Attachment 1: Engineer Comment Response Letter

September 5, 2024

Chairman Chris Brand and Board Members
Town of Marlborough Planning Board
21 Milton Turnpike
Milton, New York 12547

Re: Response to Comments
Highland Solar
206 Milton Turnpike, Town of Marlborough, New York
Langan Project No.: 190107801

Dear Chairman Brand and Board Members:

The following is an itemized response to the comments received in the letter dated August 2, 2024 from MHE Engineering for the above reference application. Comments are *italicized* and our responses are in **bold** text:

1. *These comments are based on a large-scale conceptual plan submitted with some supplemental information. The project proposes a 4.1 AC Megawatt solar facility on a 78.04-acre parcel of property. The footprint of the solar farm is approximately 20 acres. The project identifies that lithium-ion battery storage is proposed as a component of the project.*

   Response: The lithium-ion battery storage component has been removed from the project.

2. *Planning Board comments and preliminary comments from the Jurisdictional Fire Department regarding the placement of lithium-ion batteries on the site should be received.*

   Response: The lithium-ion battery storage component has been removed from the project.

3. *A long form EAF must be provided as project disturbs greater than 10 acres, greater than 2.5 acres in an agricultural district will be a Type I action due to exceeding those thresholds.*

   Response: A long form EAF has been completed for the project and is enclosed.

4. *A Stormwater Pollution Prevention Plan will be required for the project. It appears that the solar arrays are not proposed to be parallel to the underlying topography.*

   Response: A Stormwater Pollution Prevention Plan has been prepared for the project. The stormwater management measures have been designed in accordance with the NYSDEC solar panel guidance.

5. *The project must comply with Town of Marlborough and NYSDEC stormwater regulations for solar facilities. The solar array must follow the NYSDEC solar panel guidance and the Maryland Department of Environmental Stormwater Design Guidance for solar installations as required by the NYSDEC. Additional erosion and sediment control is required on slopes greater than 5-10% and greater than 10%.*

   Response: A Stormwater Pollution Prevention Plan has been prepared for the project, which complies with both the town and NYSDEC requirements. In addition, the stormwater management measures have been designed in accordance with the NYSDEC solar panel guidance. Erosion and sediment control measures have been provided on the site plans.

6. *Town Code requires decommissioning cost estimate an approval of this cost estimate.*

   Response: A decommissioning cost estimate will be prepared and provided to the Town for review and approval.

7. *A slope analysis for the site should be provided to assist in evaluating impacts of the project.*

   Response: A slope analysis has been prepared and provided in the site plans.

8. *Several threatened or endangered species are identified in the publicly available information submitted for the site. Impacts to threatened or endangered species must be addressed.*

   Response: Comment noted.

9. *The Planning Board may wish to discuss with the applicant visual simulation areas. Any sensitive receptors should be identified in a visual analysis prepared.*

   Response: Comment noted.

10. *The Planning Board may wish to discuss landscape screening of the site and request a landscaping plan from the applicant for future submissions.*

    Response: A landscape plan has been prepared and included as part of the site plans.

11. *A glare study should be provided if site can be viewed based on existing topography.*

    Response: A glare study have been prepared for the project and included as part of this submittal.

12. *The Code requires submission of an interconnection agreement between the project and the publicly owned utility.*

    Response: Comment noted.

13. *The project should address any offsite improvements required for interconnecting to the utility infrastructure.*

Response: No offsite improvements to the existing utility infrastructure are currently anticipated.

14. *Additional review will be undertaken once environmental documents and site plans in accordance with the Town of Marlborough Code are provided.*

Response: Comment noted.

This concludes our responses to the comment letters received to date.

Should you have any questions or require any additional information, please do not hesitate to contact this office.

Sincerely,

Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.

Christina M. Zolezi, PE
Senior Project Engineer

cc: M. Finan, V. Gurung

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Attachment 2: Site Plan and Special Permit Application

Docusign Envelope ID: 9EF85022-1885-4805-909A-495FF2E7F519

Town of Marlborough Planning Board Site Plan Application

Application #

Please refer to the Town of Marlborough Town Code Section 155-31 https://www.ecode360.com/8667578#8667578 to review all relevant local legislation with regards to Site Plan Review.

Please refer to Town of Marlborough Route 9W Corridor Building and Site Design Guidelines for New Commercial Construction and Rehabilitation of Existing Buildings.
[https://www.townofmarlboroughny.org/Search?searchPhrase=Route%209W%20Corridor%20Building%20and%20Site%20Design%20Guidelines]
Failure to accurately complete this application in its entirety may result in delays and additional review costs.

Date of Initial Submission and Latest Revision	
Name of Project	Highland 201 Solar LLC
Address of Project	206 Milton Turnpike, Town of Marlborough, NY
Tax Section, Block, and Lot Number	95.4-3-7.110, 7.210, and 7.220
Zoning District	RAG-1
Number of Acres	78.0
Square Footage of Each Building	N/A

Reason For Application:
Site plan and special use permit review

Description of Proposal 155-31 E (3) (a):
Highland Solar 201 LLC (Carson Power LLC) is proposing to construct a 4,100 kW (AC) solar photovoltaic array system on a portion of the site described above and illustrated on the attached map.

The proposed project will consist of ground-mounted solar photovoltaic panels accessed by a gravel road and enclosed by a chain linked fence. The site encompasses approximately 78 Acres within the town of Marlborough, Ulster County, New York.

The solar farm will operate as an energy generating facility as prescribed by the requirements of the New York Independent System Operation. The project will provide clean energy to the existing electric grid.

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CONTACT INFORMATION	
Name of Property Owner	Organic Valley LLC
Address of Property Owner	487 South Ave, Unit 1, Beacon, NY 12580
Telephone Number of Property Owner:	
Email of Property Owner	
Name of Applicant	Highland 201 Solar LLC (Carson Power LLC)
Address of Applicant	110 William St., 24th floor, New York, NY 10038
Telephone Number of Applicant	(703) 485-6666
Email Address of Applicant	vgurung@carson-power.com
Name of Surveyor	Lawson Surveying & Mapping
Address of Surveyor	2959 County Route 8, Oneonta, NY 13820
Telephone Number of Surveyor	(607) 432-3300
Email Address of Surveyor	
Name of Engineer	Langan
Address of Engineer	One North Broadway, Suite 910, White Plains, NY 10601
Telephone Number of Engineer	(914) 323-7418
Email Address of Engineer	czolezi@langan.com
Name of Attorney	
Address of Attorney	
Telephone Number of Attorney	
Email Address of Attorney	
Name & Profession of Other Involved Personnel	
Address of Other Involved Personnel	
Telephone Number of Other Involved Personnel	
Email of Other Involved Personnel	

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Town of Marlborough Planning Board
Checklist For Site Plan Application

The following items shall be submitted for a Planning Board Site Plan Application to be considered complete.
Site plans and Checklist shall be prepared by a licensed professional engineer, architect, land surveyor or landscape architect. Additional Town Codes apply to all site plans.
Please check each required item. Y for yes provided, N for not provided, or RW for Request Waiver. **Provide a written explanation for any requested waivers from the checklist.** After final approval is given by the Planning Board, the Building Department should be contacted for further guidance.

Y/N/RW	Required Items To Be Submitted
1 Y	Complete application with below information and 12 copies of plans. Site plans SHALL be prepared by licensed professional (155-31 E) and shall refer to specific data sources.
2 Y	Completed Site Plan Application form (Pages 1 and 2) 155-31 E (1).
3 Y	Site Plan Application Checklist Complete (Automatic application rejection without checklist) pages 3 to 6.
4 Y	Ethics code Town of Marlborough Disclosure of Interest (where applicable) Pages 8-10
5 Y	Application Fee Paid (Separate check from Escrow Fee) see page 11.
6 Y	Initial Escrow Fee Paid (Separate check from Application Fee) see page 11, also 155-31 J.
7 Y	Disclaimer Forms Provided See Page 12.
8 Y	Letter of Agent Statement Page 13.
9 Y	A location map, at a scale of 2,000 feet to the inch or larger, showing the applicant's entire property and all easements and streets and existing structures within 500 feet of the applicant's property as well as the Tax Map and section on of USGS (United States Geological Survey) mapping. 155-31 E (2).
10 Y	Project Narrative. Complete Brief document 155-31 E (3) (a) A description of proposed project (bottom of page 1 of Site Plan Application) (b) A description of whether the site design includes the possibility for interconnections with adjoining sites and, if no such interconnection is provided, a thorough narrative as to why an interconnection is not feasible. (c) An analysis of how the project complies with the requirements contained within this Chapter 15 5, Zoning, is included. (d) Any waivers or variances needed have been identified. 155-31 F Waivers shall be discussed in the briefing document to be submitted by the applicant.
11 Y	Title of the drawing, including the name and address of the owner of record, applicant, and licensed professional(s) responsible for the preparation of such drawing, including seal and signature. 155-31 E(4)(a).

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12 Y	Map of the site includes North arrow, scale, and date. 155-31 E (4) (b).
13 Y	Map of the site depicts boundaries of the property with surveyed dimensions. 155-31 E (4) (c).
14 Y	Names of all owners of record adjacent to the applicant's property are indicated. 155-31 E (4) (d).
15 Y	Existing school district (if applicable), zoning district, and overlay district boundaries (if applicable), within 500 feet of the site's perimeter is indicated. 155-31 E (4)(e).
16 Y	Map of the site depicts acreage of each distinct existing and proposed land use on the applicant's property, and the proposed density of each if residential uses are proposed. 155-31 E (4) (f).
17 Y	Grading and drainage plan showing existing and proposed contours with intervals of two feet extending 50 feet beyond the tract. If any portion of the parcel is within a one-hundred-year floodplain as determined by the Federal Emergency Management Agency (FEMA), the area will be shown and base flood elevations given. 155-31 E (4) (g).
18 Y	Map of the site depicts location and boundaries of all existing natural land features on the property, including rock outcrops, isolated trees 12 inches or more in diameter at breast height (dbh) and all trees over 24 inches in dbh (whether isolated or in a forested area), existing vegetative and forest cover, orchards, hedgerows and other ornamental landscaping, stone walls, soil types and boundaries, active farmlands, visually prominent agricultural landscape features, such as fields, pastures, and meadows on knolls and hilltops, woodlands along roadways, property lines, and streams, steep slopes in excess of 15%, and water sources. Water sources include ponds, lakes, wetlands and watercourses, primary aquifers and primary aquifer recharge areas, floodplains, and drainage retention/detention areas. The plan shall show locally significant trees which include rare or unusual species, trees associated with historic events or persons, or trees that significantly contribute to a unique scenic viewshed. 155 E (4) (h).
19 Y	Location of all existing buildings, structures, signs, and agricultural lands, on adjacent property within 100 feet of the subject lot lines is shown. 155-31 E (4) (i).
20 Y	Map of the site depicts location, proposed use, height, and setback measurements of all existing and proposed buildings, structures and signs on the applicant's property, including floor plans, and plans for exterior elevations, at a scale of 1/4 inch equals one foot, showing the structure's mass and architectural features, and indicating the type and color of materials to be used. A table indicating square footage of building areas to be used for a particular use, such as retail operation, office use, warehousing, or other commercial activity; maximum number of employees; maximum seating capacity, where applicable; and number of parking spaces existing and required for the intended use. 155-31 E (4) (j).
21 N/A	Traffic flow patterns within the site, entrances and exits, the location of potential interconnections between the project site and adjoining sites, truck/commercial vehicle loading and service areas, curb cuts on the site and within 100 feet of the site, and all streets which are either proposed, mapped or built are indicated. 155-31 E (4) (k). The Town requires right-of-way of 25 feet from the center line of Town roads along the property frontage. See also 155-31 G (8).
22 N/A	Any cross-access easements, walkways, and bicycle path opportunities associated with the project are indicated. 155-31 E (4) (l).

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23 N/A	The location, design (including size of spaces, and accessible parking information) and construction materials of all off-street parking areas (open and enclosed, if any), including the number of parking spaces required and to be provided is indicated. 155-31 E (4) (m) and 155-31 G (9) (c) Off-street parking spaces are a minimum of 162 square feet each. See 155-27 A (1) (a).
24 Y	The location, design and construction materials of all present and proposed walkways, bicycle paths and bicycle parking, benches, ramps, outdoor storage or display areas, retaining and/or landscaping walls and fences is indicated. 155-31 E (4) (n).
25 Y	A general and conceptual landscape plan showing proposed changes to existing natural land features. Trees to be saved shall be noted on site plans, and appropriate measures shall be outlined to protect the tree stock from damage during construction. 155-31 E (4) (o). Native species are encouraged. 155-31 G (17) (b).
26 N/A	Map of the site depicts the location, design and construction materials of all existing and proposed water supply system. 155-31 E (4) (p) [1].
27 N/A	Map of the site depicts the location, design and construction materials of all existing and proposed sewage disposal system. 155-31 E (4) (p) [2].
28 Y	Map of the site depicts the location, design and construction materials of all existing and proposed telephone, cable and energy systems, including electric, oil, gas, solar, or other energy systems. 155-31 E (4) (p) [3].
29 Y	Map of the site depicts the location, design and construction materials of all existing and proposed storm drainage system, including but not limited to existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, manholes, and drainage swales. 155-31 E (4) (p) [4] Identify a distance off site to show drainage structures or a natural discharge location.
30 N/A	The location of fire and emergency access ways and zones, including the location of fire hydrants or of the nearest alternative water supply for fire emergencies are indicated. 155-31 E 4 (q) Discussed lock box provision with fire department (see Milton or Marlboro Fire District) except on single family detached residential dwellings See also 155-31 G (13).
31 N/A	The location, type, and screening details for solid waste disposal facilities and containers is indicated. 155-31 E (4) (r).
32 N/A	The proposed location, height, orientation, type of illuminating device, bulb type and wattage, and photometric data of all outdoor lighting fixtures is indicated. 155-31 E (4) (s). See also 155-31 G (14)
33 N/A	The location, height, size, materials, design, and illumination of all present and proposed signs and other advertising or instructional devices are indicated. 155-31 E (4) (t) See also 155-28.
34 N/A	Estimates of noise generation at the source and property line are provided. 155-31 E (4) (u). See also 155-31 G (16).
35 N/A	Inventory and quantity of hazardous materials anticipated for on-site storage and/or use, if applicable, are provided. 155-31 E (4) (v).
36 N/A	Plans for the disposal of construction and demolition, waste, whether on-site or at a New York State approved solid waste management facility are indicated. 155-31 E (4) (w).
37 N/A	A park or open space is being provided see 155-31 E (4) (x).
38 Y	For projects involving more than one phase, a site plan showing each phase of the project is included. 155-31 E (4) (y)

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39	N/A	Proposed days and hours of operation are indicated. 155-31 E (4) (z).
40	Y	A copy of the deed to the property as most recently filed and/or a copy of the executed contract of sale is included 155-31 E (4) (aa) [1].
41	Y	A copy of each covenant, easement or deed restriction in effect or intended to cover all or part of the tract is included 155-31 E (4) (aa) [2].
42	Y	Enforceable map notes of stormwater drainage, utility rights-of-way, etc., are indicated 155-31 E (4) (aa) [3].
43	Y	Identification, and submittal when available, of all necessary permits from federal, state, county or local agencies, approvals required from said agencies for the project's execution, and proof of special permit and/or variance approvals, if applicable, are included 155-31 E (4) (aa) [4].
44	Y	Short-unlisted actions or full EAF Type one action, as required by the lead agency under the Environmental Conservation Law, is complete and included. See 155-31 E (4) (aa) [6] Environmental Assessment Form. Applicants must use NYSDEC* web based system EAF mapper Application. https://www.dec.ny.gov/permits/6191.html Make sure to unblock popups.
45	Y	Twelve (12) copies of all maps, plans, reports, and a PDF file of all documentation submitted. Plan sets must be submitted in collated packages. (155 E, 155-31 E (5)). (See section 75-6 B. (6) regarding plan stamp requirements of licensed professional).
46	Y	Agricultural Data Statement (If applicable). See also 155-52 Setbacks and buffers from active agricultural lands.

The plat for the proposed Site Plan has been prepared in accordance with this checklist. A waiver request must be submitted by design professional for any items which are not provided.

By: _____
Licensed Professional

_____
Stamp

8/30/24
_____
Date

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Town of Marlborough Planning Board
Legal Notices for Public Hearing

Procedure for Legal Notices:

1. The Town of Marlborough Planning Board will schedule Public Hearings during a regularly scheduled meeting after approval for the Public Hearing has been granted.

2. Applicants are required to obtain surrounding property owner names and addresses from the Ulster County Parcel viewer for 500 feet from the parcel. See https://ulstercountyny.gov/maps/parcel-viewer/.

3. Applicants are required to send a Public Notice Letter, obtained from the Town of Marlborough Planning Board Office, via Certified Mail to property owners no less than 10 days prior to Public Hearing.

4. The Town of Marlborough Planning Board Office will send notification to the Town's official newspaper.

5. All Certified Mail receipts, in addition to a copy of the Ulster County Parcel viewer's listing of names and addresses, must be submitted at the Public Hearing.

Any questions regarding procedures should be directed to The Town of Marlborough Planning Board Office.
Phone: 845-795-6167
Email: marlboroughplanning@marlboroughny.us

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Ethics Code

TOWN OF MARLBOROUGH NOTICE OF DISCLOSURE OF INTEREST

In accordance with the Town of Marlborough Code of Ethics, Article 13-3 (E) and Public Officers Law § 209, the following disclosure notice ("notice") must be completed and signed by any individual, including any officer or employee of the Town of Marlborough, who has an application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, special use permit, site plan, subdivision, exemption from a plat or official map, license or permit, pursuant to the provisions of the zoning and planning regulations of the Town of Marlborough before any Town of Marlborough Board, Agency or Department ("decision-making authority"), in which a Town officer or employee has an interest in the subject of the application. The purpose of the disclosure notice is to identify and disclose any potential or actual conflict of interest for the Town employee or officer, which may compromise his/her ability to make decisions solely in the public interest. Please refer to the Town of Marlborough Code of Ethics for further information.

Under the Town of Marlborough Code of Ethics an interest is defined as: a participation, connection or involvement of any sort whether direct or indirect, pecuniary or non-pecuniary, personal or professional, which may result in a benefit. For the purposes of the Town of Marlborough Code of Ethics, the "interests" of a Town officer or employee shall be deemed to include the "interest" of:

A. An immediate family member. Immediate family member is defined as: grandparents, parents, spouse, significant other, children, grandchildren, brother, sister, dependent, or any household member of a Town officer, Town Board member or employee.

B. Any person other than a bank, trust company or other lending institution with whom he/she has a substantial debtor-creditor or other financial relationship.

C. Any person by whom he/she is employed or of which he/she is an officer, director or member having a controlling interest in any business or enterprise in which the Town employee or officer holds stock or has any other profit-bearing or beneficial relationship.

D. An officer or employee shall also be deemed to have an interest in a matter if he/she or any person described in A through C above is a party to an agreement, expressed or implied, with any applicant before any Board of the Town, whereby he/she may receive any payment or other benefit whether or not for services rendered, dependent or contingent upon the favorable approval of any such application, petition or request by any Town body.

This notice must be completed and included with the application, petition or request to the appropriate Town of Marlborough Board, Agency or Department.

I, Emilie Flanagan, residing at 110 William St, New York, make the following statements about interests in the real property which is the subject of this

application, petition or request for a Site Plan and Special Use Permit Approval,

before the Planning Board of The Town of Marlborough.

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PART I: Except as otherwise set forth in Part II below:

A. Individuals with an interest in the property.

1. No individual, having an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person having an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

B. Corporations or other entities with an interest in the property.

1. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity, which has an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity which has an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

C. Stockholder or controlling interest

1. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

D. Party to an agreement with the applicant

1. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application; petition or request for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent, or contingent upon the favorable approval of such application, petition or request for the subject property is an immediate family member of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

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PART II: If any of the statements under A through D above is not true, please explain and set forth the name and the relationship to the applicant and subject property of any Town employee or officer involved:

_____

_____

_____

_____

_____

_____

_____

_____

PART III: This completed notice is to be submitted to the Board, Agency or Department that is authorized to review and render a decision on the application, petition or request. Further, the submittal must be made prior to any review of the application, petition or request. This notice shall be made part of that decision-making authority's official record, disclosing the exact nature of the conflict in detail. If there is an actual or potential conflict, the Town officer or employee shall abstain from voting or otherwise acting on the application, petition or request so as to avoid an actual conflict.

ANY QUESTIONS REGARDING THIS DISCLOSURE NOTICE OR THE CODE OF ETHICS ARE TO BE DIRECTED TO THE TOWN SUPERVISOR AT (845) 795-6167.

PLEASE TAKE NOTICE.....A KNOWINGLY FALSE STATEMENT IS PUNISHABLE UNDER N.Y. GEN. MUN. LAW ' 809 AS A MISDEMEANOR.

Signed: _____ Date: 9-3-2024

ACKNOWLEDGMENT

State of New York,
County of: New York

On 09/03/2024, before me personally appeared Emilie Flanagan, 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 this 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

KAYLEIGH FURTH
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01FU6445270
MY COMMISSION EXPIRES 12/12/2026

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PLANNING BOARD FEES

(ALL APPLICATIONS Subject To Escrow Fees)

Please make checks payable to: Town of Marlborough

Application Fees:

Residential Subdivision – Single Family or Town House	$750.00, plus $150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	$750.00, plus $100.00 per Unit
Commercial Subdivision	$600.00, plus $200.00 per Lot or Unit
Commercial Site Plan	$1,000.00, plus $10.00 per 1,000 Sf of Bldg.
Minor Site Plan (Short Term Rental, Home Occupation, Bed & Breakfast)	$350.00
All other Site Plans Reviews	$550.00
Simple 2 Lot Line Revision	$600.00
Recreation Fees (Residential Subdivision & Site Plans-Excludes parent parcel)	$2,000.00 per Lot or Unit
Recreation Fees Adult Multiple Dwelling Affordable Housing (50 and over)	$ 500.00 per Unit

Escrow Deposit: **(To be replenished to 75% of the original escrow when level drops to 25% remaining in account.)**

Residential Subdivision – Single Family or Town House	$1,500.00, plus $150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	$1,500.00, plus $100.00 per Unit
Commercial Subdivision	$1,000.00 per lot (up to 4 lots) $200.00 Per Lot Thereafter
Commercial Site Plan	$2,000.00 Minimum
Minor Site Plan (Short Term Rental, Home Occupation, Bed & Breakfast)	$750.00 Minimum
All other Site Plans Reviews	$1,500.00 Minimum
Simple 2 Lot Line Revision	$1,000.00 Minimum
Preliminary Conceptual Site Plan	$300.00

Engineer Inspection Fees (All Town Roads Installation Inspections)

Improvements as approved by Town Engineer	5% of the Estimated cost to construct

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Disclaimer

The applicant is advised that the Town of Marlborough Town Code, which contains the Town's Zoning Regulations, is subject to amendment. Submission of an application to the Planning Board does not grant the applicant any right to continued review under the code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new code requirements made while the application is pending.

An approval by the Planning Board does not constitute permission, nor grant any right to connect to or use municipal services such as sewer or water. It is the applicant's responsibility to apply for and obtain Town of Marlborough and other agency approvals not within this Board's authority to grant.

AFTER FINAL APPROVAL IS GIVEN BY THE PLANNING BOARD, THE BUILDING DEPT. MUST BE CONTACTED FOR FURTHER GUIDANCE.

The Town of Marlborough Town Board sets forth the schedule of fees for applications to the Planning Board. The signing of this application indicates your acknowledgment of responsibility for payment of these fees to the Planning Board for review of this application including, but not limited to, fees for professional services (Planners/Consultants, Engineers, Attorneys,) public hearings and site inspections. Applicant's submissions and re-submissions that are not complete will not be considered by the Planning Board or placed upon its agenda unless all outstanding fees have been paid.

The undersigned applies for subdivision, site plan, or lot line approval as described above under the rules and procedures of the Town of Marlborough, New York as duly authorized by the Town Board of Marlborough, New York.

The undersigned also acknowledges receipt of the "Disclaimer" above.

Applicant's Name (Print): Emilie Flanagan, Carson Power

Applicant's Signature: DocuSigned by: Emilie Flanagan 3BD422A2E7924A1...

Date: 9/4/2024

Application will not be accepted if not signed and filled out completely*

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Town of Marlborough Planning Board
Letter of Agent

I (We), Organic Valley, LLC am (are) the owner(s) of a parcel of land located on Milton Tpke in the Town of Marlborough, Tax Map Designation: Section 95.4 Block 3-7 Lot 210, 110, & 220.

I (We) hereby authorize Carson Power, LLC on behalf of Highland 201 Solar LLC to act as my (our) agent to represent my (our) interest in applying to the Town of Marlborough Planning Board for a ☐ Lot Subdivision ☑ Site Plan ☐ Minor Site Plan ☐ Lot Line Revision Application. (check one)

Signature: _____ Date: 7-9-2024

Signature: _____ Date: _____

State Of New York
County of Dutchess

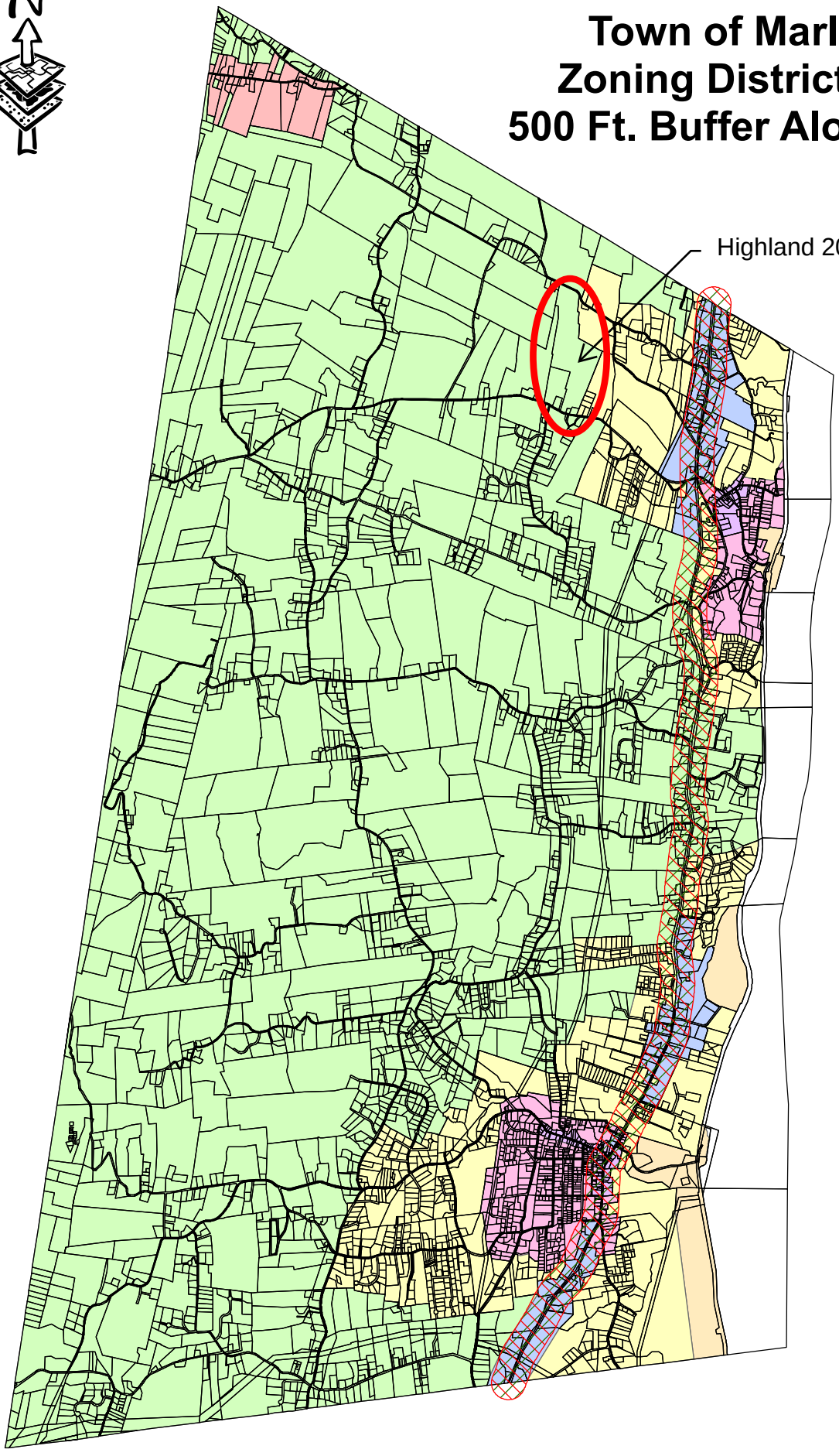
On the 9th day of July in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Titanic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, 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.

