ZONING BOARD OF APPEALS MEETING

Lansing Town Hall Board Room
Tuesday, December 16, 2025
6:30 PM

AGENDA

SUBJECT TO CHANGE

Meeting is open to the public and streamed live on YouTube.

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

To find our YouTube Channel - Go to *www.lansingtownny.gov*, click on the "YouTube" Icon (red square) located on the bottom left corner of our Home Page.

1. **Call Meeting to Order**
2. **Roll Call**
3. **Action Items**
   a. **General Public Hearing Information:**

      As a quasi-judicial body, the Zoning Board of Appeals does not allow "privilege of the floor" at its meetings. Should anyone wish to comment on the appeals scheduled for a public hearing, they may do so during the public hearings**. No public comment will be allowed outside the public hearings themselves.**

   b. **Public Hearing #1**

      Project: Cayuga Data Campus

      Applicant: Fred DelFavero

      Location: 228 Cayuga Drive, TPN 11.-1-3.211

      Project Description: Appeal of Code Enforcement Officer's (CEO) written zoning interpretation dated October 22, 2025, that the proposed high-performance computing ("HPC") research facility is not a permitted principal use in the IR District. The Applicants appeal that determination and seek a finding that the proposed use is properly classified as a "Scientific Research Laboratory", a permitted principal use within the IR District under the Town of Lansing Zoning Code.

      Anticipated Action Items: Public Hearing; possible determination of appeal.

   c. **Public Hearing #2**

      Project: Cayuga Data Campus

      Applicant: Fred DelFavero

      Location: 228 Cayuga Drive, TPN 11.-1-3.211

      Project Description: Appeal of Code Enforcement Officer's (CEO) written zoning interpretation dated November 10, 2025, that the proposed high-performance computing ("HPC") research facility is not a permitted principal use in the IR District. The Applicants

appeal that determination and seek a finding that the proposed use is properly classified as a “General Processing" and/or "Warehouse / Storage of non-agricultural goods”, each a permitted principal use within the IR District under the Town of Lansing Zoning Code.

Anticipated Action Items: Public hearing; possible determination of appeal.

4. Adjourn Meeting

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact the Town Clerk’s Office at 607-533-4142. Request should be made 72 hours prior to the meeting.

TERAWULF

TOWN OF LANSING ZONING BOARD OF APPEALS

Administrative Appeal of CEO Zoning Interpretation

Pursuant to Town Code §270-62 and Town Law §267-b(1)

Date of Submission: November 5, 2025

Project Name: Cayuga Data Campus

Submitted by: TeraWulf Inc. and Cayuga Operating Company LLC (the "Applicants")

I. Applicant Information

Applicants:	Cayuga Operating Company LLC (Property Owner) Lake Hawkeye LLC / TeraWulf Inc. (Lessee/Developer)
Subject Property:	228 Cayuga Drive, Lansing, NY 14882
Tax Parcel No.:	11.-1-3.211
Zoning District:	IR – Industrial / Research

II. Nature of Appeal

This administrative appeal is submitted pursuant to §270-62 of the Town Code and Town Law §267-b(1) in response to the Code Enforcement Officer's (CEO) written zoning interpretation dated October 22, 2025 (see Exhibit 1). In that interpretation, the CEO determined that the proposed high-performance computing ("HPC") research facility is not a permitted principal use in the IR District.

The Applicants respectfully appeal that determination and seek a finding that the proposed use is properly classified as a "Scientific Research Laboratory", a permitted principal use within the IR District under the Town of Lansing Zoning Code.

III. SEQR Classification

This administrative appeal constitutes a Type II action under 6 NYCRR 617.5(c)(37), as it involves a zoning interpretation only and no approval of physical development or land disturbance.

IV. Project Background and Context

The subject parcel at 228 Cayuga Drive is the site of the former Cayuga coal-fired generating station, which permanently retired in 2019. The property has remained continuously zoned

IR (Industrial/Research) and has long been identified for industrial and research-oriented reuse.

The Applicants propose to redevelop the site as the Cayuga Data Campus, a HPC research facility supporting scientific, engineering, and data-intensive research applications. The project will utilize the existing industrial infrastructure on-site and transform the former coal facility site into a modern research campus.

Key characteristics include:

- No combustion, no emissions, and no process discharge.
- A fully closed-loop cooling system with no lake withdrawals or thermal discharge.
- Non-adjacency to any residentially zoned parcels.
- Location within a continuous industrial and utility corridor.
- Demolition of the coal plant stack and replacement with a non-emitting, low-impact research facility.

This redevelopment represents a significant environmental improvement and directly advances the objectives of the Town's 2018 Comprehensive Plan, which encourages adaptive reuse of former industrial lands for research, technology, and clean-energy-oriented economic development.

V. Basis for Appeal

A. The Proposed Use Meets the Definition of "Laboratory"

The Applicants respectfully request that the Board interpret the zoning ordinance in accordance with established New York law. Because zoning regulations restrict the common-law right to use property freely, they must be strictly construed, with any ambiguity resolved in favor of the property. See FGL & L Prop. Corp. v. City of Rye, 66 N.Y.2d 111, 119 (1985) (holding that zoning ordinances, like statutes, should be construed according to their plain and ordinary meaning and to avoid constitutional infirmities). Accordingly, zoning provisions must be interpreted in their ordinary sense and as a whole to ascertain legislative intent.

The CEO's determination improperly treats "data center" as a distinct, unlisted use. The relevant inquiry is not whether the term "data center" appears in the permitted use schedule, but whether the proposed use meets the Code's defined category of a permitted use. The Town Code defines "Laboratory" (§270-3) as:

"*Facilities for research, investigation, testing or experimentation.*"

When a permitted use is defined, specific subcategories need not be separately enumerated. Medical, chemical, and computational laboratories are all "laboratories" under the ordinary meaning of the term. The Code does not restrict the definition to a particular scientific field, methodology, or type of equipment.

According to Merriam-Webster, a data center is:

> "*a facility used to house computer systems and associated components, such as telecommunications and storage systems.*"

By its nature, such a facility supports the processing, storage, and analysis of data—activities integral to research, investigation, testing, and experimentation. Therefore, under the plain language of §270-3, a data center used for research computing clearly qualifies as a laboratory.

The Cayuga Data Campus is designed to provide high-performance computing infrastructure that enables:

- Scientific simulation and modeling
- Algorithm development and testing
- Machine learning research and experimentation
- Data-intensive computational research
- Engineering analysis and investigation

Each of these activities constitutes "research" within the meaning of §270-3. As further supported by a letter from an existing research tenant at a comparable TeraWulf facility (Exhibit 2), the infrastructure is used exclusively for dedicated research computing, including model training, scientific simulation, and data-driven experimentation.

For these reasons, the Applicants respectfully request that the Board interpret "Laboratory" in accordance with its plain meaning. A computational research facility—such as the proposed Data Campus—clearly satisfies the definition of a laboratory under §270-3.

B. Alignment with the IR District Purpose

The IR (Industrial/Research) District is expressly intended to accommodate "light manufacturing, fabrication, assembly or research, mining and power generation/utilities." (Town Code §270-5(H)).

Schedule I of Permitted Uses further authorizes: "Scientific research laboratory" (P*)

The Cayuga Data Campus satisfies both the letter and the spirit of these provisions. Its primary function is to provide the computational infrastructure necessary for research, modeling, and data-driven experimentation—modern equivalents of the same research activity long contemplated by the IR District's permitted use categories.

C. Conclusion

Because the term "data center" is not defined in the Town Code, its ordinary meaning applies. Under that meaning, and consistent with the Town's definition of "laboratory," the proposed Cayuga Data Campus is properly classified as a Scientific Research Laboratory, a permitted principal use within the IR District.

VI. Findings and Justification

1. The proposed use's principal function is scientific research, investigation, modeling, and experimentation conducted through high-performance computing systems. These activities meet the definition of a "laboratory" in §270-3.

   Note: The Applicants have provided a letter of support from an existing tenant at TeraWulf's Lake Mariner campus (Fluidstack Ltd.), confirming that the HPC data centers are used exclusively for dedicated research compute, including model training, scientific simulation, and other data-intensive research workloads (see Exhibit 2).

2. Schedule I expressly permits both "scientific research laboratory" and "industrial or educational research," encompassing modern research and computational infrastructure.
3. The project is situated within an established industrial and utility corridor, consistent with the surrounding land use pattern and the IR District's intent.
4. The redevelopment eliminates the legacy smokestack and replaces heavy industrial operations with a non-emitting, lower-impact research use.
5. The project advances the Town's Comprehensive Plan objectives by supporting sustainable economic growth and the reuse of legacy industrial property.

VII. Relief Requested

Based on the foregoing, the Applicants request that the Zoning Board of Appeals:

1. Reverse the Code Enforcement Officer's October 22, 2025 interpretation.
2. Determine that the proposed use qualifies as a "scientific research laboratory", a permitted principal use in the IR District.
3. Confirm that the project is a permitted principal use under the Town of Lansing Zoning Code and may proceed to Site Plan Review without the need for a variance.

VIII. Exhibits Submitted

1. Code Enforcement Officer Zoning Interpretation (October 22, 2025)
2. Letter of Support from Research Tenant (Fluidstack Ltd., Lake Mariner Campus, October 27, 2025)
3. Zoning Map and Parcel Identification
4. Project Renderings

Site application SITE-25-9 appeals submittal receipt

Documents submitted:

- Cayuga Zoning Interpretation Appeal (11.05.25)vF
  - 4 pages
- Exhibit 1 - TeraWulf_ZoningDetermination_2025.1022
  - 4 pages
- Exhibit 2 - WULF Tenant Letter of Support
  - 1 page
- Exhibit 3 - Zoning Map 2023
  - 1 page
- Exhibit 4 - Cayuga Data Campus Renderings (Nov 2025)
  - 3 pages

Documents received by

Print name: Kelly Geiger

Signature: Kelly Geiger

Date: 11/7/25

Site application SITE-25-9 appeals submittal

Documents submitted on November 7, 2025, to the Planning & Code Enforcement Department:

- Cayuga Zoning Interpretation Appeal (11.05.25)vF
  - 4 pages
- Exhibit 1 - TeraWulf_ZoningDetermination_2025.1022
  - 4 pages
- Exhibit 2 - WULF Tenant Letter of Support
  - 1 page
- Exhibit 3 - Zoning Map 2023
  - 1 page
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RECEIV
11/7/25

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For these reasons, the Applicants respectfully request that the Board interpret "Laboratory" in accordance with its plain meaning. A computational research facility—such as the proposed Data Campus—clearly satisfies the definition of a laboratory under §270-3.

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   Note: The Applicants have provided a letter of support from an existing tenant at TeraWulf's Lake Mariner campus (Fluidstack Ltd.), confirming that the HPC data centers are used exclusively for dedicated research compute, including model training, scientific simulation, and other data-intensive research workloads (see Exhibit 2).

2. Schedule I expressly permits both "scientific research laboratory" and "industrial or educational research," encompassing modern research and computational infrastructure.
3. The project is situated within an established industrial and utility corridor, consistent with the surrounding land use pattern and the IR District's intent.
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1. Reverse the Code Enforcement Officer's October 22, 2025 interpretation.
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3. Zoning Map and Parcel Identification
4. Project Renderings

TOWN of LANSING
"Home of Industry, Agriculture and Scenic Beauty"

ZONING, PLANNING AND CODE ENFORCEMENT
Box 186
Lansing, NY 14882

E-mail: tolcodes@lansingtown.com

Fred DelFavero
Project Manager, Beowulf
228 Cayuga Drive
Lansing, NY 14882

23 Oct 2025

Dear Mr. DelFalvero

This letter is issued in response to your application for a site plan review from the Town of Lansing Planning Board.

Request Summary:

According to the site plan review application you have applied for a site plan review from the Town of Lansing Planning Board for Research based artificial intelligence server buildings. The project is proposed to be located at a 228 Cayuga Drive, Lansing NY, TPN 11.-1-3.211. This project is located within the IR – Industrial/Research zoning district. The type of development listed within Project Information is described as "Data center facilities – high compute and AI". The primary use listed in the Non-Residential Use Building Information portion of the application is "AI High Compute data servers".

An email narrative submitted on 18 Oct 2025 by Fred DelFavero, Project Manager, further describes the project:

"The core purpose of the project is scientific and educational research, enabled through high-performance computing. The facility will provide infrastructure for research, investigation, testing, and experimentation — including AI model development, institutional research workloads, and scientific/engineering simulations such as energy and grid modeling. There is no manufacturing or commercial production component.

High-performance computing is widely recognized as the modern research environment used by universities and scientific institutions. Google, for example, operates its HPC platform specifically for these purposes through the Google Cloud Research Credits Program, which provides compute to university researchers for experimentation and model development. HPC is not commercial hosting — it is the research infrastructure itself. As you may know, TeraWulf is partnered with Google at our Lake Mariner campus in Niagara County, and regional academic institutions — including Cornell and TC3 — have expressed interest in a regional innovation and research hub with Lake Mariner and the Cayuga campus serving as anchors.

Importantly, zoning classification is determined by the primary function of the facility, and in this case the primary function is data processing and storage for research, not commercial hosting or manufacturing. The Town Code defines a laboratory as "facilities for research, investigation, testing or experimentation," and this definition is purpose-based and technology-neutral — it does not limit research to wet-lab settings. The facility also fits within any common or dictionary definition of scientific research laboratory…"

The full email document is appended to this letter.

Zoning Ordinance Review:

The IR -Industrial/Research district is defined in § 270-5.H of the Town's zoning code.

§ 270-5.H Industrial-Research (IR) District. The intent of the IR District is to designate areas where some form of light manufacturing, fabrication, assembly or research, mining and power generation/utilities are appropriate and desired land uses. These areas will become small employment centers that could contain a variety of land use activities. To achieve the type of development that will be compatible with the surroundings, it is appropriate to consider each proposal individually. Site planning concerns relate to accessibility, impact on nearby neighborhoods, parking and safe traffic movement, landscaping, buffers, environmental factors, lighting, size, location and such other elements as may be reasonably related to health, safety, property value and the general welfare of the Town.

Schedule I: Schedule of Land Use or Activities permits several land uses through various review processes, such as site plan review, under the general category of Industrial/Research. Schedule I has been appended to this letter.

§ 270-8 Uses not listed as permitted are not allowed.
Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone, such as (but not limited to) planned development zones. As to preexisting, nonconforming uses, this chapter shall be interpreted and applied so as to eliminate the same as soon as legally practicable.

Definitions:

§ 270-3 of the Zoning Code defines "Laboratory" as "A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

Wikipedia defines a "data center" as "… a building, a dedicated space within a building, or a group of buildings[1] used to house computer systems and associated components, such as telecommunications and storage systems".

Amazon Web Services defines a "data center" as "...a physical location that stores computing machines and their related hardware equipment. It contains the computing infrastructure that IT systems require, such as servers, data storage drives, and network equipment. It is the physical facility that stores any company's digital data."

The American Planning Association (APA) defines a "data center" as " a physical facility that houses servers, storage, and networking infrastructure to support digital applications and services."

Interpretation:

After reviewing your request and all applicable sections of the ordinance, it is my determination that:

A data center is not defined by the Town of Lansing Zoning Code and § 270-8 of the zoning code disallows uses not specifically permitted. Therefore, the proposed use of "**Data center facilities – high compute and AI**" as found in the site plan application project description or "**data processing and storage for research**" as stated in Mr. DelFavero's email narrative are not permitted uses in the IR – Industrial/Research District.

Conclusion:

Based on the above, the use of Data Center at 228 Cayuga Drive, TPN 11.-1-3.211 is not permitted. Engaging in such a use without appropriate zoning relief (e.g., rezoning or ordinance amendment) may be subject to enforcement action under Article X of the zoning code.

This interpretation is issued pursuant to the authority granted to the Code Enforcement Officer under § 270-62 of the Town of Lansing Zoning Ordinance. Should you disagree with this determination, you have the right to appeal to the Board of Zoning Appeals. You may also have the right to petition the Town Board for a change of zoning or the formation of a Planned Development Area per § 270-32 of the Zoning Code.

Please contact our office if you have further questions or require assistance with the appeal or application process.

Sincerely,

Scott Russell
Code Enforcement Officer

Sworn to me this 23Rd
Day of Oct, 2025
Notary

JESSICA L. HALL
Notary Public, State of New York
No. 01HA6401119
Qualified in Tompkins County
Commission Expires Dec. 2, 2027

Fluidstack

Fluidstack Ltd
Third Floor, 20 Old Bailey,
London, England, EC4M 7AN
United Kingdom
www.fluidstack.io

October 27, 2025

TeraWulf Inc.
9 Federal Street
Easton, MD 21601
Re: Description of HPC Research Compute Activity at Lake Mariner (Barker, NY)

By email to: Paul Prager

Dear Paul,

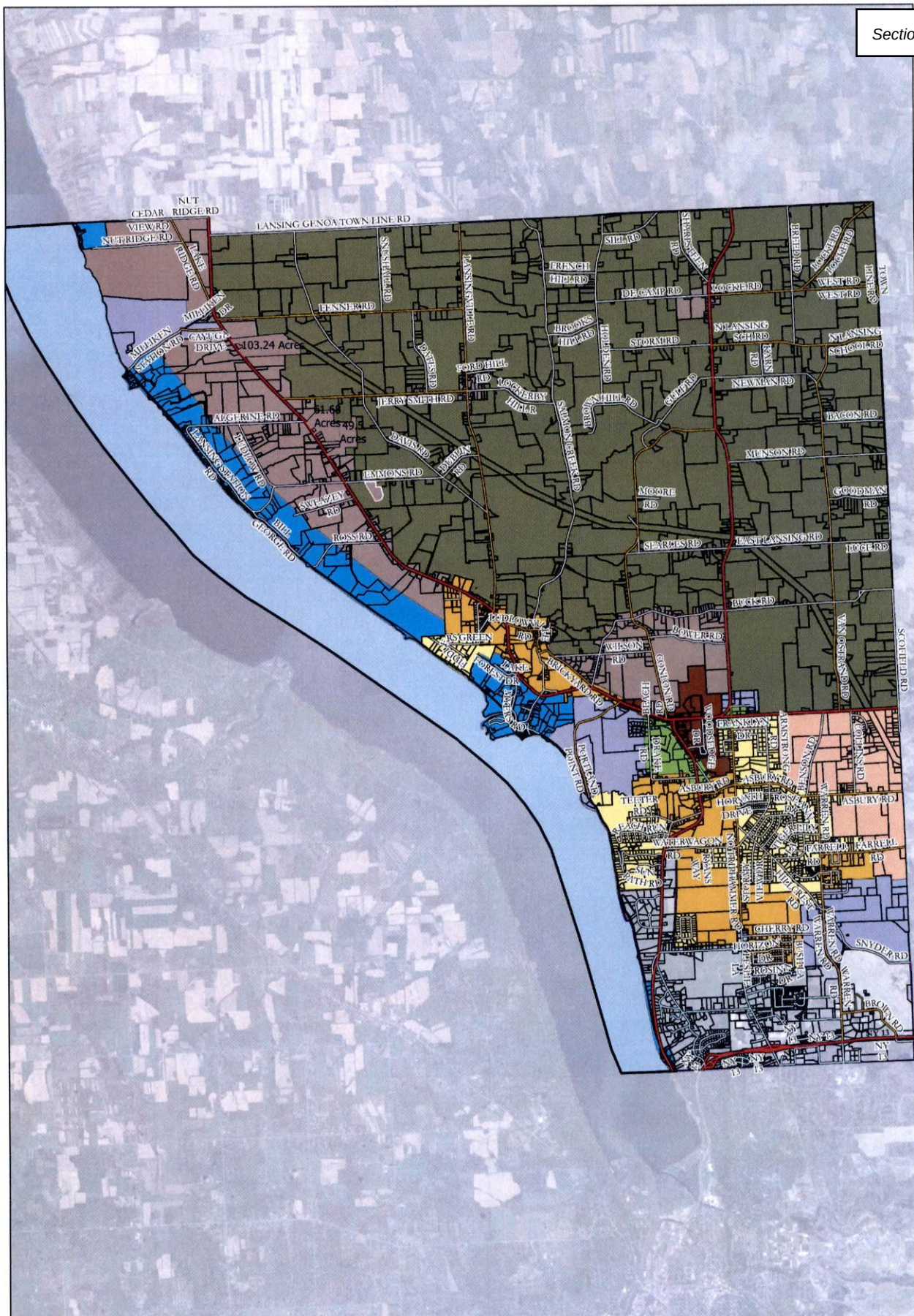
In partnership with Google, Fluidstack operates high-performance computing systems at TeraWulf's Lake Mariner campus in support of enterprise and institutional research workloads. The majority of compute usage is dedicated to model training, which involves developing, refining, and testing machine learning and AI models. A portion of compute capacity is used for inference, which applies those trained models to deliver the resulting research output to end users.

The infrastructure is used exclusively for dedicated research compute and is not operated as a public or retail colocation platform. In practice, the compute systems serve as research instrumentation, functioning in the same role that laboratory equipment plays in experimental or analytical research environments. These workloads support real-world scientific advancement, including medical modeling, materials research, climate simulation, and other data-intensive research applications that require specialized compute infrastructure.

Fluidstack expects continued growth in demand for this type of research infrastructure and is interested in scaling its deployments with TeraWulf. We're confident that the Company's proven operational discipline, energy expertise, and development scale are aligned with Fluidstack's ability to build and operate the sustainable compute infrastructure this moment requires.

Sincerely,
Zach Alexander
VP of Commercial Development

Fluidstack Ltd



Town of Lansing Zoning Map April 2023

Zoning April 2023

- B1
- B2
- IR
- L1
- R1
- R2
- R3
- RA
- AG
- <all other values>
- CayugaLake

N W E S

Exhibit 4
Cayuga Data Campus Renderings — Aerial and Lakeside Views
November 2025

Aerial view — with former stack.

Aerial view — after stack removal.

Lakeside aerial view — with former stack.

Lakeside aerial view — after stack removal.

Lakeside ground-level view — with former stack.

Lakeside ground-level view — after stack removal.

Exhibit 4
Cayuga Data Campus Renderings — Aerial and Lakeside Views
November 2025

Aerial view — with former stack.

Aerial view — after stack removal.

Lakeside aerial view — with former stack.

Lakeside aerial view — after stack removal.

Lakeside ground-level view — with former stack.

Lakeside ground-level view — after stack removal.

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: Research and training based Artificial Intelligence Computer Server Buildings		
Project Location (describe, and attach a general location map): 228 Cayuga Drive, Lansing, NY 14882 (see attached site location map)		
Brief Description of Proposed Action (include purpose or need): The proposed project will include the construction of +138MW of advanced data centers to support advanced training and workloads for computing of scientific research among other things. The first phase of the project will include build out of one of the data centers and the following phase(s) will include the remaining two data centers. Design 1) site will not use water from the lake due to the closed loop cooling system, 2) Will bring in ultra high speed broadband internet to the site which will also benefit the local community, 3) ultra low noise motors and fans on external equipment will be well below Town ordinance, 4) provide +100 permanent high tech jobs, and 5) support interest of local community with investment and funding.		
Name of Applicant/Sponsor: Cayuga Operating Company LLC (Contact: Fred DelFavero)	Telephone: 607-252-0722 E-Mail: fdelfavero@beowulfed.com	
Address: 228 Cayuga Drive		
City/PO: Lansing	State: NY	Zip Code: 14882
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Lansing Board	October 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Lansing Planning Board	October 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Tompkins County Planning Board	October 2025
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC, NYSDOT, SHPO	
h. Federal agencies ☑Yes ☐No	USACE, USFWS	

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):

Cayuga Lake Watershed Restoration and Protection Plan

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):

Town of Lansing Open Space Conservation Plan, Town of Lansing Agriculture & 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?
Site is zoned as Industrial/Research (IR). Adjacent properties are zoned as Rural/Agricultural (RA) and Lakeshore (L1).

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? Lansing School District

b. What police or other public protection forces serve the project site?
Tompkins County Sheriff

c. Which fire protection and emergency medical services serve the project site?
Lansing Fire Department, Cayuga Medical Associates, and Bangs Ambulance.

d. What parks serve the project site?
Cayuga Shores Wildlife Management Area is located approximately 1 mile north of the proposed project area. Taughannock Falls State Park is located approximatively 4 miles southeast of the proposed project area.

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)? Industrial - Artificial Intelligence Center

b. a. Total acreage of the site of the proposed action? ±43 acres
b. Total acreage to be physically disturbed? ±43 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±434 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 2
- Anticipated commencement date of phase 1 (including demolition) Jan month 2026 year
- Anticipated completion date of final phase Feb month 2028 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

The first phase will include site-wide preparation, grading and construction of the northern data center. The second phase will include construction of the two other data centers.

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 3
ii. Dimensions (in feet) of largest proposed structure: ±65* height; ±200 width; and ±700 length
iii. Approximate extent of building space to be heated or cooled: ±14,000 square feet
* Maximum building height of 35 feet. An additional 30 feet is expected for mechanical equipment on roof.

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes: Excavation for building/structure foundations and electrical/mechanical feeds. Excavated material will remain onsite.
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.
_____
_____
i*v.* 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): Refer to the Draft Wetland/Stream Delineation Report completed by Ramboll dated November 26, 2024 (previously submitted to the Town).

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 o

Consultation with USACE and NYSDEC will be conducted prior to identify any jurisdictional wetlands/waterbodies. If present, USACE and/or NYSDEC permits will be obtained and work/mitigation measures will be performed in accordance with these permits.

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

If Yes, describe: Bottom sediments of identified streams/ditches within the limits of disturbance (refer to delineation report previously provided).

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: 2.3 Wetland mitigation areas may be constructed pending consultation with USACE and NYSDEC.
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): Removal for building construction
- proposed method of plant removal: Excavation.
- if chemical/herbicide treatment will be used, specify product(s): Not applicable

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: ±3,000 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: Southern Cayuga Lake Intermunicipal Water Commission (Bolton Point)
- 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: ±2,250 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): Sanitary Wastewater.

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):

Sanitary wastewater will be directed to the existing wastewater system or collected in an underground holding tank dedicated to each building. Each of the two holding tanks will be routinely pumped out and waste waters hauled and disposed of off-site in accordance with federal and state regulations.

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

Not Applicable

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

If Yes:

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

_____ Square feet or ±27.4 acres (impervious surface)

_____ Square feet or ±434 acres (parcel size)

ii. Describe types of new point sources. No new point sources (i.e., outfalls).

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

Stormwater will be directed to biofiltration/bioinfiltration systems, tree trenches and stormwater planters.

- 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)

Short-term particulate emissions (dust) and equipment exhaust emissions during construction activities.

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

None

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

None

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: _____

138 megawatts

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

Local Utility - NYSEG

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: 5 AM - 11 PM
- Saturday: 5 AM - 11 PM
- Sunday: 5 AM - 11 PM
- Holidays: 5 AM - 11 PM

ii. During Operations:

- Monday - Friday: 24 hours per day
- Saturday: 24 hours per day
- Sunday: 24 hours per day
- Holidays: 24 hours per day

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:

Construction: Temporary noise during construction will be mitigated via standard construction practices. Operation: Ultra low noise motors and fans will be used on external equipment. A noise survey will be performed to evaluate noise impacts from proposed operations.

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

Describe: Tree removal will be required for construction; however, the proposed project includes planting of trees to provide screening.

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:

Outdoor light poles. Exterior building lights will be installed as required for personnel safety. Shielded, downward-facing lights will be utilized to prevent glare and night-sky related light pollution.

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

Describe: Tree removal will be required for construction; however, the proposed project includes planting of trees to provide screening.

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: ±1,140 tons per 25 months (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction: Recycling/Reuse of pallets, wooden crates, and scrap metal, to the greatest extent possible.
- Operation: _____

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

- Construction: Local landfill.
- Operation: Local landfill.

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

The proposed project area will be located on land previously utilized by the former electric generating station or on undeveloped forested land. Surrounding area is mixture of forested, agricultural, rural and residential use.

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	±27.4	+27.4
• Forested	±40.7	0	-40.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	±2.3	0*	-2.3
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Vegetative landscaping	0	±15.6	+15.6
Remaining undisturbed portion of the site	±391	±391	±391

*Wetland mitigation areas may be constructed pending consultation with USACE and NYSDEC

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: NYSDEC Letter dated 11/28/2023 indicating final cover of landfill was substantially completed on 10/13/2020.

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
Area to the east is identified in DEC InfoLocator as an inactive solid waste landfill.
iii. Describe any development constraints due to the prior solid waste activities: _____
None

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:
Historically, hazardous wastes were generated as part of the former operations as a electric generating station. These wastes have been removed from the site and disposed of in accordance with applicable regulations. No hazardous wastes will be generated from this proposed action.

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): Various closed spills
- ☐ 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:
Not Applicable
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? ±20 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: Lodgement Till ~100 %
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: ±10 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☑ Moderately Well Drained: ~100 % of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: ±33 % of site
☑ 10-15%: ±36 % of site
☑ 15% or greater: ±31 % of site

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

h. Surface water features. Refer to the Draft Wetland/Stream Delineation Report previously submitted to the Town.

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 See Draft Wetland/Stream Delineation Report Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name See Draft Wetland/Stream Delineation Report Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

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

White tailed deer | Cottontail rabbit | Red Fox
Opposum | Pheasant | Woodchuck
Wild turkey | Geese

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): _____

EAF Mapper identified Lake Sturgeon. However, no work will be performed within or immediately adjacent to Cayuga Lake. Potential for Northern Long-eared Bat (Endangered), Monarch Butterfly (Candidate)

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: _____

Cayuga Lake is used for recreational fishing. No impacts are anticipated.

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? _____

ii. Source(s) of soil rating(s): _____

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 NY State 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: The Cayuga Operating Company coal fired power plant is listed as an Eligible Building.

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

Listing is based on Criterion A: Industry & Criterion C: Architecture as an intact and increasingly rare example of a once substantial industrial enterprise in NYS.

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: Cayuga Lake Scenic Byway and Blueway Trail / Cayuga Shores Wildlife Management Area, Taughannock Falls State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway, Wildlife Management Area, and State Park

iii. Distance between project and resource: ±0.60 (Byway) 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 Sean Farrell Date 10/15/2025

Signature DocuSigned by: Sean Farrell DEA110B345A9464... Title Chief Operating Officer

PRINT FORM

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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

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]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Lake Sturgeon
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

Service layer credits: Bing Maps Hybrid: © 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS © 2025 TomTom

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

C:\Users\MOSHERSG\OneDrive - Ramboll\Documents 1\ArcGIS\Projects\Terrawolf\Terrawolf_Lansing.aprx
PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

SITE LOCATION

FIGURE 01

KEY MAP

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax: (607) 274-5445

Instrume
594334-006

No. of Pages: (including this cover page)	134
Receipt No.	594334
Date:	07/16/2012
Time:	12:42 PM
Document Type:	DEED
Parties To Transaction:	AES EASTERN ENERGY TO CAYUGA OPERTI
Town/City:	LANSING

Delivered By:
LS ABSTRACT

Return To:
LS ABSTRACT

Deed Information		**Mortgage Information**	
Taxable Consideration:	$0.00	Taxable Mortgage Amount:	
State Transfer Tax:	$0.00	Basic Mortgage Tax:	
County Transfer Tax:	$0.00	Special Mortgage Tax:	
RETT No.:	01971	Additional Mortgage Tax:	
		Local Mortgage Tax:	
State of New York Tompkins County Clerk		Mortgage Serial No.:	

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

Tompkins County Clerk

Please do not remove this page.

5943334-0006

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 29 day of June, 2012,

BETWEEN:

AES EASTERN ENERGY, L.P., a Delaware limited partnership
130 East Seneca Street, Suite 505
Ithaca, New York 14850

GRANTOR

CAYUGA OPERATING COMPANY LLC, a Delaware limited liability company

GRANTEE

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration, paid by the Grantee, hereby grants and releases unto the Grantee, the successors and assigns of the Grantee forever, all those certain plots, pieces or parcels of land with the fixtures, structures, buildings, improvements and other items constituting real property situate, lying and being in the Town of Lansing, Tompkins County, New York and more particularly described on ***Schedule "A"*** attached hereto and made a part hereof, together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

SUBJECT ONLY TO easements, covenants and restrictions of record, if any.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and/or assigns of the Grantee forever. **AND** the Grantor covenants as follows:

FIRST: The Grantor conveys to the Grantee, the title vested in the Grantor by an order of the United States Bankruptcy Court for the District of Delaware dated April 11, 2012, entitled Order Authorizing Entry of an Order Approving (A) Sale of Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, and (B) Assumption and Assignment of Executory Contracts To Successful Bidder(s) (the "Order"), a copy of which Order is attached as ***Schedule "B"*** hereto and made a part hereof.

SECOND: The Grantor warrants that the Grantor has not impaired the title to said premises.

THIS Special Warranty Deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day and year first above written.

In presence of:

AES EASTERN ENERGY, L.P.
By: AES NY, L.L.C., its General Partner

By: _____
Name: Peter S. Norgeot
Title: President

STATE OF MASSACHUSETTS)
COUNTY OF BARNSTABLE) ss:.

On the 26th day of June, in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared PETER S. NORGEOT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

ROBBIN MARIE KELLEY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2018

SCHEDULE "A"

CAYUGA PROPERTY:
[SURVEY AND RECORD DESCRIPTION]:
ALL THOSE CERTAIN LOTS, PIECES, OR PARCELS OF LAND SITUATE, LYING AND BEING SOUTHWESTERLY OF LAKE RIDGE ROAD IN THE TOWN OF LANSING, COUNTY OF TOMPKINS, AND STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, AES EASTERN ENERGY, L.P., TMN'S 11-1-3.211 & 11-1-3.212, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE", AS PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, P.C., BINGHAMTON, NEW YORK DATED MAY 10, 2012. (HELS JOB# 12047.01), BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I

(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.4, CURRENTLY PART OF TAX PARCEL 11-1-3.212)

BEGINNING AT A FOUND 5/8 INCH REBAR (CAP DESTROYED) AT THE INTERSECTION OF THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. AND DORIS M. SOVOCOOL ON THE SOUTHWEST WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;

RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

(1) NORTH 42°33'03" EAST, A DISTANCE OF 6.31 FEET TO A POINT;
(2) THENCE NORTH 36°55'09" EAST, A DISTANCE OF 231.35 FEET TO A POINT;
(3) THENCE NORTH 36°58'55" EAST, A DISTANCE OF 148.03 FEET TO A POINT;
(4) THENCE NORTH 45°59'38" EAST, A DISTANCE OF 279.03 FEET TO A POINT;
(5) THENCE NORTH 56°44'31" EAST, A DISTANCE OF 573.26 FEET TO A POINT;
(6) THENCE NORTH 57°53'32" EAST, A DISTANCE OF 481.66 FEET TO A POINT;
(7) THENCE NORTH 56°55'34" EAST, A DISTANCE OF 191.91 FEET TO A POINT;
(8) THENCE NORTH 53°19'29" EAST, A DISTANCE OF 215.01 FEET TO A FOUND 3/4 INCH REBAR;
(9) THENCE NORTH 49°59'32" EAST, A DISTANCE OF 164.68 FEET TO A POINT;
(10) THENCE NORTH 51°24'49" EAST, A DISTANCE OF 302.11 FEET TO A FOUND 3/4 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE NORTHEAST;

THENCE SOUTH 41°09'02" EAST, ALONG THE LAST MENTIONED DIVISION LINE AND PASSING THROUGH A FOUND 3/4 INCH REBAR, A DISTANCE OF 162.59 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE SOUTHEAST;

THENCE SOUTH 50°51'05" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.80 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE EAST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

(1) SOUTH 12°41'50" WEST, A DISTANCE OF 241.39 FEET TO A POINT;
(2) THENCE SOUTH 29°29'34" EAST, A DISTANCE OF 101.18 FEET TO A POINT;
(3) THENCE SOUTH 33°48'57" WEST, A DISTANCE OF 162.71 FEET TO A POINT;
(4) THENCE SOUTH 56°20'40" WEST, A DISTANCE OF 120.23 FEET TO A POINT;
(5) THENCE SOUTH 85°26'00" WEST, A DISTANCE OF 169.68 FEET TO A POINT;
(6) THENCE SOUTH 39°53'52" WEST, A DISTANCE OF 142.33 FEET TO A POINT;
(7) THENCE SOUTH 44°56'59" WEST, A DISTANCE OF 195.26 FEET TO A POINT;
(8) THENCE SOUTH 40°07'15" WEST, A DISTANCE OF 137.66 FEET TO A POINT;

(9) THENCE SOUTH 66°08'22" WEST, A DISTANCE OF 157.66 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE SOUTHEAST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY GLENN A. COBB AND HEATHER E. MILLER ON THE SOUTHEAST, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
(1) SOUTH 50°57'51" WEST, A DISTANCE OF 382.75 FEET TO A POINT;
(2) THENCE SOUTH 24°26'48" WEST, A DISTANCE OF 170.62 FEET TO A POINT;
(3) THENCE SOUTH 52°08'38" WEST, A DISTANCE OF 362.44 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED DIVISION LINE;
THENCE NORTH 35°50'06" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 482.38 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 1,085,028 SQUARE FEET OR 24.9088 ACRES, MORE OR LESS.

PARCEL II
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.5; CURRENTLY PART OF TAX PARCEL 11-1-3.212)
BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTHWEST AT ITS INTERSECTION WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;
RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) NORTH 52°23'08" EAST, A DISTANCE OF 126.26 FEET TO A POINT;
(2) THENCE NORTH 44°53'16" EAST, A DISTANCE OF 174.04 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. AND DORIS M. SOVOCOOL ON THE NORTHEAST;
THENCE SOUTH 35°50'06" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.35 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY PETER F. SOVOCOOL ON THE SOUTHEAST;
THENCE SOUTH 52°08'38" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 280.00 FEET TO A POINT AT ITS INTERSECTION WITH SAID FIRST MENTIONED DIVISION LINE;
THENCE NORTH 38°10'38" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 443.62 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 130,000 SQUARE FEET OR 2.9844 ACRES, MORE OR LESS.

PARCEL III
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 11-1-32; CURRENTLY TAX PARCEL 11-1-3.211 AND PART OF 11-1-3.212)
BEGINNING AT A FOUND 1 1/4 INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD
AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;
RUNNING THENCE SOUTH 85°30'32" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;
THENCE SOUTH 06°42'21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY

AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D., SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH 'MACNEILL" CAP ON THE NORTHEASTERLY ROAD BOUNDARY OF MILLIKEN DRIVE (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;
THENCE SOUTH 87°59'24" WEST, ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;
THENCE SOUTH 02°11'01" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH SAID NORTHWESTERLY ROAD BOUNDARY OF MILLIKEN DRIVE;
THENCE ALONG THE LAST MENTIONED ROAD BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:
(1) SOUTH 73°59'07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;
(2) THENCE SOUTH 68°24'42" WEST, A DISTANCE OF 274.77 FEET TO A POINT;
(3) THENCE SOUTH 61°34'36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;
(4) THENCE SOUTH 58°34'58" WEST, A DISTANCE OF 114.45 FEET TO A POINT;
(5) THENCE SOUTH 56°02'40" WEST, A DISTANCE OF 654.22 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 84°42'07" WEST, A DISTANCE OF 226.88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 04°20'49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE SOUTH 60°35'39" WEST, A DISTANCE OF 276.49 FEET TO A POINT;
(9) THENCE SOUTH 61°12'56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;
(10) THENCE SOUTH 56°20'26" WEST, A DISTANCE OF 167.16 FEET TO A FOUND 5/8 INCH REBAR;
(11) THENCE SOUTH 51°24'49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;
(12) THENCE SOUTH 49°59'32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;
(13) THENCE SOUTH 53°20'04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;
(14) THENCE SOUTH 56°55'34" WEST, A DISTANCE OF 189.95 FEET TO A POINT;
(15) THENCE SOUTH 57°53'32" WEST, A DISTANCE OF 481.74 FEET TO A POINT;
(16) THENCE SOUTH 56°44'31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;
(17) THENCE SOUTH 45°59'38" WEST, A DISTANCE OF 287.59 FEET TO A POINT;
(18) THENCE SOUTH 36°58'55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;
(19) THENCE SOUTH 36°55'09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;
(20) THENCE SOUTH 42°33'03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;
(21) THENCE SOUTH 44°53'16" WEST, A DISTANCE OF 170.82 FEET TO A POINT;
(22) THENCE SOUTH 52°23'08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;
(23) THENCE SOUTH 38°31'17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;
THENCE SOUTH 51°54'52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC. ON THE SOUTHWEST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST, THE FOLLOWING SIX (6)

Section 3, Item b.

COURSES AND DISTANCES:
(1) NORTH 38°31'19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;
(2) THENCE NORTH 51°28'43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;
(3) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;
(4) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;
(5) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING EASTERLY SHORELINE OF CAYUGA LAKE;
THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS,
DEFINED BY THE FOLLOWING FOUR (4) CHORDS AND DISTANCES:
(1) NORTH 31°20'00" WEST, A DISTANCE OF 1,030.76 FEET TO A POINT;
(2) THENCE NORTH 12°06'25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;
(3) THENCE NORTH 18°16'16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;
(4) THENCE NORTH 12°11'02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
(1) SOUTH 89°53'55" EAST, A DISTANCE OF 341.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE SOUTH 82°57'21" EAST, A DISTANCE OF 2,100.00 FEET TO A POINT;
(3) THENCE NORTH 10°27'25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 79°32'39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(5) THENCE NORTH 85°27'44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;
(6) THENCE NORTH 87°42'52" EAST, A DISTANCE OF 398.52 FEET TO A POINT;
(7) THENCE NORTH 87°57'59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;
THENCE NORTH 01°20'08" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE NORTH 88°13'10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;
THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) SOUTH 22°47'17" EAST, A DISTANCE OF 730.30 FEET TO A POINT;
(2) THENCE SOUTH 23°03'52" EAST, A DISTANCE OF 903.69 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 17,802,087 SQUARE FEET OR 408.6797 ACRES, MORE OR LESS.
TOGETHER WITH THE BENEFITS OF AND SUBJECT TO THE BURDENS CONTAINED IN THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) DATED AS OF 5/1/1999 MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L.P., AND RECORDED ON 5/20/1999 IN LIBER 847 CP 46.
EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL III, THE SUBSTATION PARCEL AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTERLINE OF MILLIKEN ROAD, SAID POINT BEING 4,130 FEET SOUTHWESTERLY MEASURED ALONG SAID CENTERLINE FROM A POINT AT ITS INTERSECTION WITH THE CENTERLINE OF RELOCATED MILLIKEN ROAD;

RUNNING THENCE NORTH 08°06'12" WEST, THROUGH THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P., A DISTANCE OF 1,036.40 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC AND GAS CORPORATION ON THE EAST, SAID 5/8 INCH REBAR ALSO BEING THE POINT OR PLACE OF BEGINNING;
THENCE FROM SAID POINT OR PLACE OF BEGINNING, ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:
(1) NORTH 18°27'27" WEST, A DISTANCE OF 120.43 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE NORTH 71°32'33" EAST, A DISTANCE OF 24.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(3) THENCE NORTH 19°00'30" EAST, A DISTANCE OF 50.72 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 71°38'14" EAST, A DISTANCE OF 124.62 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(5) THENCE NORTH 34°08'45" EAST, A DISTANCE OF 34.78 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 18°12'56" WEST, A DISTANCE OF 62.67 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 71°56'47" WEST, A DISTANCE OF 38.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE NORTH 18°10'09" WEST, A DISTANCE OF 121.12 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(9) THENCE NORTH 72°11'11" EAST, A DISTANCE OF 48.83 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(10) THENCE NORTH 18°30'01" WEST, A DISTANCE OF 60.86 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(11) THENCE NORTH 71°56'43" EAST, A DISTANCE OF 251.15 FEET TO A POINT;
(12) THENCE SOUTH 18°09'51" EAST, A DISTANCE OF 357.80 FEET TO A POINT;
(13) THENCE SOUTH 71°49'49" WEST, A DISTANCE OF 244.57 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(14) THENCE SOUTH 18°04'07" EAST, A DISTANCE OF 68.93 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(15) THENCE SOUTH 71°52'26" WEST, A DISTANCE OF 222.67 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE "B"

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
AES EASTERN ENERGY, L.P., *et al.*,[1]	:	**Case No. 11– 14138 (KJC)**
Debtors.	:	**Jointly Administered**
	:	**Re: D.I. 74**

ORDER AUTHORIZING ENTRY OF AN ORDER APPROVING (A) SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, AND (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS TO SUCCESSFUL BIDDER(S)

Upon the Motion, dated January 11, 2012 (the "***Motion***"), of AES Eastern Energy, L.P. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), for an order pursuant to sections 105, 363(b), (f), (k) and (m), and 365 of title 11 of the United States Code (the "***Bankruptcy Code***") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") Authorizing the Entry of (I) An Order Approving (A) Bidding Procedures, (B) Form And Manner of Notice of Sale, and (C) Procedures for Determining Cure Amounts, and (II) An Order Authorizing (A) Sale of Assets Free and Clear Of All Liens, Claims, Encumbrances, and Other Interests, and (B) Assumption and Assignment of Executory Contracts to Successful Bidder(s); all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: AES New York Surety, L.L.C. (8629); AES New York Holdings, L.L.C. (N/A); AES NY, L.L.C. (1039); AES NY2, L.L.C. (0091); AES NY3, L.L.C. (N/A); AES Creative Resources, L.P. (0087); AES Jennison, L.L.C. (N/A); AES Hickling, L.L.C. (N/A); AES Eastern Energy, L.P. (0088); AES Somerset, L.L.C. (3850); AES Cayuga, L.L.C. (3841); AEE2, L.L.C.(N/A); AES Greenidge, L.L.C. (3847); and AES Westover, L.L.C. (3851). The Debtors' principal offices are located at 130 East Seneca Street, Suite 505, Ithaca, New York 14850.

requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the District of Delaware (the "***U.S. Trustee***"), (ii) Kramer, Levin, Naftalis & Frankel LLP (Attn: Gregory A. Horowitz, Esq. and Robert T. Schmidt, Esq.), counsel to the statutory committee of unsecured creditors appointed pursuant to section 1102 of the Bankruptcy Code (the "***Creditors' Committee***"), (iii) Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281 (Attn: George Davis, Esq. and Michael J. Cohen, Esq.), Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036-8704 (Attn: Keith Wofford, Esq.), and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, P.O. Box 391 Wilmington, DE 19899 (Attn.: Sean M. Beach, Esq.), co-counsel to Deutsche Bank Trust Company Americas, indenture trustee for the lessor notes and pass-through trustee for the pass-through certificates, (iv) Fulbright & Jaworski, L.L.P., 666 Fifth Avenue, New York, New York 10103-3198 (Attn: David A. Gillespie, Esq. and Mark Tibberts, Esq.), counsel to First Chicago Leasing Corporation and Bankers Commercial Corporation, beneficial owners of certain trusts, (v) Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004-1482 (Attn: Richard Stern, Esq.), counsel to The Bank of Nova Scotia, agent to the prepetition lenders of AES New York Surety, L.L.C., (vi) the Internal Revenue Service, and (vii) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be provided; and hearings having been held to consider the relief requested in the Motion (the "***Sale Approval Hearings***") on March 28, 2012, April 5, 2012 and April 11, 2012; and the

appearances of all interested parties having been noted in the record of the Sale Approval Hearings, and upon the record of the Sale Approval Hearings; and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.[2]

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

C. This Court has jurisdiction over the Motion, the Purchase Agreement, a copy of which is attached hereto as **Exhibit A**, to be entered into by the Debtors, the Purchaser, the Indenture Trustees, and NewCo in substantially the form attached to the Notice of Filing of Purchase Agreement with Stalking Horse Purchaser on March 15, 2012 (D.I. 291), and the transactions contemplated by the Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334.

[2] All findings of fact and conclusions of law announced by the Court at the Sale Approval Hearings in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement, as applicable.

This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and proceedings is proper in this District and this Court under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

D. The statutory predicates for the relief requested in the Motion and the basis for the approvals and authorizations herein are (i) sections 105, 363, and 365 of the Bankruptcy Code, and (ii) Bankruptcy Rules 2002, 6004, 6006, and 9014.

Final Order

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Consistent with Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and that waiver of any applicable waiting period is appropriate, and expressly directs entry of judgment as set forth herein.

Compliance with Bidding Procedures Order and Settlement Approval Order

F. On December 30, 2011 (the "***Petition Date***"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. Since the Petition Date, the Debtors have continued in possession and management of their business and properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

G. On March 5, 2012, this Court entered the "Order Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, and (C) Procedures For Determining Cure Amounts" (D.I. 268) (the "***Bidding Procedures Order***").

H. On March 5, 2012, this Court also entered the "Order Pursuant to Sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving a Compromise

and Settlement" (D.I. 269) (the "***Settlement Approval Order***"), pursuant to which the Court approved the Settlement Agreement dated March 2, 2012, by and among the Debtors, certain holders of pass-through certificates, the Creditors' Committee, the holders of beneficial interests in certain owner trusts, the agent for the prepetition lenders of AES New York Surety, L.L.C., and certain other major creditor constituencies in these chapter 11 cases (the "***Settlement Agreement***"). The Settlement Agreement is attached as Exhibit 1 to the Settlement Approval Order.

I. As demonstrated by (i) the testimony and other evidence proffered or introduced at the Sale Approval Hearings and (ii) the representations of counsel made on the record at the Sale Approval Hearings, the Debtors have thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in compliance in all respects with the Bidding Procedures, the Bidding Procedures Order and the Settlement Approval Order. All interested persons and entities have been afforded a full, fair and reasonable opportunity to (i) conduct due diligence investigations, (ii) submit bids and to submit higher or otherwise better bids to purchase the Purchased Assets, and (iii) object or be heard with respect to the Motion and the relief granted by this Order. The Bidding Procedures were non-collusive, designed and implemented in good faith, substantially and procedurally fair to all parties, and obtained the highest and best value for the Purchased Assets for the Debtors, their creditors and their estates. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Successful Bidder and memorialized by the Purchase Agreement attached hereto is the Successful Bid (as defined in the Bidding Procedures).

Notice

J. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As evidenced by the affidavits and certificates of service and publication previously filed with the Court, in light of the exigent circumstances of these bankruptcy cases and based on the representations of counsel at the hearing at which the Court heard the portion of the Motion seeking approval of the Bidding Procedures ("***Bidding Procedures Hearing***") and the Sale Approval Hearings, (i) proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions (as defined in the Purchase Agreement), the assumption and assignment of the Assumed Contracts, and the Sale Approval Hearings have been provided in accordance with Bankruptcy Rules 2002(a), 6004(a), 6006(c) and 9014, and all applicable provisions of the Bankruptcy Code and the Local Bankruptcy Rules for the District of Delaware and in compliance with the Bidding Procedures Order; (ii) such notice was good, sufficient, reasonable, and appropriate under the particular circumstances of these chapter 11 cases, and reasonably calculated to reach and apprise all holders of liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or successor or transferee liability, about the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions, the assumption and assignment of the Assumed Contracts, and the Sale Approval Hearings; and (iii) no other or further notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions, the assumption and assignment of the Assumed Contracts, the Sale Approval Hearings, or any matters in connection therewith is or shall be required. With respect to entities whose identities are not reasonably ascertainable by the Debtors, publication of the

Sale Notice (as defined in the Motion) in the New York Times on March 9, 2012, was sufficient and reasonably calculated under the circumstances to reach such entities.

Corporate Authority

K. Each Debtor (i) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby to effectuate the Transactions, (ii) has all of the necessary corporate power and authority to consummate the Transactions, (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby, and (iv) subject to entry of this Order, needs no consents or approvals, other than those expressly set forth in the Purchase Agreement or the Settlement Agreement or otherwise required by applicable non-bankruptcy law, to consummate the transactions contemplated thereby.

Good Faith

L. The Indenture Trustees (acting solely at the direction of the Certificate Holders) and NewCo (collectively, "***Purchaser***") are purchasing the Purchased Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision and any other applicable or similar bankruptcy and nonbankruptcy law. The Purchaser, the Certificate Holders, the Indenture Trustees, NewCo, and their respective affiliates, present and contemplated members or shareholders, agents, officials, personnel, representatives, attorneys, and advisors (together, the "***Purchaser Entities***") have at all times acted in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchase Agreement, the Settlement Agreement, and the Transactions were negotiated, proposed and have or will be entered into by the Sellers, the Purchaser, and the Purchaser Entities without collusion, in good faith and from arm's-length

bargaining positions. Neither the Sellers, the Purchaser, nor the Purchaser Entities engaged in any conduct that would cause or permit the avoidance of the Transactions or the Purchase Agreement, or the imposition of costs, fees, expenses, damages, or injunctive or other relief under section 363(n) of the Bankruptcy Code. Neither the Purchaser nor any of the Purchaser Entities is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

Business Justification

M. The Debtors have demonstrated good, sufficient and sound business reasons and compelling circumstances to enter into the Purchase Agreement and to consummate the transactions contemplated thereby, including, without limitation, selling the Purchased Assets, and assuming and assigning the Assumed Contracts under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate and reasonable exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and creditors, and other parties in interest. Such business reasons include, but are not limited to, the facts that (i) the Transactions are the only viable alternative to liquidation available to the Debtors, (ii) the Purchase Agreement and the terms thereof constitute the highest and best offer for the Purchased Assets and provide fair and reasonable consideration for the Purchased Assets, (iii) no other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors or their estates than the Purchaser, (iv) the Transactions pursuant to the terms of the Purchase Agreement will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' businesses, (v) the consideration to be provided by the Purchaser under the Purchase Agreement exceeds the liquidation value of the Purchased Assets, and (vi) unless the Transactions are concluded

expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, the Debtors' ability to avoid administrative insolvency may be significantly impaired and recoveries to creditors may be diminished. The Debtors' determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The terms and conditions of the Purchase Agreement, including the consideration to be realized by the Debtors pursuant to the Purchase Agreement, are fair and reasonable. Approval of the Motion, the Purchase Agreement, and the consummation of the transactions contemplated thereby, including, without limitation, the Transactions, and assuming and assigning the Assumed Contracts, is in the best interests of the Debtors, their estates and creditors, and other parties in interest.

No Fraudulent Transfer

O. The consideration provided by the Purchaser for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors and estates than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration within the meaning of the Bankruptcy Code and any other applicable laws.

P. The Purchaser is not a mere continuation of the Debtors or their estates, there is no continuity or common identity between the Purchaser and any of the Debtors, and there is no continuity of enterprise between the Purchaser and any of the Debtors. The Purchaser is not holding itself out to the public as a continuation of any of the Debtors. The Purchaser is

not a successor to any of the Debtors or their estates and the Transaction does not amount to a consolidation, merger or de facto merger of the Purchaser with or into any of the Debtors.

Q. The sale of the Purchased Assets to the Purchaser is not being undertaken for the purpose of escaping liability for any of the Debtors' debts or hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, or any state, territory, or possession thereof or located therein, or the District of Columbia.

Free and Clear

R. Except as provided for in the Purchase Agreement, the transfer of the Purchased Assets to NewCo will be a legal, valid, and effective transfer of the Purchased Assets and, except for the Assumed Liabilities, will vest NewCo with all right, title, and interest of the Sellers to the Purchased Assets free and clear of liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including, without limitation, rights or claims (for purposes of this Order, the term "claim" shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code) based on any taxes or any theory at law, in equity or otherwise of successor or transferee liability, including, but not limited to (i) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Sellers' or NewCo's interest in the Purchased Assets, or any similar rights and (ii) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership and (b) all claims arising in any way in connection with any agreements, acts, or failures to act, of any of the Sellers or any of the

Sellers' predecessors or affiliates, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, claims otherwise arising under federal or state tax laws or doctrines of successor or transferee liability.

S. The Sellers may sell the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including rights or claims based on any theory of successor or transferee liability at law, in equity, or otherwise, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise, and (ii) non-Debtor parties to the Designated Contracts or Assumed Contracts who did not object, or who withdrew their objections, to the Transactions or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of liens, claims, interests, and encumbrances, and (ii) non-Debtor parties to the Designated Contracts or Assumed Contracts who did object, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and, to the extent they have valid and enforceable liens or encumbrances, are adequately protected by having such liens or encumbrances, if any, attach to the proceeds of the Transactions ultimately attributable to the property against or in which they assert a lien or encumbrance. To the extent liens or encumbrances secure liabilities that are Assumed Liabilities under this Order and the Purchase Agreement, no such liens or encumbrances shall attach to the proceeds of the Transactions.

T. The Purchaser will not enter into the Purchase Agreement and will not consummate the Transactions (i) if the sale of the Purchased Assets is not free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including without limitation, rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise, or (ii) if the Purchaser would, or in the future could, be liable for any such liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise (collectively, the "***Retained Liabilities***"), other than, in each case, the Assumed Liabilities and the Permitted Exceptions. The Purchaser will not consummate the Transactions unless this Court expressly orders that none of the Purchaser or the Purchaser Entities will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or successor or transferee liability or Retained Liabilities, other than as expressly provided herein or in agreements made by the Debtors and/or the Purchaser on the record at the Sale Approval Hearings or in the Purchase Agreement.

U. Not selling the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions), including, without limitation, rights or claims based on any taxes, any theory or doctrine of successor or transferee liability, or Retained Liabilities, would adversely impact the Debtors' efforts to maximize the value of their estates, and the sale of the Purchased Assets other than one free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever would be of substantially less benefit to the

Debtors' estates. Accordingly, all persons having liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions) against or in any of the Debtors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such rights or claims against the Purchaser, the Purchaser Entities, or the Purchased Assets.

V. Except as set forth in the Purchase Agreement, none of the Purchaser, the Purchaser Entities, or the Purchased Assets will have any liability or responsibility whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any obligations, liens, claims, encumbrances, and other interests relating to or arising under any U.S. federal, state and local tax liabilities that the Debtors have incurred or will incur in connection with a sale of the Purchased Assets in the Transaction or any federal or state law with respect to any employee or former employee of the Debtors arising from or with respect to their termination from employment, the form, timing, or adequacy of notice they received with respect to the termination of their employment with any of the Debtors, or the lack thereof, whether under State or Federal WARN Act, or any of the Seller Benefit Plans, including without limitation, for any and all claims under any provision of the Employee Retirement Income Security Act of 1974 ("***ERISA***"), including Title IV of ERISA, or under any other statute, regulation or common law principle, whether such liability or claim arose prior to the Closing Date or arises on or after the Closing Date.

Validity of Transfer

W. The consummation of the transactions contemplated by the Purchase Agreement, including assuming and assigning the Assumed Contracts to NewCo, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including,

without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement.

X. Pursuant to the terms of the Settlement Agreement, the Settlement Agreement shall, effective on the closing date of the Sale Transaction, pursuant to an order of the Bankruptcy Court, vest in AEE all right, title, interest and privilege required in order for AEE to convey title to the assets comprising the Facilities to NewCo free and clear of all liens, claims and encumbrances pursuant to the terms of the Asset Purchase Agreement.

Y. Pursuant to the Bidding Procedures Order and the Settlement Approval Order, this Court has previously authorized the Indenture Trustees to credit bid all or a portion of the Secured Claim (as defined in the Settlement Approval Order) and held such bid to be, for all purposes related to the Bidding Procedures, a Qualified Bid (as defined in the Bidding Procedures Order).

Assumed Contracts

Z. The assumption and assignment of the Assumed Contracts to NewCo, free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), pursuant to the terms of this Order is integral to the Transactions and is in the best interests of the Debtors, their estates and creditors, and other parties in interest, and represents a reasonable exercise of the Debtors' sound and prudent business judgment.

AA. Pursuant to the terms of the Purchase Agreement, on or before the Closing Date, NewCo shall have, except as otherwise expressly agreed to between NewCo and such counterparty: (i) cured, or provided adequate assurance of cure of, any monetary default existing

as of and including the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation, or adequate assurance of compensation, to any party for actual pecuniary loss to such party resulting from a monetary default existing as of and including the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (iii) provided adequate assurance of its future performance under the Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

BB. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the Transactions occur within the time constraints set forth in the Motion, the Bidding Procedures Order, and the Purchase Agreement. Time is of the essence in consummating the Transactions. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rules 6004 and 6006.

CC. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the approval and consummation of the Transactions prior to, and outside of, a chapter 11 plan and for the immediate approval of the Purchase Agreement and the Transactions because, among other things, the Debtors' estates will suffer immediate and irreparable harm if the relief requested in the Motion is not granted on an expedited basis. The Transactions pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors and therefore, does not constitute a sub rosa plan.

DD. Given all of the circumstances of these cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the consummation of the transactions

contemplated by the Purchase Agreement, including, without limitation, assuming and assigning the Assumed Contracts, constitutes a reasonable and sound exercise of the Debtors' business judgment.

EE. The Purchaser and the Purchaser Entities shall have no obligation with respect to any liabilities of the Debtors other than the Assumed Liabilities and its obligations under the Purchase Agreement. For the avoidance of doubt, the Indenture Trustees shall have no obligation with respect to any liabilities of the Debtors including the Assumed Liabilities.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement and the consummation of the transactions contemplated thereby, including, without limitation, the Transactions and the assumption and assignment of the Assumed Contracts, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice.

3. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Settlement Approval Order are incorporated herein by reference.

Approval of the Purchase Agreement

4. The Purchase Agreement, all ancillary documents, all transactions contemplated thereby, including, without limitation, the Transactions, and the assumption and assignment of the Assumed Contracts, the provision of a credit bid of the Secured Claim (as

defined in the Settlement Approval Order) as a form of Purchase Price consideration and the effectuation of such credit bid by the Indenture Trustee (as directed by the Requisite Certificate Holders), and all the terms and conditions thereof, are approved. If there is any conflict between the Purchase Agreement, the Bidding Procedures Order, and the Settlement Approval Order and this Order, this Order shall control.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under, and comply with the terms of, the Purchase Agreement and consummate the transactions contemplated thereby, including, without limitation, the Transactions, and the assumption and assignment of the Assumed Contracts, pursuant to, and in accordance with, the terms and provisions of the Purchase Agreement and this Order.

6. Upon execution of the Purchase Agreement, the Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Purchase Agreement, together with all additional instruments and documents that the Sellers or the Purchaser deem necessary or appropriate to implement the Purchase Agreement and effectuate the transactions contemplated thereby, which documents are in a form and manner reasonably acceptable to the Debtors and NewCo, including, without limitation, the Transactions and the assumption and assignment of the Assumed Contracts, and to take all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to NewCo or reducing to possession the Purchased Assets or as may be necessary or appropriate to the performance of any other obligations as contemplated by the Purchase Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to

NewCo, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Purchase Agreement, without any further corporate action or orders of this Court. The Purchaser shall have no obligation to proceed with Closing unless and until all conditions precedent to its obligations to do so set forth in the Purchase Agreement have been met, satisfied or waived, it being understood and agreed among NewCo and the Debtors that this Order and the effectiveness of the Purchase Agreement shall be subject to the schedules to the Purchase Agreement being in form and substance reasonably acceptable to NewCo.

7. The Debtors, the Purchaser, and the Purchaser Entities, are authorized and empowered, subject to the terms and conditions contained in the Purchase Agreement or the Settlement Agreement, as applicable, to (i) carry out all of the provisions of the Purchase Agreement, the Settlement Agreement, and any related agreements, (ii) issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Purchase Agreement and any related agreement or the Necessary Documents (as defined in the Settlement Agreement); (iii) take any and all actions contemplated by the Purchase Agreement, the Settlement Agreement, any related agreements, or this Sale Order; and (iv) issue, execute, deliver, file, and record, as appropriate, the Necessary Documents or such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate the Purchase Agreement, the Settlement Agreement, any related agreements and this Sale Order, and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers,

employees, members, agents, representatives, and attorneys, and with like effect as if such action had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. In this regard, the Debtors, the Purchaser Entities and other parties to the Lease Documents (as such term is defined in the motion to approve the Settlement Agreement), are hereby authorized and empowered to take such steps as are practical or advisable to transfer title to certain of the Purchased Assets directly from the Owner Trusts to NewCo in furtherance of the Settlement Agreement and with all of the protections of this Order. The appropriate representatives, directors, or employees of the Debtors shall be, and hereby is, authorized to certify or attest to the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors (or, consistent with the Purchase Agreement, the Purchaser and the Purchaser Entities, or any person or entity having duties or responsibilities under the Settlement Agreement) are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental unit any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreement, the Settlement Agreement, any related agreements and this Sale Order, including the Necessary Documents, amended and restated certificates or articles of incorporation and by-laws or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors or Purchaser may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without the limiting the generality of the foregoing, this Sale Order shall

constitute all approvals and consents, if any, required by the corporation law of the State of Delaware, including the Delaware Limited Partnership Act, Delaware Limited Liability Company Act, and all other applicable business corporation, trust, and other laws of the applicable governmental unit with respect to the implementation and consummation of the Purchase Agreement, the Settlement Agreement, any related agreement and this Sale Order, and the transactions contemplated thereby and hereby.

8. This Order, the Delaware Limited Partnership Act, and the Delaware Limited Liability Company Act shall be binding in all respects upon the Debtors, their affiliates, all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders of liens, claims, encumbrances, or other interests of any kind whatsoever, including rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, all non-Debtor parties to the Assumed Contracts, the Purchaser and all Purchaser Entities, each Seller and their affiliates and subsidiaries, the Purchased Assets, all interested parties, their successors and assigns, and any trustees appointed in the Debtors' chapter 11 cases or upon a conversion of any of such cases to cases under chapter 7 of the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any plan confirmed in any of the Debtors' bankruptcy cases, the order confirming any such plan, any order converting any of the Debtors' bankruptcy cases to cases under chapter 7 of the Bankruptcy Code, or any order dismissing any of the Debtors' bankruptcy cases shall conflict with or derogate from the provisions of the Purchase Agreement or this Order.

Transfer of the Purchased Assets Free and Clear

9. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to NewCo in accordance with the

Purchase Agreement, and, upon the Closing Date, (i) shall be free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and Permitted Exceptions), including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, and (ii) all such liens, claims, encumbrances, and other interests (other than Assumed Liabilities and Permitted Exceptions), including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, shall attach to the net proceeds of the Transactions in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses any of the Sellers or any other party in interest may possess with respect thereto. Neither the purchase of the Purchased Assets by the Purchaser nor the fact that the Purchaser may have used or contracted with the Sellers regarding any of the Purchased Assets will cause the Purchaser to be deemed a successor in any respect to the Debtors' business or any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment (including, but not limited to, State or Federal WARN Act), environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. Without limiting the foregoing, the Purchaser is not liable as a successor (i) under the Purchase Agreement or (ii) under any other basis for any liabilities or responsibility with respect to any of the Seller Benefit Plans, including without limitation, for any and all claims under any provision of ERISA, including Title IV of ERISA, or under any other statute, regulation or common law

principle, whether such liability or claim arose prior to the Closing Date or arises on or after the Closing Date.

10. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, against or in any of the Sellers or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Sellers, the Purchased Assets, the operation of the Purchased Assets prior to the Closing Date, the Transactions, or the negotiation, preparation, execution, delivery of the Purchase Agreement are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, the Purchaser Entities, or the Purchased Assets, such persons' or entities' liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability. For the avoidance of doubt, no aspect of the Transactions, including, without limitation, the sale, transfer, conveyance, assignment and delivery of the Purchased Assets and Assumed Liabilities to NewCo does not and will not subject the Indenture Trustees or the Pass Through Trustees (acting solely at the direction of certain Certificate Holders), or any of their affiliates, subsidiaries, officers, directors, principals, agents, employees, financial advisors, attorneys, accountants, consultants, representatives or members (in their respective capacities as such), or

any of their respective successors or assigns, to any liability whatsoever with respect to the operation of NewCo, the Purchased Assets or the Assumed Liabilities and/or any liability of the Debtors arising under or relating to each of the foregoing, in each case, whether prior to or following the Closing Date.

11. This Order (i) shall be effective as a determination that, as of the Closing Date, (a) no liens, claims, encumbrances, or other interests of any kind or nature (other than Assumed Liabilities and the Permitted Exceptions) will be assertable against the Purchaser, the Purchaser Entities, or any of their respective assets (including the Purchased Assets); (b) the Purchased Assets shall have been transferred to the Purchaser (or one or more of its Subsidiaries) free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions); and (c) the conveyances described herein have been effected; and (ii) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental units or departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

12. The transfer of the Purchased Assets to NewCo (or one or more of its Subsidiaries) pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer

of the Purchased Assets and shall vest NewCo (and/or its designated Subsidiaries) with all right, title, and interest in and to the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise (other than the Assumed Liabilities and the Permitted Exceptions), to the fullest extent permitted by section 363(f) of the Bankruptcy Code.

13. On the Closing Date of the Transactions, each of the Sellers' creditors and any other holder of a lien, claim, encumbrance, or other interest of any kind or nature whatsoever in, on or against the Sellers or the Purchaser Assets (other than Assumed Liabilities and the Permitted Exceptions) is authorized and directed to execute such documents and take all other actions as may be necessary to release its lien, claim, encumbrance, or other interest in, on or against the Sellers or the Purchased Assets, if any, as such lien, claim, encumbrance, or other interest may have been recorded or may otherwise exist. For the avoidance of doubt, nothing in this paragraph 13 shall (i) prejudice (a) the Certificate Holders' rights with respect to the Purchaser or (b) the Residual Claim (as defined in the Settlement Approval Order) held by the Indenture Trustees against any of the Debtors, or (ii) constitute an admission by any Seller that any such lien, claim, encumbrance or other interest is valid and enforceable.

14. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing a lien, claim, encumbrance, or other interest (other than Assumed Liabilities and the Permitted Exceptions) shall not have delivered to the Sellers prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, or other interests (other than Assumed Liabilities and the

Permitted Exceptions), which the person or entity has with respect to any of the Sellers or the Purchased Assets or otherwise, then (a) upon execution of the Purchase Agreement the Sellers are authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the applicable Sellers or the Purchased Assets, and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions).

15. All persons or entities in possession of any of the Purchased Assets are directed to surrender possession of such Purchased Assets to NewCo (or its respective designees) on or after the Closing Date of the Transaction.

16. Following the Closing Date of the Transaction, no holder of any lien, claim, encumbrance, or other interest of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions) shall interfere with NewCo's (or its designee's) title to, or use and enjoyment of, the Purchased Assets based on, or related to, any such lien, claim, encumbrance, or other interest, or based on any actions the Debtors may take in their bankruptcy cases.

17. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to NewCo (or one or more of its Subsidiaries) in accordance with the Purchase Agreement and this Order; provided, however, that (a) the foregoing restriction shall not prevent any person or entity from appealing this Order or opposing any appeal of this Order, and (b) notwithstanding the foregoing or any other provision of this Order, this Order is without prejudice to the rights of any

person or entity to participate in any regulatory proceedings relating to approval of the Transactions.

18. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets sold, transferred, or conveyed to NewCo (or one or more of its Subsidiaries) on account of the filing or pendency of these chapter 11 cases or the consummation of the Transaction contemplated by the Purchase Agreement.

19. Notwithstanding any other provision in the Purchase Agreement or this Order, no disposition of control over the facilities subject to the jurisdiction of the Federal Energy Regulatory Commission ("***FERC***") or the New York Public Service Commission ("***NYPSC***") shall take place prior to the issuance of all regulatory approval(s) required for such disposition by FERC pursuant to the Federal Power Act, as amended, 16 U.S.C. § 824b (2006), and the rules and regulations promulgated thereunder, 18 C.F.R. Pt. 33 (2011), and by NYPSC pursuant to section 70 of the New York State Public Service Law.

Assumption and Assignment of the Assumed Contracts

20. Except as otherwise expressly provided in the Agreement or this Order, upon the Closing Date, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, the Debtors are authorized to (a) assume each of the Assumed Contracts and assign the Assumed Contracts to the Purchaser free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser (or one or more of its Subsidiaries).

21. The Permitted Exceptions include all easements encumbering or benefiting the Facilities that are of record as of the date hereof and that run with the Seller Properties, including, without limitation, the reciprocal easement(s) with NYSEG. For the avoidance of doubt, the conveyance of the Purchased Assets subject to such easements shall not result in the assumption under Section 365 of the Bankruptcy Code of any agreements referenced in such easements or liabilities under such referenced agreements, including, without limitation, (A) the existing interconnection agreement related to the Facilities between NYSEG and AES NY, L.L.C. dated as of August 3, 1998 (as amended, supplemented or modified from time to time) or (B) the asset purchase agreement dated as of August 3, 1998 between AES NY, L.L.C. and the NYSEG and its affiliate, NGE Generation, Inc. or any obligations outside the scope of the easements under the foregoing agreements set forth in the immediately preceding clauses (A) and (B).

22. The amounts, if any, determined by the Debtors, or in the event of a dispute, as determined by Final Order of this Court, to be necessary to be paid upon assumption of the Assumed Contracts (the "***Cure Amounts***"), to be set forth on in a Final Notice of

Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Assets, to be filed with this Court no later than three business days prior to the Closing Date, are the sole amounts necessary to be paid upon assumption of the Assumed Contracts under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code and the payment of the applicable Cure Amounts (if any) by NewCo. Upon the payment of the Cure Amounts, if any, and the cure of all defaults, required to be cured under sections 365(b)(1)(A) and (B) and 365(f)(2)(A), to the extent required by a Final Order of this court if not resolved by the parties, the Assumed Contracts will remain in full force and effect, and no default shall exist under the Assumed Contracts nor shall there exist any event or condition, which, with the passage of time or giving of notice, or both, would constitute such a default. The Cure Amounts shall not be subject to further dispute or audit, including any based on performance prior to the Closing Date, irrespective of whether such Assumed Contract contains an audit clause. After the payment of the Cure Amounts by NewCo and the Debtors, and the cure by NewCo and the Debtors of all defaults, required to be cured under sections 365(b)(1)(A) and (B) and 365(f)(2)(A), as may be required by the Court in a Final Order, neither the Debtors nor NewCo (nor any of its designees) shall have any further liabilities to the counterparties to the Assumed Contracts other than the Purchaser's (or its designee's) obligations under the Assumed Contracts in the ordinary course of business following the Closing Date that accrue and become due and payable on or after the Closing Date.

23. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allow the party to such Assumed Contract, upon the assignment of such Assumed Contract, to terminate, recapture, or modify any term or condition

or impose any penalty or condition on renewal or extension of any such term or condition, shall constitute an unenforceable anti-assignment provision that is void and of no force and effect.

24. Each Assumed Contract constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code and all requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser (or any of its designees) of the Assumed Contracts have been satisfied. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, (i) NewCo (or any of its designees) shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Contracts, (ii) NewCo (or any of its designees) shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts, and (iii) the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

25. The Purchaser has provided, or will have provided prior to Closing, adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

26. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser (or any of its designees) or the Debtors as a result of the assumption, assignment and sale of the Assumed Contracts. The validity of the assumption, assignment and sale to NewCo (or any of its designees) shall not be affected by any dispute between any of the Debtors or their affiliates and another party to an Assumed Contract regarding the payment of any amount, including any Cure Amount under the Bankruptcy Code. Upon assignment to NewCo (or any of its designees), the Assumed Contracts shall be valid and

binding, in full force and effect and enforceable by NewCo in accordance with their respective terms.

27. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors, the Purchaser, or the Purchaser Entities, any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of and including the Closing Date under the Purchase Agreement or arising by reason of the closing of the Transaction. Any party that may have had the right to consent to the assignment of an Assumed Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if such party failed to object to the assumption and assignment of such Assumed Contract.

Regulatory and Environmental Protection

28. Nothing in this Sale Order or the Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under police or regulatory statutes or regulations to which any entity would be subject as the owner or operator of property after the date of this Sale Order. Nothing in this Sale Order or the Purchase Agreement authorizes transfer to the Purchaser of any governmental licenses, permits, or other governmental authorizations and approvals without the Purchaser's compliance with all applicable requirements under applicable non-bankruptcy law governing such transfers.

Related Relief

29. Except for the Assumed Liabilities expressly set forth in the Purchase Agreement, none of the Purchaser or the Purchaser Entities shall have any liability for any claim,

liability, lien, encumbrances, obligations, or other interests of any kind or nature that may be asserted, imposed, or exist against the Debtors or Sellers or any of their predecessors or affiliate or any of the foregoing arising under or related to the Purchased Assets. The Purchaser shall not be deemed, as a result of any action taken in connection with the Purchase Agreement or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets, to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors; (ii) have, de facto or otherwise, merged with or into the Debtors; or (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors. Without limiting the foregoing, the Purchaser and the Purchaser Entities shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, but not limited to, under any doctrine or theory of successor or transferee liability, de facto merger or continuity, environmental, tax, labor and employment, and products or antitrust liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted, or unasserted, fixed or contingent, liquidated or unliquidated, with respect to the Purchased Assets, the Sellers or any obligations of the Sellers arising prior to the Closing Date.

30. Effective upon the Closing Date and except as may be otherwise provided by stipulation filed with or announced to the Court with respect to a specific matter or an order of the Court, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, the Purchaser Entities, or the Purchased Assets, with respect to any (i) claim against the Debtors other than Assumed Liabilities, or (ii) taxes or successor or transferee liability of the Purchaser for any of

the Debtors, including, without limitation, the following actions: (a) commencing or continuing any action or other proceeding pending or threatened against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (c) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind for any obligation of any of the Debtors as against any obligation due the Purchaser, the Purchaser Entities, or the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such assets.

31. None of the Purchaser, the Purchaser Entities, or the Purchased Assets, shall have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests relating to any U.S. federal, state and local tax liabilities that the Debtors incur in connection with a sale of the Purchased Assets in the Transactions, except as provided for the in the Purchase Agreement or Settlement Approval Order. The Purchased Assets are conveyed to NewCo pursuant to the "federal bankruptcy act" within the meaning of Section 1405(b)(8) of the New York Tax Law.

32. The Purchaser has given fair and substantial consideration under the Purchase Agreement for the benefit of the holders of liens, claims, encumbrances, or other interests of any kind or nature whatsoever. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is greater than the liquidation value of the Purchased Assets and shall be deemed to constitute reasonably equivalent value and fair consideration as those terms are defined under the Bankruptcy Code and under the laws of the United States, or any state, territory, or possession thereof or located therein, or the District of Columbia.

33. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and was offered and accepted by the Sellers without collusion of any kind, and the Transactions may not be avoided or give rise to damages or the award of other relief under section 363(n) of the Bankruptcy Code.

34. This Order (a) shall be effective as a determination that, except for the Assumed Liabilities, on the Closing Date, all liens, claims, encumbrances, and other interests of any kind or nature whatsoever existing as to the Sellers with respect to the Purchased Assets are deemed unconditionally released and terminated except to the extent they attach to the proceeds of the sale by option of law or this Order, and that the conveyances by the Sellers of the Purchased Assets described in this Order have been effected, and (b) shall be binding upon and govern the acts of all entities, including, without limitation, the Debtors, the Purchaser, the Purchaser Entities, and their respective successors, affiliates, and permitted assigns (including, without limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee appointed in a chapter 7 case if any of these cases are converted from chapter 11), all creditors of the Debtors (whether known or unknown), all filing agents, filing officers, title

agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental units and departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets. Nothing contained in any chapter 11 plan confirmed in the Debtors' chapter 11 cases or the order confirming any such chapter 11 plan shall conflict with, negate or be contrary to or inconsistent with the provisions of the Purchase Agreement or this Order. The provisions of this Order are non-severable and mutually dependent.

35. Each and every federal, state, and local governmental agency, unit or department shall accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

36. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities and other amounts expressly set forth in the Purchase Agreement or this Sale Order, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in Bankruptcy Code sections 101(27) and 101(41)) and all holders of claims, liens, interests or encumbrances based upon or arising out of liabilities retained by the Debtors are hereby prohibited from taking any action against the Purchaser, the Purchaser Entities, or the Purchased Assets in respect to any such claim, lien, interest or encumbrance or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Purchase Agreement or this Sale Order. All persons holding or asserting any interest in the Excluded Assets are hereby prohibited from asserting or

prosecuting a claim, lien, interest, encumbrance or cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets.

37. Any amounts that become payable by any of the Sellers to the Purchaser pursuant to the Purchase Agreement shall (a) constitute administrative expenses of the Debtors' estates under sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code and (b) be paid by the Debtors in the time and manner provided for in the Purchase Agreement without further Court order.

38. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and were negotiated by the parties at arm's length, and, accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of any of the Assumed Contracts), unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Purchased Assets and the Purchaser and its agents, officials, personnel, representatives, and advisors are entitled to all the protections afforded by section 363(m) of the Bankruptcy Code.

39. Subject to further Court order and consistent with the terms of the Purchase Agreement, the Debtors and the Purchaser are authorized to and shall take appropriate measures to maintain and preserve the books, records, and any other documentation, including tapes or other audio or digital recordings and data in, or retrievable from, computers or servers relating to or reflecting the records held by the Debtors or their affiliates relating to the Debtors' business for a period of one (1) year or such longer period as may be required by applicable Law.

40. No law of any state or other jurisdiction relating to bulk sales or similar laws shall apply in any way to the transactions contemplated by the Transactions, the Purchase Agreement, the Motion, and this Order.

41. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

42. NewCo agrees to recognize the International Brotherhood of Electrical Workers, Local 966 and Local 83 as the exclusive collective bargaining representative of all hourly full time and regular part time production, maintenance and clerical employees at the Somerset plant and Cayuga plant, respectively, and NewCo further agrees that prior to Closing it will seek to negotiate amendments to the current collective bargaining agreements in form and substance satisfactory to NewCo, without prejudice to NewCo's rights under Section 10.1(n) of the Purchase Agreement.

43. The terms and provisions of the Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates, and their creditors, the Purchaser, and their respective agents, officials, personnel, representatives, attorneys and advisors.

44. The failure to specifically include any particular provisions of the Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Purchase Agreement and any related agreements be authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order prior to Closing.

45. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in

accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates; provided, further, however, that written notice of any such modification, amendment, or supplement shall provided to counsel to the Creditors' Committee prior to the Closing Date. Any such proposed modification, amendment, or supplement that does have a material adverse effect on the Debtors' estates shall be subject to further order of the Court on appropriate notice.

46. The provisions of this Order are nonseverable and mutually dependent on each other.

47. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

48. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, close the transactions contemplated under the Purchase Agreement and the Settlement Agreement and take any action and perform any act authorized under this Order.

49. Notwithstanding anything to the contrary in either the Purchase Agreement or this Order, NewCo shall pay in cash, at the Closing, the principal amount then outstanding plus all other amounts then owing under the Somerset Railroad Credit Facility, including interest, attorneys' fees and costs, which, as of February 29, 2012, such principal amount and interest is estimated to total approximately $2,390,000 on April 30, 2012 and such attorneys' fees and costs are estimated to total no greater than $225,000 on April 30, 2012;

provided, however, in the event that any of the foregoing estimates are materially understated, then in such event all of the rights of Somerset Railroad Corporation to dispute the excess amounts are preserved and Somerset Railroad Corporation agrees to timely exercise any such rights upon the reasonable request of NewCo; provided, further, however, that Somerset Railroad Corporation shall not be released from any of its obligations under the Somerset Railroad Facility prior to payment in full of all amounts owed under such facility. Until all such obligations are fully satisfied, no liens or any other security interest held by BNP Paribas, in its capacity as agent under the Somerset Railroad Credit Facility, shall be released, discharged or otherwise impaired.

50. If, and only if, the New York Independent System Operator Customer & Guest Application, Form of Service Agreement for New York ISO Market Administration and Control Area Services Tariff, entered into by and between the New York Independent System Operator and AES Eastern Energy, L.P. (the "***NYISO Agreement***"), is assumed and assigned to NewCo, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be lifted, subject to the provisions of the Bankruptcy Code, immediately upon the Closing Date. All amounts withheld by the New York Independent System Operator after the Petition Date shall be promptly returned to the Debtors. In the event the NYISO Agreement is not assumed and assigned to NewCo, all rights of the parties are reserved.

51. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion or the Transactions, the terms of this Order shall govern. Notwithstanding the foregoing, nothing herein shall effect the consent, consultation and other rights of the Creditors' Committee as set forth in the Settlement Agreement, and all such rights are expressly reserved.

52. This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of this Order, the Purchase Agreement, all ancillary documents, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith, in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to NewCo, (b) compel delivery of the Purchase Price or performance of other obligations owed by or to the Debtors, (c) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect the Purchaser against any of the Assumed Liabilities or the assertion of any lien, claim, encumbrance, or other interest, of any kind or nature whatsoever, against the Purchased Assets.

Dated: April 11, 2012
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

AES EASTERN ENERGY, L.P., AND

THE SELLING DEBTORS PARTY HERETO

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS, SOLELY IN ITS CAPACITIES AS PASS THROUGH TRUSTEES AND INDENTURE TRUSTEES

AND

SOMERSET CAYUGA HOLDING COMPANY, INC.

Dated as of April 11, 2012

Exhibit "A" to Sale Order

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 2

Section 1.1 Certain Definitions. 2
Section 1.2 Terms Defined Elsewhere in this Agreement. 15
Section 1.3 Other Definitional and Interpretive Matters. 16

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES 18

Section 2.1 Purchase and Sale of Indenture and Non-Indenture Assets. 18
Section 2.2 Excluded Assets. 22
Section 2.3 Assumption of Liabilities. 23
Section 2.4 Excluded Liabilities. 25
Section 2.5 Determined Cure Costs. 28
Section 2.6 Further Conveyances and Assumptions. 28
Section 2.7 Assignment of Contracts and Rights; Designation Right Contracts. 29
Section 2.8 Bulk Sales Laws. 29
Section 2.9 Receivables. 30
Section 2.10 Relinquishment of Control. 30

ARTICLE III CONSIDERATION 30

Section 3.1 Consideration. 30
Section 3.2 Payment of Purchase Price; Closing Actions. 32
Section 3.3 Purchase Price Allocation. 33
Section 3.4 Adjustment to Purchase Price. 33

ARTICLE IV CLOSING AND TERMINATION 34

Section 4.1 Closing Date. 34
Section 4.2 Deliveries by Sellers. 35
Section 4.3 Deliveries by NewCo and Trustee. 36
Section 4.4 Termination of Agreement. 37
Section 4.5 Procedure Upon Termination. 39
Section 4.6 Effect of Termination. 39

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS 39

Section 5.1 Organization and Good Standing. 39
Section 5.2 Authorization of Agreement. 40
Section 5.3 Conflicts; Consents of Third Parties. 40
Section 5.4 Financial Statements. 41
Section 5.5 No Undisclosed Liabilities. 41
Section 5.6 Title to Purchased Assets. 41
Section 5.7 Absence of Certain Developments. 41
Section 5.8 Taxes. 42
Section 5.9 Real Property. 42

Section 5.10 Tangible Personal Property. 43
Section 5.11 Intellectual Property. 43
Section 5.12 Material Contracts. 44
Section 5.13 Employee Benefits. 46
Section 5.14 Labor. 47
Section 5.15 Litigation. 47
Section 5.16 Compliance with Laws. 47
Section 5.17 Environmental Matters. 48
Section 5.18 Permits. 48
Section 5.19 Financial Advisors. 48
Section 5.20 Insurance. 49
Section 5.21 Transactions with Related Parties. 49
Section 5.22 Capitalization and Ownership of Shares of Somerset Railroad Corporation. 49
Section 5.23 Somerset Railroad Corporation Liabilities 50
Section 5.24 No Other Representations or Warranties. 50

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF NEWCO 50

Section 6.1 Organization and Good Standing. 51
Section 6.2 Authorization of Agreement. 51
Section 6.3 Conflicts; Consents of Third Parties. 51
Section 6.4 Litigation. 52
Section 6.5 Financial Advisors. 52
Section 6.6 Financial Capability. 52
Section 6.7 Condition of the Business. 52

ARTICLE VII BANKRUPTCY COURT MATTERS 52

Section 7.1 Competing Transaction. 52
Section 7.2 Bankruptcy Court Filings. 53
Section 7.3 Assumption of Assigned Contracts. 53

ARTICLE VIII COVENANTS 54

Section 8.1 Access to Information. 54
Section 8.2 Conduct of the Business Pending the Closing. 55
Section 8.3 Consents. 58
Section 8.4 Regulatory Approvals. 59
Section 8.5 Confidentiality. 59
Section 8.6 Preservation of Records. 60
Section 8.7 Publicity. 61
Section 8.8 Transition Services Agreement; Further Assurances. 61
Section 8.9 Damage or Destruction. 62
Section 8.10 Waiver of Certain Claims. 62
Section 8.11 Notification of Certain Matters. 62
Section 8.12 Removal of Marks. 62
Section 8.13 Coal Inventory. 63

ARTICLE IX EMPLOYEES AND EMPLOYEE BENEFITS; TAX MATTERS 63

Section 9.1 Employment. 63
Section 9.2 Employee Benefits. 64
Section 9.3 Tax Matters. 65

ARTICLE X CONDITIONS TO CLOSING 66

Section 10.1 Conditions Precedent to Obligations of NewCo and Trustee. 66
Section 10.2 Conditions Precedent to Obligations of Sellers. 70
Section 10.3 Conditions Precedent to Obligations of Trustee, NewCo and Sellers. 70
Section 10.4 Conditions Precedent to Obligations of Trustee. 71
Section 10.5 Frustration of Closing Conditions. 71

ARTICLE XI NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES 71

Section 11.1 Non-Survival of Representations and Warranties. 71

ARTICLE XII MISCELLANEOUS 72

Section 12.1 Remedies. 72
Section 12.2 Expenses. 72
Section 12.3 Non-Recourse. 72
Section 12.4 Submission to Jurisdiction; Consent to Service of Process. 73
Section 12.5 Waiver of Right to Trial by Jury. 73
Section 12.6 Authorization of Representative of Sellers. 73
Section 12.7 Time of Essence. 74
Section 12.8 Entire Agreement; Amendments and Waivers. 74
Section 12.9 Governing Law. 74
Section 12.10 Notices. 75
Section 12.11 Severability. 77
Section 12.12 Binding Effect; Assignment. 77
Section 12.13 No Third Party Beneficiaries. 77
Section 12.14 Counterparts. 77
Section 12.15 Certain Rights for Trustee. 77

Exhibits

A Purchased Assets Bill of Sale
B Bill of Sale
C Assignment and Assumption Agreement
D Facilities Bill of Sale
E Intentionally Omitted
F AES Side Letter
G Budget

ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT, dated as of April 11, 2012 (this "Agreement"), is made and entered into by and among AES Eastern Energy, L.P., a Delaware limited partnership ("Lead Seller"), each of the Selling Debtors (as defined below, and together with Lead Seller, "Sellers", and each individually a "Seller"), Somerset Cayuga Holding Company, Inc., a Delaware corporation ("NewCo"), and Deutsche Bank Trust Company Americas, solely in its capacities as Pass Through Trustees and Indenture Trustees (each as defined in the Pass Through Agreements (as defined below)) on behalf of the Certificate Holders (as defined below) ("Trustee"). Sellers, NewCo and Trustee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, on December 30, 2011 (the "Petition Date"), the Selling Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are currently pending before the Honorable Kevin J. Carey and jointly administered under Case No. 11-14138 (KJC) (collectively, the "Chapter 11 Cases");

WHEREAS, Sellers are debtors-in-possession under the Bankruptcy Code and manage their respective properties pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Sellers are currently engaged in the Business (as defined below) and operate the facilities identified on Exhibit A to the Indentures (each, a "Facility" and, collectively, the "Facilities");

WHEREAS, Trustee, on behalf of the Certificate Holders (as defined below), and at the direction of the Requisite Holders (as defined below) and the Indenture Trustees, desires to bid certain Lessor Note Indebtedness (as defined below) held by the Trustee in exchange for certain of Sellers' assets consisting of the Indenture Purchased Assets (as defined below) and, upon acceptance of such bid, but prior to the consummation thereof, shall designate NewCo (or one or more of its subsidiaries) the right to receive such assets on account of such credit bid in accordance with the provisions of the Sale Order (as defined below);

WHEREAS, on the terms and subject to the conditions hereinafter set forth and pursuant to a Sale Order (as defined herein) and sections 105, 363 and 365 of the Bankruptcy Code, the Parties desire to enter into this Agreement;

WHEREAS, pursuant to the terms and subject to the conditions of this Agreement, Sellers shall sell and transfer to NewCo (or one or more of its subsidiaries), and NewCo (or one or more of its subsidiaries) shall purchase and acquire from Sellers, the Non-Indenture Purchased Assets (as defined below), and NewCo (or one or more of its subsidiaries) shall assume from Sellers and thereafter pay, discharge and perform the Assumed Liabilities (as defined herein); and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval by the Bankruptcy Court of this Agreement and the Settlement Agreement (as defined below) and will be consummated only pursuant to the Sale Order entered in the Chapter 11 Cases;

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Action" means any action, suit, arbitration, claim, inquiry, proceeding or investigation by or before any Governmental Body of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

"AES Side Letter" means that side letter regarding Taxes in the form attached hereto as Exhibit F delivered by AES Corp. pursuant to Section 10.1(x).

"Affiliate" (and, with a correlative meaning "affiliated") means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such first Person. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by Contract or otherwise).

"Auction" means that certain auction if any conducted pursuant to the terms of the Sale Procedures Order.

"Budget" means the cash flow forecast relating to the operation of the Facilities between the date hereof and the Closing Date attached hereto as Exhibit G, as may be amended or modified from time to time with the prior written approval of the Trustee.

"Business" means the ownership of the Purchased Assets (after giving effect to Section 2.2 of the Settlement Agreement) and the operation of the Facilities and the Somerset Railroad as currently conducted by Sellers and Somerset Railroad Corporation.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to close. Any event the

scheduled occurrence of which would fall on a day that is not a Business Day shall be deferred until the next succeeding Business Day.

"Capital Expenditures" means the capital expenditures identified and outlined in the Projection Model.

"Cayuga Facility" means the facility and assets described in Exhibit A to the Indentures with the Miliken Facility Trusts.

"Cayuga PILOT Agreement" means all documents executed in connection with the PILOT agreement in respect of the Cayuga Facility, including, the lease agreement, leaseback agreement, PILOT mortgage agreement, and the PILOT agreement.

"Certificate Holders" means beneficial holders of the certificates issued under the Pass Through Agreements.

"Coal Book Value" means the book value of the coal supplies either located at the Facilities or Somerset Railroad or paid for by the Sellers and not yet delivered to such Facilities or Somerset Railroad. For purposes of calculating the Coal Book Value, the book value of coal shall be $73.80 per ton for coal located at the Somerset Facility and $75.43 per ton for coal located at the Cayuga Facility, provided, however, that in the event there is a Positive Coal/AR Balance, the book value of coal in excess of the Minimum Coal/AR Balance (applying accounts receivable first and coal second) shall be the lesser of $73.80 per ton for coal located at the Somerset Facility and $75.43 per ton for coal located at the Cayuga Facility or the Sellers' actual average per ton cost (including transportation costs) solely for coal delivered or ordered from the date of the Settlement Agreement to the Closing Date.

"Coal Hauling Agreement" means that certain Coal Hauling Agreement among Somerset Railroad Corporation, AES NY3, L.L.C. and AES Eastern Energy, L.P. dated as of May 6, 1999 (as amended, modified or supplemented from time to time).

"COBRA" means Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consent" means any consent, waiver, approval, order or authorization of, or registration, declaration or filing with or notice to, any Governmental Body or other Person.

"Contract" means (whether written or oral) any contract, indenture, note, bond, loan, instrument, lease, license, commitment or other agreement.

"Credit Bid" means a credit bid pursuant to Section 363(k) of the Bankruptcy Code in an amount equal to two hundred forty million dollars ($240,000,000), plus any additional amount the Trustee elects to credit bid at auction, with additional bids beyond the initial bid to be communicated to the Trustee by RPA Advisors, LLC, acting in consultation with Requisite Holders, all as provided in the Requisite Trustee Direction.

"Cure Costs" means any and all costs, expenses or actions that the Sellers are required to pay or perform to assume any of the Assumed Contracts pursuant to section 365(f) of the Bankruptcy Code.

"Data Site" means the electronic data room hosted by Intralinks containing information regarding Sellers and the Purchased Assets to which Trustee and NewCo have had access prior to the date hereof.

"Depositary Agreement" means the "Depositary Agreement" as defined in the Pass Through Agreements.

"Determined Cure Costs" means, in the aggregate, all Cure Costs payable in respect of the Assumed Contracts as determined pursuant to a Final Order, which Order may be the Sale Order.

"Deutsche Bank Depositary Accounts" means the "Accounts" as defined in the Depositary Agreement; provided, that the Deutsche Bank Depositary Accounts do not include the Rent Reserve Account, the Rent Reserve Payment Undertaking Agreement or any accounts established thereunder, or any rights, claims or interests therein.

"Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, equipment logs, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), maintenance records, user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers pamphlets, Web pages, etc.), cost or pricing information, business plans, quality control records and procedures, blue prints, accounting and Tax files and other financial information, customer files and other customer related documents (including credit information), personnel files for Transferred Employees (except any such files that are not permitted to be transferred by applicable Law), supplier lists, records, literature and correspondence, including materials relating to Inventories, services, marketing, advertising, promotional materials, documents related to Intellectual Property, and other similar materials, in each case to the extent used in or held for use in, or that relate primarily to, the Business or the Purchased Assets, whether or not in electronic form and whether or not physically located at any Facility, but excluding any such materials that relate primarily to Excluded Assets.

"Employee" means any employee of any Seller or any of its Affiliates who performs work primarily related to the operation of the Business.

"Employee Bonuses" means bonuses in amounts not exceeding $910,000 in the aggregate on account of services provided to Sellers and their Affiliates in connection with the Business during the 2011 fiscal year, payable to certain Employees mutually agreed in writing by Lead Seller and Trustee prior to the earlier of the date of payment of such Employee Bonuses and the Closing Date; provided, however, that if the Closing does not occur prior to payment of the Employee Bonuses in the ordinary course by the Sellers, then NewCo shall reimburse the Sellers in full for the agreed amounts at Closing.

"Environmental Law" means any Law relating to pollution or protection of the environment or natural resources, including for illustration and without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Solid Waste Disposal Act and Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), and the Clean Air Act (42 U.S.C. § 7401 et seq.), as each has been amended and the regulations promulgated thereto, and all analogous, related, or supplemental state or local laws.

"Environmental Permit" means any Permit required by Environmental Laws for the ownership or operation of the Facilities or Purchased Assets or the operation of the Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Contracts" means the Contracts that are not Assumed Contracts and any other Contracts designated as Excluded Contracts pursuant to the terms of this Agreement.

"Excluded Matter" means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (ii) the effect of any change that generally affects any industry in which Sellers operate, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (iv) the effect of any action taken by NewCo or its Affiliates with respect to the Transactions or with respect to Sellers, including their respective employees; (v) the effect of any changes in applicable Laws or accounting rules; (vi) any effect resulting from the public announcement of this Agreement; or (vii) any effect resulting from the filing of the Bankruptcy Case.

"Excluded Permit" means those permits listed on Schedule 2.2(d).

"Facility Employees" means Employees who are employed on a full time basis at the Somerset Facility or the Cayuga Facility as of the date hereof.

"Final Order" means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Body of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect; provided that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired without the filing of any appeal or motion for reconsideration.

"Fixed Costs" means the fixed costs identified and outlined in the Projection Model.

"Furniture and Equipment" shall mean all equipment, machinery, fixtures, spare parts, furniture and other tangible property owned by any Seller or Somerset Railroad Corporation (after giving effect to Section 2.2 of the Settlement Agreement) and located at any Facility or used in the operation of the Business, including all attachments, appliances, fittings, gas and oil burners, lighting fixtures, signs, doors, cabinets, partitions, mantels, motors, pumps, screens, plumbing, heating, air conditioning, refrigerators, freezers, refrigerating and cooling systems, racks, ovens, stoves, carpets, floor coverings, wall coverings, office equipment, kitchen appliances, Hardware, registers, safes, trash containers, meters and scales, combinations, codes and keys, and any other furniture, fixtures, equipment and Improvements, irrespective of where title is held as of the date of this Agreement.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof.

"Governmental Body" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, any governmental authority, agency, department, board, commission or instrumentality or any political subdivision thereof, and any tribunal or court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

"Hardware" means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

"Hazardous Material" means any substance, material or waste that is regulated pursuant to any Environmental Law, or that can be the subject of enforcement, investigation, or liability pursuant to any Environmental Law, whether or not recycled or beneficially used, including, without limitation coal combustion products, residues, or emissions, fly ash, bottom ash, flue gas desulfurization material, petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold or other fungi, and urea formaldehyde insulation.

"Improvements" shall mean buildings, structures, systems, fixtures and facilities located on, and easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances, roads, sidewalks, parking lots, infrastructure improvements and all other rights and benefits belonging, or in any way related, to the Seller Property.

"Indebtedness" means, with respect to any Person, without duplication, (i) all amounts owing, including principal and premium (if any), interest, overdraft fees, costs, expenses, penalties, indemnities and breakage costs in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds, drafts, extensions of credit or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or

similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, "keep well" agreements, agreements to maintain or contribute cash or capital to any Person or other similar agreements or arrangements; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indentures" means, collectively, (i) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust A-1 and Bankers Trust Company, as Indenture Trustee, (ii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust A-2 and Bankers Trust Company, as Indenture Trustee, (iii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust B-1 and Bankers Trust Company, as Indenture Trustee, (iv) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust B-2 and Bankers Trust Company, as Indenture Trustee, (v) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust C-1 and Bankers Trust Company, as Indenture Trustee, (vi) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust C-2 and Bankers Trust Company, as Indenture Trustee, (vii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust A-1 and Bankers Trust Company, as Indenture Trustee, (viii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust A-2 and Bankers Trust Company, as Indenture Trustee, (ix) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust B-1 and Bankers Trust Company, as Indenture Trustee, (x) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust B-2 and Bankers Trust Company, as Indenture Trustee, (xi) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust C-1 and Bankers Trust Company, as Indenture Trustee, and (xii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust C-2 and Bankers Trust Company, as Indenture Trustee.

"Intellectual Property" means all worldwide intellectual property and rights wholly or jointly owned, assigned or registered to any Seller or any of its Subsidiaries, including Somerset Railroad Corporation, arising from or in respect of the following: all (i) inventions, discoveries, industrial designs, business methods, patents and patent applications (including provisional and Patent Cooperation Treaty applications), including continuations, divisionals, continuations-in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing; (ii) trademarks, service marks, certification marks, collective marks, trade names, business names, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, symbols, Internet domain names and corporate names, and general intangibles of a like nature, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing; (iii) published and unpublished works of authorship in any medium, whether copyrightable or not (including databases and other compilations of information, computer software, source code, object code, algorithms, and other similar materials and Internet website content), copyrights and moral rights therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations

and reversions thereof; and (iv) confidential and proprietary information, trade secrets, and know-how, including methods, processes, business plans, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, drawings, prototypes, models, designs, devices, technology, research and development and customer information and lists (collectively, "Trade Secrets").

"Intellectual Property Licenses" means (i) any Contract that contains any grant by any Seller to any third Person of any right to manufacture, use, offer to sell, sell, publish, perform or exploit any Intellectual Property owned by any Seller, and/or (ii) any Contract that contains any grant by any third Person to any Seller of a right to manufacture, use, offer to sell, sell, publish, perform or exploit a third Person's intellectual property rights.

"Intercompany Loan" means, with respect to any Seller, any intercompany Indebtedness related to the Business between such Seller and any Affiliate of such Seller (other than another Seller), whether or not evidenced by promissory notes and/or recorded in the books and records of such Seller.

"IRS" means the United States Internal Revenue Service.

"Law" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, or regulation or other requirement enacted, promulgated, issued or entered by a Governmental Body.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Lessor Note Indebtedness" means the obligations under the Indentures and the Lessor Notes (as defined in the Indentures) issued thereunder.

"Liability" means any and all debts, losses, liabilities, claims (including "Claims" as defined in section 101(5) of the Bankruptcy Code), damages, expenses, Taxes, fines or other penalties, costs, royalties, proceedings, deficiencies or obligations (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise and whether due or to become due, and whether in contract, tort, strict liability or otherwise, and whether or not resulting from third party claims.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, right of first offer, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other restriction or limitation whatsoever.

"Material Adverse Change" means any change, circumstance, occurrence, fact or event occurring or first existing after the date hereof, or occurring or existing prior to the date hereof but not disclosed by Sellers to NewCo prior to the date hereof, that (a) has increased, or would reasonably be expected to increase, the amount of the Assumed Liabilities (other than Liabilities pursuant to Sections 2.3(a)(ii), 2.3(a)(iv), 2.3(b)(ii) and 2.3(b)(iv)), by more than one million six hundred thousand dollars ($1,600,000) over the aggregate amount of such Assumed

Liabilities set forth on Schedule 2.3, provided, that if the amount of the Assumed Liabilities (other than Liabilities pursuant to Sections 2.3(a)(ii), 2.3(a)(iv), 2.3(b)(ii) and 2.3(b)(iv)) has increased by more than one million six hundred thousand dollars ($1,600,000) over the amount of such Assumed Liabilities set forth on Schedule 2.3, Sellers shall have the ability in their sole discretion to assume any amounts in excess of one million six hundred thousand dollars ($1,600,000) in which case Parties hereby agree that the requirements of this clause (a) would not be met for the purposes of Section 10.1(r), (b) has increased, or would reasonably be expected to increase, the aggregate amount of fixed costs and capital expenditures of the Business during the period from January 1, 2012 through December 31, 2016 over the amount of Fixed Costs and Capital Expenditures for such period set forth in the Projection Model by fifty million dollars ($50,000,000) or more, other than as a result of changes or proposed changes to Environmental Law, (c) has resulted in, or would reasonably be expected to result in, damage to or destruction of the Purchased Assets where the cost to repair or restore such Purchased Assets to their condition immediately prior to the occurrence of such damage or destruction would reasonably be expected to exceed fifty million dollars ($50,000,000) (net of any insurance proceeds paid to NewCo pursuant to Section 8.9(b) hereof), or (d) has created, or would reasonably be expected to create, a Lien any of the Purchased Assets that will not be released as of the Closing Date and that does not constitute a Permitted Exception.

"Material Adverse Effect" means (i) a material adverse effect on the Business or the business, assets, Liabilities or properties of the Sellers and Somerset Railroad Corporation (taken as a whole) or (ii) a material adverse effect on the ability of Sellers to consummate the Transactions or perform their obligations under this Agreement, in each case other than an effect resulting from an Excluded Matter.

"Minimum Coal/AR Balance" means $12,500,000, inclusive of the Minimum Somerset Tonnage.

"Minimum Somerset Tonnage" means a minimum of 72,400 tons of coal located, or allocated for use in connection with generation operations, at the Somerset Facility.

"Negative Coal/AR Balance" means the amount, if any, by which (i) the Minimum Coal/AR Balance exceeds (ii) the sum of (x) the Coal Book Value as of the Closing and (y) the accounts receivable related to the operations of the Sellers as of the Closing. For purposes of determining whether there is a Negative Coal/AR Balance, accounts receivable shall be applied first and coal second.

"NRC" means the Nuclear Regulatory Commission.

"Operating Losses" means fixed operating expenditures and capital expenditures in the Ordinary Course of Business incurred or accrued for the applicable months related to the Purchased Assets, provided that such expenditures will be offset by positive gross margin to the extent that it relates to energy, capacity or ancillary services sold during the month, and provided, further, that for the purposes of determining energy margins (energy revenue less associated variable costs) coal related to the Somerset Facility shall be priced at $73.80 per ton and coal related to the Cayuga Facility shall be priced at $75.43 per ton. For the avoidance of

doubt, no amounts that constitute Assumed Liabilities shall be included in the calculation of Operating Losses.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice.

"Organizational Documents" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all bylaws and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"Participation Agreements" means those certain twelve Participation Agreements dated May 1, 1999 by and among one of twelve owner trusts and related owner participant signatory thereto, an owner participant, and Deutsche Bank Trust Company Americas, as successor Indenture Trustees and Pass Through Trustees.

"Pass Through Agreement A" means that certain Pass Through Trust Agreement A, dated as of May 1, 1999.

"Pass Through Agreement B" means that certain Pass Through Trust Agreement B, dated as of May 1, 1999.

"Pass Through Agreements" means, collectively, Pass Through Agreement A and Pass Through Agreement B.

"Pass Through Certificates" shall have the meaning set forth in the Participation Agreements.

"Permits" means any approvals, authorizations, consents, licenses, permits, certificates of, or granted by, a Governmental Body.

"Permitted Exceptions" means (i) all title exceptions, restrictions, easements, restrictive covenants, rights-of-way, servitudes, permits, surface leases and other rights with respect to surface operations, to the extent the same are disclosed in policies of title insurance which have been made available by Sellers to NewCo with respect to the Seller Properties as of the date hereof, (ii) all rights reserved to or vested in any Governmental Body to control or regulate the Purchased Assets and all obligations and duties under all applicable Laws or under any permit issued by any Governmental Body, (iii) statutory Liens for current real and personal property Taxes, assessments or governmental charges not yet due or delinquent, (iv) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business, (v) Liens securing debt as disclosed in the Financial Statements, which Liens will be released at or prior to Closing, (vi) title of a lessor under the capital and operating leases set forth on Schedule 1.1, and (vii), any other easements, leases, rights-of-way, restrictions, covenants,

licenses or other Liens, whether or not of record, or any encroachments or other survey defects which would be disclosed by a current accurate survey or physical inspection of the respective property, to the extent not otherwise included in clauses (i) through (vi), but which, individually and in the aggregate (but without including any other Liens otherwise included as Permitted Exceptions pursuant to any other clauses of this definition), do not interfere materially with the current use of such property (assuming its continued use in the manner in which it is currently used) or, with respect to unimproved or vacant real property, interfere materially with the intended use of such property.

"Person" means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and all Governmental Bodies.

"Positive Coal/AR Balance" means the amount, if any, by which (i) the sum of (x) the Coal Book Value as of the Closing and (y) the accounts receivable related to the operations of the Sellers as of the Closing, exceeds (ii) the Minimum Coal/AR Balance. For purposes of determining whether there is a Positive Coal/AR Balance, accounts receivable shall be applied first and coal second.

"Post-Closing Escrow Account" means an escrow account, subject to an escrow agreement reasonably acceptable to the Sellers and NewCo for the payment of severance obligations post-Closing, which account shall be funded by the Sellers with $1,250,000 at Closing as set forth in Section 3.2.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or before the Closing Date.

"Projection Model" means the January 2012 Somerset and Cayuga Projection Model posted to the Data Site (and identified as 2012_01 long term projection model vF dated 1/25/12) prior to the date hereof.

"Purchase Price" means the Indenture Assets Purchase Price, the Non Indenture Assets Purchase Price and the Somerset Railroad Purchase Price.

"Purchased Assets" means the Indenture Purchased Assets and the Non-Indenture Purchased Assets.

"Purchased Intellectual Property" means all Owned Intellectual Property, Licensed Intellectual Property and all other Intellectual Property rights (whether or not registered) that relate to the Business or which are manufactured, used, offered for sale, sold, published, performed or exploited in the operation of the Business, other than Intellectual Property associated exclusively with the Excluded Assets.

"Release" means any actual or threatened release, spill, emission, leaking, pumping, injection, deposit, disposal, treatment, storage, discharge, dispersal, or leaching into the indoor or outdoor environment, or into, on, within, under, or out of any property.

"Released Liens" means (i) any Lien that, pursuant to section 363(f) of the Bankruptcy Code, will be released from the Purchased Assets upon entry of the Sale Order; and (ii) other Liens that will be released on or prior to Closing at no cost or expense to NewCo.

"Remedial Action" means all actions to (i) investigate, respond to, clean up, remove, remediate, or otherwise mitigate or address any Hazardous Material including post-remedial monitoring and care; (ii) prevent the Release of any Hazardous Material; or (iii) correct a condition of noncompliance with Environmental Laws.

"Rent Reserve Payment Undertaking Agreement" means, collectively, the Rent Reserve Account Payment Undertaking Agreement, dated as of May 1, 1999, among AES Eastern Energy, L.P., Kintigh Facility Trust A-1, Milliken Facility Trust A-1, Kintigh Facility Trust A-2, Milliken Facility Trust A-2, Kintigh Facility Trust B-1, Milliken Facility Trust B-1, Kintigh Facility Trust B-2, Milliken Facility Trust B-2, Kintigh Facility Trust C-1, Milliken Facility Trust C-1, Kintigh Facility Trust C-2, Milliken Facility Trust C-2 and Morgan Guaranty Trust Company of New York, or any other Payment Undertaking Agreement in effect from time to time in respect of the Rent Reserve Account.

"Rent Reserve Account" means "Rent Reserve Account" as defined in Section 2.2 of the Depositary Agreement.

"Representatives" means, with respect to any Person, its officers, directors, managers, employees, attorneys, investment bankers, accountants and other agents and representatives.

"Requisite Holders" means Certificate Holders holding not less than a majority in interest of the Fractional Undivided Interests evidenced by all outstanding Certificates (as such terms are defined in Pass Through Agreement A) and Certificate Holders holding not less than a majority in interest of the Fractional Undivided Interests evidenced by all outstanding Certificates (as such terms are of Noteholders as defined in Pass Through Agreement B).

"RGGI" means the Regional Greenhouse Gas Initiative.

"Sale Motion" means the motion of Sellers seeking approval and entry of the Sale Procedures Order and the Sale Order, filed January 11, 2012 in the Chapter 11 Cases under docket number 74.

"Sale Order" means an order or orders of the Bankruptcy Court issued pursuant to sections 105, 363 and 365 of the Bankruptcy Code in form and substance acceptable to Trustee, NewCo and Sellers approving this Agreement, each in their sole discretion, and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated hereby.

"Sale Procedures Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Trustee and Sellers, which, among other things establishes a date by which Competing Bids must be submitted, as requested under the Sale Motion, and sets forth the agreements on allocation as set forth in section 2.10 of the Settlement Agreement.

"SCR" means the selective catalytic reduction system located at the Somerset Facility.

"Seller Transfer Taxes and Title Fees" shall mean Seller's responsibility, pursuant to Sections 9.3 and 12.2, to pay half of all Transfer Taxes and Title Fees subject to the limitations set forth in such sections.

"Sellers' Knowledge" means the actual knowledge of those officers and directors of Sellers identified on Schedule 1.1(b).

"Selling Debtors" means AES Eastern Energy, L.P., AES Somerset, LLC, AES Cayuga, LLC and AES NY3, LLC.

"Settlement Agreement" means that certain settlement agreement executed by certain of the Selling Debtors and certain Certificateholders (as defined in the Pass Through Agreements), settling a series of disputes and potential disputes relating to the rights and obligations of the Parties under the Indentures and related documents.

"Somerset Facility" means the facility and assets described in Exhibit A to the Indentures with the Kintigh Facility Trusts.

"Somerset PILOT Agreement" means all documents executed in connection with the PILOT agreement in respect of the Somerset Facility, including, the lease agreement, leaseback agreement, PILOT mortgage agreement, and the PILOT agreement, as any of the same may be amended prior to the Closing Date.

"Somerset Railroad" means the railroad operated by Somerset Railroad Corporation.

"Somerset Railroad Corporation" means Somerset Railroad Corporation, a wholly owned subsidiary of AES NY3.

"Somerset Railroad Credit Facility" means that certain credit facility in the outstanding principal amount of approximately $2.3 million extended under that certain Secured Credit Agreement, dated as of May 6, 1999, among Somerset Railroad Corporation, the financial institutions listed as a party thereto, and CIBC, Inc., as agent, as amended and restated as of August 14, 2000, among Somerset Railroad Corporation, the financial institutions listed as a party thereto, and BNP Paribas, successor to Fortis Capital Corporation, as agent for and representative of the lending parties thereto.

"Straddle Period" means any Tax period beginning on or before, and ending after, the Closing Date.

"Subsidiary" or "subsidiary" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity entitled, under ordinary circumstances, to vote in the election of directors or other governing body of such Person, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body of such Person.

"Tax" means all federal, state, provincial, territorial, municipal, local or foreign income, profits, franchise, gross receipts, environmental (including taxes under Section 59A of the Code), alternative or add on minimum, customs, duties, net worth, sales, use, goods and services, withholding, value added, ad valorem, employment, social security, escheat, disability, occupation, pension, real property, personal property (tangible and intangible), stamp, transfer, conveyance, severance, production, excise and other taxes (including payments in lieu of taxes), withholdings, duties, levies, imposts, fees and other similar charges and assessments (including any and all interest, fines, penalties and additions attributable to, or otherwise imposed on or with respect to, any such taxes, withholdings, duties, levies, imposts, fees and other similar charges and assessments) imposed by or on behalf of any Governmental Body or Tax Authority, including any obligation to indemnify or otherwise to assume or succeed to the Tax liability of any other Person.

"Tax Authority" means any federal, state, local or foreign government, or agency, instrumentality or employee thereof, charged with the determination, assessment, regulation, collection or administration of any Tax or of Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements filed or required to be filed in respect of any Taxes, including all attachments and schedules thereto and amendments thereof.

"Transaction Documents" means this Agreement, the Purchased Assets Bill of Sale, the Facilities Bill of Sale, the Assignment and Assumption Agreement, the Transition Services Agreement (if entered into pursuant to Section 8.9), and all other Contracts necessary to effectuate the Transactions.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Trust Escrow Account" means the escrow account designated by and subject to an escrow agreement, which account shall be funded as set forth herein and utilized to fund a trust to be established for the benefit of the general unsecured creditors of Lead Seller.

"Unions" means IBEW Local Union No. 83 and IBEW Local Union No. 966.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (1988) and any similar state or local "mass layoff" or "plant closing" laws.

Section 1.2 Terms Defined Elsewhere in this Agreement.

For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
AES Corp.	Section 7.3(e)
AES Marks	Section 8.12
Agreement	Preamble
Alternative Proposal	Section 7.1(a)
Assignment and Assumption Agreement	Section 4.2(a)(iii)
Assumed Liabilities	Section 2.3
Assumption Notice	Section 7.3(a)
Balance Sheet	Section 5.4
Balance Sheet Date	Section 5.4
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business Employee List	Section 9.1(a)
Cash Consideration	Section 3.1(b)(i)
Chapter 11 Cases	Recitals
Closing	Section 4.1
Closing Date	Section 4.1
Coal	Section 2.1(c)(v)
Competing Bid	Section 7.1
Contract Retention Period	Section 2.7(c)
Credit Bid Indebtedness	Section 3.1(a)
Cure Schedule	Section 2.5
Designated Contract	Section 7.3(b)
Designation Deadline	Section 7.3(b)
Designation Right Contract	Section 2.7(c)
Destruction	Section 8.9(a)
Employee Benefit Plans	Section 5.13(a)
ERISA Affiliate	Section 5.13(a)
Estimated Operating Losses	Section 3.3
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.4
Excluded Permits	Section 7.3(a)
Facilities Bill of Sale	Section 10.1(p)
Facility	Recitals
Financial Statements	Section 5.4
Income Taxes	Section 5.8
Indenture Assets Purchase Price	Section 3.1(a)
Indenture Purchased Assets	Section 2.1(a)
Insurance Contract	Section 5.20
Labor Agreement	Section 5.14(a)

Term	Section
Lead Seller	Preamble
Licensed Intellectual Property	Section 5.11(a)
Material Contract	Section 5.12(a)
NewCo Documents	Section 6.2
Non-Income Tax Returns	Section 9.3(c)
Non-Indenture Assets Purchase Price	Section 3.1(b)
Non-Indenture Purchased Assets	Section 2.1(b)
NYISO	Section 2.1(c)(xxii)
NYSEG	Section 2.1(c)(xxiii)
Owned Intellectual Property	Section 5.11(a)
Owned Properties	Section 5.9(a)
Party	Preamble
Personal Property Leases	Section 5.10
Petition Date	Recitals
Post-Closing Assumption Notice	Section 2.7(c)
Purchase Price	Section 3.1(c)
Purchased Assets Bill of Sale	Section 4.2(a)(i)
Real Property Lease	Section 5.9(a)
Related Party	Section 5.21(a)
Required Consents	Section 2.7(a)
Requisite Trustee Direction	Section 10.4(a)
Seller	Preamble
Seller Benefit Plan	Section 5.13(a)
Seller Documents	Section 5.2
Seller Closing Obligations	Section 3.1(b)(i)
Seller Property	Section 5.9(a)
Somerset Railroad Purchase Price	Section 3.1(c)
Surety Administrative Agent	Section 3.2(b)(i)
Surety LC Agreement	Section 3.2(b)(i)
Surety Lender	Section 3.2(b)(i)
Termination Date	Section 4.4(a)
Title IV Plans	Section 5.13(a)
Trade Secrets	Section 1.1
Transfer	Section 2.7(a)
Transferred Employees	Section 9.1(b)
Transfer Taxes	Section 9.3(a)
Transition Services Agreement	Section 8.8(a)
Trustee	Preamble

Section 1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the referenced end date shall be excluded in calculating such period. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one schedule shall be deemed to have been disclosed on each other schedule to the extent that the relevance of any such information to such other schedule is readily apparent from the text of such disclosure and without independent examination of documents referred to therein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to a gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Amendments and Successors. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented including (in the case of

agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to the Person's successors and permitted assigns, as applicable.

(ix) Jointly Drafted. This Agreement is the product of negotiations among the Parties, each of which is represented by legal counsel, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived by each Party.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Purchase and Sale of Indenture and Non-Indenture Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, and subject to Section 7.3, at the Closing, each Seller shall transfer, assign and deliver to NewCo (as the Trustee's designee to receive the Indenture Purchased Assets, as defined below, pursuant to the Trustee's credit bid), or to one or more subsidiaries of NewCo at NewCo's direction, and NewCo (or one or more subsidiaries of NewCo at NewCo's direction) shall accept from such Seller, free and clear of any and all Liens (other than Liens created by NewCo and Permitted Exceptions), all of such Seller's right, title and interest in, to and under, the Indenture Purchased Assets (as defined below). The term "Indenture Purchased Assets" shall mean any and all of the assets, properties, rights and claims of any Seller of any kind or nature whatsoever (after giving effect to Section 2.1 of the Settlement Agreement), whether tangible or intangible, personal or mixed, wherever located and whether or not carried or reflected on the books and records of such Seller and whether now existing or hereinafter acquired, which relate to the Business or which are used or useful in, or held for use in, the operation of the Business and which constitute part of the Facilities, including, without limitation, the assets set forth on Schedule 2.1 and excluding only the Excluded Assets expressly identified in Section 2.2.

(b) On the terms and subject to the conditions set forth in this Agreement, and subject to Section 7.3, at the Closing, each Seller shall sell, transfer, assign, convey and deliver to NewCo (or to one or more subsidiaries of NewCo at NewCo's direction), and NewCo (or one or more of such subsidiaries at NewCo's direction) shall purchase, acquire and accept from such Seller, free and clear of any and all Liens (other than Liens created by NewCo and Permitted Exceptions), all of such Seller's right, title and interest in, to and under, the Non-Indenture Purchased Assets (as defined below). The term "Non-Indenture Purchased Assets" shall mean any and all of the assets, properties, rights and claims of any Seller of any kind or nature whatsoever (after giving effect to Section 2.1 of the Settlement Agreement), whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of such Seller and whether now existing or hereinafter acquired, which

relate to the Business or which are used or useful in, or held for use in, the operation of the Business and which do not constitute part of the Facilities, including, without limitation, the assets set forth on Schedule 2.1 and excluding only the Excluded Assets expressly identified in Section 2.2.

(c) For the avoidance of doubt, the Indenture Purchased Assets and the Non-Indenture Purchased Assets shall collectively include, without limitation, the following assets of Sellers:

(i) the Facilities;

(ii) accounts receivable, notes and other rights to payment of Sellers from third parties, including customers, arising from the conduct of the Business before the Closing, whether or not in the Ordinary Course of Business, together with any unpaid financing charges accrued thereon, other than any accounts and notes receivable or other rights to payment arising out of or relating to any Excluded Asset;

(iii) the SCR;

(iv) all of the outstanding capital stock of Somerset Railroad Corporation;

(v) all inventory of coal, limestone and other raw materials located at the Facilities (or the sites surrounding such Facilities) or owned by the Somerset Railroad, which shall include the Minimum Somerset Tonnage, or which has been paid for by any Seller or Somerset Railroad but has not yet been delivered to any Facility as of the Closing (the "Coal");

(vi) all deposits (including security deposits for rent, electricity, telephone or otherwise) and prepaid or deferred charges and expenses of Sellers relating to any Assumed Contract or Permit that constitutes a Purchased Asset or any other Purchased Asset, including all prepaid rentals and unbilled charges, fees or deposits, other than deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Asset;

(vii) all rights, title and interest of Sellers in each parcel of Owned Property listed on Schedule 2.1 and under each Real Property Lease that constitutes an Assumed Contract, together with all Improvements, fixtures and other appurtenances thereto and rights in respect thereof;

(viii) all rights, title and interest of Sellers in and to any property subject to a personal property lease that is related to, useful in or held for use in, the operation of the Business, to the extent any such personal property lease is an Assumed Contract;

(ix) all Furniture and Equipment;

(x) the Purchased Intellectual Property and all goodwill associated therewith;

(xi) to the extent transferable after giving effect to the Sale Order, all of the rights and benefits accruing under any of the Assumed Contracts, including each Real Property Lease, personal property lease or Intellectual Property License that is an Assumed Contract;

(xii) all Documents;

(xiii) to the extent assignable to NewCo under applicable Law, all of the rights and benefits accruing under any Permits held, used or intended to be used by any Seller in connection with the Business (including any pending applications therefor) and all deposits and prepaid expenses held by third parties and/or Governmental Bodies in connection therewith, except any such Permit that constitutes an Excluded Permit;

(xiv) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of any Seller or any Affiliate thereof or with third parties, in each case, to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(xv) any rights, demands, claims, causes of action, rights of recovery, credits, allowances, rebates, or rights of setoff or subrogation arising out of or relating to any of the Purchased Assets or Assumed Liabilities, including any rights against third parties under Assumed Contracts, other than (a) any avoidance actions or other causes of action under Chapter 5 of the Bankruptcy Code or (b) causes of action under other applicable Laws that are not directly related to the Business, the Purchased Assets or the Assumed Liabilities;

(xvi) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to the Business or any of the Purchased Assets, or any services provided to Sellers in connection with the Business or the Purchased Assets, or to the extent otherwise affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining exclusively to any Excluded Assets;

(xvii) all third party property and casualty insurance proceeds and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Business or the Purchased Assets (or to any portion thereof), except to the extent such proceeds relate exclusively to an Excluded Liability;

(xviii) all goodwill and other intangible assets associated with the Purchased Assets or the Business, including customer and supplier lists and

the goodwill associated with the Purchased Intellectual Property;

(xix) all other assets or properties related to the Business and the Facilities not referenced above that are reflected on the Financial Statements or were acquired by Sellers in the Ordinary Course of Business after the date of the Financial Statements, other than Excluded Assets;

(xx) any radiation detectors located on the Seller Properties or at any Facility, and any Permits issued by NRC, any NRC interests or any NRC licensed radioactive material;

(xxi) all environmental-related deposits related to the Facilities as of the Petition Date, provided, however, that (i) NewCo shall reimburse the Sellers for any additional cash deposited in respect of such environmental matters after the Petition Date; and (ii) Seller's provisions of any such postpetition environmental-related deposits shall require the prior written consent of NewCo;

(xxii) except to the extent provided in Section 2.2(l), the Selling Debtors' allocated portion of the New York Independent System Operator ("NYISO") Working Capital Fund in the event NewCo assumes the related agreements with NYISO;

(xxiii) recorded easements encumbering or benefiting the Facilities that run with the Seller Properties, including, without limitation, the reciprocal easement(s) with New York State Electric & Gas Corporation ("NYSEG"), to the extent the same are disclosed in policies of title insurance which have been made available by Sellers to NewCo on or prior to the date hereof and that are designated and approved by NewCo prior to Closing (for the avoidance of doubt, the transfer of such easements shall not result in the assumption under Section 365 of the Bankruptcy Code of any other agreements or liabilities thereunder, including, without limitation, (A) the existing interconnection agreement related to the Facilities between NYSEG and AES NY, L.L.C. dated as of August 3, 1998 (as amended, supplemented or modified from time to time) or (B) the asset purchase agreement dated as of August 3, 1998 between AES NY, L.L.C. and the NYSEG and its affiliate, NGE Generation, Inc. or any obligations outside the scope of the easements under the foregoing agreements set forth in the immediately preceding clauses (A) and (B));

(xxiv) all right, title and interest of any Seller in and to the vehicles, rolling stock and equipment used or held for use in the Business, and all right, title and interest of any Seller in, to and under all vehicle and equipment leases which constitute Assumed Contracts;

(xxv) unapplied air emission allowances or credits and other environmental allowances and credits other than RGGI carbon dioxide

emissions allowances; and

(xxvi) all claims, rights and interests in any refund, rebate, abatement or other recovery for Taxes relating to the Purchased Assets or the Business other than any claims, rights and interests in any refund, rebate, abatement or other recovery under or with respect to the Somerset PILOT Agreement or the Cayuga PILOT Agreement; it being understood that nothing herein shall require AES Corp. to pay any amounts relating to any of the foregoing, and no Seller shall be required to assign any intercompany claim it may have in respect of any Affiliate other than intercompany claims relating to Somerset Railroad Corporation.

Section 2.2 Excluded Assets.

Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Trustee or NewCo, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean the following assets:

(a) all equity interests in any Seller; provided, that, in the case of any Seller that is a limited liability company, NewCo may elect, in its sole discretion, to purchase all of the equity interests of such Seller in lieu of its assets; and, provided further, for the avoidance of doubt, that all equity interests in Somerset Railroad Corporation shall constitute a Purchased Asset;

(b) all of Sellers' deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets or contracts not assumed and assigned to NewCo;

(c) the Excluded Contracts, including any accounts receivable arising out of or in connection with any Excluded Contract;

(d) the Excluded Permits, including all deposits and prepaid expenses held by third parties and/or Governmental Bodies in connection therewith;

(e) all Contracts that have terminated or expired according to the terms of such Contracts prior to the Closing Date in the ordinary course of business or as permitted hereunder;

(f) any (i) (A) personnel and medical records pertaining to the Transferred Employees not permitted to be transferred to NewCo under applicable Law and (B) all personnel and medical records pertaining to current or former directors, consultants and Employees of Sellers who are not Transferred Employees; (ii) books and records that Sellers are required by Law to retain or that relate exclusively to the Excluded Assets or the Excluded Liabilities, including Tax Returns, stock ledgers and minute books (other than Tax Returns, stock ledgers and minute books of Somerset Railroad Corporation), financial statements, and corporate or other entity filings (other than filings of Somerset Railroad Corporation); provided that NewCo shall have the right to make copies of any portions of such retained books and records that relate in any way to the Business or any of the Purchased Assets or Assumed Liabilities; and (iii) corporate charters, qualifications to do business, taxpayer and other identification numbers,

corporate seals, minute books, stock ledgers, stock certificates and any other documentation related to governance, organization, maintenance or existence of Sellers; provided that NewCo shall have the right to make copies of any portions of such documents and records;

(g) other than Excluded Contracts and Excluded Permits (which are addressed in Section 7.3), any assets identified by NewCo or the Trustee, each in their sole discretion, at any time prior to the Closing Date;

(h) any Permit which is not assignable or which is not permitted to be transferred to NewCo, in each case under applicable Law;

(i) all rights and claims of Sellers under the Transaction Documents;

(j) all RGGI carbon dioxide emissions allowances;

(k) all adequate assurance deposits authorized by the Bankruptcy Court in the Chapter 11 Cases and funded pursuant to section 366 of the Bankruptcy Code that are held by or for the benefit of utilities in connection with the Business;

(l) any deposits, holdbacks, or other amounts held by NYISO, which were withheld or otherwise paid by or charged to the Selling Debtors after the Petition Date;

(m) any claims, rights and interests in any refund, rebate, abatement or other recovery under or with respect to the Somerset PILOT Agreement or the Cayuga PILOT Agreement; and

(n) any avoidance actions or other causes of action under Chapter 5 of the Bankruptcy Code or causes of action under other applicable Laws that are not directly related to the Business, the Purchased Assets or the Assumed Liabilities.

Section 2.3 Assumption of Liabilities.

On the terms and subject to the conditions set forth in this Agreement, at the Closing, NewCo shall assume the Assumed Liabilities (as defined below) and shall agree to pay, discharge, perform and otherwise satisfy such Assumed Liabilities in accordance with their respective terms, subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such Assumed Liabilities are owed. The term "Assumed Liabilities" shall mean only those Liabilities specifically and expressly set forth in subsections 2.3(a) and 2.3(b) below:

(a)

(i) Liabilities pursuant to the Somerset Railroad Credit Facility, which shall be repaid in full on or before the Closing Date, or satisfied by such other consideration as NewCo and the lender parties to the Somerset Railroad Credit Facility may agree;

(ii) (x) all obligations of any Seller or the Somerset Railroad

Corporation under the Assumed Contracts, in each case to the extent arising and relating solely to the period from and after the Closing and not to the extent arising out of any breach or default thereof or other activities prior to the Closing, and (y) with respect to the foregoing Assumed Contracts, subject to Section 2.5, all of the Determined Cure Costs with respect to such Assumed Contracts;

(iii) Liabilities of Sellers with respect to (A) accrued but unpaid salary and wages for the Facility Employees for up to (I) one pay period in the case of salaried Facility Employees (where the paydates are on the 15th and the last day of each month) and (II) two pay periods in the case of hourly Facility Employees (where the pay periods are each one week) to the extent not previously discharged through the payment of the Operating Losses pursuant to Section 3.1(b)(v) or Section 3.4, and (B) accrued and unused vacation, sick days and personal days for the Transferred Employees;

(iv) all Liabilities pursuant to Environmental Law (other than fines or other penalties asserted against Debtors, or arising from Debtors' conduct or status as owner or operator prior to or as of the closing date of the Sale Transaction) for Remedial Actions, cleanup, closure or otherwise maintaining environmental regulatory compliance at the Facilities and at the other Purchased Assets comprised of real property in which NewCo takes an interest as owner or operator, and excluding all Liabilities of any kind at any real property in which NewCo does not receive an interest as owner or operator pursuant to this Agreement, except for any asset retirement obligations which are governed by Section 2.3(b)(iv);

(v) employment and employee benefit Liabilities allocated to NewCo pursuant to Section 9.1 or Section 9.2 of this Agreement;

(vi) all WARN Act Liabilities incurred by Sellers on or after the Closing Date to the extent that such Liabilities result from NewCo's failure to offer employment to a sufficient number of Facility Employees to avoid incurring such Liabilities; and

(vii) air emissions allowance liabilities arising from air emissions occurring on and after January 1, 2012.

(b)

(i) all Liabilities relating exclusively to NewCo's ownership or operation of the Purchased Assets, to the extent arising from events, facts or circumstances that occur after the Closing, but excluding any Liabilities arising from ownership or operation of the Business or the Purchased Assets prior to the Closing or relating to any services that were sold or provided prior to the Closing other than liabilities explicitly assumed hereunder;

(ii) (y) all Liabilities for Taxes relating to the Purchased Assets or

the Business for any Post-Closing Tax Period, including any Taxes for a Straddle Period allocated to NewCo pursuant to the AES Side Letter (but excluding (i) all income, franchise, or any other Taxes based on or measured by gross or net income or receipts of any Seller or any Affiliate of any Seller (or any member of any consolidated, combined or affiliated group of which any such Seller or Affiliate thereof is a member, or of such consolidated, combined or affiliated group) and (ii) any Taxes imposed on or with respect to any of the Owner Trusts, the Owner Participants or any of their Affiliates (or any member of any consolidated, combined or affiliated group of which any such Owner Participant or any Affiliate thereof is a member, or of such consolidated, combined or affiliated group) for any Tax period) and (z) all Liabilities for Transfer Taxes other than Transfer Taxes required to be paid by Sellers pursuant to Section 9.3 hereof;

(iii) all Liabilities under the PILOT Agreements and related Industrial Development Agency Agreements with respect to Niagara and Tompkins County; and

(iv) asset retirement obligations related to the Facilities set forth on Schedule 2.3.

Section 2.4 Excluded Liabilities.

Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, the Parties expressly acknowledge and agree that neither Trustee nor NewCo shall assume or in any manner whatsoever be liable or responsible for any Liabilities of any Seller or any predecessor or Affiliate of any Seller, of any nature whatsoever, whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated or otherwise, existing before or on the Closing Date or arising thereafter, other than the Assumed Liabilities. All of the Liabilities of any Seller or of any predecessor or Affiliate of any Seller not specifically and expressly assumed by NewCo pursuant to Section 2.3 shall be referred to herein collectively as the "Excluded Liabilities." For the avoidance of doubt, and without limiting the foregoing, neither Trustee nor NewCo shall be obligated to assume, and they do not assume, and hereby disclaim all of the following Liabilities of each Seller or of any predecessor or Affiliate of any Seller (and any such Liabilities shall be considered Excluded Liabilities for all purposes of this Agreement):

(a) all Liabilities for accrued expenses and accounts payable incurred prior to the Closing Date, except to the extent that the same expressly constitute Assumed Liabilities pursuant to Section 2.3(b);

(b) all Liabilities of any Seller or any Affiliate of any Seller relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services performed in connection with this Agreement, the Transactions or the Chapter 11 Cases;

(c) all Liabilities arising out of Excluded Assets, including any Contracts that do not constitute Assumed Contracts;

(d) all Liabilities relating to any claims for infringement, dilution, misappropriation or any other violation of intellectual property rights arising from Sellers' operation of the Business by the practice of the Purchased Intellectual Property or any third party's intellectual property prior to the Closing Date;

(e) except as specifically provided in Article IX, all Liabilities under, relating to, or with respect to any Seller Benefit Plan (including any Liabilities related to any Seller Benefit Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA)) or that is subject to Section 302 of Title IV of ERISA or Section 412 of the Code) and any trusts, 501(c)(9) organizations, insurance (including fiduciary insurance), administrative or other service contracts relating thereto;

(f) except as specifically provided in Article IX, all Liabilities or claims arising out of, relating to or with respect to the employment or performance of services for, or termination of employment or services for, or potential employment or engagement for the performance of services for, Sellers, or any Affiliate of any Seller, or any predecessor thereof of any individual Person (including the Transferred Employees) or any Person acting as a professional employer organization, employee leasing company or providing similar services on or prior to the Closing (including as a result of the transactions contemplated by this Agreement), including Liabilities for workers' compensation, severance (including statutory severance), separation, termination, or notice pay or benefits (including under COBRA), discrimination, harassment, torts, occupational illness or injury, labor agreements, employment contracts, wrongful discharge, employment or compensation policies or practices, demotions, transfers, failure to hire, failure to promote, contributions to or modifications or terminations of benefit plans, claims under the WARN Act, or any other form of accrued or contingent compensation (including wages, remuneration, compensation, benefits, severance, vacation or other paid time off and leave entitlements) and all other employment related obligations, irrespective of whether such Liabilities or claims are paid or made, as applicable, on, before or after Closing;

(g) all Liabilities for (i) Taxes relating to the Purchased Assets or the Business for any Pre-Closing Tax Period, including any Taxes for a Straddle Period allocated to Sellers or AES Corp. or any Affiliate thereof pursuant to the AES Side Letter, (ii) income, franchise, or any other Taxes based on or measured by gross or net income or receipts of any Seller or any Affiliate of any Seller (or any member of any consolidated, combined or affiliated group of which any such Seller or Affiliate thereof is a member, or of such consolidated, combined or affiliated group), (iii) for any Pre-Closing Tax Period, including any such Taxes for a Straddle Period allocated to Sellers or any Affiliate pursuant to the AES Side Letter, (x) any income, franchise or other Taxes based on or measured by gross or net income or receipts of Somerset Railroad Corporation or any of its Affiliates (or any member of any consolidated, combined or affiliated group of which Somerset Railroad Corporation is a member, or of such consolidated, combined or affiliate group) and (y) any other Taxes of Somerset Railroad Corporation or any of its Affiliates, (iv) any Taxes imposed on or with respect to any of the Owner Trusts, the Owner Participants or any of their Affiliates (or any member of any consolidated, combined or affiliated group of which any such Owner Participant or any Affiliate thereof is a member, or of such

consolidated, combined or affiliated group) for any Tax Period and (v) Seller Transfer Taxes and Title Fees;

(h) any Liability of any Seller or any of its Affiliates arising out of or in connection with a violation of any Law prior to Closing, including any violations of Law relating to occupational safety and health or discrimination on the basis of age, race, creed, color or disability;

(i) any Liability of any Seller or any of its Affiliates resulting from, caused by or arising out of, or which relate to, directly or indirectly, the ownership, lease or license of any properties or assets prior to the Closing (including any amounts due or which may become due or owing under the Designated Contracts) or other actions or omissions of any Seller or any of its Affiliates occurring prior to the Closing (other than the Determined Cure Costs relating to the Designated Contracts and any Liabilities expressly and specifically set forth on Schedule 2.3), including actions or omissions that constituted, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty or other similar authority or that relate to any Legal Proceeding commenced against any Seller, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(j) any Liabilities arising under Intercompany Loans and all promissory notes related thereto;

(k) any Liabilities with respect to outstanding checks or other instruments issued by any Seller;

(l) all Liabilities arising as a result of any Action initiated at any time, to the extent related to the Business or the Purchased Assets on or prior to the Closing Date, including any shareholder Actions, Actions for breach of contract, or any tort Actions;

(m) any Liabilities arising from the operation of any successor or transferee liability Laws, including, without limitation, "bulk sales" statutes, to the extent that non-compliance therewith or the failure to obtain necessary clearances would subject Trustee or NewCo or the Purchased Assets to the claims of any creditors of any Seller, or would subject any of the Purchased Assets to any Liens or other restrictions (except for Permitted Exceptions);

(n) all Liabilities pursuant to Environmental Law arising from operation of the Business or the Facilities or the ownership of the Purchased Assets, Somerset Railroad Corporation or any other assets prior to the Closing Date, other than the Liabilities expressly assumed in Section 2.3(a)(iv) of this Agreement, and including, without limitation, all Liabilities related to actions or circumstances at, on or from any real property or facility not conveyed to NewCo pursuant to this Agreement;

(o) all Liabilities relating to amounts required to be paid by Sellers hereunder or any other Liability of any Seller under this Agreement, any Transaction Document or any other document executed in connection herewith;

(p) any Liability related to, resulting from or arising out of acts or omissions of any Seller or any of its Affiliates or Representatives occurring after the Closing;

(q) any Liability related to any Claim (as defined in the Bankruptcy Code) arising prior to the Petition Date and not expressly assumed pursuant to this Agreement;

(r) all Liabilities of Sellers related to the right to or issuance of any capital stock of, or other equity interest in, any Seller, including any stock options or warrants;

(s) any Liability to any shareholder or other equity holder of any Seller; and

(t) any Liability of any Seller or any Affiliate of Seller not expressly and specifically included among the Assumed Liabilities.

Section 2.5 Determined Cure Costs.

Prior to the date hereof, Sellers have provided to NewCo a schedule listing each assignable Contract to which any Seller or Somerset Railroad Corporation is a party and setting forth a good faith estimate of all Cure Costs for each such Contract in accordance with the Sale Procedures Order ("Cure Schedule"). Pursuant to Section 7.3(b), NewCo shall be entitled, in its sole discretion, by written notice to Sellers up to three (3) Business Days prior to the Closing Date, to elect not to purchase or assume one or more of such assignable Contracts, in which case such Contract shall be considered an Excluded Contract (and not included in the Purchased Assets) for all purposes of this Agreement and neither Trustee nor NewCo shall have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Contract listed by Seller on the Cure Schedule that NewCo does not elect to identify as an Excluded Contract pursuant to the preceding sentence shall be an "Assumed Contract". NewCo agrees to promptly satisfy all Determined Cure Costs in respect of each Assumed Contract as and when such Determined Cure Costs become due under the Sale Order and pursuant to Section 7.3 hereof.

Section 2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, and except as prohibited by Law, Sellers shall, or shall cause their respective controlled Affiliates to, make available to NewCo such non-confidential data in personnel records of Transferred Employees as is reasonably necessary for NewCo to transition such employees into NewCo's (or such assignee's) records.

(b) From time to time following the Closing, Sellers and NewCo shall, and shall cause their respective controlled Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to NewCo and its successors or assigns, all of the properties, rights, title, interests, estates, remedies, powers and privileges intended to be conveyed to NewCo under this Agreement and the Transactions Documents and to otherwise make effective the Transactions.

(c) To the extent not obtained at or prior to Closing, Sellers shall use their respective reasonable best efforts to obtain termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release Liens (other than Permitted Exceptions) on the Purchased Assets, each in form and substance reasonably satisfactory to NewCo.

(d) Nothing in this Agreement nor the consummation of the Transactions shall be construed as an attempt or agreement to transfer or assign any Purchased Asset, including any Contract, Permit or other right, which (i) is not capable of being assigned pursuant to section 365 of the Bankruptcy Code or transferred pursuant to section 363 of the Bankruptcy Code to NewCo at the Closing, or (ii) the transfer or assignment of which would result in a violation of any applicable Law.

Section 2.7 Assignment of Contracts and Rights; Designation Right Contracts.

(a) To the extent that any Contract or Permit or other asset to be sold, transferred, conveyed or assigned (any sale, transfer, conveyance or assignment, a "Transfer") to NewCo pursuant to the terms of Section 2.1 is not capable of being Transferred to NewCo (after giving effect to the Sale Order) without the Consent of a third Person, or if such Transfer or attempted Transfer would, or if the subsequent Transfer or attempted Transfer of the equity interests of NewCo would, constitute a breach thereof or a violation of any Law, nothing in this Agreement or in any document, agreement or instrument delivered pursuant to this Agreement will constitute a Transfer or an attempted Transfer thereof prior to the time at which all Consents necessary for such Transfer (such Consents, "Required Consents") have been obtained unless an Order of the Bankruptcy Court effects such Transfer without any such Required Consents.

(b) Subject to Section 10.1(d), to the extent that any Required Consent with respect to any Designated Contract is not obtained by the Closing, Sellers will use their reasonable best efforts, and NewCo shall use its commercially reasonable efforts to cooperate with Sellers, to obtain such Required Consent, and each Seller will, from and after the Closing and until the date on which such Required Consent is obtained, use commercially reasonable efforts during the term of such Contract to (i) provide to NewCo the benefits under such Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract in trust for NewCo pending receipt of the Required Consent) designed to provide such benefits to NewCo, and (iii) enforce for the account of NewCo any rights of such Seller under such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the direction of NewCo); provided, however, that no Party shall be obligated to provide any financial accommodation or other consideration of any nature to any Person to facilitate obtaining any Required Consent. NewCo will cooperate with the applicable Sellers in order to enable Sellers to provide to NewCo hereunder the benefits contemplated by this Section 2.7(b) and, provided that such benefits are conferred upon NewCo, NewCo will reimburse Sellers for any amount NewCo would have been required to pay under any such Contract had the Contract been assigned (after obtaining all Required Consents) to NewCo at the Closing.

Section 2.8 Bulk Sales Laws.

NewCo hereby waives compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transactions contemplated hereby.

Section 2.9 Receivables.

(a) If, prior to the Closing, NewCo shall receive payment in respect of accounts receivable that are included in the Purchased Assets, then NewCo shall hold such amounts in trust for Sellers and shall promptly forward such payment to Sellers.

(b) If, following the Closing, any Seller shall receive payment in respect of accounts receivable that are included in the Purchased Assets, then such Seller shall hold such amounts in trust for NewCo and shall promptly forward such payment to NewCo.

Section 2.10 Relinquishment of Control.

At the Closing, Sellers shall turn over actual possession and control of all of the Purchased Assets to NewCo by taking such action that may be required or reasonably requested by NewCo to effect such transfer of possession and control.

ARTICLE III

CONSIDERATION

Section 3.1 Consideration.

(a) The aggregate consideration (the "Indenture Assets Purchase Price") for the sale, transfer, assignment, conveyance and delivery by Sellers of the Indenture Purchased Assets (other than the stock of Somerset Railroad Corporation the consideration for which is set forth in Section 3.1(c) below) shall consist of certain Lessor Note Indebtedness in the aggregate principal amount of the Credit Bid (the "Credit Bid Indebtedness") to be surrendered by the Trustee pursuant to the Sale Order in connection with a credit bid under Section 363 of the Bankruptcy Code.

(b) The aggregate consideration (the "Non-Indenture Assets Purchase Price") for the sale, transfer, assignment, conveyance and delivery by Sellers to NewCo of the Non-Indenture Purchased Assets shall consist of:

(i) cash in an amount equal to five million dollars ($5,000,000), subject to (A) upward adjustment by the amount of any Positive Coal/AR Balance, and (B) downward adjustment by the amount of any Negative Coal/AR Balance (such amount as so adjusted, the "Cash Consideration") to be paid at Closing; provided, however, to the extent the Negative Coal/AR Balance exceeds $3,750,000, the Sellers shall pay in cash the amount of such excess to the Trustee at Closing (such excess, the "Seller Closing Obligation"); *plus*

(ii) the assumption at the Closing by NewCo of the Assumed Liabilities from Sellers, including the assumption of the obligation to pay to the applicable counterparties of the Assumed Contracts an amount equal to the Determined Cure Costs payable by NewCo under Section 7.3(c); *plus*

(iii) the balance of cash in the Depositary Accounts as of the Petition Date (approximately $8,500,000), which the Parties agree has been made available for the Sellers' use as of the Settlement Approval Date (as such term is defined in the Settlement Agreement); *plus*

(iv) the payment by NewCo of the Employee Bonuses; provided, however, that if the Employee Bonuses are paid by the Sellers before the Closing, then NewCo shall reimburse the Sellers in full for the Employee Bonuses at Closing; *plus*

(v) (x) if the Closing occurs on or prior to April 30, 2012, additional cash consideration to be paid at Closing equal to 50% of the Operating Losses, if any, of Sellers for the period from April 1, 2012 through and including the earlier of the Closing and April 30, 2012; and (y) if the Closing does not occur on or prior to April 30, 2012, additional cash consideration to be paid at Closing equal to (i) 50% of the Operating Losses, if any, of Sellers for the period from April 1, 2012 through and including April 30, 2012 and (ii) 100% of the Operating Losses, if any, of Sellers for the period from May 1, 2012 to the Closing Date, in each case in accordance with a budget of expenditures delivered by the Sellers to the Trustee on or before the seventh (7th) calendar day prior to the first (1st) calendar day of the next applicable calendar month in form and substance reasonably acceptable to the Trustee and the Sellers, which budget shall include capital expenditures agreed upon by the Trustee and NewCo and Sellers' overhead at a market rate to be agreed upon by the Sellers, NewCo and the Trustee, but not restructuring costs for such period, and be supported by reasonably sufficient detail, which detail may be reasonably requested by the Trustee or NewCo; provided, however, that NewCo shall not be obligated to pay any such additional cash consideration if the Closing does not occur; *plus*

(vi) NewCo shall reimburse the Sellers for the pro-rata portion of any insurance premiums that Sellers paid to the insurers prior to Closing under those new insurance policies listed on Schedule 3.1(b)(vi) (as such Schedule may be updated prior to Closing upon the written consent of the Parties) that are reasonably acceptable to NewCo and attributable to the post-Closing period (provided, that the Parties may agree to adjust such reimbursement amounts to achieve a reasonably satisfactory assumption); *plus*

(vii) NewCo shall reimburse Sellers for all payments of principal made by Sellers or Somerset Railroad Corporation after the Petition Date and prior to the Closing under the Somerset Railroad Credit Facility up to a maximum amount of $464,285.71.

(c) The aggregate consideration for the sale, transfer, assignment, conveyance and delivery by Sellers to NewCo of all of the outstanding capital stock of Somerset Railroad

Corporation (the "Somerset Railroad Purchase Price") shall consist of cash in an amount equal to $2,100,000 to be paid at Closing in accordance with Section 3.2(b).

Section 3.2 Payment of Purchase Price; Closing Actions.

(a) At the Closing, the Purchase Price shall be delivered to Sellers as follows:

(i) NewCo shall pay to Lead Seller (on behalf of all Sellers), by wire transfer of immediately available funds, the Cash Consideration, which shall be disbursed by Lead Seller in the manner set forth in the Sale Order, or, if applicable, Sellers shall pay to NewCo the Seller Closing Obligation;

(ii) Trustee shall surrender and release the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets, and concurrently, such right to receive the Indenture Purchased Assets shall be assigned and transferred to NewCo (or one or more of NewCo's subsidiaries as directed by NewCo), prior to the Sellers' transfer of title to and possession of the same to the Trustee, and effective as of Closing, Sellers shall transfer directly to NewCo (or one or more of NewCo's subsidiaries as directed by NewCo) as transferee of record, and without the Trustee taking title to or possession of the same, all of Sellers' right, title and interest in and to the Indenture Purchased Assets, and each of the Sellers and NewCo shall waive and release the Trustee from any claims, obligations and liabilities with respect to such Indenture Purchased Assets;

(iii) to the extent the Employee Bonuses have been paid by Sellers prior to the Closing Date, NewCo shall reimburse Sellers, by wire transfer of immediately available funds, the amounts of such Employee Bonuses;

(iv) NewCo shall pay to Lead Seller (on behalf of all Sellers), by wire transfer of immediately available funds, an amount equal to the Estimated Operating Losses;

(v) Notwithstanding any provision of this Agreement to the contrary, NewCo shall be entitled to deduct or withhold from the consideration otherwise payable to Sellers under this Agreement such amounts as NewCo is required to deduct or withhold under Law. If NewCo so deducts or withholds any such amount, such amount shall be treated for all purposes of this Agreement as having been paid to the applicable Seller in respect of which NewCo made the deduction or withholding.

