Onondaga County Industrial Development Agency

Project Summary

10/1/2021

1. Project	**RPNY Solar 5, LLC**	**2. Project Number**	**0**
3. Location	Manlius	**4. School District**	East Syracuse-Minoa School District
		6. Project Type	New Construction/Solar
5. Tax Parcel(s)	055.-01-10.1		0

7.Total Project Cost	**$**	**2,418,575**
Land	$	145,475
Site Work	$	85,000
Building	$	-
Furniture & Fixtures	$	-
Equipment	$	1,515,543
Equipment Subject to NYS Production Exemption	$	147,130
Engineering/Architecture Fees	$	61,533
Financial Charges	$	50,000
Legal Fees	$	15,000
Other- Solar Installation Labor	$	398,895

8. Total Jobs	0
8A. Job Retention	0
8B: Job Creation (Next 5 Years)	0

Cost Benefit Analysis

RPNY Solar 5, LLC

		Fiscal Impact ($)
Abatement Cost	**$**	**224,192**
Sales Tax	$	55,340
Mortgage Tax	$	12,200
Property Tax Relief (PILOT)	$	156,652
New Investment	**$**	**2,979,452**
PILOT Payments	$	94,345
Project Wages (10 years)	$	-
Construction Wages	$	435,300
Employee Benefits (10 years)	$	-
Project Capital Investment	$	2,418,575
New Sales Tax Generated	$	-
Agency Fees	$	31,232
Agency Legal Fees	$	6,046
Benefit:Cost Ratio		**13 :1**

Project Description

RPNY Solar 5, LLC is proposing a 1.6 MW Solar energy system farm located on 6.95 acres in the Town of Manlius.

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RPNY Solar 5, LLC 10/1/2021

A) PILOTS Estimate Table Worksheet

Current Revenue Generated by Parcel	$	1,909
Expected Revenue from the Parcel if no project occurred	$	61,158.33
Projected Year 1 Revenue to be generated as a result of the project:		$6,400
Total Project Cost	$	2,418,574.99
OCIDA Estimate of Project Value	$	378,885.65
Projected MW to be generated		1.6
Scheduled PILOT Payments	**$**	**155,503**

Year	Onondaga County	Manlius	East Syracuse-Minoa School District	Total PILOT	Full Tax Payment without PILOT	Net Exemption
	15%	**14%**	**72%**	**100.0%**		
2019-2020	290.36	211.85	1,407.18	**$ 1,909**		
1	$ 937	$ 872	$ 4,592	$ 6,400	$ 11,744	$ 5,344
2	$ 955	$ 889	$ 4,683	$ 6,528	$ 11,979	$ 5,451
3	$ 974	$ 907	$ 4,777	$ 6,659	$ 12,218	$ 5,560
4	$ 994	$ 925	$ 4,873	$ 6,792	$ 12,463	$ 5,671
5	$ 1,014	$ 944	$ 4,970	$ 6,928	$ 12,712	$ 5,784
6	$ 1,034	$ 963	$ 5,069	$ 7,066	$ 12,966	$ 5,900
7	$ 1,055	$ 982	$ 5,171	$ 7,207	$ 13,225	$ 6,018
8	$ 1,076	$ 1,001	$ 5,274	$ 7,352	$ 13,490	$ 6,138
9	$ 1,097	$ 1,022	$ 5,380	$ 7,499	$ 13,760	$ 6,261
10	$ 1,119	$ 1,042	$ 5,487	$ 7,649	$ 14,035	$ 6,386
11	$ 1,142	$ 1,063	$ 5,597	$ 7,802	$ 14,316	$ 6,514
12	$ 1,164	$ 1,084	$ 5,709	$ 7,958	$ 14,602	$ 6,644
13	$ 1,188	$ 1,106	$ 5,823	$ 8,117	$ 14,894	$ 6,777
14	$ 1,212	$ 1,128	$ 5,940	$ 8,279	$ 15,192	$ 6,913
15	$ 1,236	$ 1,150	$ 6,059	$ 8,445	$ 15,496	$ 7,051
16	$ 1,260	$ 1,173	$ 6,180	$ 8,614	$ 20,958	$ 12,344
17	$ 1,286	$ 1,197	$ 6,303	$ 8,786	$ 21,377	$ 12,591
18	$ 1,311	$ 1,221	$ 6,429	$ 8,962	$ 21,805	$ 12,843
19	$ 1,338	$ 1,245	$ 6,558	$ 9,141	$ 22,241	$ 13,100
20	$ 1,364	$ 1,270	$ 6,689	$ 9,324	$ 22,685	$ 13,362
TOTAL	**$ 22,756**	**$ 21,184**	**$ 111,564**	**$ 155,503**	**$ 312,155**	**$ 156,652**

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ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
APPLICATION FOR BENEFITS

1. Fill in all blanks using "none", "not applicable" or "not available". If you have any questions about the way to respond, please call the Onondaga County Industrial Development Agency at 315-435-3770.

2. If providing an estimate put "(est.)" after the figure or answer. If more space is needed to answer any specific question, attach a separate sheet.

3. If the OCIDA Board approves benefits, it is the company's responsibility to obtain and submit all necessary forms and documents. (ST-60, PILOT Agreement)

4. When completed, return this Application by mail or fax to the Agency at the address indicated below. A signed application may also be submitted electronically in PDF format to Nate Stevens at nstevens@ongov.net. **An Application will not be considered by the Agency until the Application fee has been received.**

5. The Agency will not give final approval for this Application until the Agency receives a completed NYS Full Environmental Assessment Form concerning the Project, which is the subject of this Application. The form is available at http://www.dec.ny.gov/permits/6191.html.

6. Please note the Public Officers Law declares all records in the possession of the OCIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant is of the opinion that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officer's Law, the OCIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents.

7. The Applicant will be required to pay the Agency Application fee and, if accepted as a project of the agency, all administrative and legal fees as stated in Section VI of the Application.

8. A complete application consists of the following 9 items:
   - This Application
   - Local Access Agreement
   - Employment Plan
   - Conflict of Interest
   - A feasibility statement indicating the need for the requested benefits
   - Description of project, Site Plans/Sketches, and Maps
   - NYS Full Environmental Assessment Form
   - A check payable to the Agency in the amount of $1,000
   - A check payable to Barclay Damon LLP in the amount of $2,500

9. This Application was adopted by the OCIDA Board on November 19, 2019.

It is the policy of the Agency that any project receiving benefits from the Onondaga County Industrial Development Agency will utilize 100% local contractors and local labor for the construction period of the project unless a waiver is granted in writing by the Agency.

Return to:
Onondaga County Industrial Development Agency
Attn: Nate Stevens
333 W. Washington Street, Suite 130
Syracuse, NY 13202
Phone: 315-435-3770 | Fax: 315-435-3669
nstevens@ongov.net

Section I: Applicant Information

Please answer all questions. Use "None", "Not Applicable" and "See Attached" where necessary.

