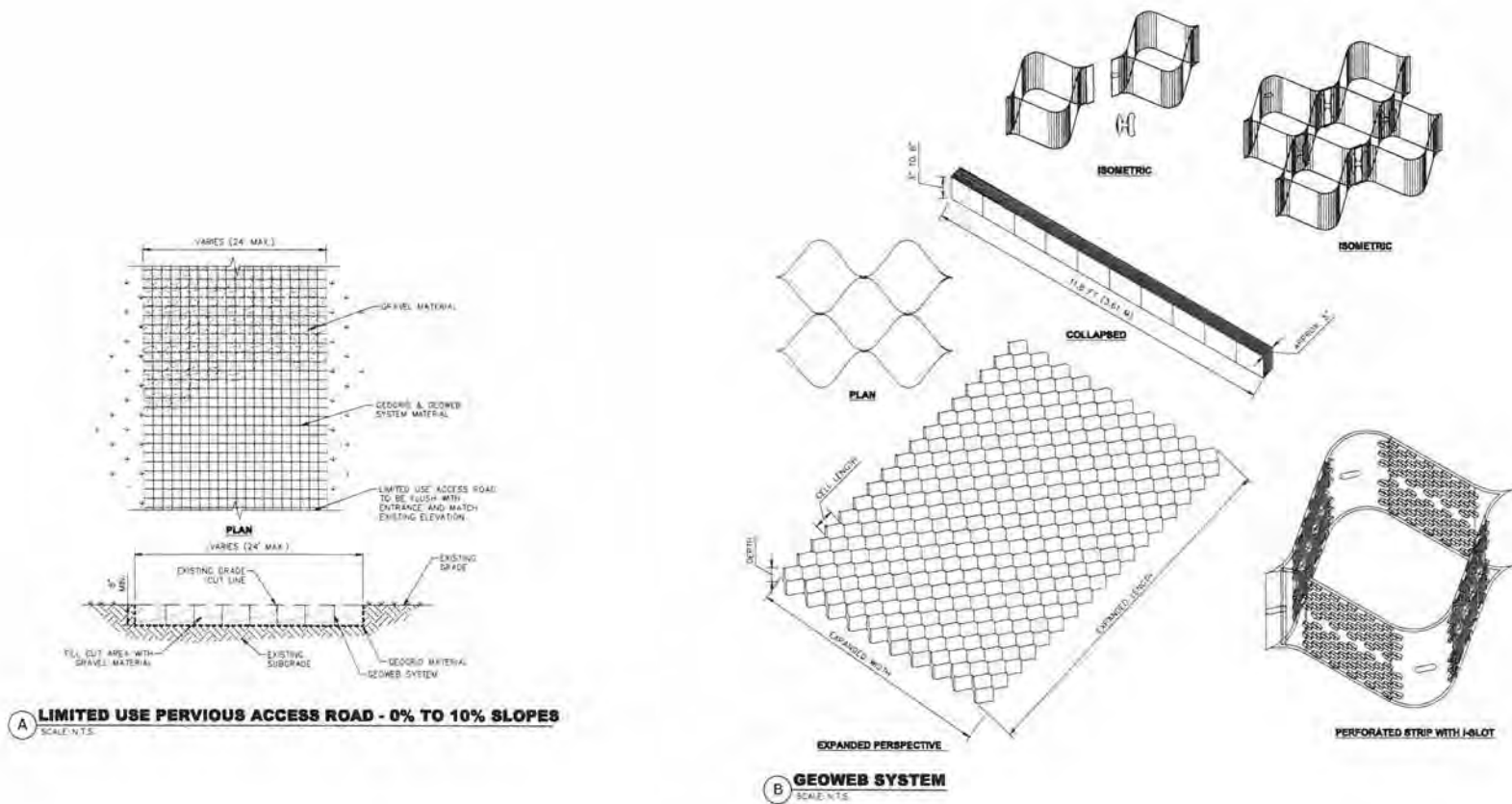
1. THE GEOWEB PRODUCT IS INTENDED TO LIMIT SHIFTING STONE MATERIAL DURING USE.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. WHERE REQUIRED, A NATIVE SOIL WEDGE SHALL BE PLACED TO ACCOMMODATE ROAD CROSS SLOPE OF 2%. NATIVE SOIL SHALL BE COMPACTED TO MATCH EXISTING SOIL CONDITIONS.
4. 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 703-5. STONE MAY BE PLACED IN FRONT OF, AND SPREAD WITH, A TRACKED VEHICLE. GRAVEL SHALL NOT BE COMPACTED.
5. GEOWEB SYSTEM SHALL BE PRESTO GEOSYSTEMS GEOWEB OR APPROVED EQUAL. GEOWEB SHALL BE DESIGNED BASED ON EXISTING SOIL CONDITIONS AND PROPOSED HAUL ROAD SLOPES.
6. 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.
7. THE TOP EDGES OF ADJACENT CELL WALLS SHALL BE FLUSH WHEN CONNECTING. ALIGN THE 1-SLOTS FOR INTERLEAF AND END TO END CONNECTIONS. THE GEOWEB PANELS SHALL BE CONNECTED WITH ATRAPADS AT EACH INTERLEAF AND END TO END CONNECTIONS. REFER TO MANUFACTURER'S SPECIFICATION FOR PROPER INSTALLATION, TYPING AND CONNECTIONS.

BASIS OF DESIGN: PRESTO GEOSYSTEMS GEOWEB; 670 NORTH PERKINS STREET, APPLETON, WI 53014-3424 OR 920-738-1222, INFO@PRESTOGEOD.COM, WWW.PRESTOGEOD.COM

WOVEN GEOTEXTILE MATERIAL NOTES:

1. SPECIFIED GEOTEXTILE WILL ONLY BE UTILIZED IN PLACED SOILS. PLACED SOILS CONSIST OF POORLY DRAINED SOILS COMPOSED OF FINELY TEXTURED PARTICLES AND ARE PRONE TO RUTTING. PLACED SOILS ARE TYPICALLY PRESENT IN LOW-LYING AREAS WITH HYDROLOGIC SOILS GROUP (HSG) OF C OR D, OR AS SPECIFIED FROM AN ENVIRONMENTAL SCIENTIST, SOIL SCIENTIST, OR GEOTECHNICAL DATA.
2. THE CONCERN 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 140N, 365 SOUTH HOLLAND DRIVE, FENDERGRASS, GA 30068-9990 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.

C ACCESS ROAD SECTION - TYP.
SCALE: NONE
CROSS REFERENCE: NONE

ISSUED FOR REGULATORY APPROVAL

KATHRYN C. SERRA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION	DRAWN	CHECK	APPR.	APPROVED BY (PRINT NAME OR SIGNATURE) IN ADDITION TO THE DESIGNER (IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW)	SITE DETAILS	
							CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC	
	9/23/23	REVISIONS FOR THE COMMENT:	MLS	MLS	YES		© 2023 C.T. MALE ASSOCIATES DESIGNED: MLS DRAWN: MLS/SMW CHECKED: MLS PROJ. NO. 23-3166 SCALE: AS NOTED DATE: MAY 8, 2023	
	8/14/23	REVISIONS FOR THE COMMENT:	MLS	MLS	YES			
							TOWN OF CHATEAUGAY	
							C.T. MALE ASSOCIATES Engineering, Surveying, Architecture, Landscape Architecture & Design, D.P.C. 80 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.796.7400 300A TALLA RD - POUGHKEEPSIE, NY - 12601 FAX: 518.796.7401 100 N. 1ST ST. - SYRACUSE, NY	
							C-502 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 FINAL 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 - ERNMXX156 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 - ERNMXX156 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:

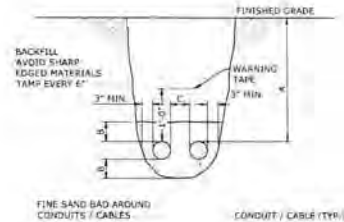
- SILT FENCE OR CFS SHALL BE PLACED ON THE DOWNSLOPE SIDE OF DISTURBED AREAS AND AROUND THE PERIMETER OF SOIL STOCKPILES.
- COMPOST FILTER SOCK SHALL BE PLACED AROUND THE BOUNDARY OF WETLANDS ADJACENT TO THE WORK AREA, AND AT THE EDGE OF WETLANDS AFTER CONSTRUCTION IS COMPLETED.
- SILT FENCE SHALL BE 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 UPWARD 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 CONSIDERATIONS 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.