Matt Romano
Notary Public

MATT ROMANO
Notary Public - State of New York
NO. 01RO6432589
Qualified in Orange County
My Commission Expires May 2, 2026

Attachment 3: Town Zoning Map

Town of Marlborough Zoning District Map with 500 Ft. Buffer Along Route 9W



Attachment 4: Part 1 Full Environmental Assessment Form (EAF)

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Highland 201 Solar LLC		
Project Location (describe, and attach a general location map): 206 Milton Turnpike, Marlborough, New York		
Brief Description of Proposed Action (include purpose or need): Highland 201 Solar LLC (Carson Power LLC) is proposing to construct a 4,100 kW (AC) solar photovoltaic array system on a portion of the site described above and illustrated on the attached map. The proposed project will consist of ground-mounted solar photovoltaic panels accessed by a gravel road and enclosed by a chain linked fence. The site encompasses approximately 78 Acres within the town of Marlborough, Ulster County, New York. The solar farm will operate as an energy generating facility as prescribed by the requirements of the New York Independent System Operation. The project will provide clean energy to the existing electric grid.		
Name of Applicant/Sponsor: Highland 201 Solar LLC (Carson Power LLC)	Telephone: (703) 485-6666 E-Mail: (703) 485-6666	
Address: 110 William Street, 24th floor, New York, NY 10038		
City/PO: New York	State: New York	Zip Code: 10038
Project Contact (if not same as sponsor; give name and title/role): Vardaan Gurung (Development Operations Manager)	Telephone: (703) 485-6666 E-Mail: (703) 485-6666	
Address: 110 William Street, 24th floor, New York, NY 10038		
City/PO: New York	State: New York	Zip Code: 10038
Property Owner (if not same as sponsor): Organic Valley LLC	Telephone: E-Mail:	
Address: 487 South Ave, Unit 1		
City/PO: Beacon	State: NY	Zip Code: 12508

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes ☑No		
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Town of Marlborough - Site Plan Approval	
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Ulster County PILOT, Ulster County 239m GML Referral	
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC SPDES GP-0-20-001, NYSERDA, NYISO	
h. Federal agencies ☐Yes ☑No		

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):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Rural Agricultural 1 (RAG-1)

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? Marlboro School District

b. What police or other public protection forces serve the project site?
Marlborough Police department

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

d. What parks serve the project site?
None

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)?
ground mounted large-scale solar energy system

b. a. Total acreage of the site of the proposed action? 78 acres
b. Total acreage to be physically disturbed? 28.4 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 78 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: 18 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures _____

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

iii. Approximate extent of building space to be heated or cooled: _____ square feet

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

If Yes,

i. Purpose of the impoundment: _____

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

_____

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

_____

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

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

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

_____

D.2. Project Operations

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

If Yes:

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

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

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

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

_____

_____

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

If yes, describe. _____

_____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

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

_____

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

_____

_____

_____

_____

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

If Yes, describe: _____

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

If Yes:

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

_____

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

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

_____

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

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

If, Yes:

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

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

_____

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

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

If Yes:

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

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

_____

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 0.6 acres (impervious surface)

_____ Square feet or ___ acres (parcel size)

ii. Describe types of new point sources. 2 Concrete equipment pads are proposed totaling 3,200 SF. Access to the site will be through 29,865 SF of Gravel road.

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)?

Runoff from the gravel road will be directed into dry swales with underdrains and directed down grade to the North Eastern corner of the property. The runoff from the concrete pads will be directed to a grass filter strip which flow down grade to a dry detention basin at the North Eastern corner of the site.

- If to surface waters, identify receiving water bodies or wetlands: Runoff from the Southern portion of the property will flow downgrade through wetland 4, and continue to USACE wetland 3 which is connected to a 30,000 SF pond. The dry detention basin will discharge via a controlled outlet to match pre and post development rates.
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

_____

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

If Yes:

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

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

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

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

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

_____

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

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

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

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

If Yes:

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

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

_____

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

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

i. During Construction:

- Monday - Friday: 7 am to 7 pm
- Saturday: 7 am to 7 pm
- Sunday: None
- Holidays: None

ii. During Operations:

- Monday - Friday: 24 Hrs
- Saturday: 24 Hrs
- Sunday: 24 Hrs
- Holidays: 24 Hrs

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:

heavy equipment, during the hours of construction.

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

Describe: 0.18 acres of tree removal will occur within the array area.

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:

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	2.3	2.99	+0.69
• Forested	2.78	2.6	-0.18
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	69.63	69.12	-0.51
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.69	0.69	0
• Wetlands (freshwater or tidal)	2.6	2.6	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____			

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

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

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

☐ Neither database

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

_____

_____

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

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

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

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6.0 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:

Vilusia Gravelly SiltLoam(VoB&VoC)	37.1 %
Bath Gravelly Silt Loam (BgC&BgD)	34.7 %
Mardin Gravelly Silt Loam (Mdb)	11.7 %

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

e. Drainage status of project site soils:

☑ Well Drained:	0.2 % of site
☑ Moderately Well Drained:	47.7 % of site
☑ Poorly Drained	52.2 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	45+ % of site
☑ 10-15%:	27+ % of site
☑ 15% or greater:	24+ % of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name 862-392 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, 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:

i. Name of aquifer: _____

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

deer	groundhog	racoons
birds	rabits	skunks
squirrels	chipmunks	

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: ULST001

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

i. If Yes: acreage(s) on project site? 61 acres

ii. Source(s) of soil rating(s): farmland of statewide importance

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

If Yes:

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

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

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

If Yes:

i. CEA name:

ii. Basis for designation:

iii. Designating agency and date:

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

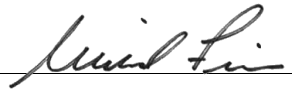
Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name Michael Finan, PE, LEED-AP Date 09/04/2024

Signature  Title Principal/VP

PRINT FORM

EAF Mapper Summary Report

Thursday, August 22, 2024 7:26 AM

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

B.i.i [Coastal or Waterfront Area]	Yes
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
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	862-392
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No

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]	ULST001
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

Attachment 5: Agricultural Data Statement

Planning Department
TOWN OF MARLBOROUGH
21 Milton Turnpike
Milton, NY 12547

AGRICULTURAL DATA STATEMENT

Project Identification No. _____

In accordance with Section 283-a of the New York State Town Law, the Town of Marlborough will use the data in this statement to assist in evaluating the impacts of proposed development projects on farm operations in or near Agricultural Use Districts.

A. Name of Applicant / Mailing Address: Carson Power LLC
110 William St., 24th floor
New York, NY 10038

B. Description of the proposed project: The project is a ~4.1 MW AC solar photovoltaic array system on a portion of the property. The project will consist of ground-mounted solar photovoltaic panels. The solar farm will operate as an energy generating facility prescribed by the requirements of the New York Independent System Operation. The project will provide clean energy to the existing electric grid.

C. Project Location: 206 Milton Turnpike, Town of Marlborough, NY
Tax Map Designation: Section 95.4 Block 3 Lot 7.110, 7.210 & 7.220

D. Number of total acres involved with project: 29 acres

E. Number of total acres included in above tax map lot: 78 acres

F. Is any portion of the subject site currently being used to produce an agricultural product?
Yes X No _____ (check one)

If yes, how much? **~53** acres

G. Identify the type of agricultural production being conducted on the premises.
Hay currently; Hemp in 2019 and 2020, Vegetable prior to 2019

H. If no farming is conducted on the site at this time, estimate the last year any of the site was used for agricultural production.

I. Identify the person or entity who is farming the subject site.
Hepworth Farms

J. Does this person or entity ( ) own, or (X) rent the land? (check one)

K. Indicate what the intentions are for use of the remainder of the tax map lot that is not proposed to be developed.
Hepworth farms (or some other entity) will continue to utilize available agricultural land outside the project area for hay (northwestern field). Bortech Company Inc (Robert Titanic) will continue to utilize the outbuildings on site.

L. Who will maintain the remainder of the property not being used for this development?
property owner

M. Other Project Information: Include information about the existing land cover of the site, the slopes, if any, any known impacts on existing storm water drainage (including field tiles) or other significant plant materials.
The existing land cover is a mix of agricultural fields, commercial buildings, and gravel access driveway and parking area. The slopes range from 1% to greater than 20%. There are not any known impacts on the existing stormwater drainage, which consists several culverts that convey runoff to swales through the property to a pond in the northeast corner of the property.

N. Make a copy of the overall (original) parcel and surrounding parcels within five-hundred (500) feet from the Town's tax maps. Identify the site of this application by placing an "X" on it. Include the tax map with this completed agricultural data statement.

O. Town Law requires that this Data Statement be mailed by the applicant to all owners of land that is farmed within five-hundred (500) feet of the boundaries of the subject parcel provided such lands are within an Ag Use District or within five-hundred (500) feet of an Ag Use District. Therefore, please list the name, address, and section, block, and lot of all such lands.

1. See attached list

2.

3.

4.

5.

6.

(for additional space, use reverse side)

FOR TOWN USE ONLY

Has this Agricultural Data Statement been referred to the County Planning Agency?

( ) YES ( ) NO

If YES, give date of referral _____

If YES, give County Referral Number _____

If NO, state reason_____
_____
_____
_____
_____

_____ Date: _____

Name of Official Completing Form

August 22, 2024

Re: Adjoining Property Owner's List
Highland Solar
206 Milton Turnpike, Town of Marlborough, NY
Langan Project No.: 190107801

The following are all of the owners of property within 500 feet from the premises as to which the application is being taken.

Section-Block-Lot	Owners Name	Mailing Address
95.4-2-15.100 95.4-2-15.300	David A. DuBois Jolee A. DuBois	209 Perkinsville Road Highland, NY 12528
95.4-2-19.110	Marc Cassalina Margarete Cassalina	130 Mahoney Road Milton, NY 12547
95.4-2-19.120	Dominick Rosso Lisa Rosso	140 Mahoney Road Milton, NY 12547
95.4-2-19.200	John Dimeglio	180 Mahoney Road Milton, NY 12547
95.4-3-2.100 95.4-3-2.200 95.4-3-2.300	Allstate Apple Exc Inc	65 Old Indian Road Milton, NY 12547
95.4-3-5	Kathleen F. Sanicola	177 Mahoney Road Milton, NY 12547
95.4-3.6.110	Shannon Mannese	171 Mahoney Road Milton, NY 12547
95.4-3-6.210	James J. Mannese Bridget L. Mannese	155 Mahoney Road Milton, NY 12547
95.4-3-8	Hudson Valley Domicile LLC	230 Milton Turnpike Milton, NY 12547
95.4-3-9	Nicholas Pizza Maryanne Pizza	230 Milton Turnpike Milton, NY 12547
95.4-3-11.100	Paradise Valley Orchards LLC	65 Old Indian Road Milton, NY 12547
95.4-3-32	Anne Marie Scaturro Robert Scaturro	PO Box 416 Milton, NY 12547
95.4-3-33.100	Timothy A. Marquis Tara J. Marquis	194 Milton Turnpike Milton, NY 12547
95.4-3-34	John J. Schaller	110 Putt Lane Kingston, NY 12401
95.4-3-35	Robert Scaturro Ann Marie Scaturro	204 Milton Turnpike Milton, NY 12547
95.4-3-47	Johnny R. Ramirez	233 Mahoney Road Milton, NY 12547

102.2-3-10	Nutrien Ag Solutions Inc	3005 Route Mountain Ave Loveland, CO 80538
102.2-3-11	Marlboro Central School District	21 Milton Turnpike, Ste 100 Milton, NY 12547
102.2-3-13.200	Tyle J Beach Rachel Beach	PO Box 112 Sugarloaf, NY 10981
102.2-4-1.110	High County Properties LLC	205 Old Route 9 Fishkill, NY 12524
102.2-4-1.124	Samuel Doss Patricia Doss	46 Valley Ave Walden, NY 12586
102.2-4-1.125	Farmcamp LLC	506 South Road Milton, NY 12547
102.2-4-1.126	Jame Bellacicco	199 Milton Turnpike Milton, NY 12547
102.2-4-8.210	Queens View Prtns II LLC	28 Riverwood Drive Marlboro, NY 12542
103.1-5-2 103.1-5-3 103.1-5-4	Moriarty Services Inc	24 Valley Place Larchmont, NY 10538
103.1-5-5	Gustavo L. Miranda Elisa Lopez	180 Milton Turnpike Milton, NY 12547
103.1-5-6	John D Browne	176 Milton Turnpike Milton, NY 12547
103.1-5-7	KAO Holdings LLC	469 Croton Ave Cortlandt Manor, NY 10567
103.1-1-33.210	Jeffrey Aldrich	132 Milton Turnpike Milton, NY 12547
103.1-1-36	Raphael Wyder	111 Leslie Road Newburgh, NY 12550
103.1-1-37	Strawberry Acres Realty LLC	109-111 Leslie Road Newburgh, NY 12550
103.1-1-38	Dennis Keith Devine	124 New Road Milton, NY 12547
103.1-1-39.100	Marilyn A. Miller	111 Mahoney Road Milton, NY 12547
103.1-1-48	George J. Nunnaro Joan H. Kazaalla	65 Warner Court Bating Hollow, NY 11933

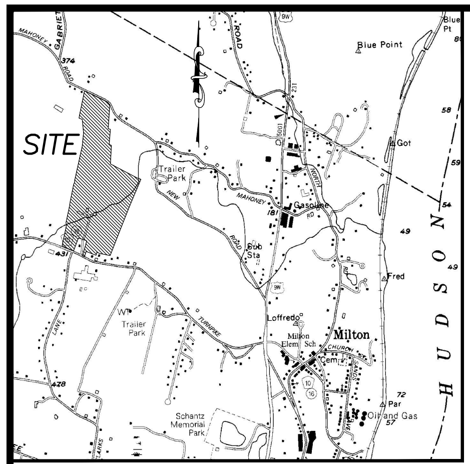
Attachment 6: Site Plans

Refer to "Site Plan Review Documents, Highland Solar, LLC" prepared by Langan and folded separately

Attachment 7: Stormwater Pollution Prevention Plan (SWPPP)

Refer to "Stormwater Pollution Prevention Plan, Highland Solar" prepared by Langan and folded provided in separate binder

Attachment 8: ALTA Survey with Property Legal Description



LOCATION MAP
Source: NYSDOT Quad Code: AA47 (Poughkeepsie)
(not to scale)

LEGEND

- 5/8" Iron Rod Set, Capped "Lawson 050086"
- Evidence Found, Labeled
- Direction Change
- Wire Fence
- Stone Wall
- Boundary Line
- County Tax Parcel Line
- Deed Line
- Tree line
- Wetland Delineation Line (See note #8)
- Wetland Area (See note #8)
- Area Encumbered by an Easement
- W6-6 Wetland Flag Located (See Survey Note #8)
- Utility Pole
- E/T/C Utility Line, Electric/Telephone/Cable T.V.
- conc Concrete
- CP Control Point
- CMP Corrugated Metal Pipe
- CPP Corrugated Plastic Pipe
- Inv. Invert Elevation
- Control Point
- M/R Measured/Record Distance
- 95.4-3-7.21 County Tax Map Parcel I.D. Number
- Deciduous Tree

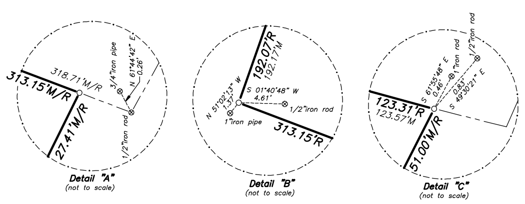
True North
@ 74°30' West Longitude

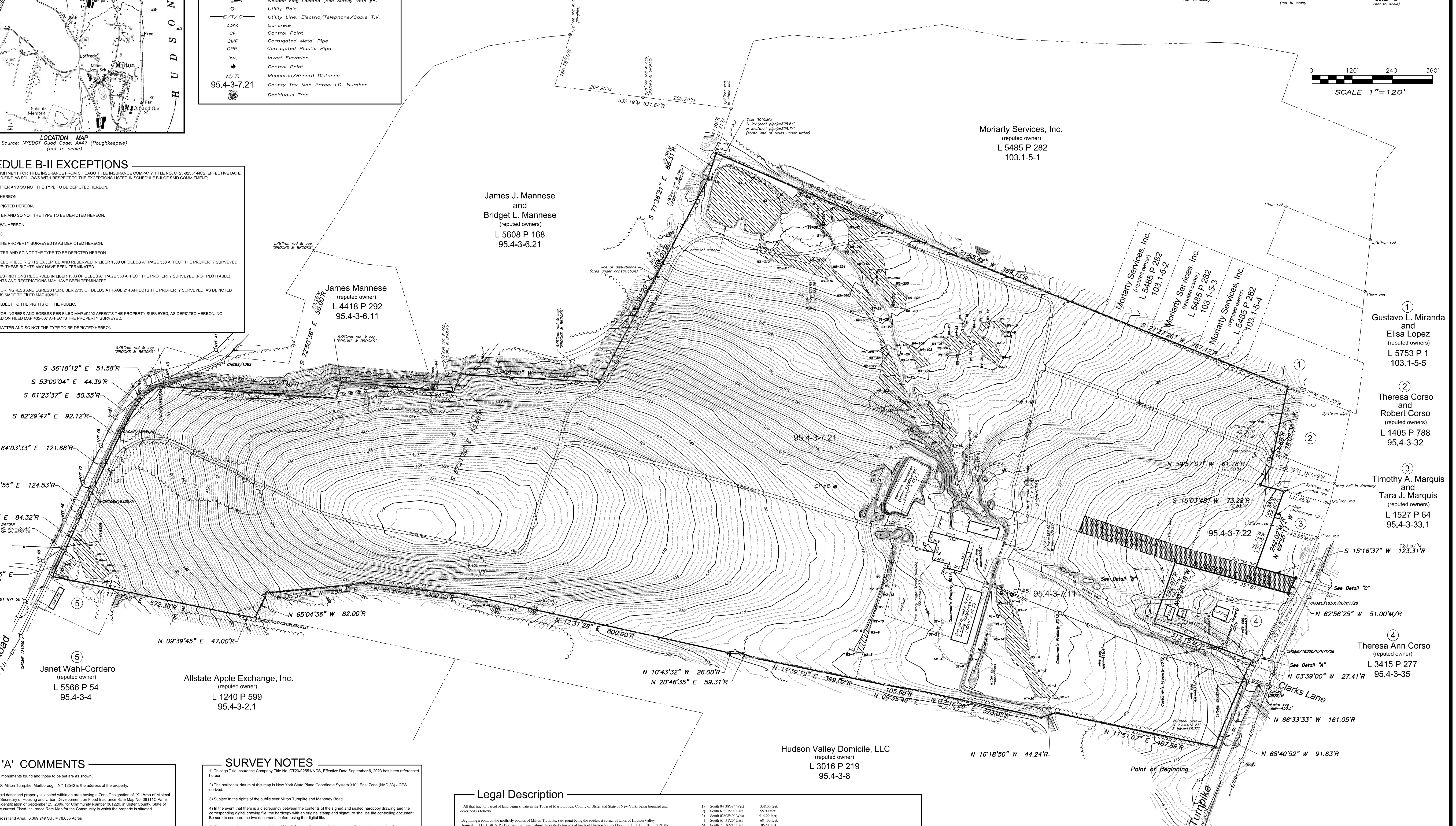
Control Points

Point	Northing(Y)	Easting(X)	Elev(Z)	Description
CP#3	1033031.0687	635612.8313	367.13	Iron Rod
CP#4	1033114.8621	635409.2445	385.27	Iron Rod
CP#5	1033090.8301	635036.5167	395.70	Iron Rod
CP#6	1033619.9644	635360.3295	408.37	Iron Rod

MAP REFERENCES

1) "Proposed Subdivision of Lands of Jerry Bloom & Son, Inc......." by Edward F. Brown, L.S., dated September 1, 1982; Ulster County Filed Map #4823.
2) "Proposed Subdivision of Lands of Bloom....." by Edward F. Brown, L.S., dated May 5, 1984; Ulster County Filed Map #5497.
3) "Final Map of Subdivision and Lot Line Revision of Lands of Robert A. Titanic, Jr......" by Patricia Pauli Brooks, L.S., last revised July 9, 2004; Ulster County Filed Map #05-507.
4) "Final Map of Lot Line Revision of Lands of James Mannese....." by Patricia Pauli Brooks, L.S., last revised April 2, 2012; Ulster County Filed Map #12-106.
5) "Final Map Prepared for William Paladino, Jr......" by Patricia Pauli Brooks, L.S., last revised Nov. 11, 1991; Ulster County Filed Map #9292.
6) "ALTA/NSPS Land Title Survey of Premises of Organic Valley, LLC......" by Robert J. Lawson, L.S., dated July 29, 2019; private.





SCHEDULE B-II EXCEPTIONS

I HAVE REVIEWED COMMITMENT FOR TITLE INSURANCE FROM CHICAGO TITLE INSURANCE COMPANY TITLE NO. CT23-02551-NCS, EFFECTIVE DATE SEPTEMBER 6, 2023 AND FIND AS FOLLOWS WITH RESPECT TO THE EXCEPTIONS LISTED IN SCHEDULE B-II OF SAID COMMITMENT;

1-3) NOT A SURVEY MATTER AND SO NOT THE TYPE TO BE DEPICTED HEREON.

4) SURVEY AS SHOWN HEREON.

5) UTILITIES ARE AS DEPICTED HEREON.

6) NOT A SURVEY MATTER AND SO NOT THE TYPE TO BE DEPICTED HEREON.

7) ACREAGE IS AS SHOWN HEREON.

8) SEE SURVEY NOTE #3.

9) THE BOUNDARY OF THE PROPERTY SURVEYED IS AS DEPICTED HEREON.

10) NOT A SURVEY MATTER AND SO NOT THE TYPE TO BE DEPICTED HEREON.

11) SEPTIC TANK AND LEECHFIELD RIGHTS EXCEPTED AND RESERVED IN LIBER 1388 OF DEEDS AT PAGE 558 AFFECT THE PROPERTY SURVEYED (NOT PLOTTABLE). NOTE: THESE RIGHTS MAY HAVE BEEN TERMINATED.

12) COVENANTS AND RESTRICTIONS RECORDED IN LIBER 1388 OF DEEDS AT PAGE 558 AFFECT THE PROPERTY SURVEYED (NOT PLOTTABLE). NOTE: THESE COVENANTS AND RESTRICTIONS MAY HAVE BEEN TERMINATED.

13) 50' RIGHT OF WAY FOR INGRESS AND EGRESS PER LIBER 2733 OF DEEDS AT PAGE 214 AFFECTS THE PROPERTY SURVEYED, AS DEPICTED HEREON (REFERENCE IS MADE TO FILED MAP #9292).

14) CLARKS LANE IS SUBJECT TO THE RIGHTS OF THE PUBLIC.

15) 50' RIGHT OF WAY FOR INGRESS AND EGRESS PER FILED MAP #9292 AFFECTS THE PROPERTY SURVEYED, AS DEPICTED HEREON. NO INFORMATION DEPICTED ON FILED MAP #05-507 AFFECTS THE PROPERTY SURVEYED.

16-18) NOT A SURVEY MATTER AND SO NOT THE TYPE TO BE DEPICTED HEREON.

Area = 78.036 acres

TABLE 'A' COMMENTS

TABLE A, ITEM 1 -All monuments found and those to be set are as shown.

TABLE A, ITEM 2 - 206 Milton Turnpike, Marlborough, NY 12542 is the address of the property.

TABLE A, ITEM 3 - Said described property is located within an area having a Zone Designation of "X" (Area of Minimal Flood Hazard) by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 36111C Panel 0790E, with a date of identification of September 25, 2009, for Community Number 361220, in Ulster County, State of New York, which is the current Flood Insurance Rate Map for the Community in which the property is situated.

TABLE A, ITEM 4- Gross land Area: 3,399,249 S.F. = 78.036 Acres

TABLE A, ITEM 6(a) - Property is in Zoning District R-Ag-1 according to the Town of Marlborough Zoning Map.Setback Requirements: Front Yard =50'; Side Yard=35' (One), 80' (Both); Rear Yard=75'; Max. Bldg. Height=35'; Max. Lot coverage = 20%; Parking requirements=none specified. Information taken from Town of Marlborough Zoning Law.

TABLE A, ITEM 6(b) - Zoning setback lines cannot be shown. Interpretation by town zoning authorities is required.

TABLE A, ITEM 7(a) - Observed structures are as shown.

TABLE A, ITEM 7(b)(1)- Exterior footprint of observed structures are as shown.

TABLE A, ITEM 8 - All substantial features are as shown.

TABLE A, ITEM 11- Underground facilities, structures and utilities have been located from available records, field locations of associated above ground structures, and any markings provided by the client. Therefore, these locations must be considered approximate. There may be other underground utilities and/or structures, the location and existence of which is not presently known. Location of underground facilities, utilities and structures are not certified. Contact Dig Safely New York, Inc. 800-962-7962 before digging.

TABLE A, ITEM 13 - Names of adjoining owners per the Ulster County Real Property Tax Office are as shown.

TABLE A, ITEM 14 - Nearest interscting street (Clarks Lane) is as depicted hereon.

TABLE A, ITEM 16 - No evidence of recent earth moving work, building construction, or building additions were observed on the date of the field work.

TABLE A, ITEM 17 - No proposed changes in street right of way lines were provided to or discovered by the surveyor. No evidence of recent street or sidewalk construction or repairs were observed on the date of the field work.

"Copies from the original of this survey map not marked with an original of the land surveyor's inked seal or embossed seal shall not be considered to be a valid true copy."

Alterations not conforming to section 7209, subdivision 2, of the State Education Law, are prohibited.

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SURVEY NOTES

1) Chicago Title Insurance Company Title No. CT23-02551-NCS, Effective Date September 6, 2023 has been referenced hereon.

2) The horizontal datum of this map is New York State Plane Coordinate System 3101 East Zone (NAD 83) - GPS derived.

3) Subject to the rights of the public over Milton Turnpike and Mahoney Road.

4) In the event that there is a discrepancy between the contents of the signed and sealed hardcopy drawing and the corresponding digital drawing file, the hardcopy with an original stamp and signature shall be the controlling document. Be sure to compare the two documents before using the digital file.

5) This drawing has been prepared for a 30"x42" format. Do not scale this drawing if plotted on any other format.

6) Underground features, facilities, structures and utilities have been located from available records, field locations of associated above ground structures, and any markings provided by the client. Therefore, these locations must be considered approximate. There may be other underground features, facilities, structures and utilities, the location or existence of which is not presently know. Location of underground features, facilities, utilities and structures are not certified. Contact Dig Safely New York prior to any site work.

8) Wetland areas were digitally transferred from documents provided by others together with field location of flags delineated by others.

9) Vertical Datum: NAVD 88 - GPS derived.

10) This survey depicts the same property as the record descriptions, as per the Title Commitment referenced hereon. The bearings on this survey differ from the record descriptions because the Horizontal Datum is rigidly adjusted to the New York State Plane Coordinate System 3101-East Zone.

11) This topographic map has been compiled utilizing aerial photogrammetry of an image scale of 16CM ground-sample-distance (GSD). This map has been compiled and edited to comply with current National Map Standard Accuracy for mapping at a horizontal scale of 1"=100' showing a one (1) foot contour interval at a two (2) foot contour interval accuracy class.

12) The tax parcel number(s) assigned to the property surveyed do not include any lands other than the property surveyed .

13) The property surveyed has direct access to dedicated public rights of way known as Milton Turnpike and Mahoney Road.

14) The Legal Description prepared by the surveyor mathematically closes.

15) The survey shows the location of all buildings, structures, parking areas and other improvements situated on the surveyed property.

16) No landfills, graves or burial grounds were observed on site.

17) There is no observable evidence that the property surveyed was used as a solid waste dump or sanitary landfill.

18) Except as shown, there are no visible or recorded easements or ROW across the property surveyed of which the surveyor has been advised.

19) There are no encroachments onto adjoining property, streets or alleys or any easements burdening the surveyed property by any buildings, structures or other improvements, and there are no encroachments onto the surveyed property or easements benefiting the property surveyed by buildings, structures or other improvements situated on adjoining property, except for the following encroachments: shed on tax parcel 95.4-2-33.1 (1.9' encroachment).