(b) At the Closing, the Selling Debtors shall:

(i) Segregate the Somerset Railroad Purchase Price on account of the secured claims of The Bank of Nova Scotia, as the administrative agent (the "Surety Administrative Agent"), for the benefit of the lenders (the "Surety Lenders") under that certain Letter of Credit and

Reimbursement Agreement dated as of August 4, 2006 (the "Surety LC Agreement"), which amount shall be paid over to the Surety Administrative Agent, in cash, in full and final satisfaction of any and all secured claims of each of the Surety Lenders and the Surety Administrative Agent under the Surety LC Agreement under section 506(a) of the Bankruptcy Code (and only to the extent such claims are held in their capacity as Surety Lender); provided, however, that the Selling Debtors shall not make the foregoing payment to the Surety Administrative Agent unless and until NewCo has satisfied the Somerset Railroad Credit Facility as provided in Section 2.3(a) of this Agreement. For the avoidance of doubt, the Surety Agent on behalf of the Surety Lenders shall also have an allowed general unsecured claim of $10,000,000 against the Lead Seller in accordance with Section 2.5 of the Settlement Agreement;

(ii) Deposit $1,250,000 in cash in the Post-Closing Escrow Account. If, as of nine (9) months from the Closing Date, NewCo has incurred certain post-closing severance costs as specified in the agreement governing the Post-Closing Escrow Account, one-half of such costs shall be paid from the Post-Closing Escrow Fund. Any unapplied funds remaining in the Post-Closing Escrow Account after such nine (9) month period shall be returned to the Selling Debtors; and

(iii) Deposit $1,500,000 into the Trust Escrow Account.

(c) At the Closing, the Sellers shall pay to CWT and RPA all accrued and unpaid Professional Expenses in accordance with the Settlement Agreement.

Section 3.3 Purchase Price Allocation.

If and to the extent that any of the Sellers files any Tax Returns, Sellers agree to (a) file such Tax Returns in accordance with the allocation of Purchase Price and Tax Allocation Schedule agreed to by NewCo and AES Corp. in the AES Side Letter and (b) take no position contrary thereto unless (and only to the extent) otherwise required by applicable Law.

Section 3.4 Adjustment to Purchase Price.

At least two (2) business days prior to the Closing, Sellers shall provide to NewCo a written statement showing a good faith estimate of Operating Losses payable pursuant to Section 3.1(b)(v) (the "Estimated Operating Losses"), which Estimated Operating Losses shall be paid by NewCo on Closing less the amount of any Operating Losses which NewCo has paid in advance in accordance with Section 3.1(b)(v)(y)(ii). Within thirty (30) days after the Closing, if (i) the Transition Services Agreement shall have been entered into, NewCo shall provide to Sellers, or (ii) the Transition Services Agreement shall not have been entered into, Sellers shall provide, a final calculation of Operating Losses to be paid pursuant to Section 3.1(b)(iv) (the "Statement of Operating Losses") together with reasonable supporting documentation with respect thereto. Within fifteen (15) days of the non-preparing party's receipt of the Statement of Operating Losses, the non-preparing party may dispute, in good faith, the preparing party's

calculation of Operating Losses by notifying the preparing party in writing of the disputed amount(s) and setting forth, in reasonable detail in the Statement of Dispute, the basis for such dispute (the "Statement of Dispute"). The Parties shall work in good faith to resolve any such dispute. If the Parties are not able to resolve such dispute within five (5) days, the Statement of Operating Losses and the Statement of Dispute shall be submitted to an independent accounting firm mutually agreed upon by Lead Seller and NewCo within ten (10) days. The independent accounting firm will, within thirty (30) days after such submission, determine and report to NewCo and Lead Seller its written findings with respect to the amount of Operating Losses, and such independent accounting firm's determination will constitute the final non-appealable, binding and conclusive resolution of the dispute over the Statement of Operating Losses. The non-prevailing party, as determined by the independent accounting firm, shall pay the fees and expenses of the independent accounting firm. If the non-preparing party does not deliver a Statement of Dispute to NewCo within fifteen (15) days from their receipt of the Statement of Operating Losses, such Statement of Operating Losses delivered by the preparing party shall be deemed final. Within two (2) Business Days of the final determination of the Operating Losses (either through the non-preparing party's approval of the preparing party's calculation, the Parties agreement as to the final Operating Losses following a dispute, the independent auditor's finding or the expiration of the 15 day period referred to in the preceding sentence) if (A) the Operating Losses were greater than the Estimated Operating Losses, NewCo shall pay to Sellers the amount of such difference, or (B) the Operating Losses were less than the Estimated Operating Losses, Sellers shall pay to NewCo the amount of such difference.

ARTICLE IV

CLOSING AND TERMINATION

Section 4.1 Closing Date.

Subject to the satisfaction of the conditions set forth in Section 10.1, Section 10.2 and Section 10.3 (or the waiver thereof by the applicable Parties entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, NY 10153 (or at such other place as the Parties may designate in writing) at 12:00 p.m. (Eastern Time) on the date that is the first Business Day following the satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the Parties. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of Sellers in the Purchased Assets to be acquired by NewCo hereunder shall be considered to have passed to NewCo as of 12:01 a.m. (Eastern Time) on the Closing Date.

Section 4.2 Deliveries by Sellers.

(a) At the Closing, Sellers shall deliver to NewCo:

(i) a duly executed bill of sale in the form attached hereto as Exhibit A (the "Purchased Assets Bill of Sale") in favor of NewCo with respect to the Indenture Purchased Assets;

(ii) a duly executed bill of sale in the form attached hereto as Exhibit B in favor of NewCo with respect to the Non-Indenture Purchased Assets;

(iii) (A) duly executed assignment and assumption agreement by and among Sellers and NewCo in the form attached hereto as Exhibit C; (B) duly executed assignments of the U.S. patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as applicable; and (C) assignments of the Intellectual Property Licenses that are Designated Contracts (collectively, the "Assignment and Assumption Agreement");

(iv) the officer's certificate required to be delivered pursuant to Section 10.1(a) and Section 10.1(b);

(v) Intentionally Omitted.

(vi) copies of resolutions of the board of directors (or equivalent governing body) of each Seller authorizing and approving the execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the performance by such Seller of its obligations hereunder and thereunder, certified by a duly authorized officer of such Seller;

(vii) an incumbency certificate dated the Closing Date for each Seller executed by the Secretary of such Seller which shall identify the names and titles and bear the signatures of the officers of such Seller individually authorized to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party;

(viii) termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release Liens (other than Permitted Exceptions) on the Indenture Purchased Assets and the Non-Indenture Purchased Assets (including the equity or assets of Somerset Railroad Corporation), each in form and substance reasonably satisfactory to NewCo and duly executed by any holders of such Liens;

(ix) evidence of the payment by Sellers of any Employee Bonuses

prior to the Closing;

(x) a certified copy of the Sale Order;

(xi) payment of the Seller Closing Obligations, if applicable;

(xii) payment of the Professional Expenses in accordance with the Settlement Agreement;

(xiii) evidence of the deposit by Sellers of (a) $1,250,000 in cash in the Post-Closing Escrow Account, and (b) $1,500,000 in cash in the Trust Escrow Account;

(xiv) special warranty or similar deeds in proper statutory form for recording and in form and substance reasonably satisfactory to NewCo conveying good and marketable title to the Owned Properties;

(xv) the releases of the Sellers contemplated by Section 11.2 and 11.3 of the Settlement Agreement;

(xvi) stock certificates representing all of the issued and outstanding shares of Somerset Railroad Corporation, duly endorsed in blank or accompanied by stock transfer powers ; and

(xvii) all other agreements, certificates and instruments of conveyance and transfer, in form and substance reasonably acceptable to NewCo (including estoppel certificates, subordination and non-disturbance agreements, and customary affidavits and indemnity agreements reasonably requested by a title company providing title insurance with respect to the Seller Properties in favor of NewCo or its designee), as may be necessary to convey the Indenture Purchased Assets and the Non-Indenture Purchased Assets to NewCo or reasonably requested by NewCo.

Section 4.3 Deliveries by NewCo and Trustee.

(a) At the Closing, Trustee shall deliver, or cause to be delivered, to Sellers, instruments and agreements in a form reasonably satisfactory to Sellers (i) releasing and surrendering the Credit Bid Indebtedness and (ii) evidencing the release by the Trustee of all right, title and interest to any cash remaining in the Deutsche Bank Depository Accounts.

(b) At the Closing, NewCo shall deliver, or cause to be delivered, to Sellers:

(i) the Cash Consideration and other amounts required to be paid by NewCo pursuant to Sections 3.1(b)(i), 3.1(b)(iv), 3.1(b)(v), 3.1(b)(vi) and 3.1(c), if any;

(ii) the Assignment and Assumption Agreement duly executed by NewCo;

(iii) If, prior to Closing, Sellers enter into new insurance policies reasonably acceptable to NewCo covering the Purchased Assets, and if such insurance policies provide that they are assignable to NewCo, NewCo shall reimburse the Sellers for the pro-rata portion of any insurance premiums for such insurance policies that Sellers paid to the insurers under such policies prior to Closing and that are attributable to the post-Closing period;

(iv) the officer's certificate required to be delivered pursuant to Section 10.2(a) and Section 10.2(b); and

(v) the releases contemplated by Section 11.1 of the Settlement Agreement.

Section 4.4 Termination of Agreement.

This Agreement may (or, as applicable, shall) be terminated at any time prior to the Closing:

(a) by Trustee, NewCo, or Sellers, if the Closing shall not have occurred by the close of business on September 30, 2012 (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Trustee or NewCo, on the one hand, or Sellers, on the other hand, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) at any time on or after May 1, 2012 by Sellers if the Closing Date has not occurred, unless NewCo agrees, in writing, prior to April 30, 2012, to make advance monthly payments to cover Operating Losses from May 1, 2012 until the occurrence of the Closing Date and shall have funded such amounts;

(c) by mutual written consent of Sellers, NewCo, and Trustee;

(d) by Trustee or NewCo, if any of the conditions to the obligations of Trustee or NewCo set forth in Section 10.1 and Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by either Trustee or NewCo of any covenant or agreement contained in this Agreement, and such condition is not waived by both Trustee and NewCo;

(e) by Sellers, if any condition to the obligations of Sellers set forth in Section 10.2 and Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by any Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(f) by Trustee or NewCo, if there shall be a material breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) Business Days after the giving of written notice by Trustee or NewCo to Sellers of such breach and (ii) the Termination Date;

(g) by Trustee or NewCo, if the Sale Order with respect to the Transactions has been entered and all other conditions to Closing have been satisfied or waived by the applicable Party and (i) Trustee and NewCo have provided Sellers with written notice that they are prepared to consummate the Transactions and (ii) the Closing Date does not occur within two (2) Business Days of Trustee and NewCo providing Sellers with such notice;

(h) by Sellers, if there shall be a material breach by Trustee or NewCo of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) Business Days after the giving of written notice by Sellers to Trustee and NewCo of such breach and (ii) the Termination Date;

(i) by Sellers, Trustee or NewCo, if there shall be in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions; it being agreed that the Parties shall promptly appeal any adverse determination which is not non-appealable (and shall pursue such appeal with reasonable diligence); or

(j) by Trustee or NewCo, if the Sale Order has not been entered by the Bankruptcy Court on or before April 15, 2012;

(k) by Trustee or NewCo, if for any reason Trustee is unable to credit bid the Credit Bid Indebtedness in payment of the Indenture Assets Purchase Price as set forth in Section 3.1(a);

(l) by Trustee or NewCo, if any of the Chapter 11 Cases are dismissed or converted to a case under chapter 7 of the Bankruptcy Code for any reason;

(m) by Trustee or NewCo, if the Sale Procedures Order or the Sale Order is modified in any manner that is materially adverse to Trustee or NewCo without the consent of Trustee and NewCo (which consent may be withheld or waived in the Trustee's or NewCo's sole discretion);

(n) by Sellers, if the Sale Procedures Order or the Sale Order is modified in any manner that is materially adverse to the Sellers without the consent of the Sellers (which consent may be withheld or waived in the Sellers' sole discretion); and

(o) by Trustee, NewCo or Sellers, if the Bankruptcy Court shall enter an order approving a Competing Bid or any sale or other disposition of any material portion of Sellers' assets and properties relating to the Business to a Person other than Trustee and/or NewCo, or Sellers publicly announce the selection of a Person other than Trustee and/or NewCo as the Successful Bidder (as defined in the Sale Procedures Order) in the Auction,

provided, however, in each case the right to terminate this Agreement under this Section 4.4 will not be available to any Party to this Agreement whose material breach of any of its obligations under this Agreement has been a principal cause of, or resulted in, the failure of a condition to the Closing pursuant to Article X.

Section 4.5 Procedure Upon Termination.

In the event of termination and abandonment of this Agreement by Trustee, NewCo or Sellers, pursuant to Section 4.4 and except as set forth herein, written notice thereof shall forthwith be given to the other Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Trustee, NewCo or Sellers. If this Agreement is terminated as provided herein each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

Section 4.6 Effect of Termination.

In the event that this Agreement is validly terminated as provided herein, this Agreement shall become wholly void and of no further force and effect and such termination shall be without liability to Trustee, NewCo or Sellers, or any of their respective Affiliates or Representatives, and each shall be fully released and discharged from any Liability arising under this Agreement after the date of such termination; provided, however, that the provisions of Article I, Section 4.5, this Section 4.6, Section 8.5, Section 8.7, Section 9.3, Article XI and Article XII of this Agreement shall survive any such termination and shall be enforceable hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the corresponding sections or subsections of Sellers' Disclosure Schedule, Sellers jointly and severally hereby represent and warrant to Trustee and NewCo as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 5.1 Organization and Good Standing.

(a) Each Seller is a corporation, limited partnership or limited liability company, as the case may be, duly organized, validly existing and, except as a result of the commencement of the Chapter 11 Cases, in good standing under the Laws of the jurisdiction of its incorporation, formation or organization, and, subject to obtaining the approval of the Bankruptcy Court, has all necessary power and authority to enter into this Agreement and each of the other Transaction Documents, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. Each Seller has all necessary power and authority to own, lease, operate and conduct its respective businesses, properties and assets as now being conducted. Each Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its respective business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing has resulted from the commencement or continuance of the Chapter 11 Cases.

(b) No Seller has any Subsidiaries, except as set forth on Schedule 5.1(b).

Section 5.2 Authorization of Agreement.

Subject to the entry of the Sale Order from the Bankruptcy Court, and except as otherwise disclosed in Schedule 5.2, the execution and delivery of this Agreement and each of the other Transaction Documents to be executed by each Seller (the "Seller Documents"), the performance by each Seller of its obligations under this Agreement and each Seller Document, and the consummation by each Seller of the Transactions have been duly authorized by all requisite action on the part of such Seller and no other action or proceeding on the part of any Seller is necessary to authorize the execution and delivery of this Agreement and each of the other Seller Documents by each Seller, or the consummation of the Transactions. This Agreement has been, and upon their execution, the other Seller Documents will be at or prior to Closing, duly executed and delivered by each Seller, and (assuming due authorization, execution and delivery by Trustee and NewCo), subject to the approval of the Bankruptcy Court, this Agreement constitutes, and, upon their execution, the other Seller Documents shall constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 5.3(a), none of the execution and delivery by Sellers of this Agreement or any of the other Seller Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by any Seller with any of the provisions hereof or thereof will materially conflict with, or result in any material violation of or material default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the Organizational Documents of any Seller; (ii) subject to entry of the Sale Order, any Contract or Permit to which any Seller is a party or by which any of the properties or assets of any Seller are bound; (iii) subject to entry of the Sale Order, any Order of any Governmental Body applicable to any Seller or any of the properties or assets of any Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law.

(b) Except as set forth on Schedule 5.3(b), no material consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part of any Seller in connection with the execution and delivery of this Agreement or the other Seller Documents, the compliance by any Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by any Seller of any other action contemplated pursuant to the Transaction Documents, except for (i) the entry of the Sale Order and (ii) the entry of the Sale Procedures Order.

Section 5.4 Financial Statements.

Sellers have delivered to Trustee and NewCo true and correct copies in all material respects of (i) the audited consolidated balance sheets of the Lead Seller as at December 31, 2010, December 31, 2009 and December 31, 2008, and the related audited consolidated statements of income and of cash flows of Lead Seller for the years then ended and (ii) the unaudited consolidated balance sheet of Lead Seller as at September 30, 2011 and the related consolidated statement of income and cash flows of Lead Seller for the nine month period then ended (such audited and unaudited statements, including the related notes and schedules thereto, are referred to herein as the "Financial Statements"). Each of the Financial Statements has been prepared in accordance with GAAP consistently applied without modification of the accounting principles used in the preparation thereof throughout the periods presented and presents fairly in all material respects the consolidated financial position, results of operations and cash flows of Lead Seller as of the dates and for the periods indicated therein, subject to normal year-end adjustments and the absence of complete notes in the case of the unaudited statements. For the purposes hereof, the audited consolidated balance sheet of Lead Seller as at December 31, 2010 is referred to as the "Balance Sheet" and December 31, 2010 is referred to as the "Balance Sheet Date."

Section 5.5 No Undisclosed Liabilities.

No Seller has any Indebtedness, or Liabilities of any kind that would have been required to be reflected in, reserved against or otherwise described in the Balance Sheet or the notes thereto in accordance with GAAP other than Liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date, Liabilities under this Agreement and Excluded Liabilities.

Section 5.6 Title to Purchased Assets.

(a) Except as set forth in Schedule 5.6, and other than the real property subject to the Real Property Leases, intellectual property licensed to Sellers and the personal property subject to the Personal Property Leases, and after giving effect to Section 2.2 of the Settlement Agreement, Sellers own each of the Purchased Assets, and, subject to the entry of the Sale Order and the order approving the Settlement Agreement, NewCo will be vested to the fullest extent permissible under Section 363(f) of the Bankruptcy Code with good title to the Purchased Assets free and clear of all Liens other than Permitted Exceptions.

(b) The Purchased Assets, together with all of the Sellers' agreements hereunder and under the Seller Documents, constitute all of the assets, rights and services used by Sellers to operate the Business as it is currently operated, other than Excluded Assets.

Section 5.7 Absence of Certain Developments.

Except as expressly contemplated by this Agreement or as set forth on Schedule 5.7, since the Balance Sheet Date, (a) Sellers have conducted the Business only in the Ordinary Course of Business and (b) there has not been any (i) Material Adverse Effect or (ii) sale, assignment, transfer, lease or license (other than a Permitted Exception) of or on any of the

tangible assets related to, in or held for use in the Business, except in the Ordinary Course of Business.

Section 5.8 Taxes.

The following representations and warranties relate to all Taxes other than U.S. federal, state and local income and franchise Taxes ("Income Taxes"):

(a) Except as set forth in Schedule 5.8 hereto, Sellers and Somerset Railroad Corporation have (i) timely filed, or have caused to be timely filed, with the appropriate Tax Authorities all material Tax Returns required to be filed by or with respect Somerset Railroad Corporation, the Purchased Assets or the Business (taking into account any validly obtained extensions of time to file), and (ii) timely paid all amounts of material Taxes owing, regardless of whether shown on a filed Tax Return. During the preceding five (5) years, no claim has been made by a Governmental Body in a jurisdiction where the Sellers or the Somerset Railroad Corporation do not file Tax Returns that any Seller, with respect to the Purchased Assets or the Business, or the Somerset Railroad Corporation is or may be subject to taxation by such jurisdiction. No issues were raised by a Tax Authority in any audit, investigation or administrative or judicial proceeding of any Seller, with respect to the Purchased Assets or the Business, or the Somerset Railroad Corporation, or to the knowledge of any Seller or Somerset Railroad Corporation, any Owner Participant, relating to Taxes that would reasonably be expected to recur in a future Tax period.

(b) Except for Taxes that are not yet due or payable (which are identified on Schedule 5.8 hereto), there are no liens for Taxes with respect to the Purchased Assets or the Business or on, or with respect to, any assets, or the stock, of Somerset Railroad Corporation.

(c) No Tax allocation, Tax sharing or Tax indemnity or similar agreement or arrangement is in effect, in each case, with respect to the Purchased Assets or the Business, or Somerset Railroad Corporation that would, in any manner, bind, obligate or otherwise restrict NewCo or Somerset Railroad Corporation.

(d) Somerset Railroad Corporation has not waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. Somerset Railroad Corporation has withheld and paid all Taxes required to be withheld and paid in connection with any amount paid or owing to any employee, independent contractor, creditor, stockholder or third party. No Tax audit or Tax proceeding is pending or being conducted with respect to Somerset Railroad Corporation.

Section 5.9 Real Property.

(a) Schedule 5.9 sets forth a true, correct and complete list and legal description (to the extent applicable) of (i) all real property and interests in real property owned in fee by Sellers (after giving effect to Section 2.2 of the Settlement Agreement and including any and all Improvements located on any such real property) (individually, an "Owned Property" and collectively, the "Owned Properties"), and (ii) all real property and interests in real property leased, subleased, licensed or otherwise used or occupied by one or more Sellers (after giving effect to Section 2.2 of the Settlement Agreement) (individually, a "Real Property Lease" and

collectively, the "Real Property Leases" and, together with the Owned Properties, being referred to herein individually as a "Seller Property" and collectively as the "Seller Properties") as lessee, sublessee, licensee, lessor, sublessor or licensor, together with the parties to, and date of, each Real Property Lease and the full street address of each parcel subject to a Real Property Lease. After giving effect to Section 2.2 of the Settlement Agreement, Sellers will have good and marketable fee title to all Owned Property, free and clear of all Liens of any nature whatsoever except for (i) Liens set forth on Schedule 5.9 and (ii) the Permitted Exceptions. Sellers have made available to Trustee and NewCo true and complete copies of each Real Property Lease and any and all amendments, modifications, supplements, exhibits, restatements, guarantees and other agreements (whether written or oral), in each case related thereto. Sellers have good and marketable leasehold interests in the real property conveyed by the Real Property Leases. Each Real Property Lease is in full force and effect, and is valid, binding and enforceable in accordance with its terms. To Sellers' Knowledge, no Seller has received any written notice of any default or event that with notice or lapse of time, or both, would constitute a default by any Seller under any of the Real Property Leases. To Sellers' Knowledge, no Seller has received any written notice of any condemnation, zoning or other similar proceeding affecting any Seller Property. Neither the whole nor any material portion of any Seller Property has been damaged or destroyed by fire or other casualty.

(b) The Seller Properties constitute all of the real property related to, used in held for use in, the conduct of the Business, including all real property underlying, or related to, the assets of AES NY3 and SRC.

Section 5.10 Tangible Personal Property.

Schedule 5.10 sets forth all leases of personal property ("Personal Property Leases") involving annual payments in excess of ten thousand dollars ($10,000) relating to personal property used by any Seller in the Business or to which any Seller is a party or by which the properties or assets of any Seller are bound. No Seller has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Seller under any of the Personal Property Leases.

Section 5.11 Intellectual Property.

(a) Schedule 5.11(a) sets forth a true and complete list of (i) all registered Intellectual Property exclusively used, held for use or useful in connection with the Business that is owned by any Seller (the "Owned Intellectual Property"); and (ii) all intellectual property exclusively used in connection with the Business that any Seller is licensed or otherwise permitted to use by other Persons (other than an Affiliate of such Seller) (the "Licensed Intellectual Property").

(b) Schedule 5.11(b) sets forth a true and complete list of (i) all material written Intellectual Property Licenses.

(c) Except as set forth on Schedule 5.11(c):

(i) A Seller owns all Owned Intellectual Property listed on Schedule 5.11(a) and has valid rights in and to, including rights to

manufacture, use, offer to sell, sell, publish, perform or exploit, as applicable, all other Purchased Intellectual Property as such Intellectual Property is used in the Ordinary Course of Business, in each case, free and clear of all Liens (other than Permitted Exceptions and Released Liens).

(ii) No Owned Intellectual Property is the subject of any ownership, validity, use or enforceability challenge and is maintained up to the Closing Date, and is not subject to any outstanding order, judgment or decree restricting its use or adversely affecting any Seller's rights thereto.

(iii) To Sellers' Knowledge, no Seller is violating or has, in the past three (3) years, violated any third person's intellectual property rights and there are no Actions or Legal Proceedings, pending or threatened, concerning any claim that any Seller has infringed, diluted, misappropriated, or otherwise violated any intellectual property rights of any other Person.

(iv) No Seller has received any written notice of any default or any event that with notice or lapse of time, or both, would constitute a default under any Contract providing for Licensed Intellectual Property and to which any Seller is a party or by which it is bound. To Sellers' Knowledge, no Person is infringing, diluting, misappropriating or otherwise violating any Purchased Intellectual Property.

(v) No Person other than a Seller has any ownership interest in, or a right to receive a royalty or similar payment with respect to, any of the Owned Intellectual Property.

(vi) No Seller has entered into any agreement to indemnify any other Person against any charge of infringement of any third party intellectual property, including Licensed Intellectual Property, except for customary infringement indemnities agreed to in the Ordinary Course of Business and included as part of any contracts for the license or sale of intellectual property, products or services. No Seller has entered into any agreement granting any third party the right to bring infringement actions or otherwise to enforce rights with respect to the Owned Intellectual Property or pursuant to which any Seller has agreed not to sue or otherwise enforce any legal rights with respect to Owned Intellectual Property.

(vii) Sellers have used commercially reasonable efforts to protect the confidentiality of any material Trade Secrets and other material confidential and proprietary information included in the Purchased Intellectual Property.

Section 5.12 Material Contracts.

(a) Schedule 5.12 sets forth all of the following Contracts to which a Seller or any of its controlled affiliates or the Somerset Railroad Corporation is a party or by which it is

bound and that are related to the Business or by which NewCo or the Purchased Assets may be bound or affected (collectively, the "Material Contracts"):

(i) Contracts with any Affiliate or current or former officer or director of any Seller or the Somerset Railroad Corporation (other than Contracts made in the Ordinary Course of Business on terms generally available to similarly situated non-affiliated parties);

(ii) Contracts with any labor union or association representing any Employees, including each Labor Agreement;

(iii) Contracts for the sale of any of the assets of any Seller or the Somerset Railroad Corporation, other than in the Ordinary Course of Business, for consideration in excess of ten thousand dollars ($10,000);

(iv) Contracts relating to the acquisition by any Seller or the Somerset Railroad Corporation of any operating business or the capital stock of any other Person, in each case for consideration in excess of ten thousand dollars ($10,000) or relating to a joint venture involving the Business or any of the Purchased Assets;

(v) Contracts relating to incurrence of Indebtedness, guarantees or loans, in each case involving amounts in excess of ten thousand dollars ($10,000);

(vi) Contracts with Employees providing for severance, retention, change in control or similar payments;

(vii) Contracts that, by their specific terms, require that transferees of the Facilities or the Purchased Assets be made a party thereto;

(viii) Contracts for the employment of any individual on a full-time, part-time or consulting or other basis providing annual compensation in excess of ten thousand dollars ($10,000);

(ix) Contracts that restrain, restrict, limit or impede the ability of NewCo to compete with or conduct any business or line of business in any geographic area; or

(x) Contracts which involve the expenditure of more than ten thousand dollars ($10,000) in the aggregate or require performance by any party more than one year from the date hereof that, in either case, are not terminable by a Seller or the Somerset Railroad Corporation without penalty on less than 180 days' notice.

(b) Except as set forth on Schedule 5.12(b), no Seller has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Seller or the Somerset Railroad Corporation under any Material Contract.

(c) Each of the Material Contracts is in full force and effect and is the legal, valid and binding obligation of one or more Sellers or the Somerset Railroad Corporation, enforceable against (i) such Seller(s) or Somerset Railroad Corporation in accordance with its terms, subject to the terms of the Sale Order and applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and (ii) to Sellers' Knowledge, each other party thereto. Sellers have delivered or otherwise made available to Trustee and NewCo true, correct and complete copies of all of the Contracts listed on Schedule 5.12, together with all amendments, modifications, supplements, exhibits and restatements thereto, other than with respect to purchase orders, provided that Sellers have delivered to NewCo prior to the date hereof a list of all purchase orders and copies of those purchase orders requested by NewCo. Subject only to the satisfaction of the Determined Cure Costs applicable to such Contracts and the entry of the Sale Order, each Designated Contract may be assumed and assigned to NewCo pursuant to section 365 of the Bankruptcy Code.

Section 5.13 Employee Benefits.

(a) Schedule 5.13(a) lists: (i) all "employee benefit plans", as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, equity or equity-based compensation, or deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by any Seller or to which any Seller contributed or is obligated to contribute thereunder for current or former Employees (the "Employee Benefit Plans"), and (ii) all "employee pension plans", as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, maintained by any Seller and any trade or business (whether or not incorporated) which are or have ever been under common control, or which are or have ever been treated as a single employer, with any Seller under Section 414(b), (c), (m) or (o) of the Code ("ERISA Affiliate") or to which any Seller or any ERISA Affiliate thereof, including, for the avoidance of doubt, the Somerset Railroad Corporation, contributed or has been obligated to contribute thereunder in the last six (6) years (the "Title IV Plans" and together with the Employee Benefit Plans, the "Seller Benefit Plans").

(b) Except as set forth on Schedule 5.13(b), no Seller nor any ERISA Affiliate thereof, including, for the avoidance of doubt, the Somerset Railroad Corporation, participates currently in, or has in the past six (6) years participated in, or is required currently, or in the past six (6) years has been required to, contribute to or otherwise participate in any Title IV Plan which is a multiemployer plan as defined in Section 3(37) of ERISA, or has been subject to Sections 4063 or 4064 of ERISA.

(c) Sellers and Somerset Railroad Corporation have paid all salary and wages with respect to Employees in the Ordinary Course of Business.

Section 5.14 Labor.

(a) Schedule 5.14(a) identifies each labor or collective bargaining agreement or other similar agreement or arrangement with any union, works council, trade union or other employee organization with respect to any Employee (the "Labor Agreements"). Sellers have delivered to Trustee and NewCo a current, accurate and complete copy of each Labor Agreement, including any amendments or supplements thereto or related agreements (including any side letter, supplemental agreement or memorandum of understanding that would materially alter a Labor Agreement). Sellers have informed Trustee and NewCo of all material communications and current written proposals of Sellers, the Somerset Railroad Corporation or their Affiliates, or any union in all ongoing negotiations with representatives of any unions representing any organized employee groups and all material matters on which any tentative agreements have been reached in the course of such negotiations.

(b) Except as set forth on Schedule 5.14(b), there are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to Sellers' Knowledge, threatened against or involving any Seller, the Somerset Railroad Corporation or any Employees, or (ii) unfair labor practice charges, grievances or complaints pending or, to Sellers' Knowledge, threatened by or on behalf of any Employee or group of Employees.

(c) Except as set forth in Schedule 5.14(c), there are no material grievances outstanding under any such agreement or contract; and to Sellers' Knowledge, there is no union organizing activity, petition or application pending before the National Labor Relations Board or other labor relations boards or tribunals seeking certification or any change in certification of a labor union with respect to any Employees.

(d) Except as set forth on Schedule 5.14(d), in the three years prior to the date hereof, no Seller or the Somerset Railroad Corporation has effectuated: (i) a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility; or (ii) a "mass layoff" (as defined in the WARN Act) affecting the Facilities or the Somerset Railroad.

Section 5.15 Litigation.

Except (i) as set forth on Schedule 5.15, (ii) for matters before the Bankruptcy Court involving Sellers or any of their Affiliates, and (iii) any matters that will otherwise be resolved by the Sale Order without any Liability or restriction applicable to Trustee, NewCo or the Purchased Assets, there are no Legal Proceedings or Actions pending or, to Sellers' Knowledge, threatened that relate to, or could otherwise affect, the Business or any of the Purchased Assets or Assumed Liabilities, before any Governmental Body.

Section 5.16 Compliance with Laws.

Each Seller and the Somerset Railroad Corporation are, and have, during the past three years, been in material compliance with all Laws applicable to its respective operations or assets or the Business, except with respect to Environmental Laws which are addressed in Section 5.17. No Seller or the Somerset Railroad Corporation has received any written notice of or been charged with the violation of any Laws.

Section 5.17 Environmental Matters.

(a) Except as set forth on Schedule 5.17, with sufficient specificity to be distinguished from non-responsive portions of any reference documents, and except as could not reasonably be expected to result in Seller or the Somerset Railroad Corporation incurring material Liabilities: (a) the operations of Sellers with respect to the Purchased Assets and the Somerset Railroad Corporation and the Facilities are in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all required Environmental Permits; (b) none of the Seller Properties or Facilities currently contains or releases Hazardous Materials that could reasonably be expected to give rise to undisclosed Liabilities under applicable Environmental Laws; (c) no Seller or the Somerset Railroad Corporation or any Affiliate of any of the foregoing is subject to any outstanding Order or Contract with any Governmental Body relating to any (i) Environmental Laws, (ii) Remedial Action or (iii) Release of a Hazardous Material, in each case in connection with the Business, the Purchased Assets or the Assumed Liabilities; and (d) to Sellers' Knowledge, there are no investigations of the Business, any Facility or the Somerset Railroad Corporation pending or threatened, which would reasonably be expected to result in the imposition of any liability pursuant to any Environmental Law.

(b) No liens exist pursuant to Environmental Law related to Sellers or the Somerset Railroad Corporation, the Business, the Facilities, or the Purchased Assets; and

(c) Sellers have delivered or made available to Trustee and NewCo copies of all material environmental site assessments, environmental compliance audits, and other material reports or analyses of pending or reasonably foreseeable requirements or costs to maintain or achieve compliance with Environmental Laws or Environmental Permits relating to the Business that are in Sellers' or the Somerset Railroad Corporation's possession, including without limitation all material reports or analyses concerning air emissions allowances.

(d) The representations and warranties contained in this Section 5.17 are the sole and exclusive representations and warranties of the Sellers with respect to matters arising out of or relating to Environmental Laws or Hazardous Materials.

Section 5.18 Permits.

Schedule 5.18 lists all material Permits used by Sellers and the Somerset Railroad Corporation in the Business. Sellers and the Somerset Railroad Corporation hold all of such Permits and each such Permit is in full force and effect and has not expired. There are no proceedings are pending or, to Sellers' Knowledge, threatened, the object of which is to revoke, limit or otherwise affect any such Permit.

Section 5.19 Financial Advisors.

Except as set forth on Schedule 5.19, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any Seller, or the Somerset Railroad Corporation or any of their Affiliates in connection with the Transactions and no Person is entitled to any fee or commission or like payment from Trustee or NewCo or any of their respective Affiliates in respect thereof.

Section 5.20 Insurance.

Set forth on Schedule 5.20 is an accurate and complete list of all material policies of insurance (by policy number, insurer, expiration date and type and amount of coverage) by which the Purchased Assets are covered as of the date hereof, including self insurance (each an "Insurance Contract"). Sellers are in material compliance with the terms and provisions of such policies and all premiums due and payable with respect thereto have been paid. Sellers have not received a written notice of cancellation or termination of any such policy. Except as set forth on Schedule 5.20, all such policies are in full force and effect and there are no material claims pending as of the date hereof under any of such policies where underwriters have reserved their rights or disclaimed coverage under such policy.

Section 5.21 Transactions with Related Parties.

Except as set forth in Schedule 5.21:

(a) No agreement or transaction between any Seller or the Somerset Railroad Corporation and (i) any director, officer, stockholder or Affiliate of any of the foregoing, or (ii) any relative or spouse (or relative of such spouse) of any such director, officer, stockholder or Affiliate (such persons in (i) and (ii) being referred to herein as a "Related Party" or collectively as the "Related Parties") has been entered into.

(b) No Related Party is a director or officer of, or has any direct or indirect interest in (other than the ownership of not more than 5% of the publicly traded shares of), any Person or entity which is a supplier, vendor, or competitor of any Seller or the Somerset Railroad Corporation.

(c) No Related Party owns or has any interest in, directly or indirectly, in whole or in part, any tangible or intangible property used in the conduct of the Business or any Purchased Asset.

(d) No Seller or the Somerset Railroad Corporation has, directly or indirectly, guaranteed or assumed any Indebtedness for borrowed money or otherwise for the benefit of any Related Party.

Section 5.22 Capitalization and Ownership of Shares of Somerset Railroad Corporation.

(a) Schedule 5.22(a) sets forth the authorized capital stock, par value, and number of shares or other equity interests outstanding and the owner of such shares or other equity interests of Somerset Railroad Corporation, all of which are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive rights. The shares of capital stock set forth on Schedule 5.22(a) constitute all the issued and outstanding capital stock of Somerset Railroad Corporation and are owned of record by AES NY3 free and clear of all security interests, pledges or other encumbrances except for the security interest in such stock held by BNP Paribas, in its capacity as agent for and representative of the lending parties to the Somerset Railroad Credit Facility. Such security interest shall only be released upon payment in full of all amounts owed under the Somerset Credit Facility.

(b) Except as set forth in Schedule 5.22(b), there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments relating to the capital stock of Somerset Railroad Corporation or obligating either any Seller or Somerset Railroad Corporation to issue or sell any shares of capital stock of Somerset Railroad Corporation, or any other interest in, Somerset Railroad Corporation.

Section 5.23 Somerset Railroad Corporation Liabilities

Except as set forth on Schedule 5.23, the Somerset Railroad does not have any Liabilities other than the Somerset Railroad Credit Facility.

Section 5.24 No Other Representations or Warranties.

Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Transactions, and Sellers disclaim any other representations or warranties, whether made by any Seller, any Affiliate of Sellers or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in Article V hereof (as modified by the Schedules hereto), Sellers (i) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to NewCo or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to NewCo by any director, officer, employee, agent, consultant, or Representative of Seller or any of its Affiliates). Sellers make no representations or warranties to NewCo regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would reasonably be expected to result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF NEWCO

Except as set forth in the corresponding sections or subsections of NewCo's Disclosure Schedule, NewCo hereby represents and warrants to Sellers as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 6.1 Organization and Good Standing.

NewCo is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 6.2 Authorization of Agreement.

NewCo has all requisite power, authority and legal capacity to execute and deliver this Agreement, the other Transaction Documents and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the Transactions (the "NewCo Documents"), and to consummate the Transactions. The execution, delivery and performance by NewCo of this Agreement and the NewCo Documents have been duly authorized by all necessary corporate action on behalf of NewCo. This Agreement has been, and, upon their execution, each NewCo Document will be at or prior to the Closing, duly executed and delivered by NewCo and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and, upon their execution, the NewCo Documents will, when so executed and delivered, constitute, the legal, valid and binding obligation of NewCo, enforceable against NewCo in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 6.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by NewCo of this Agreement or the NewCo Documents, the consummation of the Transactions, or the compliance by NewCo with any of the provisions hereof or thereof, will materially conflict with, or result in any material violation of or material default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provision of (i) the Organizational Documents of NewCo, (ii) any Contract or Permit to which NewCo is a party or by which NewCo or its properties or assets are bound or (iii) any Order of any Governmental Body applicable to NewCo or by which any of the properties or assets of NewCo are bound, (iv) any applicable Law or (v) such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have a NewCo Material Adverse Effect.

(b) Except as set forth in Schedule 6.3(b), no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of NewCo in connection with the execution and delivery of this Agreement or the NewCo Documents, the compliance by NewCo with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by NewCo of any other action contemplated hereby or thereby, or for NewCo to conduct the Business, except for (i) the entry of the Sale Order, and (ii) the entry of the Sales Procedure Order.

Section 6.4 Litigation.

There are no Legal Proceedings pending or, to the knowledge of NewCo, threatened by or against NewCo, or to which NewCo is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions. NewCo is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions.

Section 6.5 Financial Advisors.

Except as set forth on Schedule 6.5, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for NewCo in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof which would be payable by Sellers.

Section 6.6 Financial Capability.

NewCo has commitments for sufficient funds to pay the cash Purchase Price contemplated by this Agreement to be paid at Closing and to perform NewCo's other obligations contemplated by this Agreement to be performed at Closing.

Section 6.7 Condition of the Business.

Notwithstanding anything contained in this Agreement to the contrary, NewCo acknowledges and agrees that Sellers and each of their directors, officers, employees, agents, shareholders, Affiliates, consultants, counsel, accountants and other representatives are not making any representation or warranty whatsoever, express or implied, beyond those expressly given by Sellers in Article V hereof (as modified by the Schedules hereto), and NewCo acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred on a "WHERE IS" and, as to condition, "AS IS" basis.

ARTICLE VII

BANKRUPTCY COURT MATTERS

Section 7.1 Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids in accordance with the terms of the Sale Procedures Order.

Section 7.2 Bankruptcy Court Filings.

Trustee and NewCo agree that they will promptly take such actions as are reasonably requested by Sellers to assist in obtaining the entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Trustee and NewCo under this Agreement and demonstrating that NewCo is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Sellers shall use their respective commercially reasonable efforts to pursue the entry by the Bankruptcy Court of the Sale Order, which Sale Order shall provide for the transfer of the Indenture Purchased Assets, the Non-Indenture Purchased Assets and the Assumed Liabilities to NewCo free from all successor or transferee liability to the extent permitted by Section 363 of the Bankruptcy Code. Sellers shall use their respective commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the District of Delaware in obtaining the entry by the Bankruptcy Court of Sale Order. Sellers shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order by April 15, 2012. Sellers further covenant and agree that, after entry by the Bankruptcy Court of the Sale Order, and the terms of any other proposed order submitted by Sellers to the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement. In the event that the Sale Order shall be appealed, subject to the Parties' respective rights to terminate this Agreement pursuant to Section 4.4, Sellers, Trustee and NewCo shall use their respective reasonable efforts to defend such appeal.

Section 7.3 Assumption of Assigned Contracts.

(a) On or before the date not less than 21 days following the date hereof, the Selling Debtors shall file a notice of assumption (the "Assumption Notice") with the Bankruptcy Court and serve such notice via first class mail on each counterparty to a Contract listed thereon. The Assumption Notice shall identify all Contracts and Permits of the Selling Debtors related to the Purchased Assets that the Selling Debtors and NewCo believe may be assumed and assigned in connection with the sale of the Purchased Assets and set forth a good faith estimate of the amount of cure costs applicable to each such Contract (and if no cure cost is estimated to be applicable with respect to any particular Contract, the amount of such cure cost designated for such Contract shall be "$0.00"). In accordance with the Sale Procedures Order, the Selling Debtors reserve the right to supplement such list of Contracts and to provide additional notice of assumption up to three (3) Business Days prior to the Closing Date and to remove a Contract from the list of Contracts and Permits at any time prior to the Closing Date.

(b) On or before the date that is three (3) Business Days before the Closing Date (the "Designation Deadline"), NewCo shall provide to the Selling Debtors a list of those Contracts and Permits that it elects to have assumed and assigned to NewCo on the Closing Date (the "Designated Contracts"). NewCo shall be entitled to remove certain contracts from the list of Designated Contracts at any time prior to the Designation Deadline. In the event that NewCo removes any of such contracts from such list, the Selling Debtors will provide the relevant

counterparty written notice that the applicable Contract is no longer identified as a Designated Contract. For the avoidance of doubt, only those executory contracts that remain identified as Designated Contracts as of the Closing Date will constitute Assumed Contracts and will be assumed by the applicable Selling Debtor and assigned to NewCo pursuant to the Sale Order. There shall be no adjustment to the Purchase Price as a result of NewCo's election to exclude any one or more of such Contracts or Permits from list of Designated Contracts pursuant to this Section 7.3(b) except that NewCo shall not be required to make any payments for Determined Cure Costs or any other amounts for any such Excluded Contracts or Permits.

(c) Subject to the terms of Section 2.5 and Section 7.3(a) and (b), NewCo shall make provision for the payment of the Determined Cure Costs in accordance with the Sale Order. Sellers shall use their respective commercially reasonable efforts, including the filing and prosecution of any and all appropriate proceedings in the Bankruptcy Court, to establish the Determined Cure Costs, if any, for each Designated Contract, in accordance with Section 7.3(a).

(d) On or prior to the date hereof, Sellers shall have delivered to NewCo true and complete copies of all Permits listed on Schedule 5.18, or otherwise provide NewCo with access to such true and complete copies of such Permits.

(e) Notwithstanding any provision in this Agreement to the contrary, NewCo shall have no obligation to purchase, acquire or assume any Contract or Permit (or any Liabilities thereunder) if a true and complete copy of such Contract or Permit has not been made available by Sellers to NewCo in accordance with Sections 2.5, Section 7.3(a), Section 7.3(c) and Section 7.3(d) above. Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of NewCo. Notwithstanding any provision in this Agreement to the contrary, Sellers shall have no obligation to assume or assign any insurance contracts or any contracts for services provided by The AES Corporation ("AES Corp.") and its Affiliates (other than the Sellers), except for the Coal Hauling Agreement.

ARTICLE VIII

COVENANTS

Section 8.1 Access to Information.

Sellers agree that, prior to the Closing Date, Trustee and NewCo shall be entitled, through their officers, employees and Representatives, to make such investigation of the Purchased Assets (including non-invasive environmental site assessments), the Assumed Liabilities and the Business, and make such examination (and copies) of the books and records of Sellers, the Somerset Railroad Corporation and their respective controlled affiliates related thereto as Trustee, NewCo or their respective Representatives reasonably request. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Sellers and the Somerset Railroad Corporation shall cause their respective Representatives to cooperate with Trustee, NewCo and their respective Representatives and

Trustee, NewCo, and their respective Representatives shall cooperate with Sellers and the Somerset Railroad Corporation and their Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Sellers, Somerset Railroad Corporation or any of their respective Subsidiaries to disclose information where such disclosure would jeopardize the protection of attorney-client privilege or conflict with any confidentiality obligations by which Sellers, Somerset Railroad Corporation or any of their respective Subsidiaries are bound; provided, however, that Sellers, Somerset Railroad Corporation and any of their respective Subsidiaries shall use commercially reasonable efforts to obtain a waiver of any such confidentiality provisions and to otherwise cause such information to be provided in a manner that would not result in such jeopardy or conflict. No investigation by Trustee, NewCo or their respective Representatives prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Sellers contained in this Agreement or any of the other Transaction Documents.

Section 8.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (1) as set forth on Schedule 8.2(a), (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or (4) with the prior written consent of both Trustee and NewCo, Sellers and the Somerset Railroad Corporation shall:

(i) operate the Purchased Assets in the Ordinary Course of Business, in a manner consistent with past practices, and in accordance with a budget acceptable to the Indenture Trustee and NewCo and any subsequent Orders of the Bankruptcy Court, subject to available liquidity, management of working capital and the Sellers' fiduciary obligations;

(ii) use their commercially reasonable efforts to (A) preserve the present business operations, organization and goodwill of the Business, and (B) preserve the present relationships with Persons having business dealings with Sellers (including customers and suppliers of the Business);

(iii) use their commercially reasonable efforts to (A) maintain the books, accounts and records of Sellers and the Somerset Railroad Corporation in the Ordinary Course of Business, (B) continue to operate billing procedures and collect accounts receivable utilizing normal procedures and without discounting or accelerating payment of such accounts and (C) pay accounts payable and comply with all contractual and other obligations applicable to the operation of the Business;

(iv) use their commercially reasonable efforts to maintain the Purchased Assets in their current condition, ordinary wear and tear excepted;

(v) maintain in full force and effect until the Closing insurance upon all of the Purchased Assets in such amounts and of such kinds comparable to that in effect on the date of this Agreement;

(vi) use their commercially reasonable efforts to maintain in full force and effect the Permits and operate the Facilities in compliance therewith; and

(vii) comply with applicable Laws, including Environmental Laws, other than any failure to comply as would not reasonably be expected to have, individually or in the aggregate with other failures, a Material Adverse Effect.

(b) Except (1) as set forth on Schedule 8.2(b), (2) as required by applicable Law, or (3) as otherwise expressly contemplated by this Agreement, Sellers shall not, and shall cause their respective controlled Affiliates not to, solely as it relates to any of the Purchased Assets or the Business, without the prior written consent of the Trustee and NewCo:

(i) other than in the Ordinary Course of Business, (A) materially increase, or permit any of their controlled Affiliates to materially increase, the annual level of compensation of any director or executive officer of Sellers or any of their respective Subsidiaries, (B) grant, or permit any of their controlled Affiliates to grant, any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any director or executive officer, (C) increase, or permit any of their controlled Affiliates to increase, the coverage or benefits available under any (or create any new) Employee Benefit Plan or (D) enter into, or permit any of their controlled Affiliates to enter into, any employment, deferred compensation, severance, consulting, non-competition or similar agreement or arrangement (or amend any such agreement or arrangement) with any Employee, except, in each case, as required by applicable Law from time to time in effect;

(ii) with respect to the Somerset Railroad Corporation, (A) make, change or rescind any material election relating to Taxes, (B) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy or enter into any closing agreement or agree to any assessment relating to Taxes, (C) except as required by applicable Law, make any change to any of its methods of accounting for Tax purposes, (D) file any Tax Return, other than any such Tax Return that is prepared on a basis consistent with past practice and filed as required under applicable Law or (E) consent to any extension or waiver of the limitations period applicable to any claim with respect of Taxes;

(iii) subject any of the Purchased Assets to any Lien, except for Permitted Exceptions;

(iv) acquire any material properties or assets that would be Purchased Assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any assets, properties, rights or interests related to, used or held for use in the Business (except pursuant to an existing Contract for fair consideration in the Ordinary Course of Business or for the purpose of

disposing of obsolete or worthless assets);

(v) cancel or compromise any material debt or claim or waive or release any material right of any Seller relating to the Business or any assets, properties, rights or interests related to, used or held for use in the Business, except in the Ordinary Course of Business;

(vi) enter into any commitment for capital expenditures in excess of ten thousand dollars ($10,000) for any individual commitment and twenty five thousand dollars ($25,000) for all commitments in the aggregate;

(vii) enter into any Contract that could restrain, restrict, limit or impede the ability of NewCo to compete with or conduct any business or line of business in any geographic area;

(viii) other than in the Ordinary Course of Business, enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization;

(ix) terminate, amend, restate, supplement or waive any rights under any Material Contracts (other than Excluded Contracts) or Permits (other than Excluded Permits);

(x) amend its Organizational Documents or take any other action which would reasonably be expected to have an adverse effect on the ability of such Seller to consummate the Transactions or would otherwise adversely affect the Business or the value, utility or transferability of any of the Purchased Assets, other than in accordance with the Sales Procedure Order;

(xi) other than with respect to customary advances for expenses to Employees in the Ordinary Course of Business, make any loan or advance to any Person in excess of ten thousand dollars ($10,000) for any individual loan or advance and twenty five thousand dollars ($25,000) for all loans and advances;

(xii) other than as contemplated by Schedule 5.21, engage in any transaction with respect to the Business with any officer or director or Affiliate of any Seller, other than in the Ordinary Course of Business;

(xiii) except for current liabilities within the meaning of GAAP incurred in the Ordinary Course of Business, incur or assume any Indebtedness;

(xiv) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock or other equity securities of any Seller or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or interests in, any Seller, in each case

other than is consistent with past practice;

(xv) introduce any material change with respect to the operation of the Business (except as otherwise provided in the Budget), including any material change in the types, nature, composition or quality of products or services;

(xvi) enter into any settlement regarding, the Business or any Purchased Asset, that individually exceeds ten thousand dollars, or in the aggregate exceed twenty five thousand dollars ($25,000);

(xvii) fail to use commercially reasonable efforts to maintain all Permits relating to any of the Purchased Assets or the Business or take or fail to take any action which may result in the denial of any pending applications, the issuance of any cease and desist order or the imposition of any fines, forfeitures or other administrative actions by any Governmental Body with respect to any Facility or its operations;

(xviii) with respect to Somerset Railroad Corporation, except as (a) required by applicable Law or (b) as otherwise expressly contemplated by the Agreement, the Sellers shall not, and shall not permit Somerset Railroad Corporation to, without the prior written consent of the Trustee and NewCo, which shall not be unreasonably withheld, (A) make, change or rescind any material election relating to non-Income Taxes, (B) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy or enter into any closing agreement or agree to any assessment relating to non-Income Taxes, (C) except as required by applicable Law, make any change to any of its methods of accounting for non-Income Tax purposes, (D) file any Non-Income Tax Return, other than any such Non-Income Tax Return that is prepared on a basis consistent with past practice and filed as required under applicable Law or (E) consent to any extension or waiver of the limitations period applicable to any claim with respect of such non-Income Taxes; and

(xix) agree to do anything prohibited by this Section 8.2; provided, that, notwithstanding the foregoing, or anything to the contrary herein, the Selling Debtors shall not be precluded from pursuing any claims, demands, causes of action, and rights of any kind, in law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, against the AES Parent Parties (as such term is defined in the Settlement Agreement).

Section 8.3 Consents.

Each Seller shall use its commercially reasonable efforts, and NewCo shall use its commercially reasonable efforts to cooperate with Sellers, to obtain at the earliest practicable date all Required Consents, including, without limitation, the Consents referred to in Section 5.3(b), and any other Consents required to consummate the Transactions; provided, however,

that no Party shall be obligated to (a) pay any consideration therefor to any third party from whom a Consent is requested (other than filing fees with any Governmental Body), (b) agree to any restrictions on their ability to operate the Business or the Purchased Assets or hold or exercise ownership over the Purchased Assets, or (c) initiate any litigation or Legal Proceedings to obtain any such Consent.

Section 8.4 Regulatory Approvals.

(a) Sellers and NewCo shall cooperate with each other and use (and shall cause their respective controlled Affiliates to use) commercially reasonable efforts: (i) to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary, proper or advisable on their part under this Agreement, applicable Law or otherwise to consummate and make effective the Transactions, (ii) to obtain promptly from any Governmental Body any Consents, Orders or Permits required to be obtained by Sellers or NewCo or any of their respective controlled Affiliates in connection with the authorization, execution, delivery and performance of this Agreement and the consummation of the Transactions, (iii) to promptly make all necessary filings and thereafter make any other required submissions with respect to this Agreement and the consummation of the Transactions required under applicable Laws, (iv) to defend any and all Legal Proceedings by or before any Governmental Body challenging this Agreement or the consummation of the Transactions, (v) to cause to be lifted or rescinded any injunction, decree, ruling, order or other action of any Governmental Body adversely affecting the ability of any of the Parties to consummate the Transactions, and (vi) to provide prompt notification to the other Parties of any actions pursuant to clauses (i) – (v) of this Section 8.4(a); provided, however, that neither NewCo nor Sellers shall be obligated to pay any consideration or incur any costs (other than the expenses of their respective Representatives or filing fees with any Governmental Body) to obtain any Consents from third parties, whether or not they may be necessary, proper or advisable to consummate the Transactions.

(b) In connection with seeking the foregoing approvals, neither NewCo nor Sellers nor Deutsche Bank Trust Company Americas, nor any of their respective Affiliates shall be required to consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement or order to (i) sell, license, assign, transfer, divest, hold separate or otherwise dispose of any of their assets, their business or portion of their business in any manner, (ii) conduct, restrict, operate, invest or otherwise change any of their assets, their business or portion of their business in any manner, or (iii) impose any restriction, requirement or limitation on the operation of their business or portion of their business in any manner.

Section 8.5 Confidentiality.

(a) For the period from the date hereof until Closing, neither Trustee nor NewCo shall directly or indirectly disclose to the public or to any third party any material non-public information concerning or relating to Sellers, other than with the express prior written consent of Sellers, except as may be required by applicable Law or the Bankruptcy Court, in which event the Party seeking to make such disclosure shall provide prior written notice to Sellers of the content, form, timing and manner of any proposed disclosure; provided, however,

that notwithstanding anything to the contrary contained in this Agreement, Trustee or NewCo, as the case may be, may disclose such information (a) to any of its stockholders, members, Affiliates, agents, Representatives and existing and potential financing sources who need to know such information for the sole purpose of evaluating, negotiating or implementing the Transactions or (b) where such disclosure is required under any applicable Law; provided, further, that notwithstanding anything to the contrary contained in this Agreement, the Trustee may disclose such information on a confidential basis to the Certificate Holders in any solicitations through The Depository Trust Company regarding the Transactions. For the avoidance of doubt, as of the Closing, material non-public information with respect to the Purchased Assets and the Assumed Liabilities shall be deemed the confidential information of NewCo, and Sellers shall maintain the confidentiality thereof in accordance with the terms of this Section 8.5 from and after the Closing Date.

(b) For the period from the date hereof until Closing, no Seller or the Somerset Railroad Corporation shall directly or indirectly disclose to the public or to any third party any material non-public information concerning or relating to NewCo or Trustee, other than with the express prior written consent of NewCo and Trustee, except as may be required by applicable Law or the Bankruptcy Court, in which event the Party seeking to make such disclosure shall to the extent practical and permissible by Law, provide prior written notice to NewCo and Trustee of the content, form, timing and manner of any proposed disclosure; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Sellers and the Somerset Railroad Corporation, as the case may be, may disclose such information (a) to any of its stockholders, members, Affiliates, agents, Representatives and existing and potential financing sources who need to know such information for the sole purpose of evaluating, negotiating or implementing the Transactions or (b) where such disclosure is required under any applicable Law or is required pursuant to the Sales Procedure Order.

Section 8.6 Preservation of Records.

Seller, the Somerset Railroad Corporation and NewCo shall (and shall cause their respective controlled Affiliates to) preserve and keep in their possession all records held by them on and after the date hereof relating to the Purchased Assets or the Assumed Liabilities for a period of one (1) year or such longer period as may be required by applicable Law. Sellers, the Somerset Railroad Corporation and NewCo shall (and shall cause their respective controlled Affiliates to) make such records and personnel available to the other Parties as may reasonably be requested by any such Party, including in connection with any insurance claims or Legal Proceedings involving the Purchased Assets or the Assumed Liabilities, or any governmental investigations of any Seller, the Somerset Railroad Corporation or NewCo or any of their respective controlled Affiliates related to the Purchased Assets or the Assumed Liabilities or in order to enable Sellers, the Somerset Railroad Corporation or NewCo to comply with their respective obligations hereunder. NewCo further acknowledges that Sellers (i) shall have full and unfettered access to all books and records being transferred in order to fulfill their obligations as Selling Debtors under the Bankruptcy Code and (ii) shall be entitled to copy any such records, at Sellers' sole cost and expense, and to retain copies of such records. After the expiration of any applicable retention period, before NewCo shall dispose of any of such records, at least ninety (90) days' prior written notice to such effect shall be given by NewCo to Sellers or their successors (or a Person designated by Sellers) and Sellers or their successors (or a Person

designated by Sellers) shall have the opportunity (but not the obligation), at their sole cost and expense, to remove and retain all or any part of such records as they may in their sole discretion select. In the event Sellers wish to destroy any records after the expiration of any applicable retention period, before Sellers shall dispose of any of such records, at least ninety (90) days' prior written notice to such effect shall be given by Sellers to NewCo or its successors (or a Person designated by NewCo) and NewCo or its successors (or such designated Person) shall have the opportunity (but not the obligation), at its sole cost and expense, to remove and retain all or any part of such records as it may in its sole discretion select.

Section 8.7 Publicity.

Prior to the Closing and without limiting or restricting any Party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no Party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Parties, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of any Party, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities Exchange Commission or any stock exchange on which the securities of such Party are listed, provided that the Party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Parties with respect to the text thereof prior to making such release. After the Closing, the Parties may issue public announcements regarding the Transactions so long as such announcements do not disclose the specific terms or conditions of this Agreement or any other Transaction Document except where such terms and conditions have already been disclosed as required by Law, applicable stock exchange regulation or in filings that any Seller is required to make in the Bankruptcy Court or office of the United States Trustee; provided, however, that the issuing party shall use its commercially reasonable efforts to consult with the other Parties with respect to the text thereof prior to such disclosure.

Section 8.8 Transition Services Agreement; Further Assurances.

(a) If requested by NewCo, Sellers shall negotiate in good faith to execute an agreement at Closing pursuant to which Sellers and their Affiliates will continue to provide to NewCo, on terms to be mutually agreed upon, certain general and administrative services then being provided by Sellers and their Affiliates with respect to the Business or any of the Purchased Assets (the "Transition Services Agreement").

(b) If requested by Sellers, NewCo shall negotiate in good faith to execute an agreement at Closing pursuant to which employees of NewCo will provide services to Sellers to assist in the wind down of Sellers' business, on terms to be mutually agreed upon, including payment by Sellers to NewCo for an appropriate allocation of employee compensation expense for the applicable personnel.

(c) NewCo shall cooperate with, provide consultation to, and otherwise support the Debtors in connection with the all negotiations with counterparties under the Cayuga PILOT Agreement and any motion filed by the Sellers seeking Bankruptcy Court approval of

any amendments, modifications or restatements of the Cayuga PILOT Agreement. If requested by NewCo, Sellers shall cooperate with and provide consultation to NewCo in connection with all negotiations with counterparties under the Somerset PILOT Agreement.

Section 8.9 Damage or Destruction.

(a) Until the Closing, the Purchased Assets shall remain at the risk of Sellers. In the event of any material damage to or destruction of the Facilities (other than normal wear and tear) after the date hereof and prior to the Closing (in any such case, a "Destruction"), Sellers shall give prompt notice thereof to Trustee and NewCo.

(b) If any Destruction occurring prior to the Closing is covered by policies of insurance, all right and claim of Sellers or their controlled Affiliates to any proceeds of insurance for such Destruction shall be assigned and (if previously received by Sellers or their controlled Affiliates and not used prior to the Closing Date to repair any damage or destruction) paid to NewCo at Closing.

Section 8.10 Waiver of Certain Claims.

Effective as of the Closing, the Sellers waive all rights under section 506(c) of the Bankruptcy Code against the Trustee, the Certificate Holders, the Purchased Assets, or any amounts paid or required to be paid to the Trustee in the event of a Third Party Sale.

Section 8.11 Notification of Certain Matters.

Prior to Closing, Sellers shall give prompt notice to NewCo, on the one hand, and NewCo shall give prompt notice to Sellers, on the other hand, of (i) the occurrence or non-occurrence of any event which would cause any of the representations or warranties in this Agreement of Sellers or NewCo, respectively, to be untrue or inaccurate in any material respect at or prior to the Closing Date and (ii) any material failure of Sellers or NewCo, respectively, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; provided, however, the delivery of any notice pursuant to this Section 8.11 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 8.12 Removal of Marks.

NewCo shall, as soon as reasonably practicable following the Closing, remove all trademarks, trade names and service marks utilizing the initials "AES" (the "AES Marks") from (i) all sales literature, marketing materials, letterheads and stationery (and in any event NewCo shall remove the AES Marks from such materials within one hundred twenty (120) days of the Closing); and (ii) all buildings, signage and vehicles, including the Facilities (and in any event NewCo shall remove the AES Marks from such buildings, signage and vehicles within sixty (60) days of the Closing).

Section 8.13 Coal Inventory.

From the date of the Settlement Agreement to the Closing Date, the Sellers and the Somerset Railroad Corporation shall only order coal with the quality and specifications that is at a level reasonably consistent with the coal inventory at the Facilities existing as of the date of the Settlement Agreement.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS; TAX MATTERS

Section 9.1 Employment.

(a) Business Employee List. Schedule 9.1(a) (the "Business Employee List") sets forth the following information with respect to each Employee: (i) each such person's title or job/position; (ii) each such person's job designation (i.e., salaried or hourly); (iii) each such person's location of employment; (iv) each such person's annual base rate of compensation and target annual bonus amount in effect immediately prior to the Petition Date; (v) which Labor Agreement, if any, such Employee is subject to and (vi) each such person's status (i.e., active or approved leave of absence) and expected return date. Not later than ten (10) Business Days prior to the Closing Date, Sellers shall provide NewCo with an updated Business Employee List.

(b) Transferred Employees. At least five (5) Business Days prior to the Closing, NewCo shall deliver, in writing individually or generally, an offer of employment commencing on the Closing Date and contingent upon the Closing, on an at-will basis (except to the extent otherwise expressly agreed in a writing signed by NewCo and such Employee) and on such other terms and conditions as NewCo may determine, in its sole discretion, to each of the Employees designated by NewCo, in its sole discretion, who remain employed by Sellers or their Affiliates and are providing services relating to the Business or the Purchased Assets immediately prior to the Closing. Such individuals who accept such offer are hereinafter referred to as the "Transferred Employees."

(c) Standard Procedure. Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 20, (i) NewCo and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) NewCo will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employee is employed by NewCo that includes the Closing Date, excluding the portion of such year that such Employee was employed by any Seller or any Affiliate of any Seller.

(d) Cooperation and Communications. Sellers and NewCo agree to cooperate reasonably during the period prior to the Closing Date to ensure the continuity of the workforce of the Business. Trustee and NewCo acknowledge that Sellers do not control the employees of AES Corp. who assist with certain aspects of the Business.

Section 9.2 Employee Benefits.

(a) Accrued Vacation. Except as required by applicable Law, NewCo shall be responsible for all Liabilities with respect to Transferred Employees attributable to their accrued and unused vacation, sick days and personal days through the Closing Date.

(b) Employee Bonuses. In the event that the Employees Bonuses are not paid by Sellers prior to the Closing Date, NewCo shall pay the Employee Bonuses directly to the applicable Employees within forty-five (45) days of Closing.

(c) Severance. NewCo shall be responsible for (i) all severance Liabilities listed on the severance schedule delivered by Sellers to NewCo and agreed to by NewCo prior to the date hereof, not to exceed an aggregate amount of $108,000, that are owed to former Employees whose employment ended prior to the Petition Date, other than any such obligations that are authorized for payment under the Selling Debtors' Motion Pursuant to Sections 105(a), 363(b), 503(c)(1) and 507 of the Bankruptcy Code for an Interim and Final Order to (I) Authorize, but Not Direct, the Debtors to Pay Wages, Salaries, Benefits, and Other Obligations; and (II) Directing the Debtor's Financial Institutions to Process and Honor Checks and Transfers Related to Such Obligations, filed on December 30, 2011 (filed under Docket No. 8, on the docket of the Chapter 11 Cases), subject to execution of customary releases of the Sellers and NewCo by the affected Employees, in form and substance reasonably acceptable to Sellers and NewCo, and (ii) except for the Seller's deposit of $1,250,000 to the Post-Closing Escrow Account, to be disbursed on account of severance obligations in accordance with a separate agreement governing the Post-Closing Escrow Account, NewCo shall be solely responsible for any severance Liabilities with respect to Facility Employees from and after the Closing Date; provided, however, that NewCo shall not be responsible for any severance Liabilities with respect to any Employees whose employment is terminated prior to the Closing Date without the prior written consent of NewCo.

(d) WARN Act.

(i) NewCo hereby covenants and agrees to offer employment to a sufficient number of Facility Employees to avoid Sellers incurring any WARN Act Liabilities.

(ii) To the extent Sellers have not previously provided such notice, within five (5) Business Days after the date hereof, Sellers shall provide notice to such Employees that they determine, in their sole discretion, could be entitled to such notice in accordance with the WARN Act and any similar state Laws.

(e) VEBA. Subject to amendments to the Labor Agreements, in form and substance satisfactory to NewCo having been executed by the Unions prior to the Closing Date, NewCo shall be responsible for Sellers' and Somerset Railroad Corporation's obligations with respect to retiree medical plans funded through four separate Voluntary Employees' Beneficiary Association trusts established under section 501 (c)(9) of the Code.

(f) No Rights to Employment or Benefits. Nothing expressed or implied in this Agreement is intended to confer upon any Employee or his or her legal representatives any rights or remedies, including, any rights of employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement. Nothing contained in this Section 9.2 or elsewhere in this Agreement shall be construed to prevent the termination of employment of any Transferred Employee or any change in the employee benefits available to any Transferred Employee.

Section 9.3 Tax Matters.

(a) NewCo and Sellers shall each be responsible for 50% of the aggregate sales, use, stamp, documentary stamp, filing, recording, transfer (including any real property transfer taxes), goods and services, value added, or similar Taxes payable in connection with the Transactions ("Transfer Taxes"), regardless of whether such Transfer Taxes are levied on Sellers, NewCo or the Purchased Assets; provided, however, that in no event shall Sellers be required to pay more than $350,000 in the aggregate pursuant to this Section 9.3(a) or Section 12.2 hereof. To the extent that Transfer Taxes are required to be paid by Sellers or NewCo in excess of the amount set forth in the prior sentence (or such Transfer Taxes are assessed against Sellers or NewCo in excess of the amount set forth in the prior sentence), NewCo shall promptly reimburse Sellers, or Sellers shall promptly reimburse NewCo, as applicable, for such excess Transfer Taxes. Sellers and NewCo shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes; provided, that, except as otherwise required by applicable Law, NewCo shall prepare and file all Tax Returns with respect to Transfer Taxes and shall provide a copy of such proposed filings to Lead Sellers for Lead Seller's review and comment and shall reflect thereon any reasonable comments submitted by Sellers at least five (5) days before the due date for filing such Tax Return, and shall file such Tax Return and provide a copy of such filing to Sellers. The Parties shall cooperate and otherwise use commercially reasonable efforts to obtain any exemptions, exclusions or available refunds with respect to Transfer Taxes.

(b) No real or personal property Taxes or similar ad valorem obligations (including any payments under the Somerset PILOT Agreement or the Cayuga PILOT Agreement) levied with respect to the Purchased Assets or the Business or Somerset Railroad Corporation or its assets for any Straddle Period shall be prorated between Sellers and NewCo and NewCo shall have no obligation to reimburse Sellers or AES Corp. for any amount of such Taxes paid by or on behalf of Sellers, Somerset Railroad Corporation or AES Corp on or prior to the Closing Date.

(c) The Sellers shall prepare and file, or cause to be prepared and filed, in accordance with past practice and on a timely basis all Tax Returns (other than with respect to Income Taxes) ("Non-Income Tax Returns") relating to the Purchased Assets and Business (including Somerset Railroad Corporation) for Pre-Closing Tax Periods (other than Straddle Periods), and the Sellers shall timely pay all Taxes required to be paid on such Non-Income Tax Returns. The Sellers shall deliver to NewCo a copy of any such Non-Income Tax Return relating to the Purchased Assets, the Business or Somerset Railroad Corporation at least five (5) days prior to the due date for such return and shall consider in good faith any comments submitted by NewCo within three (3) days of the due date for such Tax Return. After the

Closing Date, NewCo shall prepare and file (or cause to be prepared and filed) all Non-Income Tax Returns with respect to the Purchased Assets or the Business (including Somerset Railroad Corporation) for any Straddle Period and for Post-Closing Tax Periods. The Sellers shall promptly provide NewCo on demand reimbursement for all Taxes which are the Sellers' responsibility under this Agreement. NewCo shall promptly provide the Sellers on demand reimbursement for all Taxes which are NewCo's responsibility under this Agreement. To the extent that any portion of such Taxes or PILOT Agreement obligations are Excluded Liabilities, the Sellers shall promptly reimburse NewCo therefor. NewCo shall deliver to the Sellers a copy of any Non-Income Tax Return relating to any Straddle Period prepared by, or on behalf of, NewCo at least five (5) days prior to the due date for such return and shall consider in good faith any comments submitted by the Sellers within three (3) days days of the due date for such Non-Income Tax Return. With respect to any such Taxes for a Straddle Period, the Sellers shall pay their allocable share of such Taxes (including any additional Taxes assessed by a Tax Authority with respect to a Straddle Period) to NewCo within five (5) days of NewCo's written demand therefor. Any Non-Income Tax Return relating to the Purchased Assets or the Business for a Tax period that includes the Closing Date shall, to the extent permitted by applicable Law, be filed on the basis that the relevant Tax period ended as of the close of business on the Closing Date.

(d) NewCo and the Sellers will provide each other with such assistance, cooperation and information as either of them reasonably may request of the other in preparing and filing any Non-Income Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund, rebate, abatement or recovery of such Taxes, or participating in or conducting any audit or other proceeding in respect of such Taxes. Such assistance, cooperation and information shall include retaining and providing copies of relevant Non-Income Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Taxing Authorities and all records and information which may be relevant with respect to any such Tax matter. Any information obtained under this paragraph shall be kept confidential except as may be otherwise necessary in connection with the filing of Non-Income Tax Returns or claims for refund or in conducting any audit or other proceeding.

(e) The obligations of the Parties under this Section 9.3 shall survive the Closing.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.1 Conditions Precedent to Obligations of NewCo and Trustee.

The respective obligations of NewCo and Trustee to consummate the Transactions or to take the other actions required to be taken by NewCo or Trustee at the Closing, and the effectiveness of surrender and cancellation of the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets, is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in whole or in part, only if both NewCo and Trustee consent to such waiver in writing):

(a) the representations and warranties of Sellers set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event of a breach of a representation or warranty, the condition in this Section 10.1(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect, and Trustee and NewCo shall have received a certificate signed by an authorized officer of each Seller (in form and substance reasonably satisfactory to both Trustee and NewCo), dated the Closing Date, to such effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and both Trustee and NewCo shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the foregoing effect;

(c) Sellers and Somerset Railroad Corporation shall have executed, delivered and/or filed or authorized NewCo to file such termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release any Liens (other than Permitted Exceptions) on the Purchased Assets (including the assets or equity of Somerset Railroad Corporation), to the extent Sellers are authorized to do so absent the consent of the holder of the Lien;

(d) Each Consent set forth on Schedule 10.1(d) shall have been obtained without any material adverse change in the terms or conditions of any Permit or Contract to which such Consent relates from those in effect on the date hereof, it being agreed and understood that it shall be a material adverse change in the terms or conditions of the applicable Permits should Liabilities related to RGGI fail to be resolved with binding finality to the reasonable satisfaction of NewCo prior the Closing Date;

(e) Each lessor or licensor under the Real Property Leases (where any Seller or the Somerset Railroad Corporation is the lessee, sublessor or licensor) shall have executed and delivered to NewCo estoppels in commercially reasonable form, confirming the basic terms of such Real Property Leases, including the term, rent, security deposits or letters of credit (if any), whether any options exist, and providing that no default currently exists under such Real Property Leases;

(f) There shall have not been commenced any proceeding or investigation by a Governmental Body of competent jurisdiction for the purpose of restraining, enjoining, delaying or otherwise materially restricting the consummation of the Transactions or materially limiting or materially restricting the conduct of Trustee or NewCo or any of their Affiliates or the operation of the Business following consummation of the Transactions or requiring Trustee or NewCo or any of their Affiliates to divest or hold separate any assets or businesses;

(g) NewCo shall have received an American Land Title Association 2006 Form extended policy of title insurance (or such other form as acceptable to NewCo) or a binding marked commitment to issue such policy on forms of and issued by one or more title companies reasonably satisfactory to NewCo insuring NewCo's title to the Seller Properties

listed in Schedule 5.9 in an amount acceptable to NewCo, subject only to such exceptions as are satisfactory to NewCo;

(h) If any material Permits required to own the Purchased Assets, to generate and sell power from both of the Facilities or to conduct the Business do not constitute Purchased Assets or if any Required Consent with respect to any such Permit shall not have been obtained as of the Closing Date, NewCo shall have obtained a replacement Permit for such Permit in its own name;

(i) NewCo shall have received the necessary authorizations under Section 205 of the Federal Power Act and from the New York Independent System Operator to make wholesale sales of energy, capacity and ancillary services from the Facilities;

(j) NewCo shall have secured Exempt Wholesale Generator status for each of the Facilities as defined in Section 1262(6) of the Public Utility Holding Company Act of 2005;

(k) NewCo shall have received agreement from NYSEG, in form and substance reasonably acceptable to NewCo, to provide for the continued interconnection of the Facilities;

(l) [Intentionally Deleted];

(m) Sellers shall have delivered, or caused to be delivered, to NewCo all of the items set forth in Section 4.2;

(n) Amendments to the Labor Agreements, in form and substance satisfactory to NewCo, shall have been executed by the Unions;

(o) Sellers shall have delivered to NewCo a duly executed and acknowledged certificate of the general partner of Lead Seller certifying that at Closing the quality and specifications of the Coal are at a level reasonably consistent with the coal inventory at the Facilities existing as of the date of this Agreement;

(p) NewCo and Trustee shall have received a duly executed bill of sale in the form attached hereto as Exhibit D (the "Facilities Bill of Sale"), in form and substance reasonably satisfactory to NewCo and Trustee, by the Owner Trusts in favor of Lead Seller transferring and conveying ownership of the Facilities to Lead Seller;

(q) NewCo shall have received a certificate signed by an authorized officer of Seller in the form attached hereto as Exhibit E certifying that the Minimum Somerset Tonnage exists as of the Closing Date;

(r) There shall not have been any Material Adverse Change;

(s) NewCo shall have received (i) from NYSEG in favor of NewCo (and/or its designee) an executed estoppel certificate with respect to the reciprocal easement(s) described in Section 2.1(c)(xxiii) related to the Facilities, and (ii) from each other Party in favor of NewCo (and/or its designee) under any recorded easement or encumbrance document constituting a

Permitted Encumbrance (to the extent the same is provided to be delivered under such documentation), in each case, in form and substance NewCo may reasonably request;

(t) The Somerset PILOT Agreement shall have been duly amended in form and substance reasonably satisfactory to NewCo;

(u) Except as set forth on Schedule 5.23, the Somerset Railroad Corporation shall not have any Liabilities; provided, that if the Liabilities of Somerset Railroad Corporation exceed the aggregate amount set forth on Schedule 5.23, Sellers shall have the ability in their sole discretion to assume and pay any such excess amounts (or enter into an escrow arrangement reasonably satisfactory to NewCo with respect thereto), and if Sellers assume and pay (or escrow) such excess amounts, the Parties hereby agree that the threshold set forth in this Section 10.1(w) shall be deemed not to be exceeded and the condition to Closing set forth in this Section 10.1(w) shall be deemed satisfied for all purposes;

(v) (A) in the case of Liabilities not previously disclosed to NewCo or the Trustee in Schedule 5.17, Phase I environmental reports or other documents or reports made available to NewCo or the Trustee prior to the date hereof, the amount of Liabilities that NewCo would be required to assume pursuant to Sections 2.3(a)(iv) and 2.3(b)(iv) (excluding, for the avoidance of doubt, any Liabilities that NewCo would be required to assume pursuant to Section 2.3(a)(vii)) shall not be greater than ten million dollars ($10,000,000), or (B) in the case of Liabilities previously disclosed to NewCo or the Trustee in Schedule 5.17, Phase I environmental reports or other documents or reports made available to NewCo or the Trustee prior to the date hereof, the amount of Liabilities that NewCo would be required to assume pursuant to Sections 2.3(a)(iv) (excluding, for the avoidance of doubt, any Liabilities that NewCo would be required to assume pursuant to Section 2.3(a)(vii) or Section 2.3(b)(iv) and any capital expenditures relating to compliance) would exceed ten million dollars ($10,000,000);

(w) the amount of the Transfer Taxes and Title Fees payable by NewCo hereunder shall not exceed one million dollars ($1,000,000); provided, that if the Transfer Taxes and Title Fees payable by NewCo hereunder exceed one million dollars ($1,000,000), Sellers shall have the ability in their sole discretion to assume and pay any amounts in excess of one million dollars ($1,000,000) (or enter into an escrow arrangement reasonably satisfactory to NewCo with respect thereto) and if Sellers assume and pay (or escrow) such excess amounts, the Parties hereby agree that the threshold set forth in this Section 10.1(w) shall be deemed not to be exceeded and the condition to Closing set forth in this Section 10.1(w) shall be deemed satisfied for all purposes;

(x) AES Corp. shall have delivered to NewCo the AES Side Letter, and all representations and warranties of AES Corp in the AES Side Letter shall be true and correct in all material respects as of the Closing and AES Corp shall have performed and complied in all material respects with all covenants of AES Corp set forth in the AES Side Letter that are required to be performed or complied with on or prior to the Closing Date and NewCo shall have received a certificate signed by an authorized officer of AES Corp. (in form and substance reasonably satisfactory to NewCo), dated the Closing Date, to such effect;

(y) AES Corp. shall have delivered to NewCo a certificate of non-foreign

status pursuant to Section 1445 of the Code and Treasury Regulation Section 1.1445-2(b) in form and substance reasonably satisfactory to NewCo; and

(z) If requested by NewCo, AES Corp. shall have entered into a transition services agreement reasonably satisfactory to NewCo effective as of the Closing Date.

Section 10.2 Conditions Precedent to Obligations of Sellers.

The obligations of Sellers to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of NewCo set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event of a breach of a representation or warranty, the condition in this Section 10.2(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions, and Sellers shall have received a certificate signed by an authorized officer of NewCo (in form and substance reasonably satisfactory to Sellers), dated the Closing Date, to such effect;

(b) NewCo shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of NewCo, dated the Closing Date, to the foregoing effect;

(c) NewCo shall have delivered, or caused to be delivered, to Lead Seller all of the items set forth in Section 4.3; and

(d) The Coal Hauling Agreement shall have been terminated and the Sellers, Somerset Railroad Corporation, NewCo and the Trustee shall have delivered a mutual release with respect to same.

Section 10.3 Conditions Precedent to Obligations of Trustee, NewCo and Sellers.

The respective obligations of Trustee, NewCo and Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by agreement of all of Trustee, NewCo and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining, delaying or otherwise materially restricting the consummation of the Transactions;

(b) the Bankruptcy Court shall have entered the Sale Procedures Order, and such Order shall be a Final Order;

(c) the Bankruptcy Court shall have entered the order approving the Settlement Agreement and such order shall be a Final Order; and

(d) the Bankruptcy Court shall have entered the Sale Order on or before April 15, 2012.

Section 10.4 Conditions Precedent to Obligations of Trustee.

The obligations of Trustee to consummate the Transactions or to take the other actions required to be taken by it at the Closing, and the effectiveness of surrender and cancellation of the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in whole or in part, only if Trustee consents to such waiver in writing):

(a) All conditions precedent in the written direction from the Requisite Holders in form and substance satisfactory to the Trustee in its sole discretion directing the Pass Through Trustees to direct the Indenture Trustees to credit bid for the Indenture Purchased Assets and providing the Trustee, in its individual capacity and in its capacities as Pass Through Trustees and Indenture Trustees, such indemnities, exculpatory protections and releases as required by the Trustee (the "Requisite Trustee Direction") shall have been satisfied;

(b) The Requisite Trustee Direction shall be in full force and effect; and

(c) Notice of the Sale Order, as may be required by the Bankruptcy Court, shall have been provided to the creditors of Sellers, the Owner Trust (as defined in the Pass Through Agreements) and Somerset Railroad Corporation.

Section 10.5 Frustration of Closing Conditions.

None of Sellers, Trustee or NewCo may rely on the failure of any condition set forth in Section 10.1, Section 10.2, Section 10.3 or Section 10.4 as the case may be, if such failure was primarily caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE XI

NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Section 11.1 Non-Survival of Representations and Warranties.

The representations, warranties, covenants and agreements (other than covenants and agreements that, by their terms, survive the Closing or termination of this Agreement) in this Agreement shall terminate at the Closing, or upon termination of this Agreement pursuant to Section 4.4, and, following the Closing or the termination of this Agreement, as the case may be,

no Party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 4.6. All covenants and agreements contained in this Agreement that, by their terms, survive the Closing or termination of this Agreement shall survive such Closing or termination in accordance with their respective terms; provided, that any covenant or agreement contained herein whose survival is not limited by its terms shall survive until fully performed in accordance with its terms.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Remedies.

The Parties acknowledge and agree that, prior to the Closing, (a) the sole and exclusive remedy available to Trustee and NewCo in the event of Sellers' breach of any representation, warranty, covenant or agreement of any Seller in this Agreement (including a willful breach) shall be to terminate this Agreement pursuant to and in accordance with Section 4.4; and (b) the sole and exclusive remedy available to Sellers in the event of a breach by Trustee or NewCo, respectively, of any representation, warranty, covenant or agreement by Trustee or NewCo, respectively, in this Agreement shall be to terminate this Agreement pursuant to and in accordance with Section 4.4. It is understood and agreed by the Parties that, from and after the Closing, money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party should be entitled to specific performance and injunctive or other equitable relief as a remedy of such a breach in addition to any other rights which such Party may have at law, in equity or pursuant to this Agreement.

Section 12.2 Expenses.

NewCo and Sellers shall each pay fifty percent (50%) of the costs associated with an updated survey, title examination costs, and an American Land Title Association Form extended policy of Title Insurance in favor of NewCo (or any designees) and customary endorsements to such policy (such costs "Title Fees"); provided, that in no event shall Sellers be responsible for more than $350,000 in the aggregate pursuant to this Section 12.2 and Section 9.3(a) hereof.

Section 12.3 Non-Recourse.

The Parties acknowledge and agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney, Representative or Affiliate of any of the Parties to this Agreement, in such capacity, shall have any liability or responsibility (in contract, tort or otherwise) for any Liabilities of Trustee or NewCo or any Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transactions.

Section 12.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any other Transaction Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.10 hereof; provided, however, that if the Chapter 11 Cases have closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof by personal delivery, prepaid overnight courier or certified mail in accordance with the provisions of Section 12.10.

Section 12.5 Waiver of Right to Trial by Jury.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.5.

Section 12.6 Authorization of Representative of Sellers.

(a) By entering into and executing this Agreement, each Seller irrevocably makes, constitutes and appoints Lead Seller as its agent, effective as of the date hereof, and authorizes and empowers Lead Seller to fulfill the role of Sellers' representative hereunder, and each Seller appoints the Lead Seller as such Person's true and lawful attorney in fact and agent, for such Person and in such Person's name, place and stead for all purposes necessary or

desirable in order for the Lead Seller to take all actions contemplated by this Agreement, with the ability to execute and deliver all instruments, certificates and other documents of every kind incident to the foregoing to all intents and purposes and with the same effect as such Lead Seller could do personally, including to give and receive notices and communications; to object to such deliveries, to agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to such claims; and to take all actions necessary or appropriate in the judgment of the Lead Seller for the accomplishment of the foregoing. The dissolution, liquidation, insolvency or bankruptcy of any Seller shall not terminate the authority and agency of Lead Seller as each Seller's representative pursuant to this Section 12.6. The power of attorney granted in this Section 12.6 is coupled with an interest and is irrevocable.

(b) Trustee and NewCo shall be entitled to rely exclusively upon any communication given or other action taken by the Lead Seller pursuant to this Agreement, and shall not be liable for any action taken or not taken in good faith reliance on a communication or other instruction from Lead Seller.

Section 12.7 Time of Essence.

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 12.8 Entire Agreement; Amendments and Waivers.

This Agreement (including the Schedules and Exhibits hereto) and the other Transaction Documents represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersede all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed only by written instrument making specific reference to this Agreement and executed by each of the Parties hereto. Any provision hereof can be waived only by written instrument making specific reference to this Agreement and signed by the applicable Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

Section 12.9 Governing Law.

THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM OR CONTROVERSY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY BASED

UPON OR ARISING OUT OF THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED, AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICT OF LAWS PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION OTHER THAN THE PRINCIPLES SET FORTH IN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

Section 12.10 Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the fourth day after mailing if mailed by certified mail, return receipt requested, or (iii) the day of transmission, if sent by email, facsimile or telecopy prior to 5:00 p.m. eastern prevailing time on any Business Day or the Business Day after transmission, if sent after such time (with a copy promptly sent by prepaid overnight courier with record of receipt or by certified mail, return receipt requested), to the Parties at the following addresses, email addresses or facsimile numbers (or to such other address, email address or facsimile number as a Party may have specified by notice given to the other Parties pursuant to this Section 12.10):

If to Sellers, to:

AES Eastern Energy, L.P.
130 East Seneca Street, Suite 505

Ithaca, NY 14850
Telephone: 703-682-6445
Facsimile: 607-272-5971
Attention: Peter S. Norgeot, President

With copies (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: 212-310-8000
Facsimile: 212-310-8007
Attention: Marcia L. Goldstein
Joseph H. Smolinsky
Simeon Gold
Email: marcia.goldstein@weil.com

joseph.smolinsky@weil.com
simeon.gold@weil.com

and

Weil, Gotshal & Manges LLP
1300 Eye Street, NW, Suite 900
Washington, DC 20005
Telephone: 202-682-7000
Facsimile: 202-857-0940
Attention: Adam P. Strochak
Email: adam.strochak@weil.com

If to Trustee, to:

Address:
Telephone:
Facsimile:
Attention:

With copies (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: 212-841-8814
Facsimile: 212-596-9090
Attention: Mark R. Somerstein
Email: mark.somerstein@ropesgray.com

If to NewCo, to:

Address:
Telephone:
Facsimile:
Attention:

With copies (which shall not constitute notice) to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Telephone: 212-504-6000
Facsimile: 212-504-6666
Attention: George A. Davis
Email: george.davis@cwt.com

Section 12.11 Severability.

If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 12.12 Binding Effect; Assignment.

This Agreement shall be binding upon the parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in respect of Sellers in the Chapter 11 Cases) and permitted assigns. Except for the Trustee's assignment of the rights to receive the Indenture Purchased Assets to NewCo as contemplated herein (and except for NewCo's right to direct that some or all of the Purchased Assets be assigned and conveyed to one or more subsidiaries of NewCo), no assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller, Trustee or NewCo (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without the required consents shall be void; provided, however, that after the Closing, NewCo shall have the right to assign its rights and/or delegate its obligations hereunder (A) to any Affiliates (B) to any financing sources for collateral purposes or (C) to any subsequent purchaser of all or any portion of the stock or assets of NewCo or the Business. Upon any such permitted assignment, the references in this Agreement to NewCo shall also apply to any such assignee unless the context requires otherwise.

Section 12.13 No Third Party Beneficiaries.

This Agreement shall inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any Person that is not a Party (or a successor or permitted assign of any such Party) any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 12.14 Counterparts.

This Agreement may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 12.15 Certain Rights for Trustee.

Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, notwithstanding any reference to "Party," "Parties", "party" or "parties" in this Agreement or any other agreement,

instrument or document executed in connection herewith, Deutsche Bank Trust Company Americas, as Trustee or otherwise (i) is not making any representations or warranties to Sellers, NewCo or any Affiliate of any of the foregoing in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) shall not be liable to any Person for any breach by any or all of the Seller, NewCo or its or their Affiliates of any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein and (iii) except to the extent of the Trustee's obligations explicitly set forth herein or in any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein, shall not have any liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein; provided, however, that the Parties hereby acknowledge that the sole recourse against the Trustee for any breach of this Agreement shall be to seek a decree of specific performance from any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith (and the prevailing party in any such proceeding shall be entitled to payment of their reasonable fees and expenses incurred in connection with the enforcement of their rights hereunder). Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, in making the credit bid for the Indenture Purchased Assets, and in transferring the right to receive the Indenture Purchased Assets to NewCo and in taking all other actions in connection with the foregoing (whether pursuant to this Agreement, any other agreement, instrument or document executed in connection therewith or otherwise), (i) the Trustee shall not be deemed to have assumed in any respect possession, title or control with respect to any of the Indenture Purchased Assets or other any other assets, (ii) the Trustee shall be entitled to all of the indemnification, reimbursement, exculpatory and other protections provided in the applicable Operative Documents (as defined in the Pass Through Agreements), and the Requisite Trustee Direction, and (iii) the transfer of the right to receive the Indenture Purchased Assets by the Trustee to NewCo shall be AS IS, WHERE IS, without any representations, warranties or recourse whatsoever.

Notwithstanding anything to the contrary herein or in any Transaction Documents, in the event that it is not the successful bidder at the Auction or does not otherwise acquire the Purchased Assets and/or the Business, Deutsche Bank Trust Company Americas, as Trustee or in any other capacity, (i) expressly reserves all of its rights, remedies, privileges, options, benefits and protections under the Operative Documents, including, without limitation, (x) all of its rights in respect of the proceeds of its credit bid hereunder of a portion of the Lessor Note Indebtedness for the Indenture Purchased Assets and (y) the charging liens and other rights provided in sections 3.3, 3.6, and 5.4 of the Indentures and section 7.7 of the Pass Through Agreements, and (ii) shall not be obligated to release any claims against any Person. Further, notwithstanding anything to the contrary herein or in any Transaction Documents, nothing in this Agreement or the Transaction Documents shall (or shall be deemed to) compromise, reduce, or otherwise impair the Trustee's rights, remedies, privileges, options, benefits and protections with respect to (x) the assets remaining in the Indenture Estate following the consummation of the transactions contemplated herein, including, without limitation, deficiency claims against the Debtors remaining after the credit bids provided for herein or (y) the charging liens and other rights provided in sections 3.3, 3.6, and 5.4 of the Indentures and section 7.7 of the Pass Through

Agreements. No provision of this Agreement, whether stated as a condition, covenant or otherwise, purporting to benefit the Trustee or limiting the duties or obligations of the Trustee, may be invoked by any party (including without limitation, any of Sellers or NewCo) other than the Trustee, whether as a condition of closing, condition of the effectiveness of any Credit Bid hereunder, or otherwise.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective officers thereunto duly authorized, as of the date first written above.

AES EASTERN ENERGY, L.P.
By: AES NY, LLC, its General Partner

By:_____
Name:
Title:

AES SOMERSET, LLC

By:_____
Name:
Title:

AES CAYUGA, LLC

By:_____
Name:
Title:

AES WESTOVER, LLC

By:_____
Name:
Title:

AES GREENIDGE, LLC

By: _____
Name:
Title:

AES NY3, LLC

By:_____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE

BY: DEUTSCHE BANK NATIONAL TRUST COMPANY

By:_____
Name:
Title:

By:_____
Name:
Title:

SOMERSET CAYUGA HOLDING COMPANY, INC.

By: _____
Name:
Title:

Aurora R. Valenti
TOMPKINS COUNTY CLERK
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax (607) 274-5445

Instrume
598401-037

No of Pages (including this cover page)	9
Receipt No	598401
Date	10/10/2012
Time	12 41 PM
Document Type	DEED
Parties To Transaction	MILLIKEN TERM
Town/City	LANSING

Delivered By
LORI SCANLON

Return To
ENV

Deed Information		**Mortgage Information**
Taxable Consideration	$0 00	Taxable Mortgage Amount
State Transfer Tax	$0 00	Basic Mortgage Tax
County Transfer Tax	$0 00	Special Mortgage Tax
RETT No	00390	Additional Mortgage Tax
		Local Mortgage Tax
State of New York Tompkins County Clerk		Mortgage Serial No

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York

Aurora R Valenti

Tompkins County Clerk

Please do not remove this page.

5984401-037

Record + return to:
First American
633 Third Ave
New York, NY 10017

QUITCLAIM DEED

THIS INDENTURE, made as of the 8th day of August 2012,

BETWEEN:

MILLIKEN FACILITY TRUST A-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST A-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST B-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST B-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST C-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST C-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

PARTY OF THE FIRST PART

CAYUGA OPERATING COMPANY LLC,
a Delaware limited liability company
228 Cayuga Drive
Lansing, New York 14882

PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR ($1 00), and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever.

THIS QUITCLAIM DEED is subject to the trust provisions of Section 13 of the Lien Law

6203216 2

IN WITNESS WHEREOF, the party of the first part has duly executed this Quitclaim Deed the day and year first above written

In presence of

MILLIKEN FACILITY TRUST A-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST A-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST B-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST B-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S.
Mark H. Brzoska

MILLIKEN FACILITY TRUST C-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST C-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____ L S
Mark H. Brzoska

6203216 2

STATE OF Delaware)
COUNTY OF New Castle)

On this 8 day of Aug 20 13, before me, the undersigned, a notary public in and for said state, personally came Mark H. Brzoska, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

Notary Public

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 9, 2015

JACQUELINE SOLONE NOTARY PUBLIC STATE OF DELAWARE MY COMMISSION EXPIRES MARCH 9, 2015

6203216 2

CAYUGA PROPERTY:
[SURVEY AND RECORD DESCRIPTION]:
ALL THOSE CERTAIN LOTS, PIECES, OR PARCELS OF LAND SITUATE, LYING AND BEING SOUTHWESTERLY OF LAKE RIDGE ROAD IN THE TOWN OF LANSING, COUNTY OF TOMPKINS, AND STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, AES EASTERN ENERGY, L P., TMN'S 11-1-3.211 & 11-1-3.212, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE", AS PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, P.C., BINGHAMTON, NEW YORK DATED MAY 10, 2012. (HELS JOB# 12047 01), BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I

(FOR INFORMATION ONLY· FORMERLY TAX PARCEL 12-1-15.4, CURRENTLY PART OF TAX PARCEL 11-1-3.212)

BEGINNING AT A FOUND 5/8 INCH REBAR (CAP DESTROYED) AT THE INTERSECTION OF THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B AND DORIS M. SOVOCOOL ON THE SOUTHWEST WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;

RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

(1) NORTH 42°33'03" EAST, A DISTANCE OF 6.31 FEET TO A POINT;
(2) THENCE NORTH 36°55'09" EAST, A DISTANCE OF 231.35 FEET TO A POINT;
(3) THENCE NORTH 36°58'55" EAST, A DISTANCE OF 148.03 FEET TO A POINT;
(4) THENCE NORTH 45°59'38" EAST, A DISTANCE OF 279.03 FEET TO A POINT;
(5) THENCE NORTH 56°44'31" EAST, A DISTANCE OF 573.26 FEET TO A POINT;
(6) THENCE NORTH 57°53'32" EAST, A DISTANCE OF 481.66 FEET TO A POINT;
(7) THENCE NORTH 56°55'34" EAST, A DISTANCE OF 191 91 FEET TO A POINT;
(8) THENCE NORTH 53°19'29" EAST, A DISTANCE OF 215.01 FEET TO A FOUND 3/4 INCH REBAR;
(9) THENCE NORTH 49°59'32" EAST, A DISTANCE OF 164.68 FEET TO A POINT;
(10) THENCE NORTH 51°24'49" EAST, A DISTANCE OF 302.11 FEET TO A FOUND 3/4 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE NORTHEAST,

THENCE SOUTH 41°09'02" EAST, ALONG THE LAST MENTIONED DIVISION LINE AND PASSING THROUGH A FOUND 3/4 INCH REBAR, A DISTANCE OF 162 59 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE SOUTHEAST,

THENCE SOUTH 50°51'05" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.80 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE EAST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING NINE (9) COURSES AND DISTANCES

(1) SOUTH 12°41'50" WEST, A DISTANCE OF 241.39 FEET TO A POINT;
(2) THENCE SOUTH 29°29'34" EAST, A DISTANCE OF 101 18 FEET TO A POINT;
(3) THENCE SOUTH 33°48'57" WEST, A DISTANCE OF 162.71 FEET TO A POINT;
(4) THENCE SOUTH 56°20'40" WEST, A DISTANCE OF 120.23 FEET TO A POINT;
(5) THENCE SOUTH 85°26'00" WEST, A DISTANCE OF 169.68 FEET TO A POINT;
(6) THENCE SOUTH 39°53'52" WEST, A DISTANCE OF 142.33 FEET TO A POINT;
(7) THENCE SOUTH 44°56'59" WEST, A DISTANCE OF 195.26 FEET TO A POINT;
(8) THENCE SOUTH 40°07'15" WEST, A DISTANCE OF 137.66 FEET TO A POINT;

(9) THENCE SOUTH 66°08'22" WEST, A DISTANCE OF 157.66 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY ROGER B SOVOCOOL ON THE SOUTHEAST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY GLENN A COBB AND HEATHER E. MILLER ON THE SOUTHEAST, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
(1) SOUTH 50°57'51" WEST, A DISTANCE OF 382 75 FEET TO A POINT;
(2) THENCE SOUTH 24°26'48" WEST, A DISTANCE OF 170.62 FEET TO A POINT,
(3) THENCE SOUTH 52°08'38" WEST, A DISTANCE OF 362.44 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED DIVISION LINE;
THENCE NORTH 35°50'06" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 482.38 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 1,085,028 SQUARE FEET OR 24.9088 ACRES, MORE OR LESS.

PARCEL II
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.5; CURRENTLY PART OF TAX PARCEL 11-1-3.212)
BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTHWEST AT ITS INTERSECTION WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;
RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) NORTH 52°23'08" EAST, A DISTANCE OF 126.26 FEET TO A POINT;
(2) THENCE NORTH 44°53'16" EAST, A DISTANCE OF 174.04 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B AND DORIS M. SOVOCOOL ON THE NORTHEAST;
THENCE SOUTH 35°50'06" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465 35 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY PETER F. SOVOCOOL ON THE SOUTHEAST;
THENCE SOUTH 52°08'38" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 280.00 FEET TO A POINT AT ITS INTERSECTION WITH SAID FIRST MENTIONED DIVISION LINE,
THENCE NORTH 38°10'38" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 443 62 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 130,000 SQUARE FEET OR 2 9844 ACRES, MORE OR LESS.

PARCEL III
(FOR INFORMATION ONLY· FORMERLY TAX PARCEL 11-1-32; CURRENTLY TAX PARCEL 11-1-3 211 AND PART OF 11-1-3.212)
BEGINNING AT A FOUND 1 1/4 INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD
AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;
RUNNING THENCE SOUTH 85°30'32" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;
THENCE SOUTH 06°42'21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY

AES EASTERN ENERGY, L.P ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D., SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH 'MACNEILL" CAP ON THE NORTHEASTERLY ROAD BOUNDARY OF MILLIKEN DRIVE (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;
THENCE SOUTH 87°59'24" WEST, ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C JONES, JR ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;
THENCE SOUTH 02°11'01" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH SAID NORTHWESTERLY ROAD BOUNDARY OF MILLIKEN DRIVE;
THENCE ALONG THE LAST MENTIONED ROAD BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:
(1) SOUTH 73°59'07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;
(2) THENCE SOUTH 68°24'42" WEST, A DISTANCE OF 274 77 FEET TO A POINT;
(3) THENCE SOUTH 61°34'36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;
(4) THENCE SOUTH 58°34'58" WEST, A DISTANCE OF 114 45 FEET TO A POINT;
(5) THENCE SOUTH 56°02'40" WEST, A DISTANCE OF 654.22 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 84°42'07" WEST, A DISTANCE OF 226 88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 04°20'49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE SOUTH 60°35'39" WEST, A DISTANCE OF 276 49 FEET TO A POINT;
(9) THENCE SOUTH 61°12'56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;
(10) THENCE SOUTH 56°20'26" WEST, A DISTANCE OF 167 16 FEET TO A FOUND 5/8 INCH REBAR,
(11) THENCE SOUTH 51°24'49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;
(12) THENCE SOUTH 49°59'32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;
(13) THENCE SOUTH 53°20'04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;
(14) THENCE SOUTH 56°55'34" WEST, A DISTANCE OF 189 95 FEET TO A POINT;
(15) THENCE SOUTH 57°53'32" WEST, A DISTANCE OF 481 74 FEET TO A POINT;
(16) THENCE SOUTH 56°44'31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;
(17) THENCE SOUTH 45°59'38" WEST, A DISTANCE OF 287 59 FEET TO A POINT;
(18) THENCE SOUTH 36°58'55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;
(19) THENCE SOUTH 36°55'09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;
(20) THENCE SOUTH 42°33'03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;
(21) THENCE SOUTH 44°53'16" WEST, A DISTANCE OF 170 82 FEET TO A POINT;
(22) THENCE SOUTH 52°23'08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;
(23) THENCE SOUTH 38°31'17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;
THENCE SOUTH 51°54'52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L P ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC ON THE SOUTHWEST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST, THE FOLLOWING SIX (6)

COURSES AND DISTANCES:
(1) NORTH 38°31'19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;
(2) THENCE NORTH 51°28'43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;
(3) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;
(4) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;
(5) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING EASTERLY SHORELINE OF CAYUGA LAKE;
THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS,
DEFINED BY THE FOLLOWING FOUR (4) CHORDS AND DISTANCES:
(1) NORTH 31°20'00" WEST, A DISTANCE OF 1,030 76 FEET TO A POINT,
(2) THENCE NORTH 12°06'25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;
(3) THENCE NORTH 18°16'16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;
(4) THENCE NORTH 12°11'02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
(1) SOUTH 89°53'55" EAST, A DISTANCE OF 341 37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE SOUTH 82°57'21" EAST, A DISTANCE OF 2,100 00 FEET TO A POINT;
(3) THENCE NORTH 10°27'25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 79°32'39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(5) THENCE NORTH 85°27'44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;
(6) THENCE NORTH 87°42'52" EAST, A DISTANCE OF 398.52 FEET TO A POINT,
(7) THENCE NORTH 87°57'59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;
THENCE NORTH 01°20'08" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE NORTH 88°13'10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;
THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY, THE FOLLOWING TWO (2) COURSES AND DISTANCES·
(1) SOUTH 22°47'17" EAST, A DISTANCE OF 730 30 FEET TO A POINT;
(2) THENCE SOUTH 23°03'52" EAST, A DISTANCE OF 903 69 FEET TO THE POINT OR PLACE OF BEGINNING
CONTAINING 17,802,087 SQUARE FEET OR 408.6797 ACRES, MORE OR LESS.
TOGETHER WITH THE BENEFITS OF AND SUBJECT TO THE BURDENS CONTAINED IN THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) DATED AS OF 5/1/1999 MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L P., AND RECORDED ON 5/20/1999 IN LIBER 847 CP 46.
EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL III, THE SUBSTATION PARCEL AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTERLINE OF MILLIKEN ROAD, SAID POINT BEING 4,130 FEET SOUTHWESTERLY MEASURED ALONG SAID CENTERLINE FROM A POINT AT ITS INTERSECTION WITH THE CENTERLINE OF RELOCATED MILLIKEN ROAD;

RUNNING THENCE NORTH 08°06'12" WEST, THROUGH THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P., A DISTANCE OF 1,036.40 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC AND GAS CORPORATION ON THE EAST, SAID 5/8 INCH REBAR ALSO BEING THE POINT OR PLACE OF BEGINNING;
THENCE FROM SAID POINT OR PLACE OF BEGINNING, ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES
(1) NORTH 18°27'27" WEST, A DISTANCE OF 120.43 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE NORTH 71°32'33" EAST, A DISTANCE OF 24 00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(3) THENCE NORTH 19°00'30" EAST, A DISTANCE OF 50.72 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 71°38'14" EAST, A DISTANCE OF 124 62 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(5) THENCE NORTH 34°08'45" EAST, A DISTANCE OF 34.78 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(6) THENCE NORTH 18°12'56" WEST, A DISTANCE OF 62 67 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 71°56'47" WEST, A DISTANCE OF 38.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE NORTH 18°10'09" WEST, A DISTANCE OF 121.12 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(9) THENCE NORTH 72°11'11" EAST, A DISTANCE OF 48 83 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(10) THENCE NORTH 18°30'01" WEST, A DISTANCE OF 60.86 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(11) THENCE NORTH 71°56'43" EAST, A DISTANCE OF 251.15 FEET TO A POINT;
(12) THENCE SOUTH 18°09'51" EAST, A DISTANCE OF 357.80 FEET TO A POINT;
(13) THENCE SOUTH 71°49'49" WEST, A DISTANCE OF 244.57 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(14) THENCE SOUTH 18°04'07" EAST, A DISTANCE OF 68.93 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(15) THENCE SOUTH 71°52'26" WEST, A DISTANCE OF 222.67 FEET TO THE POINT OR PLACE OF BEGINNING.

Tompkins County Clerk Recording Page

Return To

Aurora R. Valenti, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **JUDGMENT**

Receipt Number: 13-37829

Party 1
AES CREATIVE RESOURCES LP

Party 2
NEW YORK STATE DEPT OF LABOR - UNEMPLOYMENT INSURANCE DIVISION

Fees	
Total Fees Paid:	$0.00

Damages Amt: $1,161.61
Instrument #: 2013-11566 Total Judgment Amt: $1,448.53

State of New York
County of Tompkins

Filed on August 26th, 2013 at 12:41:13 PM
with a total page count of **3**.

Aurora R. Valenti

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

HH

Do Not Detach

DAVID A. PATERSON
GOVERNOR

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

CARLA CHIARO
ACTING COMMISSIONER

HOWARD L. ZWICKEL
DEPUTY COMMISSIONER AND COUNSEL

October 25, 2010

Gerald S. Goodenough
Plant Manager
AES Cayuga
228 Cayuga Drive
Lansing, NY 14882

RE: Easement Renewal
State to AES Cayuga, LLC
96 Inch Pipeline – Cayuga Lake

Dear Mr. Goodenough:

Enclosed is the executed easement renewal for the Cayuga Lake intake pipeline originally conveyed October 20, 1983. The new easement term expires October 20, 2033. The easement was recorded in the Department of State on October 15, 2010 in Volume 52 of Miscellaneous Deeds and Title Papers at page 74.

Also enclosed for use in local recording in the Tompkins County Clerk's office is Form TP-584, executed by the agency. Please add any missing information prior to signature.

Thank you for your cooperation in this matter. Contact me at 518-474-8831, if there are any questions.

Sincerely,

Thomas A. Pohl
Associate Attorney

Enclosure

THIS INDENTURE made this 27th day of April, 2010, between THE PEOPLE OF THE STATE OF NEW YORK acting by the Commissioner of General Services having its office and place of business at Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, hereinafter referred to as the "Grantor", and AES Cayuga, L.L.C., a Delaware limited liability company, having its principal office and place of business at 228 Cayuga Drive, Lansing, New York 14882 hereinafter referred to as the "Grantee";

WITNESSETH, that the Grantor, pursuant to Section 3, subdivision 2 of the Public Lands Law and Findings of the Commissioner dated April 27, 2010, and in consideration of the sum of Ten Thousand Seven Hundred and Twelve Dollars ($10,712.00), lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and assigns of the Grantee, the right, privilege and easement to operate and maintain an existing 96 inch internal diameter intake pipe line and wooden dock and appurtenances thereof, hereinafter collectively referred to herein as the "facilities," on the land underwater hereinafter described:

PARCEL ONE

All that piece or strip of land thirty feet in width under the waters of Cayuga Lake in the Town of Lansing, County of Tompkins, State of New York the centerline of which is described as follows:

Beginning at a point in the east shoreline of Cayuga Lake about one thousand two hundred seventy feet northerly from the center of the intersection of the Lehigh Valley Railroad tracks with the centerline of Milliken Road, formerly known as Lake Ridge Road, a County highway in the Town of Lansing, Tompkins County, which point of beginning is North seventy-two degrees twenty-one minutes, West sixty-two and eight one-hundredths feet from the northwesterly corner of #1 Unit – Ash Collector Foundation and North forty-three degrees twenty-seven minutes, West ninety-three and eight one-hundredths feet from the southwesterly corner of said building; thence into the waters of

Lake Cayuga South sixty-nine degrees, no minutes, West five hun twenty-six feet.

PARCEL TWO

All that piece of parcel of land under the waters of Cayuga Lake in the Town of Lansing, County of Tompkins, State of New York, and more particularly bounded and described as follows:

Beginning at a point in said east shoreline one hundred fifty-two and five tenths feet southerly of the centerline of the easement for the 96 inch pipeline granted simultaneously with this grant of easement; thence southerly twenty-five feet along said east shore line; thence westerly at right angles to the last course sixty feet; thence northerly parallel to the east shore line twenty-five feet; thence easterly sixty feet to the point of beginning.

All as shown on a map filed with the original application in the Office of the Department of State and in the Office of General Services in Albany, New York.

This grant of easement is a renewal of an easement granted to New York State Electric & Corporation by the People of the State of New York, dated October 20, 1983 and recorded in the Department of State in Albany, New York on May 18, 1984 in Volume 26 of Miscellaneous Deeds and Title Papers at page 121. This grant of easement commences from the date hereof and terminates on October 20, 2033, unless sooner terminated as hereinafter provided and is made and accepted subject to the following covenants, terms and conditions:

1. At the termination of the easement hereby granted, the Grantee agrees at the expense of the Grantee and at no expense to the Grantor to remove at once the said facilities from the land affected and leave said land in as nearly the same condition as possible as it was prior to construction.

2. The easement hereby granted is granted only with respect to the facilities. If the facilities shall not have been maintained and used for a period of two years, the easement shall cease and determine without action to such effect being taken by the Grantor and all the rights of the Grantee shall then terminate and, furthermore, in such event, the provisions for removal of said electric line above set forth in Paragraph 1 shall apply in the same manner and to the same effect as so set forth.

3. Grantee assumes all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the facilities referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said facilities, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantee or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising therefrom. The Grantee agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

4. The easement hereby granted shall not be assigned or transferred without the written consent of the Commissioner of General Services.

5. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforedescribed parcel of land.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: John C. Egan
John C. Egan
Commissioner of General Services

STATE OF NEW YORK }
: SS.:
COUNTY OF ALBANY }

On the 27th day of April, in the year 2010, before me, the undersigned personally appeared John C. Egan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

Notary Public, State of New York
Qualified in County of:
My Commission Expires:

THOMAS A. POHL
Notary Public, State of New York
Appointed in Saratoga County
My Commission Expires 7/28/13
02P05082571

Approved as to form this 3rd day
of May, 2010

ANDREW M. CUOMO
Attorney General

By
Robert J. Fleury
~~Principal Attorney~~
Asst ATTy General

EASEMENT

THE PEOPLE OF THE STATE OF NEW YORK

AND

AES CAYUGA, L.L.C.

Recorded in the Department of State in Volume 52 *of Miscellaneous Deeds and Title Papers at page* 74 *on* Oct. 15 *2010.*

Daniel E. Shapiro
First Deputy, Secretary of State

By J. Causey

Linda Lasch
Miscellaneous Records

78

NEW YORK STATE OF OPPORTUNITY. | Office of General Services

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

June 16, 2017

VIA UPS EXPRESSMAIL
Cayuga Operating Company LLC
228 Cayuga Drive
Lansing, NY 14882
Attn: John C. Marabella

Re: Easement to Cayuga Operating Company LLC
Town of Lansing, County of Tompkins - LUW01995

Dear Mr. Marabella:

Enclosed is the executed easement for water intake screens located under the waters of Cayuga Lake.

The easement was recorded in the Department of State on June 14, 2017 in Volume 59 of Miscellaneous Deeds and Title Papers at page 45. Please utilize the enclosed TP-584 form for the recording of the executed easement in the Tompkins County Clerk's office.

Please check the form and add any missing information.

Thank you for your patience and cooperation.

Very truly yours,

Chad Cook
Senior Attorney

Enclosures

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:00:15 PM
Rebecca Francus

TP-584 (4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time s Section 3, Item b.

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor)*			Social security number
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	New York State Office of General Services			
	Mailing address 41st Floor, Corning Tower Building, Empire State Plaza			Social security number
	City Albany	State NY	ZIP code 12242	Federal EIN 14-6013200
	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee)*			Social security number
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Cayuga Operating Company LLC			
	Mailing address 228 Cayuga Drive			Social security number
	City Lansing	State NY	ZIP code 14882	Federal EIN
	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
		Lands Under the Waters of Cayuga	Wappinger	Tompkins

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☒ Other Under Water

Date of conveyance: 05 (month) | 10 (day) | 2017 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☒ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ Schedule B., Part II $	Date received	Transaction number

Rebecca Francus 3:09:... 1/1/2025 francus@beaumilleneri... Project Golden Lake

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed**	1.	8372 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0 00
3	Taxable consideration *(subtract line 2 from line 1)*	3.	8372 00
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	00
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	00

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance.**)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
	Senior Attny		

Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

THIS INDENTURE made this 10th day of May, 2017, between THE PEOPLE OF THE STATE OF NEW YORK acting by the Commissioner of General Services having its office and place of business at Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, hereinafter referred to as the "Grantor," and the Cayuga Operating Company LLC, a Delaware limited liability company, having its principal office and place of business at 228 Cayuga Drive, Lansing, New York 14882, hereinafter referred to as the "Grantee,"

WITNESSETH, that the Grantor, pursuant to Section 3, subdivision 2 of the Public Lands Law and Findings of the Commissioner dated May 10, 2017 and in consideration of the sum of Eight Thousand Three Hundred and Seventy-Two ($8,372.00) Dollars, lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and the successors and assigns of the Grantee, the right, privilege and easement for the installation, operation and maintenance of water intake screens, hereinafter referred to as the "structures and/or improvements," on the parcel of land under the water of Cayuga Lake as hereinafter described:

All that piece or parcel of land situate in the Town of Lansing, County of Tompkins and State of New York, being bounded and described as follows:

Beginning at a point on the low water line of Cayuga Lake on the northerly boundary of a 30 foot wide easement granted to AES Cayuga, L.L.C., dated April 27, 2010 and recorded in the Department of State in Volume 52 of Miscellaneous Deeds and Title Papers at page 74, said point of beginning being the following two courses and distances from the northwest corner of lands, now or formerly, of New York State Electric and Gas Corporation (Tax Map Section 11, Block 1, Lot 3.23), said northwest corner being on the easterly boundary of lands of Cayuga Operating Company LLC (Instrument No. 598401-037):

1. S 54° 09' 38" W, a distance of 734.96 feet to a point; and

2. S 60° 02' 29" W, a distance of 84.78 feet to the point of beginning;

thence from said Point of Beginning into the waters a Cayuga lake the following seven courses and distances:

1. S 60°02'29" W, along said northerly boundary of said easement granted to AES Cayuga, L.L.C., a distance of 441.22 feet to a point at the northwest corner thereof;

2. S 29°57'31" E, a distance of 70 feet to a point;

3. S 60°02'29" W, a distance of 132.00 feet to a point;

4. N 29°57'31" W, a distance of 120.00 feet to a point;

5. N 60°02'29" E, a distance of 132.00 feet to a point;

6. S 29°57'31" E, a distance of 45.00 feet to a point; and

7. N 60°02'29" E, a distance of 432.03 feet to a point on the low water line of Cayuga Lake;

thence N 88°35'40" E, along said low water line, a distance of 10.46 feet to the point or place of beginning, containing 18,023 square feet of land, more or less.

As shown on a map entitled "State of New York Office of General Services Submerged Land Application Map in the Application of Cayuga Operating Company LLC," dated August 22, 2016 and filed in the Office of General Services in Albany, New York as O.G.S. Map No. 2577.

This grant of easement commences on the date hereof and terminates on October 20, 2033, unless sooner terminated as hereinafter provided, and is made and accepted subject to the following covenants, conditions and restrictions:

1. At the termination of the easement hereby granted, the Grantee, for itself and its successors in interest hereunder, agrees, at its own expense and at no expense to the Grantor, to remove at once the structures and/or improvements and appurtenances installed or maintained hereunder from the land affected hereby and to leave said land in as nearly the same condition as possible as it was prior to the construction hereby authorized.

2. The easement hereby granted is granted only with respect to the structures and/or improvements described in Grantee's applications and shown on the maps or plans accompanying the applications or substantially as so described. If the structures and/or improvements shall not be maintained and used for a period of three years, this easement shall cease and determine, without action to such effect being taken by the Grantor, and all the rights of the Grantee and its successors hereunder shall then

460

terminate; and, furthermore, in such event, the provisions for removal as above set forth in Paragraph 1 shall apply in the same manner and with the same effect as so set forth.

3. The construction, reconstruction, installation, repair, maintenance and operation of the structures and/or improvements shall be in accordance with all applicable safety rules and regulations and so as not to constitute a hazard or nuisance to persons and property, and shall be in compliance with all applicable statutes, laws and ordinances, federal, state or municipal, and with the codes, rules, regulations and orders of any governmental department, office, board, commission or other body having jurisdiction in the matter.

4. In the event of the abandonment of said easement and the removal of said structures and/or improvements, the easement herein granted shall terminate and revert to the Grantor, free and clear of any and all liens, mortgages or encumbrances, and without any affirmative action by the Grantor.

5. The easement herein granted shall not be assigned by the Grantee without the prior written consent of the Grantor.

6. Grantee assumes all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the structures and/or improvements referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said structures and/or improvements, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantee or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising there from. The Grantee agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

7. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforedescribed parcel of land.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be

47

construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

48

THE PEOPLE OF THE STATE OF NEW YORK

By: RoAnn M. Destito

RoAnn M. Destito.
Commissioner of General Service

STATE OF NEW YORK }
: SS.:
COUNTY OF ALBANY }

On the 10th day of May, in the year 2017, before me, the undersigned personally appeared RoAnn M. Destito, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SUSAN G PULVER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU6289995
Qualified In Columbia County
My Commission Expires October 07, 2017

Susan G. Pulver
Notary Public, State of New York
Qualified in County of:
My Commission Expires:

Approved as to form this 19th day of May, 2017

Eric T. Schneiderman
Attorney General

By: Jeanne M. Kang
~~Assistant Attorney General~~
Associate Attorney

49

EASEMENT

THE PEOPLE OF THE STATE OF NEW YORK

TO

Cayuga Operating Company LLC

Recorded in the Department of State in Volume 59 of Miscellaneous Deeds and Title Papers at page 45 on June 14, 2017

Brendan Fitzgerald
Executive Deputy Secretary of State

By J. Lasch

Linda Lasch
Miscellaneous Records

50

NYSEG

October 12, 2016

Doug Roll
Cayuga Operating Co. Inc.
Heorot Power
228 Cayuga Drive
Lansing, NY 14882

RE: NYSEG's 34.5 kV Line to Cargill
Off Rte 34B
Town of Lansing/Tompkins County
Tax Map: 11-1-3.211 and 3.212

Dear Mr. Roll:

Enclosed please find the transmission easement we discussed last week at our meeting.

This easement will give NYSEG permission to install a 34.5 kV line next to the existing 34.5 kV line currently on the property along with an easement and clearing width of 100 feet as indicated on the attached Exhibit's to the easement.

Kindly review the easement with Heorot and if there are no objections, then, I would ask that you have the easement signed, dated and notarized in black ink; please return in the enclosed envelop.

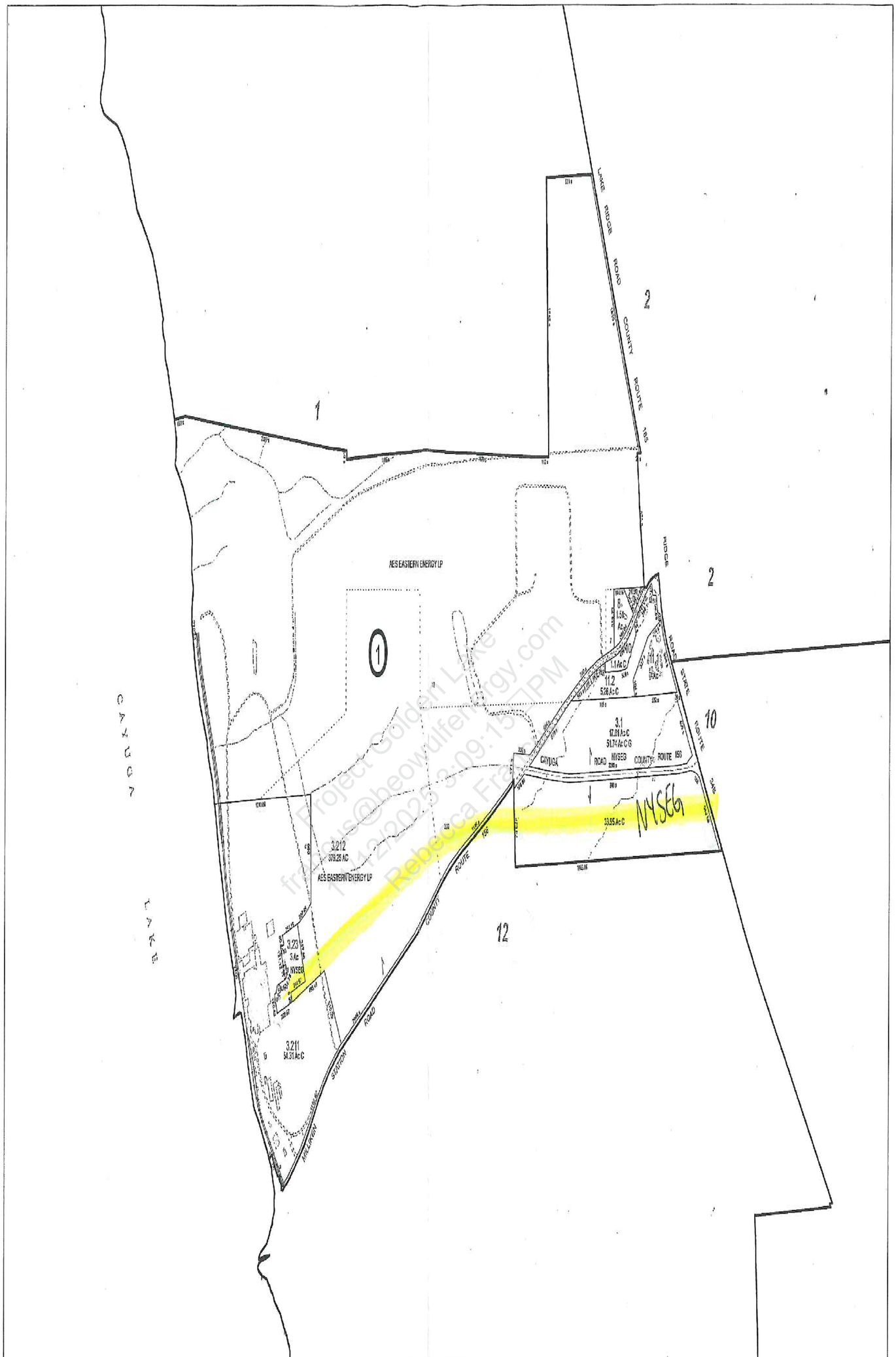
If you have any questions, please contact me at 914-953-5507.

Thank you for your cooperation in this matter.

Sincerely,

Debra A. Drake, Supervisor
IUSA Right of Way

Printed on recycled paper



Project Golden Lake
from: @beowulfenergy.com
Tue, 2/2023 3:09:15 PM
Rebecca Fra

FOR TAX PURPOSES ONLY

NOT TO BE USED FOR CONVEYANCE

All lots may not be illustrated in the New York State Real Property Tax Law Section 334 the 1968 Northeastern Datum. Property lines have been compiled to 1999 NAD Tompkins County Digital Orthometric Data. Highway, wetland, stream, and boundary lines are compiled using various ground and aerial surveys. For complete legal descriptions or ownership, reference should be made to the appropriate deeds and surveys.

NOTICE OF DISCLAIMER

This map represents a compilation of graphical and numerical data from deeds and surveys, as plotted by assessing personnel from deeds and descriptions of the area. Any graphical data may be inaccurate by as much as the accuracy or examples cause of the deed containing the parcel. The user of this map agrees to accept the data "as is" and to the following limitations and disclaimers: any use, including all boundaries, by any foreign or foreign company, is at the user's own risk and discretion.

SPECIAL DISTRICT INFORMATION

Lansing Central School District
Lansing Fire District #1

LEGEND

- Building Footprint (1991-2014)
- Curb/Pavement Line
- Railroad
- Hydrography
- Special Districts
- Municipality
- Military Tract/Within & Filed Lot Number

- Parcel Connector
- Property Line
- Former Property Line
- Current Year Changes
- Block Line
- External Tax Map
- Block Number

- 42.1 Parcel Lot Number
- 3.12 Previous Lot Number
- 4.3 Subdivision Lot Number
- 5.6 Ac Deed/Survey Acreage
- 2.11 Ac C Computed Acreage
- 10.53 Ac G Grouped (Total) Acreage
- 10% Stated (Calculated) Acreage
- 10.0 Deed Dimension

TOWN OF LANSING

TOWN OF LANSING

TOMPKINS COUNTY, N.Y.

North

200 0 200 400 Feet

MAP: II

SCALE: 1" = 400'

MAP REVISED: 6/13/2014
MAP PRINTED: 6/13/2014

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LIBER 847 PAGE 46

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AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

(MILLIKEN STATION)

BETWEEN

NEW YORK STATE ELECTRIC & GAS CORPORATION

AND

AES EASTERN ENERGY, L.P.

DATED: As of May 1, 1999

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TABLE OF CONTENTS

		Page
ARTICLE 1	BACKGROUND AND OBJECTIVES	3
ARTICLE 2	INTENT AND DEFINITIONS	5
2.1	Intent	5
2.2	Definitions in APA and ICA	5
2.3	Definitions in this Agreement	5
2.4	Additional Definitions	7
2.5	Interpretation	8
ARTICLE 3	EASEMENTS	8
3.1	Grant of Easements to NYSEG	8
3.2	Grant of Easements to AEE	11
3.3	General Scope of Easements	12
3.4	Interpretation	13
3.4A	Relocation of Easements	15
3.5	Electric and Gas Easements	15
3.6	Rules and Regulations	16
3.7	No Obstruction	16
3.8	Repair and Maintenance	16
3.9	Effective Date	17
3.10	No Interference	17
3.11	Brine Concentrator	17
ARTICLE 4	TAXES, ASSESSMENTS, AND OTHER CHARGES	17
4.1	Payment of Taxes	17
4.2	Personal Property Taxes	18
4.3	Timing of Payment	18
4.4	Cooperation with Respect to Tax Abatements	18
4.5	Tax Contests	18
ARTICLE 5	MECHANICS' LIENS	19
5.1	Notice Regarding Labor and Materials	19
5.2	Disposition of Liens	19

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LIBER 847 PAGE 48

ARTICLE 6 CONDEMNATION 19
6.1 Right to Participate 19
6.2 Total Taking 20
6.3 Disposition of Award 20

ARTICLE 7 DEFAULTS 20
7.1 Events of Default 20
7.2 Right of Self Help 20
7.3 Interest 21
7.4 Enforcement Rights 21
7.5 No Forfeiture 21

ARTICLE 8 MISCELLANEOUS 21
8.1 Exhibits 21
8.2 Headings 21
8.3 Interpretation 21
8.4 Governing Law 21
8.5 Entire Agreement 21
8.6 Modifications, Waivers, Consents 22
8.7 Binding Effect 22
8.8 Covenants Not Conditions 22
8.9 Severability of Void Provisions 22
8.10 Estoppel Certificates 22
8.11 Notices 22
8.12 Independent Covenants 23
8.13 Recording 23
8.14 Counterparts 23
8.15 Amendments 23
8.16 No Joint Venture 23
8.17 Waivers; Remedies Cumulative 23
8.18 Location of Easements 24
8.19 Financing Provisions 25

LIBER 847 PAGE 49

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT dated as of May 1, 1999, by and between **NEW YORK STATE ELECTRIC & GAS CORPORATION** ("NYSEG"), a corporation organized and existing under and pursuant to the laws of the State of New York and having an office for the transaction of business at Corporate Drive, Kirkwood Industrial Park, Binghamton, New York 13902-5225, and **AES EASTERN ENERGY, L.P.** ("AEE"), a limited partnership organized and existing under and pursuant to the laws of the State of Delaware with its principal place of business at 1001 North 19th Street, Arlington, Virginia 22209. NYSEG and AEE may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 1 - Background and Objectives

NGE Generation, Inc. ("NGE"), NYSEG and AES NY, L.L.C. ("AES NY") have entered into an Asset Purchase Agreement dated as of August 3, 1998 (as the same may be modified, supplemented or amended from time to time, the "APA") for the sale of NGE's fossil-fired generating facilities (the "Fossil Plants") and associated assets and liabilities described therein to AES NY.

As part of the transactions set forth in the APA, NGE agreed to sell to AES NY the Real Property, Tangible Personal Property, and related assets, liabilities, rights, and obligations comprising NGE's Milliken Station, all as more specifically set forth in the APA.

Further, NYSEG and AES NY entered into an Interconnection Agreement (the "ICA") dated as of August 3, 1998 whereby NYSEG agreed to provide Interconnection Service (as defined in the ICA) to AES NY for the Fossil Plants, including Milliken Station, and AES NY agreed to provide NYSEG access to the Fossil Plants, including Milliken Station, for this purpose.

AES NY has assigned certain of its rights and obligations under the APA with respect to the Milliken Station to AEE and has assigned certain other of its rights and interest under the APA with respect to the Milliken Station to certain owner trusts (collectively, the "Owner Trusts").

AEE will be the lessee, under various lease agreements to be entered into between AEE and the Owner Trusts, of the rights and interests to be acquired by the Owner Trusts in and to the Milliken Station (the "Lease Agreements"), which Lease Agreements will grant AEE operational control over such rights and interests held by the Owner Trusts in the Milliken Station.

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

EXHIBIT A

(Buyer Property)

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All those certain lots, pieces, or parcels of land situate, lying and being Southwesterly of Lake Ridge Road in the Town of Lansing, County of Tompkins, and State of New York as shown on a map entitled "Property Conveyed to NGE Generation, Inc. by New York State Electric & Gas Corporation, Milliken Station, Town of Lansing, Tompkins County, New York State", as prepared by Hawk Engineering, PC, Binghamton, New York dated July 30, 1998. (HE File 98152.02), bounded and described as follows:

PARCEL I (TMN 12-1-15.4)

BEGINNING at a 5/8 inch rebar with cap at the intersection of the division line between the property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Cornell University on the Southwest with the existing Southeasterly boundary of Milliken Road;

RUNNING THENCE along said boundary the following ten (10) courses and distances:

(1) North 42 degrees 33 minutes 03 seconds East, a distance of 6.31 feet to a point;

(2) thence North 36 degrees 55 minutes 09 seconds East, a distance of 231.35 feet to a point;

(3) thence North 36 degrees 58 minutes 55 seconds East, a distance of 148.03 feet to a point;

(4) thence North 45 degrees 59 minutes 38 seconds East, a distance of 279.03 feet to a point;

(5) thence North 56 degrees 44 minutes 31 seconds East, a distance of 573.26 feet to a point;

(6) thence North 57 degrees 53 minutes 32 seconds East, a distance of 481.66 feet to a point;

(7) thence North 56 degrees 55 minutes 34 seconds East, a distance of 191.91 feet to a point;

(8) thence North 53 degrees 19 minutes 29 seconds East, a distance of 215.01 feet to a 5/8 inch rebar with cap;

Continued...

(9) thence North 49 degrees 59 minutes 32 seconds East, a distance of 164.68 feet to a point;

(10) thence North 51 degrees 24 minutes 49 seconds East, a distance of 302.11 feet to a 3/4 inch rebar at its intersection with the division line between said NGE Generation, Inc. on the Southwest and the property now or formerly owned by Pozzolanic International, Inc. on the Northeast;

thence South 41 degrees 09 minutes 02 seconds East along the last mentioned division line and passing through a 3/4 inch rebar, a distance of 162.59 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Pozzolanic International, Inc. on the Southeast;

thence South 50 degrees 51 minutes 05 seconds West along the last mentioned division line, a distance of 465.80 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Pozzolanic International, Inc. on the East;

thence South 12 degrees 41 minutes 50 seconds West along the last mentioned division line and along the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Cornell University on the East, a distance of 241.39 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southwest and said property now or formerly owned by Cornell University on the Northeast;

thence South 29 degrees 29 minutes 34 seconds East along the last mentioned division line, a distance of 101.18 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property owned by Cornell University on the Southeast;

thence along the last mentioned division line the following two (2) courses and distances:

(1) South 33 degrees 48 minutes 57 seconds West, a distance of 162.71 feet to a point;

(2) thence South 56 degrees 20 minutes 40 seconds West, a distance of 120.23 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the North and said property owned by Cornell University on the South;

Continued...

thence South 85 degrees 26 minutes 00 seconds West along the last mentioned division line, a distance of 169.68 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property owned by Cornell University on the Southeast;

thence along the last mentioned division line the following seven (7) courses and distances:

(1) South 39 degrees 53 minutes 52 seconds West, a distance of 142.33 feet to a point;

(2) thence South 44 degrees 56 minutes 59 seconds West, a distance of 195.26 feet to a point;

(3) thence South 40 degrees 07 minutes 15 seconds West, a distance of 137.66 feet to a point;

(4) thence South 66 degrees 08 minutes 22 seconds West, a distance of 157.66 feet to a point;

(5) thence South 50 degrees 57 minutes 51 seconds West, a distance of 382.75 feet to a point;

(6) thence South 24 degrees 26 minutes 48 seconds West, a distance of 170.62 feet to a point;

(7) thence South 52 degrees 08 minutes 38 seconds West, a distance of 362.44 feet to a 5/8 inch rebar with cap at its intersection with the above first mentioned division line;

thence North 35 degrees 50 minutes 06 seconds West along said first mentioned division line, a distance of 482.38 feet to the POINT OR PLACE OF BEGINNING.

Containing 1,085,028 square feet or 24.9088 acres, more or less, as shown on the above referenced map.

Continued...

PARCEL II (TMN 12-1-15.5)

BEGINNING at a point on the division line between the property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Lehigh Valley Railroad on the Southwest at its intersection with the existing Southeasterly boundary of Milliken Road;

RUNNING THENCE along said Milliken Road the following two (2) courses and distances:

(1) North 52 degrees 23 minutes 08 seconds East, a distance of 126.26 feet to a point;

(2) thence North 44 degrees 53 minutes 16 seconds East, a distance of 174.04 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southwest and the property now or formerly owned by Cornell University on the Northeast;

thence South 35 degrees 50 minutes 06 seconds East along the last mentioned division line, a distance of 465.35 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Cornell University on the Southeast;

thence South 52 degrees 08 minutes 38 seconds West along the last mentioned division line, a distance of 280.00 feet to a 5/8 inch rebar with cap at its intersection with said first mentioned division line;

thence North 38 degrees 10 minutes 38 seconds West along said first mentioned division line, a distance of 443.62 feet to the POINT OR PLACE OF BEGINNING.

Containing 130,000 square feet or 2.9844 acres, more or less, as shown on the above referenced map.

Continued...

PARCEL III (TMN 11-1-32)

BEGINNING at a 1-1/4 inch bolt on the existing Southwesterly side of Lake Ridge Road at its intersection with the division line between the property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Raymond L. Boles on the South;

RUNNING THENCE South 85 degrees 30 minutes 32 seconds West along said division line, a distance of 24.71 feet to a 5/8 inch rebar at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Raymond L. Boles on the East;

thence South 06 degrees 42 minutes 21 seconds East along the last mentioned division line, along the division line between said property owned by NGE Generation, Inc. on the West and the property now or formerly owned by Glenn T. Rick and Darlene M. Rick on the East, and along the division line between said property owned by NGE Generation, Inc. on the West and the property now or formerly owned by Charles D. Balog Sr. and Jolan E. Balog on the East, a distance of 817.60 feet to a 5/8 inch rebar in concrete with MacNeill cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Deborah N. Bruner on the South;

thence South 87 degrees 59 minutes 24 seconds West along the last mentioned division line and along the division line between said property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Richard C. Jones, Jr. on the South, a distance of 421.89 feet to a 5/8 inch rebar at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Richard C. Jones, Jr. on the East;

thence South 02 degrees 11 minutes 01 second East along the last mentioned division line, a distance of 358.43 feet to a 5/8 inch rebar at its intersection with the Northwesterly boundary of Milliken Road;

thence along the last mentioned boundary the following twenty-four (24) courses and distances:

(1) South 73 degrees 59 minutes 07 seconds West, a distance of 118.96 feet to a point;

(2) thence South 68 degrees 24 minutes 42 seconds West, a distance of 274.77 feet to a point;

(3) thence South 61 degrees 34 minutes 36 seconds West, a distance of 315.82 feet to a point;

(4) thence South 58 degrees 34 minutes 58 seconds West, a distance of 114.45 feet to a point;

(5) thence South 56 degrees 02 minutes 40 seconds West, a distance of 654.22 feet to a 5/8 inch rebar with cap;

(6) thence North 84 degrees 42 minutes 07 seconds West, a distance of 226.88 feet to a 5/8 inch rebar with cap;

(7) thence South 04 degrees 20 minutes 50 seconds West, a distance of 171.75 feet to a 5/8 inch rebar;

(8) thence South 60 degrees 35 minutes 39 seconds West, a distance of 276.49 feet to a point;

(9) thence South 61 degrees 12 minutes 56 seconds West, a distance of 548.78 feet to a point;

(10) thence South 56 degrees 20 minutes 26 seconds West, a distance of 167.16 feet to a 5/8 inch rebar with cap;

(11) thence South 51 degrees 24 minutes 49 seconds West, a distance of 310.82 feet to a point;

(12) thence South 49 degrees 59 minutes 32 seconds West, a distance of 163.88 feet to a point;

(13) thence South 53 degrees 20 minutes 04 seconds West, a distance of 211.38 feet to a point;

(14) thence South 56 degrees 55 minutes 34 seconds West, a distance of 189.95 feet to a point;

(15) thence South 57 degrees 53 minutes 32 seconds West, a distance of 481.74 feet to a point;

(16) thence South 56 degrees 44 minutes 31 seconds West, a distance of 578.42 feet to a point;

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(16) *thence South 45 degrees 59 minutes 38 seconds West, a distance of 287.59 feet to a point;*

(17) *thence South 36 degrees 58 minutes 55 seconds West, a distance of 151.95 feet to a point;*

(18) *thence South 36 degrees 55 minutes 09 seconds West, a distance of 229.36 feet to a point;*

(19) *thence South 42 degrees 33 minutes 03 seconds West, a distance of 103.53 feet to a point;*

(20) *thence South 44 degrees 53 minutes 16 seconds West, a distance of 170.82 feet to a point;*

(21) *thence South 52 degrees 23 minutes 08 seconds West, a distance of 123.62 feet to a point;*

(22) *thence South 38 degrees 31 minutes 17 seconds East, a distance of 24.75 feet to a point;*

(23) *thence South 51 degrees 54 minutes 52 seconds West, a distance of 66.00 feet to a PK nail at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Ronald S. Ronsvalle on the Southwest;*

thence North 38 degrees 31 minutes 19 seconds West along the last mentioned division line, along the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Stanley E. Neigh and Hazel N. Neigh on the Southwest, and along the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Southwest, a distance of 56.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southeast and said property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Northwest;

thence North 51 degrees 28 minutes 43 seconds East, a distance of 16.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and said property owned by Fred J. Stone and Shirley D. Stone on the Southwest;

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thence North 38 degrees 31 minutes 17 seconds West along the last mentioned division line, a distance of 56.00 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Southeast;

thence South 51 degrees 28 minutes 43 seconds West along the last mentioned division line, a distance of 16.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Fred J. Stone and Shirley Deeb Stone on the Southwest;

thence North 38 degrees 31 minutes 17 seconds West along the last mentioned division line, a distance of 136.00 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Fred J. Stone and Shirley Deeb Stone on the Southeast;

thence South 51 degrees 28 minutes 43 seconds West along the last mentioned division line, a distance of 36.00 feet to a point at its intersection with the existing Shoreline of Cayuga Lake;

thence generally Northerly along said Shoreline, a distance of 4,711 feet, more or less, defined by the following four (4) chords and distances:

(1) North 31 degrees 20 minutes 00 seconds West, a distance of 1,030.76 feet to a point;

(2) thence North 12 degrees 06 minutes 25 seconds West, a distance of 1,117.23 feet to a point;

(3) thence North 18 degrees 16 minutes 16 seconds West, a distance of 1,143.50 feet to a point;

(4) thence North 12 degrees 11 minutes 02 seconds West, a distance of 1,241.70 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the South and the Parcel to be Retained by New York State Electric & Gas Corporation on the North;

thence along the last mentioned division line the following seven (7) courses and distances:

Continued

(1) South 89 degrees 53 minutes 55 seconds East, a distance of 341.37 feet to a 5/8 inch rebar with cap;

(2) thence South 82 degrees 57 minutes 21 seconds East, a distance of 2,100.00 feet to a 5/8 inch rebar with cap;

(3) thence North 10 degrees 27 minutes 25 seconds West, a distance of 24.75 feet to a 5/8 inch rebar with cap;

(4) thence North 79 degrees 32 minutes 39 seconds East, a distance of 1,166.28 feet to a 5/8 inch rebar with cap;

(5) thence North 85 degrees 27 minutes 44 seconds East, a distance of 170.25 feet to a point;

(6) thence North 87 degrees 42 minutes 52 seconds East, a distance of 398.52 feet to a point;

(7) thence North 87 degrees 57 minutes 59 seconds East, a distance of 1,234.97 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the East and saia Parcel to be Retained by New York State Electric & Gas Corporation on the West;

thence North 01 degree 20 minutes 08 seconds West along the last mentioned division line, a distance of 1,467.61 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the South and said Parcel to be Retained by New York State Electric & Gas Corporation on the North;

thence North 88 degrees 13 minutes 10 seconds East along the last mentioned division line, a distance of 676.39 feet to a 5/8 inch rebar with cap at its intersection with the above first mentioned boundary;

thence along said first mentioned boundary the following two (2) courses and distances:

(1) South 22 degrees 47 minutes 17 seconds East, a distance of 730.30 feet to a point;

Continued...

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(2) thence South 23 degrees 03 minutes 52 seconds East, a distance of 903.69 feet to the POINT OR PLACE OF BEGINNING. Containing 17,802,087 square feet or 408.6796 acres, more or less, as shown on the above referenced map.

Together with the rights under Reciprocal Easement as shown on the above referenced map between AES Eastern Energy, L.P. and New York State Electric & Gas Corporation dated as of May 1, 1998 being duly recorded in the Office of the Tompkins County Clerk.

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The above described parcel was Surveyed in accordance with the ALTA/ACSM Land Title Survey on April 16, 1998.

EXCEPTING from the above described Parcel III the Substation Parcel as follows:

COMMENCING at a Railroad Spike in the Centerline of Milliken Road, said Railroad Spike being 4130 feet Southwesterly measured along said centerline from a point at its intersection with the centerline of Relocated Milliken Road; thence North 08 degrees 06 minutes 12 seconds West through the property owned by New York State Electric & Gas Corporation, a distance of 1036.40 feet to a 5/8 inch rebar with cap at the POINT OR PLACE OF BEGINNING;

RUNNING THENCE from said POINT OR PLACE OF BEGINNING through said property owned by New York State Electric & Gas Corporation the following fifteen (15) courses and distances:

(1) North 18 degrees 27 minutes 27 seconds West, a distance of 120.43 feet to a 5/8 inch rebar with cap;

(2) thence North 71 degrees 32 minutes 33 seconds East, a distance of 24.00 feet to a 5/8 inch rebar with cap;

(3) thence North 19 degrees 00 minutes 30 seconds East, a distance of 50.72 feet to a 5/8 inch rebar with cap;

Continued...

(4) thence North 71 degrees 38 minutes 14 seconds East, a distance of 124.62 feet to a 5/8 inch rebar with cap;

(5) thence North 34 degrees 08 minutes 45 seconds East, a distance of 34.78 feet to a 5/8 inch rebar with cap;

(6) thence North 18 degrees 12 minutes 56 seconds West, a distance of 62.67 feet to a 5/8 inch rebar with cap;

(7) thence South 71 degrees 56 minutes 47 seconds West, a distance of 38.37 feet to a 5/8 inch rebar with cap;

(8) thence North 18 degrees 10 minutes 09 seconds West, a distance of 121.12 feet to a 5/8 inch rebar with cap;

(9) thence North 72 degrees 11 minutes 11 seconds East, a distance of 48.83 feet to a 5/8 inch rebar with cap;

(10) thence North 18 degrees 30 minutes 01 second West, a distance of 60.86 feet to a 5/8 inch rebar with cap;

(11) thence North 71 degrees 56 minutes 43 seconds East, a distance of 251.15 feet to a 5/8 inch rebar with cap;

(12) thence South 18 degrees 09 minutes 51 seconds East, a distance of 357.80 feet to a 5/8 inch rebar with cap;

(13) thence South 71 degrees 49 minutes 49 seconds West, a distance of 244.57 feet to a 5/8 inch rebar with cap;

(14) thence South 18 degrees 04 minutes 07 seconds East, a distance of 68.93 feet to a 5/8 inch rebar with cap;

(15) thence South 71 degrees 52 minutes 26 seconds West, a distance of 222.67 feet to the POINT OR PLACE OF BEGINNING. Containing 130,700 square feet or 3.0005 acres, more or less, as shown on the above referenced map.

Continued...

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Subject to any Municipal, Public, or Private easements in existence or of record. The above described parcel being all of the property acquired by NGE Generation, Inc. Recorded in the Tompkins County Clerk's Office in the following two (2) Deeds: (1) Liber 813 at Page 243 on February 13, 1998; and (2) Liber 824 at Page 200 on July 20, 1998.

All bearings are referred to True North at the 76 degree 35 minute Meridian of West Longitude.

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EXHIBIT B

(NYSEG Property)

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APPENDIX B

RESERVING to the Grantor ownership of that portion of the premises now occupied by the Grantor's 115-kV/34.5-kV electric substation, bounded and described below; the appurtenances covered by this reservation shall include, without limitation, the 115-kV electrical disconnect switches B1-66, B1-67, B2-66 and B2-67 and the 34.5-kV electrical disconnect switch ES-64:

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND situate, lying and being Northerly of Milliken Road in the Town of Lansing, County of Tompkins, and State of New York bounded and described as follows:

COMMENCING at a Railroad Spike in the Centerline of Milliken Road, said Railroad Spike being 4130 feet Southwesterly measured along said centerline from a point at its intersection with the centerline of Relocated Milliken Road; thence North 08 degrees 06 minutes 12 seconds West through the property owned by New York State Electric & Gas Corporation, a distance of 1036.40 feet to a 5/8 inch rebar with cap at the POINT OR PLACE OF BEGINNING;

RUNNING THENCE from said POINT OR PLACE OF BEGINNING through said property owned by New York State Electric & Gas Corporation the following fifteen (15) courses and distances:

(1) North 18 degrees 27 minutes 27 seconds West, a distance of 120.43 feet to a 5/8 inch rebar with cap;

(2) thence North 71 degrees 32 minutes 33 seconds East, a distance of 24.00 feet to a 5/8 inch rebar with cap;

(3) thence North 19 degrees 00 minutes 30 seconds East, a distance of 50.72 feet to a 5/8 inch rebar with cap;

(4) thence North 71 degrees 38 minutes 14 seconds East, a distance of 124.52 feet to a 5/8 inch rebar with cap;

(5) thence North 34 degrees 08 minutes 45 seconds East, a distance of 34.78 feet to a 5/8 inch rebar with cap;

(6) thence North 18 degrees 12 minutes 56 seconds West, a distance of 62.67 feet to a 5/8 inch rebar with cap;

(7) thence South 71 degrees 56 minutes 47 seconds West, a distance of 38.37 feet to a 5/8 inch rebar with cap;

(8) thence North 18 degrees 10 minutes 09 seconds West, a distance of 121.12 feet to a 5/8 inch rebar with cap;

(9) thence North 72 degrees 11 minutes 11 seconds East, a distance of 48.83 feet to a 5/8 inch rebar with cap;

(10) thence North 18 degrees 30 minutes 01 second West, a distance of 60.86 feet to a 5/8 inch rebar with cap;

(11) thence North 71 degrees 56 minutes 43 seconds East, a distance of 251.15 feet to a 5/8 inch rebar with cap;

(12) thence South 18 degrees 09 minutes 51 seconds East, a distance of 357.80 feet to a 5/8 inch rebar with cap;

(13) thence South 71 degrees 49 minutes 49 seconds West, a distance of 244.57 feet to a 5/8 inch rebar with cap;

(14) thence South 18 degrees 04 minutes 07 seconds East, a distance of 68.93 feet to a 5/8 inch rebar with cap;

(15) thence South 71 degrees 52 minutes 26 seconds West, a distance of 222.67 feet to the POINT OR PLACE OF BEGINNING. Containing 130,700 square feet or 3.0005 acres, more or less.

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Rebecca Francus

LIBER 847 PAGE 66

EXHIBIT C

(Electric and Gas Easements)

Maps filed in the Tompkins County Clerk's Office on April 28, 1999 in Map Drawer LL, Sheets 27 & 28 titled "Property conveyed to NGE GENERATION, INC. by NEW YORK STATE ELECTRIC & GAS CORPORATION - Milliken Station."

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EXHIBIT D

(Construction and Work Rules)

Each Party performing construction or other work on the easement of the other Party shall comply with the following rules and conditions with respect to such construction or other work:

1. During construction on the easement area, NYSEG and AEE shall each be fully liable to the other for any damage done. Determination of damage shall be left to the reasonable determination of the Parties.

2. All equipment used on the easement area shall maintain a minimum clearance from electrical wires as specified by the Occupational Safety and Health Act of 1970 ("OSHA"), 29 U.S.C. § 651 et seq., and its implementing regulations, as amended. Each Party shall comply with the clearance requirements of the "High Voltage Proximity Act," New York Labor Law § 202-h, as amended, and all requirements of the National Electric Safety Code (ANSI C2), as amended.

3. Each Party is on notice that induced voltage may occur during construction, operation, maintenance, or other work due to the proximity to electric facilities. Each Party, as appropriate, shall install appropriate grounding.

4. Each Party shall provide the other Party with a detailed proposal for review before performing any blasting in the easement area; no blasting shall occur within the easement area until the Party receiving notice has reviewed the blasting proposal and provided approval in writing. Such approval shall not be unreasonably withheld, delayed, or conditioned.

5. Each Party, at its sole expense, shall provide the other with an as-built survey of any facilities installed within the easement area within 30 days following completion of the installation.

6. Any underground facilities installed on the easement area shall be designed to support heavy equipment with an axle load of 22,000 lbs. Neither Party shall be responsible for damage to underground installations of the other Party due to the movement of heavy equipment with an axle load of 22,000 lbs. or less on the easement area.

7. Underground facilities to be installed by a Party shall be located as far as possible from plants, structures, buildings, towers, poles, supporting structures, anchors, and guy wires of the other Party. Twenty-five (25) feet is the recommended minimum. No grading shall occur within fifty (50) feet of a plant, structure, building,

tower or H-frame structure or related anchor installation, or within twenty-five (25) feet of a single pole or related anchor installation. Any grading up to the 50/25 foot limitation shall be accessible to vehicle traffic for maintenance purposes. A slope of 3H:1V or flatter is required. All grading shall be stabilized to prevent erosion.

8. Each Party shall furnish the other Party with a written proposal for any landscaping contemplated by the first Party in the easement area. The first Party shall not begin the landscaping work without the other Party's prior written approval of such proposal, which approval shall not be unreasonably withheld, delayed, or conditioned.

9. Any facilities built within the easement area shall be of standard construction and shall conform with all applicable codes and regulations. The constructing Party agrees to maintain such facilities in good repair and condition.

10. During construction any equipment used on the easement area shall drag chains or grounding straps to avoid sparks or shocks while handling metallic objects.

11. The Party performing the work shall place personnel grounding protection systems around any above-ground appurtenance (e.g., valve site) on the easement area.

12. A static electric charge may exist on underground metallic objects located in the vicinity of electric transmission and distribution lines. Until installation, each Party shall ground all metal objects that it stores on the easement area to avoid sparks and shocks.

13. Prior to welding pipe on the easement area, the Party performing the work shall bond and ground all pipe sections.

14. If a Party intends to install an underground pipeline on the easement area with cathodic protection, such Party shall first perform tests to insure that no cathodic protection current is being picked up by the grounding system of any electric transmission or distribution line. This testing shall be planned and performed in conjunction the other Party. The anode beds of any cathodic protection shall be placed on the opposite side of the pipeline from any transmission or distribution line.

15. If either Party installs any underground pipelines or facilities on the easement area, such Party shall place markers on the easement area identifying the location of the underground pipelines or facilities. Such Party shall also furnish the other Party with a sketch of construction showing distances from any electric transmission or distribution lines or structures to the underground pipelines or facilities.

16. A Party shall not raise or lower the grade during construction from that indicated on any development plans previously approved by other Party.