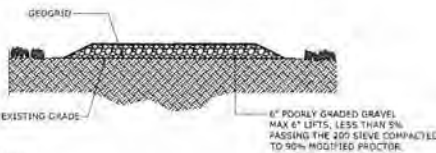
MINIMUM DIMENSIONS			
SERVICE TYPE	A	B	C
≤ 1,000 VOLTS	48"	3"	6"
> 1,000 VOLTS	48"	6"	6"
≤ 1,000 VOLTS DIRECT BURIAL	48"	6"	6"

NOTES:

- PURSUANT TO LOCAL LAW NO. 3 OF 2008 ("SOLAR ENERGY LAW") UNDER § 7-C (V.I.I.), 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 POLICE, WITH NEW BASEMENTS 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 40 PVC. UNDER GRASSY AREAS CONDUIT SHALL BE SCHEDULE 40 PVC.
- CALL BEFORE YOU DIG, DIAL 811 YOU 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.

3 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 1" THICKNESS OF TOPSOIL ON POORLY GRADED GRAVEL WHERE SHOWN AND APPLY GRASS SEED.

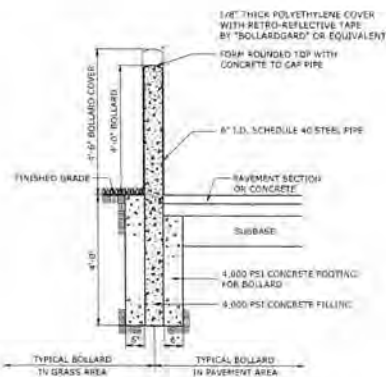
3 TEMPORARY STAGING AREA

SCALE: NONE
CROSS REFERENCE: NONE

NORTHEAST SOLAR POLLINATOR 4" MIX		
GRASSES & GRASS-LIKE SPECIES MIX - ERNMXX156 (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
BOULEGIA CURTPELODIA, BUTTE	SIDEGATS GRAMA, BUTTE	35%
SCOTCHGRASS SCORARIUM, CAMPER	LITTLE BLUESTEM, CAMPER	35%
AGROSTIS PERENNANS, ALBANY PINE BUSH-NY ECOTYPE	AUTUMN BENTGRASS, ALBANY PINE BUSH-NY ECOTYPE	18%
ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED	4%
DIAMORCHISTA FASCICULATA, PA ECOTYPE	PARTRIDGE PEA, PA ECOTYPE	4%
COELOSIS LANCEOLATA	LANCELEAF COREOPSIS	4%
RUDIBECKIA HERZ	BLACKEYED SUSAN	4%
PHYCNANTHEMUM TENUIFOLIUM	NARROWLEAF MOUNTAINPIMT	0.5%
ASTER OBLONGIFOLIUS, PA ECOTYPE	AROMATIC ASTER, PA ECOTYPE	0.5%
ASTER FRENCHTHOIDS, PA ECOTYPE	ZIGZAG ASTER, PA ECOTYPE	0.5%
PENTSTEMON DIGITALIS	TALL WHITE BEARDTONGUE	0.5%
TRIDESCANLIA CHIENSIS, PA ECOTYPE	OHIO SPIDERWORT, PA ECOTYPE	0.5%
ZIZIA ALUREA	GOLDEN ALEXANDERS	0.5%
DEROYTERA FRUTICOSA VAR FRUTICOSA	SUNDROPS	0.3%
SOLIDAGO MEMORALIS, PA ECOTYPE	GRAY GOLDENROD, PA ECOTYPE	0.3%
COMPANY INFORMATION		
ERNST CONSERVATION SEEDS, INC.		
ADDRESS: 8804 MERCER PIKE, MEADVILLE, PA 16335		
PHONE: (800) 623-3323		
WEB: HTTP://WWW.ERNSTSEED.COM		

2 SEED MIXTURES DETAIL

SCALE: NTS
CROSS REFERENCE: NONE



NOTE:

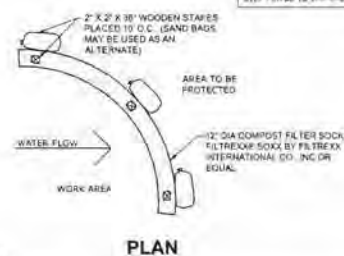
- SEE SITE AND ELECTRICAL PLANS FOR BOLLARD LOCATION.
- BOLLARDS SHALL BE SPACED NOT MORE THAN 3 FEET O.C.
- LOCATION SHALL BE NOT LESS THAN 3 FEET FROM THE OBJECT BEING PROTECTED IN ACCORDANCE WITH FC-NYS PART 311.2.
- COLOR TO BE SELECTED BY OWNER'S REPRESENTATIVE.

4 STEEL AND CONCRETE BOLLARD

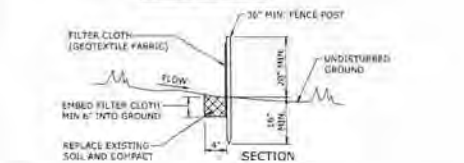
SCALE: NONE
CROSS REFERENCE: NONE

ISSUED FOR REGULATORY APPROVAL

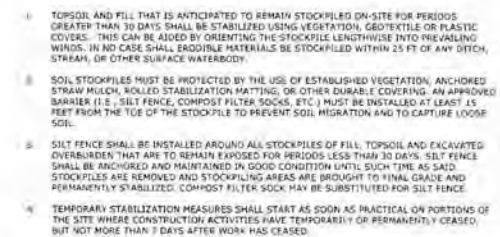
KATHLEEN C. SERA P.E. NO. 085326		DATE	REVISIONS RECORD/DESCRIPTION		DRAWN	CHECK	APPR.	CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC	
REVIEW	1	01/11/23	REVISIONS FOR THE SUBMITTAL	MLS	MLS	MLS	MLS	TOWN OF CHATEAUGAY	
REVIEW	2	01/11/23	REVISIONS FOR THE COMMENT	MLS	MLS	MLS	MLS	FRANKLIN COUNTY, NEW YORK	
DESIGNED	3	01/11/23		MLS	MLS	MLS	MLS	C.T. MALE ASSOCIATES	
DRAWN	4	01/11/23		MLS	MLS	MLS	MLS	Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.	
CHECKED	5	01/11/23		MLS	MLS	MLS	MLS	50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.788.7408	
PROJ. NO.	6	01/11/23		MLS	MLS	MLS	MLS	C-503	
SCALE	7	01/11/23		MLS	MLS	MLS	MLS	50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.788.7408	
DATE	8	01/11/23		MLS	MLS	MLS	MLS	SHEET 09 OF 13	



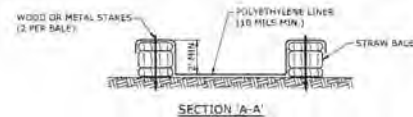
- COMPOST FILTER SOCK**
SCALE: NTS
CROSS REFERENCE: NONE



- 1 STANDARD SILT FENCE**
SCALE: NONE
CROSS REFERENCE: NONE



C-504 SCALE: NONE
CROSS REFERENCE: NONE



C-304 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 AREAS 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