A) Applicant information-company receiving benefits:

Applicant Name: RPNY Solar 5, LLC

Applicant Address: 879 Sanchez Street

Phone: (415) 710-3834 Fax: _____

Website: renewprop.com E-mail: stephanie@renewprop.com

Federal ID#: 85-4254771 NAICS: _____

State and Year of Incorporation/Organization: New York / 2020

Will a Real Estate Holding Company be utilized to own the Project property/ facility? ☐ Yes ☑ No

What is the name of the Real Estate Holding Company: _____

Federal ID#: _____

State and Year of Incorporation/Organization: _____

List of stockholders, members, or partners of Real Estate Holding Company:

_____

B) Individual Completing Application:

Name: Ben Vollmer

Title: Project Developer

Address: 879 Sanchez Street, San Francisco, CA 94114

Phone: (828) 719-0461 Fax: _____

E-mail: ben@renewprop.com

C) Company Contact (if different from individual completing application):

Name: Stephanie Loucas

Title: Vice President, Development

Address: 879 Sanchez Street San Francisco, CA 94114

Phone: 415-710-3834 Cell Phone: 415-710-3834

E-mail: stephanie@renewprop.com

D) Company Counsel:

Name of Attorney: Rob Panasci

Firm Name: Young/Sommer LLC

Address: Executive Woods, Five Palisades Drive, Albany, NY 12205

Phone: (585) 438-9907 ext. 251 Cell Phone: (518) 207-5448

E-mail: rpanasci@youngsommer.com

E) Business Organization (check appropriate category):

☐ Corporation ☐ Partnership

☐ Public Corporation ☐ Joint Venture

☐ Sole Proprietorship ☑ Limited Liability Company

Others (please specify): _____

Year Established: 2020

State in which Organization is established: New York

F) List all stockholders, members, or partners with % of ownership greater than 5% :

Name	% of ownership
Wildcat Renewables, LLC	100%

G) Applicant Business Description:

Please attach a description of your company's background, products, customers, goods and services.

Estimated % of sales within Onondaga County: 50

Estimated % of sales outside Onondaga County but within New York State: 50

Estimated % of sales outside New York State but within the U.S.: 0

Estimated % of sales outside the U.S.: 0

(*Percentage to equal 100%)

H) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Onondaga County. Include list of vendors, raw material suppliers and percentages for each. Provide supporting documentation including estimated percentages of local purchases. Please attach this information. We will endeavor to source as much material as possible from firms in Onondaga County. However, we are unable to commit to exact percentages at this time.

I) Applicant History: If the answer to any of the following is "Yes", please explain below. If necessary, attach additional information.

1. Is the company or management of the Company now a plaintiff or defendant in any civil or criminal litigation? ☐Yes ☑No
2. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? ☐Yes ☑No
3. Has any person listed in Section I ever been in receivership or declared bankruptcy? ☐Yes ☑No

Please attach any explanations:

J) Has the Project Beneficiary received assistance from OCIDA, SIDA, New York State or the Onondaga Civic Development Corporation in the past? If yes please attach an explanation and please give year, project name, description of benefits and address of project.

☐Yes ☑No

Section II: Project Information

A) Project Location: Location where the investment will take place. If company is moving, the new location should be entered here and the current location should be in Section I.

Address: 7390 Kirkville Road

Legal Address (if different): _____

City: East Syracuse Village/Town: Manlius

Zip Code: 13057 School District: East Syracuse - Minoa

Tax Map Parcel ID(s): 313889055.-01-10.1

Current Assessed Value: $56,600 Sq. Footage of Existing Building: N/A

Census Tract: 154

B) Type (Check all that apply):

- ☑ New construction
- ☐ Expansion/Addition to current facilities
- ☐ Renovation of existing facility
- ☐ Acquisition of existing facility/property
- ☐ Demolition and Construction
- ☑ Purchase of machinery and/or equipment
- ☐ Brownfield/Remediated Brownfield
- ☐ LEED Certification
- ☐ Other:

C) Please attach a summary of how this project will help your business grow. Will it set the company up for revenue growth? Will it mitigate cost? Will it provide more flexibility?

D) Description of Project: Please provide a detailed narrative of the proposed Project. This narrative should include, but is not limited to:

- ☐ (i) the size of the Project in square feet and a breakdown of square footage per each intended use;
- ☐ (ii) the size of the lot upon which the Project sits or is to be constructed;
- ☐ (iii) the current use of the site and the intended use of the site upon completion of the Project;
- ☐ (iv) the principal products to be produced and/or the principal activities that will occur on the Project site; and
- ☐ (v) an indication as to why the Applicant is undertaking the Project and the need for the requested benefits. **Please separately attach the description and any copies of site plans, sketches or maps.**

E) Select Project Type for all end users at Project site (you may check more than one):
**Please check any and all end users as identified below

- ☐ Industrial
- ☐ Acquisition of Existing Facility
- ☐ Housing
- ☐ Equipment Purchase
- ☐ Multi-Tenant
- ☐ Commercial
- ☐ Bank Office
- ☐ Retail
- ☐ Mixed Use
- ☐ Facility for Aging
- ☐ Civic Facility (not for profit)
- ☑ Other solar farm

F) For the Agency to consider this Project, please provide the following information:

1. Does the project consist of new construction or expansion or substantial renovation of an existing facility?
   ☑ Yes ☐ No
2. Will the project create new employment opportunities or retain existing jobs that may otherwise be lost?
   ☐ Yes ☑ No
3. Does the project beneficiary serve a customer base primarily outside of Onondaga County?
   ☐ Yes ☑ No

G) Will the completion of the Project result in the removal of an industrial or manufacturing plant of the company from one area of the state to another area of the state OR in the abandonment of one or more plants or facilities of the company located within the state? Please explain if you answer "Yes" by attaching a response.

☐ Yes ☑ No

H) Please attach a description of any compelling circumstances the Agency should be aware of while reviewing this application.

I) Environmental Information

1. Please attach the appropriate Environmental Impact Forms to your application. Here is a link to the SEQR forms:
   a. http://www.dec.ny.gov/permits/6191.html
2. Have any environmental issues been identified on the property?
   ☐ Yes ☑ No
   If yes, please attach an explanation.

Section III: Construction

A) Project Costs and Finances

Description of Costs	Total Budget Amount	% of Total Budget to be Procured in Onondaga County	Total Private Expenditure (should be less than or equal to total budget amount)
Land Acquisition	$145,474.56	100 %	
Site Work/Demo	$85,000	0% (est.)	
Building Construction & Renovation	0% (est.)	0% (est.)	
Furniture & Fixtures	None	None	
Equipment	$1,515,542.60	0% (est.)	
Equipment Subject to NYS Production Sales Tax	$147,130	0% (est.)	
Engineering/Architect	$61,532.63	0% (est.)	
Financial Charges	$50,000	0% (est.)	
Legal	$15,000	25% (est.)	
Other Labor	$398,895.20	0% (est.)	
Management/Developer Fees			
Total Project Cost	$2,418,574.99		

Note: Do not include OCIDA fees, OCIDA application fees or OCIDA legal fees as part of the Total Project Cost. You may attach a separate chart if needed.

