



ZONING BOARD OF APPEALS MEETING

Lansing Town Hall Board Room
Wednesday, October 14, 2026
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. **Project:** 339 Jerry Smith Rd - Area Variance

Applicant: Melissa Aucompaugh

Location: 339 Jerry Smith Rd, TPN 16.-1-10.2

Project Description: The applicant has applied for an Area Variance to install a 10’ acoustical fence around 6 Tesla Megapack battery units in a proposed 5 MW / 23.5 MWh BESS. A 10’ fence is proposed for safety, security, screening, and noise mitigation of these 9’2” tall battery units. Applicant needs relief from Town of Lansing Zoning Law § 270-24, Article IV General Provisions, Fences and Walls, where fences and walls up to six feet high are permitted as of right in all zones and in all locations. This project is located in the (AG) Agriculture zoning district.

SEQR: This project is a Type II action

Anticipated Action: Complete Public Hearing, issue conditions and approval

b. **Town Board Liaison Report**

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.

9/9/26

Jerry Smith, LLC Battery Energy Storage System

339 Jerry Smith Road, Lansing, NY 14882

Tax Id 16.-1-10.2

Project Narrative -Area Variance

Jerry Smith, LLC(Nexamp) presented the Town of Lansing with plans for a standalone battery energy storage facility located at 339 Jerry Smith Road in Lansing, NY. The proposed project will be constructed on lands identified as Tax Parcel 16.-1-1 and located within the Town's Agricultural ("AG") zoning district. The Nexamp team looks forward to working with Town staff, the Planning Board, Zoning Board of Appeals and emergency responders to ensure the project is designed and operated in compliance with all applicable provisions of the Town of Lansing Code and applicable Energy Storage regulations.

The proposed facility is a 5MWac/23.5MWh Battery Energy Storage System("BESS") utilizing six Tesla Megapack battery units. The project has been designed to occupy approximately +/-0.25 acres of fenced area with a total anticipated disturbance area of approximately +/-1.67 acres associated with access road improvements, equipment pad installation, utility interconnection infrastructure and stormwater controls. No solar photovoltaic panels are proposed as part of this project.

The Tesla Megapack Battery units are approximately 9'2" high. For safety, security and screening purposes, we have proposed the installation of Nexamp's standard 10' security fence to secure the perimeter of the electrical components of the project excluding the interconnection equipment. Acousti fence is also being added to the fence to mitigate the noise impact to any neighboring properties. (specifications shown on plan C-602) As per Section 270-24 of the Town of Lansing Zoning Code, fences and walls may be up to six feet tall. The Applicant is therefore seeking an area variance for a 10' security fence.

9/9/26

Jerry Smith, LLC Battery Energy Storage System

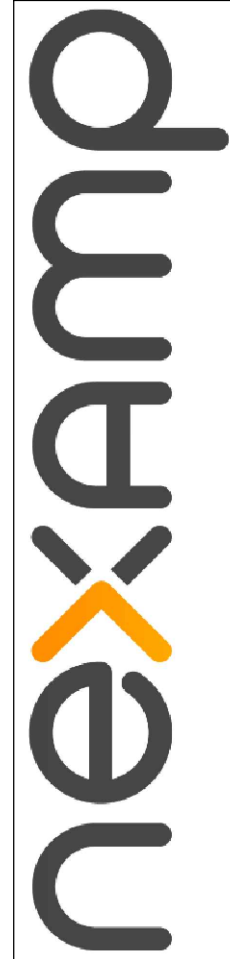
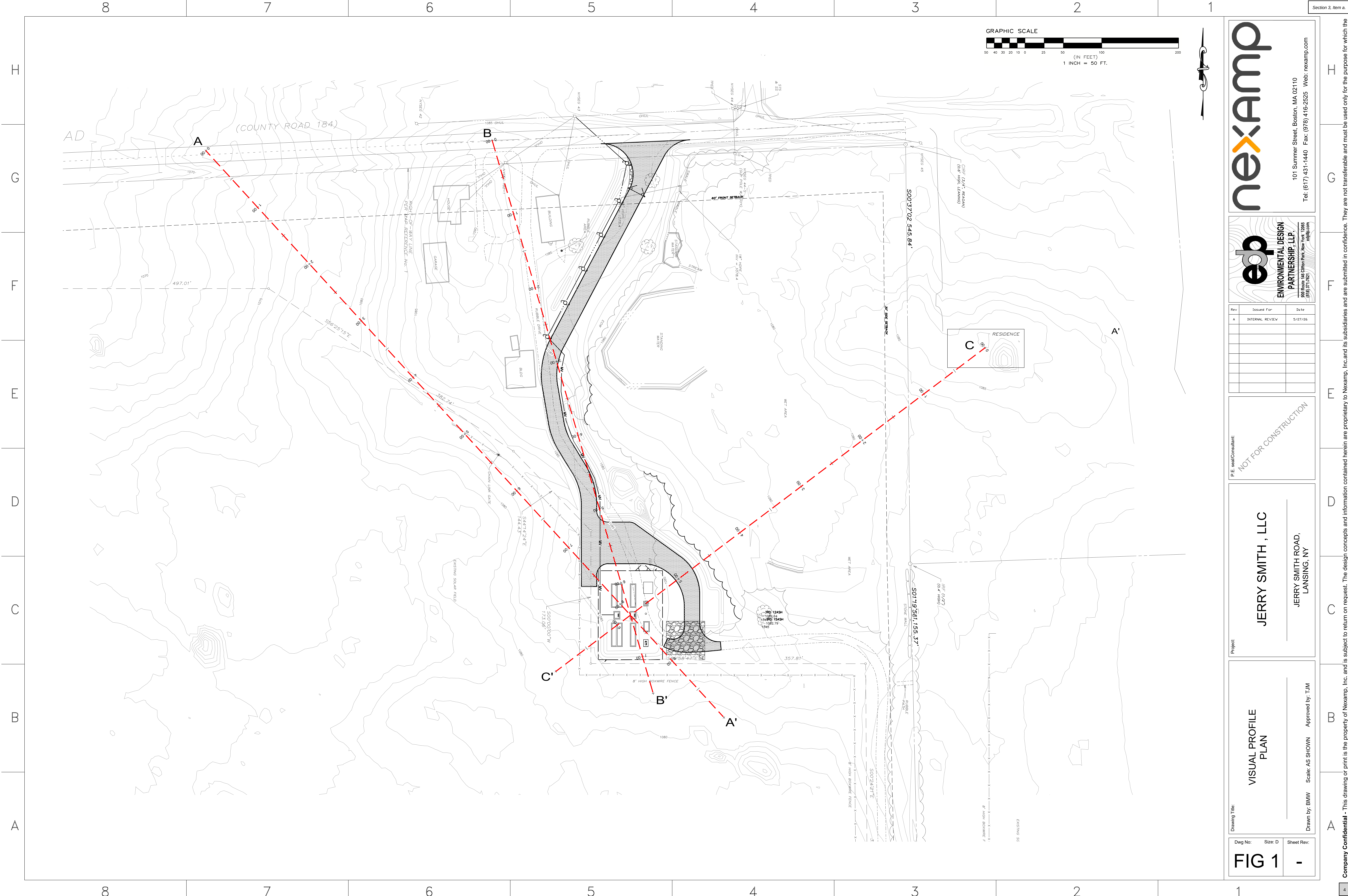
339 Jerry Smith Road, Lansing, NY 14882

Tax Id 16.-1-10.2

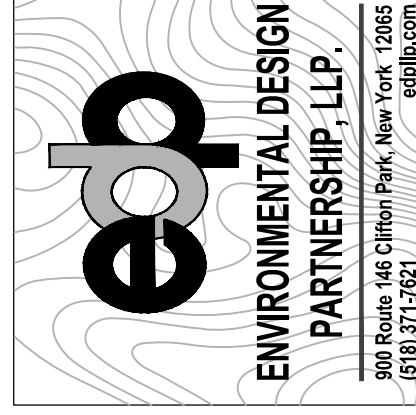
Balancing Test Question Answers (Area)

Please provide answers to the following questions:

- 1) Can the benefit be achieved by other means feasible to the Applicant? NO
- 2) Will there be an undesirable change in the neighborhood character or nearby properties? NO
- 3) Is the request substantial? NO
- 4) Will this request have adverse physical or environmental effect? NO
- 5) Is the difficulty self-created? YES



101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com



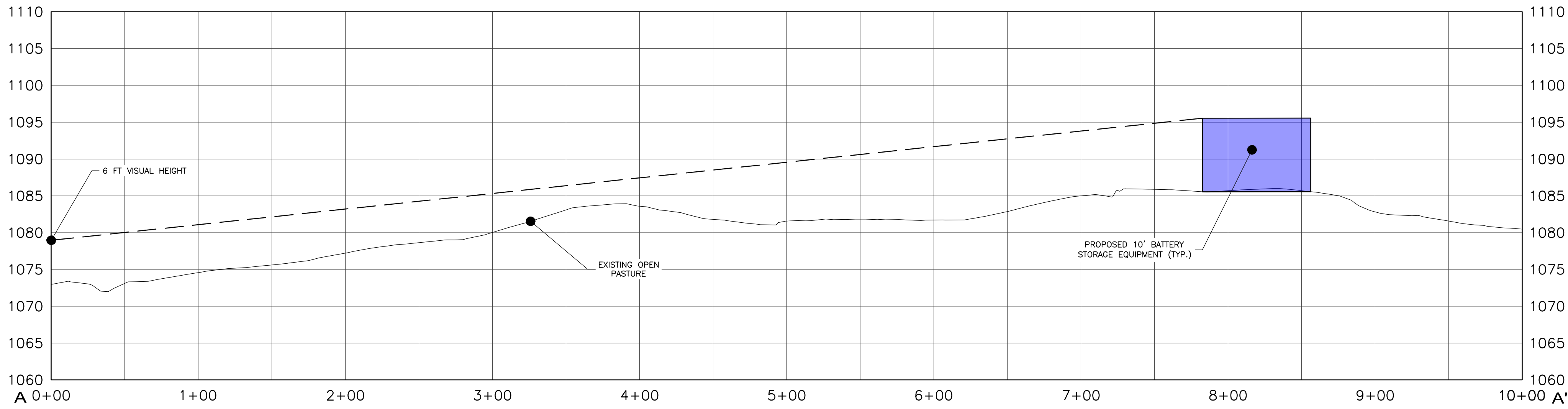
Rev	Issued For	Date
A	INTERNAL REVIEW	5/27/26

NOT FOR CONSTRUCTION

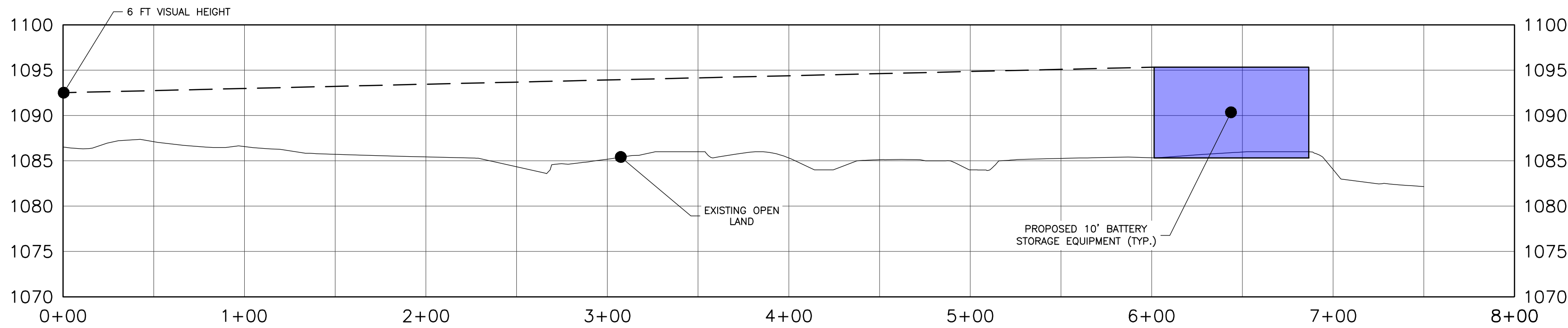
JERRY SMITH , LLC
JERRY SMITH ROAD,
LANSING, NY

VISUAL PROFILE
PLAN
Scale: AS SHOWN
Approved by: TJM

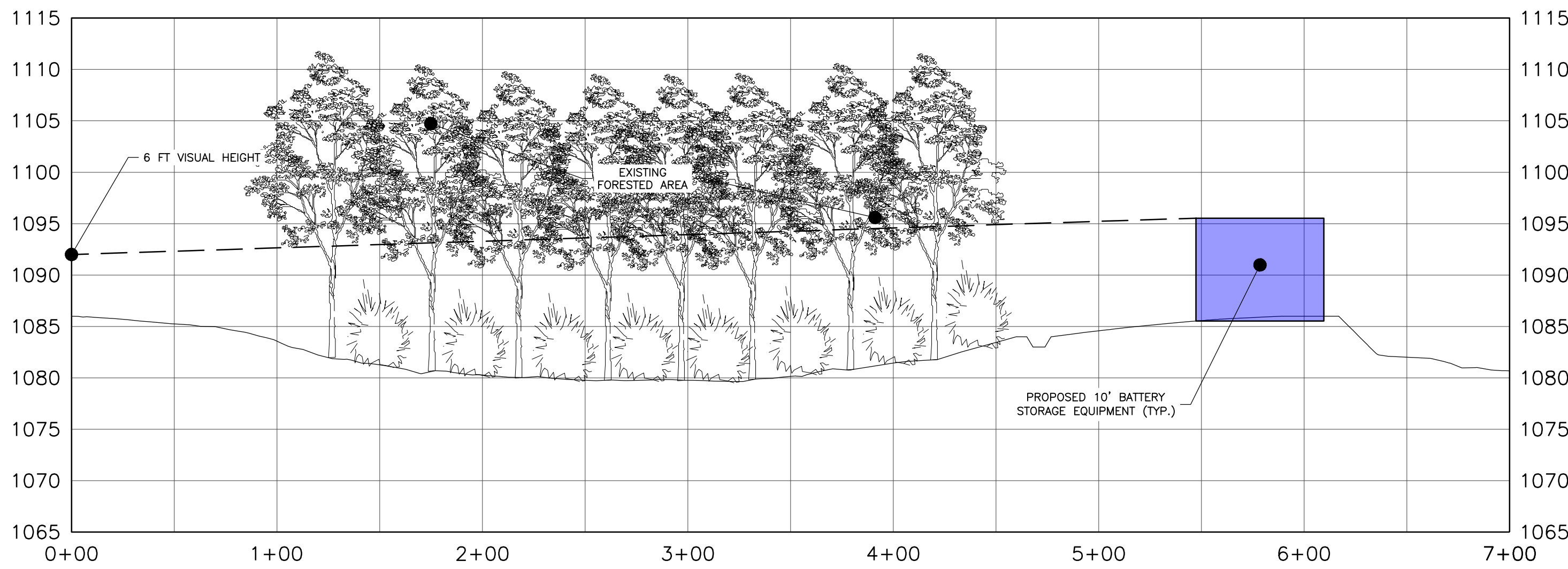
FIG 1 -



VISUAL PROFILE A-A'
SCALE HORIZONTAL: 1" = 50' VERTICAL: 1" = 10'



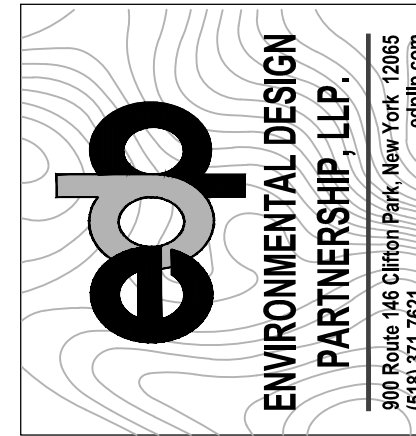
VISUAL PROFILE B-B'
SCALE HORIZONTAL: 1" = 50' VERTICAL: 1" = 10'



VISUAL PROFILE C-C'
SCALE HORIZONTAL: 1" = 50' VERTICAL: 1" = 10'



101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com



Rev	Issued For	Date
A	INTERNAL REVIEW	5/27/26

P.E. seal/Consultant
NOT FOR CONSTRUCTION

Project:
JERRY SMITH , LLC
JERRY SMITH ROAD,
LANSING, NY

Drawing Title:
VISUAL PROFILE PLAN
Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Dwg No: Size: D Sheet Rev:
FIG 2 -

LIBER 36 PAGE 250

3492

LICENSE AGREEMENT

AGREEMENT made and entered into as of the 16th day of NOVEMBER, 1990, by and between NEW YORK STATE ELECTRIC & GAS CORPORATION, an electric and gas corporation organized under the laws of the State of New York, having its principal place of business at Town of Dryden (no street address), Tompkins County, New York 14851, hereinafter referred to as the "Licensor", and WAYNE L. STRAW and DORIS K. STRAW, residing at 339 Jerry Smith Road, Lansing, New York 14882, hereinafter referred to as the "Licensee".

W I T N E S S E T H:

WHEREAS, the Licensee desires to use for agricultural purposes the premises described in a deed to the Licensor ("Licensor's Deed"), dated March 4, 1954 and recorded in the Tompkins County Clerk's Office in Liber 365 of Deeds at Page 573, such premises being hereinafter referred to as the "Premises"; and

WHEREAS, the Licensee now holds title to all or part of that certain land described in a deed to the Licensee, dated January 31, 1973 and recorded in the Tompkins County Clerk's Office in Liber 505 of Deeds at Page 680, such land being hereinafter referred to as the "Adjacent Land"; and

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WHEREAS, the agricultural use of the Premises would benefit both the Licensor and the Licensee; and

WHEREAS, the Licensor is willing to permit the use of the Premises by the Licensee for agricultural purposes upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed as follows:

1. That the Licensee may use the Premises for agricultural purposes only and that the Licensee's use of the Premises shall be rent free.
2. That the use of the Premises by the Licensee shall be in such manner as not to interfere with the Licensor's use of the Premises, including, but not limited to, the Licensor's construction, reconstruction, maintenance, repair, operation or other use of the poles, wires, lines or other facilities, structures, fixtures and/or appurtenances placed upon, over or under the Premises by the Licensor now or at any time in the future.
3. That the Licensee shall place no facilities, structures, fixtures and/or appurtenances upon, over or under the Premises and shall construct no path, road or driveway or do any excavating (except agricultural ditching), mining or blasting within the limits of the Premises without the prior written consent of the Licensor, except as may be provided in the Licensor's Deed.

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4. That the Licensee in the use of the Premises shall maintain a clearance of fifteen (15) feet or more from the Licensor's aerial wires with equipment, crops or otherwise.

5. That in the event that the Premises, any facilities (including agricultural ditching facilities), structures, fixtures and/or appurtenances located upon, over or under the Premises, or any crops present, planted or growing on the Premises are damaged by the Licensor or the Licensee is prevented from using the Premises because of the Licensor's use of the Premises, including, but not limited to, its construction, reconstruction, maintenance, repair or operation of its present and/or future facilities, structures, fixtures and/or appurtenances upon, over or under the Premises, the Licensor, its contractors, agents and employees shall not be liable for any loss, cost or expenses by reason of such damage to said Premises, said facilities (including agricultural ditching facilities), structures, fixtures and/or appurtenances, or said crops, or by reason of the Licensee's inability to use the Premises.

6. That the Licensor, where practicable, shall give the Licensee thirty (30) days prior notice of any non-emergency construction, reconstruction, maintenance or repair of its present and/or future facilities, structures, fixtures and/or appurtenances upon, over or under the Premises.

7. That the term of this License Agreement shall

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commence upon the date of its execution and shall continue until it is terminated in accordance with its terms.

8. That this License Agreement may be terminated by the Licensee at any time upon thirty (30) days prior notice.

9. That the Licensee shall not assign or transfer its rights or obligations hereunder, or any interest herein, except upon the prior written consent of the Licensor; provided, however, that the Licensee may, by a writing, permit another party to use the Premises, for agricultural purposes only, in accordance with the terms hereof if the Licensee gives the Licensor thirty (30) days prior notice thereof identifying the third party by name and address. The Licensee shall give a copy of any such writing to the Licensor promptly upon the execution thereof. Any such permitted use by a third party shall not affect the rights or obligations of the Licensee hereunder.

10. That this License Agreement may be terminated by the Licensor at any time upon six (6) months prior notice if the Licensor, in its sole discretion, deems such termination to be necessary to insure its use of the Premises, without interference, for any purpose whatsoever, including, but not limited to, its construction, reconstruction, maintenance, repair, operation or other use of the poles, wires, lines or other facilities, structures, fixtures and/or appurtenances placed upon, over or under the Premises by the Licensor now or at

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any time in the future. If, after any such termination, the Licensor's use of the Premises becomes such that it would not be interfered with by the use of the Premises for agricultural purposes only, the Licensor shall enter into a License Agreement substantially similar to this License Agreement with the then owner of the Adjacent Land if requested to do so by such owner prior to any use of the Premises by such owner.

11. That in the event of the termination of this License Agreement in accordance with its terms, the Licensor shall not be liable for any loss, cost or expenses suffered by the Licensee by reason of such termination.

12. That this License Agreement shall automatically terminate upon the sale of, or other transfer of title to, the Premises by the Licensor.

13. That this License Agreement shall automatically terminate (i) upon the death of the Licensee or, if there is more than one Licensee, upon the death of all of them, or (ii) upon the sale of, or other transfer of title to, all or any part of the Adjacent Land. Upon the termination of this License Agreement, pursuant to this Paragraph, the Licensor shall enter into a substantially similar License Agreement with the Licensee's successor in interest to the Adjacent Land (a) if requested to do so by the Licensee's successor in interest to the Adjacent Land prior to any use of the Premises by such successor

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in interest, and (b) if doing so would not interfere with the Licensors then-present or then-planned use of the Premises, regardless of the nature of such use of the Premises.

14. That this License Agreement shall automatically terminate (i) if the Premises are not used for agricultural purposes by the Licensee for any uninterrupted seven hundred and thirty (730) day period or (ii) if the Licensee violates any term or condition of this License Agreement. For purposes of this Paragraph, the term "agricultural purposes" shall mean only the planting, growing and harvesting of a cash crop. The Licensee's failure to plant, grow and harvest a cash crop for such a period shall not terminate this License Agreement if (a) such failure is required by (1) the Licensee's participation in a farm benefit program conducted by the Department of Agriculture of the United States of America or by the Department of Agriculture and Markets of the State of New York or (2) the Licensee's employment of an agricultural practice generally accepted within the agricultural industry of the State of New York as appropriate for use by one in the Licensee's circumstances as such circumstances exist at the time such practice is employed, (b) the Licensee keeps the Premises free and clear of such trees, brush or other obstructions as might interfere with the Licensors use of the Premises during such period, (c) the Licensee promptly gives the Licensors notice of the date of the commencement of its

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participation in such program or its employment of such practice, which notice specifies the program participated in or the practice employed and (d) the Licensee promptly gives the Licensor notice of the date of the termination of its participation in such program or its employment of such practice, which notice specifies the program participated in or the practice employed.

15. That under no circumstances, regardless of the period that this License Agreement is in effect, shall the Licensee acquire any interest whatsoever in the title to the Premises but shall have only such interest as is herein provided.

16. That the Licensee assumes full responsibility for any and all liability arising from the use of the Premises by the Licensee, his contractors, agents, servants, employees, invitees, licensees and representatives and hereby agrees to pay the Licensor an amount to reimburse the Licensor in full for any damage to the Licensor arising therefrom.

17. That the Licensor shall not in any case be liable to the Licensee or his contractors, agents, servants, employees or any person or persons including, but not limited to, the Licensee's licensees, invitees or users of the Premises for or on account of any injury to or death of such Licensee, contractors, agents, servants, employees or any person or persons, including, but not limited to, the Licensee's licensees, invitees or users

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of the Premises, arising out of, or in any way connected with, the use of the Premises, or for or on account of injury to or damage to their property, arising out of, or in any way connected with, the use of the Premises, and the Licensee hereby assumes full responsibility for and hereby releases the Licensor from all responsibility for any such death, injury, damage or liability and hereby covenants and agrees to indemnify and save harmless the Licensor, its successors and assigns, from and against any and all losses, damages, costs, claims for damages, demands, suits, recoveries, judgments, executions or penalties which may be made, had, brought or recovered by reason of or on account of any such death, injury, damage or liability.

18. That any notice or request required to be given or made herein shall be deemed sufficient if given or made in writing and sent by certified or registered mail, return receipt requested, to the party entitled to such notice or request at the address of such party as stated above unless that party has previously given notice that some other address is to be used.

19. That the word "Licensee" when used herein shall mean the person or persons with whom the Licensor enters into this License Agreement.

20. That this License Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior

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EMRWL1

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discussions, oral commitments and prior written instruments.
There are no representations, warranties, covenants or promises other than those expressly set forth herein. Any modification of this License Agreement shall be in writing and shall be signed by each party to this Agreement before having any force or effect. Nothing in this License Agreement shall affect the Licensor's Deed in any way whatsoever, including, without limitation, any reservations or exceptions set forth therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

LICENSOR
NEW YORK STATE ELECTRIC & GAS CORPORATION

By: William G. M. Carr
Vice President



Assistant Secretary

LICENSEE

Wayne L. Straw

Print Name: WAYNE L. STRAW

Doris K. Straw

Print Name: DORIS K. STRAW.

LIBER 36 PAGE 259

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On this 20th day of December, 1990, before me personally came William G. McCann, to me personally known, who, being by me duly sworn, did depose and say that he resides at RD 2, Box 250 B, Noyes Rd. in Vestal, New York; that he is a vice president of New York State Electric & Gas Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation or by authority of the bylaws of said corporation; and that he signed his name thereto by like order or authority.

Jeanette F. Fendick
Notary Public

JEANETTE F. FENDICK
Notary Public, State of New York
No. 4648976
Residing in Broome County
My commission expires August 31, 1991

STATE OF NEW YORK)
) ss.:
COUNTY OF Chemung)

On this 16th day of November, 1990, before me personally came Wayne & Doris Strawn, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (they) severally) duly acknowledged to me that he (they) executed the same.

Dawn M. Martyniak
Notary Public

DAWNE M. MARTYNIK
NOTARY PUBLIC #4799111
CHEMUNG COUNTY, STATE OF NEW YORK
MY COMMISSION EXPIRES DEC 30, 1991

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EMRUL1

Tompkins County, ss: 3rd Day of June 1991
Recorded on the 3rd of June 1991
3:49 o'clock P.M., in Liber 36 of Miscellaneous
at page 259 and examined.
Aurora R. Valente Clerk

01418

RECEIVED of the NEW YORK TELEPHONE COMPANY whose principal office is at 140 West Street, City, County and State of New York, hereinafter referred to as the Grantee, One Dollar (\$1.00) in consideration of which

of 339 Jerry Smith Rd.
of Ludlowville, N.Y.
of _____

hereinafter called the Grantor(s) hereby grant(s) and convey(s) with general Warranty unto the Grantee its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair, replace and operate its communication lines, consisting of such poles, cables, conduits, manholes, fixtures, marker poles and appurtenances, as the business of the Grantee, its successors, assigns, and lessees, may from time to time require under, through, over and across the property which the Grantor(s) own(s) or in which the Grantor(s) may have an interest, being a part of _____ Lot No. _____ Block No. _____ of the Town of Lansing, County of Tompkins and

State of New York, and also upon, over and/or under the highways upon or adjoining said property, with the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and reaching points on Grantee's right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantor(s) for themselves, their heirs, assigns, successors and legal representatives, hereby covenant(s) that no building or other structure will be erected or permitted within 10 feet of said lines.

Place buried communication lines 30ft ± South of
the center line of the Jerry Smith Rd.

The Grantee, its successors, assigns and/or lessees shall compensate the Grantor(s) for all damage to crops and shall repair any damage done to the driveways, fences and fields in the exercise of the rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantor(s) under seal this _____ day of _____, 19____.

Witnesses:

Augustus C. Wolfe L.S.
Berquene T. Wolfe L.S.

L.S.
L.S.

STATE OF NEW YORK } ss:
COUNTY OF Tompkins }

On the 15th day of May, 1972, before me personally appeared Augustus C. Wolfe, Berquene T. Wolfe to me known,

and known to me to be the same person described in and who executed the within instrument, and _____

they acknowledged to me that

they executed the same.

Gordon M. Madison
Notary Public

REAL ESTATE TRANSFER TAX
.55

GORDON M. MADISON
Notary Public, No. 55-7650945
Tompkins County, New York State
My Commission Expires March 30, 1974

TOMPKINS COUNTY
009089
REAL ESTATE
TRANSFER TAX
STATE OF NEW YORK
Dept. of Taxation & Finance
MAY 16 '72
\$00.55
PB. 10940

LIBER 500 PAGE 107

A true copy of the original recorded on the 16th day of May, 1972 at 11:42 o'clock A.M. and examined.

Eric S. Boyd
Clerk

LIBER 661 PAGE 790

2855
Easement

THIS INSTRUMENT WITNESSETH THAT WAYNE L. AND DORIS K. STRAW

, hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of LANSING, County of TOMPKINS, State of New York, fronting on the street or highway known as JERRY SMITH ROAD, bounded EASTERLY by lands of ROGERS and

NORTHERLY by lands of JERRY SMITH ROAD, BONMAN, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or line of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communication facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is 10 feet in width throughout its extent, situate, lying and being as follows:

THE CENTER LINE OF RIGHT OF WAY TO BEGIN ABOUT 220 FEET WESTERLY FROM THE EASTERLY PROPERTY LINE OF GRANTOR'S LAND AND ABOUT 29 FEET SOUTHERLY FROM THE CENTER OF JERRY SMITH ROAD; THENCE SAID CENTER LINE TO EXTEND IN A NORTHERLY DIRECTION TO AND ACROSS SAID ROAD TOGETHER WITH SERVICE EXTENSIONS AND GUYING FACILITIES LYING OUTSIDE OF THE ABOVE SPECIFIED WIDTH OF RIGHT OF WAY.

TOGETHER with free ingress and egress over the easement and right of way and other lands of Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantees, may interfere with the construction, operation and maintenance of their line or lines.

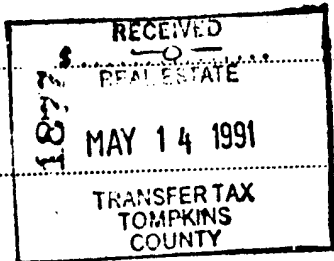
PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s): the right to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of 8 feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and seal(s) this 15 day of NOVEMBER, 1990.

IN PRESENCE OF:



Wayne L. Straw (L.S.)
Address: 338 Jerry Smith Rd.

Doris K. Straw (L.S.)
Address: Same As Above

Address: _____ (L.S.)

Address: _____ (L.S.)

Address: _____ (L.S.)

Address: _____ (L.S.)

Address: _____ (L.S.)

NEW YORK STATE ELECTRIC & GAS CORP-ITHACA DOCUMENT FILE

ITHACA

RWC- 55

791 Line 63 **Assessment**

Auth. 43052-9000 Parcel No. 431
Area Cost Center Co. 43-90
Construction W. O. No. 43050-448

661
LIBER

WAYNE L. STRAW
DORIS K. STRAW

NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated NOVEMBER 15, 1990

State of New York } ss:
County of Tompkins }

Recorded on the 14th day of May, 1991

at 1:31 o'clock P.M.