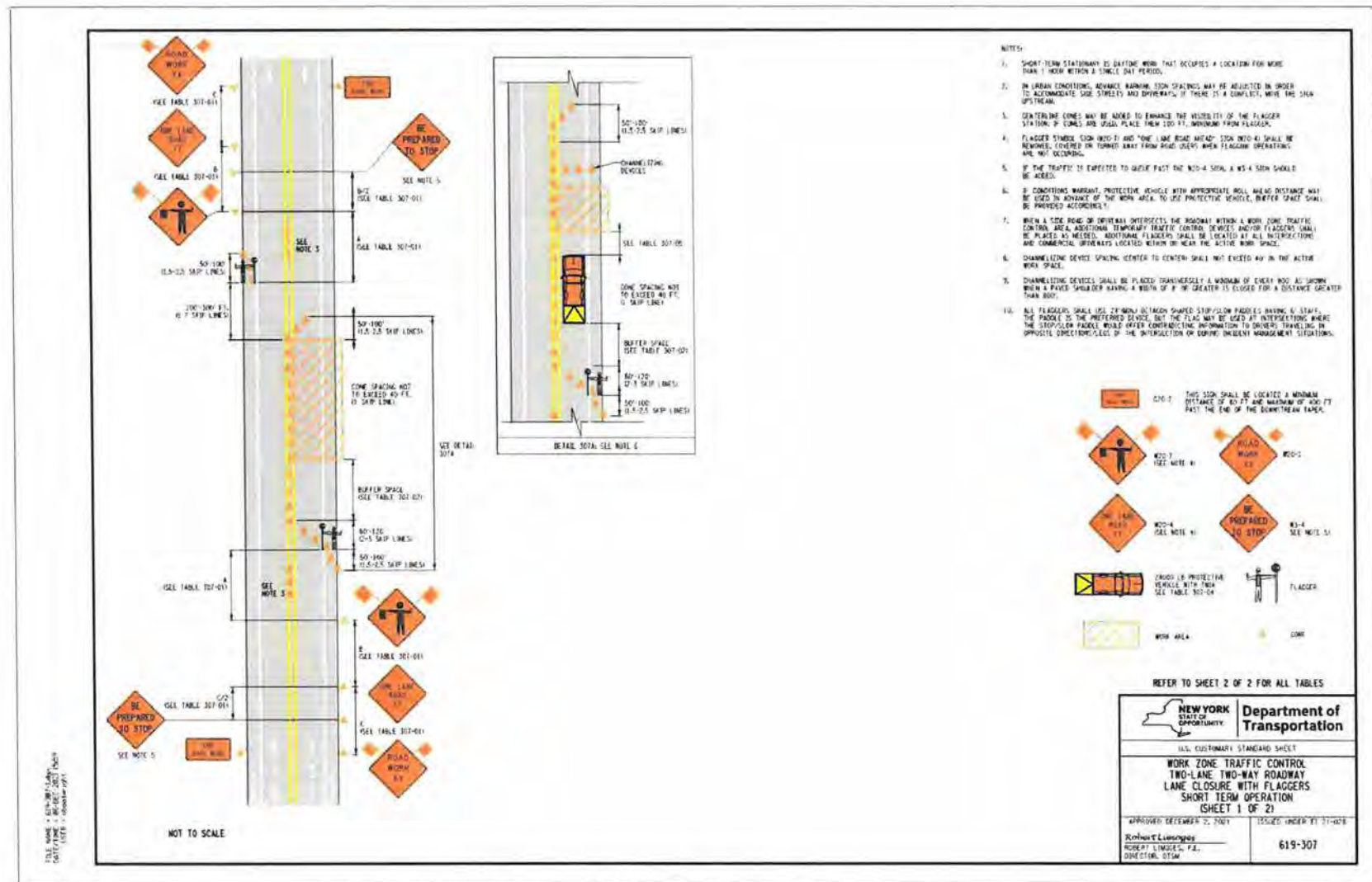
EROSION & SEDIMENT CONTROL DETAILS

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518/784 7180
GLANS FALLS, NY - FOUCHERESSE, NY - JOHNSTOWN, NY
RED HOOK, NY - SYRACUSE, NY



C-504
SHEET 12 OF 13
DWG. NO. 22-020

CATHRYN C. SERRA P.E. NO. 066530	DATE	REVISIONS-RECORD/DESCRIPTION			DRAFTER	CHECK	APPR.	1. ALL PERMITS TO BE OBTAINED PRIOR TO CONSTRUCTION. 2. ALL PERMITS TO BE OBTAINED PRIOR TO CONSTRUCTION. 3. ALL PERMITS TO BE OBTAINED PRIOR TO CONSTRUCTION.	TRAFFIC & MAINTENANCE CONTROL DETAILS
	6/11/23 6/14/23	REVISIONS PER THE COMMENT REVISIONS PER THE COMMENT	HLS HLS	HKS HKS	HKS HKS	HKS HKS	HKS HKS		
									CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD I LLC
									TOWN OF CHATEAUGAY C.T. MALE ASSOCIATES Engineer/Architect/Designer/Planner/Interior Designer 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 GLEN FALLS, NY - FROGHOUSE, NY - BIRCHTON, NY 800.800.8000 NY - SPRINGFIELD, NY
									FRANKLIN COUNTY, NEW YORK C-701 SHEET 13 OF 13 DWG. NO. 23-0796



SHORT DURATION LANE CLOSURE

SCALE: NONE
CROSS REFERENCE: NONE

ISSUED FOR REGULATORY APPROVAL

KATHRYN C. SERBA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION		DRAFTER	CHECK	APPR.	UNAPPROVED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EMBLEMATIC LAW © 2023 C.T. MALE ASSOCIATES DESIGNED: MLS DRAFTED: MLS/SHW CHECKED: MLS PROJ. NO.: 23-3168 SCALE: AS NOTED DATE: MAY 4, 2023	TRAFFIC & MAINTENANCE CONTROL DETAILS			
	8/2/23	REVISIONS PER TCE COMMENT	MLS	MLS	KCS	TOWN OF CHATEAUGAY C.T. MALE ASSOCIATES Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 516-784-7400 GLENS FALLS, NY • ROSSHEESBURG, NY • JOHNSTOWN, NY BED BROOK, NY • STRAUSSE, NY		CHATEAUGAY COMMUNITY SOLAR PROJECT NY USLE CHASM RD 1 LLC			FRANKLIN COUNTY, NEW YORK
	8/4/23	REVISIONS PER TCE COMMENT	MLS	MLS	KCS			C-702			
								SHEET 12 OF 13			
								DWG. NO. 23-0296			

MECHANIZATION PULPER SPEED (MCT MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FEET) * OF 500 PACE
25	150/4
30	166/5
35	175/6
40	200/8
45	200/9
50	400/11
55	400/13

TABLE 507-03: REQUIRED SIGN SIZES*		
SIGN	NON-FREIGHT	FREIGHT
STOP	36x48	48x24
W-4	36x36	48x48
W-5-1	36x36	48x48
W-5-2	36x36	48x48
W-5-3	36x36	48x48
W-5-4	36x36	48x48
W-5-5	36x36	48x48
W-5-6	36x36	48x48
W-5-7	36x36	48x48
W-5-8	36x36	48x48
W-5-9	36x36	48x48
W-5-10	36x36	48x48
W-5-11	36x36	48x48
W-5-12	36x36	48x48
W-5-13	36x36	48x48
W-5-14	36x36	48x48
W-5-15	36x36	48x48
W-5-16	36x36	48x48
W-5-17	36x36	48x48
W-5-18	36x36	48x48
W-5-19	36x36	48x48
W-5-20	36x36	48x48
W-5-21	36x36	48x48
W-5-22	36x36	48x48
W-5-23	36x36	48x48
W-5-24	36x36	48x48
W-5-25	36x36	48x48
W-5-26	36x36	48x48
W-5-27	36x36	48x48
W-5-28	36x36	48x48
W-5-29	36x36	48x48
W-5-30	36x36	48x48
W-5-31	36x36	48x48
W-5-32	36x36	48x48
W-5-33	36x36	48x48
W-5-34	36x36	48x48
W-5-35	36x36	48x48
W-5-36	36x36	48x48
W-5-37	36x36	48x48
W-5-38	36x36	48x48
W-5-39	36x36	48x48
W-5-40	36x36	48x48
W-5-41	36x36	48x48
W-5-42	36x36	48x48
W-5-43	36x36	48x48
W-5-44	36x36	48x48
W-5-45	36x36	48x48
W-5-46	36x36	48x48
W-5-47	36x36	48x48
W-5-48	36x36	48x48
W-5-49	36x36	48x48
W-5-50	36x36	48x48
W-5-51	36x36	48x48
W-5-52	36x36	48x48
W-5-53	36x36	48x48
W-5-54	36x36	48x48
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W-5-57	36x36	48x48
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W-5-339	36x36	48x48
W-5-340	36x36	48x48
W-5-341	36x36	48x48
W-5-342	36x36	48x48
W-5-343	36x36	48x48
W-5-344	36x36	48x