LIBER 847 PAGE 69

17. A Party shall comply with all applicable laws, rules, and regulations pertaining to construction and excavation performed on the easement area, including New York Public Service Law § 119-b, as amended, and 16 NYCRR Part 753, et seq., as amended, relating to protection of underground facilities and the one-call notification system.

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EXHIBIT E

(Environmental Investigation & Remediation Work)

The Parties' rights and easements set forth in Sections 3.1(h) and 3.2(d) shall include the following rights and/or be subject to the following conditions; provided, however, that the exercise of any such following right shall not unreasonably interfere with the use, enjoyment or future development of the Party's Property on which such right is exercised unless any applicable federal, state, local, or municipal law, rule, regulation, or consent order requires otherwise:

(a) Each Party's rights and easements shall include the right to enter upon, use, excavate, travel over, alter, improve, and occupy the other Party's Property for the purpose of conducting soil sampling, groundwater sampling, and other investigations, assessments, and tests, including invasive testing, as well as necessary, related, or resulting excavation, construction, remedial work, and other activities and work ancillary to the conduct of such investigations, assessments, sampling, remedial work, testing, and work. These rights and easements are granted for the accommodation of each Party's respective employees, agents, contractors, consultants, invitees, and subcontractors, as well as construction and other equipment, vehicles, materials, excavated earth, tools, accessories, and other necessary items required for the proper performance of such investigations, assessments, sampling, remedial work, testing, and work on the other Party's Property.

(b) That, as part of the use of the other Party's Property as provided herein, a Party shall be permitted to drill borings and holes, construct test wells and monitoring devices, both temporary and permanent, at its own expense, on the other Party's Property. To the extent permitted by applicable law, the location of such holes, borings, wells, and monitoring devices shall be situated as mutually agreed by the Parties.

(c) Except as provided in the following sentence, prior to conducting any investigation or remediation work on the other Party's Property, a Party shall first furnish the other Party with a work plan which, among other things, identifies the number and general location of any planned borings, piezometers, and monitoring wells and the analysis which the first Party plans to perform, and/or the anticipated scope and timing of any remediation work. Each Party waives this requirement for any spills, leaks, or other exposures which, in the exercise of reasonable judgment, require immediate action.

(d) Each Party acknowledges that the other Party may disclose the results of any testing or analysis it performs on soil, groundwater, and air samples taken from the first Party's Property to appropriate federal, state, local, and municipal environmental and health agencies as deemed necessary or prudent by the other Party.

Except as provided in the immediately preceding sentence and as otherwise required by law, each Party shall maintain such results in confidence and shall not otherwise disclose them to any third party without the other Party's prior written consent.

(e) Each Party agrees to furnish the other Party with a copy of any and all data and reports resulting from any environmental testing or analysis performed by the first Party on soil, groundwater, and air samples from the other Party's Property.

(f) Each Party shall promptly remove, or cause to be removed, from the other Party's Property, all debris, surplus material, and equipment when no longer actually needed for the conduct of the investigations, assessments, sampling, remedial work, testing, and work permitted hereunder, and shall restore the affected portions of the other Party's Property to substantially their condition before the conduct of such investigations, assessments, sampling, remedial work, testing, and work. Notwithstanding the foregoing, the first Party shall be permitted to leave in place any monitoring or testing devices which such Party installed and which such Party is required to maintain in order to comply with any applicable federal, state, local, or municipal laws, rules, regulations, or consent orders.

(g) Except as otherwise provided herein, any fencing, equipment, and other materials to be used, operated, installed, or situated by a Party on the other Party's Property shall be situated as mutually agreed by the Parties. Any obstruction required for the performance of work by a Party on the other Party's Property shall be temporary only and shall be removed by the first Party as soon as practicable following the completion of the activity requiring such obstruction.

LIBER 847 PAGE 72

EXHIBIT A

(Description of the Buyer Property)

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Following the Closing contemplated by the APA, NYSEG will continue to own certain real property, Interconnection Facilities, and Excluded Assets situated on or adjacent to Milliken Station which NYSEG plans to use in the normal conduct of its business.

In order for NYSEG and AEE each to (i) enjoy the full benefit of their respective property rights, (ii) fulfill legal requirements, and (iii) comply with their respective agreements under the Interconnection Agreement, each Party requires certain easements, licenses, rights of way, and other rights in, on, over, under, through, to, and above the other's real property and improvements.

NYSEG and AEE have agreed upon the following specific goals and objectives for this Agreement:

(a) AEE will grant NYSEG such easements, licenses, rights, and rights of way over Buyer Property (defined below) as NYSEG deems reasonably necessary or desirable to enable NYSEG and its employees, agents, consultants, contractors, and subcontractors to use and/or operate any and all NYSEG Property, as well as property, facilities, and equipment owned by third parties, located on or adjacent to the Buyer Property in the normal conduct of NYSEG's business, both current and future.

(b) NYSEG will grant AEE such easements, licenses, rights, and rights of way over NYSEG Property (defined below) as AEE deems reasonably necessary or desirable to enable AEE and its employees, agents, consultants, contractors, and subcontractors to use and/or operate any and all Buyer Property, as well as property, facilities, and equipment owned by third parties, located on or adjacent to NYSEG's Property in the normal conduct of AEE's business, both current and future.

(c) Each Party will exercise its rights hereunder in a manner which will avoid material disruptions in the other Party's business operations.

(d) Each Party will respect the security and safety of the other Party's employees, agents, consultants, contractors, subcontractors, and property in the exercise of its rights under this Agreement.

(e) Rules governing hours of access and security precautions will contain terms allowing full and complete access to a Party in order to safely and efficiently operate the Party's system and/or to investigate and rectify both potential and existing emergency situations.

(f) Each Party will exercise its rights hereunder in a manner which will avoid placing unreasonable burdens on such Property of the other Party as is subject to the applicable easement, license, right, or right of way. The provisions of this Article 1 are intended to be a general introduction to this Agreement and are not intended to expand the scope of the Parties' rights and obligations under this Agreement or to alter the plain meaning of the terms and conditions of this Agreement. However, to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed and interpreted so as to give effect to the provisions in this Article 1.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein and in the APA and ICA, and for ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof and sufficiency of which are hereby acknowledged, each intending to be legally bound and to bind their respective successors and assigns, hereby mutually agree as follows:

ARTICLE 2 - Intent and Definitions

2.1 Intent. This Agreement amends and restates in its entirety that certain unrecorded Reciprocal Easement Agreement between NYSEG and AES NY dated as of August 3, 1998.

2.2 Definitions in APA and ICA. Except for terms separately defined in this Agreement, capitalized terms used in this Agreement will have the same meanings provided for such terms in the APA and ICA.

2.3 Definitions in this Agreement. As used in this Agreement:

(a) "Access" shall mean, subject to the conditions set forth in this Agreement and a Party's right to impose reasonable security and safety restrictions protecting its employees, agents, consultants, contractors, subcontractors, invitees, property, and confidential information, full and unimpeded access, in common with the Grantor (defined below), over and through such roads, paths, walkways, corridors, hallways, doorways, and other means of entry or exit as exist now and from time to time on the Grantor's property, or, where no means of access exist, over and through those areas of the Grantor's property which are (i) reasonably necessary for achieving the Grantee's underlying purpose, and (ii) least likely to impede or damage the Grantor's property or operations; it shall also include access and right of way for the Grantee's employees, agents, consultants, contractors, subcontractors, invitees, cars, vehicles, trucks, trailers, heavy machinery, equipment, materials, and all other apparatus and items reasonably necessary for

achieving the Grantee's underlying purpose. This term is as defined whether or not capitalized in this Agreement.

(b) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

(c) "Agreement" shall mean this Amended and Restated Reciprocal Easement Agreement.

(d) "AEE" shall mean AES Eastern Energy, L.P., its Affiliates, successors, and assigns, as well as their respective employees, agents, consultants, contractors, and subcontractors.

(e) "Buyer Improvements" shall mean any and all buildings, structures, and facilities now situated or hereafter erected on the Buyer Property, excluding any Excluded Assets and NYSEG Interconnection Facilities.

(f) "Buyer Property" shall mean the real property described in Exhibit A, attached hereto and incorporated herein, as well as any and all Buyer Improvements.

(g) "Communication Facilities" shall mean wires, cables, fiber optic cables, devices, poles, lines of poles, towers, lines of towers, supporting structures, switches, and other related equipment, facilities, and appurtenances, both above-ground and underground, whether owned by a Party hereto or by a third party, and which are used for the transmission of voice communications, data, and/or information.

(h) "Electric Facilities" shall mean towers, poles, lines of towers, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment located on the Buyer Property, and/or which NYSEG may reasonably require now and from time to time on the Buyer Property for the transmission and/or distribution of electric current and for communication purposes, for public or private use.

(i) "Gas Facilities" shall mean underground pipelines, pipes, hand/man holes, ducts, conduits, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment located on the Buyer Property which NYSEG may reasonably require now and from time to time on the Buyer Property for the transmission and/or distribution of natural and/or manufactured gas.

(j) "Grantee" shall mean the party who enjoys the principal benefit of the applicable easement, license, right, or right of way. This term is as defined whether or not capitalized in this Agreement.

(k) "Grantor" shall mean the owner of, or the holder of a leasehold interest in, the property and/or improvement affected by the applicable easement, license, right, or right of way. This term is as defined whether or not capitalized in this Agreement.

(l) "Including" shall mean including without limitation. This term is as defined whether or not capitalized in this Agreement.

(m) "NYSEG" shall mean New York State Electric & Gas Corporation, its Affiliates, successors, and assigns, as well as their respective employees, agents, consultants, contractors, and subcontractors.

(n) "NYSEG Improvements" shall mean any and all (i) buildings, structures, and facilities situated or erected on the NYSEG Property, (ii) NYSEG Interconnection Facilities situated or erected on the NYSEG Property, and (iii) the Substation Improvements; but excluding any and all (x) Buyer Purchased Assets, and (y) Joint Use Facilities owned by AEE.

(o) "NYSEG Property" shall mean the real property described in Exhibit B, attached hereto and incorporated herein, as well as any and all NYSEG Improvements.

(p) "Qualified Personnel" shall mean individuals trained for their positions pursuant to Good Utility Practice or other applicable minimum qualification standards generally recognized within the relevant field of expertise or endeavor.

(q) "Substation Improvements" shall mean all buildings, fencing, structures, fixtures, grounding wire and conductors, facilities, equipment, and other improvements (together with any subterranean footings, foundations, columns, and piles supporting same, and any related piping, sumps, and other underground appurtenances that are an integral part thereof) as well as all incidents and appurtenances thereto, which are owned and/or used by NYSEG now or in the future as, or in connection with, electrical substation(s), including all additions, replacements, and expansions thereto.

2.4 Additional Definitions. Additional defined terms not defined in this Article 2 or in the APA and ICA have the meanings set forth elsewhere in this Agreement.

2.5 Interpretation. (a) With respect to any easement, license, right, or right of way created by this Agreement, the words "in," "upon," "to," "on," "over," "above," "through," and/or "under" shall be interpreted to include all of such terms, and (b) the term "use" shall be interpreted to include "use, operate, maintain, repair, upgrade, clean, install, alter, remove, inspect, construct, modify, restore, rebuild, replace, and expand within the defined scope of the easement, license, right, or right of way to meet the current and future needs of a Party hereto."

ARTICLE 3 - Easements

3.1 Grant of Easements to NYSEG. AEE does hereby establish, grant, and convey to NYSEG the following easements for the following purposes:

(a) An easement on the Buyer Property (i) permitting any and all NYSEG Interconnection Facilities and Excluded Assets located on the Buyer Property to remain in their present locations, and (ii) to use the NYSEG Interconnection Facilities and Excluded Assets in the manner described in this Agreement and the ICA and in the normal conduct of NYSEG's business, both current and future;

(b) An easement over the premises described in Exhibit C, attached hereto and incorporated herein (i) permitting any and all Electric Facilities located on the Buyer Property, along with any Communication Facilities attached thereto, to remain in their present locations on the Buyer Property, and (ii) to use the easement, the Electric Facilities, and the Communication Facilities for the transmission and/or distribution of electric current and for communications purposes, for public or private use;

(c) An easement over the premises described in Exhibit C, attached hereto and incorporated herein (i) permitting any and all Gas Facilities located on the Buyer Property, along with any Communication Facilities situated therewith, to remain in their present locations on the Buyer Property, and (ii) to use the easement, Gas Facilities, and the Communication Facilities for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes, for public or private use;

(d) An easement on the Buyer Property (i) permitting any and all Communication Facilities located on the Buyer Property which are connected to the NYSEG Property, the NYSEG Interconnection Facilities, Revenue Meters (defined below), RTUs (defined below), SCADA systems (defined below), and/or the Excluded Assets, to remain in their present locations, and (ii) to use the Communication Facilities in the normal conduct of NYSEG's business, both current and future, including use by, or for the benefit of, third parties;

(e) An easement on the Buyer Property (i) permitting any portions of the Substation Improvements situated on the Buyer Property to remain in their present locations, and (ii) to use such portions of the Substation Improvements in the normal conduct of NYSEG's business, both current and future;

(f) An easement on the Buyer Property (i) permitting any and all revenue meters ("Revenue Meters"), remote terminal units ("RTUs"), and SCADA systems (all as defined in the ICA) owned by NYSEG and located on the Buyer Property to remain in their present locations, and (ii) to use the Revenue Meters, RTUs, and SCADA systems in accordance with the ICA and/or in the normal course of NYSEG's business, both current and future; AEE acknowledges that the easement granted hereunder is for the benefit of NYSEG and any and all third parties requiring access to, and use of, the Revenue Meters, RTUs, and/or SCADA systems pursuant to the ICA;

(g) An easement on the Buyer Property (i) permitting the future installation of poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communication facilities, and all related above-ground and underground facilities, appurtenances, and equipment in order to connect two (2) or more electrical substations owned by NYSEG; provided, that NYSEG agrees to use the least intrusive to AEE of the commercially reasonable available alternatives to connect such substations, and (ii) to use such poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment in the normal conduct of NYSEG's business, both current and future;

(h) An easement to use the Buyer Property to perform environmental investigation and remediation work in connection with an Environmental Condition on the Buyer Property, NYSEG Property, and/or the property of any third party or parties, arising from or in connection with NYSEG's use and operation of the NYSEG Property, including those additional easements and rights and subject to those conditions set forth in Exhibit E, attached hereto and incorporated herein;

(i) An easement on the Buyer Property (i) to permit any drainage pipes and systems which serve the NYSEG Property to remain in their present locations on the Buyer Property, and (ii) to allow rainwater and runoff collecting within drainage and collection systems on the NYSEG Property to drain into and through the drainage systems on the Buyer Property;

(j) An easement on the Buyer Property to (i) permit any grounding wire or conductor located around the Substation Improvement(s) and on the Buyer Property to remain in its present location, or, where no grounding wire or conductor is installed, an easement to install new grounding wire or conductor on such portion of the Buyer Property as is located within six (6) feet of the perimeter fence(s) surrounding the Substation Improvements, and (ii) use such grounding wire or conductor in the normal conduct of NYSEG's business, both current and future;

(k) An easement on the Buyer Property (i) permitting the future installation of Communication Facilities between the communication facilities of NYSEG's actual or proposed communication service provider and the NYSEG Property, the NYSEG Interconnection Facilities, and/or the Excluded Assets, and (ii) to use such Communication Facilities in the normal conduct of NYSEG's business, both current and future, including use by, or for the benefit of, third parties;

(l) An easement on the Buyer Property for all purposes deemed reasonably necessary or convenient by NYSEG in exercising any right or fulfilling any obligation under this Agreement or the ICA, including maintenance of the NYSEG Interconnection Facilities in the manner described in the ICA;

(m) An easement on the Buyer Property to use on a temporary basis such portions of AEE's parking facilities as are reasonably necessary for the purpose of parking cars, trucks, vehicles, trailers, heavy machinery, equipment, materials, and all other apparatus and items belonging to NYSEG in the exercise of any easement, license, right, or right of way under this Agreement, including the right to temporarily store materials needed for the exercise thereof; provided, however, that any such parking and storage shall be undertaken in such a manner as will minimize disruption to AEE's business and operations and shall be in accordance with reasonable security and safety rules established by AEE;

(n) An easement on the Buyer Property for access to the brine concentrating system currently located in the FGD Building (the "Brine Concentrator") for the purpose of operating, inspecting and testing such Brine Concentrator; and

(o) An easement on the Buyer Property for access, in accordance with Section 6.2 of the APA, (i) as requested to Milliken Station, at reasonable times and on reasonable prior notice, by NYSEG, the United States Department of Energy (the "DOE"), the DOE contracting officer or the DOE contracting officer's Technical Project Officer for the purposes of allowing government officials and interested members of the public to observe the work and the effect of the work

performed pursuant to the Cooperative Agreements (as defined in the APA) on the operation of Milliken Station, and (ii) as requested by NYSEG for the purpose of allowing members of the public to observe the operation of the Topaz System as that term is used in the APA.

3.2 Grant of Easements to AEE. NYSEG does hereby establish, grant, and convey to AEE the following easements on the NYSEG Property for the following purposes:

(a) An easement (i) permitting any and all of the Buyer's Purchased Assets and Joint Use Facilities owned by AEE and located on the NYSEG Property to remain in their present locations, and (ii) to use such Buyer's Purchased Assets and Joint Use Facilities in the manner described in this Agreement and the ICA and in the normal conduct of AEE's business, both current and future;

(b) An easement for all purposes deemed reasonably necessary or convenient by AEE in exercising any right or fulfilling any obligation under this Agreement or the ICA, including maintenance of the Buyer's Purchased Assets and Joint Use Facilities owned by AEE in the manner described in the ICA;

(c) An easement to permit any drainage pipes and systems which serve the Buyer Property and which cross the NYSEG Property to remain in their present locations on the NYSEG Property and to allow rainwater and runoff collecting within the drainage and collection systems on the Buyer Property to drain into and through such drainage pipes and systems which cross the NYSEG Property;

(d) An easement to use the NYSEG Property to perform environmental investigation and remediation work in connection with an Environmental Condition on the Buyer Property, NYSEG Property, and/or the property of any third party or parties, arising from or in connection with AEE's use and operation of the Buyer Property, including those additional easements and rights and subject to those conditions set forth in Exhibit E, attached hereto and incorporated herein;

(e) An easement (i) permitting any and all towers, poles, lines of towers, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment owned by AEE and located on NYSEG Property, and/or which AEE may reasonably require now and from time to time, to remain in their present locations on the NYSEG Property, and (ii) to use and maintain the easement, the electric facilities and Communication Facilities;

(f) An easement (i) permitting any and all underground pipelines, pipes, hand/man holes, ducts, conduits, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment owned by AEE and located on the NYSEG Property, and/or which AEE may reasonably require now and from time to time on the NYSEG Property for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes, for public or private use, to remain in their present locations on the NYSEG Property, and (ii) to use and maintain the easement, Gas Facilities, and the Communication Facilities for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes for public or private use; and

(g) An easement (i) permitting any and all Communication Facilities located on the NYSEG Property which are connected to the Buyer Property to remain in their present locations, and (ii) to use the Communication Facilities in the normal conduct of AEE's business, both current and future, including use by, or for the benefit of, third parties.

3.3 General Scope of Easements. (a) Except as otherwise provided in Section 3.3(b), below, each easement granted hereby is and shall be a perpetual grant, transfer, conveyance, and right of use, as well as an easement, subject to the terms of this Agreement, for the benefit of the Grantee, whether NYSEG or AEE, and any future owner of, or the holder of any interest in, the respective Facilities, Property, and/or Improvements of each of them.

(b) Any easement, license, right, or right of way granted for purposes of enabling a Party to exercise any right or fulfill any obligation set forth in the ICA will last for the term of the ICA or longer if the right or obligation either (i) survives the ICA, or (ii) is necessary for the conduct of business by a Party hereto or by a future owner of the Facilities, Property, and/or Improvements of a Party hereto.

(c) Without in any way limiting its rights as the fee simple (or leasehold) owner of its property, the Grantor reserves all rights in and to such portions of its property as are subject to an easement, license, right, or right of way in favor of the Grantee pursuant to this Agreement, to the extent that such rights are not inconsistent with and do not materially interfere with the Grantee's aforesaid easement, license, right, or right of way, or the use thereof.

(d) Whenever an easement, license, right, or right of way conveyed to a Grantee includes the right to install, erect, or construct any new facilities not in existence on the Effective Date hereof, the Grantee shall not exercise such right in any way which would unreasonably or materially burden the Property of the Grantor beyond the burden anticipated by this Agreement, without, in each case, the express, prior written consent of

the Grantor, which consent shall not be unreasonably withheld, delayed, or conditioned. In addition, prior to commencing any such installation, erection, or construction of new facilities, the Grantee shall provide the Grantor with written plans therefor (which plans shall indicate the planned site for such new facilities) and, if such new facilities when located at such planned site would unreasonably or materially burden the Grantor's Property (or the use or development thereof), the Grantor shall have the right to require the Grantee to locate such new facilities on a different site selected by the Grantor on the Grantor's Property, which right shall be exercised promptly if at all; provided, however, that (i) the Grantor shall bear any and all reasonable costs, whether direct or indirect, incurred by the Grantee in installing, erecting, or constructing such new facilities at such different site to the extent that such costs are in excess of the costs that would have been incurred by the Grantee if it had installed, erected, or constructed such new facilities at such planned site; (ii) such different site shall not be materially less useful to the Grantee as a location for such new facilities than such planned site would have been; (iii) the installation, erection, or construction of such new facilities at such different site (rather than at such planned site) shall not adversely affect the business or operations of the Grantee; and (iv) if this Agreement has not already granted the Grantee an easement, license, right, or right of way that would permit the Grantee to use such new facilities on such different site, (a) the Parties shall promptly modify or amend this Agreement to grant the Grantee such an easement, license, right, or right of way, (b) the interest so granted shall be of the same type as the interest pursuant to which such planned site was available to the Grantee, and (c) any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the Grantor. NYSEG shall provide reasonable prior written notice to AEE prior to commencing any activities at the Brine Concentrator as permitted by Section 3.1(n) hereof.

3.4 Interpretation. The following shall apply in interpreting any easement granted pursuant to this Agreement:

(a) Each easement is irrevocable.

(b) Each easement may be enjoyed without charge or fee to the Grantee of the easement.

(c) Each easement is also a grant of such additional easement and right of access over the Grantor's Property as are reasonably necessary to accomplish the purpose of the easement, to perform any rights or obligations hereunder or in the ICA, and to comply with any legal requirements affecting the Grantee or its Facilities, Property, and/or Improvements.

(d) Maintenance, repair, alteration, restoration, rebuilding, construction, upgrading, cleaning, installation, removal, modification, replacement, expansion, or other work by the Grantee upon the Facilities, Property, and/or Improvements of the Grantor shall be subject to the following conditions:

(1) Except in the event of an emergency, work shall be done upon advance notice as set forth in the ICA, which terms are incorporated herein by reference and which shall survive the termination of the ICA for any reason;

(2) Work and access shall be permitted only to Qualified Personnel;

(3) For substantial or material work, the Grantee shall furnish the Grantor with reasonably detailed written plans and specifications for the work in advance and shall consult with the Grantor on the performance and progress of the work;

(4) Work shall be performed so as to interfere as little as possible with the Grantor's use and enjoyment of its Facilities, Property, and Improvements;

(5) Except as otherwise provided in Exhibit D hereto, the Grantor shall not be liable for damage, if any, which may be caused by the Grantor's normal and reasonable use of the easement area;

(6) Following completion of the work, the Grantee shall restore the Grantor's Facilities, Property, and Improvements to the same or as good a condition as existed before the commencement of the work; and

(7) The Grantee shall indemnify and hold the Grantor harmless from and against any and all claims, losses, costs, expenses, and liabilities (including reasonable attorneys' fees and costs) to the extent caused by or arising from the performance of such work.

(e) Any easement which permits a Grantee to maintain its property, equipment, facilities, and appurtenances on the Property owned by the Grantor also includes the right to maintain in place on the Grantor's Property any and all wires and cables connecting such property, equipment, facilities, and appurtenances to (i) the devices, machinery, and equipment which they measure, regulate, and/or control, and (ii) power sources.

(f) Any easement and right of way for Electric, Gas, and/or Communication Facilities includes the right to (i) trim, cut, burn, treat, and/or remove by manual, mechanical, and chemical means, all in accordance with any and all applicable legal requirements in connection therewith, any and all trees, brush, and vegetation within the easement area, as well as such trees, brush, and vegetation outside of the easement area as is deemed reasonably necessary by the Grantee for the safe and secure operation of its Facilities, and (ii) reasonable access over and across the Grantor's Property for purposes of performing the aforementioned acts.

3.4A Relocation of Easements. Either Party may, upon reasonable written notice received by the other Party, require such other Party to remove any of such other Party's property, real, personal or mixed, from its site on the first Party's Property and, if such other Party so desires, such other Party shall establish (by purchase, relocation, construction or otherwise) functionally equivalent property selected by such other Party on a new site selected by the first Party on the first Party's Property; provided, however, that (i) any and all reasonable costs, whether direct or indirect, incurred by such other Party in connection with such removal and establishment (including any disposal of property associated therewith) shall be borne by the first Party; (ii) such removal and establishment shall result in such other Party possessing property and a site therefor that are not materially less useful to such other Party than were the prior property and site; (iii) such removal and establishment shall not adversely affect the business or operations of such other Party; and (iv) if this Agreement has not already granted such other Party an easement, license, right, or right of way that would permit such other Party to use such functionally equivalent property on such new site, (a) the Parties shall promptly modify or amend this Agreement to grant the other Party such an easement, license, right, or right of way, (b) the interest so granted shall be of the same type as the interest pursuant to which such prior site was available to such other Party, and (c) any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the first Party. If the removal of any property has the effect of ending the usefulness to such other Party of any portion of the first Party's Property, such other Party shall, upon reasonable written notice received from the first Party, execute a modification or amendment to this Agreement that terminates the status of such portion of the first Party's Property as an area subject to an easement, license, right, or right of way, as the case may be, of such other Party; provided, however, that any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the first Party.

3.5 Electric and Gas Easements. The course and dimensions of the easements granted to NYSEG by AEE for the Electric Facilities and Gas Facilities shall be limited to the electric and gas easement areas shown and/or described on the maps referenced in Exhibit C, attached hereto and incorporated herein.

3.6 Rules and Regulations. (a) NYSEG and AEE will each comply with the rules and regulations set forth in Exhibit D, attached hereto and incorporated herein, when performing any construction or other work on any easement granted to the other by this Agreement, as well as with any other applicable conditions, rules, and regulations set forth in this Agreement or the ICA, or as imposed by applicable law.

(b) NYSEG and AEE will each comply with the rules and regulations set forth in Exhibit E, attached hereto and incorporated herein, in the conduct of any environmental investigation and remediation work on the Property of the other, as well as any applicable legal requirements.

(c) Each Party will provide the other Party with keys, access codes, or other access methods necessary to enter such portions of the first Party's Facilities, Property, and Improvements as are reasonably necessary to effectuate the purposes of this Agreement. Access will be afforded in accordance with any mutually acceptable rules and regulations of the Parties.

(d) Each Party may promulgate additional rules and regulations governing the conduct of the other Party in the exercise of easements, licenses, rights of way, and rights under this Agreement provided such rules and regulations do not unreasonably interfere with, or impede, the affected Party's easements, licenses, rights, and rights of way as set forth herein or in the ICA.

3.7 No Obstruction. (a) Neither NYSEG nor AEE shall obstruct in any material way the easements, licenses, rights, or rights of way granted or created pursuant to this Agreement or render them impassable or unusable in any material way or otherwise in any material way interfere with the use and enjoyment of the easements, licenses, rights, or rights of way granted or created pursuant to this Agreement.

(b) Neither NYSEG nor AEE shall make any changes to the topography or accesses on its respective Property, including grading or drainage, that could reasonably be expected to adversely affect the other Party's Facilities, Property, Improvements, common-use drainage systems, or pollution control systems, or the exercise of any right or fulfillment of any obligation in this Agreement or in the ICA, without the prior written consent of the other Party, which consent will not be unreasonably withheld.

3.8 Repair and Maintenance. Each Party, as Grantee of any easement, license, right, or right of way hereunder, at its sole cost and expense and with Qualified Personnel, shall maintain the area of such easement and its facilities located thereon in a good, safe, and secure operating condition, in compliance with all applicable legal requirements, and otherwise in such a manner as does not unreasonably interfere with the Grantor's use of its property.

3.9 Effective Date. This Agreement will be effective on May 14, 1999.

3.10 No Interference. AEE represents to NYSEG that it has the right, title and authority to grant the easements described herein and that it will cause the Owner Trusts, at AEE's sole cost and expense, to permit access to the improvements located on the Buyer Property so that NYSEG may enjoy the rights under this Agreement without interference from the Owner Trusts.

3.11 Brine Concentrator. (a) The easement rights conveyed pursuant to Section 3.1(n) hereof shall also include NYSEG's right to request that AEE operate the Brine Concentrator under normal operating conditions at a mutually acceptable time and for a reasonable duration; provided, however that AEE shall not be obligated to perform such activities if AEE reasonably determines that (a) such operations will interfere with the generating plant located on the Property or (b) the Brine Concentrator in its then "as is" condition is not capable of being operated. All labor, equipment, materials, fuel and other costs and expenses associated with operating the Brine Concentrator at NYSEG's request shall be borne by NYSEG and paid to AEE within fifteen (15) days after receipt of a bill therefor. NYSEG agrees to indemnify and hold AEE harmless from and against any and all claims, losses, costs, expenses and liabilities (including reasonable attorney's fees and costs) to the extent caused by NYSEG's acts and omissions on the performance of work on the Brine Concentrator. Notwithstanding anything to the contrary contained herein, neither NYSEG nor AEE has any obligation to make the Brine Concentrator fully or partially operational or effective.

(b) Unless requested by NYSEG as provided in subparagraph 3.11(a) above or with the prior consent of NYSEG, AEE agrees not to move, dismantle or disturb the Brine Concentrator during the pendency of the action in the Supreme Court of the State of New York for Albany County entitled "Gorman Brothers, Inc. v. New York State Electric & Gas Corporation" or any appeal of such litigation.

ARTICLE 4 - Taxes, Assessments, and Other Charges

4.1 Payment of Taxes. AEE, with respect to the Buyer Property, and NYSEG, with respect to the NYSEG Property, shall pay and discharge all of the following ("Real Estate Taxes") whether or not now within the contemplation of the Parties hereto: (i) all real estate taxes, assessments, water, water meter (including any expenses incident to the installation, repair, or replacement of any water meter) and sewer rents, and other governmental impositions and charges, taxes, rents, levies, and sums of every kind or nature whatsoever, extraordinary as well as ordinary, and whether or not now within the contemplation of the parties hereto, as shall at any time be imposed by any governmental or public authority on, or become a lien in respect of, the Buyer Property or the NYSEG Property, as the case may be, or any part thereof, or which may become due and payable with respect thereto, and any and all taxes, assessments, and charges levied, assessed or

imposed upon the Buyer Property or the NYSEG Property, as the case may be, in lieu of, or in addition to, the foregoing, under or by virtue of any present or future laws, rules, requirements, orders, directives, ordinances, or regulations of the United States of America, or of the State of New York, or of any subdivision thereof, or of any lawful governmental authority whatsoever, and any interest or penalties thereon, and (ii) all other taxes (excluding gains, sales, and income taxes but including occupancy taxes which are measured by income) measured by ownership of the Buyer Property or the NYSEG Property, as the case may be.

4.2 Personal Property Taxes. AEE and NYSEG shall each pay and discharge its respective portion of all of the following ("Personal Property Taxes") whether or not now within the contemplation of the Parties hereto: all taxes and assessments which shall or may be charged, levied, assessed, or imposed upon, or become a lien upon, the personal property of AEE or NYSEG, as the case may be, used in the operation of or in connection with its business conducted at the Buyer Property or the NYSEG Property, as the case may be.

4.3 Timing of Payment. Subject to the provisions of Section 4.5, AEE and NYSEG shall each comply with its covenant to pay and discharge all Real Estate Taxes and Personal Property Taxes by paying such Taxes directly to the appropriate taxing authorities prior to the expiration of the period within which payment is permitted without penalty or interest. AEE and NYSEG shall within twenty (20) days of written request of a Party, produce the most recent official receipts from the appropriate taxing authorities evidencing such payment certified by AEE or NYSEG, as the case may be, to the other Party hereto.

4.4 Cooperation with Respect to Tax Abatements. AEE and NYSEG will cooperate with each other in obtaining and/or retaining any tax abatement for which the Buyer Property or NYSEG Property may be eligible. Upon written request of the Party seeking an abatement, the other Party hereto will execute and file any and all documents and instruments reasonably necessary to obtain and retain such abatement, without the assumption of any liabilities or obligations, provided that the Party seeking such abatement shall reimburse the cooperating Party for any reasonable expense that such cooperating Party may incur in connection therewith.

4.5 Tax Contests. AEE, with respect to the Buyer Property, and NYSEG, with respect to the NYSEG Property:

(a) may contest in good faith by appropriate proceedings diligently and continuously conducted, at its sole cost and expense, any Real Estate Tax, Personal Property Tax, or charge or similar item and, where permitted by law, pay the same under protest;

(b) shall pay and discharge such contested items as finally adjudicated or settled, with interest and penalties, and all other charges directed to be paid in or by any such adjudication or settlement; and

(c) may, in its sole discretion, consolidate any proceeding to obtain a reduction in the assessed valuation with any similar proceeding or proceedings brought by it and relating to any one or more other tax years.

Any refunds from any such contest shall belong wholly to the owner of the Property in question.

ARTICLE 5 - Mechanics' Liens

5.1 Notice Regarding Labor and Materials. Notice is hereby given that neither AEE nor NYSEG shall be liable for any work, labor, services, or materials furnished or to be furnished on credit to the other or to any other persons or entities claiming under the other, and that no mechanics' or other lien for any such work, labor, services, or materials furnished to the other or such other persons or entities shall attach to or affect any interest of AEE in and to the Buyer Property (including, without limitation, with respect to the Brine Concentrator) or NYSEG in and to the NYSEG Property.

5.2 Disposition of Liens. NYSEG shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the Buyer Property or any portion thereof for any work, labor, services, or materials claimed to have been performed or furnished for or on behalf of NYSEG or any person or entity holding any portion thereof through or under NYSEG. AEE shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the NYSEG Property or any portion thereof for any work, labor, services, or materials claimed to have been performed or furnished for or on behalf of AEE or any person or entity holding any portion thereof through or under AEE. If NYSEG or AEE shall fail to discharge, remove, or satisfy any such lien which it is obligated to discharge, remove, or satisfy hereunder within ten (10) days after notice of the existence of the lien has been given to it, the other Party may pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the rate set forth in Section 7.3, below, shall be paid by the defaulting Party upon demand to the Party who effected such cure.

ARTICLE 6 - Condemnation

6.1 Right to Participate. In the event that either the Buyer Property or the NYSEG Property, or any portion thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or any agreement with those authorized to exercise such right (any such matter being hereinafter referred to as a "Taking"), whether

such Taking be a permanent Taking or a temporary Taking, any person or entity having an interest in the award shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting its interest. Each Party so participating shall pay its own expenses.

6.2 Total Taking. A "Total Taking" shall be deemed to have occurred as to the Property of either Party when the entire Property of such Party shall be Taken or a substantial part of such Property shall be Taken and the untaken portion of the Property would, following the completion of restoration, be unsuitable for the operation and the use thereof in the manner so operated and used prior to the Taking. Upon a Total Taking, this Agreement shall terminate with respect to the Property Taken except with respect to the disposition of the award.

6.3 Disposition of Award. In the event of a Taking each Party shall be entitled to share in the award to the extent of its interest therein, and to assert a claim for consequential damages to and diminution of the value of its Property not so Taken.

ARTICLE 7 - Defaults

7.1 Events of Default. Each and every one of the following events shall constitute an "Event of Default" under this Agreement: (a) if a defaulting Party fails to make any payment due from the defaulting Party to the non-defaulting Party within twenty (20) days of receipt of a written demand in reasonable detail for such payment, (b) if a defaulting Party fails to make any payment due from the defaulting Party to any person or entity other than the non-defaulting Party within twenty (20) days of receipt of a written notice from the non-defaulting Party to the defaulting Party of such failure to pay, and such failure could result in the imposition of a lien on the Facilities, Property, or Improvements of the non-defaulting Party, and (c) if a defaulting Party fails to perform any non-monetary obligations hereunder, and said defaulting Party fails to cure such failure within thirty (30) days of receipt of written notice from the non-defaulting Party stating with particularity the nature of the default; provided, however, if such default is of a nature that it cannot be cured within thirty (30) days following receipt of such notice, an Event of Default shall not have occurred if the defaulting Party shall within such thirty (30) days commence the necessary cure and shall at all times thereafter diligently and continuously prosecute such cure to completion.

7.2 Right of Self Help. The non-defaulting Party may, at its election, following the occurrence of a non-monetary Event of Default, undertake the cure of such default on behalf of the defaulting Party. The non-defaulting Party is hereby granted an easement to enter upon, through or under the Facilities, Property, or Improvements of the defaulting Party to effect such cure. Following the occurrence of an Event of Default involving the non-payment of money to a person or entity not a party to this Agreement, the non-defaulting Party may make such payment on behalf of the defaulting Party. All

reasonable costs and expenses incurred by the non-defaulting Party in effecting such cure or payment shall be paid by the defaulting Party upon written demand.

7.3 Interest. Following the occurrence of an Event of Default involving the non-payment of money by the defaulting Party or the expenditure of money by the non-defaulting Party, all money owed by the defaulting Party shall bear interest at the lesser of 1-1/2% per month or the highest maximum rate of interest permitted by law retroactively from the due date to and including the actual date of payment.

7.4 Enforcement Rights. In addition to any other rights set forth in this Agreement, but without limitation, enforcement of this Agreement may be had by legal or equitable proceedings against any defaulting Party either to specifically enforce, restrain, or enjoin the violation of any restriction, covenant, condition, agreement, term, representation, or warranty herein contained or to recover damages.

7.5 No Forfeiture. Except by the enforcement of a judgment lien against the property of the defaulting Party, nothing contained in this Agreement shall create any reversion, condition, or right of re-entry or other provisions for forfeiture under which either Party can be cut off, subordinated, or otherwise disturbed in the possession of its property.

ARTICLE 8 - Miscellaneous

8.1 Exhibits. Exhibits attached to this Agreement are part of this Agreement and the material contained in such Exhibits shall be construed and interpreted as if contained within the text of the Agreement.

8.2 Headings. The Article and Section headings of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope and intent of this Agreement, nor in any way affect this Agreement.

8.3 Interpretation. Words of any gender in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its choice of law rules.

8.5 Entire Agreement. This Agreement, read with the APA and ICA, constitutes the entire Agreement between the parties hereto and supersedes all prior agreements and undertakings relating to the subject matter hereof.

8.6 Modifications, Waivers, Consents. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by AEE and NYSEG. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought.

8.7 Binding Effect. This Agreement, and the covenants, conditions, restrictions, encumbrances, licenses, rights, rights of way, and easements set forth in this Agreement, shall attach to, burden, and run with the Buyer Property and the NYSEG Property, as applicable, and shall be appurtenant to the Property of the other, i.e., the Buyer Property and the NYSEG Property, or one of the subparcels of such Property as shall be appropriate, and shall be binding upon the Parties hereto and their respective successors, assigns, grantees, transferees, and tenants and shall inure to the benefit and use of the Parties hereto and their respective heirs, successors, assigns, grantees, transferees, and tenants. Each Grantee of any portion of or interest in the Property and each mortgagee which succeeds to the ownership of any portion of the Property, shall be deemed, by the acceptance of a deed, to have agreed to perform each and every undertaking created hereunder attributable to the portion of the Property in which such Grantee or mortgagee has acquired an interest.

8.8 Covenants Not Conditions. The provisions of this Agreement shall be construed as covenants and not as conditions.

8.9 Severability of Void Provisions. If any provision of this Agreement, or the application thereof to any Party, shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof or the application of such provision to any Party or any person or entity or any circumstance other than that as to which it is held to be invalid, illegal, or unenforceable, nevertheless shall remain in full force and effect and not be affected by such invalidity, illegality, or unenforceability.

8.10 Estoppel Certificates. AEE and NYSEG shall, upon not less than twenty (20) days prior written notice from the other, deliver a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement is in full force and effect as modified, and identifying the modifications), and (b) whether or not any Party is known to be in default under any provision under this Agreement, and if such a default is known, the nature of such default.

8.11 Notices. Any notice required or permitted to be given under this Agreement shall be given in the manner specified in the ICA, which provisions are incorporated herein by reference and shall survive the termination of the ICA for any reason.

8.12 Independent Covenants. None of the licenses, rights, rights of way, and easements granted by this Agreement and none of the performances required by this Agreement shall be dependent on the performance of any other term, promise, or condition of this Agreement or any documents executed concurrently or in connection with this Agreement, and such licenses, rights, rights of way, easements, and requirements of performance shall continue in effect irrespective of whether anything else in this Agreement or such other documents has been breached or has been terminated. The separateness and independent survival of the licenses, rights, rights of way, easements, and requirements of performance under this Agreement are essential terms hereof without which this Agreement would not have been made.

8.13 Recording. The Parties agree to record this Agreement in the Office of the County Clerk in the county where the Property is located. The cost of recording this Agreement shall be shared equally by the Parties.

8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

8.15 Amendments. This Agreement may be modified, amended, or canceled only by a written instrument executed by the Parties in interest at the time of such modification, amendment, or cancellation.

8.16 No Joint Venture. Nothing in this Agreement is intended to create an association, trust, partnership, or joint venture between the Parties, or impose a trust, partnership, or fiduciary duty, obligation, or liability on or with respect to either Party.

8.17 Waivers; Remedies Cumulative. No delay or omission by either Party hereto in exercising any right, power, or remedy accruing upon any non-compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right, power, or remedy or be construed to be a waiver thereof. Except as the rights, powers, and remedies of the Parties may be expressly limited by the terms of this Agreement, the failure herein to specify a right, power, or remedy accruing upon any noncompliance or failure of performance by either Party hereto shall not be construed to be a waiver thereof or as impairing the right of the Party thereby aggrieved to all remedies then available to it at law or in equity by reason of such non-compliance or failure of performance. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

8.18 Location of Easements. If necessary or desirable, the location any easement granted hereunder shall be fixed with greater specificity by a correction deed or other instrument in recordable form executed by the parties hereto. All costs and expenses of recording such correction deed shall be borne by the party requesting such correction.

8.19 Financing Provisions. (a) NYSEG consents to the collateral assignment, mortgage and/or leasing by AEE of its rights under this Agreement to any lender, trust or financial institution providing financing for the Milliken Station and/or the Buyer Property and any subsequent collateral assignment, mortgage and/or leasing in connection with any such financing (together with their successors and assigns, the "Financing Parties"). AEE shall provide the name and address of the Financing Parties to NYSEG and NYSEG shall thereafter send copies to such Financing Parties of any notices of default sent to AEE under this Agreement.

(b) The Financing Parties shall be entitled to exercise any and all rights of AEE under this Agreement and shall have the right, but not the obligation, to pay any sums due hereunder and to perform any other act, duty or obligation required of AEE hereunder or to cure or cause to be cured any default of AEE hereunder. The Financing Parties shall have a period of sixty (60) days after the receipt of written notice of AEE's default under this Agreement to cure any such default, or such longer period of time as is necessary to effect such cure, provided that the Financing Parties shall have commenced such cure within such sixty (60) day period and are diligently pursuing such cure.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By: _____
Name: Daniel Farley
Title: Vice President

AES EASTERN ENERGY, L.P.

By: _____
Name: Daniel J. Rothkopf
Title: General Manager

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:10 PM
Rebecca Francus

LIBER 847 PAGE 95

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 5th day of May 1999 before me personally came Daniel Farley to me known, who, being by me duly sworn, did depose and say that he resides at Grandview Place, Endwell, New York ; that he is a Vice President of the NEW YORK STATE ELECTRIC & GAS CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Notary Public

LEWIS A. ELDRIDGE
Notary Public, State of New York
No. 4880397
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 17, 2001

Project Golden Lake
francus@beowulfenergy.com
11/12/2023 8:09:13 PM
Rebecca Francus

LIBER 847 PAGE 96

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

On this 13th day of May in the year 1999, before me, the undersigned, personally appeared Daniel J. Rothaupt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LEWIS A. ELDRIDGE
Notary Public, State of New York
No. 4880397
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 17, 20__

Tompkins County, ss:
Recorded on the 20th Day
of May 1999 at 11:29
o'clock A M., in Liber 847
of Deeds at page 46
and examined.
Aurora R. Valenti

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

Site Plan Application

Town of Lansing, NY
Application #: SITE-25-9

By: Cayuga Operating Company, LLC
228 Cayuga Dr., Lansing NY 14882

Contact : Fred DelFavero
Email: fdelfavero@beowulfed.com
Phone : 607-252-0722

Table of Contents

Section 1..... Site Plan & Survey
Section 1a..... Wetland Delineation Assessment
Section 2..... Stormwater Pollution Prevention Plan (SWPPP)
Section 3..... Agricultural District Statement
Section 4..... Environmental Assessment Form
Section 5..... Site Plan Renderings
Section 6..... Photometric and Lighting Statement

Section 1
Site Plan & Survey

BEOWULF: LANSING, NY

PHASE 1 SITE PLAN

This image highlights the first datacenter building to be constructed, located at the northernmost point of the lower terrace. By constructing this initial building in the northern position, future buildings on the terrace can be developed progressively, moving away from the substation and switchgear yards, thus minimizing disruption to critical infrastructure.

Regrading for the entire lower terrace will be completed during this phase, which will facilitate campus circulation and the operation of the first building while the remaining two buildings are under construction. This strategic approach ensures efficiency and smooth operational workflow, setting the stage for subsequent developments on the lower terrace.

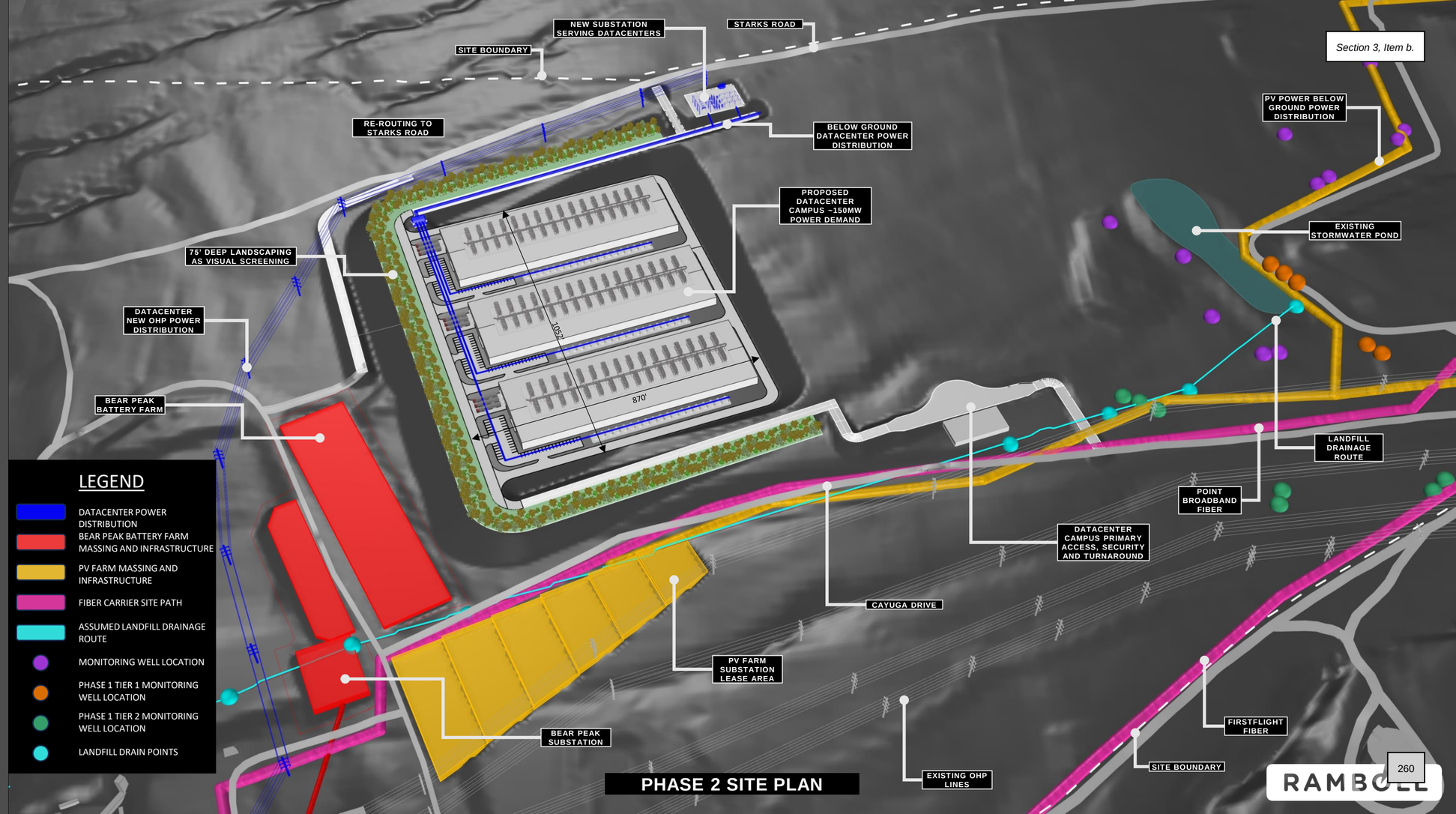
CAYUGA: LANSING, NY

PHASE 2 SITE PLAN

This zoomed-in view of the datacenter campus provides a detailed general arrangement of the three datahall buildings. The infrastructure for both overhead and below-grade power distribution is depicted in blue, demonstrating the comprehensive integration of essential facilities. To ensure visual screening and enhance aesthetics, a 75-foot wide vegetation buffer encircles the campus. The primary access to the datacenter site, along with security and turnaround provisions, is strategically located to the south, off Cayuga Drive.

The masterplan includes preliminary regrading efforts that work harmoniously with the existing sloped topography.This ensures an efficient and functional layout while accommodating the natural land contours. Starks Road is carefully rerouted around the northwest corner of the campus to provide ample space for the buildings, roads, and other critical features. Coordination will be essential during subsequent design stages as the regrading at the southwest of the campus slightly overlaps with the proposed regrading extents of the Bear Peak Battery farm.

Power Demand for the datacenter campus is approximately 150MW.



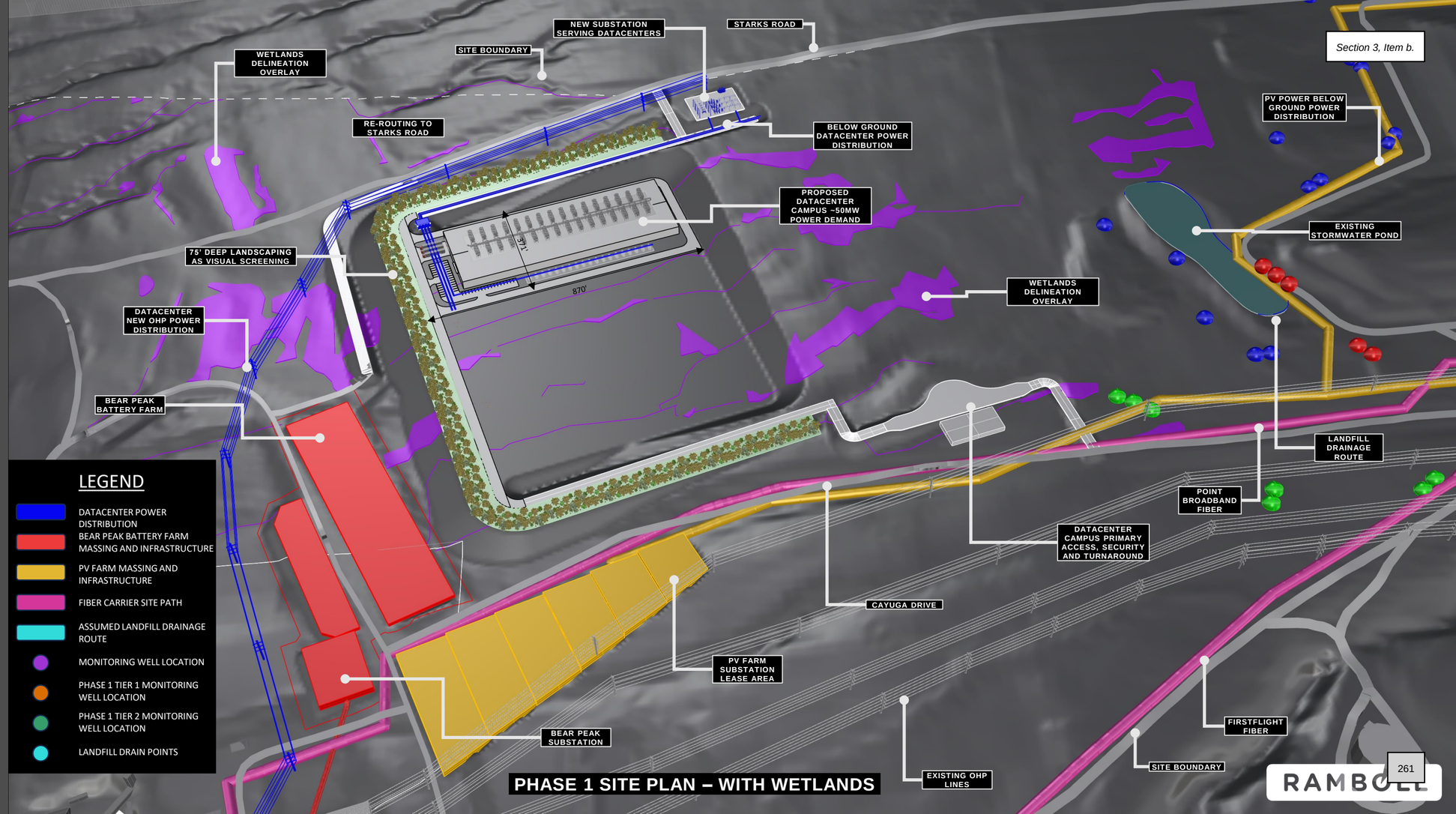
BEOWULF: LANSING, NY

PHASE 1 WITH WETLANDS

This image highlights the first datacenter building to be constructed, located at the northernmost point of the lower terrace. By constructing this initial building in the northern position, future buildings on the terrace can be developed progressively, moving away from the substation and switchgear yards, thus minimizing disruption to critical infrastructure.

Regrading for the entire lower terrace will be completed during this phase, which will facilitate campus circulation and the operation of the first building while the remaining two buildings are under construction. This strategic approach ensures efficiency and smooth operational workflow, setting the stage for subsequent developments on the lower terrace.

The wetlands delineation is integrated into this masterplan, highlighting the wetlands affected by the new construction. All necessary agencies will be involved for the wetland mitigation process.



PHASE 1 SITE PLAN – WITH WETLANDS

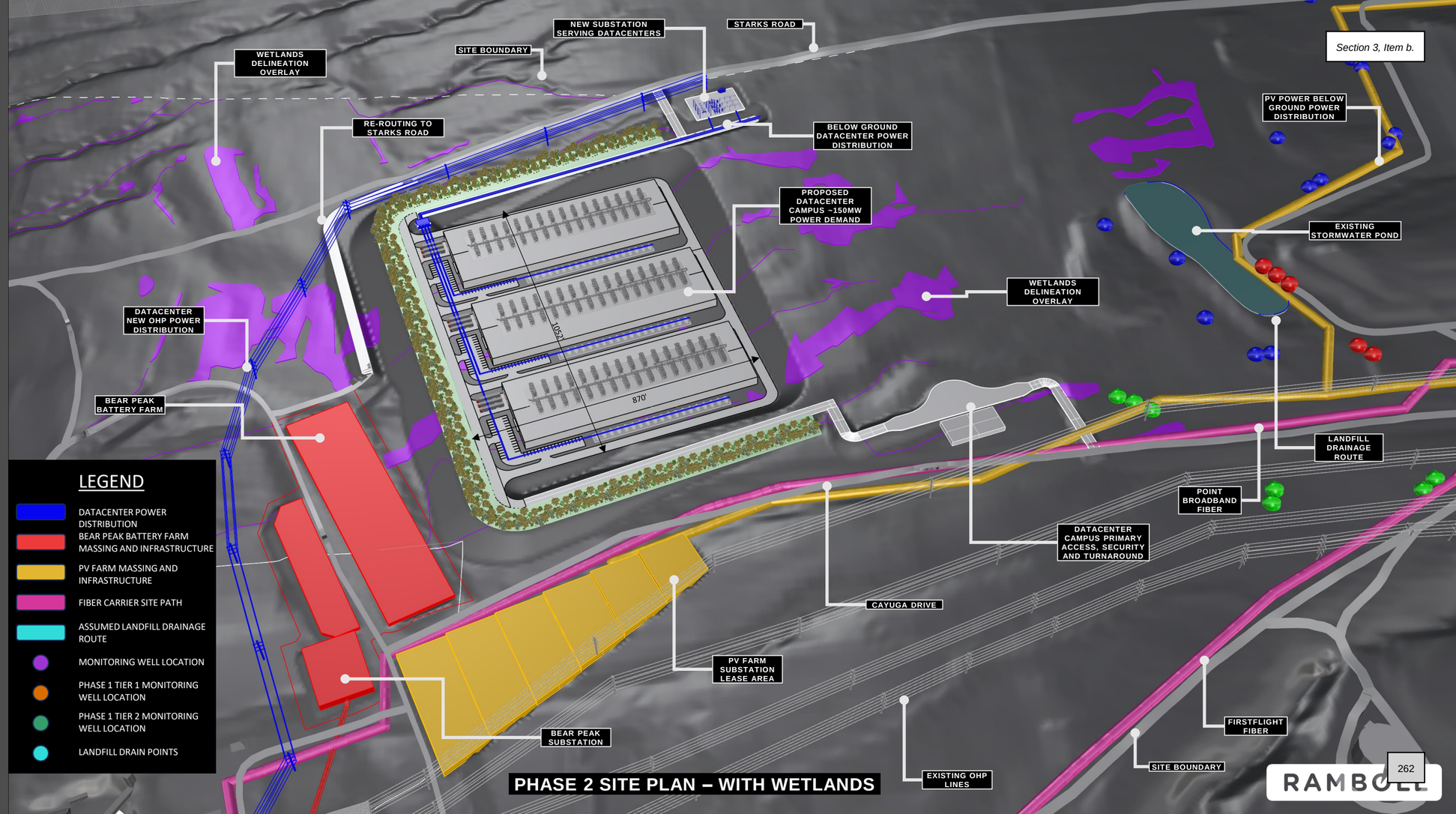
CAYUGA: LANSING, NY

PHASE 2 WITH WETLANDS

This zoomed-in view of the datacenter campus provides a detailed general arrangement of the three datahall buildings. The infrastructure for both overhead and below-grade power distribution is depicted in blue, demonstrating the comprehensive integration of essential facilities. To ensure visual screening and enhance aesthetics, a 75-foot wide vegetation buffer encircles the campus. The primary access to the datacenter site, along with security and turnaround provisions, is strategically located to the south, off Cayuga Drive.

The masterplan includes preliminary regrading efforts that work harmoniously with the existing sloped topography.This ensures an efficient and functional layout while accommodating the natural land contours. Starks Road is carefully rerouted around the northwest corner of the campus to provide ample space for the buildings, roads, and other critical features. Coordination will be essential during subsequent design stages as the regrading at the southwest of the campus slightly overlaps with the proposed regrading extents of the Bear Peak Battery farm.

The wetlands delineation is integrated into this masterplan, highlighting the wetlands affected by the new construction. All necessary agencies will be involved for the wetland mitigation process. Power Demand for the datacenter campus is approximately 150MW.



PHASE 2 SITE PLAN – WITH WETLANDS

RAMBOLL

FLOOD ZONE

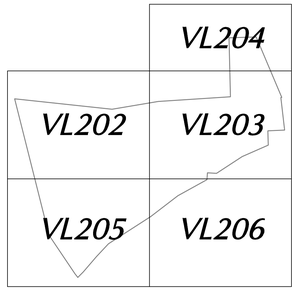
TABLE A ITEM 3

PER THE MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, TOWN OF LANSING, NEW YORK, TOMPKINS COUNTY, PANEL 31 OF 45, MAP NUMBER 3608520031C, EFFECTIVE DATE: OCTOBER 15, 1985", THE ENTIRE SUBJECT PROPERTY LIES WITHIN ZONE C, AREA OF MINIMAL FLOODING (NO SHADING).

PROJECT LOCATION MAP

SCALE: N.T.S.

SOURCE: MICROSOFT CORPORATION



KEY MAP

GENERAL NOTES

1. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO THE NEW YORK CENTRAL STATE PLANE COORDINATE SYSTEM NAD 83 (2011) DERIVED USING SURVEY-GRADE GNSS.
2. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) DERIVED USING SURVEY-GRADE GNSS.
3. STREET NAMES, RIGHT OF WAY WIDTHS, BLOCK AND LOT NUMBERS ARE SHOWN IN ACCORDANCE WITH THE TOWN TAX MAPS.
4. TOPOGRAPHIC INFORMATION SHOWN HEREON BASED ON AERIAL PHOTOGRAPHY DATED SEPTEMBER 5, 2023 AND AERIAL MAPPING PREPARED BY KEYSTONE AERIAL SURVEYS. DATA SHOWN MEETS NATIONAL MAP ACCURACY STANDARDS.
5. PLANIMETRIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DURING AUGUST 2023.
6. OFFSETS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND SHOULD NOT BE USED IN CONSTRUCTION OF ANY TYPE. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. RECOMMENDS THE PLACEMENT OF SURVEY MARKERS.
7. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
8. UNLESS SPECIFICALLY NOTED HEREON, STORM AND SANITARY SEWER INFORMATION (INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE) WAS OBSERVED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/CATCH BASINS, ETC.). CONDITIONS MAY VARY FROM THOSE ENCOUNTERED AT THE TIMES WHEN AND THE LOCATIONS WHERE DATA WAS OBTAINED, DESPITE MEETING THE REQUIRED STANDARD OF CARE THE SURVEYOR CANNOT AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN ARE THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES.

   ADDITIONAL UTILITY (WATER, GAS, ELECTRIC ETC...) DATA MAY BE SHOWN FROM FIELD LOCATED SURFACE MARKINGS (BY OTHERS), EXISTING STRUCTURES, AND/OR FROM EXISTING DRAWINGS,

   UNLESS SPECIFICALLY NOTED HEREON THE SURVEYOR HAS NOT EXCAVATED TO PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE SHOWN UNDERGROUND UTILITIES ARE EITHER IN SERVICE, ABANDONED OR SUITABLE FOR USE, NOR ARE IN THE EXACT LOCATION OR CONFIGURATION INDICATED HEREON.

   PRIOR TO ANY DESIGN OR CONSTRUCTION THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS

   UNLESS NOTED BELOW SUPPLEMENTAL DOCUMENTS WERE NOT USED TO COMPILE THE SUBSURFACE UTILITY INFORMATION SHOWN HEREON
9. THIS PLAN NOT VALID UNLESS EMBOSSED WITH THE SEAL OF THE PROFESSIONAL.
10. IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR OR GEOLOGIST, TO ALTER THIS ITEM IN ANY WAY.

SURVEYOR'S CERTIFICATION

CERTIFIED TO:

1. XXX
2. XXX
3. XXX

"I HEREBY STATE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH NYSPLS CODE OF PRACTICE FOR LAND SURVEYS, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, ACCURATELY REPRESENTS THE CONDITIONS FOUND ON THE DATE OF THE FIELD SURVEY AT THE SUBJECT PROPERTY", AND

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(b), 7(c-1) 8, 10, 11(a), 11(b), 12, 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON AUGUST 18, 2023

DRAFT

THOMAS J. REEVES
PROFESSIONAL LAND SURVEYOR
NY Lic. No. 051146-01
TREEVES@LANGAN.COM

MAP REFERENCES

THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:

A. MAP TITLED "SUBDIVISION PLAT, THE FINGER LAKES LAND TRUST, INC., LOCATED ON LAKE RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY WILLIAMS & EDSALL, DATED NOVEMBER 11, 2022, FILED IN THE TOMPKINS COUNTY DEPARTMENT OF ASSESSMENT ON DECEMBER 29, 2022 AS MAP NO. 2022-14057.
B. MAP TITLED "SURVEY FOR THE FINGER LAKES LAND TRUST, INC., LOCATED ON LAKE RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY WILLIAMS & EDSALL, DATED FEBRUARY 1, 2022, FILED IN THE TOMPKINS COUNTY DEPARTMENT OF ASSESSMENT AS MAP NO. 2022-05633.
C. MAP TITLED "MAP OF CASPER FENNER 54.7 ACRES ON LOT 42, TOWN OF LANSING, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED NOVEMBER 17, 1952.
D. MAP TITLED "N.Y. STATE ELECTRIC & GAS CORPORATION, MAP OF FENNER-TOWNSEND-SOVOCOOL PROPERTIES AT LAKE RIDGE, TOWN OF LANSING, TOMPSKIN COUNTY, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED FEBRUARY 23, 1953.
E. MAP TITLED "SURVEY MAP OF LANDS OF JOSEPHINE CRIM ON NORTH SIDE OF HEDDENS-LAKE RIDGE ROAD ON LOT 51, TOWN OF LANSING, TOMPKINS, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED MAY 26, 1951 AND FILED IN TOMPKINS COUNTY AS CABINET B, DRAWER 4.
F. MAP TITLED "SURVEY MAP SHOWING LANDS OF CORNELL UNIVERSITY TO BE SUBDIVIDED BY ROGER B. SOVOCOOL, MILLKEN RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK, " PREPARED BY T.G. MILLER PC, DATED DECEMBER 10, 1993 AND FILED WITH TOMPKINS COUNTY AS DRAWER X, 30.
G. MAP TITLED "SURVEY MAP SHOWING LANDS OF CORNELL UNIVERSITY TO BE SUBDIVIDED BY ROGER B. SOVOCOOL, MILLKEN RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY T.G. MILLER, PC, DATED OCTOBER 10, 1993 AND LAST REVISED JUNE 24, 1999 AND FILED WITH TOMPKINS COUNTY AS DRAWER LL, 47.
H. MAP TITLED "SURVEY MAP OF PORTION OF CHARLES STARKS FARM ON LOT 42, TOWN OF LANSING, TOMPKINS COUNTY, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED JUNE 18, 1951.
I. MAP TITLED "LANDS OF MARIAN PURCELL," PREPARED BY E.D. CRUMB, DATED APRIL 26, 1956, FILED WITH TOMPKINS COUNTY AS BOOK E2, PAGES 48-49.
J. MAP TITLED "PROPERTY CONVEYED TO NGE GENERATION, INC., BY NEW YORK STATE ELECTRIC & GAS CORPORATION, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE," PREPARED BY HAWK ENGINEERING, PC., DATED JULY 30, 1998 AND LAST REVISED APRIL 14, 1999 AND FILED WITH TOMPKINS COUNTY AS DRAWER LL, 27.

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	D	STORM DRAIN
STREET LIGHT	PEDESTRIAN WALK SIGNAL	S	SANITARY LINE
AREA LIGHT	DOOR	COMB	COMBINED UTILITY LINE
SIGNAL POLE	DOUBLE DOOR	UNK	UNKNOWN UTILITY LINE
POLE	OVERHEAD DOOR	G	GAS LINE
GUY WIRE	PARKING METER	W	WATER LINE
ANCHOR POLE	METAL COVER	E	ELECTRIC LINE
MANHOLE	ELECTRIC BOX	T	TELEPHONE LINE
MANHOLE (DRAINAGE)	SOIL BORING	C	CABLE TV LINE
MANHOLE (SANITARY SEWER)	MONITORING WELL	ST	STEAM LINE
MANHOLE (ELECTRIC)	TEST PIT	FM	FORCE MAIN
MANHOLE (WATER)	BENCHMARK	FO	FIBER OPTIC
MANHOLE (NATURAL GAS)	ROOF DRAIN	(...)*	REFERENCED UTILITY LINE (TYPE AS NOTED) BASED ON RECORD MAPPING
MANHOLE (TELEPHONE)	SPOT ELEVATION	OHW	OVERHEAD WIRE
MANHOLE (FORCE MAIN)	CONCRETE CURB	GR	GUIDE RAIL(TYPE AS NOTED)
MANHOLE (STEAM)	CONCRETE	CHF	CHAIN LINK FENCE
MANHOLE (UNKNOWN UTILITY)	DETECTABLE PAD	WSF	WOOD/STOCKADE FENCE
WATER VALVE	DROP CURB	WF	WIRE FENCE
GAS VALVE	BROKEN WHITE STRIPE	IF	IRON FENCE
SHRUB	SINGLE YELLOW STRIPE	TL	TREE LINE
CATCH BASIN	DOUBLE YELLOW STRIPE	EL	EASEMENT LINE
CLEAN OUT	SINGLE WHITE STRIPE	PL	PROPERTY LINE
TREE	REINFORCED CONCRETE PIPE	ROW	RIGHT-OF-WAY LINE
SIGN	DUCTILE IRON PIPE	322	CONTOUR LINE
	CORRUGATED METAL PIPE		
	NO VISIBLE PIPE		
	EDGE OF PAVEMENT		
	LANDSCAPED AREA		
	SURVEY BEARING & DISTANCE		
	DEED BEARING & DISTANCE		

SEE SHEETS VL202-VL206 FOR BOUNDARY AND TOPOGRAPHIC DETAILS

250 0 125 250
SCALE IN FEET
(1" = 250')

Date	Description	No.
Revisions		

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Project: CAYUGA SOLAR PROJECT
TAX MAP NO(S). 11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date August 29, 2023
Drawn By KEC
Checked By TR

Drawing No. VL201
Sheet 1 of 6

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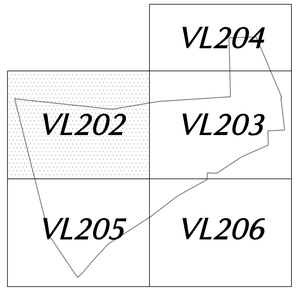
Date: 7/26/2024 Time: 12:55 User: mchudnow Style Table: Langan.stb Layout: VL201 Document Code: 190091601-0401-VL101-L



KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	D	STORM DRAIN
STREET LIGHT	PEDESTRIAN WALK SIGNAL	S	SANITARY LINE
AREA LIGHT	DOUBLE DOOR	COM	COMBINED UTILITY LINE
SIGNAL POLE	OVERHEAD DOOR	UNK	UNKNOWN UTILITY LINE
POLE	WARNING METER	G	GAS LINE
GUY WIRE	METAL COVER	W	WATER LINE
ANCHOR POLE	GAS VALVE	E	ELECTRIC LINE
MANHOLE	GAS BORING	T	TELEPHONE LINE
MANHOLE (DRAINAGE)	MONITORING WELL	T	CABLE TV LINE
MANHOLE (SANITARY SEWER)	TEST PIT	ST	STEAM LINE
MANHOLE (ELECTRIC)	BENCHMARK	FM	FORCE MAIN
MANHOLE (WATER)	ELEVATION	FO	FIBER OPTIC
MANHOLE (NATURAL GAS)	CONCRETE CURB		REFERENCED UTILITY LINE (TYPE AS NOTED) BASED ON FIELD SURVEY
MANHOLE (TELEPHONE)	DETECTABLE PAD	OHW	OVERHEAD WIRE
MANHOLE (STORM MAIN)	DROP CURB		GUIDE RAIL(TYPE AS NOTED)
MANHOLE (STEAM)	BROKEN WHITE STRIPE		CHAIN LINK FENCE
MANHOLE (UNKNOWN UTILITY)	SINGLE YELLOW STRIPE		WOOD/STOCKADE FENCE
WATER VALVE	DOUBLE YELLOW STRIPE		WIRE FENCE
GAS VALVE	SINGLE WHITE STRIPE		IRON FENCE
SHRUB	REINFORCED CONCRETE PIPE		TREE LINE
CATCH BASIN	DUCTILE IRON PIPE		EASEMENT LINE
CLEAN OUT	CORRUGATED METAL PIPE		PROPERTY LINE
TREE	NO VISIBLE PIPE		RIGHT-OF-WAY LINE
SIGN	EDGE OF PAVEMENT		CONTOUR LINE
	LANDSCAPED AREA		
	SURVEY BEARING & DISTANCE		
	DEED BEARING & DISTANCE		

SCALE IN FEET (1" = 100')

Date	Description	No.
Revisions		

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Project
CAYUGA SOLAR PROJECT
TAX MAP NO(S).
11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL202
Sheet 2 of 6

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SHEET VL204
SHEET VL203

TAX MAP NO. 1.-1-16.2. n/f THE FINGER LAKES LAND TRUST, INC. INSTRUMENT #2022-05626

SMITH TO NYSEG 04/01/1968 L. 474, P. 543

Pin & Cap Fnd. 0.4' W

CARLTON TO NYSEG 02/19/1968 L. 473, P. 1032

KRAUSE TO NYSEG 01/15/1968 L. 473, P. 527

Pin & Cap Fnd. 0.5' W

FORMERLY STARKS ROAD

N 85°27'28" E (S)
N 85°27'44" E (D)
170.25'

N 87°42'36" E (S)
N 87°42'52" E (D)
398.52'

N 87°57'43" E (S)
N 87°57'59" E (D)
1234.97'

28'

STARKS/STARK TO NYSEG 02/13/1968 L. 473, P. 966

HARVEY TO NYSEG 06/18/1968 L. 475, P. 905

STUART TO NYSEG 06/27/1968 L. 476, P. 167

SALTONSTALL, LAWRENCE TO NYSEG 01/24/1968 L. 473, P. 672

Monitoring Well (TYP)

TRACT LINE (TYP)

FENNER TO NYSEG 02/15/1968 L. 473, P. 992

12.5' ACCESS EASEMENT (25' TOTAL WIDTH) PER LIBER 356 PAGE 143, LIBER 357 PAGE 205 AND REFERENCED IN LIBER 423, PAGE 992

TAX MAP NO. 11.-1-3.211 & 3.212
n/f CAYUGA OPERATING COMPANY, LLC
(PARCEL III)
INSTRUMENT # 594334-006
AREA = 17,802,422 S.F.
OR 408.68738
(MINUS EXCEPTION PARCEL)

SHEET VL202
SHEET VL203

FENNER TO NYSEG 02/26/1953 L. 356, P. 145

FENNER TO NYSEG 03/28/1953 L. 357, P. 205

MILLIKEN POWER PLANT ACCESS ROAD (PRIVATE)

Pin & Cap Fnd. 0.2' S 0.5' W

N 84°42'23" W (S)
N 84°42'07" W (D)
226.88'

Pin & Cap Fnd. 0.5' W

Pin & Cap Fnd. 0.6' SW

S 56°02'24" W (S)
S 56°02'40" W (D)
654.22'

S 35°06'36" W (S)
S 35°06'20" W (D)
171.25'

S 60°35'23" W (S)
S 60°35'39" W (D)
276.49'

S 61°12'40" W (S)
S 61°12'56" W (D)
548.78'

RIGHT(S)-OF-WAY SHOWN ARE SUBJECT TO THE RIGHTS OF THE PUBLIC IN, OVER AND ACROSS SAID ROAD(S)

MILLIKEN ROAD

S 58°34'42" W (S)
S 58°34'58" W (D)
114.45'

S 61°34'20" W (S)
S 61°34'36" W (D)
315.82'

S 73°58'51" W (S)
S 73°59'07" W (D)
118.96'

S 68°24'26" W (S)
S 68°24'42" W (D)
274.77'

S 85°30'16" W (S)
S 85°30'32" W (D)
24.71'

Rebar Fnd. 0.2' S 0.3' W

Rebar Fnd. 0.3' W

P.O.B.

RIGHT(S)-OF-WAY SHOWN ARE SUBJECT TO THE RIGHTS OF THE PUBLIC IN, OVER AND ACROSS SAID ROAD(S)

LAKE RIDGE ROAD

S 06°42'37" E (S)
S 06°42'21" E (D)
817.40'

TAX LOT NO. 2.-1-12.2 n/f TOLEN INSTRUMENT #532231-001

Iron Pipe Fnd. 0.8' W

TAX LOT NO. 2.-1-13. n/f MACK LIBER 864 PAGE 138

8" Rebar Fnd.

TAX LOT NO. 2.-1-15 n/f BALOG LIBER 611 PAGE 46-3

TAX MAP NO. 11.-1-9 n/f TRENHOLM INSTRUMENT #513268-001

S 87°59'08" W (S)
S 87°59'24" W (D)
421.89'

4" Iron Rod Fnd. 0.6' W 0.7' S

4" Iron Rod Fnd. 0.4' W 0.2' S

S 02°11'17" E (S)
S 02°10'01" E (D)
358.43'

TAX MAP NO. 11.-1-8 n/f REEVES INSTRUMENT #2013-13119

Iron Pipe Fnd.

TAX MAP NO. 11.-1-10

4" Iron Rod Fnd. 0.4' SW

TAX MAP NO. 11.-1-11.2

TAX MAP NO. 11.-1-3.1

TAX MAP NO. 11.-1-3.4

CAYUGA DRIVE

ACCESS EASEMENT PER LIBER 730 PAGE 178 (TYP)

TRANSMISSION CORRIDOR EASEMENT-PER MAP REFERENCE 1

SHEET VL203
SHEET VL206

NY STATE PLANE EAST (2011)

PROJECT LOCATION MAP

SCALE: N.T.S.

SOURCE: MICROSOFT CORPORATION

KEY MAP

VL204 | VL203 | VL202 | VL205 | VL206

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	STORM DRAIN	
STREET LIGHT	PEDESTRIAN WALK SIGNAL	SANITARY LINE	
UTILITY POLE	DOOR	COMBINED UTILITY LINE	
SIGNAL POLE	DOUBLE DOOR	GAS LINE	
PAD	OVERHEAD VIEW	UNKNOWN UTILITY LINE	
GUY WIRE	UNDERGROUND VIEW	WATER LINE	
ANCHOR POLE	METAL DOOR	WATER LINE	
MANHOLE	ELECTRIC BOX	ELECTRIC LINE	
MANHOLE (DRAINAGE)	MONITORING WELL	TELEPHONE LINE	
MANHOLE (SANITARY SEWER)	TEST PIT	CABLE TV LINE	
MANHOLE (ELECTRIC)	ROOF DRAIN	STEAM LINE	
MANHOLE (WATER)	SPOT ELEVATION	FORCE MAIN	
MANHOLE (NATURAL GAS)	CONCRETE CURB	FIBER OPTIC	
MANHOLE (TELEPHONE)	CONCRETE PAD	REFERENCED UTILITY LINE (AS NOTED BASED ON RECORD MAPPING)	
MANHOLE (STORM WARE)	DROP CURB	OVERHEAD WIRE	
MANHOLE (STEAM)	BROKEN WHITE STRIPE	GUIDE RAIL/TYPE AS NOTED	
MANHOLE (UNKNOWN UTILITY)	SINGLE YELLOW STRIPE	DUKE CABLE TITLE	
GAS VALVE	DOUBLE YELLOW STRIPE	WOOD/STOCKADE FENCE	
GAS VALVE	REINFORCED CONCRETE PIPE	WIRE FENCE	
SHRUB	DUCTILE IRON PIPE	IRON FENCE	
CATCH BASIN	CORRUGATED METAL PIPE	TREE LINE	
CLEAN OUT	POLYVINYL PIPE	EASEMENT LINE	
TREE	EDGE OF PAVEMENT	PROPERTY LINE	
SIGN	LANDSCAPED AREA	RIGHT-OF-WAY LINE	
	SURVEY BEARING & DISTANCE (S)	CONTOUR LINE	
	DEED BEARING & DISTANCE (D)		

SCALE IN FEET (1" = 100')

Date	Description	No.
Revisions		

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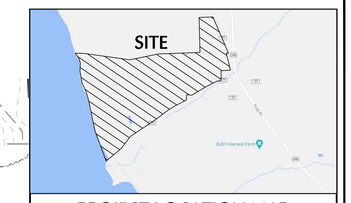
TOMPKINS COUNTY NEW YORK

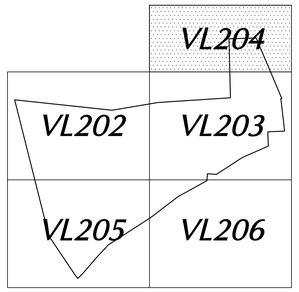
Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL203
Sheet 3 of 6

Date: 7/26/2024 Time: 12:55 User: mchudnow Style Table: Langan.stb Layout: VL203 Document Code: 190091601-0401-VL101-A





KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

SCALE IN FEET (1" = 100')

Date	Description	No.
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Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL204
Sheet 4 of 6

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KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT, STREET LIGHT, AREA LIGHT, SIGNAL POLE, GUY WIRE, UTILITY POLE, MANHOLE, MANHOLE (DRAINAGE), MANHOLE (SANITARY SEWER), MANHOLE (ELECTRIC), MANHOLE (TELCO), MANHOLE (NATURAL GAS), MANHOLE (TELEPHONE), MANHOLE (STORM WARE), MANHOLE (STEAM), MANHOLE (UNKNOWN UTILITY), WATER VALVE, GAS VALVE, SHRUB, CATCH BASIN, CLEAN OUT, TREE, SIGN, BOLLARD, PEDESTRIAN WALK SIGNAL, A/C UNIT, DOUBLE DOOR, OVERHEAD DOOR, ENTRANCE DOOR, ELECTRIC BOX, GAS BOXING, MONITORING WELL, MAIL BOX, BENCHMARK, ROOF DRAIN, SPOT ELEVATION, CONCRETE CURB, FLARE END, DETECTABLE PAD, DROP CURB, DOUBLE YELLOW STRIPE, SINGLE WHITE STRIPE, DOUBLE YELLOW STRIPE, SINGLE WHITE STRIPE, REINFORCED CONCRETE PIPE, PLASTIC PIPE, CORRUGATED METAL PIPE, NO VISIBLE PIPE, TREE LINE, LANDSCAPED AREA, SURVEY BEARING & DISTANCE, DEED BEARING & DISTANCE, STORM DRAIN, SANITARY LINE, UNMARKED UTILITY LINE, UNKNOWN UTILITY LINE, GAS LINE, WATER LINE, ELECTRIC LINE, UNDERGROUND UTILITY LINE, CABLE TV LINE, STEAM LINE, FENCE MAIN, FIBER OPTIC, REFERENCED UTILITY LINE (AS NOTED BY OTHERS ON THE RECORD MAPPING), OVERHEAD WIRE, GUIDE RAIL(TYP), AS NOTED, CHAIN LINK FENCE, WOOD/STOCKADE FENCE, WIRE FENCE, SHED, TREE LINE, EASEMENT LINE, PROPERTY LINE, RIGHT-OF-WAY LINE, CONTOUR LINE

TITLE EXCEPTIONS

PARCEL 11.-1-3.23 (SUBSTATION)

THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.

TITLE REPORT
BY: FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE NO.: NCS-1030105N18-NRG
DATE: NOVEMBER 8, 2023

20. COVENANTS AND RESTRICTIONS CONTAINED IN DEED MADE BY MARY JOSEPHINE CRIM TO CHARLES O. DRAKE DATED 05/01/1933 IN(AS) LIBER 232 OF DEEDS, AT PAGE 107. (SEE POST) POLICY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF ANY VIOLATION THEREOF THAT RESULTS IN A FORFEITURE OR REVERSION OF TITLE. BLANKET IN NATURE.

21. RIGHT OF WAY GRANTED TO CAYUGA LAKE RAILROAD COMPANY BY DEED DATED 04/20/1872 BAND RECORDED IN(AS) BOOK 2 OF LANSING DEEDS, AT PAGES 549 AND 555. (BEING FURTHER INVESTIGATED). BLANKET IN NATURE.

22. EASEMENTS RECITED IN DEED MADE BY LOESA HEDDEN AND ELOISE H. SCRIBNER TO EDGAR H. BUCKLIN DATED 07/25/1899 AND RECORDED 07/25/1899 IN(AS) LIBER 153 OF DEEDS, AT PAGE 285. (SEE POST). BLANKET IN NATURE.

23. RIGHT OF WAY MADE BY ELOISE H. SCRIBNER AND LOESA HEDDEN TO HARRY S. BROOKS DATED 08/19/1899 AND RECORDED 10/20/1899 IN(AS) LIBER 151 OF DEEDS, AT PAGE 297. (SEE POST). BLANKET IN NATURE.

24. RIGHT OF WAYS RECITED IN DEED MADE BY LOESA HEDDEN TO ELOISE H. SCRIBNER DATED 09/13/1907 AND RECORDED 11/09/1907 IN(AS) LIBER 166 PF DEEDS, AT PAGE 413. (SEE POST). BLANKET IN NATURE.

25. EASEMENT CONTAINED IN DEED MADE BY JOSEPHINE CRIM TO WILLIAM DECAMP AND BELLE DECAMP, HIS WIFE, DATED 06/16/1939 AND RECORDED 08/14/1939 IN(AS) LIBER 251 OF DEEDS, AT PAGE 358. (SEE POST). BLANKET IN NATURE.

26. UTILITY COMPANY EASEMENT CONTAINED IN GRANT RECORDED 07/19/1941 IN(AS) LIBER 254 OF DEEDS, AT PAGE 329. (SEE POST). BLANKET IN NATURE.

27. RESERVATIONS AND EASEMENT CONTAINED IN DEED MADE BY NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC. DATED 02/11/1998 AND RECORDED 02/13/1998 IN(AS) LIBER 813 OF DEEDS, AT PAGE 243 (SEE POST) AS CORRECTED BY DEED OF CORRECTION AND RELEASE MADE BY NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC. DATED AS OF 05/01/1999 AND RECORDED 05/20/1999 IN(AS) LIBER 846 OF DEEDS, AT PAGE 248 (SEE POST). BLANKET IN NATURE.

28. AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION, AND AES EASTERN ENERGY, L.P. DATED AS OF 05/01/1999 AND RECORDED 05/20/1999 IN(AS) LIBER 847 OF DEEDS, AT PAGE 46. (SEE POST). BLANKET IN NATURE.

WITH REAGARD THERETO:

(a) AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT MILLIKEN STATION) MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND CAYUGA OPERATING COMPANY LLC DATED AS OF 06/29/2012 AND RECORDED 07/16/2012 IN(AS) INSTRUMENT NO. 594334-007. (SEE POST). BLANKET IN NATURE

29. UNDERGROUND ENCROACHMENTS AND EASEMENTS, IF ANY, INCLUDING PIPES AND DRAINS AND SUCH RIGHTS AS MAY EXIST FOR ENTRY UPON SAID PREMISES TO MAINTAIN AND REPAIR THE SAME. BLANKET IN NATURE.

30. RIGHTS AND EASEMENTS, IF ANY, ACQUIRED BY ANY PUBLIC UTILITIES COMPANY TO MAINTAIN ITS POLES AND OPERATE ITS WIRES, LINES, ETC., IN, TO AND OVER THE PREMISES HEREIN AND IN, TO AND OVER THE STREETS ADJACENT THERETO. BLANKET IN NATURE.

31. OIL AND GAS LEASE TO J.E. TRAINER DATED 07/30/1930 AND RECORDED 05/14/1931 IN LIBER 224 OF DEEDS, AT PAGE 264 ON 05/14/1931. (SEE POST). BLANKET IN NATURE.

WITH REGARD THERETO:

(a) ASSIGNMENT OF OIL AND GAS LEASE MADE BY J.E. TRAINER TO W. H. WORKMAN DATED 01/19/1932 AND RECORDED 08/05/1933 IN(AS) LIBER 232 OF DEEDS, AT PAGE 451. (SEE POST)

(b) AFFIDAVIT OF CHARLES STARKS DATED 08/17/1951 AND RECORDED 08/20/1951 IN(AS) LIBER 10 OF MISCELLANEOUS, AT PAGE 54. (SEE POST).

32. THE PREMISES DESCRIBED IN SCHEDULE "A" HEREIN IS AN INTERIOR PARCEL, NO RIGHT OF ACCESS TO AND FROM THE LAND IS INSURED. BLANKET IN NATURE.

100 0 50 100
SCALE IN FEET
(1" = 100')

Revisions		
07/26/24	ADDED TITLE EXCEPTIONS	1
Date	Description	No.

LANGAN
Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C.
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Project: CAYUGA SOLAR PROJECT
TAX MAP NO(S). 11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No.: 190091601
Date: NOVEMBER 2, 2023
Drawn By: KEC
Checked By: TR

Drawing No.: VL205
Sheet 5 of 6

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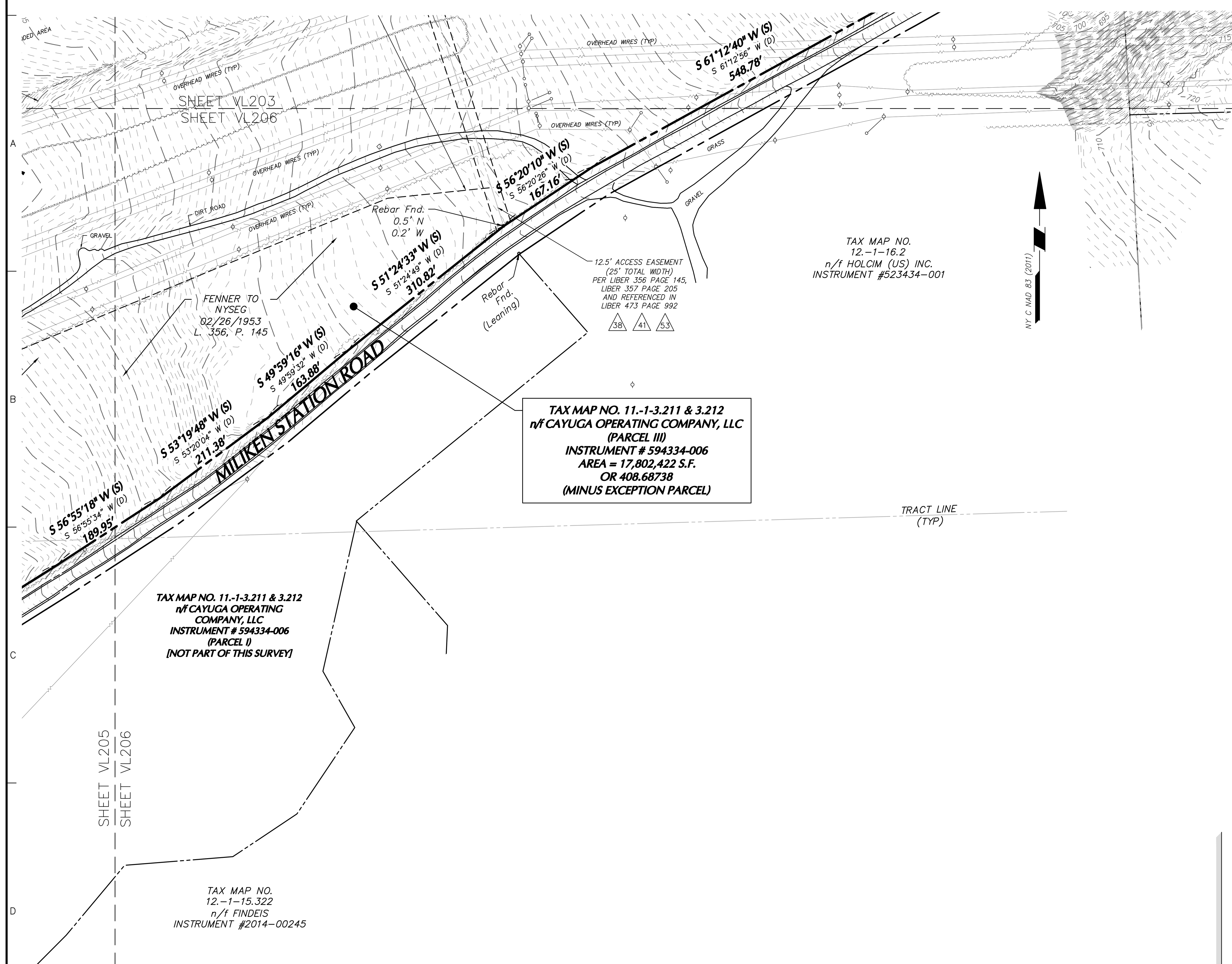
Date: 7/26/2024 Time: 12:56 User: mchudnow Style Table: Langan.stb Layout: VL205 Document Code: 190091601-0401-VL101-A



RECORD DESCRIPTION

PARCEL III (FOR INFORMATION ONLY: TAX PARCEL 11-1-3.212 AND PART OF 11-1-3.211)

BEGINNING AT A FOUND 1-¼ INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;

RUNNING THENCE SOUTH 85° 30' 32" WEST ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;

THENCE SOUTH 06° 42' 21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D. BALOG SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH "MACNEILL" CAP ON THE NORTHEASTERLY BOUNDARY OF MILLIKEN STATION ROAD (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;

THENCE SOUTH 87° 59' 24" WEST ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;

THENCE SOUTH 02° 11' 01" EAST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF MILLIKEN STATION ROAD;

THENCE ALONG THE LAST MENTIONED BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

(1) SOUTH 73° 59' 07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;
(2) THENCE SOUTH 68° 24' 42" WEST, A DISTANCE OF 274.77 FEET TO A POINT;
(3) THENCE SOUTH 61° 34' 36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;
(4) THENCE SOUTH 58° 34' 58" WEST, A DISTANCE OF 114.45 FEET TO A POINT;
(5) THENCE SOUTH 56° 02' 40" WEST, A DISTANCE OF 654.22 FEET TO FOUND A 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 84° 42' 07" WEST, A DISTANCE OF 226.88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 04° 20' 49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE SOUTH 60° 35' 39" WEST, A DISTANCE OF 276.49 FEET TO A POINT;
(9) THENCE SOUTH 61° 12' 56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;
(10) THENCE SOUTH 56° 20' 26" WEST, A DISTANCE OF 167.16 FEET TO A FOUND 5/8 INCH REBAR;
(11) THENCE SOUTH 51° 24' 49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;
(12) THENCE SOUTH 49° 59' 32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;
(13) THENCE SOUTH 53° 20' 04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;
(14) THENCE SOUTH 56° 55' 34" WEST, A DISTANCE OF 189.95 FEET TO A POINT;
(15) THENCE SOUTH 57° 53' 32" WEST, A DISTANCE OF 481.74 FEET TO A POINT;
(16) THENCE SOUTH 56° 44' 31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;
(17) THENCE SOUTH 45° 59' 38" WEST, A DISTANCE OF 287.59 FEET TO A POINT;
(18) THENCE SOUTH 36° 58' 55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;
(19) THENCE SOUTH 36° 55' 09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;
(20) THENCE SOUTH 42° 33' 03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;
(21) THENCE SOUTH 44° 53' 16" WEST, A DISTANCE OF 170.82 FEET TO A POINT; AES EASTERN ENERGY, L.P.
(22) THENCE SOUTH 52° 23' 08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;
(23) THENCE SOUTH 38° 31' 17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;

THENCE SOUTH 51° 54' 52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC. ON THE SOUTHWEST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST; THE FOLLOWING SIX (6) COURSES AND DISTANCES:

(1) NORTH 38° 31' 19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;
(2) THENCE NORTH 51° 28' 43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;
(3) THENCE NORTH 38° 31' 17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;
(4) THENCE SOUTH 51° 28' 43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;
(5) THENCE NORTH 38° 31' 17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE SOUTH 51° 28' 43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING SHORELINE OF CAYUGA LAKE;

THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS, DEFINED BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

(1) NORTH 31° 20' 00" WEST, A DISTANCE OF 1,030.76 FEET TO A POINT;
(2) THENCE NORTH 12° 06' 25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;
(3) THENCE NORTH 18° 16' 16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;
(4) THENCE NORTH 12° 11' 02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;

THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

(1) SOUTH 89° 53' 55" EAST, A DISTANCE OF 341.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE SOUTH 82° 57' 21" EAST, A DISTANCE OF 2,100.00 FEET TO A POINT;
(3) THENCE NORTH 10° 27' 25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 79° 32' 39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(5) THENCE NORTH 85° 27' 44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;
(6) THENCE NORTH 87° 42' 52" EAST, A DISTANCE OF 398.52 FEET TO A POINT;
(7) THENCE NORTH 87° 57' 59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OF FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;

THENCE NORTH 01° 20' 08" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PARCEL NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;

THENCE NORTH 88° 13' 10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;

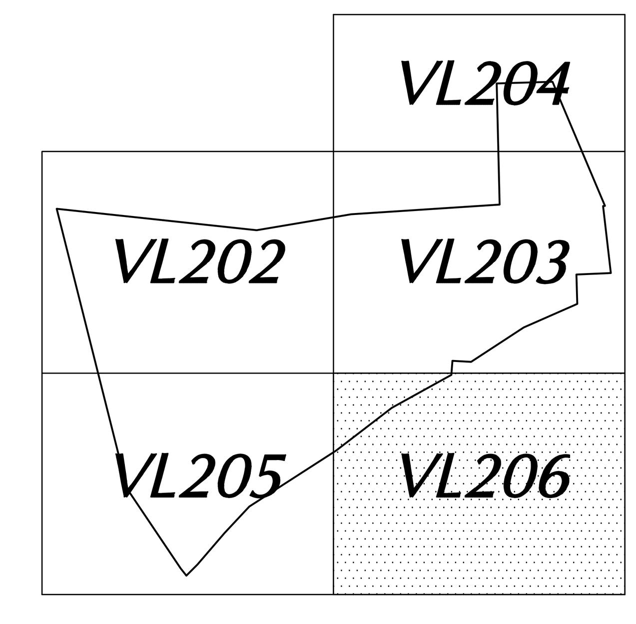
THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) SOUTH 22° 47' 17" EAST, A DISTANCE OF 730.30 FEET TO A POINT;
(2) THENCE SOUTH 23° 03' 52" EAST, A DISTANCE OF 903.69 FEET TO THE POINT OR PLACE OF BEGINNING.

PROJECT LOCATION MAP

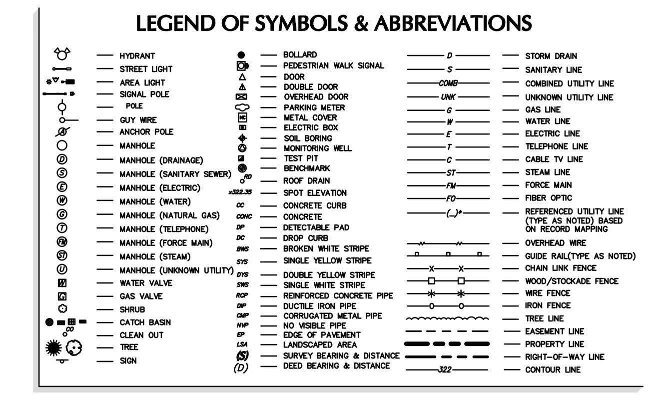
SCALE: N.T.S.

SOURCE:
MICROSOFT CORPORATION



KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS



TITLE EXCEPTIONS
REMAINING PARCELS

THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.

TITLE REPORT
BY: FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE NO.: 3020-1030105NY1
DATE: OCTOBER 16, 2020

19. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED IN LIBER 232 CP 107 (BLANKET IN NATURE).
20. COVENANTS AND RESTRICTIONS, AND EASEMENTS TOGETHER WITH THE RIGHT TO TRIM TREES, CONTAINED IN DEED RECORDED IN LIBER 740 CP 216 (BLANKET IN NATURE).
21. COVENANTS AND RESTRICTIONS, TOGETHER WITH EASEMENTS RESERVED IN DEED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC., RECORDED 2/13/1998 IN LIBER 813 CP 243 AND IN DEED OF CORRECTION AND RELEASE RECORDED 5/20/1999 IN LIBER 846 CP 248 (BLANKET IN NATURE).
22. RESERVATION FOR RIGHT OF WAY RECITED IN A DEED RECORDED 4/14/1840 IN LIBER NN OF DEEDS, PAGE 458, AS REPEATED IN LIBER PP OF DEEDS, PAGE 102 AND LIBER 65 OF DEEDS, PAGE 29 (BLANKET IN NATURE).
23. SUBJECT TO ALL RIGHTS CONVEYED TO CAYUGA LAKE RAILROAD COMPANY BY WILLIAM MCGUFFIE AND OTHERS BY DEED RECORDED 5/1/1876 IN LIBER 2 OF LANSING DEEDS AT PAGE 549 (DEED ILLEGIBLE).
24. SUBJECT TO ALL RIGHTS OF THE LEHIGH VALLEY RAILROAD COMPANY IN THE DEED TO THE CAYUGA LAKE RAILROAD COMPANY FROM H.B. PERRY AND E. ELIZABETH PERRY RECORDED 5/1/1876 IN LIBER 2 OF LANSING DEEDS AT PAGE 555 (DEED ILLEGIBLE).
25. RESERVATION RECITED IN A DEED RECORDED 9/30/1892 IN LIBER 139 OF DEEDS, PAGE 366 (BLANKET IN NATURE).
26. RIGHT OF WAY CONVEYED TO HARRY S. BROOKS IN DEED RECORDED 10/20/1899 IN LIBER 151 CP 297 AS REPEATED IN LIBER 152 CP 105 (BLANKET IN NATURE).
27. RIGHT OF WAY CONVEYED TO EDGAR H. BUCKLIN IN DEED RECORDED 7/25/1899 IN LIBER 153 CP 285 (BLANKET IN NATURE).
28. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 145 (BLANKET IN NATURE).
29. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 150 (BLANKET IN NATURE).
30. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 153 (BLANKET IN NATURE).
31. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, RECORDED 6/25/1941 IN LIBER 254 OF DEEDS, PAGE 325 AND AS SUPPLEMENTED BY LIBER 464 OF DEEDS, PAGE 96 (BLANKET IN NATURE).
32. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/25/1941 IN LIBER 254 CP 328 (BLANKET IN NATURE).
33. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/25/1941 IN LIBER 254 CP 329 (BLANKET IN NATURE).
34. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 3/11/1942 IN LIBER 259 CP 417 (BLANKET IN NATURE).
35. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 3/11/1942 IN LIBER 259 CP 422 (BLANKET IN NATURE).
36. SUBJECT TO ANY RIGHTS OF THE STATE OF NEW YORK TO A PORTION OF THE PREMISES WHICH MIGHT BE INCLUDED WITHIN THE WESTERN BOUNDARIES OF THE PREMISES AS SET FORTH IN A DEED TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 7/5/1951 AND RECORDED 7/6/1951 IN LIBER 342 CP 381, AND MAP FILED IN CABINET B, DRAWER 4 (BLANKET IN NATURE).
37. SUBJECT TO ANY RIGHTS OF ADJOINING OWNERS TO CROSS THE PREMISES SET FORTH IN DEED TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 5/26/1952 AND RECORDED 7/5/1952 IN LIBER 350 CP 420 (UNABLE TO PLOT).
38. RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 12½ FEET WIDE AS RESERVED IN DEED FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/26/1953 IN LIBER 356 CP 145 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).
39. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 201 (BLANKET IN NATURE).
40. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 203 (BLANKET IN NATURE).
41. RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 12½ FEET WIDE AS RESERVED IN DEED FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 205 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).
42. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, RECORDED 7/3/1953 IN LIBER 359 OF DEEDS, PAGE 248 (BLANKET IN NATURE).
43. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 7/30/1953 IN LIBER 359 CP 249 (BLANKET IN NATURE).
44. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 7/1953 IN LIBER 359 CP 272 (BLANKET IN NATURE).
45. EASEMENT FOR RAILROAD EMBANKMENT RECORDED 9/4/1953 IN LIBER 361 OF DEEDS, PAGE 297 (UNABLE TO PLOT CORRECT LOCATION).
46. OBLIGATION TO MAINTAIN FENCES RECITED IN DEED RECORDED 11/29/1953 IN LIBER 364 CP 404 (UNABLE TO PLOT CORRECT LOCATION).
47. PERMIT TO DISCHARGE SEWAGE OR WASTES INTO THE WATERS OF THE STATE RECORDED 1/9/1954 IN LIBER 12 MISCELLANEOUS RECORDS PAGE 226 (BLANKET IN NATURE).
48. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 10/7/1955 IN LIBER 382 CP 311 (BLANKET IN NATURE).
49. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 12/4/1957 IN LIBER 402 CP 281 (BLANKET IN NATURE).
50. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK TELEPHONE COMPANY RECORDED 9/1/1959 IN LIBER 420 CP 304 (BLANKET IN NATURE).
51. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/29/1962 IN LIBER 440 CP 735 (BLANKET IN NATURE).
52. EASEMENT TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 1/24/1968 IN LIBER 473 CP 672 (BLANKET IN NATURE).
53. EASEMENT TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/15/1968 IN LIBER 473 CP 992 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).
54. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT RECORDED 6/30/1971 IN LIBER 493 OF DEEDS, PAGE 386 (BLANKET IN NATURE).
55. OVERHEAD ELECTRIC WIRES SHOWN ON MAP FILED 12/10/1993 IN MAP DRAWER X-30 (OFF SITE – SHOWN ON SURVEY)
56. EASEMENTS CONTAINED IN DEED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION TO TOMPKINS COUNTY RECORDED 6/28/1995 IN LIBER 752 CP 178 (SHOWN ON SURVEY).
57. PERMANENT ROADWAY EASEMENT RECORDED 10/11/1996 IN LIBER 782 OF DEEDS, PAGE 312 (SHOWN ON SURVEY).
58. AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L.P., DATED AS OF 5/1/1999 AND RECORDED 5/20/1999 IN LIBER 847 OF DEEDS, PAGE 46. AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND CAYUGA OPERATING COMPANY LLC DATED AS OF 6/29/2012 AND RECORDED 7/16/2012 AS INSTRUMENT NO. 594334-007 (BLANKET IN NATURE).
59. SUBJECT TO COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND AS SET FORTH IN A PERMIT ISSUED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PROHIBITING NEW YORK STATE ELECTRIC & GAS CORPORATION, ITS SUCCESSORS AND ASSIGNS FROM GROWING OR CULTIVATING FOOD CROPS ON ANY PORTION OF THE ABOVE-DESCRIBED PREMISES USED AT ANY TIME AS A FLY ASH DISPOSAL FACILITY RECORDED 02/13/1998 IN LIBER 813, PAGE 243 (BLANKET IN NATURE).
60. SUBJECT TO A LICENSE AGREEMENT BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND ROBIN FARMS, INC., DATED 2/7/1995 GRANTING ROBIN FARMS A LICENSE TO USE A PORTION OF THE PREMISES FOR AGRICULTURAL PURPOSES (OFF SITE – LOT 16.2).
61. A PERMANENT RIGHT OF WAY AND EASEMENT TO THE TOWN OF LANSING TO LAY, CONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REMOVE, REPLACE OR CHANGE THE SIZE OF A WATER MAIN WITH APPURTENANCES ACROSS A PORTION OF THE PREMISES (OFF SITE – LOT 3.1).
62. INDUCEMENT RESOLUTION RECORDED 3/6/2009 AS INSTRUMENT NO. 538683-004 (BLANKET IN NATURE).
63. RIGHT OF FIRST REFUSAL AGREEMENT RECORDED 7/16/2012 AS INSTRUMENT NO. 594334-008 (BLANKET IN NATURE).
64. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE UNRECORDED THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT MADE BY AND BETWEEN THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CAYUGA OPERATING COMPANY, LLC DATED AS OF 7/17/2015, AS SET FORTH IN THE MORTGAGE SET FORTH BELOW. COLLATERAL SECURITY MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MADE BY AND BETWEEN CAYUGA OPERATING COMPANY, LLC, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MUFG UNION BANK, N.A., AS COLLATERAL AGENT, DATED AS OF 9/1/2016 AND RECORDED 9/16/2016 AS INSTRUMENT NO. 2016-11094 (BLANKET IN NATURE).
65. ELECTRIC AND COMMUNICATION EASEMENT AGREEMENT RECORDED 1/12/2017 AS INSTRUMENT NO. 2017-00421 (SHOWN ON SURVEY).
66. SUBJECT TO ANY RIGHTS, IF ANY, OF THE LEHIGH VALLEY RAILROAD COMPANY IN THE PREMISES (BLANKET IN NATURE).
67. OIL AND GAS LEASE TO J.E. TRAINER DATED 7/30/1930 AND RECORDED IN LIBER 224 OF DEEDS, AT PAGE 195 ON 5/14/1931 FOR A TERM OF TEN YEARS AND SO LONG THEREAFTER AS OIL OR GAS IS PRODUCED FROM THE LANDS LEASED AND ROYALTY AND RENTAL PAID BY LESSEE THEREFOR, AS ASSIGNED TO WILLIAM H. WORKMAN BY ASSIGNMENT OF LEASE RECORDED 8/5/1933 IN LIBER 232 OF DEEDS, PAGE 451 (BLANKET IN NATURE).
68. OIL AND GAS LEASE TO J.E. TRAINER DATED 7/30/1930 AND RECORDED IN LIBER 224 OF DEEDS, AT PAGE 264 ON 5/14/1931 FOR A TERM OF TEN YEARS AND SO LONG THEREAFTER AS OIL OR GAS IS PRODUCED FROM THE LANDS LEASED AND ROYALTY AND RENTAL PAID BY LESSEE THEREFOR, AS ASSIGNED TO WILLIAM H. WORKMAN BY ASSIGNMENT OF LEASE RECORDED 8/5/1933 IN LIBER 232 OF DEEDS, PAGE 451 (BLANKET IN NATURE).
69. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN AN UNRECORDED LEASE MADE BY AND BETWEEN HENRY THOMPSON, LESSOR, AND JOHNATHAN BOTHWELL AND CHARLES SOBERS, LESSEE, REFERRED TO IN THE DEED AS SET FORTH BELOW. WITH REGARD THERETO: DEED BY AND BETWEEN HENRY THOMPSON AND HARIET S. THOMPSON, WIFE OF HENRY THOMPSON AND ALBERT H. THOMPSON, DATED 9/12/1892 AND RECORDED ON 9/30/1892 IN (AS) LIBER 139 OF DEEDS, PAGE 366 (BLANKET IN NATURE).
70. LEASE GIVEN BY LEHIGH VALLEY RAILROAD COMPANY, LESSOR, TO DERK BUNK AND SUSIE BUNK, LESSEE, DATED 5/5/1950 AND ASSIGNMENT OF LEASE FROM LEHIGH VALLEY RAILROAD COMPANY TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 6/20/1952, COLLECTIVELY RECORDED ON 7/5/1952 IN LIBER 350 CP 423 TOGETHER WITH THE RIGHT TO USE A DRIVEWAY SHOWN ON A MAP ENTITLED "LEHIGH VALLEY RAILROAD BUFFALO DIVISION A&I BRANCH MAP" (SHOWN ON SURVEY).
71. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN A MEMORANDUM OF LEASE (COMPANY TO AGENCY) MADE BY AND BETWEEN AES EASTERN ENERGY, L.P., LESSOR, AND TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY , LESSEE, A MEMORANDUM OF WHICH DATED AS OF 2/27/2009 WAS RECORDED ON 3/6/2009 IN (AS) INSTRUMENT NO. 538683-001 (TERM COMMENCED 2/27/2009 AND TERMINATES 2/1/2029, NO EXTENSIONS OR RENEWALS) (BLANKET IN NATURE). WITH REGARD THERETO: (A) MEMORANDUM OF AMENDED AND RESTATED LEASE (COMPANY TO AGENCY) MADE BY AND BETWEEN AES EASTERN ENERGY, L.P. AND TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY DATED AS OF 6/1/2012 AND RECORDED ON 7/16/2012 IN (AS) INSTRUMENT NO. 594334-002 (BLANKET IN NATURE).
72. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN A MEMORANDUM OF LEASEBACK (AGENCY TO COMPANY) MADE BY AND BETWEEN TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY , LESSOR, AND AES EASTERN ENERGY, L.P., LESSEE, A MEMORANDUM OF WHICH DATED AS OF 2/27/2009 WAS RECORDED ON 3/6/2009 IN (AS) INSTRUMENT NO. 538683-002 (TERM COMMENCED 2/27/2009 AND TERMINATES 2/1/2029, NO EXTENSIONS OR RENEWALS).WITH REGARD THERETO: (A) MEMORANDUM OF AMENDED AND RESTATED LEASEBACK (AGENCY TO COMPANY) MADE BY AND BETWEEN TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND AES EASTERN ENERGY, L.P. DATED AS OF 6/1/2012 AND RECORDED ON 7/16/2012 IN (AS) INSTRUMENT NO. 594334-003 (BLANKET IN NATURE).

SUBSTATION PARCEL

LINE	BEARING	DISTANCE
L1	N 18°29'05" W	120.43'
L2	N 71°30'56" E	24.00'
L3	N 18°58'53" E	50.72'
L4	N 71°36'37" E	124.62'
L5	N 34°07'08" E	34.78'
L6	N 18°14'33" W	62.67'
L7	S 71°55'10" W	38.37'
L8	N 18°11'46" W	121.12'
L9	N 72°09'34" E	48.83'
L10	N 18°31'38" W	60.86'
L11	N 71°55'06" E	251.15'
L12	S 18°11'28" E	357.80'
L13	S 71°48'12" W	244.57'
L14	S 18°05'44" E	68.93'
L15	S 71°50'49" W	222.67'

SURVEYOR'S DESCRIPTION

BEGINNING AT A POINT IN WESTERLY LINE OF LAKE RIDGE ROAD, WIDTH VARIES, WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OF FORMERLY OF TOLEN, AS DESCRIBED IN INSTRUMENT NO. 532231-001, WITNESSED BY A REBAR, FOUND, MEASURED 0.2' SOUTHERLY AND 0.3' WESTERLY, AND RUNNING; THENCE

1. ALONG SAID DIVISION LINE, SOUTH 85°30'16" WEST, A DISTANCE OF 24.71 FEET, TO A POINT, WITNESSED BY A REBAR, FOUND, MEASURED 0.3' WESTERLY; THENCE
2. ALONG SAID DIVISION LINE, THEN ALONG LANDS NOW OR FORMERLY OF MACK, AS DESCRIBED IN LIBER 864 PAGE 138, THEN ALONG LANDS NOW OR FORMERLY OF BALOG, AS DESCRIBED IN LIBER 611 PAGE 463, SOUTH 06°42'37" EAST, A DISTANCE OF 817.60 FEET, TO A POINT IN THE NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, 49.5 FEET WIDE, WITNESSED BY A REBAR, FOUND, MEASURED 0.6' WESTERLY; THENCE
3. LEAVING MILLIKEN STATION ROAD, ALONG THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF TRENHOLM, AS DESCRIBED IN INSTRUMENT NO. 513268-001, THEN ALONG LANDS NOW OR FORMERLY OF REEVES, AS DESCRIBED IN INSTRUMENT NO. 2013-13119, SOUTH 87°59'08" WEST, A DISTANCE OF 421.89 FEET, TO A POINT, WITNESSED BY AN IRON ROD, FOUND, MEASURED 0.4' WESTERLY AND 0.2' SOUTHERLY; THENCE
4. ALONG SAID LANDS OF REEVES, SOUTH 02°11'17" EAST, A DISTANCE OF 358.43 FEET, TO A POINT IN SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, WITNESSED BY AN IRON ROD, FOUND, MEASURED 0.4' SOUTHWESTERLY; THENCE
5. ALONG SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, SOUTH 73°58'51" WEST, A DISTANCE OF 118.96 FEET, TO A POINT; THENCE
6. CONTINUING ALONG THE SAME, SOUTH 68°24'26" WEST, A DISTANCE OF 274.77 FEET, TO A POINT; THENCE
7. ALONG THE SAME, SOUTH 61°34'20" WEST, A DISTANCE OF 315.82 FEET, TO A POINT; THENCE
8. ALONG THE SAME, SOUTH 58°34'42" WEST, A DISTANCE OF 114.45 FEET, TO A POINT; THENCE
9. ALONG THE SAME, SOUTH 56°02'24" WEST, A DISTANCE OF 654.22 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.2' SOUTHERLY AND 0.5' WESTERLY; THENCE
10. LEAVING MILLIKEN STATION ROAD, NORTH 84°42'23" WEST, A DISTANCE OF 226.88 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.5' WESTERLY; THENCE
11. SOUTH 04°20'33" WEST, A DISTANCE OF 171.75 FEET, TO A POINT IN SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.6' SOUTHWESTERLY; THENCE
12. ALONG SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, SOUTH 60°35'23" WEST, A DISTANCE OF 276.49 FEET, TO A POINT; THENCE
13. CONTINUING ALONG THE SAME, SOUTH 61°12'40" WEST, A DISTANCE OF 548.78 FEET, TO A POINT; THENCE
14. ALONG THE SAME, SOUTH 56°20'10" WEST, A DISTANCE OF 167.16 FEET, TO A POINT, WITNESSED BY A REBAR, FOUND, MEASURED 0.5' NORTHERLY AND 0.2' WESTERLY; THENCE
15. ALONG THE SAME, SOUTH 51°24'33" WEST, A DISTANCE OF 310.82 FEET, TO A POINT; THENCE
16. ALONG THE SAME, SOUTH 49°59'16" WEST, A DISTANCE OF 163.88 FEET, TO A POINT; THENCE
17. ALONG THE SAME, SOUTH 53°19'48" WEST, A DISTANCE OF 211.38 FEET, TO A POINT; THENCE
18. ALONG THE SAME, SOUTH 56°55'18" WEST, A DISTANCE OF 189.95 FEET, TO A POINT; THENCE
19. ALONG THE SAME, SOUTH 57°53'16" WEST, A DISTANCE OF 481.74 FEET, TO A POINT; THENCE
20. ALONG THE SAME, SOUTH 56°44'15" WEST, A DISTANCE OF 578.42 FEET, TO A POINT; THENCE
21. ALONG THE SAME, SOUTH 45°59'22" WEST, A DISTANCE OF 287.59 FEET, TO A POINT; THENCE
22. ALONG THE SAME, SOUTH 36°58'39" WEST, A DISTANCE OF 151.95 FEET, TO A POINT; THENCE
23. ALONG THE SAME, SOUTH 36°54'53" WEST, A DISTANCE OF 229.36 FEET, TO A POINT; THENCE
24. ALONG THE SAME, SOUTH 42°32'47" WEST, A DISTANCE OF 103.53 FEET, TO A POINT; THENCE
25. ALONG THE SAME, SOUTH 44°53'00" WEST, A DISTANCE OF 170.82 FEET, TO A POINT; THENCE
26. ALONG THE SAME, SOUTH 52°22'52" WEST, A DISTANCE OF 123.62 FEET, TO A POINT IN THE SOUTHWESTERLY TERMINUS OF SAID MILLIKEN STATION ROAD; THENCE
27. ALONG SAID TERMINUS, SOUTH 38°31'33" EAST, A DISTANCE OF 24.75 FEET, TO THE CENTER LINE OF SAID ROAD; THENCE
28. ALONG THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, LLC, AS DESCRIBED IN LIBER 863 PAGE 248, SOUTH 51°54'36" WEST, A DISTANCE OF 66.00 FEET, TO A POINT IN THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF RONSVALLE, AS DESCRIBED IN LIBER 872 PAGE 313; THENCE
29. ALONG SAID LANDS AND THEN ALONG LANDS NOW OR FORMERLY OF STONE, AS DESCRIBED IN LIBER 639 PAGE 544, NORTH 38°31'35" WEST, A DISTANCE OF 56.50 FEET, TO A POINT; THENCE
30. ALONG SAID LANDS, NORTH 51°28'27" EAST, A DISTANCE OF 16.50 FEET; THENCE
31. ALONG THE SAME, NORTH 38°31'33" WEST, A DISTANCE OF 56.00 FEET, TO A POINT; THENCE
32. ALONG THE SAME, SOUTH 51°28'27" WEST, A DISTANCE OF 16.50 FEET, TO A POINT IN THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF STONE, AS DESCRIBED IN LIBER 550 PAGE 408; THENCE
33. ALONG THE SAME, NORTH 38°31'33" WEST, A DISTANCE OF 136.00 FEET, TO A POINT; THENCE
34. ALONG THE SAME, SOUTH 51°28'27" WEST, A DISTANCE OF 36.00 FEET, TO A POINT ON THE EASTERLY SHORE OF CAYUGA LAKE; THENCE
35. ALONG SAID EASTERLY SHORE, NORTH 31°20'16" WEST, A DISTANCE OF 1030.76 FEET, TO A POINT; THENCE
36. ALONG THE SAME, NORTH 12°06'41" WEST, A DISTANCE OF 1117.23 FEET, TO A POINT; THENCE
37. ALONG THE SAME, NORTH 18°16'32" WEST, A DISTANCE OF 1143.50 FEET, TO A POINT; THENCE
38. ALONG THE SAME, NORTH 12°11'18" WEST, A DISTANCE OF 1241.70 FEET, TO A POINT; THENCE
39. LEAVING SAID EASTERLY SHORE OF CAYUGA LAKE, ALONG LANDS NOW OR FORMERLY OF THE FINER LAKES LAND TRUST, INC., AS DESCRIBED IN INSTRUMENT NO. 2022-05626, SOUTH 89°54'11" EAST, A DISTANCE OF 341.37 FEET, TO A POINT; THENCE
40. ALONG SAID LANDS, SOUTH 82°57'37" EAST, A DISTANCE OF 2100.00 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.2' SOUTHERLY; THENCE
41. ALONG THE SAME, NORTH 10°27'41" WEST, A DISTANCE OF 24.75 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.4' WESTERLY; THENCE
42. ALONG THE SAME, NORTH 79°32'23" EAST, A DISTANCE OF 1166.28 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.4' WESTERLY; THENCE
43. ALONG THE SAME, NORTH 85°27'28" EAST, A DISTANCE OF 170.25 FEET, TO A POINT; THENCE
44. ALONG THE SAME, NORTH 87°42'36" EAST, A DISTANCE OF 398.52 FEET, TO A POINT; THENCE
45. ALONG THE SAME, NORTH 87°57'43" EAST, A DISTANCE OF 1234.97 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.5' WESTERLY; THENCE
46. ALONG THE SAME, NORTH 01°20'24" WEST, A DISTANCE OF 1467.61 FEET, TO A POINT; THENCE
47. ALONG THE SAME, NORTH 88°12'54" EAST, A DISTANCE OF 676.39 FEET, TO A POINT IN THE AFOREMENTIONED WESTERLY LINE OF LAKE RIDGE ROAD, WITNESSED BY PIN WITH CAP, FOUND, MEASURED 0.3' WESTERLY; THENCE
48. ALONG SAID WESTERLY LINE OF LAKE RIDGE ROAD, SOUTH 22°47'33" EAST, A DISTANCE OF 730.00 FEET, TO A POINT; THENCE
49. ALONG THE SAME, SOUTH 23°04'04" EAST, A DISTANCE OF 903.99 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, TAX MAP 11.-1-3.23, SUBSTATION PARCEL, AS SHOWN IN INSTRUMENT NO. 594334-006, DESCRIBED AS FOLLOWS:

COMMENCING AT THE TERMINUS OF THE 27TH/ COURSE OF THE ABOVE DESCRIPTION AND RUNNING; THENCE;

A. NORTH 08°11'47"WEST, A DISTANCE OF 1036.70 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK', AND POINT OF BEGINNING; THENCE
1. NORTH 18°29'05" WEST, A DISTANCE OF 120.43 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
2. NORTH 71°30'56" EAST, A DISTANCE OF 24.00 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
3. NORTH 18°58'53" EAST, A DISTANCE OF 50.72 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
4. NORTH 71°36'37" EAST, A DISTANCE OF 124.62 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
5. NORTH 34°07'08" EAST, A DISTANCE OF 34.78 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
6. NORTH 18°14'33" WEST, A DISTANCE OF 62.67 FEET, TO A POINT; THENCE
7. SOUTH 71°55'10" WEST, A DISTANCE OF 38.37 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
8. NORTH 18°11'46" WEST, A DISTANCE OF 121.12 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
9. NORTH 72°09'34" EAST, A DISTANCE OF 48.83 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
10. NORTH 18°31'38" WEST, A DISTANCE OF 60.86 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
11. NORTH 71°55'06" EAST, A DISTANCE OF 251.15 FEET, TO A POINT; THENCE
12. SOUTH 18°11'28" EAST, A DISTANCE OF 357.80 FEET, TO A POINT; THENCE
13. SOUTH 71°48'12" WEST, A DISTANCE OF 244.57 FEET, TO A POINT; THENCE
14. SOUTH 18°05'44" EAST, A DISTANCE OF 68.93 FEET, TO A POINT; THENCE
15. SOUTH 71°50'49" WEST, A DISTANCE OF 222.67 FEET, TO THE POINT OF BEGINNING.

100 0 50 100
SCALE IN FEET
(1" = 100')

Date	Description	No.
Revisions		

LANGAN
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Project: CAYUGA SOLAR PROJECT
TAX MAP NO(S). 11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No.: 190091601
Date: NOVEMBER 2, 2023
Drawn By: KEC
Checked By: TR
Drawing No.: VL206
Sheet 6 of 6

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Section 1a
Wetland Delineation Assessment

RAMBOLL

ENVIRONM
& HEALTH

MEMO

Project name	**Cayuga Concept Engineering (CCE) Wetland Delineation, Lansing, NY**
Project no.	**1940113922-001**
Client	**Cayuga Concept Engineering**
Memo no.	**INTERNAL DRAFT**
Version	
To	**File**
From	**Ron Chiarello, Christopher Nack**
Copy to	**Hunter Alderman, Erik Lanahan**

List of Figures

Figure 01 – Site Location
Figure 02 – Delineated Wetlands (Cowardin classification) and Streams

List of Attachments

Attachment 1 – Wetland Data Forms
Attachment 2 – Wetland Photograph Log
Attachment 3 – Soil Map
Attachment 4 – NYS Freshwater Wetlands and National Wetland Inventory mapping
Attachment 5 – Floodplain Map

Date November 26, 2024

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Ramboll performed a wetland delineation in June 2025 for the Cayuga Operating Company facility at 228 Cayuga Dr, Lansing, NY 14882 (**Figure 01**). The Site is approximately 194.1± acres (See **Figure 01**) and consists of inactive agricultural land, industrial property, and undeveloped woodland. The Site was evaluated for the potential presence of wetlands and waters, as regulated by the U.S Army Corps of Engineers (USACE) and the New York State Department of Environmental Conservation (NYSDEC). The delineation was conducted by Ramboll wetland biologists trained in wetlands identification and delineation, between June 5 and June 13, 2025.

Methodology

The USACE and U.S. Environmental Protection Agency (USEPA) jointly define wetlands as those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions [33 Code of Federal Regulation (CFR) 328.3(b), 40 CFR 230.3(t)]. Environmental criteria for wetlands, as defined by the USACE, include:

the dominant vegetation is hydrophytic (water tolerant).
the soils present have been classified as hydric or possess reducing soil characteristics.
the area is either permanently or periodically inundated at mean water depths less than or equal to 6.6 feet, or the soil is permanently or periodically saturated to the surface during the growing season.

To make a positive wetland determination, a minimum of one wetland indicator from each criterion (vegetation, soil and hydrology) must be found. The Routine Determination Method outlined in USACE (1987) was used in conjunction with procedures outlined in the Regional Supplement to assess the presence/absence of wetlands at the proposed project location.

Routine determinations involve rapidly applied methods that result in sufficient qualitative data for identifying wetland and non-wetland areas. The Routine Determination Method consists of a combination of off-site data review and on-site investigation. Off-site activities included an evaluation of available information regarding environmental conditions at the proposed project location. On-site activities consisted of collecting the field data required to identify and delineate wetland boundaries. Field data were gathered at sampling points chosen in potential wetland areas as well as in upland areas.

The wetlands survey efforts for this project included the following:

A desktop review of the Site using information obtained from the United States Fish and Wildlife Service (USFWS), United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Web Soil Survey, Federal Emergency Management Agency (FEMA) and NYSDEC.
A site reconnaissance survey for the presence or absence of natural resources of concern (wetlands, waters of the United States, floodplains) and delineation of wetlands that meet the federal criteria outlined in USACE 1987 and 2012.

Desktop Review

Data and information obtained as part of the desktop review included the following:

National Wetland Inventory (NWI) Maps, as presented in the NWI Wetland Mapper. https://www.fws.gov/wetlands/Data/Mapper.html (USFWS 2024)
New York State Freshwater Wetland (NYSFW) Maps and mapped streams, as presented in the NYSDEC Environmental Resource Mapper (ERM). http://www.dec.ny.gov/gis/erm/ (NYSDEC 2024)
Custom Web Soil Survey obtained from the U.S. Department of Agriculture National Resources Conservation Service (USDA-NRCS). http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx (USDA-NRCS 2024).
FEMA Flood Rate Insurance Map (FIRM) for Clay, NY. https://msc.fema.gov/portal/search#searchresultsanchor (FEMA 2024)
Historical Aerial Photograph Imagery obtained from United States Geological Survey (USGS) Earth Explorer (USGS 2024) https://eathexplorer.usgs.gov/.

Based on the review of the NWI Mapping for the Site (**Attachment 4**), one riverine habitat (R4SBC) is located on the northwest corner of the property. Based on the review of the NYSDEC ERM (**Attachment 4**), two streams were identified within the Site boundaries:

- Tributary of Cayuga Lake, Water Index Number Ont. 66-12-P 296 (Trib. 45), a NYS Class C stream. Trib. 45 corresponds with the NWI riverine habitat (R4SBC) noted above.
- Tributary of Cayuga Lake, Water Index Number Ont. 66-12-P 296 (Trib. 45a), a NYS Class C stream.

Based on the review of the NYSDEC ERM (**Attachment 4**), no previously mapped wetlands were located on the Site. However, the Informational Freshwater Wetland Mapping layer of the ERM indicates 31 informational wetlands on the Site. The Informational Freshwater Wetland Mapping layer is intended to be used for informational purposes in identifying the general location and extent of potential freshwater wetlands. As mapped, informational wetlands do not represent state of federally regulated wetlands. However, informational wetlands require further desktop and field investigation to determine jurisdictional standing

Based on the FEMA FIRM mapping for the Site (**Attachment 5**), the Site is not located within a 100- or 500-year mapped flood zone.

Review of mapped soil descriptions from the Web Soil Survey (USDA-NRCS 2024) indicated that soils within the Site were dominated by Hudson, Hudson-Cayuga and Ovid soils, which are non-hydric. See **Attachment 3** for a complete list of soils identified within the Site.

On-Site Investigation
Ramboll biologists performed the field activities associated with wetland presence/absence survey between June 5 and June 13, 2025. On-site activities included the evaluation of vegetative communities, the soil substrate, and hydrologic characteristics to identify the presence/absence of wetlands. Field data were gathered at several locations within the parcel boundaries (see **Figure 02**). Wetlands were identified based on the presence of each of the following three parameters pursuant to the USACE methodology: hydric soils; a vegetative community dominated by hydrophytes; and inundated or saturated soil conditions, and/or indicators of hydrologic patterns.

Vegetative, soil, and hydrologic conditions were recorded on Wetland Data Forms for the USACE-delineation methodology specified in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. These forms are included as **Attachment 1**. A description of the vegetative, soil and hydrologic conditions is provided in the following sections and photograph logs documenting field activities are included as **Attachment 2**.

Soils

Observed soil characteristics were compared to the mapped soil descriptions from the Web Soil Survey (USDA-NRCS 2024) and evaluated for hydric soil indicators as described in USACE (1987 and 2012). Soil physical characteristics were evaluated during the investigation by excavating to a depth needed to evaluate potential hydric soil indicators below ground surface (generally 18 inches, unless refusal occurred). Soil color was evaluated using Munsell Soil Color Charts (Munsell 2000). Soils that exhibit hydric soil characteristics, such as low chroma colors and/or evidence of reducing conditions (e.g., presence of redox concentrations/depletions or gleying), met the hydric soil criterion per USACE (1987 and 2012).

Site soils observed during excavations generally consisted of variable depths of loamy clay with and without gravel/shale. Soils from excavations within wetlands exhibited conditions consistent with depleted matrix criteria within their profiles. Characteristics observed at each sampling point are summarized on the Wetland Data Forms included as **Attachment 1**.

Vegetation

The criterion for wetland vegetation is a dominance of hydrophytic species. A species is considered hydrophytic per USACE (1987 and 2012) if it is classified per the National Wetland Plant List (USACE 2022) as obligate (OBL), facultative wet (FACW) or facultative (FAC). A dominance of hydrophytes requires that more than 50% of the vegetative species in an area are classified as hydrophytic.

In accordance with USACE (1987 and 2012), observations of vegetation focus on dominant vegetative species in four categories: trees (minimum 3-inch diameter at breast height), saplings/shrubs (less than 3-inch diameter and greater than 3.28 feet tall), herbs and woody vines. Observed vegetative species and their associated indicator statuses are listed in the Wetland Data Forms (**Attachment 1**). The Site wetland vegetation ranged from emergent species (grasses, wildflowers and sedges), shrub species (dogwoods, buckthorn and tree samplings) and trees (ash, elms and hickories).

Hydrology

The Site was examined for field indicators of wetland hydrology. According to USACE (1987 and 2012), wetland hydrology consists of permanent or periodic inundation, drainage patterns or soil saturation to the surface during the growing season. If these indicators were present within the sampling points, the hydrology criterion for wetlands was met.

Generally, the Site's wetlands receive hydrologic input from overland flow from adjacent upland areas. Hydrology moved generally from east to west, towards Cayuga Lake. The Site is not within a 100- or 500-year mapped flood zone. Hydrologic indicators observed within the sampling points were recorded on Wetland Data Forms (**Attachment 1**). As previously discussed, two tributaries to Cayuga Lake were identified during the desktop review, with flows generally to the west. Tributary 45 (CCE-PS1) was delineated at the northwest corner of the Site as shown in **Figure 02**. Tributary 45a is mapped within a previously disturbed area and no channel associated with the tributary was identified during the delineation efforts. Two perennial, 4 intermittent and 18 ephemeral streams were identified within the

site boundaries with flow generally to the west towards Cayuga Lake (**Figure 02**). In addition, 8 roadside ditches were identified. Total linear feet for each stream and ditch feature delineated are provided in **Table 1**.

Table 1. Total linear feet (lf) for each stream delineation and total lf for each stream type within the Site.

STREAM ID	EPHEMERAL LF	INTERMITTENT LF	PERENNIAL LF
CCE-EP1	532.89	--	--
CCE-EP1A	11.61	--	--
CCE-EP2	225.91	--	--
CCE-EP3	296.92	--	--
CCE-EP4	835.01	--	--
CCE-EP5	859.64	--	--
CCE-EP6	1,835.63	--	--
CCE-EP7	439.68	--	--
CCE-EP8	1,020.73	--	--
CCE-EP9	279.82	--	--
CCE-EP10	176.79	--	--
CCE-EP11	873.69	--	--
CCE-EP12	794.50	--	--
CCE-EP13	1,728.08	--	--
CCE-EP14	1,056.80	--	--
CCE-EP15	654.78	--	--
CCE-EP16	594.42	--	--
CCE-EP17	294.16	--	--
CCE-EP18	294.16	--	--
CCE-IS1	--	729.98	--
CCE-IS2	--	1,133.57	--
CCE-IS2	--	1,042.44	--
CCE-PS1	--	--	173.74
CCE-PS2	--	--	--
TOTAL	12,511.05	2,905.99	173.74

Observed Wetlands
Sampling points were identified as wetland when all three wetland criteria (hydric soils, dominance of hydrophytes and wetland hydrology) were met in the area represented. The wetland boundary and sampling point locations were surveyed by Ramboll using a hand-held Global Positioning System (GPS) unit with points subsequently corrected to provide sub-meter accuracy. The delineated wetland boundaries were flagged in the field with flagging tape and recorded digitally using the sub-meter accurate GPS. Electronic files of these points are available for use during field verification.

Figure 01 illustrates the limits of wetland boundaries identified within the Site. 24 wetland habitats (palustrine forested, or PFO; palustrine scrub-shrub or PSS; palustrine emergent, or PEM) were identified (see **Figure 02**). The total acreage of wetland identified within the Site corridor is 9.83 acres (**Table 2**). In addition to the delineated wetlands, 4 wetland areas identified on the NYSDEC's ERM information wetland layer were identified but not delineated. These wetlands are indicated in **Figure 02**.

Table 2. Total and cover type acreages for each wetland delineation and total wetland acreage withing the Site.

WETLAND ID	ACREAGE	PEM ACREAGE	PSS ACREAGE	PFO ACREAGE
W1	0.03	--	--	0.03
W2	0.02	--	--	0.02
W3	0.05	--	0.05	--
W4	0.05	--	0.05	--
W5	1.06	0.70	0.36	--
W6	0.02	0.02	--	--
W7	0.05	--	0.05	--
W8	0.03	--	--	0.03
W9	0.17	--	0.17	--
W10	0.01	--	0.01	--
W11	0.04	--	0.04	--
W12	1.37	--	0.77	0.60
W13	0.36	0.36	--	--
W14	0.18	--	0.18	--
W15	0.03	--	0.03	--
W16	0.06	--	0.06	--
W17	0.10	--	0.10	--
W18	0.07	--	0.07	--
W19	0.71	0.04	0.67	--
W20	0.18	--	0.18	--
W21	0.45	--	0.45	--
W22	0.12	0.12	--	--
W23	1.32	1.32	--	--
W30	3.36	1.64	1.71	--

TOTAL	9.83	4.20	4.95	0.68

The following is a brief description of the species and general hydrologic conditions associated with each wetland habitat delineated within the Site:

W1–W1 (**Figure 02**) is 0.03 acres and is located on the northeast corner of the Site, north of CCE-EP1. W1 consists of PFO habitat (**Figure 02**). Hydrologic flow of W1 is generally to the south towards CCE-EP1, which ultimately flows to Cayuga Lake. Species associated with W1 habitats include (soil boring – SB-CCE-01):

Rhamnus cathartica - European Buckthorn – FAC
Tilia americana - American Basswood – FACU
Carya ovata - Shag-Bark Hickory – FACU
Impatiens capensis - Spotted Touch-Me-Not – FACW

W2 – W2 (**Figure 02**) is 0.02 acres and is located northeast portion of the Site, south of CCE-EP1. W2 consists of PFO habitat (**Figure 02**). Hydrologic flow of W2 is generally to the north towards CCE-EP1, which ultimately flows to Cayuga Lake. Species associated with W2 habitats include (soil boring – SB-CCE-02):

Rhamnus cathartica - European Buckthorn – FAC
Carya ovata - Shag-Bark Hickory – FACU
Equisetum arvense - Field Horsetail - FAC

W3 – W3 (**Figure 02**) is 0.05 acres and is a linear wetland located in the northern portion of the Site. W3 consists of PSS habitats (**Figure 02**) and is located in the downstream portion of Ditch 2. Hydrologic flow of W3 is generally to the west, though the wetland appears to be isolated. Species associated with W3 habitats include (soil boring – SB-CCE-04):

Acer rubrum - Red Maple – FAC
Quercus rubra - Northern Red Oak – FACU
Rhamnus cathartica - European Buckthorn – FAC

W4 – W4 (**Figure 02**) is 0.05 acres and is a linear wetland located in the northern portion of the Site. W4 consists of PSS habitats (**Figure 02**) and is located at the west end of Ditch 3. Hydrologic flow of W4 is generally to the west, though the wetland appears to be isolated. Species associated with W4 habitats include (soil boring – SB-CCE-05):

Juglans nigra - Black Walnut – FACU
Rhamnus cathartica - European Buckthorn – FAC
Teucrium canadense - American Germander - FACW

W5 – W5 (**Figure 02**) is 1.06 acres and is located in the western portion of the Site. W5 consists of 0.70 acres of PEM and 0.36 acres of PSS habitats (**Figure 02**). Hydrologic flow of W5 is generally to the west, discharging to CCE-EP5. Species associated with W5 habitats include (soil boring – SB-CCE-11):

Agrostis gigantea - Black Bent – FACW

Scirpus atrovirens - Dark-Green Bulrush – OBL

W6 – W6 (**Figure 02**) is 0.02 acres and is located in the western portion of the Site downstream of W5 on CCE-EP5. W6 consists of 0.02 acres of PEM habitat (**Figure 02**). Hydrologic flow of W6 is generally to the west, discharging to CCE-EP5. Species associated with W6 habitats include (soil boring – SB-CCE-07):

Impatiens capensis - Spotted Touch-Me-Not – FACW
Lycopus americanus - Cut-Leaf Water-Horehound - OBL
Lemna minor - Common Duckweed – OBL
Rhamnus cathartica - European Buckthorn – FAC

W7 – W7 (**Figure 02**) is 0.02 acres and is located in the western portion of the Site downstream of W5 on the edge of CCE-EP5. W7 consists of 0.05 acres of PSS habitat (**Figure 02**). Hydrologic flow of W7 is generally to the north, discharging to CCE-EP5. Wetland area appears to be impacted from previous activities. Species associated with W7 habitats include (soil boring – SB-CCE-08):

Rhamnus cathartica - European Buckthorn – FAC
Bidens frondosa - Devil's-Pitchfork – FACW
Solidago rugosa - Wrinkle-Leaf Goldenrod - FAC

W8 – W8 (**Figure 02**) is 0.03 acres and is located in the western portion of the Site north of CCE-EP5. W8 consists of 0.02 acres of PFO habitat (**Figure 02**). Hydrologic flow of W8 is generally to the west. W8 is positioned at the base of a berm and appears to be isolated. Species associated with W8 habitats include (soil boring – SB-CCE-09):

Salix nigra - Black Willow – OBL
Rhamnus cathartica - European Buckthorn – FAC

W9 – W9 (**Figure 02**) is 0.17 acres and is located in the southeastern portion of the Site and consists of PSS habitat (**Figure 02**). Hydrologic flow of W9 is generally to the west where it flows into CCE-EP6. Species associated with W9 habitats include (soil boring – SB-CCE-13):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW
Equisetum arvense - Field Horsetail - FAC

W10 & W11– W10 (**Figure 02**) is 0.01 acres and W11 is 0.04 acres. These wetlands are located along CCE-EP8. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west to CCE-EP8. Species associated with these wetland habitats include (soil boring – SB-CCE-14 & SB-CCE-15):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW

W12 – W12 (**Figure 02**) is 1.37 acres and is located in the eastern portion of the Site at the upstream end of CCE-EP8 and consists of 0.77 acres of PSS and 0.60 acres of PFO habitat (**Figure 02**). Hydrologic flow of W12 is generally to the west where it flows into CCE-EP8. Species associated with W12 habitats include (soil boring – SB-CCE-16):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW
Equisetum arvense - Field Horsetail – FAC

W13 – W13 (**Figure 02**) is 0.36 acres and is located in the central portion of the Site downhill of the terminal end of CCE-EP10 and consists of PEM habitat (**Figure 02**). Hydrologic flow of W13 is generally to the west towards CCE-IS4. Species associated with W13 habitats include (soil boring – SB-CCE-17):

Eleocharis palustris - Common Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Carex vulpinoidea - Common Fox Sedge – OBL
Agrostis gigantea - Black Bent - FACW

W14 & W15– W14 (**Figure 02**) is 0.18 acres and W15 is 0.03 acres. These wetlands are adjacent to CCE-EP11. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the south towards CCE-EP11. Species associated with these wetland habitats include (soil boring – SB-CCE-19):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW

W16 & W17– W16 (**Figure 02**) is 0.06 acres and W17 is 0.10 acres. W16 is located along CCE-EP12 and W17 is downhill of the terminal point of CCE-EP12. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west towards CCE-IS4. Species associated with these wetland habitats include (soil boring – SB-CCE-20 & SB-CCE-21):

Eleocharis acicularis - Needle Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Agrostis gigantea - Black Bent – FACW
Onoclea sensibilis - Sensitive Fern – FACW

W18 & W19– W18 (**Figure 02**) is 0.07 acres and W19 is 0.71 acres. These wetlands are located along CCE-EP13. W18 consists of only PSS habitat (**Figure 02**), while W19 consists of 0.04 acres of PEM and 0.67 acres of PSS habitat. Hydrologic flow of these wetlands is generally to the west along CCE-EP13. Species associated with these wetland habitats include (soil boring – SB-CCE-23 & SB-CCE-33):

Matteuccia struthiopteris - Ostrich Fern – FAC
Rhamnus cathartica - European Buckthorn – FAC
Epilobium coloratum- Purple-Leaf Willowherb – OBL

W20 & W21– W20 (**Figure 02**) is 0.18 acres and W21 is 0.45 acres. These wetlands are located upstream of CCE-EP14. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west along CCE-EP14. W21 flows directly into CCE-EP14, while W20 appears to flow towards W21. Species associated with these wetland habitats include (soil boring – SB-CCE-24 & SB-CCE-25):

Eleocharis palustris - Common Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Carex vulpinoidea - Common Fox Sedge – OBL

W22 & W23– W22 (**Figure 02**) is 0.12 acres and W23 is 1.32 acres. These wetlands are located in an inactive agricultural field located on the northeastern portion of the Site. Both wetlands consist of PEM habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west and down gradient with discharge from these wetlands occurring as overland flow. Both of these wetlands are in a portion of the agricultural field that appears to have been scraped of topsoil based on the soil characteristics observed (very gravelly); changes in topography along the edges of the field and wetlands; grounds scars observed that are consistent with apparent use of construction equipment; and evidence of ground scarring on aerial photographs. Species associated with these wetland habitats include (soil boring – SB-CCE-24 & SB-CCE-25):

Juncus tenuis – Path rush – FAC
Phalaris arundinacea – Reed canary grass – FACW
Carex vulpinoidea - Common Fox Sedge – OBL

W30 – W30 (**Figure 02**) is 3.36 acres and is located in the western portion of the Site uphill of CCE-EP17 and consists of 1.64 acres of PEM and 1.71 acres of PSS habitat (**Figure 02**). Hydrologic flow of W30 is generally to the west where it flows into CCE-EP17. The area appears to be previously disturbed and soil in some areas appeared to be scrapped. Species associated with W30 habitats include (soil boring – SB-CCE-41):

Eleocharis tenuis - Slender Spike-Rush – FACW
Rhamnus cathartica - European Buckthorn – FAC
Euthamia graminifolia - Flat-Top Goldentop – FAC
Fraxinus pennsylvanica - Green Ash - FACW

Summary

Ramboll biologists performed a wetlands presence/absence survey between June 5 and June 13, 2024 within the approximately 194.1 acre Site associated with the Cayuga Operating Company facility at 228 Cayuga Dr, Lansing, NY 14882 (**Figure 01**). **Figure 02** of this memorandum illustrates the limits of habitats delineated within the Site. Twenty-four (24) wetland habitats totaling 9.83 acres were identified within the Site. The Cowardin cover types of each wetland identified during the wetland delineation and consisted of palustrine forested (0.68 acres), palustrine scrub-shrub (4.95 acres) and palustrine emergent (4.20 acres) habitats. In addition, approximately 12,511 linear feet (lf) of ephermeral, 2,906 lf of intermittent and 174 lf of perennial stream habitat was delineated.