In Book 64 of Deeds at

Page 730 and examined
Luisa R. Valente
(Clerk)

(Personal Acknowledgment)

FILED

(Subscribing Witness Acknowledgment)

(Corporate Acknowledgment With Seal)

State of New York } ss:
County of Tompkins }

MAY 11 1 21 PM
TOMPKINS COUNTY
CLERK'S OFFICE

State of New York } ss:
County of }

State of New York } ss:
County of }

On this 15 day of NOVEMBER, 1990, before me, the subscriber, personally appeared

On this day of 19, before me came

WAYNE L. STRAW
DORIS K. STRAW

the subscribing witness to the foregoing Instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at

to me personally known, who, being by me duly sworn, did depose and say that he resides at

to me personally known and known to me to be the same persons described in and who executed the within Instrument and duly acknowledged to me the execution of the same.

Samuel A. Miller
Notary Public
SANDY G. WILSON
Notary Public, State of New York
No. 470596
Qualified in Tompkins County
Comm. Expires 8-31-91

in the of that he knew to be the individual described in and who executed the foregoing Instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

in the of and that he is of the corporation described in and which executed the above Instrument that he knows the seal of said Corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

TITLE ok 3-27-91 SM
Paid from Working Fund Office

Ck. No. Amt. Date

Ck. No. Amt. Date

Consideration on this document is less than \$100.00.

RETURN TO MAY 2 1991

CORPORATE RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14851

Rec'd
Stamp



Tompkins County Clerk Recording Page

Return To

NEW YORK STATE ELECTRIC & GAS
65 COUNTRY CLUB RD.
ONEONTA, NY 13820

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **EASEMENT**

Receipt Number: 19-239125

Grantor (Party 1)

STRAW, WAYNE L

Grantee (Party 2)

NYSEG

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$1.00
Pages Fee	\$15.00
State Surcharge	\$20.00
Total Fees Paid:	\$56.00

Transfer Amt: \$0.00

Instrument #: 2019-09123

Transfer Tax #: 002182

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on July 24th, 2019 at 12:23:53 PM
with a total page count of 3.

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

EASEMENT

Section 3, Item a.

THIS INSTRUMENT WITNESSETH THAT WAYNE L. STRAW AND DORIS K. STRAW

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of LANSING, County of TOMPKINS, State of New York, fronting on the street or highway known as JERRY SMITH ROAD, bounded NORTHERLY IN PART by lands of JERRY SMITH ROAD and SOUTHERLY IN PART by lands of N/F NEW YORK STATE ELECTRIC AND GAS CORP, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is -30- feet in width throughout its extent, situate, lying and being as follows:

THE CENTERLINE OF SAID EASEMENT AND RIGHT OF WAY ENTERS GRANTORS LAND ON THE NORTH FROM THE CENTERLINE OF JERRY SMITH ROAD AT A POINT ADJACENT TO GRANTORS NORTHWESTERLY PROPERTY CORNER; THENCE SAID CENTERLINE EXTENDS IN A SOUTHEASTERLY DIRECTION TO A POINT (GRANTEES POLE 39-1 OF LINE 533), LOCATED ABOUT SIXTY (60) FEET SOUTHERLY OF THE CENTERLINE OF JERRY SMITH ROAD AND ABOUT NINETY (90) FEET EASTERLY OF GRANTORS WESTERLY PROPERTY LINE; THENCE SAID CENTERLINE EXTENDS IN A SOUTHERLY DIRECTION A DISTANCE OF ABOUT FORTY (40) FEET TO A POINT (GRANTEES POLE 39-2 OF LINE 533), LOCATED ABOUT NINETY (90) FEET EASTERLY OF GRANTORS WESTERLY PROPERTY LINE; TOGETHER WITH GUYING FACILITIES AND SERVICE EXTENSIONS OUTSIDE STATED EASEMENT WIDTH.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with rights for free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may interfere with the construction, operation and maintenance of its line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this Instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of -10- feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and seal(s) this 17 day of June, 2019.

IN PRESENCE OF:

X Wayne L. Straw X Wayne Straw (L.S.)

Address: 339 Jerry Smith RdLansing, NY 14882

X Doris K. Straw X Doris K. Straw (L.S.)

Address: 339 Jerry Smith RdLansing, NY 14882

(L.S.)

Address: _____

RW-3, 02/00

New York State Electric & Gas Corp. - Records Management & Real Estate Services

ITHACA

RWC - 223

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line 533 P39-1, 39-2 NEXAMP PY

Auth. 9800008392, Parcel No. 0120

Area Cost Center No. RC24020410

Construction W.O. No. 801000235244/239864

WAYNE L STRAW

DORIS K STRAW

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated June 17, 2019

STATE OF NEW YORK }
COUNTY OF } ss:

Recorded on the _____ day of _____

at _____ o'clock _____ M.

In Book _____ of Deeds at
Page _____ and examined.

(Clerk)

Consideration on this document
is less than \$100.00STATE OF NEW YORK }
COUNTY OF Tompkins } ss:X On the 17 day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared
WAYNE L STRAW

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

X DEBORAH K MUMSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023

* For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

STATE OF NEW YORK }
COUNTY OF Tompkins } ss:X On the 17 day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared
DORIS K STRAW

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

X DEBORAH K MUMSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023

* For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

STATE OF NEW YORK }
COUNTY OF Tompkins } ss:X On the 17 day of June, 2019, before me personally came
Wayne L Straw
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at 339 Albany Street, RDIn the presence of Doris K Straw
that he knew described in and who executed the foregoing instrument that they said subscribing witness, was present and saw Doris Straw execute the same; and that said witness, at the same time, subscribed his name as witness thereto.

Notary Public

X DEBORAH K MUMSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023Qualified in Tompkins County
Commission Expires May 11, 2023

TAX MAP NUMBER

Section 16, Block 1, Lot 10

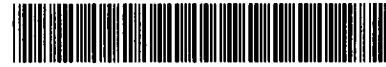
RETURN TO

PROPERTY MANAGEMENT

NEW YORK STATE ELECTRIC & GAS CORP.

POST OFFICE BOX 5224

BINGHAMTON, NEW YORK 13902-5224



Tompkins County Clerk Recording Page

Return To

COUCH WHITE LLP
ENV

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **LEASE**

Receipt Number: 19-243008

Grantor (Party 1)

STRAW, WAYNE L

Grantee (Party 2)

LANSING RENEWABLES LLC

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$30.00
State Surcharge	\$20.00
Total Fees Paid:	\$75.00

Transfer Amt: \$0.00

Instrument #: 2019-11143

Transfer Tax #: 000241

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on September 4th, 2019 at 9:37:06 AM
with a total page count of **6**.

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

Do Not Detach

Memorandum of Lease
Pursuant to Section 291-c of
The New York Real Property Law

Date of Execution of Lease: April 21, 2016

Name and Address of Landlord: **WAYNE L. STRAW AND DORIS K. STRAW**
339 Jerry Smith Road
Lansing, NY 14882

Name and Address of Tenant: **LANSING RENEWABLES, LLC**
a Delaware limited liability company
101 Summer Street, 2nd Floor
Boston, MA 02110

The Lease: Solar Energy Lease and Easement Agreement, dated April 21, 2016, by and between Landlord and SoCore NY Development LLC ("Original Tenant"), as assigned by Original Tenant to Nexamp Solar, LLC ("Second Tenant") by that certain Assignment and Assumption of Leases, dated December 21, 2017, as further amended by that certain First Amendment to Solar Energy Lease and Easement Agreement, dated March 6, 2018, as assigned by Second Tenant to Tenant by that certain Assignment Agreement, dated June 28, 2019, as further amended by that certain Second Amendment to Solar Energy Lease and Easement Agreement, dated August 27, 2019 (collectively, the "Lease").

Description of Property: 26.668 acres of that certain land located at 339 Jerry Smith Road, in the Town of Lansing, Tompkins County, New York, being a portion of Tax Map Number 16.-1-10, and is more particularly described on **Exhibit A** attached hereto.

Term of Lease: The Lease has a term commencing on April 21, 2016 and expiring twenty (20) years from the Operations Date. Tenant has the right to extend the term for two (2) renewal terms of ten (10) years each in accordance with the terms and provisions of the Lease.

Record & Return:
Couch White, LLP
Attn: David Breault
540 Broadway, 7th Floor
Albany, New York 12207

Memorandum of Lease:

This instrument (this “Memorandum”), executed in connection with the Lease, is intended to be and is entered into as a memorandum thereof solely for the purpose of recordation and the giving of notice of the tenancy created by the Lease and of the rights and obligations of Landlord and Tenant thereunder and shall not, in any event, be construed to change, vary, modify or interpret the Lease or any of the terms, covenants or conditions thereof, or any part thereof, which are set forth, described or summarized herein and reference is hereby made to the Lease for any and all purposes. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. All capitalized terms used in this Memorandum shall have, unless otherwise defined herein, the meanings ascribed to them in the Lease.

[Remainder of page intentionally left blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Memorandum of Lease as of the date last written below.

LANDLORD:

X Wayne L. Straw
Wayne L. Straw

X Doris K. Straw
Doris K. Straw

X STATE OF NEW YORK }
COUNTY OF Tompkins } ss.:

On the 20 day of Aug, in the year 2019, before me, the undersigned, personally appeared Wayne L. Straw and Doris K. Straw, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Deborah K Munson
Notary Public

DEBORAH K MUNSON
Notary Public, State of New York
No. 01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023

TENANT:

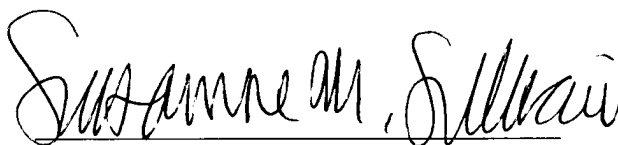
LANSING RENEWABLES, LLC

By: Chris ClarkTitle: SVPDate: 8/27/2019

COMMONWEALTH OF MASSACHUSETTS }

COUNTY OF Suffolk} ss.:
}

On the 27th day of August, in the year 2019, before me, the undersigned, personally appeared Chris Clark, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

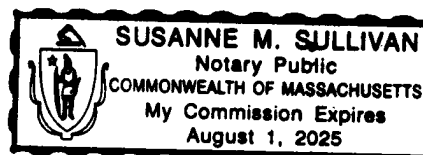
Susanne M. Sullivan

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins and State of New York, bounded and described as follows:

Beginning at a point on the northeasterly boundary of lands now or formerly owned by New York State Electric & Gas Corporation (L.365, P.573), said point of beginning being S56°36'04"E, a distance of 36.91 feet from the intersection of said northeasterly boundary of New York State Electric & Gas Corporation with the dividing line between lands now or formerly owned by Karen B. Huether, as Trustee of the Judy H. Barron Irrevocable Trust (Instrument #2014-12782) on the west and lands now or formerly owned by Wayne L. Straw & Doris K. Straw (L.535, P.680) on the east;

Thence N2°14'20"W, through the aforesaid lands now or formerly owned by Wayne L. Straw & Doris K. Straw, a distance of 801.16 feet to a point on the southerly boundary of Jerry Smith Road;

Thence N87°42'28"E, along said boundary of Jerry Smith Road, a distance of 106.36 feet to a point;

Thence the following nine (9) courses and distances through the aforesaid lands now or formerly owned by Wayne L. Straw & Doris K. Straw:

1. S0°00'00"E, a distance of 125.49 feet to a point;
2. N90°00'00"E, a distance of 497.01 feet to a point;
3. S56°25'15"E, a distance of 382.74 feet to a point;
4. S44°14'24"E, a distance of 144.43 feet to a point;
5. S0°00'00"W, a distance of 173.06 feet to a point;
6. S89°58'47"E, a distance of 357.81 feet to a point;
7. S0°24'21"E, a distance of 323.61 feet to a point;
8. S3°29'11"W, a distance of 327.98 feet to a point;
9. N90°00'00"W, a distance of 634.11 feet to a point on the first above mentioned northeasterly boundary of lands now or formerly owned by New York State Electric & Gas Corporation;

Thence N56°36'04"W, along said boundary of New York State Electric & Gas Corporation, a distance of 835.68 feet to the point of beginning; containing 26.668 acres, more or less.



Tompkins County Clerk Recording Page

Return To

ELEXCO LAND SERVICES, INC.
505 W HENLEY ST
OLEAN, NY 14760-3445

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **AGREEMENT - DEED**

Receipt Number: 19-233799

Grantor (Party 1)

STRAW, WAYNE L

Grantee (Party 2)

CARGILL INC

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$35.00
State Surcharge	\$20.00
State Transfer Tax	\$4.00
County Transfer Tax	\$2.00
Total Fees Paid:	\$86.00

Transfer Amt: \$743.10

Instrument #: 2019-05863

Transfer Tax #: 001801

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on May 30th, 2019 at 2:54:26 PM
with a total page count of 7.

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

Salt Operating and Mining Rights Indenture (No Surface Rights)

THIS SALT OPERATING AND MINING RIGHTS INDENTURE ("Indenture"), made April 30, 2019 (the "Effective Date")

BETWEEN **Wayne L. Straw and Doris K. Straw, husband and wife, as tenants by the entirety**, with an address of **339 Jerry Smith Road, Lansing, New York 14882** ("Grantor")
and

Cargill, Incorporated, through its Salt Group, with an address of **191 Portland Point Road, Lansing, New York 14882** ("Grantee").

WITNESSETH, that Grantor, in consideration of ten dollars (\$10), lawful money of the United States, and other good and valuable consideration, paid by Grantee, the parties do hereby covenant and agree as follows:

Grantor does hereby grant and forever convey unto Grantee, all of Grantor's right, title and interest in the salt located in and under the Premises (as defined below). Without limiting the foregoing, Grantee shall have the exclusive right to operate, mine, remove and conduct mining operations on and in the portion of the Syracuse salt vein beneath a depth of 1,000 feet from the surface of the property described below:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of **Lansing**, in the County of **Tompkins**, in the State of **New York**, and are bounded substantially, formerly or currently as follows:

On the North by lands of **Brian Mason, 9.00-1-21.5 and Jerry Smith Road;**
On the East by lands of **David Turek, 16.00-1-19.2;**
On the South by lands of **Visionquest Realty, LLC, 16.00-1-45.252;** and
On the West by lands of **Judy Barron Irrevocable Trust, 16.00-1-9.**

Also known as Tax ID No(s). **16.00-1-10**, and being the same property described in the deed by which Lessor acquired title, which was recorded at Book **535**, and Page **680**, and described for the purposes of this Indenture as containing approximately **57.79** acres, more or less, as more particularly described on **Schedule A** attached hereto and made a part hereof, and together with all land, if any, continuous or adjacent thereto that is owned or claimed by Grantor, whether by limitation, prescription, possession, reversion or unrecorded instrument, and including any strips and gores (the "Premises");

AND Grantee shall forever have the right to prospect, drive drifts and tunnels, and carry on any operations necessary to produce, mine and remove salt under the Premises at all times during the term of this Indenture and in any lawful manner chosen by Grantee, and adjacent properties located near the Premises. For purposes of clarity, and not as a limitation, Grantee shall have the continuing right of access in, and transportation through, the Syracuse salt vein after all minable salt under the Premises has been exhausted, together with all other rights and privileges necessary and incident thereto and convenient for the exercise of the rights herein conveyed for production or transportation;

TOGETHER with the appurtenances and all the estate and Grantor's rights in and to said salt, salt mining and operating rights in and under the Premises;

TO HAVE AND TO HOLD the salt, salt mining, and operating rights herein granted unto Grantee, Grantee's heirs or successors and assigns forever; AND Grantor hereby represents and warrants to Grantee that (i) the Premises is free and clear of all liens and encumbrances

except for N/A w/ JKS; (ii) Grantor has all right, title and interest to the Premises and all underlying salt; and (iii) Grantor has the right to convey salt, mining and operating rights to Grantee, and will forever warrant and defend the title to the Premises and all underlying salt; and (iv) Grantor has not done or suffered anything whereby the Premises and underlying salt have been encumbered in any way whatever, except as aforesaid.

AND this conveyance is made by Grantor and accepted by Grantee upon the following conditions:

1. It is understood and agreed that Grantor assumes no liability for any damages that may result from Grantee's operations.
2. Grantor and Grantee agree that Grantee shall NOT:
 - a. conduct any operations whatsoever, whether mining related or not, on any portion of the surface of the Premises; or
 - b. install, construct or locate any fixture on any portion of the surface of the Premises.
3. No other title shall be conveyed hereby except as stated above.
4. Grantee shall indemnify and hold Grantor harmless from any and all liability, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Grantee's operations, including but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability except to the extent such claims are caused by the actions of Grantor. Grantee further covenants and agrees to defend any suits brought against Grantor on any claims, and to pay any judgment against Grantor resulting from any suit or suits, together with all costs and expenses relating to any claims, including reasonable attorney's fees, arising from Grantee's operations except to the extent such claims are caused by the actions of Grantor. Grantor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party.
5. Grantor, in making this conveyance and as a part of the consideration therefore, agrees with Grantee that Grantor will not cause any damage to Grantee's salt mining operations by permitting or consenting to any drilling at a depth lower than 1,000 feet below the surface of the Premises for oil, gas, water or any other substance or mineral that would in any way affect or damage Grantee's rights under this Indenture, and/or its salt mining operations. If any damage is done by Grantor, then upon Grantee's demand, Grantor shall pay Grantee for any such damage. This clause shall apply to the successor and assigns of Grantor and Grantee. Notwithstanding the foregoing, Grantee may, in Grantee's sole and absolute discretion, consent to such drilling near the Premises upon review of project plans showing the location, depth, and manner of drilling, and the type of equipment proposed to be utilized and such Grantee consent, if granted, shall be set forth in writing to Grantor. If in the future, the drilling and exploration for unconventional oil or gas by horizontal drilling utilizing high-volume hydraulic fracturing becomes legal and economically viable within the State of New York and Grantor is approached by an oil and gas exploration operator for the rights to develop and produce unconventional oil or gas, Grantor agrees that, prior to entering in to any kind of agreement to allow such exploration and/or development, Grantor shall provide written notice to Grantee. Grantee may thereupon evaluate from a salt mining safety and engineering perspective the proposed unconventional development plan to determine the feasibility of allowing the unconventional development plan to proceed

within Grantee's salt mine operational footprint. At Grantee's option, Grantee may (i) inform Grantor of risks (if any) posed by the proposed unconventional development; or (ii) commence negotiations with Grantor for an agreement to lease or purchase the unconventional gas or oil rights from the Grantor contemporaneously with or in lieu of evaluating the feasibility of allowing the unconventional development.

6. This Indenture shall benefit and burden both Grantor and Grantee and their respective successors, assigns, heirs, executors, and administrators, and shall survive any transfer of title by Grantor to the surface lands and any other rights not conveyed to Grantee hereunder. Grantee shall have the right to convey, grant, transfer, lease, mortgage or hypothecate the interests conveyed to Grantee herein, and to grant such right, title and permission to any persons, on and subject to the terms of this Indenture.
7. This Indenture shall be subject to the trust provisions of Section 13 of the New York Lien Law.
8. Reference is made to a Fee and Payment Schedule Agreement to be signed concurrently with this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Indenture the day and year first above written.

Grantor:

Wayne L. Straw

Wayne L. Straw

Doris K. Straw

Doris K. Straw

Grantee:

Cargill, Incorporated
d/b/a Cargill Salt Group

By: MB
Its: Operations Mgr.

Witness:

Travis Allington
Travis Allington

ACKNOWLEDGEMENT

State of _____)
County of _____) ss.:

On the _____ day of _____, 20____ before me, the undersigned, a Notary Public personally appeared in and for said State, personally appeared **Wayne L. Straw and Doris K. Straw**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT – Subscribing Witness

State of New York)
 County of Cattaraugus) ss.:

On the 9th day of May, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Travis Allington, the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 157 Oakwood Avenue, Apt. A, Elmira Heights, NY 14903; that he/she/they know(s) Wayne L. Straw and Doris K. Straw to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said Wayne L. Straw and Doris K. Straw execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

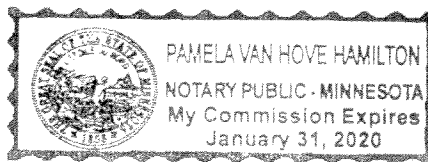
CHARITY WALLACE
 Notary Public, State of New York
 Reg. No. 01WA6208205
 Qualified in Allegany County
 Commission Expires 06/22/2021

Charity Wallace
 Notary Public

GRANTEE ACKNOWLEDGMENT

State of Minnesota)
 County of Hennepin) ss.:

On the 28th day of May, 2019 before me, the undersigned, a Notary Public personally appeared in and for said State, personally appeared Michael Rizov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Pamela V. Hamilton
 Notary Public

This document prepared by: The Elexco Group, Inc., P.O. Box 383, Olean, NY 14760-0383
 When recorded return to: The Elexco Group, Inc., P.O. Box 383, Olean, NY 14760-0383

SCHEDULE A

Insert Legal Description of Premises

Initial

FORM 583X N. Y. DEED—WARRANTY with Lien Covenant

TUTTLAW REGISTERED U. S. PAT. OFFICE
TUTTLE LAW FIRM, PUBLISHERS, BURLINGAME, CALIF.**This Indenture** 0294

LIBER 535 PAGE 680

Made the 31st day of January

Nineteen Hundred and Seventy-Three

Between

AUGUSTUS C. WOLFE & BERGUENE WOLFE,
individually and as tenants by the
entirety, both of 339 Jerry Smith Road,
Lansing, New York

parties of the first part, and

WAYNE L. STRAW & DORIS K. STRAW,
as tenants by the entirety, both
of R. D. Groton, New York

parties of the second part,

Witnesseth that the parties of the first part, in consideration of

----- ONE ----- Dollar (\$1.00)
lawful money of the United States, & other good & valuable consideration
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, the survivor, his/her distributees
and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the

Town of Lansing, being parts of Military Lot No. 62 in said town,
bounded and described as follows:

PARCEL NO. 1: Commencing at a point in the north boundary
of said Lot No. 62, said boundary being the center line of a high-
way running east and west and said point of beginning being at the
northeast corner of lands formerly owned by David Barber and later
by Adelaide C. Chittenden; thence south 9.70 chains; thence west
5.25 chains; thence south 12.75 chains; thence west 11.88 chains;
thence south 17.67 chains to lands formerly owned by Mirian Strong
and later by Richard Teeter; thence east 7.70 chains; thence north
14 chains; thence east 14.34 chains; thence north 26 chains to
the north boundary of said Lot No 62; thence west along said
boundary 5 chains to the place of beginning; containing about 39
acres of land. Excepting and reserving therefrom a small parcel
of about 38 rods which was conveyed on June 30, 1845 by Nathan
Beard to Darius Hall.

PARCEL NO. 2: Commencing at a point in the north boundary
of said Lot No. 62 at the northeast corner of lands formerly owned

by Darius Hall; thence south 22.50 chains to a stake; thence east 11.94 chains; thence north $\frac{1}{4}^{\circ}$ east 12.78 chains; thence east 5.21 chains; thence north 9.70 chains to the north boundary of said Lot No. 62 in the center line of the highway; thence west along the center line of the highway 17.20 chains to the place of beginning, containing 31.97 acres of land, more or less.

Being the same premises conveyed to the Grantors herein by Helen M. Tait by deed dated March 27, 1950 recorded in Tompkins County Clerk's Office in Book 330 of Deeds at page 134.

SUBJECT however, to the following:

1) The rights of the public in and to that portion within the bounds of the public highway.

2) A right of way for clearing trees granted to the New York State Electric & Gas Corporation by instrument dated March 15, 1957 recorded in said Clerk's Office in Book 398 of Deeds at page 373.

3) A right of way granted to New York Telephone Company by agreement dated April 10, 1968 recorded in said Clerk's Office in Book 474 of Deeds at page 786 for buried telephone cable.

4) A right of way granted to the New York Telephone Company by agreement dated May 15, 1972 recorded in said Clerk's Office in Book 500 of Deeds on page 107, for buried cable.

EXCEPTING, however, a parcel conveyed to the New York State Electric & Gas Corporation of a width of 400 feet described by Deed dated March 4, 1954, recorded in Book 365 of Deeds at page 573. The Grantors hereby convey to the Grantees any rights of way, rights of passage or rights of use reserved to them in said conveyance to the New York State Electric & Gas Corporation.

LIBER 535 PAGE 682

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, the survivor, his/her distributees and assigns forever.

And said parties of the first part

covenant as follows:
First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part

will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor s will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Augustus C. Wolfe 
Augustus C. Wolfe
Berguene Wolfe 
Berguene Wolfe 


TOWN OF LANSING
COUNTY OF
11-1170
REAL ESTATE
TRANSFER TAX
STATE OF NEW YORK
Dept. of Taxation & Finance
31.90
JAN 1973
JAN

State of New York } ss. On this 31st day of JANUARY
County of } Nineteen Hundred and Seventy-Three
before me, the subscriber, personally appeared

AUGUSTUS C. WOLFE & BERGUENE WOLFE

to me personally known and known to me to be the same person s described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

Edwin B. Ford
Notary Public
COM. EXPIRES 3/30/74

Town of Lansing
Tax Parcel No. 6-16-1.10
Mailing Address: 337 Perry
Smith Road RD LANSING MI.

A true copy of the original recorded on the 31st day of
Jan. 1973, at 3:17 o'clock P.M., and examined.

Eric S. Boyd
Clerk



Tompkins County Clerk Recording Page

Return To

LANSING TOWN OF

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Receipt Number: 21-292869

Party 1

LANSING TOWN OF

Party 2

LANSING RENEWABLES LLC

Fees

Total Fees Paid: \$0.00

Instrument #: 2021-04206

State of New York
County of Tompkins

Filed on April 22nd, 2021 at 10:28:02 AM with
a total page count of 6.

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

STORMWATER OPERATION, MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of January 2021 by and between **Lansing Renewables, LLC** with a principal place of business located at 101 Summer Street, Boston, Massachusetts, hereinafter referred to as the "Company," and the **Town of Lansing**, a municipal corporation with an address at 29 Auburn Road, Lansing, New York 14882, hereinafter referred to as the "Town."

WHEREAS, the Company is the lessee of certain real property at 333 Jerry Smith Road, designated as Town of Lansing Tax Parcel Number 16-1-10.1 and more particularly described primarily in a deed to the Company recorded in the Tompkins County Clerk's Office at Book 505, Page 680, hereinafter referred to as the "Property;" and

WHEREAS, the Property is owned by Wayne L. Straw and Doris K. Straw (the "Landowners").

WHEREAS, in 2020 the Company constructed a 5MW AC Ground Mounted Solar Array on the Property, and a Certificate of Occupancy was duly issued (or will be issued in due course; and the Company's engineer, HUNT Engineers, Architects & Land Surveyors, PC, developed a Stormwater Pollution and Prevention Plan entitled "Stormwater Pollution Protection Plan (SWPPP) for Nexamp Solar, LLC" dated June 2020 (hereinafter "the SWPPP") and the project required coverage under the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity Permit Number NYR11F055; and

WHEREAS, this SWPPP provides for controlling erosion and sedimentation during construction and treatment of runoff from the post-developed site as required by the Town and New York State, and due to on-site permanent stormwater management practices as shown in the SWPPP, as or to be constructed by the Company, all of which must be adequately maintained by the Company, its heirs, successors and assigns;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the Town and the Company agree as follows:

1. The Company shall be responsible for the construction, long-term inspection, maintenance and continued operation of the approved Stormwater Management Practices as set forth in the SWPPP and this Agreement, a copy of which shall be kept on file at the Town Clerk's office. The Company shall be responsible for performing inspections and maintenance as specified in the SWPP and New York State Stormwater Management Design Manual (latest edition), including as described in Sections 2 through 5, below, as well as all other stormwater management, maintenance, and improvement requirements.
2. **Embankment and Structural:** Check basin embankments, outlets and spillways note cracks, bulges, animal burrows, differential settlement, damage to or fatigue of stormwater pipe, structures and permanent erosion control. Components of the system that require repair or replacement should be addressed immediately following identification. Check pipes, channels, grates, inlet structures and spillways to insure design capacity. Look for objects or accumulations of sediments and debris obstructing flow path.
3. **Vegetation:** Preclude deep rooted woody plant growth on pond embankment by mowing at least once annually. Maintain a dense vigorous growth of grass cover. Spot seed, mulch and fertilize where necessary.
4. Inspections of the stormwater management practices are required annually in order to determine the condition and integrity of the system. A licensed/certified professional in the State of New York shall perform the inspections. The licensed/certified professional shall submit the annual inspection report to the Town within thirty (30) days of an inspection.
5. The Company shall undertake all necessary repairs including replacement of the stormwater management practices in accordance with the SWPPP. The Company shall be responsible for all related expenses.

6. Failure to properly maintain the stormwater management practices may result in a violation of the New York State Environmental Conservation Law or the Town's Stormwater local law.

7. The Landowners hereby grant the Town an easement (the "Easement") to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the stormwater management practices, conditioned upon the Town's notification to Landowners and Company, in writing and at least five (5) business days in advance of the inspection, of the date and scope of the Town's inspection. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater management practices. The Easement is granted for the lifetime of the Project, until completion of decommissioning. Upon the completion of decommissioning, this Easement will no longer be of any force or effect without the need for any further filings. In the exercise of rights pursuant to the Easement, the Town and its agents shall not interfere with construction, use, operation, maintenance, or decommissioning of the Project; provided, however, nothing in this sentence shall limit the Town's rights as a permitting authority or otherwise to enforce the terms of this Agreement.

8. The Company shall record this Agreement in the Tompkins County Clerk's office, and cross-reference it to the deed for the Property. The Company shall provide a copy of the recorded agreement, including a filing receipt as evidence of the actual recording(s) and cross-referencing to the Town prior filing for a Notice of Termination of the SPDES permit. The Company shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater management practices except in accordance with the approved decommissioning plan.

9. This Agreement may not be altered except in writing, signed by all parties with the same formality as this Agreement, and this Agreement shall be binding upon the Company and their heirs, successor and assigns.

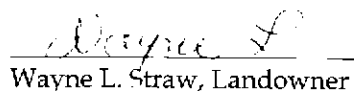
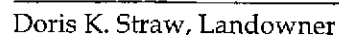
10. The failure of the Company to comply with this Agreement is subject to enforcement under New York State laws, including but not limited to the Town Law, and the Town's Stormwater Local Law, and any unpaid fines, penalties, or costs of remediation, repair, and like expenses incurred by or in the name of the Town may be assessed against real property taxes in accordance with New York State law.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date shown on the first page.

Town of Lansing

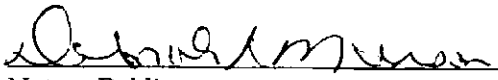


By: Edward J. LaVigne, Supervisor


Chris Clark, Company
Wayne L. Straw, Landowner
Doris K. Straw, Landowner

STATE OF NEW YORK)
COUNTY OF Tompkins) ss.:

On the 21 day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **EDWARD J. LAVIGNE**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.