CRASH TEST	BARS TYPE & OPT'D EXPOSURE DURATION	SMB-REENTRY		
		< 40 MPH	75 - 80 MPH	> 80 MPH
MINIMUM CRASH TEST (ENHANCEMENT)	WORKING ON FACE OF GENERAL EXPOSED TO IMPACT	P. 100%	P. 100%	P. 0%
	OTHER EXPOSED (NO IMPACT EXPOSED)	P. 100%	P. 0%	SEE NOTE 1
MAXIMUM CRASH TEST (ENHANCEMENT)	WORKING ON FACE OF GENERAL EXPOSED TO IMPACT	P. 100%	P. 0%	P. 0%
	OTHER EXPOSED (NO IMPACT EXPOSED)	P. 100%	P. 0%	SEE NOTE 1

ROLL AHEAD DISTANCE (FT.) OF TAIL LINES FOR WHEELS	STATIONARY OPERATION	
	MIN	MAX
WHEELS	120 (3)	200 (6)
WHEELS - 50	150 (7)	250 (8)
WHEELS - 40	180 (9)	300 (10)

 NEW YORK STATE OF OPPORTUNITY	Department of Transportation
11A. CONTRACT 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, 2001	ISSUED: MARCH 11, 2002
<i>Richard L. Longley</i> RICHARD L. LONGLEY, P.E. DIRECTOR, DTSM	619-307

GENERAL

ALL SIGNS, CONES, BARRIERS, BARRICADES AND CONIC BARRIERS SHALL BE FABRICATED AND ERRECTED IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS OR AS DIRECTED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION. CONTRACTOR REQUIRED TO PROVIDE SIGNAGE PLAN TO ENGINEER AND NYS DOT PRIOR TO CONSTRUCTION.

2. SIGN SUPPORT THE CONTRACTOR SHALL SUPPLY ADEQUATE SUPPORTS SO THAT THE SIGNS ARE IN PROPER POSITION AND ALIGNMENT AS SHOWN IN THE NEW YORK STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL SUPPORTS SHALL BE PAINTED WITH TWO(2) COATS OF WHITE PAINT.

5. SIGN PANELS THE SIGN PANELS MAY BE MADE OF ALUMINUM, STEEL, OR PLYWOOD THE BACKS OF ALL WOOD SIGN PANELS SHALL RECEIVE TWO(2) COATS OF WHITE PAINT.

A. SIGN FACE

COLORS - THE COLOR OF THE BACKGROUND AND THE LEGEND OF ALL SIGNS SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES; THE MESSAGES SHOWN BY THE SAME COLOR AS THE BACKGROUND OF THE BACKGROUNDING BORDER SHALL BE OF THE SAME COLOR AS THE LEGEND.

SIZES - THE SHAPE OF A SIGN SHALL BE IN ACCORDANCE WITH THE PRESENT CORRECTIONS OF SIGNS SHALL HAVE MINIMUM COORDINATES REPRESENTATION - ALL SIGNS SHALL BE REPRODUCTION USING HIGH INTENSITY REFLECTORIZED MATERIALS TO MAKE PAINT ALL SIGNS SHALL BE CLEANED AND MAINTAINED REGULARLY. ALL SIGNS SHALL BE REPLACED AT NIGHT AFTER RESECTION. ANY SIGNS NOT MEETING PROPER REFLECTION REQUIREMENTS SHALL BE REPLACED.

LETTERING AND BORDERS - SUE LETTERING, BORDERS AND HANDINGS SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

5. SIGN LOCATION: SIGNS SHALL BE GENERALLY LOCATED ON THE RIGHT SIDE OF THE HIGHWAY FACING APPROACHING TRAFFIC. THE NEAR EDGE OF THE SIGN SHALL BE BETWEEN 6 AND 12 FEET FROM NEAREST EDGE OF THE TRAVELLED ROADWAY OF BETWEEN 2 AND 12 FEET FROM THE FACE OF THE VERTICAL CURVE. SIGNS SHOULD GENERALLY BE PLACED AT RIGHT ANGLES TO TRAFFIC. ROADSIDE SIGNS SHOULD BE MOUNTED SO THAT THE BOTTOM OF THE SIGN IS APPROXIMATELY 5 FEET ABOVE THE EDGE OF PAVEMENT. SIGNS MOUNTED ON BARRICADES OR TEMPORARY SIGNS IN THE ROADWAY MAY BE AT LOWER HEIGHTS. ALL SIGNS SHALL BE LOCATED 200 TO 300

6. MAINTENANCE THE CONTRACTOR SHALL KEEP SIGNS CLEANED AND CLARRED AT ALL TIMES. ALL SIGNS SHALL BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE MAINTAINED IN GOOD CONDITION FOR THE DURATION OF THE CONTRACT. ALL SIGNS SHALL BE REMOVED FROM THE WORK SITE WHEN THE CONTRACT WORK IS ACCEPTED.

WORK EVALUATION 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 DAY BUT NOT MORE THAN 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

SUBSET-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.

MOVABLE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

C-703 SCALE: NONE
CROSS REFERENCE: NONE

THE ROADWAY SHALL BE KEPT CLEAR 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.

TRAFFIC CONTROL: THE CONTRACTOR SHALL COMPLY WITH THE LATEST 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 NYSDOT CONTRACT OR HIGHWAY WORK ZONE MANUALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TRAFFIC AND PEDESTRIANS.

NOTIFY NEW YORK STATE DEPARTMENT OF TRANSPORTATION RESIDENT ENGINEER AT THE APPLICABLE RESIDENCE, THREE WORKING DAYS PRIOR TO WORKING IN THE STATE RIGHT-OF-WAY.

NOTES: 1. THE CONTRACTOR SHALL ADVISE THREE WORKING DAYS PRIOR TO DIGGING, DRILLING OR BLASTING AT 1-889-967-1952, FOR A UTILITY START-UP AND TO ALL WORK CONTINGENT 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 AMENDS ALONG WITH ANY APPROPRIATE CURRENT NYS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, EXCEPT AS MODIFIED IN THESE PLANS AND IN THE ILLUSTRATED, METRIC UNITS MAY BE CONVERTED TO ENGLISH.

QUALITY CONTROL OF ASPHALT CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 403 OF THE STANDARD SPECIFICATIONS. ASPHALT COURSE SHALL BE OPEN TO TRAFFIC ON THE SAME DAY.

NO NIGHT WORK WILL BE ALLOWED UNLESS PRIOR APPROVAL IS GIVEN BY THE DEPARTMENT. ADDITIONAL MAINTENANCE AND PROTECTION DURING NIGHT WORK WILL BE REQUIRED INCLUDING THE ADDITION OF REFLECTIVE MATERIALS AND LIGHTING.