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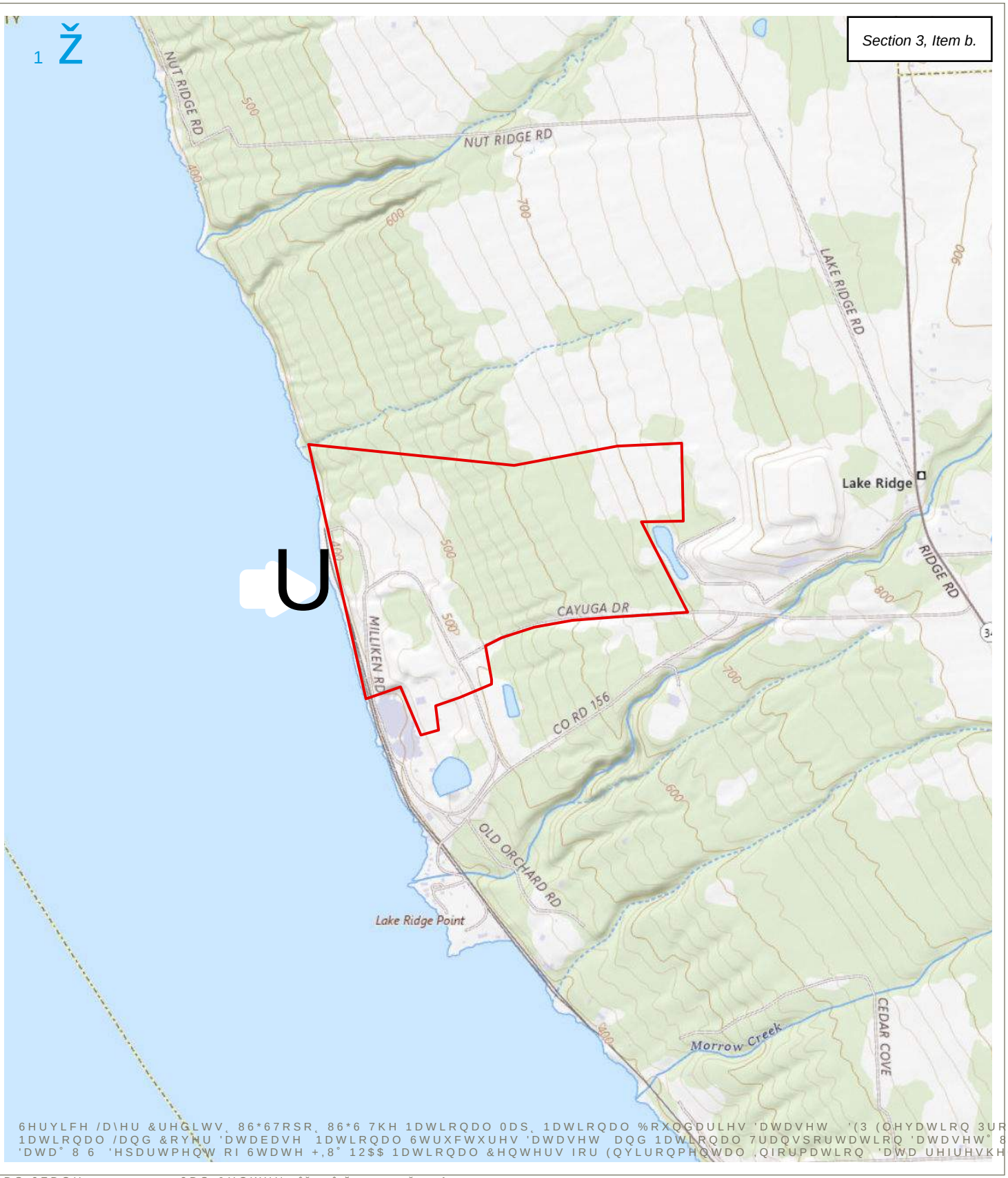
FIGURES

Confidential



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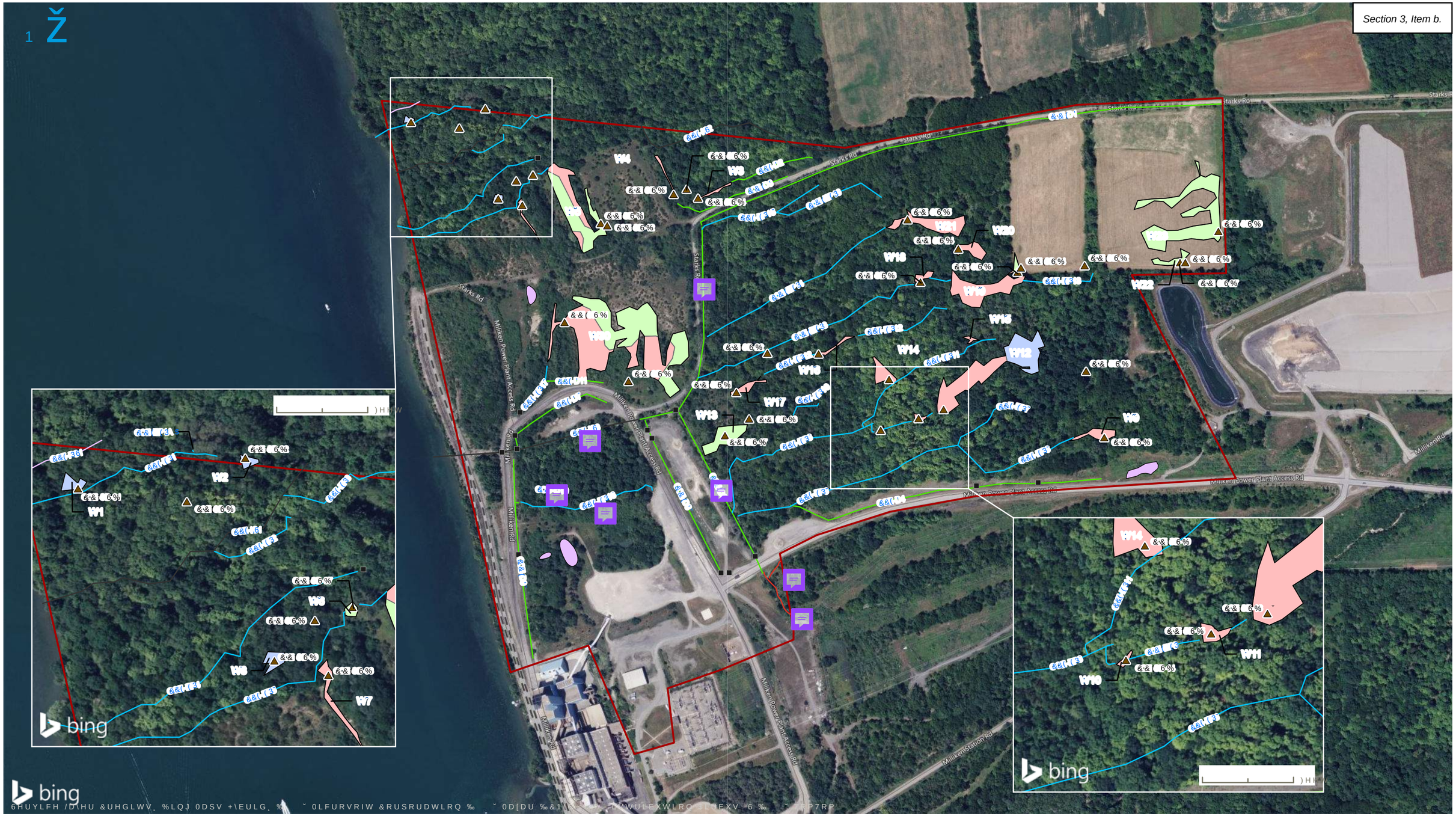

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ATTACHMENT 1
WETLAND DATA FORMS

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U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Tompkins | Sampling Date: 6/4/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-01
Investigator(s): Nathan Turk | Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Upper hill slope | Local relief (concave, convex, none): concave | Slope %: 3
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.61058395 | Long: -76.63815644 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No X (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetter than usual Spring season.
Wet boring for CCE-W1. Upper slope position saturated area upstream of channelized feature running downslope into Cayuga Lake.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1.5
Water Table Present?	Yes X	No ____	Depth (inches): 1
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Tilia americana*	15	Yes	FACU
3. *Carya ovata*	10	No	FACU
4.			
5.			
6.			
7.			
	55	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2. *Carya ovata*	5	Yes	FACU
3. *Quercus rubra*	1	No	FACU
4.			
5.			
6.			
7.			
	16	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Impatiens capensis*	45	Yes	FACW
2. *Melissa officinalis*	10	No	UPL
3. *Carex grisea*	10	No	FAC
4. *Tridens flavus*	10	No	UPL
5. *Ranunculus acris*	3	No	FAC
6. *Rhamnus cathartica*	2	No	FAC
7. *Alliaria petiolata*	2	No	FACU
8. *Solidago lepida*	2	No	FACU
9. *Rumex crispus*	2	No	FAC
10. *Carex intumescens*	2	No	FACW
11.			
12.			
	88	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1. *Vitis labrusca*	2	No	FACU
2.			
3.			
4.			
	2	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	47	x 2 =	94
FAC species	57	x 3 =	171
FACU species	35	x 4 =	140
UPL species	20	x 5 =	100
Column Totals:	159 (A)		505 (B)

Prevalence Index = B/A = 3.18

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

_X_ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 5	10YR 4/1	0					Loamy/Clayey	
5 - 12	10YR 4/2	98	10YR 4/6	2	C	M	Loamy/Clayey	
12 - 18	10YR 4/1	95	10YR 4/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing/Tompkins. Sampling Date: 6/4/2025
Applicant/Owner: Beowulf State: NY Sampling Point: SB-CCE-02
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: 42.61076873 Long: -76.6367922 Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for CCE-W2. Wet area upslope of EP1.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	60	Yes	FAC
2. *Carya ovata*	5	No	FACU
3.			
4.			
5.			
6.			
7.			
	65	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	15	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Equisetum arvense*	20	Yes	FAC
2. *Parthenocissus quinquefolia*	15	Yes	FACU
3. *Carex grayi*	10	No	FACW
4. *Agrostis gigantea*	10	No	FACW
5. *Geum canadense*	5	No	FAC
6. *Impatiens capensis*	5	No	FACW
7.			
8.			
9.			
10.			
11.			
12.			
	65	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	25	x 2 =	50
FAC species	100	x 3 =	300
FACU species	20	x 4 =	80
UPL species	0	x 5 =	0
Column Totals:	145 (A)		430 (B)

Prevalence Index = B/A = 2.97

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 4	10YR 4/1	100					Loamy/Clayey	
4 - 18	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing/Cayuga Sampling Date: 6/4/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-03
Investigator(s): Nathan Turk|Christopher Nack|Alan Gorski|Adam Go Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharum*	70	Yes	FACU
2. *Pinus strobus*	30	Yes	FACU
3. *Juniperus virginiana*	10	No	FACU
4.			
5.			
6.			
7.			
	110	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Acer saccharum*	10	Yes	FACU
2. *Quercus alba*	5	Yes	FACU
3. *Rhamnus cathartica*	3	No	FAC
4.			
5.			
6.			
7.			
	18	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Fragaria virginiana*	3	Yes	FACU
2. *Ilex opaca*	2	Yes	FACU
3. *Quercus alba*	2	Yes	FACU
4. *Rhamnus cathartica*	2	Yes	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	9	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 12.5% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	132	x 4 =	528
UPL species	0	x 5 =	0
Column Totals:	137	(A)	543 (B)

Prevalence Index = B/A = 3.96

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 4	10YR 4/4	100					Loamy/Clayey	
4 - 18	10YR 5/4	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing | Sampling Date: 6/5/2025
Applicant/Owner: | State: NY | Sampling Point: SB-CCE-04
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 5
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60955979 | Long: -76.63288698 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for CCE-W3.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer rubrum*	10	Yes	FAC
2. *Quercus rubra*	10	Yes	FACU
3. *Juglans nigra*	5	Yes	FACU
4.			
5.			
6.			
7.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2. *Fraxinus pennsylvanica*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	30	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Solidago gigantea*	5	Yes	FACW
2. *Eupatorium perfoliatum*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	20	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 71.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	20	x 3 =	60
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	50 (A)		150 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 16	10YR 3/1	100					Muck	
16 - 18								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- _X_ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** _X_ **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/5/2025
Applicant/Owner: Beowulf State: NY Sampling Point: SB-CCE-05
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: 42.6096105 Long: -76.63333601 Datum: NAD 83
Soil Map Unit Name: Hudson silty clay loam, 2 to 6 percent slopes NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No X	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W4

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	15	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	15	Yes	FAC
2. *Fraxinus pennsylvanica*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	20	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Parthenocissus quinquefolia*	30	Yes	FACU
2. *Teucrium canadense*	30	Yes	FACW
3. *Phalaris arundinacea*	10	No	FACW
4. *Bidens frondosa*	10	No	FACW
5. *Solidago gigantea*	5	No	FACW
6. *Geum canadense*	5	No	FAC
7. *Alliaria petiolata*	3	No	FACU
8.			
9.			
10.			
11.			
12.			
	93	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1. *Toxicodendron radicans*	10	Yes	FAC
2. *Vitis labrusca*	5	Yes	FACU
3.			
4.			
	15	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 42.9% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	60	x 2 =	120
FAC species	20	x 3 =	60
FACU species	48	x 4 =	192
UPL species	0	x 5 =	0
Column Totals:	128 (A)		372 (B)

Prevalence Index = B/A = 2.91

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 10	10YR 4/1	97	10YR 5/6	3	C	PL	Loamy/Clayey	
10 - 18	10YR 4/2	100					Loamy/Clayey	Gravelly shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-06
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

UPL boring for wetlands 3 and 4

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Carya ovata*	30	Yes	FACU
2. *Quercus rubra*	10	Yes	FACU
3. *Quercus alba*	5	No	FACU
4. *Juniperus virginiana*	5	No	FACU
5.			
6.			
7.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Fragaria virginiana*	20	Yes	FACU
2. *Parthenocissus quinquefolia*	5	Yes	FACU
3. *Fraxinus pennsylvanica*	5	Yes	FACW
4. *Rosa multiflora*	5	Yes	FACU
5. *Solidago altissima*	5	Yes	FACU
6. *Rubus occidentalis*	3	No	ubus occidentalis
7. ~~*Solidago rugosa*~~	~~3~~	~~No~~	~~FAC~~
8. ~~*Carex cephalophora*~~	~~2~~	~~No~~	~~FACU~~
9. ~~*Oxalis stricta*~~		~~No~~	~~FACU~~
10.			
11.			
12.			
	48	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 25.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	13	x 3 =	39
FACU species	87	x 4 =	348
UPL species	0	x 5 =	0
Column Totals:	105 (A)		397 (B)

Prevalence Index = B/A = 3.78

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes ___ No X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/3	100					Loamy/Clayey	
3 - 10	10YR 4/6	100					Loamy/Clayey	
10 - 18	10YR 6/3	100					Sandy	Shale gravel present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-07
Investigator(s): Christopher Nack|Nathan Turk | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60987019 | Long: -76.63591804 | Datum: NAD 83
Soil Map Unit Name: Rock outcrop | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W6

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- X Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 0
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2. *Fraxinus pennsylvanica*	10	No	FACW
3. *Juniperus virginiana*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	60 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Lemna minor*	35	Yes	OBL
2. *Lycopus americanus*	10	No	OBL
3. *Impatiens capensis*	10	No	FACW
4. *Bidens frondosa*	5	No	FACW
5. *Solidago altissima*	5	No	FACU
6. *Bromus inermis*	5	No	UPL
7.			
8.			
9.			
10.			
11.			
12.			
	70 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	45	x 1 =	45
FACW species	25	x 2 =	50
FAC species	40	x 3 =	120
FACU species	15	x 4 =	60
UPL species	5	x 5 =	25
Column Totals:	130 (A)		300 (B)

Prevalence Index = B/A = 2.31

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/1	95	10YR 5/6	5	C	M	Loamy/Clayey	
6 - 18	10YR 5/4	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-08
Investigator(s): Christopher Nack|Nathan Turk | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60946083 | Long: -76.63611337 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wetland boring for W7

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 0
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	35	Yes	FAC
2. *Fraxinus pennsylvanica*	5	No	FACW
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	50	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	50	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Bidens frondosa*	5	Yes	FACW
2. *Solidago rugosa*	5	Yes	FAC
3. *Eupatorium perfoliatum*	3	Yes	FACW
4. *Fraxinus pennsylvanica*	3	Yes	FACW
5. *Scirpus atrovirens*	3	Yes	OBL
6. *Eleocharis palustris*	2	No	OBL
7.			
8.			
9.			
10.			
11.			
12.			
	21	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	16	x 2 =	32
FAC species	90	x 3 =	270
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	111 (A)		307 (B)

Prevalence Index = B/A = 2.77

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 5/1	95	10YR 5/6	5	C	M	Loamy/Clayey	
6 - 8	10YR 5/1	100					Loamy/Clayey	Refusal at 8”

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-08
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60954798 | Long: -76.63655383 | Datum: NAD 83
Soil Map Unit Name: Rock outcrop | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

wet boring for W8

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 2
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	60	Yes	FAC
2. *Salix nigra*	10	No	OBL
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Vincetoxicum rossicum*	30	Yes	incetoxicum rossicum
2. ~~*Agrostis gigantea*~~	~~5~~	~~No~~	~~FACW~~
3. ~~*Rosa multiflora*~~	~~5~~	~~No~~	~~FACU~~
4. ~~*Geum canadense*~~	~~5~~	~~No~~	~~FAC~~
5. ~~*Toxicodendron radicans*~~	~~5~~	~~No~~	~~FAC~~
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	50	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	5	x 2 =	10
FAC species	110	x 3 =	330
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	130 (A)		370 (B)

Prevalence Index = B/A = 2.85

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 6	10YR 4/1	100					Loamy/Clayey	
6 - 12	10YR 6/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
12 - 18	10YR 6/3	60	10YR 5/6	10	C	M	Loamy/Clayey	
	10YR 4/2	30						

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-10
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 3
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	20	Yes	FACU
2. *Rhamnus cathartica*	10	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	30	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	70	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2. *Lonicera morrowii*	10	Yes	FACU
3. *Rosa multiflora*	3	No	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	23	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	10	x 2 =	20
FAC species	80	x 3 =	240
FACU species	33	x 4 =	132
UPL species	0	x 5 =	0
Column Totals:	123	(A)	392 (B)

Prevalence Index = B/A = 3.19

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 10	10YR 4/4	100					Loamy/Clayey	Refusal at 10". Shale and gravel at 10".

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: SB-CCE-11
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60921448 | Long: -76.63467229 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

wet boring for W5

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 5)			
1. *Agrostis gigantea*	50	Yes	FACW
2. *Scirpus atrovirens*	20	Yes	OBL
3. *Solidago rugosa*	10	Yes	FAC
4. *Fraxinus pennsylvanica*	10	Yes	FACW
5. *Eleocharis acicularis*	5	Yes	OBL
6. *Carex pellita*	2	Yes	OBL
7.			
8.			
9.			
10.			
11.			
12.			
	194 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	27	x 1 =	27
FACW species	60	x 2 =	120
FAC species	10	x 3 =	30
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	97 (A)		177 (B)

Prevalence Index = B/A = 1.82

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	100					Loamy/Clayey	
6 - 18	10YR 4/3	95	10YR 5/6	5	C	M	Loamy/Clayey	Shale/gravel in second soil horizon

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: Sampling Point: SB-CCE-12
Investigator(s): Christopher Nack|Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

Upland boring outside W5

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juniperus virginiana*	20	Yes	FACU
2. *Juglans nigra*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Juniperus virginiana*	10	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Agrostis gigantea*	30	Yes	FACW
2. *Dactylis glomerata*	25	Yes	FACU
3. *Carex pellita*	3	No	OBL
4. *Vicia caroliniana*		No	UPL
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	58	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 20.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	3	x 1 =	3
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	0	x 5 =	0
Column Totals:	93 (A)		303 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 10	10YR 4/3	100					Loamy/Clayey	
10 - 18	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Sampling Date: 6/6/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-13
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- Marl Deposits (B15)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- Moss Trim Lines (B16)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- Shallow Aquitard (D3)
- Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes X	No	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2. *Juglans nigra*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2. *Fraxinus pennsylvanica*	15	Yes	FACW
3. *Lonicera morrowii*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	65	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	45	Yes	FACW
2. *Equisetum arvense*	30	Yes	FAC
3. *Agrostis gigantea*	15	No	FACW
4. *Parthenocissus quinquefolia*	10	No	FACU
5. *Solidago rugosa*	5	No	FAC
6. *Euthamia graminifolia*	5	No	FAC
7. *Ranunculus acris*	3	No	FAC
8.			
9.			
10.			
11.			
12.			
	113	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	85	x 2 =	170
FAC species	83	x 3 =	249
FACU species	25	x 4 =	100
UPL species	0	x 5 =	0
Column Totals:	193 (A)		519 (B)

Prevalence Index = B/A = 2.69

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [redacted]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 10	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- X Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Tompkins | Sampling Date: 6/9/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-14
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range: Lansing
Landform (hillside, terrace, etc.): Hillside | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60641 | Long: -76.62953 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loam 6 to 12 percent slope, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: ____
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer rubrum*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Acer rubrum*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Carex vulpinoidea*	30	Yes	OBL
2. *Bidens frondosa*	10	No	FACW
3. *Scirpus atrovirens*	10	No	OBL
4. *Solidago rugosa*	5	No	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	55	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	40	x 1 =	40
FACW species	10	x 2 =	20
FAC species	25	x 3 =	75
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	75 (A)		135 (B)

Prevalence Index = B/A = 1.80

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Topkins | Sampling Date: 6/9/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-15
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range: Lansing
Landform (hillside, terrace, etc.): Hillside | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60657 | Long: -76.62884 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loam, 6 to 12 percent, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: ____
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W11

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	25	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	25 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Parthenocissus inserta*	20	Yes	FACU
2. *Onoclea sensibilis*	20	Yes	FACW
3. *Carex vulpinoidea*	15	Yes	OBL
4. *Bidens frondosa*	10	No	FACW
5. *Impatiens capensis*	10	No	FACW
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	75 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	40	x 2 =	80
FAC species	25	x 3 =	75
FACU species	20	x 4 =	80
UPL species	0	x 5 =	0
Column Totals:	100 (A)		250 (B)

Prevalence Index = B/A = 2.50

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-16
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 14
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Rhamnus cathartica*	5	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Bidens frondosa*	10	Yes	FACW
2. *Onoclea sensibilis*	10	Yes	FACW
3. *Parthenocissus quinquefolia*	10	Yes	FACU
4. *Solidago rugosa*	10	Yes	FAC
5. *Scirpus atrovirens*	10	Yes	OBL
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	50 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 85.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	25	x 2 =	50
FAC species	15	x 3 =	45
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	60 (A)		145 (B)

Prevalence Index = B/A = 2.42

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-117
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** Yes X No
Hydric Soil Present?	Yes X	No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes X	No	Depth (inches): 0

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Eleocharis palustris*	20	Yes	OBL
2. *Solidago altissima*	20	Yes	FACU
3. *Equisetum arvense*	10	Yes	FAC
4. *Galium mollugo*	10	Yes	FACU
5. *Vicia caroliniana*	10	Yes	UPL
6. *Carex vulpinoidea*	10	Yes	OBL
7. *Agrostis gigantea*	10	Yes	FACW
8.		No	
9.			
10.			
11.			
12.			
	90 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 62.5% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	30	x 1 =	30
FACW species	10	x 2 =	20
FAC species	20	x 3 =	60
FACU species	30	x 4 =	120
UPL species	10	x 5 =	50
Column Totals:	100 (A)		280 (B)

Prevalence Index = B/A = 2.80

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	
6 - 15	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	
15 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	Pieces of shale within this horizon

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025

Applicant/Owner: State: NY Sampling Point: CCE-SB-18

Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:

Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2

Subregion (LRR or MLRA): Lat: Long: Datum:

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	30	Yes	FACU
2. *Juniperus virginiana*	10	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Juglans nigra*	15	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Dactylis glomerata*	30	Yes	FACU
2. *Rubus occidentalis*	15	Yes	ubus occidentalis
3. ~~*Phalaris canariensis*~~	~~10~~	~~No~~	~~FACU~~
4. ~~*Agrostis gigantea*~~	~~5~~	~~No~~	~~FACW~~
5. ~~*Sisyrinchium angustifolium*~~	~~5~~	~~No~~	~~FAC~~
6. ~~*Ranunculus acris*~~	~~3~~	~~No~~	~~FAC~~
7. ~~*Carex granularis*~~	~~2~~	~~No~~	~~FACW~~
8. ~~*Plantago rugelii*~~	~~2~~	~~No~~	~~FAC~~
9.			
10.			
11.			
12.			
	72	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	7	x 2 =	14
FAC species	10	x 3 =	30
FACU species	95	x 4 =	380
UPL species	0	x 5 =	0
Column Totals:	112 (A)		424 (B)

Prevalence Index = B/A = 3.79

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/2						Loamy/Clayey	
3 - 18	10YR 4/3						Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-19
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Lonicera morrowii*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	50	Yes	FACW
2. *Parthenocissus quinquefolia*	10	Yes	FACU
3. *Impatiens capensis*	10	Yes	FACW
4. *Solidago gigantea*	10	Yes	FACW
5. *Agrostis gigantea*	10	Yes	FACW
6. *Carex vulpinoidea*	10	Yes	OBL
7. *Eleocharis acicularis*	5	No	OBL
8. *Eupatorium perfoliatum*	3	No	FACW
9.			
10.			
11.			
12.			
	108 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	88	x 2 =	176
FAC species	0	x 3 =	0
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	118 (A)		251 (B)

Prevalence Index = B/A = 2.13

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Mucky Loam/Clay	
3 - 8	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	
8 - 18	10YR 4/3	95	10YR 5/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- X Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-20
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 10

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Lonicera morrowii*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	25	Yes	FACW
2. *Carex vulpinoidea*	15	Yes	OBL
3. *Parthenocissus quinquefolia*	10	No	FACU
4. *Agrostis gigantea*	5	No	FACW
5. *Circaea alpina*	3	No	FACW
6. *Toxicodendron radicans*	3	No	FAC
7. *Melissa officinalis*	3	No	UPL
8. *Erigeron philadelphicus*	3	No	FAC
9. *Geum canadense*	2	No	FAC
10.			
11.			
12.			
	69 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	38	x 2 =	76
FAC species	8	x 3 =	24
FACU species	15	x 4 =	60
UPL species	3	x 5 =	15
Column Totals:	79 (A)		190 (B)

Prevalence Index = B/A = 2.41

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [redacted]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	100					Loamy/Clayey	
6 - 18	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/11/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-21
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: | Long: | Datum: NAD 83
Soil Map Unit Name: | NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No	**Is the Sampled Area within a Wetland?** Yes X No
Hydric Soil Present?	Yes X No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	5	Yes	FACU
2. *Populus deltoides*	3	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	8	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Lonicera morrowii*	10	Yes	FACU
3. *Rosa multiflora*	2	No	FACU
4.			
5.			
6.			
7.			
	42	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Eleocharis acicularis*	50	Yes	OBL
2. *Agrostis gigantea*	20	Yes	FACW
3. *Bromus inermis*	5	No	UPL
4. *Parthenocissus quinquefolia*	3	No	FACU
5. *Solidago rugosa*	2	No	FAC
6. *Carex spicata*	2	No	FACU
7. *Veronica chamaedrys*	2	No	UPL
8.			
9.			
10.			
11.			
12.			
	84	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	50	x 1 =	50
FACW species	20	x 2 =	40
FAC species	35	x 3 =	105
FACU species	22	x 4 =	88
UPL species	7	x 5 =	35
Column Totals:	134	(A)	318 (B)

Prevalence Index = B/A = 2.37

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes X No ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0 - 5	10YR 4/1						Mucky Loam/Clay	
5 - 12	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	Bits of shale and gravel

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

___ Histosol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ Depleted Below Dark Surface (A11)
___ Thick Dark Surface (A12)
___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7)
___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
___ High Chroma Sands (S11) **(LRR K, L)**
___ Loamy Mucky Mineral (F1) **(LRR K, L)**
___ Loamy Gleyed Matrix (F2)
X Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)
___ Marl (F10) **(LRR K, L)**
___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
___ Coast Prairie Redox (A16) **(LRR K, L, R)**
___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
___ Polyvalue Below Surface (S8) **(LRR K, L)**
___ Thin Dark Surface (S9) **(LRR K, L)**
___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
___ Red Parent Material (F21) **(outside MLRA 145)**
___ Very Shallow Dark Surface (F22)
___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: Bedrock

Depth (inches): 12

Hydric Soil Present? **Yes** X **No** ___

Remarks:
Refusal at 12" - shale and gravel immediately above refusal.

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/11/2025

Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-22

Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:

Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum: NAD 83

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2. *Juniperus virginiana*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rosa multiflora*	20	Yes	FACU
2. *Lonicera morrowii*	20	Yes	FACU
3. *Rhamnus cathartica*	10	Yes	FAC
4.			
5.			
6.			
7.			
	50	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	20	Yes	FACW
2. *Parthenocissus quinquefolia*	15	Yes	FACU
3. *Symphyotrichum ontarionis*	10	Yes	FAC
4. *Lonicera morrowii*	10	Yes	FACU
5. *Agrostis gigantea*	5	No	FACW
6. *Athyrium angustum*	5	No	FAC
7. *Rosa multiflora*	3	No	FACU
8. *Circaea canadensis*	3	No	FACU
9. *Fragaria virginiana*	3	No	FACU
10. *Vicia caroliniana*	3	No	UPL
11.			
12.			
	77	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 9 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 44.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	45	x 2 =	90
FAC species	25	x 3 =	75
FACU species	79	x 4 =	316
UPL species	3	x 5 =	15
Column Totals:	152	(A)	496 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes ___ No X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 12	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	
12 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/11/2025

Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-23

Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:

Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W18

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Juglans nigra*	5	No	FACU
3. *Lonicera morrowii*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	45 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Matteuccia struthiopteris*	40	Yes	FAC
2. *Carex vulpinoidea*	10	No	OBL
3. *Solidago rugosa*	10	No	FAC
4. *Fraxinus pennsylvanica*	5	No	FACW
5. *Parthenocissus quinquefolia*	5	No	FACU
6. *Rosa multiflora*	2	No	FACU
7. *Toxicodendron radicans*	2	No	FAC
8.			
9.			
10.			
11.			
12.			
	74 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	5	x 2 =	10
FAC species	82	x 3 =	246
FACU species	22	x 4 =	88
UPL species	0	x 5 =	0
Column Totals:	119 (A)		354 (B)

Prevalence Index = B/A = 2.97

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 4	10YR 4/1	100					Loamy/Clayey	
4 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Sampling Date: 6/11/2025
Applicant/Owner: State: Sampling Point: CCE-SB26
Investigator(s): Section, Township, Range:
Landform (hillside, terrace, etc.): Local relief (concave, convex, none): none Slope %: 5
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	15	Yes	FACU
2. *Fraxinus pennsylvanica*	10	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2. *Rubus alumnus*	15	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	35	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Alliaria petiolata*	40	Yes	FACU
2. *Ageratina altissima*	15	Yes	FACU
3. *Hesperis matronalis*	10	No	FACU
4. *Parthenocissus inserta*	10	No	FACU
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	75	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	105	x 4 =	420
UPL species	0	x 5 =	0
Column Totals:	135 (A)		480 (B)

Prevalence Index = B/A = 3.56

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [redacted]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0 - 2	10YR 4/2	100					Loamy/Clayey	
2 - 18	10YR 4/3	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 27

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson Cayuga NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wet sample point for CCE-W22

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- X Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 27

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	10	No	FACU
2. *Juncus tenuis*	50	Yes	FAC
3. *Carex granularis*	5	No	FACW
4. *Carex vulpinoidea*	15	Yes	OBL
5. *Holcus lanatus*	15	Yes	FACU
6. *Lotus corniculatus*	5	No	FACU
7. *Euthamia graminifolia*	10	No	FAC
8. *Solidago canadensis*	10	No	FACU
9. *Barbarea vulgaris*	5	No	FAC
10. *Phleum pratense*	5	No	FACU
11.			
12.			
	130 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	5	x 2 =	10
FAC species	65	x 3 =	195
FACU species	45	x 4 =	180
UPL species	0	x 5 =	0
Column Totals:	130 (A)		400 (B)

Prevalence Index = B/A = 3.08

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 27

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	gravelly
4-8	10YR 4/2	90	10YR 4/4	10	C		Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

Refusal at 8 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 28

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)
Upland sampling point for CCE-W22

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 28

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	20	Yes	FACU
2. *Holcus lanatus*	40	Yes	FACU
3. *Juncus tenuis*	15	No	FAC
4. *Carex granularis*	5	No	FACW
5. *Lotus corniculatus*	25	Yes	FACU
6. *Asclepias syriaca*	15	No	UPL
7. *Taraxacum officinale*	10	No	FACU
8. *Sisyrinchium angustifolium*	8	No	FAC
9. *Daucus carota*	5	No	UPL
10. *Phleum pratense*	5	No	FACU
11.			
12.			
	148 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	23	x 3 =	69
FACU species	100	x 4 =	400
UPL species	20	x 5 =	100
Column Totals:	148 (A)		579 (B)

Prevalence Index = B/A = 3.91

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 28

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	
4-8	10YR 3/3	100					Loamy/Clayey	
8-15	10YR 4/2	50	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: ___

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

Additional matrix color in 8-15 inch depth of 10YR 3/2 at 45%.

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 29

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Lima NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland sample point for CCE-W23

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

___ Surface Water (A1)	___ Water-Stained Leaves (B9)	___ Surface Soil Cracks (B6)
X High Water Table (A2)	___ Aquatic Fauna (B13)	___ Drainage Patterns (B10)
X Saturation (A3)	___ Marl Deposits (B15)	___ Moss Trim Lines (B16)
___ Water Marks (B1)	___ Hydrogen Sulfide Odor (C1)	___ Dry-Season Water Table (C2)
___ Sediment Deposits (B2)	___ Oxidized Rhizospheres on Living Roots (C3)	___ Crayfish Burrows (C8)
___ Drift Deposits (B3)	___ Presence of Reduced Iron (C4)	___ Saturation Visible on Aerial Imagery (C9)
___ Algal Mat or Crust (B4)	___ Recent Iron Reduction in Tilled Soils (C6)	___ Stunted or Stressed Plants (D1)
___ Iron Deposits (B5)	___ Thin Muck Surface (C7)	X Geomorphic Position (D2)
___ Inundation Visible on Aerial Imagery (B7)	___ Other (Explain in Remarks)	X Shallow Aquitard (D3)
___ Sparsely Vegetated Concave Surface (B8)		___ Microtopographic Relief (D4)
		X FAC-Neutral Test (D5)

Secondary Indicators (minimum of two required)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes X	No _____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 3

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 29

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Phalaris arundinacea*	20	No	FACW
2. *Juncus tenuis*	35	Yes	FAC
3. *Carex vulpinoidea*	40	Yes	OBL
4. *Euthamia graminifolia*	5	No	FAC
5. *Lolium perenne*	5	No	FACU
6. *Holcus lanatus*	10	No	FACU
7.			
8.			
9.			
10.			
11.			
12.			
	115 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	40	x 1 =	40
FACW species	20	x 2 =	40
FAC species	40	x 3 =	120
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	115 (A)		260 (B)

Prevalence Index = B/A = 2.26

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 29

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					Loamy/Clayey	
6-12	10YR 4/1	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:
Refusal at 12 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 30

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: _____ NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wet sample point for CCE-W23

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

___ Surface Water (A1)	___ Water-Stained Leaves (B9)	___ Surface Soil Cracks (B6)
X High Water Table (A2)	___ Aquatic Fauna (B13)	___ Drainage Patterns (B10)
X Saturation (A3)	___ Marl Deposits (B15)	___ Moss Trim Lines (B16)
___ Water Marks (B1)	___ Hydrogen Sulfide Odor (C1)	___ Dry-Season Water Table (C2)
___ Sediment Deposits (B2)	___ Oxidized Rhizospheres on Living Roots (C3)	___ Crayfish Burrows (C8)
___ Drift Deposits (B3)	___ Presence of Reduced Iron (C4)	___ Saturation Visible on Aerial Imagery (C9)
___ Algal Mat or Crust (B4)	___ Recent Iron Reduction in Tilled Soils (C6)	___ Stunted or Stressed Plants (D1)
___ Iron Deposits (B5)	___ Thin Muck Surface (C7)	X Geomorphic Position (D2)
___ Inundation Visible on Aerial Imagery (B7)	___ Other (Explain in Remarks)	X Shallow Aquitard (D3)
___ Sparsely Vegetated Concave Surface (B8)		___ Microtopographic Relief (D4)
		___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes X	No _____	Depth (inches): 6
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 5

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 36

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Juncus tenuis*	65	Yes	FAC
2. *Carex vulpinoidea*	10	No	OBL
3. *Lolium perenne*	10	No	FACU
4. *Euthamia graminifolia*	10	No	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	95 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	0	x 2 =	0
FAC species	75	x 3 =	225
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	95 (A)		275 (B)

Prevalence Index = B/A = 2.89

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 30

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					Loamy/Clayey	
6-12	10YR 4/1	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

Refusal at 12 inches, gravel present

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 31

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Lima NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 31

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Securigera varia*	40	Yes	UPL
2. *Lolium perenne*	40	Yes	FACU
3. *Taraxacum officinale*	10	No	FACU
4. *Daucus carota*	5	No	UPL
5. *Symphyotrichum lateriflorum*	5	No	FAC
6. *Plantago lanceolata*	5	No	FACU
7. *Lotus corniculatus*	25	No	FACU
8.			
9.			
10.			
11.			
12.			
	130 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	80	x 4 =	320
UPL species	45	x 5 =	225
Column Totals:	130 (A)		560 (B)

Prevalence Index = B/A = 4.31

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 4/2	100					Loamy/Clayey	
6-18	10YR 4/3	95	10YR 4/4	5	C	M	Loamy/Clayey	Faint redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
Soil gravelly

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 32

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 2-4

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson-Cayuga NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)
Upland sample point in potential wet area in corner of western field

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Some surfave moisture present - recent precipitation likely cause.

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	40	Yes	FACU
2. *Juncus tenuis*	50	Yes	FAC
3. *Carex vulpinoidea*	25	Yes	OBL
4. *Holcus lanatus*	20	No	FACU
5. *Lotus corniculatus*	20	No	FACU
6. *Symphyotrichum lateriflorum*	10	No	FAC
7. *Rubus flagellaris*	5	No	FACU
8. *Carex granularis*	5	No	FACW
9. *Plantago major*	5	No	FACU
10. *Phleum pratense*	5	No	FACU
11. *Daucus carota*	5	No	UPL
12.			
	190 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	25	x 1 =	25
FACW species	5	x 2 =	10
FAC species	60	x 3 =	180
FACU species	95	x 4 =	380
UPL species	5	x 5 =	25
Column Totals:	190 (A)		620 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: S2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/3	98	10YR 4/4	2	C	M	Loamy/Clayey	Faint redox concentrations
4-8	10YR 3/6	90	10YR 4/2	10	C	M	Loamy/Clayey	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

Refusal at 8 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 33

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 1-2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Ovid NWI classification: PEM/SS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland hole for CCE W18

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No _____	Depth (inches): 0.5
Water Table Present?	Yes X	No _____	Depth (inches): 1
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 3m)			
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2.			
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Epilobium coloratum*	30	Yes	OBL
2. *Euthamia graminifolia*	20	Yes	FAC
3. *Solidago altissima*	10	Yes	FACU
4. *Apocynum cannabinum*	10	Yes	FAC
5. *Persicaria pensylvanica*	10	Yes	FACW
6. *Lolium perenne*	10	Yes	FACU
7. *Rumex crispus*	5	No	FAC
8. *Cardamine hirsuta*	5	No	FACU
9. *Ranunculus acris*	5	No	FAC
10.			
11.			
12.			
	105 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 71.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	30	x 1 =	30
FACW species	20	x 2 =	40
FAC species	40	x 3 =	120
FACU species	25	x 4 =	100
UPL species	0	x 5 =	0
Column Totals:	115 (A)		290 (B)

Prevalence Index = B/A = 2.52

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 33

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	
4-10	10YR 4/2	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations
10-18	10YR 3/3	70	10YR 3/1	25	D	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

Additional redox concentration observed in the soil matrix at 5% = 10YR 3/4/

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 34

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 1-2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Ovid NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: S4

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	30	Yes	FACU
2. *Solidago altissima*	20	Yes	FACU
3. *Juncus tenuis*	20	Yes	FAC
4. *Daucus carota*	15	No	UPL
5. *Leucanthemum vulgare*	15	No	UPL
6. *Ranunculus acris*	5	No	FAC
7. *Medicago lupulina*	5	No	FACU
8. *Plantago major*	5	No	FACU
9. *Fraxinus pennsylvanica*	5	No	FACW
10.			
11.			
12.			
	120 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	25	x 3 =	75
FACU species	60	x 4 =	240
UPL species	30	x 5 =	150
Column Totals:	120 (A)		475 (B)

Prevalence Index = B/A = 3.96

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: S4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/3	60					Loamy/Clayey	2nd matix 10YR 3/2 at 40%
6-18	10YR 3/4	70					Loamy/Clayey	2nd matix 10YR 3/2 at 30%

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/13/2025

Applicant/Owner: State: Sampling Point: CCE-SB40

Investigator(s): Section, Township, Range:

Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:

Subregion (LRR or MLRA): Lat: Long: Datum:

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No	Depth (inches):
Water Table Present?	Yes	No	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juniperus virginiana*	5	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	5	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	70	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Galium mollugo*	15	Yes	FACU
2. *Lotus corniculatus*	15	Yes	FACU
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Juncus tenuis*	15	Yes	FAC
5. *Daucus carota*	10	No	UPL
6. *Fragaria virginiana*	3	No	FACU
7. *Euthamia graminifolia*	3	No	FAC
8. *Elaeagnus angustifolia*	3	No	FACU
9. *Symphyotrichum lateriflorum*	2	No	FAC
10.			
11.			
12.			
	81	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	90	x 3 =	270
FACU species	41	x 4 =	164
UPL species	10	x 5 =	50
Column Totals:	156	(A)	514 (B)

Prevalence Index = B/A = 3.29

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 4	10YR 4/2	100					Loamy/Clayey	
4 - 8	10YR 4/3	100					Loamy/Clayey	Shale present
8 - 18	10YR 4/3	95	10YR 4/6	5	C	PL	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/13/2025
Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-41
Investigator(s): Section, Township, Range:
Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W30

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 10

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	60	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	60 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Eleocharis tenuis*	20	Yes	FACW
2. *Euthamia graminifolia*	20	Yes	FAC
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Agrostis gigantea*	10	No	FACW
5. *Carex vulpinoidea*	10	No	OBL
6. *Galium mollugo*	10	No	FACU
7. *Lotus corniculatus*	5	No	FACU
8. *Juniperus virginiana*	2	No	FACU
9.			
10.			
11.			
12.			
	92 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	45	x 2 =	90
FAC species	80	x 3 =	240
FACU species	17	x 4 =	68
UPL species	0	x 5 =	0
Column Totals:	152 (A)		408 (B)

Prevalence Index = B/A = 2.68

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 8	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
8 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

ATTACHMENT 2
WETLAND PHOTOGRAPH LOG

Confidential

118Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
1	6/4/2025

Description

CCE-SB-01

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
2	6/4/2025

Description

CCE-SB-02

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
3	6/4/2025

Description

CCE-SB-03

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
4	6/5/2025

Description

CCE-SB-04

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
5	6/5/2025

Description

CCE-SB-05

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
6	6/5/2025

Description

CCE-SB-06

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
7	6/5/2025

Description

CCE-SB-07

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
8	6/5/2025

Description

CCE-SB-08

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
9	6/5/2025

Description

CCE-SB-09

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
10	6/5/2025

Description

CCE-SB-10

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
11	6/5/2025

Description

CCE-SB-11

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
12	6/5/2025

Description

CCE-SB-12

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
13	6/6/2025

Description

CCE-SB-13

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
14	6/6/2025

Description

CCE-SB-14

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
15	6/6/2025

Description

CCE-SB-15

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
16	6/9/2025

Description

CCE-SB-16

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
17	6/9/2025

Description

CCE-SB-17

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
18	6/9/2025

Description

CCE-SB-18

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
19	6/9/2025

Description

CCE-SB-19

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
20	6/9/2025

Description

CCE-SB-20

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
21	6/11/2025

Description

CCE-SB-21

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
22	6/11/2025

Description

CCE-SB-22

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
23	6/11/2025

Description

CCE-SB-23

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
24	6/11/2025

Description

CCE-SB-24

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
25	6/11/2025

Description

CCE-SB-25

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
26	6/11/2025

Description

CCE-SB-26

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
27	6/13/2025

Description

CCE-SB-27

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
28	6/13/2025

Description

CCE-SB-28

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
29	6/13/2025	
Description		
CCE-SB-29		

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
30	6/13/2025	
Description		
CCE-SB-32		

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
31	6/13/2025	
Description		
CCE-SB-33		

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
32	6/13/2025	
Description		
CCE-SB-34		

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
33	6/13/2025

Description

CCE-SB-40

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
34	6/13/2025

Description

CCE-SB-41

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
35	6/4/2025

Description

CCE-PS1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
36	6/4/2024

Description

CCE-IS1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
37	6/4/2025

Description

CCE-IS2

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
38	6/4/2025

Description

CCE-EP1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
39	6/4/2025

Description

CCE-EP1a

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
40	6/4/2024

Description

CCE-EP2

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
41	6/4/2025

Description

CCE-EP3

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
42	9/12/2024

Description

CCE-EP4

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
43	6/6/2025

Description

CCE-EP6

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
44	6/6/2025

Description

CCE-EP7

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
45	6/6/2025

Description

CCE-EP8

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
46	6/6/2025

Description

CCE-EP10

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
47	6/6/2025

Description

CCE-EP11

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
48	6/9/2025

Description

CCE-EP12

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
49	6/9/2025

Description

CCE-EP13

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
50	6/9/2025

Description

CCE-EP14

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
51	6/9/2025

Description

CCE-EP16

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
52	9/13/2024

Description

CCE-EP17

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
53	6/9/2025

Description

CCE-EP18

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
54	9/13/2024

Description

CCE-IS3

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
55	6/5/2025

Description

Ditch 1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
56	6/5/2024

Description

Ditch 2

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
57	6/13/2025

Description

Ditch 6

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
58	6/13/2025

Description

Ditch 7

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
59	6/13/2025

Description

Ditch 9

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
60	6/13/2025

Description

Ditch 10

Confidential

ATTACHMENT 3
SOIL MAP

Confidential

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Tompkins County, New York

Cayuga Concept Engineering Wetland Delineation

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
Tompkins County, New York.....13
HsB—Hudson silty clay loam, 2 to 6 percent slopes.....13
HuB—Hudson-Cayuga silt loams, 2 to 6 percent slopes.....14
HuC3—Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded.....16
HuD—Hudson-Cayuga silt loams, 12 to 20 percent slopes.....18
LmB—Lima silt loam, 3 to 8 percent slopes.....20
Mc—Made land.....22
OaA—Ovid silt loam, 0 to 6 percent slopes.....23
RkB—Rhinebeck silt loam, 2 to 6 percent slopes.....24
Ro—Rock outcrop.....26
W—Water.....26
References.....27

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map

Map Scale: 1:8,350 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 400 800 1600 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tompkins County, New York
Survey Area Data: Version 20, Aug 29, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 1, 2020—Oct 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HsB	Hudson silty clay loam, 2 to 6 percent slopes	32.8	16.9%
HuB	Hudson-Cayuga silt loams, 2 to 6 percent slopes	51.1	26.3%
HuC3	Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded	40.4	20.8%
HuD	Hudson-Cayuga silt loams, 12 to 20 percent slopes	5.0	2.6%
LmB	Lima silt loam, 3 to 8 percent slopes	2.0	1.1%
Mc	Made land	5.5	2.9%
OaA	Ovid silt loam, 0 to 6 percent slopes	37.4	19.2%
RkB	Rhinebeck silt loam, 2 to 6 percent slopes	10.3	5.3%
Ro	Rock outcrop	9.4	4.8%
W	Water	0.2	0.1%
Totals for Area of Interest		**194.2**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the

scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Tompkins County, New York

HsB—Hudson silty clay loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xm6
Elevation: 300 to 1,800 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hudson and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silty clay loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Cayuga

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

HuB—Hudson-Cayuga silt loams, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xm9
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None

Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest, tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent

Hydric soil rating: No

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

HuC3—Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded

Map Unit Setting

National map unit symbol: 9xmc
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest, tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Kendaia

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

Ovid

Percent of map unit: 5 percent

Hydric soil rating: No

HuD—Hudson-Cayuga silt loams, 12 to 20 percent slopes

Map Unit Setting

National map unit symbol: 9xmd
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Riser
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 12 to 20 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain

Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Side slope, riser
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 12 to 20 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Lansing

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

LmB—Lima silt loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w3kk
Elevation: 380 to 1,680 feet
Mean annual precipitation: 31 to 57 inches
Mean annual air temperature: 41 to 50 degrees F
Frost-free period: 100 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Lima and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lima

Setting

Landform: Till plains, ridges, drumlins
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Calcareous loamy lodgment till derived from limestone, sandstone, and shale

Typical profile

Ap - 0 to 9 inches: silt loam
Bt/E - 9 to 12 inches: loam
Bt1 - 12 to 16 inches: loam
Bt2 - 16 to 25 inches: gravelly loam
C - 25 to 79 inches: gravelly loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 1.42 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 40 percent
Available water supply, 0 to 60 inches: Moderate (about 7.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: B/D
Ecological site: F101XY013NY - Moist Till
Hydric soil rating: No

Minor Components

Honeoye

Percent of map unit: 6 percent
Landform: Ridges, till plains, drumlins
Landform position (two-dimensional): Summit, backslope, shoulder
Landform position (three-dimensional): Crest, side slope
Down-slope shape: Linear, convex
Across-slope shape: Convex
Hydric soil rating: No

Appleton

Percent of map unit: 3 percent
Landform: Ridges, drumlins, till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Kendaia

Percent of map unit: 3 percent
Landform: Ridges, till plains, drumlins
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Cazenovia

Percent of map unit: 2 percent
Landform: Reworked lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Concave
Across-slope shape: Convex
Hydric soil rating: No

Lyons

Percent of map unit: 1 percent
Landform: Drainageways, depressions
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Mc—Made land

Map Unit Setting

National map unit symbol: 9xnd
Elevation: 160 to 1,970 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Udorthents and similar soils: 70 percent
Minor components: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udorthents

Typical profile

H1 - 0 to 4 inches: channery loam
H2 - 4 to 70 inches: very gravelly sandy loam

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.06 to 5.95 in/hr)
Depth to water table: About 36 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: Low (about 5.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Phelps

Percent of map unit: 5 percent
Hydric soil rating: No

Lamson

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Alden
Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Bath
Percent of map unit: 5 percent
Hydric soil rating: No

Erie
Percent of map unit: 5 percent
Hydric soil rating: No

Conesus
Percent of map unit: 5 percent
Hydric soil rating: No

OaA—Ovid silt loam, 0 to 6 percent slopes

Map Unit Setting
National map unit symbol: 9xnm
Elevation: 250 to 1,000 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Prime farmland if drained

Map Unit Composition
Ovid and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ovid

Setting
Landform: Till plains, reworked lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy till with a significant component of reddish shale or reddish glaciolacustrine clays, mixed with limestone and some sandstone

Typical profile
H1 - 0 to 14 inches: silt loam
H2 - 14 to 24 inches: silty clay loam
H3 - 24 to 60 inches: gravelly loam

Properties and qualities
Slope: 0 to 6 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F101XY013NY - Moist Till
Hydric soil rating: No

Minor Components

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Cayuga

Percent of map unit: 5 percent
Hydric soil rating: No

Lyons

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Ilion

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Kendaia

Percent of map unit: 5 percent
Hydric soil rating: No

RkB—Rhinebeck silt loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xp1
Elevation: 80 to 1,000 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Rhinebeck and similar soils: 75 percent

Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rhinebeck

Setting

Landform: Lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 23 inches: silty clay loam
H3 - 23 to 60 inches: silty clay loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Available water supply, 0 to 60 inches: Moderate (about 8.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Madalin

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Canandaigua

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

Hudson

Percent of map unit: 5 percent

Hydric soil rating: No

Ro—Rock outcrop

Map Unit Setting

National map unit symbol: 9xp3
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Rock outcrop: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rock Outcrop

Properties and qualities

Slope: 0 to 25 percent
Depth to restrictive feature: 0 to 10 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: Unranked

W—Water

Map Unit Setting

National map unit symbol: 1nc3d
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

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ATTACHMENT 4
NEW YORK STATE AND NATIONAL WETLAND INVENTORY MAPPING

Confidential

Cayuga Concept Engineering Wetland Delineation

July 7, 2025

Map Layers

- Waterbody Classifications for Rivers/Streams
- Waterbody Classifications for Lakes

Wetland Layers

- Previously Mapped Freshwater Wetlands
- Informational Freshwater Wetland Mapping

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

EagleView, New York State, Maxar, County of Tompkins, Esri, HERE, Garmin, iPC

NYS Department of Environmental Conservation
Not a legal document

July 7, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ATTACHMENT 5
FLOODPLAIN MAP

Confidential

76°38'0"W

42° 37'30.03" N,
76° 39'22.51" W

42° 37'30.03" N,
76° 37'30.01" W

42° 35'37.53" N,
76° 39'22.51" W

42° 35'37.53" N,
76° 37'30.01" W

42°36'0"N

42°36'0"N

76°38'0"W

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 — Cross Sections with 1% Annual Chance
- 17.5 — Water Surface Elevation
- 8 — Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- 513 — Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available effective flood hazard information for your community, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be downloaded from the website. Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be acquired directly from the Flood Map Service Center at the website listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map: Orthoimagery. Last refreshed October, 2020.

Note: Some Special Flood Hazard Areas with elevations may not appear with elevation labels if the Base Flood Elevation or Cross-section line which communicates the elevation for the location appears on the adjacent panel. Please see the Panel Locator Diagram on this map panel to determine the adjacent panel and find the elevation feature there, or alternatively use the Flood Insurance Study report for detailed elevations by flood source.

SCALE

N

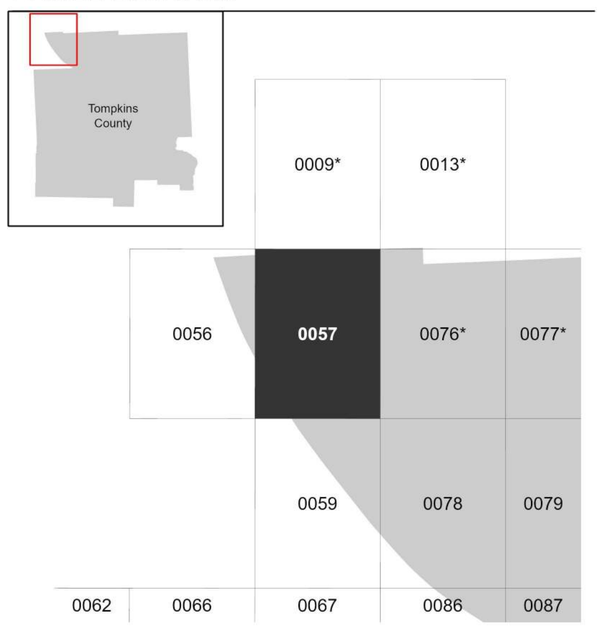
1 inch = 500 feet 1:6,000

0 250 500 1,000 1,500 2,000 feet

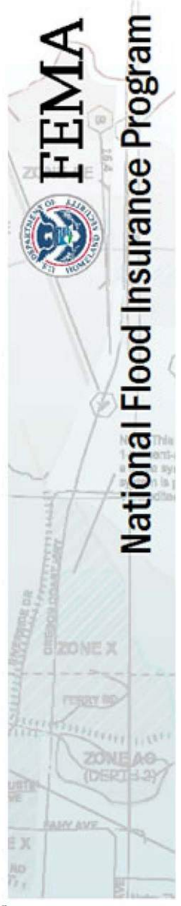
0 50 100 200 300 400 meters

Map Projection:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Vertical Datum: NAVD88

PANEL LOCATOR



*PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

TOMPKINS COUNTY
NEW YORK
ALL JURISDICTIONS

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
TOWN OF LANSING	360852	0057	D

MAP NUMBER
36109C0057D
EFFECTIVE DATE
June 18, 2025

Section 2
Stormwater Pollution Prevention Plan (SWPPP)

RAMBOLL

WATER

SWPPP Narrative memo

Project name	**Beowulf**
Project no.	
Client	**LeChase**
Memo no.	**01**
Version	**0**
To	**Matthew Wood, CAC (LeChase)**
From	**Andrew Stering**
Copy to	
Prepared by	**A. Stering**
Checked by	**B. Whittaker**
Approved by	**B. Whittaker**

Date September 08, 2025

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1 New York State Stormwater Design Requirements

New York State Department of Environmental Conservation (NYSDEC) updated their Stormwater Management Design Manual (SWDM) July 31, 2024. Chapter 4 of the manual discusses the unified stormwater sizing criteria within the state, which presents requirements for water quantity control. Channel Protection Volume (CPv), Overbank Flood (Qp), and Extreme Flood (Qf) are waived since Cayuga Lake – a sixth order water body – is the discharge point for this system. The stormwater management requirements for the site will be limited to water quality control. This will be accomplished by providing Runoff Reduction Volume (RRv) equal to the Water Quality Volume (WQv) or to provide RRv above the minimum calculated RRv and provide treatment of the remaining WQv. NYSDEC prefers the first approach and it is achievable with our concept. The minimum RRv was not calculated because we will provide RRv more than the WQv through the techniques described in the next sections. The equation for calculating WQv is as follows:

$$WQv\ (acre-feet) = \frac{P\ (in) * Rv * A\ (acres)}{12}$$

$$WQv\ (acre-feet) = \frac{1\ in * [0.05 + 0.009 * (\%\ impervious)] * A\ (acres)}{12}$$

Ramboll's stormwater management concepts utilize NYSDEC approved practices throughout the site to provide a de-centralized approach to stormwater management. The following sections will discuss approaches to manage stormwater originating from the buildings, the parking areas, and the roads.

2 Management of stormwater from building roof runoff

Some of the largest contributors to the impervious area increase on the site are the roof areas of the data centers themselves. Each of the data center buildings are in excess of 165,000 square feet, all of which is considered impervious. Stormwater runoff from the roofs will be managed as close to the source as possible, and the roof will be split up into approximately 12 zones with gutters and downspouts. Each of the zones will be less than 15,000 square feet as directed by the SWDM. The gutters for these will be directly connected to a stormwater planter with no underdrain (NYSDEC SWDM practice RR-7). There is adequate space to provide 6 of the planters along the length of both sides of the data center buildings which will provide adequate RRv for the portion of impervious area contributed by the rooftops. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site. See appendix A for the NYSDEC SWDM factsheet for stormwater planters.

3 Management of stormwater from parking area runoff

Each of the data centers have been designed to include both a parking lot area and a loading dock area where asphalt paving extends directly up to the proposed building wall. While relatively small in comparison to the overall increase in impervious area, these areas will also be treated as close to the source as possible. There are approximately 25,000 square feet of impervious parking lot asphalt per data center. The surface runoff of these features will first run through grass pre-treatment, and then into one of two infiltration bioretention (NYSDEC SWDM practice F-4) areas that will be provided adjacent to these areas. This practice provides 100% RRv credit and the filter area will be sized to adequately treat the WQv resulting from the contributing parking areas. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site. See appendix B for the NYSDEC SWDM factsheet for infiltration bioretention areas.

4 Management of stormwater from site roads

There are two types of roads proposed on the site. One is for general site circulation that provides access to Cayuga Drive and access to each of the data centers. The other provides vehicular access around each of the data center buildings. While both will be managed utilizing tree trenches (NYSDEC SWDM practice RR-3), the sizing and drainage area strategy differs between the two.

For the roads that circulate the entire site and provide site access from Cayuga Drive, the strategy will be to provide smaller periodic tree trenches that will accept flow from catch basins along the main roadway. A 320 square foot filter area will be provided for catch basins spaced every 300 feet and will have trees planted every 10-feet (on center) within the filter area. Pre treatment will be provided at each inlet location using gabion baskets at the inlet locations as shown on page 5-40 of the stormwater design manual. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site.

For the roads that surround the data centers, tree trenches placed longitudinally along the path would not be feasible due to site geometry, particularly for the data center in the middle. Instead of periodic tree trenches, a large tree trench will be provided at the downslope end of each data center. Stormwater will be collected through a traditional stormwater system discharging to a large tree trench running NW to SE along the SW side of the road surrounding the data centers. These trenches will be

sized to provide adequate filter bed area to provide enough RRv for the entirety of the road surrounding each data center and trees will be planted every 10’ on center. Overflow from these trenches will be directed towards the rest of the stormwater system on site.

See appendix C for the NYSDEC SWDM factsheet for tree planting/tree pit/tree trench and appendix D for page 5-40 of the manual which includes the standard detail for the practice.

5 Infiltration rates

The above approach is pending infiltration rate testing at the stormwater management practice locations. 100% RRv credit for stormwater planters, tree trenches, and bioretention is predicated on an infiltration rate of greater than 0.5 inches per hour.

Should infiltration testing occur and show that the infiltration rates are less than 0.5 inches per hour, additional practices will be added to provide treatment for the difference between the WQv and the provided RRv.

RAMBOLL

APPENDIX A
NYSDEC STORMWATER DESIGN MANUAL
STORMWATER PLANTER (RR-7) FACT SHEET

Fact Sheet: Stormwater Planters (RR-7)

Description: Passive filtration system to manage and treat small to moderate volumes of stormwater runoff from adjacent impervious surfaces. The system consists of an inflow component, a shallow ponding area over a planted soil bed, mulch layer, stone drainage layer, plantings and an overflow mechanism to convey larger rain events to the storm drain system.

Key Considerations

FEASIBILITY

- Stormwater planters shall be designed and constructed with no longitudinal or lateral slope
- Maximum contributing area shall be 15,000 sf per stormwater planter
- Parking lot or roadway runoff shall not be directed to stormwater planters
- Infiltration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Filtration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr, unless underdrains are provided

CONVEYANCE

- Runoff must enter at the surface of the soil media
- Runoff shall be directed to stormwater planters at a non-erosive rate through shallow swales, drainpipe, or short distances of sheet flow
- Underdrain systems shall be designed to create an internal water storage
- Outlet(s) shall be designed to ensure non-erosive outlet conditions
- An emergency spillway or overflow device shall be provided to safely convey stormwater exceeding the Extreme Flood

TREATMENT

- Maximum ponding depth shall be 12 inches during the WQv event and 18 inches during the Extreme Flood event
- Stormwater planters shall have a 18 inch minimum and 30 inch maximum filter media depth
- Infiltration stormwater planters shall have a 6 inch minimum stone drainage layer
- Filtration stormwater planters shall have a 10 inch minimum stone drainage layer
- Underdrains are required for filtration stormwater planters

STORMWATER MANAGEMENT SUITABILITY

- Water Quality
- Channel Protection
- Overbank Flood Protection
- Extreme Flood Protection
- ✓ Runoff Reduction
- Treatment of Hotspots
- ✓ Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

- L Capital Cost
- M Maintenance Burden
- L Safety
- H Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.4***)

- G Phosphorus
- ▞ Nitrogen
- NA Metals
- NA Pathogens
- G Total Suspended Solids

G = Good **F** = Fair **P** = Poor ▞ = Fair/Good

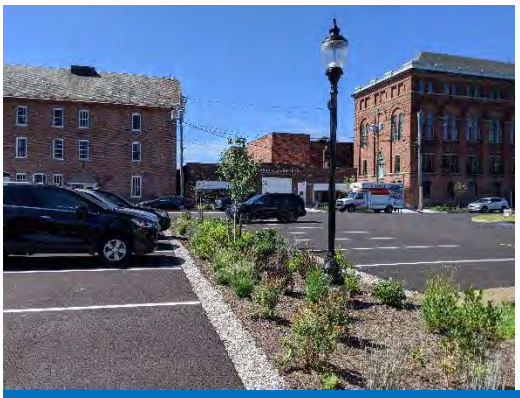
**NA = Not enough data available, more research needed*

RUNOFF REDUCTION CREDIT

- 100% RRv provided without underdrains
  40% RRv provided with underdrains

APPENDIX B
NYSDEC STORMWATER DESIGN MANUAL
INFILTRATION BIORETENTION (F-4) FACT SHEET

Fact Sheet: Infiltration Bioretention (F-4)



Description: Shallow stormwater controls that utilize vegetation and engineered filter media to capture, treat, and infiltrate stormwater runoff into the underlying soils.

Key Considerations

PERFORMANCE CRITERIA

FEASIBILITY

- Underlying soils shall have an min. infiltration rate of 0.50 inch/hr
- Design and construct level, with no longitudinal or lateral slope
- Max contributing area is 5 acres
- Min 2 ft separation to seasonal high-water table or bedrock
- Two treatment practices in series both sized to treat the entire WQv (non-infiltration standard SMP followed by an infiltration practice) shall be provided for hotspot treatment

CONVEYANCE

- Runoff conveyed by pipe or concentrated flow shall utilize a pretreatment device or flow dissipator to reduce flow velocity prior to entering the filter media
- If flow velocity cannot be reduced to non-erosive conditions, the practice shall be designed off-line
- Outlet(s) shall be designed to ensure non-erosive outlet conditions
- An emergency spillway or overflow chamber with outlet pipe to safely convey stormwater exceeding the Extreme Flood shall be included

PRETREATMENT

- Pretreatment shall provide min 25% WQv

TREATMENT

- Practice shall be sized (including pretreatment) to temporarily hold the WQv prior to filtration
- Max ponding is 12 inches (WQv) and 18 inches (Extreme Flood)
- Depth of filter media shall be 30 inches min and 48 inches max
- Depth of drainage layer shall be 6 inches
- Min 12 ft wide maintenance access shall be provided 15% max slope

STORMWATER MANAGEMENT SUITABILITY

✓	Water Quality
✓	Channel Protection
✓	Overbank Flood Protection
✓	Extreme Flood Protection
✓	Runoff Reduction
✓	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

M	Capital Cost
H	Maintenance Burden
M	Safety Risk
H	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.3***)

G	Phosphorus
G	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% RRv provided

RAMBOLL

APPENDIX C
NYSDEC STORMWATER DESIGN MANUAL
TREE PLANTING/TREE PIT/TREE TRENCH (RR-3) FACT SHEET

Fact Sheet: Tree Planting/Tree Pit/Tree Trench (RR-3)

Description: Tree planting is an area reduction practice using existing or newly planted trees. Tree pits are a volume reduction practice using trees planted in contained areas.

Key Considerations

FEASIBILITY

- Tree plantings are not applicable if credit for another area reduction practice is already being taken for the same area
- Trees shall be non-invasive and not be disturbed during construction
- Tree pits shall have underlying soils with an infiltrate greater than or equal to 0.50 inch/hr, unless underdrains are provided
- Tree trenches shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Tree trenches and tree pits shall have a 2 ft min. separation to the seasonal high water table and bedrock
- Overhead clearance shall be taken into consideration when selecting tree species

CONVEYANCE

- Tree pit underdrain systems shall be designed to create an internal water storage
- Tree trenches shall be equipped with a subsurface infiltration reservoir
- Stormwater runoff shall be intercepted near the source and conveyed to the practice as sheet flow

TREATMENT

- The maximum slope of the contributing area is 10%
- The maximum horizontal separation from the contributing impervious area is 10 ft (new trees) or within 20 ft of the canopy (existing trees)
- Drainage filter fabric shall separate and wrap the soil media and stone drainage layer of tree trenches
- For area reduction subtract the total area contributing by sheet flow to an existing or new tree from the total area when computing WQv
- For volume reduction, systems should ensure that the peak water surface elevation for the 10-year, 24-hr design storm does not overtop the system

STORMWATER MANAGEMENT SUITABILITY

	Water Quality
	Channel Protection
	Overbank Flood Protection
	Extreme Flood Protection
✓	Runoff Reduction
	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

H	Capital Cost
M	Maintenance Burden
L	Safety Risk
L	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.4***)

G	Phosphorus
F	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% area reduction towards RRv (plantings)
- 100% RRv provided (trenches and pits)
- 40% RRv provided (tree pits with underdrains)

RAMBOLL

APPENDIX D
NYSDEC STORMWATER DESIGN MANUAL
TREE TRENCH STANDARD DETAIL WITH GABION BASKET PRETREATMENT

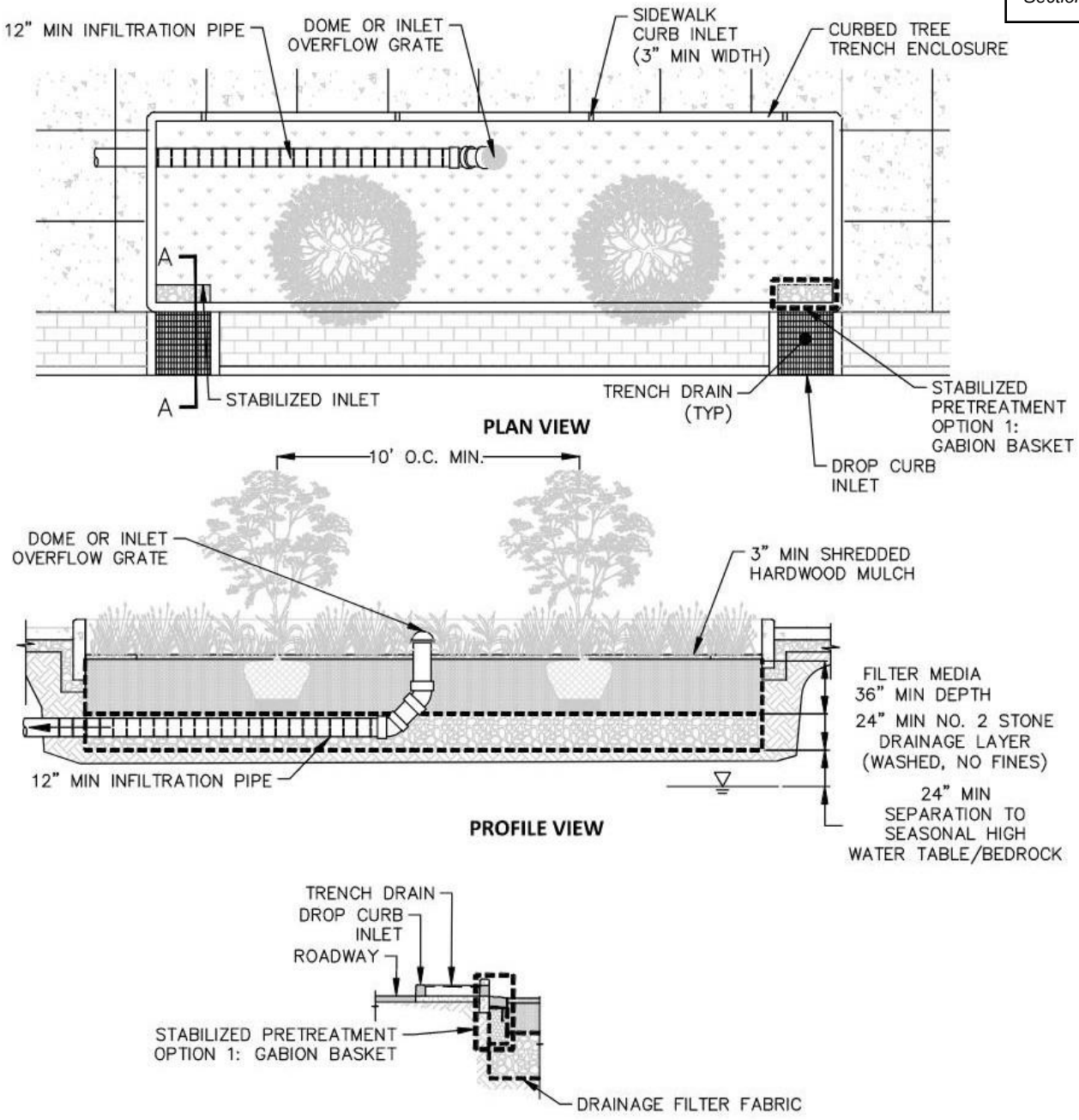


Figure 5.38 Tree Trench Surface Flow (RR-3)

Section 3
Agricultural District Statement

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

C:\Users\MOSHERSG\OneDrive - Ramboll\Documents 1\ArcGIS\Projects\Terrawolf\Terrawolf_Lansing.aprx

AGRICULTURAL DISTRICTS

FIGURE 01

KEY MAP

AGRICULTURAL DISTRICTS

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Section 4
Environmental Assessment Form

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Cayuga Operating Company LLC

Name of Action or Project:
Research and training based Artificial Intelligence Computer Server Buildings

Project Location (describe, and attach a location map):
228 Cayuga Drive, Lansing, NY 14882 (see attached site location map)

Brief Description of Proposed Action:
The proposed project will include the construction of +150 MW of advanced data centers to support advanced training and workloads for computing of scientific research among other things. The first phase of the project will include build out of one of the data centers and the following phase(s) will include the remaining data centers. Design 1) will not use water from the lake due to the closed loop cooling system, 2) Will bring in ultra high speed broadband internet to the site which will also benefit the local community, 3) ultra low noise fans on external equipment well below town ordiance, 4) provide +100 permanent high tech jobs, and 5) support interest of local community with inventment and funding.

Name of Applicant or Sponsor:	Telephone: 607-252-0722
Cayuga Operating Company LLC (Contact: Fred DelFavero)	E-Mail: fdelfavero@beowulfed.com

Address:
228 Cayuga Drive

City/PO:	State:	Zip Code:
Lansing	NY	14882

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town - Site Plan Approval and Coastal Assessment. NYSDEC, NYSPSC, NYSDOT, USACE, USFWS, SHPO	☐	☑

3. a. Total acreage of the site of the proposed action? ±20 acres
   b. Total acreage to be physically disturbed? ±20 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±434 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☑ Rural (non-agriculture) ☑ Industrial ☐ Commercial ☐ Residential (suburban)
   ☑ Forest ☑ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES
5. Is the proposed action,		
a. A permitted use under the zoning regulations?	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☑
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☑	☐
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Proposed action will meet energy code requirements.	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☑
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Sanitary wastewater will be directed to the existing wastewater septic system.	☑	☐
12. a. 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?	☑	☐
b. 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?	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☑
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ A wetland delineation report will be submitted as part of the site application with close alignment with the necessary governing bodies along with approved mitigation.		

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

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

☑ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Potential Northern Long-eared Bat (Endangered), Monarch Butterfly (Candidate)	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes, a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Stormwater will be directed to biofiltration/bioinfiltration systems,tree trenches and stormwater planters.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: See discussion on stormwater above.	☐	☑
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: Area to the east is identified in DEC InfoLocator as an inactive solid waste landfill.	☐	☑
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

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

Applicant/sponsor/name: Sean Farrell, Authorized Signatory for Cayuga Operating Company LLC Date: September 9, 2025

Signature: Sean Farrell Title: Authorized Signatory

PRINT FORM

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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Service layer credits: Bing Maps Hybrid: © 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS © 2025 TomTom

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

C:\Users\MOSHERSG\OneDrive - Ramboll\Documents 1\ArcGIS\Projects\Terrawolf\Terrawolf_Lansing.aprx

PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

SITE LOCATION

FIGURE 01

KEY MAP

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Section 5
Site Plan Renderings

CAYUGA: LANSING, NY

CONCEPTUAL RENDERS

CONCEPTUAL RENDER #1

View taken from approximately 500 feet AMSL above the existing limestone pad to the north of Milliken Station.

RAMBOLL

CAYUGA: LANSING, NY

CONCEPTUAL RENDERS

CONCEPTUAL RENDER #2

Side View of Datacenter Campus Buildings with Milliken Station in the background and Cayuga Lake beyond.

Section 6
Photometric and Lighting Statement

MEMO

Project name **Research based Artificial Intelligence Computer Server Buildings**
Client **Cayuga Operating Company, LLC**

Date September 08, 2025

Site Lighting and Electrical Utility Strategy

Site Lighting

Site lighting will consist of roadway pole mounted lights and exterior building wall packs for safety and security. Both the roadway lighting and building wall packs will utilize a full cutoff design technology directing 100% of the light downward in effort to mitigate any upward emission. This design concept prevents light pollution and shields any direct light glare.

Electrical Utility

Power will be sourced from the existing Milliken station NYSEG 115kV substation located on the site. Two 115kV feeders will be routed overhead to a new substation yard. Medium voltage feeders will be routed underground from the substation yard to desired buildings.

Exhibit 4
Cayuga Data Campus Renderings — Aerial and Lakeside Views
November 2025

Aerial view — with former stack.

Aerial view — after stack removal.

Lakeside aerial view — with former stack.

Lakeside aerial view — after stack removal.

Lakeside ground-level view — with former stack.

Lakeside ground-level view — after stack removal.

TERAWULF

TOWN OF LANSING ZONING BOARD OF APPEALS

Administrative Appeal of CEO November 10, 2025 Zoning Interpretation

Pursuant to Town Code §270-62 and Town Law §267-b(1)

Date of Submission: November 12, 2025

Project Name: Cayuga Data Campus

Submitted by: TeraWulf Inc./Lake Hawkeye LLC and Cayuga Operating Company LLC

I. Applicant Information

Applicants:	Cayuga Operating Company LLC (Property Owner) TeraWulf Inc./ Lake Hawkeye LLC (Lessee/Developer)
Subject Property:	228 Cayuga Drive, Lansing, NY 14882
Tax Parcel No.:	11.-1-3.211
Zoning District:	IR – Industrial / Research

II. Nature of Appeal

This administrative appeal is submitted pursuant to Town Code § 270-62 and Town Law § 267-b(1) in response to the Code Enforcement Officer's written zoning interpretation dated November 10, 2025 (the "November 10 Determination"), which denied the Applicants' October 29, 2025 site plan review application (the "October 29 Application"). The Applicants respectfully appeal that determination and seek a finding that the proposed use is properly classified as a "General Processing" and/or "Warehouse / Storage of non-agricultural goods", each a permitted principal use within the IR District under the Town of Lansing Zoning Code.

The Applicants have also appealed the CEO's October 22, 2025 determination (the "October 22 Determination Appeal"), which is pending before the Zoning Board of Appeals. The underlying factual background for the Cayuga Data Campus, as set forth in the October 22 Determination Appeal, is the same for this appeal and is incorporated herein by reference. Because the November 10 Determination addresses related issues under the same project, this appeal is being submitted for review at the same meeting. This appeal concerns the distinct grounds raised in the October 29 Application but includes cross-references to the October 22 Determination Appeal where appropriate to promote consistency and avoid redundancy.

III. SEQR Classification

This administrative appeal constitutes a Type II action under 6 NYCRR 617.5(c)(37), because it seeks a zoning interpretation only, and no approval of physical development or land disturbance is requested.

IV. Basis for Appeal

A. Standard of Review

New York courts have long recognized that zoning ordinances must be strictly construed because they restrict the common-law rights of property owners. Zoning restrictions "should not be extended by implication." Matter of Allen v. Adami, 39 N.Y.2d 275, 277 (1976); FGL & L Prop. Corp. v. City of Rye, 66 N.Y.2d 111, 119 (1985). Any limitation on the use of land must therefore appear clearly in the ordinance's text.

Because these principles protect fundamental property rights, the Zoning Board of Appeals (the "Board") plays an essential role in ensuring that zoning provisions are applied according to their plain meaning, not expanded by implication or narrowed by inference. Undefined terms should be given their ordinary meaning; otherwise, a provision "provides no guidance as to the meaning" of a permitted use and risks being unconstitutionally vague. E & B Realty, Inc. v. Zoning Bd. of Appeals, 275 A.D.2d 779, 781 (2d Dep't 2000).

While administrative interpretations are entitled to deference, that deference does not extend to readings that are "irrational, unreasonable, or inconsistent with the governing statute." Appelbaum v. Deutsch, 66 N.Y.2d 975, 977 (1985).

Here, the November 10 Determination departs from these settled standards. It adds restrictions that appear nowhere in the ordinance, construes undefined terms contrary to their ordinary meaning, and reaches a result inconsistent with the structure and purpose of the I/R District. The Board has both the authority and the responsibility to correct that error. Applying the law as written, the proposed data center use falls within the permitted categories of "General Processing" and "Warehouse / Storage of non-agricultural goods" as set forth in Chapter 270 of the Town Code of the Town of Lansing, New York, and Schedule I thereto ("Schedule I").

B. The Plain Language of Schedule I Permits This Use

Schedule I permits "General Processing" and "Warehouse / Storage of non-agricultural goods" in the IR District. Those terms are not defined in the Town Code. Under New York law, undefined zoning terms are given their ordinary dictionary meaning, and any ambiguity is resolved in favor of the property owner. Matter of Waterways Dev. Corp. v. Town of Brookhaven, 115 A.D.3d 1152, 1153 (2d Dep't 2014) (citing Allen and FGL & L); Payton Lane Homeowners Ass'n, Inc. v. Village of Head of the Harbor, 144 A.D.3d 806, 808 (2d Dep't 2016) (applying ordinary meaning in zoning interpretation).

In the October 29 Application, the Applicants provided the relevant Merriam-Webster definitions. Processing means "to subject to a series of operations or steps," and Warehousing means "a place for the storage of goods." The November 10 Determination recognized these definitions, but added a limitation not found in the Town Code, restricting processing and storage to tangible materials. The Town Code does not impose that limitation.

The word goods in "Warehouse / Storage of non-agricultural goods" is also undefined. Nothing in the Town Code confines goods to physical objects. In ordinary usage, goods include items of value,

whether tangible or intangible. Widely accepted industry and planning sources confirm that data is stored and processed in data centers, and that a data center is a physical facility for those functions. Interpreted according to ordinary meaning, data processing and data storage fall within "General Processing" and "Warehouse / Storage of non-agricultural goods," so the proposed use is permitted by Schedule I.

C. Restrictions Not Found in the Text Should Not Be Implied

The November 10 Determination raises several concerns that do not appear in Schedule I. Established canons caution against extending zoning restrictions by implication. See Suburban Club of Larkfield, Inc. v. Town of Huntington, 56 Misc. 2d 715, 720, 289 N.Y.S.2d 813, 826 (Sup 1968).

1. Scale and Intensity
The Determination states that the project's 138 MW scale, with potential expansion to 400 MW, exceeds the I/R District's "light manufacturing" intent. Purpose statements aid interpretation but cannot add enforceable limits where the text imposes none. Town Code § 270-5(H) describes the I/R District as accommodating light manufacturing, fabrication, assembly or research, mining and power generation or utilities. The inclusion of power generation or utilities reflects that the District anticipates large-scale infrastructure in appropriate locations. Schedule I does not include megawatt caps, employment thresholds, or other quantitative limits for General Processing or Warehouse / Storage. The former use of the site as a 108 MW power plant also indicates that the proposed use represents reduced external impacts compared to historic operations.

2. The "Data Center" Label
The Determination emphasizes that "data center" is not listed as a separate use. That does not end the analysis. The Town Code requires the Board to determine whether the proposed activities fall within listed categories, regardless of the industry label. As explained in the October 29 Application, the project involves the processing of research data through continuous computational operations and the storage of that data within enclosed facilities. Those activities correspond directly to the ordinary meaning of "General Processing" and "Warehouse / Storage of non-agricultural goods," both of which are expressly permitted in the IR District.

Courts applying New York zoning law classify uses by what the facility does, not by how it is named. Bonded Concrete, Inc. v. Zoning Bd. of Appeals of Town of Saugerties, 268 A.D.2d 771 (3d Dep't 2000). The Applicants are not asking the Board to recognize a new, unlisted use. The Applicants seek a determination that the proposed use is permitted under categories already present in Schedule I. No separate listing for "data center" is required when the proposed activities fit existing permitted uses.

This interpretation does not invite an open-ended expansion of permitted uses. Each application must demonstrate that its activities align with Schedule I's listed categories. The October 29 Application establishes that this facility's purpose, scale, and infrastructure conform to the permitted uses of the IR District. Approval on that basis would not alter the ordinance's scope, but simply apply it as written.

3. The "Inconsistency" Claim
The November 10 Determination reads a conflict between describing the facility as General Processing and Data Warehouse and as a modern research and technology campus. These phrases describe different aspects of the same facility, the zoning classification on the one hand and the purpose and function on the other. Modern research facilities frequently have overlapping characteristics, and these descriptors are complementary. Processing data, the means, and conducting research, the purpose, are aligned.

4. Building Code Definitions
The November 10 Determination cites Building Code definitions of Data Center and Information Technology Equipment. The Building Code regulates construction and safety. The Zoning Code regulates land use. Courts do not import definitions from unrelated statutes with different purposes unless the legislature directs otherwise. See Appelbaum v. Deutsch, 66 N.Y.2d 975, 977 (1985). Even if considered, those definitions do not change the ordinary meaning of processing in the Town Code.

D. Laboratory Classification and Coordination with the October 22 Determination Appeal

In the alternative, as articulated in the October 22 Determination Appeal, the proposed facility satisfies the Town Code definition of Laboratory in § 270-3, facilities for research, investigation, testing, or experimentation. Where a proposed use reasonably fits within more than one permitted category, interpretation should favor the property owner. C. DeMasco Scrap Iron & Metal Corp. v. Zirk, 62 A.D.2d 92, 98 (2d Dep't 1978), aff'd, 46 N.Y.2d 864 (1979). The Board may rely on the October 22 Determination Appeal for the full Laboratory analysis without repeating the same arguments here.

E. Consistency with the Town's Comprehensive Plan

The 2018 Comprehensive Plan encourages redevelopment or retrofitting of aging or abandoned industrial sites, and infill projects that make use of existing infrastructure. The Cayuga Data Campus implements these goals by transforming a retired power plant into a non-emitting research facility with closed-loop cooling, located within a continuous industrial and utility corridor. This policy context reinforces the reasonableness of interpreting Schedule I according to its ordinary meaning.

V. FINDINGS AND JUSTIFICATION

The Town Code permits General Processing and Warehouse / Storage of non-agricultural goods in the I/R District. Those undefined terms should be applied according to their ordinary meaning, and no additional limitations should be implied. As demonstrated in the October 29 Application, the proposed activities involve data processing and storage that align with these categories. Alternatively, and as detailed in the October 22 Determination Appeal, the use satisfies the Laboratory definition under § 270-3, as addressed in the October 22 Determination Appeal.

The Applicants respectfully defer to the Zoning Board of Appeals' determination as to which of the permitted use classifications most appropriately applies, and seek a text-based interpretation consistent with the Town Code.

VI. Relief Requested

1. Reverse the Code Enforcement Officer's November 10, 2025 determination.

2. Determine that the proposed use qualifies as General Processing and/or Warehouse / Storage of non-agricultural goods, each a permitted principal use in the IR District.

3. Alternatively, determine that the proposed use qualifies as a Scientific Research Laboratory, a permitted principal use in the IR District.

4. Confirm that the project may proceed to site plan review as a permitted principal use without a variance.

VII. Exhibits Submitted

Exhibit 1: Code Enforcement Officer Zoning Interpretation (November 10, 2025)

Exhibit 2: Zoning Map and Parcel Identification

Exhibit 3: Project Renderings

Exhibit 1

Code Enforcement Officer Zoning Interpretation (November 10, 2025)

(attached)

TOWN of LANSING
"Home of Industry, Agriculture and Scenic Beauty"

ZONING, PLANNING AND CODE ENFORCEMENT
Box 186
Lansing, NY 14882

E-mail: tolcodes@lansingtown.com

Fred DelFavero
Project Manager, Terawulf
228 Cayuga Drive
Lansing, NY 14882

10 Nov 2025

Dear Mr. DelFalvero

This letter is issued in response to your application dated October 29,2025, for a site plan review from the Town of Lansing Planning Board.

Request Summary:

According to the October 29, 2025, site plan review application, you have applied for a site plan review from the Town of Lansing Planning Board for an industrial use involving General Processing and a Data Warehouse, as well as a data center. The project is proposed to be located at a 228 Cayuga Drive, Lansing NY, TPN 11.-1-3.211. This project is located within the IR – Industrial/Research Zoning District. The type of development listed within Project Information is described as a "modern research and technology campus" and a "next generation research and technology campus". The primary use listed in the Non-Residential Use Building Information portion of the application is "General Processing and Data Warehousing".

An email narrative submitted on 18 Oct 2025 by Fred DelFavero, Project Manager, further describes the project:

"The core purpose of the project is scientific and educational research, enabled through high-performance computing. The facility will provide infrastructure for research, investigation, testing, and experimentation — including AI model development, institutional research workloads, and scientific/engineering simulations such as energy and grid modeling. There is no manufacturing or commercial production component.

High-performance computing is widely recognized as the modern research environment used by universities and scientific institutions. Google, for example, operates its HPC platform specifically for these purposes through the Google Cloud Research Credits Program, which provides compute to university researchers for experimentation and model development. HPC is not commercial hosting — it is the research infrastructure itself. As you may know, TeraWulf is partnered with Google at our Lake Mariner campus in Niagara County, and regional academic institutions — including Cornell and TC3 — have expressed interest in a regional innovation and research hub with Lake Mariner and the Cayuga campus serving as anchors.

Importantly, zoning classification is determined by the primary function of the facility, and in this case the primary function is data processing, not commercial hosting or manufacturing. The Town Code defines a laboratory as "facilities for research, investigation, testing or experimentation," and this definition is purpose-based and technology-neutral — it does not limit research to wet-lab settings. The facility also fits within any common or dictionary definition of scientific research laboratory…"

Zoning Ordinance Review:

The IR -Industrial/Research district is defined in § 270-5.H of the Town's Zoning Code.

§ 270-5.H Industrial-Research (IR) District. The intent of the IR District is to designate areas where some form of light manufacturing, fabrication, assembly or research, mining and power generation/utilities are appropriate and desired land uses. These areas will become small employment centers that could contain a variety of land use activities. To achieve the type of development that will be compatible with the surroundings, it is appropriate to consider each proposal individually. Site planning concerns relate to accessibility, impact on nearby neighborhoods, parking and safe traffic movement, landscaping, buffers, environmental factors, lighting, size, location and such other elements as may be reasonably related to health, safety, property value and the general welfare of the Town.

Schedule I: Schedule of Land Use or Activities permits several land uses through various review processes, such as site plan review, under the general category of Industrial/Research. Schedule I has already been provided.

§ 270-8 Uses not listed as permitted are not allowed.
Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone, such as (but not limited to) planned development zones. As to preexisting, nonconforming uses, this chapter shall be interpreted and applied so as to eliminate the same as soon as legally practicable.

Definitions Town Code 270-3

LABORATORY A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

MANUFACTURING ESTABLISHMENT An establishment, the principal use of which is manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products.

NYS 2025 Building Code Definition DATA CENTER. A room or building, or portions thereof, used primarily to house information technology equipment (ITE) and serving a total ITE load greater than 10kW and 20 W/ft2 (215 W/m2) of conditioned floor area.

NYS 2025 Building Code Definition INFORMATION TECHNOLOGY EQUIPMENT (ITE). Computers, data storage, servers and network communications equipment.

NYS 2025 Building Code Definition INFORMATION TECHNOLOGY EQUIPMENT FACILITIES (ITEF). Data centers and computer rooms used primarily to house information technology equipment.

The American Planning Association (APA) defines a "data center" as "a physical facility that houses servers, storage, and networking infrastructure to support digital applications and services."

Merriam Webster Dictionary Definitions

Warehouse - a structure or room for the storage of merchandise or commodities

Commodities - an economic good: such as
a: a product of agriculture or mining
b: an article of commerce especially when delivered for shipment
c: a mass-produced unspecialized product

Research –noun
1: studious inquiry or examination especially: investigation or experimentation aimed at the discovery and interpretation of facts, revision of accepted theories or laws in the light of new facts, or practical application of such new or revised theories or laws
2: the collecting of information about a particular subject
3: careful or diligent search
transitive verb
1: to search or investigate exhaustively - research a problem
2: to do research for -research a book
intransitive verb
: to engage in research

Interpretation:

After reviewing the September 9, 2025, site plan application submitted, the October 29, 2025, site plan application submittal, the Terawulf webpage, all allowed uses in the I/R Zoning District, all applicable sections of the Town Ordinance, and reputable locations on the internet, it is my determination that:

The proposed use is a data collection campus which is not defined by the Town of Lansing Zoning Code and is not on the list of allowed uses in the I/R Zoning District. Per § 270-8 of the Town Zoning Code disallows uses not specifically permitted. Therefore, the proposed use in the current application of "**General Processing and Data Warehouse**" as found in the October 29, 2025, site plan application project description, or **"modern research and technology campus"** as stated in the October 29, 2025, site plan application are not uses consistent with the September 9, 2025, application, the multiple references in the current application calling out the structures as data centers which contradicts the General Processing and Data Warehouse use, and is inconsistent with the information provided on the Terawulf website. In addition, the Town definition of the Industrial / Research District specifically calls out the intent being **light** manufacturing, fabrication, assembly or research. The determination by the Zoning Officer after an exhaustive review is that the primary use of the proposed project at 228 Cayuga Drive are three (3) data collection centers of 138 MW (with mention of plans to expand to 400MW), and that use is not meeting any of the permitted uses in the I /R District

and, more importantly not meeting the definition of the Industrial/Research District (I/R District) with the magnitude of the proposed project.

Conclusion:

Based on the above, the project at 228 Cayuga Drive, TPN 11.-1-3.211, as proposed, is not permitted in the I / R District as none of the proposed uses meets any of the allowed uses in the I/R District specifically with the intensity of the primary use of the proposed project. Engaging in such a use without appropriate zoning relief (e.g., rezoning or ordinance amendment) may be subject to enforcement action under Article X of the Zoning Code.

This interpretation is issued pursuant to the authority granted to the Code Enforcement Officer under § 270-62 of the Town of Lansing Zoning Ordinance. Should you disagree with this determination, you have the right to appeal to the Board of Zoning Appeals. You may also have the right to petition the Town Board for a change of zoning or the formation of a Planned Development Area per § 270-32 of the Zoning Code.

Please contact our office if you have further questions or require assistance with the appeal or application process.

Sincerely,

Scott Russell
Code Enforcement Officer

Sworn to me this 10th
day of November, 2025
Ashley P. Workman
Notary

ASHLEY P. WORKMAN
Notary Public, State of New York
No. 01WO0012974
Qualified in Tompkins County
Commission Expires Aug. 30. 2027

Exhibit 2

Zoning Map and Parcel Identification

(attached)

Town of Lansing Zoning Map April 2023

Zoning April 2023

- B1
- B2
- IR
- L1
- R1
- R2
- R3
- RA
- AG
- <all other values>
- CayugaLake

N
W
E
S

Exhibit 3

Project Renderings

(attached)

Exhibit 4
Cayuga Data Campus Renderings — Aerial and Lakeside Views
November 2025

Aerial view — with former stack.

Aerial view — after stack removal.

Lakeside aerial view — with former stack.

Lakeside aerial view — after stack removal.

Lakeside ground-level view — with former stack.

Lakeside ground-level view — after stack removal.

Site application SITE-25-10 appeals submittal receipt

Documents submitted:

- Cayuga Appeal of November 10 Zoning Interpretation November 12 2025 with attachments

Documents received by

Print name: Kelly Geiger

Signature: Kelly Geiger

Date: 11/12/25

Site application SITE-25-10 appeals submittal

Documents submitted on November 12, 2025, to the Planning & Code Enforcement Department:

- Cayuga Appeal of November 10 Zoning Interpretation November 12 2025 with attachments

RECEIVED
11/12/25

TERAWULF

TOWN OF LANSING ZONING BOARD OF APPEALS

Administrative Appeal of CEO November 10, 2025 Zoning Interpretation

Pursuant to Town Code §270-62 and Town Law §267-b(1)

Date of Submission: November 12, 2025

Project Name: Cayuga Data Campus

Submitted by: TeraWulf Inc./Lake Hawkeye LLC and Cayuga Operating Company LLC

I. Applicant Information

Applicants:	Cayuga Operating Company LLC (Property Owner) TeraWulf Inc./ Lake Hawkeye LLC (Lessee/Developer)
Subject Property:	228 Cayuga Drive, Lansing, NY 14882
Tax Parcel No.:	11.-1-3.211
Zoning District:	IR – Industrial / Research

II. Nature of Appeal

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A. Standard of Review

New York courts have long recognized that zoning ordinances must be strictly construed because they restrict the common-law rights of property owners. Zoning restrictions "should not be extended by implication." Matter of Allen v. Adami, 39 N.Y.2d 275, 277 (1976); FGL & L Prop. Corp. v. City of Rye, 66 N.Y.2d 111, 119 (1985). Any limitation on the use of land must therefore appear clearly in the ordinance's text.

Because these principles protect fundamental property rights, the Zoning Board of Appeals (the "Board") plays an essential role in ensuring that zoning provisions are applied according to their plain meaning, not expanded by implication or narrowed by inference. Undefined terms should be given their ordinary meaning; otherwise, a provision "provides no guidance as to the meaning" of a permitted use and risks being unconstitutionally vague. E & B Realty, Inc. v. Zoning Bd. of Appeals, 275 A.D.2d 779, 781 (2d Dep't 2000).

While administrative interpretations are entitled to deference, that deference does not extend to readings that are "irrational, unreasonable, or inconsistent with the governing statute." Appelbaum v. Deutsch, 66 N.Y.2d 975, 977 (1985).

Here, the November 10 Determination departs from these settled standards. It adds restrictions that appear nowhere in the ordinance, construes undefined terms contrary to their ordinary meaning, and reaches a result inconsistent with the structure and purpose of the I/R District. The Board has both the authority and the responsibility to correct that error. Applying the law as written, the proposed data center use falls within the permitted categories of "General Processing" and "Warehouse / Storage of non-agricultural goods" as set forth in Chapter 270 of the Town Code of the Town of Lansing, New York, and Schedule I thereto ("Schedule I").

B. The Plain Language of Schedule I Permits This Use

Schedule I permits "General Processing" and "Warehouse / Storage of non-agricultural goods" in the IR District. Those terms are not defined in the Town Code. Under New York law, undefined zoning terms are given their ordinary dictionary meaning, and any ambiguity is resolved in favor of the property owner. Matter of Waterways Dev. Corp. v. Town of Brookhaven, 115 A.D.3d 1152, 1153 (2d Dep't 2014) (citing Allen and FGL & L); Payton Lane Homeowners Ass'n, Inc. v. Village of Head of the Harbor, 144 A.D.3d 806, 808 (2d Dep't 2016) (applying ordinary meaning in zoning interpretation).

In the October 29 Application, the Applicants provided the relevant Merriam-Webster definitions. Processing means "to subject to a series of operations or steps," and Warehousing means "a place for the storage of goods." The November 10 Determination recognized these definitions, but added a limitation not found in the Town Code, restricting processing and storage to tangible materials. The Town Code does not impose that limitation.

The word goods in "Warehouse / Storage of non-agricultural goods" is also undefined. Nothing in the Town Code confines goods to physical objects. In ordinary usage, goods include items of value,

whether tangible or intangible. Widely accepted industry and planning sources confirm that data is stored and processed in data centers, and that a data center is a physical facility for those functions. Interpreted according to ordinary meaning, data processing and data storage fall within "General Processing" and "Warehouse / Storage of non-agricultural goods," so the proposed use is permitted by Schedule I.

C. Restrictions Not Found in the Text Should Not Be Implied

The November 10 Determination raises several concerns that do not appear in Schedule I. Established canons caution against extending zoning restrictions by implication. See Suburban Club of Larkfield, Inc. v. Town of Huntington, 56 Misc. 2d 715, 720, 289 N.Y.S.2d 813, 826 (Sup 1968).

1. Scale and Intensity
The Determination states that the project's 138 MW scale, with potential expansion to 400 MW, exceeds the I/R District's "light manufacturing" intent. Purpose statements aid interpretation but cannot add enforceable limits where the text imposes none. Town Code § 270-5(H) describes the I/R District as accommodating light manufacturing, fabrication, assembly or research, mining and power generation or utilities. The inclusion of power generation or utilities reflects that the District anticipates large-scale infrastructure in appropriate locations. Schedule I does not include megawatt caps, employment thresholds, or other quantitative limits for General Processing or Warehouse / Storage. The former use of the site as a 108 MW power plant also indicates that the proposed use represents reduced external impacts compared to historic operations.

2. The "Data Center" Label
The Determination emphasizes that "data center" is not listed as a separate use. That does not end the analysis. The Town Code requires the Board to determine whether the proposed activities fall within listed categories, regardless of the industry label. As explained in the October 29 Application, the project involves the processing of research data through continuous computational operations and the storage of that data within enclosed facilities. Those activities correspond directly to the ordinary meaning of "General Processing" and "Warehouse / Storage of non-agricultural goods," both of which are expressly permitted in the IR District.

Courts applying New York zoning law classify uses by what the facility does, not by how it is named. Bonded Concrete, Inc. v. Zoning Bd. of Appeals of Town of Saugerties, 268 A.D.2d 771 (3d Dep't 2000). The Applicants are not asking the Board to recognize a new, unlisted use. The Applicants seek a determination that the proposed use is permitted under categories already present in Schedule I. No separate listing for "data center" is required when the proposed activities fit existing permitted uses.

This interpretation does not invite an open-ended expansion of permitted uses. Each application must demonstrate that its activities align with Schedule I's listed categories. The October 29 Application establishes that this facility's purpose, scale, and infrastructure conform to the permitted uses of the IR District. Approval on that basis would not alter the ordinance's scope, but simply apply it as written.

3. The "Inconsistency" Claim
The November 10 Determination reads a conflict between describing the facility as General Processing and Data Warehouse and as a modern research and technology campus. These phrases describe different aspects of the same facility, the zoning classification on the one hand and the purpose and function on the other. Modern research facilities frequently have overlapping characteristics, and these descriptors are complementary. Processing data, the means, and conducting research, the purpose, are aligned.

4. Building Code Definitions
The November 10 Determination cites Building Code definitions of Data Center and Information Technology Equipment. The Building Code regulates construction and safety. The Zoning Code regulates land use. Courts do not import definitions from unrelated statutes with different purposes unless the legislature directs otherwise. See Appelbaum v. Deutsch, 66 N.Y.2d 975, 977 (1985). Even if considered, those definitions do not change the ordinary meaning of processing in the Town Code.

D. Laboratory Classification and Coordination with the October 22 Determination Appeal

In the alternative, as articulated in the October 22 Determination Appeal, the proposed facility satisfies the Town Code definition of Laboratory in § 270-3, facilities for research, investigation, testing, or experimentation. Where a proposed use reasonably fits within more than one permitted category, interpretation should favor the property owner. C. DeMasco Scrap Iron & Metal Corp. v. Zirk, 62 A.D.2d 92, 98 (2d Dep't 1978), aff'd, 46 N.Y.2d 864 (1979). The Board may rely on the October 22 Determination Appeal for the full Laboratory analysis without repeating the same arguments here.

E. Consistency with the Town's Comprehensive Plan

The 2018 Comprehensive Plan encourages redevelopment or retrofitting of aging or abandoned industrial sites, and infill projects that make use of existing infrastructure. The Cayuga Data Campus implements these goals by transforming a retired power plant into a non-emitting research facility with closed-loop cooling, located within a continuous industrial and utility corridor. This policy context reinforces the reasonableness of interpreting Schedule I according to its ordinary meaning.

V. FINDINGS AND JUSTIFICATION

The Town Code permits General Processing and Warehouse / Storage of non-agricultural goods in the I/R District. Those undefined terms should be applied according to their ordinary meaning, and no additional limitations should be implied. As demonstrated in the October 29 Application, the proposed activities involve data processing and storage that align with these categories. Alternatively, and as detailed in the October 22 Determination Appeal, the use satisfies the Laboratory definition under § 270-3, as addressed in the October 22 Determination Appeal.

The Applicants respectfully defer to the Zoning Board of Appeals' determination as to which of the permitted use classifications most appropriately applies, and seek a text-based interpretation consistent with the Town Code.

VI. Relief Requested

1. Reverse the Code Enforcement Officer's November 10, 2025 determination.

2. Determine that the proposed use qualifies as General Processing and/or Warehouse / Storage of non-agricultural goods, each a permitted principal use in the IR District.

3. Alternatively, determine that the proposed use qualifies as a Scientific Research Laboratory, a permitted principal use in the IR District.

4. Confirm that the project may proceed to site plan review as a permitted principal use without a variance.

VII. Exhibits Submitted

Exhibit 1: Code Enforcement Officer Zoning Interpretation (November 10, 2025)

Exhibit 2: Zoning Map and Parcel Identification

Exhibit 3: Project Renderings

Exhibit 1

Code Enforcement Officer Zoning Interpretation (November 10, 2025)

(attached)

TOWN of LANSING
"Home of Industry, Agriculture and Scenic Beauty"

ZONING, PLANNING AND CODE ENFORCEMENT
Box 186
Lansing, NY 14882

E-mail: tolcodes@lansingtown.com

Fred DelFavero
Project Manager, Terawulf
228 Cayuga Drive
Lansing, NY 14882

10 Nov 2025

Dear Mr. DelFalvero

This letter is issued in response to your application dated October 29,2025, for a site plan review from the Town of Lansing Planning Board.

Request Summary:

According to the October 29, 2025, site plan review application, you have applied for a site plan review from the Town of Lansing Planning Board for an industrial use involving General Processing and a Data Warehouse, as well as a data center. The project is proposed to be located at a 228 Cayuga Drive, Lansing NY, TPN 11.-1-3.211. This project is located within the IR – Industrial/Research Zoning District. The type of development listed within Project Information is described as a "modern research and technology campus" and a "next generation research and technology campus". The primary use listed in the Non-Residential Use Building Information portion of the application is "General Processing and Data Warehousing".

An email narrative submitted on 18 Oct 2025 by Fred DelFavero, Project Manager, further describes the project:

"The core purpose of the project is scientific and educational research, enabled through high-performance computing. The facility will provide infrastructure for research, investigation, testing, and experimentation — including AI model development, institutional research workloads, and scientific/engineering simulations such as energy and grid modeling. There is no manufacturing or commercial production component.

High-performance computing is widely recognized as the modern research environment used by universities and scientific institutions. Google, for example, operates its HPC platform specifically for these purposes through the Google Cloud Research Credits Program, which provides compute to university researchers for experimentation and model development. HPC is not commercial hosting — it is the research infrastructure itself. As you may know, TeraWulf is partnered with Google at our Lake Mariner campus in Niagara County, and regional academic institutions — including Cornell and TC3 — have expressed interest in a regional innovation and research hub with Lake Mariner and the Cayuga campus serving as anchors.

Importantly, zoning classification is determined by the primary function of the facility, and in this case the primary function is data processing, not commercial hosting or manufacturing. The Town Code defines a laboratory as "facilities for research, investigation, testing or experimentation," and this definition is purpose-based and technology-neutral — it does not limit research to wet-lab settings. The facility also fits within any common or dictionary definition of scientific research laboratory…"

Zoning Ordinance Review:

The IR -Industrial/Research district is defined in § 270-5.H of the Town's Zoning Code.

§ 270-5.H Industrial-Research (IR) District. The intent of the IR District is to designate areas where some form of light manufacturing, fabrication, assembly or research, mining and power generation/utilities are appropriate and desired land uses. These areas will become small employment centers that could contain a variety of land use activities. To achieve the type of development that will be compatible with the surroundings, it is appropriate to consider each proposal individually. Site planning concerns relate to accessibility, impact on nearby neighborhoods, parking and safe traffic movement, landscaping, buffers, environmental factors, lighting, size, location and such other elements as may be reasonably related to health, safety, property value and the general welfare of the Town.

Schedule I: Schedule of Land Use or Activities permits several land uses through various review processes, such as site plan review, under the general category of Industrial/Research. Schedule I has already been provided.

§ 270-8 Uses not listed as permitted are not allowed.
Any land use not specifically permitted under this chapter shall be disallowed uses unless a use variance therefore shall be properly obtained, unless such use is a lawful pre-existing, non-conforming use, or unless such use is permitted in any newly created zone, such as (but not limited to) planned development zones. As to preexisting, nonconforming uses, this chapter shall be interpreted and applied so as to eliminate the same as soon as legally practicable.

Definitions Town Code 270-3

LABORATORY A building or group of buildings within which are located facilities for research, investigation, testing or experimentation, but not facilities for manufacturing or selling of products except as may be necessary for prototype development or as incidental to the main purpose of the laboratory."

MANUFACTURING ESTABLISHMENT An establishment, the principal use of which is manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing or testing of materials, goods or products.

NYS 2025 Building Code Definition DATA CENTER. A room or building, or portions thereof, used primarily to house information technology equipment (ITE) and serving a total ITE load greater than 10kW and 20 W/ft2 (215 W/m2) of conditioned floor area.

NYS 2025 Building Code Definition INFORMATION TECHNOLOGY EQUIPMENT (ITE). Computers, data storage, servers and network communications equipment.

NYS 2025 Building Code Definition INFORMATION TECHNOLOGY EQUIPMENT FACILITIES (ITEF). Data centers and computer rooms used primarily to house information technology equipment.

The American Planning Association (APA) defines a "data center" as "a physical facility that houses servers, storage, and networking infrastructure to support digital applications and services."

Merriam Webster Dictionary Definitions

Warehouse - a structure or room for the storage of merchandise or commodities

Commodities - an economic good: such as
a: a product of agriculture or mining
b: an article of commerce especially when delivered for shipment
c: a mass-produced unspecialized product

Research –noun
1: studious inquiry or examination especially: investigation or experimentation aimed at the discovery and interpretation of facts, revision of accepted theories or laws in the light of new facts, or practical application of such new or revised theories or laws
2: the collecting of information about a particular subject
3: careful or diligent search
transitive verb
1: to search or investigate exhaustively - research a problem
2: to do research for -research a book
intransitive verb
: to engage in research

Interpretation:

After reviewing the September 9, 2025, site plan application submitted, the October 29, 2025, site plan application submittal, the Terawulf webpage, all allowed uses in the I/R Zoning District, all applicable sections of the Town Ordinance, and reputable locations on the internet, it is my determination that:

The proposed use is a data collection campus which is not defined by the Town of Lansing Zoning Code and is not on the list of allowed uses in the I/R Zoning District. Per § 270-8 of the Town Zoning Code disallows uses not specifically permitted. Therefore, the proposed use in the current application of "**General Processing and Data Warehouse**" as found in the October 29, 2025, site plan application project description, or "**modern research and technology campus**" as stated in the October 29, 2025, site plan application are not uses consistent with the September 9, 2025, application, the multiple references in the current application calling out the structures as data centers which contradicts the General Processing and Data Warehouse use, and is inconsistent with the information provided on the Terawulf website. In addition, the Town definition of the Industrial / Research District specifically calls out the intent being **light** manufacturing, fabrication, assembly or research. The determination by the Zoning Officer after an exhaustive review is that the primary use of the proposed project at 228 Cayuga Drive are three (3) data collection centers of 138 MW (with mention of plans to expand to 400MW), and that use is not meeting any of the permitted uses in the I /R District

and, more importantly not meeting the definition of the Industrial/Research District (I/R District) with the magnitude of the proposed project.

Conclusion:

Based on the above, the project at 228 Cayuga Drive, TPN 11.-1-3.211, as proposed, is not permitted in the I / R District as none of the proposed uses meets any of the allowed uses in the I/R District specifically with the intensity of the primary use of the proposed project. Engaging in such a use without appropriate zoning relief (e.g., rezoning or ordinance amendment) may be subject to enforcement action under Article X of the Zoning Code.

This interpretation is issued pursuant to the authority granted to the Code Enforcement Officer under § 270-62 of the Town of Lansing Zoning Ordinance. Should you disagree with this determination, you have the right to appeal to the Board of Zoning Appeals. You may also have the right to petition the Town Board for a change of zoning or the formation of a Planned Development Area per § 270-32 of the Zoning Code.

Please contact our office if you have further questions or require assistance with the appeal or application process.

Sincerely,

Scott Russell
Code Enforcement Officer

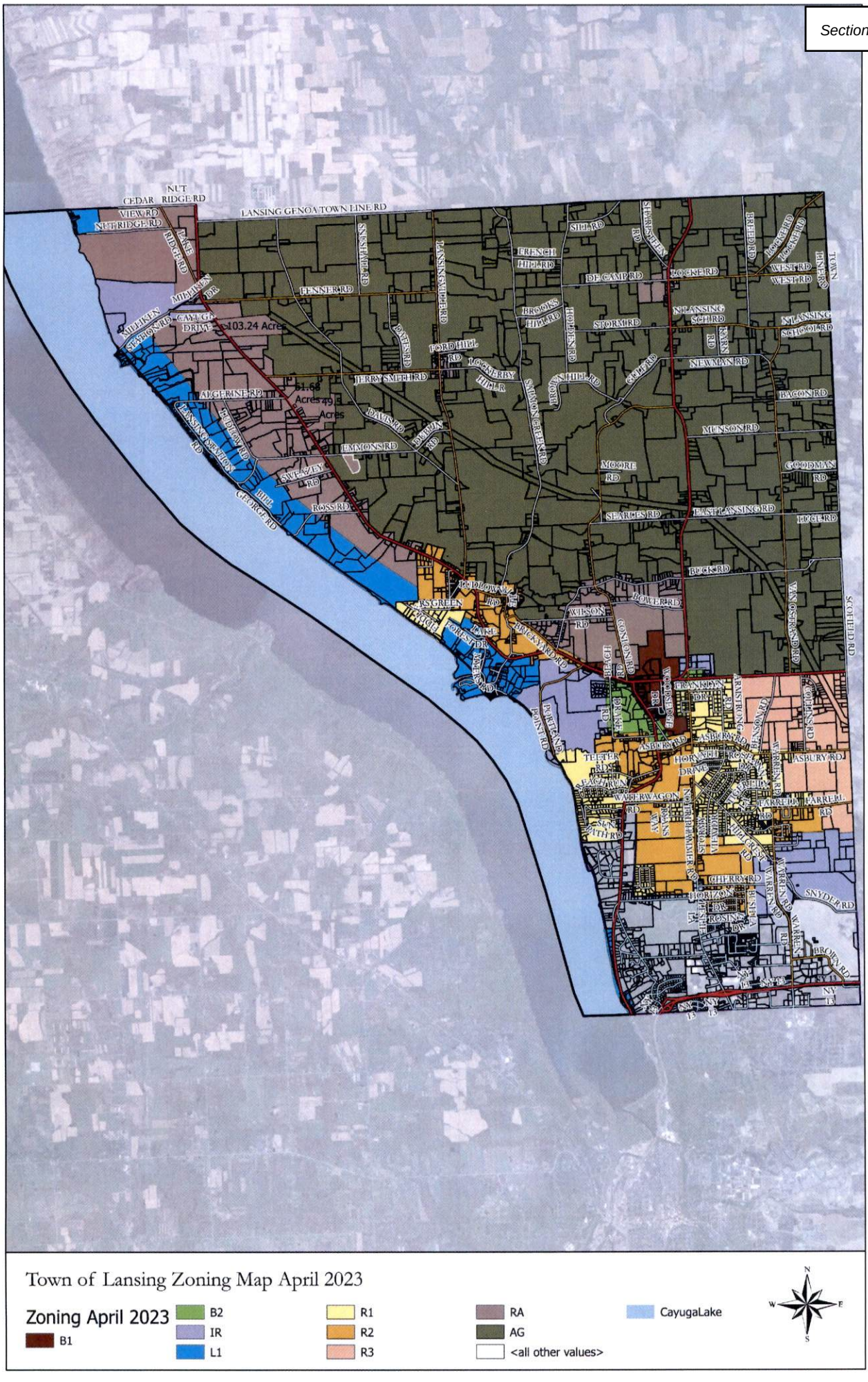
Sworn to me this 10th
day of November, 20 25
Ashley P. Workman
Notary

ASHLEY P. WORKMAN
Notary Public, State of New York
No. 01WO0012974
Qualified in Tompkins County
Commission Expires Aug. 30, 2027

Exhibit 2

Zoning Map and Parcel Identification

(attached)



Town of Lansing Zoning Map April 2023

Zoning April 2023

- B1
- B2
- IR
- L1
- R1
- R2
- R3
- RA
- AG
- <all other values>
- CayugaLake

N W E S

Exhibit 3

Project Renderings

(attached)

Exhibit 4
Cayuga Data Campus Renderings — Aerial and Lakeside Views
November 2025

Aerial view — with former stack.

Aerial view — after stack removal.

Lakeside aerial view — with former stack.

Lakeside aerial view — after stack removal.

Lakeside ground-level view — with former stack.

Lakeside ground-level view — after stack removal.

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: Cayuga Data Campus (also referred to as Lake Hawkeye)		
Project Location (describe, and attach a general location map): 228 Cayuga Drive, Lansing, NY 14882 (see attached site location map)		
Brief Description of Proposed Action (include purpose or need): The Cayuga Data Campus (the "Project") is a next-generation research and technology campus located at the former Cayuga power generation site. The Project modernizes an existing utility-scale industrial property into research-grade computing infrastructure that directly supports scientific and institutional research. This represents a natural evolution of the site's historic purpose: continuing its longstanding role as utility-scale infrastructure serving public and i The Project will be developed in a staged, modular sequence totaling approximately 138 MW of research-grade computing infrastructure. Phase I will consist of the construction of one 50-MW research building; subsequent phases will add two additional 50-MW research buildings for a combined capacity of approximately 138 MW. This sequential development model mirrors the successful approach implemented at TeraWulf's Lake Mariner campus in Barker, NY, allowing the Project to scale responsibly in alignment with site readiness, final design approvals, and utility interconnection upgrades funded by the Applicants. Each building is anticipated to require approximately 12–14 months from Notice to Proceed through commissioning. Staged deployment ensures continuity of local construction trades, minimizes site disturbance, and enables infrastructure development to advance in a manner consistent with both grid capacity timing and community-facing coordination.		
Name of Applicant/Sponsor: TeraWulf Inc. (Cayuga Data Campus)	Telephone: (607) 252-0722 E-Mail: fdelfavero@beowulfed.com	
Address: 228 Cayuga Drive		
City/PO: Lansing	State: NY	Zip Code: 14882
Project Contact (if not same as sponsor; give name and title/role): Adam Millspaugh, Construction Manager	Telephone: (607) 227-3892 E-Mail: amillspaugh@beowulfed.com	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Cayuga Operating Company LLC	Telephone: E-Mail:	
Address: 228 Cayuga Drive		
City/PO: Lansing	State: NY	Zip Code: 14882

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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Lansing Board	October 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Lansing Planning Board	October 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Tompkins County Planning Board	October 2025
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC, NYSDOT, SHPO	
h. Federal agencies ☑Yes ☐No	USACE, USFWS	

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):

Cayuga Lake Watershed Restoration & Protection Plan

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):

Town of Lansing Open Space Conservation Plan, Town of Lansing Agriculture & 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?

The Project independently satisfies two separate permitted IR District classifications: (i) Warehouse, storage or wholesaling of nonagricultural goods or materials and (ii) General processing, light manufacturing and assembly. Adjacent parcels are zoned Residential/Agricultural (RA) and Lakeshore (L1).

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? Lansing Central School District

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

Tompkins County Sheriff's Office and the New York State Police

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

Lansing Fire Department, Cayuga Medical Associates, and ambulance service by Bangs Ambulance.

d. What parks serve the project site?

The Cayuga Shores Wildlife Management Area is located approximately one mile north of the Project site, and Taughannock Falls State Park is located approximately four miles to the southeast across Cayuga Lake. Additional nearby public recreational resources include Myers Park and Salt Point.

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)? Industrial with two permitted purposes: (1) warehousing, storage, and/or wholesaling of non-ag goods in the form of digital information, and (2) general processing (light manufacturing equivalent)through the computational processing.

b. a. Total acreage of the site of the proposed action? ±183 acres
b. Total acreage to be physically disturbed? ±43 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±434 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 2
- Anticipated commencement date of phase 1 (including demolition) Jan month 2026 year
- Anticipated completion date of final phase Feb month 2028 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Phase I will include site preparation, grading, utility extension, and construction of the northern research building. Phase II will consist of the sequential construction of the two remaining research buildings.

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,

* Maximum building height of 35 feet. An additional 30 feet is expected for mechanical equipment on roof.

i. Total number of structures 3

ii. Dimensions (in feet) of largest proposed structure: ±65* height; ±200 width; and ±700 length

iii. Approximate extent of building space to be heated or cooled: ±14,0[illegible] square feet

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

If Yes,

i. Purpose of the impoundment:

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

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

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

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

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

D.2. Project Operations

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

If Yes: *i* .What is the purpose of the excavation or dredging? Excavation will be limited to building foundations and utility conduit areas, and all excavated material will be retained onsite.

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): See the Draft Wetland and Stream Delineation Report prepared by Ramboll (November 26, 2024), which has been previously submitted to the Town..

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

USACE and NYSDEC will be consulted to confirm jurisdictional status of any wetlands or waterbodies. If agency jurisdiction is confirmed, the Applicants will obtain all required permits and will conduct work and mitigation consistent with the terms and conditions of those approvals.

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

If Yes, describe: Bottom sediments within identified streams and ditches located inside the limits of disturbance (see delineation report provided.

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: 2.3
- expected acreage of aquatic vegetation remaining after project completion: Wetland mitigation areas may be required and will be designed in coordination with USACE and NYSDEC, if jurisdiction is confirmed.
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): Removal for building construction
- proposed method of plant removal: Excavation.
- if chemical/herbicide treatment will be used, specify product(s): Not applicable

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: ±3,000 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: Southern Cayuga Lake Intermunicipal Water Commission (Bolton Point)
- 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: ±2,250 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):

The only liquid waste generated will be standard sanitary wastewater associated with employee use of restroom facilities.

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):

Sanitary wastewater will be directed to the existing wastewater system or collected in an underground holding tank dedicated to each building. Each of the two holding tanks will be routinely pumped out and waste waters hauled and disposed of off-site in accordance with federal and state regulations.

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

Not Applicable

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

If Yes:

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

_____ Square feet or ±27.4 acres (impervious surface)

_____ Square feet or ±183 acres (parcel size)

ii. Describe types of new point sources. No new point sources (i.e., no new discharges or outfalls) are proposed as part of the Project.

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

Stormwater will be directed to biofiltration and bioinfiltration systems, including tree trenches and stormwater planters.

- 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)

Short-term particulate emissions (dust) and equipment exhaust emissions during construction activities.

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

None

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

None

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: _____

Estimated at 50 MW in Phase I ramping to 138 MW in Phase II.

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

Local Utility - NYSEG

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: 5 AM - 1 AM
- Saturday: 5 AM - 1 AM
- Sunday: 5 AM - 1 AM
- Holidays: 5 AM - 1 AM

ii. During Operations:

- Monday - Friday: 24 hours per day
- Saturday: 24 hours per day
- Sunday: 24 hours per day
- Holidays: 24 hours per day

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:

Construction: Temporary noise will be limited in duration and mitigated through standard best-practices. Operation: The facility is designed to operate below ambient noise levels through the use of ultra-low-noise motors and fans on exterior equipment. A post-constructio noise survey will be done.

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

Describe: Some tree removal will be required for construction; however, the project includes replanting and landscape screening to restore and enhance vegetative buffers.

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:

Outdoor lighting will be limited to light poles and exterior building-mounted fixtures required for personnel safety. All fixtures will be shielded and downward-facing to minimize glare and prevent night-sky light spill.

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

Describe: Tree removal will be required for construction; however, the proposed project includes planting of trees to provide screening.

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: ±1,140 tons per 25 months (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction: Recycling and reuse will include pallets, wooden crates, and scrap metal to the greatest extent practicable, and debris from the future demolition of the former coal stack will also be recycled and reused onsite as suitable foundation or structural fill.
- Operation: _____

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

- Construction: Local landfill.
- Operation: Local landfill.

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

The proposed project area will be located on land previously utilized by the former electric generating station or on undeveloped forested land. Surrounding area is mixture of forested, agricultural, rural and residential use.

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	±27.4	+27.4
• Forested	±40.7	0	-40.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	±2.3	0*	-2.3
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Vegetative landscaping	0	±15.6	+15.6
Remaining undisturbed portion of the site	±391	±391	±391

*Wetland mitigation areas may be required and, if so, will be developed in consultation with USACE and NYSDEC.

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: A NYSDEC letter dated November 28, 2023 confirms that the final cover system for the landfill was substantially completed on October 13, 2020.

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
Area to the east is identified in DEC InfoLocator as an inactive solid waste landfill.
iii. Describe any development constraints due to the prior solid waste activities: _____
None

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:
Hazardous wastes were historically associated with the former power generation facility; these legacy materials have been removed from the site and properly disposed of in accordance with regulatory requirements. The proposed action will not generate hazardous waste.

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): Various closed spills
☐ 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: _____
Not Applicable

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No
If yes, provide DEC ID number(s): _____

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

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? ±20 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: Lodgement Till ~100 %

d. What is the average depth to the water table on the project site? Average: ±10 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☑ Moderately Well Drained: ~100 % of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: ±33 % of site
☑ 10-15%: ±36 % of site
☑ 15% or greater: ±31 % of site

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

h. Surface water features. Refer to the Draft Wetland/Stream Delineation Report previously submitted to the Town.

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 See Draft Wetland/Stream Delineation Report Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name See Draft Wetland/Stream Delineation Report Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

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

White tailed deer	Cottontail rabbit	Red Fox
Opposum	Pheasant	Woodchuck
Wild turkey	Geese	

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): _____

The EAF Mapper identified lake sturgeon as a protected aquatic species; however, no in-water or shoreline work is proposed, and no disturbance will occur within or immediately adjacent to Cayuga Lake. The site is also within the range of northern long-eared bat (Endangered) and monarch butterfly (Candidate), but no habitat-impacting activities are anticipated.

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: _____

Cayuga Lake is used for recreational fishing. No impacts are anticipated.

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? _____

ii. Source(s) of soil rating(s): _____

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 NY State 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: The Cayuga Operating Company LLC coal fired power plant is listed as an Eligible Building.

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

Listing is based on Criterion A: Industry & Criterion C: Architecture as an intact and increasingly rare example of a once substantial industrial enterprise in NYS.

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: Cayuga Lake Scenic Byway and Blueway Trail / Cayuga Shores Wildlife Management Area, Taughannock Falls State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway, Wildlife Management Area, and State Park

iii. Distance between project and resource: ±0.60 (Byway) 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

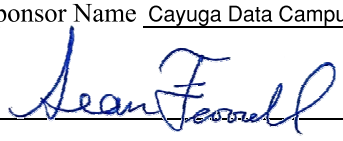
Attach any additional information which may be needed to clarify your project.

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 Cayuga Data Campus / Lake Hawkeye LLC Date October 28, 2025

Signature  Title Chief Operating Officer

PRINT FORM

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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

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]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Lake Sturgeon
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

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

C:\Users\MOSHERSG\OneDrive - Ramboll\Documents 1\ArcGIS\Projects\Terrawolf\Terrawolf_Lansing.aprx

SITE LOCATION

FIGURE 01

KEY MAP

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax: (607) 274-5445

Instrume
594334-006

No. of Pages: (including this cover page)	134
Receipt No.	594334
Date:	07/16/2012
Time:	12:42 PM
Document Type:	DEED
Parties To Transaction:	AES EASTERN ENERGY TO CAYUGA OPERTI
Town/City:	LANSING

Delivered By:
LS ABSTRACT

Return To:
LS ABSTRACT

Deed Information		Mortgage Information	
Taxable Consideration:	$0.00	Taxable Mortgage Amount:	
State Transfer Tax:	$0.00	Basic Mortgage Tax:	
County Transfer Tax:	$0.00	Special Mortgage Tax:	
RETT No.:	01971	Additional Mortgage Tax:	
		Local Mortgage Tax:	
State of New York Tompkins County Clerk		Mortgage Serial No.:	

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York.

Aurora R. Valenti

Tompkins County Clerk

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5943334-0006

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 29 day of June, 2012,

BETWEEN:

AES EASTERN ENERGY, L.P., a Delaware limited partnership
130 East Seneca Street, Suite 505
Ithaca, New York 14850

GRANTOR

CAYUGA OPERATING COMPANY LLC, a Delaware limited liability company

GRANTEE

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration, paid by the Grantee, hereby grants and releases unto the Grantee, the successors and assigns of the Grantee forever, all those certain plots, pieces or parcels of land with the fixtures, structures, buildings, improvements and other items constituting real property situate, lying and being in the Town of Lansing, Tompkins County, New York and more particularly described on ***Schedule "A"*** attached hereto and made a part hereof, together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

SUBJECT ONLY TO easements, covenants and restrictions of record, if any.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and/or assigns of the Grantee forever. **AND** the Grantor covenants as follows:

FIRST: The Grantor conveys to the Grantee, the title vested in the Grantor by an order of the United States Bankruptcy Court for the District of Delaware dated April 11, 2012, entitled Order Authorizing Entry of an Order Approving (A) Sale of Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, and (B) Assumption and Assignment of Executory Contracts To Successful Bidder(s) (the "Order"), a copy of which Order is attached as ***Schedule "B"*** hereto and made a part hereof.

SECOND: The Grantor warrants that the Grantor has not impaired the title to said premises.

THIS Special Warranty Deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the day and year first above written.

In presence of:

AES EASTERN ENERGY, L.P.
By: AES NY, L.L.C., its General Partner

By: _____
Name: Peter S. Norgeot
Title: President

STATE OF MASSACHUSETTS)
COUNTY OF BARNSTABLE) ss:.

On the 26th day of June, in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared PETER S. NORGEOT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

ROBBIN MARIE KELLEY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 5, 2018

SCHEDULE "A"

CAYUGA PROPERTY:
[SURVEY AND RECORD DESCRIPTION]:
ALL THOSE CERTAIN LOTS, PIECES, OR PARCELS OF LAND SITUATE, LYING AND BEING SOUTHWESTERLY OF LAKE RIDGE ROAD IN THE TOWN OF LANSING, COUNTY OF TOMPKINS, AND STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, AES EASTERN ENERGY, L.P., TMN'S 11-1-3.211 & 11-1-3.212, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE", AS PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, P.C., BINGHAMTON, NEW YORK DATED MAY 10, 2012. (HELS JOB# 12047.01), BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I

(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.4, CURRENTLY PART OF TAX PARCEL 11-1-3.212)

BEGINNING AT A FOUND 5/8 INCH REBAR (CAP DESTROYED) AT THE INTERSECTION OF THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. AND DORIS M. SOVOCOOL ON THE SOUTHWEST WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;

RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

(1) NORTH 42°33'03" EAST, A DISTANCE OF 6.31 FEET TO A POINT;
(2) THENCE NORTH 36°55'09" EAST, A DISTANCE OF 231.35 FEET TO A POINT;
(3) THENCE NORTH 36°58'55" EAST, A DISTANCE OF 148.03 FEET TO A POINT;
(4) THENCE NORTH 45°59'38" EAST, A DISTANCE OF 279.03 FEET TO A POINT;
(5) THENCE NORTH 56°44'31" EAST, A DISTANCE OF 573.26 FEET TO A POINT;
(6) THENCE NORTH 57°53'32" EAST, A DISTANCE OF 481.66 FEET TO A POINT;
(7) THENCE NORTH 56°55'34" EAST, A DISTANCE OF 191.91 FEET TO A POINT;
(8) THENCE NORTH 53°19'29" EAST, A DISTANCE OF 215.01 FEET TO A FOUND 3/4 INCH REBAR;
(9) THENCE NORTH 49°59'32" EAST, A DISTANCE OF 164.68 FEET TO A POINT;
(10) THENCE NORTH 51°24'49" EAST, A DISTANCE OF 302.11 FEET TO A FOUND 3/4 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE NORTHEAST;

THENCE SOUTH 41°09'02" EAST, ALONG THE LAST MENTIONED DIVISION LINE AND PASSING THROUGH A FOUND 3/4 INCH REBAR, A DISTANCE OF 162.59 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE SOUTHEAST;

THENCE SOUTH 50°51'05" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.80 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE EAST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

(1) SOUTH 12°41'50" WEST, A DISTANCE OF 241.39 FEET TO A POINT;
(2) THENCE SOUTH 29°29'34" EAST, A DISTANCE OF 101.18 FEET TO A POINT;
(3) THENCE SOUTH 33°48'57" WEST, A DISTANCE OF 162.71 FEET TO A POINT;
(4) THENCE SOUTH 56°20'40" WEST, A DISTANCE OF 120.23 FEET TO A POINT;
(5) THENCE SOUTH 85°26'00" WEST, A DISTANCE OF 169.68 FEET TO A POINT;
(6) THENCE SOUTH 39°53'52" WEST, A DISTANCE OF 142.33 FEET TO A POINT;
(7) THENCE SOUTH 44°56'59" WEST, A DISTANCE OF 195.26 FEET TO A POINT;
(8) THENCE SOUTH 40°07'15" WEST, A DISTANCE OF 137.66 FEET TO A POINT;

(9) THENCE SOUTH 66°08'22" WEST, A DISTANCE OF 157.66 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE SOUTHEAST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY GLENN A. COBB AND HEATHER E. MILLER ON THE SOUTHEAST, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
(1) SOUTH 50°57'51" WEST, A DISTANCE OF 382.75 FEET TO A POINT;
(2) THENCE SOUTH 24°26'48" WEST, A DISTANCE OF 170.62 FEET TO A POINT;
(3) THENCE SOUTH 52°08'38" WEST, A DISTANCE OF 362.44 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED DIVISION LINE;
THENCE NORTH 35°50'06" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 482.38 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 1,085,028 SQUARE FEET OR 24.9088 ACRES, MORE OR LESS.

PARCEL II
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.5; CURRENTLY PART OF TAX PARCEL 11-1-3.212)
BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTHWEST AT ITS INTERSECTION WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;
RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) NORTH 52°23'08" EAST, A DISTANCE OF 126.26 FEET TO A POINT;
(2) THENCE NORTH 44°53'16" EAST, A DISTANCE OF 174.04 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. AND DORIS M. SOVOCOOL ON THE NORTHEAST;
THENCE SOUTH 35°50'06" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.35 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY PETER F. SOVOCOOL ON THE SOUTHEAST;
THENCE SOUTH 52°08'38" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 280.00 FEET TO A POINT AT ITS INTERSECTION WITH SAID FIRST MENTIONED DIVISION LINE;
THENCE NORTH 38°10'38" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 443.62 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 130,000 SQUARE FEET OR 2.9844 ACRES, MORE OR LESS.

PARCEL III
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 11-1-32; CURRENTLY TAX PARCEL 11-1-3.211 AND PART OF 11-1-3.212)
BEGINNING AT A FOUND 1 1/4 INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD
AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;
RUNNING THENCE SOUTH 85°30'32" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;
THENCE SOUTH 06°42'21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY

AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D., SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH 'MACNEILL" CAP ON THE NORTHEASTERLY ROAD BOUNDARY OF MILLIKEN DRIVE (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;
THENCE SOUTH 87°59'24" WEST, ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;
THENCE SOUTH 02°11'01" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH SAID NORTHWESTERLY ROAD BOUNDARY OF MILLIKEN DRIVE;
THENCE ALONG THE LAST MENTIONED ROAD BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:
(1) SOUTH 73°59'07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;
(2) THENCE SOUTH 68°24'42" WEST, A DISTANCE OF 274.77 FEET TO A POINT;
(3) THENCE SOUTH 61°34'36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;
(4) THENCE SOUTH 58°34'58" WEST, A DISTANCE OF 114.45 FEET TO A POINT;
(5) THENCE SOUTH 56°02'40" WEST, A DISTANCE OF 654.22 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 84°42'07" WEST, A DISTANCE OF 226.88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 04°20'49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE SOUTH 60°35'39" WEST, A DISTANCE OF 276.49 FEET TO A POINT;
(9) THENCE SOUTH 61°12'56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;
(10) THENCE SOUTH 56°20'26" WEST, A DISTANCE OF 167.16 FEET TO A FOUND 5/8 INCH REBAR;
(11) THENCE SOUTH 51°24'49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;
(12) THENCE SOUTH 49°59'32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;
(13) THENCE SOUTH 53°20'04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;
(14) THENCE SOUTH 56°55'34" WEST, A DISTANCE OF 189.95 FEET TO A POINT;
(15) THENCE SOUTH 57°53'32" WEST, A DISTANCE OF 481.74 FEET TO A POINT;
(16) THENCE SOUTH 56°44'31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;
(17) THENCE SOUTH 45°59'38" WEST, A DISTANCE OF 287.59 FEET TO A POINT;
(18) THENCE SOUTH 36°58'55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;
(19) THENCE SOUTH 36°55'09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;
(20) THENCE SOUTH 42°33'03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;
(21) THENCE SOUTH 44°53'16" WEST, A DISTANCE OF 170.82 FEET TO A POINT;
(22) THENCE SOUTH 52°23'08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;
(23) THENCE SOUTH 38°31'17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;
THENCE SOUTH 51°54'52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC. ON THE SOUTHWEST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST, THE FOLLOWING SIX (6)

Section 3, Item c.

COURSES AND DISTANCES:
(1) NORTH 38°31'19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;
(2) THENCE NORTH 51°28'43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;
(3) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;
(4) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;
(5) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING EASTERLY SHORELINE OF CAYUGA LAKE;
THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS,
DEFINED BY THE FOLLOWING FOUR (4) CHORDS AND DISTANCES:
(1) NORTH 31°20'00" WEST, A DISTANCE OF 1,030.76 FEET TO A POINT;
(2) THENCE NORTH 12°06'25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;
(3) THENCE NORTH 18°16'16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;
(4) THENCE NORTH 12°11'02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
(1) SOUTH 89°53'55" EAST, A DISTANCE OF 341.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE SOUTH 82°57'21" EAST, A DISTANCE OF 2,100.00 FEET TO A POINT;
(3) THENCE NORTH 10°27'25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 79°32'39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(5) THENCE NORTH 85°27'44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;
(6) THENCE NORTH 87°42'52" EAST, A DISTANCE OF 398.52 FEET TO A POINT;
(7) THENCE NORTH 87°57'59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;
THENCE NORTH 01°20'08" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE NORTH 88°13'10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;
THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) SOUTH 22°47'17" EAST, A DISTANCE OF 730.30 FEET TO A POINT;
(2) THENCE SOUTH 23°03'52" EAST, A DISTANCE OF 903.69 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 17,802,087 SQUARE FEET OR 408.6797 ACRES, MORE OR LESS.
TOGETHER WITH THE BENEFITS OF AND SUBJECT TO THE BURDENS CONTAINED IN THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) DATED AS OF 5/1/1999 MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L.P., AND RECORDED ON 5/20/1999 IN LIBER 847 CP 46.
EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL III, THE SUBSTATION PARCEL AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTERLINE OF MILLIKEN ROAD, SAID POINT BEING 4,130 FEET SOUTHWESTERLY MEASURED ALONG SAID CENTERLINE FROM A POINT AT ITS INTERSECTION WITH THE CENTERLINE OF RELOCATED MILLIKEN ROAD;

RUNNING THENCE NORTH 08°06'12" WEST, THROUGH THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P., A DISTANCE OF 1,036.40 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC AND GAS CORPORATION ON THE EAST, SAID 5/8 INCH REBAR ALSO BEING THE POINT OR PLACE OF BEGINNING;
THENCE FROM SAID POINT OR PLACE OF BEGINNING, ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:
(1) NORTH 18°27'27" WEST, A DISTANCE OF 120.43 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE NORTH 71°32'33" EAST, A DISTANCE OF 24.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(3) THENCE NORTH 19°00'30" EAST, A DISTANCE OF 50.72 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 71°38'14" EAST, A DISTANCE OF 124.62 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(5) THENCE NORTH 34°08'45" EAST, A DISTANCE OF 34.78 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 18°12'56" WEST, A DISTANCE OF 62.67 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 71°56'47" WEST, A DISTANCE OF 38.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE NORTH 18°10'09" WEST, A DISTANCE OF 121.12 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(9) THENCE NORTH 72°11'11" EAST, A DISTANCE OF 48.83 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(10) THENCE NORTH 18°30'01" WEST, A DISTANCE OF 60.86 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(11) THENCE NORTH 71°56'43" EAST, A DISTANCE OF 251.15 FEET TO A POINT;
(12) THENCE SOUTH 18°09'51" EAST, A DISTANCE OF 357.80 FEET TO A POINT;
(13) THENCE SOUTH 71°49'49" WEST, A DISTANCE OF 244.57 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(14) THENCE SOUTH 18°04'07" EAST, A DISTANCE OF 68.93 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(15) THENCE SOUTH 71°52'26" WEST, A DISTANCE OF 222.67 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE "B"

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	**Chapter 11**
AES EASTERN ENERGY, L.P., *et al.*,[1]	:	**Case No. 11– 14138 (KJC)**
Debtors.	:	**Jointly Administered**
	:	**Re: D.I. 74**

ORDER AUTHORIZING ENTRY OF AN ORDER APPROVING (A) SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, AND (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS TO SUCCESSFUL BIDDER(S)

Upon the Motion, dated January 11, 2012 (the "***Motion***"), of AES Eastern Energy, L.P. and its above-captioned debtor affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), for an order pursuant to sections 105, 363(b), (f), (k) and (m), and 365 of title 11 of the United States Code (the "***Bankruptcy Code***") and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") Authorizing the Entry of (I) An Order Approving (A) Bidding Procedures, (B) Form And Manner of Notice of Sale, and (C) Procedures for Determining Cure Amounts, and (II) An Order Authorizing (A) Sale of Assets Free and Clear Of All Liens, Claims, Encumbrances, and Other Interests, and (B) Assumption and Assignment of Executory Contracts to Successful Bidder(s); all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: AES New York Surety, L.L.C. (8629); AES New York Holdings, L.L.C. (N/A); AES NY, L.L.C. (1039); AES NY2, L.L.C. (0091); AES NY3, L.L.C. (N/A); AES Creative Resources, L.P. (0087); AES Jennison, L.L.C. (N/A); AES Hickling, L.L.C. (N/A); AES Eastern Energy, L.P. (0088); AES Somerset, L.L.C. (3850); AES Cayuga, L.L.C. (3841); AEE2, L.L.C.(N/A); AES Greenidge, L.L.C. (3847); and AES Westover, L.L.C. (3851). The Debtors' principal offices are located at 130 East Seneca Street, Suite 505, Ithaca, New York 14850.

requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the District of Delaware (the "***U.S. Trustee***"), (ii) Kramer, Levin, Naftalis & Frankel LLP (Attn: Gregory A. Horowitz, Esq. and Robert T. Schmidt, Esq.), counsel to the statutory committee of unsecured creditors appointed pursuant to section 1102 of the Bankruptcy Code (the "***Creditors' Committee***"), (iii) Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281 (Attn: George Davis, Esq. and Michael J. Cohen, Esq.), Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036-8704 (Attn: Keith Wofford, Esq.), and Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, P.O. Box 391 Wilmington, DE 19899 (Attn.: Sean M. Beach, Esq.), co-counsel to Deutsche Bank Trust Company Americas, indenture trustee for the lessor notes and pass-through trustee for the pass-through certificates, (iv) Fulbright & Jaworski, L.L.P., 666 Fifth Avenue, New York, New York 10103-3198 (Attn: David A. Gillespie, Esq. and Mark Tibberts, Esq.), counsel to First Chicago Leasing Corporation and Bankers Commercial Corporation, beneficial owners of certain trusts, (v) Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004-1482 (Attn: Richard Stern, Esq.), counsel to The Bank of Nova Scotia, agent to the prepetition lenders of AES New York Surety, L.L.C., (vi) the Internal Revenue Service, and (vii) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and it appearing that no other or further notice need be provided; and hearings having been held to consider the relief requested in the Motion (the "***Sale Approval Hearings***") on March 28, 2012, April 5, 2012 and April 11, 2012; and the

appearances of all interested parties having been noted in the record of the Sale Approval Hearings, and upon the record of the Sale Approval Hearings; and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.[2]

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

C. This Court has jurisdiction over the Motion, the Purchase Agreement, a copy of which is attached hereto as **Exhibit A**, to be entered into by the Debtors, the Purchaser, the Indenture Trustees, and NewCo in substantially the form attached to the Notice of Filing of Purchase Agreement with Stalking Horse Purchaser on March 15, 2012 (D.I. 291), and the transactions contemplated by the Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334.

[2] All findings of fact and conclusions of law announced by the Court at the Sale Approval Hearings in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement, as applicable.

This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and proceedings is proper in this District and this Court under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

D. The statutory predicates for the relief requested in the Motion and the basis for the approvals and authorizations herein are (i) sections 105, 363, and 365 of the Bankruptcy Code, and (ii) Bankruptcy Rules 2002, 6004, 6006, and 9014.

Final Order

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Consistent with Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and that waiver of any applicable waiting period is appropriate, and expressly directs entry of judgment as set forth herein.

Compliance with Bidding Procedures Order and Settlement Approval Order

F. On December 30, 2011 (the "***Petition Date***"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. Since the Petition Date, the Debtors have continued in possession and management of their business and properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

G. On March 5, 2012, this Court entered the "Order Approving (A) Bidding Procedures, (B) Form and Manner of Notice of Sale, and (C) Procedures For Determining Cure Amounts" (D.I. 268) (the "***Bidding Procedures Order***").

H. On March 5, 2012, this Court also entered the "Order Pursuant to Sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving a Compromise

and Settlement" (D.I. 269) (the "***Settlement Approval Order***"), pursuant to which the Court approved the Settlement Agreement dated March 2, 2012, by and among the Debtors, certain holders of pass-through certificates, the Creditors' Committee, the holders of beneficial interests in certain owner trusts, the agent for the prepetition lenders of AES New York Surety, L.L.C., and certain other major creditor constituencies in these chapter 11 cases (the "***Settlement Agreement***"). The Settlement Agreement is attached as Exhibit 1 to the Settlement Approval Order.

I. As demonstrated by (i) the testimony and other evidence proffered or introduced at the Sale Approval Hearings and (ii) the representations of counsel made on the record at the Sale Approval Hearings, the Debtors have thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in compliance in all respects with the Bidding Procedures, the Bidding Procedures Order and the Settlement Approval Order. All interested persons and entities have been afforded a full, fair and reasonable opportunity to (i) conduct due diligence investigations, (ii) submit bids and to submit higher or otherwise better bids to purchase the Purchased Assets, and (iii) object or be heard with respect to the Motion and the relief granted by this Order. The Bidding Procedures were non-collusive, designed and implemented in good faith, substantially and procedurally fair to all parties, and obtained the highest and best value for the Purchased Assets for the Debtors, their creditors and their estates. In accordance with the Bidding Procedures, the Debtors determined that the bid submitted by the Successful Bidder and memorialized by the Purchase Agreement attached hereto is the Successful Bid (as defined in the Bidding Procedures).

Notice

J. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As evidenced by the affidavits and certificates of service and publication previously filed with the Court, in light of the exigent circumstances of these bankruptcy cases and based on the representations of counsel at the hearing at which the Court heard the portion of the Motion seeking approval of the Bidding Procedures ("***Bidding Procedures Hearing***") and the Sale Approval Hearings, (i) proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions (as defined in the Purchase Agreement), the assumption and assignment of the Assumed Contracts, and the Sale Approval Hearings have been provided in accordance with Bankruptcy Rules 2002(a), 6004(a), 6006(c) and 9014, and all applicable provisions of the Bankruptcy Code and the Local Bankruptcy Rules for the District of Delaware and in compliance with the Bidding Procedures Order; (ii) such notice was good, sufficient, reasonable, and appropriate under the particular circumstances of these chapter 11 cases, and reasonably calculated to reach and apprise all holders of liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or successor or transferee liability, about the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions, the assumption and assignment of the Assumed Contracts, and the Sale Approval Hearings; and (iii) no other or further notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, the Transactions, the assumption and assignment of the Assumed Contracts, the Sale Approval Hearings, or any matters in connection therewith is or shall be required. With respect to entities whose identities are not reasonably ascertainable by the Debtors, publication of the

Sale Notice (as defined in the Motion) in the New York Times on March 9, 2012, was sufficient and reasonably calculated under the circumstances to reach such entities.

Corporate Authority

K. Each Debtor (i) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby to effectuate the Transactions, (ii) has all of the necessary corporate power and authority to consummate the Transactions, (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby, and (iv) subject to entry of this Order, needs no consents or approvals, other than those expressly set forth in the Purchase Agreement or the Settlement Agreement or otherwise required by applicable non-bankruptcy law, to consummate the transactions contemplated thereby.

Good Faith

L. The Indenture Trustees (acting solely at the direction of the Certificate Holders) and NewCo (collectively, "***Purchaser***") are purchasing the Purchased Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision and any other applicable or similar bankruptcy and nonbankruptcy law. The Purchaser, the Certificate Holders, the Indenture Trustees, NewCo, and their respective affiliates, present and contemplated members or shareholders, agents, officials, personnel, representatives, attorneys, and advisors (together, the "***Purchaser Entities***") have at all times acted in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchase Agreement, the Settlement Agreement, and the Transactions were negotiated, proposed and have or will be entered into by the Sellers, the Purchaser, and the Purchaser Entities without collusion, in good faith and from arm's-length

bargaining positions. Neither the Sellers, the Purchaser, nor the Purchaser Entities engaged in any conduct that would cause or permit the avoidance of the Transactions or the Purchase Agreement, or the imposition of costs, fees, expenses, damages, or injunctive or other relief under section 363(n) of the Bankruptcy Code. Neither the Purchaser nor any of the Purchaser Entities is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

Business Justification

M. The Debtors have demonstrated good, sufficient and sound business reasons and compelling circumstances to enter into the Purchase Agreement and to consummate the transactions contemplated thereby, including, without limitation, selling the Purchased Assets, and assuming and assigning the Assumed Contracts under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate and reasonable exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and creditors, and other parties in interest. Such business reasons include, but are not limited to, the facts that (i) the Transactions are the only viable alternative to liquidation available to the Debtors, (ii) the Purchase Agreement and the terms thereof constitute the highest and best offer for the Purchased Assets and provide fair and reasonable consideration for the Purchased Assets, (iii) no other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors or their estates than the Purchaser, (iv) the Transactions pursuant to the terms of the Purchase Agreement will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' businesses, (v) the consideration to be provided by the Purchaser under the Purchase Agreement exceeds the liquidation value of the Purchased Assets, and (vi) unless the Transactions are concluded

expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, the Debtors' ability to avoid administrative insolvency may be significantly impaired and recoveries to creditors may be diminished. The Debtors' determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

N. The terms and conditions of the Purchase Agreement, including the consideration to be realized by the Debtors pursuant to the Purchase Agreement, are fair and reasonable. Approval of the Motion, the Purchase Agreement, and the consummation of the transactions contemplated thereby, including, without limitation, the Transactions, and assuming and assigning the Assumed Contracts, is in the best interests of the Debtors, their estates and creditors, and other parties in interest.

No Fraudulent Transfer

O. The consideration provided by the Purchaser for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors and estates than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration within the meaning of the Bankruptcy Code and any other applicable laws.

P. The Purchaser is not a mere continuation of the Debtors or their estates, there is no continuity or common identity between the Purchaser and any of the Debtors, and there is no continuity of enterprise between the Purchaser and any of the Debtors. The Purchaser is not holding itself out to the public as a continuation of any of the Debtors. The Purchaser is

not a successor to any of the Debtors or their estates and the Transaction does not amount to a consolidation, merger or de facto merger of the Purchaser with or into any of the Debtors.

Q. The sale of the Purchased Assets to the Purchaser is not being undertaken for the purpose of escaping liability for any of the Debtors' debts or hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, or any state, territory, or possession thereof or located therein, or the District of Columbia.

Free and Clear

R. Except as provided for in the Purchase Agreement, the transfer of the Purchased Assets to NewCo will be a legal, valid, and effective transfer of the Purchased Assets and, except for the Assumed Liabilities, will vest NewCo with all right, title, and interest of the Sellers to the Purchased Assets free and clear of liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including, without limitation, rights or claims (for purposes of this Order, the term "claim" shall have the meaning ascribed to such term in section 101(5) of the Bankruptcy Code) based on any taxes or any theory at law, in equity or otherwise of successor or transferee liability, including, but not limited to (i) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Sellers' or NewCo's interest in the Purchased Assets, or any similar rights and (ii) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership and (b) all claims arising in any way in connection with any agreements, acts, or failures to act, of any of the Sellers or any of the

Sellers' predecessors or affiliates, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, claims otherwise arising under federal or state tax laws or doctrines of successor or transferee liability.

S. The Sellers may sell the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including rights or claims based on any theory of successor or transferee liability at law, in equity, or otherwise, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise, and (ii) non-Debtor parties to the Designated Contracts or Assumed Contracts who did not object, or who withdrew their objections, to the Transactions or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of liens, claims, interests, and encumbrances, and (ii) non-Debtor parties to the Designated Contracts or Assumed Contracts who did object, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and, to the extent they have valid and enforceable liens or encumbrances, are adequately protected by having such liens or encumbrances, if any, attach to the proceeds of the Transactions ultimately attributable to the property against or in which they assert a lien or encumbrance. To the extent liens or encumbrances secure liabilities that are Assumed Liabilities under this Order and the Purchase Agreement, no such liens or encumbrances shall attach to the proceeds of the Transactions.

T. The Purchaser will not enter into the Purchase Agreement and will not consummate the Transactions (i) if the sale of the Purchased Assets is not free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions), including without limitation, rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise, or (ii) if the Purchaser would, or in the future could, be liable for any such liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or any theory of successor or transferee liability at law, in equity, or otherwise (collectively, the "***Retained Liabilities***"), other than, in each case, the Assumed Liabilities and the Permitted Exceptions. The Purchaser will not consummate the Transactions unless this Court expressly orders that none of the Purchaser or the Purchaser Entities will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests, including rights or claims based on any taxes or successor or transferee liability or Retained Liabilities, other than as expressly provided herein or in agreements made by the Debtors and/or the Purchaser on the record at the Sale Approval Hearings or in the Purchase Agreement.

U. Not selling the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions), including, without limitation, rights or claims based on any taxes, any theory or doctrine of successor or transferee liability, or Retained Liabilities, would adversely impact the Debtors' efforts to maximize the value of their estates, and the sale of the Purchased Assets other than one free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever would be of substantially less benefit to the

Debtors' estates. Accordingly, all persons having liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and the Permitted Exceptions) against or in any of the Debtors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such rights or claims against the Purchaser, the Purchaser Entities, or the Purchased Assets.

V. Except as set forth in the Purchase Agreement, none of the Purchaser, the Purchaser Entities, or the Purchased Assets will have any liability or responsibility whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any obligations, liens, claims, encumbrances, and other interests relating to or arising under any U.S. federal, state and local tax liabilities that the Debtors have incurred or will incur in connection with a sale of the Purchased Assets in the Transaction or any federal or state law with respect to any employee or former employee of the Debtors arising from or with respect to their termination from employment, the form, timing, or adequacy of notice they received with respect to the termination of their employment with any of the Debtors, or the lack thereof, whether under State or Federal WARN Act, or any of the Seller Benefit Plans, including without limitation, for any and all claims under any provision of the Employee Retirement Income Security Act of 1974 ("***ERISA***"), including Title IV of ERISA, or under any other statute, regulation or common law principle, whether such liability or claim arose prior to the Closing Date or arises on or after the Closing Date.

Validity of Transfer

W. The consummation of the transactions contemplated by the Purchase Agreement, including assuming and assigning the Assumed Contracts to NewCo, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including,

without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement.

X. Pursuant to the terms of the Settlement Agreement, the Settlement Agreement shall, effective on the closing date of the Sale Transaction, pursuant to an order of the Bankruptcy Court, vest in AEE all right, title, interest and privilege required in order for AEE to convey title to the assets comprising the Facilities to NewCo free and clear of all liens, claims and encumbrances pursuant to the terms of the Asset Purchase Agreement.

Y. Pursuant to the Bidding Procedures Order and the Settlement Approval Order, this Court has previously authorized the Indenture Trustees to credit bid all or a portion of the Secured Claim (as defined in the Settlement Approval Order) and held such bid to be, for all purposes related to the Bidding Procedures, a Qualified Bid (as defined in the Bidding Procedures Order).

Assumed Contracts

Z. The assumption and assignment of the Assumed Contracts to NewCo, free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), pursuant to the terms of this Order is integral to the Transactions and is in the best interests of the Debtors, their estates and creditors, and other parties in interest, and represents a reasonable exercise of the Debtors' sound and prudent business judgment.

AA. Pursuant to the terms of the Purchase Agreement, on or before the Closing Date, NewCo shall have, except as otherwise expressly agreed to between NewCo and such counterparty: (i) cured, or provided adequate assurance of cure of, any monetary default existing

as of and including the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation, or adequate assurance of compensation, to any party for actual pecuniary loss to such party resulting from a monetary default existing as of and including the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (iii) provided adequate assurance of its future performance under the Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

BB. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the Transactions occur within the time constraints set forth in the Motion, the Bidding Procedures Order, and the Purchase Agreement. Time is of the essence in consummating the Transactions. Accordingly, there is cause to waive the stay contemplated by Bankruptcy Rules 6004 and 6006.

CC. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the approval and consummation of the Transactions prior to, and outside of, a chapter 11 plan and for the immediate approval of the Purchase Agreement and the Transactions because, among other things, the Debtors' estates will suffer immediate and irreparable harm if the relief requested in the Motion is not granted on an expedited basis. The Transactions pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors and therefore, does not constitute a sub rosa plan.

DD. Given all of the circumstances of these cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the consummation of the transactions

contemplated by the Purchase Agreement, including, without limitation, assuming and assigning the Assumed Contracts, constitutes a reasonable and sound exercise of the Debtors' business judgment.

EE. The Purchaser and the Purchaser Entities shall have no obligation with respect to any liabilities of the Debtors other than the Assumed Liabilities and its obligations under the Purchase Agreement. For the avoidance of doubt, the Indenture Trustees shall have no obligation with respect to any liabilities of the Debtors including the Assumed Liabilities.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement and the consummation of the transactions contemplated thereby, including, without limitation, the Transactions and the assumption and assignment of the Assumed Contracts, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice.

3. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Settlement Approval Order are incorporated herein by reference.

Approval of the Purchase Agreement

4. The Purchase Agreement, all ancillary documents, all transactions contemplated thereby, including, without limitation, the Transactions, and the assumption and assignment of the Assumed Contracts, the provision of a credit bid of the Secured Claim (as

defined in the Settlement Approval Order) as a form of Purchase Price consideration and the effectuation of such credit bid by the Indenture Trustee (as directed by the Requisite Certificate Holders), and all the terms and conditions thereof, are approved. If there is any conflict between the Purchase Agreement, the Bidding Procedures Order, and the Settlement Approval Order and this Order, this Order shall control.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under, and comply with the terms of, the Purchase Agreement and consummate the transactions contemplated thereby, including, without limitation, the Transactions, and the assumption and assignment of the Assumed Contracts, pursuant to, and in accordance with, the terms and provisions of the Purchase Agreement and this Order.

6. Upon execution of the Purchase Agreement, the Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Purchase Agreement, together with all additional instruments and documents that the Sellers or the Purchaser deem necessary or appropriate to implement the Purchase Agreement and effectuate the transactions contemplated thereby, which documents are in a form and manner reasonably acceptable to the Debtors and NewCo, including, without limitation, the Transactions and the assumption and assignment of the Assumed Contracts, and to take all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to NewCo or reducing to possession the Purchased Assets or as may be necessary or appropriate to the performance of any other obligations as contemplated by the Purchase Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to

NewCo, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Purchase Agreement, without any further corporate action or orders of this Court. The Purchaser shall have no obligation to proceed with Closing unless and until all conditions precedent to its obligations to do so set forth in the Purchase Agreement have been met, satisfied or waived, it being understood and agreed among NewCo and the Debtors that this Order and the effectiveness of the Purchase Agreement shall be subject to the schedules to the Purchase Agreement being in form and substance reasonably acceptable to NewCo.

7. The Debtors, the Purchaser, and the Purchaser Entities, are authorized and empowered, subject to the terms and conditions contained in the Purchase Agreement or the Settlement Agreement, as applicable, to (i) carry out all of the provisions of the Purchase Agreement, the Settlement Agreement, and any related agreements, (ii) issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Purchase Agreement and any related agreement or the Necessary Documents (as defined in the Settlement Agreement); (iii) take any and all actions contemplated by the Purchase Agreement, the Settlement Agreement, any related agreements, or this Sale Order; and (iv) issue, execute, deliver, file, and record, as appropriate, the Necessary Documents or such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate the Purchase Agreement, the Settlement Agreement, any related agreements and this Sale Order, and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers,

employees, members, agents, representatives, and attorneys, and with like effect as if such action had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. In this regard, the Debtors, the Purchaser Entities and other parties to the Lease Documents (as such term is defined in the motion to approve the Settlement Agreement), are hereby authorized and empowered to take such steps as are practical or advisable to transfer title to certain of the Purchased Assets directly from the Owner Trusts to NewCo in furtherance of the Settlement Agreement and with all of the protections of this Order. The appropriate representatives, directors, or employees of the Debtors shall be, and hereby is, authorized to certify or attest to the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors (or, consistent with the Purchase Agreement, the Purchaser and the Purchaser Entities, or any person or entity having duties or responsibilities under the Settlement Agreement) are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental unit any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreement, the Settlement Agreement, any related agreements and this Sale Order, including the Necessary Documents, amended and restated certificates or articles of incorporation and by-laws or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors or Purchaser may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without the limiting the generality of the foregoing, this Sale Order shall

constitute all approvals and consents, if any, required by the corporation law of the State of Delaware, including the Delaware Limited Partnership Act, Delaware Limited Liability Company Act, and all other applicable business corporation, trust, and other laws of the applicable governmental unit with respect to the implementation and consummation of the Purchase Agreement, the Settlement Agreement, any related agreement and this Sale Order, and the transactions contemplated thereby and hereby.