Legal Description

All that tract or parcel of land being situate in the Town of Marlborough, County of Ulster and State of New York; being bounded and described as follows:

Beginning a point on the northerly bounds of Milton Turnpike, said point being the southeast corner of lands of Hudson Valley Domicile, LLC (L 3016, P 219); running thence along the easterly bounds of lands of Hudson Valley Domicile, LLC (L 3016, P 219) the following eleven courses and distances:

1) North 11°51'07" East 487.89 feet;
2) North 16°18'50" West 44.24 feet;
3) North 12°16'26" East 373.05 feet;
4) North 09°35'49" East 105.68 feet;
5) North 11°39'19" East 399.02 feet;
6) North 20°46'35" East 59.31 feet;
7) North 10°43'32" West 26.00 feet;
8) North 12°31'28" East 800.00 feet;
9) North 06°26'28" East 300.00 feet;
10) North 05°37'44" West 298.11 feet;
11) North 65°04'36" West 82.00 feet;

to a point on the easterly bounds of lands of Allstate Apple Exchange, Inc. (L 1240, P 599); running thence along the easterly bounds of lands of Allstate Apple Exchange, Inc. (L 1240, P 599) and lands of Janet Wahl-Cordero (L 5566, P 54) the following two courses and distances:

1) North 09°39'45" East 47.00 feet;
2) North 11°39'45" East 572.36 feet;

to a point on the southerly bounds of Mahoney Road; running thence southeasterly along the southerly bounds of said road the following eight courses and distances:

1) South 63°51'13" East 87.40 feet;
2) South 65°21'01" East 84.32 feet;
3) South 64°58'55" East 124.53 feet;
4) South 64°03'33" East 121.68 feet;
5) South 62°29'47" East 92.12 feet;
6) South 61°23'37" East 50.35 feet;
7) South 53°00'04" East 44.39 feet;
8) South 36°18'12" East 51.58 feet;

to a point on the westerly bounds of lands of James Mannese (L 4418, P 292); running thence along the westerly bounds of lands of Mannese (L 4418, P 292) the following two courses and distances:

1) South 03°53'38" West 535.00 feet;
2) South 72°50'36" East 50.00 feet;

to a point; continuing thence along the westerly bounds of lands of Mannese (L 4418, P 292) and along the westerly and southerly bounds of lands of James J. Mannese and Bridget L. Mannese (L 5608, P 168) the following five courses and distances:

1) South 04°38'38" West 338.00 feet;
2) South 67°21'20" East 55.00 feet;
3) South 03°08'40" West 415.00 feet;
4) South 61°51'20" East 684.00 feet;
5) South 71°36'21" East 85.51 feet;

to the northwest corner of lands of Moriarity Services, Inc. (L 5485, P 282); running thence along the westerly bounds of lands of Moriarity Services, Inc. (L 5485, P 282) the following two courses and distances:

1) South 23°16'50" West 690.25 feet;
2) South 21°58'42" West 369.13 feet;

to a point, continuing thence South 21°27'26" West along the westerly bounds of lands of Moriarity Services, Inc. (L 5485, P 282) and lands of Gustavo L. Miranda and Elisa Lopez (L 5753, P 1) a distance of 787.12 feet to the northeast corner of lands of Theresa Corso and Robert Corso (L 1405, P 788); running thence North 78°02'38" West along the northerly bounds of lands of Corso (L 1405, P 788) a distance of 244.68 feet to the northeast corner of lands of Timothy A. Marquis and Tara J. Marquis (L 1527, P 64); running thence along the northerly and westerly bounds of lands of Marquis (L 1527, P 64) the following four courses and distances:

1) North 59°57'07" West 61.78 feet;
2) South 15°03'48" West 73.28 feet;
3) North 69°55'11" West 242.02 feet;
4) South 15°16'37" West 123.31 feet;

to a point on the northerly bounds of Milton Turnpike; running thence North 62°56'25" West along the northerly bounds of said road a distance of 51.00 feet to the southeast corner of lands of Theresa Ann Corso (L 3415, P 277); running thence along the easterly, northerly and westerly bounds of lands of Corso (L 3415, P 277) the following three courses and distances:

1) North 15°16'37" East 349.71 feet;
2) North 70°36'18" West 192.07 feet;
3) South 20°51'12" West 313.15 feet;

to a point on the northerly bounds of Milton Turnpike; running thence northwesterly along the northerly bounds of said road the following three courses and distances:

1) North 63°39'00" West 27.41 feet;
2) North 66°33'33" West 161.05 feet;
3) North 68°40'52" West 91.63 feet;

to the point of beginning. Containing 78.036 acres of land. Bearings refer to True North.

Being the same premises described in a Deed from Robert A. Titanic, Jr. to Organic Valley, LLC, a New York Limited Liability Company dated July 8, 2009 and recorded in the Ulster County Clerk's Office in Liber 5711 of Deeds at Page 157, and as depicted on a map entitled "Final Map of Subdivision and Lot Line Revision of Lands of Robert A. Titanic, Jr. and Timothy A. & Tara J. Marquis", filed with the Office of Ulster County Clerk on May 26, 2005 as map #05-507.

For details of boundary reference is hereby made to a map entitled "Existing Conditions ALTA/NSPS Land Title Survey of Premises of Organic Valley, LLC...", dated April 22, 2024, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

CERTIFICATION:

TO: Highland Solar, LLC
Organic Valley, LLC
Chicago Title Insurance Company

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b-1), 8, 11, 13, 14, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED FROM JULY 29, 2019 THROUGH APRIL 26, 2024.

ROBERT J. LAWSON DATE: May 2, 2024
NEW YORK REGISTERED LAND SURVEYOR #050086

This certification is made to only named parties for purchase and/or mortgage of herein delineated property to the named purchaser. No responsibility or liability is assumed by surveyor for the use of survey for any other purpose including, but not limited to use of survey affidavit, resale of property or any other person not listed in certification, either directly or indirectly.

Existing Conditions
ALTA/NSPS Land Title Survey
of Premises of

Organic Valley, LLC
~
L 5711 P 157

Prepared For
Highland Solar, LLC
Town of Marlborough, County of Ulster
State of New York

REVISIONS
No. | Date | Description

LSM
LAWSON SURVEYING & MAPPING

Robert J. Lawson, L.S.
N.Y.S. License No.: 050086

DATE:	April 22, 2024
W.O. No.:	8155
SCALE:	1 inch = 120 feet
DRAWN BY:	J.A.A.
CHECKED BY:	R.J.L.
FIELD CHECKED BY:	NJS/MOW
DWG FILE:	8155.DWG
MAP No.:	M 30-424
SHEET No.:	1 of 1

Attachment 9: Wetlands and Threatened & Endangered Species Report

NORTH COUNTRY
ECOLOGICAL SERVICES, INC.

July 10, 2024

Owen Hooper, Director of Development Operations
Carson Power, LLC
110 William Street, 24th Floor
New York City, New York 10038

Re: Wetland Delineation and Threatened & Endangered Species Review
Highland Solar-206 Milton Turnpike (S.B.L.: 95.4-3-7.21)
Town of Marlborough, Ulster County, New York

Dear Mr. Hooper:

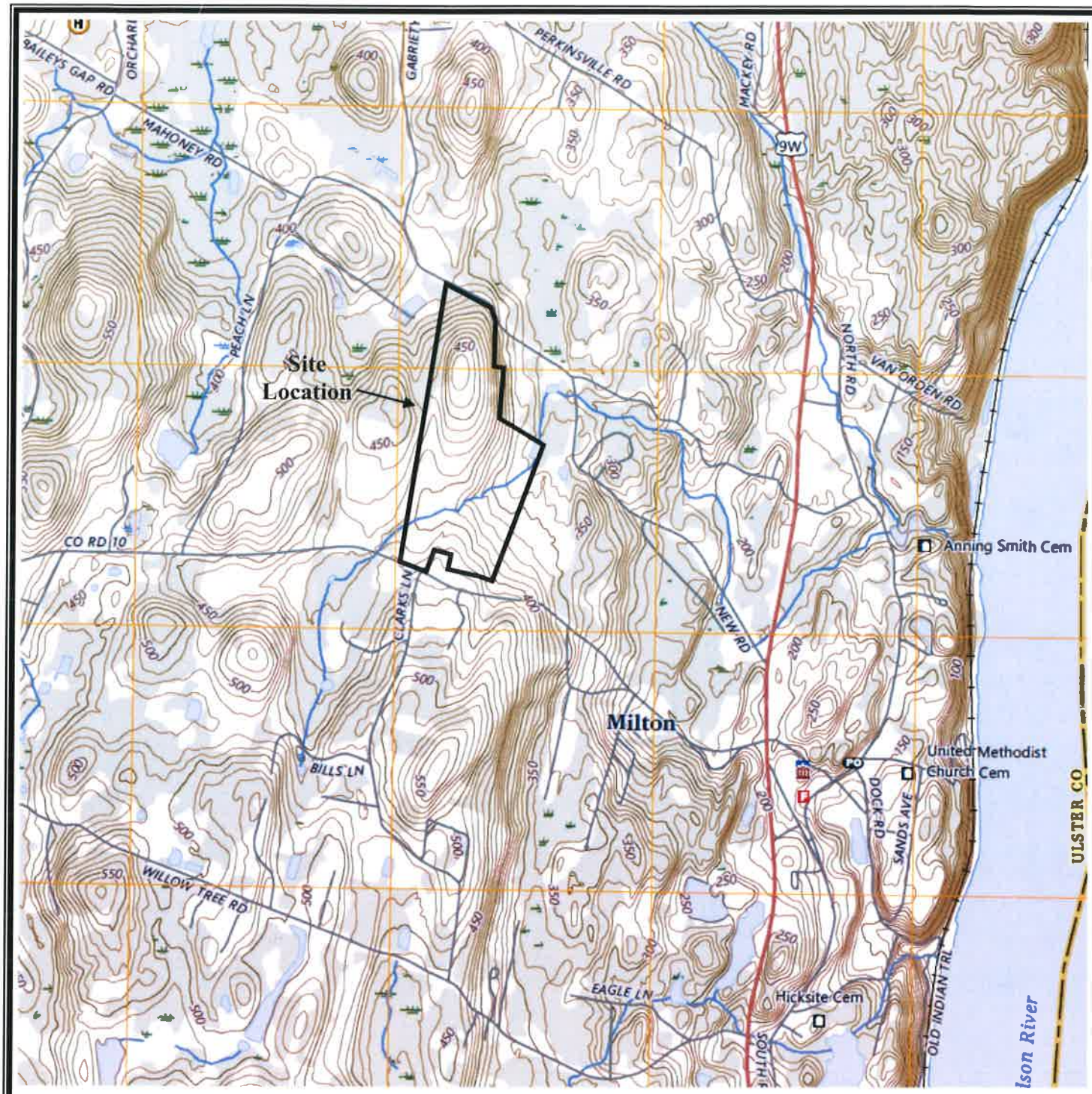
Pursuant to your request, North Country Ecological Services, Inc. (NCES) completed a wetland delineation and field assessment in search of New York State and federally regulated wetlands, and habitat conducive to endangered, threatened, and/or rare (ETR) species at the above referenced site. The New York State Department of Environmental Conservation (DEC) Environmental Resource Mapper (ERM) and the National Wetland Inventory (NWI) mapping was reviewed for state and federally regulated mapped wetlands prior to the on-site field review.

Site Location & Description

The subject property, 206 Milton Turnpike, encompasses approximately 78.04 acres located within the Town of Marlborough, Ulster County, New York (the "Site). The Site is located along the northern side of Milton Turnpike, approximately 0.30 miles northwest from the intersection of Milton Turnpike and Walnut Lane (Figure 1). The centralized coordinates of the Site are 41° 40' 05.90" Latitude, 73° 58' 34.44" Longitude (41.67 N, -73.98 W).

The Site consists of previously used agricultural farmland with fallow fields, undeveloped forested land comprised of both uplands and wetlands, and an intermittent stream. The land surrounding the Site consists of commercial and industrial developments, undeveloped forested areas, agricultural fields, and single-family houses. The Hudson River is located approximately 1.30 miles to the east of the Site. Photographs documenting the existing conditions, taken during the wetland delineation, are attached.

Based on the definitions presented in the Ecological Communities of New York State (Edinger, 2002) and Classification of Wetlands and Deepwater Habitats of the United States (Cowardin, 1979), the following ecological communities have been identified on the Site:



Base Map: USGS Poughkeepsie 7.5' Quadrangle, Ulster County, N.Y. Scale: 1: 24,000

NCES
North Country Ecological Services, Inc.

FIGURE 1 – Site Location Map

- Pastureland (Edinger)
- Successional shrubland (Edinger)
- Successional old field (Edinger)
- Successional northern hardwood (Edinger)
- Farm pond/artificial pond (Edinger)
- Palustrine emergent wetland (Cowardin)
- Intermittent stream (Cowardin)

The approximate location and configuration of the ecological community types identified on the Site are shown on the Vegetative Cover Types graphic (Figure 2).

Delineation Methodology

Wetland boundaries would be delineated using the three-parameter methodology, as outlined in the *Corps of Engineers Wetland Delineation Manual* (1987 manual). The 1987 manual was used in accordance with the Corps of Engineers Appropriation Bill and the Johnson Amendment of August 17, 1991, which states that until revisions to the January 1989 *Federal Manual for Identifying and Delineating Jurisdictional Wetlands* (1989 manual) are finalized, the Corps of Engineers will apply the 1987 manual to identify and delineate wetlands potentially subject to regulation under Section 404 of the Clean Water Act (CWA).

NCES also used information presented within the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual – Northcentral and Northeast Region* (January 2012) as further guidance for assessing and defining wetland boundaries. According to the 1987 Manual and Interim Regional Supplement, for an area to be classified as a wetland, it must exhibit hydrophytic vegetation, hydric soils, and wetland hydrology.

The routine on-site determination method was used to determine the wetland boundaries on the property. Vegetative, soils, and hydrologic data were collected and assessed by NCES Staff along the upland/wetland transitions. Vegetation was sampled using the quadrant sampling procedure. Transects were established perpendicular to the wetland boundaries to document the vegetation, soils, and hydrology of the on-site wetlands and uplands.

The U.S. Army Corps of Engineers (USACE) has also issued the *National List of Plant Species That Occur in Wetlands*, which lists species of vascular plants that are likely to occur in a wetland. The list separates the plants into five categories that determine the "wetland indicator status." A species indicator status is based on its frequency of occurrence in wetlands:

- *Obligate wetland* plants (OBL) occur almost always (estimated probability >99%) in wetlands under natural conditions.
- *Facultative wetland* plants (FACW) usually occur in wetlands (estimated probability 67-99%) but are occasionally found in upland.

Legend

PL – Pastureland
SSL – Successional shrubland
SOF – Successional old field
SNH – Successional northern hardwood
FP – Farm pond/artificial pond
PEM – Palustrine emergent wetland
Intermittent stream

Base Map: Satellite with labels, Ulster County, N.Y. Scale: None

NCES
North Country Ecological Services, Inc.

FIGURE 2 – Vegetative Cover Types

- *Facultative* plants (FAC) are equally likely to occur in wetlands or uplands (estimated probability 34-66%).
- *Facultative upland* plants (FACU) are those species that normally occur in uplands but occasionally occur in wetlands (estimated probability 67-99%).
- *Upland* plants (UPL) species occur almost always in uplands (estimated probability >99%) under natural conditions (Federal Interagency Committee for Wetland Delineation, 1989).

Dominant plant species were determined for each vegetative stratum by estimating aerial cover. Dominant plant species are defined as those species in each stratum that, when ranked in decreasing order of abundance and when cumulatively totaled, exceed 50% of the total dominance measure for each stratum, plus any additional species that comprise 20% or more of the total dominance measure.

Soils were analyzed to depths of 12-24", below the A-horizon. Samples were taken in conjunction with the procedures outlined within the Regional Supplement. Soil samples are taken to determine Munsell Soil Color Chart designation, and hydric soils were identified by chroma (color) and value (shade intensity). Perennial, intermittent, and ephemeral streams are identified by the formation of banks, apparent streambeds, and high-water marks where extended hydrologic input has eroded/scoured channels in the soils. Vegetation, soils, and hydrology were analyzed to determine the wetland boundary.

Vegetation

During the delineation, a total of seven (7) different ecological communities were identified. The ecological communities included: Pastureland, Successional shrubland, Successional old field, Successional northern hardwood, Farm pond/artificial pond, Palustrine emergent wetland, and Intermittent stream. Each of these ecological communities possess different and distinct species of plants that assist in defining them. The dominant species of vegetation observed by NCES within each ecological community are identified below:

The Pastureland ecological community can be described as previously used agricultural land that now remains as mowed grass. The vegetation within this community consists of clover (*Trifolium* sp.) and a variety of grasses and forbs.

The dominant species of vegetation documented within the Successional shrubland ecological community included, but are not limited to: quaking aspen (*Populus tremuloides*), eastern cottonwood (*Populus deltoides*), boxelder (*Acer negundo*), Tatarian honeysuckle (*Lonicera tatarica*), multiflora rose (*Rosa multiflora*), staghorn sumac (*Rhus typhina*), mugwort (*Artemesia vulgaris*), and poison ivy (*Toxicodendron radicans*).

Some of the dominant species of vegetation documented within the Successional old field ecological community included, but are not limited to: reed canary grass (*Phalaris arundinacea*), garlic mustard (*Alliaria petiolata*), wild carrot (*Daucus carota*), mugwort, horseweed (*Erigeron canadensis*), yellow rocketcress (*Barbarea vulgaris*), clover, Canada goldenrod (*Solidago canadensis*), common dandelion (*Taraxacum officinale*), and a variety grasses and forbs.

Some of the dominant species of vegetation within the Successional northern hardwoods ecological community included, but are not limited to: trembling aspen, eastern cottonwood, eastern red cedar (*Juniperus virginiana*), sugar maple (*Acer saccharum*), white oak (*Quercus alba*), northern red oak (*Quercus rubra*), white ash (*Fraxinus americana*), black cherry (*Prunus serotina*), red maple (*Acer rubrum*), boxelder, Tatarian honeysuckle, multiflora rose, and staghorn sumac.

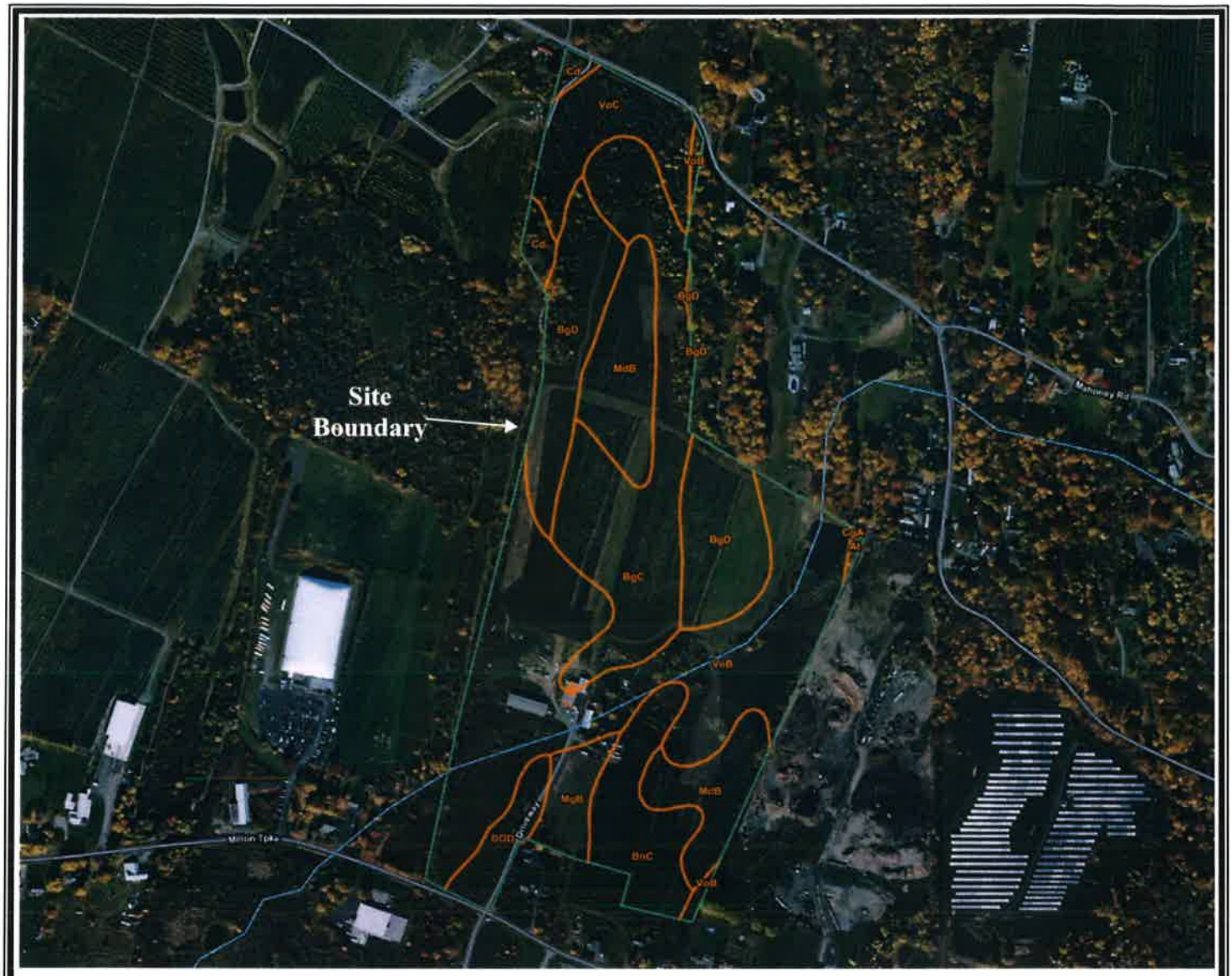
Some of the dominant species of vegetation that lined the Open water pond ecological community included, but are not limited to: white willow (*Salix alba*), dead/dying ash (*Fraxinus* sp.), tussock sedge (*Carex stricta*), mugwort, Canada goldenrod, common reed (*Phragmites australis*), yellow rocketcress, clover, and a variety grasses and forbs.

Some of the dominant species of vegetation observed within the Palustrine emergent wetland ecological community included, but are not limited to: reed canary grass, soft rush (*Juncus effusus*), purple loosestrife (*Lythrum salicaria*), common reed, skunk cabbage (*Symplocarpus foetidus*), rough-stemmed goldenrod (*Solidago rugosa*), tussock sedge, sensitive fern (*Onoclea sensibilis*), and jewelweed (*Impatiens capensis*).

Some of the dominant species of vegetation observed alongside the Intermittent stream ecological community included, but are not limited to: eastern cottonwood, white willow, red osier dogwood (*Cornus sericea*), staghorn sumac, Tatarian honeysuckle, multiflora rose, mugwort, poison ivy, reed canary grass, common reed, Canada goldenrod, and yellow rocketcress.

Soils

According to the Ulster County Soil Survey from the USDA Natural Resources Conservation Service Web Soil Survey 3.2 (the "Soil Survey"), there are nine (9) different soil series that are found within the boundaries of the Site. These soils are: Atherton silt loam (At); Bath gravelly silt loam (BgC and BgD); Bath-Nassau complex, with 8 to 25 percent slopes (BnC); Bath-Nassau-Rock outcrop complex, hilly (BOD); Canandaigua silt loam, till substratum (Cd); Castile gravelly silt loam, with 0 to 3 percent slopes (CgA); Mardin gravelly silt loam, with 3 to 8 percent slopes (MdB); Mardin-Nassau complex, with 3 to 8 percent slopes (MgB); and Volusia gravelly silt loam (VoB and VoC) (Figure 3).



USDA **Natural Resources Conservation Service**

Site Boundary

Legend

At – Atherton silt loam
BgC – Bath gravelly silt loam, 8 to 15 percent slopes
BgD – Bath gravelly silt loam, 15 to 25 percent slopes
BnC – Bath-Nassau complex, 8 to 25 percent slopes
BOD – Bath-Nassau-Rock outcrop complex, hilly
Cd – Canandaigua silt loam, till substratum
CgA – Castile gravelly silt loam, 0 to 3 percent slopes
MdB – Mardin gravelly silt loam, 3 to 8 percent slopes
MgB – Mardin-Nassau complex, 3 to 8 percent slopes
VoB – Volusia gravelly silt loam, 3 to 8 percent slopes
VoC – Volusia gravelly silt loam, 8 to 15 percent slopes

Base Map: Web Soil Survey 3.2 – Ulster County Soil Survey, N.Y. Scale: 1:4,080

NCES
North Country Ecological Services, Inc.

FIGURE 3 – Soil Survey Map

Wetland Delineation Information

A delineation of vegetated wetlands and other waters of the United States (WOTUS) subject to the jurisdiction of the USACE, pursuant to Section 404 of the CWA, was completed by NCES on May 3, 2024.

As a result of the wetland delineation and subsequent field survey, it was determined that four (4) Palustrine wetlands, one intermittent stream, and one open water farm pond exists within the boundaries of the Site. The extent of the wetlands found on-site are outlined in Table 1 below. The location and configuration of the wetlands are shown on the Engineer's drawing titled "Overall Site Plan", revised July 8, 2024. The Overall Site Plan and an additional map showing the proposed solar plan with the wetland areas overlaid are attached for reference.

Table 1
Wetland Summary

Wetland Area	Centralized Coordinates	Size (Acres)	Stream Length (Linear Feet)	Cover Types	Potential Jurisdictional Status
1	41°40'09.15", 73°58'26.17" (41.669 N, -73.975 W)	1.05	1,260	IS OWP	USACE Jurisdictional
2	41°40'05.50", 73°58'38.06" (41.668 N, -73.978 W)	0.94	N/A	PEM	USACE Jurisdictional
3	41°40'11.11", 73°58'21.75" (41.670 N, -73.973 W)	0.68	N/A	PEM	USACE Jurisdictional
4	41°40'09.15", 73°58'263.17" (41.669 N, -73.974 W)	0.60	N/A	PEM	USACE Non-Jurisdictional
Total		**3.27± Ac.**	**1,260± L.F.**		

IS – Intermittent Stream; OWP – Open Water Pond; PEM – Palustrine Emergent Wetland

Based on the findings regarding federal jurisdiction made during the delineation process, a hydrological connection with a tributary system of a navigable waterway was identified between Wetland Areas 1, 2, and 3, and off-site WOTUS. Therefore, these wetland areas are regulated by the USACE, pursuant to Section 404 of the CWA. Wetland Area 4 has the potential to be non-jurisdictional as it is not hydrologically connected with any of the other wetland areas, or off-site WOTUS.

DEC & NWI Mapped Aquatic Resources

The DEC website was reviewed by NCES to obtain information regarding the presence of Article 15 protected streams and/or Article 24 regulated wetlands on, or within 100 feet of the Site. Based on the information obtained from the DEC's ERM, no mapped Article 24 regulated wetlands are located within the boundaries of the Site. No Article 15 protected streams are found on-site; however, one DEC Class C stream bisects the Site (Figure 4).

As required by the USACE wetland reporting guidelines, NCES reviewed the U.S. Fish and Wildlife Service (USFWS) website to determine if wetlands and/or other aquatic resources identified by the USFWS Aquatic Resource Mapping Program are present on the Site. Based on the information obtained from the NWI Mapper, it was determined that NWI mapped aquatic resources are present within the boundaries of the Site (Figure 5). The NWI further describes the intermittent stream as R4SBC (Riverine, intermittent, streambed, seasonally flooded).

The DEC regulates state wetlands under Article 24 of the Environmental Conservation Law (ECL), and streams under Article 15 of the ECL. The USACE regulates wetlands and streams pursuant to Section 404 of the CWA. Wetlands and streams are included in the definition of WOTUS that are regulated under the CWA.

Threatened and Endangered Species Habitat Assessment

The DEC's Natural Heritage Office (NHO) was contacted to determine if the Site is within a known radius of significant natural communities, rare plants or animals, and/or endangered, threatened, or special concern (E, T, SC) species. On June 19, 2024, the NHO issued a letter stating that the Site is not located within an area covered by known E, T, SC species and further screening is not necessary. The NHO letter is attached.

For section 7 consultation with the USACE, the USFWS was contacted regarding the presence of any federally-listed threatened or endangered species that may be located on, or within the immediate vicinity of the Site. The information obtained from the USFWS I-Pac website, dated June 19, 2024, indicates that there is potential for the Indiana Bat, Northern Long-eared Bat, Bog Turtle, and Monarch Butterfly to exist within the boundaries of the Site.