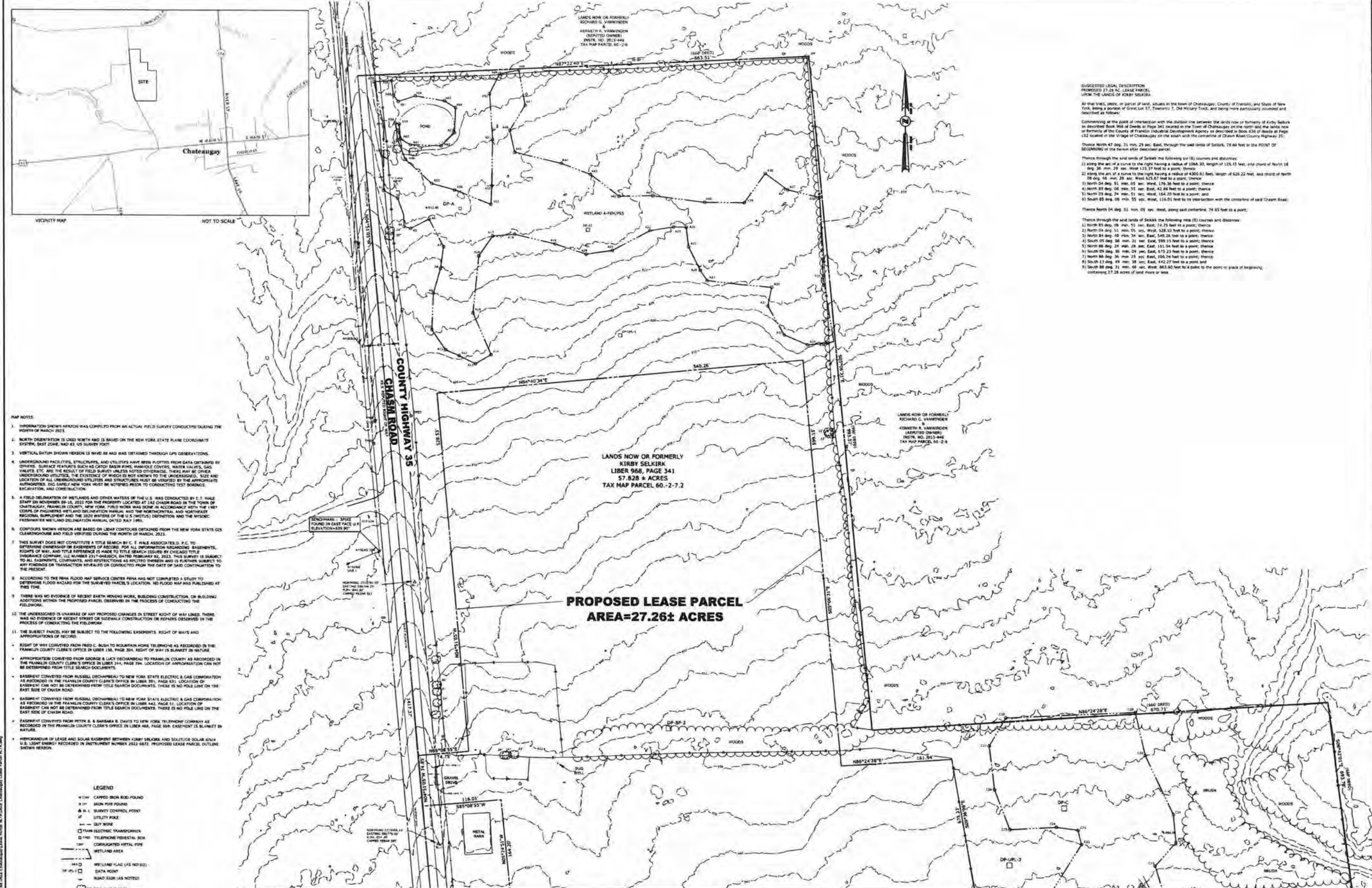
TRAFFIC CONTROL: THE CONTRACTOR SHALL MAINTAIN THE HIGHWAY IN ITS AS-IS CONDITION. THE DEPARTMENT OF TRANSPORTATION MAKES NO REPRESENTATION AS TO THE ABSENCE OF UNDERGROUND TANKS, STRUCTURES, FEATURES OR SIMILAR IMPEDIMENTS TO THE COMPLETION OF THE WORK PERMITTED HEREUNDER. SHOULD PERMITTEE FIND SOME PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS TO THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL BE RESPONSIBLE TO CLOSE, REMOVE, REINFORCE OR OTHERWISE DEAL WITH SUCH PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS. THE DEPARTMENT WILL PERMIT THE PERMITTEE TO REMOVE, MODIFY OR OTHERWISE DEAL WITH SUCH PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS, PROVIDED THAT THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC AND IS PRE-APPROVED BY THE DEPARTMENT OF TRANSPORTATION. SHOULD PERMITTEE FIND A PREVIOUSLY UNKNOWN UTILITY WHICH MEETS ACCEPTABLE ENGINEERING PRACTICE AND IS PRE-APPROVED BY THE DEPARTMENT OF TRANSPORTATION, SHOULD PERMITTEE BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC. (PERMITTEES READERS PERMITTEES WORK AS AUTHORIZED BY THIS PERMIT UNFEASIBLE. PERMITTEE SHALL HAVE THE OPTION OF RESTORING THE UTILITY TO ITS ORIGINAL LOCATION AND CONDITION.)

OPEN CLOSING OF THE ROADWAY SHALL NOT BE ALLOWED UNLESS PERMISSION IS GRANTED IN WRITING BY THE REGIONAL TRAFFIC ENGINEER.

TEMPORARY LAND CLOSURE SCHEDULE 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 26	BEGINNING 6 AM FRIDAY MAY 26, 2023, AND ENDING 6 AM TUESDAY MAY 30, 2023
INDEPENDENCE DAY	TUESDAY JULY 4	BEGINNING 6 AM FRIDAY JULY 3, 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, 2023

ISSUED FOR REGULATORY APPROVAL

KATHY C. GERBA P.E. NO. 086538	DATE	REVISIONS RECORD/DESCRIPTION			DRAFTER	CHECK	APPR.	(UNAUTHORIZED ALTERATION OF DRAWINGS TO THE DRAWING IS A VIOLATION OF PROFESSIONAL ETHICS AND MAY BE SUBJECT TO OTHER LEGAL ACTION.) TRAFFIC & MAINTENANCE CONTROL DETAILS	
	8/21/21		REVISIONS FOR T&M COMMENT			HLS	HLS		RCS
	8/21/21		REVISIONS PER T&M EQUIPMENT			HLS	HLS		RCS
						</			



- MAP NOTES:**
1. INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED DURING THE MONTH OF MARCH 2023.
 2. NORTH ORIENTATION IS LONG 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 83 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 PITS, 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 E.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 2022 WATERS OF THE U.S. (WETUS) DEFINITION AND THE NYSDC PERMANENT WETLAND DELINEATION MANUAL, 04-10-1987.
 6. CONTOURS SHOWN HEREON ARE BASED ON LIDAR CONTOURS OBTAINED FROM THE NEW YORK STATE GIS CLEARHOUSE AND FIELD VERIFIED DURING THE MONTH OF MARCH, 2023.
 7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY E.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 2317-045000 DATED FEBRUARY 02, 2023. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS REFLECTED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTIONS 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 BEEN 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 SURVEY PARCEL MAY BE SUBJECT TO THE FOLLOWING EASEMENTS: RIGHT OF WAY 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 136, 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 214, PAGE 704. 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 381, PAGE 633. 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 464, PAGE 309. EASEMENT IS BLANKET IN NATURE.
 17. MEMORANDUM OF LEASE AND SOLE EASEMENT BETWEEN KIRBY SELKIRK AND SOLITUDE SOLAR, 4044 U.S. LIGHT ENERGY RECORDED IN INSTRUMENT NUMBER 2022 0472. PROPOSED LEASE PARCEL OUTLINE SHOWN HEREON.

- LEGEND**
- 4" DIA. CAPPED BRON ROD FOUND
 - 1" DIA. BRON PIPE FOUND
 - 1" DIA. SURVEY CONTROL POINT
 - UTILITY POLE
 - 1" DIA. GAS PIPE
 - 1" DIA. ELECTRIC TRANSMISSION
 - 1" DIA. TELEPHONE PEDestal BOX
 - CONCRETE METAL PIPE
 - WETLAND AREA
 - WETLAND FLAG (AS NOTED)
 - DATA POINT
 - ROAD SIGN (AS NOTED)
 - DISCONTINUOUS TREE
 - OVERHEAD UTILITIES
 - ELECTRIC FENCE
 - POWDERED FENCE



ONLY COPIES OF THIS MAP SIGNED IN RED INK AND ENROLLED WITH THE SEAL OF AN OFFICER OF E.T. MALE ASSOCIATES, OR DESIGNATED REPRESENTATIVE SHALL BE CONSIDERED TO BE A VALID TRUE COPY.