8. This Order, the Delaware Limited Partnership Act, and the Delaware Limited Liability Company Act shall be binding in all respects upon the Debtors, their affiliates, all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders of liens, claims, encumbrances, or other interests of any kind whatsoever, including rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, all non-Debtor parties to the Assumed Contracts, the Purchaser and all Purchaser Entities, each Seller and their affiliates and subsidiaries, the Purchased Assets, all interested parties, their successors and assigns, and any trustees appointed in the Debtors' chapter 11 cases or upon a conversion of any of such cases to cases under chapter 7 of the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any plan confirmed in any of the Debtors' bankruptcy cases, the order confirming any such plan, any order converting any of the Debtors' bankruptcy cases to cases under chapter 7 of the Bankruptcy Code, or any order dismissing any of the Debtors' bankruptcy cases shall conflict with or derogate from the provisions of the Purchase Agreement or this Order.

Transfer of the Purchased Assets Free and Clear

9. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to NewCo in accordance with the

Purchase Agreement, and, upon the Closing Date, (i) shall be free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and Permitted Exceptions), including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, and (ii) all such liens, claims, encumbrances, and other interests (other than Assumed Liabilities and Permitted Exceptions), including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, shall attach to the net proceeds of the Transactions in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses any of the Sellers or any other party in interest may possess with respect thereto. Neither the purchase of the Purchased Assets by the Purchaser nor the fact that the Purchaser may have used or contracted with the Sellers regarding any of the Purchased Assets will cause the Purchaser to be deemed a successor in any respect to the Debtors' business or any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment (including, but not limited to, State or Federal WARN Act), environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. Without limiting the foregoing, the Purchaser is not liable as a successor (i) under the Purchase Agreement or (ii) under any other basis for any liabilities or responsibility with respect to any of the Seller Benefit Plans, including without limitation, for any and all claims under any provision of ERISA, including Title IV of ERISA, or under any other statute, regulation or common law

principle, whether such liability or claim arose prior to the Closing Date or arises on or after the Closing Date.

10. Except as expressly permitted or otherwise specifically provided by the Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise, against or in any of the Sellers or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Sellers, the Purchased Assets, the operation of the Purchased Assets prior to the Closing Date, the Transactions, or the negotiation, preparation, execution, delivery of the Purchase Agreement are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, the Purchaser Entities, or the Purchased Assets, such persons' or entities' liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability. For the avoidance of doubt, no aspect of the Transactions, including, without limitation, the sale, transfer, conveyance, assignment and delivery of the Purchased Assets and Assumed Liabilities to NewCo does not and will not subject the Indenture Trustees or the Pass Through Trustees (acting solely at the direction of certain Certificate Holders), or any of their affiliates, subsidiaries, officers, directors, principals, agents, employees, financial advisors, attorneys, accountants, consultants, representatives or members (in their respective capacities as such), or

any of their respective successors or assigns, to any liability whatsoever with respect to the operation of NewCo, the Purchased Assets or the Assumed Liabilities and/or any liability of the Debtors arising under or relating to each of the foregoing, in each case, whether prior to or following the Closing Date.

11. This Order (i) shall be effective as a determination that, as of the Closing Date, (a) no liens, claims, encumbrances, or other interests of any kind or nature (other than Assumed Liabilities and the Permitted Exceptions) will be assertable against the Purchaser, the Purchaser Entities, or any of their respective assets (including the Purchased Assets); (b) the Purchased Assets shall have been transferred to the Purchaser (or one or more of its Subsidiaries) free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions); and (c) the conveyances described herein have been effected; and (ii) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental units or departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

12. The transfer of the Purchased Assets to NewCo (or one or more of its Subsidiaries) pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer

of the Purchased Assets and shall vest NewCo (and/or its designated Subsidiaries) with all right, title, and interest in and to the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any taxes or any theory or doctrine of successor or transferee liability at law, in equity, or otherwise (other than the Assumed Liabilities and the Permitted Exceptions), to the fullest extent permitted by section 363(f) of the Bankruptcy Code.

13. On the Closing Date of the Transactions, each of the Sellers' creditors and any other holder of a lien, claim, encumbrance, or other interest of any kind or nature whatsoever in, on or against the Sellers or the Purchaser Assets (other than Assumed Liabilities and the Permitted Exceptions) is authorized and directed to execute such documents and take all other actions as may be necessary to release its lien, claim, encumbrance, or other interest in, on or against the Sellers or the Purchased Assets, if any, as such lien, claim, encumbrance, or other interest may have been recorded or may otherwise exist. For the avoidance of doubt, nothing in this paragraph 13 shall (i) prejudice (a) the Certificate Holders' rights with respect to the Purchaser or (b) the Residual Claim (as defined in the Settlement Approval Order) held by the Indenture Trustees against any of the Debtors, or (ii) constitute an admission by any Seller that any such lien, claim, encumbrance or other interest is valid and enforceable.

14. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing a lien, claim, encumbrance, or other interest (other than Assumed Liabilities and the Permitted Exceptions) shall not have delivered to the Sellers prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, or other interests (other than Assumed Liabilities and the

Permitted Exceptions), which the person or entity has with respect to any of the Sellers or the Purchased Assets or otherwise, then (a) upon execution of the Purchase Agreement the Sellers are authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the applicable Sellers or the Purchased Assets, and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions).

15. All persons or entities in possession of any of the Purchased Assets are directed to surrender possession of such Purchased Assets to NewCo (or its respective designees) on or after the Closing Date of the Transaction.

16. Following the Closing Date of the Transaction, no holder of any lien, claim, encumbrance, or other interest of any kind or nature whatsoever (other than Assumed Liabilities and the Permitted Exceptions) shall interfere with NewCo's (or its designee's) title to, or use and enjoyment of, the Purchased Assets based on, or related to, any such lien, claim, encumbrance, or other interest, or based on any actions the Debtors may take in their bankruptcy cases.

17. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to NewCo (or one or more of its Subsidiaries) in accordance with the Purchase Agreement and this Order; provided, however, that (a) the foregoing restriction shall not prevent any person or entity from appealing this Order or opposing any appeal of this Order, and (b) notwithstanding the foregoing or any other provision of this Order, this Order is without prejudice to the rights of any

person or entity to participate in any regulatory proceedings relating to approval of the Transactions.

18. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets sold, transferred, or conveyed to NewCo (or one or more of its Subsidiaries) on account of the filing or pendency of these chapter 11 cases or the consummation of the Transaction contemplated by the Purchase Agreement.

19. Notwithstanding any other provision in the Purchase Agreement or this Order, no disposition of control over the facilities subject to the jurisdiction of the Federal Energy Regulatory Commission ("***FERC***") or the New York Public Service Commission ("***NYPSC***") shall take place prior to the issuance of all regulatory approval(s) required for such disposition by FERC pursuant to the Federal Power Act, as amended, 16 U.S.C. § 824b (2006), and the rules and regulations promulgated thereunder, 18 C.F.R. Pt. 33 (2011), and by NYPSC pursuant to section 70 of the New York State Public Service Law.

Assumption and Assignment of the Assumed Contracts

20. Except as otherwise expressly provided in the Agreement or this Order, upon the Closing Date, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, the Debtors are authorized to (a) assume each of the Assumed Contracts and assign the Assumed Contracts to the Purchaser free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser (or one or more of its Subsidiaries).

21. The Permitted Exceptions include all easements encumbering or benefiting the Facilities that are of record as of the date hereof and that run with the Seller Properties, including, without limitation, the reciprocal easement(s) with NYSEG. For the avoidance of doubt, the conveyance of the Purchased Assets subject to such easements shall not result in the assumption under Section 365 of the Bankruptcy Code of any agreements referenced in such easements or liabilities under such referenced agreements, including, without limitation, (A) the existing interconnection agreement related to the Facilities between NYSEG and AES NY, L.L.C. dated as of August 3, 1998 (as amended, supplemented or modified from time to time) or (B) the asset purchase agreement dated as of August 3, 1998 between AES NY, L.L.C. and the NYSEG and its affiliate, NGE Generation, Inc. or any obligations outside the scope of the easements under the foregoing agreements set forth in the immediately preceding clauses (A) and (B).

22. The amounts, if any, determined by the Debtors, or in the event of a dispute, as determined by Final Order of this Court, to be necessary to be paid upon assumption of the Assumed Contracts (the "***Cure Amounts***"), to be set forth on in a Final Notice of

Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Assets, to be filed with this Court no later than three business days prior to the Closing Date, are the sole amounts necessary to be paid upon assumption of the Assumed Contracts under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code and the payment of the applicable Cure Amounts (if any) by NewCo. Upon the payment of the Cure Amounts, if any, and the cure of all defaults, required to be cured under sections 365(b)(1)(A) and (B) and 365(f)(2)(A), to the extent required by a Final Order of this court if not resolved by the parties, the Assumed Contracts will remain in full force and effect, and no default shall exist under the Assumed Contracts nor shall there exist any event or condition, which, with the passage of time or giving of notice, or both, would constitute such a default. The Cure Amounts shall not be subject to further dispute or audit, including any based on performance prior to the Closing Date, irrespective of whether such Assumed Contract contains an audit clause. After the payment of the Cure Amounts by NewCo and the Debtors, and the cure by NewCo and the Debtors of all defaults, required to be cured under sections 365(b)(1)(A) and (B) and 365(f)(2)(A), as may be required by the Court in a Final Order, neither the Debtors nor NewCo (nor any of its designees) shall have any further liabilities to the counterparties to the Assumed Contracts other than the Purchaser's (or its designee's) obligations under the Assumed Contracts in the ordinary course of business following the Closing Date that accrue and become due and payable on or after the Closing Date.

23. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allow the party to such Assumed Contract, upon the assignment of such Assumed Contract, to terminate, recapture, or modify any term or condition

or impose any penalty or condition on renewal or extension of any such term or condition, shall constitute an unenforceable anti-assignment provision that is void and of no force and effect.

24. Each Assumed Contract constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code and all requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser (or any of its designees) of the Assumed Contracts have been satisfied. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, (i) NewCo (or any of its designees) shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Contracts, (ii) NewCo (or any of its designees) shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts, and (iii) the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

25. The Purchaser has provided, or will have provided prior to Closing, adequate assurance of future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

26. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser (or any of its designees) or the Debtors as a result of the assumption, assignment and sale of the Assumed Contracts. The validity of the assumption, assignment and sale to NewCo (or any of its designees) shall not be affected by any dispute between any of the Debtors or their affiliates and another party to an Assumed Contract regarding the payment of any amount, including any Cure Amount under the Bankruptcy Code. Upon assignment to NewCo (or any of its designees), the Assumed Contracts shall be valid and

binding, in full force and effect and enforceable by NewCo in accordance with their respective terms.

27. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors, the Purchaser, or the Purchaser Entities, any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of and including the Closing Date under the Purchase Agreement or arising by reason of the closing of the Transaction. Any party that may have had the right to consent to the assignment of an Assumed Contract is deemed to have consented to such assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code and otherwise if such party failed to object to the assumption and assignment of such Assumed Contract.

Regulatory and Environmental Protection

28. Nothing in this Sale Order or the Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit under police or regulatory statutes or regulations to which any entity would be subject as the owner or operator of property after the date of this Sale Order. Nothing in this Sale Order or the Purchase Agreement authorizes transfer to the Purchaser of any governmental licenses, permits, or other governmental authorizations and approvals without the Purchaser's compliance with all applicable requirements under applicable non-bankruptcy law governing such transfers.

Related Relief

29. Except for the Assumed Liabilities expressly set forth in the Purchase Agreement, none of the Purchaser or the Purchaser Entities shall have any liability for any claim,

liability, lien, encumbrances, obligations, or other interests of any kind or nature that may be asserted, imposed, or exist against the Debtors or Sellers or any of their predecessors or affiliate or any of the foregoing arising under or related to the Purchased Assets. The Purchaser shall not be deemed, as a result of any action taken in connection with the Purchase Agreement or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets, to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors; (ii) have, de facto or otherwise, merged with or into the Debtors; or (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors. Without limiting the foregoing, the Purchaser and the Purchaser Entities shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, but not limited to, under any doctrine or theory of successor or transferee liability, de facto merger or continuity, environmental, tax, labor and employment, and products or antitrust liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted, or unasserted, fixed or contingent, liquidated or unliquidated, with respect to the Purchased Assets, the Sellers or any obligations of the Sellers arising prior to the Closing Date.

30. Effective upon the Closing Date and except as may be otherwise provided by stipulation filed with or announced to the Court with respect to a specific matter or an order of the Court, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, the Purchaser Entities, or the Purchased Assets, with respect to any (i) claim against the Debtors other than Assumed Liabilities, or (ii) taxes or successor or transferee liability of the Purchaser for any of

the Debtors, including, without limitation, the following actions: (a) commencing or continuing any action or other proceeding pending or threatened against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (c) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance against the Debtors as against the Purchaser, the Purchaser Entities, or the Purchased Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind for any obligation of any of the Debtors as against any obligation due the Purchaser, the Purchaser Entities, or the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such assets.

31. None of the Purchaser, the Purchaser Entities, or the Purchased Assets, shall have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any liens, claims, encumbrances, and other interests relating to any U.S. federal, state and local tax liabilities that the Debtors incur in connection with a sale of the Purchased Assets in the Transactions, except as provided for the in the Purchase Agreement or Settlement Approval Order. The Purchased Assets are conveyed to NewCo pursuant to the "federal bankruptcy act" within the meaning of Section 1405(b)(8) of the New York Tax Law.

32. The Purchaser has given fair and substantial consideration under the Purchase Agreement for the benefit of the holders of liens, claims, encumbrances, or other interests of any kind or nature whatsoever. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is greater than the liquidation value of the Purchased Assets and shall be deemed to constitute reasonably equivalent value and fair consideration as those terms are defined under the Bankruptcy Code and under the laws of the United States, or any state, territory, or possession thereof or located therein, or the District of Columbia.

33. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and was offered and accepted by the Sellers without collusion of any kind, and the Transactions may not be avoided or give rise to damages or the award of other relief under section 363(n) of the Bankruptcy Code.

34. This Order (a) shall be effective as a determination that, except for the Assumed Liabilities, on the Closing Date, all liens, claims, encumbrances, and other interests of any kind or nature whatsoever existing as to the Sellers with respect to the Purchased Assets are deemed unconditionally released and terminated except to the extent they attach to the proceeds of the sale by option of law or this Order, and that the conveyances by the Sellers of the Purchased Assets described in this Order have been effected, and (b) shall be binding upon and govern the acts of all entities, including, without limitation, the Debtors, the Purchaser, the Purchaser Entities, and their respective successors, affiliates, and permitted assigns (including, without limitation, any chapter 11 trustee hereinafter appointed for any of the Debtors' estates or any trustee appointed in a chapter 7 case if any of these cases are converted from chapter 11), all creditors of the Debtors (whether known or unknown), all filing agents, filing officers, title

agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental units and departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets. Nothing contained in any chapter 11 plan confirmed in the Debtors' chapter 11 cases or the order confirming any such chapter 11 plan shall conflict with, negate or be contrary to or inconsistent with the provisions of the Purchase Agreement or this Order. The provisions of this Order are non-severable and mutually dependent.

35. Each and every federal, state, and local governmental agency, unit or department shall accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

36. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities and other amounts expressly set forth in the Purchase Agreement or this Sale Order, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in Bankruptcy Code sections 101(27) and 101(41)) and all holders of claims, liens, interests or encumbrances based upon or arising out of liabilities retained by the Debtors are hereby prohibited from taking any action against the Purchaser, the Purchaser Entities, or the Purchased Assets in respect to any such claim, lien, interest or encumbrance or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Purchase Agreement or this Sale Order. All persons holding or asserting any interest in the Excluded Assets are hereby prohibited from asserting or

prosecuting a claim, lien, interest, encumbrance or cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets.

37. Any amounts that become payable by any of the Sellers to the Purchaser pursuant to the Purchase Agreement shall (a) constitute administrative expenses of the Debtors' estates under sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code and (b) be paid by the Debtors in the time and manner provided for in the Purchase Agreement without further Court order.

38. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and were negotiated by the parties at arm's length, and, accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of any of the Assumed Contracts), unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Purchased Assets and the Purchaser and its agents, officials, personnel, representatives, and advisors are entitled to all the protections afforded by section 363(m) of the Bankruptcy Code.

39. Subject to further Court order and consistent with the terms of the Purchase Agreement, the Debtors and the Purchaser are authorized to and shall take appropriate measures to maintain and preserve the books, records, and any other documentation, including tapes or other audio or digital recordings and data in, or retrievable from, computers or servers relating to or reflecting the records held by the Debtors or their affiliates relating to the Debtors' business for a period of one (1) year or such longer period as may be required by applicable Law.

40. No law of any state or other jurisdiction relating to bulk sales or similar laws shall apply in any way to the transactions contemplated by the Transactions, the Purchase Agreement, the Motion, and this Order.

41. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

42. NewCo agrees to recognize the International Brotherhood of Electrical Workers, Local 966 and Local 83 as the exclusive collective bargaining representative of all hourly full time and regular part time production, maintenance and clerical employees at the Somerset plant and Cayuga plant, respectively, and NewCo further agrees that prior to Closing it will seek to negotiate amendments to the current collective bargaining agreements in form and substance satisfactory to NewCo, without prejudice to NewCo's rights under Section 10.1(n) of the Purchase Agreement.

43. The terms and provisions of the Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates, and their creditors, the Purchaser, and their respective agents, officials, personnel, representatives, attorneys and advisors.

44. The failure to specifically include any particular provisions of the Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Purchase Agreement and any related agreements be authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order prior to Closing.

45. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in

accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates; provided, further, however, that written notice of any such modification, amendment, or supplement shall provided to counsel to the Creditors' Committee prior to the Closing Date. Any such proposed modification, amendment, or supplement that does have a material adverse effect on the Debtors' estates shall be subject to further order of the Court on appropriate notice.

46. The provisions of this Order are nonseverable and mutually dependent on each other.

47. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

48. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their discretion and without further delay, close the transactions contemplated under the Purchase Agreement and the Settlement Agreement and take any action and perform any act authorized under this Order.

49. Notwithstanding anything to the contrary in either the Purchase Agreement or this Order, NewCo shall pay in cash, at the Closing, the principal amount then outstanding plus all other amounts then owing under the Somerset Railroad Credit Facility, including interest, attorneys' fees and costs, which, as of February 29, 2012, such principal amount and interest is estimated to total approximately $2,390,000 on April 30, 2012 and such attorneys' fees and costs are estimated to total no greater than $225,000 on April 30, 2012;

provided, however, in the event that any of the foregoing estimates are materially understated, then in such event all of the rights of Somerset Railroad Corporation to dispute the excess amounts are preserved and Somerset Railroad Corporation agrees to timely exercise any such rights upon the reasonable request of NewCo; provided, further, however, that Somerset Railroad Corporation shall not be released from any of its obligations under the Somerset Railroad Facility prior to payment in full of all amounts owed under such facility. Until all such obligations are fully satisfied, no liens or any other security interest held by BNP Paribas, in its capacity as agent under the Somerset Railroad Credit Facility, shall be released, discharged or otherwise impaired.

50. If, and only if, the New York Independent System Operator Customer & Guest Application, Form of Service Agreement for New York ISO Market Administration and Control Area Services Tariff, entered into by and between the New York Independent System Operator and AES Eastern Energy, L.P. (the "***NYISO Agreement***"), is assumed and assigned to NewCo, the automatic stay pursuant to section 362 of the Bankruptcy Code shall be lifted, subject to the provisions of the Bankruptcy Code, immediately upon the Closing Date. All amounts withheld by the New York Independent System Operator after the Petition Date shall be promptly returned to the Debtors. In the event the NYISO Agreement is not assumed and assigned to NewCo, all rights of the parties are reserved.

51. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion or the Transactions, the terms of this Order shall govern. Notwithstanding the foregoing, nothing herein shall effect the consent, consultation and other rights of the Creditors' Committee as set forth in the Settlement Agreement, and all such rights are expressly reserved.

52. This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of this Order, the Purchase Agreement, all ancillary documents, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith, in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to NewCo, (b) compel delivery of the Purchase Price or performance of other obligations owed by or to the Debtors, (c) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect the Purchaser against any of the Assumed Liabilities or the assertion of any lien, claim, encumbrance, or other interest, of any kind or nature whatsoever, against the Purchased Assets.

Dated: April 11, 2012
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

AES EASTERN ENERGY, L.P., AND

THE SELLING DEBTORS PARTY HERETO

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS, SOLELY IN ITS CAPACITIES AS PASS THROUGH TRUSTEES AND INDENTURE TRUSTEES

AND

SOMERSET CAYUGA HOLDING COMPANY, INC.

Dated as of April 11, 2012

Exhibit "A" to Sale Order

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 2

Section 1.1 Certain Definitions. 2
Section 1.2 Terms Defined Elsewhere in this Agreement. 15
Section 1.3 Other Definitional and Interpretive Matters. 16

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES 18

Section 2.1 Purchase and Sale of Indenture and Non-Indenture Assets. 18
Section 2.2 Excluded Assets. 22
Section 2.3 Assumption of Liabilities. 23
Section 2.4 Excluded Liabilities. 25
Section 2.5 Determined Cure Costs. 28
Section 2.6 Further Conveyances and Assumptions. 28
Section 2.7 Assignment of Contracts and Rights; Designation Right Contracts. 29
Section 2.8 Bulk Sales Laws. 29
Section 2.9 Receivables. 30
Section 2.10 Relinquishment of Control. 30

ARTICLE III CONSIDERATION 30

Section 3.1 Consideration. 30
Section 3.2 Payment of Purchase Price; Closing Actions. 32
Section 3.3 Purchase Price Allocation. 33
Section 3.4 Adjustment to Purchase Price. 33

ARTICLE IV CLOSING AND TERMINATION 34

Section 4.1 Closing Date. 34
Section 4.2 Deliveries by Sellers. 35
Section 4.3 Deliveries by NewCo and Trustee. 36
Section 4.4 Termination of Agreement. 37
Section 4.5 Procedure Upon Termination. 39
Section 4.6 Effect of Termination. 39

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS 39

Section 5.1 Organization and Good Standing. 39
Section 5.2 Authorization of Agreement. 40
Section 5.3 Conflicts; Consents of Third Parties. 40
Section 5.4 Financial Statements. 41
Section 5.5 No Undisclosed Liabilities. 41
Section 5.6 Title to Purchased Assets. 41
Section 5.7 Absence of Certain Developments. 41
Section 5.8 Taxes. 42
Section 5.9 Real Property. 42

Section 5.10 Tangible Personal Property. 43
Section 5.11 Intellectual Property. 43
Section 5.12 Material Contracts. 44
Section 5.13 Employee Benefits. 46
Section 5.14 Labor. 47
Section 5.15 Litigation. 47
Section 5.16 Compliance with Laws. 47
Section 5.17 Environmental Matters. 48
Section 5.18 Permits. 48
Section 5.19 Financial Advisors. 48
Section 5.20 Insurance. 49
Section 5.21 Transactions with Related Parties. 49
Section 5.22 Capitalization and Ownership of Shares of Somerset Railroad Corporation. 49
Section 5.23 Somerset Railroad Corporation Liabilities 50
Section 5.24 No Other Representations or Warranties. 50

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF NEWCO 50

Section 6.1 Organization and Good Standing. 51
Section 6.2 Authorization of Agreement. 51
Section 6.3 Conflicts; Consents of Third Parties. 51
Section 6.4 Litigation. 52
Section 6.5 Financial Advisors. 52
Section 6.6 Financial Capability. 52
Section 6.7 Condition of the Business. 52

ARTICLE VII BANKRUPTCY COURT MATTERS 52

Section 7.1 Competing Transaction. 52
Section 7.2 Bankruptcy Court Filings. 53
Section 7.3 Assumption of Assigned Contracts. 53

ARTICLE VIII COVENANTS 54

Section 8.1 Access to Information. 54
Section 8.2 Conduct of the Business Pending the Closing. 55
Section 8.3 Consents. 58
Section 8.4 Regulatory Approvals. 59
Section 8.5 Confidentiality. 59
Section 8.6 Preservation of Records. 60
Section 8.7 Publicity. 61
Section 8.8 Transition Services Agreement; Further Assurances. 61
Section 8.9 Damage or Destruction. 62
Section 8.10 Waiver of Certain Claims. 62
Section 8.11 Notification of Certain Matters. 62
Section 8.12 Removal of Marks. 62
Section 8.13 Coal Inventory. 63

ARTICLE IX EMPLOYEES AND EMPLOYEE BENEFITS; TAX MATTERS 63

Section 9.1 Employment. 63
Section 9.2 Employee Benefits. 64
Section 9.3 Tax Matters. 65

ARTICLE X CONDITIONS TO CLOSING 66

Section 10.1 Conditions Precedent to Obligations of NewCo and Trustee. 66
Section 10.2 Conditions Precedent to Obligations of Sellers. 70
Section 10.3 Conditions Precedent to Obligations of Trustee, NewCo and Sellers. 70
Section 10.4 Conditions Precedent to Obligations of Trustee. 71
Section 10.5 Frustration of Closing Conditions. 71

ARTICLE XI NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES 71

Section 11.1 Non-Survival of Representations and Warranties. 71

ARTICLE XII MISCELLANEOUS 72

Section 12.1 Remedies. 72
Section 12.2 Expenses. 72
Section 12.3 Non-Recourse. 72
Section 12.4 Submission to Jurisdiction; Consent to Service of Process. 73
Section 12.5 Waiver of Right to Trial by Jury. 73
Section 12.6 Authorization of Representative of Sellers. 73
Section 12.7 Time of Essence. 74
Section 12.8 Entire Agreement; Amendments and Waivers. 74
Section 12.9 Governing Law. 74
Section 12.10 Notices. 75
Section 12.11 Severability. 77
Section 12.12 Binding Effect; Assignment. 77
Section 12.13 No Third Party Beneficiaries. 77
Section 12.14 Counterparts. 77
Section 12.15 Certain Rights for Trustee. 77

Exhibits

A Purchased Assets Bill of Sale
B Bill of Sale
C Assignment and Assumption Agreement
D Facilities Bill of Sale
E Intentionally Omitted
F AES Side Letter
G Budget

ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT, dated as of April 11, 2012 (this "Agreement"), is made and entered into by and among AES Eastern Energy, L.P., a Delaware limited partnership ("Lead Seller"), each of the Selling Debtors (as defined below, and together with Lead Seller, "Sellers", and each individually a "Seller"), Somerset Cayuga Holding Company, Inc., a Delaware corporation ("NewCo"), and Deutsche Bank Trust Company Americas, solely in its capacities as Pass Through Trustees and Indenture Trustees (each as defined in the Pass Through Agreements (as defined below)) on behalf of the Certificate Holders (as defined below) ("Trustee"). Sellers, NewCo and Trustee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, on December 30, 2011 (the "Petition Date"), the Selling Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are currently pending before the Honorable Kevin J. Carey and jointly administered under Case No. 11-14138 (KJC) (collectively, the "Chapter 11 Cases");

WHEREAS, Sellers are debtors-in-possession under the Bankruptcy Code and manage their respective properties pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Sellers are currently engaged in the Business (as defined below) and operate the facilities identified on Exhibit A to the Indentures (each, a "Facility" and, collectively, the "Facilities");

WHEREAS, Trustee, on behalf of the Certificate Holders (as defined below), and at the direction of the Requisite Holders (as defined below) and the Indenture Trustees, desires to bid certain Lessor Note Indebtedness (as defined below) held by the Trustee in exchange for certain of Sellers' assets consisting of the Indenture Purchased Assets (as defined below) and, upon acceptance of such bid, but prior to the consummation thereof, shall designate NewCo (or one or more of its subsidiaries) the right to receive such assets on account of such credit bid in accordance with the provisions of the Sale Order (as defined below);

WHEREAS, on the terms and subject to the conditions hereinafter set forth and pursuant to a Sale Order (as defined herein) and sections 105, 363 and 365 of the Bankruptcy Code, the Parties desire to enter into this Agreement;

WHEREAS, pursuant to the terms and subject to the conditions of this Agreement, Sellers shall sell and transfer to NewCo (or one or more of its subsidiaries), and NewCo (or one or more of its subsidiaries) shall purchase and acquire from Sellers, the Non-Indenture Purchased Assets (as defined below), and NewCo (or one or more of its subsidiaries) shall assume from Sellers and thereafter pay, discharge and perform the Assumed Liabilities (as defined herein); and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval by the Bankruptcy Court of this Agreement and the Settlement Agreement (as defined below) and will be consummated only pursuant to the Sale Order entered in the Chapter 11 Cases;

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Action" means any action, suit, arbitration, claim, inquiry, proceeding or investigation by or before any Governmental Body of any nature, civil, criminal, regulatory or otherwise, in law or in equity.

"AES Side Letter" means that side letter regarding Taxes in the form attached hereto as Exhibit F delivered by AES Corp. pursuant to Section 10.1(x).

"Affiliate" (and, with a correlative meaning "affiliated") means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such first Person. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by Contract or otherwise).

"Auction" means that certain auction if any conducted pursuant to the terms of the Sale Procedures Order.

"Budget" means the cash flow forecast relating to the operation of the Facilities between the date hereof and the Closing Date attached hereto as Exhibit G, as may be amended or modified from time to time with the prior written approval of the Trustee.

"Business" means the ownership of the Purchased Assets (after giving effect to Section 2.2 of the Settlement Agreement) and the operation of the Facilities and the Somerset Railroad as currently conducted by Sellers and Somerset Railroad Corporation.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to close. Any event the

scheduled occurrence of which would fall on a day that is not a Business Day shall be deferred until the next succeeding Business Day.

"Capital Expenditures" means the capital expenditures identified and outlined in the Projection Model.

"Cayuga Facility" means the facility and assets described in Exhibit A to the Indentures with the Miliken Facility Trusts.

"Cayuga PILOT Agreement" means all documents executed in connection with the PILOT agreement in respect of the Cayuga Facility, including, the lease agreement, leaseback agreement, PILOT mortgage agreement, and the PILOT agreement.

"Certificate Holders" means beneficial holders of the certificates issued under the Pass Through Agreements.

"Coal Book Value" means the book value of the coal supplies either located at the Facilities or Somerset Railroad or paid for by the Sellers and not yet delivered to such Facilities or Somerset Railroad. For purposes of calculating the Coal Book Value, the book value of coal shall be $73.80 per ton for coal located at the Somerset Facility and $75.43 per ton for coal located at the Cayuga Facility, provided, however, that in the event there is a Positive Coal/AR Balance, the book value of coal in excess of the Minimum Coal/AR Balance (applying accounts receivable first and coal second) shall be the lesser of $73.80 per ton for coal located at the Somerset Facility and $75.43 per ton for coal located at the Cayuga Facility or the Sellers' actual average per ton cost (including transportation costs) solely for coal delivered or ordered from the date of the Settlement Agreement to the Closing Date.

"Coal Hauling Agreement" means that certain Coal Hauling Agreement among Somerset Railroad Corporation, AES NY3, L.L.C. and AES Eastern Energy, L.P. dated as of May 6, 1999 (as amended, modified or supplemented from time to time).

"COBRA" means Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consent" means any consent, waiver, approval, order or authorization of, or registration, declaration or filing with or notice to, any Governmental Body or other Person.

"Contract" means (whether written or oral) any contract, indenture, note, bond, loan, instrument, lease, license, commitment or other agreement.

"Credit Bid" means a credit bid pursuant to Section 363(k) of the Bankruptcy Code in an amount equal to two hundred forty million dollars ($240,000,000), plus any additional amount the Trustee elects to credit bid at auction, with additional bids beyond the initial bid to be communicated to the Trustee by RPA Advisors, LLC, acting in consultation with Requisite Holders, all as provided in the Requisite Trustee Direction.

"Cure Costs" means any and all costs, expenses or actions that the Sellers are required to pay or perform to assume any of the Assumed Contracts pursuant to section 365(f) of the Bankruptcy Code.

"Data Site" means the electronic data room hosted by Intralinks containing information regarding Sellers and the Purchased Assets to which Trustee and NewCo have had access prior to the date hereof.

"Depositary Agreement" means the "Depositary Agreement" as defined in the Pass Through Agreements.

"Determined Cure Costs" means, in the aggregate, all Cure Costs payable in respect of the Assumed Contracts as determined pursuant to a Final Order, which Order may be the Sale Order.

"Deutsche Bank Depositary Accounts" means the "Accounts" as defined in the Depositary Agreement; provided, that the Deutsche Bank Depositary Accounts do not include the Rent Reserve Account, the Rent Reserve Payment Undertaking Agreement or any accounts established thereunder, or any rights, claims or interests therein.

"Documents" means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, equipment logs, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), maintenance records, user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers pamphlets, Web pages, etc.), cost or pricing information, business plans, quality control records and procedures, blue prints, accounting and Tax files and other financial information, customer files and other customer related documents (including credit information), personnel files for Transferred Employees (except any such files that are not permitted to be transferred by applicable Law), supplier lists, records, literature and correspondence, including materials relating to Inventories, services, marketing, advertising, promotional materials, documents related to Intellectual Property, and other similar materials, in each case to the extent used in or held for use in, or that relate primarily to, the Business or the Purchased Assets, whether or not in electronic form and whether or not physically located at any Facility, but excluding any such materials that relate primarily to Excluded Assets.

"Employee" means any employee of any Seller or any of its Affiliates who performs work primarily related to the operation of the Business.

"Employee Bonuses" means bonuses in amounts not exceeding $910,000 in the aggregate on account of services provided to Sellers and their Affiliates in connection with the Business during the 2011 fiscal year, payable to certain Employees mutually agreed in writing by Lead Seller and Trustee prior to the earlier of the date of payment of such Employee Bonuses and the Closing Date; provided, however, that if the Closing does not occur prior to payment of the Employee Bonuses in the ordinary course by the Sellers, then NewCo shall reimburse the Sellers in full for the agreed amounts at Closing.

"Environmental Law" means any Law relating to pollution or protection of the environment or natural resources, including for illustration and without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Solid Waste Disposal Act and Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), and the Clean Air Act (42 U.S.C. § 7401 et seq.), as each has been amended and the regulations promulgated thereto, and all analogous, related, or supplemental state or local laws.

"Environmental Permit" means any Permit required by Environmental Laws for the ownership or operation of the Facilities or Purchased Assets or the operation of the Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Contracts" means the Contracts that are not Assumed Contracts and any other Contracts designated as Excluded Contracts pursuant to the terms of this Agreement.

"Excluded Matter" means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (ii) the effect of any change that generally affects any industry in which Sellers operate, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof, except to the extent such changes have a disproportionate effect on the Sellers relative to other participants in the industry in which the Sellers operate; (iv) the effect of any action taken by NewCo or its Affiliates with respect to the Transactions or with respect to Sellers, including their respective employees; (v) the effect of any changes in applicable Laws or accounting rules; (vi) any effect resulting from the public announcement of this Agreement; or (vii) any effect resulting from the filing of the Bankruptcy Case.

"Excluded Permit" means those permits listed on Schedule 2.2(d).

"Facility Employees" means Employees who are employed on a full time basis at the Somerset Facility or the Cayuga Facility as of the date hereof.

"Final Order" means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Body of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect; provided that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired without the filing of any appeal or motion for reconsideration.

"Fixed Costs" means the fixed costs identified and outlined in the Projection Model.

"Furniture and Equipment" shall mean all equipment, machinery, fixtures, spare parts, furniture and other tangible property owned by any Seller or Somerset Railroad Corporation (after giving effect to Section 2.2 of the Settlement Agreement) and located at any Facility or used in the operation of the Business, including all attachments, appliances, fittings, gas and oil burners, lighting fixtures, signs, doors, cabinets, partitions, mantels, motors, pumps, screens, plumbing, heating, air conditioning, refrigerators, freezers, refrigerating and cooling systems, racks, ovens, stoves, carpets, floor coverings, wall coverings, office equipment, kitchen appliances, Hardware, registers, safes, trash containers, meters and scales, combinations, codes and keys, and any other furniture, fixtures, equipment and Improvements, irrespective of where title is held as of the date of this Agreement.

"GAAP" means generally accepted accounting principles in the United States as of the date hereof.

"Governmental Body" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, any governmental authority, agency, department, board, commission or instrumentality or any political subdivision thereof, and any tribunal or court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

"Hardware" means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

"Hazardous Material" means any substance, material or waste that is regulated pursuant to any Environmental Law, or that can be the subject of enforcement, investigation, or liability pursuant to any Environmental Law, whether or not recycled or beneficially used, including, without limitation coal combustion products, residues, or emissions, fly ash, bottom ash, flue gas desulfurization material, petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, mold or other fungi, and urea formaldehyde insulation.

"Improvements" shall mean buildings, structures, systems, fixtures and facilities located on, and easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances, roads, sidewalks, parking lots, infrastructure improvements and all other rights and benefits belonging, or in any way related, to the Seller Property.

"Indebtedness" means, with respect to any Person, without duplication, (i) all amounts owing, including principal and premium (if any), interest, overdraft fees, costs, expenses, penalties, indemnities and breakage costs in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds, drafts, extensions of credit or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or

similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, "keep well" agreements, agreements to maintain or contribute cash or capital to any Person or other similar agreements or arrangements; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indentures" means, collectively, (i) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust A-1 and Bankers Trust Company, as Indenture Trustee, (ii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust A-2 and Bankers Trust Company, as Indenture Trustee, (iii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust B-1 and Bankers Trust Company, as Indenture Trustee, (iv) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust B-2 and Bankers Trust Company, as Indenture Trustee, (v) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust C-1 and Bankers Trust Company, as Indenture Trustee, (vi) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Milliken Facility Trust C-2 and Bankers Trust Company, as Indenture Trustee, (vii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust A-1 and Bankers Trust Company, as Indenture Trustee, (viii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust A-2 and Bankers Trust Company, as Indenture Trustee, (ix) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust B-1 and Bankers Trust Company, as Indenture Trustee, (x) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust B-2 and Bankers Trust Company, as Indenture Trustee, (xi) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust C-1 and Bankers Trust Company, as Indenture Trustee, and (xii) the Indenture of Trust and Security Agreement dated May 1, 1999, by and among Kintigh Facility Trust C-2 and Bankers Trust Company, as Indenture Trustee.

"Intellectual Property" means all worldwide intellectual property and rights wholly or jointly owned, assigned or registered to any Seller or any of its Subsidiaries, including Somerset Railroad Corporation, arising from or in respect of the following: all (i) inventions, discoveries, industrial designs, business methods, patents and patent applications (including provisional and Patent Cooperation Treaty applications), including continuations, divisionals, continuations-in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing; (ii) trademarks, service marks, certification marks, collective marks, trade names, business names, assumed names, d/b/a's, fictitious names, brand names, trade dress, logos, symbols, Internet domain names and corporate names, and general intangibles of a like nature, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing; (iii) published and unpublished works of authorship in any medium, whether copyrightable or not (including databases and other compilations of information, computer software, source code, object code, algorithms, and other similar materials and Internet website content), copyrights and moral rights therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations

and reversions thereof; and (iv) confidential and proprietary information, trade secrets, and know-how, including methods, processes, business plans, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, drawings, prototypes, models, designs, devices, technology, research and development and customer information and lists (collectively, "Trade Secrets").

"Intellectual Property Licenses" means (i) any Contract that contains any grant by any Seller to any third Person of any right to manufacture, use, offer to sell, sell, publish, perform or exploit any Intellectual Property owned by any Seller, and/or (ii) any Contract that contains any grant by any third Person to any Seller of a right to manufacture, use, offer to sell, sell, publish, perform or exploit a third Person's intellectual property rights.

"Intercompany Loan" means, with respect to any Seller, any intercompany Indebtedness related to the Business between such Seller and any Affiliate of such Seller (other than another Seller), whether or not evidenced by promissory notes and/or recorded in the books and records of such Seller.

"IRS" means the United States Internal Revenue Service.

"Law" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, or regulation or other requirement enacted, promulgated, issued or entered by a Governmental Body.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Lessor Note Indebtedness" means the obligations under the Indentures and the Lessor Notes (as defined in the Indentures) issued thereunder.

"Liability" means any and all debts, losses, liabilities, claims (including "Claims" as defined in section 101(5) of the Bankruptcy Code), damages, expenses, Taxes, fines or other penalties, costs, royalties, proceedings, deficiencies or obligations (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise and whether due or to become due, and whether in contract, tort, strict liability or otherwise, and whether or not resulting from third party claims.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, right of first offer, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other restriction or limitation whatsoever.

"Material Adverse Change" means any change, circumstance, occurrence, fact or event occurring or first existing after the date hereof, or occurring or existing prior to the date hereof but not disclosed by Sellers to NewCo prior to the date hereof, that (a) has increased, or would reasonably be expected to increase, the amount of the Assumed Liabilities (other than Liabilities pursuant to Sections 2.3(a)(ii), 2.3(a)(iv), 2.3(b)(ii) and 2.3(b)(iv)), by more than one million six hundred thousand dollars ($1,600,000) over the aggregate amount of such Assumed

Liabilities set forth on Schedule 2.3, provided, that if the amount of the Assumed Liabilities (other than Liabilities pursuant to Sections 2.3(a)(ii), 2.3(a)(iv), 2.3(b)(ii) and 2.3(b)(iv)) has increased by more than one million six hundred thousand dollars ($1,600,000) over the amount of such Assumed Liabilities set forth on Schedule 2.3, Sellers shall have the ability in their sole discretion to assume any amounts in excess of one million six hundred thousand dollars ($1,600,000) in which case Parties hereby agree that the requirements of this clause (a) would not be met for the purposes of Section 10.1(r), (b) has increased, or would reasonably be expected to increase, the aggregate amount of fixed costs and capital expenditures of the Business during the period from January 1, 2012 through December 31, 2016 over the amount of Fixed Costs and Capital Expenditures for such period set forth in the Projection Model by fifty million dollars ($50,000,000) or more, other than as a result of changes or proposed changes to Environmental Law, (c) has resulted in, or would reasonably be expected to result in, damage to or destruction of the Purchased Assets where the cost to repair or restore such Purchased Assets to their condition immediately prior to the occurrence of such damage or destruction would reasonably be expected to exceed fifty million dollars ($50,000,000) (net of any insurance proceeds paid to NewCo pursuant to Section 8.9(b) hereof), or (d) has created, or would reasonably be expected to create, a Lien any of the Purchased Assets that will not be released as of the Closing Date and that does not constitute a Permitted Exception.

"Material Adverse Effect" means (i) a material adverse effect on the Business or the business, assets, Liabilities or properties of the Sellers and Somerset Railroad Corporation (taken as a whole) or (ii) a material adverse effect on the ability of Sellers to consummate the Transactions or perform their obligations under this Agreement, in each case other than an effect resulting from an Excluded Matter.

"Minimum Coal/AR Balance" means $12,500,000, inclusive of the Minimum Somerset Tonnage.

"Minimum Somerset Tonnage" means a minimum of 72,400 tons of coal located, or allocated for use in connection with generation operations, at the Somerset Facility.

"Negative Coal/AR Balance" means the amount, if any, by which (i) the Minimum Coal/AR Balance exceeds (ii) the sum of (x) the Coal Book Value as of the Closing and (y) the accounts receivable related to the operations of the Sellers as of the Closing. For purposes of determining whether there is a Negative Coal/AR Balance, accounts receivable shall be applied first and coal second.

"NRC" means the Nuclear Regulatory Commission.

"Operating Losses" means fixed operating expenditures and capital expenditures in the Ordinary Course of Business incurred or accrued for the applicable months related to the Purchased Assets, provided that such expenditures will be offset by positive gross margin to the extent that it relates to energy, capacity or ancillary services sold during the month, and provided, further, that for the purposes of determining energy margins (energy revenue less associated variable costs) coal related to the Somerset Facility shall be priced at $73.80 per ton and coal related to the Cayuga Facility shall be priced at $75.43 per ton. For the avoidance of

doubt, no amounts that constitute Assumed Liabilities shall be included in the calculation of Operating Losses.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice.

"Organizational Documents" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all bylaws and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"Participation Agreements" means those certain twelve Participation Agreements dated May 1, 1999 by and among one of twelve owner trusts and related owner participant signatory thereto, an owner participant, and Deutsche Bank Trust Company Americas, as successor Indenture Trustees and Pass Through Trustees.

"Pass Through Agreement A" means that certain Pass Through Trust Agreement A, dated as of May 1, 1999.

"Pass Through Agreement B" means that certain Pass Through Trust Agreement B, dated as of May 1, 1999.

"Pass Through Agreements" means, collectively, Pass Through Agreement A and Pass Through Agreement B.

"Pass Through Certificates" shall have the meaning set forth in the Participation Agreements.

"Permits" means any approvals, authorizations, consents, licenses, permits, certificates of, or granted by, a Governmental Body.

"Permitted Exceptions" means (i) all title exceptions, restrictions, easements, restrictive covenants, rights-of-way, servitudes, permits, surface leases and other rights with respect to surface operations, to the extent the same are disclosed in policies of title insurance which have been made available by Sellers to NewCo with respect to the Seller Properties as of the date hereof, (ii) all rights reserved to or vested in any Governmental Body to control or regulate the Purchased Assets and all obligations and duties under all applicable Laws or under any permit issued by any Governmental Body, (iii) statutory Liens for current real and personal property Taxes, assessments or governmental charges not yet due or delinquent, (iv) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business, (v) Liens securing debt as disclosed in the Financial Statements, which Liens will be released at or prior to Closing, (vi) title of a lessor under the capital and operating leases set forth on Schedule 1.1, and (vii), any other easements, leases, rights-of-way, restrictions, covenants,

licenses or other Liens, whether or not of record, or any encroachments or other survey defects which would be disclosed by a current accurate survey or physical inspection of the respective property, to the extent not otherwise included in clauses (i) through (vi), but which, individually and in the aggregate (but without including any other Liens otherwise included as Permitted Exceptions pursuant to any other clauses of this definition), do not interfere materially with the current use of such property (assuming its continued use in the manner in which it is currently used) or, with respect to unimproved or vacant real property, interfere materially with the intended use of such property.

"Person" means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and all Governmental Bodies.

"Positive Coal/AR Balance" means the amount, if any, by which (i) the sum of (x) the Coal Book Value as of the Closing and (y) the accounts receivable related to the operations of the Sellers as of the Closing, exceeds (ii) the Minimum Coal/AR Balance. For purposes of determining whether there is a Positive Coal/AR Balance, accounts receivable shall be applied first and coal second.

"Post-Closing Escrow Account" means an escrow account, subject to an escrow agreement reasonably acceptable to the Sellers and NewCo for the payment of severance obligations post-Closing, which account shall be funded by the Sellers with $1,250,000 at Closing as set forth in Section 3.2.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or before the Closing Date.

"Projection Model" means the January 2012 Somerset and Cayuga Projection Model posted to the Data Site (and identified as 2012_01 long term projection model vF dated 1/25/12) prior to the date hereof.

"Purchase Price" means the Indenture Assets Purchase Price, the Non Indenture Assets Purchase Price and the Somerset Railroad Purchase Price.

"Purchased Assets" means the Indenture Purchased Assets and the Non-Indenture Purchased Assets.

"Purchased Intellectual Property" means all Owned Intellectual Property, Licensed Intellectual Property and all other Intellectual Property rights (whether or not registered) that relate to the Business or which are manufactured, used, offered for sale, sold, published, performed or exploited in the operation of the Business, other than Intellectual Property associated exclusively with the Excluded Assets.

"Release" means any actual or threatened release, spill, emission, leaking, pumping, injection, deposit, disposal, treatment, storage, discharge, dispersal, or leaching into the indoor or outdoor environment, or into, on, within, under, or out of any property.

"Released Liens" means (i) any Lien that, pursuant to section 363(f) of the Bankruptcy Code, will be released from the Purchased Assets upon entry of the Sale Order; and (ii) other Liens that will be released on or prior to Closing at no cost or expense to NewCo.

"Remedial Action" means all actions to (i) investigate, respond to, clean up, remove, remediate, or otherwise mitigate or address any Hazardous Material including post-remedial monitoring and care; (ii) prevent the Release of any Hazardous Material; or (iii) correct a condition of noncompliance with Environmental Laws.

"Rent Reserve Payment Undertaking Agreement" means, collectively, the Rent Reserve Account Payment Undertaking Agreement, dated as of May 1, 1999, among AES Eastern Energy, L.P., Kintigh Facility Trust A-1, Milliken Facility Trust A-1, Kintigh Facility Trust A-2, Milliken Facility Trust A-2, Kintigh Facility Trust B-1, Milliken Facility Trust B-1, Kintigh Facility Trust B-2, Milliken Facility Trust B-2, Kintigh Facility Trust C-1, Milliken Facility Trust C-1, Kintigh Facility Trust C-2, Milliken Facility Trust C-2 and Morgan Guaranty Trust Company of New York, or any other Payment Undertaking Agreement in effect from time to time in respect of the Rent Reserve Account.

"Rent Reserve Account" means "Rent Reserve Account" as defined in Section 2.2 of the Depositary Agreement.

"Representatives" means, with respect to any Person, its officers, directors, managers, employees, attorneys, investment bankers, accountants and other agents and representatives.

"Requisite Holders" means Certificate Holders holding not less than a majority in interest of the Fractional Undivided Interests evidenced by all outstanding Certificates (as such terms are defined in Pass Through Agreement A) and Certificate Holders holding not less than a majority in interest of the Fractional Undivided Interests evidenced by all outstanding Certificates (as such terms are of Noteholders as defined in Pass Through Agreement B).

"RGGI" means the Regional Greenhouse Gas Initiative.

"Sale Motion" means the motion of Sellers seeking approval and entry of the Sale Procedures Order and the Sale Order, filed January 11, 2012 in the Chapter 11 Cases under docket number 74.

"Sale Order" means an order or orders of the Bankruptcy Court issued pursuant to sections 105, 363 and 365 of the Bankruptcy Code in form and substance acceptable to Trustee, NewCo and Sellers approving this Agreement, each in their sole discretion, and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated hereby.

"Sale Procedures Order" means an order of the Bankruptcy Court, in form and substance reasonably acceptable to Trustee and Sellers, which, among other things establishes a date by which Competing Bids must be submitted, as requested under the Sale Motion, and sets forth the agreements on allocation as set forth in section 2.10 of the Settlement Agreement.

"SCR" means the selective catalytic reduction system located at the Somerset Facility.

"Seller Transfer Taxes and Title Fees" shall mean Seller's responsibility, pursuant to Sections 9.3 and 12.2, to pay half of all Transfer Taxes and Title Fees subject to the limitations set forth in such sections.

"Sellers' Knowledge" means the actual knowledge of those officers and directors of Sellers identified on Schedule 1.1(b).

"Selling Debtors" means AES Eastern Energy, L.P., AES Somerset, LLC, AES Cayuga, LLC and AES NY3, LLC.

"Settlement Agreement" means that certain settlement agreement executed by certain of the Selling Debtors and certain Certificateholders (as defined in the Pass Through Agreements), settling a series of disputes and potential disputes relating to the rights and obligations of the Parties under the Indentures and related documents.

"Somerset Facility" means the facility and assets described in Exhibit A to the Indentures with the Kintigh Facility Trusts.

"Somerset PILOT Agreement" means all documents executed in connection with the PILOT agreement in respect of the Somerset Facility, including, the lease agreement, leaseback agreement, PILOT mortgage agreement, and the PILOT agreement, as any of the same may be amended prior to the Closing Date.

"Somerset Railroad" means the railroad operated by Somerset Railroad Corporation.

"Somerset Railroad Corporation" means Somerset Railroad Corporation, a wholly owned subsidiary of AES NY3.

"Somerset Railroad Credit Facility" means that certain credit facility in the outstanding principal amount of approximately $2.3 million extended under that certain Secured Credit Agreement, dated as of May 6, 1999, among Somerset Railroad Corporation, the financial institutions listed as a party thereto, and CIBC, Inc., as agent, as amended and restated as of August 14, 2000, among Somerset Railroad Corporation, the financial institutions listed as a party thereto, and BNP Paribas, successor to Fortis Capital Corporation, as agent for and representative of the lending parties thereto.

"Straddle Period" means any Tax period beginning on or before, and ending after, the Closing Date.

"Subsidiary" or "subsidiary" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity entitled, under ordinary circumstances, to vote in the election of directors or other governing body of such Person, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body of such Person.

"Tax" means all federal, state, provincial, territorial, municipal, local or foreign income, profits, franchise, gross receipts, environmental (including taxes under Section 59A of the Code), alternative or add on minimum, customs, duties, net worth, sales, use, goods and services, withholding, value added, ad valorem, employment, social security, escheat, disability, occupation, pension, real property, personal property (tangible and intangible), stamp, transfer, conveyance, severance, production, excise and other taxes (including payments in lieu of taxes), withholdings, duties, levies, imposts, fees and other similar charges and assessments (including any and all interest, fines, penalties and additions attributable to, or otherwise imposed on or with respect to, any such taxes, withholdings, duties, levies, imposts, fees and other similar charges and assessments) imposed by or on behalf of any Governmental Body or Tax Authority, including any obligation to indemnify or otherwise to assume or succeed to the Tax liability of any other Person.

"Tax Authority" means any federal, state, local or foreign government, or agency, instrumentality or employee thereof, charged with the determination, assessment, regulation, collection or administration of any Tax or of Law relating to Taxes.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements filed or required to be filed in respect of any Taxes, including all attachments and schedules thereto and amendments thereof.

"Transaction Documents" means this Agreement, the Purchased Assets Bill of Sale, the Facilities Bill of Sale, the Assignment and Assumption Agreement, the Transition Services Agreement (if entered into pursuant to Section 8.9), and all other Contracts necessary to effectuate the Transactions.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents.

"Trust Escrow Account" means the escrow account designated by and subject to an escrow agreement, which account shall be funded as set forth herein and utilized to fund a trust to be established for the benefit of the general unsecured creditors of Lead Seller.

"Unions" means IBEW Local Union No. 83 and IBEW Local Union No. 966.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (1988) and any similar state or local "mass layoff" or "plant closing" laws.

Section 1.2 Terms Defined Elsewhere in this Agreement.

For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
AES Corp.	Section 7.3(e)
AES Marks	Section 8.12
Agreement	Preamble
Alternative Proposal	Section 7.1(a)
Assignment and Assumption Agreement	Section 4.2(a)(iii)
Assumed Liabilities	Section 2.3
Assumption Notice	Section 7.3(a)
Balance Sheet	Section 5.4
Balance Sheet Date	Section 5.4
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business Employee List	Section 9.1(a)
Cash Consideration	Section 3.1(b)(i)
Chapter 11 Cases	Recitals
Closing	Section 4.1
Closing Date	Section 4.1
Coal	Section 2.1(c)(v)
Competing Bid	Section 7.1
Contract Retention Period	Section 2.7(c)
Credit Bid Indebtedness	Section 3.1(a)
Cure Schedule	Section 2.5
Designated Contract	Section 7.3(b)
Designation Deadline	Section 7.3(b)
Designation Right Contract	Section 2.7(c)
Destruction	Section 8.9(a)
Employee Benefit Plans	Section 5.13(a)
ERISA Affiliate	Section 5.13(a)
Estimated Operating Losses	Section 3.3
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.4
Excluded Permits	Section 7.3(a)
Facilities Bill of Sale	Section 10.1(p)
Facility	Recitals
Financial Statements	Section 5.4
Income Taxes	Section 5.8
Indenture Assets Purchase Price	Section 3.1(a)
Indenture Purchased Assets	Section 2.1(a)
Insurance Contract	Section 5.20
Labor Agreement	Section 5.14(a)

Term	Section
Lead Seller	Preamble
Licensed Intellectual Property	Section 5.11(a)
Material Contract	Section 5.12(a)
NewCo Documents	Section 6.2
Non-Income Tax Returns	Section 9.3(c)
Non-Indenture Assets Purchase Price	Section 3.1(b)
Non-Indenture Purchased Assets	Section 2.1(b)
NYISO	Section 2.1(c)(xxii)
NYSEG	Section 2.1(c)(xxiii)
Owned Intellectual Property	Section 5.11(a)
Owned Properties	Section 5.9(a)
Party	Preamble
Personal Property Leases	Section 5.10
Petition Date	Recitals
Post-Closing Assumption Notice	Section 2.7(c)
Purchase Price	Section 3.1(c)
Purchased Assets Bill of Sale	Section 4.2(a)(i)
Real Property Lease	Section 5.9(a)
Related Party	Section 5.21(a)
Required Consents	Section 2.7(a)
Requisite Trustee Direction	Section 10.4(a)
Seller	Preamble
Seller Benefit Plan	Section 5.13(a)
Seller Documents	Section 5.2
Seller Closing Obligations	Section 3.1(b)(i)
Seller Property	Section 5.9(a)
Somerset Railroad Purchase Price	Section 3.1(c)
Surety Administrative Agent	Section 3.2(b)(i)
Surety LC Agreement	Section 3.2(b)(i)
Surety Lender	Section 3.2(b)(i)
Termination Date	Section 4.4(a)
Title IV Plans	Section 5.13(a)
Trade Secrets	Section 1.1
Transfer	Section 2.7(a)
Transferred Employees	Section 9.1(b)
Transfer Taxes	Section 9.3(a)
Transition Services Agreement	Section 8.8(a)
Trustee	Preamble

Section 1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the referenced end date shall be excluded in calculating such period. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one schedule shall be deemed to have been disclosed on each other schedule to the extent that the relevance of any such information to such other schedule is readily apparent from the text of such disclosure and without independent examination of documents referred to therein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to a gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) Amendments and Successors. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented including (in the case of

agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to the Person's successors and permitted assigns, as applicable.

(ix) Jointly Drafted. This Agreement is the product of negotiations among the Parties, each of which is represented by legal counsel, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived by each Party.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Purchase and Sale of Indenture and Non-Indenture Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, and subject to Section 7.3, at the Closing, each Seller shall transfer, assign and deliver to NewCo (as the Trustee's designee to receive the Indenture Purchased Assets, as defined below, pursuant to the Trustee's credit bid), or to one or more subsidiaries of NewCo at NewCo's direction, and NewCo (or one or more subsidiaries of NewCo at NewCo's direction) shall accept from such Seller, free and clear of any and all Liens (other than Liens created by NewCo and Permitted Exceptions), all of such Seller's right, title and interest in, to and under, the Indenture Purchased Assets (as defined below). The term "Indenture Purchased Assets" shall mean any and all of the assets, properties, rights and claims of any Seller of any kind or nature whatsoever (after giving effect to Section 2.1 of the Settlement Agreement), whether tangible or intangible, personal or mixed, wherever located and whether or not carried or reflected on the books and records of such Seller and whether now existing or hereinafter acquired, which relate to the Business or which are used or useful in, or held for use in, the operation of the Business and which constitute part of the Facilities, including, without limitation, the assets set forth on Schedule 2.1 and excluding only the Excluded Assets expressly identified in Section 2.2.

(b) On the terms and subject to the conditions set forth in this Agreement, and subject to Section 7.3, at the Closing, each Seller shall sell, transfer, assign, convey and deliver to NewCo (or to one or more subsidiaries of NewCo at NewCo's direction), and NewCo (or one or more of such subsidiaries at NewCo's direction) shall purchase, acquire and accept from such Seller, free and clear of any and all Liens (other than Liens created by NewCo and Permitted Exceptions), all of such Seller's right, title and interest in, to and under, the Non-Indenture Purchased Assets (as defined below). The term "Non-Indenture Purchased Assets" shall mean any and all of the assets, properties, rights and claims of any Seller of any kind or nature whatsoever (after giving effect to Section 2.1 of the Settlement Agreement), whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of such Seller and whether now existing or hereinafter acquired, which

relate to the Business or which are used or useful in, or held for use in, the operation of the Business and which do not constitute part of the Facilities, including, without limitation, the assets set forth on Schedule 2.1 and excluding only the Excluded Assets expressly identified in Section 2.2.

(c) For the avoidance of doubt, the Indenture Purchased Assets and the Non-Indenture Purchased Assets shall collectively include, without limitation, the following assets of Sellers:

(i) the Facilities;

(ii) accounts receivable, notes and other rights to payment of Sellers from third parties, including customers, arising from the conduct of the Business before the Closing, whether or not in the Ordinary Course of Business, together with any unpaid financing charges accrued thereon, other than any accounts and notes receivable or other rights to payment arising out of or relating to any Excluded Asset;

(iii) the SCR;

(iv) all of the outstanding capital stock of Somerset Railroad Corporation;

(v) all inventory of coal, limestone and other raw materials located at the Facilities (or the sites surrounding such Facilities) or owned by the Somerset Railroad, which shall include the Minimum Somerset Tonnage, or which has been paid for by any Seller or Somerset Railroad but has not yet been delivered to any Facility as of the Closing (the "Coal");

(vi) all deposits (including security deposits for rent, electricity, telephone or otherwise) and prepaid or deferred charges and expenses of Sellers relating to any Assumed Contract or Permit that constitutes a Purchased Asset or any other Purchased Asset, including all prepaid rentals and unbilled charges, fees or deposits, other than deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Asset;

(vii) all rights, title and interest of Sellers in each parcel of Owned Property listed on Schedule 2.1 and under each Real Property Lease that constitutes an Assumed Contract, together with all Improvements, fixtures and other appurtenances thereto and rights in respect thereof;

(viii) all rights, title and interest of Sellers in and to any property subject to a personal property lease that is related to, useful in or held for use in, the operation of the Business, to the extent any such personal property lease is an Assumed Contract;

(ix) all Furniture and Equipment;

(x) the Purchased Intellectual Property and all goodwill associated therewith;

(xi) to the extent transferable after giving effect to the Sale Order, all of the rights and benefits accruing under any of the Assumed Contracts, including each Real Property Lease, personal property lease or Intellectual Property License that is an Assumed Contract;

(xii) all Documents;

(xiii) to the extent assignable to NewCo under applicable Law, all of the rights and benefits accruing under any Permits held, used or intended to be used by any Seller in connection with the Business (including any pending applications therefor) and all deposits and prepaid expenses held by third parties and/or Governmental Bodies in connection therewith, except any such Permit that constitutes an Excluded Permit;

(xiv) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of any Seller or any Affiliate thereof or with third parties, in each case, to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(xv) any rights, demands, claims, causes of action, rights of recovery, credits, allowances, rebates, or rights of setoff or subrogation arising out of or relating to any of the Purchased Assets or Assumed Liabilities, including any rights against third parties under Assumed Contracts, other than (a) any avoidance actions or other causes of action under Chapter 5 of the Bankruptcy Code or (b) causes of action under other applicable Laws that are not directly related to the Business, the Purchased Assets or the Assumed Liabilities;

(xvi) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to the Business or any of the Purchased Assets, or any services provided to Sellers in connection with the Business or the Purchased Assets, or to the extent otherwise affecting any Purchased Assets, other than any warranties, representations and guarantees pertaining exclusively to any Excluded Assets;

(xvii) all third party property and casualty insurance proceeds and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Business or the Purchased Assets (or to any portion thereof), except to the extent such proceeds relate exclusively to an Excluded Liability;

(xviii) all goodwill and other intangible assets associated with the Purchased Assets or the Business, including customer and supplier lists and

the goodwill associated with the Purchased Intellectual Property;

(xix) all other assets or properties related to the Business and the Facilities not referenced above that are reflected on the Financial Statements or were acquired by Sellers in the Ordinary Course of Business after the date of the Financial Statements, other than Excluded Assets;

(xx) any radiation detectors located on the Seller Properties or at any Facility, and any Permits issued by NRC, any NRC interests or any NRC licensed radioactive material;

(xxi) all environmental-related deposits related to the Facilities as of the Petition Date, provided, however, that (i) NewCo shall reimburse the Sellers for any additional cash deposited in respect of such environmental matters after the Petition Date; and (ii) Seller's provisions of any such postpetition environmental-related deposits shall require the prior written consent of NewCo;

(xxii) except to the extent provided in Section 2.2(l), the Selling Debtors' allocated portion of the New York Independent System Operator ("NYISO") Working Capital Fund in the event NewCo assumes the related agreements with NYISO;

(xxiii) recorded easements encumbering or benefiting the Facilities that run with the Seller Properties, including, without limitation, the reciprocal easement(s) with New York State Electric & Gas Corporation ("NYSEG"), to the extent the same are disclosed in policies of title insurance which have been made available by Sellers to NewCo on or prior to the date hereof and that are designated and approved by NewCo prior to Closing (for the avoidance of doubt, the transfer of such easements shall not result in the assumption under Section 365 of the Bankruptcy Code of any other agreements or liabilities thereunder, including, without limitation, (A) the existing interconnection agreement related to the Facilities between NYSEG and AES NY, L.L.C. dated as of August 3, 1998 (as amended, supplemented or modified from time to time) or (B) the asset purchase agreement dated as of August 3, 1998 between AES NY, L.L.C. and the NYSEG and its affiliate, NGE Generation, Inc. or any obligations outside the scope of the easements under the foregoing agreements set forth in the immediately preceding clauses (A) and (B));

(xxiv) all right, title and interest of any Seller in and to the vehicles, rolling stock and equipment used or held for use in the Business, and all right, title and interest of any Seller in, to and under all vehicle and equipment leases which constitute Assumed Contracts;

(xxv) unapplied air emission allowances or credits and other environmental allowances and credits other than RGGI carbon dioxide

emissions allowances; and

(xxvi) all claims, rights and interests in any refund, rebate, abatement or other recovery for Taxes relating to the Purchased Assets or the Business other than any claims, rights and interests in any refund, rebate, abatement or other recovery under or with respect to the Somerset PILOT Agreement or the Cayuga PILOT Agreement; it being understood that nothing herein shall require AES Corp. to pay any amounts relating to any of the foregoing, and no Seller shall be required to assign any intercompany claim it may have in respect of any Affiliate other than intercompany claims relating to Somerset Railroad Corporation.

Section 2.2 Excluded Assets.

Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Trustee or NewCo, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. "Excluded Assets" shall mean the following assets:

(a) all equity interests in any Seller; provided, that, in the case of any Seller that is a limited liability company, NewCo may elect, in its sole discretion, to purchase all of the equity interests of such Seller in lieu of its assets; and, provided further, for the avoidance of doubt, that all equity interests in Somerset Railroad Corporation shall constitute a Purchased Asset;

(b) all of Sellers' deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets or contracts not assumed and assigned to NewCo;

(c) the Excluded Contracts, including any accounts receivable arising out of or in connection with any Excluded Contract;

(d) the Excluded Permits, including all deposits and prepaid expenses held by third parties and/or Governmental Bodies in connection therewith;

(e) all Contracts that have terminated or expired according to the terms of such Contracts prior to the Closing Date in the ordinary course of business or as permitted hereunder;

(f) any (i) (A) personnel and medical records pertaining to the Transferred Employees not permitted to be transferred to NewCo under applicable Law and (B) all personnel and medical records pertaining to current or former directors, consultants and Employees of Sellers who are not Transferred Employees; (ii) books and records that Sellers are required by Law to retain or that relate exclusively to the Excluded Assets or the Excluded Liabilities, including Tax Returns, stock ledgers and minute books (other than Tax Returns, stock ledgers and minute books of Somerset Railroad Corporation), financial statements, and corporate or other entity filings (other than filings of Somerset Railroad Corporation); provided that NewCo shall have the right to make copies of any portions of such retained books and records that relate in any way to the Business or any of the Purchased Assets or Assumed Liabilities; and (iii) corporate charters, qualifications to do business, taxpayer and other identification numbers,

corporate seals, minute books, stock ledgers, stock certificates and any other documentation related to governance, organization, maintenance or existence of Sellers; provided that NewCo shall have the right to make copies of any portions of such documents and records;

(g) other than Excluded Contracts and Excluded Permits (which are addressed in Section 7.3), any assets identified by NewCo or the Trustee, each in their sole discretion, at any time prior to the Closing Date;

(h) any Permit which is not assignable or which is not permitted to be transferred to NewCo, in each case under applicable Law;

(i) all rights and claims of Sellers under the Transaction Documents;

(j) all RGGI carbon dioxide emissions allowances;

(k) all adequate assurance deposits authorized by the Bankruptcy Court in the Chapter 11 Cases and funded pursuant to section 366 of the Bankruptcy Code that are held by or for the benefit of utilities in connection with the Business;

(l) any deposits, holdbacks, or other amounts held by NYISO, which were withheld or otherwise paid by or charged to the Selling Debtors after the Petition Date;

(m) any claims, rights and interests in any refund, rebate, abatement or other recovery under or with respect to the Somerset PILOT Agreement or the Cayuga PILOT Agreement; and

(n) any avoidance actions or other causes of action under Chapter 5 of the Bankruptcy Code or causes of action under other applicable Laws that are not directly related to the Business, the Purchased Assets or the Assumed Liabilities.

Section 2.3 Assumption of Liabilities.

On the terms and subject to the conditions set forth in this Agreement, at the Closing, NewCo shall assume the Assumed Liabilities (as defined below) and shall agree to pay, discharge, perform and otherwise satisfy such Assumed Liabilities in accordance with their respective terms, subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such Assumed Liabilities are owed. The term "Assumed Liabilities" shall mean only those Liabilities specifically and expressly set forth in subsections 2.3(a) and 2.3(b) below:

(a)

(i) Liabilities pursuant to the Somerset Railroad Credit Facility, which shall be repaid in full on or before the Closing Date, or satisfied by such other consideration as NewCo and the lender parties to the Somerset Railroad Credit Facility may agree;

(ii) (x) all obligations of any Seller or the Somerset Railroad

Corporation under the Assumed Contracts, in each case to the extent arising and relating solely to the period from and after the Closing and not to the extent arising out of any breach or default thereof or other activities prior to the Closing, and (y) with respect to the foregoing Assumed Contracts, subject to Section 2.5, all of the Determined Cure Costs with respect to such Assumed Contracts;

(iii) Liabilities of Sellers with respect to (A) accrued but unpaid salary and wages for the Facility Employees for up to (I) one pay period in the case of salaried Facility Employees (where the paydates are on the 15th and the last day of each month) and (II) two pay periods in the case of hourly Facility Employees (where the pay periods are each one week) to the extent not previously discharged through the payment of the Operating Losses pursuant to Section 3.1(b)(v) or Section 3.4, and (B) accrued and unused vacation, sick days and personal days for the Transferred Employees;

(iv) all Liabilities pursuant to Environmental Law (other than fines or other penalties asserted against Debtors, or arising from Debtors' conduct or status as owner or operator prior to or as of the closing date of the Sale Transaction) for Remedial Actions, cleanup, closure or otherwise maintaining environmental regulatory compliance at the Facilities and at the other Purchased Assets comprised of real property in which NewCo takes an interest as owner or operator, and excluding all Liabilities of any kind at any real property in which NewCo does not receive an interest as owner or operator pursuant to this Agreement, except for any asset retirement obligations which are governed by Section 2.3(b)(iv);

(v) employment and employee benefit Liabilities allocated to NewCo pursuant to Section 9.1 or Section 9.2 of this Agreement;

(vi) all WARN Act Liabilities incurred by Sellers on or after the Closing Date to the extent that such Liabilities result from NewCo's failure to offer employment to a sufficient number of Facility Employees to avoid incurring such Liabilities; and

(vii) air emissions allowance liabilities arising from air emissions occurring on and after January 1, 2012.

(b)

(i) all Liabilities relating exclusively to NewCo's ownership or operation of the Purchased Assets, to the extent arising from events, facts or circumstances that occur after the Closing, but excluding any Liabilities arising from ownership or operation of the Business or the Purchased Assets prior to the Closing or relating to any services that were sold or provided prior to the Closing other than liabilities explicitly assumed hereunder;

(ii) (y) all Liabilities for Taxes relating to the Purchased Assets or

the Business for any Post-Closing Tax Period, including any Taxes for a Straddle Period allocated to NewCo pursuant to the AES Side Letter (but excluding (i) all income, franchise, or any other Taxes based on or measured by gross or net income or receipts of any Seller or any Affiliate of any Seller (or any member of any consolidated, combined or affiliated group of which any such Seller or Affiliate thereof is a member, or of such consolidated, combined or affiliated group) and (ii) any Taxes imposed on or with respect to any of the Owner Trusts, the Owner Participants or any of their Affiliates (or any member of any consolidated, combined or affiliated group of which any such Owner Participant or any Affiliate thereof is a member, or of such consolidated, combined or affiliated group) for any Tax period) and (z) all Liabilities for Transfer Taxes other than Transfer Taxes required to be paid by Sellers pursuant to Section 9.3 hereof;

(iii) all Liabilities under the PILOT Agreements and related Industrial Development Agency Agreements with respect to Niagara and Tompkins County; and

(iv) asset retirement obligations related to the Facilities set forth on Schedule 2.3.

Section 2.4 Excluded Liabilities.

Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, the Parties expressly acknowledge and agree that neither Trustee nor NewCo shall assume or in any manner whatsoever be liable or responsible for any Liabilities of any Seller or any predecessor or Affiliate of any Seller, of any nature whatsoever, whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated or otherwise, existing before or on the Closing Date or arising thereafter, other than the Assumed Liabilities. All of the Liabilities of any Seller or of any predecessor or Affiliate of any Seller not specifically and expressly assumed by NewCo pursuant to Section 2.3 shall be referred to herein collectively as the "Excluded Liabilities." For the avoidance of doubt, and without limiting the foregoing, neither Trustee nor NewCo shall be obligated to assume, and they do not assume, and hereby disclaim all of the following Liabilities of each Seller or of any predecessor or Affiliate of any Seller (and any such Liabilities shall be considered Excluded Liabilities for all purposes of this Agreement):

(a) all Liabilities for accrued expenses and accounts payable incurred prior to the Closing Date, except to the extent that the same expressly constitute Assumed Liabilities pursuant to Section 2.3(b);

(b) all Liabilities of any Seller or any Affiliate of any Seller relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services performed in connection with this Agreement, the Transactions or the Chapter 11 Cases;

(c) all Liabilities arising out of Excluded Assets, including any Contracts that do not constitute Assumed Contracts;

(d) all Liabilities relating to any claims for infringement, dilution, misappropriation or any other violation of intellectual property rights arising from Sellers' operation of the Business by the practice of the Purchased Intellectual Property or any third party's intellectual property prior to the Closing Date;

(e) except as specifically provided in Article IX, all Liabilities under, relating to, or with respect to any Seller Benefit Plan (including any Liabilities related to any Seller Benefit Plan which is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA)) or that is subject to Section 302 of Title IV of ERISA or Section 412 of the Code) and any trusts, 501(c)(9) organizations, insurance (including fiduciary insurance), administrative or other service contracts relating thereto;

(f) except as specifically provided in Article IX, all Liabilities or claims arising out of, relating to or with respect to the employment or performance of services for, or termination of employment or services for, or potential employment or engagement for the performance of services for, Sellers, or any Affiliate of any Seller, or any predecessor thereof of any individual Person (including the Transferred Employees) or any Person acting as a professional employer organization, employee leasing company or providing similar services on or prior to the Closing (including as a result of the transactions contemplated by this Agreement), including Liabilities for workers' compensation, severance (including statutory severance), separation, termination, or notice pay or benefits (including under COBRA), discrimination, harassment, torts, occupational illness or injury, labor agreements, employment contracts, wrongful discharge, employment or compensation policies or practices, demotions, transfers, failure to hire, failure to promote, contributions to or modifications or terminations of benefit plans, claims under the WARN Act, or any other form of accrued or contingent compensation (including wages, remuneration, compensation, benefits, severance, vacation or other paid time off and leave entitlements) and all other employment related obligations, irrespective of whether such Liabilities or claims are paid or made, as applicable, on, before or after Closing;

(g) all Liabilities for (i) Taxes relating to the Purchased Assets or the Business for any Pre-Closing Tax Period, including any Taxes for a Straddle Period allocated to Sellers or AES Corp. or any Affiliate thereof pursuant to the AES Side Letter, (ii) income, franchise, or any other Taxes based on or measured by gross or net income or receipts of any Seller or any Affiliate of any Seller (or any member of any consolidated, combined or affiliated group of which any such Seller or Affiliate thereof is a member, or of such consolidated, combined or affiliated group), (iii) for any Pre-Closing Tax Period, including any such Taxes for a Straddle Period allocated to Sellers or any Affiliate pursuant to the AES Side Letter, (x) any income, franchise or other Taxes based on or measured by gross or net income or receipts of Somerset Railroad Corporation or any of its Affiliates (or any member of any consolidated, combined or affiliated group of which Somerset Railroad Corporation is a member, or of such consolidated, combined or affiliate group) and (y) any other Taxes of Somerset Railroad Corporation or any of its Affiliates, (iv) any Taxes imposed on or with respect to any of the Owner Trusts, the Owner Participants or any of their Affiliates (or any member of any consolidated, combined or affiliated group of which any such Owner Participant or any Affiliate thereof is a member, or of such

consolidated, combined or affiliated group) for any Tax Period and (v) Seller Transfer Taxes and Title Fees;

(h) any Liability of any Seller or any of its Affiliates arising out of or in connection with a violation of any Law prior to Closing, including any violations of Law relating to occupational safety and health or discrimination on the basis of age, race, creed, color or disability;

(i) any Liability of any Seller or any of its Affiliates resulting from, caused by or arising out of, or which relate to, directly or indirectly, the ownership, lease or license of any properties or assets prior to the Closing (including any amounts due or which may become due or owing under the Designated Contracts) or other actions or omissions of any Seller or any of its Affiliates occurring prior to the Closing (other than the Determined Cure Costs relating to the Designated Contracts and any Liabilities expressly and specifically set forth on Schedule 2.3), including actions or omissions that constituted, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty or other similar authority or that relate to any Legal Proceeding commenced against any Seller, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(j) any Liabilities arising under Intercompany Loans and all promissory notes related thereto;

(k) any Liabilities with respect to outstanding checks or other instruments issued by any Seller;

(l) all Liabilities arising as a result of any Action initiated at any time, to the extent related to the Business or the Purchased Assets on or prior to the Closing Date, including any shareholder Actions, Actions for breach of contract, or any tort Actions;

(m) any Liabilities arising from the operation of any successor or transferee liability Laws, including, without limitation, "bulk sales" statutes, to the extent that non-compliance therewith or the failure to obtain necessary clearances would subject Trustee or NewCo or the Purchased Assets to the claims of any creditors of any Seller, or would subject any of the Purchased Assets to any Liens or other restrictions (except for Permitted Exceptions);

(n) all Liabilities pursuant to Environmental Law arising from operation of the Business or the Facilities or the ownership of the Purchased Assets, Somerset Railroad Corporation or any other assets prior to the Closing Date, other than the Liabilities expressly assumed in Section 2.3(a)(iv) of this Agreement, and including, without limitation, all Liabilities related to actions or circumstances at, on or from any real property or facility not conveyed to NewCo pursuant to this Agreement;

(o) all Liabilities relating to amounts required to be paid by Sellers hereunder or any other Liability of any Seller under this Agreement, any Transaction Document or any other document executed in connection herewith;

(p) any Liability related to, resulting from or arising out of acts or omissions of any Seller or any of its Affiliates or Representatives occurring after the Closing;

(q) any Liability related to any Claim (as defined in the Bankruptcy Code) arising prior to the Petition Date and not expressly assumed pursuant to this Agreement;

(r) all Liabilities of Sellers related to the right to or issuance of any capital stock of, or other equity interest in, any Seller, including any stock options or warrants;

(s) any Liability to any shareholder or other equity holder of any Seller; and

(t) any Liability of any Seller or any Affiliate of Seller not expressly and specifically included among the Assumed Liabilities.

Section 2.5 Determined Cure Costs.

Prior to the date hereof, Sellers have provided to NewCo a schedule listing each assignable Contract to which any Seller or Somerset Railroad Corporation is a party and setting forth a good faith estimate of all Cure Costs for each such Contract in accordance with the Sale Procedures Order ("Cure Schedule"). Pursuant to Section 7.3(b), NewCo shall be entitled, in its sole discretion, by written notice to Sellers up to three (3) Business Days prior to the Closing Date, to elect not to purchase or assume one or more of such assignable Contracts, in which case such Contract shall be considered an Excluded Contract (and not included in the Purchased Assets) for all purposes of this Agreement and neither Trustee nor NewCo shall have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Contract listed by Seller on the Cure Schedule that NewCo does not elect to identify as an Excluded Contract pursuant to the preceding sentence shall be an "Assumed Contract". NewCo agrees to promptly satisfy all Determined Cure Costs in respect of each Assumed Contract as and when such Determined Cure Costs become due under the Sale Order and pursuant to Section 7.3 hereof.

Section 2.6 Further Conveyances and Assumptions.

(a) From time to time following the Closing, and except as prohibited by Law, Sellers shall, or shall cause their respective controlled Affiliates to, make available to NewCo such non-confidential data in personnel records of Transferred Employees as is reasonably necessary for NewCo to transition such employees into NewCo's (or such assignee's) records.

(b) From time to time following the Closing, Sellers and NewCo shall, and shall cause their respective controlled Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to NewCo and its successors or assigns, all of the properties, rights, title, interests, estates, remedies, powers and privileges intended to be conveyed to NewCo under this Agreement and the Transactions Documents and to otherwise make effective the Transactions.

(c) To the extent not obtained at or prior to Closing, Sellers shall use their respective reasonable best efforts to obtain termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release Liens (other than Permitted Exceptions) on the Purchased Assets, each in form and substance reasonably satisfactory to NewCo.

(d) Nothing in this Agreement nor the consummation of the Transactions shall be construed as an attempt or agreement to transfer or assign any Purchased Asset, including any Contract, Permit or other right, which (i) is not capable of being assigned pursuant to section 365 of the Bankruptcy Code or transferred pursuant to section 363 of the Bankruptcy Code to NewCo at the Closing, or (ii) the transfer or assignment of which would result in a violation of any applicable Law.

Section 2.7 Assignment of Contracts and Rights; Designation Right Contracts.

(a) To the extent that any Contract or Permit or other asset to be sold, transferred, conveyed or assigned (any sale, transfer, conveyance or assignment, a "Transfer") to NewCo pursuant to the terms of Section 2.1 is not capable of being Transferred to NewCo (after giving effect to the Sale Order) without the Consent of a third Person, or if such Transfer or attempted Transfer would, or if the subsequent Transfer or attempted Transfer of the equity interests of NewCo would, constitute a breach thereof or a violation of any Law, nothing in this Agreement or in any document, agreement or instrument delivered pursuant to this Agreement will constitute a Transfer or an attempted Transfer thereof prior to the time at which all Consents necessary for such Transfer (such Consents, "Required Consents") have been obtained unless an Order of the Bankruptcy Court effects such Transfer without any such Required Consents.

(b) Subject to Section 10.1(d), to the extent that any Required Consent with respect to any Designated Contract is not obtained by the Closing, Sellers will use their reasonable best efforts, and NewCo shall use its commercially reasonable efforts to cooperate with Sellers, to obtain such Required Consent, and each Seller will, from and after the Closing and until the date on which such Required Consent is obtained, use commercially reasonable efforts during the term of such Contract to (i) provide to NewCo the benefits under such Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract in trust for NewCo pending receipt of the Required Consent) designed to provide such benefits to NewCo, and (iii) enforce for the account of NewCo any rights of such Seller under such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the direction of NewCo); provided, however, that no Party shall be obligated to provide any financial accommodation or other consideration of any nature to any Person to facilitate obtaining any Required Consent. NewCo will cooperate with the applicable Sellers in order to enable Sellers to provide to NewCo hereunder the benefits contemplated by this Section 2.7(b) and, provided that such benefits are conferred upon NewCo, NewCo will reimburse Sellers for any amount NewCo would have been required to pay under any such Contract had the Contract been assigned (after obtaining all Required Consents) to NewCo at the Closing.

Section 2.8 Bulk Sales Laws.

NewCo hereby waives compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transactions contemplated hereby.

Section 2.9 Receivables.

(a) If, prior to the Closing, NewCo shall receive payment in respect of accounts receivable that are included in the Purchased Assets, then NewCo shall hold such amounts in trust for Sellers and shall promptly forward such payment to Sellers.

(b) If, following the Closing, any Seller shall receive payment in respect of accounts receivable that are included in the Purchased Assets, then such Seller shall hold such amounts in trust for NewCo and shall promptly forward such payment to NewCo.

Section 2.10 Relinquishment of Control.

At the Closing, Sellers shall turn over actual possession and control of all of the Purchased Assets to NewCo by taking such action that may be required or reasonably requested by NewCo to effect such transfer of possession and control.

ARTICLE III

CONSIDERATION

Section 3.1 Consideration.

(a) The aggregate consideration (the "Indenture Assets Purchase Price") for the sale, transfer, assignment, conveyance and delivery by Sellers of the Indenture Purchased Assets (other than the stock of Somerset Railroad Corporation the consideration for which is set forth in Section 3.1(c) below) shall consist of certain Lessor Note Indebtedness in the aggregate principal amount of the Credit Bid (the "Credit Bid Indebtedness") to be surrendered by the Trustee pursuant to the Sale Order in connection with a credit bid under Section 363 of the Bankruptcy Code.

(b) The aggregate consideration (the "Non-Indenture Assets Purchase Price") for the sale, transfer, assignment, conveyance and delivery by Sellers to NewCo of the Non-Indenture Purchased Assets shall consist of:

(i) cash in an amount equal to five million dollars ($5,000,000), subject to (A) upward adjustment by the amount of any Positive Coal/AR Balance, and (B) downward adjustment by the amount of any Negative Coal/AR Balance (such amount as so adjusted, the "Cash Consideration") to be paid at Closing; provided, however, to the extent the Negative Coal/AR Balance exceeds $3,750,000, the Sellers shall pay in cash the amount of such excess to the Trustee at Closing (such excess, the "Seller Closing Obligation"); *plus*

(ii) the assumption at the Closing by NewCo of the Assumed Liabilities from Sellers, including the assumption of the obligation to pay to the applicable counterparties of the Assumed Contracts an amount equal to the Determined Cure Costs payable by NewCo under Section 7.3(c); *plus*

(iii) the balance of cash in the Depositary Accounts as of the Petition Date (approximately $8,500,000), which the Parties agree has been made available for the Sellers' use as of the Settlement Approval Date (as such term is defined in the Settlement Agreement); *plus*

(iv) the payment by NewCo of the Employee Bonuses; provided, however, that if the Employee Bonuses are paid by the Sellers before the Closing, then NewCo shall reimburse the Sellers in full for the Employee Bonuses at Closing; *plus*

(v) (x) if the Closing occurs on or prior to April 30, 2012, additional cash consideration to be paid at Closing equal to 50% of the Operating Losses, if any, of Sellers for the period from April 1, 2012 through and including the earlier of the Closing and April 30, 2012; and (y) if the Closing does not occur on or prior to April 30, 2012, additional cash consideration to be paid at Closing equal to (i) 50% of the Operating Losses, if any, of Sellers for the period from April 1, 2012 through and including April 30, 2012 and (ii) 100% of the Operating Losses, if any, of Sellers for the period from May 1, 2012 to the Closing Date, in each case in accordance with a budget of expenditures delivered by the Sellers to the Trustee on or before the seventh (7th) calendar day prior to the first (1st) calendar day of the next applicable calendar month in form and substance reasonably acceptable to the Trustee and the Sellers, which budget shall include capital expenditures agreed upon by the Trustee and NewCo and Sellers' overhead at a market rate to be agreed upon by the Sellers, NewCo and the Trustee, but not restructuring costs for such period, and be supported by reasonably sufficient detail, which detail may be reasonably requested by the Trustee or NewCo; provided, however, that NewCo shall not be obligated to pay any such additional cash consideration if the Closing does not occur; *plus*

(vi) NewCo shall reimburse the Sellers for the pro-rata portion of any insurance premiums that Sellers paid to the insurers prior to Closing under those new insurance policies listed on Schedule 3.1(b)(vi) (as such Schedule may be updated prior to Closing upon the written consent of the Parties) that are reasonably acceptable to NewCo and attributable to the post-Closing period (provided, that the Parties may agree to adjust such reimbursement amounts to achieve a reasonably satisfactory assumption); *plus*

(vii) NewCo shall reimburse Sellers for all payments of principal made by Sellers or Somerset Railroad Corporation after the Petition Date and prior to the Closing under the Somerset Railroad Credit Facility up to a maximum amount of $464,285.71.

(c) The aggregate consideration for the sale, transfer, assignment, conveyance and delivery by Sellers to NewCo of all of the outstanding capital stock of Somerset Railroad

Corporation (the "Somerset Railroad Purchase Price") shall consist of cash in an amount equal to $2,100,000 to be paid at Closing in accordance with Section 3.2(b).

Section 3.2 Payment of Purchase Price; Closing Actions.

(a) At the Closing, the Purchase Price shall be delivered to Sellers as follows:

(i) NewCo shall pay to Lead Seller (on behalf of all Sellers), by wire transfer of immediately available funds, the Cash Consideration, which shall be disbursed by Lead Seller in the manner set forth in the Sale Order, or, if applicable, Sellers shall pay to NewCo the Seller Closing Obligation;

(ii) Trustee shall surrender and release the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets, and concurrently, such right to receive the Indenture Purchased Assets shall be assigned and transferred to NewCo (or one or more of NewCo's subsidiaries as directed by NewCo), prior to the Sellers' transfer of title to and possession of the same to the Trustee, and effective as of Closing, Sellers shall transfer directly to NewCo (or one or more of NewCo's subsidiaries as directed by NewCo) as transferee of record, and without the Trustee taking title to or possession of the same, all of Sellers' right, title and interest in and to the Indenture Purchased Assets, and each of the Sellers and NewCo shall waive and release the Trustee from any claims, obligations and liabilities with respect to such Indenture Purchased Assets;

(iii) to the extent the Employee Bonuses have been paid by Sellers prior to the Closing Date, NewCo shall reimburse Sellers, by wire transfer of immediately available funds, the amounts of such Employee Bonuses;

(iv) NewCo shall pay to Lead Seller (on behalf of all Sellers), by wire transfer of immediately available funds, an amount equal to the Estimated Operating Losses;

(v) Notwithstanding any provision of this Agreement to the contrary, NewCo shall be entitled to deduct or withhold from the consideration otherwise payable to Sellers under this Agreement such amounts as NewCo is required to deduct or withhold under Law. If NewCo so deducts or withholds any such amount, such amount shall be treated for all purposes of this Agreement as having been paid to the applicable Seller in respect of which NewCo made the deduction or withholding.

(b) At the Closing, the Selling Debtors shall:

(i) Segregate the Somerset Railroad Purchase Price on account of the secured claims of The Bank of Nova Scotia, as the administrative agent (the "Surety Administrative Agent"), for the benefit of the lenders (the "Surety Lenders") under that certain Letter of Credit and

Reimbursement Agreement dated as of August 4, 2006 (the "Surety LC Agreement"), which amount shall be paid over to the Surety Administrative Agent, in cash, in full and final satisfaction of any and all secured claims of each of the Surety Lenders and the Surety Administrative Agent under the Surety LC Agreement under section 506(a) of the Bankruptcy Code (and only to the extent such claims are held in their capacity as Surety Lender); provided, however, that the Selling Debtors shall not make the foregoing payment to the Surety Administrative Agent unless and until NewCo has satisfied the Somerset Railroad Credit Facility as provided in Section 2.3(a) of this Agreement. For the avoidance of doubt, the Surety Agent on behalf of the Surety Lenders shall also have an allowed general unsecured claim of $10,000,000 against the Lead Seller in accordance with Section 2.5 of the Settlement Agreement;

(ii) Deposit $1,250,000 in cash in the Post-Closing Escrow Account. If, as of nine (9) months from the Closing Date, NewCo has incurred certain post-closing severance costs as specified in the agreement governing the Post-Closing Escrow Account, one-half of such costs shall be paid from the Post-Closing Escrow Fund. Any unapplied funds remaining in the Post-Closing Escrow Account after such nine (9) month period shall be returned to the Selling Debtors; and

(iii) Deposit $1,500,000 into the Trust Escrow Account.

(c) At the Closing, the Sellers shall pay to CWT and RPA all accrued and unpaid Professional Expenses in accordance with the Settlement Agreement.

Section 3.3 Purchase Price Allocation.

If and to the extent that any of the Sellers files any Tax Returns, Sellers agree to (a) file such Tax Returns in accordance with the allocation of Purchase Price and Tax Allocation Schedule agreed to by NewCo and AES Corp. in the AES Side Letter and (b) take no position contrary thereto unless (and only to the extent) otherwise required by applicable Law.

Section 3.4 Adjustment to Purchase Price.

At least two (2) business days prior to the Closing, Sellers shall provide to NewCo a written statement showing a good faith estimate of Operating Losses payable pursuant to Section 3.1(b)(v) (the "Estimated Operating Losses"), which Estimated Operating Losses shall be paid by NewCo on Closing less the amount of any Operating Losses which NewCo has paid in advance in accordance with Section 3.1(b)(v)(y)(ii). Within thirty (30) days after the Closing, if (i) the Transition Services Agreement shall have been entered into, NewCo shall provide to Sellers, or (ii) the Transition Services Agreement shall not have been entered into, Sellers shall provide, a final calculation of Operating Losses to be paid pursuant to Section 3.1(b)(iv) (the "Statement of Operating Losses") together with reasonable supporting documentation with respect thereto. Within fifteen (15) days of the non-preparing party's receipt of the Statement of Operating Losses, the non-preparing party may dispute, in good faith, the preparing party's

calculation of Operating Losses by notifying the preparing party in writing of the disputed amount(s) and setting forth, in reasonable detail in the Statement of Dispute, the basis for such dispute (the "Statement of Dispute"). The Parties shall work in good faith to resolve any such dispute. If the Parties are not able to resolve such dispute within five (5) days, the Statement of Operating Losses and the Statement of Dispute shall be submitted to an independent accounting firm mutually agreed upon by Lead Seller and NewCo within ten (10) days. The independent accounting firm will, within thirty (30) days after such submission, determine and report to NewCo and Lead Seller its written findings with respect to the amount of Operating Losses, and such independent accounting firm's determination will constitute the final non-appealable, binding and conclusive resolution of the dispute over the Statement of Operating Losses. The non-prevailing party, as determined by the independent accounting firm, shall pay the fees and expenses of the independent accounting firm. If the non-preparing party does not deliver a Statement of Dispute to NewCo within fifteen (15) days from their receipt of the Statement of Operating Losses, such Statement of Operating Losses delivered by the preparing party shall be deemed final. Within two (2) Business Days of the final determination of the Operating Losses (either through the non-preparing party's approval of the preparing party's calculation, the Parties agreement as to the final Operating Losses following a dispute, the independent auditor's finding or the expiration of the 15 day period referred to in the preceding sentence) if (A) the Operating Losses were greater than the Estimated Operating Losses, NewCo shall pay to Sellers the amount of such difference, or (B) the Operating Losses were less than the Estimated Operating Losses, Sellers shall pay to NewCo the amount of such difference.

ARTICLE IV

CLOSING AND TERMINATION

Section 4.1 Closing Date.

Subject to the satisfaction of the conditions set forth in Section 10.1, Section 10.2 and Section 10.3 (or the waiver thereof by the applicable Parties entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, NY 10153 (or at such other place as the Parties may designate in writing) at 12:00 p.m. (Eastern Time) on the date that is the first Business Day following the satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the Parties. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of Sellers in the Purchased Assets to be acquired by NewCo hereunder shall be considered to have passed to NewCo as of 12:01 a.m. (Eastern Time) on the Closing Date.

Section 4.2 Deliveries by Sellers.

(a) At the Closing, Sellers shall deliver to NewCo:

(i) a duly executed bill of sale in the form attached hereto as Exhibit A (the "Purchased Assets Bill of Sale") in favor of NewCo with respect to the Indenture Purchased Assets;

(ii) a duly executed bill of sale in the form attached hereto as Exhibit B in favor of NewCo with respect to the Non-Indenture Purchased Assets;

(iii) (A) duly executed assignment and assumption agreement by and among Sellers and NewCo in the form attached hereto as Exhibit C; (B) duly executed assignments of the U.S. patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications included in the Purchased Intellectual Property, in a form suitable for recording in the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as applicable; and (C) assignments of the Intellectual Property Licenses that are Designated Contracts (collectively, the "Assignment and Assumption Agreement");

(iv) the officer's certificate required to be delivered pursuant to Section 10.1(a) and Section 10.1(b);

(v) Intentionally Omitted.

(vi) copies of resolutions of the board of directors (or equivalent governing body) of each Seller authorizing and approving the execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the performance by such Seller of its obligations hereunder and thereunder, certified by a duly authorized officer of such Seller;

(vii) an incumbency certificate dated the Closing Date for each Seller executed by the Secretary of such Seller which shall identify the names and titles and bear the signatures of the officers of such Seller individually authorized to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party;

(viii) termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release Liens (other than Permitted Exceptions) on the Indenture Purchased Assets and the Non-Indenture Purchased Assets (including the equity or assets of Somerset Railroad Corporation), each in form and substance reasonably satisfactory to NewCo and duly executed by any holders of such Liens;

(ix) evidence of the payment by Sellers of any Employee Bonuses

prior to the Closing;

(x) a certified copy of the Sale Order;

(xi) payment of the Seller Closing Obligations, if applicable;

(xii) payment of the Professional Expenses in accordance with the Settlement Agreement;

(xiii) evidence of the deposit by Sellers of (a) $1,250,000 in cash in the Post-Closing Escrow Account, and (b) $1,500,000 in cash in the Trust Escrow Account;

(xiv) special warranty or similar deeds in proper statutory form for recording and in form and substance reasonably satisfactory to NewCo conveying good and marketable title to the Owned Properties;

(xv) the releases of the Sellers contemplated by Section 11.2 and 11.3 of the Settlement Agreement;

(xvi) stock certificates representing all of the issued and outstanding shares of Somerset Railroad Corporation, duly endorsed in blank or accompanied by stock transfer powers ; and

(xvii) all other agreements, certificates and instruments of conveyance and transfer, in form and substance reasonably acceptable to NewCo (including estoppel certificates, subordination and non-disturbance agreements, and customary affidavits and indemnity agreements reasonably requested by a title company providing title insurance with respect to the Seller Properties in favor of NewCo or its designee), as may be necessary to convey the Indenture Purchased Assets and the Non-Indenture Purchased Assets to NewCo or reasonably requested by NewCo.

Section 4.3 Deliveries by NewCo and Trustee.

(a) At the Closing, Trustee shall deliver, or cause to be delivered, to Sellers, instruments and agreements in a form reasonably satisfactory to Sellers (i) releasing and surrendering the Credit Bid Indebtedness and (ii) evidencing the release by the Trustee of all right, title and interest to any cash remaining in the Deutsche Bank Depository Accounts.

(b) At the Closing, NewCo shall deliver, or cause to be delivered, to Sellers:

(i) the Cash Consideration and other amounts required to be paid by NewCo pursuant to Sections 3.1(b)(i), 3.1(b)(iv), 3.1(b)(v), 3.1(b)(vi) and 3.1(c), if any;

(ii) the Assignment and Assumption Agreement duly executed by NewCo;

(iii) If, prior to Closing, Sellers enter into new insurance policies reasonably acceptable to NewCo covering the Purchased Assets, and if such insurance policies provide that they are assignable to NewCo, NewCo shall reimburse the Sellers for the pro-rata portion of any insurance premiums for such insurance policies that Sellers paid to the insurers under such policies prior to Closing and that are attributable to the post-Closing period;

(iv) the officer's certificate required to be delivered pursuant to Section 10.2(a) and Section 10.2(b); and

(v) the releases contemplated by Section 11.1 of the Settlement Agreement.

Section 4.4 Termination of Agreement.

This Agreement may (or, as applicable, shall) be terminated at any time prior to the Closing:

(a) by Trustee, NewCo, or Sellers, if the Closing shall not have occurred by the close of business on September 30, 2012 (the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Trustee or NewCo, on the one hand, or Sellers, on the other hand, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(b) at any time on or after May 1, 2012 by Sellers if the Closing Date has not occurred, unless NewCo agrees, in writing, prior to April 30, 2012, to make advance monthly payments to cover Operating Losses from May 1, 2012 until the occurrence of the Closing Date and shall have funded such amounts;

(c) by mutual written consent of Sellers, NewCo, and Trustee;

(d) by Trustee or NewCo, if any of the conditions to the obligations of Trustee or NewCo set forth in Section 10.1 and Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by either Trustee or NewCo of any covenant or agreement contained in this Agreement, and such condition is not waived by both Trustee and NewCo;

(e) by Sellers, if any condition to the obligations of Sellers set forth in Section 10.2 and Section 10.3 shall have become incapable of fulfillment other than as a result of a breach by any Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(f) by Trustee or NewCo, if there shall be a material breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) Business Days after the giving of written notice by Trustee or NewCo to Sellers of such breach and (ii) the Termination Date;

(g) by Trustee or NewCo, if the Sale Order with respect to the Transactions has been entered and all other conditions to Closing have been satisfied or waived by the applicable Party and (i) Trustee and NewCo have provided Sellers with written notice that they are prepared to consummate the Transactions and (ii) the Closing Date does not occur within two (2) Business Days of Trustee and NewCo providing Sellers with such notice;

(h) by Sellers, if there shall be a material breach by Trustee or NewCo of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or Section 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) Business Days after the giving of written notice by Sellers to Trustee and NewCo of such breach and (ii) the Termination Date;

(i) by Sellers, Trustee or NewCo, if there shall be in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions; it being agreed that the Parties shall promptly appeal any adverse determination which is not non-appealable (and shall pursue such appeal with reasonable diligence); or

(j) by Trustee or NewCo, if the Sale Order has not been entered by the Bankruptcy Court on or before April 15, 2012;

(k) by Trustee or NewCo, if for any reason Trustee is unable to credit bid the Credit Bid Indebtedness in payment of the Indenture Assets Purchase Price as set forth in Section 3.1(a);

(l) by Trustee or NewCo, if any of the Chapter 11 Cases are dismissed or converted to a case under chapter 7 of the Bankruptcy Code for any reason;

(m) by Trustee or NewCo, if the Sale Procedures Order or the Sale Order is modified in any manner that is materially adverse to Trustee or NewCo without the consent of Trustee and NewCo (which consent may be withheld or waived in the Trustee's or NewCo's sole discretion);

(n) by Sellers, if the Sale Procedures Order or the Sale Order is modified in any manner that is materially adverse to the Sellers without the consent of the Sellers (which consent may be withheld or waived in the Sellers' sole discretion); and

(o) by Trustee, NewCo or Sellers, if the Bankruptcy Court shall enter an order approving a Competing Bid or any sale or other disposition of any material portion of Sellers' assets and properties relating to the Business to a Person other than Trustee and/or NewCo, or Sellers publicly announce the selection of a Person other than Trustee and/or NewCo as the Successful Bidder (as defined in the Sale Procedures Order) in the Auction,

provided, however, in each case the right to terminate this Agreement under this Section 4.4 will not be available to any Party to this Agreement whose material breach of any of its obligations under this Agreement has been a principal cause of, or resulted in, the failure of a condition to the Closing pursuant to Article X.

Section 4.5 Procedure Upon Termination.

In the event of termination and abandonment of this Agreement by Trustee, NewCo or Sellers, pursuant to Section 4.4 and except as set forth herein, written notice thereof shall forthwith be given to the other Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Trustee, NewCo or Sellers. If this Agreement is terminated as provided herein each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

Section 4.6 Effect of Termination.

In the event that this Agreement is validly terminated as provided herein, this Agreement shall become wholly void and of no further force and effect and such termination shall be without liability to Trustee, NewCo or Sellers, or any of their respective Affiliates or Representatives, and each shall be fully released and discharged from any Liability arising under this Agreement after the date of such termination; provided, however, that the provisions of Article I, Section 4.5, this Section 4.6, Section 8.5, Section 8.7, Section 9.3, Article XI and Article XII of this Agreement shall survive any such termination and shall be enforceable hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the corresponding sections or subsections of Sellers' Disclosure Schedule, Sellers jointly and severally hereby represent and warrant to Trustee and NewCo as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 5.1 Organization and Good Standing.

(a) Each Seller is a corporation, limited partnership or limited liability company, as the case may be, duly organized, validly existing and, except as a result of the commencement of the Chapter 11 Cases, in good standing under the Laws of the jurisdiction of its incorporation, formation or organization, and, subject to obtaining the approval of the Bankruptcy Court, has all necessary power and authority to enter into this Agreement and each of the other Transaction Documents, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. Each Seller has all necessary power and authority to own, lease, operate and conduct its respective businesses, properties and assets as now being conducted. Each Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its respective business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing has resulted from the commencement or continuance of the Chapter 11 Cases.

(b) No Seller has any Subsidiaries, except as set forth on Schedule 5.1(b).

Section 5.2 Authorization of Agreement.

Subject to the entry of the Sale Order from the Bankruptcy Court, and except as otherwise disclosed in Schedule 5.2, the execution and delivery of this Agreement and each of the other Transaction Documents to be executed by each Seller (the "Seller Documents"), the performance by each Seller of its obligations under this Agreement and each Seller Document, and the consummation by each Seller of the Transactions have been duly authorized by all requisite action on the part of such Seller and no other action or proceeding on the part of any Seller is necessary to authorize the execution and delivery of this Agreement and each of the other Seller Documents by each Seller, or the consummation of the Transactions. This Agreement has been, and upon their execution, the other Seller Documents will be at or prior to Closing, duly executed and delivered by each Seller, and (assuming due authorization, execution and delivery by Trustee and NewCo), subject to the approval of the Bankruptcy Court, this Agreement constitutes, and, upon their execution, the other Seller Documents shall constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 5.3(a), none of the execution and delivery by Sellers of this Agreement or any of the other Seller Documents, the consummation of the transactions contemplated hereby or thereby, or compliance by any Seller with any of the provisions hereof or thereof will materially conflict with, or result in any material violation of or material default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the Organizational Documents of any Seller; (ii) subject to entry of the Sale Order, any Contract or Permit to which any Seller is a party or by which any of the properties or assets of any Seller are bound; (iii) subject to entry of the Sale Order, any Order of any Governmental Body applicable to any Seller or any of the properties or assets of any Seller as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law.

(b) Except as set forth on Schedule 5.3(b), no material consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person is required on the part of any Seller in connection with the execution and delivery of this Agreement or the other Seller Documents, the compliance by any Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by any Seller of any other action contemplated pursuant to the Transaction Documents, except for (i) the entry of the Sale Order and (ii) the entry of the Sale Procedures Order.

Section 5.4 Financial Statements.

Sellers have delivered to Trustee and NewCo true and correct copies in all material respects of (i) the audited consolidated balance sheets of the Lead Seller as at December 31, 2010, December 31, 2009 and December 31, 2008, and the related audited consolidated statements of income and of cash flows of Lead Seller for the years then ended and (ii) the unaudited consolidated balance sheet of Lead Seller as at September 30, 2011 and the related consolidated statement of income and cash flows of Lead Seller for the nine month period then ended (such audited and unaudited statements, including the related notes and schedules thereto, are referred to herein as the "Financial Statements"). Each of the Financial Statements has been prepared in accordance with GAAP consistently applied without modification of the accounting principles used in the preparation thereof throughout the periods presented and presents fairly in all material respects the consolidated financial position, results of operations and cash flows of Lead Seller as of the dates and for the periods indicated therein, subject to normal year-end adjustments and the absence of complete notes in the case of the unaudited statements. For the purposes hereof, the audited consolidated balance sheet of Lead Seller as at December 31, 2010 is referred to as the "Balance Sheet" and December 31, 2010 is referred to as the "Balance Sheet Date."

Section 5.5 No Undisclosed Liabilities.

No Seller has any Indebtedness, or Liabilities of any kind that would have been required to be reflected in, reserved against or otherwise described in the Balance Sheet or the notes thereto in accordance with GAAP other than Liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date, Liabilities under this Agreement and Excluded Liabilities.

Section 5.6 Title to Purchased Assets.

(a) Except as set forth in Schedule 5.6, and other than the real property subject to the Real Property Leases, intellectual property licensed to Sellers and the personal property subject to the Personal Property Leases, and after giving effect to Section 2.2 of the Settlement Agreement, Sellers own each of the Purchased Assets, and, subject to the entry of the Sale Order and the order approving the Settlement Agreement, NewCo will be vested to the fullest extent permissible under Section 363(f) of the Bankruptcy Code with good title to the Purchased Assets free and clear of all Liens other than Permitted Exceptions.

(b) The Purchased Assets, together with all of the Sellers' agreements hereunder and under the Seller Documents, constitute all of the assets, rights and services used by Sellers to operate the Business as it is currently operated, other than Excluded Assets.

Section 5.7 Absence of Certain Developments.

Except as expressly contemplated by this Agreement or as set forth on Schedule 5.7, since the Balance Sheet Date, (a) Sellers have conducted the Business only in the Ordinary Course of Business and (b) there has not been any (i) Material Adverse Effect or (ii) sale, assignment, transfer, lease or license (other than a Permitted Exception) of or on any of the

tangible assets related to, in or held for use in the Business, except in the Ordinary Course of Business.

Section 5.8 Taxes.

The following representations and warranties relate to all Taxes other than U.S. federal, state and local income and franchise Taxes ("Income Taxes"):

(a) Except as set forth in Schedule 5.8 hereto, Sellers and Somerset Railroad Corporation have (i) timely filed, or have caused to be timely filed, with the appropriate Tax Authorities all material Tax Returns required to be filed by or with respect Somerset Railroad Corporation, the Purchased Assets or the Business (taking into account any validly obtained extensions of time to file), and (ii) timely paid all amounts of material Taxes owing, regardless of whether shown on a filed Tax Return. During the preceding five (5) years, no claim has been made by a Governmental Body in a jurisdiction where the Sellers or the Somerset Railroad Corporation do not file Tax Returns that any Seller, with respect to the Purchased Assets or the Business, or the Somerset Railroad Corporation is or may be subject to taxation by such jurisdiction. No issues were raised by a Tax Authority in any audit, investigation or administrative or judicial proceeding of any Seller, with respect to the Purchased Assets or the Business, or the Somerset Railroad Corporation, or to the knowledge of any Seller or Somerset Railroad Corporation, any Owner Participant, relating to Taxes that would reasonably be expected to recur in a future Tax period.

(b) Except for Taxes that are not yet due or payable (which are identified on Schedule 5.8 hereto), there are no liens for Taxes with respect to the Purchased Assets or the Business or on, or with respect to, any assets, or the stock, of Somerset Railroad Corporation.

(c) No Tax allocation, Tax sharing or Tax indemnity or similar agreement or arrangement is in effect, in each case, with respect to the Purchased Assets or the Business, or Somerset Railroad Corporation that would, in any manner, bind, obligate or otherwise restrict NewCo or Somerset Railroad Corporation.

(d) Somerset Railroad Corporation has not waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. Somerset Railroad Corporation has withheld and paid all Taxes required to be withheld and paid in connection with any amount paid or owing to any employee, independent contractor, creditor, stockholder or third party. No Tax audit or Tax proceeding is pending or being conducted with respect to Somerset Railroad Corporation.

Section 5.9 Real Property.

(a) Schedule 5.9 sets forth a true, correct and complete list and legal description (to the extent applicable) of (i) all real property and interests in real property owned in fee by Sellers (after giving effect to Section 2.2 of the Settlement Agreement and including any and all Improvements located on any such real property) (individually, an "Owned Property" and collectively, the "Owned Properties"), and (ii) all real property and interests in real property leased, subleased, licensed or otherwise used or occupied by one or more Sellers (after giving effect to Section 2.2 of the Settlement Agreement) (individually, a "Real Property Lease" and

collectively, the "Real Property Leases" and, together with the Owned Properties, being referred to herein individually as a "Seller Property" and collectively as the "Seller Properties") as lessee, sublessee, licensee, lessor, sublessor or licensor, together with the parties to, and date of, each Real Property Lease and the full street address of each parcel subject to a Real Property Lease. After giving effect to Section 2.2 of the Settlement Agreement, Sellers will have good and marketable fee title to all Owned Property, free and clear of all Liens of any nature whatsoever except for (i) Liens set forth on Schedule 5.9 and (ii) the Permitted Exceptions. Sellers have made available to Trustee and NewCo true and complete copies of each Real Property Lease and any and all amendments, modifications, supplements, exhibits, restatements, guarantees and other agreements (whether written or oral), in each case related thereto. Sellers have good and marketable leasehold interests in the real property conveyed by the Real Property Leases. Each Real Property Lease is in full force and effect, and is valid, binding and enforceable in accordance with its terms. To Sellers' Knowledge, no Seller has received any written notice of any default or event that with notice or lapse of time, or both, would constitute a default by any Seller under any of the Real Property Leases. To Sellers' Knowledge, no Seller has received any written notice of any condemnation, zoning or other similar proceeding affecting any Seller Property. Neither the whole nor any material portion of any Seller Property has been damaged or destroyed by fire or other casualty.

(b) The Seller Properties constitute all of the real property related to, used in held for use in, the conduct of the Business, including all real property underlying, or related to, the assets of AES NY3 and SRC.

Section 5.10 Tangible Personal Property.

Schedule 5.10 sets forth all leases of personal property ("Personal Property Leases") involving annual payments in excess of ten thousand dollars ($10,000) relating to personal property used by any Seller in the Business or to which any Seller is a party or by which the properties or assets of any Seller are bound. No Seller has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Seller under any of the Personal Property Leases.

Section 5.11 Intellectual Property.

(a) Schedule 5.11(a) sets forth a true and complete list of (i) all registered Intellectual Property exclusively used, held for use or useful in connection with the Business that is owned by any Seller (the "Owned Intellectual Property"); and (ii) all intellectual property exclusively used in connection with the Business that any Seller is licensed or otherwise permitted to use by other Persons (other than an Affiliate of such Seller) (the "Licensed Intellectual Property").

(b) Schedule 5.11(b) sets forth a true and complete list of (i) all material written Intellectual Property Licenses.

(c) Except as set forth on Schedule 5.11(c):

(i) A Seller owns all Owned Intellectual Property listed on Schedule 5.11(a) and has valid rights in and to, including rights to

manufacture, use, offer to sell, sell, publish, perform or exploit, as applicable, all other Purchased Intellectual Property as such Intellectual Property is used in the Ordinary Course of Business, in each case, free and clear of all Liens (other than Permitted Exceptions and Released Liens).

(ii) No Owned Intellectual Property is the subject of any ownership, validity, use or enforceability challenge and is maintained up to the Closing Date, and is not subject to any outstanding order, judgment or decree restricting its use or adversely affecting any Seller's rights thereto.

(iii) To Sellers' Knowledge, no Seller is violating or has, in the past three (3) years, violated any third person's intellectual property rights and there are no Actions or Legal Proceedings, pending or threatened, concerning any claim that any Seller has infringed, diluted, misappropriated, or otherwise violated any intellectual property rights of any other Person.

(iv) No Seller has received any written notice of any default or any event that with notice or lapse of time, or both, would constitute a default under any Contract providing for Licensed Intellectual Property and to which any Seller is a party or by which it is bound. To Sellers' Knowledge, no Person is infringing, diluting, misappropriating or otherwise violating any Purchased Intellectual Property.

(v) No Person other than a Seller has any ownership interest in, or a right to receive a royalty or similar payment with respect to, any of the Owned Intellectual Property.

(vi) No Seller has entered into any agreement to indemnify any other Person against any charge of infringement of any third party intellectual property, including Licensed Intellectual Property, except for customary infringement indemnities agreed to in the Ordinary Course of Business and included as part of any contracts for the license or sale of intellectual property, products or services. No Seller has entered into any agreement granting any third party the right to bring infringement actions or otherwise to enforce rights with respect to the Owned Intellectual Property or pursuant to which any Seller has agreed not to sue or otherwise enforce any legal rights with respect to Owned Intellectual Property.

(vii) Sellers have used commercially reasonable efforts to protect the confidentiality of any material Trade Secrets and other material confidential and proprietary information included in the Purchased Intellectual Property.

Section 5.12 Material Contracts.

(a) Schedule 5.12 sets forth all of the following Contracts to which a Seller or any of its controlled affiliates or the Somerset Railroad Corporation is a party or by which it is

bound and that are related to the Business or by which NewCo or the Purchased Assets may be bound or affected (collectively, the "Material Contracts"):

(i) Contracts with any Affiliate or current or former officer or director of any Seller or the Somerset Railroad Corporation (other than Contracts made in the Ordinary Course of Business on terms generally available to similarly situated non-affiliated parties);

(ii) Contracts with any labor union or association representing any Employees, including each Labor Agreement;

(iii) Contracts for the sale of any of the assets of any Seller or the Somerset Railroad Corporation, other than in the Ordinary Course of Business, for consideration in excess of ten thousand dollars ($10,000);

(iv) Contracts relating to the acquisition by any Seller or the Somerset Railroad Corporation of any operating business or the capital stock of any other Person, in each case for consideration in excess of ten thousand dollars ($10,000) or relating to a joint venture involving the Business or any of the Purchased Assets;

(v) Contracts relating to incurrence of Indebtedness, guarantees or loans, in each case involving amounts in excess of ten thousand dollars ($10,000);

(vi) Contracts with Employees providing for severance, retention, change in control or similar payments;

(vii) Contracts that, by their specific terms, require that transferees of the Facilities or the Purchased Assets be made a party thereto;

(viii) Contracts for the employment of any individual on a full-time, part-time or consulting or other basis providing annual compensation in excess of ten thousand dollars ($10,000);

(ix) Contracts that restrain, restrict, limit or impede the ability of NewCo to compete with or conduct any business or line of business in any geographic area; or

(x) Contracts which involve the expenditure of more than ten thousand dollars ($10,000) in the aggregate or require performance by any party more than one year from the date hereof that, in either case, are not terminable by a Seller or the Somerset Railroad Corporation without penalty on less than 180 days' notice.

(b) Except as set forth on Schedule 5.12(b), no Seller has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Seller or the Somerset Railroad Corporation under any Material Contract.

(c) Each of the Material Contracts is in full force and effect and is the legal, valid and binding obligation of one or more Sellers or the Somerset Railroad Corporation, enforceable against (i) such Seller(s) or Somerset Railroad Corporation in accordance with its terms, subject to the terms of the Sale Order and applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and (ii) to Sellers' Knowledge, each other party thereto. Sellers have delivered or otherwise made available to Trustee and NewCo true, correct and complete copies of all of the Contracts listed on Schedule 5.12, together with all amendments, modifications, supplements, exhibits and restatements thereto, other than with respect to purchase orders, provided that Sellers have delivered to NewCo prior to the date hereof a list of all purchase orders and copies of those purchase orders requested by NewCo. Subject only to the satisfaction of the Determined Cure Costs applicable to such Contracts and the entry of the Sale Order, each Designated Contract may be assumed and assigned to NewCo pursuant to section 365 of the Bankruptcy Code.

Section 5.13 Employee Benefits.

(a) Schedule 5.13(a) lists: (i) all "employee benefit plans", as defined in Section 3(3) of ERISA, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, equity or equity-based compensation, or deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs maintained by any Seller or to which any Seller contributed or is obligated to contribute thereunder for current or former Employees (the "Employee Benefit Plans"), and (ii) all "employee pension plans", as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, maintained by any Seller and any trade or business (whether or not incorporated) which are or have ever been under common control, or which are or have ever been treated as a single employer, with any Seller under Section 414(b), (c), (m) or (o) of the Code ("ERISA Affiliate") or to which any Seller or any ERISA Affiliate thereof, including, for the avoidance of doubt, the Somerset Railroad Corporation, contributed or has been obligated to contribute thereunder in the last six (6) years (the "Title IV Plans" and together with the Employee Benefit Plans, the "Seller Benefit Plans").

(b) Except as set forth on Schedule 5.13(b), no Seller nor any ERISA Affiliate thereof, including, for the avoidance of doubt, the Somerset Railroad Corporation, participates currently in, or has in the past six (6) years participated in, or is required currently, or in the past six (6) years has been required to, contribute to or otherwise participate in any Title IV Plan which is a multiemployer plan as defined in Section 3(37) of ERISA, or has been subject to Sections 4063 or 4064 of ERISA.

(c) Sellers and Somerset Railroad Corporation have paid all salary and wages with respect to Employees in the Ordinary Course of Business.

Section 5.14 Labor.

(a) Schedule 5.14(a) identifies each labor or collective bargaining agreement or other similar agreement or arrangement with any union, works council, trade union or other employee organization with respect to any Employee (the "Labor Agreements"). Sellers have delivered to Trustee and NewCo a current, accurate and complete copy of each Labor Agreement, including any amendments or supplements thereto or related agreements (including any side letter, supplemental agreement or memorandum of understanding that would materially alter a Labor Agreement). Sellers have informed Trustee and NewCo of all material communications and current written proposals of Sellers, the Somerset Railroad Corporation or their Affiliates, or any union in all ongoing negotiations with representatives of any unions representing any organized employee groups and all material matters on which any tentative agreements have been reached in the course of such negotiations.

(b) Except as set forth on Schedule 5.14(b), there are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to Sellers' Knowledge, threatened against or involving any Seller, the Somerset Railroad Corporation or any Employees, or (ii) unfair labor practice charges, grievances or complaints pending or, to Sellers' Knowledge, threatened by or on behalf of any Employee or group of Employees.

(c) Except as set forth in Schedule 5.14(c), there are no material grievances outstanding under any such agreement or contract; and to Sellers' Knowledge, there is no union organizing activity, petition or application pending before the National Labor Relations Board or other labor relations boards or tribunals seeking certification or any change in certification of a labor union with respect to any Employees.

(d) Except as set forth on Schedule 5.14(d), in the three years prior to the date hereof, no Seller or the Somerset Railroad Corporation has effectuated: (i) a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility; or (ii) a "mass layoff" (as defined in the WARN Act) affecting the Facilities or the Somerset Railroad.

Section 5.15 Litigation.

Except (i) as set forth on Schedule 5.15, (ii) for matters before the Bankruptcy Court involving Sellers or any of their Affiliates, and (iii) any matters that will otherwise be resolved by the Sale Order without any Liability or restriction applicable to Trustee, NewCo or the Purchased Assets, there are no Legal Proceedings or Actions pending or, to Sellers' Knowledge, threatened that relate to, or could otherwise affect, the Business or any of the Purchased Assets or Assumed Liabilities, before any Governmental Body.

Section 5.16 Compliance with Laws.

Each Seller and the Somerset Railroad Corporation are, and have, during the past three years, been in material compliance with all Laws applicable to its respective operations or assets or the Business, except with respect to Environmental Laws which are addressed in Section 5.17. No Seller or the Somerset Railroad Corporation has received any written notice of or been charged with the violation of any Laws.

Section 5.17 Environmental Matters.

(a) Except as set forth on Schedule 5.17, with sufficient specificity to be distinguished from non-responsive portions of any reference documents, and except as could not reasonably be expected to result in Seller or the Somerset Railroad Corporation incurring material Liabilities: (a) the operations of Sellers with respect to the Purchased Assets and the Somerset Railroad Corporation and the Facilities are in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all required Environmental Permits; (b) none of the Seller Properties or Facilities currently contains or releases Hazardous Materials that could reasonably be expected to give rise to undisclosed Liabilities under applicable Environmental Laws; (c) no Seller or the Somerset Railroad Corporation or any Affiliate of any of the foregoing is subject to any outstanding Order or Contract with any Governmental Body relating to any (i) Environmental Laws, (ii) Remedial Action or (iii) Release of a Hazardous Material, in each case in connection with the Business, the Purchased Assets or the Assumed Liabilities; and (d) to Sellers' Knowledge, there are no investigations of the Business, any Facility or the Somerset Railroad Corporation pending or threatened, which would reasonably be expected to result in the imposition of any liability pursuant to any Environmental Law.

(b) No liens exist pursuant to Environmental Law related to Sellers or the Somerset Railroad Corporation, the Business, the Facilities, or the Purchased Assets; and

(c) Sellers have delivered or made available to Trustee and NewCo copies of all material environmental site assessments, environmental compliance audits, and other material reports or analyses of pending or reasonably foreseeable requirements or costs to maintain or achieve compliance with Environmental Laws or Environmental Permits relating to the Business that are in Sellers' or the Somerset Railroad Corporation's possession, including without limitation all material reports or analyses concerning air emissions allowances.

(d) The representations and warranties contained in this Section 5.17 are the sole and exclusive representations and warranties of the Sellers with respect to matters arising out of or relating to Environmental Laws or Hazardous Materials.

Section 5.18 Permits.

Schedule 5.18 lists all material Permits used by Sellers and the Somerset Railroad Corporation in the Business. Sellers and the Somerset Railroad Corporation hold all of such Permits and each such Permit is in full force and effect and has not expired. There are no proceedings are pending or, to Sellers' Knowledge, threatened, the object of which is to revoke, limit or otherwise affect any such Permit.

Section 5.19 Financial Advisors.

Except as set forth on Schedule 5.19, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any Seller, or the Somerset Railroad Corporation or any of their Affiliates in connection with the Transactions and no Person is entitled to any fee or commission or like payment from Trustee or NewCo or any of their respective Affiliates in respect thereof.

Section 5.20 Insurance.

Set forth on Schedule 5.20 is an accurate and complete list of all material policies of insurance (by policy number, insurer, expiration date and type and amount of coverage) by which the Purchased Assets are covered as of the date hereof, including self insurance (each an "Insurance Contract"). Sellers are in material compliance with the terms and provisions of such policies and all premiums due and payable with respect thereto have been paid. Sellers have not received a written notice of cancellation or termination of any such policy. Except as set forth on Schedule 5.20, all such policies are in full force and effect and there are no material claims pending as of the date hereof under any of such policies where underwriters have reserved their rights or disclaimed coverage under such policy.

Section 5.21 Transactions with Related Parties.

Except as set forth in Schedule 5.21:

(a) No agreement or transaction between any Seller or the Somerset Railroad Corporation and (i) any director, officer, stockholder or Affiliate of any of the foregoing, or (ii) any relative or spouse (or relative of such spouse) of any such director, officer, stockholder or Affiliate (such persons in (i) and (ii) being referred to herein as a "Related Party" or collectively as the "Related Parties") has been entered into.

(b) No Related Party is a director or officer of, or has any direct or indirect interest in (other than the ownership of not more than 5% of the publicly traded shares of), any Person or entity which is a supplier, vendor, or competitor of any Seller or the Somerset Railroad Corporation.

(c) No Related Party owns or has any interest in, directly or indirectly, in whole or in part, any tangible or intangible property used in the conduct of the Business or any Purchased Asset.

(d) No Seller or the Somerset Railroad Corporation has, directly or indirectly, guaranteed or assumed any Indebtedness for borrowed money or otherwise for the benefit of any Related Party.

Section 5.22 Capitalization and Ownership of Shares of Somerset Railroad Corporation.

(a) Schedule 5.22(a) sets forth the authorized capital stock, par value, and number of shares or other equity interests outstanding and the owner of such shares or other equity interests of Somerset Railroad Corporation, all of which are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive rights. The shares of capital stock set forth on Schedule 5.22(a) constitute all the issued and outstanding capital stock of Somerset Railroad Corporation and are owned of record by AES NY3 free and clear of all security interests, pledges or other encumbrances except for the security interest in such stock held by BNP Paribas, in its capacity as agent for and representative of the lending parties to the Somerset Railroad Credit Facility. Such security interest shall only be released upon payment in full of all amounts owed under the Somerset Credit Facility.

(b) Except as set forth in Schedule 5.22(b), there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments relating to the capital stock of Somerset Railroad Corporation or obligating either any Seller or Somerset Railroad Corporation to issue or sell any shares of capital stock of Somerset Railroad Corporation, or any other interest in, Somerset Railroad Corporation.

Section 5.23 Somerset Railroad Corporation Liabilities

Except as set forth on Schedule 5.23, the Somerset Railroad does not have any Liabilities other than the Somerset Railroad Credit Facility.

Section 5.24 No Other Representations or Warranties.

Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), no Seller nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Business, the Purchased Assets, the Assumed Liabilities or the Transactions, and Sellers disclaim any other representations or warranties, whether made by any Seller, any Affiliate of Sellers or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in Article V hereof (as modified by the Schedules hereto), Sellers (i) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to NewCo or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to NewCo by any director, officer, employee, agent, consultant, or Representative of Seller or any of its Affiliates). Sellers make no representations or warranties to NewCo regarding the probable success or profitability of the Business. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would reasonably be expected to result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF NEWCO

Except as set forth in the corresponding sections or subsections of NewCo's Disclosure Schedule, NewCo hereby represents and warrants to Sellers as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 6.1 Organization and Good Standing.

NewCo is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 6.2 Authorization of Agreement.

NewCo has all requisite power, authority and legal capacity to execute and deliver this Agreement, the other Transaction Documents and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by it in connection with the consummation of the Transactions (the "NewCo Documents"), and to consummate the Transactions. The execution, delivery and performance by NewCo of this Agreement and the NewCo Documents have been duly authorized by all necessary corporate action on behalf of NewCo. This Agreement has been, and, upon their execution, each NewCo Document will be at or prior to the Closing, duly executed and delivered by NewCo and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and, upon their execution, the NewCo Documents will, when so executed and delivered, constitute, the legal, valid and binding obligation of NewCo, enforceable against NewCo in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 6.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by NewCo of this Agreement or the NewCo Documents, the consummation of the Transactions, or the compliance by NewCo with any of the provisions hereof or thereof, will materially conflict with, or result in any material violation of or material default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provision of (i) the Organizational Documents of NewCo, (ii) any Contract or Permit to which NewCo is a party or by which NewCo or its properties or assets are bound or (iii) any Order of any Governmental Body applicable to NewCo or by which any of the properties or assets of NewCo are bound, (iv) any applicable Law or (v) such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have a NewCo Material Adverse Effect.

(b) Except as set forth in Schedule 6.3(b), no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of NewCo in connection with the execution and delivery of this Agreement or the NewCo Documents, the compliance by NewCo with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by NewCo of any other action contemplated hereby or thereby, or for NewCo to conduct the Business, except for (i) the entry of the Sale Order, and (ii) the entry of the Sales Procedure Order.

Section 6.4 Litigation.

There are no Legal Proceedings pending or, to the knowledge of NewCo, threatened by or against NewCo, or to which NewCo is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions. NewCo is not subject to any Order of any Governmental Body except to the extent the same would not reasonably be expected to have a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions.

Section 6.5 Financial Advisors.

Except as set forth on Schedule 6.5, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for NewCo in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof which would be payable by Sellers.

Section 6.6 Financial Capability.

NewCo has commitments for sufficient funds to pay the cash Purchase Price contemplated by this Agreement to be paid at Closing and to perform NewCo's other obligations contemplated by this Agreement to be performed at Closing.

Section 6.7 Condition of the Business.

Notwithstanding anything contained in this Agreement to the contrary, NewCo acknowledges and agrees that Sellers and each of their directors, officers, employees, agents, shareholders, Affiliates, consultants, counsel, accountants and other representatives are not making any representation or warranty whatsoever, express or implied, beyond those expressly given by Sellers in Article V hereof (as modified by the Schedules hereto), and NewCo acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and the Business are being transferred on a "WHERE IS" and, as to condition, "AS IS" basis.

ARTICLE VII

BANKRUPTCY COURT MATTERS

Section 7.1 Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids in accordance with the terms of the Sale Procedures Order.

Section 7.2 Bankruptcy Court Filings.

Trustee and NewCo agree that they will promptly take such actions as are reasonably requested by Sellers to assist in obtaining the entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Trustee and NewCo under this Agreement and demonstrating that NewCo is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Sellers shall use their respective commercially reasonable efforts to pursue the entry by the Bankruptcy Court of the Sale Order, which Sale Order shall provide for the transfer of the Indenture Purchased Assets, the Non-Indenture Purchased Assets and the Assumed Liabilities to NewCo free from all successor or transferee liability to the extent permitted by Section 363 of the Bankruptcy Code. Sellers shall use their respective commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the District of Delaware in obtaining the entry by the Bankruptcy Court of Sale Order. Sellers shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order by April 15, 2012. Sellers further covenant and agree that, after entry by the Bankruptcy Court of the Sale Order, and the terms of any other proposed order submitted by Sellers to the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement. In the event that the Sale Order shall be appealed, subject to the Parties' respective rights to terminate this Agreement pursuant to Section 4.4, Sellers, Trustee and NewCo shall use their respective reasonable efforts to defend such appeal.

Section 7.3 Assumption of Assigned Contracts.

(a) On or before the date not less than 21 days following the date hereof, the Selling Debtors shall file a notice of assumption (the "Assumption Notice") with the Bankruptcy Court and serve such notice via first class mail on each counterparty to a Contract listed thereon. The Assumption Notice shall identify all Contracts and Permits of the Selling Debtors related to the Purchased Assets that the Selling Debtors and NewCo believe may be assumed and assigned in connection with the sale of the Purchased Assets and set forth a good faith estimate of the amount of cure costs applicable to each such Contract (and if no cure cost is estimated to be applicable with respect to any particular Contract, the amount of such cure cost designated for such Contract shall be "$0.00"). In accordance with the Sale Procedures Order, the Selling Debtors reserve the right to supplement such list of Contracts and to provide additional notice of assumption up to three (3) Business Days prior to the Closing Date and to remove a Contract from the list of Contracts and Permits at any time prior to the Closing Date.

(b) On or before the date that is three (3) Business Days before the Closing Date (the "Designation Deadline"), NewCo shall provide to the Selling Debtors a list of those Contracts and Permits that it elects to have assumed and assigned to NewCo on the Closing Date (the "Designated Contracts"). NewCo shall be entitled to remove certain contracts from the list of Designated Contracts at any time prior to the Designation Deadline. In the event that NewCo removes any of such contracts from such list, the Selling Debtors will provide the relevant

counterparty written notice that the applicable Contract is no longer identified as a Designated Contract. For the avoidance of doubt, only those executory contracts that remain identified as Designated Contracts as of the Closing Date will constitute Assumed Contracts and will be assumed by the applicable Selling Debtor and assigned to NewCo pursuant to the Sale Order. There shall be no adjustment to the Purchase Price as a result of NewCo's election to exclude any one or more of such Contracts or Permits from list of Designated Contracts pursuant to this Section 7.3(b) except that NewCo shall not be required to make any payments for Determined Cure Costs or any other amounts for any such Excluded Contracts or Permits.

(c) Subject to the terms of Section 2.5 and Section 7.3(a) and (b), NewCo shall make provision for the payment of the Determined Cure Costs in accordance with the Sale Order. Sellers shall use their respective commercially reasonable efforts, including the filing and prosecution of any and all appropriate proceedings in the Bankruptcy Court, to establish the Determined Cure Costs, if any, for each Designated Contract, in accordance with Section 7.3(a).

(d) On or prior to the date hereof, Sellers shall have delivered to NewCo true and complete copies of all Permits listed on Schedule 5.18, or otherwise provide NewCo with access to such true and complete copies of such Permits.

(e) Notwithstanding any provision in this Agreement to the contrary, NewCo shall have no obligation to purchase, acquire or assume any Contract or Permit (or any Liabilities thereunder) if a true and complete copy of such Contract or Permit has not been made available by Sellers to NewCo in accordance with Sections 2.5, Section 7.3(a), Section 7.3(c) and Section 7.3(d) above. Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of NewCo. Notwithstanding any provision in this Agreement to the contrary, Sellers shall have no obligation to assume or assign any insurance contracts or any contracts for services provided by The AES Corporation ("AES Corp.") and its Affiliates (other than the Sellers), except for the Coal Hauling Agreement.

ARTICLE VIII

COVENANTS

Section 8.1 Access to Information.

Sellers agree that, prior to the Closing Date, Trustee and NewCo shall be entitled, through their officers, employees and Representatives, to make such investigation of the Purchased Assets (including non-invasive environmental site assessments), the Assumed Liabilities and the Business, and make such examination (and copies) of the books and records of Sellers, the Somerset Railroad Corporation and their respective controlled affiliates related thereto as Trustee, NewCo or their respective Representatives reasonably request. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Sellers and the Somerset Railroad Corporation shall cause their respective Representatives to cooperate with Trustee, NewCo and their respective Representatives and

Trustee, NewCo, and their respective Representatives shall cooperate with Sellers and the Somerset Railroad Corporation and their Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require Sellers, Somerset Railroad Corporation or any of their respective Subsidiaries to disclose information where such disclosure would jeopardize the protection of attorney-client privilege or conflict with any confidentiality obligations by which Sellers, Somerset Railroad Corporation or any of their respective Subsidiaries are bound; provided, however, that Sellers, Somerset Railroad Corporation and any of their respective Subsidiaries shall use commercially reasonable efforts to obtain a waiver of any such confidentiality provisions and to otherwise cause such information to be provided in a manner that would not result in such jeopardy or conflict. No investigation by Trustee, NewCo or their respective Representatives prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Sellers contained in this Agreement or any of the other Transaction Documents.

Section 8.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (1) as set forth on Schedule 8.2(a), (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or (4) with the prior written consent of both Trustee and NewCo, Sellers and the Somerset Railroad Corporation shall:

(i) operate the Purchased Assets in the Ordinary Course of Business, in a manner consistent with past practices, and in accordance with a budget acceptable to the Indenture Trustee and NewCo and any subsequent Orders of the Bankruptcy Court, subject to available liquidity, management of working capital and the Sellers' fiduciary obligations;

(ii) use their commercially reasonable efforts to (A) preserve the present business operations, organization and goodwill of the Business, and (B) preserve the present relationships with Persons having business dealings with Sellers (including customers and suppliers of the Business);

(iii) use their commercially reasonable efforts to (A) maintain the books, accounts and records of Sellers and the Somerset Railroad Corporation in the Ordinary Course of Business, (B) continue to operate billing procedures and collect accounts receivable utilizing normal procedures and without discounting or accelerating payment of such accounts and (C) pay accounts payable and comply with all contractual and other obligations applicable to the operation of the Business;

(iv) use their commercially reasonable efforts to maintain the Purchased Assets in their current condition, ordinary wear and tear excepted;

(v) maintain in full force and effect until the Closing insurance upon all of the Purchased Assets in such amounts and of such kinds comparable to that in effect on the date of this Agreement;

(vi) use their commercially reasonable efforts to maintain in full force and effect the Permits and operate the Facilities in compliance therewith; and

(vii) comply with applicable Laws, including Environmental Laws, other than any failure to comply as would not reasonably be expected to have, individually or in the aggregate with other failures, a Material Adverse Effect.

(b) Except (1) as set forth on Schedule 8.2(b), (2) as required by applicable Law, or (3) as otherwise expressly contemplated by this Agreement, Sellers shall not, and shall cause their respective controlled Affiliates not to, solely as it relates to any of the Purchased Assets or the Business, without the prior written consent of the Trustee and NewCo:

(i) other than in the Ordinary Course of Business, (A) materially increase, or permit any of their controlled Affiliates to materially increase, the annual level of compensation of any director or executive officer of Sellers or any of their respective Subsidiaries, (B) grant, or permit any of their controlled Affiliates to grant, any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any director or executive officer, (C) increase, or permit any of their controlled Affiliates to increase, the coverage or benefits available under any (or create any new) Employee Benefit Plan or (D) enter into, or permit any of their controlled Affiliates to enter into, any employment, deferred compensation, severance, consulting, non-competition or similar agreement or arrangement (or amend any such agreement or arrangement) with any Employee, except, in each case, as required by applicable Law from time to time in effect;

(ii) with respect to the Somerset Railroad Corporation, (A) make, change or rescind any material election relating to Taxes, (B) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy or enter into any closing agreement or agree to any assessment relating to Taxes, (C) except as required by applicable Law, make any change to any of its methods of accounting for Tax purposes, (D) file any Tax Return, other than any such Tax Return that is prepared on a basis consistent with past practice and filed as required under applicable Law or (E) consent to any extension or waiver of the limitations period applicable to any claim with respect of Taxes;

(iii) subject any of the Purchased Assets to any Lien, except for Permitted Exceptions;

(iv) acquire any material properties or assets that would be Purchased Assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any assets, properties, rights or interests related to, used or held for use in the Business (except pursuant to an existing Contract for fair consideration in the Ordinary Course of Business or for the purpose of

disposing of obsolete or worthless assets);

(v) cancel or compromise any material debt or claim or waive or release any material right of any Seller relating to the Business or any assets, properties, rights or interests related to, used or held for use in the Business, except in the Ordinary Course of Business;

(vi) enter into any commitment for capital expenditures in excess of ten thousand dollars ($10,000) for any individual commitment and twenty five thousand dollars ($25,000) for all commitments in the aggregate;

(vii) enter into any Contract that could restrain, restrict, limit or impede the ability of NewCo to compete with or conduct any business or line of business in any geographic area;

(viii) other than in the Ordinary Course of Business, enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization;

(ix) terminate, amend, restate, supplement or waive any rights under any Material Contracts (other than Excluded Contracts) or Permits (other than Excluded Permits);

(x) amend its Organizational Documents or take any other action which would reasonably be expected to have an adverse effect on the ability of such Seller to consummate the Transactions or would otherwise adversely affect the Business or the value, utility or transferability of any of the Purchased Assets, other than in accordance with the Sales Procedure Order;

(xi) other than with respect to customary advances for expenses to Employees in the Ordinary Course of Business, make any loan or advance to any Person in excess of ten thousand dollars ($10,000) for any individual loan or advance and twenty five thousand dollars ($25,000) for all loans and advances;

(xii) other than as contemplated by Schedule 5.21, engage in any transaction with respect to the Business with any officer or director or Affiliate of any Seller, other than in the Ordinary Course of Business;

(xiii) except for current liabilities within the meaning of GAAP incurred in the Ordinary Course of Business, incur or assume any Indebtedness;

(xiv) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock or other equity securities of any Seller or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or interests in, any Seller, in each case

other than is consistent with past practice;

(xv) introduce any material change with respect to the operation of the Business (except as otherwise provided in the Budget), including any material change in the types, nature, composition or quality of products or services;

(xvi) enter into any settlement regarding, the Business or any Purchased Asset, that individually exceeds ten thousand dollars, or in the aggregate exceed twenty five thousand dollars ($25,000);

(xvii) fail to use commercially reasonable efforts to maintain all Permits relating to any of the Purchased Assets or the Business or take or fail to take any action which may result in the denial of any pending applications, the issuance of any cease and desist order or the imposition of any fines, forfeitures or other administrative actions by any Governmental Body with respect to any Facility or its operations;

(xviii) with respect to Somerset Railroad Corporation, except as (a) required by applicable Law or (b) as otherwise expressly contemplated by the Agreement, the Sellers shall not, and shall not permit Somerset Railroad Corporation to, without the prior written consent of the Trustee and NewCo, which shall not be unreasonably withheld, (A) make, change or rescind any material election relating to non-Income Taxes, (B) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy or enter into any closing agreement or agree to any assessment relating to non-Income Taxes, (C) except as required by applicable Law, make any change to any of its methods of accounting for non-Income Tax purposes, (D) file any Non-Income Tax Return, other than any such Non-Income Tax Return that is prepared on a basis consistent with past practice and filed as required under applicable Law or (E) consent to any extension or waiver of the limitations period applicable to any claim with respect of such non-Income Taxes; and

(xix) agree to do anything prohibited by this Section 8.2; provided, that, notwithstanding the foregoing, or anything to the contrary herein, the Selling Debtors shall not be precluded from pursuing any claims, demands, causes of action, and rights of any kind, in law or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, against the AES Parent Parties (as such term is defined in the Settlement Agreement).

Section 8.3 Consents.

Each Seller shall use its commercially reasonable efforts, and NewCo shall use its commercially reasonable efforts to cooperate with Sellers, to obtain at the earliest practicable date all Required Consents, including, without limitation, the Consents referred to in Section 5.3(b), and any other Consents required to consummate the Transactions; provided, however,

that no Party shall be obligated to (a) pay any consideration therefor to any third party from whom a Consent is requested (other than filing fees with any Governmental Body), (b) agree to any restrictions on their ability to operate the Business or the Purchased Assets or hold or exercise ownership over the Purchased Assets, or (c) initiate any litigation or Legal Proceedings to obtain any such Consent.

Section 8.4 Regulatory Approvals.

(a) Sellers and NewCo shall cooperate with each other and use (and shall cause their respective controlled Affiliates to use) commercially reasonable efforts: (i) to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary, proper or advisable on their part under this Agreement, applicable Law or otherwise to consummate and make effective the Transactions, (ii) to obtain promptly from any Governmental Body any Consents, Orders or Permits required to be obtained by Sellers or NewCo or any of their respective controlled Affiliates in connection with the authorization, execution, delivery and performance of this Agreement and the consummation of the Transactions, (iii) to promptly make all necessary filings and thereafter make any other required submissions with respect to this Agreement and the consummation of the Transactions required under applicable Laws, (iv) to defend any and all Legal Proceedings by or before any Governmental Body challenging this Agreement or the consummation of the Transactions, (v) to cause to be lifted or rescinded any injunction, decree, ruling, order or other action of any Governmental Body adversely affecting the ability of any of the Parties to consummate the Transactions, and (vi) to provide prompt notification to the other Parties of any actions pursuant to clauses (i) – (v) of this Section 8.4(a); provided, however, that neither NewCo nor Sellers shall be obligated to pay any consideration or incur any costs (other than the expenses of their respective Representatives or filing fees with any Governmental Body) to obtain any Consents from third parties, whether or not they may be necessary, proper or advisable to consummate the Transactions.

(b) In connection with seeking the foregoing approvals, neither NewCo nor Sellers nor Deutsche Bank Trust Company Americas, nor any of their respective Affiliates shall be required to consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement or order to (i) sell, license, assign, transfer, divest, hold separate or otherwise dispose of any of their assets, their business or portion of their business in any manner, (ii) conduct, restrict, operate, invest or otherwise change any of their assets, their business or portion of their business in any manner, or (iii) impose any restriction, requirement or limitation on the operation of their business or portion of their business in any manner.

Section 8.5 Confidentiality.

(a) For the period from the date hereof until Closing, neither Trustee nor NewCo shall directly or indirectly disclose to the public or to any third party any material non-public information concerning or relating to Sellers, other than with the express prior written consent of Sellers, except as may be required by applicable Law or the Bankruptcy Court, in which event the Party seeking to make such disclosure shall provide prior written notice to Sellers of the content, form, timing and manner of any proposed disclosure; provided, however,

that notwithstanding anything to the contrary contained in this Agreement, Trustee or NewCo, as the case may be, may disclose such information (a) to any of its stockholders, members, Affiliates, agents, Representatives and existing and potential financing sources who need to know such information for the sole purpose of evaluating, negotiating or implementing the Transactions or (b) where such disclosure is required under any applicable Law; provided, further, that notwithstanding anything to the contrary contained in this Agreement, the Trustee may disclose such information on a confidential basis to the Certificate Holders in any solicitations through The Depository Trust Company regarding the Transactions. For the avoidance of doubt, as of the Closing, material non-public information with respect to the Purchased Assets and the Assumed Liabilities shall be deemed the confidential information of NewCo, and Sellers shall maintain the confidentiality thereof in accordance with the terms of this Section 8.5 from and after the Closing Date.

(b) For the period from the date hereof until Closing, no Seller or the Somerset Railroad Corporation shall directly or indirectly disclose to the public or to any third party any material non-public information concerning or relating to NewCo or Trustee, other than with the express prior written consent of NewCo and Trustee, except as may be required by applicable Law or the Bankruptcy Court, in which event the Party seeking to make such disclosure shall to the extent practical and permissible by Law, provide prior written notice to NewCo and Trustee of the content, form, timing and manner of any proposed disclosure; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Sellers and the Somerset Railroad Corporation, as the case may be, may disclose such information (a) to any of its stockholders, members, Affiliates, agents, Representatives and existing and potential financing sources who need to know such information for the sole purpose of evaluating, negotiating or implementing the Transactions or (b) where such disclosure is required under any applicable Law or is required pursuant to the Sales Procedure Order.

Section 8.6 Preservation of Records.

Seller, the Somerset Railroad Corporation and NewCo shall (and shall cause their respective controlled Affiliates to) preserve and keep in their possession all records held by them on and after the date hereof relating to the Purchased Assets or the Assumed Liabilities for a period of one (1) year or such longer period as may be required by applicable Law. Sellers, the Somerset Railroad Corporation and NewCo shall (and shall cause their respective controlled Affiliates to) make such records and personnel available to the other Parties as may reasonably be requested by any such Party, including in connection with any insurance claims or Legal Proceedings involving the Purchased Assets or the Assumed Liabilities, or any governmental investigations of any Seller, the Somerset Railroad Corporation or NewCo or any of their respective controlled Affiliates related to the Purchased Assets or the Assumed Liabilities or in order to enable Sellers, the Somerset Railroad Corporation or NewCo to comply with their respective obligations hereunder. NewCo further acknowledges that Sellers (i) shall have full and unfettered access to all books and records being transferred in order to fulfill their obligations as Selling Debtors under the Bankruptcy Code and (ii) shall be entitled to copy any such records, at Sellers' sole cost and expense, and to retain copies of such records. After the expiration of any applicable retention period, before NewCo shall dispose of any of such records, at least ninety (90) days' prior written notice to such effect shall be given by NewCo to Sellers or their successors (or a Person designated by Sellers) and Sellers or their successors (or a Person

designated by Sellers) shall have the opportunity (but not the obligation), at their sole cost and expense, to remove and retain all or any part of such records as they may in their sole discretion select. In the event Sellers wish to destroy any records after the expiration of any applicable retention period, before Sellers shall dispose of any of such records, at least ninety (90) days' prior written notice to such effect shall be given by Sellers to NewCo or its successors (or a Person designated by NewCo) and NewCo or its successors (or such designated Person) shall have the opportunity (but not the obligation), at its sole cost and expense, to remove and retain all or any part of such records as it may in its sole discretion select.

Section 8.7 Publicity.

Prior to the Closing and without limiting or restricting any Party from making any filing with the Bankruptcy Court with respect to this Agreement or the Transactions, no Party shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Parties, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of any Party, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of the Securities Exchange Commission or any stock exchange on which the securities of such Party are listed, provided that the Party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Parties with respect to the text thereof prior to making such release. After the Closing, the Parties may issue public announcements regarding the Transactions so long as such announcements do not disclose the specific terms or conditions of this Agreement or any other Transaction Document except where such terms and conditions have already been disclosed as required by Law, applicable stock exchange regulation or in filings that any Seller is required to make in the Bankruptcy Court or office of the United States Trustee; provided, however, that the issuing party shall use its commercially reasonable efforts to consult with the other Parties with respect to the text thereof prior to such disclosure.

Section 8.8 Transition Services Agreement; Further Assurances.

(a) If requested by NewCo, Sellers shall negotiate in good faith to execute an agreement at Closing pursuant to which Sellers and their Affiliates will continue to provide to NewCo, on terms to be mutually agreed upon, certain general and administrative services then being provided by Sellers and their Affiliates with respect to the Business or any of the Purchased Assets (the "Transition Services Agreement").

(b) If requested by Sellers, NewCo shall negotiate in good faith to execute an agreement at Closing pursuant to which employees of NewCo will provide services to Sellers to assist in the wind down of Sellers' business, on terms to be mutually agreed upon, including payment by Sellers to NewCo for an appropriate allocation of employee compensation expense for the applicable personnel.

(c) NewCo shall cooperate with, provide consultation to, and otherwise support the Debtors in connection with the all negotiations with counterparties under the Cayuga PILOT Agreement and any motion filed by the Sellers seeking Bankruptcy Court approval of

any amendments, modifications or restatements of the Cayuga PILOT Agreement. If requested by NewCo, Sellers shall cooperate with and provide consultation to NewCo in connection with all negotiations with counterparties under the Somerset PILOT Agreement.

Section 8.9 Damage or Destruction.

(a) Until the Closing, the Purchased Assets shall remain at the risk of Sellers. In the event of any material damage to or destruction of the Facilities (other than normal wear and tear) after the date hereof and prior to the Closing (in any such case, a "Destruction"), Sellers shall give prompt notice thereof to Trustee and NewCo.

(b) If any Destruction occurring prior to the Closing is covered by policies of insurance, all right and claim of Sellers or their controlled Affiliates to any proceeds of insurance for such Destruction shall be assigned and (if previously received by Sellers or their controlled Affiliates and not used prior to the Closing Date to repair any damage or destruction) paid to NewCo at Closing.

Section 8.10 Waiver of Certain Claims.

Effective as of the Closing, the Sellers waive all rights under section 506(c) of the Bankruptcy Code against the Trustee, the Certificate Holders, the Purchased Assets, or any amounts paid or required to be paid to the Trustee in the event of a Third Party Sale.

Section 8.11 Notification of Certain Matters.

Prior to Closing, Sellers shall give prompt notice to NewCo, on the one hand, and NewCo shall give prompt notice to Sellers, on the other hand, of (i) the occurrence or non-occurrence of any event which would cause any of the representations or warranties in this Agreement of Sellers or NewCo, respectively, to be untrue or inaccurate in any material respect at or prior to the Closing Date and (ii) any material failure of Sellers or NewCo, respectively, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; provided, however, the delivery of any notice pursuant to this Section 8.11 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 8.12 Removal of Marks.

NewCo shall, as soon as reasonably practicable following the Closing, remove all trademarks, trade names and service marks utilizing the initials "AES" (the "AES Marks") from (i) all sales literature, marketing materials, letterheads and stationery (and in any event NewCo shall remove the AES Marks from such materials within one hundred twenty (120) days of the Closing); and (ii) all buildings, signage and vehicles, including the Facilities (and in any event NewCo shall remove the AES Marks from such buildings, signage and vehicles within sixty (60) days of the Closing).

Section 8.13 Coal Inventory.

From the date of the Settlement Agreement to the Closing Date, the Sellers and the Somerset Railroad Corporation shall only order coal with the quality and specifications that is at a level reasonably consistent with the coal inventory at the Facilities existing as of the date of the Settlement Agreement.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS; TAX MATTERS

Section 9.1 Employment.

(a) Business Employee List. Schedule 9.1(a) (the "Business Employee List") sets forth the following information with respect to each Employee: (i) each such person's title or job/position; (ii) each such person's job designation (i.e., salaried or hourly); (iii) each such person's location of employment; (iv) each such person's annual base rate of compensation and target annual bonus amount in effect immediately prior to the Petition Date; (v) which Labor Agreement, if any, such Employee is subject to and (vi) each such person's status (i.e., active or approved leave of absence) and expected return date. Not later than ten (10) Business Days prior to the Closing Date, Sellers shall provide NewCo with an updated Business Employee List.