- Indiana Bat (*Perimyotis subflavus*) – State & Federally Endangered
- Northern Long-eared Bat (*Myotis septentrionalis*) – State & Federally Endangered
- Tricolored Bat (*Perimyotis subflavus*) – Federally Proposed Endangered, State not listed
  *This species only needs to be considered if the project includes wind turbine operations
- Bog Turtle (*Glyptemys muhlenbergii*) – State Endangered & Federally Threatened
- Monarch Butterfly (*Danaus plexippus*) – Candidate Species

NEW YORK STATE - DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Map Layers & Legend

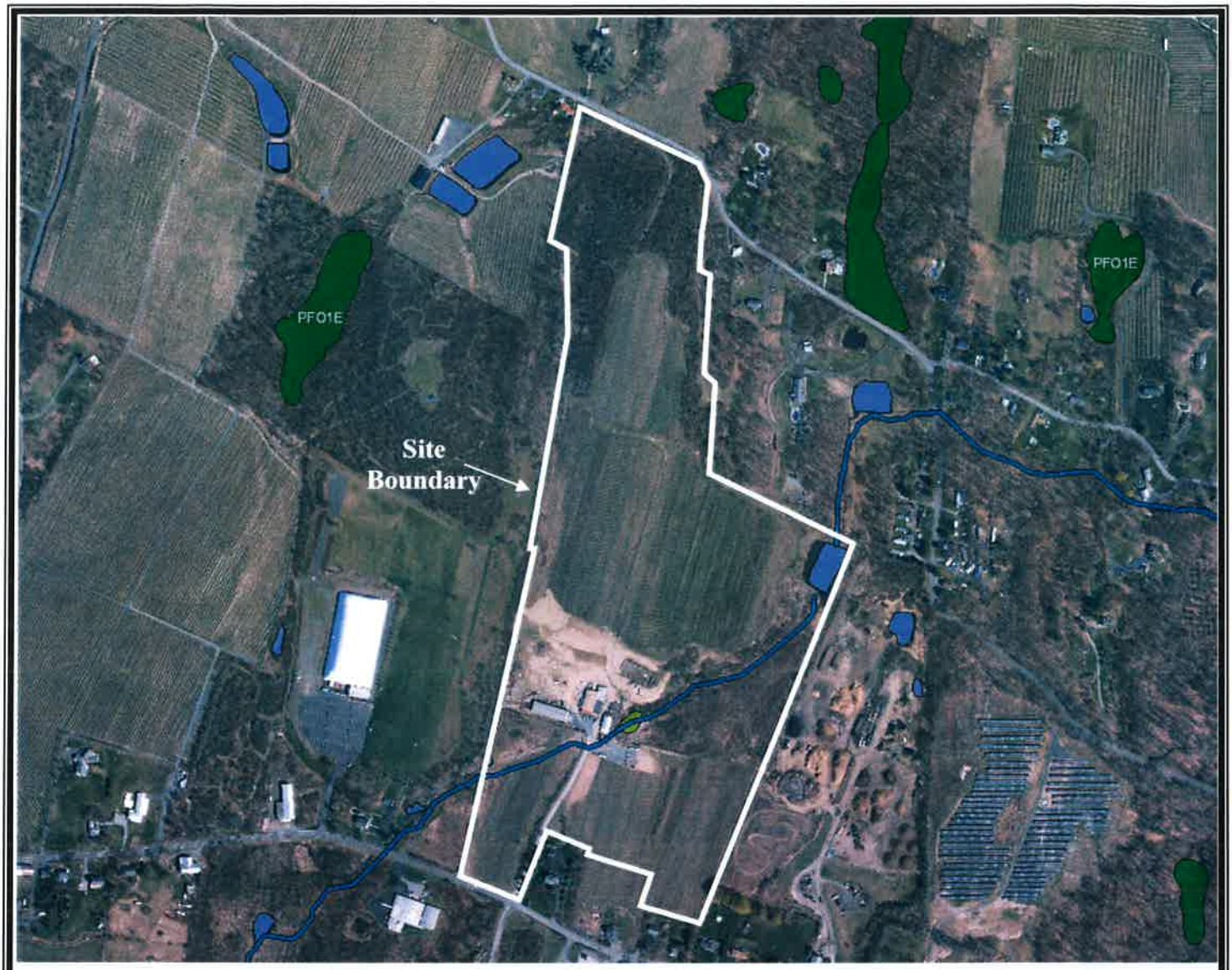
- Classified Water Bodies
- Classified Water Bodies
- State-Regulated Freshwater Wetlands
- Wetland Check-zone

DEC Environmental Resource Mapper – Ulster County, N.Y.

Scale: None

NCES
North Country Ecological Services, Inc.

FIGURE 4 - DEC Mapped Aquatic Resources



U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

Base Map: USFWS NWI Wetlands Map, Ulster County, N.Y. Scale: 1:9,028

NCES
North Country Ecological Services, Inc.

FIGURE 5 – NWI Mapped Aquatic Resources

The information from the USFWS does not specifically claim that these species are known to occur within the Site, and no further information documenting existing locations of these species was provided. The response obtained from the USFWS is attached.

The Monarch Butterfly is currently a candidate species only, it does not receive any legal protections afforded by the Endangered Species Act (ESA). As a result, impact occurring to suitable habitat resulting for the proposed project is not prohibited, restricted, or regulated in any way. Therefore, no further assessments of the Site for the actual presence of Monarch Butterflies are warranted.

As a result of the information obtained from the USFWS, NCES conducted a habitat assessment within the boundaries of the Site for the presence of suitable habitat for the Indiana Bat, Northern Long-eared Bat, and Bog Turtle.

Indiana & Northern Long-eared Bat Habitat Assessment

The Northern Long-eared Bat (*Myotis septentrionalis*) and Indiana Bat (*Myotis sodalist*) are State and Federally Endangered species. To conduct the bat habitat assessment, NCES reviewed the Site for trees that exhibit the characteristics of potential summer roosting sites, as well as for suitable foraging habitat. NCES also searched for any caves, mines, or other man-made structures that could be used as roosts, or as an over-wintering hibernaculum. NCES conducted the habitat analysis following the recommended procedures and protocols as outlined in the "*Range-Wide Indiana Bat Survey Guidelines*" provided by the USFWS.

According to the USFWS, suitable summer habitat is characterized as forested communities that possess live and dead trees with, "loose bark, cavities or crevices" as well as within, "...cooler places like caves and mines". These bats have also been reported to be found roosting in, "structures like barns and sheds". Wintering habitat is defined as being within, "caves and mines" that possess, "large passages and entrances; constant temperatures; and high humidity with no air currents". Potential foraging habitat for the Northern Long-eared bat is defined as, "…understory of forested hillsides and ridges". This bat species is also known to glean, "motionless insects from vegetation and water surfaces".

During the field assessment, trees were identified that exhibit the characteristics of summer roosting habitat for the Northern Long-eared and Indiana Bat. The trees noted were mature in age, dead/dying, presented exfoliating bark and/or, contained cavities, offering the physical characteristics of summer roost trees. For example, red maple, and dead ash trees are present along the northern perimeter of the Site. These trees exemplify roosting habitat with their exfoliating bark, cavities, and crevices.

Suitable foraging habitat for bats was identified during the assessment, as well as within the adjacent properties. Foraging habitat is comprised of various habitats that are relatively common within the general geographic region and include the canopy of the forested uplands, over wetland

communities, along riparian corridors, edge habitats of fields, and within the adjacent residential and commercially developed properties. Foraging habitat is widespread throughout the area as the bats are not selective as to where they find food.

Bog Turtle Habitat Assessment

NCES conducted a Phase 1 Habitat Evaluation Assessment for the Bog Turtle (*Glyptemys muhlenbergii*) habitat utilizing the information contained within "Guidelines for Bog Turtle Surveys" (last revised April 2020), as contained within the "*Bog Turtle Northern Population Recovery Plan*" (USFWS, 2001) (the "BTNPRP"). According to the BTNPRP, suitable habitat for Bog Turtles includes Palustrine emergent or scrub-shrub wetlands that contain the following three criteria:

1) Suitable hydrology – characterized as, "…Typically spring fed with shallow surface water or saturated soils present year-round…", "interspersed with dry and wet pockets…", "…sub-surface flow", and "…shallow rivulets (less than 4 inches deep) or pseudo rivulets are often present."

2) Suitable soils – characterized as, "… a bottom substrate of permanently saturated organic or mineral soils." "These are often soft, mucky-like soils; you will usually sink to your ankles (3-5 inches) or deeper in muck, although in degraded wetlands or summers of dry years this may be limited to areas near spring heads or drainage ditches." "In some portions of the species range, the soft substrate consists of scattered pockets of peat instead of muck."

3) Suitable vegetation – characterized as, "dominant vegetation of low grasses and sedges (in emergent wetlands), often with a scrub shrub component." "Common emergent vegetation includes, but is not limited to tussock sedge (*Carex stricta*), soft rush (*Juncus effusus*), rice cut grass (*Leersia oryzoides*), sensitive fern (*Onoclea sensibilis*), tearthumb (*Polygonum* spp.), jewelweed (*Impatiens capensis*), arrowheads (*Sagittaria* spp.), skunk cabbage (*Symplocarpus foetidus*), panic grasses (*Panicum* spp.), other sedges (*Carex* spp.), spike rushes (*Eleocharis* spp.), grass-of-Parnassus (*Parnassia glauca*), shrubby cinquefoil (*Dasiphora fruticosa*), sweet flag (*Acorus calamus*), and in disturbed sites, reed canary grass (*Phalaris arundinacea*) and purple loosestrife (*Lythrum salicaria*)." Common scrub-shrub species include alder (*Alnus* spp.), red maple (*Acer rubrum*), willow (*Salix* spp), tamarack (*Larix laricina*), and in disturbed sites, multiflora rose (*Rosa multiflora*). "Some forested wetland habitats are suitable, given hydrology, soils, and/or historic land use. These include red maple, tamarack, and cedar swamps."

During the Phase I Habitat Evaluation, the biologists from NCES traversed the Site and assessed the Site for aquatic resources that exhibit the three characteristic criteria of suitable Bog Turtle habitat. Palustrine emergent wetlands are present within boundaries of the Site, but they did not possess the necessary criteria for Bog Turtle habitat. These wetlands did not possess adequate hydrology or suitable vegetation. The emergent wetlands located in the open fields, were once agricultural fields that then became fallow. These wetlands contained patches of soft rush and sensitive fern. The wetlands located on-site contain the soil type Volusia gravelly silt loam, with 3 to 8 percent slopes (VoB). The soil texture within the wetland areas is described as a silty loam. They do not contain any organic material that is conducive to burrowing activities required for thermo-regulation by Bog Turtles. One open water pond is located in the northern portion of the Site. This pond is not suitable for Bog Turtles. Based on the lack of organic mineral soils, shallow to no surface water, and suitable vegetation, there is no potential for Bog Turtles to occupy the Site. Other species such as snapping turtles (*Chelydra serpentina*) and painted turtles (*Chrysemys picta*) were documented within and along the perimeter of the pond. No rivulets or sub-surface channels were identified during the field assessment. No groundwater upwelling, discharge, or weeps were noted during the field evaluation.

Conclusion

As a result of the wetland delineation, NCES identified and delineated four (4) wetland areas located within the boundaries of the Site. Wetland Areas 1, 2, and 3 are regulated by the USACE by means of a hydrological connection with a Traditional Navigable Waterway (TNW). Any proposed work within these wetland areas, would require a permit from the USACE. Based on our findings, Wetland Area 4 has the potential to be deemed non-jurisdictional as it is not hydrologically connected to any of the other wetland on-site or WOTUS. If any work is proposed in this area, further consultation with the USACE would be required to determine the jurisdictional status.

As a result of the threatened and endangered species habitat review, NCES did not identify suitable habitat for the Bog Turtle. NCES did document suitable roosting and foraging habitat for the Indiana and Northern Long-eared Bat within the forested wetlands, tree-lined perimeters of the Site, and along the open water pond. To avoid an Article 11 Incidental Take Permit, NCES recommends that any tree clearing associated with the proposed project, be conducted from October 1st through March 31st.

If you have any questions regarding this evaluation, please do not hesitate to contact NCES at any time.

Sincerely,

North Country Ecological Services, Inc.

Luka Koziol
Assistant Ecologist

Attachments

References

- Cowardin, L.M., V. Carter, F.C. Gocet and E.T. Laroe. December 1979. Classification of Wetlands and Deepwater Habitats of the United States. USFWS Office of Biological Service, FWS/IOBL-79/31.

- Edinger, Gregory. 2014. Ecological Communities of New York State. New York Natural Heritage Program. 96 pgs.

- Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, US Army Engineer Waterway Experiment Station, Vicksburg, Mississippi.

- New York State Department of Environmental Conservation. Environmental Resource Mapper. Article 24 Freshwater Wetland Mapping; Ulster County, New York. On-line Resource Guide. http://www.state.ny.us.

- U.S. Department of Agriculture, Natural Resources Conservation Service. Web Soil Survey 3.2. Soil Survey of Ulster County. www.usda.gov.

- U. S. Fish and Wildlife Service. National Wetlands Inventory. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C.; Ulster County, New York. Online Resource. http://www.fws.gov/wetlands.

Photograph 1) Photo of the gravel drive and parking area that provides access to the central portion of the Site.

Photograph 2) Photo showing the farm equipment staging area located in the central portion of the Site.

Photograph 3) View looking north at the grassy fields located in the northern portions of the Site.

Photograph 4) Photo of the grassy hilltop located in the northern portions of the Site.

Photograph 5) View looking west at the shrub/tree boundary line.

Photograph 6) View looking west from the eastern fields.

Photograph 7) View looking northeast at the intermittent stream. This photo was taken from the culvert outlet.

Photograph 8) Photo of the intermittent stream located within Wetland Area 1.

Photograph 9) Photo of the intermittent stream as is merges into the open water pond, located in the northeastern corner of the Site.

Photograph 10) View looking south at Wetland Area 2, adjacent to flag #2A-7.

Photograph 11) View looking west at Wetland Area 2, adjacent to flag #2-4.

Photograph 12) View looking north at Wetland Area 3, adjacent to flag #3-14.

Photograph 13) View looking east at Wetland Area 4, adjacent to flag #4-2.

Photograph 14) View looking north at Wetland Area 4, adjacent to flag #4-17.

Photograph 15) View looking west from wetland flag #4-1 at the upland field.

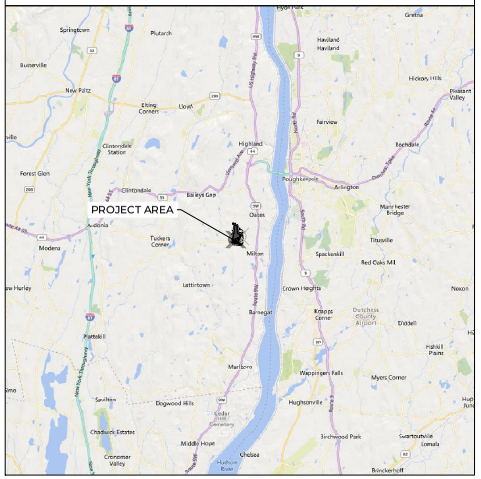
Photograph 16) Photo of the dense shrub-dominant vegetative community along the steep slopes of the intermittent stream.

OVERALL SITE PLAN

1" = 150'
0' 150' 300'

N

SYSTEM LOCATION



SYSTEM INFORMATION

COORDINATES	41.669018°N, 73.975930°W
PROPERTY ACREAGE	78.04
TAX ID #	95.4-3-7.21
APPLICANT NAME	HIGHLAND 201 SOLAR LLC
APPLICANT ADDRESS	110 WILLIAM ST, 24TH FL NEW YORK, NY 10038
APPLICANT PHONE NUMBER	(703) 485-6666
APPLICANT EMAIL	VGURUNG@CARSON-POWER.COM
PROPERTY OWNER NAME	ORGANIC VALLEY LLC C/O ROBERT TITANIC
PROPERTY OWNER ADDRESS	487 SOUTH AVE UNIT 1 BEACON, NY 12508
PROPERTY OWNER PHONE NUMBER	(914) 490-8458
PROPERTY OWNER EMAIL	RTITANIC@BORTECHNIC.COM

WETLAND SUMMARY TABLE

WETLAND ID	CENTRALIZED COORDINATES	SIZE (ACRES)	STREAM LENGTH (LF)	COVER TYPES
1	41°40'09.15", 73°58'26.17" (41.669 N, -73.975 W)	1.05	1260	Intermittent Stream Open Water Pond
2	41°40'05.50", 73°58'38.06" (41.668 N, -73.978 W)	0.94	N/A	Palustrine Emergent Wetland
3	41°40'11.11", 73°58'21.75" (41.670 N, -73.973 W)	0.68	N/A	Palustrine Emergent Wetland
4	41°40'09.15", 73°58'263.17" (41.669 N, -73.974 W)	0.60	N/A	Palustrine Emergent Wetland
TOTAL		3.27		

110 William Street
24th Floor
New York, NY 10038

DRAFT

HIGHLAND SOLAR
206 MILTON TURNPIKE
MARLBOROUGH, NY 12547

REV	DATE	DRAWN	CHECKED	DESCRIPTION
	07/08/24	TL	VG	WETLAND MAP

E-1.0
OVERALL SITE PLAN

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
Phone: (518) 402-8935 | Fax: (518) 402-8925
www.dec.ny.gov

06/19/2024

The attached report from the Environmental Resource Mapper includes information from the New York Natural Heritage Program database with respect to the location indicated on the map below. This letter, together with the attached report from the Environmental Resource Mapper, is equivalent to, and carries the same validity, as a letter from the New York Natural Heritage Program, including for projects where a Natural Heritage letter is required.

If your location of interest does not fall within an area covered by the Rare Plants and Rare Animals layer or in the Significant Natural Communities layer, then New York Natural Heritage has no records to report in the vicinity of your project site. Submitting a project screening request to NY Natural Heritage is not necessary.

If the attached report lists that your location of interest is in the vicinity of state-listed animals, including state-listed bats, please consult the **EAF Mapper** to obtain a list of the species involved. (You do not have to be filling out an Environmental Assessment Form in order to use the EAF Mapper). Then consult the appropriate **NYSDEC Regional Office** for information on any project requirements or permit conditions.

If the attached report lists unlisted animals, rare plants, or significant natural communities, and if you would like more information on these, please submit a project screening request to **New York Natural Heritage**. For more information, please see the DEC webpage **Request Natural Heritage Information for Project Screening**.

The absence of data does not necessarily mean that rare or state-listed species, significant natural communities, or other significant habitats do not exist on or adjacent to the proposed site. Rather, NYNHP files currently do not contain information that indicates their presence. For most sites, comprehensive field surveys have not been conducted. NYNHP cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other resources may be required to fully assess impacts on biological resources from a proposed project.

This response applies only to known occurrences of rare or state-listed animals and plants, significant natural communities, and other significant habitats maintained in the NYNHP database.

New York Natural Heritage Program

https://www.nynhp.org/.

Environmental Resource Mapper

The coordinates of the point you clicked on are:

UTM 18	**Easting:**	585260.8791208394	**Northing:**	4613623.092801497
Longitude/Latitude	**Longitude:**	-73.97578410923026	**Latitude:**	41.66981622138739

The approximate address of the point you clicked on is:
Milton, New York

County: Ulster
Town: Marlborough
USGS Quad: POUGHKEEPSIE

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
Email Address: fw5es_nyfo@fws.gov

In Reply Refer To: 06/19/2024 17:30:46 UTC
Project Code: 2024-0106203
Project Name: Milton Turnpike-Carson Power

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. **Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.**

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
(607) 753-9334

PROJECT SUMMARY

Project Code: 2024-0106203
Project Name: Milton Turnpike-Carson Power
Project Type: Power Gen - Solar
Project Description: The applicant proposes a solar field.
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@41.6711247,-73.97529120754143,14z

Counties: Ulster County, New York

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. This species only needs to be considered under the following conditions: ▪ This species only needs to be considered if the project includes wind turbine operations. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

REPTILES

NAME	STATUS
Bog Turtle *Glyptemys muhlenbergii* Population: Wherever found, except GA, NC, SC, TN, VA No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6962	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:	North Country Ecological Services, Inc.
Name:	Stephen George
Address:	25 West Fulton Street
Address Line 2:	Suite 3
City:	Gloversville
State:	NY
Zip:	12078
Email	capt.stephen1007@gmail.com
Phone:	5185276175

Attachment 10: Visual Impact Assessment

SARATOGA ASSOCIATES

Proposed Solar Facility

Site Name: Highland Solar
206 Milton Turnpike
Marlborough, NY 12547

VIEWSHED ANALYSIS AND VISUALLY SENSITIVE RESOURCE SUMMARY MEMO

Prepared for:
Carson Power
110 William Street
24th Floor
New York, NY
10038

September 4, 2024

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SARATOGA ASSOCIATES

INTRODUCTION

Highland Solar ("Applicant") seeks approval to construct a 4.1 MW (AC) solar project ("Project") to be located on an approximately 75-acre piece of private property, wholly within the Town of Marlborough, NY. The parcel is located between Mahoney Rd to the north and Milton Turnpike to the south. To address issues of potential visual impact, Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners, P.C. was retained to conduct a preliminary viewshed analysis and visually sensitive resource (VSR) summary. This memo provides an overview of the results.

The visual study area (VSA) utilized for this memo extends to a two-mile radius from the Project. The VSA includes portions of the City of Poughkeepsie, and the Towns of Lloyd, Poughkeepsie, and Marlborough. Because much of the Project area is patchworked with forested stands, wooded windbreaks and fields of orchards mixed with medium density residential properties, potential visibility is limited and viewpoints are largely focused within a half-mile radius.

SUMMARY & RECOMMENDATION

Based on the viewshed analysis and identified VSRs within the VSA, we suggest line-of-sight analyses (or visual simulations if requested) be developed from receptors number 9, 10, 11, and 12. See Figure 1 and 2 for locations of the individual viewpoints.

VIEWSHED ANALYSIS & METHODOLOGY

Viewshed mapping identifies the geographic area within which there is a relatively high probability that some portion of the proposed Project could be visible.

A viewshed overlay was prepared illustrating the screening effect of topography, existing vegetation and built structures. Global Mapper 19.0 GIS software was used to generate the viewshed area based on publicly available lidar data. Topographic data was derived 2-meter resolution digital elevation models (DEM) acquired from the New York State GIS Clearinghouse.[1] Using Global Mapper's viewshed analysis tool, the proposed Project location and height were input and a conservative offset of six feet was applied to account for the observer's eye level. The resulting viewshed identifies grid cells with a direct line-of-sight to the panel height.

Their primary purpose of the viewshed analysis is to provide a general understanding of the Project's potential visibility and implement it as a tool to help identify areas/viewpoints where further investigation is appropriate.

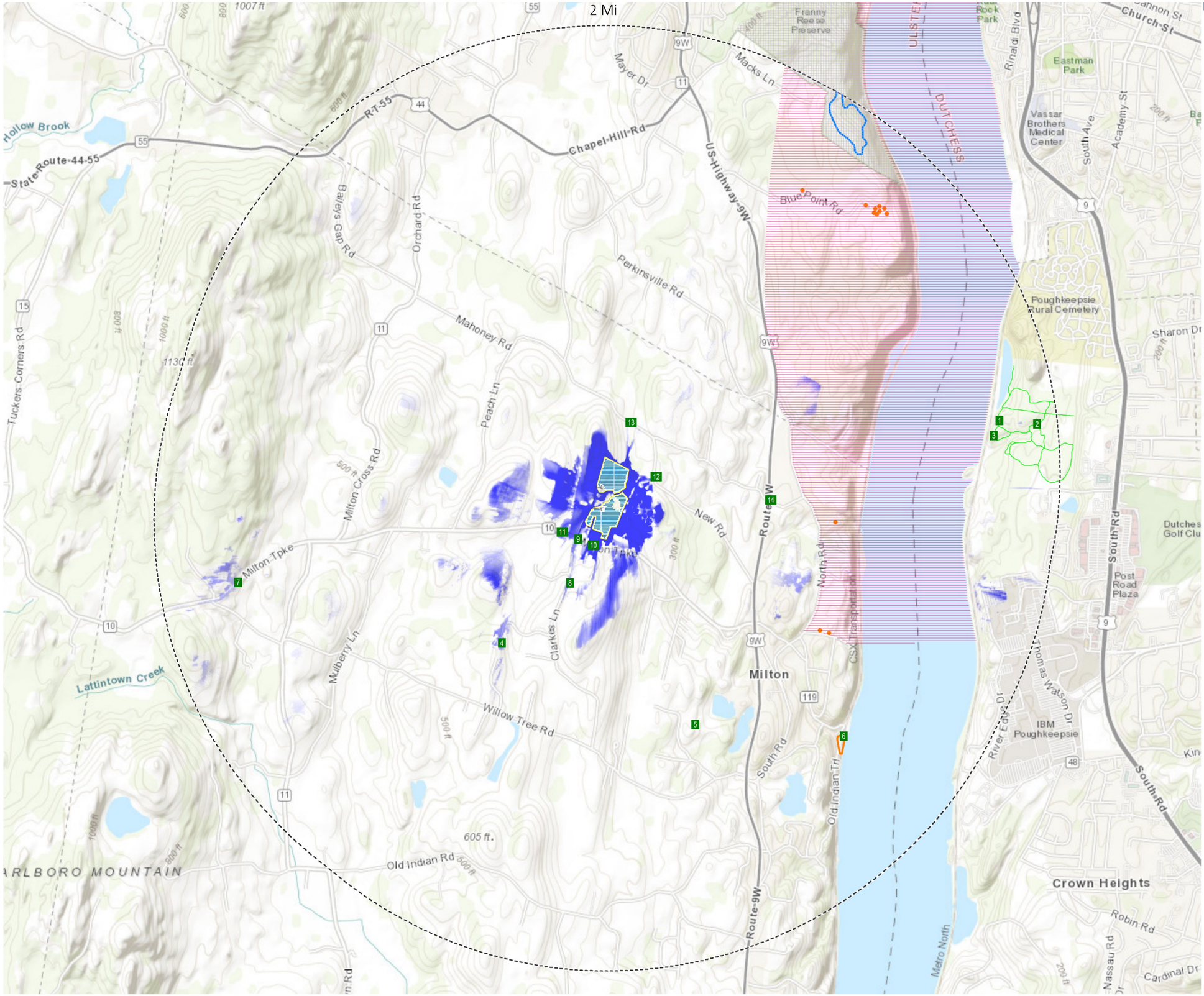
[1] https://orthos.dhses.ny.gov/

Figure 1 illustrates areas of potential Project visibility within the VSA. Figure 2 provides a more localized assessment of potential Project visibility by displaying a ½-mile study area.

Of the 9,156 acres within the VSA, a view of the proposed project is theoretically possible from approximately 568 acres or 6.2%.