Notary Public

DEBORAH K. MUNSON
Notary Public, State of New York
No.01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023

STATE OF ~~NEW YORK~~ ^{Massachusetts})
COUNTY OF ~~Suffolk~~) ss..

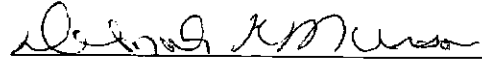
On the 4th day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRIS CLARK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Nicholas Anti
Notary Public



STATE OF NEW YORK)
COUNTY OF Tompkins) ss.:

On the 11 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **WAYNE L. STRAW**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Notary Public

DEBORAH K. MUNSON
Notary Public, State of New York
No.01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023

STATE OF NEW YORK)
COUNTY OF Tompkins) ss.:

On the 11 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DORIS K. STRAW**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Notary Public

DEBORAH K. MUNSON
Notary Public, State of New York
No.01MU6324574
Qualified in Tompkins County
Commission Expires May 11, 2023



Tompkins County Clerk Recording Page

Return To

NEXAMP, INC.
101 SUMMER ST
BOSTON, MA 02110-1287

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Party 1	
STRAW, DORIS K	

Fees	
Recording Fee	\$20.00
Pages Fee	\$35.00
State Surcharge	\$20.00
Total Fees Paid:	\$75.00

Receipt Number: 23-389079

Party 2	
NEXAMP SOLAR, LLC	

Instrument #: 2023-10867

State of New York
County of Tompkins

Filed on December 6th, 2023 at 11:09:31 AM
with a total page count of 7.

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

EXHIBIT "C"**Memorandum of Battery Storage Lease and Easement Agreement**

County: Tompkins
 Tax ID No.: 16.-1-10
 Address: 339 Jerry Smith Road
 Township: Lansing

Record and return to:
 Nexamp Solar LLC
 101 Summer Street, 2nd Floor Boston, MA 02110
 Attn: Alex Reilly

MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of 11/02, 2023 (the "**Effective Date**"), between WAYNE L. AND DORIS K. STRAW (collectively "Owner" or "Lessor"), and NEXAMP [ENTITY] ("**Grantee**" or "**Lessee**"), with regards to the following:

1. Battery Storage Agreement. Lessor and Lessee did enter into that certain Battery Storage Lease and Easement Agreement dated as of 11/02/23 (the "**Agreement**"), which affects the real property located in Lansing Township, TOMPKINS County, State of New York, as more particularly described in Exhibit A-1 attached hereto, and shown on the leased property plan attached hereto as Exhibit A-2 (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Lessor's address, as set forth in the Agreement: Wayne L. and Doris K. Straw, 339 Jerry Smith Road, Lansing, NY 14882. Lessee's address, as set forth in the Agreement: 4 Liberty Square, Third Floor, Boston, MA 02109. Attn: Alex Reilly
3. Grant of Rights and Easements. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants (or shall grant) to Lessee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; and (b) the right to undertake any other activities necessary to accomplish the purposes of the Agreement.
4. Term. The Agreement shall be for an initial Development Term of up to **two (2) years**, a subsequent Construction Term of up to **eighteen (18) months**, an option for a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Operations Term of up to **twenty (20) years**, and two subsequent Extended Operations Terms of up to a total of **twenty (20) years**, with each such Extended Operations Term exercisable by Lessee up to 0 days before expiration of the preceding Operations or Extended Operations Term as the case may be for a maximum total term commencing on 11/02/23 and ending 44 years 6 months from such date, or on 05/02/2067. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.
5. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

6. Assignment. Lessee's rights and obligations under the Agreement shall be assignable without Lessor's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Battery Storage Project contemplated by the Agreement.

7. Non-Interference and Setbacks. To the extent permitted by law, Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, such Sublessee or such Affiliate. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Lessee.

8. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Agreement and all of Lessee's rights, title and interests created thereby, (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

9. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Lessor and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Lessee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

10. No Ownership. Lessor shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Lessee may remove any or all Project Facilities at any time.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

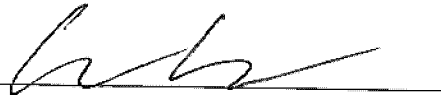
12. Title Reference. This Memorandum affects the land owned by Lessor pursuant to that certain Warranty Deed from Augustus C. Wolfe and Berguene Wolfe, individually and as tenants by the entirety, dated January 31, 1973 and recorded with the deed records of Tompkins County, New York in Liber 535, Page 680.

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

LESSOR:By: Wayne L. Straw
WAYNE L. STRAW**LESSOR:**By: Doris K. Straw
DORIS K. STRAWSTATE OF NEW YORK)
County of Tompkins) ss.:
New York (SD)On the 7th day of November in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared Wayne L. and Doris K. Straw personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.Shavani Dhameeth
Notary PublicSHAVANI DHAMEETH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DH0001656
Qualified in Tompkins County
My Commission Expires 02-16-2027

LESSEE:
NEXAMP SOLAR LLC

BY: 

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

)
) ss.:
)

On this))) day of November 20, 2023 before me, the undersigned notary public, personally appeared Chris Clark, Chief Development Officer of Nexamp Solar, LLC, proved to me through satisfactory evident of identification, which were Personal recognition, to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My commission expires July 12 2024

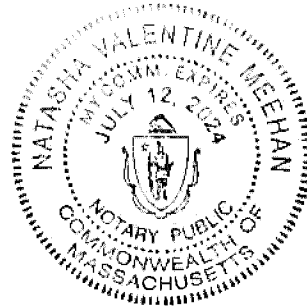


Exhibit "A-1" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Property

The following described land located in Lansing Township, Tompkins County, State of New York, containing 57.79 acres, more or less:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, being parts of Military Lot No. 62 in said town, bounded and being more fully described in Volume 535, Page 680 and Instrument No. 0294 in the deed records of Tompkins County, New York.

Exhibit "A-2" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Lease Plan

Owner's property includes the area in yellow below. Grantee's intention as of *the* Effective Date is to lease an approximately 25,000 to 35,000 square feet portion of the area in green, subject to adjustment based on Grantee's due diligence; the final Property under lease shall be updated at the commencement of the Operations Term and a revised drawing shall be substituted for this Exhibit in the Lease. In addition, Owner shall grant to Grantee an easement for access and electric transmission approximately along the path in red shown below from the public road to the Property.



Tompkins County Clerk Recording Page

Return To

NEXAMP, INC.
101 SUMMER ST
BOSTON, MA 02110-1287

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **LEASE**

Grantor (Party 1)

STRAW, WAYNE L

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$45.00
State Surcharge	\$20.00
Total Fees Paid:	\$90.00

Receipt Number: 26-478719

Grantee (Party 2)

NEXAMP SOLAR LLC

Transfer Amt: \$0.00

Instrument #: 2026-02314

Transfer Tax #: 001275

Property located in **Lansing**

Refers To

2024-09600

State of New York
County of Tompkins

Recorded on March 12th, 2026 at 1:26:36 PM
with a total page count of **9**.

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

This instrument was prepared by
and after recording return to:

Nexamp Solar LLC

101 Summer Street, 2nd Floor

Boston, MA 02110

Attn: ~~Alex Reilly~~ Erin McCormack

County: Tompkins

Tax ID No.: 16.-1-10

Address: 339 Jerry Smith Road

Township: Lansing

FIRST AMENDMENT TO MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF BATTERY STORAGE LEASE
AND EASEMENT AGREEMENT (this "**Amendment**") is made and entered into as of ~~January~~ February
2, 2026 by and between NEXAMP SOLAR LLC, a Delaware limited liability company
("Grantee" or "Lessee"), and WAYNE L. AND DORIS K. STRAW (collectively, "Owner" or
"Lessor").

Recitals

A. Owner and Grantee are parties to that certain Battery Storage Lease and Easement Agreement dated November 3, 2023, as amended by that certain First Amendment to Battery Storage Lease and Easement Agreement dated 2/2/26 (collectively, and as may be further amended, the "**Lease**") for all or a portion of the property located in Tompkins County, New York, commonly known as Tax ID No. 16.-1-10, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference (the "**Property**").

B. The Lease was further memorialized by that certain Memorandum of Battery Storage Lease and Easement Agreement dated November 2, 2023, recorded on October 10, 2024 as Instrument No. 2024-09600 in the Register and Recorder of Tompkins County (the "**Memorandum**").

C. Owner and Grantee desire to amend the Memorandum to reflect an update to the Property description.

NOW, THEREFORE, the Landlord and Tenant hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference as though fully set forth herein.

2. Owner and Grantee acknowledge and agree that pursuant to the Lease, the Construction Term of the Lease has commenced as of November 2, 2025.

3. Owner and Grantee acknowledge and agree that "Nexamp Solar, LLC, a Delaware limited liability company" is the correct Grantee or Lessee party to the Memorandum and the Lease.

4. Exhibit A-1 of the Memorandum is hereby deleted in its entirety and replaced with the attached Exhibit A-1.

5. Exhibit A-2 of the Memorandum is hereby deleted in its entirety and replaced with the attached Exhibit A-2.

6. The Lease is subject to the trust fund provisions of Section 13 of the New York State Lien Law.

7. The Lease is hereby ratified and affirmed and remains in full force and effect.

8. Counterpart originals may be assembled in order to make one complete copy of this Amendment and all such counterpart originals, when taken together, shall comprise but one and the same instrument.

9. Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

OWNER:

By: Wayne L. Straw
Name: Wayne L. Straw

By: Doris K. Straw
Name: Doris K. Straw

Commonwealth/State of New York §
County of Tompkins § ss:
§

On February 2 2026, before me, Michele Bennett Notary Public, personally appeared Wayne L. Straw, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the instrument.

Michele Bennett
Notary Public

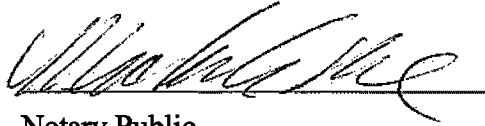
My commission expires: 10-10-29

Michele Bennett
Notary Public, State of New York
Registration no. 01BE6030007
Qualified in Tompkins County
Commission Expires October 10, 2029

Commonwealth/State of New York §

County of Tompkins § SS:
§

On ~~February 2~~ 2026, before me, Michelle Bennett, Notary Public, personally appeared Doris K. Straw, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the instrument.



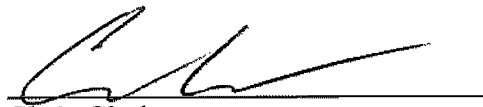
Notary Public

My commission expires: 10-10-29

Michelle Bennett
Notary Public, State of New York
Registration no. 01BE6030007
Qualified in Tompkins County
Commission Expires October 10, 2029

TENANT:**NEXAMP SOLAR LLC**

a Delaware limited liability company

By: 

Name: Chris Clark

Title: Senior Vice President

ACKNOWLEDGMENT

Commonwealth/State of Massachusetts

§

§

ss:

County of Suffolk

§

Before me, on February 17, 2026, personally appeared Chris Clark, Senior Vice President of Nexamp Solar, LLC, a limited liability company and as such Senior Vice President, subscribed to the within instrument and acknowledged that (s)he executed the instrument on behalf of said limited liability company.

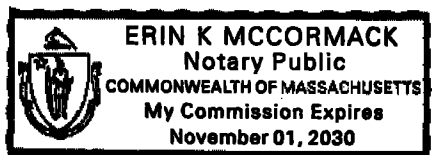
Name Erin K. McCormackMy commission expires: November 01, 2030

EXHIBIT A-1**LEGAL DESCRIPTION OF PROPERTY**

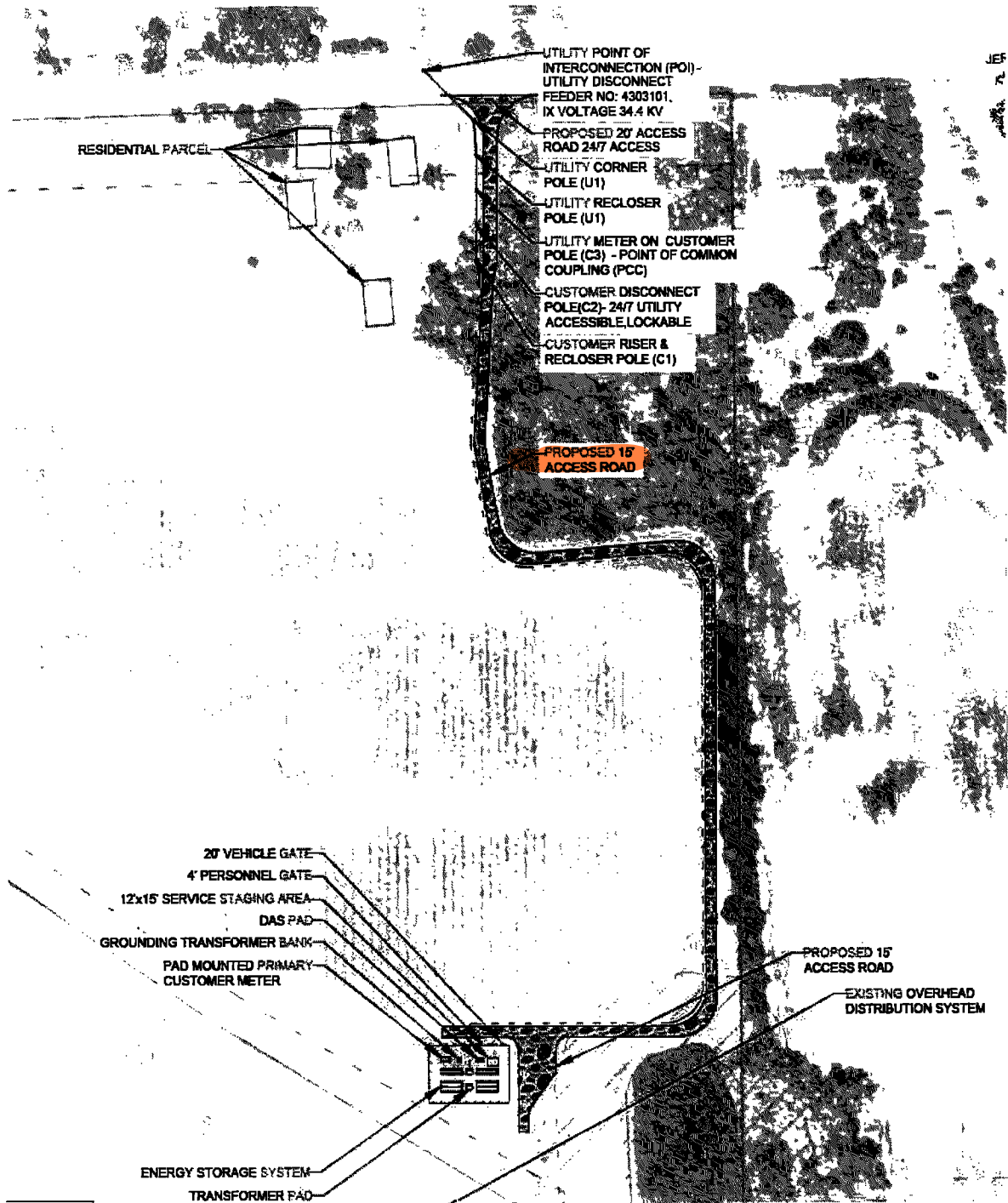
[Pursuant to the terms of the Agreement, the legal description of the Property contained on this Exhibit A-1 shall, upon request by Grantee, be replaced with a more detailed legal description approved by Grantee and its title company or surveyor]

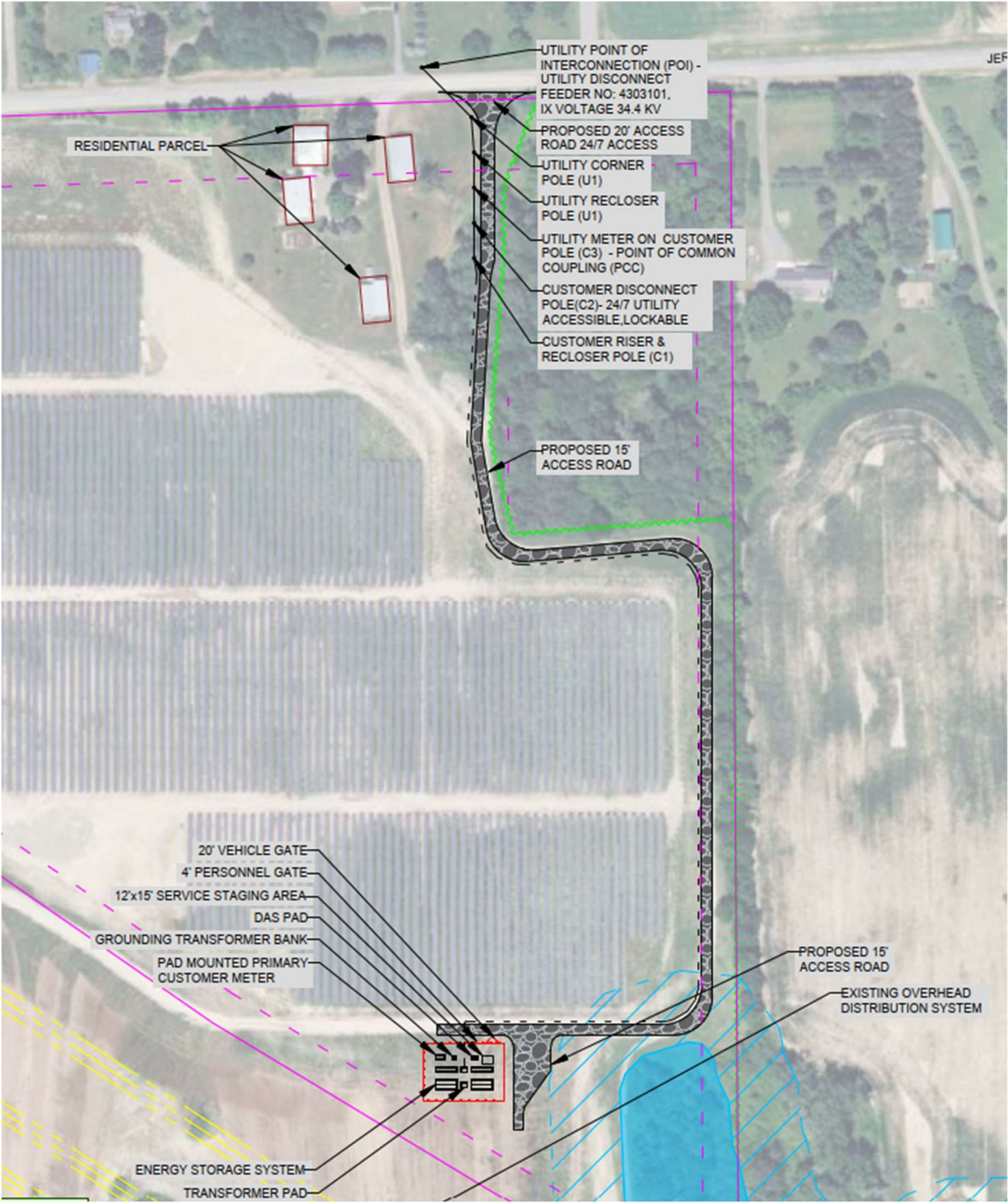
Approximately Ten Thousand (10,000) square feet in the area depicted and outlined in red on Exhibit A-2 attached hereto within the boundary of the following described land located in Lansing Township, TOMPKINS County, State of New York, containing 57.79 acres, more or less:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, being parts of Military Lot No. 62 in said town, bounded and being more fully described in Volume 535, Page 680 and Instrument No. 0294 in the deed records of Tompkins County, New York.

EXHIBIT A-2**LEASE PLAN**

The Property is shown outlined in red on the attached Lease Plan. In addition to the Property, Owner shall grant to Grantee an easement for ingress/egress to the Property as well as the right to place electric transmission within the approximate area described as the "Proposed 15' Access Road" on the attached Lease Plan.







Tompkins County Clerk Recording Page

Return To

NEXAMP, INC.
101 SUMMER ST
BOSTON, MA 02110-1287

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **MISC**

Party 1
STRAW, WAYNE L

Fees	
Recording Fee	\$20.00
Pages Fee	\$35.00
State Surcharge	\$20.00
Total Fees Paid:	\$75.00

Receipt Number: 24-420398

Party 2
NEXAMP

Instrument #: 2024-09600

State of New York
County of Tompkins

Filed on October 10th, 2024 at 3:15:01 PM
with a total page count of 7.

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

EXHIBIT "C"**Memorandum of Battery Storage Lease and Easement Agreement**

County: Tompkins
Tax ID No.: 16.-1-10
Address: 339 Jerry Smith Road
Township: Lansing

Record and return to:
Nexamp Solar LLC
101 Summer Street, 2nd Floor Boston, MA 02110
Attn: Alex Reilly

MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of **November 2nd, 2023** (the "**Effective Date**"), between WAYNE L. AND DORIS K. STRAW (collectively "Owner" or "Lessor"), and NEXAMP [ENTITY] ("**Grantee**" or "**Lessee**"), with regards to the following:

1. Battery Storage Agreement. Lessor and Lessee did enter into that certain Battery Storage Lease and Easement Agreement dated as of **11/02/2023** (the "**Agreement**"), which affects the real property located in Lansing Township, TOMPKINS County, State of New York, as more particularly described in Exhibit A-1 attached hereto, and shown on the leased property plan attached hereto as Exhibit A-2 (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. Lessor's address, as set forth in the Agreement: Wayne L. and Doris K. Straw, 339 Jerry Smith Road, Lansing, NY 14882. Lessee's address, as set forth in the Agreement: 4 Liberty Square, Third Floor, Boston, MA 02109. Attn: Alex Reilly

3. Grant of Rights and Easements. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants (or shall grant) to Lessee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; and (b) the right to undertake any other activities necessary to accomplish the purposes of the Agreement.

4. Term. The Agreement shall be for an initial Development Term of up to **two (2) years**, a subsequent Construction Term of up to **eighteen (18) months**, an option for a subsequent Construction Extension Term of up to **twelve (12) months**, a subsequent Operations Term of up to **twenty (20) years**, and two subsequent Extended Operations Terms of up to a total of **twenty (20) years**, with each such Extended Operations Term exercisable by Lessee up to 0 days before expiration of the rec mg Operations or Extended Operations Term as the case may be for a maximum total term commencing on **11/02/2023** and ending 44 years 6 months from such date, or on **05/02/2067**. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

5. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

6. Assignment. Lessee's rights and obligations under the Agreement shall be assignable without Lessor's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Battery Storage Project contemplated by the Agreement.

7. Non-Interference and Setbacks. To the extent permitted by law, Lessor has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, such Sublessee or such Affiliate. Lessor has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Lessee.

8. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Lessor in favor of or granted to any third party shall be subject to (i) the Agreement and all of Lessee's rights, title and interests created thereby, (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

9. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Lessor and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Lessee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

10. No Ownership. Lessor shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Lessee may remove any or all Project Facilities at any time.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

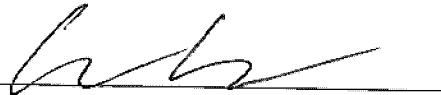
12. Title Reference. This Memorandum affects the land owned by Lessor pursuant to that certain Warranty Deed from Augustus C. Wolfe and Berguene Wolfe, individually and as tenants by the entirety, dated January 31, 1973 and recorded with the deed records of Tompkins County, New York in Liber 535, Page 680.

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

LESSOR:By: Wayne L. Straw
WAYNE L. STRAW**LESSOR:**By: Doris K. Straw
DORIS K. STRAWSTATE OF NEW YORK)
County of Tompkins) ss.:
New York (SD)On the 7th day of November in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared Wayne L. and Doris K. Straw personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.Shavani Dhameeth
Notary PublicSHAVANI DHAMEETH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DH0001656
Qualified in Tompkins County
My Commission Expires 02-16-2027

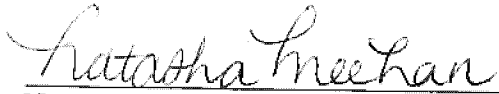
LESSEE:
NEXAMP SOLAR LLC

BY: 

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

)
) ss.:
)

On this))) day of November 20, 2023 before me, the undersigned notary public, personally appeared Chris Clark, Chief Development Officer of Nexamp Solar, LLC, proved to me through satisfactory evident of identification, which were Personal recognition, to be the person whose name is signed on the preceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My commission expires July 12 2024

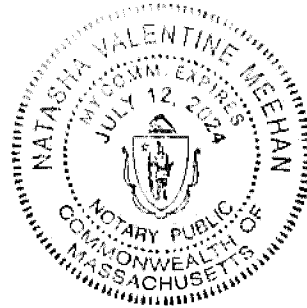


Exhibit "A-1" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Property

The following described land located in Lansing Township, Tompkins County, State of New York, containing 57.79 acres, more or less:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, being parts of Military Lot No. 62 in said town, bounded and being more fully described in Volume 535, Page 680 and Instrument No. 0294 in the deed records of Tompkins County, New York.

Exhibit "A-2" to

MEMORANDUM OF BATTERY STORAGE ENERGY LEASE AND EASEMENT AGREEMENT

Lease Plan

Owner's property includes the area in yellow below. Grantee's intention as of *the* Effective Date is to lease an approximately 70,000 to 90,000 square feet portion of the area in green, subject to adjustment based on Grantee's due diligence; the final Property under lease shall be updated at the commencement of the Operations Term and a revised drawing shall be substituted for this Exhibit in the Lease. In addition, Owner shall grant to Grantee an easement for access and electric transmission approximately along the path in red shown below from the public road to the Property.

FORM 502 N. Y. DEED—WARRANTY with Lien Covenant
(Laws of 1937, Chap. 661, Chap. 687 Laws of 1938)

TUTORANCE REGISTERED US PAT OFFICE
Ruthe Law Print. Publishers, Rutland

This Indenture,

LEIN 365 PAGE 573

Made the 4th day of March, Nineteen Hundred and fifty-four

Between AUGUSTUS C. WOLFE and BERGUENE E. WOLFE, Husband and Wife, individually and as tenants by the entirety, residing at West Lansingville Road, R. D. 1, Ludlowville, Tompkins County, New York,

parties of the first part, and
NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal office at 108 East Green Street, Ithaca, Tompkins County, New York

party of the second part,
Witnesseth that the parties of the first part, in consideration ofONE.....Dollar
(\$1.00-----) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND

situate in the Town of Lansing, Tompkins County, New York, in Military Lot No. 62 of said town and more particularly described as follows: All of the grantors' land lying within an area which is within 275 feet northeasterly of and 125 feet southwesterly from the base line of the Milliken Station-Etna Sub-Station electric transmission line, which base line crosses the grantors' premises as follows: Beginning at an iron rod set on the westerly property line of premises of Augustus C. and Berguene E. Wolfe at Station 190 + 53.19, and which iron rod is 1148 feet southerly from the center line of the West Lansingville Road; thence running south 47° 44' 00" east to an iron rod at Station 200 + 39.69 on the southerly property line of said Wolfe premises.

Said premises are more particularly shown on a survey map "Showing Right of Way in fee between Milliken Station and Etna Sub-Station" by William Alexander, licensed surveyor, dated January 21, 1954, numbered C-9316 sheet 1, on file in the Tompkins County Clerk's Office.

LIBER 365 PAGE 574

The premises herein are a portion of premises conveyed to the grantors by deed of Helen M. Tait dated March 27, 1950 and recorded in the Tompkins County Clerk's Office in Liber 330 of Deeds at page 134.

The grantees herein shall have the right of free ingress and egress to the premises herein for their agents over remaining lands of the grantors along existing farm roads or any other route that may be agreed upon from time to time.

Reserving to the grantors and their successors and assigns the right to ditch the premises for agricultural purposes in such place or places as shall not interfere with the use of the land by the grantee for its purposes.

Also reserving to the grantors and their successors and assigns a right of way over the premises herein, at a convenient point, and of a width of 20 feet, at such place as shall not interfere with the grantee's use of the premises for its own purposes, for ingress and egress of the grantors, their agents, and for farm equipment to and from parcels of land retained by the grantors where the same adjoin the premises.

This deed is a more particular and revised description of the premises set forth in an option agreement between the parties hereto dated September 15, 1953, and is given in compliance with said option.

Together with the appurtenances and all the estate and rights of the parties 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, its successors and assigns forever.

And said parties of the first part

covenant as follows:

First. That the party of the second part shall quietly enjoy the said premises;

Second. That said parties of the first part

will forever **Warrant** the title to said premises.

Third. That, in Compliance with Sec. 18 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

LEN 365 PAGE 575

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.



Augustus C. Wolfe 
Berquene E. Wolfe 



\$220

State of New York }
County of TOMPKINS } ss.

On this 4th day of March Nineteen Hundred and fifty-four before me, the subscriber, personally appeared

AUGUSTUS C. WOLFE and BERGUENE E. WOLFE

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they acknowledged to me that they executed the same

Roger B. Sovocool

Notary Public

ROGER B. SOVOCOOL
Notary Public, State of New York
No. 211720
Qualified in Tompkins County
Term Expires March 24, 1955

A true copy of the original recorded on the 5 day of March, 1954 at 3:01 o'clock P.M. and examined

H. L. Norris
Clerk



Tompkins County Clerk Recording Page

Return To

NEXAMP, INC.
101 SUMMER ST
BOSTON, MA 02110-1287

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **LEASE**

Grantor (Party 1)

STRAW, WAYNE L

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$45.00
State Surcharge	\$20.00
Total Fees Paid:	\$90.00

Refers To

2024-09600

Receipt Number: 26-478719

Grantee (Party 2)

NEXAMP SOLAR LLC

Transfer Amt: \$0.00

Instrument #: 2026-02314

Transfer Tax #: 001275

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on March 12th, 2026 at 1:26:36 PM
with a total page count of **9**.

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

This instrument was prepared by
and after recording return to:

Nexamp Solar LLC

101 Summer Street, 2nd Floor

Boston, MA 02110

Attn: ~~Alex Reilly~~ Erin McCormack

County: Tompkins

Tax ID No.: 16.-1-10

Address: 339 Jerry Smith Road

Township: Lansing

FIRST AMENDMENT TO MEMORANDUM OF BATTERY STORAGE LEASE AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF BATTERY STORAGE LEASE
AND EASEMENT AGREEMENT (this "Amendment") is made and entered into as of ~~January~~ February ²⁰²⁶
2, 2026 by and between NEXAMP SOLAR LLC, a Delaware limited liability company
("Grantee" or "Lessee"), and WAYNE L. AND DORIS K. STRAW (collectively, "Owner" or
"Lessor").

Recitals

A. Owner and Grantee are parties to that certain Battery Storage Lease and Easement Agreement dated November 3, 2023, as amended by that certain First Amendment to Battery Storage Lease and Easement Agreement dated 2/2/26 (collectively, and as may be further amended, the "Lease") for all or a portion of the property located in Tompkins County, New York, commonly known as Tax ID No. 16.-1-10, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Property").

B. The Lease was further memorialized by that certain Memorandum of Battery Storage Lease and Easement Agreement dated November 2, 2023, recorded on October 10, 2024 as Instrument No. 2024-09600 in the Register and Recorder of Tompkins County (the "Memorandum").