(b) Transferred Employees. At least five (5) Business Days prior to the Closing, NewCo shall deliver, in writing individually or generally, an offer of employment commencing on the Closing Date and contingent upon the Closing, on an at-will basis (except to the extent otherwise expressly agreed in a writing signed by NewCo and such Employee) and on such other terms and conditions as NewCo may determine, in its sole discretion, to each of the Employees designated by NewCo, in its sole discretion, who remain employed by Sellers or their Affiliates and are providing services relating to the Business or the Purchased Assets immediately prior to the Closing. Such individuals who accept such offer are hereinafter referred to as the "Transferred Employees."

(c) Standard Procedure. Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 20, (i) NewCo and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) NewCo will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Employee is employed by NewCo that includes the Closing Date, excluding the portion of such year that such Employee was employed by any Seller or any Affiliate of any Seller.

(d) Cooperation and Communications. Sellers and NewCo agree to cooperate reasonably during the period prior to the Closing Date to ensure the continuity of the workforce of the Business. Trustee and NewCo acknowledge that Sellers do not control the employees of AES Corp. who assist with certain aspects of the Business.

Section 9.2 Employee Benefits.

(a) Accrued Vacation. Except as required by applicable Law, NewCo shall be responsible for all Liabilities with respect to Transferred Employees attributable to their accrued and unused vacation, sick days and personal days through the Closing Date.

(b) Employee Bonuses. In the event that the Employees Bonuses are not paid by Sellers prior to the Closing Date, NewCo shall pay the Employee Bonuses directly to the applicable Employees within forty-five (45) days of Closing.

(c) Severance. NewCo shall be responsible for (i) all severance Liabilities listed on the severance schedule delivered by Sellers to NewCo and agreed to by NewCo prior to the date hereof, not to exceed an aggregate amount of $108,000, that are owed to former Employees whose employment ended prior to the Petition Date, other than any such obligations that are authorized for payment under the Selling Debtors' Motion Pursuant to Sections 105(a), 363(b), 503(c)(1) and 507 of the Bankruptcy Code for an Interim and Final Order to (I) Authorize, but Not Direct, the Debtors to Pay Wages, Salaries, Benefits, and Other Obligations; and (II) Directing the Debtor's Financial Institutions to Process and Honor Checks and Transfers Related to Such Obligations, filed on December 30, 2011 (filed under Docket No. 8, on the docket of the Chapter 11 Cases), subject to execution of customary releases of the Sellers and NewCo by the affected Employees, in form and substance reasonably acceptable to Sellers and NewCo, and (ii) except for the Seller's deposit of $1,250,000 to the Post-Closing Escrow Account, to be disbursed on account of severance obligations in accordance with a separate agreement governing the Post-Closing Escrow Account, NewCo shall be solely responsible for any severance Liabilities with respect to Facility Employees from and after the Closing Date; provided, however, that NewCo shall not be responsible for any severance Liabilities with respect to any Employees whose employment is terminated prior to the Closing Date without the prior written consent of NewCo.

(d) WARN Act.

(i) NewCo hereby covenants and agrees to offer employment to a sufficient number of Facility Employees to avoid Sellers incurring any WARN Act Liabilities.

(ii) To the extent Sellers have not previously provided such notice, within five (5) Business Days after the date hereof, Sellers shall provide notice to such Employees that they determine, in their sole discretion, could be entitled to such notice in accordance with the WARN Act and any similar state Laws.

(e) VEBA. Subject to amendments to the Labor Agreements, in form and substance satisfactory to NewCo having been executed by the Unions prior to the Closing Date, NewCo shall be responsible for Sellers' and Somerset Railroad Corporation's obligations with respect to retiree medical plans funded through four separate Voluntary Employees' Beneficiary Association trusts established under section 501 (c)(9) of the Code.

(f) No Rights to Employment or Benefits. Nothing expressed or implied in this Agreement is intended to confer upon any Employee or his or her legal representatives any rights or remedies, including, any rights of employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement. Nothing contained in this Section 9.2 or elsewhere in this Agreement shall be construed to prevent the termination of employment of any Transferred Employee or any change in the employee benefits available to any Transferred Employee.

Section 9.3 Tax Matters.

(a) NewCo and Sellers shall each be responsible for 50% of the aggregate sales, use, stamp, documentary stamp, filing, recording, transfer (including any real property transfer taxes), goods and services, value added, or similar Taxes payable in connection with the Transactions ("Transfer Taxes"), regardless of whether such Transfer Taxes are levied on Sellers, NewCo or the Purchased Assets; provided, however, that in no event shall Sellers be required to pay more than $350,000 in the aggregate pursuant to this Section 9.3(a) or Section 12.2 hereof. To the extent that Transfer Taxes are required to be paid by Sellers or NewCo in excess of the amount set forth in the prior sentence (or such Transfer Taxes are assessed against Sellers or NewCo in excess of the amount set forth in the prior sentence), NewCo shall promptly reimburse Sellers, or Sellers shall promptly reimburse NewCo, as applicable, for such excess Transfer Taxes. Sellers and NewCo shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes; provided, that, except as otherwise required by applicable Law, NewCo shall prepare and file all Tax Returns with respect to Transfer Taxes and shall provide a copy of such proposed filings to Lead Sellers for Lead Seller's review and comment and shall reflect thereon any reasonable comments submitted by Sellers at least five (5) days before the due date for filing such Tax Return, and shall file such Tax Return and provide a copy of such filing to Sellers. The Parties shall cooperate and otherwise use commercially reasonable efforts to obtain any exemptions, exclusions or available refunds with respect to Transfer Taxes.

(b) No real or personal property Taxes or similar ad valorem obligations (including any payments under the Somerset PILOT Agreement or the Cayuga PILOT Agreement) levied with respect to the Purchased Assets or the Business or Somerset Railroad Corporation or its assets for any Straddle Period shall be prorated between Sellers and NewCo and NewCo shall have no obligation to reimburse Sellers or AES Corp. for any amount of such Taxes paid by or on behalf of Sellers, Somerset Railroad Corporation or AES Corp on or prior to the Closing Date.

(c) The Sellers shall prepare and file, or cause to be prepared and filed, in accordance with past practice and on a timely basis all Tax Returns (other than with respect to Income Taxes) ("Non-Income Tax Returns") relating to the Purchased Assets and Business (including Somerset Railroad Corporation) for Pre-Closing Tax Periods (other than Straddle Periods), and the Sellers shall timely pay all Taxes required to be paid on such Non-Income Tax Returns. The Sellers shall deliver to NewCo a copy of any such Non-Income Tax Return relating to the Purchased Assets, the Business or Somerset Railroad Corporation at least five (5) days prior to the due date for such return and shall consider in good faith any comments submitted by NewCo within three (3) days of the due date for such Tax Return. After the

Closing Date, NewCo shall prepare and file (or cause to be prepared and filed) all Non-Income Tax Returns with respect to the Purchased Assets or the Business (including Somerset Railroad Corporation) for any Straddle Period and for Post-Closing Tax Periods. The Sellers shall promptly provide NewCo on demand reimbursement for all Taxes which are the Sellers' responsibility under this Agreement. NewCo shall promptly provide the Sellers on demand reimbursement for all Taxes which are NewCo's responsibility under this Agreement. To the extent that any portion of such Taxes or PILOT Agreement obligations are Excluded Liabilities, the Sellers shall promptly reimburse NewCo therefor. NewCo shall deliver to the Sellers a copy of any Non-Income Tax Return relating to any Straddle Period prepared by, or on behalf of, NewCo at least five (5) days prior to the due date for such return and shall consider in good faith any comments submitted by the Sellers within three (3) days days of the due date for such Non-Income Tax Return. With respect to any such Taxes for a Straddle Period, the Sellers shall pay their allocable share of such Taxes (including any additional Taxes assessed by a Tax Authority with respect to a Straddle Period) to NewCo within five (5) days of NewCo's written demand therefor. Any Non-Income Tax Return relating to the Purchased Assets or the Business for a Tax period that includes the Closing Date shall, to the extent permitted by applicable Law, be filed on the basis that the relevant Tax period ended as of the close of business on the Closing Date.

(d) NewCo and the Sellers will provide each other with such assistance, cooperation and information as either of them reasonably may request of the other in preparing and filing any Non-Income Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund, rebate, abatement or recovery of such Taxes, or participating in or conducting any audit or other proceeding in respect of such Taxes. Such assistance, cooperation and information shall include retaining and providing copies of relevant Non-Income Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Taxing Authorities and all records and information which may be relevant with respect to any such Tax matter. Any information obtained under this paragraph shall be kept confidential except as may be otherwise necessary in connection with the filing of Non-Income Tax Returns or claims for refund or in conducting any audit or other proceeding.

(e) The obligations of the Parties under this Section 9.3 shall survive the Closing.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.1 Conditions Precedent to Obligations of NewCo and Trustee.

The respective obligations of NewCo and Trustee to consummate the Transactions or to take the other actions required to be taken by NewCo or Trustee at the Closing, and the effectiveness of surrender and cancellation of the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets, is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in whole or in part, only if both NewCo and Trustee consent to such waiver in writing):

(a) the representations and warranties of Sellers set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event of a breach of a representation or warranty, the condition in this Section 10.1(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect, and Trustee and NewCo shall have received a certificate signed by an authorized officer of each Seller (in form and substance reasonably satisfactory to both Trustee and NewCo), dated the Closing Date, to such effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date, and both Trustee and NewCo shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the foregoing effect;

(c) Sellers and Somerset Railroad Corporation shall have executed, delivered and/or filed or authorized NewCo to file such termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as NewCo may reasonably deem necessary to release any Liens (other than Permitted Exceptions) on the Purchased Assets (including the assets or equity of Somerset Railroad Corporation), to the extent Sellers are authorized to do so absent the consent of the holder of the Lien;

(d) Each Consent set forth on Schedule 10.1(d) shall have been obtained without any material adverse change in the terms or conditions of any Permit or Contract to which such Consent relates from those in effect on the date hereof, it being agreed and understood that it shall be a material adverse change in the terms or conditions of the applicable Permits should Liabilities related to RGGI fail to be resolved with binding finality to the reasonable satisfaction of NewCo prior the Closing Date;

(e) Each lessor or licensor under the Real Property Leases (where any Seller or the Somerset Railroad Corporation is the lessee, sublessor or licensor) shall have executed and delivered to NewCo estoppels in commercially reasonable form, confirming the basic terms of such Real Property Leases, including the term, rent, security deposits or letters of credit (if any), whether any options exist, and providing that no default currently exists under such Real Property Leases;

(f) There shall have not been commenced any proceeding or investigation by a Governmental Body of competent jurisdiction for the purpose of restraining, enjoining, delaying or otherwise materially restricting the consummation of the Transactions or materially limiting or materially restricting the conduct of Trustee or NewCo or any of their Affiliates or the operation of the Business following consummation of the Transactions or requiring Trustee or NewCo or any of their Affiliates to divest or hold separate any assets or businesses;

(g) NewCo shall have received an American Land Title Association 2006 Form extended policy of title insurance (or such other form as acceptable to NewCo) or a binding marked commitment to issue such policy on forms of and issued by one or more title companies reasonably satisfactory to NewCo insuring NewCo's title to the Seller Properties

listed in Schedule 5.9 in an amount acceptable to NewCo, subject only to such exceptions as are satisfactory to NewCo;

(h) If any material Permits required to own the Purchased Assets, to generate and sell power from both of the Facilities or to conduct the Business do not constitute Purchased Assets or if any Required Consent with respect to any such Permit shall not have been obtained as of the Closing Date, NewCo shall have obtained a replacement Permit for such Permit in its own name;

(i) NewCo shall have received the necessary authorizations under Section 205 of the Federal Power Act and from the New York Independent System Operator to make wholesale sales of energy, capacity and ancillary services from the Facilities;

(j) NewCo shall have secured Exempt Wholesale Generator status for each of the Facilities as defined in Section 1262(6) of the Public Utility Holding Company Act of 2005;

(k) NewCo shall have received agreement from NYSEG, in form and substance reasonably acceptable to NewCo, to provide for the continued interconnection of the Facilities;

(l) [Intentionally Deleted];

(m) Sellers shall have delivered, or caused to be delivered, to NewCo all of the items set forth in Section 4.2;

(n) Amendments to the Labor Agreements, in form and substance satisfactory to NewCo, shall have been executed by the Unions;

(o) Sellers shall have delivered to NewCo a duly executed and acknowledged certificate of the general partner of Lead Seller certifying that at Closing the quality and specifications of the Coal are at a level reasonably consistent with the coal inventory at the Facilities existing as of the date of this Agreement;

(p) NewCo and Trustee shall have received a duly executed bill of sale in the form attached hereto as Exhibit D (the "Facilities Bill of Sale"), in form and substance reasonably satisfactory to NewCo and Trustee, by the Owner Trusts in favor of Lead Seller transferring and conveying ownership of the Facilities to Lead Seller;

(q) NewCo shall have received a certificate signed by an authorized officer of Seller in the form attached hereto as Exhibit E certifying that the Minimum Somerset Tonnage exists as of the Closing Date;

(r) There shall not have been any Material Adverse Change;

(s) NewCo shall have received (i) from NYSEG in favor of NewCo (and/or its designee) an executed estoppel certificate with respect to the reciprocal easement(s) described in Section 2.1(c)(xxiii) related to the Facilities, and (ii) from each other Party in favor of NewCo (and/or its designee) under any recorded easement or encumbrance document constituting a

Permitted Encumbrance (to the extent the same is provided to be delivered under such documentation), in each case, in form and substance NewCo may reasonably request;

(t) The Somerset PILOT Agreement shall have been duly amended in form and substance reasonably satisfactory to NewCo;

(u) Except as set forth on Schedule 5.23, the Somerset Railroad Corporation shall not have any Liabilities; provided, that if the Liabilities of Somerset Railroad Corporation exceed the aggregate amount set forth on Schedule 5.23, Sellers shall have the ability in their sole discretion to assume and pay any such excess amounts (or enter into an escrow arrangement reasonably satisfactory to NewCo with respect thereto), and if Sellers assume and pay (or escrow) such excess amounts, the Parties hereby agree that the threshold set forth in this Section 10.1(w) shall be deemed not to be exceeded and the condition to Closing set forth in this Section 10.1(w) shall be deemed satisfied for all purposes;

(v) (A) in the case of Liabilities not previously disclosed to NewCo or the Trustee in Schedule 5.17, Phase I environmental reports or other documents or reports made available to NewCo or the Trustee prior to the date hereof, the amount of Liabilities that NewCo would be required to assume pursuant to Sections 2.3(a)(iv) and 2.3(b)(iv) (excluding, for the avoidance of doubt, any Liabilities that NewCo would be required to assume pursuant to Section 2.3(a)(vii)) shall not be greater than ten million dollars ($10,000,000), or (B) in the case of Liabilities previously disclosed to NewCo or the Trustee in Schedule 5.17, Phase I environmental reports or other documents or reports made available to NewCo or the Trustee prior to the date hereof, the amount of Liabilities that NewCo would be required to assume pursuant to Sections 2.3(a)(iv) (excluding, for the avoidance of doubt, any Liabilities that NewCo would be required to assume pursuant to Section 2.3(a)(vii) or Section 2.3(b)(iv) and any capital expenditures relating to compliance) would exceed ten million dollars ($10,000,000);

(w) the amount of the Transfer Taxes and Title Fees payable by NewCo hereunder shall not exceed one million dollars ($1,000,000); provided, that if the Transfer Taxes and Title Fees payable by NewCo hereunder exceed one million dollars ($1,000,000), Sellers shall have the ability in their sole discretion to assume and pay any amounts in excess of one million dollars ($1,000,000) (or enter into an escrow arrangement reasonably satisfactory to NewCo with respect thereto) and if Sellers assume and pay (or escrow) such excess amounts, the Parties hereby agree that the threshold set forth in this Section 10.1(w) shall be deemed not to be exceeded and the condition to Closing set forth in this Section 10.1(w) shall be deemed satisfied for all purposes;

(x) AES Corp. shall have delivered to NewCo the AES Side Letter, and all representations and warranties of AES Corp in the AES Side Letter shall be true and correct in all material respects as of the Closing and AES Corp shall have performed and complied in all material respects with all covenants of AES Corp set forth in the AES Side Letter that are required to be performed or complied with on or prior to the Closing Date and NewCo shall have received a certificate signed by an authorized officer of AES Corp. (in form and substance reasonably satisfactory to NewCo), dated the Closing Date, to such effect;

(y) AES Corp. shall have delivered to NewCo a certificate of non-foreign

status pursuant to Section 1445 of the Code and Treasury Regulation Section 1.1445-2(b) in form and substance reasonably satisfactory to NewCo; and

(z) If requested by NewCo, AES Corp. shall have entered into a transition services agreement reasonably satisfactory to NewCo effective as of the Closing Date.

Section 10.2 Conditions Precedent to Obligations of Sellers.

The obligations of Sellers to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of NewCo set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that in the event of a breach of a representation or warranty, the condition in this Section 10.2(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a material adverse effect on the ability of NewCo to perform its obligations under this Agreement or to consummate the Transactions, and Sellers shall have received a certificate signed by an authorized officer of NewCo (in form and substance reasonably satisfactory to Sellers), dated the Closing Date, to such effect;

(b) NewCo shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of NewCo, dated the Closing Date, to the foregoing effect;

(c) NewCo shall have delivered, or caused to be delivered, to Lead Seller all of the items set forth in Section 4.3; and

(d) The Coal Hauling Agreement shall have been terminated and the Sellers, Somerset Railroad Corporation, NewCo and the Trustee shall have delivered a mutual release with respect to same.

Section 10.3 Conditions Precedent to Obligations of Trustee, NewCo and Sellers.

The respective obligations of Trustee, NewCo and Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by agreement of all of Trustee, NewCo and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining, delaying or otherwise materially restricting the consummation of the Transactions;

(b) the Bankruptcy Court shall have entered the Sale Procedures Order, and such Order shall be a Final Order;

(c) the Bankruptcy Court shall have entered the order approving the Settlement Agreement and such order shall be a Final Order; and

(d) the Bankruptcy Court shall have entered the Sale Order on or before April 15, 2012.

Section 10.4 Conditions Precedent to Obligations of Trustee.

The obligations of Trustee to consummate the Transactions or to take the other actions required to be taken by it at the Closing, and the effectiveness of surrender and cancellation of the Credit Bid Indebtedness in exchange for the right to receive the Indenture Purchased Assets is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in whole or in part, only if Trustee consents to such waiver in writing):

(a) All conditions precedent in the written direction from the Requisite Holders in form and substance satisfactory to the Trustee in its sole discretion directing the Pass Through Trustees to direct the Indenture Trustees to credit bid for the Indenture Purchased Assets and providing the Trustee, in its individual capacity and in its capacities as Pass Through Trustees and Indenture Trustees, such indemnities, exculpatory protections and releases as required by the Trustee (the "Requisite Trustee Direction") shall have been satisfied;

(b) The Requisite Trustee Direction shall be in full force and effect; and

(c) Notice of the Sale Order, as may be required by the Bankruptcy Court, shall have been provided to the creditors of Sellers, the Owner Trust (as defined in the Pass Through Agreements) and Somerset Railroad Corporation.

Section 10.5 Frustration of Closing Conditions.

None of Sellers, Trustee or NewCo may rely on the failure of any condition set forth in Section 10.1, Section 10.2, Section 10.3 or Section 10.4 as the case may be, if such failure was primarily caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE XI

NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Section 11.1 Non-Survival of Representations and Warranties.

The representations, warranties, covenants and agreements (other than covenants and agreements that, by their terms, survive the Closing or termination of this Agreement) in this Agreement shall terminate at the Closing, or upon termination of this Agreement pursuant to Section 4.4, and, following the Closing or the termination of this Agreement, as the case may be,

no Party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 4.6. All covenants and agreements contained in this Agreement that, by their terms, survive the Closing or termination of this Agreement shall survive such Closing or termination in accordance with their respective terms; provided, that any covenant or agreement contained herein whose survival is not limited by its terms shall survive until fully performed in accordance with its terms.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Remedies.

The Parties acknowledge and agree that, prior to the Closing, (a) the sole and exclusive remedy available to Trustee and NewCo in the event of Sellers' breach of any representation, warranty, covenant or agreement of any Seller in this Agreement (including a willful breach) shall be to terminate this Agreement pursuant to and in accordance with Section 4.4; and (b) the sole and exclusive remedy available to Sellers in the event of a breach by Trustee or NewCo, respectively, of any representation, warranty, covenant or agreement by Trustee or NewCo, respectively, in this Agreement shall be to terminate this Agreement pursuant to and in accordance with Section 4.4. It is understood and agreed by the Parties that, from and after the Closing, money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party should be entitled to specific performance and injunctive or other equitable relief as a remedy of such a breach in addition to any other rights which such Party may have at law, in equity or pursuant to this Agreement.

Section 12.2 Expenses.

NewCo and Sellers shall each pay fifty percent (50%) of the costs associated with an updated survey, title examination costs, and an American Land Title Association Form extended policy of Title Insurance in favor of NewCo (or any designees) and customary endorsements to such policy (such costs "Title Fees"); provided, that in no event shall Sellers be responsible for more than $350,000 in the aggregate pursuant to this Section 12.2 and Section 9.3(a) hereof.

Section 12.3 Non-Recourse.

The Parties acknowledge and agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney, Representative or Affiliate of any of the Parties to this Agreement, in such capacity, shall have any liability or responsibility (in contract, tort or otherwise) for any Liabilities of Trustee or NewCo or any Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transactions.

Section 12.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any other Transaction Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.10 hereof; provided, however, that if the Chapter 11 Cases have closed, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof by personal delivery, prepaid overnight courier or certified mail in accordance with the provisions of Section 12.10.

Section 12.5 Waiver of Right to Trial by Jury.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.5.

Section 12.6 Authorization of Representative of Sellers.

(a) By entering into and executing this Agreement, each Seller irrevocably makes, constitutes and appoints Lead Seller as its agent, effective as of the date hereof, and authorizes and empowers Lead Seller to fulfill the role of Sellers' representative hereunder, and each Seller appoints the Lead Seller as such Person's true and lawful attorney in fact and agent, for such Person and in such Person's name, place and stead for all purposes necessary or

desirable in order for the Lead Seller to take all actions contemplated by this Agreement, with the ability to execute and deliver all instruments, certificates and other documents of every kind incident to the foregoing to all intents and purposes and with the same effect as such Lead Seller could do personally, including to give and receive notices and communications; to object to such deliveries, to agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to such claims; and to take all actions necessary or appropriate in the judgment of the Lead Seller for the accomplishment of the foregoing. The dissolution, liquidation, insolvency or bankruptcy of any Seller shall not terminate the authority and agency of Lead Seller as each Seller's representative pursuant to this Section 12.6. The power of attorney granted in this Section 12.6 is coupled with an interest and is irrevocable.

(b) Trustee and NewCo shall be entitled to rely exclusively upon any communication given or other action taken by the Lead Seller pursuant to this Agreement, and shall not be liable for any action taken or not taken in good faith reliance on a communication or other instruction from Lead Seller.

Section 12.7 Time of Essence.

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 12.8 Entire Agreement; Amendments and Waivers.

This Agreement (including the Schedules and Exhibits hereto) and the other Transaction Documents represent the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersede all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed only by written instrument making specific reference to this Agreement and executed by each of the Parties hereto. Any provision hereof can be waived only by written instrument making specific reference to this Agreement and signed by the applicable Party against whom enforcement of any such waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

Section 12.9 Governing Law.

THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM OR CONTROVERSY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY BASED

UPON OR ARISING OUT OF THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED, AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICT OF LAWS PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION OTHER THAN THE PRINCIPLES SET FORTH IN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

Section 12.10 Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the fourth day after mailing if mailed by certified mail, return receipt requested, or (iii) the day of transmission, if sent by email, facsimile or telecopy prior to 5:00 p.m. eastern prevailing time on any Business Day or the Business Day after transmission, if sent after such time (with a copy promptly sent by prepaid overnight courier with record of receipt or by certified mail, return receipt requested), to the Parties at the following addresses, email addresses or facsimile numbers (or to such other address, email address or facsimile number as a Party may have specified by notice given to the other Parties pursuant to this Section 12.10):

If to Sellers, to:

AES Eastern Energy, L.P.
130 East Seneca Street, Suite 505

Ithaca, NY 14850
Telephone: 703-682-6445
Facsimile: 607-272-5971
Attention: Peter S. Norgeot, President

With copies (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telephone: 212-310-8000
Facsimile: 212-310-8007
Attention: Marcia L. Goldstein
Joseph H. Smolinsky
Simeon Gold
Email: marcia.goldstein@weil.com

joseph.smolinsky@weil.com
simeon.gold@weil.com

and

Weil, Gotshal & Manges LLP
1300 Eye Street, NW, Suite 900
Washington, DC 20005
Telephone: 202-682-7000
Facsimile: 202-857-0940
Attention: Adam P. Strochak
Email: adam.strochak@weil.com

If to Trustee, to:

Address:
Telephone:
Facsimile:
Attention:

With copies (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: 212-841-8814
Facsimile: 212-596-9090
Attention: Mark R. Somerstein
Email: mark.somerstein@ropesgray.com

If to NewCo, to:

Address:
Telephone:
Facsimile:
Attention:

With copies (which shall not constitute notice) to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Telephone: 212-504-6000
Facsimile: 212-504-6666
Attention: George A. Davis
Email: george.davis@cwt.com

Section 12.11 Severability.

If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 12.12 Binding Effect; Assignment.

This Agreement shall be binding upon the parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in respect of Sellers in the Chapter 11 Cases) and permitted assigns. Except for the Trustee's assignment of the rights to receive the Indenture Purchased Assets to NewCo as contemplated herein (and except for NewCo's right to direct that some or all of the Purchased Assets be assigned and conveyed to one or more subsidiaries of NewCo), no assignment of this Agreement or of any rights or obligations hereunder may be made by any Seller, Trustee or NewCo (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without the required consents shall be void; provided, however, that after the Closing, NewCo shall have the right to assign its rights and/or delegate its obligations hereunder (A) to any Affiliates (B) to any financing sources for collateral purposes or (C) to any subsequent purchaser of all or any portion of the stock or assets of NewCo or the Business. Upon any such permitted assignment, the references in this Agreement to NewCo shall also apply to any such assignee unless the context requires otherwise.

Section 12.13 No Third Party Beneficiaries.

This Agreement shall inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any Person that is not a Party (or a successor or permitted assign of any such Party) any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 12.14 Counterparts.

This Agreement may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 12.15 Certain Rights for Trustee.

Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, notwithstanding any reference to "Party," "Parties", "party" or "parties" in this Agreement or any other agreement,

instrument or document executed in connection herewith, Deutsche Bank Trust Company Americas, as Trustee or otherwise (i) is not making any representations or warranties to Sellers, NewCo or any Affiliate of any of the foregoing in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) shall not be liable to any Person for any breach by any or all of the Seller, NewCo or its or their Affiliates of any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein and (iii) except to the extent of the Trustee's obligations explicitly set forth herein or in any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein, shall not have any liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the transactions contemplated herein or therein; provided, however, that the Parties hereby acknowledge that the sole recourse against the Trustee for any breach of this Agreement shall be to seek a decree of specific performance from any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith (and the prevailing party in any such proceeding shall be entitled to payment of their reasonable fees and expenses incurred in connection with the enforcement of their rights hereunder). Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, in making the credit bid for the Indenture Purchased Assets, and in transferring the right to receive the Indenture Purchased Assets to NewCo and in taking all other actions in connection with the foregoing (whether pursuant to this Agreement, any other agreement, instrument or document executed in connection therewith or otherwise), (i) the Trustee shall not be deemed to have assumed in any respect possession, title or control with respect to any of the Indenture Purchased Assets or other any other assets, (ii) the Trustee shall be entitled to all of the indemnification, reimbursement, exculpatory and other protections provided in the applicable Operative Documents (as defined in the Pass Through Agreements), and the Requisite Trustee Direction, and (iii) the transfer of the right to receive the Indenture Purchased Assets by the Trustee to NewCo shall be AS IS, WHERE IS, without any representations, warranties or recourse whatsoever.

Notwithstanding anything to the contrary herein or in any Transaction Documents, in the event that it is not the successful bidder at the Auction or does not otherwise acquire the Purchased Assets and/or the Business, Deutsche Bank Trust Company Americas, as Trustee or in any other capacity, (i) expressly reserves all of its rights, remedies, privileges, options, benefits and protections under the Operative Documents, including, without limitation, (x) all of its rights in respect of the proceeds of its credit bid hereunder of a portion of the Lessor Note Indebtedness for the Indenture Purchased Assets and (y) the charging liens and other rights provided in sections 3.3, 3.6, and 5.4 of the Indentures and section 7.7 of the Pass Through Agreements, and (ii) shall not be obligated to release any claims against any Person. Further, notwithstanding anything to the contrary herein or in any Transaction Documents, nothing in this Agreement or the Transaction Documents shall (or shall be deemed to) compromise, reduce, or otherwise impair the Trustee's rights, remedies, privileges, options, benefits and protections with respect to (x) the assets remaining in the Indenture Estate following the consummation of the transactions contemplated herein, including, without limitation, deficiency claims against the Debtors remaining after the credit bids provided for herein or (y) the charging liens and other rights provided in sections 3.3, 3.6, and 5.4 of the Indentures and section 7.7 of the Pass Through

Agreements. No provision of this Agreement, whether stated as a condition, covenant or otherwise, purporting to benefit the Trustee or limiting the duties or obligations of the Trustee, may be invoked by any party (including without limitation, any of Sellers or NewCo) other than the Trustee, whether as a condition of closing, condition of the effectiveness of any Credit Bid hereunder, or otherwise.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective officers thereunto duly authorized, as of the date first written above.

AES EASTERN ENERGY, L.P.
By: AES NY, LLC, its General Partner

By:_____
Name:
Title:

AES SOMERSET, LLC

By:_____
Name:
Title:

AES CAYUGA, LLC

By:_____
Name:
Title:

AES WESTOVER, LLC

By:_____
Name:
Title:

AES GREENIDGE, LLC

By: _____
Name:
Title:

AES NY3, LLC

By:_____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE

BY: DEUTSCHE BANK NATIONAL TRUST COMPANY

By:_____
Name:
Title:

By:_____
Name:
Title:

SOMERSET CAYUGA HOLDING COMPANY, INC.

By: _____
Name:
Title:

Aurora R. Valenti
TOMPKINS COUNTY CLERK
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax (607) 274-5445

Instrume
598401-037

No of Pages (including this cover page)	9
Receipt No	598401
Date	10/10/2012
Time	12 41 PM
Document Type	DEED
Parties To Transaction	MILLIKEN TERM
Town/City	LANSING

Delivered By
LORI SCANLON

Return To
ENV

Deed Information		**Mortgage Information**
Taxable Consideration	$0 00	Taxable Mortgage Amount
State Transfer Tax	$0 00	Basic Mortgage Tax
County Transfer Tax	$0 00	Special Mortgage Tax
RETT No	00390	Additional Mortgage Tax
		Local Mortgage Tax
State of New York Tompkins County Clerk		Mortgage Serial No

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York

Aurora R Valenti

Tompkins County Clerk

Please do not remove this page.

5984401-037

Record + return to:
First American
633 Third Ave
New York, NY 10017

QUITCLAIM DEED

THIS INDENTURE, made as of the 8th day of August 2012,

BETWEEN:

MILLIKEN FACILITY TRUST A-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST A-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST B-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST B-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST C-1
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

MILLIKEN FACILITY TRUST C-2
c/o Wilmington Trust Company, as Trustee
Rodney Square North, 1100 North Market Street
Wilmington, Delaware 19890

PARTY OF THE FIRST PART

CAYUGA OPERATING COMPANY LLC,
a Delaware limited liability company
228 Cayuga Drive
Lansing, New York 14882

PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR ($1 00), and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever.

THIS QUITCLAIM DEED is subject to the trust provisions of Section 13 of the Lien Law

6203216 2

IN WITNESS WHEREOF, the party of the first part has duly executed this Quitclaim Deed the day and year first above written

In presence of

MILLIKEN FACILITY TRUST A-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST A-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST B-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST B-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S.
Mark H. Brzoska

MILLIKEN FACILITY TRUST C-1
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By _____ L S
Mark H. Brzoska

MILLIKEN FACILITY TRUST C-2
By Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____ L S
Mark H. Brzoska

6203216 2

STATE OF Delaware)
COUNTY OF New Castle)

On this 8 day of Aug 20 12, before me, the undersigned, a notary public in and for said state, personally came Mark H. Brzoska, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

Notary Public

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 9, 2015

JACQUELINE SOLONE NOTARY PUBLIC STATE OF DELAWARE MY COMMISSION EXPIRES MARCH 9, 2015

6203216 2

CAYUGA PROPERTY:
[SURVEY AND RECORD DESCRIPTION]:
ALL THOSE CERTAIN LOTS, PIECES, OR PARCELS OF LAND SITUATE, LYING AND BEING SOUTHWESTERLY OF LAKE RIDGE ROAD IN THE TOWN OF LANSING, COUNTY OF TOMPKINS, AND STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, AES EASTERN ENERGY, L P., TMN'S 11-1-3.211 & 11-1-3.212, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE", AS PREPARED BY HULBERT ENGINEERING AND LAND SURVEYING, P.C., BINGHAMTON, NEW YORK DATED MAY 10, 2012. (HELS JOB# 12047 01), BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL I

(FOR INFORMATION ONLY· FORMERLY TAX PARCEL 12-1-15.4, CURRENTLY PART OF TAX PARCEL 11-1-3.212)

BEGINNING AT A FOUND 5/8 INCH REBAR (CAP DESTROYED) AT THE INTERSECTION OF THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B AND DORIS M. SOVOCOOL ON THE SOUTHWEST WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;

RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

(1) NORTH 42°33'03" EAST, A DISTANCE OF 6.31 FEET TO A POINT;
(2) THENCE NORTH 36°55'09" EAST, A DISTANCE OF 231.35 FEET TO A POINT;
(3) THENCE NORTH 36°58'55" EAST, A DISTANCE OF 148.03 FEET TO A POINT;
(4) THENCE NORTH 45°59'38" EAST, A DISTANCE OF 279.03 FEET TO A POINT;
(5) THENCE NORTH 56°44'31" EAST, A DISTANCE OF 573.26 FEET TO A POINT;
(6) THENCE NORTH 57°53'32" EAST, A DISTANCE OF 481.66 FEET TO A POINT;
(7) THENCE NORTH 56°55'34" EAST, A DISTANCE OF 191 91 FEET TO A POINT;
(8) THENCE NORTH 53°19'29" EAST, A DISTANCE OF 215.01 FEET TO A FOUND 3/4 INCH REBAR;
(9) THENCE NORTH 49°59'32" EAST, A DISTANCE OF 164.68 FEET TO A POINT;
(10) THENCE NORTH 51°24'49" EAST, A DISTANCE OF 302.11 FEET TO A FOUND 3/4 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE NORTHEAST,

THENCE SOUTH 41°09'02" EAST, ALONG THE LAST MENTIONED DIVISION LINE AND PASSING THROUGH A FOUND 3/4 INCH REBAR, A DISTANCE OF 162 59 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HOLCIM (US) INC ON THE SOUTHEAST,

THENCE SOUTH 50°51'05" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465.80 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B. SOVOCOOL ON THE EAST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING NINE (9) COURSES AND DISTANCES

(1) SOUTH 12°41'50" WEST, A DISTANCE OF 241.39 FEET TO A POINT;
(2) THENCE SOUTH 29°29'34" EAST, A DISTANCE OF 101 18 FEET TO A POINT;
(3) THENCE SOUTH 33°48'57" WEST, A DISTANCE OF 162.71 FEET TO A POINT;
(4) THENCE SOUTH 56°20'40" WEST, A DISTANCE OF 120.23 FEET TO A POINT;
(5) THENCE SOUTH 85°26'00" WEST, A DISTANCE OF 169.68 FEET TO A POINT;
(6) THENCE SOUTH 39°53'52" WEST, A DISTANCE OF 142.33 FEET TO A POINT;
(7) THENCE SOUTH 44°56'59" WEST, A DISTANCE OF 195.26 FEET TO A POINT;
(8) THENCE SOUTH 40°07'15" WEST, A DISTANCE OF 137.66 FEET TO A POINT;

(9) THENCE SOUTH 66°08'22" WEST, A DISTANCE OF 157.66 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY ROGER B SOVOCOOL ON THE SOUTHEAST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY GLENN A COBB AND HEATHER E. MILLER ON THE SOUTHEAST, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
(1) SOUTH 50°57'51" WEST, A DISTANCE OF 382 75 FEET TO A POINT;
(2) THENCE SOUTH 24°26'48" WEST, A DISTANCE OF 170.62 FEET TO A POINT,
(3) THENCE SOUTH 52°08'38" WEST, A DISTANCE OF 362.44 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED DIVISION LINE;
THENCE NORTH 35°50'06" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 482.38 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 1,085,028 SQUARE FEET OR 24.9088 ACRES, MORE OR LESS.

PARCEL II
(FOR INFORMATION ONLY: FORMERLY TAX PARCEL 12-1-15.5; CURRENTLY PART OF TAX PARCEL 11-1-3.212)
BEGINNING AT A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTHWEST AT ITS INTERSECTION WITH THE EXISTING SOUTHEASTERLY ROAD BOUNDARY OF MILLIKEN STATION ROAD;
RUNNING THENCE ALONG SAID ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
(1) NORTH 52°23'08" EAST, A DISTANCE OF 126.26 FEET TO A POINT;
(2) THENCE NORTH 44°53'16" EAST, A DISTANCE OF 174.04 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY ROGER B AND DORIS M. SOVOCOOL ON THE NORTHEAST;
THENCE SOUTH 35°50'06" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 465 35 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTHWEST AND THE PROPERTY NOW OR FORMERLY OWNED BY PETER F. SOVOCOOL ON THE SOUTHEAST;
THENCE SOUTH 52°08'38" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 280.00 FEET TO A POINT AT ITS INTERSECTION WITH SAID FIRST MENTIONED DIVISION LINE,
THENCE NORTH 38°10'38" WEST ALONG SAID FIRST MENTIONED DIVISION LINE, A DISTANCE OF 443 62 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING 130,000 SQUARE FEET OR 2 9844 ACRES, MORE OR LESS.

PARCEL III
(FOR INFORMATION ONLY· FORMERLY TAX PARCEL 11-1-32; CURRENTLY TAX PARCEL 11-1-3 211 AND PART OF 11-1-3.212)
BEGINNING AT A FOUND 1 1/4 INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD
AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;
RUNNING THENCE SOUTH 85°30'32" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;
THENCE SOUTH 06°42'21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY

AES EASTERN ENERGY, L.P ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D., SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH 'MACNEILL" CAP ON THE NORTHEASTERLY ROAD BOUNDARY OF MILLIKEN DRIVE (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;
THENCE SOUTH 87°59'24" WEST, ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C JONES, JR ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;
THENCE SOUTH 02°11'01" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH SAID NORTHWESTERLY ROAD BOUNDARY OF MILLIKEN DRIVE;
THENCE ALONG THE LAST MENTIONED ROAD BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:
(1) SOUTH 73°59'07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;
(2) THENCE SOUTH 68°24'42" WEST, A DISTANCE OF 274 77 FEET TO A POINT;
(3) THENCE SOUTH 61°34'36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;
(4) THENCE SOUTH 58°34'58" WEST, A DISTANCE OF 114 45 FEET TO A POINT;
(5) THENCE SOUTH 56°02'40" WEST, A DISTANCE OF 654.22 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE NORTH 84°42'07" WEST, A DISTANCE OF 226 88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 04°20'49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE SOUTH 60°35'39" WEST, A DISTANCE OF 276 49 FEET TO A POINT;
(9) THENCE SOUTH 61°12'56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;
(10) THENCE SOUTH 56°20'26" WEST, A DISTANCE OF 167 16 FEET TO A FOUND 5/8 INCH REBAR,
(11) THENCE SOUTH 51°24'49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;
(12) THENCE SOUTH 49°59'32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;
(13) THENCE SOUTH 53°20'04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;
(14) THENCE SOUTH 56°55'34" WEST, A DISTANCE OF 189 95 FEET TO A POINT;
(15) THENCE SOUTH 57°53'32" WEST, A DISTANCE OF 481 74 FEET TO A POINT;
(16) THENCE SOUTH 56°44'31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;
(17) THENCE SOUTH 45°59'38" WEST, A DISTANCE OF 287 59 FEET TO A POINT;
(18) THENCE SOUTH 36°58'55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;
(19) THENCE SOUTH 36°55'09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;
(20) THENCE SOUTH 42°33'03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;
(21) THENCE SOUTH 44°53'16" WEST, A DISTANCE OF 170 82 FEET TO A POINT;
(22) THENCE SOUTH 52°23'08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;
(23) THENCE SOUTH 38°31'17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;
THENCE SOUTH 51°54'52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L P ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC ON THE SOUTHWEST;
THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST, THE FOLLOWING SIX (6)

COURSES AND DISTANCES:
(1) NORTH 38°31'19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;
(2) THENCE NORTH 51°28'43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;
(3) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;
(4) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;
(5) THENCE NORTH 38°31'17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(6) THENCE SOUTH 51°28'43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING EASTERLY SHORELINE OF CAYUGA LAKE;
THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS,
DEFINED BY THE FOLLOWING FOUR (4) CHORDS AND DISTANCES:
(1) NORTH 31°20'00" WEST, A DISTANCE OF 1,030 76 FEET TO A POINT,
(2) THENCE NORTH 12°06'25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;
(3) THENCE NORTH 18°16'16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;
(4) THENCE NORTH 12°11'02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:
(1) SOUTH 89°53'55" EAST, A DISTANCE OF 341 37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE SOUTH 82°57'21" EAST, A DISTANCE OF 2,100 00 FEET TO A POINT;
(3) THENCE NORTH 10°27'25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 79°32'39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(5) THENCE NORTH 85°27'44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;
(6) THENCE NORTH 87°42'52" EAST, A DISTANCE OF 398.52 FEET TO A POINT,
(7) THENCE NORTH 87°57'59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;
THENCE NORTH 01°20'08" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;
THENCE NORTH 88°13'10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;
THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY, THE FOLLOWING TWO (2) COURSES AND DISTANCES·
(1) SOUTH 22°47'17" EAST, A DISTANCE OF 730 30 FEET TO A POINT;
(2) THENCE SOUTH 23°03'52" EAST, A DISTANCE OF 903 69 FEET TO THE POINT OR PLACE OF BEGINNING
CONTAINING 17,802,087 SQUARE FEET OR 408.6797 ACRES, MORE OR LESS.
TOGETHER WITH THE BENEFITS OF AND SUBJECT TO THE BURDENS CONTAINED IN THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) DATED AS OF 5/1/1999 MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L P., AND RECORDED ON 5/20/1999 IN LIBER 847 CP 46.
EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PARCEL III, THE SUBSTATION PARCEL AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTERLINE OF MILLIKEN ROAD, SAID POINT BEING 4,130 FEET SOUTHWESTERLY MEASURED ALONG SAID CENTERLINE FROM A POINT AT ITS INTERSECTION WITH THE CENTERLINE OF RELOCATED MILLIKEN ROAD;

RUNNING THENCE NORTH 08°06'12" WEST, THROUGH THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P., A DISTANCE OF 1,036.40 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC AND GAS CORPORATION ON THE EAST, SAID 5/8 INCH REBAR ALSO BEING THE POINT OR PLACE OF BEGINNING;
THENCE FROM SAID POINT OR PLACE OF BEGINNING, ALONG THE LAST MENTIONED DIVISION LINE, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES
(1) NORTH 18°27'27" WEST, A DISTANCE OF 120.43 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(2) THENCE NORTH 71°32'33" EAST, A DISTANCE OF 24 00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(3) THENCE NORTH 19°00'30" EAST, A DISTANCE OF 50.72 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(4) THENCE NORTH 71°38'14" EAST, A DISTANCE OF 124 62 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(5) THENCE NORTH 34°08'45" EAST, A DISTANCE OF 34.78 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP,
(6) THENCE NORTH 18°12'56" WEST, A DISTANCE OF 62 67 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(7) THENCE SOUTH 71°56'47" WEST, A DISTANCE OF 38.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(8) THENCE NORTH 18°10'09" WEST, A DISTANCE OF 121.12 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(9) THENCE NORTH 72°11'11" EAST, A DISTANCE OF 48 83 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(10) THENCE NORTH 18°30'01" WEST, A DISTANCE OF 60.86 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(11) THENCE NORTH 71°56'43" EAST, A DISTANCE OF 251.15 FEET TO A POINT;
(12) THENCE SOUTH 18°09'51" EAST, A DISTANCE OF 357.80 FEET TO A POINT;
(13) THENCE SOUTH 71°49'49" WEST, A DISTANCE OF 244.57 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(14) THENCE SOUTH 18°04'07" EAST, A DISTANCE OF 68.93 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;
(15) THENCE SOUTH 71°52'26" WEST, A DISTANCE OF 222.67 FEET TO THE POINT OR PLACE OF BEGINNING.

Tompkins County Clerk Recording Page

Return To

Aurora R. Valenti, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **JUDGMENT**

Receipt Number: 13-37829

Party 1
AES CREATIVE RESOURCES LP

Party 2
NEW YORK STATE DEPT OF LABOR - UNEMPLOYMENT INSURANCE DIVISION

Fees	
Total Fees Paid:	$0.00

Damages Amt: $1,161.61

Instrument #: 2013-11566 Total Judgment Amt: $1,448.53

State of New York
County of Tompkins

Filed on August 26th, 2013 at 12:41:13 PM
with a total page count of **3**.

Aurora R. Valenti

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

HH

Do Not Detach

DAVID A. PATERSON
GOVERNOR

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

CARLA CHIARO
ACTING COMMISSIONER

HOWARD L. ZWICKEL
DEPUTY COMMISSIONER AND COUNSEL

October 25, 2010

Gerald S. Goodenough
Plant Manager
AES Cayuga
228 Cayuga Drive
Lansing, NY 14882

RE: Easement Renewal
State to AES Cayuga, LLC
96 Inch Pipeline – Cayuga Lake

Dear Mr. Goodenough:

Enclosed is the executed easement renewal for the Cayuga Lake intake pipeline originally conveyed October 20, 1983. The new easement term expires October 20, 2033. The easement was recorded in the Department of State on October 15, 2010 in Volume 52 of Miscellaneous Deeds and Title Papers at page 74.

Also enclosed for use in local recording in the Tompkins County Clerk's office is Form TP-584, executed by the agency. Please add any missing information prior to signature.

Thank you for your cooperation in this matter. Contact me at 518-474-8831, if there are any questions.

Sincerely,

Thomas A. Pohl
Associate Attorney

Enclosure

THIS INDENTURE made this 27th day of April, 2010, between THE PEOPLE OF THE STATE OF NEW YORK acting by the Commissioner of General Services having its office and place of business at Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, hereinafter referred to as the "Grantor", and AES Cayuga, L.L.C., a Delaware limited liability company, having its principal office and place of business at 228 Cayuga Drive, Lansing, New York 14882 hereinafter referred to as the "Grantee";

WITNESSETH, that the Grantor, pursuant to Section 3, subdivision 2 of the Public Lands Law and Findings of the Commissioner dated April 27, 2010, and in consideration of the sum of Ten Thousand Seven Hundred and Twelve Dollars ($10,712.00), lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and assigns of the Grantee, the right, privilege and easement to operate and maintain an existing 96 inch internal diameter intake pipe line and wooden dock and appurtenances thereof, hereinafter collectively referred to herein as the "facilities," on the land underwater hereinafter described:

PARCEL ONE

All that piece or strip of land thirty feet in width under the waters of Cayuga Lake in the Town of Lansing, County of Tompkins, State of New York the centerline of which is described as follows:

Beginning at a point in the east shoreline of Cayuga Lake about one thousand two hundred seventy feet northerly from the center of the intersection of the Lehigh Valley Railroad tracks with the centerline of Milliken Road, formerly known as Lake Ridge Road, a County highway in the Town of Lansing, Tompkins County, which point of beginning is North seventy-two degrees twenty-one minutes, West sixty-two and eight one-hundredths feet from the northwesterly corner of #1 Unit – Ash Collector Foundation and North forty-three degrees twenty-seven minutes, West ninety-three and eight one-hundredths feet from the southwesterly corner of said building; thence into the waters of

Lake Cayuga South sixty-nine degrees, no minutes, West five hun twenty-six feet.

PARCEL TWO

All that piece of parcel of land under the waters of Cayuga Lake in the Town of Lansing, County of Tompkins, State of New York, and more particularly bounded and described as follows:

Beginning at a point in said east shoreline one hundred fifty-two and five tenths feet southerly of the centerline of the easement for the 96 inch pipeline granted simultaneously with this grant of easement; thence southerly twenty-five feet along said east shore line; thence westerly at right angles to the last course sixty feet; thence northerly parallel to the east shore line twenty-five feet; thence easterly sixty feet to the point of beginning.

All as shown on a map filed with the original application in the Office of the Department of State and in the Office of General Services in Albany, New York.

Project: Golden Lake
francus@bedrockenergy.com
11/12/2025 3:39:13 PM
Rebecca Francus

This grant of easement is a renewal of an easement granted to New York State Electric & Corporation by the People of the State of New York, dated October 20, 1983 and recorded in the Department of State in Albany, New York on May 18, 1984 in Volume 26 of Miscellaneous Deeds and Title Papers at page 121. This grant of easement commences from the date hereof and terminates on October 20, 2033, unless sooner terminated as hereinafter provided and is made and accepted subject to the following covenants, terms and conditions:

1. At the termination of the easement hereby granted, the Grantee agrees at the expense of the Grantee and at no expense to the Grantor to remove at once the said facilities from the land affected and leave said land in as nearly the same condition as possible as it was prior to construction.

2. The easement hereby granted is granted only with respect to the facilities. If the facilities shall not have been maintained and used for a period of two years, the easement shall cease and determine without action to such effect being taken by the Grantor and all the rights of the Grantee shall then terminate and, furthermore, in such event, the provisions for removal of said electric line above set forth in Paragraph 1 shall apply in the same manner and to the same effect as so set forth.

3. Grantee assumes all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the facilities referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said facilities, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantee or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising therefrom. The Grantee agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

4. The easement hereby granted shall not be assigned or transferred without the written consent of the Commissioner of General Services.

5. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforedescribed parcel of land.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

THE PEOPLE OF THE STATE OF NEW YORK

By: John C. Egan
John C. Egan
Commissioner of General Services

STATE OF NEW YORK }
: SS.:
COUNTY OF ALBANY }

On the 27th day of April, in the year 2010, before me, the undersigned personally appeared John C. Egan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

Notary Public, State of New York
Qualified in County of:
My Commission Expires:

THOMAS A. POHL
Notary Public, State of New York
Appointed in Saratoga County
My Commission Expires 7/28/13
02P05082571

Approved as to form this 3rd day
of May, 2010

ANDREW M. CUOMO
Attorney General

By
Robert J. Fleury
~~Principal Attorney~~
Asst ATTy General

EASEMENT

THE PEOPLE OF THE STATE OF NEW YORK

AND

AES CAYUGA, L.L.C.

Recorded in the Department of State in Volume 52 *of Miscellaneous Deeds and Title Papers at page* 74 *on* Oct. 15 *2010.*

Daniel E. Shapiro
First Deputy, Secretary of State

By J. Causey

Linda Lasch
Miscellaneous Records

78

NEW YORK STATE OF OPPORTUNITY. | Office of General Services

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

June 16, 2017

VIA UPS EXPRESSMAIL
Cayuga Operating Company LLC
228 Cayuga Drive
Lansing, NY 14882
Attn: John C. Marabella

Re: Easement to Cayuga Operating Company LLC
Town of Lansing, County of Tompkins - LUW01995

Dear Mr. Marabella:

Enclosed is the executed easement for water intake screens located under the waters of Cayuga Lake.

The easement was recorded in the Department of State on June 14, 2017 in Volume 59 of Miscellaneous Deeds and Title Papers at page 45. Please utilize the enclosed TP-584 form for the recording of the executed easement in the Tompkins County Clerk's office.

Please check the form and add any missing information.

Thank you for your patience and cooperation.

Very truly yours,

Chad Cook
Senior Attorney

Enclosures

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:00:15 PM
Rebecca Francus

TP-584 (4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time s Section 3, Item c.

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantor)*			Social security number
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	New York State Office of General Services			
	Mailing address 41st Floor, Corning Tower Building, Empire State Plaza			Social security number
	City Albany	State NY	ZIP code 12242	Federal EIN 14-6013200
	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* (☐ *check if more than one grantee)*			Social security number
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Cayuga Operating Company LLC			
	Mailing address 228 Cayuga Drive			Social security number
	City Lansing	State NY	ZIP code 14882	Federal EIN
	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
		Lands Under the Waters of Cayuga	Wappinger	Tompkins

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☒ Other Under Water

Date of conveyance: 05 (month) | 10 (day) | 2017 (year)

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☒ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ Schedule B., Part II $	Date received	Transaction number

684

Rebecca Francus 3:09:... 1/1/2025 francus@beaumilenerg.com Project Golden Lake

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed**	1.	8372	00
2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0	00
3 Taxable consideration *(subtract line 2 from line 1)*	3.	8372	00
4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.		00
5 Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.		
6 Total tax due* *(subtract line 5 from line 4)*	6.		00

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1 Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.		
2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.		
3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.		

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:

   ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.

   ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).

   ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.

   ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

   Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

   ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:

   ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.

   ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the* ***NYC Department of Finance.****)*

Robert Fraser 15 2025 Julie Colleen Blakeney.com

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
	Senior Attorney		
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

THIS INDENTURE made this 10th day of May, 2017, between THE PEOPLE OF THE STATE OF NEW YORK acting by the Commissioner of General Services having its office and place of business at Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, hereinafter referred to as the "Grantor," and the Cayuga Operating Company LLC, a Delaware limited liability company, having its principal office and place of business at 228 Cayuga Drive, Lansing, New York 14882, hereinafter referred to as the "Grantee,"

WITNESSETH, that the Grantor, pursuant to Section 3, subdivision 2 of the Public Lands Law and Findings of the Commissioner dated May 10, 2017 and in consideration of the sum of Eight Thousand Three Hundred and Seventy-Two ($8,372.00) Dollars, lawful money of the United States of America, paid by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and the successors and assigns of the Grantee, the right, privilege and easement for the installation, operation and maintenance of water intake screens, hereinafter referred to as the "structures and/or improvements," on the parcel of land under the water of Cayuga Lake as hereinafter described:

All that piece or parcel of land situate in the Town of Lansing, County of Tompkins and State of New York, being bounded and described as follows:

Beginning at a point on the low water line of Cayuga Lake on the northerly boundary of a 30 foot wide easement granted to AES Cayuga, L.L.C., dated April 27, 2010 and recorded in the Department of State in Volume 52 of Miscellaneous Deeds and Title Papers at page 74, said point of beginning being the following two courses and distances from the northwest corner of lands, now or formerly, of New York State Electric and Gas Corporation (Tax Map Section 11, Block 1, Lot 3.23), said northwest corner being on the easterly boundary of lands of Cayuga Operating Company LLC (Instrument No. 598401-037):

1. S 54° 09' 38" W, a distance of 734.96 feet to a point; and

2. S 60° 02' 29" W, a distance of 84.78 feet to the point of beginning;

thence from said Point of Beginning into the waters a Cayuga lake the following seven courses and distances:

1. S 60°02'29" W, along said northerly boundary of said easement granted to AES Cayuga, L.L.C., a distance of 441.22 feet to a point at the northwest corner thereof;

2. S 29°57'31" E, a distance of 70 feet to a point;

3. S 60°02'29" W, a distance of 132.00 feet to a point;

4. N 29°57'31" W, a distance of 120.00 feet to a point;

5. N 60°02'29" E, a distance of 132.00 feet to a point;

6. S 29°57'31" E, a distance of 45.00 feet to a point; and

7. N 60°02'29" E, a distance of 432.03 feet to a point on the low water line of Cayuga Lake;

thence N 88°35'40" E, along said low water line, a distance of 10.46 feet to the point or place of beginning, containing 18,023 square feet of land, more or less.

As shown on a map entitled "State of New York Office of General Services Submerged Land Application Map in the Application of Cayuga Operating Company LLC," dated August 22, 2016 and filed in the Office of General Services in Albany, New York as O.G.S. Map No. 2577.

This grant of easement commences on the date hereof and terminates on October 20, 2033, unless sooner terminated as hereinafter provided, and is made and accepted subject to the following covenants, conditions and restrictions:

1. At the termination of the easement hereby granted, the Grantee, for itself and its successors in interest hereunder, agrees, at its own expense and at no expense to the Grantor, to remove at once the structures and/or improvements and appurtenances installed or maintained hereunder from the land affected hereby and to leave said land in as nearly the same condition as possible as it was prior to the construction hereby authorized.

2. The easement hereby granted is granted only with respect to the structures and/or improvements described in Grantee's applications and shown on the maps or plans accompanying the applications or substantially as so described. If the structures and/or improvements shall not be maintained and used for a period of three years, this easement shall cease and determine, without action to such effect being taken by the Grantor, and all the rights of the Grantee and its successors hereunder shall then

460

terminate; and, furthermore, in such event, the provisions for removal as above set forth in Paragraph 1 shall apply in the same manner and with the same effect as so set forth.

3. The construction, reconstruction, installation, repair, maintenance and operation of the structures and/or improvements shall be in accordance with all applicable safety rules and regulations and so as not to constitute a hazard or nuisance to persons and property, and shall be in compliance with all applicable statutes, laws and ordinances, federal, state or municipal, and with the codes, rules, regulations and orders of any governmental department, office, board, commission or other body having jurisdiction in the matter.

4. In the event of the abandonment of said easement and the removal of said structures and/or improvements, the easement herein granted shall terminate and revert to the Grantor, free and clear of any and all liens, mortgages or encumbrances, and without any affirmative action by the Grantor.

5. The easement herein granted shall not be assigned by the Grantee without the prior written consent of the Grantor.

6. Grantee assumes all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the structures and/or improvements referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said structures and/or improvements, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantee or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising there from. The Grantee agrees, upon being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

7. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforedescribed parcel of land.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be

47

construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

48

THE PEOPLE OF THE STATE OF NEW YORK

By: RoAnn M. Destito

RoAnn M. Destito.
Commissioner of General Service

STATE OF NEW YORK }
: SS.:
COUNTY OF ALBANY }

On the 10th day of May, in the year 2017, before me, the undersigned personally appeared RoAnn M. Destito, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SUSAN G PULVER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU6289995
Qualified In Columbia County
My Commission Expires October 07, 2017

Susan G. Pulver
Notary Public, State of New York
Qualified in County of:
My Commission Expires:

Approved as to form this 19th day of May, 2017

Eric T. Schneiderman
Attorney General

By: Jeanne M. Kang
~~Assistant Attorney General~~
Associate Attorney

49

EASEMENT

THE PEOPLE OF THE STATE OF NEW YORK

TO

Cayuga Operating Company LLC

Recorded in the Department of State in Volume 59 of Miscellaneous Deeds and Title Papers at page 45 on June 14, 2017

Brendan Fitzgerald
Executive Deputy Secretary of State

By J. Lasch

Linda Lasch
Miscellaneous Records

50

NYSEG

October 12, 2016

Doug Roll
Cayuga Operating Co. Inc.
Heorot Power
228 Cayuga Drive
Lansing, NY 14882

RE: NYSEG's 34.5 kV Line to Cargill
Off Rte 34B
Town of Lansing/Tompkins County
Tax Map: 11-1-3.211 and 3.212

Dear Mr. Roll:

Enclosed please find the transmission easement we discussed last week at our meeting.

This easement will give NYSEG permission to install a 34.5 kV line next to the existing 34.5 kV line currently on the property along with an easement and clearing width of 100 feet as indicated on the attached Exhibit's to the easement.

Kindly review the easement with Heorot and if there are no objections, then, I would ask that you have the easement signed, dated and notarized in black ink; please return in the enclosed envelop.

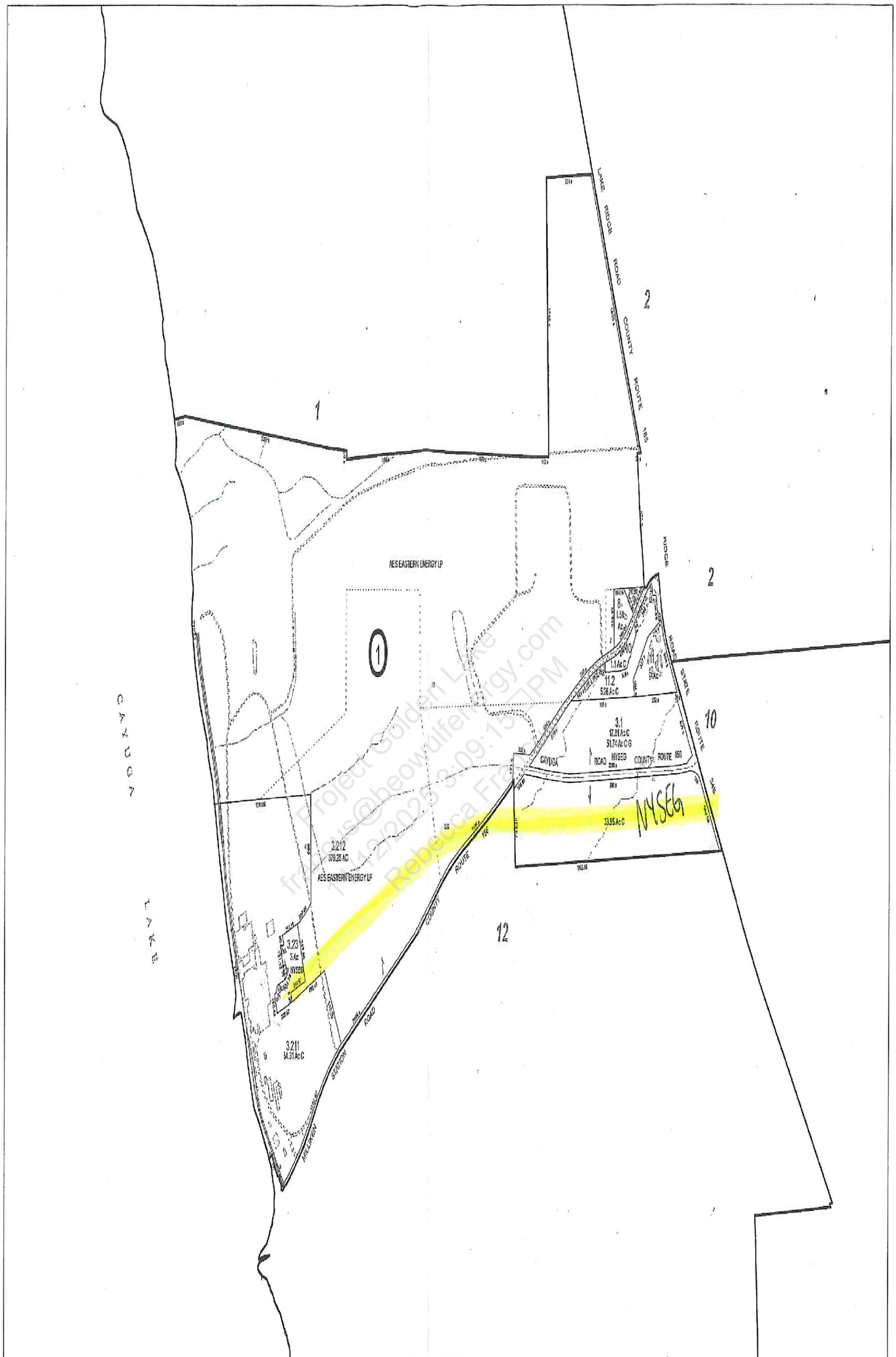
If you have any questions, please contact me at 914-953-5507.

Thank you for your cooperation in this matter.

Sincerely,

Debra A. Drake, Supervisor
IUSA Right of Way

Printed on recycled paper



FOR TAX PURPOSES ONLY

NOT TO BE USED FOR CONVEYANCE

All lots map is a conformed to the New York State Plane Central Coordinate System using the 1983 North American Datum. Property lines have been digitized to 1999 NJ Tompkins County Digital Parcel data set by Dewberry, and, in a few instances and accepted using record legal descriptions. For complete legal descriptions or ownership, please refer to the appropriate deeds and surveys.

NOTICE OF DISCLAIMER

This map represents a compilation of graphical and informational data from deeds and surveys, digital sources, base maps, and digital orthophotos of the Lansing area. Every reasonable effort was expended to ensure the cartographic representation of this information, but no guarantee is made by the Town of Lansing as to the accuracy or completeness of the information contained on this map. The Town of Lansing expressly disclaims any warranties, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, that may arise from the use of this map. The Town of Lansing shall not be liable for any damages or consequences that may result from the use of this map.

SPECIAL DISTRICT INFORMATION

Lansing Central School District
Lansing Fire District #1

LEGEND

- Building Footprint (1991-2014)
- Curb/Pavement Line
- Railroad
- Hydrography
- Special Districts
- Municipality
- Military Tract/Within & Filed Lot Number
- Parcel Connector
- Property Line
- Former Property Line
- Current Year Changes
- Block Line
- External Tax Map
- Block Number

43.1 Parcel Lot Number
3.12 Previous Lot Number
4.3 Subdivision Lot Number
5.6 Ac Deed/Survey Acreage
5.11 Ac C Computed Acreage
10.53 Ac G Grouped (Total) Acreage
10% Stated (Calculated) Acreage
10x8 Deed Dimension

TOWN OF LANSING

TOWN OF LANSING

TOMPKINS COUNTY, N.Y.

North

200 0 200 400 Feet

MAP: 11

SCALE: 1" = 400'

MAP REVISED: 6/13/2014
MAP PRINTED: 6/13/2014

125

10

LIBER 847 PAGE 46

03387

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

(MILLIKEN STATION)

BETWEEN

NEW YORK STATE ELECTRIC & GAS CORPORATION

AND

AES EASTERN ENERGY, L.P.

DATED: As of May 1, 1999

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

RECEIVED
$ -0-
MAY 20 1999
REAL ESTATE
TRANSFER TAX
TOMPKINS COUNTY
2464

NY2: 221470.04

LIBER 847 PAGE 47

TABLE OF CONTENTS

		Page
ARTICLE 1	BACKGROUND AND OBJECTIVES	3
ARTICLE 2	INTENT AND DEFINITIONS	5
2.1	Intent	5
2.2	Definitions in APA and ICA	5
2.3	Definitions in this Agreement	5
2.4	Additional Definitions	7
2.5	Interpretation	8
ARTICLE 3	EASEMENTS	8
3.1	Grant of Easements to NYSEG	8
3.2	Grant of Easements to AEE	11
3.3	General Scope of Easements	12
3.4	Interpretation	13
3.4A	Relocation of Easements	15
3.5	Electric and Gas Easements	15
3.6	Rules and Regulations	16
3.7	No Obstruction	16
3.8	Repair and Maintenance	16
3.9	Effective Date	17
3.10	No Interference	17
3.11	Brine Concentrator	17
ARTICLE 4	TAXES, ASSESSMENTS, AND OTHER CHARGES	17
4.1	Payment of Taxes	17
4.2	Personal Property Taxes	18
4.3	Timing of Payment	18
4.4	Cooperation with Respect to Tax Abatements	18
4.5	Tax Contests	18
ARTICLE 5	MECHANICS' LIENS	19
5.1	Notice Regarding Labor and Materials	19
5.2	Disposition of Liens	19

Project Golden Lake
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1/12/2025 3:09:15 PM EST
Rebecca Francus

LIBER 847 PAGE 48

ARTICLE 6 CONDEMNATION 19
6.1 Right to Participate 19
6.2 Total Taking 20
6.3 Disposition of Award 20

ARTICLE 7 DEFAULTS 20
7.1 Events of Default 20
7.2 Right of Self Help 20
7.3 Interest 21
7.4 Enforcement Rights 21
7.5 No Forfeiture 21

ARTICLE 8 MISCELLANEOUS 21
8.1 Exhibits 21
8.2 Headings 21
8.3 Interpretation 21
8.4 Governing Law 21
8.5 Entire Agreement 21
8.6 Modifications, Waivers, Consents 22
8.7 Binding Effect 22
8.8 Covenants Not Conditions 22
8.9 Severability of Void Provisions 22
8.10 Estoppel Certificates 22
8.11 Notices 22
8.12 Independent Covenants 23
8.13 Recording 23
8.14 Counterparts 23
8.15 Amendments 23
8.16 No Joint Venture 23
8.17 Waivers; Remedies Cumulative 23
8.18 Location of Easements 24
8.19 Financing Provisions 25

LIBER 847 PAGE 49

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT dated as of May 1, 1999, by and between **NEW YORK STATE ELECTRIC & GAS CORPORATION** ("NYSEG"), a corporation organized and existing under and pursuant to the laws of the State of New York and having an office for the transaction of business at Corporate Drive, Kirkwood Industrial Park, Binghamton, New York 13902-5225, and **AES EASTERN ENERGY, L.P.** ("AEE"), a limited partnership organized and existing under and pursuant to the laws of the State of Delaware with its principal place of business at 1001 North 19th Street, Arlington, Virginia 22209. NYSEG and AEE may be referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 1 - Background and Objectives

NGE Generation, Inc. ("NGE"), NYSEG and AES NY, L.L.C. ("AES NY") have entered into an Asset Purchase Agreement dated as of August 3, 1998 (as the same may be modified, supplemented or amended from time to time, the "APA") for the sale of NGE's fossil-fired generating facilities (the "Fossil Plants") and associated assets and liabilities described therein to AES NY.

As part of the transactions set forth in the APA, NGE agreed to sell to AES NY the Real Property, Tangible Personal Property, and related assets, liabilities, rights, and obligations comprising NGE's Milliken Station, all as more specifically set forth in the APA.

Further, NYSEG and AES NY entered into an Interconnection Agreement (the "ICA") dated as of August 3, 1998 whereby NYSEG agreed to provide Interconnection Service (as defined in the ICA) to AES NY for the Fossil Plants, including Milliken Station, and AES NY agreed to provide NYSEG access to the Fossil Plants, including Milliken Station, for this purpose.

AES NY has assigned certain of its rights and obligations under the APA with respect to the Milliken Station to AEE and has assigned certain other of its rights and interest under the APA with respect to the Milliken Station to certain owner trusts (collectively, the "Owner Trusts").

AEE will be the lessee, under various lease agreements to be entered into between AEE and the Owner Trusts, of the rights and interests to be acquired by the Owner Trusts in and to the Milliken Station (the "Lease Agreements"), which Lease Agreements will grant AEE operational control over such rights and interests held by the Owner Trusts in the Milliken Station.

1618 847 PAGE 50

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

EXHIBIT A

(Buyer Property)

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All those certain lots, pieces, or parcels of land situate, lying and being Southwesterly of Lake Ridge Road in the Town of Lansing, County of Tompkins, and State of New York as shown on a map entitled "Property Conveyed to NGE Generation, Inc. by New York State Electric & Gas Corporation, Milliken Station, Town of Lansing, Tompkins County, New York State", as prepared by Hawk Engineering, PC, Binghamton, New York dated July 30, 1998. (HE File 98152.02), bounded and described as follows:

PARCEL I (TMN 12-1-15.4)

BEGINNING at a 5/8 inch rebar with cap at the intersection of the division line between the property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Cornell University on the Southwest with the existing Southeasterly boundary of Milliken Road;

RUNNING THENCE along said boundary the following ten (10) courses and distances:

(1) North 42 degrees 33 minutes 03 seconds East, a distance of 6.31 feet to a point;

(2) thence North 36 degrees 55 minutes 09 seconds East, a distance of 231.35 feet to a point;

(3) thence North 36 degrees 58 minutes 55 seconds East, a distance of 148.03 feet to a point;

(4) thence North 45 degrees 59 minutes 38 seconds East, a distance of 279.03 feet to a point;

(5) thence North 56 degrees 44 minutes 31 seconds East, a distance of 573.26 feet to a point;

(6) thence North 57 degrees 53 minutes 32 seconds East, a distance of 481.66 feet to a point;

(7) thence North 56 degrees 55 minutes 34 seconds East, a distance of 191.91 feet to a point;

(8) thence North 53 degrees 19 minutes 29 seconds East, a distance of 215.01 feet to a 5/8 inch rebar with cap;

Continued...

(9) thence North 49 degrees 59 minutes 32 seconds East, a distance of 164.68 feet to a point;

(10) thence North 51 degrees 24 minutes 49 seconds East, a distance of 302.11 feet to a 3/4 inch rebar at its intersection with the division line between said NGE Generation, Inc. on the Southwest and the property now or formerly owned by Pozzolanic International, Inc. on the Northeast;

thence South 41 degrees 09 minutes 02 seconds East along the last mentioned division line and passing through a 3/4 inch rebar, a distance of 162.59 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Pozzolanic International, Inc. on the Southeast;

thence South 50 degrees 51 minutes 05 seconds West along the last mentioned division line, a distance of 465.80 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Pozzolanic International, Inc. on the East;

thence South 12 degrees 41 minutes 50 seconds West along the last mentioned division line and along the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Cornell University on the East, a distance of 241.39 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southwest and said property now or formerly owned by Cornell University on the Northeast;

thence South 29 degrees 29 minutes 34 seconds East along the last mentioned division line, a distance of 101.18 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property owned by Cornell University on the Southeast;

thence along the last mentioned division line the following two (2) courses and distances:

(1) South 33 degrees 48 minutes 57 seconds West, a distance of 162.71 feet to a point;

(2) thence South 56 degrees 20 minutes 40 seconds West, a distance of 120.23 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the North and said property owned by Cornell University on the South;

Continued...

thence South 85 degrees 26 minutes 00 seconds West along the last mentioned division line, a distance of 169.68 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property owned by Cornell University on the Southeast;

thence along the last mentioned division line the following seven (7) courses and distances:

(1) South 39 degrees 53 minutes 52 seconds West, a distance of 142.33 feet to a point;

(2) thence South 44 degrees 56 minutes 59 seconds West, a distance of 195.26 feet to a point;

(3) thence South 40 degrees 07 minutes 15 seconds West, a distance of 137.66 feet to a point;

(4) thence South 66 degrees 08 minutes 22 seconds West, a distance of 157.66 feet to a point;

(5) thence South 50 degrees 57 minutes 51 seconds West, a distance of 382.75 feet to a point;

(6) thence South 24 degrees 26 minutes 48 seconds West, a distance of 170.62 feet to a point;

(7) thence South 52 degrees 08 minutes 38 seconds West, a distance of 362.44 feet to a 5/8 inch rebar with cap at its intersection with the above first mentioned division line;

thence North 35 degrees 50 minutes 06 seconds West along said first mentioned division line, a distance of 482.38 feet to the POINT OR PLACE OF BEGINNING.

Containing 1,085,028 square feet or 24.9088 acres, more or less, as shown on the above referenced map.

Continued...

LIBER 847 PAGE 54

PARCEL II (TMN 12-1-15.5)

BEGINNING at a point on the division line between the property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Lehigh Valley Railroad on the Southwest at its intersection with the existing Southeasterly boundary of Milliken Road;

RUNNING THENCE along said Milliken Road the following two (2) courses and distances:

(1) North 52 degrees 23 minutes 08 seconds East, a distance of 126.26 feet to a point;

(2) thence North 44 degrees 53 minutes 16 seconds East, a distance of 174.04 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southwest and the property now or formerly owned by Cornell University on the Northeast;

thence South 35 degrees 50 minutes 06 seconds East along the last mentioned division line, a distance of 465.35 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Cornell University on the Southeast;

thence South 52 degrees 08 minutes 38 seconds West along the last mentioned division line, a distance of 280.00 feet to a 5/8 inch rebar with cap at its intersection with said first mentioned division line;

thence North 38 degrees 10 minutes 38 seconds West along said first mentioned division line, a distance of 443.62 feet to the POINT OR PLACE OF BEGINNING.

Containing 130,000 square feet or 2.9844 acres, more or less, as shown on the above referenced map.

Continued...

PARCEL III (TMN 11-1-32)

BEGINNING at a 1-1/4 inch bolt on the existing Southwesterly side of Lake Ridge Road at its intersection with the division line between the property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Raymond L. Boles on the South;

RUNNING THENCE South 85 degrees 30 minutes 32 seconds West along said division line, a distance of 24.71 feet to a 5/8 inch rebar at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Raymond L. Boles on the East;

thence South 06 degrees 42 minutes 21 seconds East along the last mentioned division line, along the division line between said property owned by NGE Generation, Inc. on the West and the property now or formerly owned by Glenn T. Rick and Darlene M. Rick on the East, and along the division line between said property owned by NGE Generation, Inc. on the West and the property now or formerly owned by Charles D. Balog Sr. and Jolan E. Balog on the East, a distance of 817.60 feet to a 5/8 inch rebar in concrete with MacNeill cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Deborah N. Bruner on the South;

thence South 87 degrees 59 minutes 24 seconds West along the last mentioned division line and along the division line between said property owned by NGE Generation, Inc. on the North and the property now or formerly owned by Richard C. Jones, Jr. on the South, a distance of 421.89 feet to a 5/8 inch rebar at its intersection with the division line between said property owned by NGE Generation, Inc. on the West and said property now or formerly owned by Richard C. Jones, Jr. on the East;

thence South 02 degrees 11 minutes 01 second East along the last mentioned division line, a distance of 358.43 feet to a 5/8 inch rebar at its intersection with the Northwesterly boundary of Milliken Road;

thence along the last mentioned boundary the following twenty-four (24) courses and distances:

(1) South 73 degrees 59 minutes 07 seconds West, a distance of 118.96 feet to a point;

(2) thence South 68 degrees 24 minutes 42 seconds West, a distance of 274.77 feet to a point;

(3) thence South 61 degrees 34 minutes 36 seconds West, a distance of 315.82 feet to a point;

(4) thence South 58 degrees 34 minutes 58 seconds West, a distance of 114.45 feet to a point;

(5) thence South 56 degrees 02 minutes 40 seconds West, a distance of 654.22 feet to a 5/8 inch rebar with cap;

(6) thence North 84 degrees 42 minutes 07 seconds West, a distance of 226.88 feet to a 5/8 inch rebar with cap;

(7) thence South 04 degrees 20 minutes 50 seconds West, a distance of 171.75 feet to a 5/8 inch rebar;

(8) thence South 60 degrees 35 minutes 39 seconds West, a distance of 276.49 feet to a point;

(9) thence South 61 degrees 12 minutes 56 seconds West, a distance of 548.78 feet to a point;

(10) thence South 56 degrees 20 minutes 26 seconds West, a distance of 167.16 feet to a 5/8 inch rebar with cap;

(11) thence South 51 degrees 24 minutes 49 seconds West, a distance of 310.82 feet to a point;

(12) thence South 49 degrees 59 minutes 32 seconds West, a distance of 163.88 feet to a point;

(13) thence South 53 degrees 20 minutes 04 seconds West, a distance of 211.38 feet to a point;

(14) thence South 56 degrees 55 minutes 34 seconds West, a distance of 189.95 feet to a point;

(15) thence South 57 degrees 53 minutes 32 seconds West, a distance of 481.74 feet to a point;

(16) thence South 56 degrees 44 minutes 31 seconds West, a distance of 578.42 feet to a point;

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(16) thence South 45 degrees 59 minutes 38 seconds West, a distance of 287.59 feet to a point;

(17) thence South 36 degrees 58 minutes 55 seconds West, a distance of 151.95 feet to a point;

(18) thence South 36 degrees 55 minutes 09 seconds West, a distance of 229.36 feet to a point;

(19) thence South 42 degrees 33 minutes 03 seconds West, a distance of 103.53 feet to a point;

(20) thence South 44 degrees 53 minutes 16 seconds West, a distance of 170.82 feet to a point;

(21) thence South 52 degrees 23 minutes 08 seconds West, a distance of 123.62 feet to a point;

(22) thence South 38 degrees 31 minutes 17 seconds East, a distance of 24.75 feet to a point;

(23) thence South 51 degrees 54 minutes 52 seconds West, a distance of 66.00 feet to a PK nail at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Ronald S. Ronsvalle on the Southwest;

thence North 38 degrees 31 minutes 19 seconds West along the last mentioned division line, along the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Stanley E. Neigh and Hazel N. Neigh on the Southwest, and along the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Southwest, a distance of 56.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Southeast and said property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Northwest;

thence North 51 degrees 28 minutes 43 seconds East, a distance of 16.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and said property owned by Fred J. Stone and Shirley D. Stone on the Southwest;

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thence North 38 degrees 31 minutes 17 seconds West along the last mentioned division line, a distance of 56.00 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Fred J. Stone and Shirley D. Stone on the Southeast;

thence South 51 degrees 28 minutes 43 seconds West along the last mentioned division line, a distance of 16.50 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northeast and the property now or formerly owned by Fred J. Stone and Shirley Deeb Stone on the Southwest;

thence North 38 degrees 31 minutes 17 seconds West along the last mentioned division line, a distance of 136.00 feet to a point at its intersection with the division line between said property owned by NGE Generation, Inc. on the Northwest and said property now or formerly owned by Fred J. Stone and Shirley Deeb Stone on the Southeast;

thence South 51 degrees 28 minutes 43 seconds West along the last mentioned division line, a distance of 36.00 feet to a point at its intersection with the existing Shoreline of Cayuga Lake;

thence generally Northerly along said Shoreline, a distance of 4,711 feet, more or less, defined by the following four (4) chords and distances:

(1) North 31 degrees 20 minutes 00 seconds West, a distance of 1,030.76 feet to a point;

(2) thence North 12 degrees 06 minutes 25 seconds West, a distance of 1,117.23 feet to a point;

(3) thence North 18 degrees 16 minutes 16 seconds West, a distance of 1,143.50 feet to a point;

(4) thence North 12 degrees 11 minutes 02 seconds West, a distance of 1,241.70 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the South and the Parcel to be Retained by New York State Electric & Gas Corporation on the North;

thence along the last mentioned division line the following seven (7) courses and distances:

Continued

LIBER 847 PAGE 59

(1) South 89 degrees 53 minutes 55 seconds East, a distance of 341.37 feet to a 5/8 inch rebar with cap;

(2) thence South 82 degrees 57 minutes 21 seconds East, a distance of 2,100.00 feet to a 5/8 inch rebar with cap;

(3) thence North 10 degrees 27 minutes 25 seconds West, a distance of 24.75 feet to a 5/8 inch rebar with cap;

(4) thence North 79 degrees 32 minutes 39 seconds East, a distance of 1,166.28 feet to a 5/8 inch rebar with cap;

(5) thence North 85 degrees 27 minutes 44 seconds East, a distance of 170.25 feet to a point;

(6) thence North 87 degrees 42 minutes 52 seconds East, a distance of 398.52 feet to a point;

(7) thence North 87 degrees 57 minutes 59 seconds East, a distance of 1,234.97 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the East and saia Parcel to be Retained by New York State Electric & Gas Corporation on the West;

thence North 01 degree 20 minutes 08 seconds West along the last mentioned division line, a distance of 1,467.61 feet to a 5/8 inch rebar with cap at its intersection with the division line between said property owned by NGE Generation, Inc. on the South and said Parcel to be Retained by New York State Electric & Gas Corporation on the North;

thence North 88 degrees 13 minutes 10 seconds East along the last mentioned division line, a distance of 676.39 feet to a 5/8 inch rebar with cap at its intersection with the above first mentioned boundary;

thence along said first mentioned boundary the following two (2) courses and distances:

(1) South 22 degrees 47 minutes 17 seconds East, a distance of 730.30 feet to a point;

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(2) thence South 23 degrees 03 minutes 52 seconds East, a distance of 903.69 feet to the POINT OR PLACE OF BEGINNING. Containing 17,802,087 square feet or 408.6796 acres, more or less, as shown on the above referenced map.

Together with the rights under Reciprocal Easement as shown on the above referenced map between AES Eastern Energy, L.P. and New York State Electric & Gas Corporation dated as of May 1, 1998 being duly recorded in the Office of the Tompkins County Clerk.

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The above described parcel was Surveyed in accordance with the ALTA/ACSM Land Title Survey on April 16, 1998.

EXCEPTING from the above described Parcel III the Substation Parcel as follows:

COMMENCING at a Railroad Spike in the Centerline of Milliken Road, said Railroad Spike being 4130 feet Southwesterly measured along said centerline from a point at its intersection with the centerline of Relocated Milliken Road; thence North 08 degrees 06 minutes 12 seconds West through the property owned by New York State Electric & Gas Corporation, a distance of 1036.40 feet to a 5/8 inch rebar with cap at the POINT OR PLACE OF BEGINNING;

RUNNING THENCE from said POINT OR PLACE OF BEGINNING through said property owned by New York State Electric & Gas Corporation the following fifteen (15) courses and distances:

(1) North 18 degrees 27 minutes 27 seconds West, a distance of 120.43 feet to a 5/8 inch rebar with cap;

(2) thence North 71 degrees 32 minutes 33 seconds East, a distance of 24.00 feet to a 5/8 inch rebar with cap;

(3) thence North 19 degrees 00 minutes 30 seconds East, a distance of 50.72 feet to a 5/8 inch rebar with cap;

Continued...

(4) thence North 71 degrees 38 minutes 14 seconds East, a distance of 124.62 feet to a 5/8 inch rebar with cap;

(5) thence North 34 degrees 08 minutes 45 seconds East, a distance of 34.78 feet to a 5/8 inch rebar with cap;

(6) thence North 18 degrees 12 minutes 56 seconds West, a distance of 62.67 feet to a 5/8 inch rebar with cap;

(7) thence South 71 degrees 56 minutes 47 seconds West, a distance of 38.37 feet to a 5/8 inch rebar with cap;

(8) thence North 18 degrees 10 minutes 09 seconds West, a distance of 121.12 feet to a 5/8 inch rebar with cap;

(9) thence North 72 degrees 11 minutes 11 seconds East, a distance of 48.83 feet to a 5/8 inch rebar with cap;

(10) thence North 18 degrees 30 minutes 01 second West, a distance of 60.86 feet to a 5/8 inch rebar with cap;

(11) thence North 71 degrees 56 minutes 43 seconds East, a distance of 251.15 feet to a 5/8 inch rebar with cap;

(12) thence South 18 degrees 09 minutes 51 seconds East, a distance of 357.80 feet to a 5/8 inch rebar with cap;

(13) thence South 71 degrees 49 minutes 49 seconds West, a distance of 244.57 feet to a 5/8 inch rebar with cap;

(14) thence South 18 degrees 04 minutes 07 seconds East, a distance of 68.93 feet to a 5/8 inch rebar with cap;

(15) thence South 71 degrees 52 minutes 26 seconds West, a distance of 222.67 feet to the POINT OR PLACE OF BEGINNING. Containing 130,700 square feet or 3.0005 acres, more or less, as shown on the above referenced map.

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Subject to any Municipal, Public, or Private easements in existence or of record. The above described parcel being all of the property acquired by NGE Generation, Inc. Recorded in the Tompkins County Clerk's Office in the following two (2) Deeds: (1) Liber 813 at Page 243 on February 13, 1998; and (2) Liber 824 at Page 200 on July 20, 1998.

All bearings are referred to True North at the 76 degree 35 minute Meridian of West Longitude.

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LIBER 847 PAGE 63

EXHIBIT B

(NYSEG Property)

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APPENDIX B

RESERVING to the Grantor ownership of that portion of the premises now occupied by the Grantor's 115-kV/34.5-kV electric substation, bounded and described below; the appurtenances covered by this reservation shall include, without limitation, the 115-kV electrical disconnect switches B1-66, B1-67, B2-66 and B2-67 and the 34.5-kV electrical disconnect switch ES-64:

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND situate, lying and being Northerly of Milliken Road in the Town of Lansing, County of Tompkins, and State of New York bounded and described as follows:

COMMENCING at a Railroad Spike in the Centerline of Milliken Road, said Railroad Spike being 4130 feet Southwesterly measured along said centerline from a point at its intersection with the centerline of Relocated Milliken Road; thence North 08 degrees 06 minutes 12 seconds West through the property owned by New York State Electric & Gas Corporation, a distance of 1036.40 feet to a 5/8 inch rebar with cap at the POINT OR PLACE OF BEGINNING;

RUNNING THENCE from said POINT OR PLACE OF BEGINNING through said property owned by New York State Electric & Gas Corporation the following fifteen (15) courses and distances:

(1) North 18 degrees 27 minutes 27 seconds West, a distance of 120.43 feet to a 5/8 inch rebar with cap;

(2) thence North 71 degrees 32 minutes 33 seconds East, a distance of 24.00 feet to a 5/8 inch rebar with cap;

(3) thence North 19 degrees 00 minutes 30 seconds East, a distance of 50.72 feet to a 5/8 inch rebar with cap;

(4) thence North 71 degrees 38 minutes 14 seconds East, a distance of 124.52 feet to a 5/8 inch rebar with cap;

(5) thence North 34 degrees 08 minutes 45 seconds East, a distance of 34.78 feet to a 5/8 inch rebar with cap;

(6) thence North 18 degrees 12 minutes 56 seconds West, a distance of 62.67 feet to a 5/8 inch rebar with cap;

(7) thence South 71 degrees 56 minutes 47 seconds West, a distance of 38.37 feet to a 5/8 inch rebar with cap;

(8) thence North 18 degrees 10 minutes 09 seconds West, a distance of 121.12 feet to a 5/8 inch rebar with cap;

(9) thence North 72 degrees 11 minutes 11 seconds East, a distance of 48.83 feet to a 5/8 inch rebar with cap;

(10) thence North 18 degrees 30 minutes 01 second West, a distance of 60.86 feet to a 5/8 inch rebar with cap;

(11) thence North 71 degrees 56 minutes 43 seconds East, a distance of 251.15 feet to a 5/8 inch rebar with cap;

(12) thence South 18 degrees 09 minutes 51 seconds East, a distance of 357.80 feet to a 5/8 inch rebar with cap;

(13) thence South 71 degrees 49 minutes 49 seconds West, a distance of 244.57 feet to a 5/8 inch rebar with cap;

(14) thence South 18 degrees 04 minutes 07 seconds East, a distance of 68.93 feet to a 5/8 inch rebar with cap;

(15) thence South 71 degrees 52 minutes 26 seconds West, a distance of 222.67 feet to the POINT OR PLACE OF BEGINNING. Containing 130,700 square feet or 3.0005 acres, more or less.

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LIBER 847 PAGE 66

EXHIBIT C

(Electric and Gas Easements)

Maps filed in the Tompkins County Clerk's Office on April 28, 1999 in Map Drawer LL, Sheets 27 & 28 titled "Property conveyed to NGE GENERATION, INC. by NEW YORK STATE ELECTRIC & GAS CORPORATION - Milliken Station."

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EXHIBIT D

(Construction and Work Rules)

Each Party performing construction or other work on the easement of the other Party shall comply with the following rules and conditions with respect to such construction or other work:

1. During construction on the easement area, NYSEG and AEE shall each be fully liable to the other for any damage done. Determination of damage shall be left to the reasonable determination of the Parties.

2. All equipment used on the easement area shall maintain a minimum clearance from electrical wires as specified by the Occupational Safety and Health Act of 1970 ("OSHA"), 29 U.S.C. § 651 et seq., and its implementing regulations, as amended. Each Party shall comply with the clearance requirements of the "High Voltage Proximity Act," New York Labor Law § 202-h, as amended, and all requirements of the National Electric Safety Code (ANSI C2), as amended.

3. Each Party is on notice that induced voltage may occur during construction, operation, maintenance, or other work due to the proximity to electric facilities. Each Party, as appropriate, shall install appropriate grounding.

4. Each Party shall provide the other Party with a detailed proposal for review before performing any blasting in the easement area; no blasting shall occur within the easement area until the Party receiving notice has reviewed the blasting proposal and provided approval in writing. Such approval shall not be unreasonably withheld, delayed, or conditioned.

5. Each Party, at its sole expense, shall provide the other with an as-built survey of any facilities installed within the easement area within 30 days following completion of the installation.

6. Any underground facilities installed on the easement area shall be designed to support heavy equipment with an axle load of 22,000 lbs. Neither Party shall be responsible for damage to underground installations of the other Party due to the movement of heavy equipment with an axle load of 22,000 lbs. or less on the easement area.

7. Underground facilities to be installed by a Party shall be located as far as possible from plants, structures, buildings, towers, poles, supporting structures, anchors, and guy wires of the other Party. Twenty-five (25) feet is the recommended minimum. No grading shall occur within fifty (50) feet of a plant, structure, building,

tower or H-frame structure or related anchor installation, or within twenty-five (25) feet of a single pole or related anchor installation. Any grading up to the 50/25 foot limitation shall be accessible to vehicle traffic for maintenance purposes. A slope of 3H:1V or flatter is required. All grading shall be stabilized to prevent erosion.

8. Each Party shall furnish the other Party with a written proposal for any landscaping contemplated by the first Party in the easement area. The first Party shall not begin the landscaping work without the other Party's prior written approval of such proposal, which approval shall not be unreasonably withheld, delayed, or conditioned.

9. Any facilities built within the easement area shall be of standard construction and shall conform with all applicable codes and regulations. The constructing Party agrees to maintain such facilities in good repair and condition.

10. During construction any equipment used on the easement area shall drag chains or grounding straps to avoid sparks or shocks while handling metallic objects.

11. The Party performing the work shall place personnel grounding protection systems around any above-ground appurtenance (e.g., valve site) on the easement area.

12. A static electric charge may exist on underground metallic objects located in the vicinity of electric transmission and distribution lines. Until installation, each Party shall ground all metal objects that it stores on the easement area to avoid sparks and shocks.

13. Prior to welding pipe on the easement area, the Party performing the work shall bond and ground all pipe sections.

14. If a Party intends to install an underground pipeline on the easement area with cathodic protection, such Party shall first perform tests to insure that no cathodic protection current is being picked up by the grounding system of any electric transmission or distribution line. This testing shall be planned and performed in conjunction the other Party. The anode beds of any cathodic protection shall be placed on the opposite side of the pipeline from any transmission or distribution line.

15. If either Party installs any underground pipelines or facilities on the easement area, such Party shall place markers on the easement area identifying the location of the underground pipelines or facilities. Such Party shall also furnish the other Party with a sketch of construction showing distances from any electric transmission or distribution lines or structures to the underground pipelines or facilities.

16. A Party shall not raise or lower the grade during construction from that indicated on any development plans previously approved by other Party.

LIBER 847 PAGE 69

17. A Party shall comply with all applicable laws, rules, and regulations pertaining to construction and excavation performed on the easement area, including New York Public Service Law § 119-b, as amended, and 16 NYCRR Part 753, et seq., as amended, relating to protection of underground facilities and the one-call notification system.

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EXHIBIT E

(Environmental Investigation & Remediation Work)

The Parties' rights and easements set forth in Sections 3.1(h) and 3.2(d) shall include the following rights and/or be subject to the following conditions; provided, however, that the exercise of any such following right shall not unreasonably interfere with the use, enjoyment or future development of the Party's Property on which such right is exercised unless any applicable federal, state, local, or municipal law, rule, regulation, or consent order requires otherwise:

(a) Each Party's rights and easements shall include the right to enter upon, use, excavate, travel over, alter, improve, and occupy the other Party's Property for the purpose of conducting soil sampling, groundwater sampling, and other investigations, assessments, and tests, including invasive testing, as well as necessary, related, or resulting excavation, construction, remedial work, and other activities and work ancillary to the conduct of such investigations, assessments, sampling, remedial work, testing, and work. These rights and easements are granted for the accommodation of each Party's respective employees, agents, contractors, consultants, invitees, and subcontractors, as well as construction and other equipment, vehicles, materials, excavated earth, tools, accessories, and other necessary items required for the proper performance of such investigations, assessments, sampling, remedial work, testing, and work on the other Party's Property.

(b) That, as part of the use of the other Party's Property as provided herein, a Party shall be permitted to drill borings and holes, construct test wells and monitoring devices, both temporary and permanent, at its own expense, on the other Party's Property. To the extent permitted by applicable law, the location of such holes, borings, wells, and monitoring devices shall be situated as mutually agreed by the Parties.

(c) Except as provided in the following sentence, prior to conducting any investigation or remediation work on the other Party's Property, a Party shall first furnish the other Party with a work plan which, among other things, identifies the number and general location of any planned borings, piezometers, and monitoring wells and the analysis which the first Party plans to perform, and/or the anticipated scope and timing of any remediation work. Each Party waives this requirement for any spills, leaks, or other exposures which, in the exercise of reasonable judgment, require immediate action.

(d) Each Party acknowledges that the other Party may disclose the results of any testing or analysis it performs on soil, groundwater, and air samples taken from the first Party's Property to appropriate federal, state, local, and municipal environmental and health agencies as deemed necessary or prudent by the other Party.

Except as provided in the immediately preceding sentence and as otherwise required by law, each Party shall maintain such results in confidence and shall not otherwise disclose them to any third party without the other Party's prior written consent.

(e) Each Party agrees to furnish the other Party with a copy of any and all data and reports resulting from any environmental testing or analysis performed by the first Party on soil, groundwater, and air samples from the other Party's Property.

(f) Each Party shall promptly remove, or cause to be removed, from the other Party's Property, all debris, surplus material, and equipment when no longer actually needed for the conduct of the investigations, assessments, sampling, remedial work, testing, and work permitted hereunder, and shall restore the affected portions of the other Party's Property to substantially their condition before the conduct of such investigations, assessments, sampling, remedial work, testing, and work. Notwithstanding the foregoing, the first Party shall be permitted to leave in place any monitoring or testing devices which such Party installed and which such Party is required to maintain in order to comply with any applicable federal, state, local, or municipal laws, rules, regulations, or consent orders.

(g) Except as otherwise provided herein, any fencing, equipment, and other materials to be used, operated, installed, or situated by a Party on the other Party's Property shall be situated as mutually agreed by the Parties. Any obstruction required for the performance of work by a Party on the other Party's Property shall be temporary only and shall be removed by the first Party as soon as practicable following the completion of the activity requiring such obstruction.

LIBER 847 PAGE 72

EXHIBIT A

(Description of the Buyer Property)

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Following the Closing contemplated by the APA, NYSEG will continue to own certain real property, Interconnection Facilities, and Excluded Assets situated on or adjacent to Milliken Station which NYSEG plans to use in the normal conduct of its business.

In order for NYSEG and AEE each to (i) enjoy the full benefit of their respective property rights, (ii) fulfill legal requirements, and (iii) comply with their respective agreements under the Interconnection Agreement, each Party requires certain easements, licenses, rights of way, and other rights in, on, over, under, through, to, and above the other's real property and improvements.

NYSEG and AEE have agreed upon the following specific goals and objectives for this Agreement:

(a) AEE will grant NYSEG such easements, licenses, rights, and rights of way over Buyer Property (defined below) as NYSEG deems reasonably necessary or desirable to enable NYSEG and its employees, agents, consultants, contractors, and subcontractors to use and/or operate any and all NYSEG Property, as well as property, facilities, and equipment owned by third parties, located on or adjacent to the Buyer Property in the normal conduct of NYSEG's business, both current and future.

(b) NYSEG will grant AEE such easements, licenses, rights, and rights of way over NYSEG Property (defined below) as AEE deems reasonably necessary or desirable to enable AEE and its employees, agents, consultants, contractors, and subcontractors to use and/or operate any and all Buyer Property, as well as property, facilities, and equipment owned by third parties, located on or adjacent to NYSEG's Property in the normal conduct of AEE's business, both current and future.

(c) Each Party will exercise its rights hereunder in a manner which will avoid material disruptions in the other Party's business operations.

(d) Each Party will respect the security and safety of the other Party's employees, agents, consultants, contractors, subcontractors, and property in the exercise of its rights under this Agreement.

(e) Rules governing hours of access and security precautions will contain terms allowing full and complete access to a Party in order to safely and efficiently operate the Party's system and/or to investigate and rectify both potential and existing emergency situations.

(f) Each Party will exercise its rights hereunder in a manner which will avoid placing unreasonable burdens on such Property of the other Party as is subject to the applicable easement, license, right, or right of way. The provisions of this Article 1 are intended to be a general introduction to this Agreement and are not intended to expand the scope of the Parties' rights and obligations under this Agreement or to alter the plain meaning of the terms and conditions of this Agreement. However, to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed and interpreted so as to give effect to the provisions in this Article 1.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein and in the APA and ICA, and for ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof and sufficiency of which are hereby acknowledged, each intending to be legally bound and to bind their respective successors and assigns, hereby mutually agree as follows:

ARTICLE 2 - Intent and Definitions

2.1 Intent. This Agreement amends and restates in its entirety that certain unrecorded Reciprocal Easement Agreement between NYSEG and AES NY dated as of August 3, 1998.

2.2 Definitions in APA and ICA. Except for terms separately defined in this Agreement, capitalized terms used in this Agreement will have the same meanings provided for such terms in the APA and ICA.

2.3 Definitions in this Agreement. As used in this Agreement:

(a) "Access" shall mean, subject to the conditions set forth in this Agreement and a Party's right to impose reasonable security and safety restrictions protecting its employees, agents, consultants, contractors, subcontractors, invitees, property, and confidential information, full and unimpeded access, in common with the Grantor (defined below), over and through such roads, paths, walkways, corridors, hallways, doorways, and other means of entry or exit as exist now and from time to time on the Grantor's property, or, where no means of access exist, over and through those areas of the Grantor's property which are (i) reasonably necessary for achieving the Grantee's underlying purpose, and (ii) least likely to impede or damage the Grantor's property or operations; it shall also include access and right of way for the Grantee's employees, agents, consultants, contractors, subcontractors, invitees, cars, vehicles, trucks, trailers, heavy machinery, equipment, materials, and all other apparatus and items reasonably necessary for

achieving the Grantee's underlying purpose. This term is as defined whether or not capitalized in this Agreement.

(b) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

(c) "Agreement" shall mean this Amended and Restated Reciprocal Easement Agreement.

(d) "AEE" shall mean AES Eastern Energy, L.P., its Affiliates, successors, and assigns, as well as their respective employees, agents, consultants, contractors, and subcontractors.

(e) "Buyer Improvements" shall mean any and all buildings, structures, and facilities now situated or hereafter erected on the Buyer Property, excluding any Excluded Assets and NYSEG Interconnection Facilities.

(f) "Buyer Property" shall mean the real property described in Exhibit A, attached hereto and incorporated herein, as well as any and all Buyer Improvements.

(g) "Communication Facilities" shall mean wires, cables, fiber optic cables, devices, poles, lines of poles, towers, lines of towers, supporting structures, switches, and other related equipment, facilities, and appurtenances, both above-ground and underground, whether owned by a Party hereto or by a third party, and which are used for the transmission of voice communications, data, and/or information.

(h) "Electric Facilities" shall mean towers, poles, lines of towers, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment located on the Buyer Property, and/or which NYSEG may reasonably require now and from time to time on the Buyer Property for the transmission and/or distribution of electric current and for communication purposes, for public or private use.

(i) "Gas Facilities" shall mean underground pipelines, pipes, hand/man holes, ducts, conduits, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment located on the Buyer Property which NYSEG may reasonably require now and from time to time on the Buyer Property for the transmission and/or distribution of natural and/or manufactured gas.

(j) "Grantee" shall mean the party who enjoys the principal benefit of the applicable easement, license, right, or right of way. This term is as defined whether or not capitalized in this Agreement.

(k) "Grantor" shall mean the owner of, or the holder of a leasehold interest in, the property and/or improvement affected by the applicable easement, license, right, or right of way. This term is as defined whether or not capitalized in this Agreement.

(l) "Including" shall mean including without limitation. This term is as defined whether or not capitalized in this Agreement.

(m) "NYSEG" shall mean New York State Electric & Gas Corporation, its Affiliates, successors, and assigns, as well as their respective employees, agents, consultants, contractors, and subcontractors.

(n) "NYSEG Improvements" shall mean any and all (i) buildings, structures, and facilities situated or erected on the NYSEG Property, (ii) NYSEG Interconnection Facilities situated or erected on the NYSEG Property, and (iii) the Substation Improvements; but excluding any and all (x) Buyer Purchased Assets, and (y) Joint Use Facilities owned by AEE.

(o) "NYSEG Property" shall mean the real property described in Exhibit B, attached hereto and incorporated herein, as well as any and all NYSEG Improvements.

(p) "Qualified Personnel" shall mean individuals trained for their positions pursuant to Good Utility Practice or other applicable minimum qualification standards generally recognized within the relevant field of expertise or endeavor.

(q) "Substation Improvements" shall mean all buildings, fencing, structures, fixtures, grounding wire and conductors, facilities, equipment, and other improvements (together with any subterranean footings, foundations, columns, and piles supporting same, and any related piping, sumps, and other underground appurtenances that are an integral part thereof) as well as all incidents and appurtenances thereto, which are owned and/or used by NYSEG now or in the future as, or in connection with, electrical substation(s), including all additions, replacements, and expansions thereto.

2.4 Additional Definitions. Additional defined terms not defined in this Article 2 or in the APA and ICA have the meanings set forth elsewhere in this Agreement.

2.5 Interpretation. (a) With respect to any easement, license, right, or right of way created by this Agreement, the words "in," "upon," "to," "on," "over," "above," "through," and/or "under" shall be interpreted to include all of such terms, and (b) the term "use" shall be interpreted to include "use, operate, maintain, repair, upgrade, clean, install, alter, remove, inspect, construct, modify, restore, rebuild, replace, and expand within the defined scope of the easement, license, right, or right of way to meet the current and future needs of a Party hereto."

ARTICLE 3 - Easements

3.1 Grant of Easements to NYSEG. AEE does hereby establish, grant, and convey to NYSEG the following easements for the following purposes:

(a) An easement on the Buyer Property (i) permitting any and all NYSEG Interconnection Facilities and Excluded Assets located on the Buyer Property to remain in their present locations, and (ii) to use the NYSEG Interconnection Facilities and Excluded Assets in the manner described in this Agreement and the ICA and in the normal conduct of NYSEG's business, both current and future;

(b) An easement over the premises described in Exhibit C, attached hereto and incorporated herein (i) permitting any and all Electric Facilities located on the Buyer Property, along with any Communication Facilities attached thereto, to remain in their present locations on the Buyer Property, and (ii) to use the easement, the Electric Facilities, and the Communication Facilities for the transmission and/or distribution of electric current and for communications purposes, for public or private use;

(c) An easement over the premises described in Exhibit C, attached hereto and incorporated herein (i) permitting any and all Gas Facilities located on the Buyer Property, along with any Communication Facilities situated therewith, to remain in their present locations on the Buyer Property, and (ii) to use the easement, Gas Facilities, and the Communication Facilities for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes, for public or private use;

(d) An easement on the Buyer Property (i) permitting any and all Communication Facilities located on the Buyer Property which are connected to the NYSEG Property, the NYSEG Interconnection Facilities, Revenue Meters (defined below), RTUs (defined below), SCADA systems (defined below), and/or the Excluded Assets, to remain in their present locations, and (ii) to use the Communication Facilities in the normal conduct of NYSEG's business, both current and future, including use by, or for the benefit of, third parties;

(e) An easement on the Buyer Property (i) permitting any portions of the Substation Improvements situated on the Buyer Property to remain in their present locations, and (ii) to use such portions of the Substation Improvements in the normal conduct of NYSEG's business, both current and future;

(f) An easement on the Buyer Property (i) permitting any and all revenue meters ("Revenue Meters"), remote terminal units ("RTUs"), and SCADA systems (all as defined in the ICA) owned by NYSEG and located on the Buyer Property to remain in their present locations, and (ii) to use the Revenue Meters, RTUs, and SCADA systems in accordance with the ICA and/or in the normal course of NYSEG's business, both current and future; AEE acknowledges that the easement granted hereunder is for the benefit of NYSEG and any and all third parties requiring access to, and use of, the Revenue Meters, RTUs, and/or SCADA systems pursuant to the ICA;

(g) An easement on the Buyer Property (i) permitting the future installation of poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communication facilities, and all related above-ground and underground facilities, appurtenances, and equipment in order to connect two (2) or more electrical substations owned by NYSEG; provided, that NYSEG agrees to use the least intrusive to AEE of the commercially reasonable available alternatives to connect such substations, and (ii) to use such poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment in the normal conduct of NYSEG's business, both current and future;

(h) An easement to use the Buyer Property to perform environmental investigation and remediation work in connection with an Environmental Condition on the Buyer Property, NYSEG Property, and/or the property of any third party or parties, arising from or in connection with NYSEG's use and operation of the NYSEG Property, including those additional easements and rights and subject to those conditions set forth in Exhibit E, attached hereto and incorporated herein;

(i) An easement on the Buyer Property (i) to permit any drainage pipes and systems which serve the NYSEG Property to remain in their present locations on the Buyer Property, and (ii) to allow rainwater and runoff collecting within drainage and collection systems on the NYSEG Property to drain into and through the drainage systems on the Buyer Property;

(j) An easement on the Buyer Property to (i) permit any grounding wire or conductor located around the Substation Improvement(s) and on the Buyer Property to remain in its present location, or, where no grounding wire or conductor is installed, an easement to install new grounding wire or conductor on such portion of the Buyer Property as is located within six (6) feet of the perimeter fence(s) surrounding the Substation Improvements, and (ii) use such grounding wire or conductor in the normal conduct of NYSEG's business, both current and future;

(k) An easement on the Buyer Property (i) permitting the future installation of Communication Facilities between the communication facilities of NYSEG's actual or proposed communication service provider and the NYSEG Property, the NYSEG Interconnection Facilities, and/or the Excluded Assets, and (ii) to use such Communication Facilities in the normal conduct of NYSEG's business, both current and future, including use by, or for the benefit of, third parties;

(l) An easement on the Buyer Property for all purposes deemed reasonably necessary or convenient by NYSEG in exercising any right or fulfilling any obligation under this Agreement or the ICA, including maintenance of the NYSEG Interconnection Facilities in the manner described in the ICA;

(m) An easement on the Buyer Property to use on a temporary basis such portions of AEE's parking facilities as are reasonably necessary for the purpose of parking cars, trucks, vehicles, trailers, heavy machinery, equipment, materials, and all other apparatus and items belonging to NYSEG in the exercise of any easement, license, right, or right of way under this Agreement, including the right to temporarily store materials needed for the exercise thereof; provided, however, that any such parking and storage shall be undertaken in such a manner as will minimize disruption to AEE's business and operations and shall be in accordance with reasonable security and safety rules established by AEE;

(n) An easement on the Buyer Property for access to the brine concentrating system currently located in the FGD Building (the "Brine Concentrator") for the purpose of operating, inspecting and testing such Brine Concentrator; and

(o) An easement on the Buyer Property for access, in accordance with Section 6.2 of the APA, (i) as requested to Milliken Station, at reasonable times and on reasonable prior notice, by NYSEG, the United States Department of Energy (the "DOE"), the DOE contracting officer or the DOE contracting officer's Technical Project Officer for the purposes of allowing government officials and interested members of the public to observe the work and the effect of the work

performed pursuant to the Cooperative Agreements (as defined in the APA) on the operation of Milliken Station, and (ii) as requested by NYSEG for the purpose of allowing members of the public to observe the operation of the Topaz System as that term is used in the APA.

3.2 Grant of Easements to AEE. NYSEG does hereby establish, grant, and convey to AEE the following easements on the NYSEG Property for the following purposes:

(a) An easement (i) permitting any and all of the Buyer's Purchased Assets and Joint Use Facilities owned by AEE and located on the NYSEG Property to remain in their present locations, and (ii) to use such Buyer's Purchased Assets and Joint Use Facilities in the manner described in this Agreement and the ICA and in the normal conduct of AEE's business, both current and future;

(b) An easement for all purposes deemed reasonably necessary or convenient by AEE in exercising any right or fulfilling any obligation under this Agreement or the ICA, including maintenance of the Buyer's Purchased Assets and Joint Use Facilities owned by AEE in the manner described in the ICA;

(c) An easement to permit any drainage pipes and systems which serve the Buyer Property and which cross the NYSEG Property to remain in their present locations on the NYSEG Property and to allow rainwater and runoff collecting within the drainage and collection systems on the Buyer Property to drain into and through such drainage pipes and systems which cross the NYSEG Property;

(d) An easement to use the NYSEG Property to perform environmental investigation and remediation work in connection with an Environmental Condition on the Buyer Property, NYSEG Property, and/or the property of any third party or parties, arising from or in connection with AEE's use and operation of the Buyer Property, including those additional easements and rights and subject to those conditions set forth in Exhibit E, attached hereto and incorporated herein;

(e) An easement (i) permitting any and all towers, poles, lines of towers, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment owned by AEE and located on NYSEG Property, and/or which AEE may reasonably require now and from time to time, to remain in their present locations on the NYSEG Property, and (ii) to use and maintain the easement, the electric facilities and Communication Facilities;

(f) An easement (i) permitting any and all underground pipelines, pipes, hand/man holes, ducts, conduits, Communication Facilities, and all related above-ground and underground facilities, appurtenances, and equipment owned by AEE and located on the NYSEG Property, and/or which AEE may reasonably require now and from time to time on the NYSEG Property for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes, for public or private use, to remain in their present locations on the NYSEG Property, and (ii) to use and maintain the easement, Gas Facilities, and the Communication Facilities for the transmission and/or distribution of natural and/or manufactured gas and for communications purposes for public or private use; and

(g) An easement (i) permitting any and all Communication Facilities located on the NYSEG Property which are connected to the Buyer Property to remain in their present locations, and (ii) to use the Communication Facilities in the normal conduct of AEE's business, both current and future, including use by, or for the benefit of, third parties.

3.3 General Scope of Easements. (a) Except as otherwise provided in Section 3.3(b), below, each easement granted hereby is and shall be a perpetual grant, transfer, conveyance, and right of use, as well as an easement, subject to the terms of this Agreement, for the benefit of the Grantee, whether NYSEG or AEE, and any future owner of, or the holder of any interest in, the respective Facilities, Property, and/or Improvements of each of them.

(b) Any easement, license, right, or right of way granted for purposes of enabling a Party to exercise any right or fulfill any obligation set forth in the ICA will last for the term of the ICA or longer if the right or obligation either (i) survives the ICA, or (ii) is necessary for the conduct of business by a Party hereto or by a future owner of the Facilities, Property, and/or Improvements of a Party hereto.

(c) Without in any way limiting its rights as the fee simple (or leasehold) owner of its property, the Grantor reserves all rights in and to such portions of its property as are subject to an easement, license, right, or right of way in favor of the Grantee pursuant to this Agreement, to the extent that such rights are not inconsistent with and do not materially interfere with the Grantee's aforesaid easement, license, right, or right of way, or the use thereof.

(d) Whenever an easement, license, right, or right of way conveyed to a Grantee includes the right to install, erect, or construct any new facilities not in existence on the Effective Date hereof, the Grantee shall not exercise such right in any way which would unreasonably or materially burden the Property of the Grantor beyond the burden anticipated by this Agreement, without, in each case, the express, prior written consent of

the Grantor, which consent shall not be unreasonably withheld, delayed, or conditioned. In addition, prior to commencing any such installation, erection, or construction of new facilities, the Grantee shall provide the Grantor with written plans therefor (which plans shall indicate the planned site for such new facilities) and, if such new facilities when located at such planned site would unreasonably or materially burden the Grantor's Property (or the use or development thereof), the Grantor shall have the right to require the Grantee to locate such new facilities on a different site selected by the Grantor on the Grantor's Property, which right shall be exercised promptly if at all; provided, however, that (i) the Grantor shall bear any and all reasonable costs, whether direct or indirect, incurred by the Grantee in installing, erecting, or constructing such new facilities at such different site to the extent that such costs are in excess of the costs that would have been incurred by the Grantee if it had installed, erected, or constructed such new facilities at such planned site; (ii) such different site shall not be materially less useful to the Grantee as a location for such new facilities than such planned site would have been; (iii) the installation, erection, or construction of such new facilities at such different site (rather than at such planned site) shall not adversely affect the business or operations of the Grantee; and (iv) if this Agreement has not already granted the Grantee an easement, license, right, or right of way that would permit the Grantee to use such new facilities on such different site, (a) the Parties shall promptly modify or amend this Agreement to grant the Grantee such an easement, license, right, or right of way, (b) the interest so granted shall be of the same type as the interest pursuant to which such planned site was available to the Grantee, and (c) any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the Grantor. NYSEG shall provide reasonable prior written notice to AEE prior to commencing any activities at the Brine Concentrator as permitted by Section 3.1(n) hereof.

3.4 Interpretation. The following shall apply in interpreting any easement granted pursuant to this Agreement:

(a) Each easement is irrevocable.

(b) Each easement may be enjoyed without charge or fee to the Grantee of the easement.

(c) Each easement is also a grant of such additional easement and right of access over the Grantor's Property as are reasonably necessary to accomplish the purpose of the easement, to perform any rights or obligations hereunder or in the ICA, and to comply with any legal requirements affecting the Grantee or its Facilities, Property, and/or Improvements.

(d) Maintenance, repair, alteration, restoration, rebuilding, construction, upgrading, cleaning, installation, removal, modification, replacement, expansion, or other work by the Grantee upon the Facilities, Property, and/or Improvements of the Grantor shall be subject to the following conditions:

(1) Except in the event of an emergency, work shall be done upon advance notice as set forth in the ICA, which terms are incorporated herein by reference and which shall survive the termination of the ICA for any reason;

(2) Work and access shall be permitted only to Qualified Personnel;

(3) For substantial or material work, the Grantee shall furnish the Grantor with reasonably detailed written plans and specifications for the work in advance and shall consult with the Grantor on the performance and progress of the work;

(4) Work shall be performed so as to interfere as little as possible with the Grantor's use and enjoyment of its Facilities, Property, and Improvements;

(5) Except as otherwise provided in Exhibit D hereto, the Grantor shall not be liable for damage, if any, which may be caused by the Grantor's normal and reasonable use of the easement area;

(6) Following completion of the work, the Grantee shall restore the Grantor's Facilities, Property, and Improvements to the same or as good a condition as existed before the commencement of the work; and

(7) The Grantee shall indemnify and hold the Grantor harmless from and against any and all claims, losses, costs, expenses, and liabilities (including reasonable attorneys' fees and costs) to the extent caused by or arising from the performance of such work.

(e) Any easement which permits a Grantee to maintain its property, equipment, facilities, and appurtenances on the Property owned by the Grantor also includes the right to maintain in place on the Grantor's Property any and all wires and cables connecting such property, equipment, facilities, and appurtenances to (i) the devices, machinery, and equipment which they measure, regulate, and/or control, and (ii) power sources.

(f) Any easement and right of way for Electric, Gas, and/or Communication Facilities includes the right to (i) trim, cut, burn, treat, and/or remove by manual, mechanical, and chemical means, all in accordance with any and all applicable legal requirements in connection therewith, any and all trees, brush, and vegetation within the easement area, as well as such trees, brush, and vegetation outside of the easement area as is deemed reasonably necessary by the Grantee for the safe and secure operation of its Facilities, and (ii) reasonable access over and across the Grantor's Property for purposes of performing the aforementioned acts.

3.4A Relocation of Easements. Either Party may, upon reasonable written notice received by the other Party, require such other Party to remove any of such other Party's property, real, personal or mixed, from its site on the first Party's Property and, if such other Party so desires, such other Party shall establish (by purchase, relocation, construction or otherwise) functionally equivalent property selected by such other Party on a new site selected by the first Party on the first Party's Property; provided, however, that (i) any and all reasonable costs, whether direct or indirect, incurred by such other Party in connection with such removal and establishment (including any disposal of property associated therewith) shall be borne by the first Party; (ii) such removal and establishment shall result in such other Party possessing property and a site therefor that are not materially less useful to such other Party than were the prior property and site; (iii) such removal and establishment shall not adversely affect the business or operations of such other Party; and (iv) if this Agreement has not already granted such other Party an easement, license, right, or right of way that would permit such other Party to use such functionally equivalent property on such new site, (a) the Parties shall promptly modify or amend this Agreement to grant the other Party such an easement, license, right, or right of way, (b) the interest so granted shall be of the same type as the interest pursuant to which such prior site was available to such other Party, and (c) any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the first Party. If the removal of any property has the effect of ending the usefulness to such other Party of any portion of the first Party's Property, such other Party shall, upon reasonable written notice received from the first Party, execute a modification or amendment to this Agreement that terminates the status of such portion of the first Party's Property as an area subject to an easement, license, right, or right of way, as the case may be, of such other Party; provided, however, that any and all reasonable costs, whether direct or indirect, of such modification or amendment shall be borne by the first Party.

3.5 Electric and Gas Easements. The course and dimensions of the easements granted to NYSEG by AEE for the Electric Facilities and Gas Facilities shall be limited to the electric and gas easement areas shown and/or described on the maps referenced in Exhibit C, attached hereto and incorporated herein.

3.6 Rules and Regulations. (a) NYSEG and AEE will each comply with the rules and regulations set forth in Exhibit D, attached hereto and incorporated herein, when performing any construction or other work on any easement granted to the other by this Agreement, as well as with any other applicable conditions, rules, and regulations set forth in this Agreement or the ICA, or as imposed by applicable law.

(b) NYSEG and AEE will each comply with the rules and regulations set forth in Exhibit E, attached hereto and incorporated herein, in the conduct of any environmental investigation and remediation work on the Property of the other, as well as any applicable legal requirements.

(c) Each Party will provide the other Party with keys, access codes, or other access methods necessary to enter such portions of the first Party's Facilities, Property, and Improvements as are reasonably necessary to effectuate the purposes of this Agreement. Access will be afforded in accordance with any mutually acceptable rules and regulations of the Parties.

(d) Each Party may promulgate additional rules and regulations governing the conduct of the other Party in the exercise of easements, licenses, rights of way, and rights under this Agreement provided such rules and regulations do not unreasonably interfere with, or impede, the affected Party's easements, licenses, rights, and rights of way as set forth herein or in the ICA.

3.7 No Obstruction. (a) Neither NYSEG nor AEE shall obstruct in any material way the easements, licenses, rights, or rights of way granted or created pursuant to this Agreement or render them impassable or unusable in any material way or otherwise in any material way interfere with the use and enjoyment of the easements, licenses, rights, or rights of way granted or created pursuant to this Agreement.

(b) Neither NYSEG nor AEE shall make any changes to the topography or accesses on its respective Property, including grading or drainage, that could reasonably be expected to adversely affect the other Party's Facilities, Property, Improvements, common-use drainage systems, or pollution control systems, or the exercise of any right or fulfillment of any obligation in this Agreement or in the ICA, without the prior written consent of the other Party, which consent will not be unreasonably withheld.

3.8 Repair and Maintenance. Each Party, as Grantee of any easement, license, right, or right of way hereunder, at its sole cost and expense and with Qualified Personnel, shall maintain the area of such easement and its facilities located thereon in a good, safe, and secure operating condition, in compliance with all applicable legal requirements, and otherwise in such a manner as does not unreasonably interfere with the Grantor's use of its property.

3.9 Effective Date. This Agreement will be effective on May 14, 1999.

3.10 No Interference. AEE represents to NYSEG that it has the right, title and authority to grant the easements described herein and that it will cause the Owner Trusts, at AEE's sole cost and expense, to permit access to the improvements located on the Buyer Property so that NYSEG may enjoy the rights under this Agreement without interference from the Owner Trusts.

3.11 Brine Concentrator. (a) The easement rights conveyed pursuant to Section 3.1(n) hereof shall also include NYSEG's right to request that AEE operate the Brine Concentrator under normal operating conditions at a mutually acceptable time and for a reasonable duration; provided, however that AEE shall not be obligated to perform such activities if AEE reasonably determines that (a) such operations will interfere with the generating plant located on the Property or (b) the Brine Concentrator in its then "as is" condition is not capable of being operated. All labor, equipment, materials, fuel and other costs and expenses associated with operating the Brine Concentrator at NYSEG's request shall be borne by NYSEG and paid to AEE within fifteen (15) days after receipt of a bill therefor. NYSEG agrees to indemnify and hold AEE harmless from and against any and all claims, losses, costs, expenses and liabilities (including reasonable attorney's fees and costs) to the extent caused by NYSEG's acts and omissions on the performance of work on the Brine Concentrator. Notwithstanding anything to the contrary contained herein, neither NYSEG nor AEE has any obligation to make the Brine Concentrator fully or partially operational or effective.

(b) Unless requested by NYSEG as provided in subparagraph 3.11(a) above or with the prior consent of NYSEG, AEE agrees not to move, dismantle or disturb the Brine Concentrator during the pendency of the action in the Supreme Court of the State of New York for Albany County entitled "Gorman Brothers, Inc. v. New York State Electric & Gas Corporation" or any appeal of such litigation.

ARTICLE 4 - Taxes, Assessments, and Other Charges

4.1 Payment of Taxes. AEE, with respect to the Buyer Property, and NYSEG, with respect to the NYSEG Property, shall pay and discharge all of the following ("Real Estate Taxes") whether or not now within the contemplation of the Parties hereto: (i) all real estate taxes, assessments, water, water meter (including any expenses incident to the installation, repair, or replacement of any water meter) and sewer rents, and other governmental impositions and charges, taxes, rents, levies, and sums of every kind or nature whatsoever, extraordinary as well as ordinary, and whether or not now within the contemplation of the parties hereto, as shall at any time be imposed by any governmental or public authority on, or become a lien in respect of, the Buyer Property or the NYSEG Property, as the case may be, or any part thereof, or which may become due and payable with respect thereto, and any and all taxes, assessments, and charges levied, assessed or

imposed upon the Buyer Property or the NYSEG Property, as the case may be, in lieu of, or in addition to, the foregoing, under or by virtue of any present or future laws, rules, requirements, orders, directives, ordinances, or regulations of the United States of America, or of the State of New York, or of any subdivision thereof, or of any lawful governmental authority whatsoever, and any interest or penalties thereon, and (ii) all other taxes (excluding gains, sales, and income taxes but including occupancy taxes which are measured by income) measured by ownership of the Buyer Property or the NYSEG Property, as the case may be.

4.2 Personal Property Taxes. AEE and NYSEG shall each pay and discharge its respective portion of all of the following ("Personal Property Taxes") whether or not now within the contemplation of the Parties hereto: all taxes and assessments which shall or may be charged, levied, assessed, or imposed upon, or become a lien upon, the personal property of AEE or NYSEG, as the case may be, used in the operation of or in connection with its business conducted at the Buyer Property or the NYSEG Property, as the case may be.

4.3 Timing of Payment. Subject to the provisions of Section 4.5, AEE and NYSEG shall each comply with its covenant to pay and discharge all Real Estate Taxes and Personal Property Taxes by paying such Taxes directly to the appropriate taxing authorities prior to the expiration of the period within which payment is permitted without penalty or interest. AEE and NYSEG shall within twenty (20) days of written request of a Party, produce the most recent official receipts from the appropriate taxing authorities evidencing such payment certified by AEE or NYSEG, as the case may be, to the other Party hereto.

4.4 Cooperation with Respect to Tax Abatements. AEE and NYSEG will cooperate with each other in obtaining and/or retaining any tax abatement for which the Buyer Property or NYSEG Property may be eligible. Upon written request of the Party seeking an abatement, the other Party hereto will execute and file any and all documents and instruments reasonably necessary to obtain and retain such abatement, without the assumption of any liabilities or obligations, provided that the Party seeking such abatement shall reimburse the cooperating Party for any reasonable expense that such cooperating Party may incur in connection therewith.

4.5 Tax Contests. AEE, with respect to the Buyer Property, and NYSEG, with respect to the NYSEG Property:

(a) may contest in good faith by appropriate proceedings diligently and continuously conducted, at its sole cost and expense, any Real Estate Tax, Personal Property Tax, or charge or similar item and, where permitted by law, pay the same under protest;

(b) shall pay and discharge such contested items as finally adjudicated or settled, with interest and penalties, and all other charges directed to be paid in or by any such adjudication or settlement; and

(c) may, in its sole discretion, consolidate any proceeding to obtain a reduction in the assessed valuation with any similar proceeding or proceedings brought by it and relating to any one or more other tax years.

Any refunds from any such contest shall belong wholly to the owner of the Property in question.

ARTICLE 5 - Mechanics' Liens

5.1 Notice Regarding Labor and Materials. Notice is hereby given that neither AEE nor NYSEG shall be liable for any work, labor, services, or materials furnished or to be furnished on credit to the other or to any other persons or entities claiming under the other, and that no mechanics' or other lien for any such work, labor, services, or materials furnished to the other or such other persons or entities shall attach to or affect any interest of AEE in and to the Buyer Property (including, without limitation, with respect to the Brine Concentrator) or NYSEG in and to the NYSEG Property.

5.2 Disposition of Liens. NYSEG shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the Buyer Property or any portion thereof for any work, labor, services, or materials claimed to have been performed or furnished for or on behalf of NYSEG or any person or entity holding any portion thereof through or under NYSEG. AEE shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the NYSEG Property or any portion thereof for any work, labor, services, or materials claimed to have been performed or furnished for or on behalf of AEE or any person or entity holding any portion thereof through or under AEE. If NYSEG or AEE shall fail to discharge, remove, or satisfy any such lien which it is obligated to discharge, remove, or satisfy hereunder within ten (10) days after notice of the existence of the lien has been given to it, the other Party may pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the rate set forth in Section 7.3, below, shall be paid by the defaulting Party upon demand to the Party who effected such cure.

ARTICLE 6 - Condemnation

6.1 Right to Participate. In the event that either the Buyer Property or the NYSEG Property, or any portion thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or any agreement with those authorized to exercise such right (any such matter being hereinafter referred to as a "Taking"), whether

such Taking be a permanent Taking or a temporary Taking, any person or entity having an interest in the award shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting its interest. Each Party so participating shall pay its own expenses.

6.2 Total Taking. A "Total Taking" shall be deemed to have occurred as to the Property of either Party when the entire Property of such Party shall be Taken or a substantial part of such Property shall be Taken and the untaken portion of the Property would, following the completion of restoration, be unsuitable for the operation and the use thereof in the manner so operated and used prior to the Taking. Upon a Total Taking, this Agreement shall terminate with respect to the Property Taken except with respect to the disposition of the award.

6.3 Disposition of Award. In the event of a Taking each Party shall be entitled to share in the award to the extent of its interest therein, and to assert a claim for consequential damages to and diminution of the value of its Property not so Taken.

ARTICLE 7 - Defaults

7.1 Events of Default. Each and every one of the following events shall constitute an "Event of Default" under this Agreement: (a) if a defaulting Party fails to make any payment due from the defaulting Party to the non-defaulting Party within twenty (20) days of receipt of a written demand in reasonable detail for such payment, (b) if a defaulting Party fails to make any payment due from the defaulting Party to any person or entity other than the non-defaulting Party within twenty (20) days of receipt of a written notice from the non-defaulting Party to the defaulting Party of such failure to pay, and such failure could result in the imposition of a lien on the Facilities, Property, or Improvements of the non-defaulting Party, and (c) if a defaulting Party fails to perform any non-monetary obligations hereunder, and said defaulting Party fails to cure such failure within thirty (30) days of receipt of written notice from the non-defaulting Party stating with particularity the nature of the default; provided, however, if such default is of a nature that it cannot be cured within thirty (30) days following receipt of such notice, an Event of Default shall not have occurred if the defaulting Party shall within such thirty (30) days commence the necessary cure and shall at all times thereafter diligently and continuously prosecute such cure to completion.

7.2 Right of Self Help. The non-defaulting Party may, at its election, following the occurrence of a non-monetary Event of Default, undertake the cure of such default on behalf of the defaulting Party. The non-defaulting Party is hereby granted an easement to enter upon, through or under the Facilities, Property, or Improvements of the defaulting Party to effect such cure. Following the occurrence of an Event of Default involving the non-payment of money to a person or entity not a party to this Agreement, the non-defaulting Party may make such payment on behalf of the defaulting Party. All

reasonable costs and expenses incurred by the non-defaulting Party in effecting such cure or payment shall be paid by the defaulting Party upon written demand.

7.3 Interest. Following the occurrence of an Event of Default involving the non-payment of money by the defaulting Party or the expenditure of money by the non-defaulting Party, all money owed by the defaulting Party shall bear interest at the lesser of 1-1/2% per month or the highest maximum rate of interest permitted by law retroactively from the due date to and including the actual date of payment.

7.4 Enforcement Rights. In addition to any other rights set forth in this Agreement, but without limitation, enforcement of this Agreement may be had by legal or equitable proceedings against any defaulting Party either to specifically enforce, restrain, or enjoin the violation of any restriction, covenant, condition, agreement, term, representation, or warranty herein contained or to recover damages.

7.5 No Forfeiture. Except by the enforcement of a judgment lien against the property of the defaulting Party, nothing contained in this Agreement shall create any reversion, condition, or right of re-entry or other provisions for forfeiture under which either Party can be cut off, subordinated, or otherwise disturbed in the possession of its property.

ARTICLE 8 - Miscellaneous

8.1 Exhibits. Exhibits attached to this Agreement are part of this Agreement and the material contained in such Exhibits shall be construed and interpreted as if contained within the text of the Agreement.

8.2 Headings. The Article and Section headings of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope and intent of this Agreement, nor in any way affect this Agreement.

8.3 Interpretation. Words of any gender in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its choice of law rules.

8.5 Entire Agreement. This Agreement, read with the APA and ICA, constitutes the entire Agreement between the parties hereto and supersedes all prior agreements and undertakings relating to the subject matter hereof.

8.6 Modifications, Waivers, Consents. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by AEE and NYSEG. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought.

8.7 Binding Effect. This Agreement, and the covenants, conditions, restrictions, encumbrances, licenses, rights, rights of way, and easements set forth in this Agreement, shall attach to, burden, and run with the Buyer Property and the NYSEG Property, as applicable, and shall be appurtenant to the Property of the other, i.e., the Buyer Property and the NYSEG Property, or one of the subparcels of such Property as shall be appropriate, and shall be binding upon the Parties hereto and their respective successors, assigns, grantees, transferees, and tenants and shall inure to the benefit and use of the Parties hereto and their respective heirs, successors, assigns, grantees, transferees, and tenants. Each Grantee of any portion of or interest in the Property and each mortgagee which succeeds to the ownership of any portion of the Property, shall be deemed, by the acceptance of a deed, to have agreed to perform each and every undertaking created hereunder attributable to the portion of the Property in which such Grantee or mortgagee has acquired an interest.

8.8 Covenants Not Conditions. The provisions of this Agreement shall be construed as covenants and not as conditions.

8.9 Severability of Void Provisions. If any provision of this Agreement, or the application thereof to any Party, shall be held to be invalid or illegal, or otherwise unenforceable, the remaining provisions hereof or the application of such provision to any Party or any person or entity or any circumstance other than that as to which it is held to be invalid, illegal, or unenforceable, nevertheless shall remain in full force and effect and not be affected by such invalidity, illegality, or unenforceability.

8.10 Estoppel Certificates. AEE and NYSEG shall, upon not less than twenty (20) days prior written notice from the other, deliver a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement is in full force and effect as modified, and identifying the modifications), and (b) whether or not any Party is known to be in default under any provision under this Agreement, and if such a default is known, the nature of such default.

8.11 Notices. Any notice required or permitted to be given under this Agreement shall be given in the manner specified in the ICA, which provisions are incorporated herein by reference and shall survive the termination of the ICA for any reason.

8.12 Independent Covenants. None of the licenses, rights, rights of way, and easements granted by this Agreement and none of the performances required by this Agreement shall be dependent on the performance of any other term, promise, or condition of this Agreement or any documents executed concurrently or in connection with this Agreement, and such licenses, rights, rights of way, easements, and requirements of performance shall continue in effect irrespective of whether anything else in this Agreement or such other documents has been breached or has been terminated. The separateness and independent survival of the licenses, rights, rights of way, easements, and requirements of performance under this Agreement are essential terms hereof without which this Agreement would not have been made.

8.13 Recording. The Parties agree to record this Agreement in the Office of the County Clerk in the county where the Property is located. The cost of recording this Agreement shall be shared equally by the Parties.

8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

8.15 Amendments. This Agreement may be modified, amended, or canceled only by a written instrument executed by the Parties in interest at the time of such modification, amendment, or cancellation.

8.16 No Joint Venture. Nothing in this Agreement is intended to create an association, trust, partnership, or joint venture between the Parties, or impose a trust, partnership, or fiduciary duty, obligation, or liability on or with respect to either Party.

8.17 Waivers; Remedies Cumulative. No delay or omission by either Party hereto in exercising any right, power, or remedy accruing upon any non-compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right, power, or remedy or be construed to be a waiver thereof. Except as the rights, powers, and remedies of the Parties may be expressly limited by the terms of this Agreement, the failure herein to specify a right, power, or remedy accruing upon any noncompliance or failure of performance by either Party hereto shall not be construed to be a waiver thereof or as impairing the right of the Party thereby aggrieved to all remedies then available to it at law or in equity by reason of such non-compliance or failure of performance. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

8.18 Location of Easements. If necessary or desirable, the location any easement granted hereunder shall be fixed with greater specificity by a correction deed or other instrument in recordable form executed by the parties hereto. All costs and expenses of recording such correction deed shall be borne by the party requesting such correction.

8.19 Financing Provisions. (a) NYSEG consents to the collateral assignment, mortgage and/or leasing by AEE of its rights under this Agreement to any lender, trust or financial institution providing financing for the Milliken Station and/or the Buyer Property and any subsequent collateral assignment, mortgage and/or leasing in connection with any such financing (together with their successors and assigns, the "Financing Parties"). AEE shall provide the name and address of the Financing Parties to NYSEG and NYSEG shall thereafter send copies to such Financing Parties of any notices of default sent to AEE under this Agreement.

(b) The Financing Parties shall be entitled to exercise any and all rights of AEE under this Agreement and shall have the right, but not the obligation, to pay any sums due hereunder and to perform any other act, duty or obligation required of AEE hereunder or to cure or cause to be cured any default of AEE hereunder. The Financing Parties shall have a period of sixty (60) days after the receipt of written notice of AEE's default under this Agreement to cure any such default, or such longer period of time as is necessary to effect such cure, provided that the Financing Parties shall have commenced such cure within such sixty (60) day period and are diligently pursuing such cure.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By: _____
Name: Daniel Farley
Title: Vice President

AES EASTERN ENERGY, L.P.

By: _____
Name: Daniel J. Rothkopf
Title: General Manager

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:10 PM
Rebecca Francus

LIBER 847 PAGE 95

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 5th day of May 1999 before me personally came Daniel Farley to me known, who, being by me duly sworn, did depose and say that he resides at Grandview Place, Endwell, New York ; that he is a Vice President of the NEW YORK STATE ELECTRIC & GAS CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Notary Public

LEWIS A. ELDRIDGE
Notary Public, State of New York
No. 4880397
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 17, 2001

Project Golden Lake
francus@beowulfenergy.com
11/12/2023 3:09:13 PM
Rebecca Francus

LIBER 847 PAGE 96

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

On this 13th day of May in the year 1999, before me, the undersigned, personally appeared Daniel J. Rothaupt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LEWIS A. ELDRIDGE
Notary Public, State of New York
No. 4880397
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 17, 20__

Project Golden Lake
francus@beowulfenergy.com
11/12/2025 3:09:15 PM
Rebecca Francus

Tompkins County, ss:
Recorded on the 20th Day
of May 1999 at 11:29
o'clock A M., in Liber 847
of Deeds at page 46
and examined.
Aurora R. Valenti

Site Plan Application

Town of Lansing, NY
Application #:
Revision: 0
Date: 10/29/25

Project: Cayuga Data Campus
By: TeraWulf Inc.
228 Cayuga Dr., Lansing NY 14882

Contact : Fred DelFavero
Email: fdelfavero@beowulfed.com
Phone : 607-252-0722

Contact : Adam Millspaugh
Email: amillspaugh@beowulfed.com
Phone : 607-227-3892

TERAWULF

EXECUTIVE SUMMARY – SITE PLAN REVIEW APPLICATION

Industrial/Research (IR) District – Town of Lansing

Date:
October 29, 2025

Submitted by:
TeraWulf Inc. and Cayuga Operating Company LLC (the "Applicants")

Project Name:
Cayuga Data Campus

Location:
Former Cayuga Generation Site – Town of Lansing, Tompkins County, New York

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1 Project Overview

The Cayuga Data Campus (the "Project") is a modern research and technology campus located on the former Cayuga power plant property. The Project restores long-standing industrial site historically dedicated to utility-scale infrastructure, and adapts it for research-grade digital processing rather than electricity generation.

Because the site was purpose-built for heavy-duty, high-reliability infrastructure, the Project achieves a beneficial reuse of existing assets without new greenfield disturbance or the conversion of agricultural land.

2 Site Context and Campus Design

The overall site comprises approximately 434 acres, of which 183 acres are leased for the Cayuga Data Campus. The initial development area is limited to roughly 43 acres on the interior plateau, screened by natural topography and year-round vegetation.

The campus consists of multiple low-profile research buildings arranged to preserve existing view corridors. Mechanical systems will be enclosed or shielded, and roof-mounted equipment will remain within permitted height limits. Cooling will be delivered by closed-loop systems that neither withdraw from nor discharge to Cayuga Lake. Potable water will be sourced from Bolton Point solely for domestic and fire-safety needs.

3 Phasing and Construction Sequence

The Project will develop approximately 138 MW of enclosed research computing infrastructure in phases. Phase I consists of a 50-MW building, followed by two additional 50-MW buildings. Each building is anticipated to require 12–14 months from Notice to Proceed through commissioning. This sequential approach:

- Aligns capacity increases with infrastructure readiness;

- Minimizes construction disturbance through steady, controlled build-out; and
- Supports consistent pipeline of skilled regional trade employment.

4 Infrastructure and Environmental Benefits

The Project will deliver multiple public-facing and environmental advantages, including:

- **No lake water usage for cooling** – closed-loop cooling independent of Cayuga Lake.
- **No combustion or stack emissions** – zero-combustion research operation.
- **No greenfield or farmland conversion** – redevelopment of an existing industrial property.
- **Regional connectivity** – broadband infrastructure extension.
- **Low-noise profile** – equipment enclosed and acoustically engineered.
- **Local employment** – permanent operations roles and sustained trades work.
- **Community commitment** – charitable and public-service partnerships.

5 Consistency with the IR District Purpose and 2018 Comprehensive Plan

The Industrial/Research (IR) District is intended to accommodate land uses involving assembly, fabrication, or research (as outlined in Schedule I to § 270 of the Town Code) and to foster small employment centers.

The Town's 2018 Comprehensive Plan expressly encourages:

- "redevelopment or retrofitting of aging or abandoned industrial or commercial sites" and
- "Infill development and redevelopment opportunities that take full advantage of existing infrastructure"

to avoid both abandonment and sprawl.

The Project implements these policy goals directly—reusing a legacy industrial site for a modern research use, requiring no variance, and fitting squarely within the permitted Schedule I categories of General Processing and Warehouse/Storage of Non-Agricultural Goods, which are allowed in the IR District as of right subject to site-plan review.

6 Use Classification Based on Plain Dictionary Meaning

Schedule I of the Town Zoning Ordinance permits both (i) **General Processing** and (ii) **Warehouse / Storage of non-agricultural goods** within the IR District. Because the Ordinance does not define these terms, their ordinary dictionary meaning governs.

Under Merriam-Webster:

- **"Process / Processing"** = "to subject to a series of operations or steps"

- **"Warehouse / Warehousing"** - "a place for the storage of goods"

Neither definition limits "goods" to physical objects. The zoning ordinance similarly contains no language restricting either term to tangible materials. Under New York strict-construction doctrine, a municipality may not narrow the meaning of a permitted category by implication or by adding limitations not present in the text:

> "Zoning ordinances, being in derogation of the common law, must be strictly construed against the municipality."
> (*3 N.Y. Zoning Law & Prac. § 50:1*)

Widely accepted planning and technical authorities similarly define data centers as facilities for the *processing* and *storage* of data:

- **Wikipedia:** a facility "used to house computer systems and associated components, such as telecommunications and *storage* systems."
- **Amazon Web Services (AWS):** "a physical location that stores computing machines and … is the physical facility that *stores* a company's digital data."
- The **American Planning Association (APA):** "a physical facility that houses servers, *storage*, and networking infrastructure to support digital applications and services."

Thus, the Cayuga Data Campus falls squarely within both permitted categories under Schedule I:

1. **General Processing** — research data is subjected to continuous operational computation (e.g., AI workloads, scientific simulations, analytics).
2. **Warehouse / Storage of Non-Agricultural Goods** — research datasets are securely housed as non-agricultural goods.

Accordingly, the Project is a permitted use in the IR District and properly before the Planning Board for site-plan review**.**

7 Conclusion

The Cayuga Data Campus is a lawful adaptive reuse of a legacy industrial site consistent with both the text and intent of the IR District and the 2018 Comprehensive Plan. The Project requires no variance and is submitted for site-plan review as a permitted use under Schedule I of the Zoning Ordinance.

Table of Contents

Section 1..... Site Master Plan
Section 2..... Site Survey
Section 3..... Site Plan & Elevations
Section 4..... Wetland Delineation Assessment
Section 5..... Stormwater Pollution Prevention Plan (SWPPP)
Section 6..... Planting Approach
Section 7..... Agricultural District Statement
Section 8..... Environmental Assessment Form
Section 9..... Site Plan Renderings
Section 10..... Acoustical Design Memo
Section 11..... Photometric and Lighting Layout

Section 1
Site Master Plan

LEGEND
DATACENTER POWER DISTRIBUTION
FIBER CARRIER SITE PATH
FUTURE VINEYARD
LANDSCAPING BUFFER
SITE BOUNDARY
BELOW GROUND DATACENTER POWER DISTRIBUTION
NEW SUBSTATION SERVING DATACENTERS
STARKS ROAD
PV POWER BELOW GROUND POWER DISTRIBUTION
25' WIDE LANDSCAPING BUFFER WITH TREE TRENCHES FOR ROAD RUN OFF
PROPOSED DATACENTER CAMPUS ~150MW POWER DEMAND
75' WIDE LANDSCAPING ZONE ON THE SLOPE FOR VISUAL SCREENING
DATACENTER NEW OHP POWER DISTRIBUTION
POINT BROADBAND FIBER
FIRSTFLIGHT FIBER
CAYUGA DRIVE
PV FARM SUBSTATION LEASE AREA
EXISTING NYSEG SUBSTATION
MILLIKEN POWER PLANT ACCESS ROAD
DATACENTER CAMPUS PRIMARY ACCESS, SECURITY AND TURNAROUND
MILLIKEN POWER PLANT CONVERSION FOR FACILITY OFFICES AND STORAGE
FUTURE VINEYARD
LAND TO BE GIFTED AND DEDICATED FOR COMMUNITY USE / BIKE TRAILS
RAMBOLL

Section 2
Site Survey

FLOOD ZONE

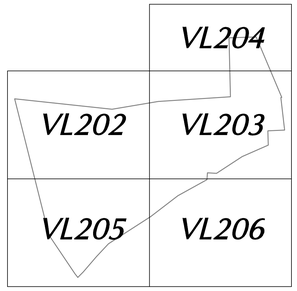
TABLE A ITEM 3

PER THE MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, TOWN OF LANSING, NEW YORK, TOMPKINS COUNTY, PANEL 31 OF 45, MAP NUMBER 3608520031C, EFFECTIVE DATE: OCTOBER 15, 1985", THE ENTIRE SUBJECT PROPERTY LIES WITHIN ZONE C, AREA OF MINIMAL FLOODING (NO SHADING).

PROJECT LOCATION MAP

SCALE: N.T.S.

SOURCE: MICROSOFT CORPORATION



KEY MAP

GENERAL NOTES

1. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO THE NEW YORK CENTRAL STATE PLANE COORDINATE SYSTEM NAD 83 (2011) DERIVED USING SURVEY-GRADE GNSS.
2. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) DERIVED USING SURVEY-GRADE GNSS.
3. STREET NAMES, RIGHT OF WAY WIDTHS, BLOCK AND LOT NUMBERS ARE SHOWN IN ACCORDANCE WITH THE TOWN TAX MAPS.
4. TOPOGRAPHIC INFORMATION SHOWN HEREON BASED ON AERIAL PHOTOGRAPHY DATED SEPTEMBER 5, 2023 AND AERIAL MAPPING PREPARED BY KEYSTONE AERIAL SURVEYS. DATA SHOWN MEETS NATIONAL MAP ACCURACY STANDARDS.
5. PLANIMETRIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DURING AUGUST 2023.
6. OFFSETS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND SHOULD NOT BE USED IN CONSTRUCTION OF ANY TYPE. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. RECOMMENDS THE PLACEMENT OF SURVEY MARKERS.
7. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
8. UNLESS SPECIFICALLY NOTED HEREON, STORM AND SANITARY SEWER INFORMATION (INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE) WAS OBSERVED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/CATCH BASINS, ETC.). CONDITIONS MAY VARY FROM THOSE ENCOUNTERED AT THE TIMES WHEN AND THE LOCATIONS WHERE DATA WAS OBTAINED, DESPITE MEETING THE REQUIRED STANDARD OF CARE THE SURVEYOR CANNOT AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN ARE THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES.

   ADDITIONAL UTILITY (WATER, GAS, ELECTRIC ETC...) DATA MAY BE SHOWN FROM FIELD LOCATED SURFACE MARKINGS (BY OTHERS), EXISTING STRUCTURES, AND/OR FROM EXISTING DRAWINGS,

   UNLESS SPECIFICALLY NOTED HEREON THE SURVEYOR HAS NOT EXCAVATED TO PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE SHOWN UNDERGROUND UTILITIES ARE EITHER IN SERVICE, ABANDONED OR SUITABLE FOR USE, NOR ARE IN THE EXACT LOCATION OR CONFIGURATION INDICATED HEREON.

   PRIOR TO ANY DESIGN OR CONSTRUCTION THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS

   UNLESS NOTED BELOW SUPPLEMENTAL DOCUMENTS WERE NOT USED TO COMPILE THE SUBSURFACE UTILITY INFORMATION SHOWN HEREON
9. THIS PLAN NOT VALID UNLESS EMBOSSED WITH THE SEAL OF THE PROFESSIONAL.
10. IT IS A VIOLATION OF THE NYS EDUCATION LAW ARTICLE 145 FOR ANY PERSON, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR OR GEOLOGIST, TO ALTER THIS ITEM IN ANY WAY.

SURVEYOR'S CERTIFICATION

CERTIFIED TO:

1. XXX
2. XXX
3. XXX

"I HEREBY STATE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH NYSPLS CODE OF PRACTICE FOR LAND SURVEYS, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, AND, IN MY PROFESSIONAL OPINION, ACCURATELY REPRESENTS THE CONDITIONS FOUND ON THE DATE OF THE FIELD SURVEY AT THE SUBJECT PROPERTY", AND

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(b), 7(c-1) 8, 10, 11(a), 11(b), 12, 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON AUGUST 18, 2023

DRAFT

THOMAS J. REEVES
PROFESSIONAL LAND SURVEYOR
NY Lic. No. 051146-01
TREEVES@LANGAN.COM

MAP REFERENCES

THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:

A. MAP TITLED "SUBDIVISION PLAT, THE FINGER LAKES LAND TRUST, INC., LOCATED ON LAKE RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY WILLIAMS & EDSALL, DATED NOVEMBER 11, 2022, FILED IN THE TOMPKINS COUNTY DEPARTMENT OF ASSESSMENT ON DECEMBER 29, 2022 AS MAP NO. 2022-14057.
B. MAP TITLED "SURVEY FOR THE FINGER LAKES LAND TRUST, INC., LOCATED ON LAKE RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY WILLIAMS & EDSALL, DATED FEBRUARY 1, 2022, FILED IN THE TOMPKINS COUNTY DEPARTMENT OF ASSESSMENT AS MAP NO. 2022-05633.
C. MAP TITLED "MAP OF CASPER FENNER 54.7 ACRES ON LOT 42, TOWN OF LANSING, N.Y.,," PREPARED BY CARL CRANDALL, CE, DATED NOVEMBER 17, 1952.
D. MAP TITLED "N.Y. STATE ELECTRIC & GAS CORPORATION, MAP OF FENNER-TOWNSEND-SOVOCOOL PROPERTIES AT LAKE RIDGE, TOWN OF LANSING, TOMPSKIN COUNTY, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED FEBRUARY 23, 1953.
E. MAP TITLED "SURVEY MAP OF LANDS OF JOSEPHINE CRIM ON NORTH SIDE OF HEDDENS-LAKE RIDGE ROAD ON LOT 51, TOWN OF LANSING, TOMPKINS, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED MAY 26, 1951 AND FILED IN TOMPKINS COUNTY AS CABINET B, DRAWER 4.
F. MAP TITLED "SURVEY MAP SHOWING LANDS OF CORNELL UNIVERSITY TO BE SUBDIVIDED BY ROGER B. SOVOCOOL, MILLKEN RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK, " PREPARED BY T.G. MILLER PC, DATED DECEMBER 10, 1993 AND FILED WITH TOMPKINS COUNTY AS DRAWER X, 30.
G. MAP TITLED "SURVEY MAP SHOWING LANDS OF CORNELL UNIVERSITY TO BE SUBDIVIDED BY ROGER B. SOVOCOOL, MILLKEN RIDGE ROAD, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK," PREPARED BY T.G. MILLER, PC, DATED OCTOBER 10, 1993 AND LAST REVISED JUNE 24, 1999 AND FILED WITH TOMPKINS COUNTY AS DRAWER LL, 47.
H. MAP TITLED "SURVEY MAP OF PORTION OF CHARLES STARKS FARM ON LOT 42, TOWN OF LANSING, TOMPKINS COUNTY, N.Y.," PREPARED BY CARL CRANDALL, CE, DATED JUNE 18, 1951.
I. MAP TITLED "LANDS OF MARIAN PURCELL," PREPARED BY E.D. CRUMB, DATED APRIL 26, 1956, FILED WITH TOMPKINS COUNTY AS BOOK E2, PAGES 48-49.
J. MAP TITLED "PROPERTY CONVEYED TO NGE GENERATION, INC., BY NEW YORK STATE ELECTRIC & GAS CORPORATION, TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK STATE," PREPARED BY HAWK ENGINEERING, PC., DATED JULY 30, 1998 AND LAST REVISED APRIL 14, 1999 AND FILED WITH TOMPKINS COUNTY AS DRAWER LL, 27.