B) TOTAL Capital Costs $ 2,418,574.99

Project refinancing: estimated amount
(for refinancing of existing debt only) $ _____

Sources of Funds for Project Costs:

1. Bank Financing $ 1,626,656.25
2. Equity (excluding equity that is attributed to grants/tax credits) $ 542,218.75
3. Tax Exempt Bond Issuance (if applicable) $ _____
4. Taxable Bond Issuance (if applicable) $ _____

5. Public Sources (Include sum total of all state and federal grants and tax credits) $ 249,700.00

-Identify each state and federal grant/credit:

MW Block Incentive $ 249,700.00

_____ $ _____

_____ $ _____

6. Total Sources of Funds for Project Costs $ 2,418,574.99

C) Employment and Payroll Information

*Full Time Equivalent (FTE) is defined as one employee working no less than 40 hours per week or two or more employees together working a total of 40 hours per week.

1. Are there people currently employed at the project site?
☐ Yes ☑ No If yes, provide number of FTE jobs at the facility: _____

2. Complete the following:

Estimate the number of FTE jobs to be retained as a result of this Project:	0
Estimate the number of construction jobs to be created by this Project:	30 (est.)
Estimate the average length of construction jobs to be created (months):	4 months
Current annual payroll at facility:	N/A
Average annual growth rate of wages:	N/A
Please list, if any, benefits that will be available to either full and/or part time employees:	N/A
Average annual benefit paid by the company ($ or % salary) per FTE job:	N/A
Average growth rate of benefit cost:	N/A
Amount or percent of wage employees pay for benefits:	N/A
Provide an estimate of the number of residents in the Economic Development Region (Onondaga, Madison, Cayuga, Oneida, Oswego, and Cortland Counties) to fill new FTE jobs:	N/A

D) New Employment Benefits

i. Complete the following chart indicating the number of FTE jobs presently employed at the Project and the number of FTE jobs that will be created at the Project site at the end of the first, second, third, fourth and fifth years after the Project is completed. Jobs should be listed by title of category (see below), including FTE independent contractors or employees of independent contractors that work at the Project location. Do not include construction workers.

ii. Feel free to include additional information or a substitute chart if you think additional material would add clarity.

Current & Planned Full Time Occupations (Job Titles)	Salary (Annual or Hourly)	Current Number of FTEs	Estimated Number of FTE Jobs **added each year** after project				
			Year 1	Year 2	Year 3	Year 4	Year 5
Job Creation Subtotal		0	0	0	0	0	0

For purposes of completing the chart, please list the job titles that will be increasing in number. If possible, please attach a brief description that outlines what each job entails.

If you prefer, you may attach a job chart of your own that outlines the job growth projections regarding the project.

E) Financial Assistance sought (estimated values):

☑ Real Property Tax Abatement (PILOT): Seeking PILOT of $4,000/MW for 20 years

☑ Mortgage Recording Tax Exemption (.75% of amount mortgaged): $12,199.92

☑ Sales and Use Tax Exemption (4% Local, 4% State): $55,340.34

☐ Tax Exempt Bond Financing (Amount Requested): _____

☐ Taxable Bond Financing (Amount Requested): _____

F) Mortgage Recording Tax Exemption Benefit Calculator: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/ bridge financing): $ 1,626,656.25

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage amount as indicated above, multiplied by .0075): $ 12,199.92

G) Sales and Use Tax Benefit Calculator: Gross amount of costs for goods and services that are subject to State and local Sales and US tax – said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

$ 691,754.20

Estimated State and local Sales and Use Tax Benefit (product of 8% multiplied by the figure, above) (This should match the amount in section "E" on this page, this calculation only exists to help you with your estimate):

$ 55,340.34

Section IV: Estimate of Real Property Tax Abatement Benefits

Section IV of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application prior to the completed application being provided to the OCIDA Board.

A) PILOTS Estimate Table Worksheet

OCIDA estimate of current value	
New construction and renovation costs	
OCIDA estimate of increase in value	
OCIDA estimated value of completed project	
OCIDA estimate of taxes that would have been collected if the project did not occur	
Scheduled PILOT payments	

PILOT Year	Exemption %	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	100						
2	90						
3	80						
4	70						
5	60						
6	50						
7	40						
8	30						
9	20						
10	10						
TOTAL							

Estimates provided are based on current property tax rates and assessment value (current as of date of application submission) and have been calculated by IDA staff

Section V: Local Access Policy Agreement

In absence of a waiver permitting otherwise, every project seeking the assistance of the Onondaga County Industrial Development Agency (Agency) must use local general contractors, sub-contractors, and labor for one-hundred percent (100%) of the construction of new, expanded, or renovated facilities. The project's construction or project manager need not be a local company.

Noncompliance may result in the revocation and/or recapture of all benefits extended to the project by the Agency. Local Labor is defined as laborers permanently residing in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins, and Wayne. Local (General/Sub) Contractor is defined as a contractor operating a permanent office in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins and Wayne. The Agency may determine on a case-by-case basis to waive the Local Access Policy for a project or for a portion of a project where consideration of warranty issues, necessity of specialized skills, significant cost differentials between local and non-local services or other compelling circumstances exist. The procedure to address a local labor waiver can be found in the OCIDA handbook, which is available upon request. RPNY Solar 5 will endeavor to source the highest possible percentage of labor from the local area. However, in the event the requisite amount of qualified labor with the necessary skillset is unavailable locally, outside laborers will need to be contracted.

Prior to issuance of any NYS Tax & Finance ST-60 forms, the Applicant must submit a **Contractor Status Report to the Agency.**

In consideration of the extension of financial assistance by the Agency RPNY Solar 5, LLC (the Company) understands the Local Access Policy and agrees to complete Appendix C of the Agency's application at the time of the application to the Agency and as part of a request to extend the valid date of the Agency's tax-exempt certificate for the Project. The Company understands that an Agency tax-exempt certificate is typically valid for 12 months from the effective date of the project inducement and extended thereafter upon request by the Company. The Company further understands that any request for a waiver to this policy must be submitted in writing and approved by the Agency.

I agree to the conditions of this agreement and certify all information provided regarding the construction and employment activities for the project as of 8/02/21 (date).

Company: RPNY Solar 5, LLC

Representative for Contract: Ben Vollmer

Address: 879 Sanchez Street City: San Francisco State: CA Zip: 94114

Phone: (828) 719-0461 Email: ben@renewprop.com

Project Address: 7390 Kirkville Road City: East Syracuse State: NY Zip: 13057

General Contractor: _____

Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Authorized Representative: _____ Title: _____

Signature: _____

Section VI: Agency Fee Schedule

Payment Terms:

Application & Processing Fee (payable at the time of application):	$1,000
Legal Deposit (payable at the time of application):	$2,500
Agency Fee for Bond Projects:	Payable at Closing
Agency and Legal Fees for all other projects:	Due and Payable at Inducement

*** A sales tax certificate (ST-60) will not be issued until the Agency Fee is Paid in Full**

Agency Fees: The project cost is the Total Project Cost from section III A

Benefit Sought	Fee Charged
Mortgage Recording Tax and/or Sales Tax exemptions:	0.01 X the project cost
Additional Fee for PILOT Agreement Projects:	0.0025 X the project cost
Fee for bond financing, refinancing & refunding:	0.0025 X the project cost

Note: For Manufacturing Projects under $10 million the fee is reduced by: 0.0025 X the project cost

Agency Legal Fees: The project cost is the Total Project Cost from section III A

Fee for first $20 million:	0.0025 of the project cost
Fee for expenses above $20 million:	0.00125 of the project cost

In addition to the foregoing, Applicants are responsible for payment of all costs and expenses incurred by OCIDA in connection with application or Project including without limitation publication, copying costs, SEQRA compliance and fees and costs to OCIDA's attorneys, engineers, and consultants. OCIDA reserves the right to require a deposit to cover anticipated costs. Application fees are payable at time application/request is submitted. All fees are non-refundable. Applicants for bond transactions are responsible for payment of a Bond Issuance Charge payable to the State of New York. Applicants are also responsible for payment of post-closing fees and costs associated with the appointment of additional agents.