C. Owner and Grantee desire to amend the Memorandum to reflect an update to the Property description.

NOW, THEREFORE, the Landlord and Tenant hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference as though fully set forth herein.

2. Owner and Grantee acknowledge and agree that pursuant to the Lease, the Construction Term of the Lease has commenced as of November 2, 2025.

3. Owner and Grantee acknowledge and agree that "Nexamp Solar, LLC, a Delaware limited liability company" is the correct Grantee or Lessee party to the Memorandum and the Lease.

4. Exhibit A-1 of the Memorandum is hereby deleted in its entirety and replaced with the attached Exhibit A-1.

5. Exhibit A-2 of the Memorandum is hereby deleted in its entirety and replaced with the attached Exhibit A-2.

6. The Lease is subject to the trust fund provisions of Section 13 of the New York State Lien Law.

7. The Lease is hereby ratified and affirmed and remains in full force and effect.

8. Counterpart originals may be assembled in order to make one complete copy of this Amendment and all such counterpart originals, when taken together, shall comprise but one and the same instrument.

9. Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

OWNER:

By: Wayne L. Straw
Name: Wayne L. Straw

By: Doris K. Straw
Name: Doris K. Straw

Commonwealth/State of New York §
County of Tompkins § ss:
§

On February 2 2026, before me, Michele Bennett Notary Public, personally appeared Wayne L. Straw, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the instrument.

Michele Bennett
Notary Public

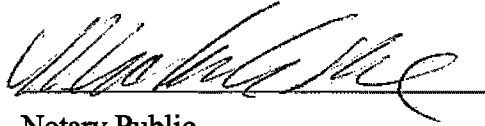
My commission expires: 10-10-29

Michele Bennett
Notary Public, State of New York
Registration no. 01BE6030007
Qualified in Tompkins County
Commission Expires October 10, 2029

Commonwealth/State of New York §

County of Tompkins § SS:
§

On February 2 2026, before me, Michelle Bennett, Notary Public, personally appeared Doris K. Straw, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the instrument.



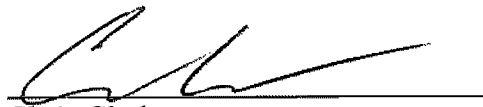
Notary Public

My commission expires: 10-10-29

Michelle Bennett
Notary Public, State of New York
Registration no. 01BE6030007
Qualified in Tompkins County
Commission Expires October 10, 2029

TENANT:**NEXAMP SOLAR LLC**

a Delaware limited liability company

By: 

Name: Chris Clark

Title: Senior Vice President

ACKNOWLEDGMENT

Commonwealth/State of Massachusetts

§

§

ss:

County of Suffolk

§

Before me, on February 17, 2026, personally appeared Chris Clark, Senior Vice President of Nexamp Solar, LLC, a limited liability company and as such Senior Vice President, subscribed to the within instrument and acknowledged that (s)he executed the instrument on behalf of said limited liability company.

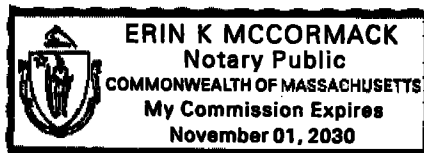
Name Erin K. McCormackMy commission expires: November 01, 2030

EXHIBIT A-1**LEGAL DESCRIPTION OF PROPERTY**

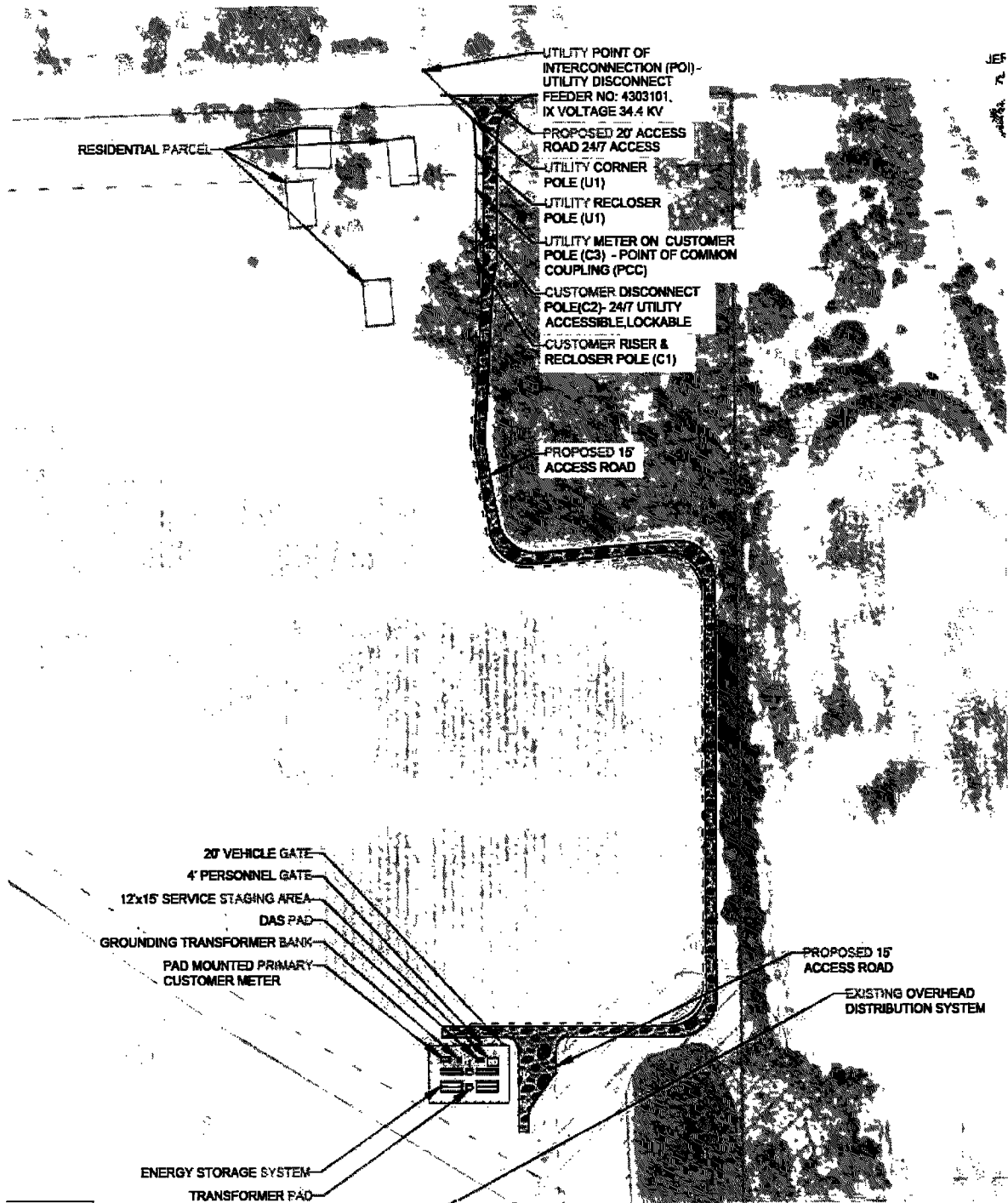
[Pursuant to the terms of the Agreement, the legal description of the Property contained on this Exhibit A-1 shall, upon request by Grantee, be replaced with a more detailed legal description approved by Grantee and its title company or surveyor]

Approximately Ten Thousand (10,000) square feet in the area depicted and outlined in red on Exhibit A-2 attached hereto within the boundary of the following described land located in Lansing Township, TOMPKINS County, State of New York, containing 57.79 acres, more or less:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, being parts of Military Lot No. 62 in said town, bounded and being more fully described in Volume 535, Page 680 and Instrument No. 0294 in the deed records of Tompkins County, New York.

EXHIBIT A-2**LEASE PLAN**

The Property is shown outlined in red on the attached Lease Plan. In addition to the Property, Owner shall grant to Grantee an easement for ingress/egress to the Property as well as the right to place electric transmission within the approximate area described as the "Proposed 15' Access Road" on the attached Lease Plan.



Tree Clearing Permit

PER 398 DE 373

The undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in the Town of Lansing

County of Tompkins, State of New York, fronting on the street or highway known as West Lansingville Road and bounded westerly

by the land of Harry G. Barson and southerly

by the land of Herbert Robinson, Jr. and being more fully described in a deed from said Grantor to Augustus C. Wolfe and Berquena F. Wolfe, husband and wife, dated March 27, 1950 and recorded in the Tompkins County Clerk's Office in Book 62 Deeds 330 at Page 134.

In consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Bhaea, New York, herein called the Grantee, its successors and assigns, the right, privilege, and authority to trim, cut and remove, now and from time to time trees and brush upon said land and property and/or the highways abutting or running through said land, as follows:—

A strip of land twenty-five (25) feet in width along the northerly boundary of the lands owned by the Grantee.

Wrote this 15th day of March, 1957

In Presence of:

(Subscribing Witness)

Augustus C. Wolfe (G.)
Address: P.O. Sullivanville, N.Y.

(Subscribing Witness)

Berquena Wolfe (G.)
Address: Sullivanville, N.Y.

(Personal Acknowledgment)

State of New York
County of Tompkins } ss.

On this 15th day of March, 1957, before me, the undersigned, personally appeared

AUGUSTUS C. WOLFE
BERQUENA WOLFE

is an apparently lawful and known to me to be the same person(s) described in and who executed the within instrument and who acknowledged to me the execution of the same.

Donald J. Manes
Notary Public
Notary Public, State of New York
Residing in Broome County
My commission expires March 30, 1957

Full and Working Proof
Cl. No. Date
C. No. Date

A true copy of the original recorded on the 15th day of July, 1957 at 3:00 o'clock P.M., and examined.

H. L. Morris
Clerk.

00884

Town Lansing
Line #5130
Parcel #8 LIBER 474 PAGE 786

RECEIVED of the NEW YORK TELEPHONE COMPANY whose principal office is at 140 West Street, City, County and State of New York, hereinafter referred to as the Grantee, One Dollar (\$1.00) in consideration of which

	of
Gus Wolfe	of 339 Jerry Smith Rd., Ludlowville, New York
Berguene T. Wolfe	of 339 Jerry Smith Rd., Ludlowville, New York

hereinafter called the Grantor, (s) hereby grant (s) and convey (s) with general Warranty unto the Grantee its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, maintain, repair, replace and operate its communication lines, consisting of such poles, cables, conduits, manholes, fixtures, marker poles and appurtenances, as the business of the Grantee, its successors, assigns, and lessees, may from time to time require under, through, over and across the property which the Grantor (s) own (s) or in which the Grantor (s) may have an interest, being a part of _____ Lot No. _____ Block No. _____ of the _____ Town _____ of _____ County of _____ and _____

State of New York, and also upon, over and/or under the highways upon or adjoining said property, with the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and reaching points on Grantee's right of way on neighboring lands, and with the right to remove from time to time all trees, limbs of trees, brush and structures along said lines which may interfere with or endanger the construction or maintenance of the same, and the Grantor(s) for themselves, their heirs, assigns, successors and legal representatives, hereby covenant(s) that no building or other structure will be erected or permitted within 10 feet of said lines.

Place buried cable approximately 35 feet south of and parallel to center line of Jerry Smith Road, bounded east by Bowman.

The Grantee, its successors, assigns and/or lessees shall compensate the Grantor(s) for all damage to crops and shall repair any damage done to the driveways, fences and fields in the exercise of the rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantor(s) under seal
this 10th day of April, 1968.

Witnesses:

Augustus C. Waff L.S.
Bergman + Waff L.S.
L.S.
L.S.

STATE OF NEW YORK } ss.
COUNTY OF *Tompkins*

On the _____ day of _____, 19____, before me

personally appeared Gus and Bergruene T. Wolfe to me known,

and known to me to be the same person as described in and who executed the within instrument, and _____

..... they acknowledged to me that

they executed the same.

Raymond L. Wilson
Notary Public

RAYMOND L. WILSON
Notary Public, Steuben County
State of New York
No. 51-4293805
Commission Expires March 30, 1969

A true copy of the original... recorded on the 16th day of April - 1968 at 10:07 o'clock AM, and examined.

Billy Robinson
Clerk



Tompkins County Clerk Recording Page

Return To

HARRIS BEACH LLP
ENV

Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **LEASE**

Receipt Number: 19-245921

Grantor (Party 1)

LANSING RENEWABLES LLC

Grantee (Party 2)

TOMPKINS COUNTY INDUSTRIAL AGENCY

Fees

Recording Fee	\$20.00
TP-584 Form Fee	\$5.00
Pages Fee	\$40.00
State Surcharge	\$20.00
Total Fees Paid:	\$85.00

Transfer Amt: \$0.00

Instrument #: 2019-12306

Transfer Tax #: 000432

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on October 3rd, 2019 at 1:44:43 PM with a
total page count of 8.

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

Record and Return To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Amy Abbink, Paralegal

**MEMORANDUM OF LEASE AGREEMENT
PURSUANT TO SECTION 291-c OF THE REAL PROPERTY LAW
(Company to Agency)**

THIS **MEMORANDUM OF LEASE AGREEMENT**, dated as of September 1, 2019 (the "Lease Agreement"), is by and between **LANSING RENEWABLES, LLC**, a limited liability company duly formed and validly existing pursuant to the laws of the State of Delaware and duly authorized to conduct business in the State of New York, with a business address c/o Nexamp, Inc., 101 Summer Street, 3rd Floor, Boston, Massachusetts 02110 (the "Company") and the **TOMPKINS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, having its offices at 401 East State Street, Suite 402B, Ithaca, New York 14850 (the "Agency").

1. Reference to Lease Agreement: Sublease Agreement, dated as of September 1, 2019 (the "Sublease Agreement"), whereby the Company subleases the Subleased Premises (as defined below) to the Agency.

2. Description of the Subleased Premises: Certain real property and improvements located at 339 Jerry Smith Road, Town of Lansing, Tompkins County, New York, as more particularly described on **Exhibit A** attached hereto (the "Subleased Premises").

3. Term of Lease Agreement: Commencing as of September 1, 2019; ending December 31, 2040.

4. Date of Commencement: As of September 1, 2019.

5. Date of Termination: December 31, 2040.

6. Rights of Extension or Renewal: None.

Address: 339 Jerry Smith Road
Town of Lansing, Tompkins County, New York

Tax Map Identification Numbers: 16.-1-10

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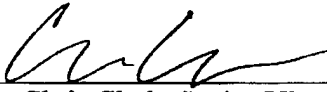
[Signature Page to Memorandum of Sublease Agreement]

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease Agreement to be executed in their respective names by their respective Authorized Representatives, all as of the date first written above.

LANSING RENEWABLES, LLC

By: Green Eagle Solar VI, LLC,
a Delaware limited liability company,
its Sole Member

By: Nexamp Capital, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Chris Clark, Senior Vice President

**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Heather D. McDaniel
Administrative Director

[Signature Page to Memorandum of Sublease Agreement]

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Lease Agreement to be executed in their respective names by their respective Authorized Representatives, all as of the date first written above.

LANSING RENEWABLES, LLC

By: Nexamp Capital, LLC,
as its sole member

By: _____
Chris Clark
Senior Vice President

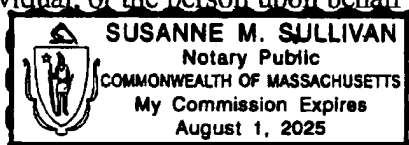
**TOMPKINS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Heather D. McDaniel
Administrative Director

[Acknowledgment Page to Memorandum of Sublease Agreement]

STATE OF Massachusetts)
COUNTY OF Suffolk) SS.:

On the 20th day of September in the year 2019, before me, the undersigned, personally appeared **CHRIS CLARK**, 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.



Susanne M. Sullivan
Notary Public Susanne M. Sullivan

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.:

On the ____ day of September in the year 2019, before me, the undersigned, personally appeared **HEATHER D. MCDANIEL**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Acknowledgment Page to Memorandum of Sublease Agreement]

STATE OF)
COUNTY OF) SS.:

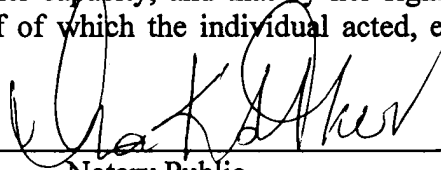
On the ____ day of September in the year 2019, before me, the undersigned, personally appeared **CHRIS CLARK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS) SS.:

On the 17 day of September in the year 2019, before me, the undersigned, personally appeared **HEATHER D. MCDANIEL**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

INA K ARTHUR
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01AR6197562
QUALIFIED IN TOMPKINS COUNTY
COMMISSION EXPIRES DECEMBER 1, 2020



Notary Public

EXHIBIT A**Legal Description of Subleased Premises**

Certain solar equipment sites located in the Town of Lansing, Tompkins County, New York, located on all or a portion of the following:

PARCEL NO. 1: Commencing at a point in the north boundary of said Lot No. 62, said boundary being the center line of a highway running east and west and said point of beginning being at the northeast corner of lands formerly owned by David Barber and later by Adelaide C. Chittenden; thence south 9.70 chains; thence west 5.25 chains; thence south 12.75 chains; thence west 11.88 chains; thence south 17.67 chains to lands formerly owned by Miriam Strong and later by Richard Teeter; thence east 7.70 chains; thence north 14 chains; thence east 14.34 chains; thence north 26 chains to the north boundary of said Lot No 62; thence west along said boundary 5 chains to the place of beginning; containing about 39 acres of land. Excepting and reserving therefrom a small parcel of about 38 rods which was conveyed on June 30, 1845 by Nathan Beard to Darius Hall.

PARCEL NO. 2: Commencing at a point in the north boundary of said Lot No. 62 at the northeast corner of lands formerly owned

by Darius Hall; thence south 22.50 chains to a stake; thence east 11.94 chains; thence north $\frac{1}{4}^{\circ}$ east 12.78 chains; thence east 5.21 chains; thence north 9.70 chains to the north boundary of said Lot No. 62 in the center line of the highway; thence west along the center line of the highway 17.20 chains to the place of beginning, containing 31.97 acres of land, more or less.

Being the same premises conveyed to the Grantors herein by Helen M. Tait by deed dated March 27, 1950 recorded in Tompkins County Clerk's Office in Book 330 of Deeds at page 134.

SUBJECT however, to the following:

1) The rights of the public in and to that portion within the bounds of the public highway.

2) A right of way for clearing trees granted to the New York State Electric & Gas Corporation by instrument dated March 15, 1957 recorded in said Clerk's Office in Book 398 of Deeds at page 373.

3) A right of way granted to New York Telephone Company by agreement dated April 10, 1968 recorded in said Clerk's Office in Book 474 of Deeds at page 786 for buried telephone cable.

4) A right of way granted to the New York Telephone Company by agreement dated May 15, 1972 recorded in said Clerk's Office in Book 500 of Deeds on page 107, for buried cable.

EXCEPTING, however, a parcel conveyed to the New York State Electric & Gas Corporation of a width of 400 feet described by Deed dated March 4, 1954, recorded in Book 365 of Deeds at page 573. The Grantors hereby convey to the Grantees any rights of way, rights of passage or rights of use reserved to them in said conveyance to the New York State Electric & Gas Corporation.

LOCATION MAP

(NOT TO SCALE)

The map is an aerial photograph showing a rural landscape with fields and some buildings. A road labeled 'JERRY SMITH ROAD' runs horizontally across the middle. Another road labeled 'DAVIS ROAD' runs vertically, intersecting Jerry Smith Road. A third road labeled 'DAN NEWBLE ROAD' runs vertically on the right side. A rectangular area, outlined with a black border and filled with diagonal hatching, is located south of Jerry Smith Road and west of Davis Road. A leader line points from this area to a white box with the word 'SITE' in black capital letters. In the top left corner, there is a north arrow pointing upwards.

LOCATED AT

JULY 2026

JERRY SMITH, LLC
101 SUMMER STREET, 2ND FLOOR
BOSTON, MA 02110

THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP
900 ROUTE 146
CLIFTON PARK, NY 12065
(518) 371-7621

THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP
900 ROUTE 146
CLIFTON PARK, NY 12065
(518) 371-7621

NEXAMP, LLC
101 SUMMER STREET, 2ND FLOOR
BOSTON, MA 02110

(NOT TO SCALE)

Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-101	GENERAL NOTES
C-200	EXISTING CONDITIONS
C-201	REMOVALS PLAN
C-300	MATERIALS AND LAYOUT PLAN
C-301	TURNING MOVEMENT PLAN
C-400	EROSION AND SEDIMENT CONTROL PLAN
C-500	GRADING AND DRAINAGE PLAN
C-501	ROAD PROFILE
C-600	EROSION AND SEDIMENT CONTROL DETAILS
C-601	SITE DETAILS
C-602	SITE DETAILS

BENCHMARKS:
CONTROL TO BE SET BY EDPLLP

TOWN OF LANSING PLANNING BOARD, NEW YORK

DATED _____

SIGNATURE _____
CHAIRMAN

DATED _____

SIGNATURE _____
CODE ENFORCEMENT OFFICER

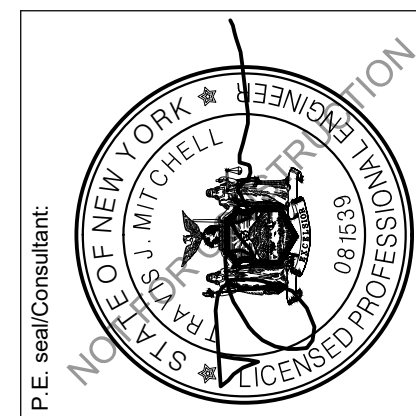
DATED _____

SIGNATURE _____
HIGHWAY SUPERINTENDENT

DATED _____

SIGNATURE _____
TOWN ENGINEER

Rev	Issued For	Date
A	INTERNAL REVIEW	5/27/26
B	TOWN COMMENTS	7/10/26



JERRY SMITH, LLC

JERRY SMITH ROAD,
LANSING, NY

COVER SHEET

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Dwg No:	Size: D	Sheet Rev
C-100		B

Company Confidential. This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the drawing/print is expressly loaned. They must not be disclosed, reproduced, detrimental to the interest of Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, Inc.

GENERAL NOTES:

THE ENVIRONMENTAL DESIGN PARTNERSHIP IS NOT RESPONSIBLE FOR ANY CONSTRUCTION WORK PERFORMED PRIOR TO FINAL APPROVAL OF ALL PLANS AND SECURING OF ALL PERMITS AND FILING OF ALL MAPS.

CONTRACTOR TO ARRANGE A PRECONSTRUCTION CONFERENCE WITH THE ENVIRONMENTAL DESIGN PARTNERSHIP AND MUNICIPALITY PRIOR TO CONSTRUCTION. FIELD ADJUSTMENTS MUST BE APPROVED BY THE ENVIRONMENTAL DESIGN PARTNERSHIP AND THE OWNER PRIOR TO CONSTRUCTION.

CONTRACTOR IS TO VERIFY THAT ALL NECESSARY WORK PERMITS AND EASEMENTS ARE IN PLACE PRIOR TO COMMENCEMENT OF WORK.

THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS AND TAKE ALL SPECIAL TEMPORARY AND PERMANENT PRECAUTIONS NECESSARY TO ENSURE A STABLE AND SECURE JOB.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY TOWN, COUNTY OR STATE HIGHWAY CUT PERMITS.

THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS AND EASEMENTS PRIOR TO CONSTRUCTION AND BECOME FAMILIAR WITH THE CONDITIONS OF EACH PERMIT.

THE CONTRACTOR SHALL PROTECT AND SUSTAIN IN NORMAL SERVICE ALL EXISTING UTILITIES, STRUCTURES, EQUIPMENT, ROADWAYS, AND DRIVEWAYS.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RIGHT-OF-WAY PROPERTY LINES PRIOR TO CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES SUCH AS GAS, POWER, TELEPHONE, CABLE TV, WATER, SEWER, ETC. PRIOR TO COMMENCEMENT OF CONSTRUCTION.

AS PER NYS INDUSTRIAL CODE 53: CONTRACTOR TO CALL DIG SAFELY NEW YORK, INC. AT 1-800-962-7962 TO LOCATE BURIED CABLES OR OTHER UNDERGROUND UTILITIES NO LESS THAN TWO OR MORE THAN TEN WORKING DAYS PRIOR TO DIGGING, DRILLING, EXCAVATING, DRIVING POSTS, ETC.

ANY EXISTING STORM SEWERS AND UNDERGROUND UTILITIES ARE SHOWN IN THEIR RELATIVE POSITION AND FOR INFORMATION ONLY. THE CONTRACTOR SHALL HAVE THEIR EXACT LOCATION CHECKED AT THE SITE BEFORE CONSTRUCTION BEGINS.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING PIPE INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES WHICH RESULT MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY. CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS, GRADES, PIPE INVERTS AND ELEVATIONS AND REVIEW WITH CONSULTANT BEFORE CONSTRUCTION.

ALL EXCAVATION TO MEET OSHA AND NYS DOT SAFETY REGULATIONS AND STANDARDS.

THE CONTRACTOR SHALL FILL IN, AND RE-EXCAVATE, AS NECESSARY TO RESUME WORK, ANY EXCAVATIONS OR TRENCHES AT LOCATIONS AND AS OFTEN AS MAY BE REQUIRED TO ENSURE PROTECTION OF THE WORK, ANY ADJACENT EXISTING FACILITIES, OR THE PUBLIC.

THE CONTRACTOR SHALL CLEAN UP THE JOB SITE DAILY BEFORE LEAVING THE JOBSITE. ALL RUBBISH MUST BE CLEANED UP AND CONSTRUCTION EQUIPMENT MUST BE PROPERLY TAKEN CARE OF AND STORED AT THE END OF THE DAY.

CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY DURING CONSTRUCTION. THE CONTRACTOR SHALL FURNISH ALL FLAGMEN AND SIGNS, DELINEATORS, BARRIERS AND DEVICES NECESSARY FOR TRAFFIC CONTROL DURING ANY EARTH-MOVING OPERATION OR OTHER CONSTRUCTION ACTIVITY WHICH INVOLVES PUBLIC HIGHWAYS.

ALL TRAFFIC SIGNS, CONTROL DEVICES AND INFORMATIONAL ITEMS, IF DISTURBED DURING CONSTRUCTION WITHIN CONTRACT LIMIT LINES, SHALL BE RELOCATED AS PER APPROVAL OF MUNICIPALITY.

TOWN OF LANSING APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES.

CONTRACTORS AND SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.

IN NO CASE SHALL PARKING AREAS, LAYDOWN AREAS, CONSTRUCTION TRAILERS, AND PORTABLE TOILETS BE LOCATED WITHIN A WETLAND RESOURCE AREA AND/OR ANY BUFFER ZONES.

RESTORATION OF PAVEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPLACE AND RESTORE PAVEMENT WITH MATERIAL TO A CONDITION EQUAL TO OR BETTER THAN PRECONSTRUCTION CONDITIONS. ALL PAVEMENT AND RIGHT-OF-WAY RESTORATION WORK TO BE DONE TO THE SATISFACTION OF THE STATE, COUNTY OR LOCAL MUNICIPAL HIGHWAY DEPARTMENT.

CONTRACTOR SHALL RESTORE ALL LAWNS, DRIVEWAYS, WALKS, WALLS, CURBS, FENCES, ETC. TO A CONDITIONS AT LEAST AS GOOD AS THEY WERE BEFORE BEING DISTURBED.

BOX ALL TREES AND HOUSE ALL SHRUBS AND HEDGES BEFORE PLACING EARTH AGAINST OR NEAR THEM. SHRUBS AND HEDGES THAT MUST BE REMOVED DURING CONSTRUCTION SHALL BE HEALED OR REPLANTED IN AS GOOD A CONDITION AS THEY WERE BEFORE THEIR REMOVAL. ANY DAMAGED ITEMS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

POSTS, MAILBOXES, ETC. SHALL BE PROTECTED, OR REMOVED AND REPLACED EXACTLY AS THEY WERE BEFORE BEING DISTURBED. DAMAGED ITEMS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

IT MAY BE NECESSARY TO TIE OR HOLD BACK UTILITY POLES DURING CONSTRUCTION. THIS SHOULD BE ACCOMPLISHED IN COOPERATION WITH UTILITY COMPANIES.

NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENTS OR R.O.W. AS SHOWN.

CONTRACTOR TO COMPLY WITH ALL OSHA AND OTHER STATE AND LOCAL SAFETY REQUIREMENTS DURING CONSTRUCTION (PROPER SHORING, ETC.).

ALL SITE WORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. WHERE ACCESS OR WORK OUTSIDE OF PROPERTY BOUNDARY IS NECESSARY, THE PERMISSION OF ADJOINING PROPERTY OWNER MUST FIRST BE OBTAINED.

ALL AREAS OF THE SITE WHICH ARE DISTURBED AND NOT PAVED SHALL BE TOPSOILED AND SEEDED.

THE INFORMATION REPRESENTED WITHIN THESE DOCUMENTS DOES NOT IMPLY ANY CONTRACT WITH, OR OBLIGATION FOR, PERFORMING ANY OR ALL TOWN, COUNTY, OR STATE REQUIRED INSPECTIONS DURING THE COURSE OF CONSTRUCTION OR PURSUANT TO OBTAINING CERTIFICATE OF OCCUPANCY. SUCH INSPECTION SERVICES, IF PERFORMED BY THIS OFFICE, SHALL BE ESTABLISHED BY SEPARATE CONTRACT.

IN THE EVENT THAT THE CONSTRUCTION STAKEOUT AND INSPECTION OF THE WORK IS NOT PERFORMED BY THE ENVIRONMENTAL DESIGN PARTNERSHIP (EDP), EDP WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS, OMISSIONS, COSTS, EXPENSES OR LIABILITY OF WHATEVER KIND AND NATURE RESULTING FROM FIELD CHANGES AND/OR ERRORS WHICH EDP WOULD OTHERWISE HAVE HAD AN OPPORTUNITY TO CHECK AND CORRECT WERE THEY IN A POSITION TO CONTROL THE PROJECT THROUGH STAKEOUT AND INSPECTION.

CLAIMS MADE AGAINST CONSULTANT FOR SURVEY STAKEOUT ERRORS WILL BE HONORED ONLY IF CONSULTANT IS NOTIFIED FOR VERIFICATION OF THE ERROR IMMEDIATELY UPON DISCOVERY AND BEFORE ANY CONTROL STAKES ARE DISTURBED. IF, AFTER VERIFICATION, IT IS DETERMINED THAT NO STAKEOUT ERROR OCCURRED, THE CLIENT SHALL REIMBURSE THE CONSULTANT FOR ADDITIONAL EXPENSES INCURRED FOR SUCH VERIFICATION.

ALL ERRORS, OMISSIONS AND DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ENVIRONMENTAL DESIGN PARTNERSHIP IMMEDIATELY UPON DISCOVERY. OTHERWISE, THE ENVIRONMENTAL DESIGN PARTNERSHIP WILL ACCEPT NO RESPONSIBILITY.