Visual Resources within 2-mile visual study area (VSA)

VP #	*Location*	*Description*
1	Locust Grove Estate (The Lane Loop Trail)	Historic, cultural and recreational resource
2	Locust Grove Estate (The Lakeside Trail)	Historic, cultural and recreational resource
3	Locust Grove Estate (The Saw Mill Trail)	Historic, cultural and recreational resource
4	Bill's Lane	Residential resource
5	Cluett Schantz Memorial Park	Recreational resource
6	Milton Landing Park (Milton-on-Hudson Station)	NRHP-Listed resource
7	Milton Turnpike	High-use public resource
8	Clarks Lane	Residential Resource
9	Intersection of Milton Turnpike and Clarks Lane	Residential Resource
10	Milton Turnpike	Residential Resource/Adjacent roadway
11	Milton Turnpike	Residential Resource/Adjacent roadway
12	New Rd	Residential Resource/Adjacent roadway
13	Mahoney Rd	Residential Resource/Adjacent roadway
14	State Route 9W	High-use public resource



VISIBILITY STUDY

Highland Solar Project

Figure 1: 2-Mile Radius Viewshed

Town of Marlborough, Ulster County, NY

Legend

- Access Road
- Fenceline
- Solar Arrays
- 2-Mile Radius
- # Viewpoint

Visually Sensitive Resources

- Franny Reese State Park
- SASS Areas
- National Register Districts
- Trails (Fanny Reese State Park)
- Trails (Locust Grove Estate)
- National Register Structures

Viewshed Area

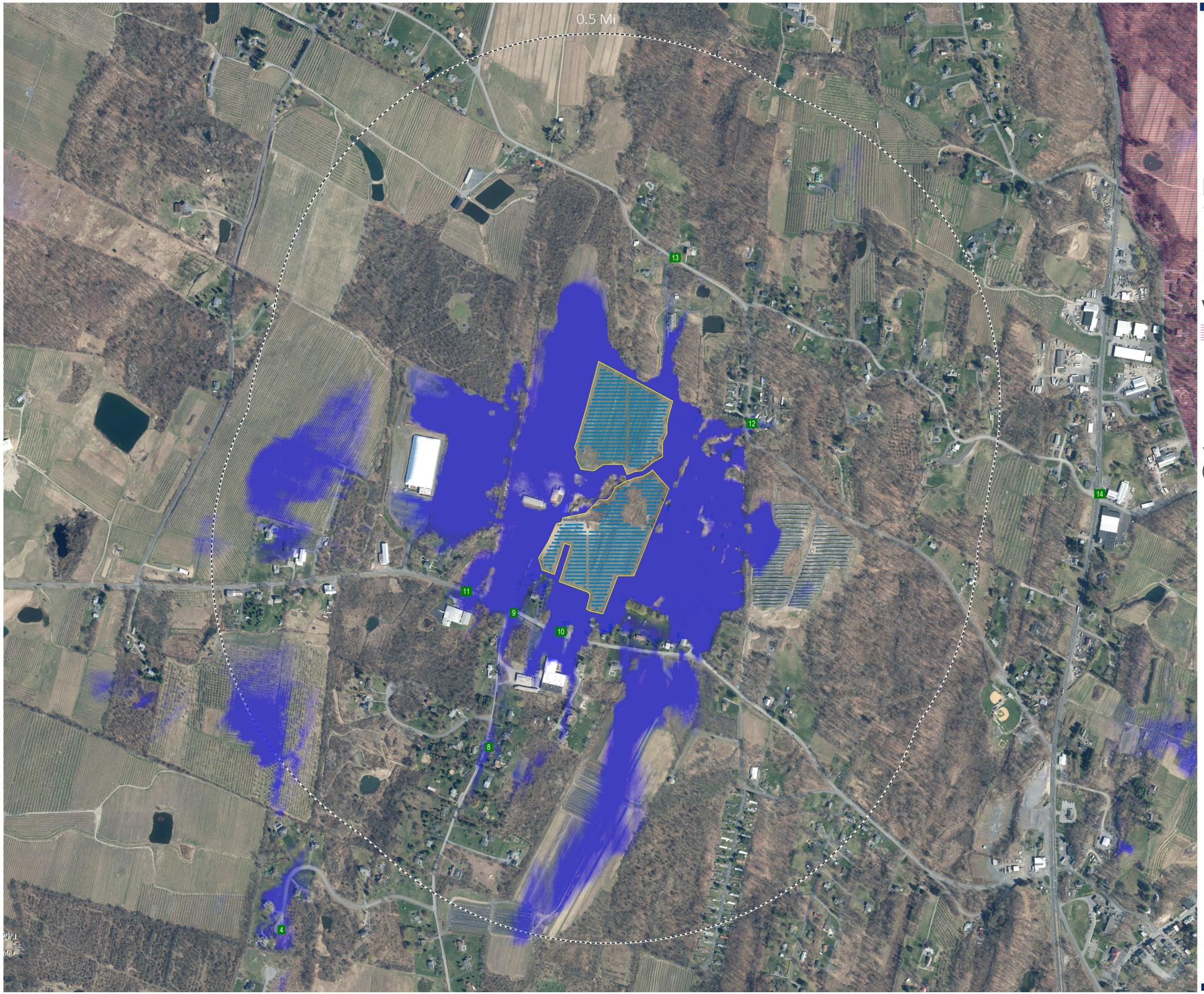
(Includes screening from veg. and structures)

Fewer Arrays Visible — More Arrays Visible

0 ft — 2000 ft — 4000 ft

SARATOGA ASSOCIATES

CarsonPower Renewable Energy



VISIBILITY STUDY

Highland Solar Project

Figure 2: 1/2-Mile Radius Viewshed

Town of Marlborough, Ulster County, NY

Legend

- Access Road
- 1/2-Mile Radius
- Fenceline
- Solar Arrays
- # Viewpoint

Visually Sensitive Resources

- SASS Areas

Viewshed Area

(Includes screening from veg. and structures)

Fewer Arrays Visible — More Arrays Visible

250 ft 750 ft 1500 ft

SARATOGA ASSOCIATES

CarsonPower Renewable Energy

Attachment 11: SGHAT Glare Study

Albany New York 12205
Main: 877 627 3772

Colliers Engineering & Design

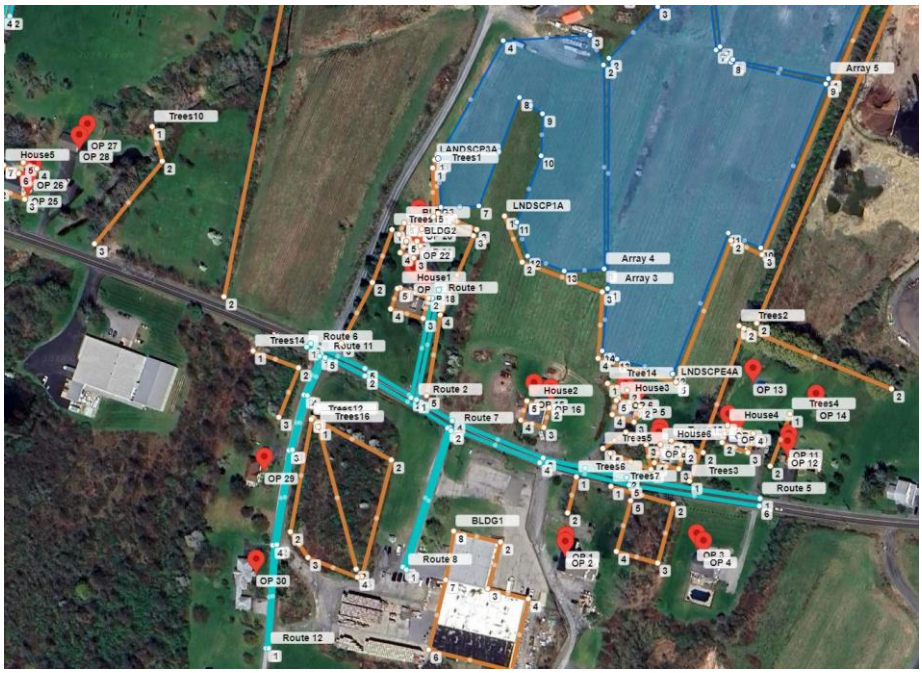
Memorandum

To:	Carson Power
From:	Elizabeth Myers, PMP / Certified Glare Analyst
Date:	August 29, 2024
Subject:	Highlands Glare Study
Project No.:	24008824A

Collier's Engineering & Design (CED) performed an analysis on the array areas of the proposed solar project site in Milton, Ulster County, NY.

Information was provided by Carson Power and their client in order to complete this study. The project's fixed-tilt panels were programmed to a 25-degree tilt facing south at 180° with an assumed midpoint height of 6-feet from the ground. It was further assumed that these panels are constructed of Smooth Glass with an Anti-Reflective coating.

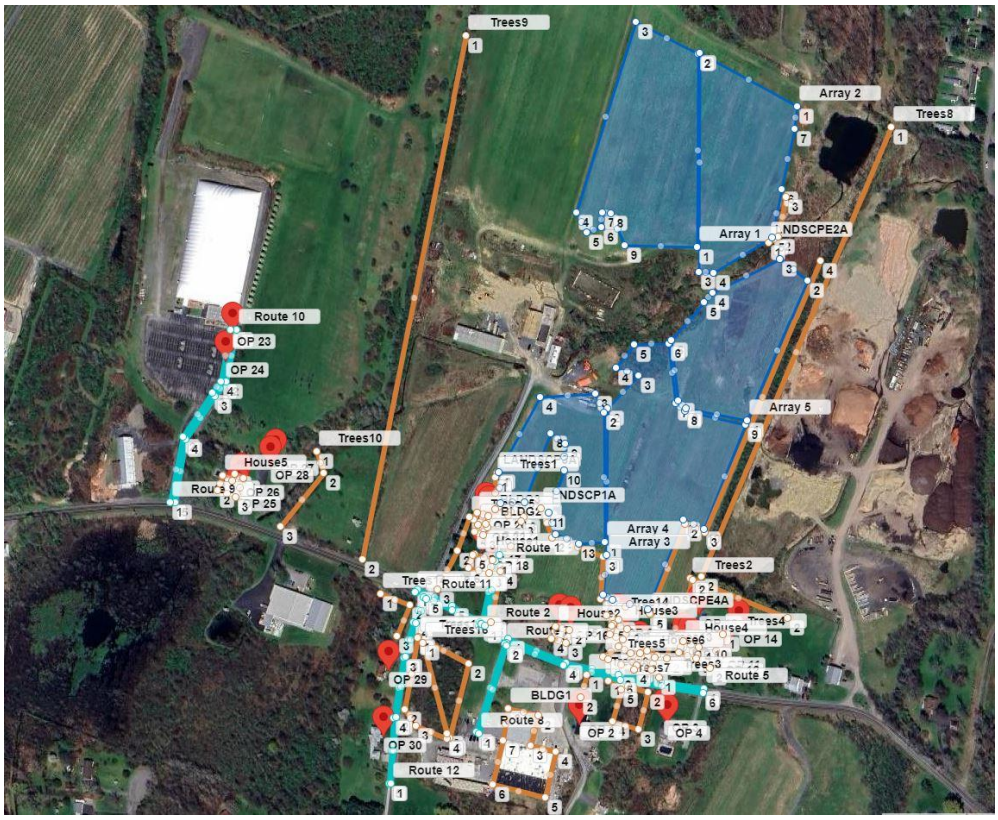
Through extensive cross-checking, it was found that a 25-degree resting angle facing 180 degrees south with existing foliage, local structures, and small lines of 6-to-8-foot landscaping provided by the developer considered, NO GLARE over the course of an entire year is predicted to affect the areas surrounding the proposed project.



Colliers Engineering & Design

In the graphics presented below and on the following pages, Red Markers represent Observation Points, and Brown Lines represent both existing foliage in the area and the proposed landscaping plan, as well as additional structures in between study points and the array areas.

Colliers
Engineering & Design



The above conclusion is arrived at by utilizing *ForgeSolar* software and individually studying variables, such as existing foliage, additional proposed landscaping and structures, as well as different equipment settings if needed, at the proposed site location. Technical reporting output by the *ForgeSolar* program is included in the pages that follow.

Methodology

(Source Information: https://forgesolar.com/help/#intro)

Collier's Engineering & Design (CED) offers staff specifically trained on glare analyses utilizing *ForgeSolar*, a web-based interactive software that provides a quantified assessment of (1) when and where glare is predicted to occur throughout the year for a prescribed solar installation, and (2) potential effects on the human eye at locations where glare is predicted to occur. *ForgeSolar* is based on the Solar Glare Hazard Analysis Tool ("SGHAT") licensed from Sandia National Laboratories.

These tools meet the FAA standards for glare analysis.

Determination of glare occurrence requires knowledge of the following: sun position, observer location, and the tilt, orientation, location, extent, and optical properties of the modules in the solar array. Vector algebra is then used to determine if glare is likely to be visible from the prescribed observation points.

If glare is predicted, the software calculates the retinal irradiance and subtended angle (size/distance) of the glare source to predict potential ocular hazards ranging from temporary after-image to more severe possible retinal damage. These results are presented in a simple, easy-to-interpret plot that specifies when glare is predicted to occur throughout the year, with color codes indicating the potential ocular hazard.

Background Information

Glint is typically defined as a momentary flash of bright light, often caused by a reflection off a moving source. A typical example of glint is a momentary solar reflection from a moving car, or "catching" something bright out of the corner of your eye.

Glare is defined as a continuous source of bright light. Glare is generally associated with stationary objects, which, due to the slow relative movement of the sun, reflect sunlight for a longer duration.

The difference between glint and glare is duration. Industry-standard glare analysis tools evaluate the occurrence of glare on a minute-by-minute basis; accordingly, they generally refer to solar hazards as 'glare.'

The ocular impact of solar glare is quantified into three categories (Ho, 2011):

1. Green – Unproblematic shine. Low potential to cause after-image. This type of glare can be compared to noticing something shiny in the distance.

2. Yellow - Potential to cause temporary after-image (flash blindness). This type of glare is much like sunrise and sunset glare for drivers who struggle to find the perfect angle for car visors so they can continue to operate their vehicle safely while traveling through areas of such glare.
   a. Standard levels of yellow glare can, for the most part, be handled with relative ease utilizing slatted fencing or local-foliage landscape mitigation measures.
   b. Only extremely high levels of this type of glare (in the area of the chart to the right labeled as "direct viewing of the sun" which is uncommon to find with PV installations) would be considered an insurmountable hurdle to a PV installation of any size.
   c. High levels/intensities and long durations are different factors.

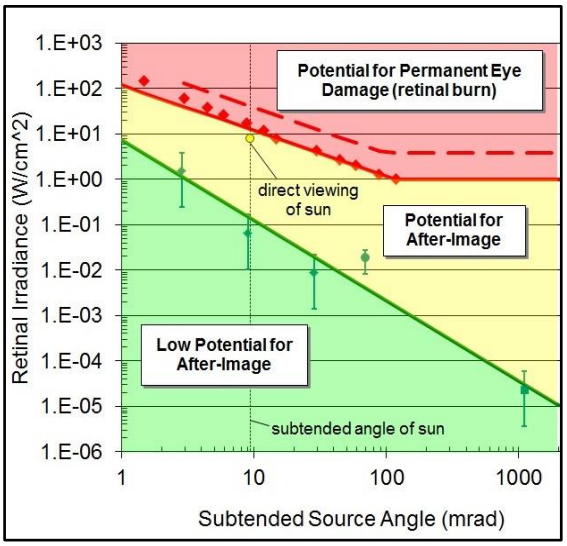


Figure 1 – From *ForgeSolar* website (sample glare hazard plot defining ocular impact as function of retinal irradiance and subtended source angle *(Ho, 2011)*)

3. Red - Potential to cause retinal burn (permanent eye damage). PV modules do not focus reflected sunlight and therefore retinal burn (RED glare) is typically not possible.
   d. This is the ONLY type of glare that would be considered an insurmountable hurdle to a PV installation of any size.

These categories assume a typical blink response in the observer.

Note that retinal burn is typically not possible for PV glare since PV modules do not focus reflected sunlight. They are, in fact, designed to absorb as much sunlight as possible.

To further put glare into perspective, the following is presented.

YELLOW glare such as in the graphic to the right could only be seen when standing directly next to project panels at the perfect angle when the sun is in a perfect place—indeed the point of a photographer standing directly by these panels and waiting for the perfect moment to capture this image. It is also possible that the panels in the picture shown do not have an anti-reflective coating.

Solar panel showing solar glare

GREEN glare, as illustrated directly to the right, is the more common occurrence with solar projects—a noticeable shiny area (in the northwest area) as compared to panels where the sun is not quite in perfect alignment yet.

Even so, the effect of this noticeable shine to certain areas of the project area is still seen from a relatively close up vantage point and at the optimal height this image was captured, possibly by a drone.

A similarly sized project in the distance, closer to the horizon of the photo would be unlikely to show even the levels of green glare that the system in the foreground reflects.

ForgeSolar

Highland Solar
Highland_Routes_OPs_8ftand6ft_LNDSCP

Client: Carson Power

Created Aug 28, 2024
Updated Aug 28, 2024
Time-step 1 minute
Timezone offset UTC-5
Minimum sun altitude 0.0 deg
Site ID 127863.21751

Project type Advanced
Project status: active
Category 1 MW to 5 MW

Misc. Analysis Settings

DNI: **varies (1,000.0 W/m^2 peak)**
Ocular transmission coefficient: **0.5**
Pupil diameter: **0.002 m**
Eye focal length: **0.017 m**
Sun subtended angle: **9.3 mrad**

PV Analysis Methodology: **Version 2**
Enhanced subtended angle calculation: **On**

Summary of Results No glare predicted!

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
Array 1	25.0	180.0	0	0	-
Array 2	25.0	180.0	0	0	-
Array 3	25.0	180.0	0	0	-
Array 4	25.0	180.0	0	0	-
Array 5	25.0	180.0	0	0	-

Component Data

PV Array(s)

Total PV footprint area: 20.9 acres

Name: Array 1
Footprint area: 5.2 acres
Axis tracking: Fixed (no rotation)
Tilt: 25.0 deg
Orientation: 180.0 deg

Rated power: -
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.669482	-73.974432	349.52	6.00	355.52
2	41.671273	-73.974424	398.60	6.00	404.60
3	41.671576	-73.975196	440.62	6.00	446.62
4	41.669804	-73.975936	410.45	6.00	416.45
5	41.669620	-73.975808	406.37	6.00	412.37
6	41.669668	-73.975625	404.16	6.00	410.16
7	41.669804	-73.975614	406.86	6.00	412.86
8	41.669796	-73.975507	403.83	6.00	409.83
9	41.669500	-73.975336	389.43	6.00	395.43

Name: Array 2
Footprint area: 4.0 acres
Axis tracking: Fixed (no rotation)
Tilt: 25.0 deg
Orientation: 180.0 deg

Rated power: -
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.670790	-73.973190	330.47	6.00	336.47
2	41.671285	-73.974399	397.60	6.00	403.60
3	41.669251	-73.974413	347.66	6.00	353.66
4	41.669243	-73.974230	343.14	6.00	349.14
5	41.669572	-73.973501	331.57	6.00	337.57
6	41.670021	-73.973383	329.70	6.00	335.70
7	41.670582	-73.973222	329.72	6.00	335.72

Name: Array 3
Footprint area: 5.6 acres
Axis tracking: Fixed (no rotation)
Tilt: 25.0 deg
Orientation: 180.0 deg

Rated power: -
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.666623	-73.975561	410.13	6.00	416.13
2	41.667985	-73.975550	384.52	6.00	390.52
3	41.668290	-73.975164	371.68	6.00	377.68
4	41.668362	-73.975443	377.34	6.00	383.34
5	41.668578	-73.975218	364.57	6.00	370.57
6	41.668586	-73.974788	359.92	6.00	365.92
7	41.668033	-73.974703	362.99	6.00	368.99
8	41.667961	-73.974585	364.43	6.00	370.43
9	41.667833	-73.973834	357.07	6.00	363.07
10	41.666863	-73.974348	378.95	6.00	384.95
11	41.666951	-73.974606	383.52	6.00	389.52
12	41.666118	-73.975046	414.86	6.00	420.86
13	41.666206	-73.975486	420.46	6.00	426.46
14	41.666254	-73.975604	420.30	6.00	426.30

Name: Array 4
Footprint area: 2.6 acres
Axis tracking: Fixed (no rotation)
Tilt: 25.0 deg
Orientation: 180.0 deg

Rated power: -
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.666741	-73.975585	406.52	6.00	412.52
2	41.667945	-73.975590	386.87	6.00	392.87
3	41.668121	-73.975700	386.35	6.00	392.35
4	41.668089	-73.976387	392.17	6.00	398.17
5	41.667392	-73.976902	408.30	6.00	414.30
6	41.667104	-73.976880	415.67	6.00	421.67
7	41.667112	-73.976580	415.65	6.00	421.65
8	41.667753	-73.976258	400.03	6.00	406.03
9	41.667657	-73.976076	401.86	6.00	407.86
10	41.667408	-73.976087	406.92	6.00	412.92
11	41.667015	-73.976280	416.59	6.00	422.59
12	41.666815	-73.976194	419.36	6.00	425.36
13	41.666727	-73.975904	414.68	6.00	420.68

Name: Array 5
Footprint area: 3.4 acres
Axis tracking: Fixed (no rotation)
Tilt: 25.0 deg
Orientation: 180.0 deg

Rated power: -
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.667867	-73.973813	356.37	6.00	362.37
2	41.669169	-73.973062	331.17	6.00	337.17
3	41.669370	-73.973400	331.42	6.00	337.42
4	41.669057	-73.974237	344.51	6.00	350.51
5	41.668969	-73.974344	346.41	6.00	352.41
6	41.668616	-73.974752	359.04	6.00	365.04
7	41.668055	-73.974671	362.02	6.00	368.02
8	41.667979	-73.974569	363.89	6.00	369.89

Route Receptor(s)

Name: Route 1
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.666567	-73.976947	431.75	4.50	436.25
2	41.665978	-73.977118	434.32	4.50	438.82

Name: Route 10
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.668710	-73.980165	428.13	8.50	436.63
2	41.668235	-73.980293	423.14	8.50	431.64
3	41.668093	-73.980430	421.06	8.50	429.56
4	41.667694	-73.980798	413.27	8.50	421.77
5	41.667109	-73.980929	411.56	8.50	420.06

Name: Route 11
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.666225	-73.977839	430.26	4.50	434.76
2	41.665995	-73.977965	436.00	4.50	440.50
3	41.665668	-73.978083	443.08	4.50	447.58
4	41.665107	-73.978211	448.96	4.50	453.46
5	41.664498	-73.978262	456.95	4.50	461.45

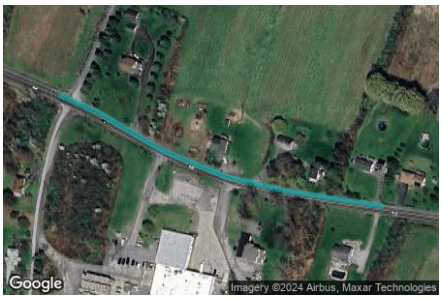
Name: Route 12
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.664496	-73.978241	456.64	8.50	465.14
2	41.665111	-73.978177	448.91	8.50	457.41
3	41.665672	-73.978056	442.82	8.50	451.32
4	41.665991	-73.977935	435.75	8.50	444.25
5	41.666215	-73.977798	431.08	8.50	439.58

Name: Route 2
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.665966	-73.977075	434.00	8.50	442.50
2	41.666618	-73.976895	429.66	8.50	438.16

Name: Route 5
Route type Two-way
View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.665382	-73.974352	410.02	4.50	414.52
2	41.665506	-73.975409	436.95	4.50	441.45
3	41.665623	-73.976069	439.14	4.50	443.64
4	41.665843	-73.976788	435.50	4.50	440.00
5	41.666152	-73.977480	432.94	4.50	437.44
6	41.666300	-73.977909	426.65	4.50	431.15

Name: Route 6
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.666280	-73.977941	426.83	8.50	435.33
2	41.666108	-73.977480	433.11	8.50	441.61
3	41.665803	-73.976809	436.15	8.50	444.65
4	41.665595	-73.976096	439.36	8.50	447.86
5	41.665462	-73.975388	436.33	8.50	444.83
6	41.665338	-73.974358	410.79	8.50	419.29

Name: Route 7
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.665798	-73.976828	436.06	4.50	440.56
2	41.664978	-73.977182	448.75	4.50	453.25

Name: Route 8
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.664962	-73.977152	449.28	8.50	457.78
2	41.665782	-73.976801	436.44	8.50	444.94

Name: Route 9
Route type Two-way
View angle: 50.0 deg

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	41.667111	-73.980988	410.66	4.50	415.16
2	41.667718	-73.980830	412.99	4.50	417.49
3	41.668131	-73.980462	421.65	4.50	426.15
4	41.668235	-73.980352	423.01	4.50	427.51
5	41.668712	-73.980242	427.96	4.50	432.46

Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	41.665072	-73.975895	450.11	5.50	455.61
OP 2	41.665038	-73.975899	450.56	15.00	465.56
OP 3	41.665088	-73.974857	421.17	5.50	426.67
OP 4	41.665041	-73.974806	422.44	15.00	437.44
OP 5	41.665933	-73.975327	429.60	5.50	435.10
OP 6	41.665973	-73.975423	430.08	15.00	445.08
OP 7	41.665713	-73.975149	431.33	5.50	436.83
OP 8	41.665683	-73.975160	431.57	15.00	446.57
OP 9	41.665793	-73.974608	408.01	5.50	413.51
OP 10	41.665769	-73.974538	406.69	15.00	421.69
OP 11	41.665675	-73.974128	405.65	5.50	411.15
OP 12	41.665631	-73.974141	406.89	15.00	421.89
OP 13	41.666063	-73.974415	393.45	5.50	398.95
OP 14	41.665913	-73.973916	392.85	5.50	398.35
OP 15	41.665975	-73.976147	433.80	5.50	439.30
OP 16	41.665947	-73.976013	434.21	15.00	449.21
OP 17	41.666656	-73.977102	429.17	5.50	434.67
OP 18	41.666600	-73.977008	431.21	15.00	446.21
OP 19	41.667007	-73.977058	421.56	5.50	427.06
OP 20	41.666973	-73.977031	422.57	15.00	437.57
OP 21	41.666876	-73.977038	424.54	5.50	430.04
OP 22	41.666859	-73.977050	424.84	15.00	439.84
OP 23	41.668678	-73.980221	427.69	5.50	433.19
OP 24	41.668417	-73.980307	425.72	5.50	431.22
OP 25	41.667177	-73.980153	413.82	5.50	419.32
OP 26	41.667275	-73.980110	416.64	15.00	431.64
OP 27	41.667506	-73.979683	411.98	5.50	417.48
OP 28	41.667442	-73.979747	413.38	15.00	428.38
OP 29	41.665537	-73.978280	447.40	5.50	452.90
OP 30	41.664932	-73.978344	452.83	5.50	458.33

Obstruction Components

Name: BLDG1
Upper edge height: 30.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665192	-73.976781	446.36
2	41.665127	-73.976408	449.45
3	41.664849	-73.976510	451.98
4	41.664791	-73.976191	452.36
5	41.664366	-73.976322	455.93
6	41.664488	-73.976980	456.28
7	41.664901	-73.976845	452.39
8	41.665192	-73.976781	446.36

Name: BLDG2
Upper edge height: 15.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666904	-73.977154	423.82
2	41.666878	-73.977043	424.54
3	41.666806	-73.977097	425.44
4	41.666837	-73.977201	423.75
5	41.666904	-73.977154	423.82

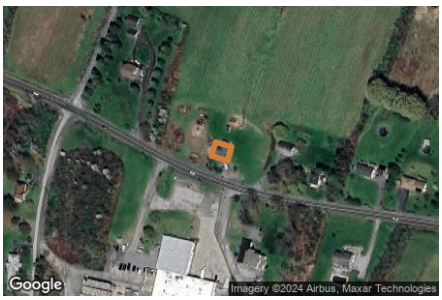
Name: BLDG3
Upper edge height: 15.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667014	-73.977172	420.46
2	41.666979	-73.977028	422.24
3	41.666906	-73.977067	424.28
4	41.666947	-73.977211	420.58
5	41.667014	-73.977172	420.46

Name: House1
Upper edge height: 21.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666630	-73.977202	429.24
2	41.666570	-73.976977	431.90
3	41.666450	-73.977022	433.90
4	41.666504	-73.977277	430.99
5	41.666624	-73.977226	428.94

Name: House2
Upper edge height: 21.0 ft



Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665959	-73.976199	433.66
2	41.665921	-73.976022	435.26
3	41.665805	-73.976068	437.34
4	41.665847	-73.976250	435.09
5	41.665959	-73.976199	433.66

Name: House3
Upper edge height: 21.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665977	-73.975475	429.69
2	41.665929	-73.975303	428.69
3	41.665837	-73.975354	432.13
4	41.665881	-73.975523	431.21
5	41.665963	-73.975494	429.98

Name: House4
Upper edge height: 21.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665815	-73.974611	407.32
2	41.665715	-73.974656	410.70
3	41.665655	-73.974450	407.14
4	41.665765	-73.974410	404.39
5	41.665815	-73.974611	407.32

Name: House5
Upper edge height: 21.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667356	-73.980338	418.02
2	41.667224	-73.980397	415.82
3	41.667155	-73.980175	413.64
4	41.667334	-73.980076	416.39
5	41.667372	-73.980183	420.35
6	41.667308	-73.980220	418.85
7	41.667356	-73.980338	418.02

Name: House6
Upper edge height: 21.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665704	-73.975140	430.90
2	41.665666	-73.974961	423.30
3	41.665557	-73.974998	425.97
4	41.665594	-73.975189	432.18
5	41.665704	-73.975140	430.90

Name: LANDSCP3A
Upper edge height: 6.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667385	-73.976926	408.15
2	41.667071	-73.976902	417.28
3	41.666972	-73.976593	419.85

Name: LNDSCP1A
Upper edge height: 8.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667054	-73.976375	416.32
2	41.666781	-73.976235	419.52
3	41.666605	-73.975602	411.08
4	41.666212	-73.975637	421.69
5	41.666068	-73.975018	414.97

Name: LNDSCPE2A
Upper edge height: 6.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.669521	-73.973538	332.13
2	41.669579	-73.973426	331.26
3	41.669948	-73.973327	328.70

Name: LNDSCPE4A
Upper edge height: 6.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666072	-73.975020	414.97
2	41.666910	-73.974582	383.05
3	41.666826	-73.974336	379.02
4	41.669356	-73.972905	330.48

Name: Tree14
Upper edge height: 25.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666062	-73.975560	426.12
2	41.666023	-73.975406	428.26

Name: Trees1
Upper edge height: 15.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667340	-73.976947	409.27
2	41.667049	-73.976941	418.31
3	41.666937	-73.976622	421.28
4	41.666470	-73.976885	433.19
5	41.665993	-73.976995	434.17

Name: Trees10
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.667582	-73.979167	408.42
2	41.667380	-73.979084	406.42
3	41.666889	-73.979621	412.01

Name: Trees11
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665859	-73.977896	437.15
2	41.665610	-73.977273	439.36
3	41.664921	-73.977509	451.34

Name: Trees12
Upper edge height: 30.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665851	-73.977906	437.43
2	41.665186	-73.978069	447.79
3	41.665034	-73.977930	448.81
4	41.664917	-73.977541	451.04

Name: Trees13
Upper edge height: 18.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665729	-73.975054	426.48
2	41.665657	-73.974805	417.13

Name: Trees14
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666257	-73.978367	420.33
2	41.666157	-73.978008	432.31
3	41.665864	-73.978163	439.80

Name: Trees15
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666974	-73.977266	417.42
2	41.666661	-73.977420	423.31
3	41.666301	-73.977668	429.87

Name: Trees16
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665807	-73.977851	437.90
2	41.664965	-73.977550	449.93

Name: Trees2
Upper edge height: 35.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.666406	-73.974522	390.83
2	41.666033	-73.973312	386.00

Name: Trees3
Upper edge height: 30.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665486	-73.974911	421.73
2	41.666390	-73.974484	390.60

Name: Trees4
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665885	-73.974117	394.71
2	41.665574	-73.974272	406.80

Name: Trees5
Upper edge height: 27.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665678	-73.975600	436.68
2	41.665775	-73.975415	433.80
3	41.665704	-73.975257	433.46
4	41.665556	-73.975219	432.77
5	41.665652	-73.975538	438.01

Name: Trees6
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665510	-73.975809	439.41
2	41.665298	-73.975879	445.92

Name: Trees7
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.665454	-73.975536	440.13
2	41.665350	-73.975042	423.05
3	41.665003	-73.975166	432.54
4	41.665071	-73.975490	447.61
5	41.665370	-73.975380	438.68

Name: Trees8
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.670596	-73.972022	324.95
2	41.666420	-73.974383	389.72

Name: Trees9
Upper edge height: 20.0 ft

Vertex	Latitude	Longitude	Ground elevation
	deg	deg	ft
1	41.671443	-73.977312	417.70
2	41.666578	-73.978599	417.11

Summary of PV Glare Analysis

PV configuration and total predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File
	deg	deg	min	min	kWh	
Array 1	25.0	180.0	0	0	-	-
Array 2	25.0	180.0	0	0	-	-
Array 3	25.0	180.0	0	0	-	-
Array 4	25.0	180.0	0	0	-	-
Array 5	25.0	180.0	0	0	-	-

PV & Receptor Analysis Results

Results for each PV array and receptor

Array 1 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
OP: OP 28	0	0
OP: OP 29	0	0
OP: OP 30	0	0
Route: Route 1	0	0
Route: Route 10	0	0
Route: Route 11	0	0
Route: Route 12	0	0
Route: Route 2	0	0
Route: Route 5	0	0
Route: Route 6	0	0
Route: Route 7	0	0
Route: Route 8	0	0
Route: Route 9	0	0

No glare found

Array 2 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
OP: OP 28	0	0
OP: OP 29	0	0
OP: OP 30	0	0
Route: Route 1	0	0
Route: Route 10	0	0
Route: Route 11	0	0
Route: Route 12	0	0
Route: Route 2	0	0
Route: Route 5	0	0
Route: Route 6	0	0
Route: Route 7	0	0
Route: Route 8	0	0
Route: Route 9	0	0

No glare found

Array 3 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
OP: OP 28	0	0
OP: OP 29	0	0
OP: OP 30	0	0
Route: Route 1	0	0
Route: Route 10	0	0
Route: Route 11	0	0
Route: Route 12	0	0
Route: Route 2	0	0
Route: Route 5	0	0
Route: Route 6	0	0
Route: Route 7	0	0
Route: Route 8	0	0
Route: Route 9	0	0

No glare found

Array 4 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
OP: OP 28	0	0
OP: OP 29	0	0
OP: OP 30	0	0
Route: Route 1	0	0
Route: Route 10	0	0
Route: Route 11	0	0
Route: Route 12	0	0
Route: Route 2	0	0
Route: Route 5	0	0
Route: Route 6	0	0
Route: Route 7	0	0
Route: Route 8	0	0
Route: Route 9	0	0

No glare found

Array 5 no glare found

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
OP: OP 28	0	0
OP: OP 29	0	0
OP: OP 30	0	0
Route: Route 1	0	0
Route: Route 10	0	0
Route: Route 11	0	0
Route: Route 12	0	0
Route: Route 2	0	0
Route: Route 5	0	0
Route: Route 6	0	0
Route: Route 7	0	0
Route: Route 8	0	0
Route: Route 9	0	0

No glare found

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not automatically account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
- Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values and results may vary.
- The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
- Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
- The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more informatio on potential glare hazards. (See previous point on related limitations.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcome encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.