OCIDA reserves the right to modify this schedule at any time and assess fees and charges in connection with other transactions such as grants of easement or lease or sale of OCIDA-owned property.

Section VII: Recapture of Tax Abatement/Exemptions

Information to be Provided by Companies: Each Company agrees that to receive benefits from the Agency it must, whenever requested by the Agency or required under applicable statutes or project documents, provide and certify or cause to be provided and certified such information concerning the Company, its finances, its employees and other topics which shall, from time to time, be necessary or appropriate, including but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

Recapture of Benefits: It is the policy of the Agency to recapture the value of a PILOT, any sales and use tax exemption, and mortgage recording tax exemption in accordance with the Laws of the State and the provisions contained herein. Before receiving benefits, the Company must attest in writing to its understanding of, and agreement to, the recapture provisions contained in State Law and herein. To the extent permitted by State law, the recapture provisions contained herein may be modified from time to time by the Agency at its sole discretion.

Recapture of a PILOT, Sales Tax and the Mortgage Recording Tax Exemptions: If the number of full time equivalent jobs to be maintained or created in connection with a project falls below 75% of the number projected in the Company's application to the Agency, or if there are material violations of the project agreements, then the value of the property tax, sales and use tax and mortgage recording tax benefits extended to the project by the Agency may be subject to recapture. When deciding whether or not to recapture benefits and the amount of such recapture, the Agency may consider the potential future benefit of the business to the community.

Recapture Payment: The recapture payment paid by the Company to the Agency shall be determined (1) by the difference between any PILOT payments made by the Company and the property taxes that would have been paid by the Company if the property were not under the supervision, jurisdiction or control of the Agency, (2) the value of any mortgage recording tax exemption, if awarded to the Company and (3) the amount of sales and use tax that would have been paid if an exemption was not granted.

Recapture of the PILOT, Sales Tax or Mortgage Recording Tax: The Recapture Schedule for a Payment in Lieu of Tax Agreement, Sales Tax or the Mortgage Recording Tax is as follows:

Time from Project Completion	Tax Savings Recaptured
1 Year	80%
2 Years	60%
3 Years	40%
4 Years	20%
5 Years	10%

Distribution of the Recapture Payment: Any funds recaptured as a result of the recapture payment shall be distributed to the affected taxing jurisdictions in the same proportion as if the payments were paid or owed by the Company on the date of recapture.

Additional Conditions for the Recapture of Sales and Use Tax: As of April 1, 2013, New York State law requires Industrial Development Agencies to recapture sales tax benefits where:

- A project is not entitled to receive the benefits:
- Exemptions received exceed the amount authorized by the Agency;
- Exemptions are claimed by the Project for unauthorized property or services; or
- A project fails to use property in the manner required by its IDA agreements.

1. Distribution of Sales and Use Tax. Project operators must cooperate with the Agency in its effort to recapture all sales and use tax benefits received by the Company by promptly paying the recapture amount as determined by the Agency. The amount to be recaptured will be dictated by State Law or this UTEP Policy, which ever may be applicable. The Agency shall remit the recaptured sales and use tax benefits to the State within 30 days of receipt.

2. Compliance Report. Annually, the Agency will file an annual compliance report with the State of New York detailing its recapture terms and its activities to recapture benefits, including any attempt to recapture benefits from an Agency project.

A "Full Time Permanent Employee" shall mean

1. A full time, permanent, private sector employee on the Company's payroll, who has worked at the project location for a minimum of thirty hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Company to other employees with comparable rank, duties and hours; or

2. Up to three part time, permanent, private-sector employees on Company's payroll, who have worked at the project location for a combined minimum of thirty hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Company to other employees with comparable rank, duties and hours.

I have read the foregoing and agree to comply with all the terms and conditions contained therein as well as policies of the Onondaga County Industrial Agency.

Name of Applicant Company RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

Section VIII: Employment Plan

Jobs Listings: In accordance with §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 Business Services and with the administrative entity of the service delivery area created by the Workforce Innovation and Opportunity Act of 2014 in which the Project is located. In Onondaga County, please contact CNY Works. Additionally, the applicant is encouraged to review the services provided by JOBSPlus! for candidate matching services.

Are the employees of your company currently covered by a collective bargaining agreement?

☐ Yes ☑ No

If yes, name and location: _____

Is the labor pool in Onondaga County and/or the CNY Economic Development Region adequate to fill new positions?

☐ Yes ☑ No

Enter Company Name in three (3) places below and sign by an authorized company officer:

In consideration of the benefits provided by the Onondaga County Industrial Development Agency (OCIDA), RPNY Solar 5, LLC, project beneficiary, also agrees to report to OCIDA on the number of new employment opportunities created in connection with industrial or commercial projects financed by the proceeds of such benefits to be listed with the New York State Department of Labor Business Services and CNY Works.

RPNY Solar 5, LLC, project beneficiary, also agrees to report to OCIDA on or before March 1 of each year the status of employment opportunities filed with the New York State Department of Labor Business Services, including the number of new employment opportunities created, the number listed, and the number filled for the year ending the prior December 31.

RPNY Solar 5, LLC, project beneficiary, further agrees that, to the extent practicable and feasible, and subject to the requirements of any existing collective bargaining agreement, the project beneficiary shall fill at least 10% of new employment opportunities with persons eligible for service under the Workforce Innovation and Opportunity Act of 2014.

Name of Applicant Company: RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

NYS Department of Labor:
Roy Jewell
Associate Business Service Representative
450 South Salina Street, Syracuse, NY 13202 315-479-3362
roy.jewell@labor.ny.gov
www.labor.ny.gov

CNY Works
Chris Kennedy
Business Development Specialist
960 James Street, Syracuse, NY 13203
315-477-6974
ckennedy@cnyworks.com
www.cnyworks.com

Section IX: Conflict of Interest

Agency Board Members

1. Patrick Hogan
2. Steve Morgan
3. Victor Ianno
4. Sue Stanczyk
5. Kevin Ryan
6. Janice Herzog
7. Fanny Villarreal

Agency Officers/Staff

1. Robert M. Petrovich
2. Nathaniel Stevens
3. Nancy Lowery
4. Karen Doster
5. Chris Cox

Agency Legal Counsel & Auditor

1. Jeffrey Davis, Esq., Barclay Damon LLP
2. Amanda Mirabito, Esq., Barclay Damon LLP
3. Michael G. Lisson, CPA, Grossman St. Amour Certified Public Accountants PLLC

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Name of Applicant Company RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

Section X: Representations, Certifications, and Indemnification

Aaron Halimi (Name of CEO or other authorized representative of Applicant) confirms and says that he/she is the President (title) of RPNY Solar 5, LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

A. First Consideration for Employment: In accordance with §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 WIA programs who shall be referred by the CNY Works for new employment opportunities created as a result of the Project.