INSPECTION SERVICES BY THE ENVIRONMENTAL DESIGN PARTNERSHIP ARE NOT SUPERVISORY. ACCORDINGLY, THE ENVIRONMENTAL DESIGN PARTNERSHIP CAN NEITHER GUARANTEE THE PERFORMANCE OF THE CONSTRUCTION CONTRACTS BY CONTRACTORS NOR ASSUME RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO FURNISH AND PERFORM WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

EQUIPMENT PAD AND MV UNDERGROUND CABLE LAYOUT WERE PROVIDED BY OTHERS.

EQUIPMENT PAD AND MV UNDERGROUND CABLE DESIGN, INCLUDING, BUT NOT LIMITED TO, SUBGRADE SUITABILITY, PREPARATION, REQUIRED TRENCHING, AND BEDDING TO BE DESIGNED BY OTHERS.

EROSION AND SEDIMENT CONTROL AND STABILIZATION MEASURES, MAINTENANCE AND INSPECTION PRACTICES:

1. THE FOLLOWING IS A LIST OF EROSION AND SEDIMENT CONTROLS TO BE USED ON THIS SITE DURING CONSTRUCTION:

- A. STABILIZATION PRACTICES FOR THIS SITE INCLUDE:
 - LAND CLEARING ACTIVITIES SHALL BE DONE ONLY IN AREAS WHERE EARTHWORK WILL BE PERFORMED AND SHALL PROGRESS AS EARTHWORK IS NEEDED.
 - WATERING OF EXCAVATION AND FILL AREAS TO MINIMIZE WIND EROSION DURING CONSTRUCTION AS NEEDED.
 - USE OF STABILIZATION FABRIC FOR ALL SLOPES HAVING A SLOPE OF 1V:2H OR GREATER AND FILL SLOPES 1V:3H OR GREATER.
 - PERMANENT SEEDING AND PLANTING OF ALL UNPAVED AREAS USING THE HYDROMULCHING GRASS SEEDING TECHNIQUE.
- B. STRUCTURAL PRACTICES FOR THIS SITE INCLUDE:
 - PERIMETER PROTECTION USING COMPOST FILTER SOCKS
 - STABILIZED CONSTRUCTION EXIT POINTS
 - SEDIMENT TRAPS OR FILTER SOCKS
 - CHECK DAMS

2. THE FOLLOWING INSPECTION AND MAINTENANCE PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS AND STABILIZATION MEASURES.

- A. ALL CONTROL MEASURES WILL BE INSPECTED ONCE EVERY SEVEN (7) DAYS BY A QUALIFIED INSPECTOR AS DESCRIBED IN PART IV, SECTION C OF THE SPDES PERMIT FOR CONSTRUCTION ACTIVITY NO. GP-0-25-001. SITES THAT HAVE A WAIVER TO DISTURB GREATER THAN FIVE (5) ACRES REQUIRE (2) INSPECTIONS EVERY SEVEN (7) DAYS WITH AT LEAST TWO (2) DAYS BETWEEN INSPECTIONS.
- B. DISTURBED AREAS SHALL BE STABILIZED AS SOON AS PRACTICAL AFTER CONSTRUCTION ACTIVITIES HAVE CONCLUDED IN AN AREA. ALL BARE AREAS AND AREAS SUBJECT TO EROSION SHALL BE BLANKETED OR SEEDED AND MULCHED WITHIN 14 DAYS WITH TEMPORARY EROSION CONTROL SEEDING
- C. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF REPAIRS ARE FOUND TO BE NECESSARY, THEY WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
- D. BUILT UP SEDIMENT WILL BE REMOVED FROM FILTER SOCKS WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE SOCK. AN ADDITIONAL FILTER SOCK MAY BE INSTALLED ON TOP OF THE ORIGINAL TO INCREASE SEDIMENT STORAGE CAPACITY/PREVENT SEDIMENT DISTURBANCE.
- E. FILTER SOCKS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, DISLODGEEMENT, BREAKS, TEARS, ETC. DAMAGED OR DISLODGED FILTER SOCKS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.
- F. TEMPORARY AND PERMANENT SEEDING AND ALL OTHER STABILIZATION MEASURES WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
- G. SEDIMENT BASINS WILL BE INSPECTED FOR DEPTH OF SEDIMENT. BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 50 PERCENT OF THE CAPACITY.
- H. CHECK DAMS WILL BE INSPECTED FOR DEPTH OF SEDIMENT, WASHOUT, ETC. BUILT UP SEDIMENT WILL BE REMOVED FROM THE CHECK DAM WHEN IT REACHES ONE-THIRD OF THE HEIGHT OF THE CHECK DAM.

I. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. COPIES OF THE REPORT FORMS TO BE COMPLETED BY THE INSPECTOR ARE INCLUDED IN THIS SWPPP. UPON COMPLETION, COPIES OF THE REPORTS SHALL BE SUBMITTED TO THE TOWN.

J. THE JOB SITE SUPERINTENDENT WILL BE RESPONSIBLE FOR SELECTING AND TRAINING THE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR THESE INSPECTIONS, MAINTENANCE AND RESTORATION ACTIVITIES. AND FILLING OUT INSPECTION AND MAINTENANCE REPORTS. ALL PERSONNEL PERFORMING INSPECTIONS MUST MEET THE REQUIREMENTS DESCRIBED IN PART IV, SECTION C OF THE SPDES PERMIT FOR CONSTRUCTION ACTIVITY NO. GP-0-25-001.

K. PERSONNEL SELECTED FOR THE INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE APPROPRIATE INSTRUCTION FROM THE JOB SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS THAT ARE USED ON SITE IN GOOD WORKING ORDER. THEY WILL ALSO BE TRAINED IN THE COMPLETION OF INITIATION OF ACTIONS REQUIRED BY, AND THE FILING OF THE INSPECTION FORMS. DOCUMENTATION OF THIS PERSONNEL TRAINING WILL BE KEPT ON SITE WITH THE SWPPP. ALL PERSONNEL PERFORMING INSPECTIONS MUST MEET THE REQUIREMENTS DESCRIBED IN PART IV, SECTION C OF THE SPDES PERMIT FOR CONSTRUCTION ACTIVITY NO. GP-0-25-001.

L. DISTURBED AREAS AND MATERIAL STORAGE AREAS WILL BE INSPECTED FOR EVIDENCE OF OR POTENTIAL FOR POLLUTANTS ENTERING STORMWATER SYSTEMS.

M. REPORT TO THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION WITHIN 24 HOURS ANY NONCOMPLIANCE WITH THE SWPPP THAT WILL ENDANGER PUBLIC HEALTH OR THE ENVIRONMENT. FOLLOW UP WITH A WRITTEN REPORT WITHIN 5 DAYS OF THE NONCOMPLIANCE EVENT.

N. NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR POLLUTION RUNOFF. NO RE-FUELING SHALL BE OCCUR WITHIN 100 FEET OF ANY WETLAND RESOURCE AREA AND 200 FEET FROM RIVERFLOO. LEAKING EQUIPMENT OR SUPPLIES SHALL IMMEDIATELY BE REPAIRED OR EMOVED FROM THE SITE.

O. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DUST FROM FORMING.

ADDITIONAL EROSION CONTROL AND GRADING NOTES:

1. MINIMAL EROSION CONTROL DEVICES ARE ILLUSTRATED ON SITE PLAN IN A SCHEMATIC MANNER BASED ON NY STATE GUIDELINES FOR EROSION AND SEDIMENT CONTROL. IT WILL BE NECESSARY TO ADJUST THE ACTUAL LOCATION AND QUANTITY OF EROSION CONTROL DEVICES DEPENDING UPON FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THESE MEASURES AS REQUIRED TO PROTECT THE SITE.
2. SLOPES SHALL TYPICALLY BE GRADED AT A MAXIMUM OF 3:1 (3 HORIZ. 1 VERT.) WITHIN ALL CUT OR FILL AREAS, UNLESS OTHERWISE DESIGNATED ON PLANS.
3. TEMPORARY SEED SHALL BE A COMMERCIALY AVAILABLE MIXTURE OF PERENNIAL RYE AND UTILITY GRADE RESCUE PERENNIAL GRASS. PERCENTAGE SHALL NOT EXCEED 50%. PERMANENT SEED SHALL BE AS SPECIFIED ON THE PLANTING PLANS.

4. SEEDED AREAS SHALL BE FULLY COVERED WITH A LEAN STRAW OR MULCH MATERIAL. IF ORDERED BY THE ENGINEER OR MUNICIPALITY, A BIODEGRADABLE NETTING (E.G., EXCELSIOR BLANKET, COIR GEOTEXTILE) SHALL BE ANCHORED OVER SEEDED AREAS WHICH DEMONSTRATE "RILLING" OR OTHER EROSION PROCESSES.

5. TOPSOIL AND SEED SHALL BE REAPPLIED TO ANY AREAS WHICH FAIL TO ESTABLISH AS A RESULT OF INITIAL APPLICATION.

6. FILTER SOCK BARRIERS SHALL BE PLACED WITHIN ALL AREAS OF EXPOSED SLOPES TO CONTROL SOIL EROSION DURING AND AFTER CONSTRUCTION.

7. EROSION CONTROL (ERQ-MAT), GEOTEXTILE FABRIC, COMPOST BLANKET, RIPRAP, OR APPROVED EQUAL, SHALL BE INSTALLED ON ALL 4H:1V SLOPES; AN ORGANIC FIBER PROTECTIVE MAT, HALF INCH LAYER OF CHOPPED STRAW, KNITTED INTO A RUGGED MAT WITH A THIN NETTING OF PHOTODEGRADABLE POLYPROPYLENE, SECURE MAT TO SLOPE WITH 6" STEEL U-SHAPED STAPLES, 2 STAPLES PER SQUARE YARD, OR AS PER MANUFACTURER'S INSTRUCTIONS.

8. PRIOR TO SEEDING, ACCESS AISLES, TEMPORARY STAGING AREAS, STORAGE, AND PARKING AREAS TO BE DECOMPACTED AND RELOADED.

9. SEDIMENT BARRIERS SHALL BE CONSTRUCTED AROUND ALL SOIL STOCKPILE AREAS.

10. STREAM REACHES ON-SITE AND DOWNSTREAM OF CONSTRUCTION SHALL NOT HAVE SUBSTANTIAL VISIBLE CONTRAST RELATIVE TO COLOR, TASTE, ODOR, TURBIDITY AND SEDIMENT DEPOSITION FROM THE REACHES UPSTREAM OF THE CONSTRUCTION ACTIVITY.

11. VEHICULAR ACCESS POINTS SHALL BE MONITORED AND INSPECTED AT THE SAME FREQUENCY AS EROSION CONTROL FEATURES TO INSURE THAT DEPOSITS OF SAND, SILT OR OTHER MATERIAL IS NOT BEING DEPOSITED ON PUBLIC ROADWAYS. IN THE EVENT ANY SIGNIFICANT DEPOSITS OCCUR THEY SHALL BE CLEANED UP IMMEDIATELY.

12. A SPDES PERMIT SHALL BE IN PLACE PRIOR TO COMMENCING ANY GROUND DISTURBANCE.

13. PROJECT DRAINAGE FEATURES TO BE CLEANED OUT AFTER COMPLETION OF CONSTRUCTION.

SEQUENCE OF CONSTRUCTION ACTIVITIES:

1. SITE TO BE MOBILIZED.
2. EROSION AND SEDIMENT CONTROL MEASURES TO BE INSTALLED IN CONJUNCTION WITH ANY BRUSH OR TREE CLEARING REQUIRED. NOTE: EROSION AND SEDIMENT CONTROL MEASURES TO BE INSTALLED IN ACCORDANCE WITH SHEET C-500. ASSOCIATED DETAILS AS WELL AS NYS DEC CONSTRUCTION GENERAL PERMIT #GP-0-25-001. IN ANY INSTANCE THAT A CONFLICT BETWEEN THESE TWO GUIDELINES IS PRESENT, THE MORE CONSERVATIVE GUIDELINE TAKES PRECEDENT.
3. CLEARING AND GRUBBING OPERATIONS CREW SHALL CHIP AND MULCH DIRECTLY BEHIND OPERATION TO MAKE SURE NO AREAS ABOVE FIVE ACRES SHALL BE DISTURBED AT ANY TIME. NO MORE THAN FIVE ACRES SHALL BE DISTURBED AT ANY ONE TIME WITHOUT PRIOR APPROVAL FROM NYSDEC.
4. INSTALLATION OF ACCESS ROAD TO COMMENCE. NOTE: ANY AREAS OF DISTURBANCE SHALL BE STABILIZED WITH TEMPORARY SEEDING PER THE REQUIRED TIMELINES AS PER NYS DEC CONSTRUCTION GENERAL PERMIT #GP-0-25-001.
5. MV TRENCHES AND FOUNDATIONS INSTALLATION IN CONJUNCTION WITH THE PLACEMENT OF CONCRETE FOUNDATIONS FOR THE ELECTRICAL EQUIPMENT PADS TO COMMENCE.
6. WATERING OF THE EXCAVATION AND FILL AREAS SHALL BE DONE TO MINIMIZE WIND EROSION AS NEEDED THROUGHOUT CONSTRUCTION.
7. ELECTRICAL EQUIPMENT INSTALLATION TO COMMENCE.
8. REMOVE LAYDOWN AREA, SPREAD GRAVEL ON ROADWAY, AND SEED AREAS.
9. FINAL SITE STABILIZATION TO COMMENCE.
10. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE REMOVED ONCE 80% VEGETATIVE COVER HAS BEEN ACHIEVED. REMOVE FILTER SOCKS, STABILIZED CONSTRUCTION ENTRANCES, AND OTHER TEMPORARY EROSION AND SEDIMENT CONTROLS. ANY RESULTING AREAS OF DISTURBANCE FROM SAID REMOVAL TO BE SEEDED PRIOR TO DEMOBILIZATION.
11. SITE TO BE DEMOBILIZED.

PLANTING NOTES:

1. PLANTING CONTRACTOR SHALL VERIFY FINAL SELECTION OF PLANT MATERIALS WITH THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. ALL AREAS OF SITE WHICH ARE DISTURBED AND NOT LANDSCAPED, SHALL BE TOPSOILED, SEEDED, AND MULCHED. STRAW, HYDROSEED MIX, OR BIODEGRADABLE NETTING, MIXTURES TO BE APPLIED SHALL BE DETERMINED BY OWNER'S REPRESENTATIVES. TOPSOIL TO BE 4" MINIMUM.
3. EXISTING VEGETATION SHALL REMAIN UNDISTURBED WITHIN ALL AREAS OF SITE WHICH DO NOT REQUIRE GRADING.
4. ALL PLANTING BEDS TO RECEIVE 3" MINIMUM BARK MULCH WITH FILTER FABRIC WEED CONTROL OR EQUAL.
5. THE PLANTING PLAN IS FOR PLANTING PURPOSES ONLY. REFER TO SITE PLAN FOR DETAILED GRADING AND UTILITY INFORMATION.
6. GUARANTEE:
 - A. FOR A PERIOD OF TWELVE MONTHS FROM THE DATE THAT THE WORK UNDER CONTRACT IS CERTIFIED AS COMPLETE, THE CONTRACTOR SHALL:
 1. GUARANTEE ALL PLANTS AND SEEDED AREAS UNDER THIS CONTRACT;
 2. REMOVE AND REPLACE DURING THIS GUARANTEE PERIOD, PLANTS WHICH DIE OR ARE IN A BADLY IMPAIRED CONDITION;
 3. REPLANT WITH STOCK OF SAME SIZE AND QUALITY AS ORIGINALLY SPECIFIED;
 4. GUY AND MAINTAIN AS SPECIFIED HEREIN, AT NO ADDITIONAL COST.
 - B. REPLACEMENTS MADE WITHIN SIX MONTHS AFTER BEGINNING OF THE "GUARANTEE PERIOD" SHALL NOT EXTEND THE "GUARANTEE PERIOD" OF THESE PARTICULAR PLANTS; THOSE REPLACEMENTS MADE SIX MONTHS OR MORE AFTER THE BEGINNING OF THE "GUARANTEE PERIOD" SHALL BE MAINTAINED AND GUARANTEED FOR A PERIOD OF SIX MONTHS FROM THE TIME OF REPLACEMENT.

1. APPLICABLE STANDARDS: "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND "STANDARDIZED PLANT NAMES" BY THE AMERICAN JOINT COMMITTEE ON HORTICULTURAL NOMENCLATURE, ARE A PART OF THIS SPECIFICATION. ALL PLANTS SHALL BE NURSERY GROWN, NOT GATHERED IN THE FIELD.

PLANTING NOTE:

PLANTS LISTED IN THE PLANTING SCHEDULE CAN BE SUBSTITUTED FOR SIMILAR SPECIES OF THE SAME SIZE WITH THE APPROVAL OF THE OWNER AND/OR PROJECT LANDSCAPE ARCHITECT.

ABBREVIATIONS:

±	PLUS/MINUS
BC	BOTTOM OF CURB
BIRF	BENT IRON ROD FOUND
BLDG	BUILDING
BLDR	BOULDER
CB	CATCH BASIN
CBR	CATCH BASIN-- ROUND
CIRF	CAPPED IRON ROD FOUND
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CP	CONTROL POINT
DIP	DUCTILE IRON PIPE
DWG	DRAWING
EHH	ELECTRIC HANDHOLE
EOB	EDGE OF BRUSH
EOW	EDGE OF WOODS
EX.	EXISTING
GV	GAS VALVE
HC	HANDICAPPED
HYD	FIRE HYDRANT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
IRF	IRON ROD FOUND
LLC	LIMITED LIABILITY CORPORATION
LPLA	LAMP POST
MISC	MISCELLANEOUS
MH	MANHOLE
NAVD	NORTH AMERICAN VERTICAL DATUM
NG	NATIONAL GRID
NM	NIAGARA MOHAWK
NYS	NEW YORK STATE
NYT	NEW YORK TELEPHONE UTILITY POLE
No.	NUMBER
OETL	OVERHEAD ELECTRICAL TRANSMISSION LINE
OHUL	OVERHEAD UTILITY LINE
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
R.O.W	RIGHT OF WAY
SAN	SANITARY
SF	SQUARE FEET
SS	STREET SIGN
STM	STORM
STS	STOP SIGN
TF	TOP OF FRAME
(TYP.)	TYPICAL
UGE	UNDERGROUND ELECTRIC
UP	UTILITY POLE
VZ	VERIZON UTILITY POLE
YD	YARD DRAIN

EXISTING:

	EXISTING GRADE CONTOUR
	UNDERGROUND GAS LINE
	BARBED WIRE FENCE
	DELINEATED WETLANDS
	BASELINE POINT
	HYDRANT
	INVERT ELEVATION
	STREET OR SIGHT LIGHTING
	STORM / SANITARY MANHOLE
	SIGN
	TOP OF FRAME ELEVATION
	UTILITY POLE
	VERTICAL BENCHMARK
	HORIZONTAL CONTROL POINT
	CONIFEROUS TREE
	DECIDUOUS TREE
	TEST PIT LOCATION
	DENOTES COMMUNICATIONS PEDESTAL

NEW:

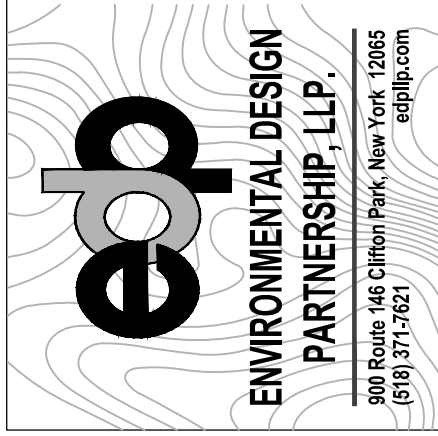
	DETAIL NUMBER
	SHEET NUMBER
	SPOT ELEVATION
	GRASSED SWALE
	CONTOUR LINE
	PARKING, TRAFFIC OR STORMWATER MANAGEMENT SIGN WITH LABEL
	IMPERVIOUS GRAVEL ACCESS ROAD
	TEMPORARY GRAVEL ACCESS ROAD
	STABILIZED CONSTRUCTION ENTRANCE
	RIP RAP FILL
	TEMPORARY EROSION CONTROL BLANKET (TO BE USED ON SLOPES GREATER THAN OR EQUAL TO 33%)
	FIXED KNOT FENCE FENCE
	MEDIUM VOLTAGE TRENCH (BY OTHERS)
	PROPOSED 12 IN COMPOST FILTER SOCK OR SILT FENCE
	PROPOSED 12 IN COMPOST FILTER SOCK (OR EQUAL) CHECK DAM IN VEGETATED SWALE
	CONCRETE WASHOUT FACILITY
	LIMIT OF DISTURBANCE

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS CONSTRUCTION REQUIREMENTS:

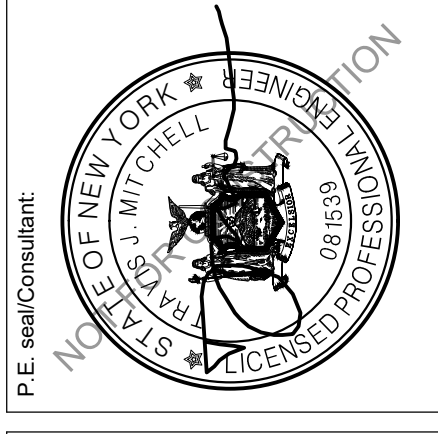
1. CONSTRUCTION ACTIVITIES ON THIS SITE MUST COMPLY WITH THE NYS DEPARTMENT OF AGRICULTURE AND MARKETS (NYSdam) PUBLISHED GUIDELINES FOR CONSTRUCTION MITIGATION FOR AGRICULTURAL LANDS LAST REVISED OCTOBER 18, 2019. THE FOLLOWING REPRESENTS ONLY A CONSOLIDATED SUMMARY OF THE GUIDELINES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH THE COMPLETE GUIDELINES AND COMPLY WITH THE APPLICABLE REQUIREMENTS DURING CONSTRUCTION.
2. PRIOR TO CONSTRUCTION CONTRACTOR SHALL OBTAIN SOIL SAMPLES FROM AREAS TO BE DISTURBED (ONE (1) SET OF SOIL SAMPLES FOR EVERY 10 ACRES OF DISTURBANCE) AND SUBMITTED TO AN APPROVED LABORATORY FOR TESTING OF PH, PERCENT ORGANIC MATERIAL, CATION EXCHANGE CAPACITY, PHOSPHORUS / PHOSPHATE(P), AND POTASSIUM/POTASH(K). SOIL SAMPLING SHALL BE CONSISTENT WITH CORNELL UNIVERSITY'S SOIL TESTING GUIDELINES WITHIN REPRESENTATIVE AREAS OF THE PROPOSED DISTURBANCE. RESULTS SHALL BE SUBMITTED TO THE OWNER.
3. STRIPPED TOPSOIL SHALL BE STOCKPILED FROM WORK AREAS AND KEPT SEPARATE FROM OTHER EXCAVATED MATERIAL UNTIL THE COMPLETION OF THE FACILITY FOR FINAL RESTORATION. EXCESS TOPSOIL SHALL BE SPREAD EVENLY IN AGRICULTURAL AREAS WITHIN THE LIMIT OF DISTURBANCE OR AS NOTED ON THE PLANS. IN NO CASE SHALL THE SPREADING OF EXCESS TOPSOIL ALTER THE HYDROLOGY OF THE AREA.
4. TOPSOIL STOCKPILES ON AGRICULTURAL AREAS LEFT IN PLACE PRIOR TO OCTOBER 31 SHALL BE SEEDED WITH AROOSTOOK WINTER RYE OR EQUIVALENT AT AN APPLICATION RATE OF THREE BUSHELS (168 LB) PER ACRE AND MULCHED WITH STRAW AT A RATE OF TWO TO THREE BALES PER 1000 SF.
5. TOPSOIL STOCKPILES ON AGRICULTURAL AREAS LEFT IN PLACE BETWEEN OCTOBER 31 AND MAY 31 SHALL BE MULCHED WITH STRAW AT A RATE OF TWO TO THREE BALES PER 1000 SF TO PREVENT SOIL LOSS.
6. THE SURFACE OF ACCESS ROADS LOCATED OUTSIDE OF THE FENCED AREA AND CONSTRUCTED THROUGH AGRICULTURAL FIELDS SHALL BE LEVEL WITH THE ADJACENT FIELD SURFACE UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR SHALL ENSURE THAT NO VEHICLES OR EQUIPMENT ARE ALLOWED OUTSIDE THE DESIGNED LIMIT OF DISTURBANCE. VEHICLE AND EQUIPMENT TRAFFIC, PARKING AND MATERIAL STORAGE SHALL BE LIMITED TO THE ACCESS ROADS AND/OR DESIGNATED WORK AREAS WITH THE EXCEPTION OF LOW GROUND PRESSURE EQUIPMENT.
8. ALL BURIED UTILITIES LOCATED WITHIN THE FENCED AREA MUST HAVE A MINIMUM COVER DEPTH OF 18 INCHES IF LOCATED WITHIN CONDUIT AND 24 INCHES IF DIRECT BURIED
9. ALL BURIED UTILITIES LOCATED OUTSIDE OF THE FENCED AREA SHALL HAVE A MINIMUM COVER DEPTH OF 48 INCHES IF LOCATED WITHIN CROPLAND, HAYLAND OR IMPROVED PASTURE AREAS. IN AREAS WHERE THE DEPTH OF SOIL OVER BEDROCK IS LESS THAN 48 INCHES THE ELECTRICAL CONDUCTORS MUST BE BURIED BELOW THE SURFACE OF THE BEDROCK IF FRAGILE/RIPPABLE OR AS NEAR AS POSSIBLE TO THE SURFACE OF THE BEDROCK. ALL BURIED UTILITIES LOCATED IN UNIMPROVED AREAS OR ON LAND PERMANENTLY DEVOTED TO PASTURE SHALL HAVE A MINIMUM COVER DEPTH OF 36 INCHES, WHERE ELECTRICAL CONDUCTORS ARE BURIED DIRECTLY BELOW THE GENERATION FACILITY'S ACCESS ROAD OR IMMEDIATELY ADJACENT TO THE ACCESS ROAD THE MINIMUM DEPTH OF COVER MUST BE 24 INCHES.
10. EXCESS STRIPPED TOPSOIL SHALL NOT BE UTILIZED FOR FILL WITHIN PROJECT AREAS.
11. CONTRACTOR TO REPAIR ALL SURFACE OR SUBSURFACE DRAINAGE STRUCTURES DAMAGED DURING CONSTRUCTION.
12. RESTORATION WORK ON AGRICULTURAL LAND SHALL BE COMPLETED DURING FAVORABLE (WORKABLE, RELATIVELY DRY) CONDITIONS AND NOT WHILE SOILS ARE IN A WET OR PLASTIC STATE OF CONSISTENCY.
13. IN ALL CONTINUED USE AGRICULTURAL LAND WHERE THE TOPSOIL WAS STRIPPED SUBSOIL DECOMPACTION SHALL BE CONDUCTED PRIOR TO TOPSOIL REPLACEMENT TO A DEPTH OF 18 INCHES WITH A TRACTOR MOUNTED DEEP RIPPER OR HEAVY-DUTY CHISEL PLOW.
14. CONTRACTOR SHALL SEED ALL AREAS FROM WHICH VEGETATION WAS REMOVED OR DESTROYED WITH THE SEED MIX SPECIFIED BY OWNER.



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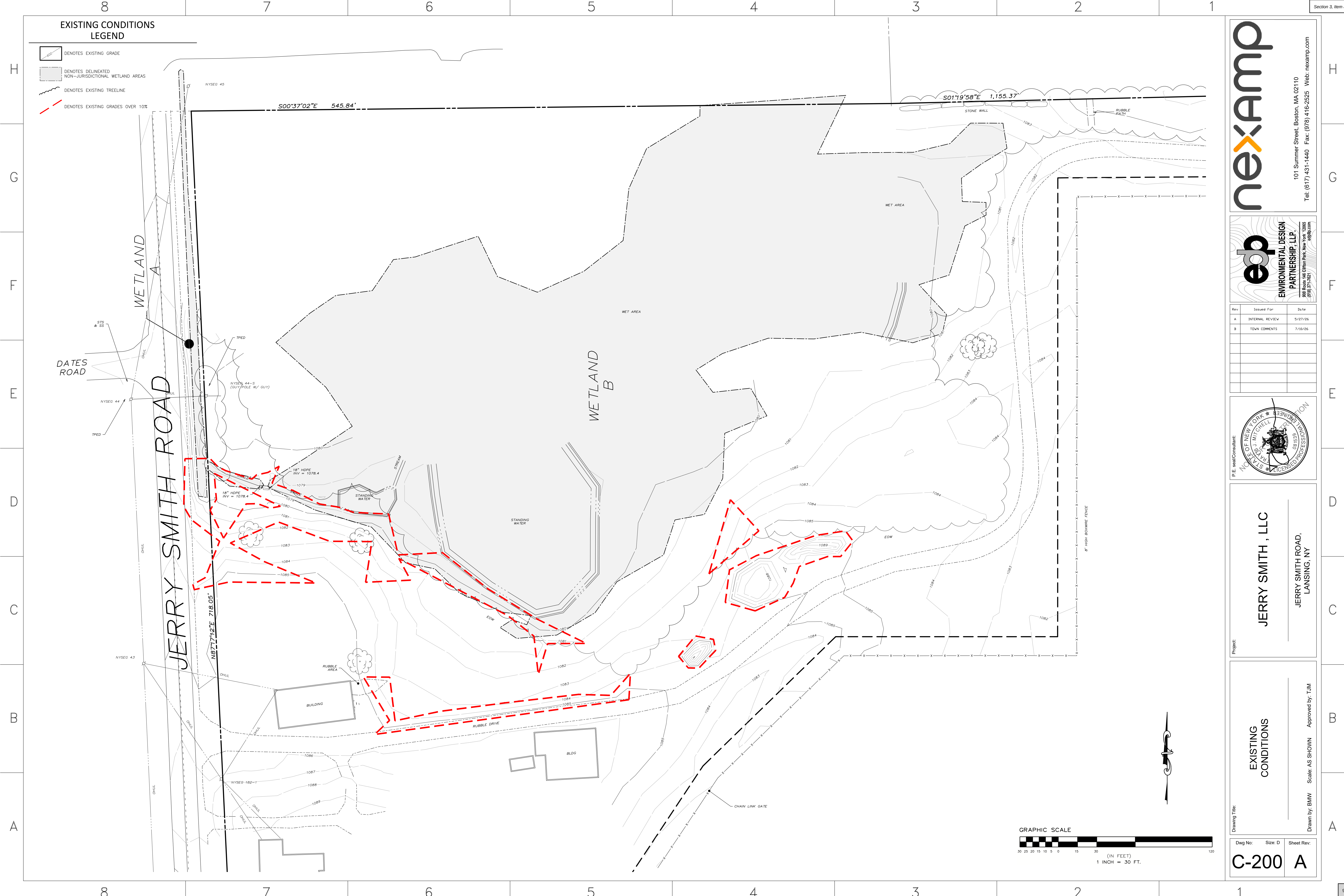


Rev	Issued For	Date
A	INTERNAL REVIEW	5/27/26
B	TOWN COMMENTS	7/10/26



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JERRY SMITH ROAD,
LANSING, NY

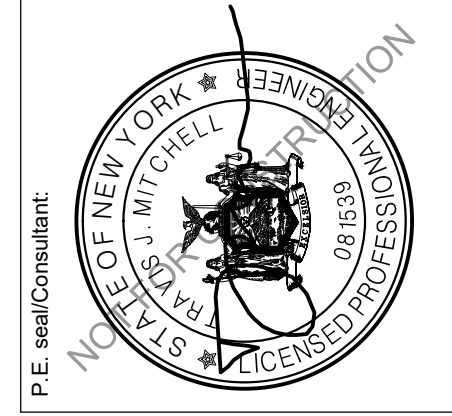
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EXISTING
CONDITIONS

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

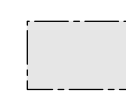
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REMOVALS NOTES:

1. RETURN ALL DISTURBED AREAS TO THEIR EXISTING COVER TYPES UPON CONSTRUCTION COMPLETION UNLESS OTHERWISE SPECIFIED.
2. INSTALL EROSION CONTROL MEASURES PRIOR TO ALL REMOVAL ACTIVITIES.
3. MAINTAIN EMERGENCY ACCESS TO SITE AT ALL TIMES.