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT, STREET LIGHT, AREA LIGHT, SIGNAL POLE, POLE, GUY WIRE, ANCHOR POLE, MANHOLE, MANHOLE (DRAINAGE), MANHOLE (SANITARY SEWER), MANHOLE (ELECTRIC), MANHOLE (WATER), MANHOLE (NATURAL GAS), MANHOLE (TELEPHONE), MANHOLE (FORCE MAIN), MANHOLE (STEAM), MANHOLE (UNKNOWN UTILITY), WATER VALVE, GAS VALVE, SHRUB, CATCH BASIN, CLEAN OUT, TREE, SIGN

BOLLARD, PEDESTRIAN WALK SIGNAL, DOOR, DOUBLE DOOR, OVERHEAD DOOR, PARKING METER, METAL COVER, ELECTRIC BOX, SOIL BORING, MONITORING WELL, TEST PIT, BENCHMARK, ROOF DRAIN, SPOT ELEVATION, CONCRETE CURB, CONCRETE, DETECTABLE PAD, DROP CURB, BROKEN WHITE STRIPE, SINGLE YELLOW STRIPE, DOUBLE YELLOW STRIPE, SINGLE WHITE STRIPE, REINFORCED CONCRETE PIPE, DUCTILE IRON PIPE, CORRUGATED METAL PIPE, NO VISIBLE PIPE, EDGE OF PAVEMENT, LANDSCAPED AREA, SURVEY BEARING & DISTANCE, DEED BEARING & DISTANCE

STORM DRAIN, SANITARY LINE, COMBINED UTILITY LINE, UNKNOWN UTILITY LINE, GAS LINE, WATER LINE, ELECTRIC LINE, TELEPHONE LINE, CABLE TV LINE, STEAM LINE, FORCE MAIN, FIBER OPTIC, REFERENCED UTILITY LINE (TYPE AS NOTED) BASED ON RECORD MAPPING, OVERHEAD WIRE, GUIDE RAIL(TYPE AS NOTED), CHAIN LINK FENCE, WOOD/STOCKADE FENCE, WIRE FENCE, IRON FENCE, TREE LINE, EASEMENT LINE, PROPERTY LINE, RIGHT-OF-WAY LINE, CONTOUR LINE

SEE SHEETS VL202-VL206 FOR BOUNDARY AND TOPOGRAPHIC DETAILS

250 0 125 250
SCALE IN FEET
(1" = 250')

Date	Description	No.
Revisions		

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Project: CAYUGA SOLAR PROJECT
TAX MAP NO(S). 11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date August 29, 2023
Drawn By KEC
Checked By TR

Drawing No. VL201
Sheet 1 of 6

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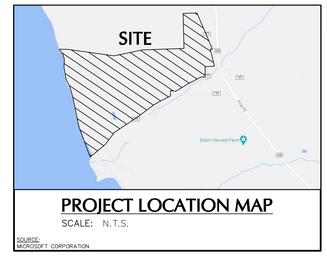

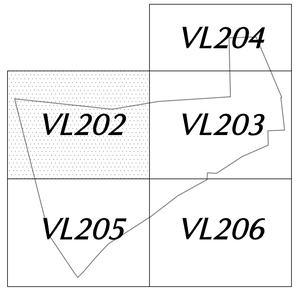

KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	D	STORM DRAIN
STREET LIGHT	PEDESTRIAN WALK SIGNAL	S	SANITARY LINE
AREA LIGHT	DOUBLE DOOR	COM	COMBINED UTILITY LINE
SIGNAL POLE	OVERHEAD DOOR	UNK	UNKNOWN UTILITY LINE
POLE	WARNING METER	G	GAS LINE
GUY WIRE	METAL COVER	W	WATER LINE
ANCHOR POLE	GAS VALVE	E	ELECTRIC LINE
MANHOLE	GAS BORING	T	TELEPHONE LINE
MANHOLE (DRAINAGE)	MONITORING WELL	CATV	CABLE TV LINE
MANHOLE (SANITARY SEWER)	TEST PIT	ST	STEAM LINE
MANHOLE (ELECTRIC)	BENCHMARK	FM	FORCE MAIN
MANHOLE (WATER)	SPOT ELEVATION	FO	FIBER OPTIC
MANHOLE (NATURAL GAS)	CONCRETE		REFERENCED UTILITY LINE (TYPE AS NOTED) BASED ON FIELD SURVEY
MANHOLE (TELEPHONE)	DETECTABLE PAD	OHW	OVERHEAD WIRE
MANHOLE (STORM MAIN)	DROP CURB	GR	GUIDE RAIL(TYPE AS NOTED)
MANHOLE (STEAM)	BROKEN WHITE STRIPE		CHAIN LINK FENCE
MANHOLE (UNKNOWN UTILITY)	SINGLE YELLOW STRIPE		WOOD/STOCKADE FENCE
WATER VALVE	DOUBLE YELLOW STRIPE		WIRE FENCE
GAS VALVE	SINGLE WHITE STRIPE		IRON FENCE
SHRUB	REINFORCED CONCRETE PIPE		TREE LINE
CATCH BASIN	DUCTILE IRON PIPE		EASEMENT LINE
CLEAN OUT	CORRUGATED METAL PIPE		PROPERTY LINE
TREE	NO VISIBLE PIPE		RIGHT-OF-WAY LINE
SIGN	END OF PAVEMENT		CONTOUR LINE
	LANDSCAPED AREA		
	SURVEY BEARING & DISTANCE		
	DEED BEARING & DISTANCE		

100 0 50 100
SCALE IN FEET
(1" = 100')

Date	Description	No.
Revisions		

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Project
CAYUGA SOLAR PROJECT
TAX MAP NO(S).
11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL202
Sheet 2 of 6

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SHEET VL204
SHEET VL203

TAX MAP NO. 1.-1-16.2 n/f THE FINGER LAKES LAND TRUST, INC. INSTRUMENT #2022-05626

SMITH TO NYSEG 04/01/1968 L. 474, P. 543

Pin & Cap Fnd. 0.4' W

CARLTON TO NYSEG 02/19/1968 L. 473, P. 1032

KRAUSE TO NYSEG 01/15/1968 L. 473, P. 527

Pin & Cap Fnd. 0.5' W

N 85°27'28" E (S)
N 85°27'44" E (D)
170.25'

N 87°42'36" E (S)
N 87°42'52" E (D)
398.52'

N 87°57'43" E (S)
N 87°57'59" E (D)
1234.97'

FORMERLY STARKS ROAD

28'

STARKS/STARK TO NYSEG 02/13/1968 L. 473, P. 966

HARVEY TO NYSEG 06/18/1968 L. 475, P. 905

STUART TO NYSEG 06/27/1968 L. 476, P. 167

SALTONSTALL, LAWRENCE TO NYSEG 01/24/1968 L. 473, P. 672

Monitoring Well (TYP)

TRACT LINE (TYP)

FENNER TO NYSEG 02/15/1968 L. 473, P. 992

12.5' ACCESS EASEMENT (25' TOTAL WIDTH) PER LIBER 356 PAGE 143, LIBER 357 PAGE 205 AND REFERENCED IN LIBER 423, PAGE 992

TAX MAP NO. 11.-1-3.211 & 3.212 n/f CAYUGA OPERATING COMPANY, LLC (PARCEL III) INSTRUMENT # 594334-006 AREA = 17,802,422 S.F. OR 408.68738 (MINUS EXCEPTION PARCEL)

FENNER TO NYSEG 02/26/1953 L. 356, P. 145

FENNER TO NYSEG 03/28/1953 L. 357, P. 205

MILLIKEN POWER PLANT ACCESS ROAD (PRIVATE)

TRANSMISSION CORRIDOR EASEMENT-PER MAP REFERENCE 1

RIGHT(S)-OF-WAY SHOWN ARE SUBJECT TO THE RIGHTS OF THE PUBLIC IN, OVER AND ACROSS SAID ROAD(S)

APPROXIMATE AREA OF PERMANENT ROAD EASEMENT PER LIBER 783, PAGE 312

S 56°02'24" W (S)
S 56°02'40" W (D)
654.22'

N 84°42'23" W (S)
N 84°42'07" W (D)
226.88'

S 5°20'36" W (S)
S 5°20'52" W (D)
171.25'

S 60°35'23" W (S)
S 60°35'39" W (D)
276.49'

S 61°12'40" W (S)
S 61°12'56" W (D)
548.76'

S 61°34'20" W (S)
S 61°34'36" W (D)
315.82'

S 58°34'42" W (S)
S 58°34'58" W (D)
114.45'

MILLIKEN ROAD

S 68°24'26" W (S)
S 68°24'42" W (D)
274.77'

S 73°58'51" W (S)
S 73°59'07" W (D)
118.96'

S 85°30'16" W (S)
S 85°30'32" W (D)
24.71'

Rebar Fnd. 0.2' S 0.3' W

P.O.B.

Rebar Fnd. 0.3' W

RIGHT(S)-OF-WAY SHOWN ARE SUBJECT TO THE RIGHTS OF THE PUBLIC IN, OVER AND ACROSS SAID ROAD(S)

LAKE RIDGE ROAD

S 06°42'37" E (S)
S 06°42'53" E (D)
817.40'

TAX LOT NO. 2.-1-12.2 n/f TOLEN INSTRUMENT #532231-001

Iron Pipe Fnd. 0.8' W

TAX LOT NO. 2.-1-13 n/f MACK LIBER 864 PAGE 138

8" Rebar Fnd.

TAX LOT NO. 2.-1-15 n/f BALOG LIBER 611 PAGE 46-3

TAX MAP NO. 11.-1-9 n/f TRENHOLM INSTRUMENT #513268-001

S 87°59'08" W (S)
S 87°59'24" W (D)
421.89'

4" Iron Rod Fnd. 0.6' W 0.7' S

4" Iron Rod Fnd. 0.4' W 0.2' S

S 02°11'47" E (S)
S 02°12'01" E (D)
358.43'

TAX MAP NO. 11.-1-8 n/f REEVES INSTRUMENT #2013-13119

Iron Pipe Fnd.

TAX MAP NO. 11.-1-10

4" Iron Rod Fnd. 0.4' SW

TAX MAP NO. 11.-1-11.2

TAX MAP NO. 11.-1-3.1

TAX MAP NO. 11.-1-3.4

CAYUGA DRIVE

ACCESS EASEMENT PER LIBER 776 PAGE 178 (TYP)

SHEET VL202
SHEET VL203

SHEET VL203
SHEET VL206

PROJECT LOCATION MAP
SCALE: N.T.S.
SOURCE: MICROSOFT CORPORATION

KEY MAP

VL204	
VL202	VL203
VL205	VL206

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	STORM DRAIN	
STREET LIGHT	PEDESTRIAN WALK SIGNAL	SANITARY LINE	
UTILITY POLE	DOOR	COMBINED UTILITY LINE	
SIGNAL POLE	DOUBLE DOOR	GAS LINE	
PAD	OVERHEAD DOOR	UNKNOWN UTILITY LINE	
GUY WIRE	ELECTRIC METER	WATER LINE	
ANCHOR POLE	METAL DOOR	WATER LINE	
MANHOLE	ELECTRIC BOX	ELECTRIC LINE	
MANHOLE (DRAINAGE)	MONITORING WELL	TELEPHONE LINE	
MANHOLE (SANITARY SEWER)	TEST PIT	CABLE TV LINE	
MANHOLE (ELECTRIC)	CATCH BASIN	STEAM LINE	
MANHOLE (WATER)	ROOF DRAIN	FORCE MAIN	
MANHOLE (NATURAL GAS)	SPOT ELEVATION	FIBER OPTIC	
MANHOLE (TELEPHONE)	CONCRETE CURB	REFERENCED UTILITY LINE (AS LOCATED BY OTHERS) BASED ON RECORD MAPPING	
MANHOLE (STORM WARE)	CONCRETE PAD	OVERHEAD WIRE	
MANHOLE (STEAM)	DROP CURB	GUIDE RAIL/TRUSS	
MANHOLE (UNKNOWN UTILITY)	BROKEN WHITE STRIPE	WOOD/STOCKADE FENCE	
GAS VALVE	SINGLE YELLOW STRIPE	WIRE FENCE	
GAS VALVE	DOUBLE YELLOW STRIPE	IRON FENCE	
SHRUB	REINFORCED CONCRETE PIPE	TREE LINE	
CATCH BASIN	DUCTILE IRON PIPE	EASEMENT LINE	
CLEAN OUT	CORRUGATED METAL PIPE	PROPERTY LINE	
TREE	VITRIFIED CLAY PIPE	RIGHT-OF-WAY LINE	
SIGN	EDGE OF PAVEMENT	CONTOUR LINE	
	LANDSCAPED AREA		
	SURVEY BEARING & DISTANCE		
	DEED BEARING & DISTANCE		

SCALE IN FEET
(1" = 100')

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Revisions		

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Project
CAYUGA SOLAR PROJECT
TAX MAP NO(S).
11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No.	Drawing No.
190091601	VL203
Date: NOVEMBER 2, 2023	
Drawn By: KEC	
Checked By: TR	
Sheet 3 of 6	

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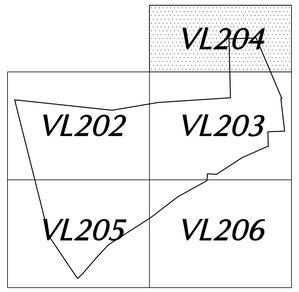
Date: 7/26/2024 Time: 12:55 User: mchudnow Style Table: Langan.stb Layout: VL203 Document Code: 190091601-0401-VL101

PROJECT LOCATION MAP
SCALE: N.T.S.
SOURCE: MICROSOFT CORPORATION



KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

HYDRANT	BOLLARD	STORM DRAIN	
STREET LIGHT	PEDESTRIAN WALK SIGNAL	SANITARY LINE	
AREA LIGHT	POST	COMBINED UTILITY LINE	
UTILITY POLE	DOUBLE DOOR	UNKNOWN UTILITY LINE	
GUY WIRE	OVERHEAD DOOR	GAS LINE	
ANCHOR POLE	PARKING METER	WATER LINE	
MANHOLE	ELECTRIC BOX	ELECTRIC LINE	
MANHOLE (DRAINAGE)	GAS BORING	TELEPHONE LINE	
MANHOLE (SANITARY SEWER)	SOIL BORING	CABLE TV LINE	
MANHOLE (ELECTRIC)	MONITORING WELL	STEAM LINE	
MANHOLE (WATER)	TEST PIT	FORCE MAIN	
MANHOLE (NATURAL GAS)	BENCHMARK	FIBER OPTIC	
MANHOLE (TELEPHONE)	SPOT ELEVATION	RESTRICTED UTILITY LINE (AS RECORD SURVEY)	
MANHOLE (STORM WARE)	SPOT ELEVATION	OVERHEAD WIRE	
MANHOLE (STEAM)	CONCRETE	GUIDE RAIL(TYPE AS NOTED)	
MANHOLE (UNKNOWN UTILITY)	DETECTABLE PAD	CHAIN LINK FENCE	
WATER VALVE	DOUBLE YELLOW STRIPE	WOOD/STOCKADE FENCE	
GAS VALVE	SINGLE WHITE STRIPE	WIRE FENCE	
CATCH BASIN	DOUBLE WHITE STRIPE	IRON FENCE	
DRAIN	RUSTED SOLID PIPE	TREE LINE	
AREA DRAIN	CORRUGATED METAL PIPE	EASEMENT LINE	
CLEAN OUT	TOP OF BANK	PROPERTY LINE	
TREE	EDGE OF PAVEMENT	RIGHT-OF-WAY LINE	
SIGN	LANDSCAPED AREA	CONTOUR LINE	
	SURVEY BEARING & DISTANCE		
	DEED BEARING & DISTANCE		

SCALE IN FEET
(1" = 100')

Date	Description	No.
Revisions		

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TAX MAP NO(S).
11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL204
Sheet 4 of 6

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SHEET VL202
SHEET VL205

NY C NAD 83 (2011)

CAYUGA LAKE

LEHIGH VALLEY RAILROAD
TO NYSEG
05/26/1952
L. 350, P. 420

STARKS TO NYSEG
08/17/1951
L. 343, P. 578

MILLIKEN STATION ACCESS ROAD

TRANSMISSION CORRIDOR EASEMENT PER MAP REFERENCE

OVERHEAD WIRES (TYP)

FENNER TO NYSEG
02/26/1953
L. 356, P. 145

MILITARY LOT #42
MILITARY LOT #51

CRIM TO NYSEG
07/06/1951
L. 342, P. 381

TRACT LINE (TYP)

TAX MAP NO. 11.-1-3.23
n/f CAYUGA OPERATING COMPANY, LLC
INSTRUMENT #:594334-006
SUBSTATION PARCEL
AREA=130,679 S.F.±
2.99998 ACRES ±

TAX MAP NO. 11.-1-3.211 & 3.212
n/f CAYUGA OPERATING COMPANY, LLC
(PARCEL III)
INSTRUMENT # 594334-006
AREA = 17,802,422 S.F.
OR 408.68738
(MINUS EXCEPTION PARCEL)

TAX MAP NO. 11.-1-3.211

RIGHT(S)-OF-WAY SHOWN ARE SUBJECT TO THE RIGHTS OF THE PUBLIC IN, OVER AND ACROSS SAID ROAD(S)

MILLIKEN STATION ROAD

APPROXIMATE LOCATION OF EASEMENT TO NYSEG TO INSTALL 96" INTAKE LINE PER LIBER 417 PAGE 278 FILED ON MARCH 13, 1959 AND LIBER 601 PAGE 711 FILED ON OCTOBER 20, 1983 (25 YEAR TERM OF EASEMENT)

APPROXIMATE LOCATION OF EASEMENT TO NYSEG PER LIBER 601 PAGE 711 FILED ON OCTOBER 20, 1983 (25 YEAR TERM OF EASEMENT)

APPROXIMATE AREA OF EASEMENT SHOWN ON MAP X-30 (OVERHEAD WIRES) 30

TAX MAP NO. 11.-1-3.211 & 3.212
n/f CAYUGA OPERATING COMPANY, LLC
INSTRUMENT # 594334-006
(PARCEL I)
[NOT PART OF THIS SURVEY]

TAX MAP NO.
12.-1-15.322
n/f FINDEIS
INSTRUMENT #2014-00245

TAX MAP NO.
12.-1-15.321
n/f COBB
INSTRUMENT #2020-01714

APPROXIMATE AREA OF EASEMENT SHOWN ON MAP X-30 (OVERHEAD WIRES) 30

OLD ORCHARD ROAD (PRIVATE)

TAX MAP NO. 12.-1-6
n/f RONSVALLE
LIBER 872 PG. 313

TAX MAP NO. 11.-1-3.211 & 3.212
n/f CAYUGA OPERATING COMPANY, LLC
INSTRUMENT # 594334-006
(PARCEL II)
[NOT PART OF THIS SURVEY]

TAX MAP NO. 12.-1-5

TAX MAP NO. 525.-6-2
n/f PENNSYLVANIA LINES LLC
LIBER 863 PG. 248

LEASE GIVEN BY LEHIGH VALLEY RAILROAD RECORDED IN LIBER 350 OF 423 TOGETHER WITH THE RIGHT TO USE A DRIVEWAY 10

TAX MAP NO. 12.-1-1
n/f STONE
LIBER 550 PG. 408

TAX MAP NO. 12.-1-2
n/f STONE
LIBER 639 PG. 544

TAX MAP NO. 12.-1-4
n/f CHAPMAN
LIBER 838 PG. 329

P.O.B. (EXCEPTION PARCEL)

P.O.C. (SUBSTATION PARCEL)

Pin & Cap Fnd. "Hawk" AT CORNER

Rebar Fnd. (Slanted)

Pin & Cap Fnd. "Hawk"

N 11°40'21" W (S)
(D) W 25°50'21" N
1117.23'

N 37°20'16" W (S)
N 37°20'00" W (D)
1030.76'

S 45°59'22" W (S)
S 45°59'38" W (D)
287.59'

S 36°58'39" W (S)
S 36°59'00" W (D)
131.85'

S 36°54'53" W (S)
S 36°55'09" W (D)
229.36'

S 42°32'47" W (S)
S 42°33'03" W (D)
103.53'

S 44°53'00" W (S)
S 44°53'16" W (D)
170.82'

S 52°22'52" W (S)
S 52°23'08" W (D)
123.62'

S 56°55'18" W (S)
S 56°55'34" W (D)
189.95'

S 57°53'16" W (S)
S 57°53'32" W (D)
481.74'

S 56°44'15" W (S)
S 56°44'31" W (D)
578.42'

S 51°28'27" W (S)
S 51°28'43" W (D)
36.00'

N 38°31'33" W (S)
N 38°31'17" W (D)
136.00'

S 51°28'27" W (S)
S 51°28'43" W (D)
16.50'

N 38°31'33" W (S)
N 38°31'17" W (D)
56.00'

N 51°28'27" E (S)
N 51°28'43" E (D)
16.50'

N 38°31'35" W (S)
N 38°31'19" W (D)
56.00'

S 38°31'33" E (S)
S 38°31'17" E (D)
24.75'

S 51°54'36" W (S)
S 51°54'52" W (D)
66.00'

N 10°06'49" W
1056.49'

SITE

PROJECT LOCATION MAP
SCALE: N.T.S.
SOURCE: MICROSOFT CORPORATION

VL204 | VL203 | VL202 | VL205 | VL206

KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS

TITLE EXCEPTIONS
PARCEL 11.-1-3.23 (SUBSTATION)

THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.

TITLE REPORT
BY: FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE NO.: NCS-1030105N18-NRG
DATE: NOVEMBER 8, 2023

20. COVENANTS AND RESTRICTIONS CONTAINED IN DEED MADE BY MARY JOSEPHINE CRIM TO CHARLES O. DRAKE DATED 05/01/1933 IN(AS) LIBER 232 OF DEEDS, AT PAGE 107. (SEE POST) POLICY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF ANY VIOLATION THEREOF THAT RESULTS IN A FORFEITURE OR REVERSION OF TITLE. BLANKET IN NATURE.

21. RIGHT OF WAY GRANTED TO CAYUGA LAKE RAILROAD COMPANY BY DEED DATED 04/20/1872 BAND RECORDED IN(AS) BOOK 2 OF LANSING DEEDS, AT PAGES 549 AND 555. (BEING FURTHER INVESTIGATED). BLANKET IN NATURE.

22. EASEMENTS RECITED IN DEED MADE BY LOESA HEDDEN AND ELOISE H. SCRIBNER TO EDGAR H. BUCKLIN DATED 07/25/1899 AND RECORDED 07/25/1899 IN(AS) LIBER 153 OF DEEDS, AT PAGE 285. (SEE POST). BLANKET IN NATURE.

23. RIGHT OF WAY MADE BY ELOISE H. SCRIBNER AND LOESA HEDDEN TO HARRY S. BROOKS DATED 08/19/1899 AND RECORDED 10/20/1899 IN(AS) LIBER 151 OF DEEDS, AT PAGE 297. (SEE POST). BLANKET IN NATURE.

24. RIGHT OF WAYS RECITED IN DEED MADE BY LOESA HEDDEN TO ELOISE H. SCRIBNER DATED 09/13/1907 AND RECORDED 11/09/1907 IN(AS) LIBER 166 PF DEEDS, AT PAGE 413. (SEE POST). BLANKET IN NATURE.

25. EASEMENT CONTAINED IN DEED MADE BY JOSEPHINE CRIM TO WILLIAM DECAMP AND BELLE DECAMP, HIS WIFE, DATED 06/16/1939 AND RECORDED 08/14/1939 IN(AS) LIBER 251 OF DEEDS, AT PAGE 358. (SEE POST). BLANKET IN NATURE.

26. UTILITY COMPANY EASEMENT CONTAINED IN GRANT RECORDED 07/19/1941 IN(AS) LIBER 254 OF DEEDS, AT PAGE 329. (SEE POST). BLANKET IN NATURE.

27. RESERVATIONS AND EASEMENT CONTAINED IN DEED MADE BY NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC. DATED 02/11/1998 AND RECORDED 02/13/1998 IN(AS) LIBER 813 OF DEEDS, AT PAGE 243 (SEE POST) AS CORRECTED BY DEED OF CORRECTION AND RELEASE MADE BY NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC. DATED AS OF 05/01/1999 AND RECORDED 05/20/1999 IN(AS) LIBER 846 OF DEEDS, AT PAGE 248 (SEE POST). BLANKET IN NATURE.

28. AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION, AND AES EASTERN ENERGY, L.P. DATED AS OF 05/01/1999 AND RECORDED 05/20/1999 IN(AS) LIBER 847 OF DEEDS, AT PAGE 46. (SEE POST). BLANKET IN NATURE.

WITH REAGARD THERETO:

(a) AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT MILLIKEN STATION) MADE BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND CAYUGA OPERATING COMPANY LLC DATED AS OF 06/29/2012 AND RECORDED 07/16/2012 IN(AS) INSTRUMENT NO. 594334-007. (SEE POST). BLANKET IN NATURE

29. UNDERGROUND ENCROACHMENTS AND EASEMENTS, IF ANY, INCLUDING PIPES AND DRAINS AND SUCH RIGHTS AS MAY EXIST FOR ENTRY UPON SAID PREMISES TO MAINTAIN AND REPAIR THE SAME. BLANKET IN NATURE.

30. RIGHTS AND EASEMENTS, IF ANY, ACQUIRED BY ANY PUBLIC UTILITIES COMPANY TO MAINTAIN ITS POLES AND OPERATE ITS WIRES, LINES, ETC., IN, TO AND OVER THE PREMISES HEREIN AND IN, TO AND OVER THE STREETS ADJACENT THERETO. BLANKET IN NATURE.

31. OIL AND GAS LEASE TO J.E. TRAINER DATED 07/30/1930 AND RECORDED 05/14/1931 IN LIBER 224 OF DEEDS, AT PAGE 264 ON 05/14/1931. (SEE POST). BLANKET IN NATURE.

WITH REGARD THERETO:

(a) ASSIGNMENT OF OIL AND GAS LEASE MADE BY J.E. TRAINER TO W. H. WORKMAN DATED 01/19/1932 AND RECORDED 08/05/1933 IN(AS) LIBER 232 OF DEEDS, AT PAGE 451. (SEE POST)

(b) AFFIDAVIT OF CHARLES STARKS DATED 08/17/1951 AND RECORDED 08/20/1951 IN(AS) LIBER 10 OF MISCELLANEOUS, AT PAGE 54. (SEE POST).

32. THE PREMISES DESCRIBED IN SCHEDULE "A" HEREIN IS AN INTERIOR PARCEL. NO RIGHT OF ACCESS TO AND FROM THE LAND IS INSURED. BLANKET IN NATURE.

100 0 50 100
SCALE IN FEET
(1" = 100')

Revisions		
07/26/24	ADDED TITLE EXCEPTIONS	1
Date	Description	No.

LANGAN
Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C.
One North Broadway, Suite 910
White Plains, NY 10601
T: 914.323.7400 F: 914.323.7401 www.langan.com

Project
CAYUGA SOLAR PROJECT
TAX MAP NO(S).
11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

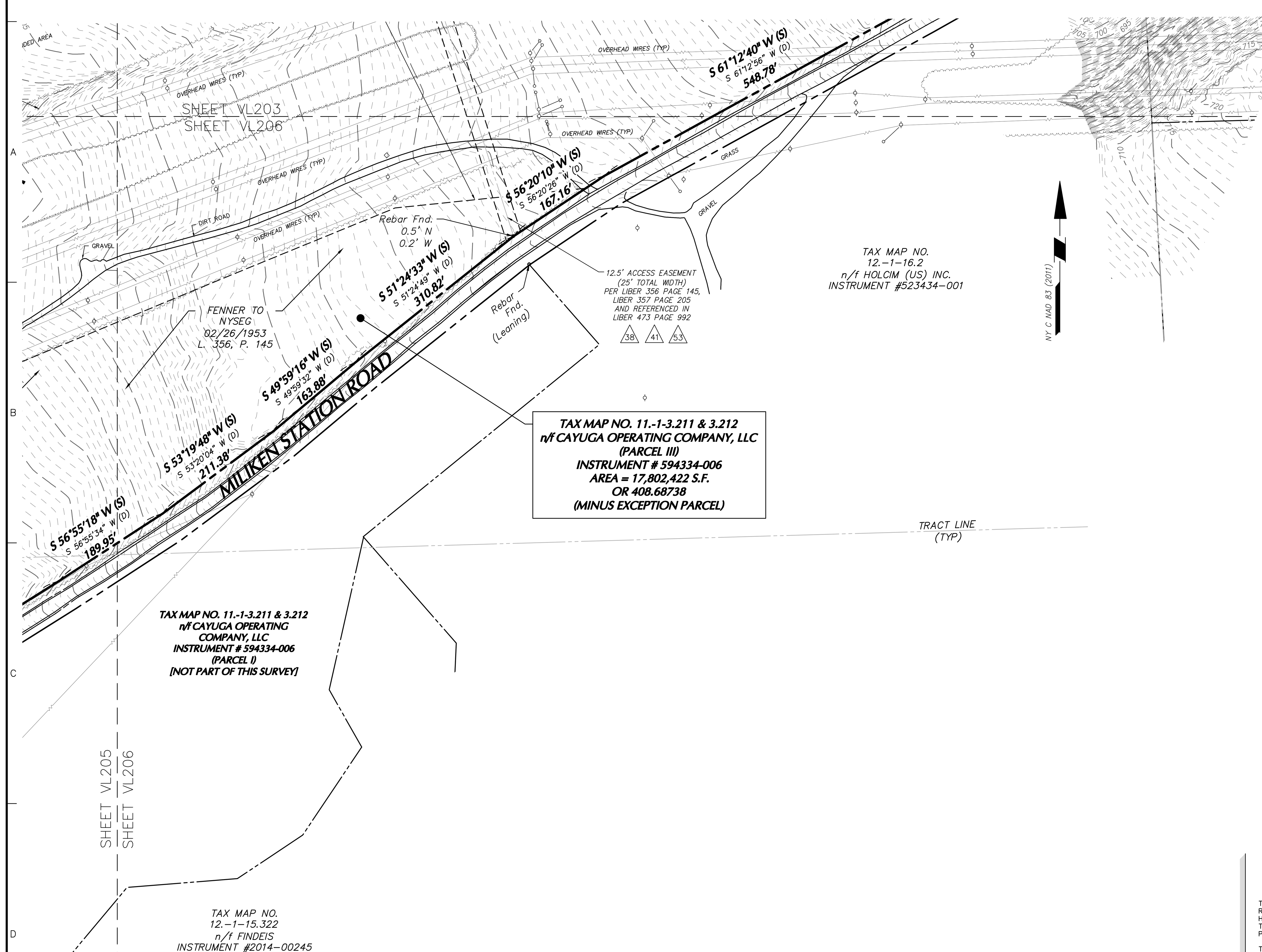
Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL205
Sheet 5 of 6

1804 Langan

Date: 7/26/2024 Time: 12:56 User: mchudnow Style Table: Langan.stb Layout: VL205 Document Code: 190091601-0401-VL101-A



RECORD DESCRIPTION

PARCEL III (FOR INFORMATION ONLY: TAX PARCEL 11-1-3.212 AND PART OF 11-1-3.211)

BEGINNING AT A FOUND 1-¼ INCH BOLT ON THE EXISTING SOUTHWESTERLY ROAD BOUNDARY OF LAKE RIDGE ROAD AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE SOUTH;

RUNNING THENCE SOUTH 85° 30' 32" WEST ALONG SAID DIVISION LINE, A DISTANCE OF 24.71 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY HENRY TOLEN ON THE EAST;

THENCE SOUTH 06° 42' 21" EAST ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY STEPHEN JAMES AND DOREEN M. MACK ON THE EAST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND THE PROPERTY NOW OR FORMERLY OWNED BY CHARLES D. BALOG SR. AND JOLAN E. BALOG ON THE EAST, A DISTANCE OF 817.60 FEET TO A FOUND 5/8 INCH REBAR IN CONCRETE WITH "MACNEILL" CAP ON THE NORTHEASTERLY BOUNDARY OF MILLIKEN STATION ROAD (COUNTY ROAD 156) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY SARAH TRENHOLM AND ROBERT MEZZANOTTE ON THE SOUTH;

THENCE SOUTH 87° 59' 24" WEST ALONG THE LAST MENTIONED DIVISION LINE AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE SOUTH, A DISTANCE OF 421.89 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE WEST AND SAID PROPERTY NOW OR FORMERLY OWNED BY RICHARD C. JONES, JR. ON THE EAST;

THENCE SOUTH 02° 11' 01" EAST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 358.43 FEET TO A FOUND 5/8 INCH REBAR AT ITS INTERSECTION WITH THE NORTHWESTERLY BOUNDARY OF MILLIKEN STATION ROAD;

THENCE ALONG THE LAST MENTIONED BOUNDARY AND ALONG MILLIKEN STATION ROAD (COUNTY ROAD 156), THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

(1) SOUTH 73° 59' 07" WEST, A DISTANCE OF 118.96 FEET TO A POINT;

(2) THENCE SOUTH 68° 24' 42" WEST, A DISTANCE OF 274.77 FEET TO A POINT;

(3) THENCE SOUTH 61° 34' 36" WEST, A DISTANCE OF 315.82 FEET TO A POINT;

(4) THENCE SOUTH 58° 34' 58" WEST, A DISTANCE OF 114.45 FEET TO A POINT;

(5) THENCE SOUTH 56° 02' 40" WEST, A DISTANCE OF 654.22 FEET TO FOUND A 5/8 INCH REBAR WITH "HAWK" CAP;

(6) THENCE NORTH 84° 42' 07" WEST, A DISTANCE OF 226.88 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(7) THENCE SOUTH 04° 20' 49" WEST, A DISTANCE OF 171.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(8) THENCE SOUTH 60° 35' 39" WEST, A DISTANCE OF 276.49 FEET TO A POINT;

(9) THENCE SOUTH 61° 12' 56" WEST, A DISTANCE OF 548.78 FEET TO A POINT;

(10) THENCE SOUTH 56° 20' 26" WEST, A DISTANCE OF 167.16 FEET TO A FOUND 5/8 INCH REBAR;

(11) THENCE SOUTH 51° 24' 49" WEST, A DISTANCE OF 310.82 FEET TO A POINT;

(12) THENCE SOUTH 49° 59' 32" WEST, A DISTANCE OF 163.88 FEET TO A POINT;

(13) THENCE SOUTH 53° 20' 04" WEST, A DISTANCE OF 211.38 FEET TO A POINT;

(14) THENCE SOUTH 56° 55' 34" WEST, A DISTANCE OF 189.95 FEET TO A POINT;

(15) THENCE SOUTH 57° 53' 32" WEST, A DISTANCE OF 481.74 FEET TO A POINT;

(16) THENCE SOUTH 56° 44' 31" WEST, A DISTANCE OF 578.42 FEET TO A POINT;

(17) THENCE SOUTH 45° 59' 38" WEST, A DISTANCE OF 287.59 FEET TO A POINT;

(18) THENCE SOUTH 36° 58' 55" WEST, A DISTANCE OF 151.95 FEET TO A POINT;

(19) THENCE SOUTH 36° 55' 09" WEST, A DISTANCE OF 229.36 FEET TO A POINT;

(20) THENCE SOUTH 42° 33' 03" WEST, A DISTANCE OF 103.53 FEET TO A POINT;

(21) THENCE SOUTH 44° 53' 16" WEST, A DISTANCE OF 170.82 FEET TO A POINT; AES EASTERN ENERGY, L.P.

(22) THENCE SOUTH 52° 23' 08" WEST, A DISTANCE OF 123.62 FEET TO A POINT;

(23) THENCE SOUTH 38° 31' 17" EAST, A DISTANCE OF 24.75 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTH AND THE PROPERTY NOW OR FORMERLY OWNED BY PENNSYLVANIA LINES LLC ON THE SOUTH;

THENCE SOUTH 51° 54' 52" WEST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 66.00 FEET TO POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY HERITAGE PARK TOWNHOUSES, INC. ON THE SOUTHWEST;

THENCE ALONG THE LAST MENTIONED DIVISION LINE, ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. AND SHIRLEY D. STONE ON THE SOUTHWEST, AND ALONG THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE NORTHEAST AND THE PROPERTY NOW OR FORMERLY OWNED BY FRED J. STONE AND SHIRLEY DEEB STONE ON THE SOUTHWEST; THE FOLLOWING SIX (6) COURSES AND DISTANCES:

(1) NORTH 38° 31' 19" WEST, A DISTANCE OF 56.50 FEET TO A POINT;

(2) THENCE NORTH 51° 28' 43" EAST, A DISTANCE OF 16.50 FEET TO A POINT;

(3) THENCE NORTH 38° 31' 17" WEST, A DISTANCE OF 56.00 FEET TO A POINT;

(4) THENCE SOUTH 51° 28' 43" WEST, A DISTANCE OF 16.50 FEET TO A POINT;

(5) THENCE NORTH 38° 31' 17" WEST, A DISTANCE OF 136.00 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(6) THENCE SOUTH 51° 28' 43" WEST, A DISTANCE OF 36.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EXISTING SHORELINE OF CAYUGA LAKE;

THENCE GENERALLY NORTHERLY ALONG SAID SHORELINE, A DISTANCE OF 4,711 FEET, MORE OR LESS, DEFINED BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

(1) NORTH 31° 20' 00" WEST, A DISTANCE OF 1,030.76 FEET TO A POINT;

(2) THENCE NORTH 12° 06' 25" WEST, A DISTANCE OF 1,117.23 FEET TO A POINT;

(3) THENCE NORTH 18° 16' 16" WEST, A DISTANCE OF 1,143.50 FEET TO A POINT;

(4) THENCE NORTH 12° 11' 02" WEST, A DISTANCE OF 1,241.70 FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND THE PROPERTY NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;

THENCE ALONG THE LAST MENTIONED DIVISION LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

(1) SOUTH 89° 53' 55" EAST, A DISTANCE OF 341.37 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(2) THENCE SOUTH 82° 57' 21" EAST, A DISTANCE OF 2,100.00 FEET TO A POINT;

(3) THENCE NORTH 10° 27' 25" WEST, A DISTANCE OF 24.75 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(4) THENCE NORTH 79° 32' 39" EAST, A DISTANCE OF 1,166.28 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP;

(5) THENCE NORTH 85° 27' 44" EAST, A DISTANCE OF 170.25 FEET TO A POINT;

(6) THENCE NORTH 87° 42' 52" EAST, A DISTANCE OF 398.52 FEET TO A POINT;

(7) THENCE NORTH 87° 57' 59" EAST, A DISTANCE OF 1,234.97 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE EAST AND SAID PROPERTY NOW OF FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE WEST;

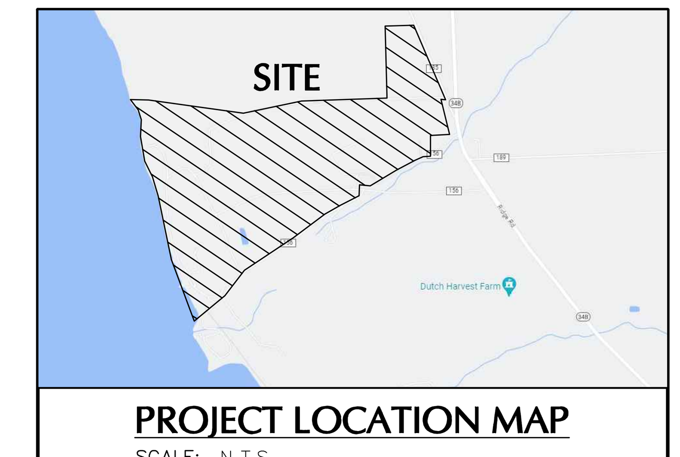
THENCE NORTH 01° 20' 08" WEST ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 1,467.61 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID PROPERTY OWNED BY AES EASTERN ENERGY, L.P. ON THE SOUTH AND SAID PARCEL NOW OR FORMERLY OWNED BY NEW YORK STATE ELECTRIC & GAS CORPORATION ON THE NORTH;

THENCE NORTH 88° 13' 10" EAST, ALONG THE LAST MENTIONED DIVISION LINE, A DISTANCE OF 676.39 FEET TO A FOUND 5/8 INCH REBAR WITH "HAWK" CAP AT ITS INTERSECTION WITH THE ABOVE FIRST MENTIONED ROAD BOUNDARY;

THENCE ALONG SAID FIRST MENTIONED ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) SOUTH 22° 47' 17" EAST, A DISTANCE OF 730.30 FEET TO A POINT;

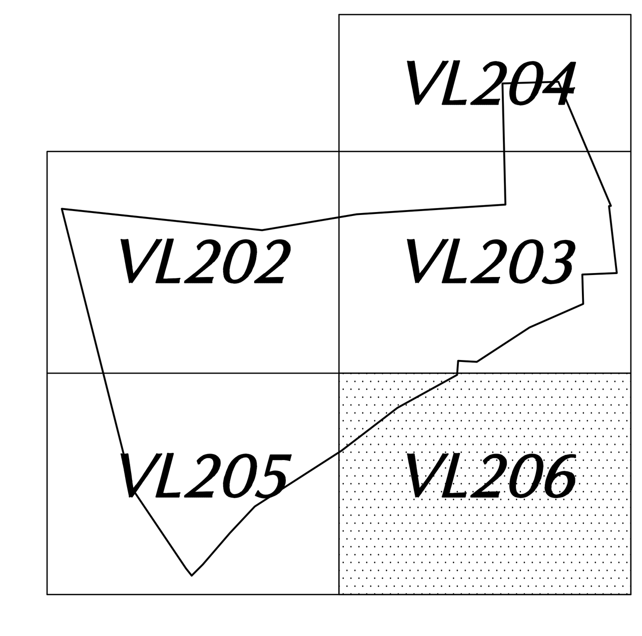
(2) THENCE SOUTH 23° 03' 52" EAST, A DISTANCE OF 903.69 FEET TO THE POINT OR PLACE OF BEGINNING.



PROJECT LOCATION MAP

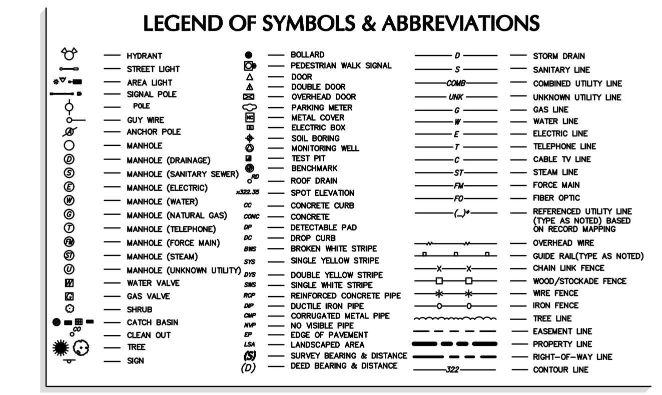
SCALE: N.T.S.

SOURCE:
MICROSOFT CORPORATION



KEY MAP

LEGEND OF SYMBOLS & ABBREVIATIONS



TITLE EXCEPTIONS

REMAINING PARCELS

THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT.

TITLE REPORT
BY: FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE NO.: 3020-1030105NY1
DATE: OCTOBER 16, 2020

19. COVENANTS AND RESTRICTIONS CONTAINED IN DEED RECORDED IN LIBER 232 CP 107 (BLANKET IN NATURE).

20. COVENANTS AND RESTRICTIONS, AND EASEMENTS TOGETHER WITH THE RIGHT TO TRIM TREES, CONTAINED IN DEED RECORDED IN LIBER 740 CP 216 (BLANKET IN NATURE).

21. COVENANTS AND RESTRICTIONS, TOGETHER WITH EASEMENTS RESERVED IN DEED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION TO NGE GENERATION, INC., RECORDED 2/13/1998 IN LIBER 813 CP 243 AND IN DEED OF CORRECTION AND RELEASE RECORDED 5/20/1999 IN LIBER 846 CP 248 (BLANKET IN NATURE).

22. RESERVATION FOR RIGHT OF WAY RECITED IN A DEED RECORDED 4/14/1840 IN LIBER NN OF DEEDS, PAGE 458, AS REPEATED IN LIBER PP OF DEEDS, PAGE 102 AND LIBER 65 OF DEEDS, PAGE 29 (BLANKET IN NATURE).

23. SUBJECT TO ALL RIGHTS CONVEYED TO CAYUGA LAKE RAILROAD COMPANY BY WILLIAM MCGUFFIE AND OTHERS BY DEED RECORDED 5/1/1876 IN LIBER 2 OF LANSING DEEDS AT PAGE 549 (DEED ILLEGIBLE).

24. SUBJECT TO ALL RIGHTS OF THE LEHIGH VALLEY RAILROAD COMPANY IN THE DEED TO THE CAYUGA LAKE RAILROAD COMPANY FROM H.B. PERRY AND E. ELIZABETH PERRY RECORDED 5/1/1876 IN LIBER 2 OF LANSING DEEDS AT PAGE 555 (DEED ILLEGIBLE).

25. RESERVATION RECITED IN A DEED RECORDED 9/30/1892 IN LIBER 139 OF DEEDS, PAGE 366 (BLANKET IN NATURE).

26. RIGHT OF WAY CONVEYED TO HARRY S. BROOKS IN DEED RECORDED 10/20/1899 IN LIBER 151 CP 297 AS REPEATED IN LIBER 152 CP 105 (BLANKET IN NATURE).

27. RIGHT OF WAY CONVEYED TO EDGAR H. BUCKLIN IN DEED RECORDED 7/25/1899 IN LIBER 153 CP 285 (BLANKET IN NATURE).

28. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 145 (BLANKET IN NATURE).

29. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 150 (BLANKET IN NATURE).

30. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/25/1931 IN LIBER 225 CP 153 (BLANKET IN NATURE).

31. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, RECORDED 6/25/1941 IN LIBER 254 OF DEEDS, PAGE 325 AND AS SUPPLEMENTED BY LIBER 464 OF DEEDS, PAGE 96 (BLANKET IN NATURE).

32. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/25/1941 IN LIBER 254 CP 328 (BLANKET IN NATURE).

33. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/25/1941 IN LIBER 254 CP 329 (BLANKET IN NATURE).

34. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 3/11/1942 IN LIBER 259 CP 417 (BLANKET IN NATURE).

35. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 3/11/1942 IN LIBER 259 CP 422 (BLANKET IN NATURE).

36. SUBJECT TO ANY RIGHTS OF THE STATE OF NEW YORK TO A PORTION OF THE PREMISES WHICH MIGHT BE INCLUDED WITHIN THE WESTERN BOUNDARIES OF THE PREMISES AS SET FORTH IN A DEED TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 7/5/1951 AND RECORDED 7/6/1951 IN LIBER 342 CP 381, AND MAP FILED IN CABINET B, DRAWER 4 (BLANKET IN NATURE).

37. SUBJECT TO ANY RIGHTS OF ADJOINING OWNERS TO CROSS THE PREMISES SET FORTH IN DEED TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 5/26/1952 AND RECORDED 7/5/1952 IN LIBER 350 CP 420 (UNABLE TO PLOT).

38. RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 12½ FEET WIDE AS RESERVED IN DEED FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/26/1953 IN LIBER 356 CP 145 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).

39. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 201 (BLANKET IN NATURE).

40. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 203 (BLANKET IN NATURE).

41. RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 12½ FEET WIDE AS RESERVED IN DEED FROM CASPER L. FENNER TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 4/28/1953 IN LIBER 357 CP 205 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).

42. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, RECORDED 7/3/1953 IN LIBER 359 OF DEEDS, PAGE 248 (BLANKET IN NATURE).

43. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 7/30/1953 IN LIBER 359 CP 249 (BLANKET IN NATURE).

44. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 7/1953 IN LIBER 359 CP 272 (BLANKET IN NATURE).

45. EASEMENT FOR RAILROAD EMBANKMENT RECORDED 9/4/1953 IN LIBER 361 OF DEEDS, PAGE 297 (UNABLE TO PLOT CORRECT LOCATION).

46. OBLIGATION TO MAINTAIN FENCES RECITED IN DEED RECORDED 11/29/1953 IN LIBER 364 CP 404 (UNABLE TO PLOT CORRECT LOCATION).

47. PERMIT TO DISCHARGE SEWAGE OR WASTES INTO THE WATERS OF THE STATE RECORDED 1/9/1954 IN LIBER 12 MISCELLANEOUS RECORDS PAGE 226 (BLANKET IN NATURE).

48. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 10/7/1955 IN LIBER 382 CP 311 (BLANKET IN NATURE).

49. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 12/4/1957 IN LIBER 402 CP 281 (BLANKET IN NATURE).

50. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK TELEPHONE COMPANY RECORDED 9/1/1959 IN LIBER 420 CP 304 (BLANKET IN NATURE).

51. EASEMENT, TOGETHER WITH THE RIGHT TO TRIM TREES, TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 6/29/1962 IN LIBER 440 CP 735 (BLANKET IN NATURE).

52. EASEMENT TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 1/24/1968 IN LIBER 473 CP 672 (BLANKET IN NATURE).

53. EASEMENT TO NEW YORK STATE ELECTRIC & GAS CORPORATION RECORDED 2/15/1968 IN LIBER 473 CP 992 (EXTINGUISHED BY UNITY OF TITLE – SHOWN ON SURVEY).

54. ELECTRIC, TELEPHONE AND COMMUNICATION EASEMENT AGREEMENT RECORDED 6/30/1971 IN LIBER 493 OF DEEDS, PAGE 386 (BLANKET IN NATURE).

55. OVERHEAD ELECTRIC WIRES SHOWN ON MAP FILED 12/10/1993 IN MAP DRAWER X-30 (OFF SITE – SHOWN ON SURVEY)

56. EASEMENTS CONTAINED IN DEED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION TO TOMPKINS COUNTY RECORDED 6/28/1995 IN LIBER 752 CP 178 (SHOWN ON SURVEY).

57. PERMANENT ROADWAY EASEMENT RECORDED 10/11/1996 IN LIBER 782 OF DEEDS, PAGE 312 (SHOWN ON SURVEY).

58. AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND AES EASTERN ENERGY, L.P., DATED AS OF 5/1/1999 AND RECORDED 5/20/1999 IN LIBER 847 OF DEEDS, PAGE 46. AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (MILLIKEN STATION) BY AND BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND CAYUGA OPERATING COMPANY LLC DATED AS OF 6/29/2012 AND RECORDED 7/16/2012 AS INSTRUMENT NO. 594334-007 (BLANKET IN NATURE).

59. SUBJECT TO COVENANTS AND RESTRICTIONS RUNNING WITH THE LAND AS SET FORTH IN A PERMIT ISSUED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PROHIBITING NEW YORK STATE ELECTRIC & GAS CORPORATION, ITS SUCCESSORS AND ASSIGNS FROM GROWING OR CULTIVATING FOOD CROPS ON ANY PORTION OF THE ABOVE-DESCRIBED PREMISES USED AT ANY TIME AS A FLY ASH DISPOSAL FACILITY RECORDED 02/13/1998 IN LIBER 813, PAGE 243 (BLANKET IN NATURE).

60. SUBJECT TO A LICENSE AGREEMENT BETWEEN NEW YORK STATE ELECTRIC & GAS CORPORATION AND ROBIN FARMS, INC., DATED 2/7/1995 GRANTING ROBIN FARMS A LICENSE TO USE A PORTION OF THE PREMISES FOR AGRICULTURAL PURPOSES (OFF SITE – LOT 16.2).

61. A PERMANENT RIGHT OF WAY AND EASEMENT TO THE TOWN OF LANSING TO LAY, CONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REMOVE, REPLACE OR CHANGE THE SIZE OF A WATER MAIN WITH APPURTENANCES ACROSS A PORTION OF THE PREMISES (OFF SITE – LOT 3.1).

62. INDUCEMENT RESOLUTION RECORDED 3/6/2009 AS INSTRUMENT NO. 538683-004 (BLANKET IN NATURE).

63. RIGHT OF FIRST REFUSAL AGREEMENT RECORDED 7/16/2012 AS INSTRUMENT NO. 594334-008 (BLANKET IN NATURE).

64. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE UNRECORDED THIRD AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT MADE BY AND BETWEEN THE TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CAYUGA OPERATING COMPANY, LLC DATED AS OF 7/17/2015, AS SET FORTH IN THE MORTGAGE SET FORTH BELOW. COLLATERAL SECURITY MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MADE BY AND BETWEEN CAYUGA OPERATING COMPANY, LLC, TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND MUFG UNION BANK, N.A., AS COLLATERAL AGENT, DATED AS OF 9/1/2016 AND RECORDED 9/16/2016 AS INSTRUMENT NO. 2016-11094 (BLANKET IN NATURE).

65. ELECTRIC AND COMMUNICATION EASEMENT AGREEMENT RECORDED 1/12/2017 AS INSTRUMENT NO. 2017-00421 (SHOWN ON SURVEY).

66. SUBJECT TO ANY RIGHTS, IF ANY, OF THE LEHIGH VALLEY RAILROAD COMPANY IN THE PREMISES (BLANKET IN NATURE).

67. OIL AND GAS LEASE TO J.E. TRAINER DATED 7/30/1930 AND RECORDED IN LIBER 224 OF DEEDS, AT PAGE 195 ON 5/14/1931 FOR A TERM OF TEN YEARS AND SO LONG THEREAFTER AS OIL OR GAS IS PRODUCED FROM THE LANDS LEASED AND ROYALTY AND RENTAL PAID BY LESSEE THEREFOR, AS ASSIGNED TO WILLIAM H. WORKMAN BY ASSIGNMENT OF LEASE RECORDED 8/5/1933 IN LIBER 232 OF DEEDS, PAGE 451 (BLANKET IN NATURE).

68. OIL AND GAS LEASE TO J.E. TRAINER DATED 7/30/1930 AND RECORDED IN LIBER 224 OF DEEDS, AT PAGE 264 ON 5/14/1931 FOR A TERM OF TEN YEARS AND SO LONG THEREAFTER AS OIL OR GAS IS PRODUCED FROM THE LANDS LEASED AND ROYALTY AND RENTAL PAID BY LESSEE THEREFOR, AS ASSIGNED TO WILLIAM H. WORKMAN BY ASSIGNMENT OF LEASE RECORDED 8/5/1933 IN LIBER 232 OF DEEDS, PAGE 451 (BLANKET IN NATURE).

69. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN AN UNRECORDED LEASE MADE BY AND BETWEEN HENRY THOMPSON, LESSOR, AND JOHNATHAN BOTHWELL AND CHARLES SOBERS, LESSEE, REFERRED TO IN THE DEED AS SET FORTH BELOW. WITH REGARD THERETO: DEED BY AND BETWEEN HENRY THOMPSON AND HARIET S. THOMPSON, WIFE OF HENRY THOMPSON AND ALBERT H. THOMPSON, DATED 9/12/1892 AND RECORDED ON 9/30/1892 IN (AS) LIBER 139 OF DEEDS, PAGE 366 (BLANKET IN NATURE).

70. LEASE GIVEN BY LEHIGH VALLEY RAILROAD COMPANY, LESSOR, TO DERK BUNK AND SUSIE BUNK, LESSEE, DATED 5/5/1950 AND ASSIGNMENT OF LEASE FROM LEHIGH VALLEY RAILROAD COMPANY TO NEW YORK STATE ELECTRIC AND GAS CORPORATION DATED 6/20/1952, COLLECTIVELY RECORDED ON 7/5/1952 IN LIBER 350 CP 423 TOGETHER WITH THE RIGHT TO USE A DRIVEWAY SHOWN ON A MAP ENTITLED "LEHIGH VALLEY RAILROAD BUFFALO DIVISION A&I BRANCH MAP" (SHOWN ON SURVEY).

71. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN A MEMORANDUM OF LEASE (COMPANY TO AGENCY) MADE BY AND BETWEEN AES EASTERN ENERGY, L.P., LESSOR, AND TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY , LESSEE, A MEMORANDUM OF WHICH DATED AS OF 2/27/2009 WAS RECORDED ON 3/6/2009 IN (AS) INSTRUMENT NO. 538683-001 (TERM COMMENCED 2/27/2009 AND TERMINATES 2/1/2029, NO EXTENSIONS OR RENEWALS) (BLANKET IN NATURE). WITH REGARD THERETO: (A) MEMORANDUM OF AMENDED AND RESTATED LEASE (COMPANY TO AGENCY) MADE BY AND BETWEEN AES EASTERN ENERGY, L.P. AND TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY DATED AS OF 6/1/2012 AND RECORDED ON 7/16/2012 IN (AS) INSTRUMENT NO. 594334-002 (BLANKET IN NATURE).

72. TERMS, COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED IN A MEMORANDUM OF LEASEBACK (AGENCY TO COMPANY) MADE BY AND BETWEEN TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY , LESSOR, AND AES EASTERN ENERGY, L.P., LESSEE, A MEMORANDUM OF WHICH DATED AS OF 2/27/2009 WAS RECORDED ON 3/6/2009 IN (AS) INSTRUMENT NO. 538683-002 (TERM COMMENCED 2/27/2009 AND TERMINATES 2/1/2029, NO EXTENSIONS OR RENEWALS).WITH REGARD THERETO: (A) MEMORANDUM OF AMENDED AND RESTATED LEASEBACK (AGENCY TO COMPANY) MADE BY AND BETWEEN TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND AES EASTERN ENERGY, L.P. DATED AS OF 6/1/2012 AND RECORDED ON 7/16/2012 IN (AS) INSTRUMENT NO. 594334-003 (BLANKET IN NATURE).

SUBSTATION PARCEL

LINE	BEARING	DISTANCE
L1	N 18°29'05" W	120.43'
L2	N 71°30'56" E	24.00'
L3	N 18°58'53" E	50.72'
L4	N 71°36'37" E	124.62'
L5	N 34°07'08" E	34.78'
L6	N 18°14'33" W	62.67'
L7	S 71°55'10" W	38.37'
L8	N 18°11'46" W	121.12'
L9	N 72°09'34" E	48.83'
L10	N 18°31'38" W	60.86'
L11	N 71°55'06" E	251.15'
L12	S 18°11'28" E	357.80'
L13	S 71°48'12" W	244.57'
L14	S 18°05'44" E	68.93'
L15	S 71°50'49" W	222.67'

SURVEYOR'S DESCRIPTION

BEGINNING AT A POINT IN WESTERLY LINE OF LAKE RIDGE ROAD, WIDTH VARIES, WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OF FORMERLY OF TOLEN, AS DESCRIBED IN INSTRUMENT NO. 532231-001, WITNESSED BY A REBAR, FOUND, MEASURED 0.2' SOUTHERLY AND 0.3' WESTERLY, AND RUNNING; THENCE

1. ALONG SAID DIVISION LINE, SOUTH 85°30'16" WEST, A DISTANCE OF 24.71 FEET, TO A POINT, WITNESSED BY A REBAR, FOUND, MEASURED 0.3' WESTERLY; THENCE
2. ALONG SAID DIVISION LINE, THEN ALONG LANDS NOW OR FORMERLY OF MACK, AS DESCRIBED IN LIBER 864 PAGE 138, THEN ALONG LANDS NOW OR FORMERLY OF BALOG, AS DESCRIBED IN LIBER 611 PAGE 463, SOUTH 06°42'37" EAST, A DISTANCE OF 817.60 FEET, TO A POINT IN THE NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, 49.5 FEET WIDE, WITNESSED BY A REBAR, FOUND, MEASURED 0.6' WESTERLY; THENCE
3. LEAVING MILLIKEN STATION ROAD, ALONG THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF TRENHOLM, AS DESCRIBED IN INSTRUMENT NO. 513268-001, THEN ALONG LANDS NOW OR FORMERLY OF REEVES, AS DESCRIBED IN INSTRUMENT NO. 2013-13119, SOUTH 87°59'08" WEST, A DISTANCE OF 421.89 FEET, TO A POINT, WITNESSED BY AN IRON ROD, FOUND, MEASURED 0.4' WESTERLY AND 0.2' SOUTHERLY; THENCE
4. ALONG SAID LANDS OF REEVES, SOUTH 02°11'17" EAST, A DISTANCE OF 358.43 FEET, TO A POINT IN SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, WITNESSED BY AN IRON ROD, FOUND, MEASURED 0.4' SOUTHWESTERLY; THENCE
5. ALONG SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, SOUTH 73°58'51" WEST, A DISTANCE OF 118.96 FEET, TO A POINT; THENCE
6. CONTINUING ALONG THE SAME, SOUTH 68°24'26" WEST, A DISTANCE OF 274.77 FEET, TO A POINT; THENCE
7. ALONG THE SAME, SOUTH 61°34'20" WEST, A DISTANCE OF 315.82 FEET, TO A POINT; THENCE
8. ALONG THE SAME, SOUTH 58°34'42" WEST, A DISTANCE OF 114.45 FEET, TO A POINT; THENCE
9. ALONG THE SAME, SOUTH 56°02'24" WEST, A DISTANCE OF 654.22 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.2' SOUTHERLY AND 0.5' WESTERLY; THENCE
10. LEAVING MILLIKEN STATION ROAD, NORTH 84°42'23" WEST, A DISTANCE OF 226.88 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.5' WESTERLY; THENCE
11. SOUTH 04°20'33" WEST, A DISTANCE OF 171.75 FEET, TO A POINT IN SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.6' SOUTHWESTERLY; THENCE
12. ALONG SAID NORTHWESTERLY LINE OF MILLIKEN STATION ROAD, SOUTH 60°35'23" WEST, A DISTANCE OF 276.49 FEET, TO A POINT; THENCE
13. CONTINUING ALONG THE SAME, SOUTH 61°12'40" WEST, A DISTANCE OF 548.78 FEET, TO A POINT; THENCE
14. ALONG THE SAME, SOUTH 56°20'10" WEST, A DISTANCE OF 167.16 FEET, TO A POINT, WITNESSED BY A REBAR, FOUND, MEASURED 0.5' NORTHERLY AND 0.2' WESTERLY; THENCE
15. ALONG THE SAME, SOUTH 51°24'33" WEST, A DISTANCE OF 310.82 FEET, TO A POINT; THENCE
16. ALONG THE SAME, SOUTH 49°59'16" WEST, A DISTANCE OF 163.88 FEET, TO A POINT; THENCE
17. ALONG THE SAME, SOUTH 53°19'48" WEST, A DISTANCE OF 211.38 FEET, TO A POINT; THENCE
18. ALONG THE SAME, SOUTH 56°55'18" WEST, A DISTANCE OF 189.95 FEET, TO A POINT; THENCE
19. ALONG THE SAME, SOUTH 57°53'16" WEST, A DISTANCE OF 481.74 FEET, TO A POINT; THENCE
20. ALONG THE SAME, SOUTH 56°44'15" WEST, A DISTANCE OF 578.42 FEET, TO A POINT; THENCE
21. ALONG THE SAME, SOUTH 45°59'22" WEST, A DISTANCE OF 287.59 FEET, TO A POINT; THENCE
22. ALONG THE SAME, SOUTH 36°58'39" WEST, A DISTANCE OF 151.95 FEET, TO A POINT; THENCE
23. ALONG THE SAME, SOUTH 36°54'53" WEST, A DISTANCE OF 229.36 FEET, TO A POINT; THENCE
24. ALONG THE SAME, SOUTH 42°32'47" WEST, A DISTANCE OF 103.53 FEET, TO A POINT; THENCE
25. ALONG THE SAME, SOUTH 44°53'00" WEST, A DISTANCE OF 170.82 FEET, TO A POINT; THENCE
26. ALONG THE SAME, SOUTH 52°22'52" WEST, A DISTANCE OF 123.62 FEET, TO A POINT IN THE SOUTHWESTERLY TERMINUS OF SAID MILLIKEN STATION ROAD; THENCE
27. ALONG SAID TERMINUS, SOUTH 38°31'33" EAST, A DISTANCE OF 24.75 FEET, TO THE CENTER LINE OF SAID ROAD; THENCE
28. ALONG THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF PENNSYLVANIA LINES, LLC, AS DESCRIBED IN LIBER 863 PAGE 248, SOUTH 51°54'36" WEST, A DISTANCE OF 66.00 FEET, TO A POINT IN THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF RONSVALLE, AS DESCRIBED IN LIBER 872 PAGE 313; THENCE
29. ALONG SAID LANDS AND THEN ALONG LANDS NOW OR FORMERLY OF STONE, AS DESCRIBED IN LIBER 639 PAGE 544, NORTH 38°31'35" WEST, A DISTANCE OF 56.50 FEET, TO A POINT; THENCE
30. ALONG SAID LANDS, NORTH 51°28'27" EAST, A DISTANCE OF 16.50 FEET; THENCE
31. ALONG THE SAME, NORTH 38°31'33" WEST, A DISTANCE OF 56.00 FEET, TO A POINT; THENCE
32. ALONG THE SAME, SOUTH 51°28'27" WEST, A DISTANCE OF 16.50 FEET, TO A POINT IN THE DIVISION LINE BETWEEN LANDS HEREIN DESCRIBED AND LANDS NOW OR FORMERLY OF STONE, AS DESCRIBED IN LIBER 550 PAGE 408; THENCE
33. ALONG THE SAME, NORTH 38°31'33" WEST, A DISTANCE OF 136.00 FEET, TO A POINT; THENCE
34. ALONG THE SAME, SOUTH 51°28'27" WEST, A DISTANCE OF 36.00 FEET, TO A POINT ON THE EASTERLY SHORE OF CAYUGA LAKE; THENCE
35. ALONG SAID EASTERLY SHORE, NORTH 31°20'16" WEST, A DISTANCE OF 1030.76 FEET, TO A POINT; THENCE
36. ALONG THE SAME, NORTH 12°06'41" WEST, A DISTANCE OF 1117.23 FEET, TO A POINT; THENCE
37. ALONG THE SAME, NORTH 18°16'32" WEST, A DISTANCE OF 1143.50 FEET, TO A POINT; THENCE
38. ALONG THE SAME, NORTH 12°11'18" WEST, A DISTANCE OF 1241.70 FEET, TO A POINT; THENCE
39. LEAVING SAID EASTERLY SHORE OF CAYUGA LAKE, ALONG LANDS NOW OR FORMERLY OF THE FINER LAKES LAND TRUST, INC., AS DESCRIBED IN INSTRUMENT NO. 2022-05626, SOUTH 89°54'11" EAST, A DISTANCE OF 341.37 FEET, TO A POINT; THENCE
40. ALONG SAID LANDS, SOUTH 82°57'37" EAST, A DISTANCE OF 2100.00 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.2' SOUTHERLY; THENCE
41. ALONG THE SAME, NORTH 10°27'41" WEST, A DISTANCE OF 24.75 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.4' WESTERLY; THENCE
42. ALONG THE SAME, NORTH 79°32'23" EAST, A DISTANCE OF 1166.28 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.4' WESTERLY; THENCE
43. ALONG THE SAME, NORTH 85°27'28" EAST, A DISTANCE OF 170.25 FEET, TO A POINT; THENCE
44. ALONG THE SAME, NORTH 87°42'36" EAST, A DISTANCE OF 398.52 FEET, TO A POINT; THENCE
45. ALONG THE SAME, NORTH 87°57'43" EAST, A DISTANCE OF 1234.97 FEET, TO A POINT, WITNESSED BY A PIN WITH CAP, FOUND, MEASURED 0.5' WESTERLY; THENCE
46. ALONG THE SAME, NORTH 01°20'24" WEST, A DISTANCE OF 1467.61 FEET, TO A POINT; THENCE
47. ALONG THE SAME, NORTH 88°12'54" EAST, A DISTANCE OF 676.39 FEET, TO A POINT IN THE AFOREMENTIONED WESTERLY LINE OF LAKE RIDGE ROAD, WITNESSED BY PIN WITH CAP, FOUND, MEASURED 0.3' WESTERLY; THENCE
48. ALONG SAID WESTERLY LINE OF LAKE RIDGE ROAD, SOUTH 22°47'33" EAST, A DISTANCE OF 730.00 FEET, TO A POINT; THENCE
49. ALONG THE SAME, SOUTH 23°04'04" EAST, A DISTANCE OF 903.99 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, TAX MAP 11.-1-3.23, SUBSTATION PARCEL, AS SHOWN IN INSTRUMENT NO. 594334-006, DESCRIBED AS FOLLOWS:

COMMENCING AT THE TERMINUS OF THE 27TH/ COURSE OF THE ABOVE DESCRIPTION AND RUNNING; THENCE;

A. NORTH 08°11'47"WEST, A DISTANCE OF 1036.70 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK', AND POINT OF BEGINNING; THENCE
1. NORTH 18°29'05" WEST, A DISTANCE OF 120.43 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
2. NORTH 71°30'56" EAST, A DISTANCE OF 24.00 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
3. NORTH 18°58'53" EAST, A DISTANCE OF 50.72 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
4. NORTH 71°36'37" EAST, A DISTANCE OF 124.62 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
5. NORTH 34°07'08" EAST, A DISTANCE OF 34.78 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
6. NORTH 18°14'33" WEST, A DISTANCE OF 62.67 FEET, TO A POINT; THENCE
7. SOUTH 71°55'10" WEST, A DISTANCE OF 38.37 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
8. NORTH 18°11'46" WEST, A DISTANCE OF 121.12 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
9. NORTH 72°09'34" EAST, A DISTANCE OF 48.83 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
10. NORTH 18°31'38" WEST, A DISTANCE OF 60.86 FEET, TO A PIN WITH CAP, FOUND, IDENTIFIED 'HAWK'; THENCE
11. NORTH 71°55'06" EAST, A DISTANCE OF 251.15 FEET, TO A POINT; THENCE
12. SOUTH 18°11'28" EAST, A DISTANCE OF 357.80 FEET, TO A POINT; THENCE
13. SOUTH 71°48'12" WEST, A DISTANCE OF 244.57 FEET, TO A POINT; THENCE
14. SOUTH 18°05'44" EAST, A DISTANCE OF 68.93 FEET, TO A POINT; THENCE
15. SOUTH 71°50'49" WEST, A DISTANCE OF 222.67 FEET, TO THE POINT OF BEGINNING.

100 0 50 100
SCALE IN FEET
(1" = 100')

Date	Description	No.
Revisions		

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Project: CAYUGA SOLAR PROJECT
TAX MAP NO(S). 11.-1-3.212-3.212 & 3.23
TOWN OF LANSING
TOMPKINS COUNTY NEW YORK

Drawing Title: ALTA/NSPS LAND TITLE SURVEY

Project No. 190091601
Date NOVEMBER 2, 2023
Drawn By KEC
Checked By TR

Drawing No. VL206
Sheet 6 of 6

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Date: 7/26/2024 Time: 12:56 User: mchudnow Style Table: Langan.stb Layout: VL206 Document Code: 190091601-0401-VL101-

Section 3
Site Plan and Elevations

SAVED: 10/22/25 11:35 PM

CONCEPTUAL DESIGN

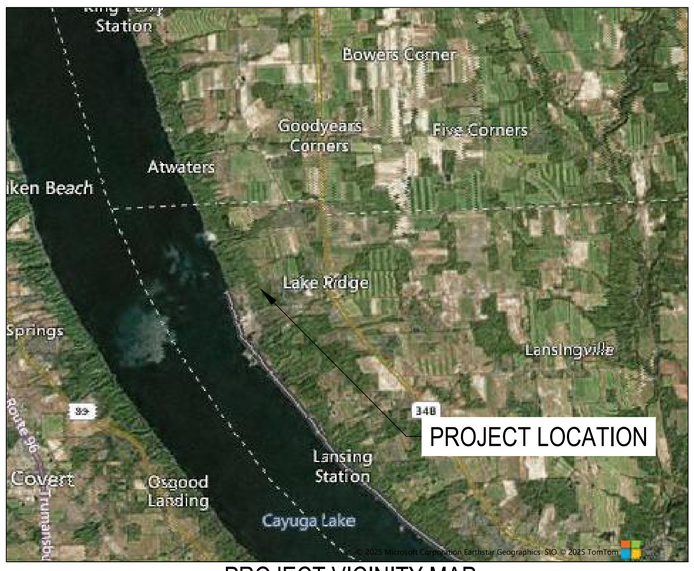
LAKE HAWKEYE

PROJECT LOCATION MAP

200,000' 0 200,000'

SCALE: 1"=200,000'

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0	EXISTING SITE PLAN
C1	PROPOSED SITE PLAN
C2	CONCEPTUAL UTILITY PLAN
C3	ENLARGED PLAN 1
C4	ENLARGED PLAN 2
C5	ENLARGED PLAN 3



PROJECT VICINITY MAP

5,000' 0 5,000'

SCALE: 1"=5,000'

TERAWULF, INC.

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 10/23/2025

RAMBOLL

CERTIFICATE OF AUTHORIZATION: 0021291

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

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1940113922

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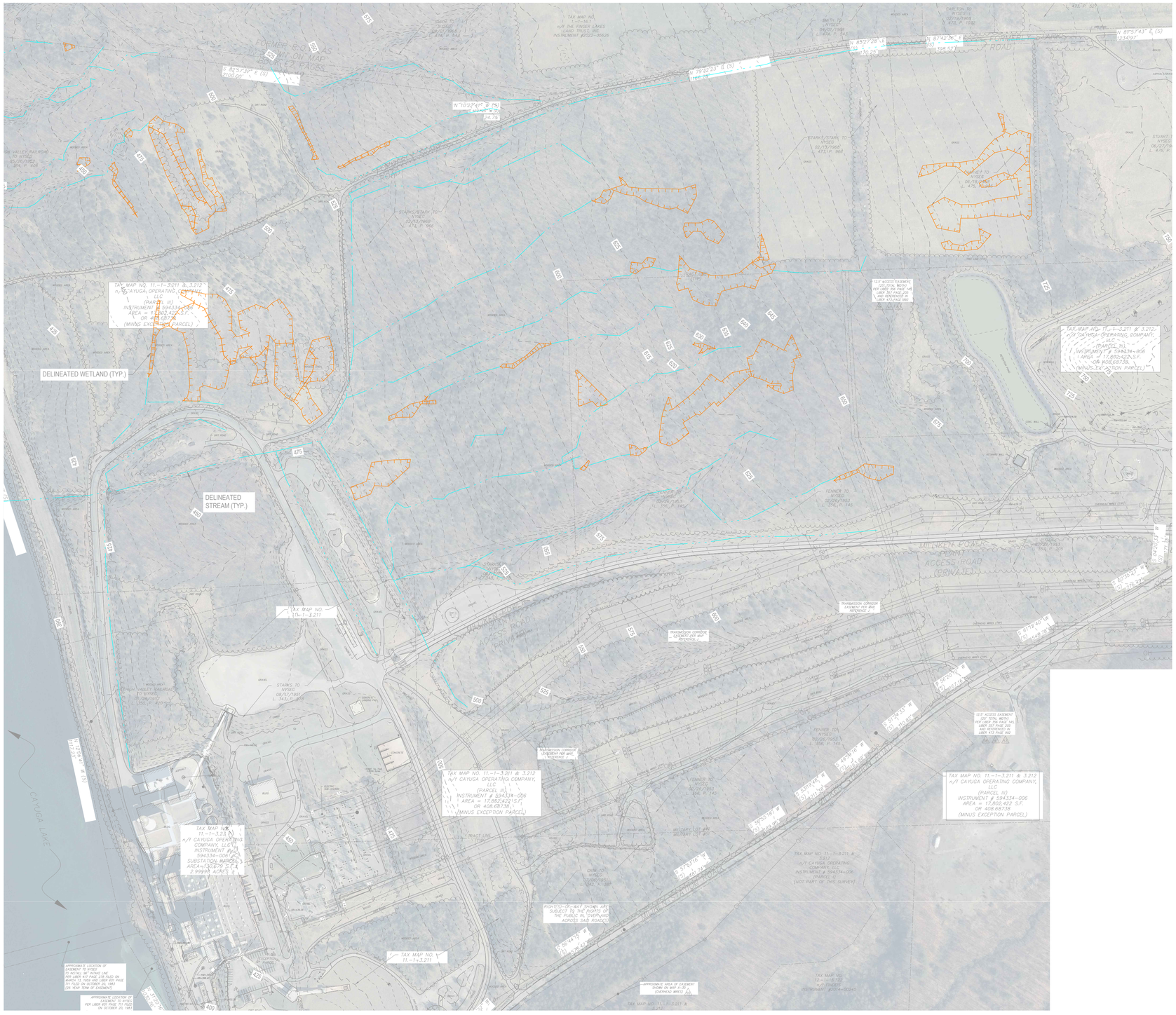

PLAN VIEW

200' 0 200'

SCALE: 1"= 200'

N

LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

NO.	REV DATE	REVISION	INT.
A	10/23/2025	ISSUED FOR CLIENT REVIEW	AMS

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PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/23/2025

CLIENT
TERAWULF, INC.

PROJECT
LAKE HAWKEYE

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Project Number **1940113922**

Drawing Title
EXISTING SITE PLAN

Designer / Professional Engineer Responsible:

Designed by	Drawn by	Checked by	Approved by	Date
AMS	AMS	BW	GG	

Drawing Number **C0**

Scale AS NOTED | Sc SC | Rev R

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

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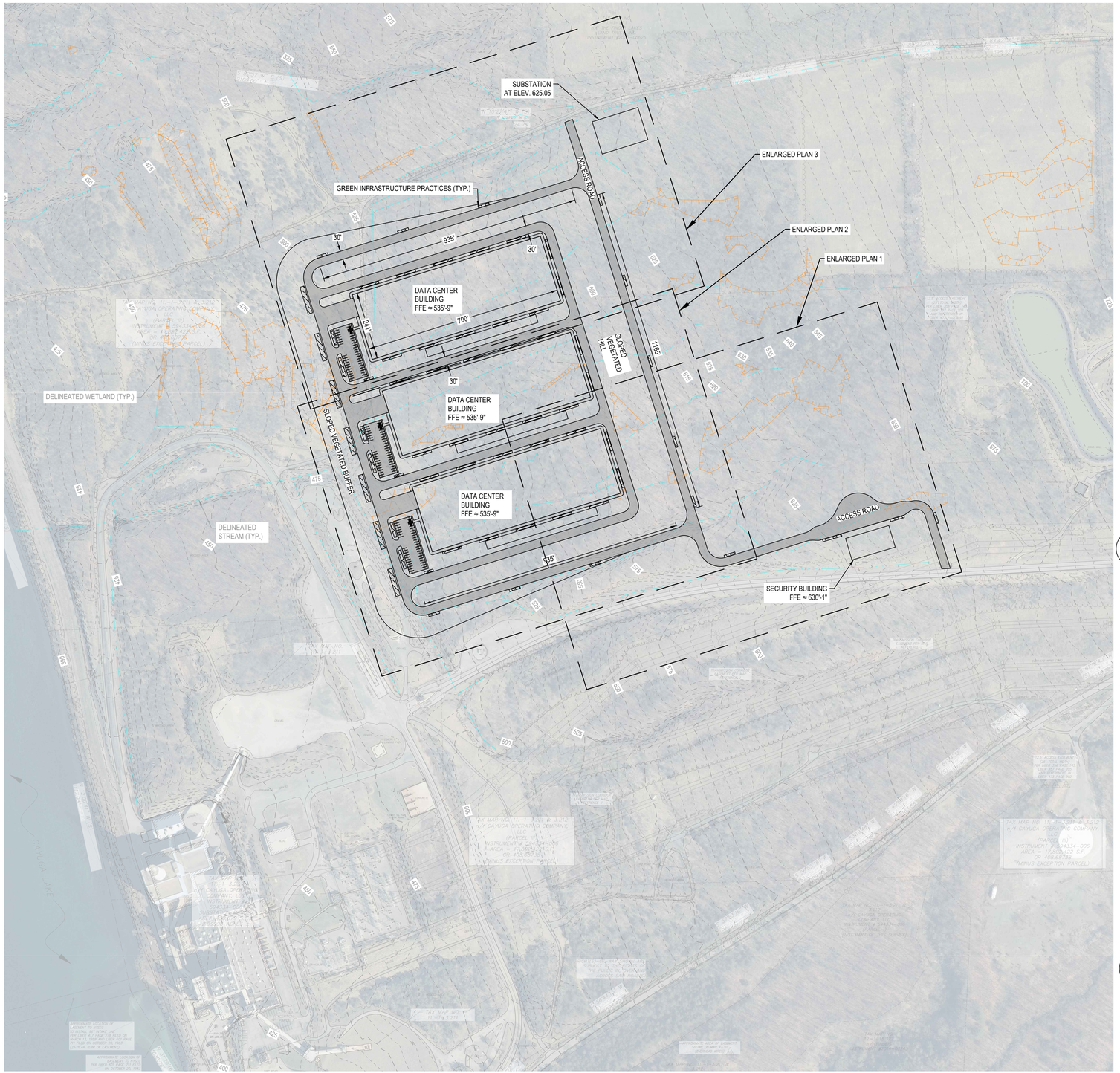


PLAN VIEW

200' 0 200'

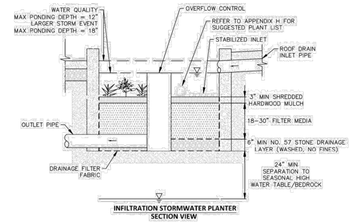
SCALE: 1"= 200'

PARKING SPACE INFORMATION (PER BUILDING)
- MAX. SHIFT OCCUPANCY: 27 EMPLOYEES
- STANDARD PARKING SPACES: 38
- ADA PARKING SPACES: 2

PROPOSED IMPERVIOUS AREAS:
- BUILDINGS: 11.9 AC
- SIDEWALKS: 1.3 AC
- TRANSFORMER PADS: 0.8 AC
- ASPHALT PAVEMENT: 9.2 AC
- SUBSTATION: 0.5 AC

PROPOSED UTILITIES:
- POTABLE WATER MAIN
- SANITARY SEWER PIPE
- STORMWATER CONVEYANCE
- UNDERGROUND ELECTRIC POWER DUCTBANKS

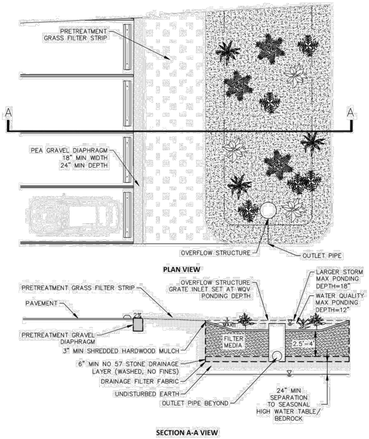
APPROXIMATE WETLAND DISTURBANCE:
- 3.2 ACRES



INFILTRATION STORMWATER PLANTER
SECTION VIEW

A NYSDEC STORMWATER PLANTER

NOT TO SCALE



B NYSDEC INFILTRATION BIORETENTION

NOT TO SCALE

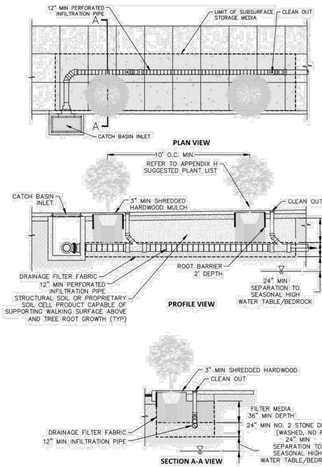
LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

PROPOSED FEATURES

- BUILDING FOOTPRINT
- SIDEWALK
- ASPHALT PAVEMENT
- STORMWATER PLANTER
- INFILTRATION BIORETENTION
- TREE TRENCH
- TRANSFORMER PAD



C NYSDEC TREE TRENCH

NOT TO SCALE

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A	10/23/2025	ISSUED FOR CLIENT REVIEW	AMS

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PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 10/23/2025

CLIENT
TERAWULF, INC.

PROJECT
LAKE HAWKEYE

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Drawing Title
PROPOSED SITE PLAN

Designer / Professional Engineer Responsible:

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

Designed by	Drawn by	Checked by	Approved by	Date
AMS	AMS	BW	GG	

Project Number	Drawing Number	Scale	Sc	Rev.
1940113922	C1	AS NOTED	SC	R

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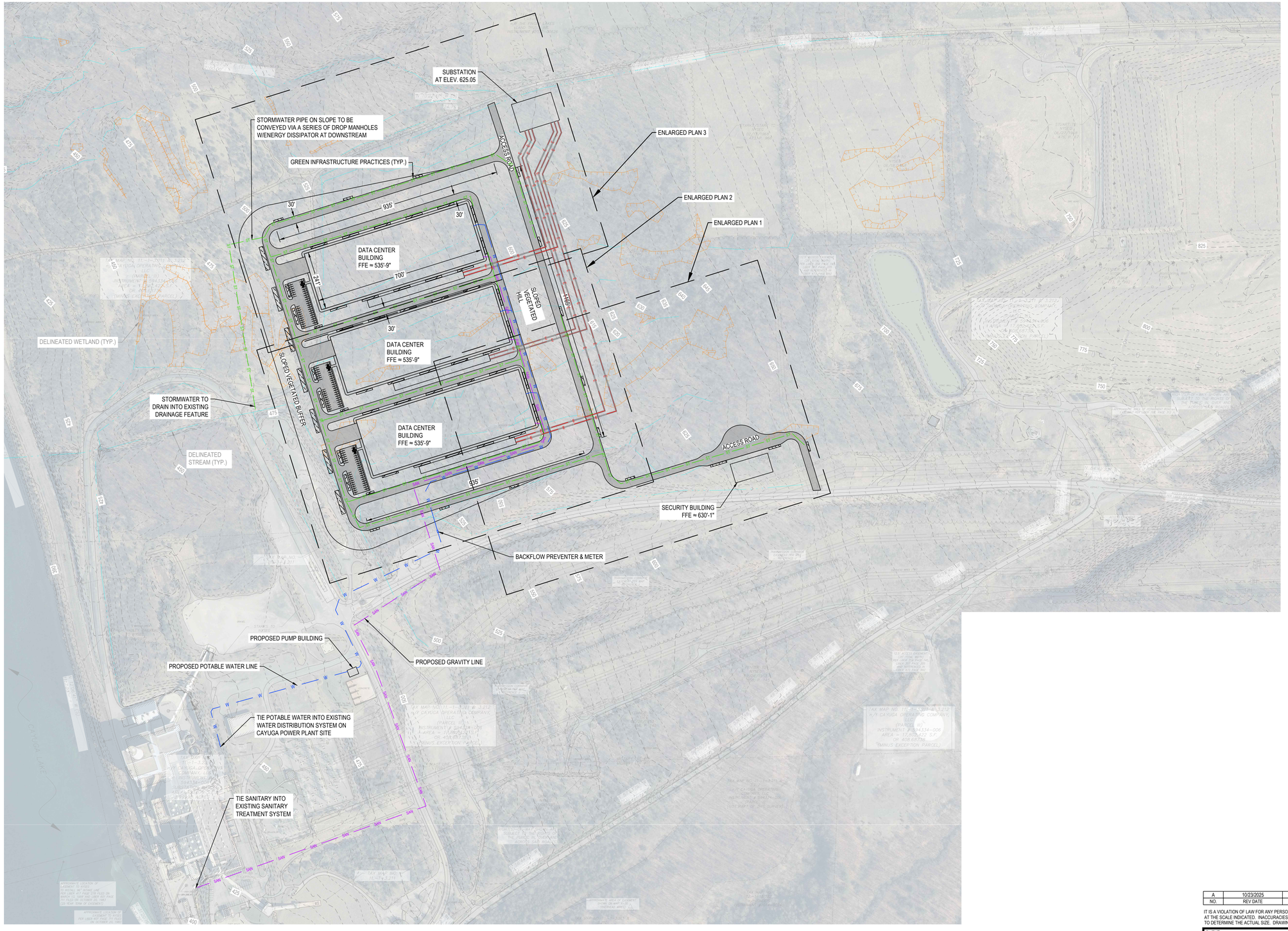

LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

PROPOSED FEATURES

- BUILDING FOOTPRINT
- SIDEWALK
- ASPHALT PAVEMENT
- STORMWATER PLANTER
- INFILTRATION BIORETENTION
- TREE TRENCH
- TRANSFORMER PAD
- ELECTRICAL DUCT BANK
- POTABLE WATER PIPE
- SANITARY SEWER PIPE
- STORMWATER CONVEYANCE PIPE

PLAN VIEW

200' 0 200'

SCALE: 1"= 200'

N

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CONSTRUCTION

DATE: 10/23/2025

CLIENT: TERAWULF, INC.

PROJECT: LAKE HAWKEYE

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Drawing Title: **CONCEPTUAL UTILITY PLAN**

Designer / Professional Engineer Responsible:

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

Designed by	Drawn by	Checked by	Approved by	Date
AMS	AMS	BW	GG	

Project Number: **1940113922**

Drawing Number: **C2**

Scale: AS NOTED

Sc: SC

Rev.: R

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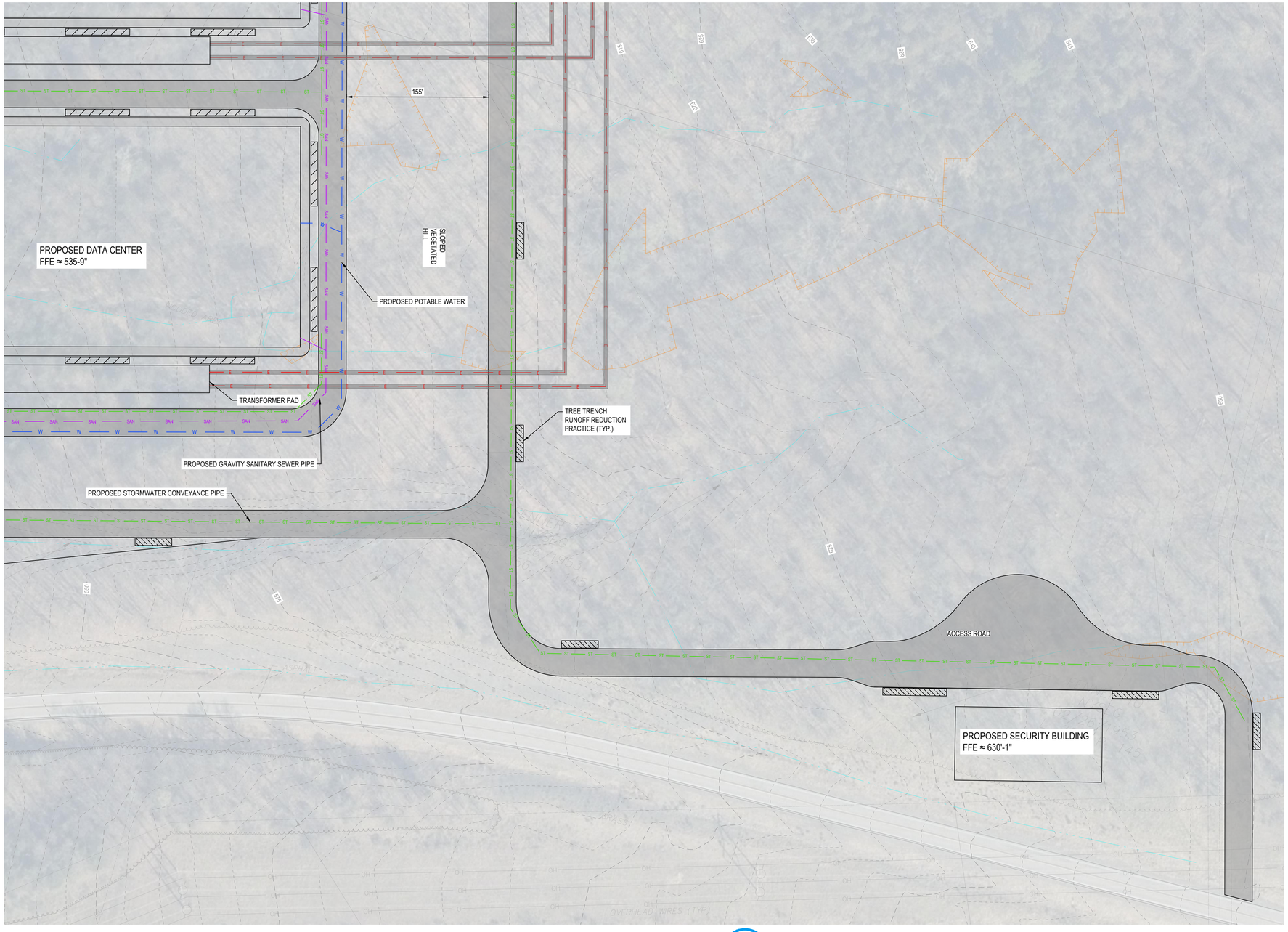

PLAN VIEW

60' 0 60'

SCALE: 1"= 60'

LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

PROPOSED FEATURES

- BUILDING FOOTPRINT
- SIDEWALK
- ASPHALT PAVEMENT
- STORMWATER PLANTER
- INFILTRATION BIORETENTION
- TREE TRENCH
- TRANSFORMER PAD
- ELECTRICAL DUCT BANK
- POTABLE WATER PIPE
- SANITARY SEWER PIPE
- STORMWATER CONVEYANCE PIPE

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CONSTRUCTION
DATE: 10/23/2025

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CLIENT: TERAWULF, INC.

PROJECT: LAKE HAWKEYE

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Project Number: 1940113922

Drawing Title: **ENLARGED PLAN 1**

Designer / Professional Engineer Responsible:

Drawing Number: C3

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

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Scale: AS NOTED

Sc: SC

Rev: F

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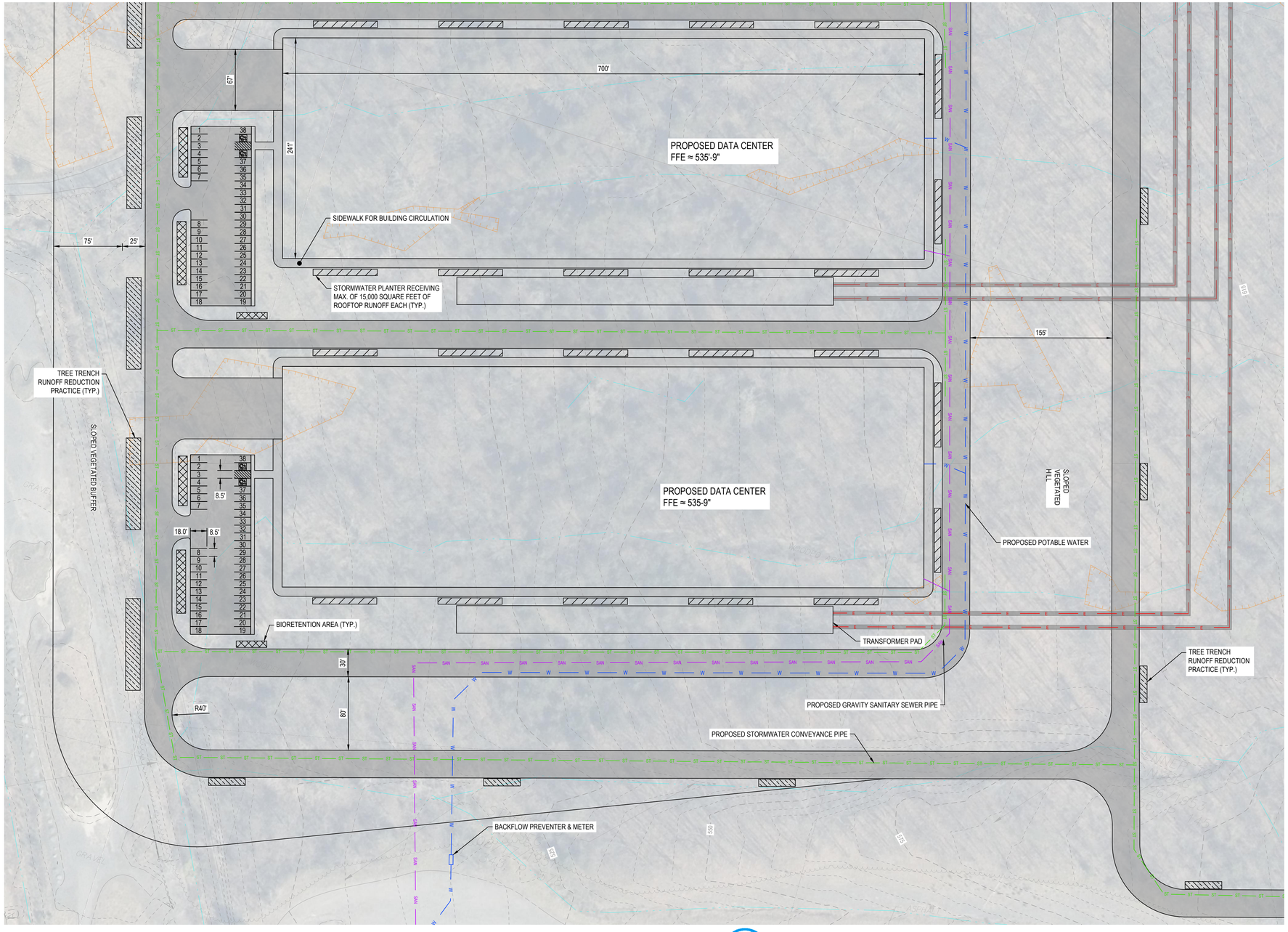

PLAN VIEW

60' 0 60'

SCALE: 1"= 60'

LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

PROPOSED FEATURES

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- SIDEWALK
- ASPHALT PAVEMENT
- STORMWATER PLANTER
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- TREE TRENCH
- TRANSFORMER PAD
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CONSTRUCTION
DATE: 10/23/2025

CLIENT: TERAWULF, INC.

PROJECT: LAKE HAWKEYE

TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Project Number: **1940113922**

Drawing Title: **ENLARGED PLAN 2**

Designer / Professional Engineer Responsible:

Drawing Number: **C4**

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

Designed by	Drawn by	Checked by	Approved by	Date
AMS	AMS	BW	GG	

Scale: AS NOTED | Sc: SC | Rev.: F

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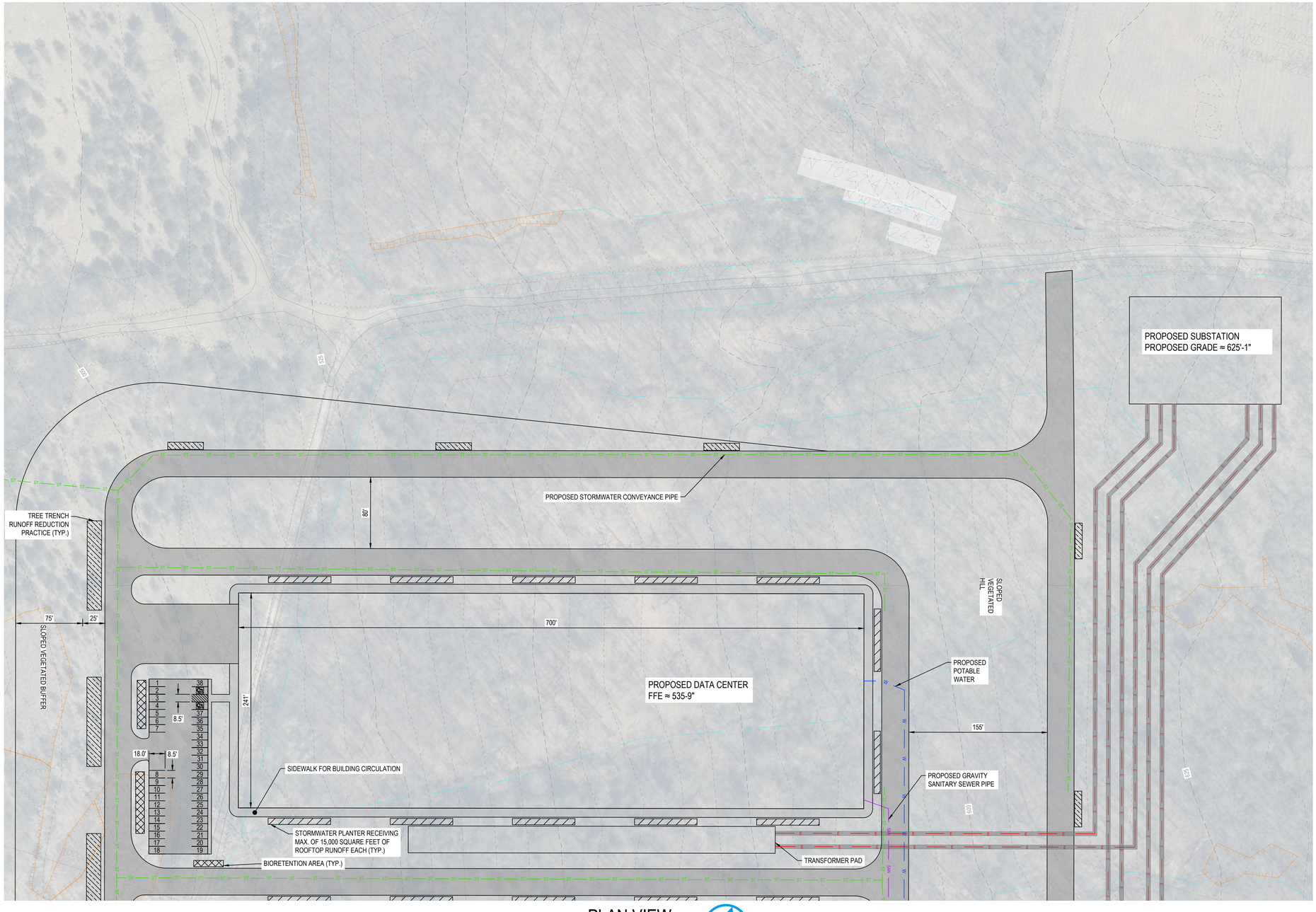

PLAN VIEW

60' 0 60'

SCALE: 1"= 60'

LEGEND

EXISTING FEATURES

- DELINEATED STREAMS
- DELINEATED WETLANDS
- OVERHEAD ELECTRICAL LINES
- PROPERTY LINES
- EASEMENT LINES
- LIMITS OF VEGETATION
- MAJOR CONTOURS (25')
- MINOR CONTOURS (5')

PROPOSED FEATURES

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- SIDEWALK
- ASPHALT PAVEMENT
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A	10/23/2025	ISSUED FOR CLIENT REVIEW	AMS

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PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 10/23/2025

CLIENT: TERAWULF, INC.

PROJECT: LAKE HAWKEYE
TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK

Project Number: 1940113922

Drawing Title: ENLARGED PLAN 3

Designer / Professional Engineer Responsible:

Designed by: AMS | Drawn by: AMS | Checked by: BW | Approved by: GG | Date

Drawing Number: C5

Scale: AS NOTED | Sc: SC | Rev.: R

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
CERTIFICATE OF AUTHORIZATION: 0021291
333 W WASHINGTON ST, SYRACUSE, NY 13202
315-956-6100

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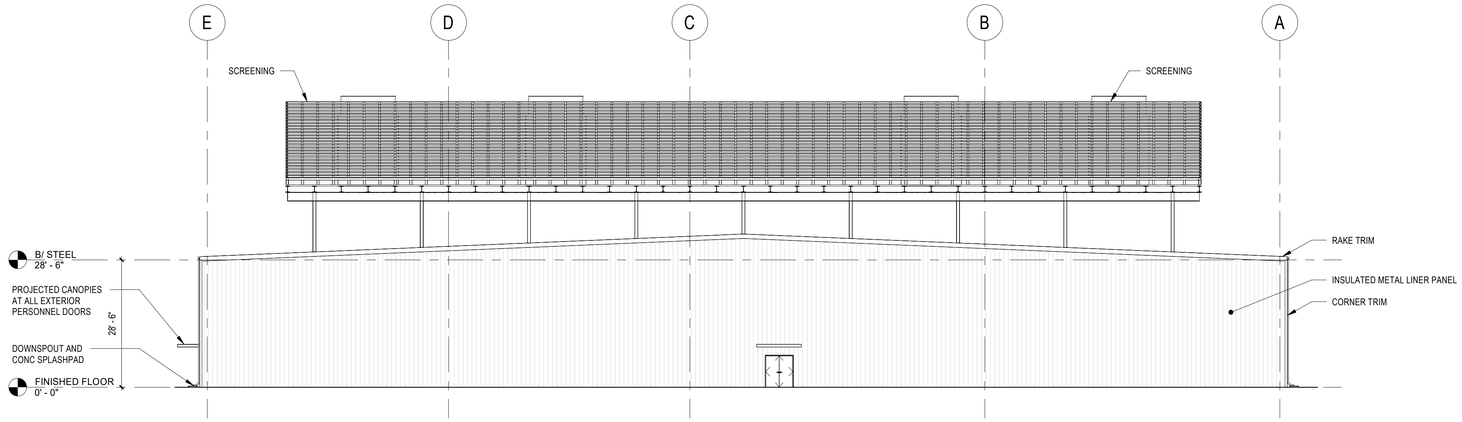
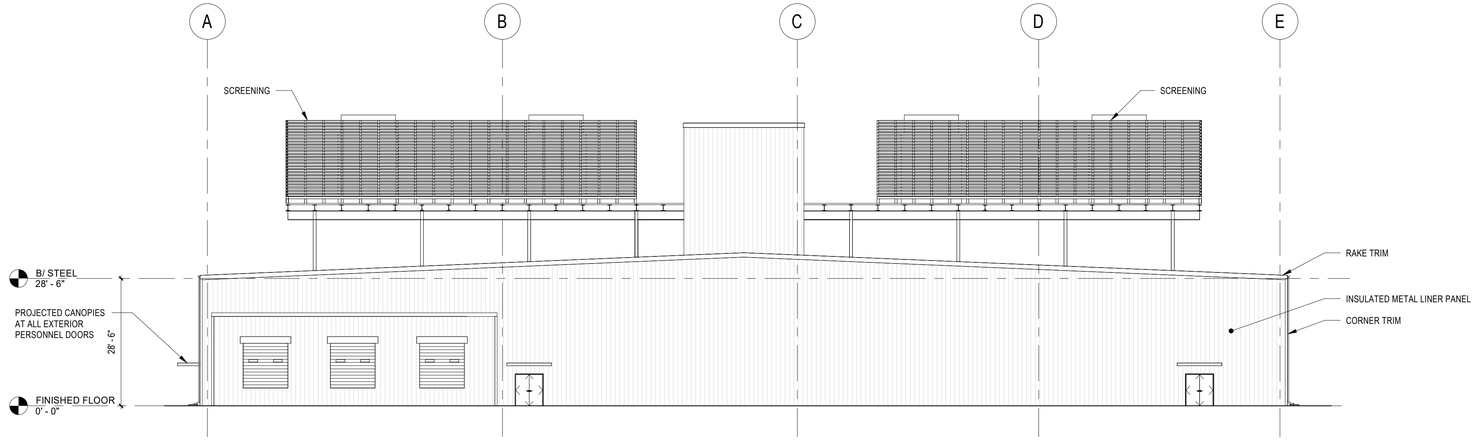
EXTERIOR ELEVATION GENERAL NOTES:

1. WALL ORIENTATION / DIRECTION IS BASED ON PLAN NORTH, REFER TO PLANS FOR FURTHER INFORMATION.



EAST ELEVATION

SCALE: 1/16" = 1'-0" 16' 8' 0 16'



WEST ELEVATION

SCALE: 1/16" = 1'-0" 16' 8' 0 16'

KEYPLAN
NTS

PLAN NORTH

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 10/22/2025

NO.	REV DATE	REVISION	INT.

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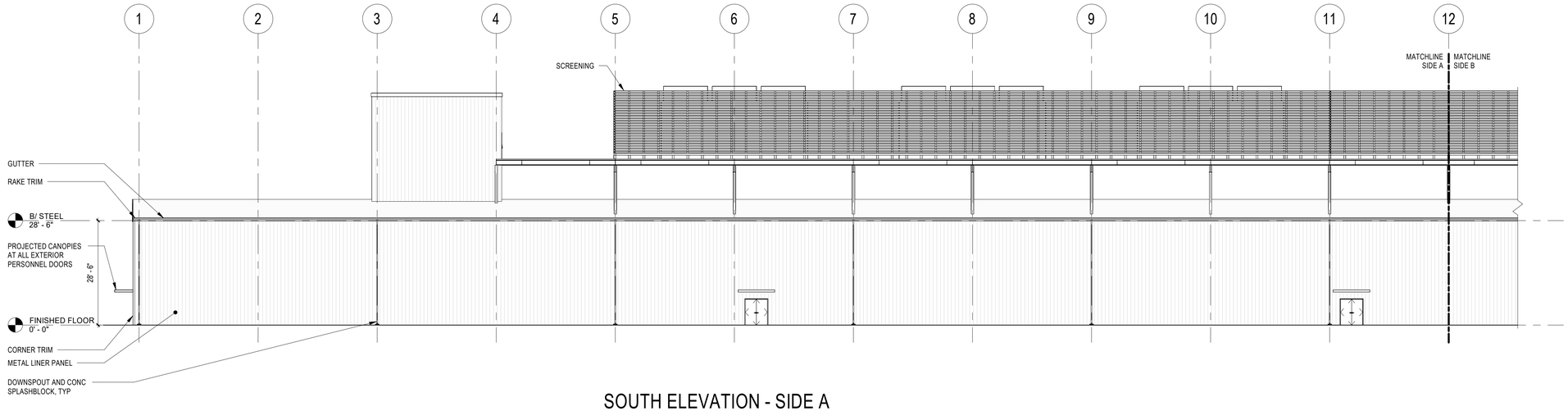
Project Details: **Client Name** LAKE HAWKEYE TERAWULF INC.	Drawing Title: **EXTERIOR ELEVATIONS**				RAMBOLL **RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC** FIRM/COA# 0021291	
Area or Location:	Designer / Professional Engineer Responsible: D.DESIGN PROFESSIONAL					
Project Number: **1940113922**	Designed by: L. DIEZ	Drawn by: L. DIEZ	Checked by: C. CARVER	Approved by: C. CARVER	Date	
Project Status: IN REVIEW	Drawing Number **A-201**			Scale: As indicated	Sc	Rev

Plotted: 10/23/2025 4:48:45 PM

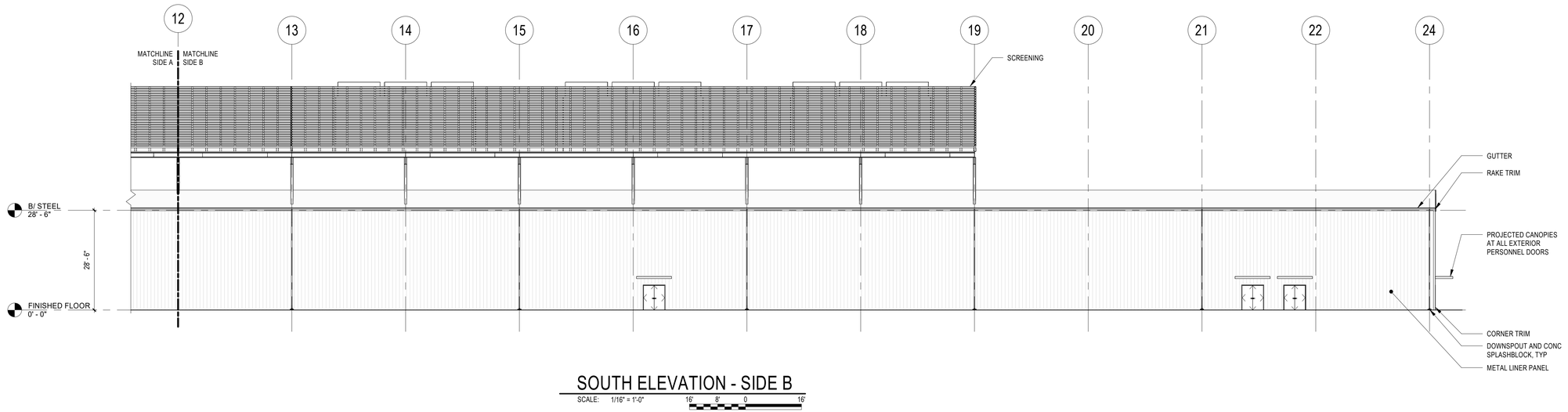
EXTERIOR ELEVATION GENERAL NOTES:

1. WALL ORIENTATION / DIRECTION IS BASED ON PLAN NORTH, REFER TO PLANS FOR FURTHER INFORMATION.



SOUTH ELEVATION - SIDE A

SCALE: 1/16" = 1'-0" 16' 8' 0 16'



SOUTH ELEVATION - SIDE B

SCALE: 1/16" = 1'-0" 16' 8' 0 16'

KEYPLAN
NTS

PLAN NORTH

PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/22/2025

NO.	REV DATE	REVISION	INT.

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Project Details:
Client Name
LAKE HAWKEYE
TERAWULF INC.

Drawing Title:
EXTERIOR ELEVATIONS

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
FIRM/COA# 0021291

Area or Location:

Designer / Professional Engineer Responsible:
D.DESIGN PROFESSIONAL

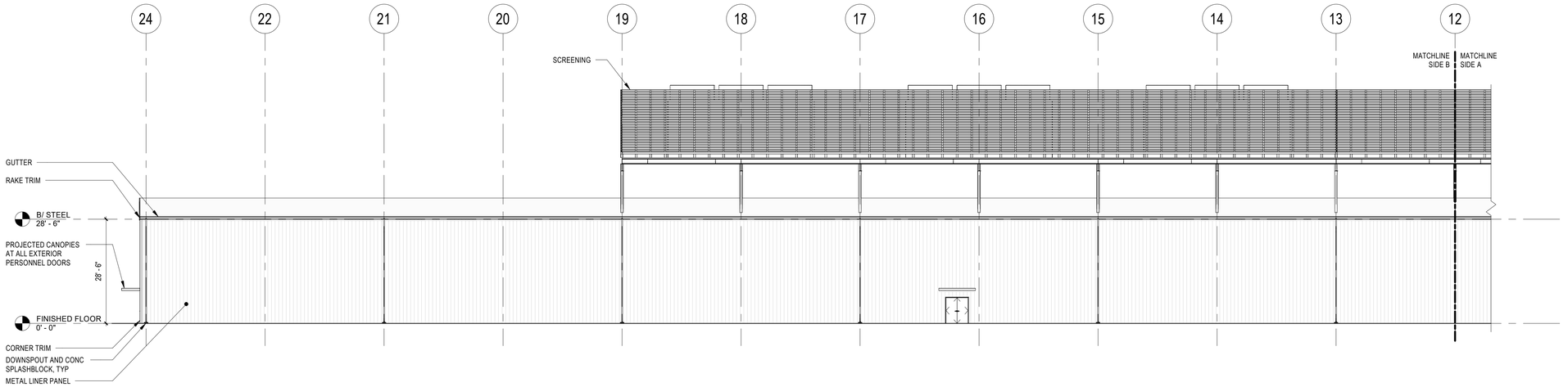
Project Number:	Designed by:	Drawn by:	Checked by:	Approved by:	Date
1940113922	L. DIEZ	L. DIEZ	C. CARVER	C. CARVER	

Project Status:	Drawing Number	Scale:	Sc	Rev
IN REVIEW	**A-202**	As indicated		

Last Saved: 10/22/2025 4:48:55 PM

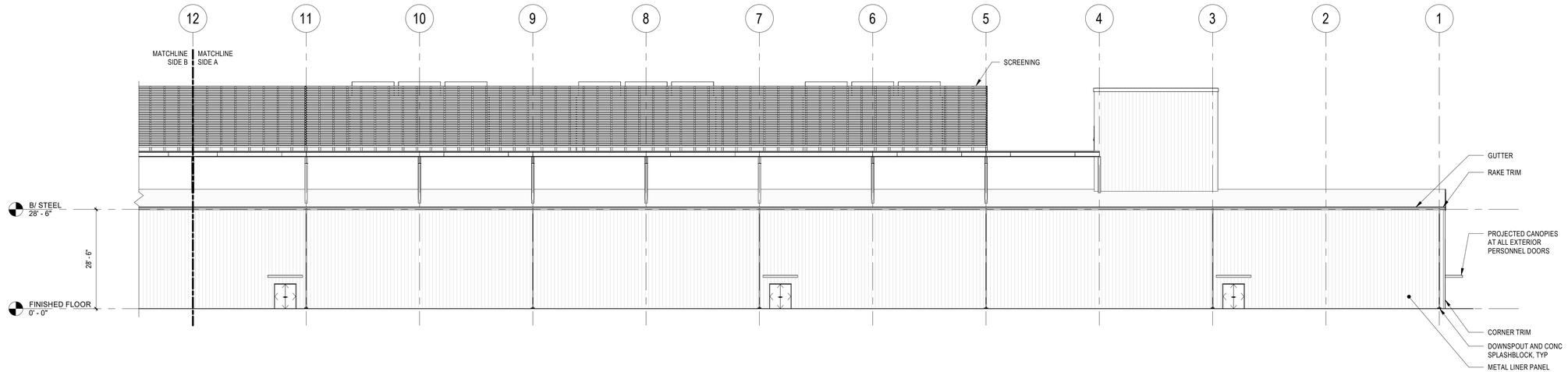
EXTERIOR ELEVATION GENERAL NOTES:

1. WALL ORIENTATION / DIRECTION IS BASED ON PLAN NORTH, REFER TO PLANS FOR FURTHER INFORMATION.



NORTH ELEVATION - SIDE B

SCALE: 1/16" = 1'-0"



NORTH ELEVATION - SIDE A

SCALE: 1/16" = 1'-0"

KEYPLAN

NTS

PLAN NORTH

PRELIMINARY NOT FOR CONSTRUCTION

DATE: 10/22/2025

NO.	REV DATE	REVISION	INT.

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Project Details: **Client Name** LAKE HAWKEYE TERAWULF INC.	Drawing Title: **EXTERIOR ELEVATIONS**			RAMBOLL **RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.** FIRM/COA# 0021291		
Area or Location:	Designer / Professional Engineer Responsible: D.DESIGN PROFESSIONAL					
Project Number: **1940113922**	Designed by: L. DIEZ	Drawn by: L. DIEZ	Checked by: C. CARVER	Approved by: C. CARVER	Date	
Project Status: IN REVIEW	Drawing Number **A-203**			Scale: As indicated	Sc	Rev

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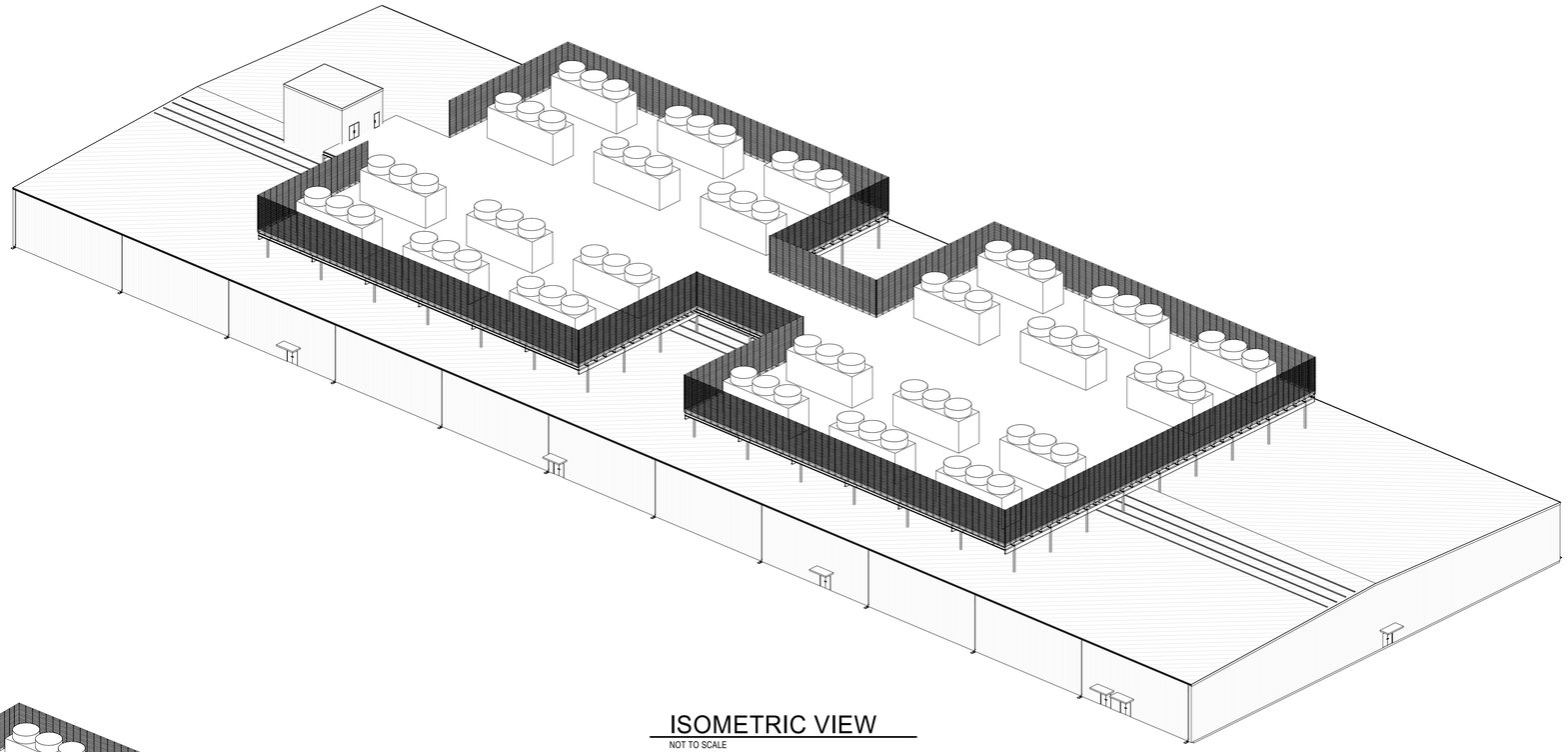

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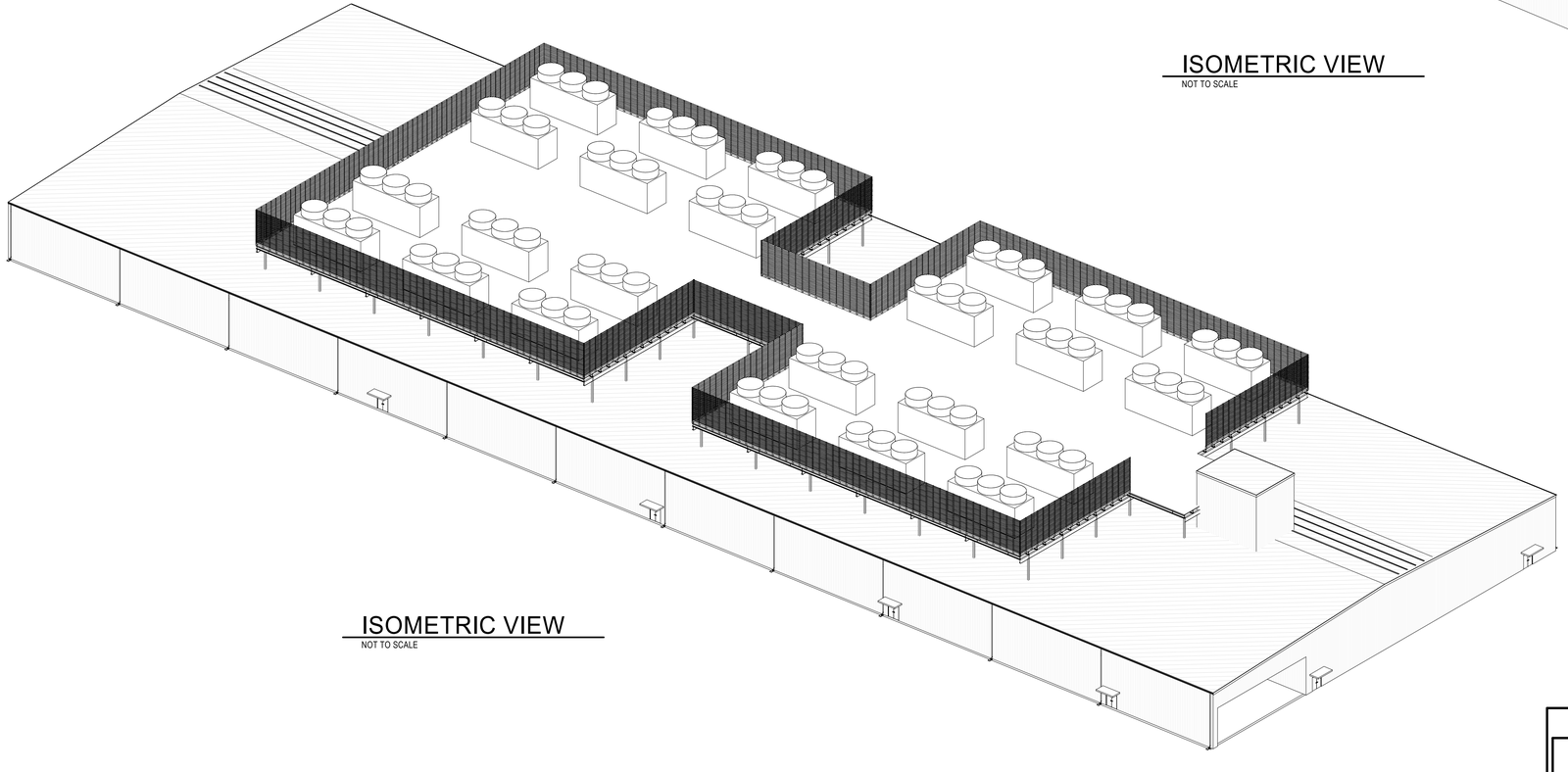

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PRELIMINARY
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CONSTRUCTION

DATE: 10/22/2025

Project Details:
Client Name
LAKE HAWKEYE
TERAWULF INC.

Drawing Title:
ISOMETRIC VIEWS

RAMBOLL
RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
FIRM/COA# 0021291

Area or Locaton:

Designer / Professional Engineer Responsible:
D.DESIGN PROFESSIONAL

Project Number:	Designed by:	Drawn by:	Checked by:	Approved by:	Date
1940113922	L. DIEZ	L. DIEZ	C. CARVER	C. CARVER	

Project Status:	Drawing Number:	Scale:	Sc	Rev
IN REVIEW	**A-901**			

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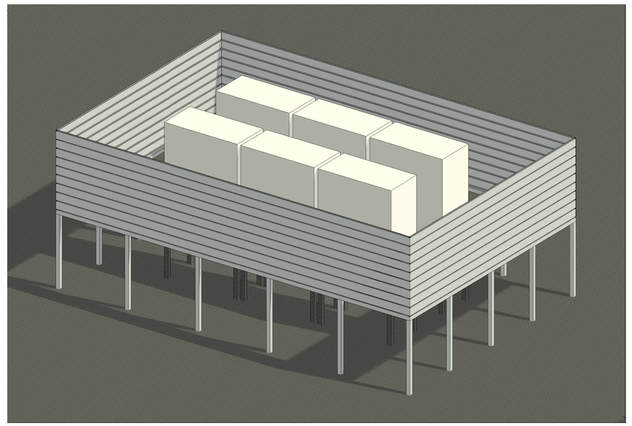
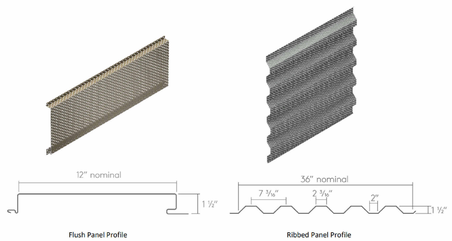


1 RENDER - ROOFSCREEN

SCALE:

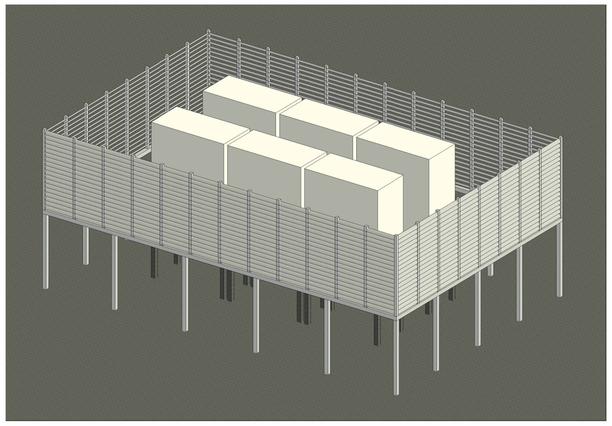
PRODUCT OVERVIEW:

- ADDS ELEMENTS OF TEXTURE AND DEPTH.
- PERFORATED PANELS SIMILAR TO 7.2 RIB AND FLUSH PANELS OFFERED BY ROOFSCREEN.
- THE 40% OPEN AREA PATTERN IS COMPRISED OF 1/8" HOLES @ 3/16" STAGGER.
- OTHER PATTERS AND PROFILES AVAILABLE UPON REQUEST.
- MATERIAL: .40 ALUMINUM STANDARD (OTHER GAUGES AVAILABLE UPON REQUEST).
- LENGTH: UP TO 30'.
- ATTACHMENT: EXPOSED FASTENERS.
- FINISH: PVDF (70% POLYVINLIDENE).
- COLORS: SEE COLOR CHART.
- WARRANTY: 20 YEARS.
- INSTALLATION: ORIENTED VERTICALLY OR HORIZONTALLY.



Flush Panel Profile

Ribbed Panel Profile

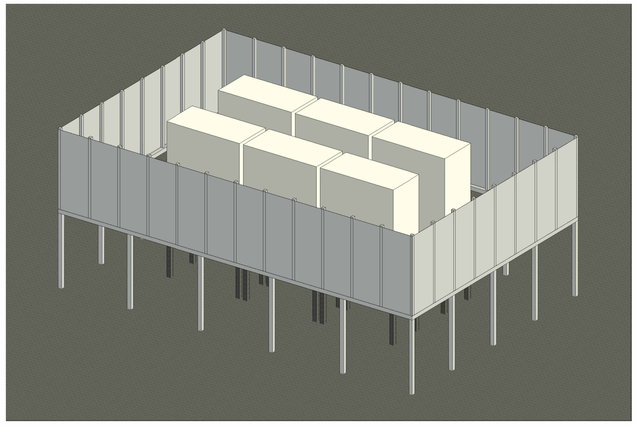


2 RENDER - SHARCHS

SCALE:

PRODUCT OVERVIEW:

- OUTRIGGERS: 4" x .25" ALUMINUM FLATBAR (6063-T6
  RECTANGULAR PROFILE
  BLOCKED NOSING
- INFILL: AIR FOIL
  6" x 1" x .080"
  EXTRUDED ALUMINUM (6063-T6)
- FINISH: ARCHITECTURAL POWDER COAT (RAL COLORS)
  (ANODIZED AND KYNAR FINISHES AVAILABLE)
- SITE SPECIFIC ENGINEERING: AVAILABLE UPON REQUEST
- ALL MATERIALS AND WORKMANSHIP ARE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMPLETION.
- LENGTH: 72" MAX BETWEEN SUPPORTS
- MAINTENANCE: NONE REQUIRED



3 RENDER - LAWRENCE FABRIC AND METAL STRUCTURES

SCALE:

PRODUCT OVERVIEW:

- METAL OPTIONS: SOLID. CORRUGATED. PERFORATED.
- FABRIC OPTIONS: SOLID MESH FABRIC. MESH FABRIC.
- DURABLE MATERIALS INCLUDING STEEL, ALUMINUM, COPPER PAIRED WITH HIGH QUALITY COATINGS TO WITHSTAND HEAT, WIND AND CLIMATE FLUCTUATIONS.
- LONG TERM DURABILTY AND MINIMAL MAINTENANCE.
- IMPROVED AIRFLOW AND WIND RESISTANCE
- INCREASED NOISE REDUCTION.
- COMPLEMENT ARCHITECTURAL FACADE.
- LONG TERM WARRANTIES AND PROTECTION.

NO.	REV DATE	REVISION	INT.

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PRELIMINARY
NOT FOR
CONSTRUCTION

DATE:

Project Details:
Client Name
CAYUGA - BEOWULF
XX

Drawing Title:
RENDERS

RAMBOLL

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC
FIRM/COA# 0021291

Area or Location:

Designer / Professional Engineer Responsible:

Project Number: XX	Designed by: Designer	Drawn by: Author	Checked by: Checker	Approved by: Approver	Date: 10/16/25
Project Status: XX	Drawing Number: **A-801**			Scale:	Sc / Rev

Plot: 10/16/2025 9:50:10 AM

Section 4
Wetland Delineation Assessment

RAMBOLL

ENVIRONM
& HEALTH

MEMO

Project name	**Cayuga Concept Engineering (CCE) Wetland Delineation, Lansing, NY**
Project no.	**1940113922-001**
Client	**Cayuga Concept Engineering**
Memo no.	**INTERNAL DRAFT**
Version	
To	**File**
From	**Ron Chiarello, Christopher Nack**
Copy to	**Hunter Alderman, Erik Lanahan**

List of Figures

Figure 01 – Site Location
Figure 02 – Delineated Wetlands (Cowardin classification) and Streams

List of Attachments

Attachment 1 – Wetland Data Forms
Attachment 2 – Wetland Photograph Log
Attachment 3 – Soil Map
Attachment 4 – NYS Freshwater Wetlands and National Wetland Inventory mapping
Attachment 5 – Floodplain Map

Date November 26, 2024

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Ramboll performed a wetland delineation in June 2025 for the Cayuga Operating Company facility at 228 Cayuga Dr, Lansing, NY 14882 (**Figure 01**). The Site is approximately 194.1± acres (See **Figure 01**) and consists of inactive agricultural land, industrial property, and undeveloped woodland. The Site was evaluated for the potential presence of wetlands and waters, as regulated by the U.S Army Corps of Engineers (USACE) and the New York State Department of Environmental Conservation (NYSDEC). The delineation was conducted by Ramboll wetland biologists trained in wetlands identification and delineation, between June 5 and June 13, 2025.

Methodology

The USACE and U.S. Environmental Protection Agency (USEPA) jointly define wetlands as those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions [33 Code of Federal Regulation (CFR) 328.3(b), 40 CFR 230.3(t)]. Environmental criteria for wetlands, as defined by the USACE, include:

the dominant vegetation is hydrophytic (water tolerant).
the soils present have been classified as hydric or possess reducing soil characteristics.
the area is either permanently or periodically inundated at mean water depths less than or equal to 6.6 feet, or the soil is permanently or periodically saturated to the surface during the growing season.

To make a positive wetland determination, a minimum of one wetland indicator from each criterion (vegetation, soil and hydrology) must be found. The Routine Determination Method outlined in USACE (1987) was used in conjunction with procedures outlined in the Regional Supplement to assess the presence/absence of wetlands at the proposed project location.

Routine determinations involve rapidly applied methods that result in sufficient qualitative data for identifying wetland and non-wetland areas. The Routine Determination Method consists of a combination of off-site data review and on-site investigation. Off-site activities included an evaluation of available information regarding environmental conditions at the proposed project location. On-site activities consisted of collecting the field data required to identify and delineate wetland boundaries. Field data were gathered at sampling points chosen in potential wetland areas as well as in upland areas.

The wetlands survey efforts for this project included the following:

A desktop review of the Site using information obtained from the United States Fish and Wildlife Service (USFWS), United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Web Soil Survey, Federal Emergency Management Agency (FEMA) and NYSDEC.
A site reconnaissance survey for the presence or absence of natural resources of concern (wetlands, waters of the United States, floodplains) and delineation of wetlands that meet the federal criteria outlined in USACE 1987 and 2012.

Desktop Review

Data and information obtained as part of the desktop review included the following:

National Wetland Inventory (NWI) Maps, as presented in the NWI Wetland Mapper. https://www.fws.gov/wetlands/Data/Mapper.html (USFWS 2024)

New York State Freshwater Wetland (NYSFW) Maps and mapped streams, as presented in the NYSDEC Environmental Resource Mapper (ERM). http://www.dec.ny.gov/gis/erm/ (NYSDEC 2024)

Custom Web Soil Survey obtained from the U.S. Department of Agriculture National Resources Conservation Service (USDA-NRCS). http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx (USDA-NRCS 2024).

FEMA Flood Rate Insurance Map (FIRM) for Clay, NY. https://msc.fema.gov/portal/search#searchresultsanchor (FEMA 2024)

Historical Aerial Photograph Imagery obtained from United States Geological Survey (USGS) Earth Explorer (USGS 2024) https://eathexplorer.usgs.gov/.

Based on the review of the NWI Mapping for the Site (**Attachment 4**), one riverine habitat (R4SBC) is located on the northwest corner of the property. Based on the review of the NYSDEC ERM (**Attachment 4**), two streams were identified within the Site boundaries:

- Tributary of Cayuga Lake, Water Index Number Ont. 66-12-P 296 (Trib. 45), a NYS Class C stream. Trib. 45 corresponds with the NWI riverine habitat (R4SBC) noted above.
- Tributary of Cayuga Lake, Water Index Number Ont. 66-12-P 296 (Trib. 45a), a NYS Class C stream.

Based on the review of the NYSDEC ERM (**Attachment 4**), no previously mapped wetlands were located on the Site. However, the Informational Freshwater Wetland Mapping layer of the ERM indicates 31 informational wetlands on the Site. The Informational Freshwater Wetland Mapping layer is intended to be used for informational purposes in identifying the general location and extent of potential freshwater wetlands. As mapped, informational wetlands do not represent state of federally regulated wetlands. However, informational wetlands require further desktop and field investigation to determine jurisdictional standing

Based on the FEMA FIRM mapping for the Site (**Attachment 5**), the Site is not located within a 100- or 500-year mapped flood zone.

Review of mapped soil descriptions from the Web Soil Survey (USDA-NRCS 2024) indicated that soils within the Site were dominated by Hudson, Hudson-Cayuga and Ovid soils, which are non-hydric. See **Attachment 3** for a complete list of soils identified within the Site.

On-Site Investigation

Ramboll biologists performed the field activities associated with wetland presence/absence survey between June 5 and June 13, 2025. On-site activities included the evaluation of vegetative communities, the soil substrate, and hydrologic characteristics to identify the presence/absence of wetlands. Field data were gathered at several locations within the parcel boundaries (see **Figure 02**). Wetlands were identified based on the presence of each of the following three parameters pursuant to the USACE methodology: hydric soils; a vegetative community dominated by hydrophytes; and inundated or saturated soil conditions, and/or indicators of hydrologic patterns.

Vegetative, soil, and hydrologic conditions were recorded on Wetland Data Forms for the USACE-delineation methodology specified in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. These forms are included as **Attachment 1**. A description of the vegetative, soil and hydrologic conditions is provided in the following sections and photograph logs documenting field activities are included as **Attachment 2**.

Soils
Observed soil characteristics were compared to the mapped soil descriptions from the Web Soil Survey (USDA-NRCS 2024) and evaluated for hydric soil indicators as described in USACE (1987 and 2012). Soil physical characteristics were evaluated during the investigation by excavating to a depth needed to evaluate potential hydric soil indicators below ground surface (generally 18 inches, unless refusal occurred). Soil color was evaluated using Munsell Soil Color Charts (Munsell 2000). Soils that exhibit hydric soil characteristics, such as low chroma colors and/or evidence of reducing conditions (e.g., presence of redox concentrations/depletions or gleying), met the hydric soil criterion per USACE (1987 and 2012).

Site soils observed during excavations generally consisted of variable depths of loamy clay with and without gravel/shale. Soils from excavations within wetlands exhibited conditions consistent with depleted matrix criteria within their profiles. Characteristics observed at each sampling point are summarized on the Wetland Data Forms included as **Attachment 1**.

Vegetation
The criterion for wetland vegetation is a dominance of hydrophytic species. A species is considered hydrophytic per USACE (1987 and 2012) if it is classified per the National Wetland Plant List (USACE 2022) as obligate (OBL), facultative wet (FACW) or facultative (FAC). A dominance of hydrophytes requires that more than 50% of the vegetative species in an area are classified as hydrophytic.

In accordance with USACE (1987 and 2012), observations of vegetation focus on dominant vegetative species in four categories: trees (minimum 3-inch diameter at breast height), saplings/shrubs (less than 3-inch diameter and greater than 3.28 feet tall), herbs and woody vines. Observed vegetative species and their associated indicator statuses are listed in the Wetland Data Forms (**Attachment 1**). The Site wetland vegetation ranged from emergent species (grasses, wildflowers and sedges), shrub species (dogwoods, buckthorn and tree samplings) and trees (ash, elms and hickories).

Hydrology
The Site was examined for field indicators of wetland hydrology. According to USACE (1987 and 2012), wetland hydrology consists of permanent or periodic inundation, drainage patterns or soil saturation to the surface during the growing season. If these indicators were present within the sampling points, the hydrology criterion for wetlands was met.

Generally, the Site's wetlands receive hydrologic input from overland flow from adjacent upland areas. Hydrology moved generally from east to west, towards Cayuga Lake. The Site is not within a 100- or 500-year mapped flood zone. Hydrologic indicators observed within the sampling points were recorded on Wetland Data Forms (**Attachment 1**). As previously discussed, two tributaries to Cayuga Lake were identified during the desktop review, with flows generally to the west. Tributary 45 (CCE-PS1) was delineated at the northwest corner of the Site as shown in **Figure 02**. Tributary 45a is mapped within a previously disturbed area and no channel associated with the tributary was identified during the delineation efforts. Two perennial, 4 intermittent and 18 ephemeral streams were identified within the

site boundaries with flow generally to the west towards Cayuga Lake (**Figure 02**). In addition, 8 roadside ditches were identified. Total linear feet for each stream and ditch feature delineated are provided in **Table 1**.

Table 1. Total linear feet (lf) for each stream delineation and total lf for each stream type within the Site.

STREAM ID	EPHEMERAL LF	INTERMITTENT LF	PERENNIAL LF
CCE-EP1	532.89	--	--
CCE-EP1A	11.61	--	--
CCE-EP2	225.91	--	--
CCE-EP3	296.92	--	--
CCE-EP4	835.01	--	--
CCE-EP5	859.64	--	--
CCE-EP6	1,835.63	--	--
CCE-EP7	439.68	--	--
CCE-EP8	1,020.73	--	--
CCE-EP9	279.82	--	--
CCE-EP10	176.79	--	--
CCE-EP11	873.69	--	--
CCE-EP12	794.50	--	--
CCE-EP13	1,728.08	--	--
CCE-EP14	1,056.80	--	--
CCE-EP15	654.78	--	--
CCE-EP16	594.42	--	--
CCE-EP17	294.16	--	--
CCE-EP18	294.16	--	--
CCE-IS1	--	729.98	--
CCE-IS2	--	1,133.57	--
CCE-IS2	--	1,042.44	--
CCE-PS1	--	--	173.74
CCE-PS2	--	--	--
TOTAL	12,511.05	2,905.99	173.74

Observed Wetlands

Sampling points were identified as wetland when all three wetland criteria (hydric soils, dominance of hydrophytes and wetland hydrology) were met in the area represented. The wetland boundary and sampling point locations were surveyed by Ramboll using a hand-held Global Positioning System (GPS) unit with points subsequently corrected to provide sub-meter accuracy. The delineated wetland boundaries were flagged in the field with flagging tape and recorded digitally using the sub-meter accurate GPS. Electronic files of these points are available for use during field verification.

Figure 01 illustrates the limits of wetland boundaries identified within the Site. 24 wetland habitats (palustrine forested, or PFO; palustrine scrub-shrub or PSS; palustrine emergent, or PEM) were identified (see **Figure 02**). The total acreage of wetland identified within the Site corridor is 9.83 acres (**Table 2**). In addition to the delineated wetlands, 4 wetland areas identified on the NYSDEC's ERM information wetland layer were identified but not delineated. These wetlands are indicated in **Figure 02**.

Table 2. Total and cover type acreages for each wetland delineation and total wetland acreage withing the Site.

WETLAND ID	ACREAGE	PEM ACREAGE	PSS ACREAGE	PFO ACREAGE
W1	0.03	--	--	0.03
W2	0.02	--	--	0.02
W3	0.05	--	0.05	--
W4	0.05	--	0.05	--
W5	1.06	0.70	0.36	--
W6	0.02	0.02	--	--
W7	0.05	--	0.05	--
W8	0.03	--	--	0.03
W9	0.17	--	0.17	--
W10	0.01	--	0.01	--
W11	0.04	--	0.04	--
W12	1.37	--	0.77	0.60
W13	0.36	0.36	--	--
W14	0.18	--	0.18	--
W15	0.03	--	0.03	--
W16	0.06	--	0.06	--
W17	0.10	--	0.10	--
W18	0.07	--	0.07	--
W19	0.71	0.04	0.67	--
W20	0.18	--	0.18	--
W21	0.45	--	0.45	--
W22	0.12	0.12	--	--
W23	1.32	1.32	--	--
W30	3.36	1.64	1.71	--

TOTAL	9.83	4.20	4.95	0.68

The following is a brief description of the species and general hydrologic conditions associated with each wetland habitat delineated within the Site:

W1–W1 (**Figure 02**) is 0.03 acres and is located on the northeast corner of the Site, north of CCE-EP1. W1 consists of PFO habitat (**Figure 02**). Hydrologic flow of W1 is generally to the south towards CCE-EP1, which ultimately flows to Cayuga Lake. Species associated with W1 habitats include (soil boring – SB-CCE-01):

Rhamnus cathartica - European Buckthorn – FAC
Tilia americana - American Basswood – FACU
Carya ovata - Shag-Bark Hickory – FACU
Impatiens capensis - Spotted Touch-Me-Not – FACW

W2 – W2 (**Figure 02**) is 0.02 acres and is located northeast portion of the Site, south of CCE-EP1. W2 consists of PFO habitat (**Figure 02**). Hydrologic flow of W2 is generally to the north towards CCE-EP1, which ultimately flows to Cayuga Lake. Species associated with W2 habitats include (soil boring – SB-CCE-02):

Rhamnus cathartica - European Buckthorn – FAC
Carya ovata - Shag-Bark Hickory – FACU
Equisetum arvense - Field Horsetail - FAC

W3 – W3 (**Figure 02**) is 0.05 acres and is a linear wetland located in the northern portion of the Site. W3 consists of PSS habitats (**Figure 02**) and is located in the downstream portion of Ditch 2. Hydrologic flow of W3 is generally to the west, though the wetland appears to be isolated. Species associated with W3 habitats include (soil boring – SB-CCE-04):

Acer rubrum - Red Maple – FAC
Quercus rubra - Northern Red Oak – FACU
Rhamnus cathartica - European Buckthorn – FAC

W4 – W4 (**Figure 02**) is 0.05 acres and is a linear wetland located in the northern portion of the Site. W4 consists of PSS habitats (**Figure 02**) and is located at the west end of Ditch 3. Hydrologic flow of W4 is generally to the west, though the wetland appears to be isolated. Species associated with W4 habitats include (soil boring – SB-CCE-05):

Juglans nigra - Black Walnut – FACU
Rhamnus cathartica - European Buckthorn – FAC
Teucrium canadense - American Germander - FACW

W5 – W5 (**Figure 02**) is 1.06 acres and is located in the western portion of the Site. W5 consists of 0.70 acres of PEM and 0.36 acres of PSS habitats (**Figure 02**). Hydrologic flow of W5 is generally to the west, discharging to CCE-EP5. Species associated with W5 habitats include (soil boring – SB-CCE-11):

Agrostis gigantea - Black Bent – FACW

Scirpus atrovirens - Dark-Green Bulrush – OBL

W6 – W6 (**Figure 02**) is 0.02 acres and is located in the western portion of the Site downstream of W5 on CCE-EP5. W6 consists of 0.02 acres of PEM habitat (**Figure 02**). Hydrologic flow of W6 is generally to the west, discharging to CCE-EP5. Species associated with W6 habitats include (soil boring – SB-CCE-07):

Impatiens capensis - Spotted Touch-Me-Not – FACW
Lycopus americanus - Cut-Leaf Water-Horehound - OBL
Lemna minor - Common Duckweed – OBL
Rhamnus cathartica - European Buckthorn – FAC

W7 – W7 (**Figure 02**) is 0.02 acres and is located in the western portion of the Site downstream of W5 on the edge of CCE-EP5. W7 consists of 0.05 acres of PSS habitat (**Figure 02**). Hydrologic flow of W7 is generally to the north, discharging to CCE-EP5. Wetland area appears to be impacted from previous activities. Species associated with W7 habitats include (soil boring – SB-CCE-08):

Rhamnus cathartica - European Buckthorn – FAC
Bidens frondosa - Devil's-Pitchfork – FACW
Solidago rugosa - Wrinkle-Leaf Goldenrod - FAC

W8 – W8 (**Figure 02**) is 0.03 acres and is located in the western portion of the Site north of CCE-EP5. W8 consists of 0.02 acres of PFO habitat (**Figure 02**). Hydrologic flow of W8 is generally to the west. W8 is positioned at the base of a berm and appears to be isolated. Species associated with W8 habitats include (soil boring – SB-CCE-09):

Salix nigra - Black Willow – OBL
Rhamnus cathartica - European Buckthorn – FAC

W9 – W9 (**Figure 02**) is 0.17 acres and is located in the southeastern portion of the Site and consists of PSS habitat (**Figure 02**). Hydrologic flow of W9 is generally to the west where it flows into CCE-EP6. Species associated with W9 habitats include (soil boring – SB-CCE-13):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW
Equisetum arvense - Field Horsetail - FAC

W10 & W11– W10 (**Figure 02**) is 0.01 acres and W11 is 0.04 acres. These wetlands are located along CCE-EP8. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west to CCE-EP8. Species associated with these wetland habitats include (soil boring – SB-CCE-14 & SB-CCE-15):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW

W12 – W12 (**Figure 02**) is 1.37 acres and is located in the eastern portion of the Site at the upstream end of CCE-EP8 and consists of 0.77 acres of PSS and 0.60 acres of PFO habitat (**Figure 02**). Hydrologic flow of W12 is generally to the west where it flows into CCE-EP8. Species associated with W12 habitats include (soil boring – SB-CCE-16):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW
Equisetum arvense - Field Horsetail – FAC

W13 – W13 (**Figure 02**) is 0.36 acres and is located in the central portion of the Site downhill of the terminal end of CCE-EP10 and consists of PEM habitat (**Figure 02**). Hydrologic flow of W13 is generally to the west towards CCE-IS4. Species associated with W13 habitats include (soil boring – SB-CCE-17):

Eleocharis palustris - Common Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Carex vulpinoidea - Common Fox Sedge – OBL
Agrostis gigantea - Black Bent - FACW

W14 & W15– W14 (**Figure 02**) is 0.18 acres and W15 is 0.03 acres. These wetlands are adjacent to CCE-EP11. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the south towards CCE-EP11. Species associated with these wetland habitats include (soil boring – SB-CCE-19):

Fraxinus pennsylvanica - Green Ash – FACW
Rhamnus cathartica - European Buckthorn – FAC
Onoclea sensibilis - Sensitive Fern – FACW

W16 & W17– W16 (**Figure 02**) is 0.06 acres and W17 is 0.10 acres. W16 is located along CCE-EP12 and W17 is downhill of the terminal point of CCE-EP12. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west towards CCE-IS4. Species associated with these wetland habitats include (soil boring – SB-CCE-20 & SB-CCE-21):

Eleocharis acicularis - Needle Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Agrostis gigantea - Black Bent – FACW
Onoclea sensibilis - Sensitive Fern – FACW

W18 & W19– W18 (**Figure 02**) is 0.07 acres and W19 is 0.71 acres. These wetlands are located along CCE-EP13. W18 consists of only PSS habitat (**Figure 02**), while W19 consists of 0.04 acres of PEM and 0.67 acres of PSS habitat. Hydrologic flow of these wetlands is generally to the west along CCE-EP13. Species associated with these wetland habitats include (soil boring – SB-CCE-23 & SB-CCE-33):

Matteuccia struthiopteris - Ostrich Fern – FAC
Rhamnus cathartica - European Buckthorn – FAC
Epilobium coloratum- Purple-Leaf Willowherb – OBL

W20 & W21– W20 (**Figure 02**) is 0.18 acres and W21 is 0.45 acres. These wetlands are located upstream of CCE-EP14. Both wetlands consist of PSS habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west along CCE-EP14. W21 flows directly into CCE-EP14, while W20 appears to flow towards W21. Species associated with these wetland habitats include (soil boring – SB-CCE-24 & SB-CCE-25):

Eleocharis palustris - Common Spike-Rush – OBL
Rhamnus cathartica - European Buckthorn – FAC
Carex vulpinoidea - Common Fox Sedge – OBL

W22 & W23– W22 (**Figure 02**) is 0.12 acres and W23 is 1.32 acres. These wetlands are located in an inactive agricultural field located on the northeastern portion of the Site. Both wetlands consist of PEM habitat (**Figure 02**). Hydrologic flow of these wetlands is generally to the west and down gradient with discharge from these wetlands occurring as overland flow. Both of these wetlands are in a portion of the agricultural field that appears to have been scraped of topsoil based on the soil characteristics observed (very gravelly); changes in topography along the edges of the field and wetlands; grounds scars observed that are consistent with apparent use of construction equipment; and evidence of ground scarring on aerial photographs. Species associated with these wetland habitats include (soil boring – SB-CCE-24 & SB-CCE-25):

Juncus tenuis – Path rush – FAC
Phalaris arundinacea – Reed canary grass – FACW
Carex vulpinoidea - Common Fox Sedge – OBL

W30 – W30 (**Figure 02**) is 3.36 acres and is located in the western portion of the Site uphill of CCE-EP17 and consists of 1.64 acres of PEM and 1.71 acres of PSS habitat (**Figure 02**). Hydrologic flow of W30 is generally to the west where it flows into CCE-EP17. The area appears to be previously disturbed and soil in some areas appeared to be scrapped. Species associated with W30 habitats include (soil boring – SB-CCE-41):

Eleocharis tenuis - Slender Spike-Rush – FACW
Rhamnus cathartica - European Buckthorn – FAC
Euthamia graminifolia - Flat-Top Goldentop – FAC
Fraxinus pennsylvanica - Green Ash - FACW

Summary

Ramboll biologists performed a wetlands presence/absence survey between June 5 and June 13, 2024 within the approximately 194.1 acre Site associated with the Cayuga Operating Company facility at 228 Cayuga Dr, Lansing, NY 14882 (**Figure 01**). **Figure 02** of this memorandum illustrates the limits of habitats delineated within the Site. Twenty-four (24) wetland habitats totaling 9.83 acres were identified within the Site. The Cowardin cover types of each wetland identified during the wetland delineation and consisted of palustrine forested (0.68 acres), palustrine scrub-shrub (4.95 acres) and palustrine emergent (4.20 acres) habitats. In addition, approximately 12,511 linear feet (lf) of ephermeral, 2,906 lf of intermittent and 174 lf of perennial stream habitat was delineated.