B. Other NYS Facilities: In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or is reasonably necessary.

C. Annual Sales Tax Filings: In accordance with §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, 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. Outstanding Bonds: The Applicant understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the project that is requested by the Comptroller of the State of New York.

E. Employment Reports: The Applicant understands and agrees that, if the Project receives any financial assistance from the Agency, the Applicant agrees to file with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, with said report being an agenda item subject to the open

meetings law.

F. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Section X.

G. Compliance: The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

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

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

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

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

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

L. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants 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 statement contained herein not misleading.

M. The OCIDA has the right to request and inspect supporting documentation regarding attestations made on this application.

N. Hold Harmless Agreement: Applicant hereby releases Onondaga County 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 cause of action and attorney's fees and any other expenses incurred in defending any suits or action which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the process of the Application, including attorney's fees, if any.

Name of Applicant Company RPNY Solar 5, LLC

Signature of Officer or Authorized Representative: _____

Name & Title of Officer or Authorized Representative: Aaron Halimi, President

Date: _____

STATE OF NEW YORK)

COUNTY OF ONONDAGA)ss.;

_____, being first duly sworn, deposes and says:

1. That I am the_____(Corporate Officer) of_____ (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

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

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this_____day of__, 20_____.

_____

(Notary Public)

End of Application

Rev 1-9-20

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

July 30, 2021

Mr. Robert Petrovich
Executive Director
Onondaga County
Industrial Development Agency
333 W. Washington Street, Suite 130
Syracuse, NY 13202

Dear Mr. Petrovich,

RE: Kirkville Road Solar Project Narrative

The Kirkville Road Solar Project (Project) is small-scale commercial solar energy generating facility that will be located on approximately 7 acres of a 27-acre parcel. The subject parcel is located at 7390 Kirkville Road (APN 313889055.-01-10.1) in the Town of Manlius, NY, and is currently vacant. The parcel is zoned "Restricted Agriculture." The Project received Site Plan and Special Use Permit approval at the March 8, 2021 Manlius Town Planning Board meeting.

The Project will provide electric utility cost savings for Onondaga County residents and businesses. In addition, the Project will generate approximately $155,000 dollars in PILOT payments over 20 years. During the construction period, the Project will create up to 30 full-time construction related jobs, which may be filled by locally based workers depending upon availability and expertise. After construction, the Project will bring long-term maintenance contracts for local electricians and property maintenance companies. The Project will also result in increased revenues to the county and local municipal tax base, payments to the local hospitality industry, purchase of local supplies and goods, and lease revenues to the participating landowner.

It should be noted that tax revenue from community solar systems have a 100% net benefit to the tax base. The Project will not burden municipal resources in any manner and therefore the tax proceeds generated from the existence of the Project have a 100% reduction on municipal expenses. Moreover, the Project will still pay any applicable special district taxes. It is respectfully submitted that almost no other applicant or taxpayer/use can make that representation. For this particular property, tax proceeds will increase by approximately 307% from FY2020 tax receipts. PILOT payments with a 2% contractual escalator will total $6,400/year for base year up to $9,323 in year 20 for a total of $155,503 in payment in lieu of taxes.

The Project company has entered into a long-term lease agreement with the property owner, Abdulah Alemic. The Project will generate 1.6 megawatts (MW) of alternating current (AC) emission-free, clean, renewable power. The Project will interconnect to National Grid's existing electrical distribution system,

which is located on site. The power generated from this facility will be sold to consumers via the state's Community Distributed Generation program (commonly called community solar). This program allows customers to directly offset their energy use with local solar power while saving money on their electrical bills. According to National Energy Laboratory, only 27% of all homes in the United States can install solar panels. This statistic indicates 73% of the country's population is denied access to renewable energy. Community solar provides utility savings and renewable energy access to businesses and residents that cannot install solar panels on their building because of a lack of financial means, or because of a physical barrier to installation. Community solar lowers the barriers of access to renewable energy, making it attainable for all local residents. The Project will generate an estimated 2,790,000 kWhrs of pollution-free electricity annually, supplying roughly 334 local residences. Additionally, the Project will generate community solar credits for ninety cents on the dollar which will be credited it to residents' utility invoices. Both residential and commercial customers can take advantage of the savings.

The Project will utilize 5,616 modules and 13 string inverters which convert the sun's energy into usable AC power. Single-access tracking technology will be utilized to allow the modules to efficiently track the sun throughout the day and maximize the efficiency of solar collection. The modules will be mounted on a steel racking system, which will be anchored into the ground using driven steel piers. The overall height of the array will be more no more than 8 feet tall.

A full environmental assessment form (FEAF) was completed by the project team and submitted to the Town of Manlius in December of 2020. The Town of Manlius declared their intent to serve as SEQRA lead agency, classified the project as an Unlisted Action pursuant to SEQRA and declared to conduct an uncoordinated SEQRA review of the Unlisted Action at their meeting on February 8, 2021. At their March 8, 2021 meeting, the Town of Manlius Planning Board issued a Negative Declaration of Significant Adverse Impact as SEQRA lead agency for the proposed project (a copy is attached). The Onondaga County Industrial Development Agency as an agency involved in the funding of the proposed Project may proceed to make its own separate determination of significance and decision for the Project as an Unlisted Action receiving uncoordinated review, as supported by the Negative Declaration of Significant Adverse Environmental Impact issued by the Town of Manlius Planning Board.

In sum, not only will the Project provide economic benefits to the applicable municipalities pursuant to the annual PILOT payment, it provides savings to the local residents that choose to take advantage of community solar while placing no burden on any municipal resources. RPNY Solar 5 requests this PILOT because our financial modeling indicates the Project would not be feasible otherwise. While past solar projects in Onondaga County may have been able to support a larger PILOT dollar value, near-term sunsetting incentives through NYSERDA, along with the disappearance of the Community Adder, have made the economics on solar projects more challenging. Though projects of Kirkville Road's size offer outsized community benefits, their relatively small footprint mean less of an ability to take advantage of the economies of scale available to larger projects. For those reasons, a $4,000/MW PILOT is essential to bringing this opportunity and benefits to Onondaga County.

We are excited to work with the Onondaga County Industrial Development Agency and advance this Project through to commercial operation.

Sincerely,

RENEWABLE PROPERTIES

Stephanie Loucas
Vice President, Development
415-710-3834

TOWN OF MANLIUS
SPECIAL PERMIT APPLICATION
(Original or Renewal)

DATE: October 7, 2020 Tax Map # 3138890 55.01.10.1

I Stephanie Loucas as applicant relative to property located at

7390 Kirkville Road, East Syracuse, NY 13057

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

Applicant's Signature

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

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

A 3. Present Zoning of Property: Restricted Agriculture

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

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

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

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

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

B 4. Anticipated Automobile Parking: N/A

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

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

B 7. Proposed Site Lighting: No lighting proposed.

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

B 9. Landscape:

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

b) Proposed landscaping: n/a

B 10. Proposed Signage: No signage is proposed.