REMOVALS LEGEND:

-  DENOTES BRUSH AND/OR TREE CLEARING AND GRUBBING AREA
-  DENOTES RUBBLE ROAD REMOVAL
-  DENOTES DELINEATED WETLAND AREAS

SITE REMOVAL AREAS

- BRUSH & TREE CLEARING AND GRUBBING ±0.301 AC
- RUBBLE ROAD REMOVAL ±0.139 AC

WETLAND A

JERRY SMITH ROAD

WETLAND B

EXISTING SOLAR FIELD

RIGHT OF WAY LINE

TOWN OF LANSING PLANNING BOARD, NEW YORK

DATED _____
SIGNATURE _____
CHAIRMAN

DATED _____
SIGNATURE _____
CODE ENFORCEMENT OFFICER

DATED _____
SIGNATURE _____
HIGHWAY SUPERINTENDENT

DATED _____
SIGNATURE _____
TOWN ENGINEER

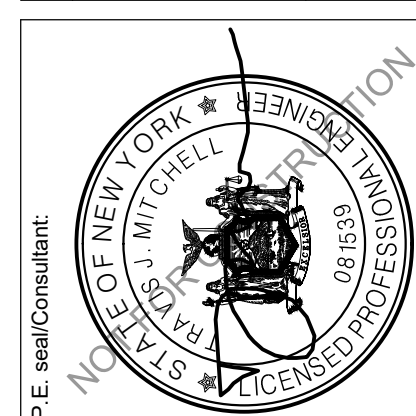


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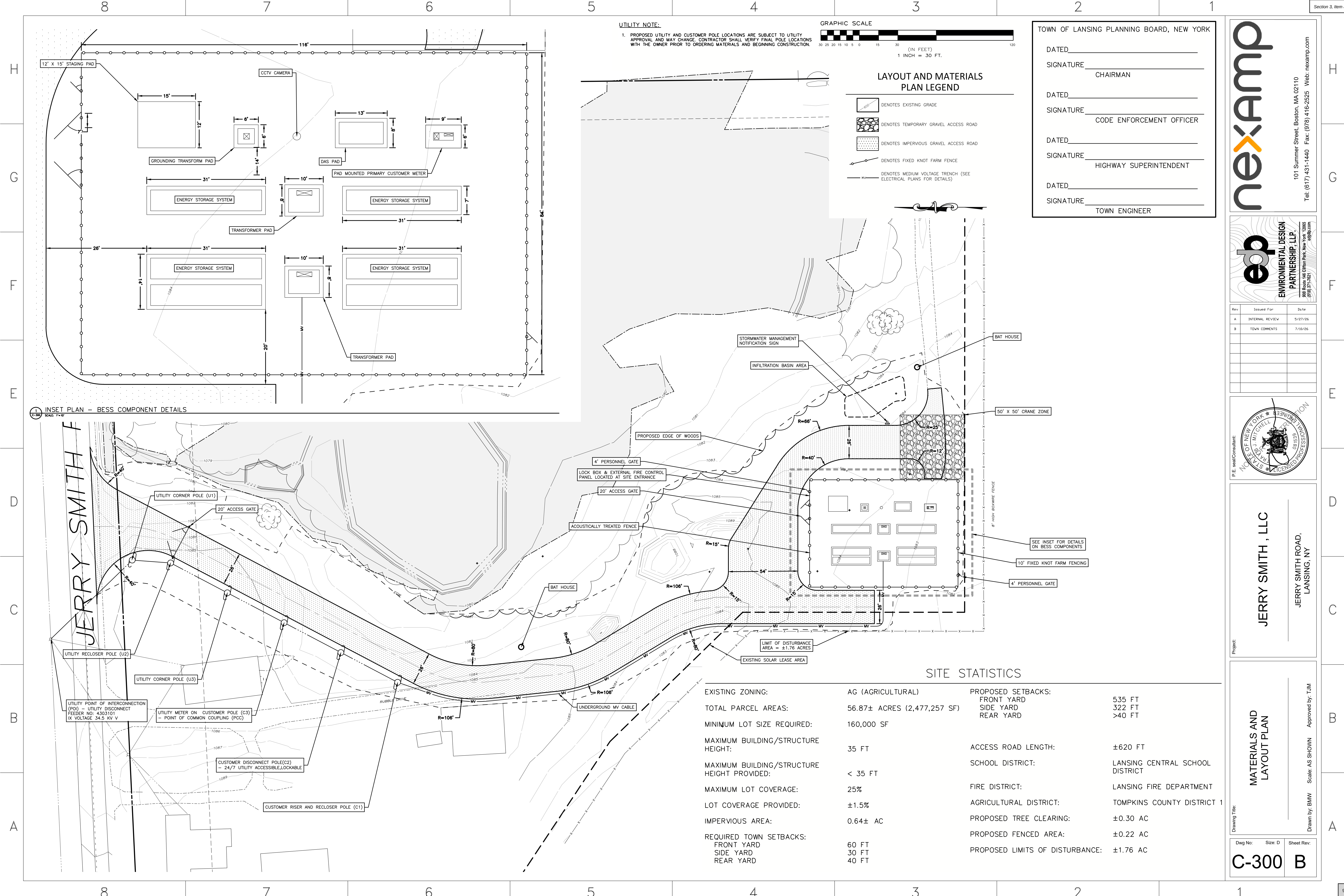
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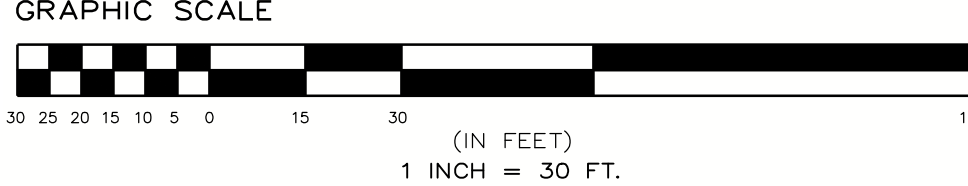
REMOVALS PLAN

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Dwg No: **C-201** Size: D Sheet Rev: **B**



UTILITY NOTE:
1. PROPOSED UTILITY AND CUSTOMER POLE LOCATIONS ARE SUBJECT TO UTILITY APPROVAL AND MAY CHANGE. CONTRACTOR SHALL VERIFY FINAL POLE LOCATIONS WITH THE OWNER PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.



- LAYOUT AND MATERIALS PLAN LEGEND
- DENOTES EXISTING GRADE
 - DENOTES TEMPORARY GRAVEL ACCESS ROAD
 - DENOTES IMPERVIOUS GRAVEL ACCESS ROAD
 - DENOTES FIXED KNOT FARM FENCE
 - DENOTES MEDIUM VOLTAGE TRENCH (SEE ELECTRICAL PLANS FOR DETAILS)

TOWN OF LANSING PLANNING BOARD, NEW YORK

DATED _____

SIGNATURE _____ CHAIRMAN

DATED _____

SIGNATURE _____ CODE ENFORCEMENT OFFICER

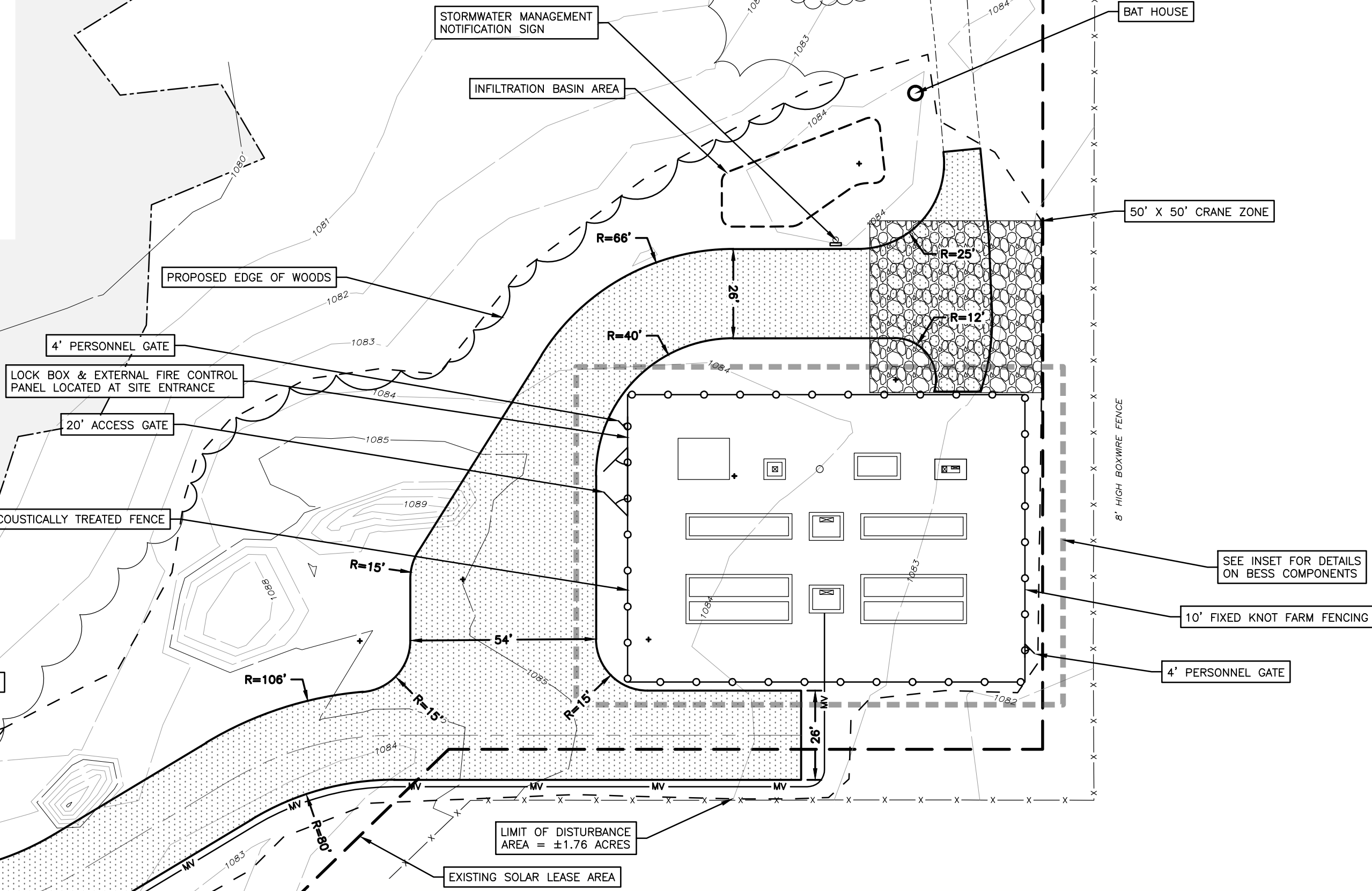
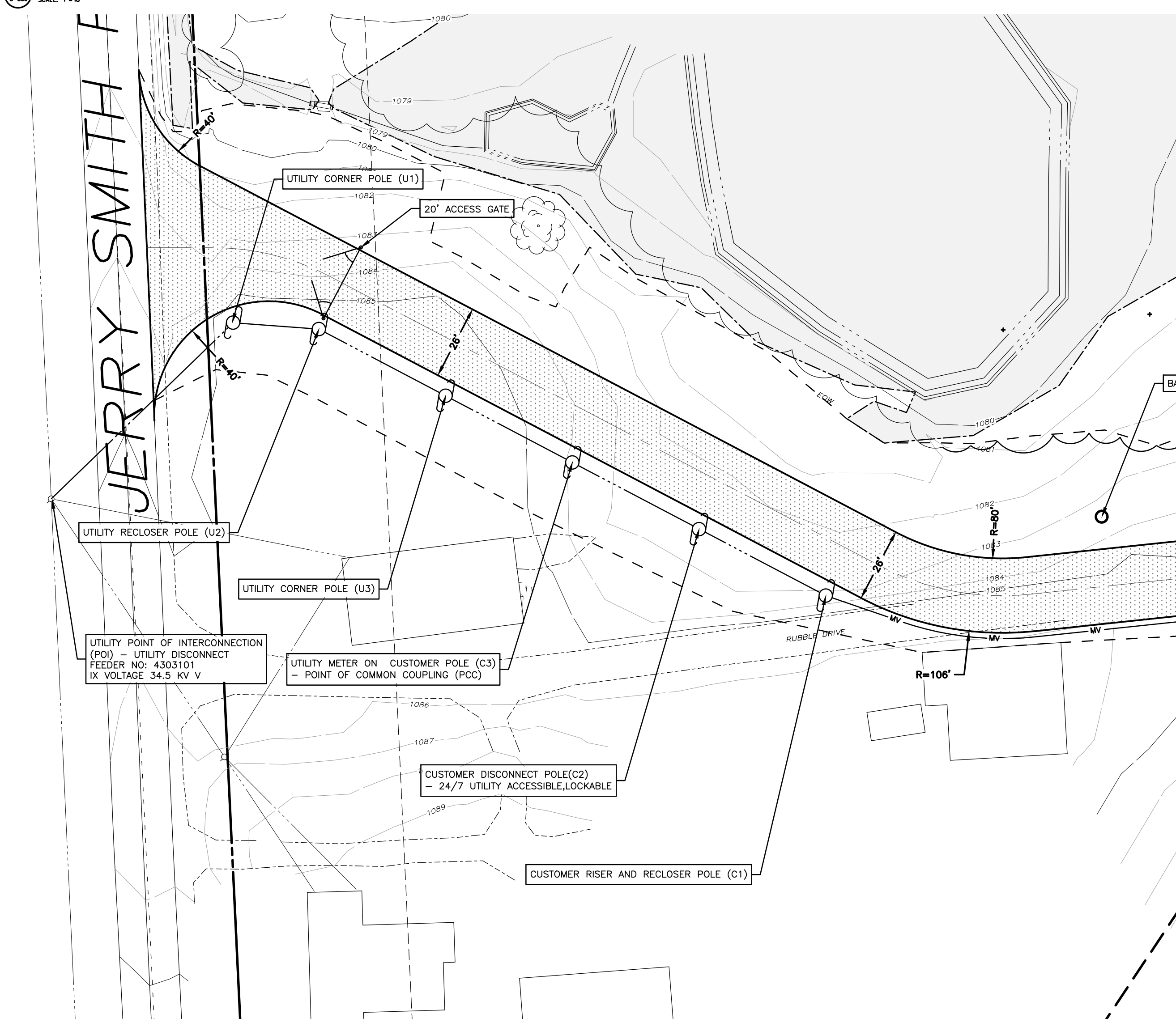
DATED _____

SIGNATURE _____ HIGHWAY SUPERINTENDENT

DATED _____

SIGNATURE _____ TOWN ENGINEER

1 INSET PLAN - BESS COMPONENT DETAILS

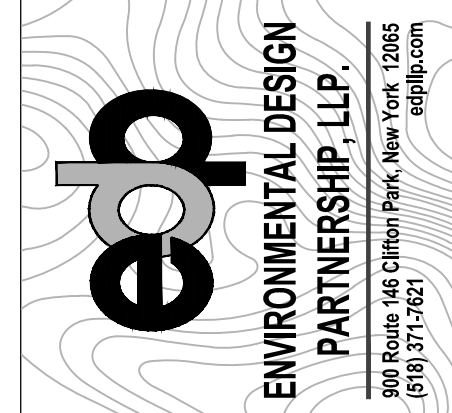


SITE STATISTICS

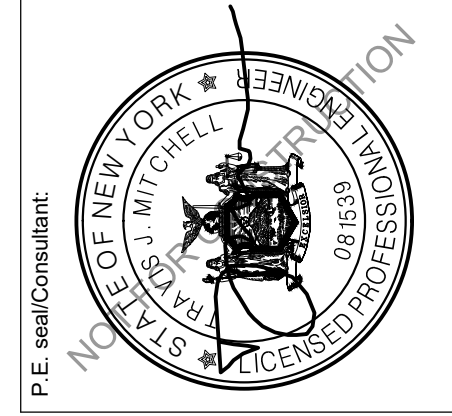
EXISTING ZONING:	AG (AGRICULTURAL)	PROPOSED SETBACKS:	
TOTAL PARCEL AREAS:	56.87± ACRES (2,477,257 SF)	FRONT YARD	535 FT
MINIMUM LOT SIZE REQUIRED:	160,000 SF	SIDE YARD	322 FT
MAXIMUM BUILDING/STRUCTURE HEIGHT:	35 FT	REAR YARD	>40 FT
MAXIMUM BUILDING/STRUCTURE HEIGHT PROVIDED:	< 35 FT	ACCESS ROAD LENGTH:	±620 FT
MAXIMUM LOT COVERAGE:	25%	SCHOOL DISTRICT:	LANSING CENTRAL SCHOOL DISTRICT
LOT COVERAGE PROVIDED:	±1.5%	FIRE DISTRICT:	LANSING FIRE DEPARTMENT
IMPERVIOUS AREA:	0.64± AC	AGRICULTURAL DISTRICT:	TOMPKINS COUNTY DISTRICT 1
REQUIRED TOWN SETBACKS:		PROPOSED TREE CLEARING:	±0.30 AC
FRONT YARD	60 FT	PROPOSED FENCED AREA:	±0.22 AC
SIDE YARD	30 FT	PROPOSED LIMITS OF DISTURBANCE:	±1.76 AC
REAR YARD	40 FT		



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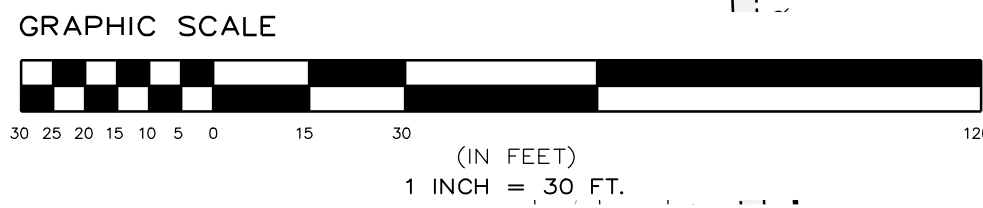
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LANSING, NY

MATERIALS AND LAYOUT PLAN

Dwg No: C-300 Size: D Sheet Rev: B

Drawn by: BMW Scale: AS SHOWN Approved by: TJM



UTILITY NOTE:

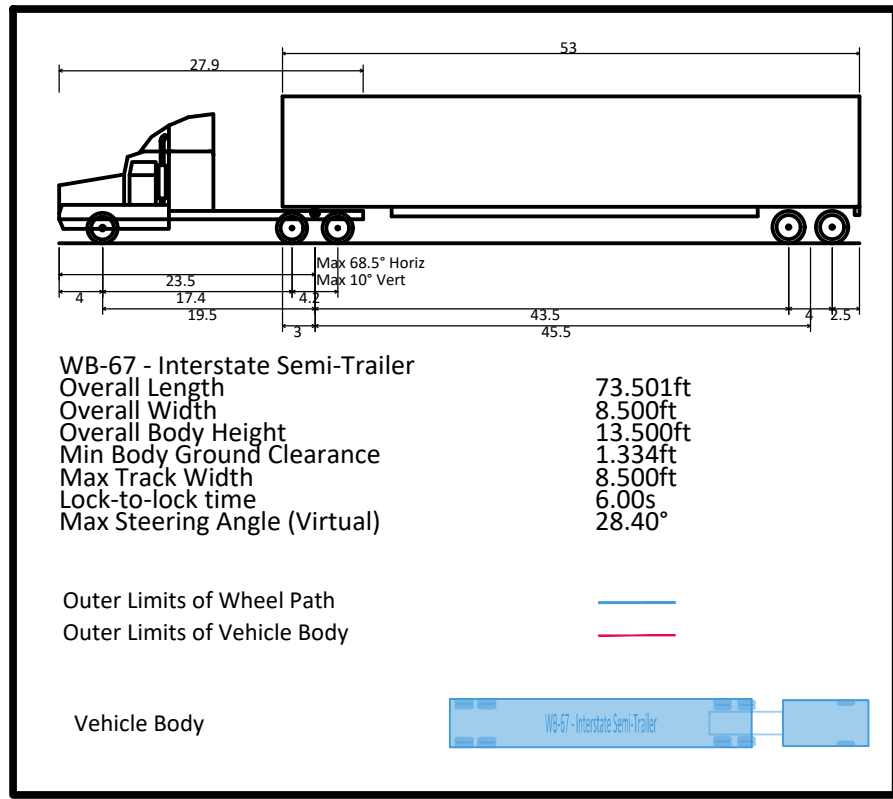
1. PROPOSED UTILITY AND CUSTOMER POLE LOCATIONS ARE SUBJECT TO UTILITY APPROVAL AND MAY CHANGE. CONTRACTOR SHALL VERIFY FINAL POLE LOCATIONS WITH THE OWNER PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.

LAYOUT AND MATERIALS
PLAN LEGEND

- DENOTES EXISTING GRADE
- DENOTES TEMPORARY GRAVEL ACCESS ROAD
- DENOTES IMPERVIOUS GRAVEL ACCESS ROAD
- DENOTES FIXED KNOT FARM FENCE
- DENOTES MEDIUM VOLTAGE TRENCH (SEE ELECTRICAL PLANS FOR DETAILS)

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WETLAND
B

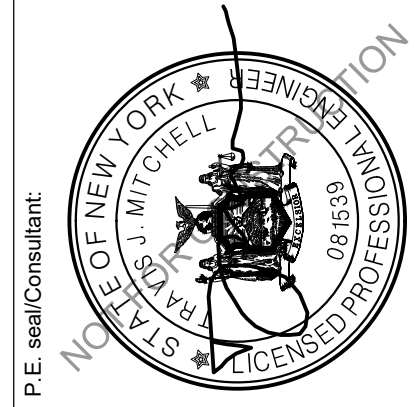


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JERRY SMITH, LLC

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TURNING MOVEMENT
PLAN

Project:

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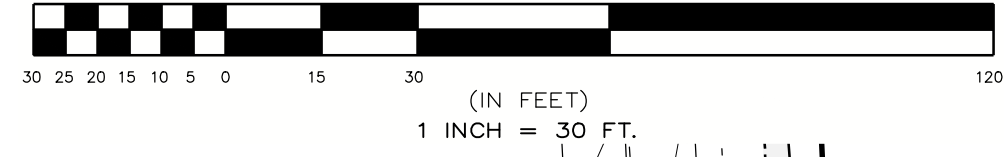
Drawing Title:

Dwg No: C-301 Size: D Sheet Rev: B

EROSION AND SEDIMENT CONTROL NOTES:

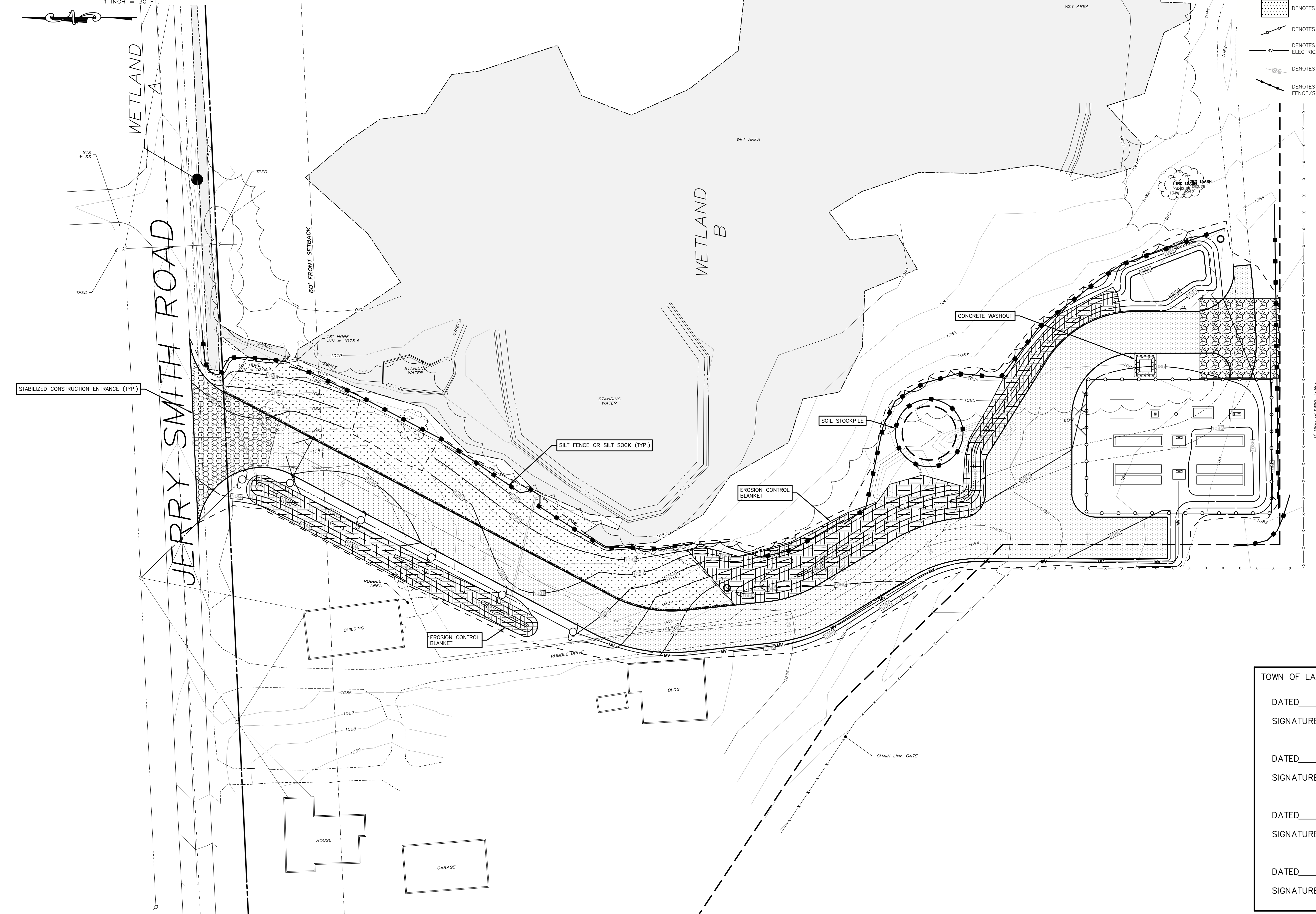
1. ALL AREAS TO BE REVEGETATED SHALL HAVE A MINIMUM OF FOUR INCHES OF TOPSOIL.
2. AREAS USED FOR TEMPORARY LAYDOWN DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS INCLUDING, BUT NOT LIMITED TO, DECOMPACTION, REGRADING, LOAMING, AND SEEDING. IN NO CASE SHALL PARKING AREAS, LAYDOWN AREAS, CONSTRUCTION TRAILERS, AND PORTABLE TOILETS BE LOCATED WITHIN A WETLAND RESOURCE AREA AND/OR ANY BUFFER ZONES.
3. WETLANDS NEAR THE SOLAR ARRAY SHALL BE PROTECTED WITH FILTREXX SILT/SOX OR SILT FENCE. EROSION AND SEDIMENT CONTROL FEATURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF SOIL DISTURBING ACTIVITIES.
4. AREAS DESIGNATED FOR CUTTING SHALL BE CUT, ONLY. NO GRUBBING OR STRIPPING OF TOPSOIL IS NECESSARY, EXCEPT FOR THOSE AREAS SHOWN ON THE SITE PLANS.
5. PERMANENT STABILIZATION SHALL BE ESTABLISHED AS SOON AS FEASIBLE GIVEN THE GROWING SEASON.