Attachment 12: Memorandum of Lease

ULSTER COUNTY – STATE OF NEW YORK
NINA POSTUPACK, COUNTY CLERK
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH

BOOK/PAGE: 7331 / 122
INSTRUMENT #: 2024-2618

Receipt#: 2024018098
Clerk: SM
Rec Date: 03/13/2024 09:04:47 AM
Doc Grp: D
Descrip: OPTION / RELEASE OF OPTION
Num Pgs: 7
Rec'd Frm: J.S. LAND SERVICES

Party1: ORGANIC VALLEY LLC
Party2: CARSON POWER LLC
Town: LLOYD

Recording:	
Cover Page	5.00
Recording Fee	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	80.00
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	0.00
Total:	80.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 3334
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

WARNING*
*** Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Nina Postupack
Nina Postupack
Ulster County Clerk

RETURN TO:

CARSON POWER LLC
110 WILLIAM ST. 24TH FLOOR
NEW YORK, NEW YORK 10038
Email: legal@carson-power.com

MEMORANDUM OF OPTION AND GROUND LEASE

THIS MEMORANDUM OF OPTION AND GROUND LEASE (this "Memorandum"), dated this 29th day of November, 2023, is made by and between **Organic Valley LLC**, having an address at 487 South Ave Unit 1 Beacon, NY 12508 (collectively, "Landlord"), and **CARSON POWER LLC**, a Delaware limited liability company having an address at 222 Broadway, 27th Floor, New York, New York 10038 ("Tenant"), in light of the following facts and circumstances:

WHEREAS, Landlord and Tenant are parties to that certain Option and Ground Lease, dated as of November 29th, 2023 (as the same may be hereafter amended or modified, the "Lease"), pursuant to which Landlord has granted an option to lease to Tenant and Tenant has accepted such option to lease from Landlord with respect to that certain real property located in Ulster County, Town of Marlborough at Milton Tpke, New York (Tax Parcel ID # 95.4-3-7.210, 95.4-3-7.210, 95.4-3-7.220), more particularly described on the attached Exhibit A (the "Property"); and

WHEREAS, Landlord and Tenant desire to execute and acknowledge this Memorandum for the purpose of providing constructive notice of the Lease as set forth below.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Memorandum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Grant. Landlord hereby grants to Tenant the exclusive right and option (the "Option") to lease the Lease Area and to acquire associated easements in order to install, operate and maintain the Facility thereon.

3. Option Term. The term of the Option began on the Option Effective Date and will terminate at 11:59 p.m. on the one-hundred eightieth (180th) day after the Option Effective Date.

4. Lease Term. If exercised, the Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period. Landlord and Tenant intend that the term of the Lease (including all extension periods) shall not extend beyond forty-nine (49) years.

(i) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:

(A) Delivery by Tenant of notice of termination in accordance with Section 5(b); or

(B) At 11:59 pm on the 365th day after the commencement of the Development and Construction Period, except that Tenant shall have the right, on no less than thirty day's written notice to Landlord, to extend such Period for up to three (3) additional periods of six (6) months each in the event Tenant experiences permitting and interconnection delays, Force Majeure, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority. If Construction mobilization has commenced within the Development and Construction Period or any extensions of the Development and Construction Period, the Development and Construction period may be further extended on a month-to-month basis for a maximum of twelve (12) additional months as necessary for completion of Construction. Additionally, the Development and Construction period shall be further extended automatically on a monthly basis for delays by the Utility in completing interconnection upgrades or in interconnecting the Facility. Extensions under this subsection are contingent upon Tenant providing evidence, at Landlord's request, that it continues to actively pursue developing the Facility and of the Utility's delay in completing the interconnection upgrades or in interconnecting the Facility; or

(B) the day after the Commercial Operation Date.

(ii) Operations Period. If Tenant does not terminate the Development and Construction Period pursuant to Section 5(b), the Operations Period will commence at 12:00 a.m. on the day after the Development and Construction Period ends and will end at 11:59 p.m. on the 25th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period for four (4) five (5) year terms. At least ninety (90) days before the beginning of an extension term, Tenant shall deliver notice to Landlord of Tenant's intent to exercise that extension option, and Tenant and Landlord, at Tenant's expense, shall prepare and record any amendments to the Notice of Lease and/or any other documents necessary to give record notice of the extension.

(iii) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days, (provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

5. Right of First Offer/Refusal. After Tenant determines the Lease Area, before Landlord may sell the Lease Area to a third party, Landlord shall, in writing, first offer to sell the Lease Area to Tenant on the same terms and conditions offered to or by the third party. Tenant shall have thirty (30) Business Days from the date of Landlord's notice to Tenant during which to accept the terms of the offer. If Tenant accepts the terms of the offer, the Parties shall use good

faith efforts to consummate the transaction within sixty (60) days from the date of Tenant's acceptance, and shall negotiate any remaining terms in good faith and to a commercially reasonable standard. If Tenant does not accept the offer within the 30-day period, Landlord may accept the third-party's offer on the terms presented to Tenant. If the material terms of the offer are amended, Landlord's right to sell the Lease Area to the third party shall expire and Tenant's rights and the procedure described in in Section 7(h) of the Lease shall again apply.

6. Successors and Assigns. This Memorandum shall burden the Property and shall run with the land. This Memorandum shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. No Conflict. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease, or otherwise limit or expand the obligations of the parties under the Lease.

8. Multiple Counterparts. This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute but one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Option and Ground Lease as of the date first set forth above.

LANDLORD: Organic Valley, LLC

By: _____

Name: Robert Titanic

Title: Member

STATE OF New York)
ss.
COUNTY OF Dutchess)

On the 4 day of March, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Titanic, 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.

Shelby R. Martins
Notary Public

SHELBY R MARTINS
Notary Public - State of New York
NO. 01MA6445159
Qualified in Dutchess County
My Commission Expires Dec 12, 2026

TENANT:

CARSON POWER LLC

By: _____

Name: Emilie Flanagan

Title: Chief Executive Officer

STATE OF NEW YORK)
ss.
COUNTY OF New York)

On the 18th day of January, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Emilie Flanagan, Chief Executive Officer**, 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

KAYLEIGH FURTH
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01FU6445270
MY COMMISSION EXPIRES 12/12/2026

EXHIBIT A

PROPERTY DESCRIPTION

The Property means the real property located in Ulster County, Town of Marlborough at Milton Tpke, Marlborough, New York (Tax Parcel ID # 95.4-3-7.210, 95.4-3-7.110, 95.4-3-7.220), containing approximately 77.84 acres, which is the property conveyed to Landlord by deed dated February 13 2014, recorded in Office of the Clerk of Ulster County at Book 5711, Page 157.

Attachment 13: Property Deed

Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401

60 2014 00001888

Volm-5711 Pg-157

Instrument Number: 2014- 00001888

As

D01 - Deed

Recorded On: February 13, 2014

Parties: TITANIC ROBERT A JR

To

ORGANIC VALLEY LLC

Billable Pages: 6

Recorded By: LARKIN AXELROD INGRASSIA&TETENBAUM LLP

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

D01 - Deed	70.00	RP5217-125		125.00	Tax Affidavit TP 584		5.00
Recording Charge:	**200.00**						
	Amount	Consideration Amount	RS#/CS#				
Tax-Transfer	0.00	0.00	2512	Basic	0.00		
MARLBOROUGH				Local	0.00	Special Additional	0.00
				Additional	0.00	Transfer	0.00
Tax Charge:	**0.00**						

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

File Information:

Document Number: 2014- 00001888
Receipt Number: 1352049
Recorded Date/Time: February 13, 2014 10:25:57A
Book-Vol/Pg: Bk-D Vl-5711 Pg-157
Cashier / Station: m mpol / Cashier Workstation 7

Record and Return To:

LARKIN AXELROD INGRASSIA&TETENBAUM LLP
356 MEADOW AVENUE
NEWBURGH NY 12550

Nina Postupack

Nina Postupack Ulster County Clerk

6
NV.36

Bargain and Sale Deed with Covenant against Grantor's Acts
Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

THIS INDENTURE, made the 8th day of July, 2009

BETWEEN ROBERT A. TITANIC, JR., residing at 487 South Avenue, #1, Beacon, New York 12508

party of the first part,

and **ORGANIC VALLEY, LLC, a New York Limited Liability Company**, with an office located at 206 Milton Turnpike, Milton, New York 12547

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One ($1.00) Dollar and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Marlboro, County of Ulster and State of New York, more particularly described in Schedule A attached hereto.

BEING a portion of the same premises as described in a deed dated December 12, 2002 from William C. Paladino, Jr. and Diane Paladino to Robert A. Titanic, Jr. which deed was recorded in the Office of the Ulster County Clerk on April 11, 2003 as Document No. 2003-0009932 and also being a portion of the same premises as described in a deed dated December 12, 2002 from William C. Paladino, Jr. and Diane Paladino to Robert A. Titanic, Jr. which deed was recorded in the Office of the Ulster County Clerk on January 10, 2003 as Document No. 2003-00000657.

The premises are not in an agricultural district and that the subject premises is entirely owned by the transferor(s).

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the

CHECKED
ENTERED
MARK/OFF

party of the first part 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.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

witness

ROBERT A. TITANIC, JR.

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On July 8th, 2009 before me, the undersigned, a Notary Public in and for the State, personally appeared ROBERT A. TITANIC, JR. personally known to me or proved to be 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

ALAN J. AXELROD
Notary Public, State of New York
Qualified in Orange County
No. 02AX4520760
Commission Expires November 30, 20 10

Record + Return to:

LARKIN
AXELROD
INGRASSIA &
TETENBAUM, LLP
ATTORNEYS AT LAW

356 MEADOW AVENUE
NEWBURGH, NY 12550

BROOKS & BROOKS, PC
SURVEYING, PLANNING, GIS

www.brooksandbrooks.us
11 Main Street Highland, NY 12528
845-691-7339 phone 845-691-7166 fax

DESCRIPTION OF REVISED TAX MAP LOT 7.1
SUBDIVISION & LOT LINE REVISION OF LANDS OF
ROBERT A. TITANIC JR. AND TIMOTHY & TARA MARQUIS

ALL THAT PARCEL OF LAND SITUATE in the Town of Marlborough, County of Ulster, and State of New York being designated as Revised Tax Map Lot 7.1 on a map entitled "Final Map of Subdivision and Lot Line Revision of Lands of Robert A. Titanic Jr. and Timothy A. & Tara J. Marquis", filed with the office of the Ulster County Clerk on May 26, 2005 as map #05-507, said lot being more particularly bounded and described as follows:

BEGINNING at a point in a stone wall on the northerly side of Milton Turnpike at the southwest corner of the herein described parcel of land, said point being on the division line with lands conveyed to Hudson Valley Domicile, LLC as recorded in Deed Liber 3016 at page 219, and running thence along said division line and along the stone wall the following: North 23°03'40" East 487.89 feet, thence North 05°06'17" West 44.24 feet, thence North 23°28'59" East 373.05 feet, thence North 20°48'22" East 105.68 feet, and thence North 22°51'52" East 87.97 feet to a point in the stone wall on the division line with Revised Tax Map Lot 7.2 as shown on above referenced filed map #05-507, thence along the division line between the herein described Lot 7.1 and said Lot 7.2, South 63°25'35" East 622.59 feet to a point, thence South 28°55'17" West 528.82 feet to a point, thence South 61°04'43" East 50.00 feet to a point, thence South 28°55'17" West 300.00 feet to a point, thence South 26°29'10" West 35.07 feet to a point on the northerly bounds of Lot #1 as designated on said filed map #05-507, thence along the division line with said Lot #1, North 58°42'38" West 50.18 feet to a point on the division line with lands conveyed to Theresa A. Corso as recorded in Deed Liber 3415 at page 277, thence along the division line with said lands of Corso, North 26°29'10" East 31.93 feet to a iron pipe, thence North 59°23'45" West 192.07 feet to an iron pipe, thence South 32°03'45" West 313.15 feet to a point on the northerly bounds of aforementioned Milton Turnpike, thence along the northerly bounds of Milton Turnpike, North 52°26'27" West 27.41 feet to a point, thence North 55°21'00" West 161.05 feet to a point, thence North 57°28'19" West 91.63 feet to the place of beginning.
Containing 13.15 acres

Description based on filed map #05-507, deeds and a compilation of survey maps, and is subject to an accurate field survey.

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www.brooksandbrooks.us
11 Main Street Highland, NY 12528 845-691-7339 phone 845-691-7166 fax

DESCRIPTION OF REVISED TAX MAP LOT 7.2 SUBDIVISION & LOT LINE REVISION OF LANDS OF ROBERT A. TITANIC JR. AND TIMOTHY & TARA MARQUIS

ALL THAT PARCEL OF LAND SITUATE in the Town of Marlborough, County of Ulster, and State of New York being designated as Revised Tax Map Lot 7.2 on a map entitled "Final Map of Subdivision and Lot Line Revision of Lands of Robert A. Titanic Jr. and Timothy A. & Tara J. Marquis", filed with the office of the Ulster County Clerk on May 26, 2005 as map #05-507, said lot being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Mahoney Road at the northeast corner of the herein described parcel of land, said point being on the division line with lands conveyed to Shannon M. Mannese as recorded in Deed Liber 5350 at page 316 and designated as Lot #1 on map #12-106 on file with the office of the Ulster County Clerk, and running thence along said division line South 15°06'13" West 535.00 feet to a rebar, thence South 61°38'47" East 50.00 feet to a rebar, thence South 15°51'12" West 278.91 feet to a rebar on the division line with lands conveyed to James and Bridget Mannese as recorded in Deed Liber 5279 at page 269 and designated as Lot #2 as said filed map #12-106, thence along the division line with said lands of Mannese the following: South 15°51'12" West 59.09 feet to a rebar in a stone wall, thence along said wall South 56°08'47" East 55.00 feet, thence South 14°21'12" West 415.00 feet, thence South 50°38'47" East 684.00 feet to a rebar, thence South 60°23'48" East 85.51 feet to a point in a stone wall on the division line with lands conveyed to Moriarity Services Inc. as recorded in Deed Liber 5485 at page 282, thence along the division line with said lands and running along a stone wall, South 34°29'23" West 690.25 feet to a point in the stone wall, thence South 33°11'15" West 369.13 feet to a point in the stone wall, thence South 32°39'59" West 787.12 feet to a point at the northeast corner of lands conveyed to Theresa and Robert Corso as recorded in Deed Liber 1405 at page 788, thence along the division line with lands of Corso, North 66°50'05" West 244.68 feet to an iron pipe, thence North 48°44'34" West 61.78 feet to a point on the division line with Lot #1 as designated on above referenced filed map #05-507, thence along the division line with said Lot #1, North 26°16'22" East 127.57 feet to a point, thence North 58°42'38" West 241.27 feet to a point on the division line with Revised Tax Map Lot 7.1 as shown on said filed map #05-507, thence along the division line with said lot North 26°29'10" East 35.07 feet to a point, thence North 28°55'17" East 300.00 feet to a point, thence North 61°04'43" West 50.00 feet to a point, thence North 28°55'17" East 528.82 feet to a point, thence North 63°25'35" West 622.59 feet to a point in a stone wall on the division line with lands conveyed to Hudson Valley Domicile LLC as recorded in Deed Liber 3016 at page 219, thence along the division line with said lands and along a stone wall, North 22°51'52" East 311.05 feet to a point in the stone wall thence North 31°59'08" East 59.31 feet to a point in the stone wall, thence North 00°29'01" East 26.00 feet to a point in the stone wall, thence North 23°44'01" East 800.00 feet to a point in a stone wall trace, thence North 17°39'01" East 300.00 feet to a point, thence North 05°34'49" East

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298.11 feet to a point in a stone wall, thence North 53°52'03" West 82.00 feet to a point in a stone wall intersection on the division line with lands conveyed to Allstate Apple Exchange, Inc. as recorded in Deed Liber 1240 at page 599, thence in part along said wall North 20°52'18" East 47.00 feet to a point in the stone wall, thence still in part along the division line with said lands of Allstate Apple Exchange and in part along the division line with lands conveyed to Janet Wahl-Cordero as recorded in Deed Liber 5566 at page 054, North 22°52'18" East 572.36 feet to a point on the southerly side of aformementioned Mahoney Road, thence along the southerly side of Mahoney Road the following: South 52°38'40" East 87.40 feet, thence South 54°08'28" East 84.32 feet, thence South 53°46'22" East 124.53 feet, thence South 52°51'00" East 121.68 feet, thence South 51°17'14" East 92.12 feet, thence South 50°11'04" East 50.35 feet, thence South 41°47'31" East 44.39 feet, and thence South 25°05'39" East 51.58 feet to the place of beginning.
Containing 63.41 acres

Description based on filed map #05-507, deeds and a compilation of survey maps, and is subject to an accurate field survey.

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INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWIS Code: 5 1 3 6 0 0

C2. Date Deed Recorded: 2 / 13 / 2014 (Month / Day / Year)

C3. Book: 5 7 1 1 C4. Page: 1 5 7

1888

New York State Department of **Taxation and Finance**

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. **Property Location**: * STREET NUMBER: | * STREET NAME: Milton Turnpike
   * CITY OR TOWN: Marlboro | VILLAGE: | * ZIP CODE: 12547
2. **Buyer Name**: * LAST NAME/COMPANY: Organic Valley, LLC | FIRST NAME:
   LAST NAME/COMPANY: | FIRST NAME:
3. **Tax Billing Address**: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form) — LAST NAME/COMPANY: ORGANIC VALLEY, LLC | FIRST NAME: c/o Titanic, Robert A. Jr.
   STREET NUMBER AND NAME: 487 South Ave., Unit 1 | CITY OR TOWN: Beacon | STATE: NY | ZIP CODE: 12508
4. **Indicate the number of Assessment Roll parcels transferred on the deed**: 3 # of Parcels OR ☐ Part of a Parcel
   (Only if Part of a Parcel) Check as they apply:
   4A. Planning Board with Subdivision Authority Exists ☐
   4B. Subdivision Approval was Required for Transfer ☐
   4C. Parcel Approved for Subdivision with Map Provided ☐
5. **Deed Property Size**: * FRONT FEET: | X | * DEPTH: | OR | *ACRES: 76.56
6. **Seller Name**: * LAST NAME/COMPANY: Titanic | FIRST NAME: Robert A., Jr.
   LAST NAME/COMPANY: | FIRST NAME:

*7. Select the description which most accurately describes the use of the property at the time of sale:
D. Non-Residential Vacant Land

Check the boxes below as they apply:

8. Ownership Type is Condominium ☐
9. New Construction on a Vacant Land ☐
10A. Property Located within an Agricultural District ☒
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. **Sale Contract Date**: N/A
* 12. **Date of Sale/Transfer**: 07/08/2009
*13. **Full Sale Price**: .00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

14. **Indicate the value of personal property included in the sale**: .00

15. Check one or more of these conditions as applicable to transfer:

- ☐ A. Sale Between Relatives or Former Relatives
- ☐ B. Sale between Related Companies or Partners in Business.
- ☒ C. One of the Buyers is also a Seller
- ☐ D. Buyer or Seller is Government Agency or Lending Institution
- ☐ E. Deed Type **not** Warranty or Bargain and Sale (Specify Below)
- ☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
- ☐ G. Significant Change in Property Between Taxable Status and Sale Dates
- ☐ H. Sale of Business is Included in Sale Price
- ☒ I. Other Unusual Factors Affecting Sale Price (Specify Below)
- ☐ J. None

***Comment(s) on Condition:**
Transfer to an LLC where Grantor herein is the sole member

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. **Year of Assessment Roll from which information taken(YY)**: 09
*17. **Total Assessed Value**: 662,572
*18. **Property Class**: 151 _ ___
*19. **School District Name**: Marlboro CSD
*20. **Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))**
95.4-3-7.110,7.210, 7.220

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

SELLER SIGNATURE: | DATE: 12/6/13

BUYER SIGNATURE

ORGANIC VALLEY, LLC
BUYER SIGNATURE: | DATE: 12/6/13 Member

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. **Type or print clearly.**)

Organic Valley, LLC
c/o Titanic | * LAST NAME | Robert A., Jr. | FIRST NAME
(914) | *AREA CODE | 490-8458 | *TELEPHONE NUMBER (Ex. 9999999)
487 | * STREET NUMBER | South Ave., Unit 1 | * STREET NAME
Beacon | *CITY OR TOWN | NY | *STATE | 12508 | *ZIP CODE

BUYER'S ATTORNEY

Axelrod | LAST NAME | Alan J. | FIRST NAME
(845) | AREA CODE | 566-5345 | TELEPHONE NUMBER (Ex. 9999999)

Attachment 14: Decommissioning Plan and Cost Estimate

Solar Panel System Decommissioning Plan

206 Milton Turnpike, Town of Marlborough, NY

Highland 201 Solar LLC

September 3rd, 2024

110 William St, 24th Floor New York, NY 10038
https://carson-power.com/

Table of Contents

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Contents

1. Introduction

Carson Power proposes to build a photovoltaic (PV) Solar Panel System at 206 Milton Turnpike, Marlborough, NY with a nameplate capacity of approximately 4.1 megawatts (MW) alternating current (AC) and be built on approximately 20 acres of an 78-acre parcel.

This Decommissioning Plan ("**Plan**") provides an overview of activities that will occur during the decommissioning phase of the Solar Panel System, including activities related to the restoration of land, the management of materials and waste, projected costs, and a decommissioning fund agreement overview.

The Solar Panel System will have a useful life of twenty (20) to forty (40) years. This Plan assumes that a Solar Panel System will be dismantled, and the site restored to a state similar to its pre-construction condition at the end of a 20-to-40-year life. The Plan also covers the case of the abandonment of the Solar Panel System, for any reason prior to the 20-to-40-year maturity date.

Decommissioning of the Solar Panel System will include the disconnection of the System from the electrical grid and the removal of all Solar Panel System components, including:

- Photovoltaic (PV) modules, panel racking and supports.
- Inverter units, transformers, and other electrical equipment.
- Access roads, wiring cables, communication tower, perimeter fence; and,
- Concrete foundations.

This decommissioning plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders (**Exhibit 1**) prior to decommissioning.

2. The Proponent

Highland 201 Solar LLC will manage and coordinate the approvals process and obtain all necessary regulatory approvals that vary depending on the jurisdiction, project capacity, and site location.

Contact information for the proponent is as follows:

Full Name of Company: Highland 201 Solar LLC

Contact: Nic Cunha

Address: 110 William St 24th Floor NYC, NY, 10038

Telephone: (401) 862-9088

Email: contact@carson-power.com

2.1 Project Information

Address: 206 Milton Turnpike, Marlborough, NY

Tax ID: 95.4-3-7.210, 95.4-3-7.110 & 95.4-3-7.22

Project Size (est.): 4.1 MWac

Purchase / Lease: Lease

3. Decommissioning of the Solar Panel System

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. The Site will be restored to a state similar to its pre- construction condition within one year of removal. All removal of equipment will be accomplished in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired.

3.1 Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Panel System proceeds in the reverse order of the installation.

1. The Solar Panel System shall be disconnected from the utility power grid. All electrical connections to the PV modules will be disconnected at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon based and are not hazardous. Disposal of these materials at a landfill will be permissible.
2. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
3. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility.
4. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
5. Concrete foundations shall be removed and disposed off-site by an approved facility.
6. Fencing shall be removed and will be disposed off-site by an approved facility.

3.2 Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Panel System will be implemented. These will remain in place until the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Site. All applicable regulatory agencies must be consulted, and permits obtained as applicable to facilitate decommissioning activities.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to the project location.

3.3 Site Restoration

Through the decommissioning phase, Site will be restored to a state similar to its pre-construction condition.

All project components (discussed in Table 1) will be removed. Rehabilitated lands will be seeded with a seed mix favorably to native species and local pollinators.

Upon petition to the appropriate authority having jurisdiction the system owner and/or landowner may be permitted to leave certain underground or aboveground improvements in place, provided the owner can show that such improvements are part of a plan to redevelop the site, are not detrimental to such redevelopment.

In addition, to the tasks outlined in this plan, the Company agrees that all Decommissioning obligations will be completed in accordance with NYS Department of Agriculture and Markets (NYSDAM) Guidelines, as set forth in the NYSDAM Guidelines for Agricultural Mitigation for Solar Energy Projects (Revised October 18th, 2019), Hereto attached as (**Exhibit 2**) to this plan as this solar panel system was installed in agricultural lands that are regulated by the NYSDAM.

3.4 Managing Materials and Waste

During the decommissioning phase a variety of excess materials and wastes (listed in **Table 1**) will be generated. Most of the materials used in a Solar Panel System are reusable or recyclable. Some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate facility. Decommissioning efforts shall coordinate with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

Carson Power (or other designated responsible party) will be responsible for the logistics of collecting and recycling the PV modules and to minimize the potential for modules to be discarded in the municipal waste stream. Carson Power proposes the determination of disposal method for solar modules at the time of decommissioning based on current industry best practices.

Table 1: Management of Excess Materials and Waste

Material / Waste	Means of Managing Excess Materials and Waste
PV panels	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled. Industry best practices will be applied at time of decommissioning.
Metal array mounting racks and steel supports	These materials will be recycled or disposed off-site at an approved facility.
Transformers components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The step-up transformer and the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be Disposed of in accordance with the standards at time of decommissioning
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused. as fill for construction. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the aggregate, a large portion of the geotextile will be removed and sorted out of the aggregate during excavation. Geotextile fabric that is remaining will be removed from site. All material will be disposed of off-site at an approved disposal facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported to a recycling or approved disposal facility.
Cables and wiring	The electrical conductors that connect solar panel system to the point of interconnect will be removed and recycled. Utility poles will be removed and disposed of per applicable regulation. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and disposed of or recycled as applicable.