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

B 12. Specific Requirements:

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

EXHIBITS TO SPECIAL PERMIT APPLICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF MANLIUS

SPECIAL PERMIT APPLICATION – EXHIBIT "G"

PROFESSIONAL FEES REIMBURSEMENT AGREEMENT

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

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

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

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

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

This Agreement shall be effective as of October 8, 20 20 The Applicant shall deposit an initial sum of $2,450.00 and such other amounts as from time to time the Town may determine, payable to and deposited with the Town and which sum or sums shall be applied against those sums reimbursable to the Town pursuant to the terms of this Agreement (the "Deposit"). Upon completion or discontinuance of the Application and Project and payment of all fees incurred, any unused Deposit shall be returned to the Applicant.

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

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

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

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

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

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

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

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

Dated: 10/8/20_

Wildcat Renewables, LLC _____

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

Applicant Address: 879 Sanchez Street San Francisco, CA 94114

Stephanie Loucas _____

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

_____ _____

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

_____ _____

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

TOWN OF MANLIUS

By: _____

Name: _____

Title: _____

dd/2017

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: RPNY 5, LLC Kirkville Road Solar Project		
Project Location (describe, and attach a general location map): 7390 Kirkville Road in the Town of Manlius, Onondaga County, New York (43.083927, -76011575) (Please refer to attached USGS Map)		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of a 1.6 MW solar energy system solar farm located on an approximately 6.95-acre portion of a 27.65-acre parcel (Parcel ID: 055.-01-10.1). The Project will involve the installation of ground mounted photovoltaic panels as well as associated access road, electric utility upgrades, power inverters and perimeter fencing for the solar energy system.		
Name of Applicant/Sponsor: RPNY Solar 5, LLC c/o Stephanie Loucas (Renewable Properties, LLC)	Telephone: 415-710-3834 E-Mail: stephanie@renewprop.com	
Address: 879 Sanchez Street		
City/PO: San Francisco	State: CA	Zip Code: 94114
Project Contact (if not same as sponsor; give name and title/role): Bergmann, c/o Kelly Sullivan	Telephone: 585-333-3116 E-Mail: khsullivan@bergmannpc.com	
Address: 280 East Broad Street, Suite 200		
City/PO: Rochester	State: NY	Zip Code: 14604
Property Owner (if not same as sponsor): Alemic Abdulah	Telephone: 315-560-4113 E-Mail: N/A	
Address: 6533 N. Manlius Road		
City/PO: Kirkville	State: NY	Zip Code: 13082

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Manilus Planning Board Application - Site Plan Referral	12/22/2020
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Manilus Planning Board - Site Plan Approval and Special Use Permit Approval	12/22/2020- Negative Declaration and Site plan approval on 3/8/2021
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Onondaga County Planning Board and Onondaga County IDA	Site Plan and Special Permit approval 1/27/21
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	SHPO - No Effect; NYSERDA - Incentives; NYSDEC - SPDES GP-020-001	12/27/2020 - SHPO No Effect: 10/23/2020 DEC Approval-1/27/2021
h. Federal agencies ☐Yes ☑No	USACE - NWP 51 (Non-Reporting) - if nec, USDA Rural Energy for America Funding	USACE - NWP 51 N/A, USDA TBD

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

_____

_____

_____

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

If Yes, identify the plan(s):

Onondaga County Agricultural and Farmland Protection Plan

_____

_____

C.3. Zoning

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

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

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

C.4. Existing community services.

a. In what school district is the project site located? East Syracuse - Minoa Central School District

b. What police or other public protection forces serve the project site?
Manlius Police Department

c. Which fire protection and emergency medical services serve the project site?
Minoa Fire Department and Critical Response Committee emergency services

d. What parks serve the project site?
Ellis Field Park and Green Lakes State Park

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 6.95± acres
b. Total acreage to be physically disturbed? 6.95± acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 27.65± acres

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

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

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

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures N/A

ii. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; and N/A length

iii. Approximate extent of building space to be heated or cooled: N/A square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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

_____

_____

_____

_____

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

If Yes, describe: _____

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

If Yes:

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

_____

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

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

_____

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

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

If, Yes:

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

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

_____

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

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

If Yes:

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

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

_____

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

0 Square feet or 0 acres (impervious surface)

1,204 Square feet or 27.65 acres (parcel size)

ii. Describe types of new point sources. Limited Use Pervious Gravel Roadway

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

On-site surface water

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

_____

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

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

_____

_____

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

If Yes:

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

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

_____

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

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

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

_____

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

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

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

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

If Yes:

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

_____

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

_____

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

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

i. During Construction:

- Monday - Friday: 8:00 am - 6:00 pm
- Saturday: 8:00 am - 6:00 pm
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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

If yes:

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

Noise levels will increase during construction due to construction equipment during the hours of 8:00 AM - 6:00 PM Monday through Saturday.

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

Describe: _____

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

If yes:

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

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities:_____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: 0.1 tons per Month (unit of time)
- Operation : N/A tons per N/A (unit of time)

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

- Construction: Waste will consist of office waste and cardboard items from deliveries. Most of the waste will be recyclable
- Operation: N/A

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

- Construction: A refuse container will remain on site during construction and be emptied by a licensed hauler as needed
- Operation: N/A

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.15	0.00	-0.15
• Forested	23.66	19.42	-4.24
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.35	7.57	+4.22
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.49	0.49	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: Limited Use Pervious Gravel	0	0.17	+0.17

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

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

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

☐ Neither database

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

_____

_____

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

If yes, provide DEC ID number(s): E734105

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

The former Greiner Orchard site is approximately 0.25 miles southwest of the project. The Greiner site is under an to environmental easement and includes ground water use restriction, soil management plan, land use restriction, site management plan, and IC/ EC plan.

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 5.77± feet

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

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

WwA - Williamson silt loam	56.9 %
MtA - Minoa fine sandy loam	26.3 %
ArB - Arkport very fine sandy loam	9.5 %

d. What is the average depth to the water table on the project site? Average: 2.26 feet

e. Drainage status of project site soils:

☑	Well Drained:	9.5 % of site
☑	Moderately Well Drained:	61.9 % of site
☑	Poorly Drained	28.6 % of site

f. Approximate proportion of proposed action site with slopes:

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

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name NYS Wetland Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) SYE-11

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

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

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

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

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

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

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:

Grey Squirrel	Rabbits	Eastern Chipmunks
White-tailed Deer	Raccoon	Migratory Birds

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

If Yes:

i. Species and listing (endangered or threatened): Indiana Bat and Northern Long Eared Bat, tree clearing will be conducted during the winter months to avoid impacts to these species.