GRAPHIC SCALE



EROSION AND SEDIMENT CONTROL PLAN LEGEND

- DENOTES EXISTING GRADE
- DENOTES TEMPORARY GRAVEL ACCESS ROAD
- DENOTES STABILIZED CONSTRUCTION ENTRANCE
- DENOTES EROSION CONTROL BLANKET
- DENOTES IMPERVIOUS GRAVEL ACCESS ROAD
- DENOTES FIXED KNOT FARM FENCE
- DENOTES MEDIUM VOLTAGE TRENCH (SEE ELECTRICAL PLANS FOR DETAILS)
- DENOTES PROPOSED CONTOUR
- DENOTES PROPOSED SILT FENCE/SOCK

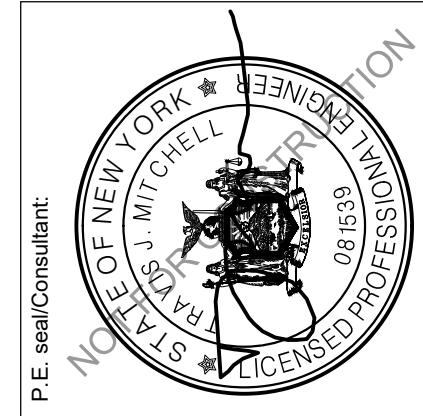


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JERRY SMITH ROAD,
LANSING, NY

Project:

EROSION AND SEDIMENT
CONTROL PLAN

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Drawing Title:

Dwg No: C-400 Size: D Sheet Rev: B

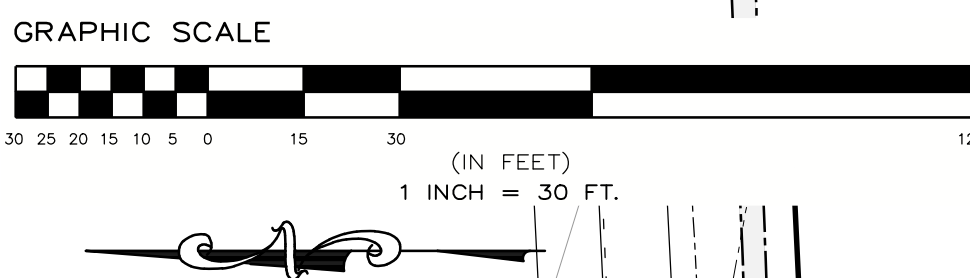
TOWN OF LANSING PLANNING BOARD, NEW YORK

DATED _____
SIGNATURE _____
CHAIRMAN

DATED _____
SIGNATURE _____
CODE ENFORCEMENT OFFICER

DATED _____
SIGNATURE _____
HIGHWAY SUPERINTENDENT

DATED _____
SIGNATURE _____
TOWN ENGINEER



DRAINAGE AND GRADING
PLAN LEGEND

- DENOTES EXISTING GRADE
- DENOTES RIP-RAP FILL
- DENOTES TEMPORARY GRAVEL ACCESS ROAD
- DENOTES IMPERVIOUS GRAVEL ACCESS ROAD
- DENOTES VEGETATED FILTER STRIP
- DENOTES FIXED KNOT FARM FENCE
- DENOTES MEDIUM VOLTAGE TRENCH (SEE ELECTRICAL PLANS FOR DETAILS)
- DENOTES PROPOSED CONTOUR

PROPOSED GRAVEL ROAD TO BE BLENDED SMOOTHLY TO TIE INTO EXISTING GRADE OF ROADWAY

FES W/ RIP-RAP
12" INV=1080.00

FES W/ RIP-RAP
12" INV=1081.25

FES W/ RIP-RAP
12" INV=1080.80

FES W/ RIP-RAP
12" INV=1080.40

EMERGENCY RIP-RAP OVERFLOW

CRANE PAD TO BE TEMPORARILY GRADED TO A MAXIMUM 2% DURING CONSTRUCTION AND REVISED TO FINAL GRADES FOLLOWING CRANE UTILIZATION

CONCRETE EQUIPMENT PADS WITHIN FENCE AREA TO HAVE 4" REVEAL THEN 5' SURROUNDING PADS TO BE GRADED AT A MAXIMUM OF 2% SLOPE AWAY FROM FOUNDATIONS

TOWN OF LANSING PLANNING BOARD, NEW YORK

DATED _____
SIGNATURE _____
CHAIRMAN

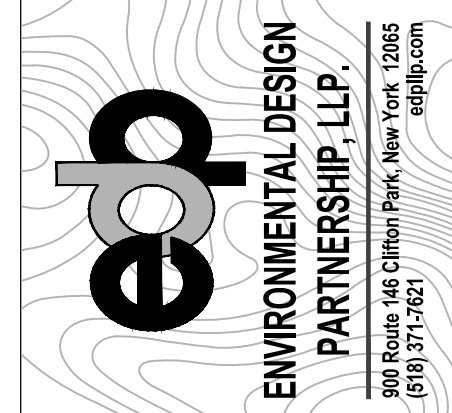
DATED _____
SIGNATURE _____
CODE ENFORCEMENT OFFICER

DATED _____
SIGNATURE _____
HIGHWAY SUPERINTENDENT

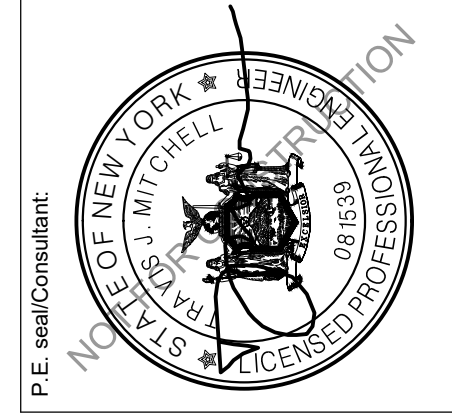
DATED _____
SIGNATURE _____
TOWN ENGINEER



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A	INTERNAL REVIEW	5/27/06
B	TOWN COMMENTS	7/10/06



JERRY SMITH, LLC

JERRY SMITH ROAD,
LANSING, NY

Grading and
Drainage Plan

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Dwg No: C-500 Size: D Sheet Rev: B

DRAINAGE AND GRADING
PLAN LEGEND

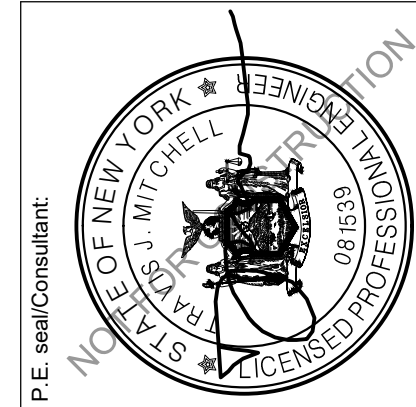
- DENOTES EXISTING GRADE
- DENOTES RIP RAP FILL
- DENOTES TEMPORARY GRAVEL ACCESS ROAD
- DENOTES IMPERVIOUS GRAVEL ACCESS ROAD
- DENOTES VEGETATED FILTER STRIP
- DENOTES FIXED KNOT FARM FENCE
- DENOTES MEDIUM VOLTAGE TRENCH (SEE ELECTRICAL PLANS FOR DETAILS)
- DENOTES PROPOSED CONTOUR

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ep
ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.
900 Route 146 Clifton Park, New York 12065
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edpllc.com

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A	INTERNAL REVIEW	5/27/26
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JERRY SMITH , LLC

JERRY SMITH ROAD,
LANSING, NY

ROAD PROFILE

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

Drawing Title:

Dwg No: C-501 Size: D Sheet Rev: B

8

7

6

5

4

3

2

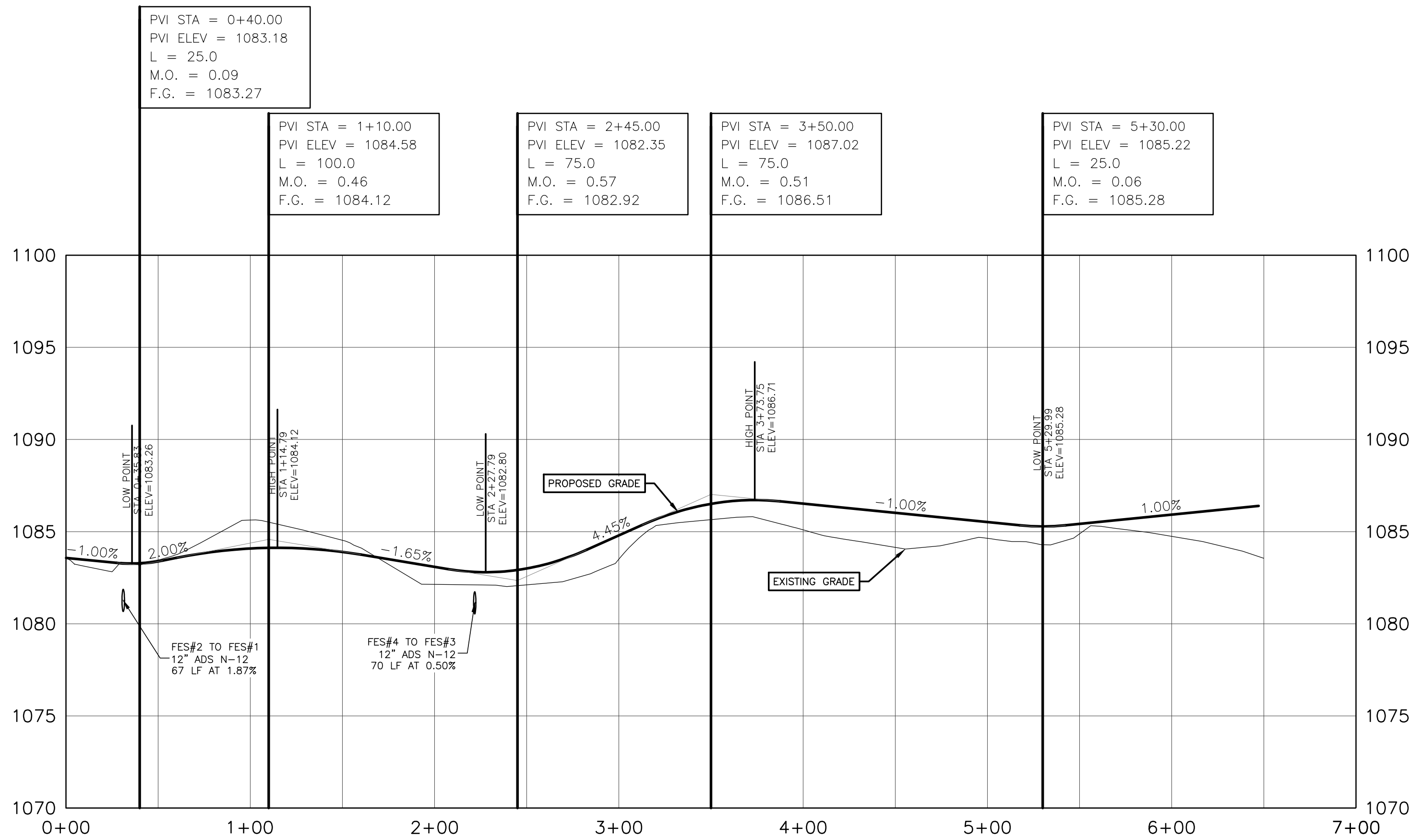
1



MAINTENANCE ACCESS ROAD PLAN VIEW

SCALE: 1" = 30'

(STA 0+00 TO 6+18.42)



SOLAR MAINTENANCE ACCESS ROAD PROFILE

SCALE: HORIZONTAL 1"=50'
VERTICAL 1"=5'

(STA 0+00 TO 7+00.00)

8

7

6

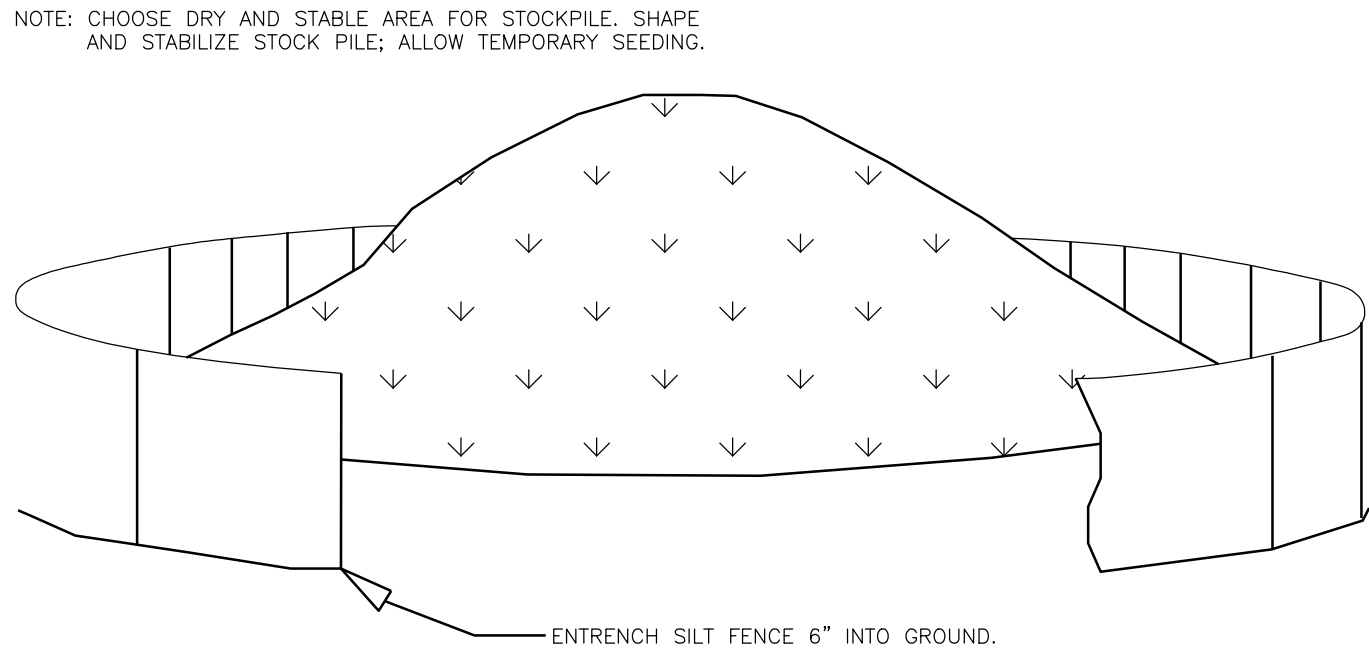
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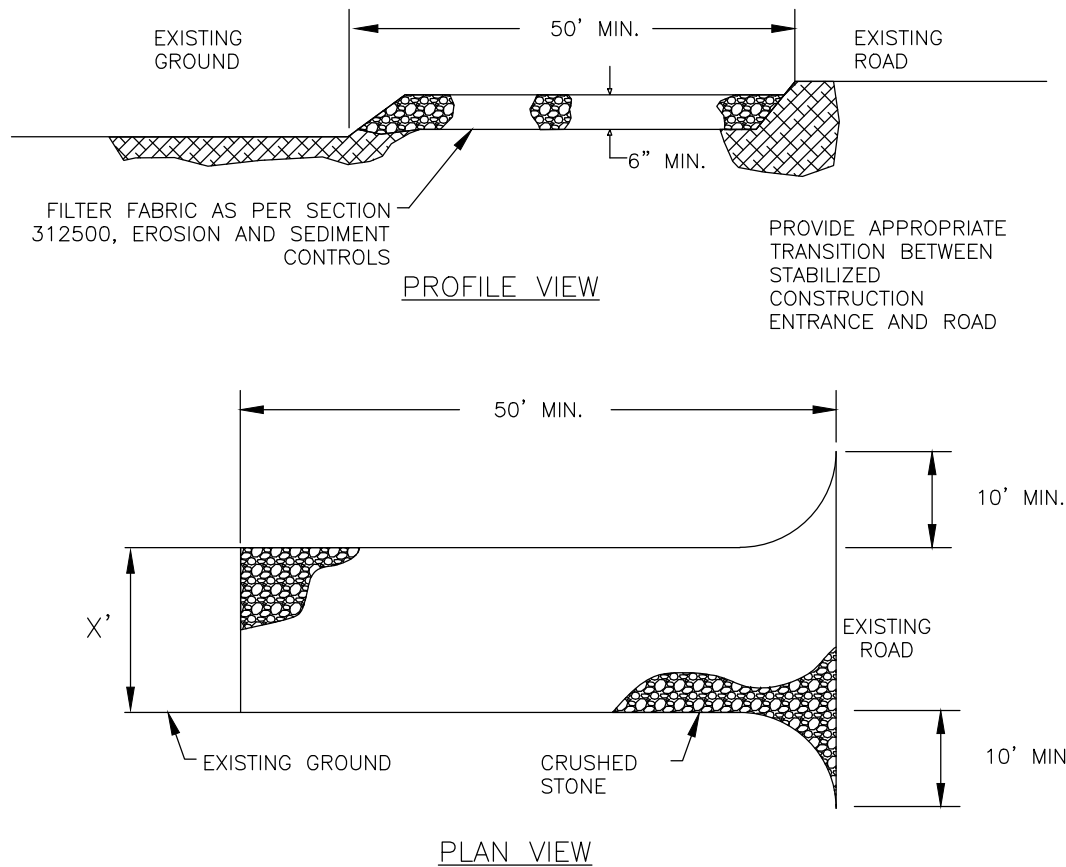
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2

1

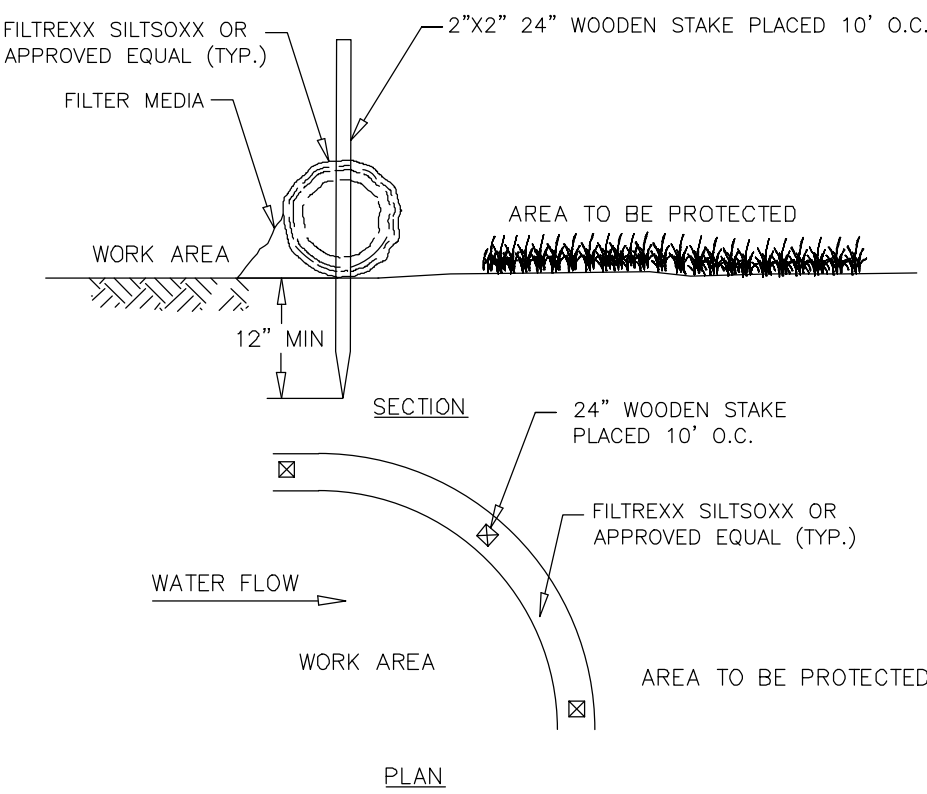


1 SOIL STOCKPILE AREA
C-600 NOT TO SCALE



- STONE FOR A STABILIZED CONSTRUCTION ENTRANCE SHALL BE 1 TO 2 INCH STONE, RECLAIMED STONE, OR RECYCLED CONCRETE EQUIVALENT.
- THE LENGTH OF THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 50 FEET.
- THE THICKNESS OF THE STONE FOR THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 6 INCHES.
- THE WIDTH OF THE ENTRANCE SHALL NOT BE LESS THAN THE FULL WIDTH OF THE PROPOSED ENTRANCE.
- GEOTEXTILE FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING THE STONE.
- ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARDS THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE SURFACE.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO EXISTING ROAD. THIS MANY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE, OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO EXISTING ROAD SHALL BE REMOVED IMMEDIATELY.

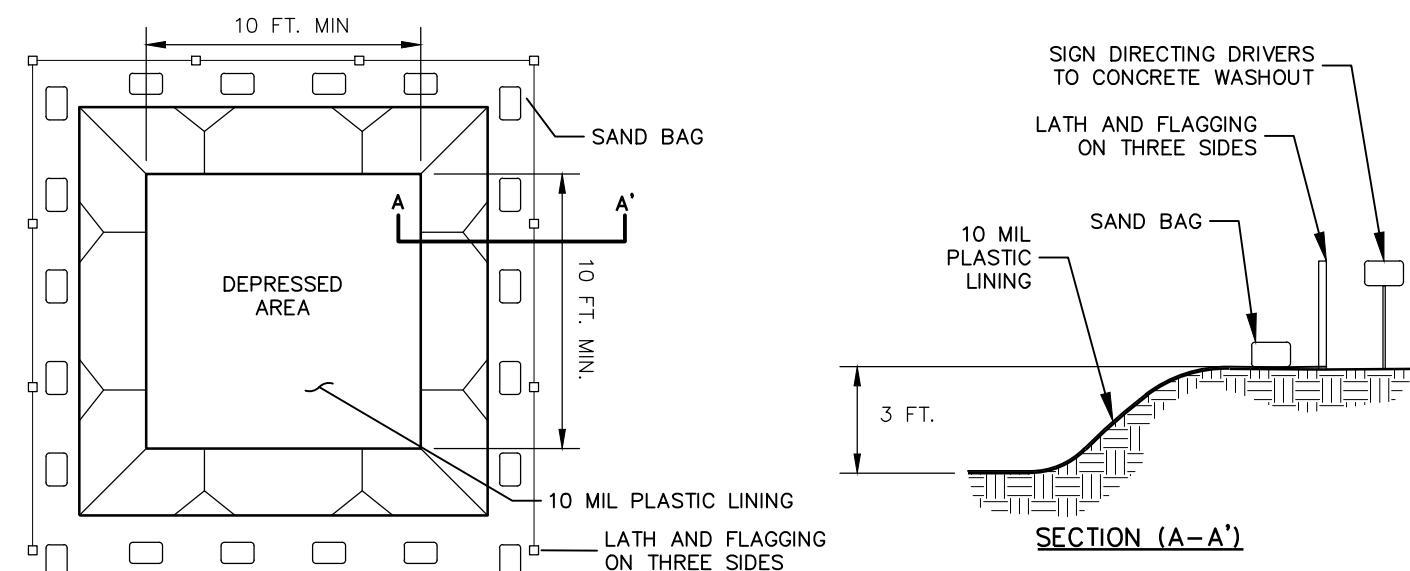
2 STABILIZED CONSTRUCTION ENTRANCE
C-600 NOT TO SCALE



- FILTER SOCK SHALL BE 12" DIAMETER MIN.
- SOCKS TO BE FILLED WITH BIODEGRADABLE COMPOST MATERIAL.

DIA	SLOPE %						
	2	5	10	20	25	33	50
12"	250*	225	125	65	50	40	25

3 12 IN. FILTER SOCK
C-600 NOT TO SCALE



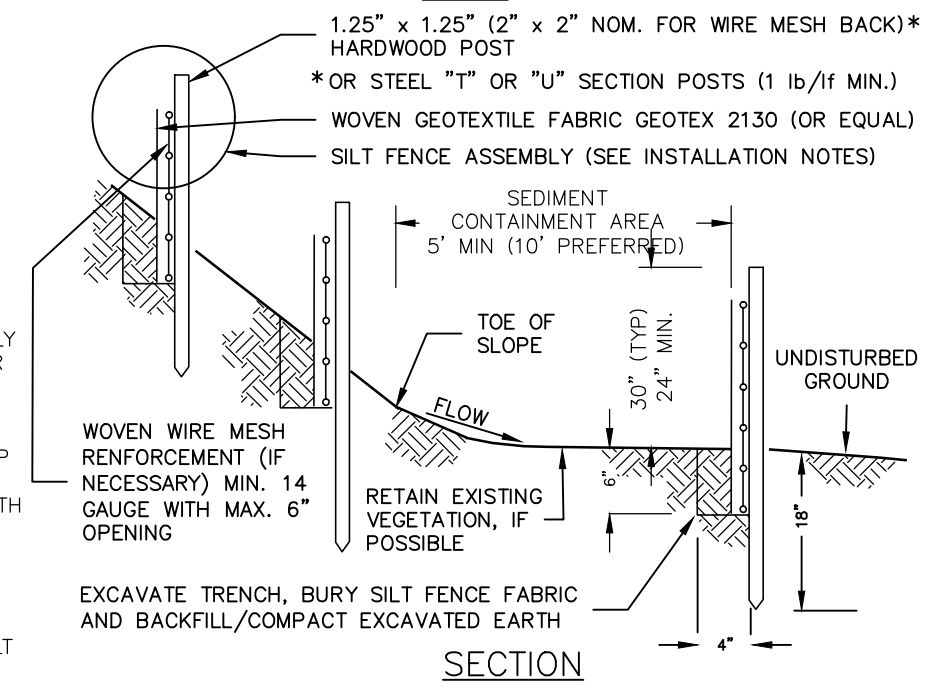
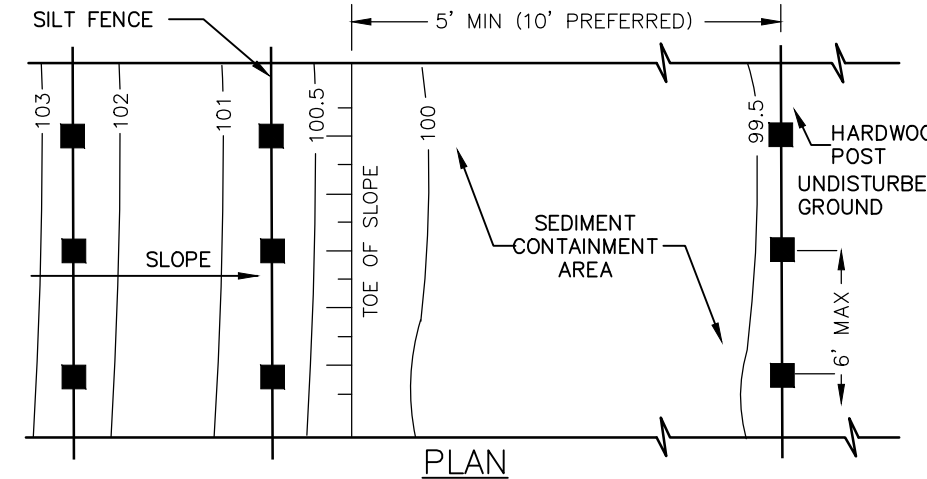
- CONCRETE WASHOUT FACILITY SHALL BE LOCATED A MINIMUM OF FIFTY FEET (50') FROM SENSITIVE AREAS.
 - THE BASIN DIMENSIONS DEPICTED ABOVE ARE REQUIRED MINIMUMS.
 - CONCRETE WASHOUT FACILITY SHALL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE ENERATED BY WASHOUT OPERATIONS. (APPROXIMATELY 60 GALLONS OF WASTE AND WATER PER TRUCK).
 - PLASTIC LINING MATERIAL SHALL BE A MINIMUM 10 MIN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.
 - WASHOUT FACILITY MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL.
- DO NOT DISCHARGE LIQUID OR SLURRY TO WATERWAYS, STORM DRAINS OR DIRECTLY ONTO GROUND.
 - DO NOT USE SANITARY SEWER WITHOUT LOCAL APPROVAL.
 - PLACE A SECURE NON COLLAPSING, NON-WATER COLLECTING COVER OVER THE FACILITY PRIOR TO PREDICTED WET WEATHER TO PREVENT ACCUMULATION AND OVERFLOW.
 - REMOVE AND DISPOSE OF HARDEN CONCRETE AND RETURN THE STRUCTURE TO A FUNCTIONAL STATE.
 - INSPECT THE WASHOUT FACILITY FOR SIGNS OF WEAKENING OR DAMAGE AND REPAIR AS NECESSARY(REFINE THE STRUCTURE WITH NEW POLY SHEETING AFTER EACH CLEANING).

4 CONCRETE WASHOUT FACILITY
C-600 NOT TO SCALE

- SILT FENCE SHALL BE PLACED A MINIMUM OF 5 FT. FROM TOE OF SLOPE, 10 FT. PREFERRED, TO PROVIDE ADEQUATE AREA FOR SEDIMENT STORAGE AND FACILITATE MAINTENANCE OF SEDIMENT CONTAINMENT AREA.
- POSTS MAY BE 1.25"x1.25" (MINIMUM) HARDWOOD, TYPICALLY, FOR WIRE MESH BACK USE 2"x2" NOM. HARDWOOD, OR STEEL "T" OR "U" POSTS (1lb. per ft). SILT FENCE SHALL BE WOVEN GEOTEXTILE FABRIC(GEOTEX 2130 OR EQUAL).
- SILT FENCE ASSEMBLIES MAY HAVE 4 FT. OR 6 FT. POST SPACING, AND MAY OR MAY NOT HAVE MESH REINFORCEMENT. SENSITIVE AREAS TO BE PROTECTED MAY NEED TO BE REINFORCED BY USING HEAVY WIRE FENCING FOR ADDED SUPPORT TO PREVENT COLLAPSE.
- THE BOTTOM EDGE OF SILT FENCE SHALL BE BURIED A MINIMUM OF 6" BELOW GROUND. THE FENCE SHALL BE INSTALLED WITH THE POSTS ON THE DOWNSTREAM SIDE OF THE FABRIC.
- MAXIMUM ALLOWABLE SLOPE LENGTHS CONTRIBUTING RUNOFF TO A SILT FENCE PLACED ON A SLOPE ARE:

SLOPE STEEPNESS	MAXIMUM SLOPE LENGTH / FENCE LENGTH (ft.)
<2%	>200,000
2-10%	125,000
10-20%	100,000
20-33%	60,000
33-50%	40,000
>50%	20,000

- MAXIMUM DRAINAGE AREA FOR OVERLAND FLOW TO A SILT FENCE SHALL NOT EXCEED ¼ ACRE PER 100 FEET OF FENCE, WITH MAXIMUM PONDING DEPTH OF 1.5 FEET BEHIND THE FENCE, AND EROSION WOULD OCCUR IN THE FORM OF SHEET EROSION, AND THERE IS NO CONCENTRATION OF WATER FLOWING TO THE BARRIER.
- MEASURES SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS, AFTER EACH RAINFALL OF .5" OR MORE WITHIN A 12 HOUR PERIOD, OR DAILY DURING PROLONGED RAINFALL. MEASURES SHALL BE CLEANED AND REPAIRED AS REQUIRED.
- SEDIMENT SHALL BE REMOVED WHEN ACCUMULATION REACHES ONE-THIRD OF THE MEASURE HEIGHT. SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIAL.