3.5 Decommissioning During Construction or Abandonment Before Maturity

In case of abandonment of the Solar Panel System during construction or before its maturity, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored, in as far as construction proceeded before abandonment. If the Solar Panel System has not been in active and continuous service for a period of one year it will be removed at the owner's or operator's expense. The Solar Panel System will be dismantled, materials removed and disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition within one year of removal.

3.6 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Panel System Site. The local municipality will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, Carson Power (or other designated responsible party) will update the list of stakeholders (**Exhibit 1**) and notify appropriate municipalities of decommissioning activities. Federal, State, County, and Local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

3.7 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Panel System will follow the standards and regulations at the time of decommissioning.

This Decommissioning Report will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

Nic Cunha
Senior Project Developer

4. Costs of Decommissioning

The costs below are the current estimated costs to decommission a 2 MWac Solar Panel System based on guidance from NYSERDA and estimates from the Massachusetts solar market, a mature solar market with experience decommissioning projects. **The values below should be multiplied by a value of 2.05 for this project.** The salvage values of valuable recyclable materials (aluminum, steel, copper, etc.) are not factored into the below costs. The scrap value will be determined on current market rates at the time of salvage.

Table 2: Decommissioning Task and estimated costs

Tasks	2 MWac Estimated Cost ($)	Total Estimated Cost (S)
Remove Rack Wiring	$2,459	$5,041
Remove Panels	$2,450	$5,023
Dismantle Racks	$12,350	$25,318
Remove Electrical Equipment	$1,850	$3,793
Breakup and Remove Concrete Pads or Ballasts	$1,500	$3,075
Remove Racks	$7,800	$15,990
Remove Cable	$6,500	$13,325
Remove Ground Screws and Power Poles	$13,850	$28,393
Remove Fence	$4,950	$10,148
Grading	$4,000	$8,200
Seed Disturbed Areas	$1,000	$2,050
Truck to Recycling Center	$2,250	$4,613
Current Total	$60,950	$124,948
Total After 5 Years (2.5% inflation rate)	$68,959	$141,366
Total After 20 Years (2.5% inflation rate)	$99,874	$204,742

NYSERDA Guidebook for local Governments

5. Decommissioning Financial Surety

Consistent with the approach that has taken in other communities, the Company offers to provide a decommissioning surety bond, to be posted prior at the commercial operation date, in the amount of **$141,366** for decommissioning of the solar system in the unlikely event that the company is unable to meet its contractual obligations for solar project removal and restoration. The amount of the bond is derived from the 5-year estimated costs from **Table 2**. The decommissioning bond, of which the Company will serve as the principal and the Town of Marlborough shall serve as the as the obligee, starting at the commercial operation date, shall remain in place for the life of the system and throughout decommissioning of the system. The Town shall have the right to draw on this bond. Upon drawing on the balance of the bond, the Town assumes responsibility for the decommissioning of the system.

This bond can be reviewed at an interval specified by the Town (recommended 5 years) until which time the company's decommissioning obligations have been fulfilled. The Company agrees to submit revised removal cost estimates to the Town and the bond if required at each review. Posted bonds will reflect the current estimate for decommissioning until which time the costs of removal are reassessed. The bond's start date shall be the first month following the commercial operation date of the facility. The bond has no set term and will remain in place throughout decommissioning of the system.

Subsequent to review by the Town, other Financial Surety methods consistent with the NYSERDA guidelines may be adopted, and this plan shall be updated to reflect the current method of financial surety for decommissioning.

Exhibit 1: Stakeholders

	Role	Contact Info
Highland 201 Solar LLC	System Owner	Nic Cunha ncunha@carson-power.com 401-862-9088
Town of Marlborough	Building Inspector/Code Enforcement Officer	Tom Corcoran tcorcoran@marlboroughny.us
Central Hudson Gas & Electric	Utility Operator	Central Hudson DG Team DG@cenhu.com 845-486-5215

All listed stakeholders will receive a copy of the decommissioning plan when executed and will receive revised copies when revisions are made.

Exhibit 2: New York State Department of Agriculture and Markets Guidance

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands
(Revision 10/18/2019)

Exhibit 2: New York State Department of Agriculture and Markets Guidance

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands
(Revision 10/18/2019)

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands (Revision 10/18/2019)

The following are guidelines for mitigating construction impacts on agricultural land during the following stages of a solar energy project: Construction, Post-Construction Restoration, Monitoring and Remediation, and Decommissioning. These guidelines apply to project areas subject to ground disturbance[1] within agricultural lands including:

- Lands where agriculture use will continue or resume following the completion of construction (typically those lands outside of the developed project's security fence);
- Lands where the proposed solar development will be returning to agricultural use upon decommissioning, (typically those lands inside of the developed project's security fence);
- Applicable Area under review pursuant to Public Service Law Article 10 Siting of Major Electric Facilities.

The Project Company will incorporate these Guidelines into the development plans and applications for permitting and approval for solar projects that impact agricultural lands. If the Environmental Monitor, hereafter referred to as EM, determines that there is any conflict between these Guidelines and the requirements for project construction that arise out of the project permitting process, the Project Company and its EM, will notify the New York State Department of Agriculture and Markets (NYSDAM), Division of Land and Water Resources, and seek a reasonable alternative.

Environmental Monitor (EM)

The Project Company (or its contractor) shall hire or designate an EM to oversee the construction, restoration and follow-up monitoring in agricultural areas. The EM shall be an individual with a confident understanding of normal agriculture practices[2] (such as cultivation, crop rotation, nutrient management, drainage (subsurface and/or surface), chemical application, agricultural equipment operation, fencing, soils, plant identification, etc.) and able to identify how the project may affect the site and the applicable agricultural practices. The EM should also have experience with or understanding of the use of a soil penetrometer for compaction testing and record keeping. The EM may serve dual inspection roles associated with other Project permits and/or construction duties, if the agricultural workload allows. The EM should be available to provide site-specific agricultural information as necessary for project development through field review and direct contact with both the affected farm operators and NYSDAM. The EM should maintain regular contact with appropriate onsite project construction supervision and inspectors throughout the construction phase. The EM should maintain regular contact with the affected farm operator(s) concerning agricultural land impacted, management matters pertinent to the agricultural operations and the site-specific implementation of agricultural resource mitigation measures. The EM will serve as the agricultural point of contact.

[1]Ground Disturbance is defined as an activity that contributes to measurable soil compaction, alters the soil profile or removes vegetative cover. Construction activities that utilize low ground pressure vehicles that do not result in a visible rut that alters soil compaction, is not considered a Ground Disturbance. Soil compaction should be tested using an appropriate soil penetrometer or other soil compaction measuring device. The soil compaction test results within the affected area will be compared with those of the adjacent unaffected portion of the agricultural area.

[2] An EM is not expected to have knowledge regarding all of the listed agricultural practices, but rather a general understanding such that the EM is able to perform the EM function.

1. For projects involving less than 50 acres of agricultural land within the limits of disturbance (LOD),[3] the EM shall be available for consultation and/or on-site whenever construction or restoration work that causes Ground Disturbance is occurring on agricultural land.

2. For projects involving 50 acres or more of agricultural land within the (LOD) (including projects involving the same parent company whether phased or contiguous projects), the EM shall be on site whenever construction or restoration work requiring or involving Ground Disturbance is occurring on agricultural land and shall notify NYSDAM of Project activity. The purpose of the agency coordination would be to assure that the mitigation measures of these guidelines are being met to the fullest extent practicable. The Project Company and the NYSDAM will agree to schedule inspections in a manner that avoids delay in the work. NYSDAM requires the opportunity to review and will approve the proposed EM based on qualifications or capacities.

Construction Requirements

- Before any topsoil is stripped, representative soil samples should be obtained from the areas to be disturbed. The soil sampling should be consistent with Cornell University's soil testing guidelines, and samples should be submitted to a laboratory for testing PH, percent organic material, cation exchange capacity, Phosphorus/Phosphate (P), and Potassium/Potash (K). The results are to establish a benchmark that the soil's PH, Nitrogen (N), Phosphorus/Phosphate (P), and Potassium/Potash (K) are to be measured against upon restoration. If soil sampling is not performed, fertilizer and lime application recommendations for disturbed areas can be found at https://www.agriculture.ny.gov/ap/agservices/Fertilizer_Lime_and_Seeding_Recommendations.pdf .

- Stripped topsoil should be stockpiled from work areas (e.g. parking areas, electric conductor trenches, along access roads, equipment pads) and kept separate from other excavated material (rock and/or sub-soil) until the completion of the facility for final restoration. For proper topsoil segregation, at least 25 feet of additional temporary workspace (ATWS) may be needed along "open-cut" underground utility trenches. All topsoil will be stockpiled as close as is reasonably practical to the area where stripped/removed and shall be used for restoration on that particular area. Any topsoil removed from permanently converted agricultural areas (e.g. permanent roads, etc.) should be temporarily stockpiled and eventually spread evenly in adjacent agricultural areas within the project Limits of Disturbance (LOD) ; however not to significantly alter the hydrology of the area. Clearly designate topsoil stockpile areas and topsoil disposal areas in the field and on construction drawings; changes or additions to the designated stockpile areas may be needed based on field conditions in consultation with the EM. Sufficient LOD (as designated on the site plan or by the EM) area should be allotted to allow adequate access to the stockpile for topsoil replacement during restoration.

    - Topsoil stockpiles on agricultural areas left in place prior to October 31st should he seeded with Aroostook Winter Rye or equivalent at an application rate of three bushels (168 lbs.) per acre and mulched with straw mulch at rate of two to three bales per 1000 Sq. Ft.

    - Topsoil stockpiles left in place between October 31st and May 31st should be mulched with straw at a rate of two to three bales per 1000 Sq. Ft. to prevent soil loss.

- The surface of access roads located outside of the generation facility's security fence and constructed through agricultural fields shall be level with the adjacent field surface. If a level road design is not

[3] The Limits of Disturbance (LOD) includes all project related ground disturbances and all areas within the project's security fencing.

feasible, all access roads should be constructed to allow a farm crossing (for specific equipment and livestock) and to restore/ maintain original surface drainage patterns.

- Install culverts and/or waterbars to maintain or improve site specific natural drainage patterns.

- Do not allow vehicles or equipment outside the planned LOD without the EM seeking prior approval from the landowner (and/or agricultural producer), and associated permit amendments as necessary. Limit all vehicle and equipment traffic, parking, and material storage to the access road and/or designated work areas, such as laydown areas, with exception the use of low ground pressure equipment.[4] Where repeated temporary access is necessary across portions of agricultural areas outside of the security fence, preparation for such access should consist of either stripping / stockpiling all topsoil linearly along the access road, or the use of timber matting.

- Proposed permanent access should be established as soon as possible by removing topsoil according to the depth of topsoil as directed by the EM. Any extra topsoil removed from permanently converted areas (e.g. permanent roads, equipment pads, etc.) should be temporarily stockpiled and eventually spread evenly in adjacent agricultural areas within the project Limits of Disturbance (LOD); however not to significantly alter the hydrology of the area.

- When open-cut trenching is proposed, topsoil stripping is required from the work area adjacent to the trench (including segregated stockpile areas and equipment access). Trencher or road saw like equipment are not allowed for trench excavation in agricultural areas, as the equipment does not segregate topsoil from subsoil. Horizontal Directional Drilling (HDD) or equivalent installation that does not disrupt the soil profile, may limit agricultural ground disturbances. Any HDD drilling fluid inadvertently discharged must be removed from agricultural areas. Narrow open trenches less than 25 feet long involving a single directly buried conductor or conduit (as required) to connect short rows within the array, are exempt from topsoil segregation.

- Electric collection, communication and transmission lines installed above ground can create long term interference with mechanized farming on agricultural land. Thus, interconnect conductors outside of the security fence must be buried in agricultural fields wherever practicable. Where overhead utility lines are required, (including Point(s) of Interconnection) installation must be located outside field boundaries or along permanent access road(s) wherever possible. When overhead utilities must cross farmland, minimize agricultural impacts by using taller structures that provide longer spanning distances and locate poles on field edges to the greatest extent practicable.

- All buried utilities located **within** the generation facility's security fence must have a minimum depth of 18-inches of cover if buried in a conduit and a minimum depth of twenty-four inches of cover if directly buried (e.g. not routed in conduit).[5]

- The following requirements apply to all buried utilities located **outside** of the generation facility security fence:

    - In cropland, hayland, and improved pasture buried electric conductors must have a minimum depth of 48-inches of cover. In areas where the depth of soil over bedrock is less than 48-inches, the

[4] low ground pressure vehicles that do not result in a visible rut that alters soil compaction.
[5] Burial of electrical conductors located within the energy generation facility may be superseded by more stringent updated electrical code or applicable governing code.

electric conductors must be buried below the surface of the bedrock if friable/rippable, or as near as possible to the surface of the bedrock.

- In unimproved grazing areas or on land permanently devoted to pasture the minimum depth of cover must be 36-inches.

- Where electrical conductors are buried directly below the generation facility's access road or immediately adjacent (at road edge) to the access road, the minimum depth of cover must be 24-inches. Conductors must be close enough to the road edge as to be not subject to agricultural cultivation / sub-soiling.

- When buried utilities alter the natural stratification of soil horizons and natural soil drainage patterns, rectify the effects with measures such as subsurface intercept drain lines. Consult the local Soil and Water Conservation District concerning the type of intercept drain lines to install to prevent surface seeps and the seasonally prolonged saturation of the conductor installation zone and adjacent areas. Install and/or repair all drain lines according to Natural Resources Conservation Service conservation practice standards and specifications. Drain tile must meet or exceed the AASHTO M-252 specifications. Repair of subsurface drains tiles should be consistent with the NYSDAM's details for *"Repair of Severed Tile Line"* found in the pipeline drawing A-5 (http://www.agriculture.ny.gov/ap/agservices/Pipeline-Drawings.pdf).

- In pasture areas, it may be necessary to construct temporary fencing (in addition to the Project's permanent security fences) around work areas to prevent livestock access to active construction areas and areas undergoing restoration. For areas returning to pasture, temporary fencing will be required to delay the pasturing of livestock within the restored portion of the LOD until pasture areas are appropriately revegetated. Temporary fencing including the project's required temporary access for the associated fence installations should be included within the LOD as well as noted on the construction drawings. The Project Company will be responsible for maintaining the temporary fencing until the EM determines that the vegetation in the restored area is established and able to accommodate grazing. At such time, the Project Company should be responsible for removal of the temporary fences.

Post-Construction restoration requirements applicable to continued use agricultural areas that suffered ground disturbance due to construction activities (typically lands outside of the developed project's security fence).

- All construction debris in active agriculture areas including pieces of wire, bolts, and other unused metal objects will need to be removed and properly disposed of as soon as practical to prevent mixing with any topsoil.

- Excess concrete will not be buried or left on the surface in active agricultural areas. Concrete trucks will be washed outside of active agricultural areas. Remove all excess subsoil and rock unearthed from construction related activities occurring in areas intended to return to agricultural use. On-site disposal of such material is not permissible in active agricultural lands. Designated spoil disposal locations should be specified in the associated construction plans. If landowner agreements, LOD boundary, or Project's land use approvals do not allow for on-site disposal, material must be removed from the site.[6]

[6] Any permits necessary for disposal under local, State and/or federal laws and regulations must be obtained by the facility operator, with the cooperation of the landowner when required.

- Excess stripped topsoil shall not be utilized for fill within the project area. Any extra topsoil removed from permanently impacted areas (e.g. roads, equipment pads, etc.) should be evenly spread in adjacent agricultural project areas, however not to significantly alter the hydrology of the area.

- Regrade all access roads outside of the security fencing (as determined necessary by the EM), to allow for farm equipment crossing and restore original surface drainage patterns, or other drainage pattern incorporated into the design.

- Repair all surface or subsurface drainage structures damaged during construction as close to preconstruction conditions as possible, unless said structures are to be removed as part of the project design. Correct any surface or subsurface drainage problems resulting from construction of the solar energy project with the appropriate mitigation as determined by the Environmental Monitor, Soil and Water Conservation District and the Landowner.

- On agricultural land needing restoration because of ground disturbance, postpone any restoration practices until favorable (workable, relatively dry) topsoil/subsoil conditions exist. Restoration must not be conducted while soils are in a wet or plastic state of consistency. Stockpiled topsoil must not be regraded, and subsoil must not be decompacted until plasticity, as determined by the Atterberg field test, is adequately reduced. No permanent project restoration activities shall occur in agricultural areas between the months of October through May unless favorable soil moisture conditions exist.

- In all continued use agricultural land where the topsoil was stripped, subsoil decompaction shall be conducted prior to topsoil replacement. Following construction, all such areas will be decompacted to a depth of 18 inches with a tractor mounted deep ripper or heavy-duty chisel plow. Soil compaction results shall be no more than 250 pounds per square inch (PSI) throughout the decompacted 18 inches as measured with a soil penetrometer. Following decompaction, all rocks 4 inches and larger in size unearthed from decompaction will be removed from the surface of the subsoil prior to replacement of the topsoil. The topsoil will be replaced to original depth and the original contours will be reestablished where possible. All rocks 4 inches and larger from topsoil shall be removed from the surface of the topsoil. Subsoil decompaction and topsoil replacement must be avoided after October 1, unless approved on a site-specific basis by the landowner in consultation with NYSDAM. All parties involved must be cognizant that areas restored after October 1st may not obtain sufficient growth for stabilization[7] to prevent erosion over the winter months. If areas are to be restored after October 1st, necessary provisions must be made to prevent potential springtime erosion, as well as restore any eroded areas in the springtime, to establish proper growth. Excess stripped topsoil shall be evenly spread in the adjacent project areas, or adjacent agricultural areas (within the LOD), however, not to significantly alter the hydrology of the area.

- In all continued use agricultural areas where the topsoil was not stripped, including timber matted areas, the EM shall determine appropriate activities to return the area to agricultural use. These activities may include decompaction, rock removal, and revegetation. Soil compaction should be tested in the affected areas and the affected area's adjacent undisturbed areas using an appropriate soil penetrometer or other soil compaction measuring device as soon as soils achieve moisture equilibrium with adjacent unaffected areas. Compaction tests will be made at regular intervals of distance throughout the affected areas, including each soil type identified within the affected areas. Soil compaction results shall be measured with a soil penetrometer not exceeding more than 250 pounds per square inch (PSI), by

[7] Sufficient growth for stabilization should be determined by comparison with unaffected crop production. Annual crops restored after normal planting window (as determined by the landowner or associated producer) should be stabilized with Aroostook Winter Rye at the rate of 150/100 lbs. per acre (broad cast/drill seeder).

comparing probing depths of both the affected and unaffected areas. Where representative soil density of the affected area's collective depth measurements present compaction restrictions exceeding an acceptable deviation of no more than 20% from the adjacent undisturbed area's mean soil density, additional decompaction may be required to a depth of 18-inches with a tractor mounted deep ripper or heavy-duty chisel plow. Following decompaction, remove all rocks unearthed from decompaction activities 4 inches and larger in size from the surface. Revegetation shall be performed in accordance with the instructions below.

- Seed all agricultural areas from which the vegetation was removed or destroyed with the seed mix specified by the landowner/agriculture producer or as otherwise recommended in the Department's fertilizer, lime and seeding guideline: [https://www.agriculture.ny.gov/ap/agservices/Fertilizer_Lime_and_Seeding_Recommendations.pdf]. Soil amendments should be applied as necessary so that restored agricultural areas' soil properties, at minimum, reasonably reflect the pre-construction soil test results or as otherwise agreed to by the involved parties to ensure continued agricultural use. All parties must be cognizant that areas restored after October 1st may not obtain sufficient growth to prevent erosion over the winter months. If areas are to be restored after October 1st, necessary provisions must be made to restore and/or re-seed any eroded or poorly germinated areas in the springtime, to establish proper growth.

Monitoring and Remediation

Project Companies shall provide a monitoring and remediation period of one complete growing season following the date upon which the desired crop is planted. All projects subject to NYS Public Service Law Article 10 will provide a monitoring period of two complete growing seasons following the date upon which the project achieves the establishment of the desired crop.

On site monitoring shall be conducted seasonally at least three times during the growing season (Spring, Summer, Fall). Monitoring is required to identify any remaining impacts directly associated with the construction of the project on agricultural lands proposed to remain or resume agriculture production, including the effects of climatic cycles such as frost action, precipitation and growing seasons to occur, from which various monitoring observations can be made. NYSDAM expects the Project Company (or its contractor) to retain the EM for follow-up monitoring and remediation (as needed) in agricultural areas. Monitoring is limited to the restored agricultural area. Non-project related impacts affecting the restored project area will be discussed with NYSDAM staff and considered for omission from future monitoring and remediation. The EM is expected to record the following observations from onsite inspections:[8]

- **Topsoil Thickness and Trench Settling** – The EM observations may require small hand dug holes to observe the percentage of settled topsoil in areas where the topsoil was stripped, or trenching was performed without stripping topsoil. Observations concerning depth of topsoil deficiencies shall require further remediation by re-appropriating additional topsoil. Acceptable materials for remediation are: known areas of native excess topsoil (according to records of project specific excess topsoil disposal spread within the original LOD) or imported topsoil free of invasive species that is consistent with the quality of topsoil on the affected site.

[8] The activities that follow are not necessary for restored agricultural lands on which the farmer or landowner has commenced activities, including agricultural activities or other use that tend to reverse restoration or create conditions that would otherwise trigger restoration. Should NYSDAM contend upon inspection that conditions indicate that post-construction restoration activities were improperly performed or insufficient, NYSDAM may inform the project company and NYSERDA for further investigation and remediation.

- **Excessive Rock (>4-inches)** - Determined by a visual inspection of disturbed areas as compared to unaffected portions of the same field located outside the construction area. Observations concerning excess stone material in comparison to off-site conditions shall require further remediation including removal and disposal of all excess rocks and large stones.

- **Soil Compaction** - Project affected agricultural soils should be tested using an appropriate soil penetrometer or other soil compaction measuring device. Compaction tests will be made at regular intervals of distance throughout the access or work areas, including each soil type identified on the affected agricultural areas. Where representative soil density of the affected area exceeds the representative soil density of the unaffected areas, additional decompaction may be required. Consultation with NYSDAM staff and the agricultural producer(s) should be conducted prior to scheduling additional decompaction. If warranted, decompaction to a depth of 18-inches with a tractor mounted deep ripper or heavy-duty chisel plow. Restoration of displaced topsoil to original depth and re-establish original contours where possible. Decompaction deep shattering will be applied during periods of relatively low soil moisture to ensure the desired mitigation and to prevent additional soil compaction. Oversized stone/rock (Four-inches) material that is uplifted/unearthed to the surface as a result of the deep shattering will be removed.

- **Drainage** – The EM shall visually inspect the restored agricultural areas in search of pervasive stunted crop growth due to seasonal saturation, not previously experienced at the site and not resulting from the agricultural producer's irrigation management or due to excessive rainfall. Identified areas of stunted crop growth shall be compared to the nearest undisturbed adjacent areas under a substantially equivalent terrain and crop management plan. Drainage observations should be evaluated to determine if the project affected surface or sub-surface drainage during construction or restoration. Project caused drainage issues affecting or likely to reduce crop productivity of the adjacent areas will have to be remediated via a positive surface drainage, sub-surface drainage repair or an equivalent.

- **Agriculture Fencing and Gates** – The EM shall inspect Project associated fencing and gates (installed, altered or repaired) within the Project's LOD associated with agricultural activities for function and longevity. The Project Company is responsible during the Monitoring and Remediation Phase for maintaining the integrity of Project associated fencing and gates.

The Project Company (or its contractor) shall consolidate each applicable growing season's observations into an annual report during the monitoring period and shall be provided upon request to NYSDAM. Annual reports should include date stamped photographs illustrating crop growth in comparison with unaffected portions the agricultural areas.

The EM shall record observations of the establishment of the desired crop and subsequent crop productivity within restored agricultural areas and shall be evaluated by comparing its productivity to that of the nearest adjacent undisturbed agricultural land of similar crop type within the same field. If a decline in crop productivity is apparent the Project Company as well as other appropriate parties must determine whether the decline is due to project activities. If project activities are determined to be the primary detrimental factor, the project EM will notify NYSDAM concerning unsuccessful restoration and to potentially schedule a NYSDAM staff field visit. If project restoration is determined to be insufficient, the Project Company will develop a plan for appropriate rehabilitation measures to be implemented. NYSDAM staff will review and approve said plan prior to implementation. Additional monitoring may be required depending on additional restoration activities needed.

The Project Company is not responsible for site conditions and/or potential damages attributable to the agricultural producer's land use management or others' land use management.

Decommissioning

If the operation of the generation facility is permanently discontinued, remove all above ground structures (including panels, racking, signage, equipment pad, security fencing) and underground utilities if less than 48-inches deep. All concrete piers, footers, or other supports must be removed to a minimum depth of 48-inches below the soil surface. The following requirements apply to electric conductors located at the respective range of depth below the surface:

- 48-inches plus: All underground electric conduits and direct buried conductors may be abandoned in place. Applicable conduit risers must be removed, and abandoned conduit must be sealed or capped to avoid a potential to direct subsurface drainage onto neighboring land uses.

- Less than 48-inches: All underground direct buried electric conductors and conductors in conduit and associated conduit with less than 48-inches of cover must be removed, by means of causing the least amount of disturbance as possible.

Access roads in agricultural areas must be removed, unless otherwise specified by the landowner. If access is to be removed, topsoil will have to be returned from recorded project excess native topsoil disposal areas, if present, or imported topsoil free of invasive species that is consistent with the quality of topsoil on the affected site. Restore all areas intended for agricultural production, according to recommendations by the current landowner or leasing agricultural producer, and as required by any applicable permit, the Soil and Water Conservation District, and NYSDAM.

Monitoring and restoration requirements in accordance to the prior sections of these guidelines, will be required for the decommissioning restoration. NYSDAM requires notice before the Project Company undertakes decommissioning.

Attachment 15: Operations & Maintenance Plan

Highland 201 Solar LLC O&M Plan

September 3rd, 2024

Nexamp Asset Management Services Inc. (NAMS) is a full-service photovoltaic Operations and Maintenance Company, servicing more than 735 MWs of solar PV as of February 2024. Highland 201 Solar LLC intends to contract with NAMS in order to provide O&M services.

Attached to this Services Plan is a typical scope of work for an O&M provider for a large-scale solar PV array. NAMS has used this scope of work as the basis for its services for infrastructure that it currently maintains. In the following template, "Contractor" represents NAMS and "Owner" represents the project owner, Highland 201 Solar LLC.

The primary services under the scope of an O&M agreement include:

- Annual array preventative maintenance inspection, daily remote monitoring, unscheduled maintenance repair services, vegetation management and scheduled equipment replacement.
- On-site services typically require one or two pick-up trucks and two to four licensed technicians. 5 to 15 visits per year.
- Aerial inspections with small unmanned aerial systems occur annually or biannually, where permissible, using registered and insured operators and aircraft for the purpose of assessing module damage, degradation or shading.
- Technicians perform work with hand tools and battery-operated power tools and rarely require generators or any motorized or heavy equipment.
- The array is designed to facilitate major equipment replacement using truck mounted boom lift every 10-15 years.

Maintenance Activities:

- Mowing operations are typically conducted two to four times per season, depending on the weather conditions and resultant growth. Normally, five to ten personnel using ride-on and self-propelled mowers, brush hogs and weed whackers will perform the mowing operations.
- The entire Site is inspected for any erosion problems upon each site visit and maintenance activity, a minimum of two times per year. Any erosion to roads, embankments, drainage structures/basins, ground cover, plantings etc. is repaired using similar methods to the initial install, with like equipment and materials. Potentially, additional erosion control blankets, jute netting, etc. will be added to

protect the maintenance improvement.

- Depending on the array location and surrounding vegetation, an arborist with boom truck will thin shading tree growth and limbs adjacent to power lines.
- Highland 201 Solar LLC does not anticipate conducting module washing at this site. In the event that modules are washed, cleaning solution consists of 100% water, which may also be deionized. Water is trucked in and the work is typically performed by two to four technicians using backpacks and scrubbing wands.
- Snow removal may be required to allow site access during winter months. The access roads will be cleared for service access as needed. Snow removal operations will not be performed within the array areas. Snow clearing from modules may be completed depending on the amount and type of snow, to facilitate production. Snow clearing is completed manually by laborers using handheld squeegees.
- Inspection of the storm water management facilities will occur during each scheduled site inspection, no less than biannually, with maintenance provided to restore the facilities to their original condition and proper function.

Attachment 16: Interconnection Contract

Docusign Envelope ID: 390E8F23-F4CD-4455-A9A4-B029D8E4526C

APPENDIX A

NEW YORK STATE STANDARDIZED CONTRACT FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS AND/OR ENERGY STORAGE SYSTEMS WITH CAPACITY OF 5 MW OR LESS CONNECTED IN PARALLEL WITH UTILITY DISTRIBUTION SYSTEMS

Interconnection Customer Information:

Name: Carson Power LLC

Address: 201 Milton Tpke
Marlborough, NY 12547

Telephone: 2159838908

Fax:

Email: eflanagan@carson-power.com

Unit Application/File No.: CH-18475

Utility Information:

Name: Central Hudson Gas & Electric

Address: 284 South Ave, Poughkeepsie NY 12601

Telephone: (845) 452-2700

Fax: (845) 486-5658

Email: dg@cenhud.com

Utility Account Number:

Docusign Envelope ID: 390E8F23-F4CD-4455-A9A4-B029D8E4526C

DEFINITIONS

Delivery Service means the services the Utility may provide to deliver capacity or energy generated by the Interconnection Customer to a buyer to a delivery point(s), including related ancillary services.