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

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No

If yes, give a brief description of how the proposed action may affect that use: _____

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

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

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☑ Yes ☐ No

i. If Yes: acreage(s) on project site? 19.6 acres (All Areas are Prime Farmland)

ii. Source(s) of soil rating(s): NRCS Web Soil Survey

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

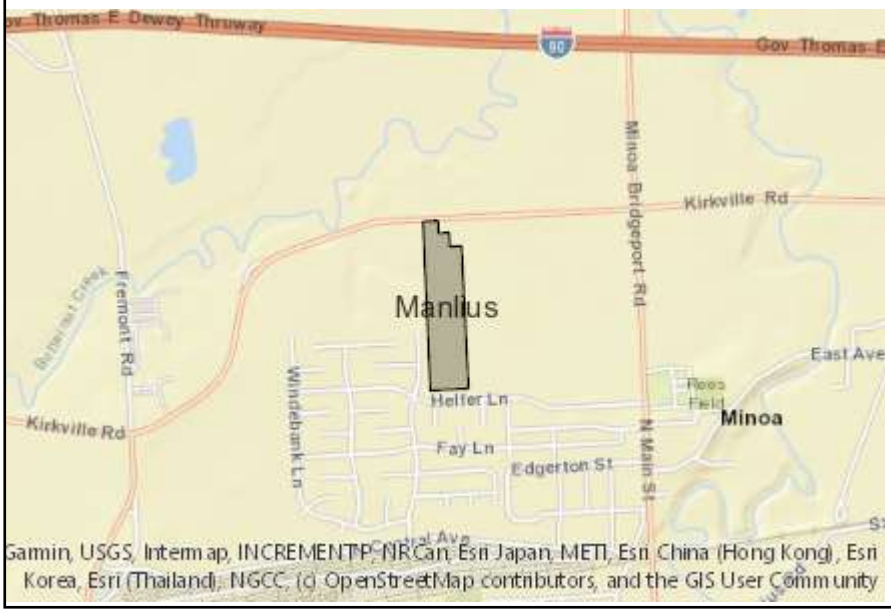
Applicant/Sponsor Name Kelly Sullivan - Bergmann Date December 21, 2020

Signature Kelly Sullivan Title Senior Project Manager

PRINT FORM

EAF Mapper Summary Report

Tuesday, December 15, 2020 2:39 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	E734105
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):1451.0
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	SYE-11
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

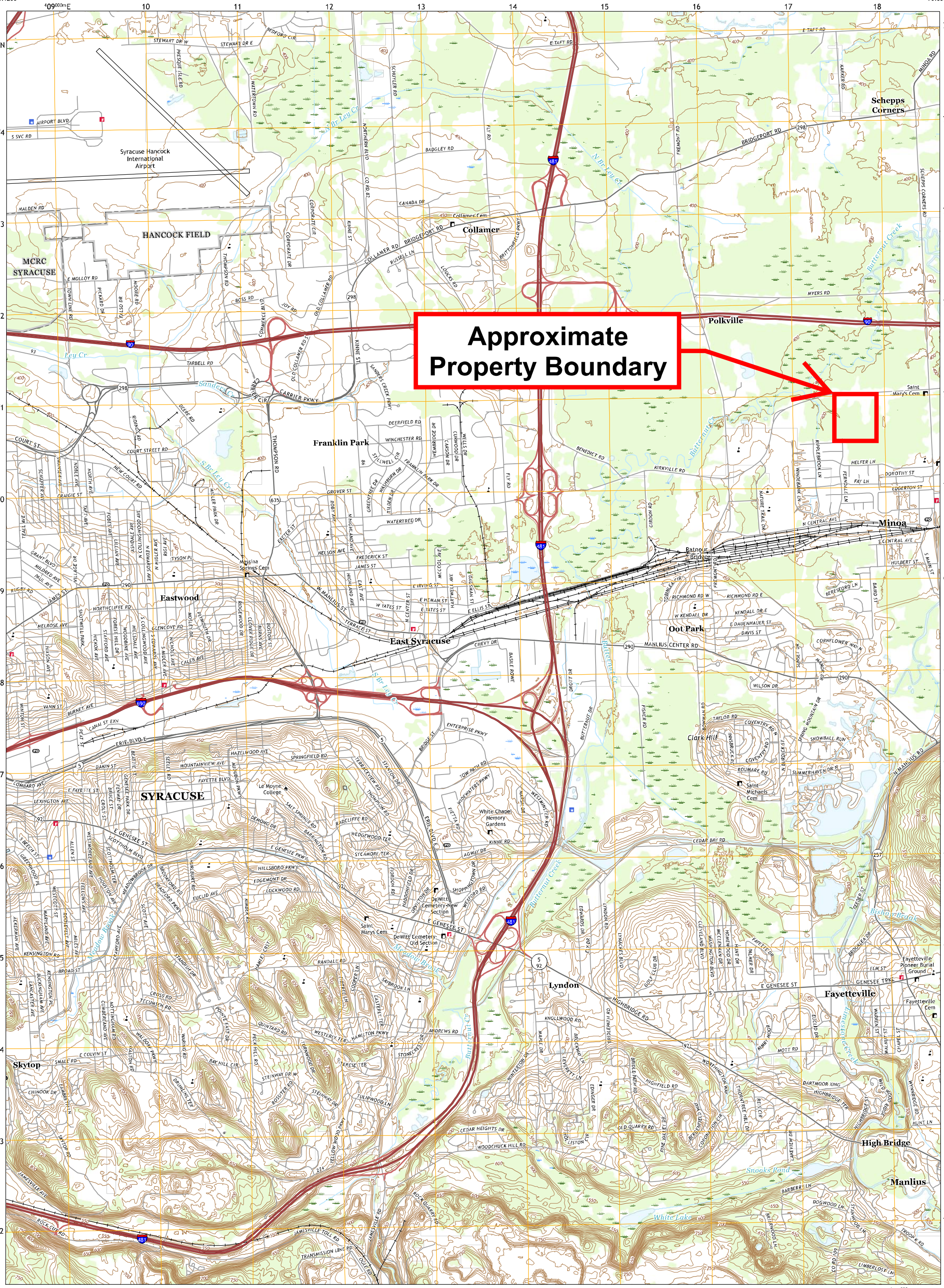
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

USGS
science for a changing world

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

The National Map
US Topo

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



SCALE 1:24 000

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

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

UTM GRID AND 2019 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

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

QUADRANGLE LOCATION

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

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

SYRACUSE EAST, NY
2019

TOWN OF MANLIUS
PLANNING BOARD MINUTES
March 8, 2021

APPROVED

The Town of Manlius Planning Board convened with the members live streaming from their homes and in accordance with the Executive Order of the Governor to assure compliance with the Open meetings Law. Chairperson Joseph Lupia presided, and the following Members were present: Fred Gilbert, Ann Kelly, Mike LeRoy, Arnie Poltenson, Richard Rossetti and Valerie Beecher. Also, present were Attorney Jamie Sutphen and Town Engineer Douglas Miller.

Also, Present: Carson Weinand, Jared Lusk, Dan Bargabus, Steve Calocerinos, Brain Madigan, Robert Switala

The Pledge of Allegiance was recited.

Minutes
The minutes of February 22, 2021 were tabled for further review.

Wildcat Renewables, LLC – 879 Sanchez Street, San Francisco, CA 94114
Decision – Site Plan and Special Use Permit –
Solar Array – 7390 Kirkville Road, East Syracuse, NY 13057
Tax Map # 055.-01-10.1
Member Rossetti made a motion, seconded by Member Kelly and carried unanimously to declare the Town of Manlius Planning Board Lead Agency for SEQR.

Attorney Sutphen reviewed the 11 questions in Part 2 of the EAF with the Board and the Board agreed unanimously that the action would have no, or a small impact on the environment. The EAF was filled out accordingly.

Member Rossetti made a motion, seconded by Member Kelly and carried unanimously to issue a Negative Declaration under SEQR and authorized the Chairman to sign the short form EAF.