SILT FENCE INSTALLATION NOTES:

- GEOTEXTILE FABRIC AND WOVEN WIREMESH TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACES EVERY 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES, FOLDED AND STAPLED.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

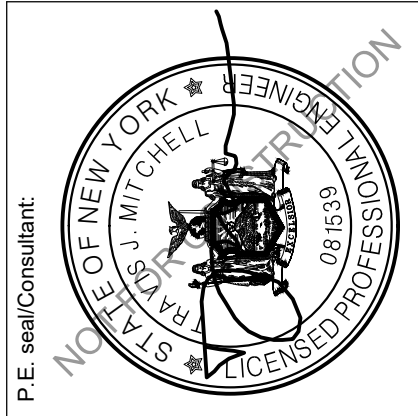
5 SILT FENCE
C-600 NOT TO SCALE



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JERRY SMITH, LLC

JERRY SMITH ROAD,
LANISING, NY

Project:

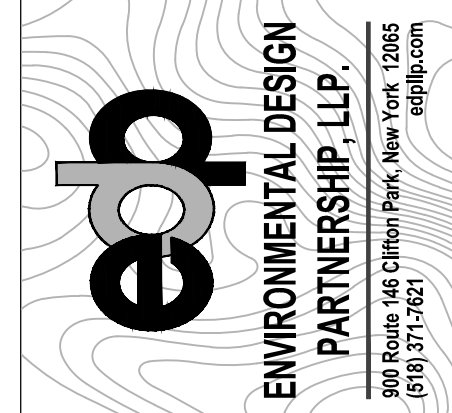
EROSION AND
SEDIMENT
CONTROL DETAILS

Drawn by: BMW Scale: AS SHOWN Approved by: TJM

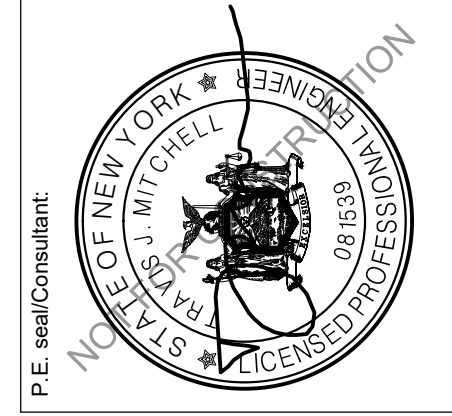
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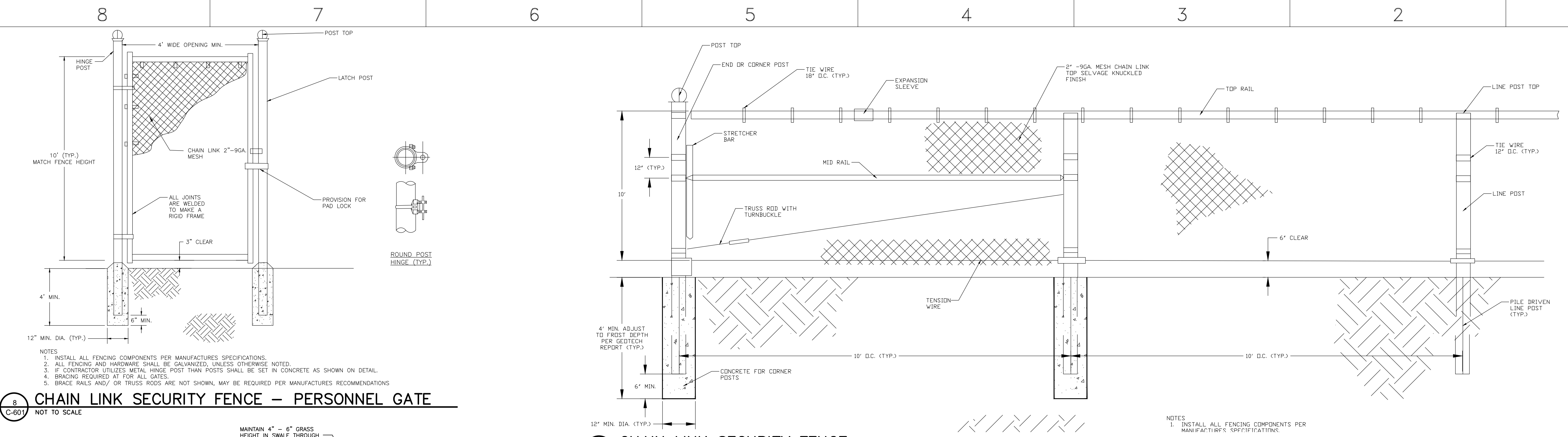
JERRY SMITH, LLC
JERRY SMITH ROAD,
LANSDALE, NY

SITE DETAILS

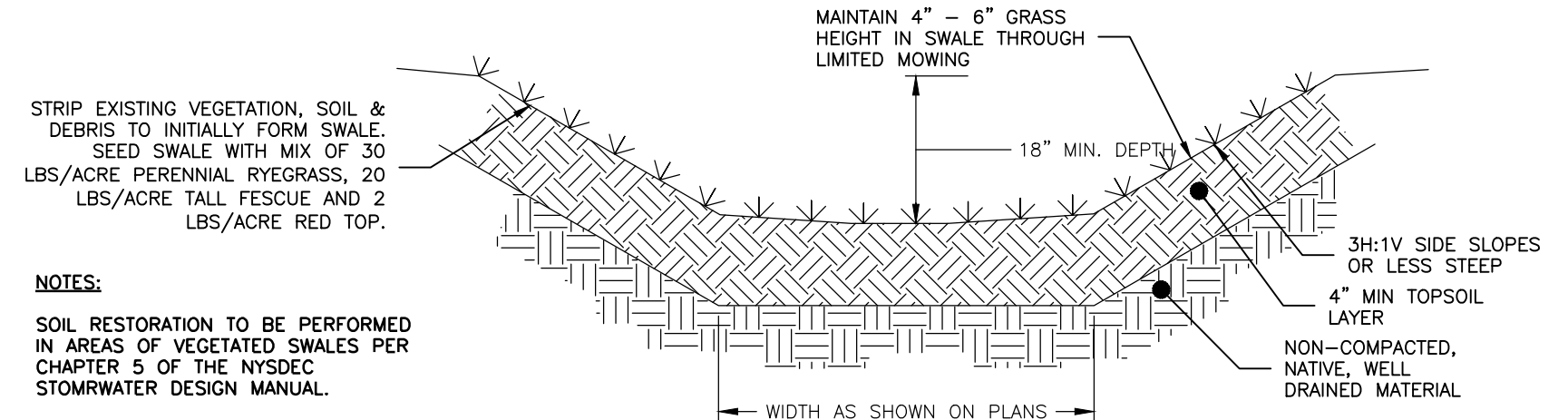
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Dwg No: Size: D Sheet Rev:

C-601 B

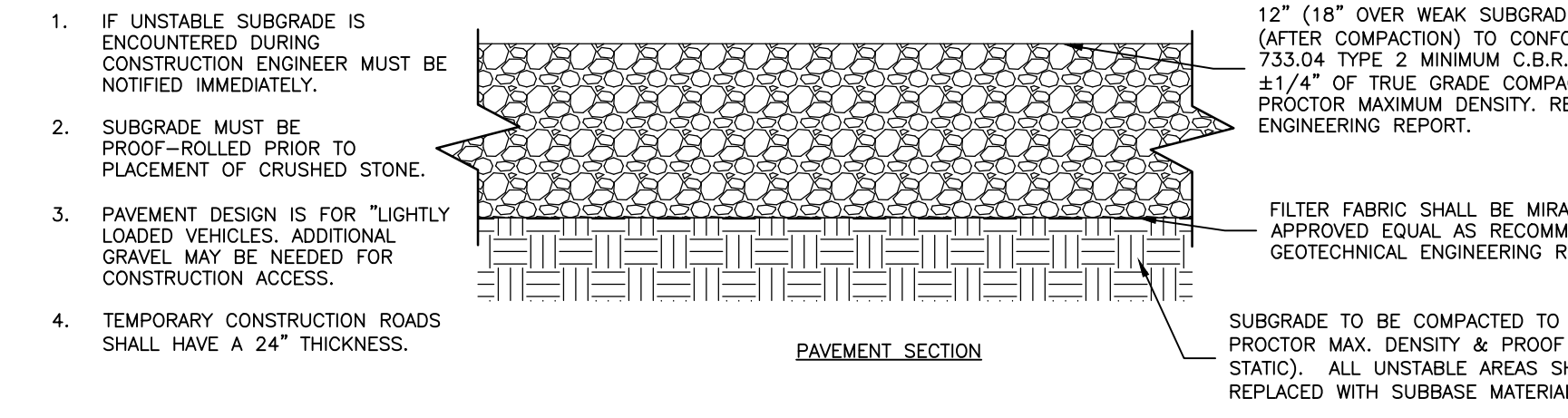
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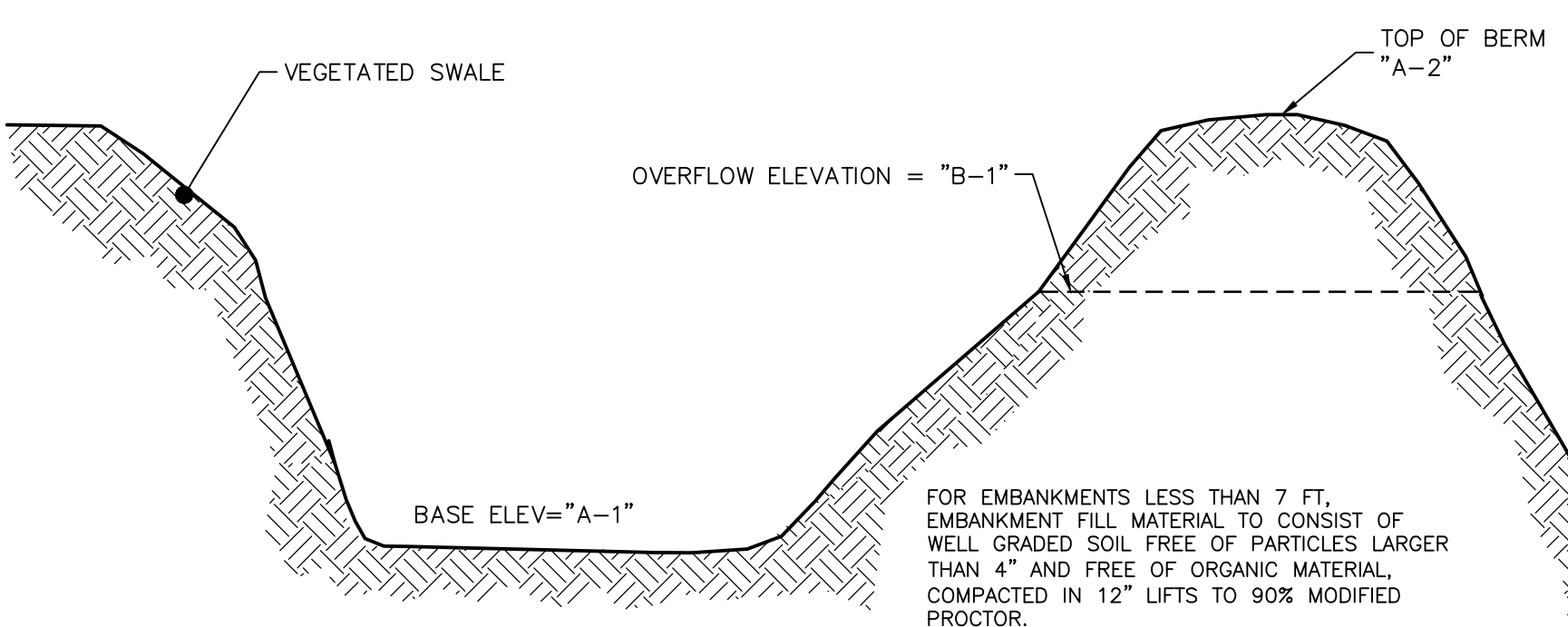
8 CHAIN LINK SECURITY FENCE - PERSONNEL GATE
NOT TO SCALE



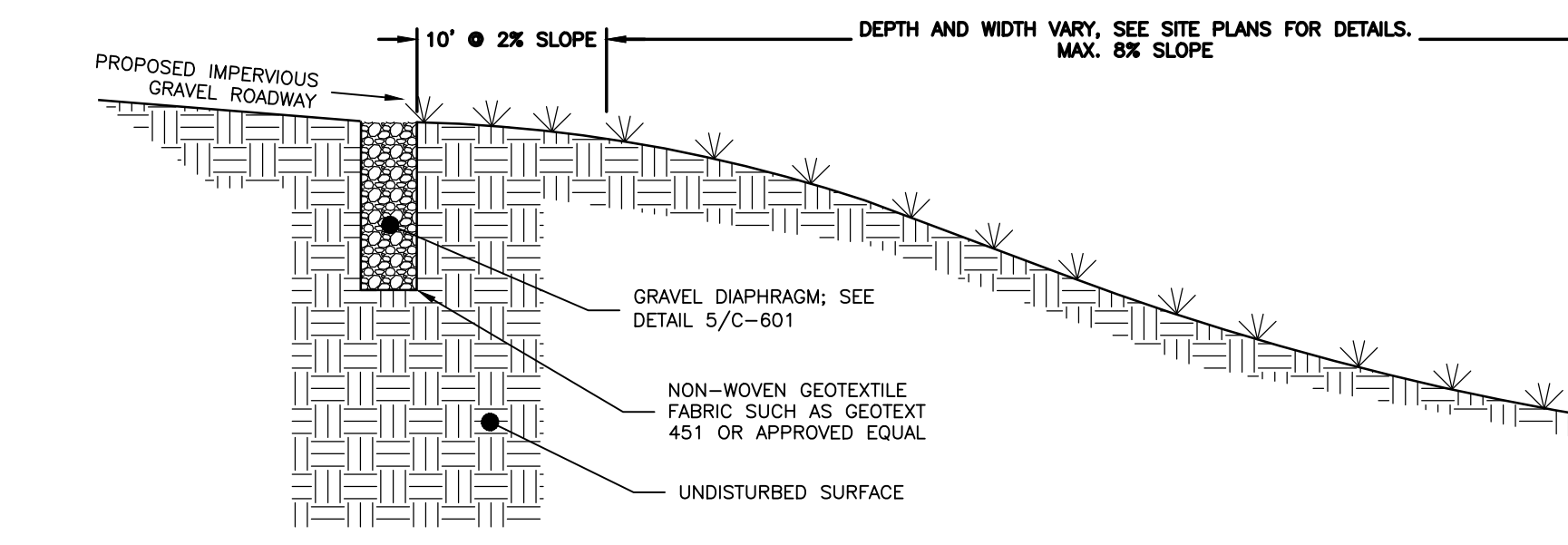
2 VEGETATED SWALE
NOT TO SCALE



3 GRAVEL ACCESS DRIVE SECTION
NOT TO SCALE

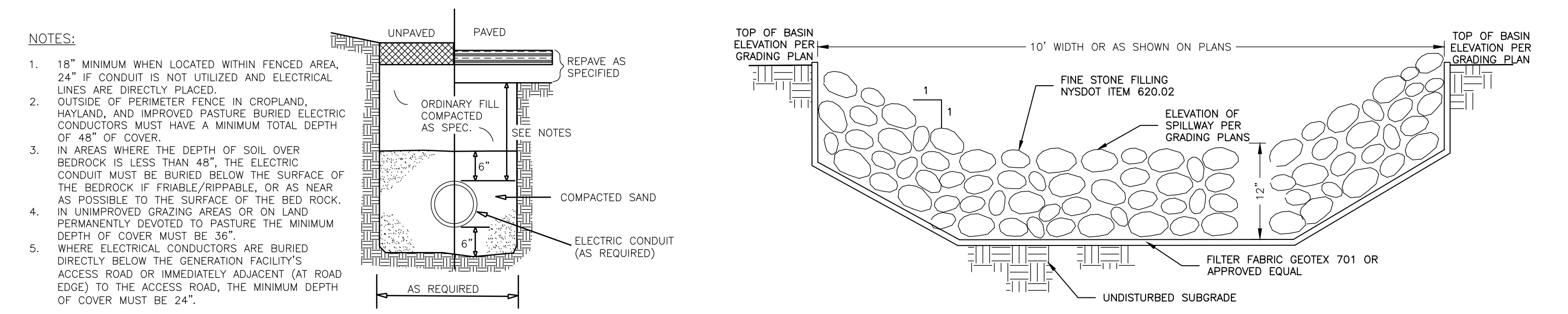


4 INFILTRATION BASIN
NOT TO SCALE

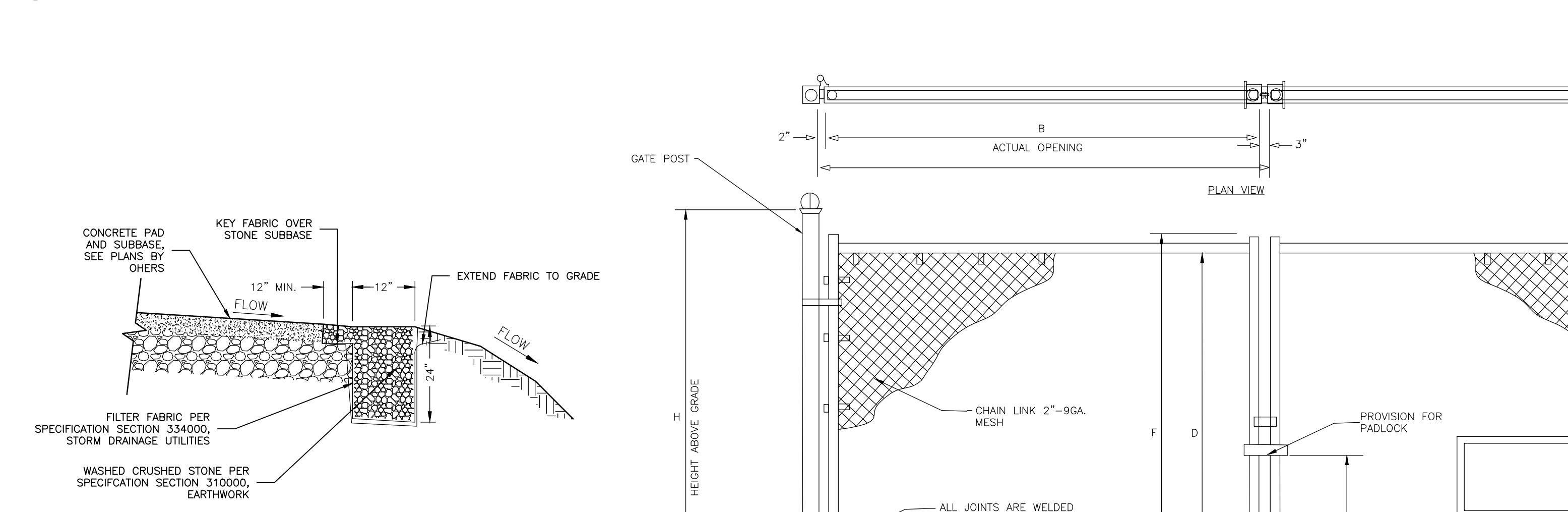


5 VEGETATED FILTER STRIP
NOT TO SCALE

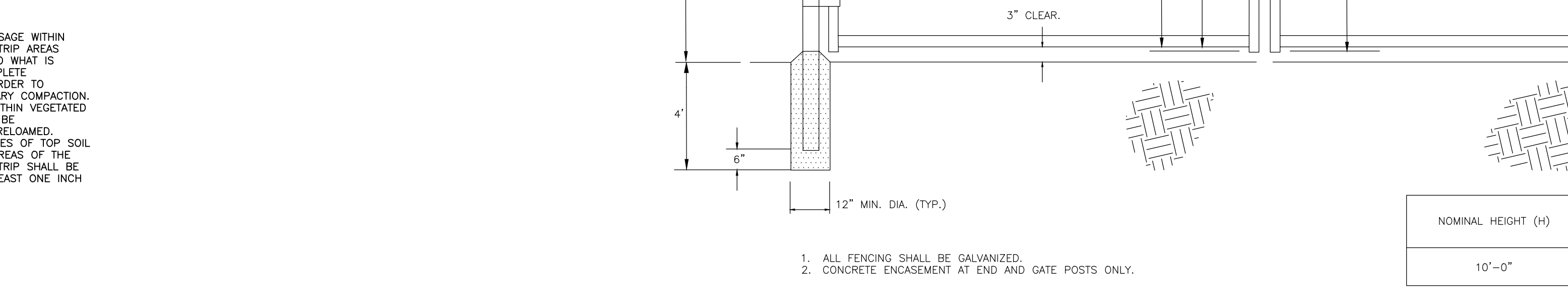
6 CHAIN LINK SECURITY FENCE
NOT TO SCALE



7 MV CABLE TRENCH
NOT TO SCALE

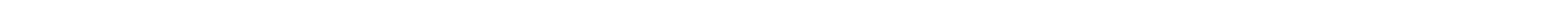


8 GRAVEL DIAPHRAGM
NOT TO SCALE

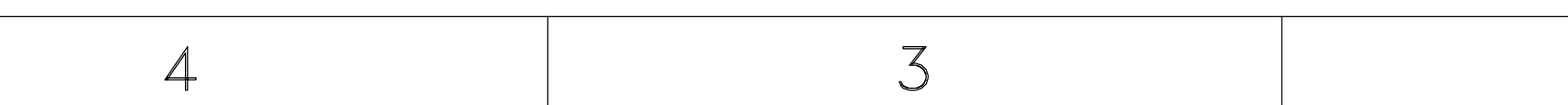


9 EMERGENCY OVERFLOW SPILLWAY
NOT TO SCALE

10 CHAIN LINK SECURITY FENCE DOUBLE GATE
NOT TO SCALE



10 CHAIN LINK SECURITY FENCE DOUBLE GATE
NOT TO SCALE



Full Environmental Assessment Form
Part 1 - Project and Setting

Section 3, Item a.

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 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Jerry Smith Storage		
Project Location (describe, and attach a general location map): 339 Jerry Smith Road, Lansing, NY		
Brief Description of Proposed Action (include purpose or need): The Applicant is proposing a standalone, front-of-the-meter battery energy storage system (BESS) interconnected to the NYSEG distribution system at 34.5 kV. the project will have an operating capacity of approximately 5,000kW/23,500.8 kWh (4-hour duration) using six Tesla Megapack 2XL units with integrated PCS inverters, step transformers, associated communications and protection equipment, access roadway, and perimeter fencing. The project will be located at 339 Jerry Smith Road, Lansing, NY in Tompkins County, Tax Id 16.-1-10.2.		
Name of Applicant/Sponsor: Jerry Smith, LLC	Telephone: 607-237-5254	
	E-Mail: MDeAngelo@nexamp.com	
Address: 101 Summer Street, 2nd floor		
City/PO: Boston	State: MA	Zip Code: 02110
Project Contact (if not same as sponsor; give name and title/role): Travis Mitchell, Environmental Design Partnership	Telephone: 518-347-7139	
	E-Mail: tmitchell@edpllp.com	
Address: 900 Route 146		
City/PO: Clifton Park	State: NY	Zip Code: 12065
Property Owner (if not same as sponsor): Wayne L and Doris K Straw	Telephone:	
	E-Mail:	
Address: 339 Jerry Smith Road		
City/PO: Lansing	State: NY	Zip Code: 14882

B. Government Approvals

Section 3, Item a.

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	TOWN OF LANSING TOWN BOARD	TBD
b. City, Town or Village Planning Board or Commission ☒ Yes ☐ No	TOWN OF LANSING PLANNING BOARD	APRIL 2026
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☒ Yes ☐ No	LANSING FIRE DEPARTMENT	JULY 2026
e. County agencies ☒ Yes ☐ No	TOMPKINS COUNTY HIGHWAY DEPARTMENT AND PLANNING	JUNE 2026
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC AND NYSHPO	APRIL 2026
h. Federal agencies ☐ Yes ☒ No	FAA, USFWS, AND USACE	APRIL 2026
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning**C.1. Planning and zoning actions.**

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

TOWN OF LANSING OPEN SPACE CONSERVATION PLAN AND LANSING AGRICULTURE AND FARMLAND PROTECTION PLAN

C.3. Zoning

Section 3, Item a.

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.
If Yes, what is the zoning classification(s) including any applicable overlay district?

☒ Yes ☐ No

AGRICULTURAL

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?

NYS POLICE, TOMPKINS COUNTY SHERIFF OFFICE

c. Which fire protection and emergency medical services serve the project site?

LANSING FIRE DEPARTMENT

d. What parks serve the project site?

_____**D. Project Details****D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? COMMERCIAL BATTERY ENERGY STORAGE SYSTEM

b. a. Total acreage of the site of the proposed action? _____ 56.87 acres

b. Total acreage to be physically disturbed? _____ 1.76 acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ 56.87 acres

c. Is the proposed action an expansion of an existing project or use?

☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision?

☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?

☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases?

☐ Yes ☒ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

Section 3, Item a.

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No If Yes,	
i. Total number of structures <u>9</u> ii. Dimensions (in feet) of largest proposed structure: <u>9.2 ft</u> height; <u>28.9 ft</u> width; and <u>5.5</u> length iii. Approximate extent of building space to be heated or cooled: <u>938</u> 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: <u>STORMWATER</u> ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☒ Other specify: <u>RAINFALL</u> iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: <u>0.025</u> million gallons; surface area: <u>0.1</u> acres v. Dimensions of the proposed dam or impounding structure: <u>20</u> height; <u>50</u> length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): <u>EARTH FILL</u>	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

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

Section 3, Item a.

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

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

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

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

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If Yes:

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

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

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

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

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

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

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

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

- Do existing sewer lines serve the project site?
- Will a line extension within an existing district be necessary to serve the project?

If Yes:

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

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?

☐ Yes ☐ No

If Yes:

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

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

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

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?

☒ Yes ☐ No

If Yes:

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

_____ Square feet or 0.64 acres (impervious surface)

_____ Square feet or 56.87 acres (parcel size)

ii. Describe types of new point sources. CONCENTRATED FLOWS FROM STORMWATER

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

ON-SITE STORMWATER MANAGEMENT SYSTEMS

- If to surface waters, identify receiving water bodies or wetlands: _____
NON-JURISDICTIONAL WETLANDS

- Will stormwater runoff flow to adjacent properties?

☒ Yes ☐ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?

☒ Yes ☐ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?

☐ Yes ☒ No

If Yes, identify:

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

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

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

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?

☐ Yes ☒ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)

☐ Yes ☐ No

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

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (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)? 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): _____	☐ Yes ☒ No Section 3, Item a.		
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____	☐ Yes ☒ No		
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? 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	☐ Yes ☒ No		
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No	☐ Yes ☒ No		
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 8-5 • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ 24/7 • Saturday: _____ 24/7 • Sunday: _____ 24/7 • Holidays: _____ 24/7 </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 8-5 • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ 24/7 • Saturday: _____ 24/7 • Sunday: _____ 24/7 • Holidays: _____ 24/7
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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 EQUIPMENT (EXCAVATOR, DUMP TRUCKS, FRONT LOADER, CRANE, ETC.) WILL BE UTILIZED TO BUILD THE PROPOSED PROJECT DURING THE WORKING HOURS OF THE WEEK. THE BESS WILL PRODUCE NOISE WHEN IT IS OPERATING. BESS CHARGING OPERATIONS MAY OCCUR DAILY 12AM-5AM IN THE SPRING, FALL AND WINTER, AND 12AM-7AM IN THE SUMMER. BESS DISCHARGING OPERATIONS MAY OCCUR DAILY 4PM-9PM IN THE FALL AND WINTER AND 4PM-10PM IN THE SPRING AND 2PM-9PM IN THE SUMMER. BESS OPERATIONS ARE LIMITED TO THESE TIMES BY THE LOCAL UTILITY.	Section 3, Item a. ☒ Yes ☐ No
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☒ Rural (non-farm)

☐ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

MIX OF FARMS, SUBDIVISIONS, AND VACANT LAND

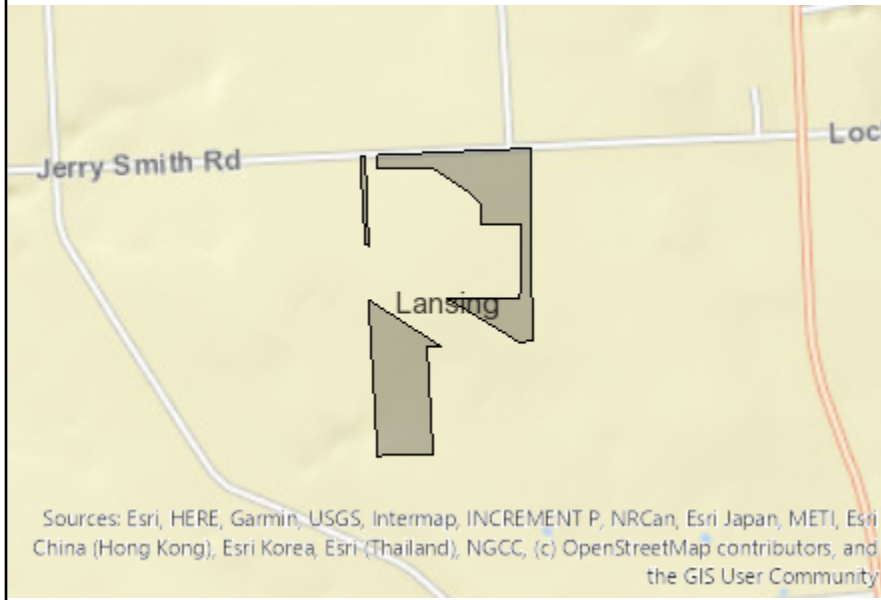
b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	±0.6	±1.2	+0.6
• Forested	±4.8	±4.5	-0.3
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	±21.6	±21.3	-0.3
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	±2.7	±2.7	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: SOLAR ARRAY	±27.2	±27.2	0.0

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
Section 3, Item a.	
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? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? 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: _____ _____	☐ Yes ☒ No
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? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
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? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☒ No
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? 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 – Spills Incidents database Provide DEC ID number(s): _____ ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ ☐ Neither database ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☒ No

v. Is the project site subject to an institutional control limiting property uses? - 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: _____ _____ _____	☐ Yes ☐ No Section 3, Item a.																																				
E.2. Natural Resources On or Near Project Site																																					
a. What is the average depth to bedrock on the project site? _____ >6.5 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: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SILT LOAM</td> <td style="width: 20%; text-align: right;">30 %</td> <td style="width: 20%;"></td> </tr> <tr> <td>GRAVELLY SILT LOAM</td> <td style="text-align: right;">70 %</td> <td></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> <td></td> </tr> </table>		SILT LOAM	30 %		GRAVELLY SILT LOAM	70 %		_____	_____ %																												
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d. What is the average depth to the water table on the project site? Average: _____ 3.5 feet																																					
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☐ Well Drained:</td> <td style="width: 30%; text-align: right;">_____ % of site</td> <td style="width: 40%;"></td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">70 % of site</td> <td></td> </tr> <tr> <td>☒ Poorly Drained</td> <td style="text-align: right;">30 % of site</td> <td></td> </tr> </table>		☐ Well Drained:	_____ % of site		☒ Moderately Well Drained:	70 % of site		☒ Poorly Drained	30 % of site																												
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 30%; text-align: right;">75 % of site</td> <td style="width: 30%;"></td> </tr> <tr> <td>☒ 10-15%:</td> <td style="text-align: right;">25 % of site</td> <td></td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> <td></td> </tr> </table>		☒ 0-10%:	75 % of site		☒ 10-15%:	25 % of site		☐ 15% or greater:	_____ % of site																												
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g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____ _____																																					
h. Surface water features. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="width: 20%; text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site?</td> <td style="text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td colspan="2">If Yes to either i or ii, continue. If No, skip to E.2.i.</td> </tr> <tr> <td>iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td colspan="2">iv. For each identified regulated wetland and waterbody on the project site, provide the following information:</td> </tr> <tr> <td colspan="2"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name Federal Waters</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table> </td> </tr> <tr> <td colspan="2"> 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: _____ _____ </td> </tr> <tr> <td colspan="2">i. Is the project site in a designated Floodway? ☐ Yes ☒ No</td> </tr> <tr> <td colspan="2">j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No</td> </tr> <tr> <td colspan="2">k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No</td> </tr> <tr> <td colspan="2"> l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> <td style="width: 20%;"></td> </tr> </table> </td> </tr> </table>		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:		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name Federal Waters</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name Federal Waters	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: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> <td style="width: 20%;"></td> </tr> </table>		i. Name of aquifer: _____	
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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: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> <td style="width: 20%;"></td> </tr> </table>		i. Name of aquifer: _____																																			
i. Name of aquifer: _____																																					

m. Identify the predominant wildlife species that occupy or use the project site: SONG BIRDS _____ DEER _____ SQUIRRELS _____ CHIPMUNKS _____ _____ _____			Section 3, Item a.
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): _____ _____ _____			
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____ _____			
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____ _____			
E.3. Designated Public Resources On or Near Project Site			
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☒ Yes ☐ No If Yes, provide county plus district name/number: <u>TOMP001</u>			
b. Are agricultural lands consisting of highly productive soils present? ☒ Yes ☐ No i. If Yes: acreage(s) on project site? <u>56.87</u> ii. Source(s) of soil rating(s): <u>USDA</u>			
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: _____			



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]	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.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.iv [Surface Water Features - Wetlands Name]	Federal Waters
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.	Section 3, Item a.
E.2.l. [Aquifers]	No	
E.2.n. [Natural Communities]	No	
E.2.o. [Endangered or Threatened Species]	No	
E.2.p. [Rare Plants or Animals]	No	
E.3.a. [Agricultural District]	Yes	
E.3.a. [Agricultural District]	TOMP001	
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	