LANDS NOW OR FORMERLY
KIRBY SELKIRK
LIBER 968, PAGE 341
57,828 ± ACRES
TAX MAP PARCEL 60-2-7.2

**PROPOSED LEASE PARCEL
AREA=27.26± ACRES**



DATE	REVISIONS RECORD/DESCRIPTION	DRAWN	CHECK	APPR.
04/27/23	1. Certification	DN	DN	DN

**ALTANSPS 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, P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH 518.798.7800
CORSEWELL, NY - GLEN FALLS, NY - POUGHKEEPSIE, NY
KINGSTOWN, NY - RYE HOOK, NY - SYRACUSE, NY

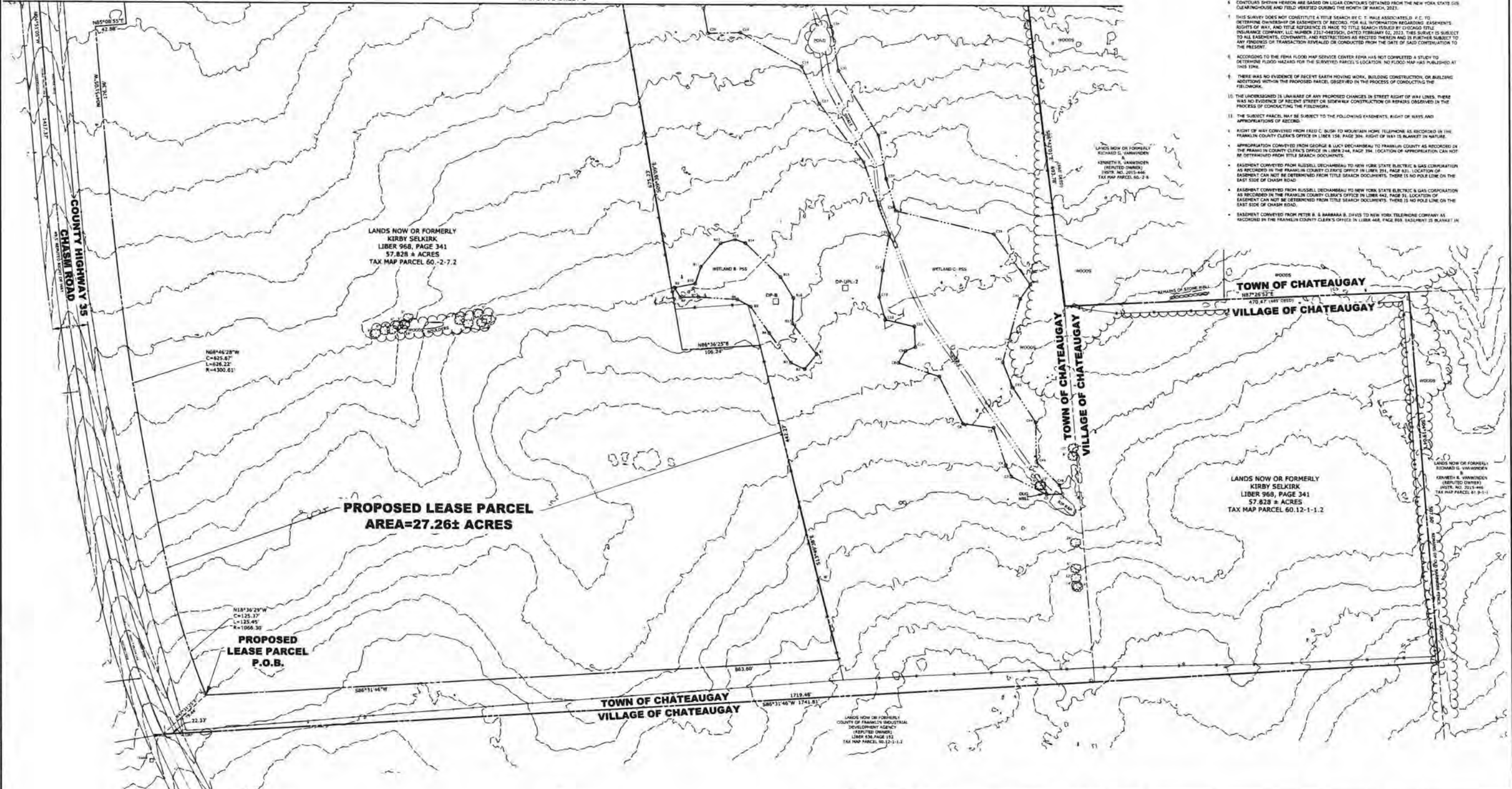
SHEET 1 OF 2
DWG. NO. 23-0230



MATCH TO SHEET 1

- LEGEND
- CHIPPED IRON NAIL FOUND
 - IRON PIPE FOUND
 - SURVEY CONTROL POINT
 - UTILITY POLE
 - GUY WIRE
 - TRANSFORMER
 - TELEPHONE PEDESTAL BOX
 - CORRUGATED METAL PIPE
 - WETLAND AREAS
 - WETLAND FLAG (AS NOTED)
 - DATA POINT
 - ROAD SIGN (AS NOTED)
 - DECIDUOUS TREE
 - OVERHEAD UTILITIES
 - ELECTRIC FENCE
 - PAVED DRIVE

- 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 83 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. TITLE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORIZED. ONE 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 NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION'S (DEC) FIELD MANUAL FOR THE DELINEATION OF WETLANDS AND OTHER WATERS OF THE U.S. (NYS DEC FRESHWATER WETLAND DELINEATION MANUAL, DATED JULY 1995).
 6. CONTIGUOUS SHOWN HEREON ARE BASED ON LUCAR 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 SEARCHES BY CHESAPEAKE TITLE INSURANCE COMPANY, LLC, NUMBER 2317-48230, DATED FEBRUARY 02, 2023. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OF TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTRIBUTION 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 BEEN 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:
 - 1. RIGHT OF WAY CONVEYED FROM FALCO C. BUSH TO MOUNTAIN HOME TELEPHONE AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 138, PAGE 394. RIGHT OF WAY IS BLANKET IN NATURE.
 - 2. 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.
 - 3. EASEMENT CONVEYED FROM RUSSELL DECHAMBEAU TO NEW YORK STATE ELECTRIC & GAS CORPORATION AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 291, PAGE 821. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHASM ROAD.
 - 4. 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.
 - 5. EASEMENT CONVEYED FROM PETER A. & BARBARA B. DAVIS TO NEW YORK TELEPHONE COMPANY AS RECORDED IN THE FRANKLIN COUNTY CLERK'S OFFICE IN LIBER 448, PAGE 898. EASEMENT IS BLANKET IN NATURE.



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

DATE: 04/27/23

REVISIONS RECORD/DESCRIPTION

DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.
04/27/23	1. Certification	DU	DU	DU

UNPUBLISHED ALTERATION OR ADDITION TO THIS DOCUMENT IS VOID AND VOID OF THE NEW YORK STATE EDUCATION LAW.

© 2023
C.T. MALE ASSOCIATES

APPROVED: DUJ

DRAFTED: TDL

CHECKED: DUJ

PROJ. NO.: 23-0230

SCALE: 1"=50'

DATE: May 24, 2023

ALTANSPS LAND TITLE SURVEY
PROPOSED LEASE PARCEL
UPON THE LANDS NOW OR FORMERLY
KIRBY SELKIRK
TOWN OF CHATEAUGAY TAX MAP PARCEL NO. 60-2-7.2
KNOWN AS 142 CHASM ROAD

TOWN OF CHATEAUGAY
FRANKLIN COUNTY, NEW YORK

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Geology, P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH 518.786.7400
COLERAIN, NY • GLEN FALLS, NY • ROCKY HILL, NY
JOHNSTOWN, NY • RED HOOK, NY • STRAUSSE, NY

SHEET 2 OF 2
DWG. NO. 23-0230

ONLY COPIES OF THIS MAP BOUND IN RED INK AND EMBOSSED WITH THE SEAL OF AN OFFICER OF C.T. MALE ASSOCIATES OR A DESIGNATED REPRESENTATIVE SHALL BE CONSIDERED TO BE A VALID TRUE COPY.

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 FEAF 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.