Chairman Lupia reviewed the Special Permit Criteria with the Board. Will the project have an adverse effect on adjacent lands, the immediate neighborhood or on the character of the community is the ultimate question and these are the questions the Board must answer:

1. Is the community protected from traffic congestion conflicts, flooding and excessive soil erosion? The Board said yes.
2. Is the community protected from unnecessary noise, lighting and odors? The Board said yes.
3. Does this plan protect the community from inappropriate design and other matters of significance? The Board said yes.

4. Does the plan ensure the proposed use will be in harmony with the appropriate and orderly development of the district in which it is proposed? The Board said yes.
5. Can any adverse impact be mitigated with compliance with reasonable conditions? The Board said yes.
6. Does the project conform with the Towns Planning objections, for example, do we need any kind of conditions with respect to operations and are there modifications to the development proposal or design guidelines that can attach reasonable conditions to minimize impacts? Member Rossetti asked if putting a timeframe on the project would be applicable. Attorney Sutphen said yes.

Members Rossetti and Poltenson would like to understand why the Board has approved so many Solar projects in the last few years and none of them are being built or have applied for a Building Permit.

Member Kelly made a motion, seconded by Member Poltenson and carried unanimously to approve the Special Use Permit for a period of seven (7) years to expire March 8, 2028 with the following conditions:

1. The Applicant must Apply for a Building Permit within 1 year.
2. The Applicant must complete the project in 3 years.

Chairman Lupia stated that the Board did hear back from the Onondaga County Planning Board and they have no objection to the Special Permit or Site Plan, but they did however have the following recommendation: The applicant is required to coordinate Kirkville Road access plans with the Onondaga County Department of Transportation. To further meet Department requirements, the applicant must submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) for Department review. The municipality must ensure any mitigation as may be determined by the Department is reflected on the project plans prior to, or as a condition of, municipal approval.

Member Rossetti made a motion, seconded by Member LeRoy and carried unanimously to approve the Site Plan.

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

Dan Bargabos and Steve Calocerinos spoke on behalf of the Applicant. Mr. Bargabos stated that he purchased the property from David Stringer last year, all the approvals were in place and the map was ready to be filed. However, Engineer Miller pointed out that one of the lots is an Army Corp Wetland. The project stopped and a permit is being applied for with the Army Corp of Engineers. One lot on the project is a wetland so they are going to lose it. They would like to make up the lost lot by creating another lot, as a result, the size of some of the other lots will be non-conforming. They would like to combine lots 245 and 246 to make one big lot and have the 4 approved lots split into 5

with smaller square footage (32,000 to 36,000) instead of the required 40,000 by Town Code.

Member Rossetti said that this board does not have the authority to grant variances for the small lot coverage issue so they would have to see the Zoning Board of Appeals for variances.

Chairman Lupia's concern is that the "new" lots will be significantly smaller than mandated by Town Code and he is wondering if its fair to the other neighbors with larger lots.

Mr. Bargabos decided to keep the project as previously approved and not go to the Zoning Board of Appeals.

CVE North America, Inc. 109 W. 27th Street, New York, NY 10001
Initial Presentation - Subdivision/Site Plan/Special Use Permit
Solar Array - Duguid Road, Manlius, NY 13104
Tax Map # 099.-01-03

Carson Weinand, Jared Lusk, Lara and Christina Tapia spoke on behalf of the Applicant.

Mr. Weinand told the Board that the company owns the project long term, they do not sell it off like other companies. He stated that there is 1 parcel (240 acres total with a disturbance of less than 79 acres) that will be subdivided into 4 smaller parcels. Total size of the project will be 16 megawatts, 11 megawatts AC.

Members LeRoy and Rossetti and Attorney Sutphen asked why the parcel needs to be subdivided? Mr. Weinand said that due to a maximum system size per parcel, only allowed 5 megawatts AC on a single parcel, pursuant to a New York State energy level, NYSERDA.

Member Kelly asked about the 1-mile radius between solar arrays per Town Code. Mr. Lusk said that it is the same project, its just on 3 parcels. Attorney Sutphen will look into this. The Board is concerned about there being separate lots and the project being so close together.

Member Beecher asked about a timeline for the project, phases? Mr. Weinand said maybe about 4-6 months.

Chairman Lupia asked Engineer Miller if SWPPP materials had been provided and if he had a chance to review them. Town Engineer Miller said that a SWPPP has not been received. Mr. Lusk said the SWPPP was not submitted yet because they wanted feedback on the project first and they are working on it.

Attorney Sutphen stated that there is a threshold matter and that the Board needs to see the SWPPP. The Board tabled the matter until more information is received.

Other Business

With there being no further business, Member Gilbert made a motion, seconded by Member Rossetti and carried unanimously to adjourn the Regular Meeting at 7:58 pm.

Respectfully submitted,
Lisa Beeman, Clerk

COVER SHEET

LEASE AGREEMENT

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

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

LEASE AGREEMENT

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

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

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

[redacted]

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

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

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

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

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

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

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

[redacted]

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

[redacted]

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

[redacted]

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

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

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

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

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

[redacted]

[redacted]

[redacted]

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

8. **Access to Premises**.

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

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

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

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

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

[redacted]

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

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

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

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

[redacted]

[redacted]

[redacted]

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

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

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

[redacted]

[redacted]

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

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

16. **Insurance**.

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

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

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

17. **Taxes**.

[redacted]

18. **Liability and Indemnity**.

[redacted]

[redacted]

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

[redacted]

22. **Defaults and Remedies**.

[redacted]

[redacted]

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

LESSOR:

ABDULAH ALEMIC

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

LESSEE:

WILDCAT RENEWABLES, LLC

By: Renewable Properties Holdings, LLC, its sole member

By: Renewable Properties, LLC, its sole member

By:
Name: Aaron Halimi
Title: President

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

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

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

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

EXHIBIT B
SYSTEM SPECIFICATIONS AND SITE PLAN

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

EXHIBIT C
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
INSURANCE

ESM
East Syracuse Minoa
Central School District

District Office
407 Fremont Road
East Syracuse, NY 13057
Fax: 315-434-3020
www.esmschools.org

Dr. Donna J. DeSiato
Superintendent

Phone: 315-434-3012
E-mail: ddesiato@esmschools.org

September 29, 2021

Robert M. Petrovich
Onondaga County Office of Economic Development
333 W. Washington Street, Suite 130
Syracuse, New York 13202

Dear Executive Director Petrovich:

I am writing on behalf of the East Syracuse Minoa Central School District. It is our understanding that Renewable Properties, LLC have proposed to construct a small-scale commercial solar energy generating facility that will be located on approximately 7 acres of a 27-acre parcel at 7390 Kirkville Road (APN 313889055.-01-10.1) in the Town of Manlius, NY. The property is currently vacant.

As we understand it, the project will provide electric utility cost savings for Onondaga County residents and businesses. During the construction period, the project will create up to 30 full-time construction related jobs.

It is also the District's understanding that the Company has proposed to enter into a payment in lieu of tax agreement with the Onondaga County IDA under which the Company will pay $4,000/megawatt each year for 20 years. The School District will receive a pro rata share of such payment based on the real property tax burden.

I am writing to advise that the East Syracuse Minoa School District supports the proposed project based on the terms and information provided to the District.

Please contact me if you require any additional information. Thank you for your ongoing efforts to bring economic growth and development to our community.

Sincerely,

Dr. Donna DeSiato
Superintendent of Schools