Energy Storage System (ESS) means a commercially available mechanical, electrical, or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may be stand-alone or paired with a distributed generator at a point of common coupling.

Interconnection Customer means the owner of the Unit.

Interconnection Facilities means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

Material Modification means a Modification to a Unit that may have adverse impacts on the Utility's system, Utility customers, other projects, or applications in the interconnection queue.

Modification means a change to the ownership, equipment, equipment ratings, equipment configuration, or operating conditions of the Unit.

Premises means the real property where the Unit is located.

SIR means the New York State Standardized Interconnection Requirements for new distributed generation units and/or energy storage systems with a nameplate capacity of 5 MW or less connected in parallel with the Utility's distribution system.

Unit means the distributed generation, stand-alone ESS, or combined generation and ESS facilities approved by the Utility for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Interconnection Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity or inverter/converter rating of the Unit shall not exceed 5 MW.

Utility means Central Hudson Gas & Electric Corporation.

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I. TERM AND TERMINATION

1.1 Term: This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

1.2 Termination: This Agreement may be terminated as follows:

a. The Interconnection Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.

b. Failure by the Interconnection Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.

c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.

d. The Utility may, by giving the Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with an upgrade to the SIR, unless the Interconnection Customer's installation is "grandfathered," shall constitute good cause.

1.3 Disconnection and Survival of Obligations: Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

1.4 Suspension: This Agreement will be suspended during any period in which the Interconnection Customer is not eligible for Delivery Service from the Utility

II. SCOPE OF AGREEMENT

2.1 Scope of Agreement: This Agreement relates solely to the conditions under which the Utility and the Interconnection Customer agree that the Unit may be interconnected to and operated in parallel with the Utility's system.

III. Electricity Not Covered: The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility's System unless the system is net metered as described in Public Service Law Section 66-l.

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INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

3.1 Compliance with SIR: Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Interconnection Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

3.2 Observation of the Unit - Construction Phase: The Utility may, in its discretion and upon reasonable notice, perform reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs 3.3 and 3.4.

3.3 Observation of the Unit - Ten-day Period: The Utility may perform on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The Unit will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection Customer must have complied with and must continue to comply with all contractual and technical requirements.

3.4 Observation of the Unit - Post-Ten-day Period: If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to perform an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

3.5 Observation of the Unit - Operations: The Utility may perform on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of Interconnection Customer installations generally.

3.6 Costs of Interconnection Facilities: During the term of this Agreement, the Utility shall design, construct and install the Interconnection Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Interconnection Facilities attributable to the Interconnection Customer's Unit. All costs associated with the operation and

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maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Utility.

3.7 Modifications to the Unit: The Interconnection Customer may request a Modification at any time after commencement of parallel operation. The Utility shall evaluate the request and determine whether the proposed change is a Material Modification in accordance with the rules for requesting changes to applications in the SIR. A Material Modification will be studied pursuant to the procedures in the SIR for new applications. In the case of a non-material modification that is accepted by the Utility, the parties will execute an amendment to this Agreement describing the Unit changes that have been approved.

IV. DISCONNECTION OF THE UNIT

4.1 Emergency Disconnection: The Utility may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Interconnection Customer has tampered with any protective device. The Utility shall notify the Interconnection Customer of the emergency if circumstances permit. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an emergency condition that affects the Unit that may reasonably be expected to affect the Utility EPS.

4.2 Non-Emergency Disconnection Due to Unit Performance: The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers; (d) the ESS does not operate in compliance with the operating parameters and limits described in Attachment 1 to this Agreement.

4.3 Non-Emergency Disconnection for Utility Work: The Utility may disconnect the Unit after notice to Interconnection Customer when necessary for routine maintenance, construction, and repairs on the Utility EPS. The Interconnection Customer may request to reconnect its service prior to the completion of the Utility's work. The Utility shall accommodate such requests, provided that the Interconnection Customer shall be responsible for the costs of the Utility's review and any system modifications required to reconnect the Unit ahead of schedule.

4.4 Disconnection by Interconnection Customer: The Interconnection Customer may disconnect a Unit with an AC nameplate rating above 300 kW upon 18 hours advance notice to the Utility if the planned shutdown will last 8 hours or more. For non-emergency forced outages lasting 8 hours or more, the Interconnection Customer shall notify the Utility within 24 hours of the commencement of the shutdown

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4.5 Utility Obligation to Cure Adverse Effect: If, after the Interconnection Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system, the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and the Utility.

V. ACCESS

5.1 Access to Premises: The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

5.2 Utility and Interconnection Customer Representatives: The Utility shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Interconnection Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

5.3 Utility Right to Access Utility-Owned Facilities and Equipment: If necessary for the purposes of this Agreement, the Interconnection Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Interconnection Customer does not own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

VI. DISPUTE RESOLUTION

6.1 Good Faith Resolution of Disputes: Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

6.2 Mediation: If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current International Institute for Conflict prevention & Resolution Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the

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parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

6.3 Escrow: If there are amounts in dispute of more than two thousand dollars ($2,000), the Interconnection Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

VII. INSURANCE

7.1. Commercial General Liability: The Interconnection Customer shall, at its own expense, procure and maintain throughout the period of this Agreement the following minimum insurance coverage:

7.1.1. Commercial general liability insurance with limits not less than:

7.1.1.1. Five million dollars ($5,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than five (5) MWAC;

7.1.1.2. Two million dollars ($2,000,000) for each occurrence and five million dollars ($5,000,000) in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than one (1) MWAC and less than or equal to five (5) MWAC;

7.1.1.3. One million dollars ($1,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than or equal to 300 (kWAC) and less than or equal to one (1) MWAC

7.1.2. Any combination of general liability and umbrella/excess liability policy limits can be used to satisfy the limit requirements of Section 7.1.1.

7.1.3. The general liability insurance required to be purchased in Section 7.1.1 may be purchased for the direct benefit of the Utility and shall respond to third party claims asserted against the Utility (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 7.3(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Utility and the Utility will be designated as the primary and "Named Insured" under the policy.

7.2. General Commercial Liability Insurance: The Interconnection Customer is not required to provide general commercial liability insurance for facilities with an AC nameplate rating of 300 kW or less. Due to the risk of incurring damages however, the New York State Public Service Commission ("Commission") recommends that the Interconnection Customer obtain adequate insurance. The inability of the Utility to require the Interconnection Customer to provide general commercial liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Interconnection

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Customer to recover damages

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7.3. Insurer Requirements and Endorsements: All required insurance shall be written by reputable insurers authorized to conduct business in New York. In addition, all general liability insurance shall, (a) include the Utility as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the Utility shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to the Utility prior to cancellation or termination of such insurance, with the exception of a ten (10) days' notice in the event of premium non-payment; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Utility as required above.

7.4. Evidence of Insurance: Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. Prior to the Utility commencing work on System Modifications, and annually thereafter, the Interconnection Customer shall have its insurer furnish to the Utility certificates of insurance evidencing the insurance coverage required above.

7.4.1 If coverage is on a claims-made basis, the Interconnection Customer agrees that the policy effective date or retroactive date shall be no later than the effective date of this agreement, be continuously maintained throughout the life of this agreement, and remain in place for a minimum of three (3) years following the termination of this agreement or if policies are terminated will purchase a three-year extended reporting period. Evidence of such coverage will be provided on an annual basis.

7.4.2 In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Utility.

7.5. Self-Insurance: If the Interconnection Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, the Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Utility:

7.5.1. The Interconnection Customer shall provide to the Utility, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.

7.5.2. If the Interconnection Customer ceases to self-insure to the standards required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of the Interconnection Customer's financial ability to self-insure, the Interconnection Customer agrees to promptly obtain the coverage required under Section 7.1.

7.6. Utility Obligation to Maintain Insurance: The Utility agrees to maintain general liability insurance or self-insurance consistent with its existing commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.

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7.7. Notification Obligations: The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

VIII. LIMITATION OF LIABILITY

8.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever. Nothing herein is meant to limit the liability of a Party to an unaffiliated third-party claimant.

IX. INDEMNITY

9.1 This provision protects each Party from liability incurred to third parties arising from actions taken pursuant to the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 7.

9.2 Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, to the extent arising out of or resulting from the Indemnifying Party's action or failure to meet its obligations under this Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

9.3 If a Party is obligated to indemnify and hold the Indemnified Party harmless under this section, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual loss, as adjudicated by the Indemnifying Party's insurance carrier, net of any insurance or other recovery.

9.4 Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this section may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any unintentional failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

X. CONSEQUENTIAL DAMAGES

10.1 Other than as expressly provided for in this Agreement or pursuant to the utility tariff, neither Party shall be liable to the other Party under any provision of this Agreement for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or

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punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

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XI. MISCELLANEOUS PROVISIONS

11.1 Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

11.2 Severability: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

11.3 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

11.4 Waiver: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

11.5 Applicable Law: This Agreement shall be governed by and construed in accordance with the law of the State of New York.

11.6 Amendments: This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

11.7 Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

11.8 Assignment to Corporate Party: At any time during the term, the Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability,

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provided that the Interconnection Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

11.9 Assignment to Individuals: At any time during the term, the Interconnection Customer may assign this Agreement to another person, other than a corporation or other entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

11.10 Permits and Approvals: Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

11.11 Limitation of Liability: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

ACCEPTED AND AGREED:

Interconnection Customer: Carson Power LLC

Signature: DocuSigned by: Emilie Flanagan 3BD422A2E7924A1...

Printed Name: Emilie Flanagan

Title: CEO

Date: 8/19/2024

Utility: Central Hudson Gas & Electric

Signature: Stephanie Palmer

Printed Name: Stephanie Palmer

Title: Director, Electric Planning and Interconnections

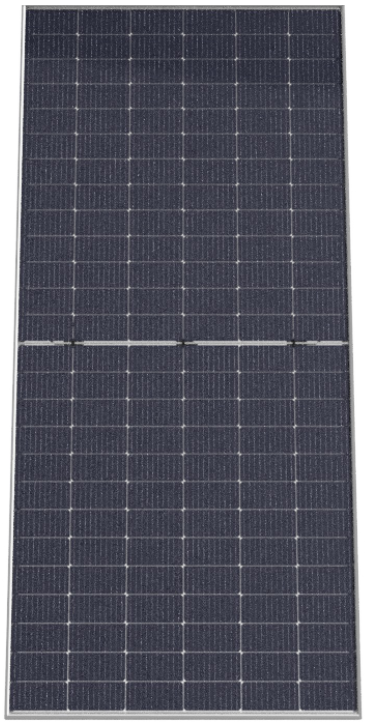
Date: 7/19/2024

Attachment 17: Typical Equipment Specification Sheets

HELIENE

156HC M10 SL Bifacial Module

156 Half-Cut Monocrystalline 565W – 585W



21%

Utilizes the latest M10 size super high efficiency Monocrystalline PERC cells. Half cut design further reduces cell to module (CTM) losses.

Hail Resistance

Framed Glass-backsheet construction is ideal for Hail resistance upto 55mm.

Anti-Reflective

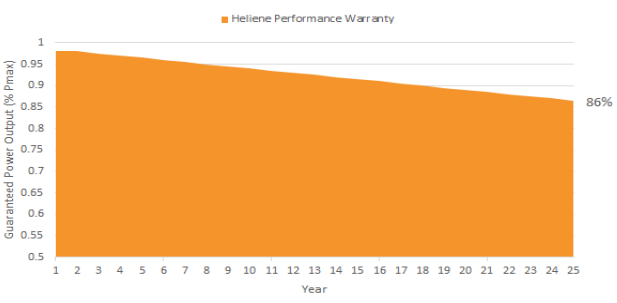
Premium solar glass with anti reflective coating delivers more energy throughout the day

High Reliability

Proven resistance to PID and reliable in high temperature and humidity environments.

No Compromise Guarantee

15 Year Product Warranty
25 Year Linear Performance Guarantee



Intertek

TOP PERFORMER 2024 kiwa PVEL PV MODULE RELIABILITY SCORECARD

Manufactured Using International Quality System Standards: ISO9001

Half-Cut Design with Split Junction Box Technology

Bifacial Technology Enabling Additional Energy Harvest from Rear Side

2% First Year Degradation & 0.5% Annual Power Degradation

World-class Quality

- Heliene's fully automated manufacturing facilities with state-of-the-art robotics and computer aided inspection systems ensure the highest level of product quality and consistency
- All manufacturing locations are compliant with international quality standards and are ISO 9001 certified
- Heliene modules have received Top Performer rankings in several categories from PV Evolution Labs (PV EL) independent quality evaluations

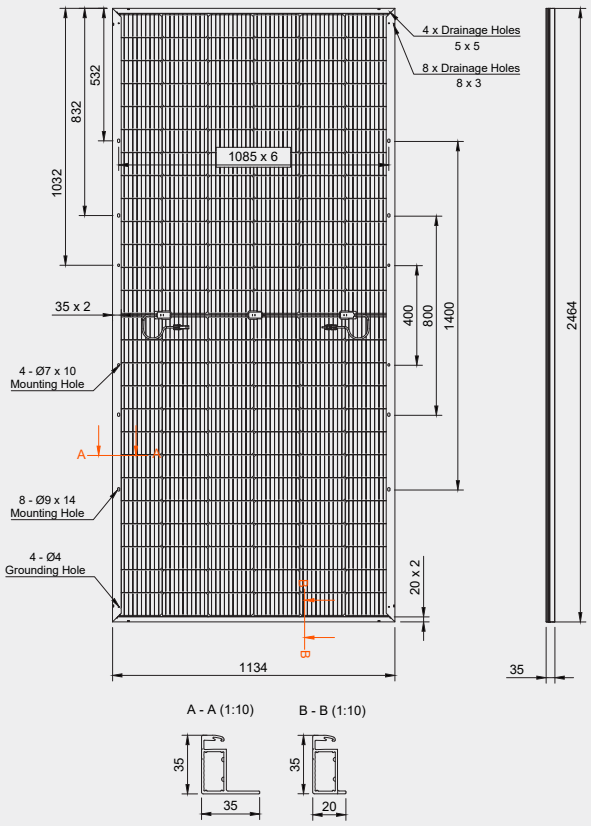
Bankable Reputation

- Established in 2010, Heliene is recognized as highly bankable Tier 1 manufacturer of solar modules and has been approved for use by the U.S. Department of Defense, U.S. Army Corps of Engineers and from numerous top tier utility scale project debt providers
- By investing heavily in research and development, Heliene has been able to stay on the cutting edge of advances in module technology and manufacturing efficiency

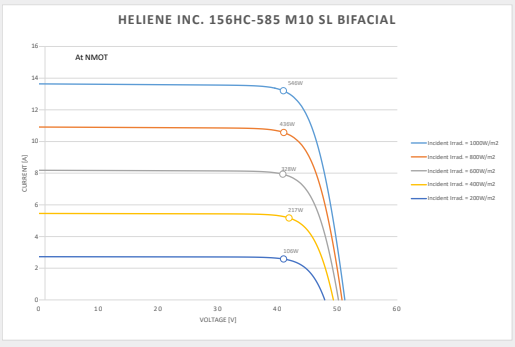
Local Sales, Service, and Support

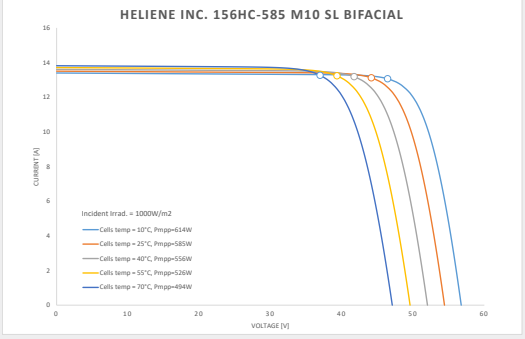
- With sales offices across the U.S. and Canada, Heliene prides itself on unsurpassed customer support for our clients. Heliene has become the brand of choice for many of the leading residential installers, developers and Independent Power Producers due to our innovative technology, product customization capability and just in time last-mile logistics support
- Local sales and customer support means answered phone calls and immediate answers to your technical and logistics questions. We understand your project schedules often change with little warning and endeavor to work with you to solve your project management challenges

Dimensions for 156HC M10 SL Bifacial Series Modules



I-V Curves for 156HC M10 SL Bifacial Series Modules





Electrical Data (STC)

Peak Rated Power*	P_{mpp} (W)	585	580	575	570	565
Maximum Power Voltage	V_{mpp} (V)	45.85	45.64	45.44	45.23	45.02
Maximum Power Current	I_{mpp} (A)	12.77	12.70	12.64	12.58	12.52
Open Circuit Voltage*	V_{oc} (V)	54.41	54.13	53.86	53.59	53.32
Short Circuit Current**	I_{sc} (A)	13.50	13.48	13.46	13.44	13.42
Module Efficiency	Eff (%)	20.9	20.8	20.6	20.4	20.2
Maximum Series Fuse Rating	MF (A)	30	30	30	30	30
Power Sorting Range			[- 0/+3%]			
Bifaciality Factor***			70 ± 5%			

STC - Standard Test Conditions: Irradiation 1000 W/m² - Air mass AM 1.5 - Cell temperature 25 °C,
*P_{mpp} Production Tolerance ± 3%, *V_{oc} Production Tolerance ± 3%, **I_{sc} Production Tolerance ± 4%
***Bifaciality Factor= $Pmpp_{rear}$/$Pmpp_{front}$ where $Pmpp_{rear}$ and $Pmpp_{front}$ are tested at STC

Electrical Data (NMOT)

Maximum Power	P_{mpp} (W)	436	432	429	425	421
Maximum Power Voltage	V_{mpp} (V)	43.56	43.36	43.17	42.97	42.77
Maximum Power Current	I_{mpp} (A)	10.01	9.97	9.93	9.89	9.85
Open Circuit Voltage	V_{oc} (V)	51.68	51.43	51.17	50.91	50.66
Short Circuit Current	I_{sc} (A)	10.91	10.89	10.88	10.86	10.84

NMOT - Nominal Module Operating Temperature:
Irradiance at 800W/m², Ambient Temperature 20°C, Wind speed 1m/s

Mechanical Data

Solar Cells	156 Half Cut, M10, 182mm, PERC Cells
Module Construction	Framed Glass–Backsheet
Dimensions (L x W x D)	2464 x 1134 x 35 mm (97.01 x 44.65 x 1.38 inch)
Weight	31 kg (68.34 lbs)
Frame	Double Webbed 15-Micron Anodized Aluminum Alloy
Glass	3.2mm Low-Iron Content, High-Transmission, PV Solar Glass with Anti Reflective Coating
Junction Box	IP-68 rated with 3 bypass diodes
Output Cables	4mm² (12AWG), 0.3-meter Symmetrical Cables Optional: 1.2-meter Symmetrical Cables upon request
Connectors	Multi-Contact/ Stäubli MC4

Certifications

UL Certification	UL61215, UL61730

Temperature Ratings

Nominal Module Operating Temperature (NMOT)	+45°C (±2°C)
Temperature Coefficient of P_{max}	-0.34%/°C
Temperature Coefficient of V_{oc}	-0.25%/°C
Temperature Coefficient of I_{sc}	0.05%/°C

Maximum Ratings

Operational Temperature	-40°C to +85°C
Max System Voltage	1500V
Mech. Load Test (Front)	113 psf / 5400Pa
Mech. Load Test (Back)	50 psf / 2400 Pa
Fire Type	Type 1

Warranty

15 Year Product Warranty
25 Year Linear Power Guarantee

Packaging Configuration

Modules per Pallet 40' Container:	31 pieces
Modules per 40' Container:	620 pieces
Modules per Pallet 53' Trailer:	28 pieces
Modules per 53' trailer:	588 pieces

The specifications and key features contained in this datasheet may deviate slightly from our actual products due to the ongoing innovation and product enhancements. Heliene Inc. reserves the right to make necessary adjustment to the information described herein at any time without prior notice. PV modules should be handled and installed only by qualified people. Please carefully read safety and installation instructions available for download from Heliene website before using Heliene PV modules. For warranty details, please refer to Product Warranty Document, also available for download from Heliene website.

GLIDE Agile

Our adjustable and durable frame features less hardware, integrated electrical bonding, and included wire management resulting in reduced labor hours. Installation times are shortened by up to 36% through simplified connections, agile parts, and seasoned field teams. Foundation consultation from an unbiased partner, based on your unique project site. No matter the terrain or weather, we'll provide the right solution. Our versatile design enables numerous configurations allowing us to meet your unique needs and bring solar to more fields.

Portrait up to 3 high x 12 wide

Landscape up to 4 high x 6 wide
Bifacial compatible

Benefits

- Less hardware for faster installation and reduced labor hours
- Simplified hardware featuring 2-piece bolt stacks and only two types of hardware
- Adapts to steep slopes
- Foundations for any terrain
- Included wire management
- Lighter, stiffer components for less freight costs
- Versatile with numerous configurations
- Durable, tolerating up to 170 MPH winds and 100 PSF ground snow loads
- Landscape orientation is bifacial compatible to maximize potential backside power yield

Specifications

Module orientation	Portrait or Landscape
Module mounting	Bottom mount / Integrated electrical bonding
Tilt angle	5°- 35°
Wire management	Incorporated in structure – NEC compliant
Configuration	Portrait: up to 3 high x 12 wide / Landscape: up to 4 high x 6 wide
Slopes	East or West facing, up to 30% / North or South facing, up to 36%
Load capacities	Project specific: up to 170 MPH wind speed and 100 PSF ground snow load
Foundations	Ground screws / Driven piles
Warranty	20 year limited warranty
Certifications	UL2703, edition 1; CPP wind tunnel tested

SOLECTRIA® XGI 1500-250 SERIES

PREMIUM 3-PHASE TRANSFORMERLESS UTILITY-SCALE INVERTERS

FEATURES

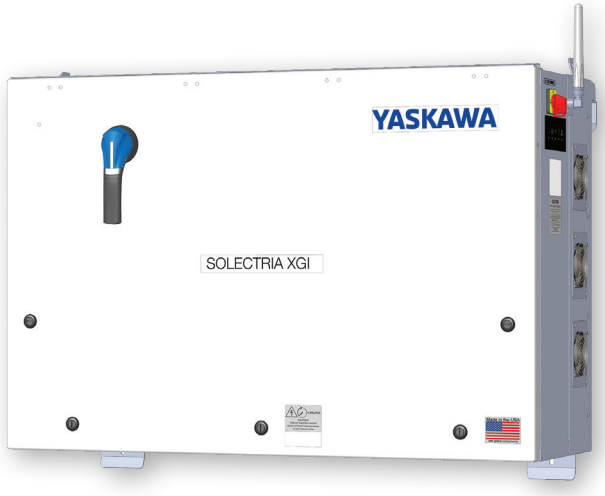
- NEW and MORE POWERFUL!
  - XGI 1500-250/250-600
  - XGI 1500-225-600 (Selectable: 225kW/225kVA or 225kW/250kVA)
  - XGI 1500-200/200-480
  - XGI 1500-175-480 (Selectable: 175kW/175kVA or 175kW/200kVA)
- Industry-leading maximum DC/AC Ratio of 2.0
- Accepts two input PV Output Circuits, with no overcurrent protection required
- Made in the USA with global components
- Buy American Act (BAA) compliant
- 99.0% peak efficiency
- Flexible solution for distributed and centralized system architecture
- Advanced grid-support functionality Rule 21/UL1741SB
- Robust, dependable and built to last
- Lowest O&M and installation costs
- Access all inverters on site via WiFi from one location
- Remote diagnostics and firmware upgrades
- SunSpec Modbus Certified
- Tested compatible with the TESLA PowerPack Microgrid System

OPTIONS

- PV Source Circuit Combiners
- Web-based monitoring
- Extended warranty

MADE IN THE USA
With U.S. and Global Components

Yaskawa Solectria Solar is pleased to introduce its most powerful XGI 1500 inverters, with the XGI 1500-250 models at 600 Vac, and the XGI 1500-200 models for 480 Vac service.



The XGI 1500-250 and XGI 1500-200 feature SiC technology, high power and high efficiency that places them at the top end of the utility-scale string inverters in the market.

Yaskawa Solectria Solar designs all XGI 1500 utility-scale string inverters for high reliability and builds them with the highest quality components -- selected, tested and proven to last beyond their warranty. The XGI 1500 inverters provide advanced grid-support functionality and meet the latest IEEE 1547 and UL 1741 standards for safety.

The XGI 1500 inverters provide ideal solutions for ground-mounted utility-scale PV systems, with models available for service connections at 600 Vac and 480 Vac. Designed and engineered in Lawrence, MA, the SOLECTRIA XGI inverters are assembled and tested at Yaskawa America's facilities in Buffalo Grove, IL. The XGI 1500 inverters are Made in the USA with global components, and are compliant with the Buy American Act.

YASKAWA
SOLECTRIA SOLAR

Yaskawa Solectria Solar 1-978-683-9700 | Email: sales@solectria.com | solectria.com
Document No. FL.XGI1500-04 | 05/10/2023 | © 2021 Yaskawa America, Inc.

SPECIFICATIONS

PRODUCT SPECIFICATION		XGI 1500 INVERTER MODEL			
		XGI 1500 250/250-600	XGI 1500 225-600	XGI 1500 200/200-480	XGI 1500 175-480
DC Inpu	Absolute Maximum Input Voltage	1500 VDC			
	Maximum Power Voltage Range (MPPT)	860-1250 VDC		750-1250 VDC	
	Operating Voltage Range (MPPT)	860-1450 VDC		750-1450 VDC	
	Number of MPP Trackers	1 MPPT			
	Maximum Operating Input Current	296.7 A	267 A	237.3 A	207.6 A
	Maximum Operating PV Power	255 kW	230 kW	204 kW	179 kW
	Maximum DC/AC Ratio | Max Rated PV Power	2.0 | 500 kW	2.22 | 500 kW	2.5 | 500 kW	2.86 | 500 kW
	Max Rated PV Short-Circuit Current (∑Isc x 1.25)	800 A			
AC Output	Nominal Output Voltage	600 VAC, 3-Phase		480 VAC, 3-Phase	
	AC Voltage Range	-12% to +10%			
	Continuous Real Output Power	250 kW	225 kW	200 kW	175 kW
	Continuous Apparent Output Power (kVA)	250	250 / 225	200	200 / 175
	Maximum Output Current (A_{RMS})	240.6	XGI 1500-225/225: 216.5 225/250: 240.6	240.6	XGI 1500-175/175: 210.5 175/200: 240.6
	Fault Current Contribution (1 cycle RMS)	390 A	390 A / 351 A	312 A	312 A / 273 A
	Conductor Compatibility	600 kcmil max, Cu or Alum, 1 or 2 conductors with lugs			
	Nominal Output Frequency	60 Hz			
	Power Factor (Unity default)	+/- 0.80 Adjustable			
	Total Harmonic Distortion (THD) @ Rated Load	< 5%			
	Grid Connection Type	3-Ph + N/GND			
Efficiency	Peak Efficiency	99.0%			
	CEC Average Efficiency	98.5%			
	Tare Loss	<1 W			
Temperature	Ambient Temperature Range	-40°F to 140°F (-40°C to 60°C)			
	De-Rating Temperature	113°F (45°C)	127°F (53°C)	113°F (45°C)	131°F (55°C)
	Storage Temperature Range	-40°F to 167°F (-40°C to 75°C)			
	Relative Humidity (non-condensing)	0 - 95%			
	Operating Altitude	9,840 ft (3 km)			
Communications	Advanced Graphical User Interface	WiFi			
	Communication Interface	Ethernet			
	Third-Party Monitoring Protocol	SunSpec Modbus TCP/IP			
	Web-Based Monitoring	Optional			
	Firmware Updates	Remote and Local			
Testing & Certifications	Safety Listings & Certifications	UL 1741, IEEE 1547, UL 1998			
	Advanced Grid Support Functionality	Rule 21, UL 1741SB			
	Testing Agency	ETL			
	FCC Compliance	FCC Part 15 (Subpart B, Class A)			
Warranty	Standard and Options	5 Years Standard; Option for 10 Years			
Enclosure	Acoustic Noise Rating	73 dBA @ 1 m ; 67dBA @ 3 m			
	DC Disconnect	Integrated 2-Pole 400 A DC Disconnect			
	Mounting Angle	Vertical only			
	Dimensions	Height: 29.5 in. (750 mm) | Width: 44.3 in. (1125 mm) | Depth: 15.4 in. (390 mm)			
	Weight	290 lbs (131.5 kg)			
	Enclosure Rating and Finish	NEMA 4X, IEC IP66, Type 3R, Polyester Powder-Coated Aluminum			

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IT'S PERSONAL

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