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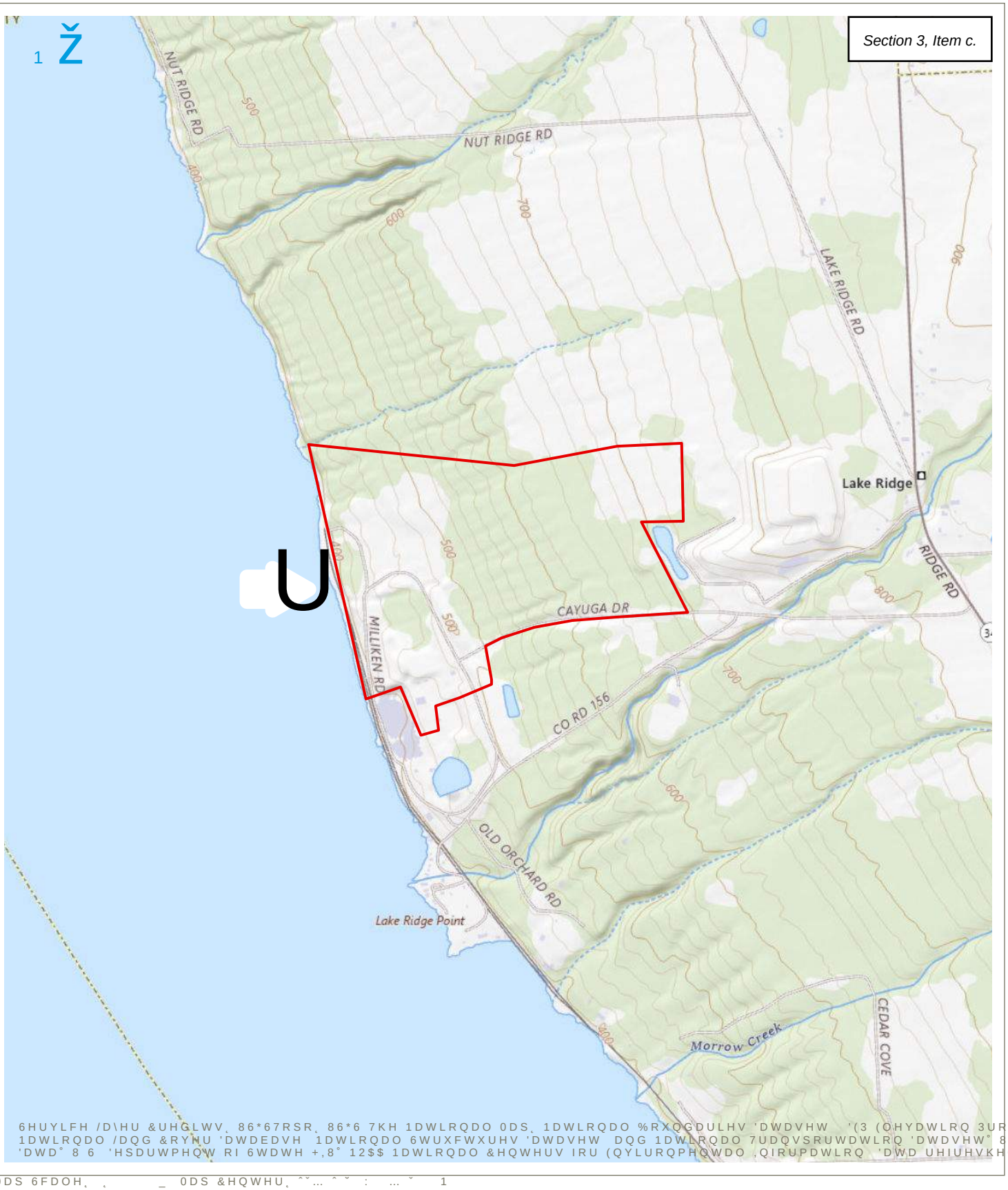
FIGURES

Confidential



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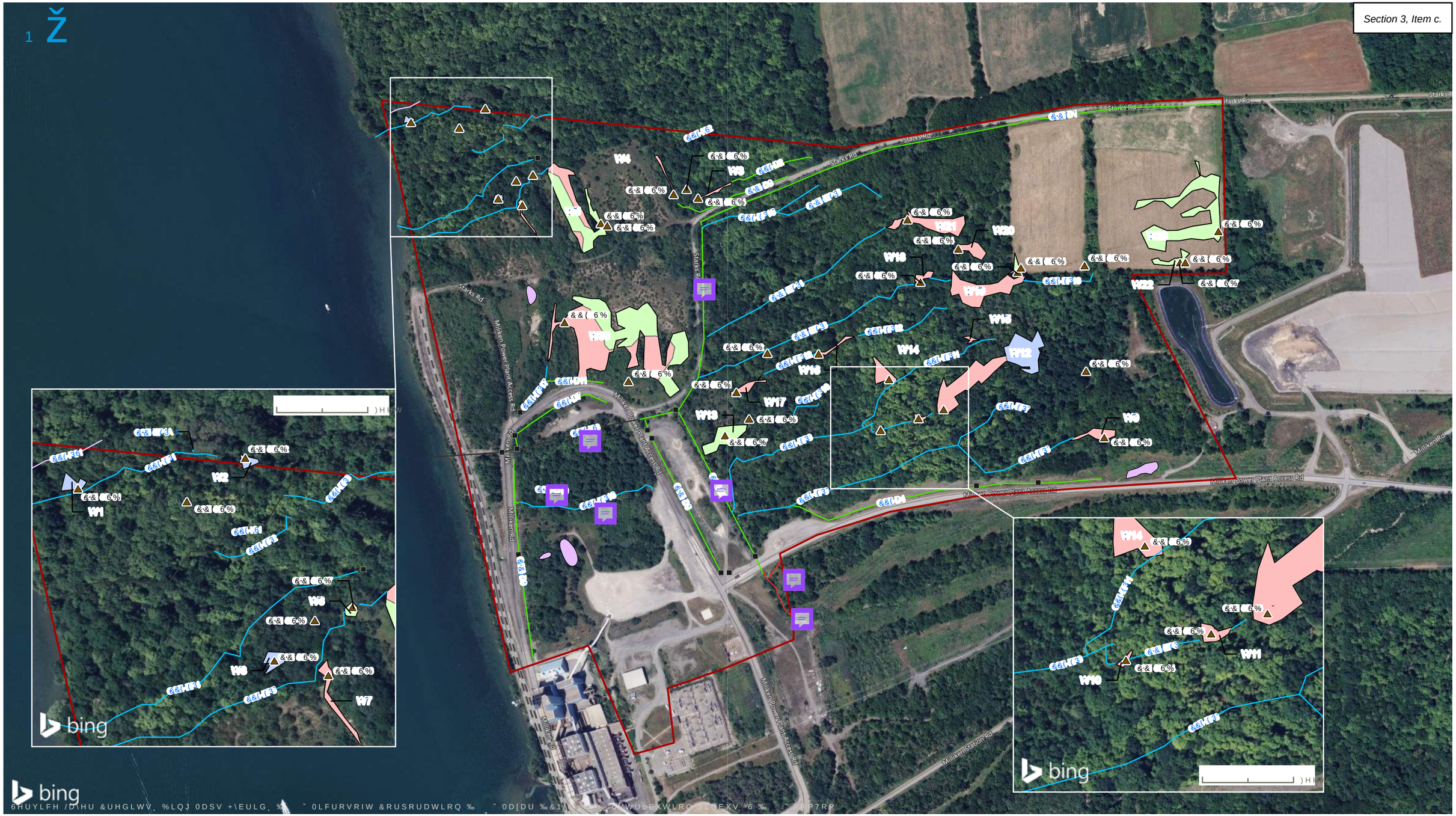

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RAMBOLL

ATTACHMENT 1
WETLAND DATA FORMS

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U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Tompkins | Sampling Date: 6/4/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-01
Investigator(s): Nathan Turk | Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Upper hill slope | Local relief (concave, convex, none): concave | Slope %: 3
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.61058395 | Long: -76.63815644 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No X (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetter than usual Spring season.
Wet boring for CCE-W1. Upper slope position saturated area upstream of channelized feature running downslope into Cayuga Lake.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1.5
Water Table Present?	Yes X	No ____	Depth (inches): 1
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 1

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Tilia americana*	15	Yes	FACU
3. *Carya ovata*	10	No	FACU
4.			
5.			
6.			
7.			
	55	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2. *Carya ovata*	5	Yes	FACU
3. *Quercus rubra*	1	No	FACU
4.			
5.			
6.			
7.			
	16	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Impatiens capensis*	45	Yes	FACW
2. *Melissa officinalis*	10	No	UPL
3. *Carex grisea*	10	No	FAC
4. *Tridens flavus*	10	No	UPL
5. *Ranunculus acris*	3	No	FAC
6. *Rhamnus cathartica*	2	No	FAC
7. *Alliaria petiolata*	2	No	FACU
8. *Solidago lepida*	2	No	FACU
9. *Rumex crispus*	2	No	FAC
10. *Carex intumescens*	2	No	FACW
11.			
12.			
	88	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1. *Vitis labrusca*	2	No	FACU
2.			
3.			
4.			
	2	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	47	x 2 =	94
FAC species	57	x 3 =	171
FACU species	35	x 4 =	140
UPL species	20	x 5 =	100
Column Totals:	159	(A)	505 (B)

Prevalence Index = B/A = 3.18

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

_X_ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 5	10YR 4/1	0					Loamy/Clayey	
5 - 12	10YR 4/2	98	10YR 4/6	2	C	M	Loamy/Clayey	
12 - 18	10YR 4/1	95	10YR 4/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Tompkins. | Sampling Date: 6/4/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: SB-CCE-02
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.61076873 | Long: -76.6367922 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for CCE-W2. Wet area upslope of EP1.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	60	Yes	FAC
2. *Carya ovata*	5	No	FACU
3.			
4.			
5.			
6.			
7.			
	65	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	15	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Equisetum arvense*	20	Yes	FAC
2. *Parthenocissus quinquefolia*	15	Yes	FACU
3. *Carex grayi*	10	No	FACW
4. *Agrostis gigantea*	10	No	FACW
5. *Geum canadense*	5	No	FAC
6. *Impatiens capensis*	5	No	FACW
7.			
8.			
9.			
10.			
11.			
12.			
	65	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	25	x 2 =	50
FAC species	100	x 3 =	300
FACU species	20	x 4 =	80
UPL species	0	x 5 =	0
Column Totals:	145 (A)		430 (B)

Prevalence Index = B/A = 2.97

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 4	10YR 4/1	100					Loamy/Clayey	
4 - 18	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing/Cayuga Sampling Date: 6/4/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-03
Investigator(s): Nathan Turk|Christopher Nack|Alan Gorski|Adam Go Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** Yes No X
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? Yes No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharum*	70	Yes	FACU
2. *Pinus strobus*	30	Yes	FACU
3. *Juniperus virginiana*	10	No	FACU
4.			
5.			
6.			
7.			
	110	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Acer saccharum*	10	Yes	FACU
2. *Quercus alba*	5	Yes	FACU
3. *Rhamnus cathartica*	3	No	FAC
4.			
5.			
6.			
7.			
	18	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Fragaria virginiana*	3	Yes	FACU
2. *Ilex opaca*	2	Yes	FACU
3. *Quercus alba*	2	Yes	FACU
4. *Rhamnus cathartica*	2	Yes	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	9	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 12.5% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	132	x 4 =	528
UPL species	0	x 5 =	0
Column Totals:	137 (A)		543 (B)

Prevalence Index = B/A = 3.96

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 4	10YR 4/4	100					Loamy/Clayey	
4 - 18	10YR 5/4	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing | Sampling Date: 6/5/2025
Applicant/Owner: | State: NY | Sampling Point: SB-CCE-04
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 5
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60955979 | Long: -76.63288698 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for CCE-W3.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer rubrum*	10	Yes	FAC
2. *Quercus rubra*	10	Yes	FACU
3. *Juglans nigra*	5	Yes	FACU
4.			
5.			
6.			
7.			
	50	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2. *Fraxinus pennsylvanica*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	30	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Solidago gigantea*	5	Yes	FACW
2. *Eupatorium perfoliatum*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	20	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 71.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	20	x 3 =	60
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	50 (A)		150 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 16	10YR 3/1	100					Muck	
16 - 18								

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- _X_ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** _X_ **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/5/2025
Applicant/Owner: Beowulf State: NY Sampling Point: SB-CCE-05
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: 42.6096105 Long: -76.63333601 Datum: NAD 83
Soil Map Unit Name: Hudson silty clay loam, 2 to 6 percent slopes NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No X	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W4

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	15	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	15	Yes	FAC
2. *Fraxinus pennsylvanica*	5	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	20	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Parthenocissus quinquefolia*	30	Yes	FACU
2. *Teucrium canadense*	30	Yes	FACW
3. *Phalaris arundinacea*	10	No	FACW
4. *Bidens frondosa*	10	No	FACW
5. *Solidago gigantea*	5	No	FACW
6. *Geum canadense*	5	No	FAC
7. *Alliaria petiolata*	3	No	FACU
8.			
9.			
10.			
11.			
12.			
	93	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1. *Toxicodendron radicans*	10	Yes	FAC
2. *Vitis labrusca*	5	Yes	FACU
3.			
4.			
	15	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 42.9% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	60	x 2 =	120
FAC species	20	x 3 =	60
FACU species	48	x 4 =	192
UPL species	0	x 5 =	0
Column Totals:	128	(A)	372 (B)

Prevalence Index = B/A = 2.91

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 10	10YR 4/1	97	10YR 5/6	3	C	PL	Loamy/Clayey	
10 - 18	10YR 4/2	100					Loamy/Clayey	Gravelly shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-06
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

UPL boring for wetlands 3 and 4

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Carya ovata*	30	Yes	FACU
2. *Quercus rubra*	10	Yes	FACU
3. *Quercus alba*	5	No	FACU
4. *Juniperus virginiana*	5	No	FACU
5.			
6.			
7.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Fragaria virginiana*	20	Yes	FACU
2. *Parthenocissus quinquefolia*	5	Yes	FACU
3. *Fraxinus pennsylvanica*	5	Yes	FACW
4. *Rosa multiflora*	5	Yes	FACU
5. *Solidago altissima*	5	Yes	FACU
6. *Rubus occidentalis*	3	No	ubus occidentalis
7. ~~*Solidago rugosa*~~	~~3~~	~~No~~	~~FAC~~
8. ~~*Carex cephalophora*~~	~~2~~	~~No~~	~~FACU~~
9. ~~*Oxalis stricta*~~		~~No~~	~~FACU~~
10.			
11.			
12.			
	48	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 25.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	13	x 3 =	39
FACU species	87	x 4 =	348
UPL species	0	x 5 =	0
Column Totals:	105 (A)		397 (B)

Prevalence Index = B/A = 3.78

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/3	100					Loamy/Clayey	
3 - 10	10YR 4/6	100					Loamy/Clayey	
10 - 18	10YR 6/3	100					Sandy	Shale gravel present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-07
Investigator(s): Christopher Nack|Nathan Turk | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60987019 | Long: -76.63591804 | Datum: NAD 83
Soil Map Unit Name: Rock outcrop | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W6

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- X Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 0
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2. *Fraxinus pennsylvanica*	10	No	FACW
3. *Juniperus virginiana*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	60 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Lemna minor*	35	Yes	OBL
2. *Lycopus americanus*	10	No	OBL
3. *Impatiens capensis*	10	No	FACW
4. *Bidens frondosa*	5	No	FACW
5. *Solidago altissima*	5	No	FACU
6. *Bromus inermis*	5	No	UPL
7.			
8.			
9.			
10.			
11.			
12.			
	70 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	45	x 1 =	45
FACW species	25	x 2 =	50
FAC species	40	x 3 =	120
FACU species	15	x 4 =	60
UPL species	5	x 5 =	25
Column Totals:	130 (A)		300 (B)

Prevalence Index = B/A = 2.31

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/1	95	10YR 5/6	5	C	M	Loamy/Clayey	
6 - 18	10YR 5/4	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-08
Investigator(s): Christopher Nack|Nathan Turk | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60946083 | Long: -76.63611337 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wetland boring for W7

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 0
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	35	Yes	FAC
2. *Fraxinus pennsylvanica*	5	No	FACW
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	50	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	50	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Bidens frondosa*	5	Yes	FACW
2. *Solidago rugosa*	5	Yes	FAC
3. *Eupatorium perfoliatum*	3	Yes	FACW
4. *Fraxinus pennsylvanica*	3	Yes	FACW
5. *Scirpus atrovirens*	3	Yes	OBL
6. *Eleocharis palustris*	2	No	OBL
7.			
8.			
9.			
10.			
11.			
12.			
	21	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	16	x 2 =	32
FAC species	90	x 3 =	270
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	111 (A)		307 (B)

Prevalence Index = B/A = 2.77

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 5/1	95	10YR 5/6	5	C	M	Loamy/Clayey	
6 - 8	10YR 5/1	100					Loamy/Clayey	Refusal at 8”

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) (**MLRA 145**)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-08
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60954798 | Long: -76.63655383 | Datum: NAD 83
Soil Map Unit Name: Rock outcrop | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

wet boring for W8

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 2
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Rhamnus cathartica*	60	Yes	FAC
2. *Salix nigra*	10	No	OBL
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Vincetoxicum rossicum*	30	Yes	incetoxicum rossicum
2. ~~*Agrostis gigantea*~~	~~5~~	~~No~~	~~FACW~~
3. ~~*Rosa multiflora*~~	~~5~~	~~No~~	~~FACU~~
4. ~~*Geum canadense*~~	~~5~~	~~No~~	~~FAC~~
5. ~~*Toxicodendron radicans*~~	~~5~~	~~No~~	~~FAC~~
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	50	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	5	x 2 =	10
FAC species	110	x 3 =	330
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	130 (A)		370 (B)

Prevalence Index = B/A = 2.85

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 6	10YR 4/1	100					Loamy/Clayey	
6 - 12	10YR 6/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
12 - 18	10YR 6/3	60	10YR 5/6	10	C	M	Loamy/Clayey	
	10YR 4/2	30						

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: NY Sampling Point: SB-CCE-10
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 3
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	20	Yes	FACU
2. *Rhamnus cathartica*	10	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	30	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	70	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2. *Lonicera morrowii*	10	Yes	FACU
3. *Rosa multiflora*	3	No	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	23	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	10	x 2 =	20
FAC species	80	x 3 =	240
FACU species	33	x 4 =	132
UPL species	0	x 5 =	0
Column Totals:	123 (A)		392 (B)

Prevalence Index = B/A = 3.19

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 10	10YR 4/4	100					Loamy/Clayey	Refusal at 10". Shale and gravel at 10".

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/5/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: SB-CCE-11
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60921448 | Long: -76.63467229 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loams, 2 to 6 percent slopes | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

wet boring for W5

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 5)			
1. *Agrostis gigantea*	50	Yes	FACW
2. *Scirpus atrovirens*	20	Yes	OBL
3. *Solidago rugosa*	10	Yes	FAC
4. *Fraxinus pennsylvanica*	10	Yes	FACW
5. *Eleocharis acicularis*	5	Yes	OBL
6. *Carex pellita*	2	Yes	OBL
7.			
8.			
9.			
10.			
11.			
12.			
	194 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	27	x 1 =	27
FACW species	60	x 2 =	120
FAC species	10	x 3 =	30
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	97 (A)		177 (B)

Prevalence Index = B/A = 1.82

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	100					Loamy/Clayey	
6 - 18	10YR 4/3	95	10YR 5/6	5	C	M	Loamy/Clayey	Shale/gravel in second soil horizon

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/5/2025
Applicant/Owner: State: Sampling Point: SB-CCE-12
Investigator(s): Christopher Nack|Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

Upland boring outside W5

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juniperus virginiana*	20	Yes	FACU
2. *Juglans nigra*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Juniperus virginiana*	10	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Agrostis gigantea*	30	Yes	FACW
2. *Dactylis glomerata*	25	Yes	FACU
3. *Carex pellita*	3	No	OBL
4. *Vicia caroliniana*		No	UPL
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	58	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 20.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	3	x 1 =	3
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	0	x 5 =	0
Column Totals:	93 (A)		303 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 10	10YR 4/3	100					Loamy/Clayey	
10 - 18	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Sampling Date: 6/6/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-13
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** Yes X No
Hydric Soil Present?	Yes X	No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- Marl Deposits (B15)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- Moss Trim Lines (B16)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- Shallow Aquitard (D3)
- Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes X	No	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No	Depth (inches): 0

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2. *Juglans nigra*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	40	Yes	FAC
2. *Fraxinus pennsylvanica*	15	Yes	FACW
3. *Lonicera morrowii*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	65	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	45	Yes	FACW
2. *Equisetum arvense*	30	Yes	FAC
3. *Agrostis gigantea*	15	No	FACW
4. *Parthenocissus quinquefolia*	10	No	FACU
5. *Solidago rugosa*	5	No	FAC
6. *Euthamia graminifolia*	5	No	FAC
7. *Ranunculus acris*	3	No	FAC
8.			
9.			
10.			
11.			
12.			
	113	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	85	x 2 =	170
FAC species	83	x 3 =	249
FACU species	25	x 4 =	100
UPL species	0	x 5 =	0
Column Totals:	193 (A)		519 (B)

Prevalence Index = B/A = 2.69

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 10	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- X Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Tompkins | Sampling Date: 6/9/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-14
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range: Lansing
Landform (hillside, terrace, etc.): Hillside | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60641 | Long: -76.62953 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loam 6 to 12 percent slope, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: ____
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer rubrum*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Acer rubrum*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Carex vulpinoidea*	30	Yes	OBL
2. *Bidens frondosa*	10	No	FACW
3. *Scirpus atrovirens*	10	No	OBL
4. *Solidago rugosa*	5	No	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	55	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	40	x 1 =	40
FACW species	10	x 2 =	20
FAC species	25	x 3 =	75
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	75 (A)		135 (B)

Prevalence Index = B/A = 1.80

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing/Topkins | Sampling Date: 6/9/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-15
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range: Lansing
Landform (hillside, terrace, etc.): Hillside | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: 42.60657 | Long: -76.62884 | Datum: NAD 83
Soil Map Unit Name: Hudson-Cayuga silt loam, 6 to 12 percent, eroded | NWI classification: NA
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: ____
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W11

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 1
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	25	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	25 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Parthenocissus inserta*	20	Yes	FACU
2. *Onoclea sensibilis*	20	Yes	FACW
3. *Carex vulpinoidea*	15	Yes	OBL
4. *Bidens frondosa*	10	No	FACW
5. *Impatiens capensis*	10	No	FACW
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	75 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	40	x 2 =	80
FAC species	25	x 3 =	75
FACU species	20	x 4 =	80
UPL species	0	x 5 =	0
Column Totals:	100 (A)		250 (B)

Prevalence Index = B/A = 2.50

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-16
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 14
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Rhamnus cathartica*	5	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Bidens frondosa*	10	Yes	FACW
2. *Onoclea sensibilis*	10	Yes	FACW
3. *Parthenocissus quinquefolia*	10	Yes	FACU
4. *Solidago rugosa*	10	Yes	FAC
5. *Scirpus atrovirens*	10	Yes	OBL
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	50 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 85.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	25	x 2 =	50
FAC species	15	x 3 =	45
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	60 (A)		145 (B)

Prevalence Index = B/A = 2.42

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	95	10YR 5/6	5	C	M	Mucky Loam/Clay	
3 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-117
Investigator(s): Nathan Turk Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes X	No	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
		=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	10	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Eleocharis palustris*	20	Yes	OBL
2. *Solidago altissima*	20	Yes	FACU
3. *Equisetum arvense*	10	Yes	FAC
4. *Galium mollugo*	10	Yes	FACU
5. *Vicia caroliniana*	10	Yes	UPL
6. *Carex vulpinoidea*	10	Yes	OBL
7. *Agrostis gigantea*	10	Yes	FACW
8.		No	
9.			
10.			
11.			
12.			
	90	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 62.5% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	30	x 1 =	30
FACW species	10	x 2 =	20
FAC species	20	x 3 =	60
FACU species	30	x 4 =	120
UPL species	10	x 5 =	50
Column Totals:	100 (A)		280 (B)

Prevalence Index = B/A = 2.80

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	
6 - 15	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	
15 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	Pieces of shale within this horizon

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-18
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	30	Yes	FACU
2. *Juniperus virginiana*	10	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Juglans nigra*	15	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	15	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Dactylis glomerata*	30	Yes	FACU
2. *Rubus occidentalis*	15	Yes	ubus occidentalis
3. ~~*Phalaris canariensis*~~	~~10~~	~~No~~	~~FACU~~
4. ~~*Agrostis gigantea*~~	~~5~~	~~No~~	~~FACW~~
5. ~~*Sisyrinchium angustifolium*~~	~~5~~	~~No~~	~~FAC~~
6. ~~*Ranunculus acris*~~	~~3~~	~~No~~	~~FAC~~
7. ~~*Carex granularis*~~	~~2~~	~~No~~	~~FACW~~
8. ~~*Plantago rugelii*~~	~~2~~	~~No~~	~~FAC~~
9.			
10.			
11.			
12.			
	72	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	7	x 2 =	14
FAC species	10	x 3 =	30
FACU species	95	x 4 =	380
UPL species	0	x 5 =	0
Column Totals:	112 (A)		424 (B)

Prevalence Index = B/A = 3.79

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes ___ No X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/2						Loamy/Clayey	
3 - 18	10YR 4/3						Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-19
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Lonicera morrowii*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	50	Yes	FACW
2. *Parthenocissus quinquefolia*	10	Yes	FACU
3. *Impatiens capensis*	10	Yes	FACW
4. *Solidago gigantea*	10	Yes	FACW
5. *Agrostis gigantea*	10	Yes	FACW
6. *Carex vulpinoidea*	10	Yes	OBL
7. *Eleocharis acicularis*	5	No	OBL
8. *Eupatorium perfoliatum*	3	No	FACW
9.			
10.			
11.			
12.			
	108 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	88	x 2 =	176
FAC species	0	x 3 =	0
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	118 (A)		251 (B)

Prevalence Index = B/A = 2.13

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Mucky Loam/Clay	
3 - 8	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	
8 - 18	10YR 4/3	95	10YR 5/6	5	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- X Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing Sampling Date: 6/9/2025
Applicant/Owner: State: NY Sampling Point: CCE-SB-20
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 10

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	5	Yes	FACW
2. *Lonicera morrowii*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	25	Yes	FACW
2. *Carex vulpinoidea*	15	Yes	OBL
3. *Parthenocissus quinquefolia*	10	No	FACU
4. *Agrostis gigantea*	5	No	FACW
5. *Circaea alpina*	3	No	FACW
6. *Toxicodendron radicans*	3	No	FAC
7. *Melissa officinalis*	3	No	UPL
8. *Erigeron philadelphicus*	3	No	FAC
9. *Geum canadense*	2	No	FAC
10.			
11.			
12.			
	69 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	38	x 2 =	76
FAC species	8	x 3 =	24
FACU species	15	x 4 =	60
UPL species	3	x 5 =	15
Column Totals:	79 (A)		190 (B)

Prevalence Index = B/A = 2.41

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 6	10YR 4/2	100					Loamy/Clayey	
6 - 18	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering | City/County: Lansing / Tompkins | Sampling Date: 6/11/2025
Applicant/Owner: Beowulf | State: NY | Sampling Point: CCE-SB-21
Investigator(s): Nathan Turk|Christopher Nack | Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain | Local relief (concave, convex, none): concave | Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 | Lat: | Long: | Datum: NAD 83
Soil Map Unit Name: | NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No	**Is the Sampled Area within a Wetland?** Yes X No
Hydric Soil Present?	Yes X No	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X No	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No	Depth (inches): 0.5
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? Yes X No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	5	Yes	FACU
2. *Populus deltoides*	3	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	8	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Lonicera morrowii*	10	Yes	FACU
3. *Rosa multiflora*	2	No	FACU
4.			
5.			
6.			
7.			
	42	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Eleocharis acicularis*	50	Yes	OBL
2. *Agrostis gigantea*	20	Yes	FACW
3. *Bromus inermis*	5	No	UPL
4. *Parthenocissus quinquefolia*	3	No	FACU
5. *Solidago rugosa*	2	No	FAC
6. *Carex spicata*	2	No	FACU
7. *Veronica chamaedrys*	2	No	UPL
8.			
9.			
10.			
11.			
12.			
	84	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	50	x 1 =	50
FACW species	20	x 2 =	40
FAC species	35	x 3 =	105
FACU species	22	x 4 =	88
UPL species	7	x 5 =	35
Column Totals:	134 (A)		318 (B)

Prevalence Index = B/A = 2.37

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [redacted]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 5	10YR 4/1						Mucky Loam/Clay	
5 - 12	10YR 4/2	98	10YR 5/6	2	C	M	Loamy/Clayey	Bits of shale and gravel

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: Bedrock

Depth (inches): 12

Hydric Soil Present? **Yes** X **No** ___

Remarks:
Refusal at 12" - shale and gravel immediately above refusal.

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/11/2025

Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-22

Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:

Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): none Slope %: 2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum: NAD 83

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes ____	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes ____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? Yes ____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [redacted]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2. *Juniperus virginiana*	5	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rosa multiflora*	20	Yes	FACU
2. *Lonicera morrowii*	20	Yes	FACU
3. *Rhamnus cathartica*	10	Yes	FAC
4.			
5.			
6.			
7.			
	50	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Onoclea sensibilis*	20	Yes	FACW
2. *Parthenocissus quinquefolia*	15	Yes	FACU
3. *Symphyotrichum ontarionis*	10	Yes	FAC
4. *Lonicera morrowii*	10	Yes	FACU
5. *Agrostis gigantea*	5	No	FACW
6. *Athyrium angustum*	5	No	FAC
7. *Rosa multiflora*	3	No	FACU
8. *Circaea canadensis*	3	No	FACU
9. *Fragaria virginiana*	3	No	FACU
10. *Vicia caroliniana*	3	No	UPL
11.			
12.			
	77	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 9 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 44.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	45	x 2 =	90
FAC species	25	x 3 =	75
FACU species	79	x 4 =	316
UPL species	3	x 5 =	15
Column Totals:	152	(A)	496 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes ___ No X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 12	10YR 4/3	98	10YR 5/6	2	C	M	Loamy/Clayey	
12 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/11/2025
Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-23
Investigator(s): Nathan Turk|Christopher Nack Section, Township, Range:
Landform (hillside, terrace, etc.): Lake plain Local relief (concave, convex, none): concave Slope %: 2
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W18

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No X	Depth (inches): ____
Water Table Present?	Yes ____	No X	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	30	Yes	FAC
2. *Juglans nigra*	5	No	FACU
3. *Lonicera morrowii*	5	No	FACU
4. *Rosa multiflora*	5	No	FACU
5.			
6.			
7.			
	45 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Matteuccia struthiopteris*	40	Yes	FAC
2. *Carex vulpinoidea*	10	No	OBL
3. *Solidago rugosa*	10	No	FAC
4. *Fraxinus pennsylvanica*	5	No	FACW
5. *Parthenocissus quinquefolia*	5	No	FACU
6. *Rosa multiflora*	2	No	FACU
7. *Toxicodendron radicans*	2	No	FAC
8.			
9.			
10.			
11.			
12.			
	74 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	5	x 2 =	10
FAC species	82	x 3 =	246
FACU species	22	x 4 =	88
UPL species	0	x 5 =	0
Column Totals:	119 (A)		354 (B)

Prevalence Index = B/A = 2.97

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 4	10YR 4/1	100					Loamy/Clayey	
4 - 10	10YR 4/2	90	10YR 5/6	10	C	M	Loamy/Clayey	
10 - 18	10YR 4/3	90	10YR 5/6	10	C	M	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Sampling Date: 6/11/2025
Applicant/Owner: State: Sampling Point: CCE-SB26
Investigator(s): Section, Township, Range:
Landform (hillside, terrace, etc.): Local relief (concave, convex, none): none Slope %: 5
Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No X	Depth (inches):
Water Table Present?	Yes	No X	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No X	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	15	Yes	FACU
2. *Fraxinus pennsylvanica*	10	Yes	FACW
3.			
4.			
5.			
6.			
7.			
	25	=Total Cover	

Sapling/Shrub Stratum (Plot size: 15)			
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2. *Rubus alumnus*	15	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	35	=Total Cover	

Herb Stratum (Plot size: 5)			
1. *Alliaria petiolata*	40	Yes	FACU
2. *Ageratina altissima*	15	Yes	FACU
3. *Hesperis matronalis*	10	No	FACU
4. *Parthenocissus inserta*	10	No	FACU
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	75	=Total Cover	

Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	105	x 4 =	420
UPL species	0	x 5 =	0
Column Totals:	135 (A)		480 (B)

Prevalence Index = B/A = 3.56

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL INDICATORS FLAGGED FOR QAQC

SOIL

Sampling Point: [redacted]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0 - 2	10YR 4/2	100					Loamy/Clayey	
2 - 18	10YR 4/3	100					Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) **(LRR R, MLRA 149B)**
- ___ Thin Dark Surface (S9) **(LRR R, MLRA 149B)**
- ___ High Chroma Sands (S11) **(LRR K, L)**
- ___ Loamy Mucky Mineral (F1) **(LRR K, L)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) **(LRR K, L)**
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) **(LRR K, L, MLRA 149B)**
- ___ Coast Prairie Redox (A16) **(LRR K, L, R)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR K, L, R)**
- ___ Polyvalue Below Surface (S8) **(LRR K, L)**
- ___ Thin Dark Surface (S9) **(LRR K, L)**
- ___ Iron-Manganese Masses (F12) **(LRR K, L, R)**
- ___ Piedmont Floodplain Soils (F19) **(MLRA 149B)**
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 27

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson Cayuga NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wet sample point for CCE-W22

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- X Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 27

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	10	No	FACU
2. *Juncus tenuis*	50	Yes	FAC
3. *Carex granularis*	5	No	FACW
4. *Carex vulpinoidea*	15	Yes	OBL
5. *Holcus lanatus*	15	Yes	FACU
6. *Lotus corniculatus*	5	No	FACU
7. *Euthamia graminifolia*	10	No	FAC
8. *Solidago canadensis*	10	No	FACU
9. *Barbarea vulgaris*	5	No	FAC
10. *Phleum pratense*	5	No	FACU
11.			
12.			
	130 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	15	x 1 =	15
FACW species	5	x 2 =	10
FAC species	65	x 3 =	195
FACU species	45	x 4 =	180
UPL species	0	x 5 =	0
Column Totals:	130 (A)		400 (B)

Prevalence Index = B/A = 3.08

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 27

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	gravelly
4-8	10YR 4/2	90	10YR 4/4	10	C		Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

Refusal at 8 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 28

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)
Upland sampling point for CCE-W22

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 28

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	20	Yes	FACU
2. *Holcus lanatus*	40	Yes	FACU
3. *Juncus tenuis*	15	No	FAC
4. *Carex granularis*	5	No	FACW
5. *Lotus corniculatus*	25	Yes	FACU
6. *Asclepias syriaca*	15	No	UPL
7. *Taraxacum officinale*	10	No	FACU
8. *Sisyrinchium angustifolium*	8	No	FAC
9. *Daucus carota*	5	No	UPL
10. *Phleum pratense*	5	No	FACU
11.			
12.			
	148 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	23	x 3 =	69
FACU species	100	x 4 =	400
UPL species	20	x 5 =	100
Column Totals:	148 (A)		579 (B)

Prevalence Index = B/A = 3.91

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 28

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	
4-8	10YR 3/3	100					Loamy/Clayey	
8-15	10YR 4/2	50	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

Additional matrix color in 8-15 inch depth of 10YR 3/2 at 45%.

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 29

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Lima NWI classification: PEM

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland sample point for CCE-W23

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

___ Surface Water (A1)	___ Water-Stained Leaves (B9)	___ Surface Soil Cracks (B6)
X High Water Table (A2)	___ Aquatic Fauna (B13)	___ Drainage Patterns (B10)
X Saturation (A3)	___ Marl Deposits (B15)	___ Moss Trim Lines (B16)
___ Water Marks (B1)	___ Hydrogen Sulfide Odor (C1)	___ Dry-Season Water Table (C2)
___ Sediment Deposits (B2)	___ Oxidized Rhizospheres on Living Roots (C3)	___ Crayfish Burrows (C8)
___ Drift Deposits (B3)	___ Presence of Reduced Iron (C4)	___ Saturation Visible on Aerial Imagery (C9)
___ Algal Mat or Crust (B4)	___ Recent Iron Reduction in Tilled Soils (C6)	___ Stunted or Stressed Plants (D1)
___ Iron Deposits (B5)	___ Thin Muck Surface (C7)	X Geomorphic Position (D2)
___ Inundation Visible on Aerial Imagery (B7)	___ Other (Explain in Remarks)	X Shallow Aquitard (D3)
___ Sparsely Vegetated Concave Surface (B8)		___ Microtopographic Relief (D4)
		X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes X	No _____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 3

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 29

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Phalaris arundinacea*	20	No	FACW
2. *Juncus tenuis*	35	Yes	FAC
3. *Carex vulpinoidea*	40	Yes	OBL
4. *Euthamia graminifolia*	5	No	FAC
5. *Lolium perenne*	5	No	FACU
6. *Holcus lanatus*	10	No	FACU
7.			
8.			
9.			
10.			
11.			
12.			
	115 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	40	x 1 =	40
FACW species	20	x 2 =	40
FAC species	40	x 3 =	120
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	115 (A)		260 (B)

Prevalence Index = B/A = 2.26

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 29

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					Loamy/Clayey	
6-12	10YR 4/1	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:
Refusal at 12 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 30

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: _____ NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wet sample point for CCE-W23

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

___ Surface Water (A1)	___ Water-Stained Leaves (B9)	___ Surface Soil Cracks (B6)
X High Water Table (A2)	___ Aquatic Fauna (B13)	___ Drainage Patterns (B10)
X Saturation (A3)	___ Marl Deposits (B15)	___ Moss Trim Lines (B16)
___ Water Marks (B1)	___ Hydrogen Sulfide Odor (C1)	___ Dry-Season Water Table (C2)
___ Sediment Deposits (B2)	___ Oxidized Rhizospheres on Living Roots (C3)	___ Crayfish Burrows (C8)
___ Drift Deposits (B3)	___ Presence of Reduced Iron (C4)	___ Saturation Visible on Aerial Imagery (C9)
___ Algal Mat or Crust (B4)	___ Recent Iron Reduction in Tilled Soils (C6)	___ Stunted or Stressed Plants (D1)
___ Iron Deposits (B5)	___ Thin Muck Surface (C7)	X Geomorphic Position (D2)
___ Inundation Visible on Aerial Imagery (B7)	___ Other (Explain in Remarks)	X Shallow Aquitard (D3)
___ Sparsely Vegetated Concave Surface (B8)		___ Microtopographic Relief (D4)
		___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes X	No _____	Depth (inches): 6
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 5

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 56

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Juncus tenuis*	65	Yes	FAC
2. *Carex vulpinoidea*	10	No	OBL
3. *Lolium perenne*	10	No	FACU
4. *Euthamia graminifolia*	10	No	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	95 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	0	x 2 =	0
FAC species	75	x 3 =	225
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	95 (A)		275 (B)

Prevalence Index = B/A = 2.89

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 30

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					Loamy/Clayey	
6-12	10YR 4/1	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

Refusal at 12 inches, gravel present

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 31

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 3-5

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Lima NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: S1

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Securigera varia*	40	Yes	UPL
2. *Lolium perenne*	40	Yes	FACU
3. *Taraxacum officinale*	10	No	FACU
4. *Daucus carota*	5	No	UPL
5. *Symphyotrichum lateriflorum*	5	No	FAC
6. *Plantago lanceolata*	5	No	FACU
7. *Lotus corniculatus*	25	No	FACU
8.			
9.			
10.			
11.			
12.			
	130 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	80	x 4 =	320
UPL species	45	x 5 =	225
Column Totals:	130 (A)		560 (B)

Prevalence Index = B/A = 4.31

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

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Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: S1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-6	10YR 4/2	100					Loamy/Clayey	
6-18	10YR 4/3	95	10YR 4/4	5	C	M	Loamy/Clayey	Faint redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
Soil gravelly

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 32

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 2-4

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Hudson-Cayuga NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)
Upland sample point in potential wet area in corner of western field

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Some surfave moisture present - recent precipitation likely cause.

VEGETATION – Use scientific names of plants. Sampling Point: S2

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	40	Yes	FACU
2. *Juncus tenuis*	50	Yes	FAC
3. *Carex vulpinoidea*	25	Yes	OBL
4. *Holcus lanatus*	20	No	FACU
5. *Lotus corniculatus*	20	No	FACU
6. *Symphyotrichum lateriflorum*	10	No	FAC
7. *Rubus flagellaris*	5	No	FACU
8. *Carex granularis*	5	No	FACW
9. *Plantago major*	5	No	FACU
10. *Phleum pratense*	5	No	FACU
11. *Daucus carota*	5	No	UPL
12.			
	190 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	25	x 1 =	25
FACW species	5	x 2 =	10
FAC species	60	x 3 =	180
FACU species	95	x 4 =	380
UPL species	5	x 5 =	25
Column Totals:	190 (A)		620 (B)

Prevalence Index = B/A = 3.26

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 02

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/3	98	10YR 4/4	2	C	M	Loamy/Clayey	Faint redox concentrations
4-8	10YR 3/6	90	10YR 4/2	10	C	M	Loamy/Clayey	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

Refusal at 8 inches

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 33

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 1-2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Ovid NWI classification: PEM/SS

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** **Yes** X **No** _____
Hydric Soil Present?	Yes X	No _____	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes X	No _____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland hole for CCE W18

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No _____	Depth (inches): 0.5
Water Table Present?	Yes X	No _____	Depth (inches): 1
Saturation Present? (includes capillary fringe)	Yes X	No _____	Depth (inches): 0

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: 55

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 3m)			
1. *Fraxinus pennsylvanica*	10	Yes	FACW
2.			
3.			
4.			
5.			
6.			
7.			
	10 =Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Epilobium coloratum*	30	Yes	OBL
2. *Euthamia graminifolia*	20	Yes	FAC
3. *Solidago altissima*	10	Yes	FACU
4. *Apocynum cannabinum*	10	Yes	FAC
5. *Persicaria pensylvanica*	10	Yes	FACW
6. *Lolium perenne*	10	Yes	FACU
7. *Rumex crispus*	5	No	FAC
8. *Cardamine hirsuta*	5	No	FACU
9. *Ranunculus acris*	5	No	FAC
10.			
11.			
12.			
	105 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 71.4% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	30	x 1 =	30
FACW species	20	x 2 =	40
FAC species	40	x 3 =	120
FACU species	25	x 4 =	100
UPL species	0	x 5 =	0
Column Totals:	115 (A)		290 (B)

Prevalence Index = B/A = 2.52

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 33

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	
4-10	10YR 4/2	95	10YR 4/4	5	C	M	Loamy/Clayey	Distinct redox concentrations
10-18	10YR 3/3	70	10YR 3/1	25	D	M	Loamy/Clayey	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

Additional redox concentration observed in the soil matrix at 5% = 10YR 3/4/

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: _____ City/County: _____ Sampling Date: 6/13/2025

Applicant/Owner: _____ State: NY Sampling Point: 34

Investigator(s): K Buelow, R Chiarello Section, Township, Range: _____

Landform (hillside, terrace, etc.): hillside Local relief (concave, convex, none): none Slope %: 1-2

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: _____ Long: _____ Datum: _____

Soil Map Unit Name: Ovid NWI classification: _____

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No X	**Is the Sampled Area within a Wetland?** **Yes** _____ **No** X
Hydric Soil Present?	Yes _____	No X	If yes, optional Wetland Site ID: _____
Wetland Hydrology Present?	Yes _____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No X	Depth (inches): _____
Water Table Present?	Yes _____	No X	Depth (inches): _____
Saturation Present? (includes capillary fringe)	Yes _____	No X	Depth (inches): _____

Wetland Hydrology Present? **Yes** _____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: S4

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Herb Stratum (Plot size: 1m)			
1. *Lolium perenne*	30	Yes	FACU
2. *Solidago altissima*	20	Yes	FACU
3. *Juncus tenuis*	20	Yes	FAC
4. *Daucus carota*	15	No	UPL
5. *Leucanthemum vulgare*	15	No	UPL
6. *Ranunculus acris*	5	No	FAC
7. *Medicago lupulina*	5	No	FACU
8. *Plantago major*	5	No	FACU
9. *Fraxinus pennsylvanica*	5	No	FACW
10.			
11.			
12.			
	120 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	25	x 3 =	75
FACU species	60	x 4 =	240
UPL species	30	x 5 =	150
Column Totals:	120 (A)		475 (B)

Prevalence Index = B/A = 3.96

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: S4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/3	60					Loamy/Clayey	2nd matix 10YR 3/2 at 40%
6-18	10YR 3/4	70					Loamy/Clayey	2nd matix 10YR 3/2 at 30%

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/13/2025

Applicant/Owner: State: Sampling Point: CCE-SB40

Investigator(s): Section, Township, Range:

Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:

Subregion (LRR or MLRA): Lat: Long: Datum:

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes	No X	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	No	Depth (inches):
Water Table Present?	Yes	No	Depth (inches):
Saturation Present? (includes capillary fringe)	Yes	No	Depth (inches):

Wetland Hydrology Present? **Yes** **No X**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point:

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juniperus virginiana*	5	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	5	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	70	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	70	=Total Cover	
Herb Stratum (Plot size: 5)			
1. *Galium mollugo*	15	Yes	FACU
2. *Lotus corniculatus*	15	Yes	FACU
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Juncus tenuis*	15	Yes	FAC
5. *Daucus carota*	10	No	UPL
6. *Fragaria virginiana*	3	No	FACU
7. *Euthamia graminifolia*	3	No	FAC
8. *Elaeagnus angustifolia*	3	No	FACU
9. *Symphyotrichum lateriflorum*	2	No	FAC
10.			
11.			
12.			
	81	=Total Cover	
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	90	x 3 =	270
FACU species	41	x 4 =	164
UPL species	10	x 5 =	50
Column Totals:	156 (A)		514 (B)

Prevalence Index = B/A = 3.29

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 4	10YR 4/2	100					Loamy/Clayey	
4 - 8	10YR 4/3	100					Loamy/Clayey	Shale present
8 - 18	10YR 4/3	95	10YR 4/6	5	C	PL	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ____ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Cayuga Concept Engineering City/County: Lansing / Tompkins Sampling Date: 6/13/2025

Applicant/Owner: Beowulf State: NY Sampling Point: CCE-SB-41

Investigator(s): Section, Township, Range:

Landform (hillside, terrace, etc.): Local relief (concave, convex, none): Slope %:

Subregion (LRR or MLRA): LRR L, MLRA 101 Lat: Long: Datum:

Soil Map Unit Name: NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ____ (If no, explain in Remarks.)

Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes ____ No ____

Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID:
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)

Wet boring for W30

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ____	Depth (inches): 0.5
Water Table Present?	Yes X	No ____	Depth (inches): 10
Saturation Present? (includes capillary fringe)	Yes X	No ____	Depth (inches): 10

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: [illegible]

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
6.			
7.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1. *Rhamnus cathartica*	60	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	60 =Total Cover		
Herb Stratum (Plot size: 5)			
1. *Eleocharis tenuis*	20	Yes	FACW
2. *Euthamia graminifolia*	20	Yes	FAC
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Agrostis gigantea*	10	No	FACW
5. *Carex vulpinoidea*	10	No	OBL
6. *Galium mollugo*	10	No	FACU
7. *Lotus corniculatus*	5	No	FACU
8. *Juniperus virginiana*	2	No	FACU
9.			
10.			
11.			
12.			
	92 =Total Cover		
Woody Vine Stratum (Plot size: 30)			
1.			
2.			
3.			
4.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	45	x 2 =	90
FAC species	80	x 3 =	240
FACU species	17	x 4 =	68
UPL species	0	x 5 =	0
Column Totals:	152 (A)		408 (B)

Prevalence Index = B/A = 2.68

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: [illegible]

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0 - 3	10YR 4/1	100					Loamy/Clayey	
3 - 8	10YR 4/2	95	10YR 5/6	5	C	M	Loamy/Clayey	
8 - 18	10YR 4/3	85	10YR 5/6	15	C	M	Loamy/Clayey	Shale present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L**)
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ____

Remarks:

ATTACHMENT 2
WETLAND PHOTOGRAPH LOG

Confidential

118Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
1	6/4/2025

Description

CCE-SB-01

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
2	6/4/2025

Description

CCE-SB-02

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
3	6/4/2025

Description

CCE-SB-03

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
4	6/5/2025

Description

CCE-SB-04

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
5	6/5/2025

Description

CCE-SB-05

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
6	6/5/2025

Description

CCE-SB-06

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
7	6/5/2025

Description

CCE-SB-07

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
8	6/5/2025

Description

CCE-SB-08

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
9	6/5/2025

Description

CCE-SB-09

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
10	6/5/2025

Description

CCE-SB-10

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
11	6/5/2025

Description

CCE-SB-11

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
12	6/5/2025

Description

CCE-SB-12

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
13	6/6/2025

Description

CCE-SB-13

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
14	6/6/2025

Description

CCE-SB-14

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
15	6/6/2025

Description

CCE-SB-15

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
16	6/9/2025

Description

CCE-SB-16

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
17	6/9/2025

Description

CCE-SB-17

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
18	6/9/2025

Description

CCE-SB-18

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
19	6/9/2025

Description

CCE-SB-19

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
20	6/9/2025

Description

CCE-SB-20

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
21	6/11/2025

Description

CCE-SB-21

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
22	6/11/2025

Description

CCE-SB-22

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
23	6/11/2025

Description

CCE-SB-23

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
24	6/11/2025

Description

CCE-SB-24

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
25	6/11/2025

Description

CCE-SB-25

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
26	6/11/2025

Description

CCE-SB-26

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
27	6/13/2025

Description

CCE-SB-27

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
28	6/13/2025

Description

CCE-SB-28

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
29	6/13/2025	
Description		
CCE-SB-29		

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:	
30	6/13/2025	
Description		
CCE-SB-32		

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
31	6/13/2025

Description

CCE-SB-33

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
32	6/13/2025

Description

CCE-SB-34

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
33	6/13/2025

Description

CCE-SB-40

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
34	6/13/2025

Description

CCE-SB-41

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
35	6/4/2025

Description

CCE-PS1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
36	6/4/2024

Description

CCE-IS1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
37	6/4/2025

Description

CCE-IS2

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
38	6/4/2025

Description

CCE-EP1

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
39	6/4/2025

Description

CCE-EP1a

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
40	6/4/2024

Description

CCE-EP2

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
41	6/4/2025

Description

CCE-EP3

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
42	9/12/2024

Description

CCE-EP4

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
43	6/6/2025

Description

CCE-EP6

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
44	6/6/2025

Description

CCE-EP7

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
45	6/6/2025

Description

CCE-EP8

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
46	6/6/2025

Description

CCE-EP10

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
47	6/6/2025

Description

CCE-EP11

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
48	6/9/2025

Description

CCE-EP12

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
49	6/9/2025

Description

CCE-EP13

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
50	6/9/2025

Description

CCE-EP14

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
51	6/9/2025

Description

CCE-EP16

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
52	9/13/2024

Description

CCE-EP17

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
53	6/9/2025

Description

CCE-EP18

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
54	9/13/2024

Description

CCE-IS3

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
55	6/5/2025

Description

Ditch 1

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
56	6/5/2024

Description

Ditch 2

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
57	6/13/2025

Description

Ditch 6

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
58	6/13/2025

Description

Ditch 7

Confidential

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
59	6/13/2025

Description

Ditch 9

Client Name:	Site Location:	Project No.
Cayuga Concept Engineering	Tompkins County, Lansing, NY	1940113922-001

Photo No.	Date:
60	6/13/2025

Description

Ditch 10

ATTACHMENT 3
SOIL MAP

Confidential

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Tompkins County, New York

Cayuga Concept Engineering Wetland Delineation

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface.....2
How Soil Surveys Are Made.....5
Soil Map.....8
Soil Map.....9
Legend.....10
Map Unit Legend.....11
Map Unit Descriptions.....11
Tompkins County, New York.....13
HsB—Hudson silty clay loam, 2 to 6 percent slopes.....13
HuB—Hudson-Cayuga silt loams, 2 to 6 percent slopes.....14
HuC3—Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded.....16
HuD—Hudson-Cayuga silt loams, 12 to 20 percent slopes.....18
LmB—Lima silt loam, 3 to 8 percent slopes.....20
Mc—Made land.....22
OaA—Ovid silt loam, 0 to 6 percent slopes.....23
RkB—Rhinebeck silt loam, 2 to 6 percent slopes.....24
Ro—Rock outcrop.....26
W—Water.....26
References.....27

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map

Map Scale: 1:8,350 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 400 800 1600 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tompkins County, New York
Survey Area Data: Version 20, Aug 29, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 1, 2020—Oct 1, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HsB	Hudson silty clay loam, 2 to 6 percent slopes	32.8	16.9%
HuB	Hudson-Cayuga silt loams, 2 to 6 percent slopes	51.1	26.3%
HuC3	Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded	40.4	20.8%
HuD	Hudson-Cayuga silt loams, 12 to 20 percent slopes	5.0	2.6%
LmB	Lima silt loam, 3 to 8 percent slopes	2.0	1.1%
Mc	Made land	5.5	2.9%
OaA	Ovid silt loam, 0 to 6 percent slopes	37.4	19.2%
RkB	Rhinebeck silt loam, 2 to 6 percent slopes	10.3	5.3%
Ro	Rock outcrop	9.4	4.8%
W	Water	0.2	0.1%
Totals for Area of Interest		**194.2**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the

scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Tompkins County, New York

HsB—Hudson silty clay loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xm6
Elevation: 300 to 1,800 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hudson and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silty clay loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Cayuga

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

HuB—Hudson-Cayuga silt loams, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xm9
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None

Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest, tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent

Hydric soil rating: No

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

HuC3—Hudson-Cayuga silt loams, 6 to 12 percent slopes, eroded

Map Unit Setting

National map unit symbol: 9xmc
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest, tread
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 6 to 12 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Kendaia

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

Ovid

Percent of map unit: 5 percent

Hydric soil rating: No

HuD—Hudson-Cayuga silt loams, 12 to 20 percent slopes

Map Unit Setting

National map unit symbol: 9xmd
Elevation: 300 to 2,460 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Hudson and similar soils: 50 percent
Cayuga and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hudson

Setting

Landform: Lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Riser
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 36 inches: silty clay loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 12 to 20 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain

Hydric soil rating: No

Description of Cayuga

Setting

Landform: Till plains, lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Side slope, riser
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Clayey glaciolacustrine deposits over loamy till derived from limestone, dolomite, sandstone, or shale

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 30 inches: silty clay
H3 - 30 to 60 inches: gravelly loam

Properties and qualities

Slope: 12 to 20 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 13 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Lansing

Percent of map unit: 5 percent
Hydric soil rating: No

Collamer

Percent of map unit: 5 percent
Hydric soil rating: No

LmB—Lima silt loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w3kk
Elevation: 380 to 1,680 feet
Mean annual precipitation: 31 to 57 inches
Mean annual air temperature: 41 to 50 degrees F
Frost-free period: 100 to 190 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Lima and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Lima

Setting

Landform: Till plains, ridges, drumlins
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Calcareous loamy lodgment till derived from limestone, sandstone, and shale

Typical profile

Ap - 0 to 9 inches: silt loam
Bt/E - 9 to 12 inches: loam
Bt1 - 12 to 16 inches: loam
Bt2 - 16 to 25 inches: gravelly loam
C - 25 to 79 inches: gravelly loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 1.42 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 40 percent
Available water supply, 0 to 60 inches: Moderate (about 7.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: B/D
Ecological site: F101XY013NY - Moist Till
Hydric soil rating: No

Minor Components

Honeoye

Percent of map unit: 6 percent
Landform: Ridges, till plains, drumlins
Landform position (two-dimensional): Summit, backslope, shoulder
Landform position (three-dimensional): Crest, side slope
Down-slope shape: Linear, convex
Across-slope shape: Convex
Hydric soil rating: No

Appleton

Percent of map unit: 3 percent
Landform: Ridges, drumlins, till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Kendaia

Percent of map unit: 3 percent
Landform: Ridges, till plains, drumlins
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Cazenovia

Percent of map unit: 2 percent
Landform: Reworked lake plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Concave
Across-slope shape: Convex
Hydric soil rating: No

Lyons

Percent of map unit: 1 percent
Landform: Drainageways, depressions
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Mc—Made land

Map Unit Setting

National map unit symbol: 9xnd
Elevation: 160 to 1,970 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Udorthents and similar soils: 70 percent
Minor components: 30 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udorthents

Typical profile

H1 - 0 to 4 inches: channery loam
H2 - 4 to 70 inches: very gravelly sandy loam

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.06 to 5.95 in/hr)
Depth to water table: About 36 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: Low (about 5.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Phelps

Percent of map unit: 5 percent
Hydric soil rating: No

Lamson

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Alden

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Bath

Percent of map unit: 5 percent
Hydric soil rating: No

Erie

Percent of map unit: 5 percent
Hydric soil rating: No

Conesus

Percent of map unit: 5 percent
Hydric soil rating: No

OaA—Ovid silt loam, 0 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xnm
Elevation: 250 to 1,000 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Ovid and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ovid

Setting

Landform: Till plains, reworked lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy till with a significant component of reddish shale or reddish glaciolacustrine clays, mixed with limestone and some sandstone

Typical profile

H1 - 0 to 14 inches: silt loam
H2 - 14 to 24 inches: silty clay loam
H3 - 24 to 60 inches: gravelly loam

Properties and qualities

Slope: 0 to 6 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Available water supply, 0 to 60 inches: Moderate (about 8.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F101XY013NY - Moist Till
Hydric soil rating: No

Minor Components

Rhinebeck

Percent of map unit: 5 percent
Hydric soil rating: No

Cayuga

Percent of map unit: 5 percent
Hydric soil rating: No

Lyons

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Ilion

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Kendaia

Percent of map unit: 5 percent
Hydric soil rating: No

RkB—Rhinebeck silt loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 9xp1
Elevation: 80 to 1,000 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Rhinebeck and similar soils: 75 percent

Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rhinebeck

Setting

Landform: Lake plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Clayey and silty glaciolacustrine deposits

Typical profile

H1 - 0 to 12 inches: silt loam
H2 - 12 to 23 inches: silty clay loam
H3 - 23 to 60 inches: silty clay loam

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Available water supply, 0 to 60 inches: Moderate (about 8.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F101XY009NY - Moist Lake Plain
Hydric soil rating: No

Minor Components

Madalin

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Ovid

Percent of map unit: 5 percent
Hydric soil rating: No

Canandaigua

Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Niagara

Percent of map unit: 5 percent
Hydric soil rating: No

Hudson

Percent of map unit: 5 percent

Hydric soil rating: No

Ro—Rock outcrop

Map Unit Setting

National map unit symbol: 9xp3
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Rock outcrop: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rock Outcrop

Properties and qualities

Slope: 0 to 25 percent
Depth to restrictive feature: 0 to 10 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: Unranked

W—Water

Map Unit Setting

National map unit symbol: 1nc3d
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

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ATTACHMENT 4
NEW YORK STATE AND NATIONAL WETLAND INVENTORY MAPPING

Confidential

Cayuga Concept Engineering Wetland Delineation

July 7, 2025

Map Layers

- Waterbody Classifications for Rivers/Streams
- Waterbody Classifications for Lakes

Wetland Layers

- Previously Mapped Freshwater Wetlands
- Informational Freshwater Wetland Mapping

1:9,028

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

EagleView, New York State, Maxar, County of Tompkins, Esri, HERE, Garmin, iPC

953

NYS Department of Environmental Conservation
Not a legal document

U.S. Fish and Wildlife Service
National Wetlands Inventory

Cayuga Concept Engineering Deli

July 7, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

ATTACHMENT 5
FLOODPLAIN MAP

Confidential

76°38'0"W

42° 37'30.03" N,
76° 39'22.51" W

42° 37'30.03" N,
76° 37'30.01" W

42° 35'37.53" N,
76° 39'22.51" W

42° 35'37.53" N,
76° 37'30.01" W

42°36'0"N

42°36'0"N

76°38'0"W

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available effective flood hazard information for your community, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be downloaded from the website. Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be acquired directly from the Flood Map Service Center at the website listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map: Orthoimagery. Last refreshed October, 2020.

Note: Some Special Flood Hazard Areas with elevations may not appear with elevation labels if the Base Flood Elevation or Cross-section line which communicates the elevation for the location appears on the adjacent panel. Please see the Panel Locator Diagram on this map panel to determine the adjacent panel and find the elevation feature there, or alternatively use the Flood Insurance Study report for detailed elevations by flood source.

SCALE

N

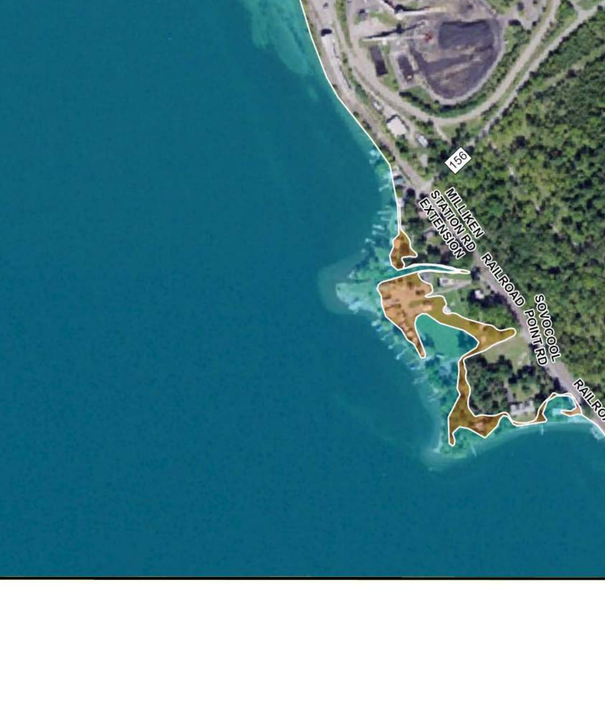
1 inch = 500 feet 1:6,000

0 250 500 1,000 1,500 2,000 feet

0 50 100 200 300 400 meters

Map Projection:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Vertical Datum: NAVD88

PANEL LOCATOR



*PANEL NOT PRINTED

FEMA National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

TOMPKINS COUNTY
NEW YORK
ALL JURISDICTIONS

FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
TOWN OF LANSING	360852	0057	D

MAP NUMBER
36109C0057D
EFFECTIVE DATE
June 18, 2025

Section 5
Stormwater Pollution Prevention Plan (SWPPP)

RAMBOLL

WATER

SWPPP Narrative memo

Project name	**Beowulf**
Project no.	
Client	**LeChase**
Memo no.	**01**
Version	**0**
To	**Matthew Wood, CAC (LeChase)**
From	**Andrew Stering**
Copy to	
Prepared by	**A. Stering**
Checked by	**B. Whittaker**
Approved by	**B. Whittaker**

Date September 08, 2025

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1 New York State Stormwater Design Requirements

New York State Department of Environmental Conservation (NYSDEC) updated their Stormwater Management Design Manual (SWDM) July 31, 2024. Chapter 4 of the manual discusses the unified stormwater sizing criteria within the state, which presents requirements for water quantity control. Channel Protection Volume (CPv), Overbank Flood (Qp), and Extreme Flood (Qf) are waived since Cayuga Lake – a sixth order water body – is the discharge point for this system. The stormwater management requirements for the site will be limited to water quality control. This will be accomplished by providing Runoff Reduction Volume (RRv) equal to the Water Quality Volume (WQv) or to provide RRv above the minimum calculated RRv and provide treatment of the remaining WQv. NYSDEC prefers the first approach and it is achievable with our concept. The minimum RRv was not calculated because we will provide RRv more than the WQv through the techniques described in the next sections. The equation for calculating WQv is as follows:

$$WQv\ (acre-feet) = \frac{P\ (in) * Rv * A\ (acres)}{12}$$

$$WQv\ (acre-feet) = \frac{1\ in * [0.05 + 0.009 * (\%\ impervious)] * A\ (acres)}{12}$$

Ramboll's stormwater management concepts utilize NYSDEC approved practices throughout the site to provide a de-centralized approach to stormwater management. The following sections will discuss approaches to manage stormwater originating from the buildings, the parking areas, and the roads.

2 Management of stormwater from building roof runoff

Some of the largest contributors to the impervious area increase on the site are the roof areas of the data centers themselves. Each of the data center buildings are in excess of 165,000 square feet, all of which is considered impervious. Stormwater runoff from the roofs will be managed as close to the source as possible, and the roof will be split up into approximately 12 zones with gutters and downspouts. Each of the zones will be less than 15,000 square feet as directed by the SWDM. The gutters for these will be directly connected to a stormwater planter with no underdrain (NYSDEC SWDM practice RR-7). There is adequate space to provide 6 of the planters along the length of both sides of the data center buildings which will provide adequate RRv for the portion of impervious area contributed by the rooftops. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site. See appendix A for the NYSDEC SWDM factsheet for stormwater planters.

3 Management of stormwater from parking area runoff

Each of the data centers have been designed to include both a parking lot area and a loading dock area where asphalt paving extends directly up to the proposed building wall. While relatively small in comparison to the overall increase in impervious area, these areas will also be treated as close to the source as possible. There are approximately 25,000 square feet of impervious parking lot asphalt per data center. The surface runoff of these features will first run through grass pre-treatment, and then into one of two infiltration bioretention (NYSDEC SWDM practice F-4) areas that will be provided adjacent to these areas. This practice provides 100% RRv credit and the filter area will be sized to adequately treat the WQv resulting from the contributing parking areas. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site. See appendix B for the NYSDEC SWDM factsheet for infiltration bioretention areas.

4 Management of stormwater from site roads

There are two types of roads proposed on the site. One is for general site circulation that provides access to Cayuga Drive and access to each of the data centers. The other provides vehicular access around each of the data center buildings. While both will be managed utilizing tree trenches (NYSDEC SWDM practice RR-3), the sizing and drainage area strategy differs between the two.

For the roads that circulate the entire site and provide site access from Cayuga Drive, the strategy will be to provide smaller periodic tree trenches that will accept flow from catch basins along the main roadway. A 320 square foot filter area will be provided for catch basins spaced every 300 feet and will have trees planted every 10-feet (on center) within the filter area. Pre treatment will be provided at each inlet location using gabion baskets at the inlet locations as shown on page 5-40 of the stormwater design manual. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site.

For the roads that surround the data centers, tree trenches placed longitudinally along the path would not be feasible due to site geometry, particularly for the data center in the middle. Instead of periodic tree trenches, a large tree trench will be provided at the downslope end of each data center. Stormwater will be collected through a traditional stormwater system discharging to a large tree trench running NW to SE along the SW side of the road surrounding the data centers. These trenches will be

sized to provide adequate filter bed area to provide enough RRv for the entirety of the road surrounding each data center and trees will be planted every 10’ on center. Overflow from these trenches will be directed towards the rest of the stormwater system on site.

See appendix C for the NYSDEC SWDM factsheet for tree planting/tree pit/tree trench and appendix D for page 5-40 of the manual which includes the standard detail for the practice.

5 Infiltration rates

The above approach is pending infiltration rate testing at the stormwater management practice locations. 100% RRv credit for stormwater planters, tree trenches, and bioretention is predicated on an infiltration rate of greater than 0.5 inches per hour.

Should infiltration testing occur and show that the infiltration rates are less than 0.5 inches per hour, additional practices will be added to provide treatment for the difference between the WQv and the provided RRv.

APPENDIX A
NYSDEC STORMWATER DESIGN MANUAL
STORMWATER PLANTER (RR-7) FACT SHEET

Fact Sheet: Stormwater Planters (RR-7)

Description: Passive filtration system to manage and treat small to moderate volumes of stormwater runoff from adjacent impervious surfaces. The system consists of an inflow component, a shallow ponding area over a planted soil bed, mulch layer, stone drainage layer, plantings and an overflow mechanism to convey larger rain events to the storm drain system.

Key Considerations

FEASIBILITY

- Stormwater planters shall be designed and constructed with no longitudinal or lateral slope
- Maximum contributing area shall be 15,000 sf per stormwater planter
- Parking lot or roadway runoff shall not be directed to stormwater planters
- Infiltration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Filtration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr, unless underdrains are provided

CONVEYANCE

- Runoff must enter at the surface of the soil media
- Runoff shall be directed to stormwater planters at a non-erosive rate through shallow swales, drainpipe, or short distances of sheet flow
- Underdrain systems shall be designed to create an internal water storage
- Outlet(s) shall be designed to ensure non-erosive outlet conditions
- An emergency spillway or overflow device shall be provided to safely convey stormwater exceeding the Extreme Flood

TREATMENT

- Maximum ponding depth shall be 12 inches during the WQv event and 18 inches during the Extreme Flood event
- Stormwater planters shall have a 18 inch minimum and 30 inch maximum filter media depth
- Infiltration stormwater planters shall have a 6 inch minimum stone drainage layer
- Filtration stormwater planters shall have a 10 inch minimum stone drainage layer
- Underdrains are required for filtration stormwater planters

STORMWATER MANAGEMENT SUITABILITY

●	Water Quality
●	Channel Protection
●	Overbank Flood Protection
●	Extreme Flood Protection
✓	Runoff Reduction
●	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

L	Capital Cost
M	Maintenance Burden
L	Safety
H	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.4***)

G	Phosphorus
▞	Nitrogen
NA	Metals
NA	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor ▞ = Fair/Good

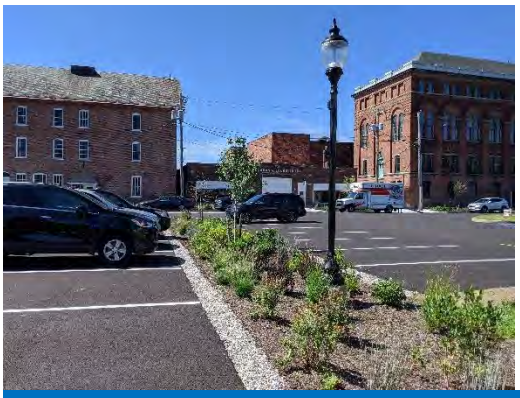
**NA = Not enough data available, more research needed*

RUNOFF REDUCTION CREDIT

- 100% RRv provided without underdrains
  40% RRv provided with underdrains

APPENDIX B
NYSDEC STORMWATER DESIGN MANUAL
INFILTRATION BIORETENTION (F-4) FACT SHEET

Fact Sheet: Infiltration Bioretention (F-4)



Description: Shallow stormwater controls that utilize vegetation and engineered filter media to capture, treat, and infiltrate stormwater runoff into the underlying soils.

Key Considerations

PERFORMANCE CRITERIA

FEASIBILITY

- Underlying soils shall have an min. infiltration rate of 0.50 inch/hr
- Design and construct level, with no longitudinal or lateral slope
- Max contributing area is 5 acres
- Min 2 ft separation to seasonal high-water table or bedrock
- Two treatment practices in series both sized to treat the entire WQv (non-infiltration standard SMP followed by an infiltration practice) shall be provided for hotspot treatment

CONVEYANCE

- Runoff conveyed by pipe or concentrated flow shall utilize a pretreatment device or flow dissipator to reduce flow velocity prior to entering the filter media
- If flow velocity cannot be reduced to non-erosive conditions, the practice shall be designed off-line
- Outlet(s) shall be designed to ensure non-erosive outlet conditions
- An emergency spillway or overflow chamber with outlet pipe to safely convey stormwater exceeding the Extreme Flood shall be included

PRETREATMENT

- Pretreatment shall provide min 25% WQv

TREATMENT

- Practice shall be sized (including pretreatment) to temporarily hold the WQv prior to filtration
- Max ponding is 12 inches (WQv) and 18 inches (Extreme Flood)
- Depth of filter media shall be 30 inches min and 48 inches max
- Depth of drainage layer shall be 6 inches
- Min 12 ft wide maintenance access shall be provided 15% max slope

STORMWATER MANAGEMENT SUITABILITY

✓	Water Quality
✓	Channel Protection
✓	Overbank Flood Protection
✓	Extreme Flood Protection
✓	Runoff Reduction
✓	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

M	Capital Cost
H	Maintenance Burden
M	Safety Risk
H	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.3***)

G	Phosphorus
G	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% RRv provided

RAMBOLL

APPENDIX C
NYSDEC STORMWATER DESIGN MANUAL
TREE PLANTING/TREE PIT/TREE TRENCH (RR-3) FACT SHEET

Fact Sheet: Tree Planting/Tree Pit/Tree Trench (RR-3)

Description: Tree planting is an area reduction practice using existing or newly planted trees. Tree pits are a volume reduction practice using trees planted in contained areas.

Key Considerations

FEASIBILITY

- Tree plantings are not applicable if credit for another area reduction practice is already being taken for the same area
- Trees shall be non-invasive and not be disturbed during construction
- Tree pits shall have underlying soils with an infiltrate greater than or equal to 0.50 inch/hr, unless underdrains are provided
- Tree trenches shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Tree trenches and tree pits shall have a 2 ft min. separation to the seasonal high water table and bedrock
- Overhead clearance shall be taken into consideration when selecting tree species

CONVEYANCE

- Tree pit underdrain systems shall be designed to create an internal water storage
- Tree trenches shall be equipped with a subsurface infiltration reservoir
- Stormwater runoff shall be intercepted near the source and conveyed to the practice as sheet flow

TREATMENT

- The maximum slope of the contributing area is 10%
- The maximum horizontal separation from the contributing impervious area is 10 ft (new trees) or within 20 ft of the canopy (existing trees)
- Drainage filter fabric shall separate and wrap the soil media and stone drainage layer of tree trenches
- For area reduction subtract the total area contributing by sheet flow to an existing or new tree from the total area when computing WQv
- For volume reduction, systems should ensure that the peak water surface elevation for the 10-year, 24-hr design storm does not overtop the system

STORMWATER MANAGEMENT SUITABILITY

	Water Quality
	Channel Protection
	Overbank Flood Protection
	Extreme Flood Protection
✓	Runoff Reduction
	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

H	Capital Cost
M	Maintenance Burden
L	Safety Risk
L	Landscaping

L = Low **M** = Moderate **H** = High
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POLLUTANT REMOVAL (*See **Table 10.4***)

G	Phosphorus
F	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% area reduction towards RRv (plantings)
- 100% RRv provided (trenches and pits)
- 40% RRv provided (tree pits with underdrains)

RAMBOLL

APPENDIX D
NYSDEC STORMWATER DESIGN MANUAL
TREE TRENCH STANDARD DETAIL WITH GABION BASKET PRETREATMENT

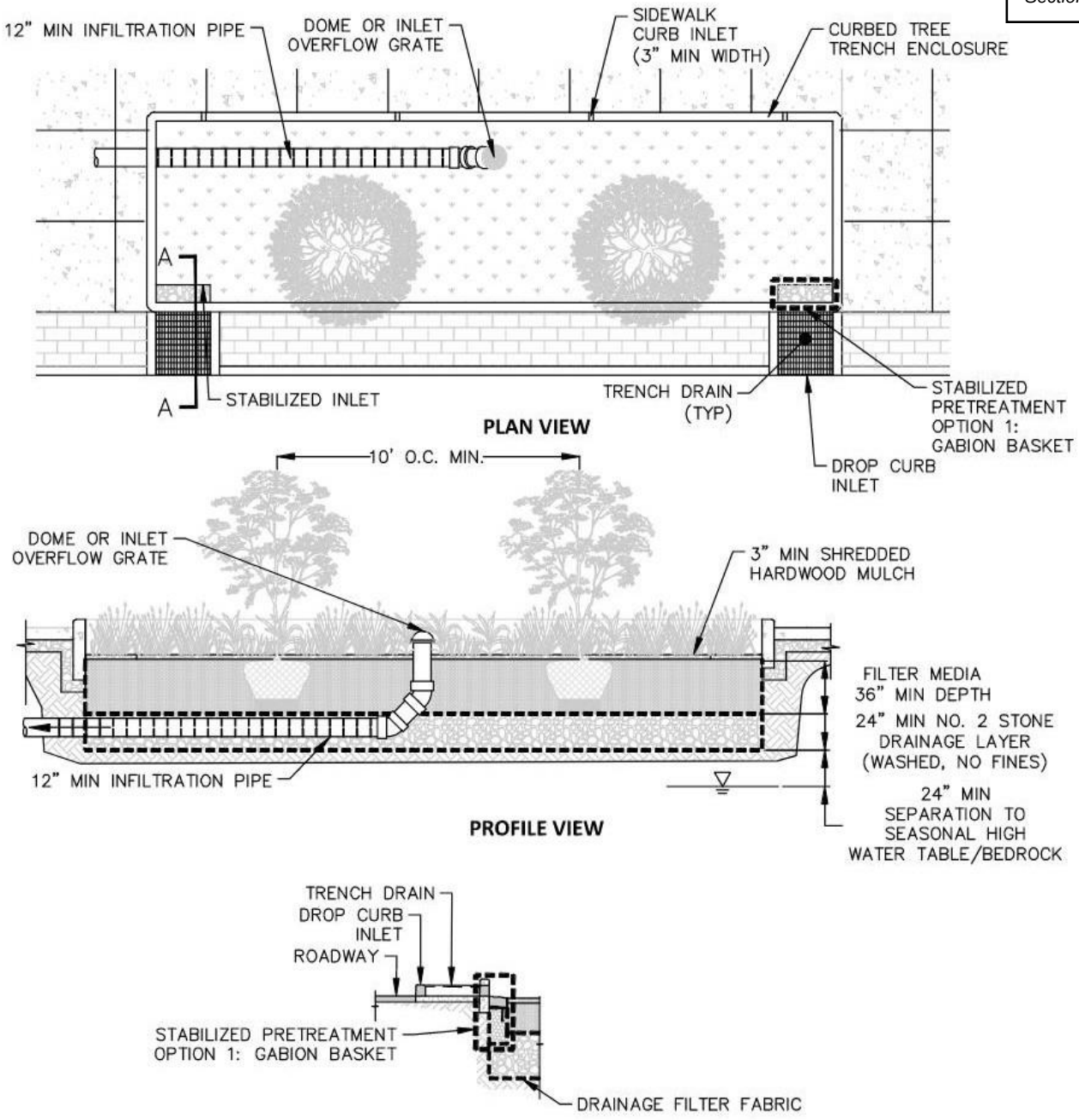

Figure 5.38 Tree Trench Surface Flow (RR-3)

RAMBOLL

WATER

SWPPP Narrative memo

Project name	**Beowulf**
Project no.	
Client	**LeChase**
Memo no.	**01**
Version	**0**
To	**Matthew Wood, CAC (LeChase)**
From	**Andrew Stering**
Copy to	
Prepared by	**A. Stering**
Checked by	**B. Whittaker**
Approved by	**B. Whittaker**

Date September 08, 2025

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1 New York State Stormwater Design Requirements

New York State Department of Environmental Conservation (NYSDEC) updated their Stormwater Management Design Manual (SWDM) July 31, 2024. Chapter 4 of the manual discusses the unified stormwater sizing criteria within the state, which presents requirements for water quantity control. Channel Protection Volume (CPv), Overbank Flood (Qp), and Extreme Flood (Qf) are waived since Cayuga Lake – a sixth order water body – is the discharge point for this system. The stormwater management requirements for the site will be limited to water quality control. This will be accomplished by providing Runoff Reduction Volume (RRv) equal to the Water Quality Volume (WQv) or to provide RRv above the minimum calculated RRv and provide treatment of the remaining WQv. NYSDEC prefers the first approach and it is achievable with our concept. The minimum RRv was not calculated because we will provide RRv more than the WQv through the techniques described in the next sections. The equation for calculating WQv is as follows:

$$WQv\ (acre-feet) = \frac{P\ (in) * Rv * A\ (acres)}{12}$$

$$WQv\ (acre-feet) = \frac{1\ in * [0.05 + 0.009 * (\%\ impervious)] * A\ (acres)}{12}$$

Ramboll's stormwater management concepts utilize NYSDEC approved practices throughout the site to provide a de-centralized approach to stormwater management. The following sections will discuss approaches to manage stormwater originating from the buildings, the parking areas, and the roads.

2 Management of stormwater from building roof runoff

Some of the largest contributors to the impervious area increase on the site are the roof areas of the data centers themselves. Each of the data center buildings are in excess of 165,000 square feet, all of which is considered impervious. Stormwater runoff from the roofs will be managed as close to the source as possible, and the roof will be split up into approximately 12 zones with gutters and downspouts. Each of the zones will be less than 15,000 square feet as directed by the SWDM. The gutters for these will be directly connected to a stormwater planter with no underdrain (NYSDEC SWDM practice RR-7). There is adequate space to provide 6 of the planters along the length of both sides of the data center buildings which will provide adequate RRv for the portion of impervious area contributed by the rooftops. Overflow will be directed to a network of stormwater pipes connecting these practices to the rest of the stormwater system on site. See appendix A for the NYSDEC SWDM factsheet for stormwater planters.

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sized to provide adequate filter bed area to provide enough RRv for the entirety of the road surrounding each data center and trees will be planted every 10’ on center. Overflow from these trenches will be directed towards the rest of the stormwater system on site.

See appendix C for the NYSDEC SWDM factsheet for tree planting/tree pit/tree trench and appendix D for page 5-40 of the manual which includes the standard detail for the practice.

5 Infiltration rates

The above approach is pending infiltration rate testing at the stormwater management practice locations. 100% RRv credit for stormwater planters, tree trenches, and bioretention is predicated on an infiltration rate of greater than 0.5 inches per hour.

Should infiltration testing occur and show that the infiltration rates are less than 0.5 inches per hour, additional practices will be added to provide treatment for the difference between the WQv and the provided RRv.

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Key Considerations

FEASIBILITY

- Stormwater planters shall be designed and constructed with no longitudinal or lateral slope
- Maximum contributing area shall be 15,000 sf per stormwater planter
- Parking lot or roadway runoff shall not be directed to stormwater planters
- Infiltration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Filtration stormwater planters shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr, unless underdrains are provided

CONVEYANCE

- Runoff must enter at the surface of the soil media
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- Stormwater planters shall have a 18 inch minimum and 30 inch maximum filter media depth
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- Underdrains are required for filtration stormwater planters

STORMWATER MANAGEMENT SUITABILITY

●	Water Quality
●	Channel Protection
●	Overbank Flood Protection
●	Extreme Flood Protection
✓	Runoff Reduction
●	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

L	Capital Cost
M	Maintenance Burden
L	Safety
H	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.4***)

G	Phosphorus
▞	Nitrogen
NA	Metals
NA	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor ▞ = Fair/Good

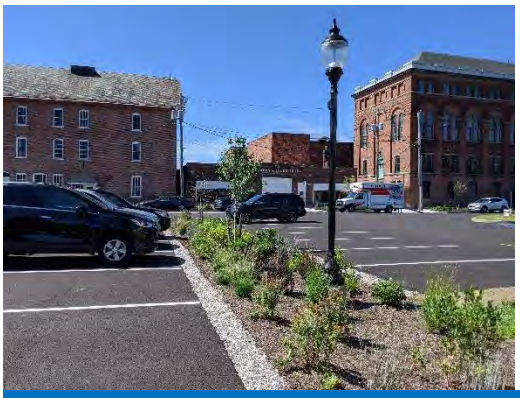
**NA = Not enough data available, more research needed*

RUNOFF REDUCTION CREDIT

- 100% RRv provided without underdrains
  40% RRv provided with underdrains

APPENDIX B
NYSDEC STORMWATER DESIGN MANUAL
INFILTRATION BIORETENTION (F-4) FACT SHEET

Fact Sheet: Infiltration Bioretention (F-4)



Description: Shallow stormwater controls that utilize vegetation and engineered filter media to capture, treat, and infiltrate stormwater runoff into the underlying soils.

Key Considerations

PERFORMANCE CRITERIA

FEASIBILITY

- Underlying soils shall have an min. infiltration rate of 0.50 inch/hr
- Design and construct level, with no longitudinal or lateral slope
- Max contributing area is 5 acres
- Min 2 ft separation to seasonal high-water table or bedrock
- Two treatment practices in series both sized to treat the entire WQv (non-infiltration standard SMP followed by an infiltration practice) shall be provided for hotspot treatment

CONVEYANCE

- Runoff conveyed by pipe or concentrated flow shall utilize a pretreatment device or flow dissipator to reduce flow velocity prior to entering the filter media
- If flow velocity cannot be reduced to non-erosive conditions, the practice shall be designed off-line
- Outlet(s) shall be designed to ensure non-erosive outlet conditions
- An emergency spillway or overflow chamber with outlet pipe to safely convey stormwater exceeding the Extreme Flood shall be included

PRETREATMENT

- Pretreatment shall provide min 25% WQv

TREATMENT

- Practice shall be sized (including pretreatment) to temporarily hold the WQv prior to filtration
- Max ponding is 12 inches (WQv) and 18 inches (Extreme Flood)
- Depth of filter media shall be 30 inches min and 48 inches max
- Depth of drainage layer shall be 6 inches
- Min 12 ft wide maintenance access shall be provided 15% max slope

STORMWATER MANAGEMENT SUITABILITY

✓	Water Quality
✓	Channel Protection
✓	Overbank Flood Protection
✓	Extreme Flood Protection
✓	Runoff Reduction
✓	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

M	Capital Cost
H	Maintenance Burden
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H	Landscaping

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NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.3***)

G	Phosphorus
G	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% RRv provided

RAMBOLL

APPENDIX C
NYSDEC STORMWATER DESIGN MANUAL
TREE PLANTING/TREE PIT/TREE TRENCH (RR-3) FACT SHEET

Fact Sheet: Tree Planting/Tree Pit/Tree Trench (RR-3)

Description: Tree planting is an area reduction practice using existing or newly planted trees. Tree pits are a volume reduction practice using trees planted in contained areas.

Key Considerations

FEASIBILITY

- Tree plantings are not applicable if credit for another area reduction practice is already being taken for the same area
- Trees shall be non-invasive and not be disturbed during construction
- Tree pits shall have underlying soils with an infiltrate greater than or equal to 0.50 inch/hr, unless underdrains are provided
- Tree trenches shall have underlying soils with an infiltration rate greater than or equal to 0.50 inch/hr
- Tree trenches and tree pits shall have a 2 ft min. separation to the seasonal high water table and bedrock
- Overhead clearance shall be taken into consideration when selecting tree species

CONVEYANCE

- Tree pit underdrain systems shall be designed to create an internal water storage
- Tree trenches shall be equipped with a subsurface infiltration reservoir
- Stormwater runoff shall be intercepted near the source and conveyed to the practice as sheet flow

TREATMENT

- The maximum slope of the contributing area is 10%
- The maximum horizontal separation from the contributing impervious area is 10 ft (new trees) or within 20 ft of the canopy (existing trees)
- Drainage filter fabric shall separate and wrap the soil media and stone drainage layer of tree trenches
- For area reduction subtract the total area contributing by sheet flow to an existing or new tree from the total area when computing WQv
- For volume reduction, systems should ensure that the peak water surface elevation for the 10-year, 24-hr design storm does not overtop the system

STORMWATER MANAGEMENT SUITABILITY

●	Water Quality
●	Channel Protection
●	Overbank Flood Protection
●	Extreme Flood Protection
✓	Runoff Reduction
●	Treatment of Hotspots
✓	Linear Applications

✓ suitable for this practice

IMPLEMENTATION CONSIDERATIONS

H	Capital Cost
M	Maintenance Burden
L	Safety Risk
L	Landscaping

L = Low **M** = Moderate **H** = High
NA = Not Applicable

POLLUTANT REMOVAL (*See **Table 10.4***)

G	Phosphorus
F	Nitrogen
G	Metals
G	Pathogens
G	Total Suspended Solids

G = Good **F** = Fair **P** = Poor

RUNOFF REDUCTION CREDIT

- 100% area reduction towards RRv (plantings)
- 100% RRv provided (trenches and pits)
- 40% RRv provided (tree pits with underdrains)

RAMBOLL

APPENDIX D
NYSDEC STORMWATER DESIGN MANUAL
TREE TRENCH STANDARD DETAIL WITH GABION BASKET PRETREATMENT

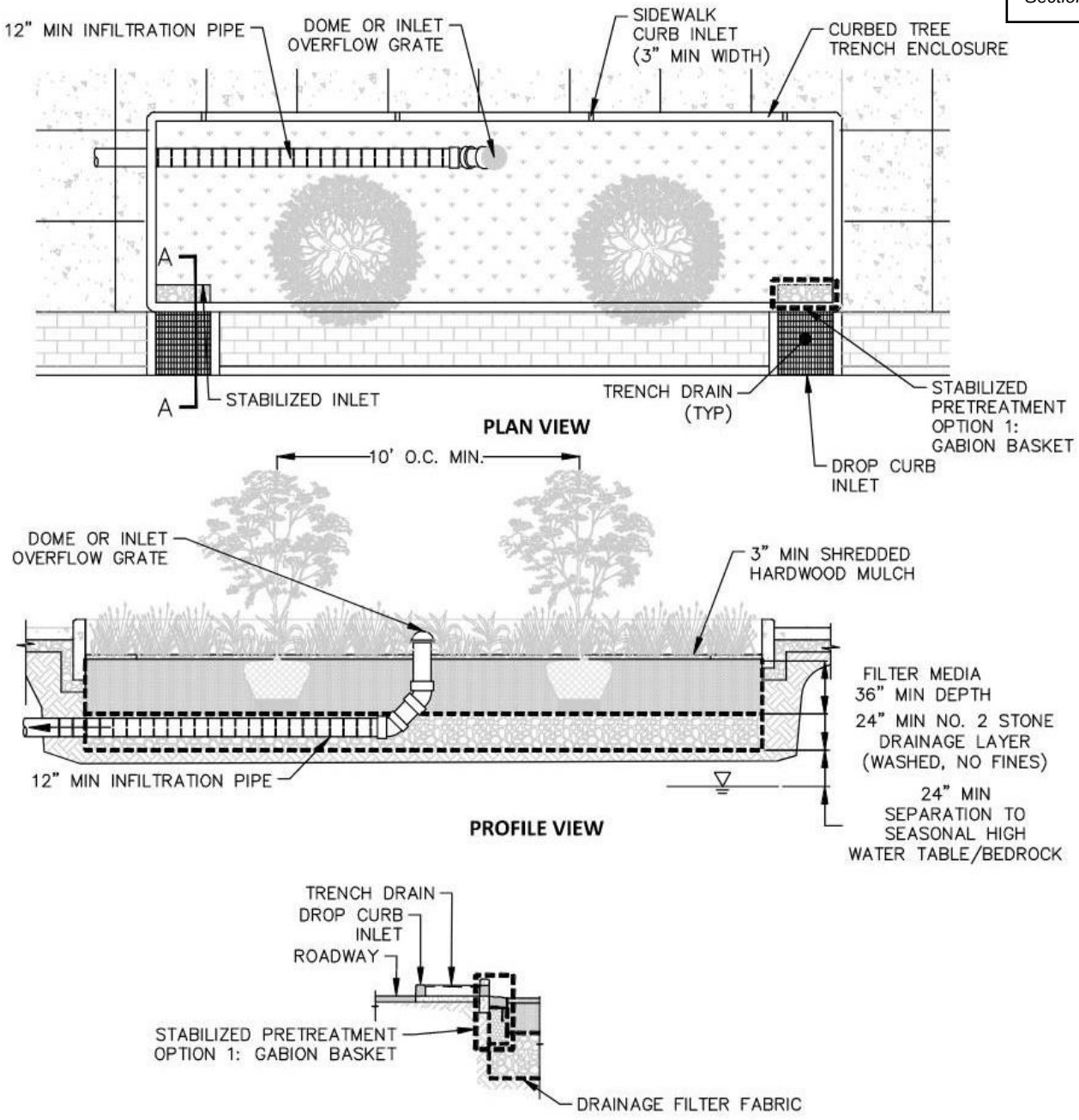


Figure 5.38 Tree Trench Surface Flow (RR-3)

Section 6
Planting Approach

Landscape Draft Design Approach

Image Source: NYSDEC

Our process for landscape design

Landscape Design Goals

- Maintain **site security and facility operations**

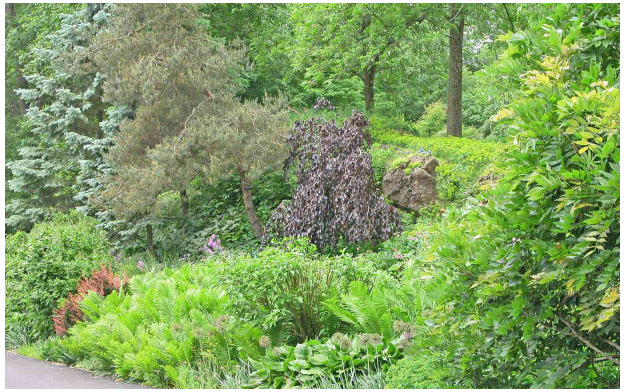
- **Plant with native species** aligned with nearby **local ecosystems**

- **Screen and buffer** areas of facility for noise reduction and aesthetics

- Align planting with **stormwater management**

Primary Landscape Design Tools

Stormwater management with tree trenches, bioretention planters and stormwater planters



Tiered vegetated slopes

Pollinator gardens

Landscape buffer for visual screening

DRAFT FOR REVIEW

Landscape Concept

Planting Approach

- Incorporate tiered landscape slopes with evergreen and deciduous trees, shrubs and grasses for naturalized visual screening
- Use native species in tree trenches, bioretention and stormwater planting
- Create landscape buffer along roadway and edge of site for visual screening
- Add pollinator gardens within parking lots for added vegetated landscape

DRAFT FOR REVIEW

Sample Planting Palette

- NY native species based on nearby habitats
- Species tolerant to stormwater treatment conditions and other site conditions

DESIGN STRATEGY:

- Plant pollinator gardens throughout parking lots
- Screen the buildings with a landscape buffer consisting of species from a Maple-Basswood Rich Mesic Forest
- Use species from Hemlock-Northern Hardwood Forest for the tiered vegetated slope
- For stormwater management areas, use species from NY DEC Stormwater Manual and from nearby reference habitats

Stormwater Management Areas: Example Species

- American Hornbeam
- River Birch
- Blackhaw
- Black Chokeberry
- Soft Rush
- Swamp Milkweed
- Joe-pye-weed

Pollinator Garden: Example Species

- Common Milkweed
- Black-eyed Susan
- Indian Grass
- Big Bluestem
- Little Bluestem
- Purple Coneflower
- Butterfly Weed

Landscape Buffer: Example Species

- American Basswood
- Mountain Maple
- Witch-hazel
- Pagoda Dogwood
- Spicebush
- Northern Lady Fern
- New England Aster
- False Sunflower

Tiered Slope Plantings: Example Species

- Red Maple
- White Oak
- White Pine
- Eastern Hemlock
- Hillside Blueberry
- Black-eyed Susan
- Switchgrass

Landscape Draft Design Approach

Image Source: NYSDEC

Our process for landscape design

Landscape Design Goals

- Maintain **site security and facility operations**

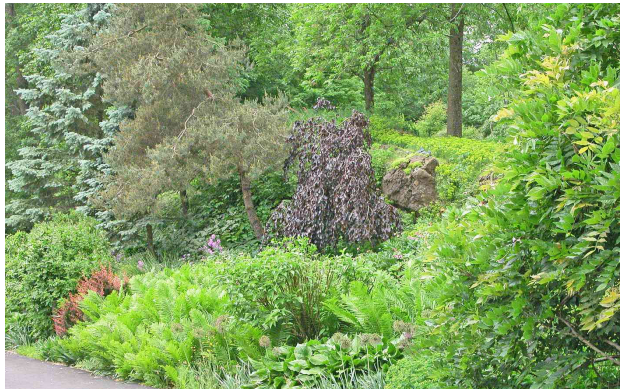
- **Plant with native species** aligned with nearby **local ecosystems**

- **Screen and buffer** areas of facility for noise reduction and aesthetics

- Align planting with **stormwater management**

Primary Landscape Design Tools

Stormwater management with tree trenches, bioretention planters and stormwater planters



Tiered vegetated slopes

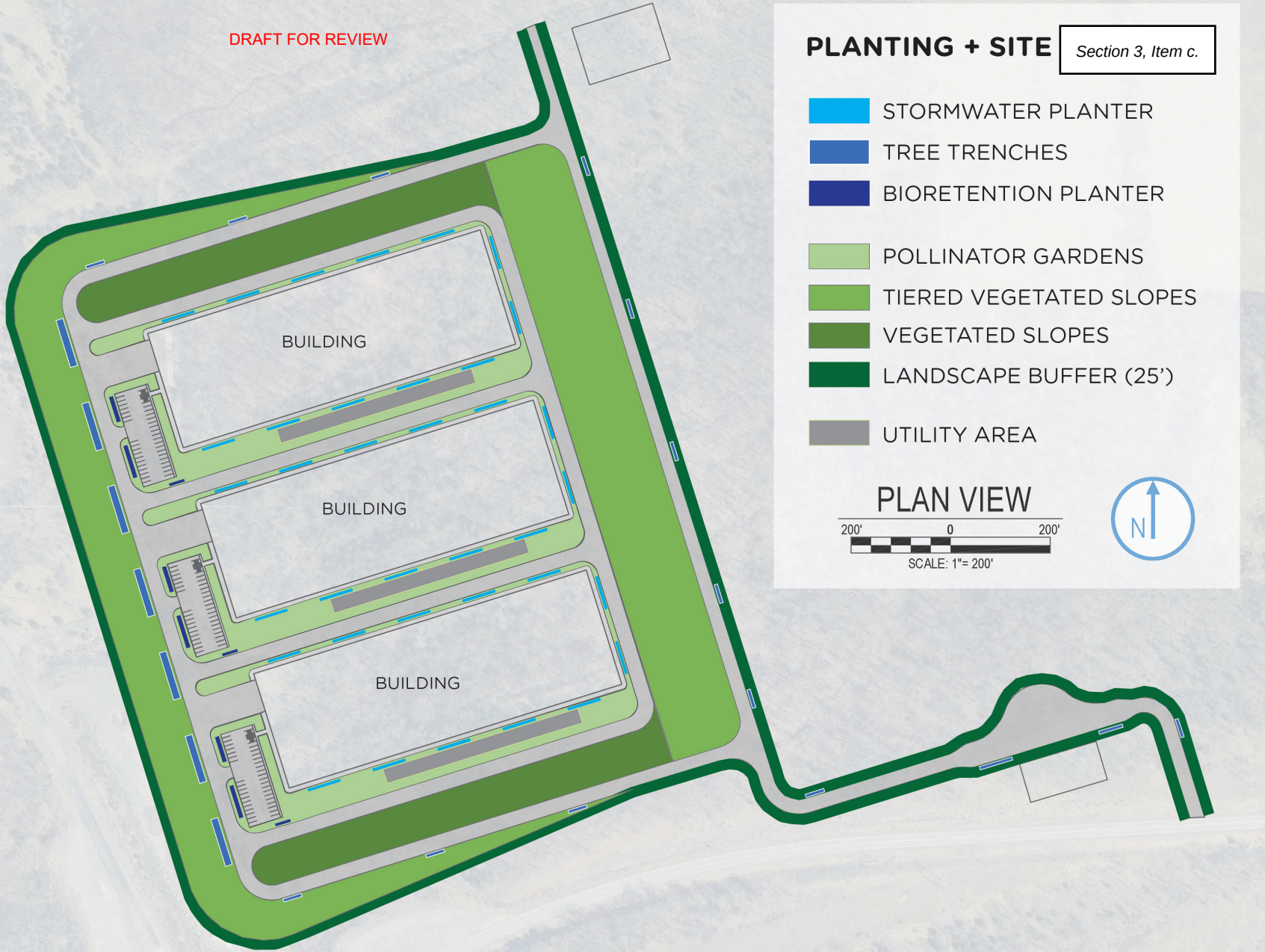
Pollinator gardens

Landscape buffer for visual screening

Landscape Concept

Planting Approach

- Incorporate tiered landscape slopes with evergreen and deciduous trees, shrubs and grasses for naturalized visual screening
- Use native species in tree trenches, bioretention and stormwater planting
- Create landscape buffer along roadway and edge of site for visual screening
- Add pollinator gardens within parking lots for added vegetated landscape



DRAFT FOR REVIEW

Sample Planting Palette

- NY native species based on nearby habitats
- Species tolerant to stormwater treatment conditions and other site conditions

DESIGN STRATEGY:

- Plant pollinator gardens throughout parking lots
- Screen the buildings with a landscape buffer consisting of species from a Maple-Basswood Rich Mesic Forest
- Use species from Hemlock-Northern Hardwood Forest for the tiered vegetated slope
- For stormwater management areas, use species from NY DEC Stormwater Manual and from nearby reference habitats

Stormwater Management Areas: Example Species

- American Hornbeam
- River Birch
- Blackhaw
- Black Chokeberry
- Soft Rush
- Swamp Milkweed
- Joe-pye-weed

Pollinator Garden: Example Species

- Common Milkweed
- Black-eyed Susan
- Indian Grass
- Big Bluestem
- Little Bluestem
- Purple Coneflower
- Butterfly Weed

Landscape Buffer: Example Species

- American Basswood
- Mountain Maple
- Witch-hazel
- Pagoda Dogwood
- Spicebush
- Northern Lady Fern
- New England Aster
- False Sunflower

Tiered Slope Plantings: Example Species

- Red Maple
- White Oak
- White Pine
- Eastern Hemlock
- Hillside Blueberry
- Black-eyed Susan
- Switchgrass

Section 7
Agricultural District Statement

PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

C:\Users\MOSHERSG\OneDrive - Ramboll\Documents 1\ArcGIS\Projects\Terrawolf\Terrawolf_Lansing.aprx

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

AGRICULTURAL DISTRICTS

FIGURE 01

KEY MAP

AGRICULTURAL DISTRICTS

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Section 8
Environmental Assessment Form

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Cayuga Data Campus (also referred to as Lake Hawkeye)		
Project Location (describe, and attach a general location map): 228 Cayuga Drive, Lansing, NY 14882 (see attached site location map)		
Brief Description of Proposed Action (include purpose or need): The Cayuga Data Campus (the "Project") is a next-generation research and technology campus located at the former Cayuga power generation site. The Project modernizes an existing utility-scale industrial property into research-grade computing infrastructure that directly supports scientific and institutional research. This represents a natural evolution of the site's historic purpose: continuing its longstanding role as utility-scale infrastructure serving public and i The Project will be developed in a staged, modular sequence totaling approximately 138 MW of research-grade computing infrastructure. Phase I will consist of the construction of one 50-MW research building; subsequent phases will add two additional 50-MW research buildings for a combined capacity of approximately 138 MW. This sequential development model mirrors the successful approach implemented at TeraWulf's Lake Mariner campus in Barker, NY, allowing the Project to scale responsibly in alignment with site readiness, final design approvals, and utility interconnection upgrades funded by the Applicants. Each building is anticipated to require approximately 12–14 months from Notice to Proceed through commissioning. Staged deployment ensures continuity of local construction trades, minimizes site disturbance, and enables infrastructure development to advance in a manner consistent with both grid capacity timing and community-facing coordination.		
Name of Applicant/Sponsor: TeraWulf Inc. (Cayuga Data Campus)	Telephone: (607) 252-0722 E-Mail: fdelfavero@beowulfed.com	
Address: 228 Cayuga Drive		
City/PO: Lansing	State: NY	Zip Code: 14882
Project Contact (if not same as sponsor; give name and title/role): Adam Millspaugh, Construction Manager	Telephone: (607) 227-3892 E-Mail: amillspaugh@beowulfed.com	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Cayuga Operating Company LLC	Telephone: E-Mail:	
Address: 228 Cayuga Drive		
City/PO: Lansing	State: NY	Zip Code: 14882

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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Lansing Board	October 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Lansing Planning Board	October 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Tompkins County Planning Board	October 2025
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC, NYSDOT, SHPO	
h. Federal agencies ☑Yes ☐No	USACE, USFWS	

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):

Cayuga Lake Watershed Restoration & Protection Plan

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):

Town of Lansing Open Space Conservation Plan, Town of Lansing Agriculture & 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?

The Project independently satisfies two separate permitted IR District classifications: (i) Warehouse, storage or wholesaling of nonagricultural goods or materials and (ii) General processing, light manufacturing and assembly. Adjacent parcels are zoned Residential/Agricultural (RA) and Lakeshore (L1).

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? Lansing Central School District

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

Tompkins County Sheriff's Office and the New York State Police

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

Lansing Fire Department, Cayuga Medical Associates, and ambulance service by Bangs Ambulance.

d. What parks serve the project site?

The Cayuga Shores Wildlife Management Area is located approximately one mile north of the Project site, and Taughannock Falls State Park is located approximately four miles to the southeast across Cayuga Lake. Additional nearby public recreational resources include Myers Park and Salt Point.

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)? Industrial with two permitted purposes: (1) warehousing, storage, and/or wholesaling of non-ag goods in the form of digital information, and (2) general processing (light manufacturing equivalent)through the computational processing.

b. a. Total acreage of the site of the proposed action? ±183 acres
b. Total acreage to be physically disturbed? ±43 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±434 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 2
- Anticipated commencement date of phase 1 (including demolition) Jan month 2026 year
- Anticipated completion date of final phase Feb month 2028 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Phase I will include site preparation, grading, utility extension, and construction of the northern research building. Phase II will consist of the sequential construction of the two remaining research buildings.

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,

* Maximum building height of 35 feet. An additional 30 feet is expected for mechanical equipment on roof.

i. Total number of structures 3

ii. Dimensions (in feet) of largest proposed structure: ±65* height; ±200 width; and ±700 length

iii. Approximate extent of building space to be heated or cooled: ±14,0[illegible] square feet

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

If Yes,

i. Purpose of the impoundment: _____

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

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

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

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

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

D.2. Project Operations

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

If Yes: *i* .What is the purpose of the excavation or dredging?

Excavation will be limited to building foundations and utility conduit areas, and all excavated material will be retained onsite.

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): See the Draft Wetland and Stream Delineation Report prepared by Ramboll (November 26, 2024), which has been previously submitted to the Town..

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

USACE and NYSDEC will be consulted to confirm jurisdictional status of any wetlands or waterbodies. If agency jurisdiction is confirmed, the Applicants will obtain all required permits and will conduct work and mitigation consistent with the terms and conditions of those approvals.

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

If Yes, describe: Bottom sediments within identified streams and ditches located inside the limits of disturbance (see delineation report provided.

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: 2.3
- expected acreage of aquatic vegetation remaining after project completion: Wetland mitigation areas may be required and will be designed in coordination with USACE and NYSDEC, if jurisdiction is confirmed.
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): Removal for building construction
- proposed method of plant removal: Excavation.
- if chemical/herbicide treatment will be used, specify product(s): Not applicable

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: ±3,000 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: Southern Cayuga Lake Intermunicipal Water Commission (Bolton Point)
- 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: ±2,250 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):

The only liquid waste generated will be standard sanitary wastewater associated with employee use of restroom facilities.

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):

Sanitary wastewater will be directed to the existing wastewater system or collected in an underground holding tank dedicated to each building. Each of the two holding tanks will be routinely pumped out and waste waters hauled and disposed of off-site in accordance with federal and state regulations.

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

Not Applicable

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

If Yes:

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

_____ Square feet or ±27.4 acres (impervious surface)

_____ Square feet or ±183 acres (parcel size)

ii. Describe types of new point sources. No new point sources (i.e., no new discharges or outfalls) are proposed as part of the Project.

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

Stormwater will be directed to biofiltration and bioinfiltration systems, including tree trenches and stormwater planters.

- 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)

Short-term particulate emissions (dust) and equipment exhaust emissions during construction activities.

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

None

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

None

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: _____

Estimated at 50 MW in Phase I ramping to 138 MW in Phase II.

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

Local Utility - NYSEG

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: 5 AM - 1 AM
- Saturday: 5 AM - 1 AM
- Sunday: 5 AM - 1 AM
- Holidays: 5 AM - 1 AM

ii. During Operations:

- Monday - Friday: 24 hours per day
- Saturday: 24 hours per day
- Sunday: 24 hours per day
- Holidays: 24 hours per day

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:

Construction: Temporary noise will be limited in duration and mitigated through standard best-practices. Operation: The facility is designed to operate below ambient noise levels through the use of ultra-low-noise motors and fans on exterior equipment. A post-constructio noise survey will be done.

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

Describe: Some tree removal will be required for construction; however, the project includes replanting and landscape screening to restore and enhance vegetative buffers.

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:

Outdoor lighting will be limited to light poles and exterior building-mounted fixtures required for personnel safety. All fixtures will be shielded and downward-facing to minimize glare and prevent night-sky light spill.

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

Describe: Tree removal will be required for construction; however, the proposed project includes planting of trees to provide screening.

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: ±1,140 tons per 25 months (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction: Recycling and reuse will include pallets, wooden crates, and scrap metal to the greatest extent practicable, and debris from the future demolition of the former coal stack will also be recycled and reused onsite as suitable foundation or structural fill.
- Operation: _____

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

- Construction: Local landfill.
- Operation: Local landfill.

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

The proposed project area will be located on land previously utilized by the former electric generating station or on undeveloped forested land. Surrounding area is mixture of forested, agricultural, rural and residential use.

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	±27.4	+27.4
• Forested	±40.7	0	-40.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	±2.3	0*	-2.3
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Vegetative landscaping	0	±15.6	+15.6
Remaining undisturbed portion of the site	±391	±391	±391

*Wetland mitigation areas may be required and, if so, will be developed in consultation with USACE and NYSDEC.

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: A NYSDEC letter dated November 28, 2023 confirms that the final cover system for the landfill was substantially completed on October 13, 2020.

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
Area to the east is identified in DEC InfoLocator as an inactive solid waste landfill.
iii. Describe any development constraints due to the prior solid waste activities: _____
None

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:
Hazardous wastes were historically associated with the former power generation facility; these legacy materials have been removed from the site and properly disposed of in accordance with regulatory requirements. The proposed action will not generate hazardous waste.

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): Various closed spills
☐ 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: _____
Not Applicable

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No
If yes, provide DEC ID number(s): _____

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

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? ±20 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:

Lodgement Till	~100 %
	%
	%

d. What is the average depth to the water table on the project site? Average: ±10 feet

e. Drainage status of project site soils:

☐	Well Drained:	% of site
☑	Moderately Well Drained:	~100 % of site
☐	Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	±33 % of site
☑	10-15%:	±36 % of site
☑	15% or greater:	±31 % of site

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

h. Surface water features. Refer to the Draft Wetland/Stream Delineation Report previously submitted to the Town.

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 See Draft Wetland/Stream Delineation Report Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name See Draft Wetland/Stream Delineation Report Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

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

White tailed deer	Cottontail rabbit	Red Fox
Opposum	Pheasant	Woodchuck
Wild turkey	Geese	

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): _____

The EAF Mapper identified lake sturgeon as a protected aquatic species; however, no in-water or shoreline work is proposed, and no disturbance will occur within or immediately adjacent to Cayuga Lake. The site is also within the range of northern long-eared bat (Endangered) and monarch butterfly (Candidate), but no habitat-impacting activities are anticipated.

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: _____

Cayuga Lake is used for recreational fishing. No impacts are anticipated.

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? _____

ii. Source(s) of soil rating(s): _____

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 Commission 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: The Cayuga Operating Company LLC coal fired power plant is listed as an Eligible Building.

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

Listing is based on Criterion A: Industry & Criterion C: Architecture as an intact and increasingly rare example of a once substantial industrial enterprise in NYS.

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: Cayuga Lake Scenic Byway and Blueway Trail / Cayuga Shores Wildlife Management Area, Taughannock Falls State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway, Wildlife Management Area, and State Park

iii. Distance between project and resource: ±0.60 (Byway) 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

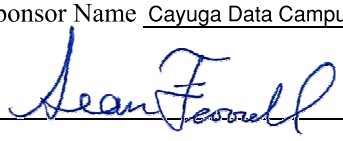
Attach any additional information which may be needed to clarify your project.

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 Cayuga Data Campus / Lake Hawkeye LLC Date October 28, 2025

Signature  Title Chief Operating Officer

PRINT FORM

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 to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

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]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Lake Sturgeon
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

Map Scale: 1:20,000 | Map Center: 76°37'22"W 42°36'28"N

PROJECT: 1940115639 | DATED: 9/8/2025 | DESIGNER: MOSHERSG

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SITE LOCATION

FIGURE 01

KEY MAP

0 1,000 2,000 Feet

Cayuga Operating Company, LLC.
228 Cayuga Drive
Lansing, NY 14882

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY

Section 9
Site Plan Renderings

Section 10
Acoustical Design Memo

RAMBOLL

ENVIRONM
& HEALTH

MEMO

Project name **Lake Hawkeye**
Project no. **1940113922**
Client **Terawulf, LLC**
From **Hanna Yanglou, P.Eng., Senior Lead Consultant, Ramboll**
Jeff Szymanski, P.E., Senior Managing Consultant, Ramboll
Brent Ferren, P.E., Principal, Ramboll
Description **Preliminary acoustical design evaluation for the Cayuga Lansing campus project consisting of three (3) data center buildings. This assessment is based on the site drawing dated September 10, 2025. This work was undertaken in accordance with the agreement between Ramboll Americas Engineering Solutions, Inc. (RAES) and Cayuga Operating Company, LLC , dated May 6, 2025.**

Cayuga Lansing Design Engineering Project – Preliminary Acoustical Design Evaluation R1

Date: October 27, 2025

This memo provides a summary of preliminary acoustical design evaluation for the Cayuga Lansing campus of three (3) data centers.

Applicable Regulatory Limits

The State of New York Environmental Quality Review Act (SEQR) has a policy and guidelines for assessing noise impacts. Table 1 outlines the applicable recommendations for the site in reference to the SEQR Section V.B.1.c., "Thresholds for Significant Sound Pressure Level Increase."

Ramboll
82 Corporate Woods
10851 Mastin Boulevard
Suite 100
Overland Park, KS 66210
USA

T+1 913 553 5922
https://ramboll.com

Table 1. State of New York SEQR Summary

New York State Environmental Quality Review Policy	
Receptor Classification	**Maximum Permissible Sound Pressure Levels**
Non-industrial (Residential)	Ambient + 6 dBA (Complaint Risk)
	Upper Limit of 65 dBA

Existing conditions have not yet been established and will be assessed through an ambient sound level survey. Therefore, the specific applicable regulatory limits cannot yet be identified and are noted above as "Ambient +6 dBA".

Acoustical Design Analysis

Ramboll has completed a preliminary acoustical design analysis for the Cayuga Lansing campus. The acoustical analysis incorporated the project layout and design from the Cayuga Site Development Package R2 dated September 10, 2025 and internal Ramboll models, with equipment sound power level specifications as provided by the manufacturers. Sound levels were evaluated along the property boundaries of the closest north, east, and south residential receptors near the project site. The results are shown in Table 2 and Figure 1.

Based on the predicted sound pressure levels, a measured ambient noise level of 37+ dBA at R1, 33+ to 34+ dBA at R2 and R3 would be required to meet the regulatory requirements. This area is

characterized by a rural environment, with sound pressure levels typically ranging from 30 to 45 dBA. The exact ambient sound levels measurements will depend on the nature and intensity of the existing noise sources.

If facility sound levels exceed regulatory limits, mitigation options like enclosures, silencers, or acoustical barriers may be considered after assessing ambient conditions to meet project acoustical criteria.

Table 2. Predicted Modeling Results for Specific Receptors

Receptor Location	Description	Most Stringent Regulatory Limit (dBA)	Predicted Sound Levels at Receptors from the data center (dBA)	Maximum Ambient Sound Level at Receptors that would trigger noise abatement[1]
R1	South Residential	Ambient + 6	43	37
R2	East Residential	Ambient + 6	40	34
R3	North Residential	Ambient + 6	39	33

[1] *For example: if the ambient is above 37 DBA at Receptor R1 then no noise abatement is needed for regulatory compliance and if the ambient is 37 DBA or below at Receptor R1 then noise abatement is needed for regulatory compliance.*

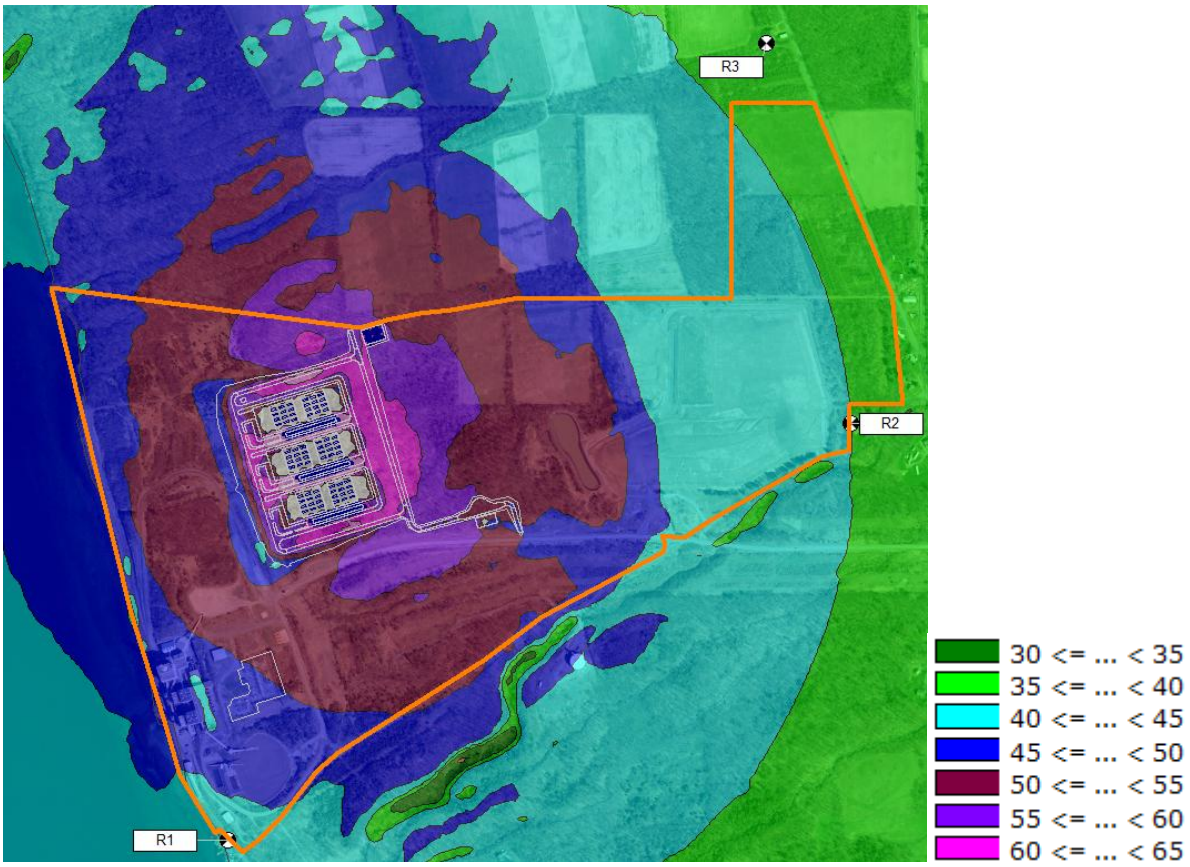

Figure 1. Predicted Sound Pressure Level Contours and Receptor Locations for Project Site

Section 11
Photometric and Lighting Layout

MEMO

Project name **Research based Artificial Intelligence Computer Server Buildings**
Client **Cayuga Operating Company, LLC**

Date September 08, 2025

Site Lighting and Electrical Utility Strategy

Site Lighting

Site lighting will consist of roadway pole mounted lights and exterior building wall packs for safety and security. Both the roadway lighting and building wall packs will utilize a full cutoff design technology directing 100% of the light downward in effort to mitigate any upward emission. This design concept prevents light pollution and shields any direct light glare.

Electrical Utility

Power will be sourced from the existing Milliken station NYSEG 115kV substation located on the site. Two 115kV feeders will be routed overhead to a new substation yard. Medium voltage feeders will be routed underground from the substation yard to desired buildings.

Confidential

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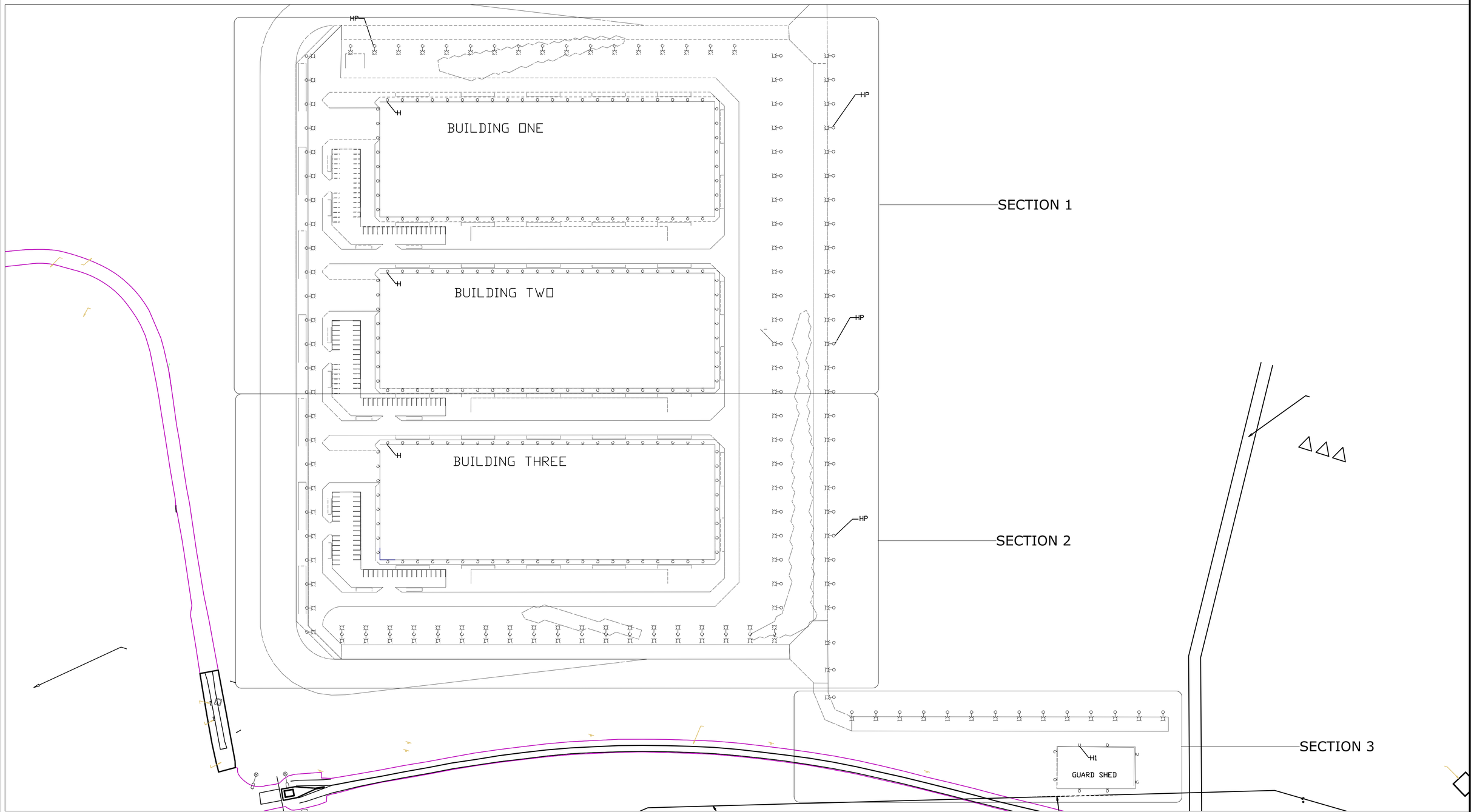

SITE LIGHTING OVERALL PLAN

1/8"=1'-0" 8' 4' 0 8'

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE:

NO.	REV DATE	REVISION	INT.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT. THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR TO DETERMINE THE ACTUAL SIZE. DRAWING IS NOT SCALABLE IF NO SCALE BAR IS PRESENT.

Project Details: **TERAWULF INC**, LAKE HAWKEYE, #	Drawing Title: **SITE PLAN**					RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
Location: #	Designer / Professional Engineer Responsible: #					
Project Number **190091601**	Designed by #	Drawn by #	Checked by #	Approved by #	Date #	
Project Status PROGRESS SUBMISSION	Drawing Number **E-100**			Scale	Sc x	Rev.

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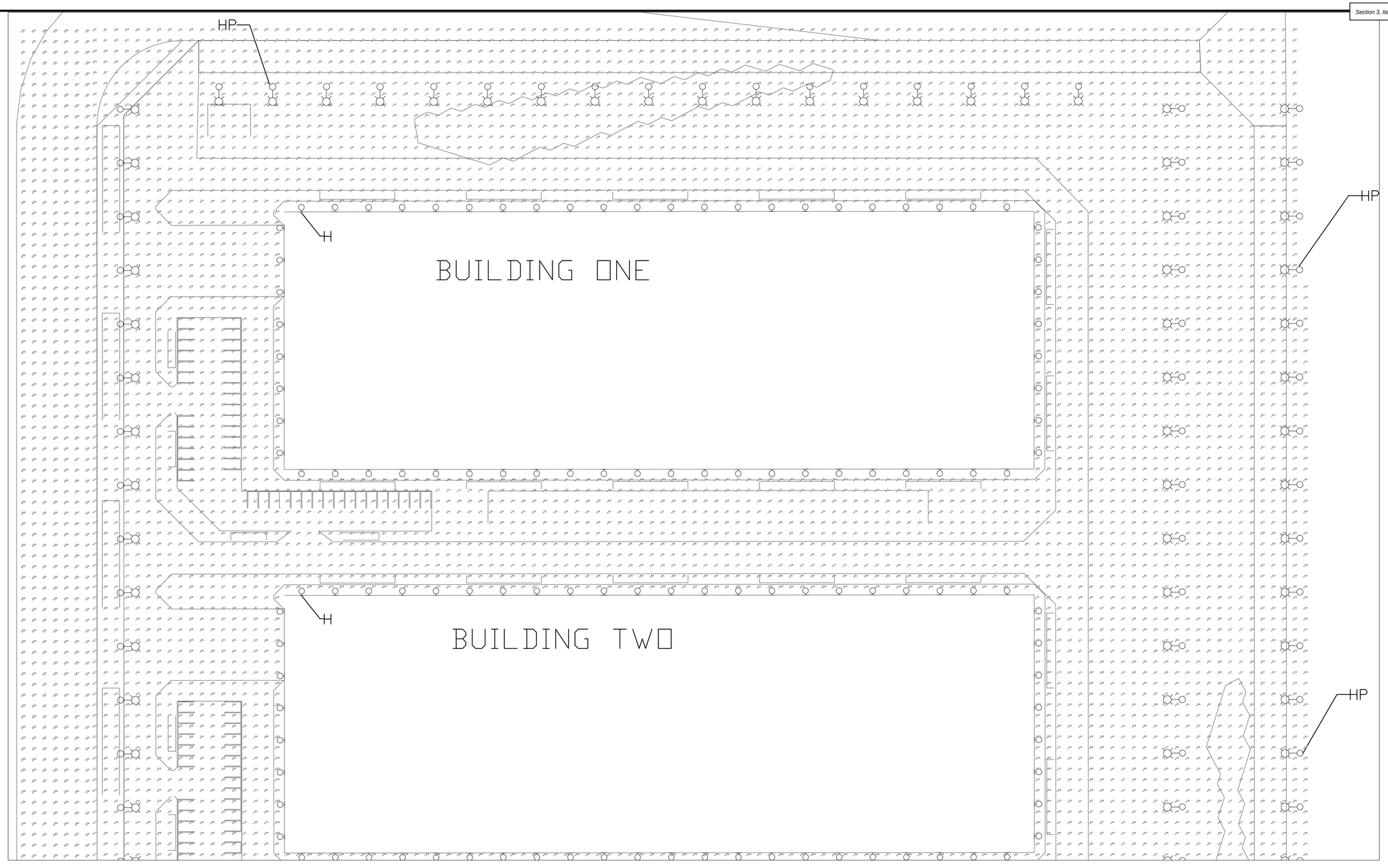
LIGHTING PLAN NOTES

1. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR UNCOVERED PARKING LOTS IS 1 FOOT-CANDLES (FC), AND CAN RANGE FROM 0.5-2 FC PER IESNA.
2. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR BUILDING EXTERIORS AND PEDESTRIAN WALKWAYS AND PATHWAYS IS 1-5 FOOT-CANDLES PER IESNA.
3. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR ROADWAYS AND STREETS IS 1-2 FOOT-CANDLES PER IESNA.
4. A DARK SKY COMPLIANT FIXTURE IS DESIGNED TO REDUCE LIGHT POLLUTION BY DIRECTING LIGHT DOWNWARD AND MINIMIZING GLARE. IT MUST BE FULLY SHIELDED, EMIT NO LIGHT ABOVE THE HORIZONTAL PLANE, AND USE A COLOR TEMPERATURE OF 3000K OR LOWER.



SITE LIGHTING PHOTOMETRICS

1/4"=1'-0" 4' 2' 0 2' 4'

Statistics		
Description	Symbol	Avg
Building One Exterior	+	4.3 fc
Building Three Exterior	+	4.3 fc
Building Two Exterior	+	4.4 fc
Exterior Perimeter Road	+	3.0 fc
Guard Shed Exterior	+	3.1 fc
Parking Building One	+	1.2 fc
Parking Building Three	+	1.3 fc
Parking Building Two	+	1.2 fc
Past Tree Line	□	0.4 fc
Site Overall	+	3.6 fc

LIGHTING FIXTURE SCHEDULE

ID	FIXTURE QTY	LAMP TYPE	NO. OF LAMPS	MOUNTING	LAMP WATTAGE	VOLTAGE	FIXTURE SIZE AND DESCRIPTION	MFR	CATALOG NO.	REMARKS/ACCESSORIES
HP	147	LED	NA	POLE MOUNT (25' AFG)	190.6	MVOLT	EXTERIOR ARCHITECTURAL AREA LUMINAIRE	LUMINIS	PL240-L1L180-SYR-30K-MVOLT-NLTH-PH7-MS-SP-U0-BKT-MG	PROVIDE WITH STRAIGHT EDGE DIFFUSER (U0) FOR ZERO UPLIGHT
H	180	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R3-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL
H1	8	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R4-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL

PRELIMINARY NOT FOR CONSTRUCTION

DATE:

NO.	REV DATE	REVISION	INT.

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Project Details: **TERAWULF INC** LAKE HAWKEYE #	Drawing Title: **LIGHTING PHOTOMETRIC PLANS**				RAMBOLL **RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.**
Location: #	Designer / Professional Engineer Responsible: #				
Project Number: **190091601**	Designed by #	Drawn by #	Checked by #	Approved by #	Date #
Project Status: PROGRESS SUBMISSION	Drawing Number: **E-101**			Scale	Sc X Rev.

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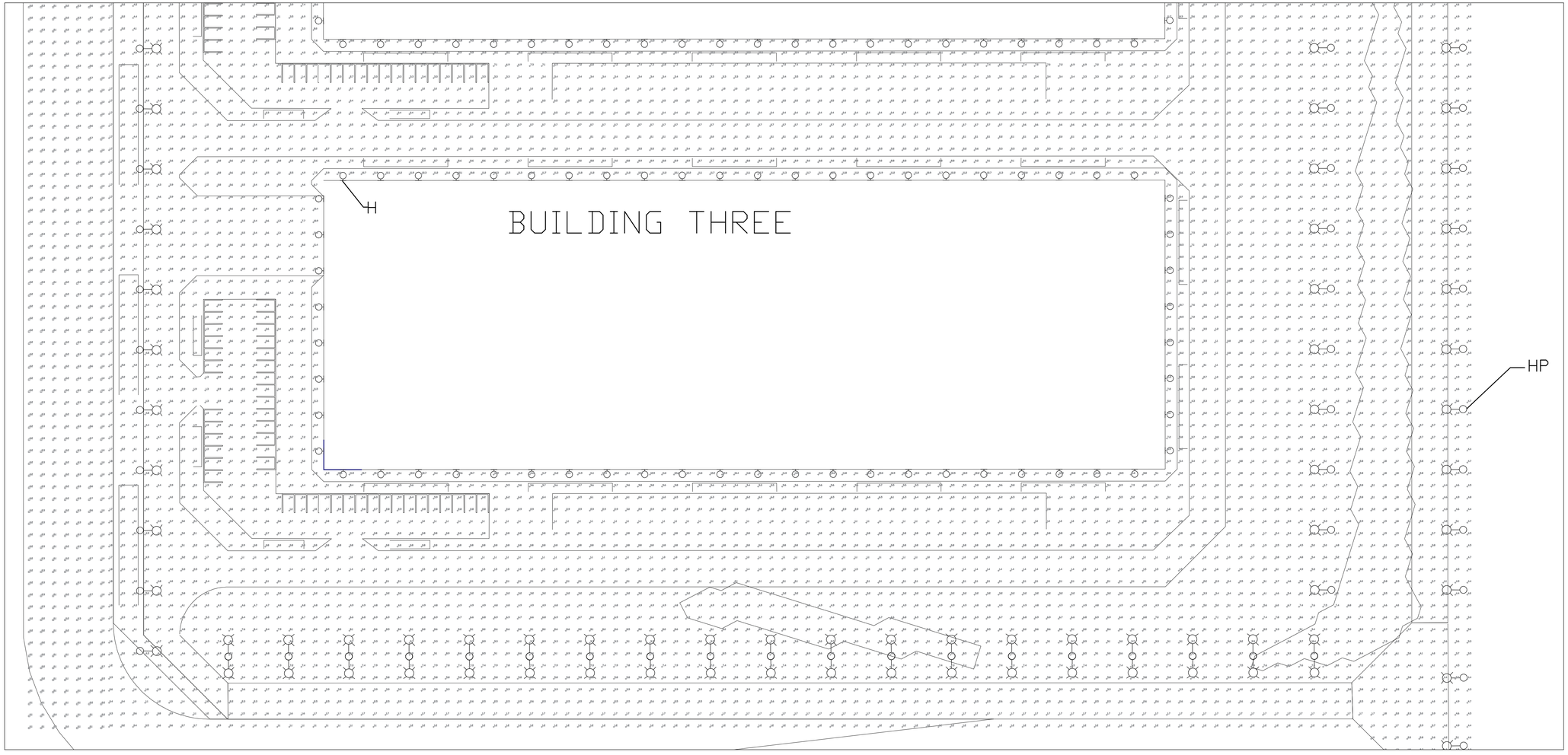

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Exterior Perimeter Road	+	3.0 fc
Guard Shed Exterior	+	3.1 fc
Parking Building One	+	1.2 fc
Parking Building Three	+	1.3 fc
Parking Building Two	+	1.2 fc
Past Tree Line	□	0.4 fc
Site Overall	+	3.6 fc

LIGHTING FIXTURE SCHEDULE

ID	FIXTURE QTY	LAMP TYPE	NO. OF LAMPS	MOUNTING	LAMP WATTAGE	VOLTAGE	FIXTURE SIZE AND DESCRIPTION	MFR	CATALOG NO.	REMARKS/ACCESSORIES
HP	147	LED	NA	POLE MOUNT (25' AFG)	190.6	MVOLT	EXTERIOR ARCHITECTURAL AREA LUMINAIRE	LUMINIS	PL240-L1L180-SYR-30K-MVOLT-NLTH-PH7-MS-SP-U0-BKT-MG	PROVIDE WITH STRAIGHT EDGE DIFFUSER (U0) FOR ZERO UPLIGHT
H	180	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R3-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL
H1	8	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R4-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL

PRELIMINARY NOT FOR CONSTRUCTION

DATE:

NO.	REV DATE	REVISION	INT.

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Project Details: TERAWULF INC, LAKE HAWKEYE, #	Drawing Title: LIGHTING PHOTOMETRIC PLANS	RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
Location: #	Designer / Professional Engineer Responsible: #	
Project Number: 190091601	Designed by: # / Drawn by: # / Checked by: # / Approved by: #	Date: #
Project Status: PROGRESS SUBMISSION	Drawing Number: E-102	Scale: / Sc: x / Rev.

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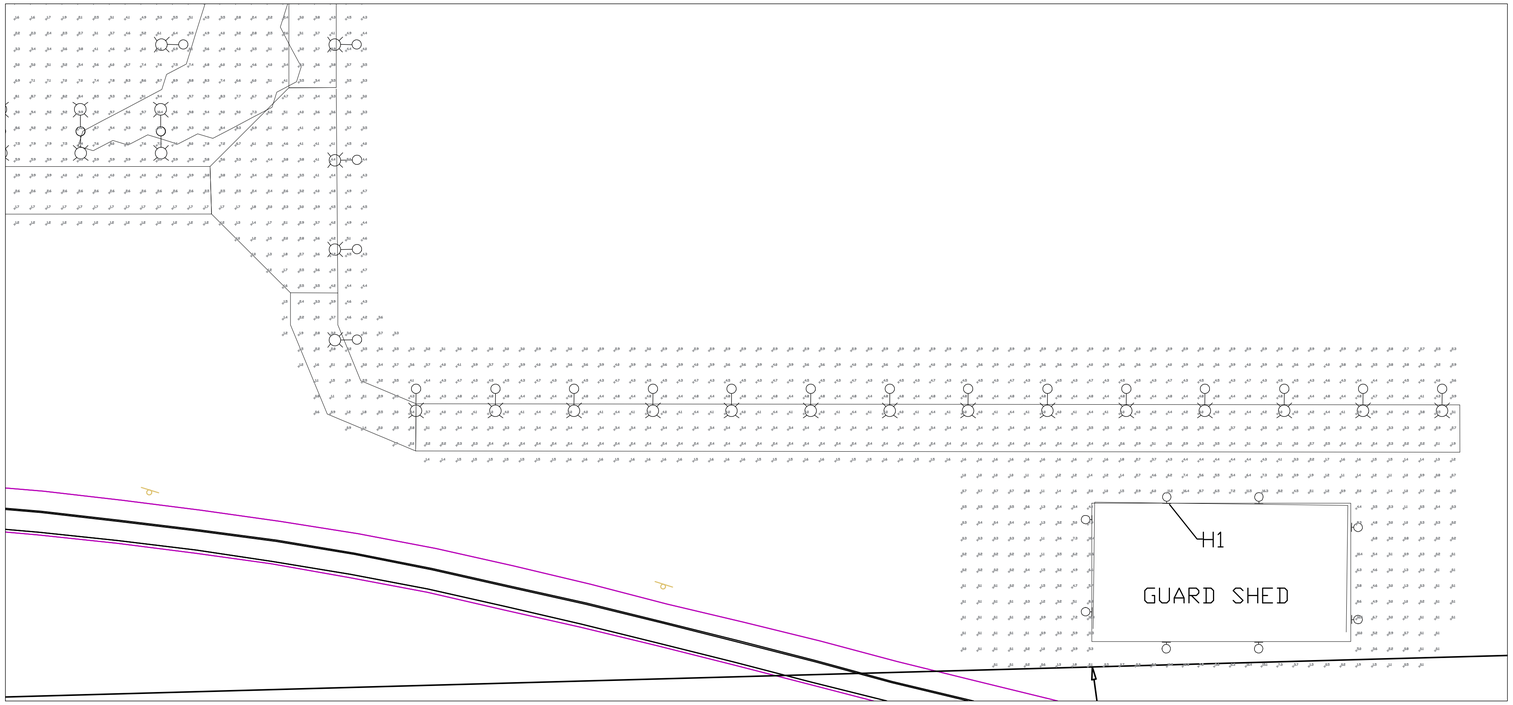
LIGHTING PLAN NOTES

1. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR UNCOVERED PARKING LOTS IS 1 FOOT-CANDLES (FC), AND CAN RANGE FROM 0.5-2 FC PER IESNA.
2. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR BUILDING EXTERIORS AND PEDESTRIAN WALKWAYS AND PATHWAYS IS 1-5 FOOT-CANDLES PER IESNA.
3. THE RECOMMENDED AVERAGE LIGHTING LEVEL FOR ROADWAYS AND STREETS IS 1-2 FOOT-CANDLES PER IESNA.
4. A DARK SKY COMPLIANT FIXTURE IS DESIGNED TO REDUCE LIGHT POLLUTION BY DIRECTING LIGHT DOWNWARD AND MINIMIZING GLARE. IT MUST BE FULLY SHIELDED, EMIT NO LIGHT ABOVE THE HORIZONTAL PLANE, AND USE A COLOR TEMPERATURE OF 3000K OR LOWER.



SITE LIGHTING PHOTOMETRICS

1/4"=1'-0" 4' 2' 0 2' 4'

Statistics

Description	Symbol	Avg
Building One Exterior	+	4.3 fc
Building Three Exterior	+	4.3 fc
Building Two Exterior	+	4.4 fc
Exterior Perimeter Road	+	3.0 fc
Guard Shed Exterior	+	3.1 fc
Parking Building One	+	1.2 fc
Parking Building Three	+	1.3 fc
Parking Building Two	+	1.2 fc
Past Tree Line	□	0.4 fc
Site Overall	+	3.6 fc

LIGHTING FIXTURE SCHEDULE

ID	FIXTURE QTY	LAMP TYPE	NO. OF LAMPS	MOUNTING	LAMP WATTAGE	VOLTAGE	FIXTURE SIZE AND DESCRIPTION	MFR	CATALOG NO.	REMARKS/ACCESSORIES
HP	147	LED	NA	POLE MOUNT (25' AFG)	190.6	MVOLT	EXTERIOR ARCHITECTURAL AREA LUMINAIRE	LUMINIS	PL240-L1L180-SYR-30K-MVOLT-NLTH-PH7-MS-SP-U0-BKT-MG	PROVIDE WITH STRAIGHT EDGE DIFFUSER (U0) FOR ZERO UPLIGHT
H	180	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R3-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL
H1	8	LED	NA	SURFACE/WALL (15' AFG)	76.2	MVOLT	EXTERIOR WALL-PACK FULL CUT OFF WIDE LIGHT DISTRIBUTION	LITHONIA	WDGE4-LED-P1-30K-70CRI-R4-MVOLT-SRM-PE-PIR-DBLXD	PROVIDE WITH 30K COLOR TEMPERATURE AND SRM MOUNTING FOR DARK SKY COMPLIANCE SEAL OF APPROVAL

PRELIMINARY NOT FOR CONSTRUCTION

DATE:

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Project Details: **TERAWULF INC** LAKE HAWKEYE #	Drawing Title: **LIGHTING PHOTOMETRIC PLANS**	RAMBOLL **RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.**			
Location: #	Designer / Professional Engineer Responsible: #				
Project Number **190091601**	Designed by #	Drawn by #	Checked by #	Approved by #	Date #
Project Status PROGRESS SUBMISSION	Drawing Number **E-103**			Scale	Sc x / Rev.

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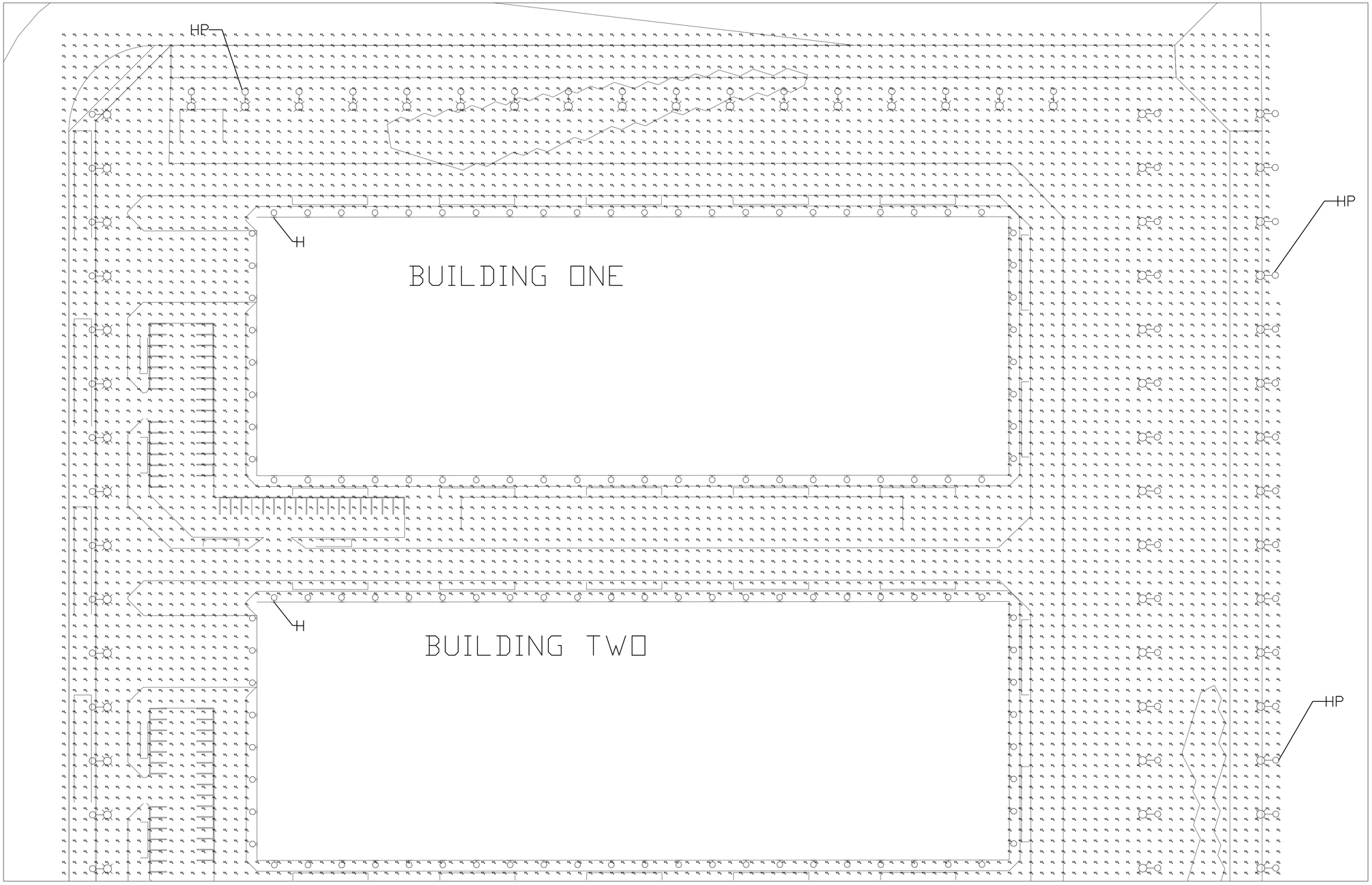

SITE LIGHTING VERTICAL PHOTOMETRICS

1/4"=1'-0" 4' 2' 0 2' 4'

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Vertical Measured at top of HP	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A

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Project Details: TERAWULF INC. LAKE HAWKEYE #	Drawing Title: LIGHTING PHOTOMETRIC PLANS				RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
Location: #	Designer / Professional Engineer Responsible: #				
Project Number: 190091601	Designed by: #	Drawn by: #	Checked by: #	Approved by: #	Date: #
Project Status: PROGRESS SUBMISSION	Drawing Number: E-201			Scale	Sc: x / Rev.

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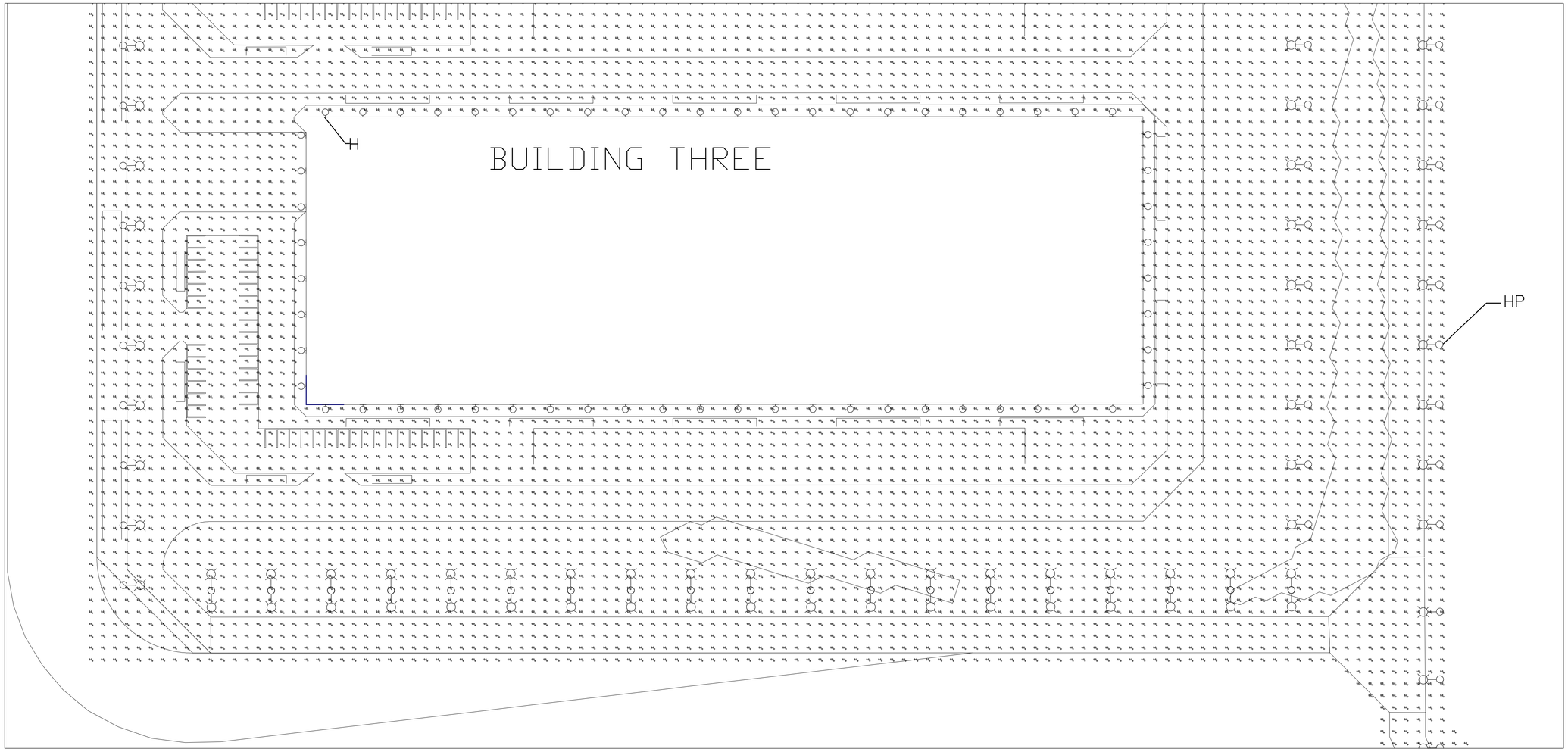

SITE LIGHTING VERTICAL PHOTOMETRICS

1/4"=1'-0"

4' 2' 0 2' 4'

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Vertical Measured at top of HP	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A

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Project Details: TERAWULF INC, LAKE HAWKEYE, #	Drawing Title: LIGHTING PHOTOMETRIC PLANS				RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.	
Location: #	Designer / Professional Engineer Responsible: #					
Project Number: 190091601	Designed by: #	Drawn by: #	Checked by: #	Approved by: #	Date: #	
Project Status: PROGRESS SUBMISSION	Drawing Number: E-202			Scale	Sc: x	Rev.

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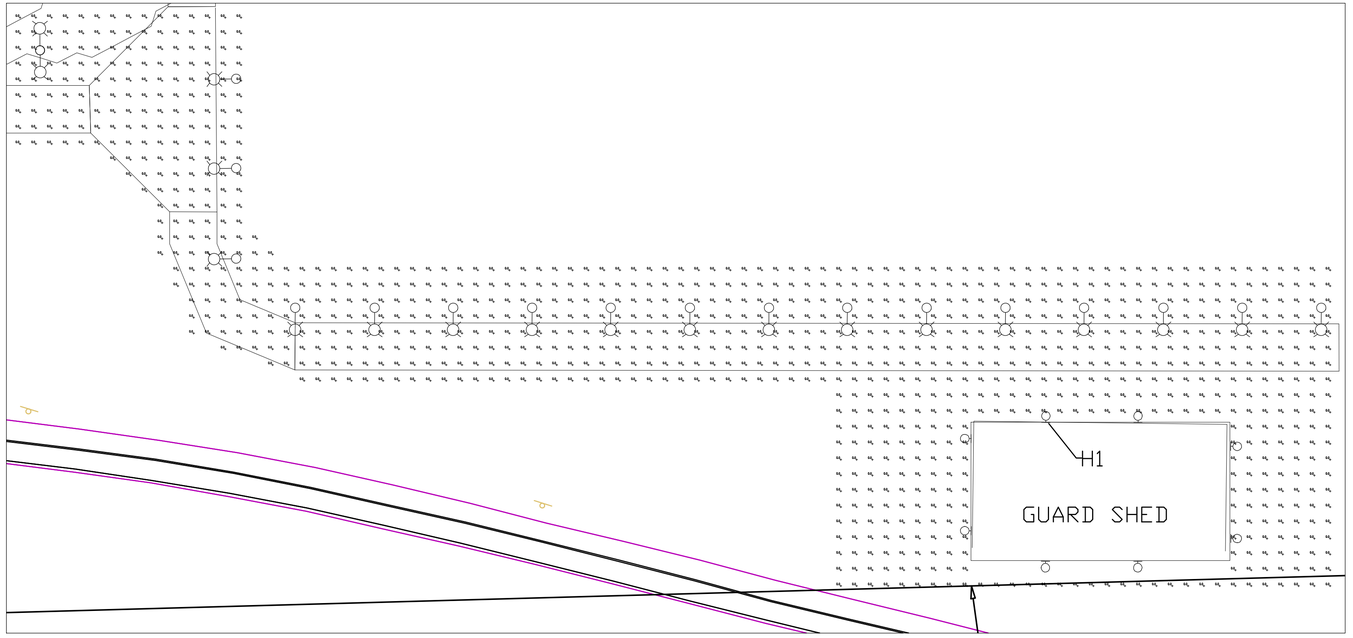

SITE LIGHTING VERTICAL PHOTOMETRICS

1/4"=1'-0"

4' 2' 0 2' 4'

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Vertical Measured at top of HP	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A

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Project Details: **TERAWULF INC**, LAKE HAWKEYE, #	Drawing Title: **LIGHTING PHOTOMETRIC PLANS**				RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.	
Location: #	Designer / Professional Engineer Responsible: #					
Project Number **190091601**	Designed by #	Drawn by #	Checked by #	Approved by #	Date #	
Project Status PROGRESS SUBMISSION	Drawing Number **E-203**			Scale	Sc x	Rev.

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