**2024 FRANKLIN COUNTY AND
TOWN OF CHATEAUGAY TAX BILL**

* For Fiscal Year 01/01/2024 to 12/31/2024

* Warrant Date 12/29/2023

Bill No. 001286
Sequence No. 1515
Page No. 1 of 1

MAKE CHECKS PAYABLE TO:

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

TO PAY IN PERSON

191 E MAIN ST CHATEAUGAY
THURS: 3:00 PM - 7:00 PM
SAT: 9AM - NOON
TOWN HALL

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

Selkirk Kirby
PO Box 902
Chateaugay, NY 12920

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Total Assessed Value of this property is:

The Uniform Percentage of Value used to establish assessments in your municipality was:

The assessor estimates the Full Market Value of this property as of July 1, 2022 was:

Estimated State Aid: CNTY 4,334,116
TOWN 404,000
134,000
100.00
134,000

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
-----------	-------	-------------	---------------------	-----------	-------	-------------	---------------------

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	568,024	28.8	134,000.00	3.486999	467.26
General Townwide	874	160.0	134,000.00	.005329	0.71
General Outside			134,000.00		0.00
Highway Outside	80,733	31.3	134,000.00	.650001	87.10
Highwaytownwide	163,915	12.0	134,000.00	1.000036	134.00
Board Of Election	14,583	9.0	134,000.00	.088968	11.92
Chateaugay Amhl	TOTAL 190,521	-44.3	134,000.00	.794237	106.43
Chat Fire	TOTAL 109,983	-43.7	134,000.00	.458038	61.38

PLEASE NOTE: Franklin County allows partial payment of Town &

County Real Property Taxes with a minimum amount of \$100.00

PLEASE NOTE: You may be eligible for senior tax exemptions.

Senior citizens have until 3/1/24 to apply for such exemptions.

Please contact your local assessor for more information.

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

PENALTY SCHEDULE	Penalty/Interest	Amount	Total Due	TOTAL TAXES DUE
Due By: 01/31/2024	0.00	868.80	868.80	\$868.80
02/29/2024	8.69	868.80	877.49	
04/01/2024	17.38	868.80	886.18	

Apply For Third Party Notification By: 11/15/2024

Taxes paid by 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 TAX BILL
RECEIVER'S STUB**

Bill No. 001286
163489 60.-2-7.200
Bank Code

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

Pay By: 01/31/2024 0.00 868.80 868.80
02/29/2024 8.69 868.80 877.49
04/01/2024 17.38 868.80 886.18

Selkirk Kirby
PO Box 902
Chateaugay, NY 12920

TOTAL TAXES DUE
\$868.80

2023 CHATEAUGAY CENTRAL SCHOOL TAX BILL

Bill No. 002550
Sequence No. 2488
Page No. 1 of 1

* For Fiscal Year 07/01/2023 to 06/30/2024

* Warrant Date 09/01/2023

MAKE CHECKS PAYABLE TO:

MAUREEN DAVEY
TAX COLLECTOR
42 RIVER ST, PO BOX 904
CHATEAUGAY, NY 12920

TO PAY IN PERSON

NO IN PERSON COLLECTION
BY MAIL: US FUNDS, CHECK
OR MONEY ORDER
QUES: 518-497-6611 EXT. 2305

Selkirk Kirby
PO Box 902
Chateaugay, NY 12920

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 10,031,525

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Total Assessed Value of this property is:

134,000

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, 2022 was:

134,000

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
Town Of Chateaugay					
Chateaugay Central	3,794,725	22.2	134,000.00	11.016199	1,476.17
Library Rate	39,625	0.0	134,000.00	.115033	15.41
Taxes can be paid online by going to: www.infotaxonline.com					
Questions: Call 518-497-6611 ext. 2305					

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

PENALTY SCHEDULE	Penalty/Interest	Amount	Total Due
Due By: 10/02/2023	0.00	1,491.58	1,491.58
10/31/2023	29.83	1,491.58	1,521.41

TOTAL TAXES DUE \$1,491.58

Apply For Third Party Notification By: 07/01/2024

Taxes paid by 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. 002550
163489 60.-2-7.200
Bank Code

Pay By: 10/02/2023	0.00	1,491.58	1,491.58
10/31/2023	29.83	1,491.58	1,521.41

Selkirk Kirby
PO Box 902
Chateaugay, NY 12920

TOTAL TAXES DUE \$1,491.58

HOST COMMUNITY BENEFIT AGREEMENT

THIS HOST COMMUNITY BENEFIT AGREEMENT (the "Host Community Benefit Agreement") is dated as of the __25th day of September, 2023 (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 830 New Loudon Rd, 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 \$20,000, (Twenty Thousand and 00/100 Dollars) (\$5,000 per 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:

The West Firm, PLLC
Attn: Greg Mountain
Peter Kiernan Plaza
575 Broadway, 2nd Floor
Albany, New York 12207

To the Company:

NY USLE CHASM ROAD I, LLC
830 New Loudon Rd
Latham, NY 12110

With a copy to:

Barclay Damon LLP
Attn: Genevieve M. Trigg
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: Town Supervisor  9/25/23
Name: Donald W. Guba
Title: SUPERVISOR

COMPANY

NY USLE CHASM ROAD I, LLC
830 New Loudon Rd
Latham, NY 12110

By:  11/20/23
Name: Michael Fingar
Title: COO



1. INFORMATION SHOWN HEREON WAS OBTAINED 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 RIGS, 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 IN 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 STA#1 ON NOVEMBER 09-10, 2022 FOR THE PROPERTY LOCATED AT 142 CHAMM ROAD IN THE TOWN OF CHATEAUGAY, FRANKLIN COUNTY, NEW YORK. FIELD WORK WAS DONE IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS CORRELATION DELINEATION WHICH IS NORTH AND NORTHWEST AND NON-DETERMINED REGIONAL SUPPLEMENT AND THE 2020 WATERS OF THE U.S. (WOTUS) DEFINITION AND THE NYSDCE 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 OF EASEMENTS, OR FOR ALL INFORMATION CONCERNING EASEMENTS, RIGHTS OF WAY, AND TITLE REFERENCE IS MADE TO TITLE SEARCH ISSUED BY CHICAGO TITLE INSURANCE COMPANY, LLC NYS#2317-648RSCD, DATED FEBRUARY 02, 2023. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OF TRANSACTION REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTINUATION TO THE PRESENT.
8. ACCORDING TO THE FERMA FLOOD MAP SERVICE CENTER FERMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THE SURVEYED PARCEL'S LOCATION. NO FLOOD MAP HAS BEEN 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. BUSHA 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 351, PAGE 631. LOCATION OF EASEMENT CAN NOT BE DETERMINED FROM TITLE SEARCH DOCUMENTS. THERE IS NO POLE LINE ON THE EAST SIDE OF CHAMM 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 CHAMM 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 809. EASEMENT IS BLANKET IN NATURE.

LEGEND:

- | | |
|---|-----------------------|
| ① | CAPPED IRON ROD FOUND |
| ② | CORRUGATED METAL PIPE |
| ③ | DATA POINT |
| ④ | DECIDUOUS TREE |
| ⑤ | ELECTRIC TRANSFORMER |
| ⑥ | GLYD WIRE |
| ⑦ | IRON PIPE FOUND |
| ⑧ | SIGN |
| ⑨ | SURVEY CONTROL POINT |
| ⑩ | TELEPHONE PEDENTAL |
| ⑪ | UTILITY POLE |
| ⑫ | WETLAND FLAG |
| ⑬ | ELECTRIC FENCE |
| ⑭ | OVERHEAD WIRE |
| ⑮ | PAWNAWIRE FENCE |
| ⑯ | USACAD JURISDICTION |
| ⑰ | WETLAND LIMIT |
| ⑱ | PROPERTY LINE |

ISSUED FOR REGULATORY APPROVAL

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



KATHRYN C. SERRA P.E. NO. 086532	DATE	REVISIONS RECORD/DESCRIPTION	DRAWER	CHECK	APPR.
	N/21-29	REVISIONS PER TCE COMMENT	NLS	NLS	KCS
	R/4/21	REVISIONS PER TCE COMMENT	NLS	NLS	KCS
					© 2023 C.F. HALL ASSOCIATES
					DESIGNED - NLS
					DRAFTED - NLS/SMAH
					CHECKED - NLS
					PROJ. NO : 23 3168
					SCALE - AS NOTED
					DATE - MAY 4, 2023

EXISTING CONDITIONS

**CHATEAUGAY COMMUNITY SOLAR PROJECT
NY USLE CHASM RD I LLC**

TOWN OF CHATEAUGAY FRANKLIN COUNTY, NEW YORK

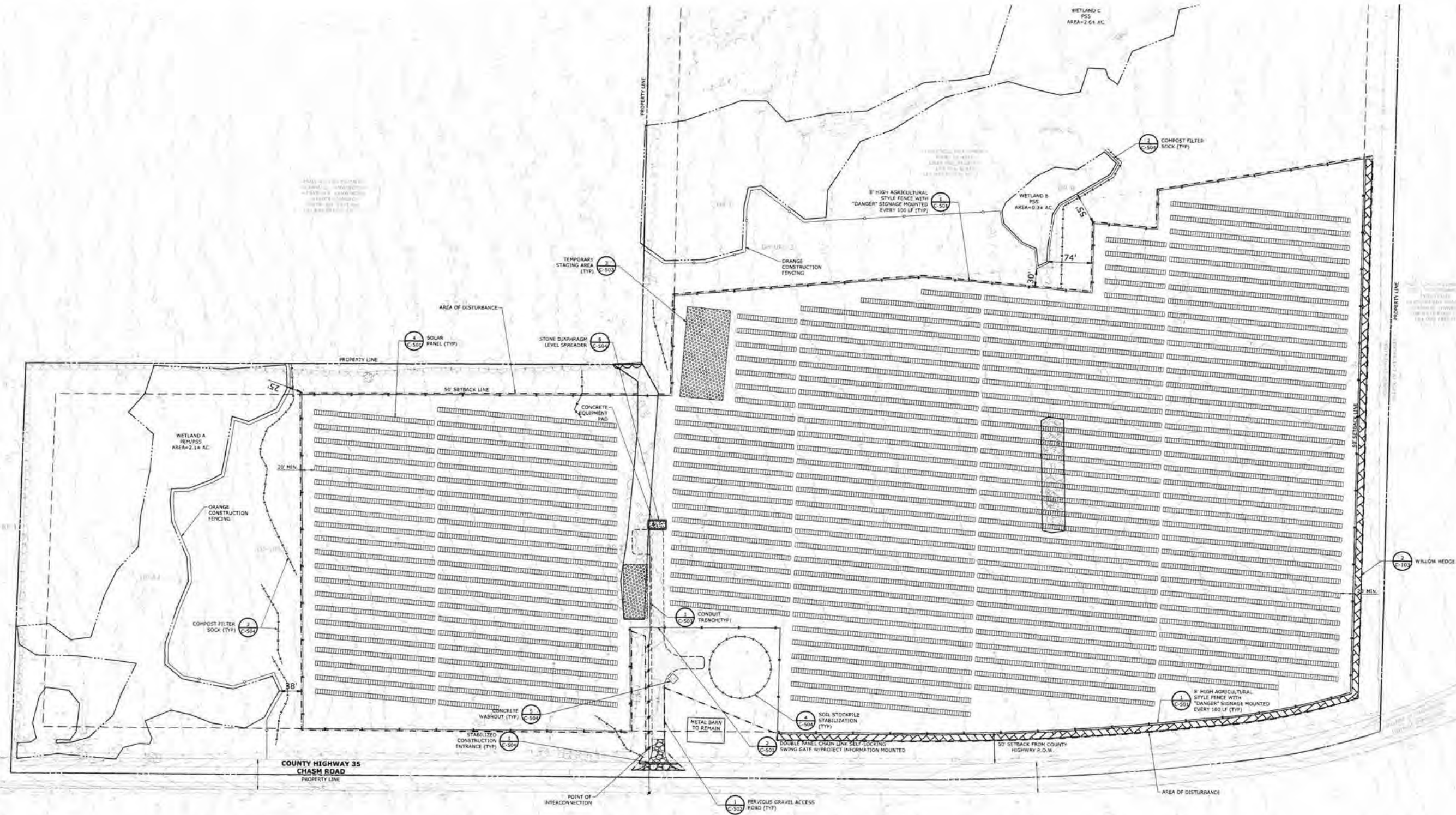
C.T. MALE ASSOCIATES
 Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7450
 GLENS FALLS, NY • ROUGHAMBERS, NY • JOHNSTOWN, NY
 RED HOOK, NY • SYRACUSE, NY

C-101
 SHEET 02 OF 13
 DWG. NO. 23-0296

C-101

SHEET 02 OF 13
DWG NO: 23-0296



PROJECT SUMMARY:

NAME PLATE RATING	6.3 MW DC/ 4.0 AC MAX
UTILITY TERRITORY	NYSEG
UTILITY LOAD ZONE	D
SUBSTATION	15001
CIRCUIT	15001/14
TV MODULES	(11,206) JINKO JSM540M-72HL4
INVERTERS	(32) SOLLECTRIA 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.

NOTE 1: AS MEASURED FROM THE NEAREST RESIDENTIAL STRUCTURE LOCATED AT 28 COUNTY ROUTE 35 TO THE PERIMETER FENCE OF THE SOLAR ENERGY SYSTEM.

NOTE 2: AS MEASURED FROM THE COUNTY ROUTE 35 RIGHT OF WAY TO THE PERIMETER FENCE OF THE SOLAR ENERGY SYSTEM.

SITE PLAN NOTES:

TAX MAP 1-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: 0.44 AC

LEGEND:

	SOLAR PANEL
	UTILITY POLE
	AREA OF DISTURBANCE LINE
	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

PLAN

SCALE: 1" = 60'

CROSS REFERENCE: NONE

NOTE:

1. 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.
2. 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 NORTHEAST REGIONAL SUPPLEMENT, AS WELL AS THE NYSDC FRESHWATER WETLAND DELINEATION MANUAL DATED JULY 1995. LABELED FLAGGING WAS SET IN THE FIELD AND LOCATED WITH A TRIMBLE GEOXY GPS UNIT.
3. PRIOR TO CONSTRUCTION ALL WETLANDS SHALL BE STAKEOUT AND OR BE FLAGGED THEN ORANGE CONSTRUCTION FENCING SHALL BE INSTALLED AS DEPICTED. NO WORK SHALL OCCUR WITHIN THE WETLANDS.

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

ISSUED FOR REGULATORY APPROVAL

OVERALL SITE PLAN

CHATEAUGAY COMMUNITY SOLAR PROJECT
NY USLE CHASM RD LLC

TOWN OF CHATEAUGAY

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: 518.798.7400
GLENS FALLS, NY • ROCHESTER, NY • JOHNSTOWN, NY
RED HOOK, NY • SPRINGFIELD, NY

C-102

SHEET 03 OF 13

DWG. NO: 23-0296

DATE: MAY 4, 2023

DESIGNED: MSL

CHECKED: MSL

PROJECT NO: 23-3168

SCALE: AS NOTED

DATE: MAY 4, 2023

DRAWN: MSL/SMW

APPROVED: MSL

DATE: MAY 4, 2023

DATE: MAY 4, 2023

DATE: MAY 4, 2023

DATE: MAY 4, 2023

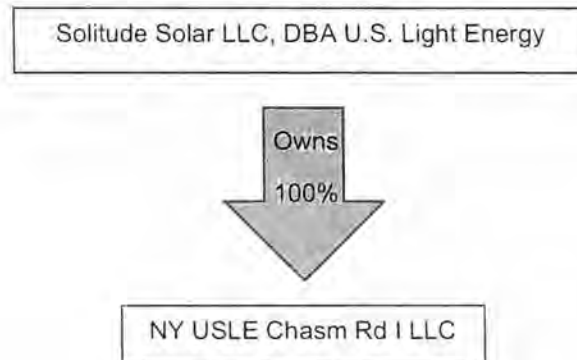
February 14, 2024

Franklin County Industrial Development Agency
355 West Main Street, Suite 428
Malone, New York 12953

Re: *Joint Application for Financial Assistance*
NY USLE Chasm Rd I LLC
830 New Loudon Rd, Latham NY 12110

To whom it may concern,

This letter is in response to your request for an organizational chart detailing the applicant's ownership structure. Below is an organizational chart to illustrate this ownership structure. As the chart indicates, Solitude Solar LLC d/b/a U.S. Light Energy owns 100% of the project company's equity.



We hope that this meets your request. Feel free to reach out should you need anything else.

Regards,

Toni Popolizio

CFO

U.S. Light Energy

Binder1

Final Audit Report

2024-04-11

Created:	2024-04-11
By:	Maria Bourgeois (maria@adirondackfrontier.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPzKv5U4srt5cQEvE5BzQKb0KE4W4us52

"Binder1" History

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2024-04-11 - 4:14:07 PM GMT- IP address: 67.255.0.212
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